Please return to Judy Oxford

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

2008 OCT -8 PM 4:37

RICHARD R. ROOKER, CLERK

D.C.

SHERYL ROXANN KLENTZ BAQUIE
Plaintiff

vs.

PHILIP RAYMOND PETER BAQUIE
Defendant

No. 08D-1349

FINAL DECREE OF DIVORCE

This cause came to be heard on the 8th day of October, 2008, before the Honorable Muriel Robinson, Judge, Fourth Circuit Court of Davidson County, Tennessee, upon the original Complaint for absolute divorce of the plaintiff and the Marital Dissolution Agreement entered into by and between the parties and the entire record in this cause, from all of which the Court affirmatively finds that the Court has jurisdiction in all necessary particulars of this case; that the facts alleged in the Complaint are true and correct as to the necessary elements of an irreconcilable differences divorce; that the Marital Dissolution Agreement makes adequate and sufficient provision for the just and equitable settlement of any property rights between the parties; that the Marital Dissolution Agreement should be approved by the Court; and that the Wife should be granted an absolute divorce on the ground of irreconcilable differences.

It is therefore ORDERED, ADJUDGED and DECREED, that the bonds of matrimony subsisting between Sheryl Roxann Klentz Baquie and Philip Raymond Peter Baquie shall be and are hereby absolutely and forever dissolved, and that Sheryl Roxann Klentz Baquie is granted an absolute divorce on the ground of irreconcilable differences, and that both parties are restored to all of the rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED and DECREED, that the Marital Dissolution Agreement makes adequate and sufficient provision for the just and equitable settlement of any property rights between the parties, and that said Agreement is incorporated into this Final Decree by copying verbatim as follows:

Davidson County DEEDDIV
Recvd: 03/13/09 14:15 13 pg
Fees:67.00 Taxes:0.00
20090313-0022925

LIEN

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

2008 SEP 18 PM 2:45

RICHARD R. ROOKER, CLERK

SHERYL ROXANN KLENTZ BAQUIE)
Plaintiff)
)
vs.) No. 08D-1349
)
PHILIP RAYMOND PETER BAQUIE)
Defendant)

MARITAL DISSOLUTION AGREEMENT

This agreement is made and entered into by and between PHILIP RAYMOND PETER BAQUIE, hereinafter referred to as "Husband," and SHERYL ROXANN KLENTZ BAQUIE, hereinafter referred to as "Wife," whose names appear sworn to below, and referred to collectively as "the parties."

WITNESSETH:

WHEREAS, the parties have been experiencing difficulties in their marriage resulting in Wife filing a complaint for absolute divorce in the Fourth Circuit Court for Davidson County, Tennessee, and;

WHEREAS, the parties desire to amicably settle all of their rights and interests arising as a result of their marriage, and;

WHEREAS, the parties hereto acknowledge that they are familiar with each other's financial condition, property holdings, assets, and liabilities;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and promises set out herein, the parties hereto mutually agree as follows:

1. DIVORCE. The parties agree that Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences, with Wife to be awarded the divorce. Husband waives service of process and the filing of an answer in the divorce case.

2. ALIMONY; LIFE INSURANCE; HEALTH INSURANCE FOR EACH PARTY. Husband shall pay Wife transitional alimony in the amount of $1,000.00 per month beginning on

the date the Final Decree of Divorce is signed by the Judge, and continuing thereafter for a total of twelve months.

Husband shall maintain life insurance on his life in the minimum amount of $200,000 with Wife named as beneficiary until all of Husband's obligations for alimony and refinancing of the mortgages pursuant to this agreement are fulfilled.

Each party shall be solely responsible for providing his or her own health / medical insurance immediately upon signing of the Final Decree of Divorce. Each party shall be solely responsible for his or her own healthcare expenses of any type (except for premiums for insurance as set forth above) immediately upon signing this Agreement, and shall hold the other party harmless on the same.

3. PERSONAL PROPERTY. Wife is awarded all tangible personal property items in her possession, and Husband is divested of all his interest in the same. Husband is awarded all tangible personal property items in his possession, and Wife is divested of all her interest in the same; further, Husband shall pay to Wife the sum of $15,000.00 for her share of the music equipment, which sum shall be paid at the rate of $200.00 per month until the entire sum of $15,000.00 is paid in full; further, when Husband refinances his mortgage pursuant to terms of this agreement, he shall obtain sufficient funds out of the refinance in order to pay any remaining balance due on this $15,000.00 in full.

4. VEHICLES. It is agreed that Wife shall have possession of and title to the 1999 Jeep Wrangler, and Husband is divested of all his interest in the same. There is no debt on this vehicle.

It is agreed that Husband shall have possession of and title to the 2000 Ford Econoline Van, and Wife is divested of all her interest in the same. There is no debt on this vehicle.

Further, Husband is also awarded possession of and title to the 2002 Porsche

Boxter and the 2003 BMW 525i, and Wife is divested of all her interest in the same. There are notes on each of these vehicles, and Husband shall be solely responsible for payment of those notes, and shall hold Wife harmless on the same.

This Agreement is a Bill of Sale in transferring title of the vehicles to the other party as described above.

5. BANK ACCOUNTS. The parties do not have any joint bank accounts. Wife is awarded the bank accounts in her sole name, free and clear of any claims by Husband. Husband is awarded the bank accounts in his sole name, free and clear of any claims by Wife.

6. RETIREMENT BENEFITS. Husband is awarded 100% of his Roth IRA, 401(k) and any other retirement benefits that he might have from his employer free and clear of any claims by Wife. Wife is awarded 100% of her Roth IRA account free and clear of any claims by Husband.

7. REAL ESTATE.

(a) The real estate located at 69 Nickleby Down, Brentwood, Davidson County, TN, is awarded to Husband. Husband shall re-finance the mortgage on this property or take other steps to remove Wife's name from any further liability on the mortgage within five years after the date the Final Decree of Divorce is signed by the Judge (and Husband shall refinance for sufficient amount to also pay the balance due pursuant to the "Personal Property" paragraph of this agreement). Neither party shall increase the indebtedness on this real estate pending the refinance of the mortgage by Husband. Husband shall pay the mortgage, insurance, real property taxes, and any other expense on this property in a timely manner, and shall hold Wife harmless on the same. Wife shall sign a quitclaim deed conveying her interest in this real estate to Husband. At the time Husband refinances the mortgage on this property, Husband shall pay to Wife one-half the value of the property based on an appraisal done by a qualified appraiser, and Husband shall provide to Wife a copy of the appraisal at that time; and in

addition to that one-half of the value to be paid, Husband shall also pay to Wife the sum of $40,000.00 in order to return to her the premarital assets she had invested in the parties' real estate. In the event this property is sold rather than refinanced, Husband shall also pay to Wife one-half the value of the property based on an appraisal done by a qualified appraiser, and Husband shall provide to Wife a copy of the appraisal at that time; and in addition, Husband shall also pay to Wife the sum of $40,000.00 in order to return to her the premarital assets she had invested in the parties' real estate. Husband agrees that Wife has a lien on this property for the purpose of securing the payment set forth in this paragraph, and that this lien shall be accomplished by recording the Final Decree of Divorce in the Register's Office for Davidson County, Tennessee.

(b) The real estate located at 709 West Statue Court, Franklin, TN 37067 is awarded to Wife. Wife shall re-finance the mortgage on this property or take other steps to remove Husband's name from any further liability on the mortgage within five years after the date the Final Decree of Divorce is signed by the Judge. Neither party shall increase the indebtedness on this real estate pending the refinance of the mortgage by Wife. Wife shall pay the mortgage, insurance, real property taxes, and any other expense on this property in a timely manner, and shall hold Husband harmless on the same. Husband shall sign a quitclaim deed conveying his interest in this real estate to Wife. At the time Wife refinances the mortgage on this property, Wife shall pay to Husband one-half the value of the property based on an appraisal done by a qualified appraiser, and Wife shall provide to Husband a copy of the appraisal at that time; however, Wife shall be entitled to offset against that one-half of the value of the property the sum of $40,000.00 in order to return to her the premarital assets she had invested in the parties' real estate, provided that Husband has not already paid Wife that amount as set forth in the preceding paragraph of this agreement. In the event this property is sold rather than refinanced, Wife shall also pay to Husband one-half the value of the property

based on an appraisal done by a qualified appraiser, and Wife shall provide to Husband a copy of the appraisal at that time; however, Wife shall be entitled to offset against that one-half of the value of the property the sum of $40,000.00 in order to return to her the premarital assets she had invested in the parties' real estate, provided that Husband has not already paid Wife that amount as set forth in the preceding paragraph of this agreement. Wife agrees that Husband has a lien on this property for the purpose of securing the payment set forth in this paragraph, and that this lien shall be accomplished by recording the Final Decree of Divorce in the Register's Office for Williamson County, Tennessee..

8. DEBTS.

The parties do not have any other joint debts, other than those referenced in this agreement.

Wife shall be solely responsible for paying her school loans, and shall hold Husband harmless on the same.

Any other debts will be the sole responsibility of the party who incurred the debt, and that party shall indemnify and hold harmless the other party on said debt.

In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by law, contract or pursuant to the terms of this Agreement, the party against whom the claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorneys fees.

From the date of execution of this agreement, neither party shall incur any indebtedness upon the credit of the other. Should this covenant be violated and one party is required, voluntarily or involuntarily, to pay a debt incurred by the other, the party who makes such payment shall be entitled to indemnity from the other party for all legal obligations paid, including the amount paid, reasonable attorneys' fees actually incurred and interest actually paid, not to

exceed the maximum rate allowed by law.

9. INCOME TAXES. The parties shall file their 2008 tax returns separately, and each party shall claim all deductions related to the real estate awarded to that party.

In the event any amounts become due and owing for income taxes for any other years of the parties' marriage, the party owing said amounts to the Internal Revenue Service will be responsible for said payment and hold the other party harmless.

10. FEES AND COSTS. Each party shall be responsible for his or her own attorneys fees. Wife shall be responsible for the court costs in the divorce case.

11. NO INTERFERENCE. It is agreed by and between the parties that each party shall be free from interference, authority, and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest, threaten, or harass the other, and neither party shall compel or endeavor to compel the other to cohabit or dwell with him or her.

12. ENTIRE AGREEMENT. It is understood and agreed by and between the parties that this agreement contains the entire understanding of the parties. There are no warranties, promises, or agreements between the parties other than those expressly set forth herein. The parties are familiar with each other's holdings, assets, and financial condition, and this agreement or pertinent portion thereof shall be incorporated in the Final Decree of Divorce if approved by the Court.

13. FINAL RELEASE AND SETTLEMENT. It is understood and agreed between the parties that this agreement is intended to be a final settlement and agreement of the property rights of the respective parties hereto and shall constitute a discharge of all claims arising out of their relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy,

statutory allowance homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this agreement. This agreement applies to all property now owned by Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

14. BINDING EFFECT. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

15. DISCLOSURE AND DISCOVERY. The parties acknowledge that there are no assets owned by them either jointly or individually, and that they have no interests 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 their respective incomes, anticipated incomes, and all assets in which they have interests.

The parties have been advised by their respective attorneys (or they are aware through other means) of their right to (a) compel discovery and inspection of books and records which reflect the nature, extent and value of any property, businesses or other interests or assets of the other party, (b) take examination of the other before trial, and (c) have accountants, appraisers or others investigate, appraise or evaluate the nature, extent and value of the other party's property, businesses or other interests or assets. Each party has waived these rights to the extent that they have not heretofore been exercised and has instructed his or her respective attorney (or have made their own decision) not to take any further steps, alone or through others, in connection with discovery, inspection, investigation, appraisal or evaluation of the other's property, businesses or other interests or assets. The parties agree that their respective waivers of these rights shall forever bind them. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

16. VOLUNTARINESS. It is further understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. The provisions in this agreement and their legal effect are fully known by each party and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily.

17. SEVERABILITY. In the event any provision of this agreement shall be held invalid by the Court of competent jurisdiction, such individual provision shall not affect the other provisions of this agreement, said provisions being severable.

18. EXECUTION OF OTHER DOCUMENTS. It is understood and agreed between the parties that, as part of the consideration for the execution of this agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this agreement.

19. MODIFICATION. This agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

20. ENFORCEMENT. In the event it becomes necessary for either party to seek to enforce the terms of this agreement, then the prevailing party shall be entitled to judgment for and recovery of his/her reasonable attorneys fees and the court costs associated with enforcement of this agreement.

21. ACCEPTANCE BY THE PARTIES. With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 U.S.C. Section 523(15) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital

Dissolution Agreement.

22. NO TAX ADVICE; LEGAL COUNSEL. Wife is represented by Judy Oxford. Husband is not represented by counsel. Husband acknowledges that Ms. Oxford has not provided him with any legal advice. Husband acknowledges that he has had adequate opportunity to consult with his own legal counsel if he so desired, and he acknowledges that he understands the consequences of signing these agreements.

Each party acknowledges that he/she is not relying upon any tax advice from his/her attorney, and that said attorney has expressed no expertise regarding the tax ramifications or tax consequences arising out of this agreement. Each of the parties has been advised and knows that he or she has the right to seek tax counseling regarding the consequences of this agreement from his or her own accountant or tax attorney, and each of the parties acknowledges that he or she has had an opportunity to do so.

THIS AGREEMENT shall be executed by each party and filed with the Court to be incorporated into the Final Decree of Divorce.

IN WITNESS WHEREOF, Wife has signed this Marital Dissolution Agreement on (date) Sept 15th, 2008, and Husband has signed this Marital Dissolution Agreement on (date) Sept 17th, 2008.

PHILIP RAYMOND PETER BAQUIE

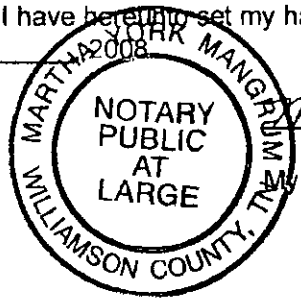
SHERYL ROXANN KLENTZ BAQUIE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, PHILIP RAYMOND PETER BAQUIE, the within named bargainer with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he

executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 17th day of September 2008.



Martha York Mangrum
NOTARY PUBLIC
My Commission Expires: 06-10-2012

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ~~SHERYL~~ ROXANN KLENTZ BAQUIE, the within named bargainer with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 15 day of SEPT, 2008.



NOTARY PUBLIC
My Commission Expires: NOV 18 2008

It is therefore ORDERED, ADJUDGED, AND DECREED that the Marital Dissolution Agreement as executed by the parties is in all respects approved and ratified in full; and said Agreement shall be given full force and effect in all respects between the parties hereto as an Order of this Court.

It is further ORDERED, ADJUDGED, AND DECREED that the address of Philip Raymond Peter Baquie is 5309 Fredericksburg Way W, Brentwood, TN 37027.

It is further ORDERED, ADJUDGED, AND DECREED that the address of Sheryl Roxann Baquie is 534 Riverview Road, Franklin TN 37064.

It is further ORDERED, ADJUDGED, AND DECREED that any remaining costs of this cause shall be taxed to Sheryl Roxann Baquie, for which execution may issue if necessary.

ENTER this 8th day of Oct., 2008.

JUDGE

APPROVED FOR ENTRY:

Judy A Oxford

Judy A. Oxford #12799
Attorney for Wife
400 Sugartree Lane, Suite 520
Franklin, TN 37064
615-791-8511

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been mailed, postage prepaid, to the following on this 22nd day of Sept, 2008:

Philip Raymond Peter Baquie
5309 Fredericksburg Way W
Brentwood, TN 37027

Judy A Oxford

Judy A. Oxford

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 08 day of OCTOBER , 2008 , in the Case Number 08D1349 between BAQUIE, SHERYL ROXANN KLENTZ Plaintiff, and BAQUIE, PHILIP RAYMOND PETER Defendant, as same remains of record in 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 21 day of OCTOBER in the year two thousand eight and in the 232nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

