Box 5

IN THE FOURTH CIRCUIT COURT
FOR DAVIDSON COUNTY, TENNESSEE

2002 MAR 26 PM 3:49

RICHARD R. ROOKER, CLERK

Tennessee D.C.

JENNIFER ARNOLD LEWANDOWSKI,
Wife/Plaintiff

vs.

ERIC JAMES LEWANDOWSKI,
Husband/Defendant

DOCKET NO. 01D-2116

Davidson County DEEDDIV
Recvd: 04/30/02 13:17 11pgs
Fees:57.00 Taxes:0.00
20020430-0052925

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 26th day of March, 2002, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon Wife's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement together with the Parenting Plan, which provides for custody and support of the parties' minor child, division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor children; that this Marital Dissolution Agreement should be approved; and that the ninety-day waiting period, as required by statute has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that Wife, Jennifer Arnold Lewandowski, be, and is hereby, awarded an absolute divorce from Husband, the parties be restored to all the rights and privileges of unmarried persons, and the bonds of matrimony heretofore existing between the parties be hereby perpetually dissolved.

IN THE FOURTH CIRCUIT COURT
FOR DAVIDSON COUNTY, TENNESSEE

FILED
2002 FEB 26 AM 10: 35
RICHARD R. ROOKER, CLERK
D.C.

JENNIFER ARNOLD LEWANDOWSKI,	)	
Wife/Plaintiff	)	
Social Security No. [redacted]-8635	)	
	)	
vs.	)	**DOCKET NO. 01D-2116**
	)	
ERIC JAMES LEWANDOWSKI,	)	
Husband/Defendant	)	
Social Security No. [redacted]-1030	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between JENNIFER ARNOLD LEWANDOWSKI ("Wife") and ERIC JAMES LEWANDOWSKI, ("Husband") subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Pending Action. The parties acknowledge that Wife/Husband has filed a divorce action in the Fourth Circuit Court for Davidson County, Tennessee, Docket Number 01D-2116, which action is pending.

2. Minor Children. See Parenting Plan.

3. Waiver of Alimony. In consideration of the mutual covenant and agreement of the parties voluntarily to separate and live apart in separate places of abode without any cohabitation, the Wife hereby waives alimony and her rights to support and maintenance by the Husband.

4. Real Property. Husband hereby agrees that all of his right, title, and interest in and to the home property now owned by the parties as tenants by the entireties and known as 1407 Gartland Avenue, Nashville, Tennessee 37206, shall be divested out of him and vested solely in the Wife.

> SAID PROPERTY IS A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DECRIBED AS FOLLOW, TO-WIT:
>
> > Being Lot No. 92 on the Plat of A.V.S. Lindsley's 29.0 acre tract of record in Book 57, page 66, Register's Office for Davidson County, Tennessee.
> >
> > Said Lot No. 92 fronts 50.0 feet on the Northerly side of Gartland Avenue and runs back between parallel lines 150.0 feet to an alley.
> >
> > Being the same property conveyed to L. Keith Yount, unmarried, by deed from Patricia N. Rose, of record in Book 11409, page 253, said Register's Office.

Husband shall, by such documents as may be necessary and at Wife's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto Wife all of his right, title and interest in and to said home property now owned by them as tenants by the entireties.

Wife shall assume and shall pay, in accordance with its terms, the existing mortgage; and she shall indemnify and hold Husband harmless upon any and all liability in connection with said mortgage. Wife is under no obligation to refinance the property or to take any other step to remove Husband's name from the existing indebtedness on the property, and Husband shall not assert the existing indebtedness as reason or basis to fail immediately to execute a quitclaim deed when presented to him for his signature to convey his title interest in the property over to Wife.

It is further ORDERED, ADJUDGED and DECREED that as long as the parties have a minor child, each party shall within thirty (30) days inform the other party and this Court of any change of their physical or mailing address. The parties' current addresses are as follows:

Ms. Jennifer Arnold Lewandowski
1407 Gartland Avenue
Nashville, TN 37206

Mr. Eric James Lewandowski
112 Acklen Park Drive, Apt. D-5
Nashville, Tennessee 37203

The parents' Social Security numbers are as follows:

Mother: [redacted]-8635

Father: [redacted]-1030

It is further ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is approved by the Court, and is hereby incorporated into this Final Decree and is its terms are made an order of the Court, which Agreement follows on the succeeding pages:

[This space deliberately left blank.]

5. Automobiles.

a. To Wife. The Husband hereby agrees that all of his right, title, interest and equity in the 2002 Toyota Corolla shall be divested out of him and vested solely in the Wife. Wife agrees to assume full responsibility for the payment of any indebtedness due on said automobile and shall hold Husband harmless on the same

b. To Husband. The Wife hereby agrees that all of her right, title, interest and equity in the Saturn shall be divested out of her and vested solely in the Husband.

To achieve an equitable division of marital property between the parties, Wife agrees to assume responsibility for the payment of the indebtedness due on the automobile that Husband receives and she shall hold Husband harmless on the indebtedness so long as Husband continues to possess the vehicle and it remains drivable. Husband shall maintain collision and hazard insurance on the vehicle sufficient to pay any remaining indebtedness in the event the vehicle becomes un-drivable due to collision or other insured condition. Husband agrees and stipulates that the insurance proceeds on the policy he maintains for collision/hazard benefits for the value of the vehicle shall be payable by the insurance company directly to Wife. She shall apply the proceeds first to any remaining indebtedness on the vehicle, and the remaining amount, if any, she shall pay over to Husband. Husband shall be solely responsible for any deductible on said vehicle on the policy he chooses to maintain.

6. Personal Property. The parties agree that household furnishings, furniture, personal property and other personal effects remain in the possession and ownership of the respective party now in possession of the property so divided except as specifically stated as follows. Husband shall receive sole interest in the piano now located at the marital residence at 1407 Gartland Avenue, Nashville, provided that Husband at his sole expense arranges for the removal of the piano within 90-days of Husband's execution of this agreement.

7. Debts. It is agreed that each party will pay and continue to pay any debt in his or her individual name and shall hold the other party harmless on any and all amounts so owing.

8. Joint Debts. It is agreed that Wife will pay and continue to pay such debts existing at the time of execution of this agreement for which the parties are jointly liable as co-signer's of the original debt instrument.

9. Future Indebtedness. Each party covenants with the other that from this date forward, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

10. Necessary Documents. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

11. Revocation of Documents. The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

12. Disclosure. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which

are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all sources of income, debts and property owned by them whether real, personal or mixed, whether titled in their name or in the name of the other, and all rights, liabilities, titles, interests and or claims each may have whether inchoate or otherwise. Should it develop that there were undisclosed assets or debts, the party to whom the assets or debts were not disclosed shall have a right to an equitable share or indemnity of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

13. Court Costs. Court costs incurred as a result of the pending action for absolute divorce including the final decree and orders implementing the final decree shall be paid by Husband and Wife equally.

14. Attorney's Fees. Each party will be responsible for paying their own attorney's fees, if any.

15. Retirement Benefits. Each party shall receive and retain sole interest in any retirement plan or benefit in each party's respective name.

16. Enforcement. In the event of one party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement and remedying the breach, including, but not limited to, court costs, attorney's fees and travel costs.

17. Implementing Documents. The parties, for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in and execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purpose of this Agreement.

18. Agreement Binding. With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said court. In the event the court shall fail or decline to incorporate

this Agreement or any provisions thereof in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

19. Court Approval. This Agreement is subject to the approval of the Court in the event a divorce is granted to either party in this matter. In the event that no divorce is granted, however, then this Agreement is of no force and effect.

20. Integration. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

21. Independent Counsel, Parties Fully Informed. Each party has had independent advice by counsel of his or her own selection, or has been advised of their right to have independent counsel. They each regard the terms of this Agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

22. Modification and Waiver. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The terms of this Agreement are independent of each other and the breach of any term by either party shall have no effect on any other term.

23. Compensation for Claims. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which the other party is responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she

makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

24. Tax Exempt Status. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition, but is an equal division of property by co-owners.

25. Full and Final Settlement. The parties accept the provisions of this Agreement in full and final settlement and satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

26. Voluntary Agreement. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

IN WITNESS WHEREOF, the parties have set their signatures.

2/25/02 — Jennifer Arnold Lewandowski
DATE

2/25/02 — Eric James Lewandowski
DATE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named JENNIFER ARNOLD LEWANDOWSKI with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 25th day of Feb., 2002

Gina M Jones
NOTARY PUBLIC

My Commission Expires: GINA M. JONES My Commission Expires 07-30-05

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named ERIC JAMES LEWANDOWSKI with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 25th day of Feb., 2002.

Gina M Jones
NOTARY PUBLIC

My Commission Expires: GINA M. JONES My Commission Expires 07-30-05.

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 26 day of MARCH , 2002 , in the Case Number 01D2116 between LEWANDOWSKI, JENNIFER LEE ARNOLD Plaintiff, and LEWANDOWSKI, ERIC JAMES Defendant, as same remains of record in Vol. 3713 , Page 684648 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 09 day of APRIL in the year two thousand two and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By C Strassner
Deputy Clerk

SEAL

