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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2007 JUL 17 AM 10:26
RICHARD R. ROOKER, CLERK
D.C.

ADEN MICHAEL WEAVER,	
Husband,	
Social Security No.: [redacted]	**Docket No. 07D900**
vs.	**JUDGE SOLOMAN**
ANDREA ELIZABETH JOHNSON WEAVER	
Wife.	**JURY DEMAND**
Social Security No.: [redacted]	

BILL GARRETT, Davidson County
Trans:T20090074761 DEEDDIV
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Fees:82.00 Taxes:0.00
20091103-0101353

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 17 day of July, 2007, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce filed by Husband, the presentation to the Court of a signed Marital Dissolution Agreement, and the entire record herein, from all of which the Court affirmatively finds that the parties have suffered irreconcilable differences in their marriage; that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of all property rights existing between them and that the Agreement should be approved by the Court. No Orders of Protection have been filed in relation to Complaint for Divorce filed by Husband.

It is therefore ORDERED, ADJUDGED and DECREED that Husband, Aden Michael

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Weaver, is hereby awarded an absolute divorce from Wife, Andrea Elizabeth Johnson Weaver, upon the ground of irreconcilable differences and is hereby restored to all the rights and privileges of an unmarried person and the bonds of matrimony heretofore existing between the parties is hereby dissolved.

It is further ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement entered into between the parties shall be and is hereby approved by the Court and made an Order of the Court and incorporated into this Final Decree in words and figures as follows:

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RICHARD R. ROOKER, CLERK
D.C.

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

ADEN MICHAEL WEAVER,	
Husband,	
Social Security No.: [redacted]	**Docket No. 07D900**
vs.	
ANDREA ELIZABETH JOHNSON WEAVER	**JUDGE SOLOMAN**
Wife.	**JURY DEMAND**
Social Security No.: [redacted]	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made between ANDREA ELIZABETH JOHNSON WEAVER, hereinafter referred to as Wife, and ADEN MICHAEL WEAVER, hereinafter referred to as Husband.

WITNESSETH:

WHEREAS, the parties were married on December 14, 2002, in Boardman, Ohio, and are presently living separately and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause; and

WHEREAS, certain differences have arisen between the parties which appear to be

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irreconcilable, and as a result, a divorce action against Wife is pending in the Circuit Court for Davidson County, Tennessee, Case No. 07D900. Both parties, acknowledged by way of their respective signatures below, agree that they have had the opportunity to hire separate counsel in this matter. Furthermore, both parties understand their respective rights and responsibilities, one to the other, and by entering into this Agreement submits his or her person and property to the jurisdiction and venue of said Court, such agreement being valid for one hundred eighty (180) days from the date the last party signs this Agreement.

WHEREAS, the parties desire to enter into a written agreement with regards to their marital and property rights and obligations for payment of debts and to make transfers of interests of property pursuant to such agreement in an amicably and mutually acceptable manner such that said divorce action shall proceed uncontested.

The parties further desire that this Agreement be approved by the Court and be incorporated verbatim into any decree of divorce which may be entered dissolving their marriage.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the parties agree as follows:

1. DIVORCE. Husband shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. The Marital Dissolution Agreement shall be submitted to the Court for approval and, if approved, be made part of the Court's Final Decree.

2. WAIVER. The parties hereto, exclusive of the terms and provisions of this agreement, each waive all rights, title, and interest, consummate and inchoate, in and into the property in the estate of the other by way of expectancy or reversion or otherwise, including

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marital, insurance, contractual, and all other rights by way of dower, homestead, exemption, alimony, or otherwise, in the present or in expectancy as to any and all property in the estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions, or causes of actions, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as the full, final, and complete settlement of the property, marital and otherwise of the parties hereto.

Both parties waive any separate and distinct claim to retirement and pension benefits of the other except as set out by this agreement herein.

3. CUSTODY, CHILD SUPPORT AND VISITATION. The parties acknowledge and agree that they have no children.

4. REAL PROPERTY. Husband shall retain all ownership interest in the real property located at 2957 Riverbend Drive, Nashville, Tennessee, 37214, free from any claim by Wife. Wife shall retain all ownership interest in the real property located at 2308 Ridgeland Drive, Nashville, Tennessee, 37214, free from any claim by Husband.

5. OTHER ASSETS. Wife shall receive as her sole and separate property the trust and/or security accounts and other assets which were received by her as gifts or inheritances during the marriage, free from any claim by Husband. Husband shall receive as his sole and separate property trust and/or security accounts and other assets which were received by him as gifts or inheritances during the marriage, free from any claim by Wife.

Wife shall receive as her sole and separate property, free and clear of any individual claims by Husband all stocks or bonds in her individual name or held for her benefit. Husband shall receive as his sole and separate property, free and clear of any individual claims by Wife all

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stocks or bonds in his individual name or held for his benefit.

6. PERSONAL PROPERTY. The parties have heretofore divided all items of personal property between them to their mutual satisfaction. Each party, by signing this agreement, ratifies the division of property and agrees to make no claim against the property in the possession of the other. Wife makes no claim against Husband's interest in the 2004 GMC Yukon vehicle, the 2000 Bayliner 2855 boat, the firearms and related ammunition owned by Husband prior to the parties' marriage, the dogs named "Dharma" and "Smoky," the individual racing greyhounds owned by Husband, or Husband's partial interest in a group of racing greyhounds, all of which are in Husband's possession, and Husband makes no claim against Wife's interest in the 2002 Ford Explorer vehicle, the engagement ring and other jewelry owned by Wife prior to the parties' marriage, or the dog named "Chevy," all of which are in Wife's possession.

7. DISCLOSURE. Husband acknowledges there are no assets in which he owns an interest that are not hereinabove referenced in this agreement or that are being maintained by another party in trust for him or that are being concealed from any disclosure to Wife. Wife acknowledges there are no assets in which she owns an interest that are not hereinabove referenced in this agreement or that are being maintained by another party in trust for her or that are being concealed from any disclosure to Husband. In the event either party should discover the other has concealed marital property assets not herein disclosed, the other party shall be entitled to a one-half interest in same, plus a recovery for attorney fees and court costs associated in the procurement of same.

8. AFTER ACQUIRED PROPERTY. The parties acknowledge that between the date of execution of this agreement and entry of a Final Decree of Divorce, the parties may

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acquire additional property, either real, personal or mixed. The parties agree each shall own such after acquired property as his or her sole property free and clear of any interest or claim of the other.

9. BANK AND INVESTMENT ACCOUNTS. It is agreed that each party shall own as his or her sole property any and all bank accounts being checking, savings, or otherwise, and any and all investment accounts that each has in his or her sole name. It is agreed by and between the parties that each party shall relinquish any claim that he or she may have in any funds in an individual bank or investment account in the name of the other. The parties agree to split equally any funds contained in the Bank of America checking account that the parties currently own as joint co-owners, and which may be present as of the date of signing of this agreement, and furthermore, that the parties agree to close such account immediately following their execution of this agreement.

10. RETIREMENT PLANS. The parties acknowledge that they may each have acquired an interest in certain retirement or pension benefits as a result of their respective employment. Each party agrees to relinquish any claim or interest that they might have in the retirement or pension benefits of the other so that each party shall own their retirement or pension benefits as their sole property, free and clear of any interest or claim of the other.

11. BENEFICIARIES. 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

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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. ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. All prior and oral agreements are hereby merged with this agreement. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein, and each party enters into this contract voluntarily, advisedly, and has sought to make an equitable division of the marital property. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns. The laws of the State of Tennessee shall govern this agreement in all respects.

13. NON-COMPLIANCE. Should either party incur any expense for legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred.

No breach, waiver, or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

14. MARITAL DEBTS. It is agreed by and among the parties that each party shall be solely responsible for any debts that he or she has acquired in his or her respective name and not set forth specifically herein and that each shall indemnify and hold the other harmless thereon.

15. DEBTS. In the event a creditor of either party seeks to compel the other party to

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pay any debt for which that party is not responsible, either by 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 reasonable attorney's fees.

16. ACCEPTANCE BY THE PARTIES. With respect to each party's responsibility for the payment of certain debts and liabilities and his or her obligation to hold the other harmless for the payment thereof, the parties understand and agree that his or her obligation is a non-dischargeable debt under 11 U.S.C. § 523(5) 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.

17. TAXES. The parties agree to file a joint federal income tax return for tax years 2006 and 2007, as may be applicable, unless either party at his or her own discretion elects to file separately. Husband and wife shall freely share with the other, or with the other's accountant, any and all relevant tax preparation information regarding their individual taxable status for the determination of whether to file jointly or individually. In the event the parties do file a joint 2006 or 2007 federal income tax return, or both, Husband and Wife shall each pay one-half (1/2) of the entire tax liability owed, or shall each receive one-half (1/2) of the entire tax refund received. In the event each party files his or her 2006 or 2007 federal income tax return individually, then each party shall be solely responsible for his or her individual tax obligations, and furthermore, agrees to hold the other party harmless on any such individual tax obligation and shall make no claim against the other party for any such individual tax refund received.

18. NO TAX ADVICE. Both parties acknowledge and agree that neither of them is

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relying upon any tax advice from his or her respective attorney, if any, and that said attorneys have expressed no opinion regarding the tax ramifications or tax consequences arising out of this agreement. Each of the parties has been advised by his or her attorney to seek tax counseling regarding the consequences of this agreement from his or her own accountant or tax attorney, and each of the parties acknowledge that he or she has had an opportunity to do so.

19. 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 represents a division of property by co-owners.

20. FUTURE INDEBTEDNESS. Each of the parties hereto covenants with the other that, from and after the date of signing this Marital Dissolution Agreement, neither will contract any indebtedness from the credit of the other without proper authority.

21. RESTRAINING PROVISIONS. It is agreed by and between the parties that both parties shall be permanently restrained and enjoined from molesting, harming, interfering with, intimidating or imposing any restraint upon the other, except as set out in this agreement. Each party shall be free from interference, authority, and control, direct or indirect, by the other, as fully as if he or she was single and unmarried.

22. ALIMONY. It is agreed by and between the parties that neither party shall make any claim for alimony against the other, either now or in the future.

23. FUTURE HEALTHCARE AND LIFE INSURANCE NEEDS. Subsequent to the termination of the marriage herein, neither party shall be required to maintain health or life insurance on the other or to contribute to the cost associated therewith, and additionally, neither

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party shall be required to contribute to the future healthcare needs of the other party.

24. SEVERANCE. Should the Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

25. VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it may represent a compromise of disputed issues. Regardless, each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as inducement to enter into this agreement, other than the representations set forth herein.

26. MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. Failure of any party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

27. COURT COSTS AND ATTORNEY FEES. The parties agree that any unpaid court costs arising out of this divorce proceeding shall be divided equally between the parties. It is agreed between the parties that each party will be responsible for the payment of his or her attorney's fees for representation in this matter.

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28. MISCELLANEOUS PROVISIONS.

a. The parties agree to execute any and all such titles or documents necessary to effect the terms of this agreement.

b. It is understood and agreed between the parties that this agreement shall be submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

IN WITNESS WHEREOF, the said parties, having read this instrument and familiarized themselves with its contents, have signed and executed this instrument on the 21ST day of June 2007, as to Wife, and the 21st day of June, 2007, as to Husband.

Andrea Elizabeth Johnson Weaver
ANDREA ELIZABETH JOHNSON WEAVER

Aden Michael Weaver
ADEN MICHAEL WEAVER

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STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ANDREA ELIZABETH JOHNSON WEAVER, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purpose therein contained.

Sworn to and subscribed before me on this 21ST day of June, 2007.

NOTARY PUBLIC

My Commission Expires: Oct. 27, 2010

MARTHA E. DAUGHETEE STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

My Commission Expires October 27, 2010

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ADEN MICHAEL WEAVER, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purpose therein contained.

Sworn to and subscribed before me on this 21st day of June, 2007.

NOTARY PUBLIC

My Commission Expires: Oct. 27 2010

MARTHA E. DAUGHETEE STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

My Commission Expires October 27, 2010

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It further appears to the Court that the current address of Husband is 2957 Riverbend Drive, Nashville, Tennessee, 37214, and the current address of Wife is 2308 Ridgeland Drive, Nashville, Tennessee, 37214.

It is further ORDERED, ADJUDGED and DECREED that any unpaid costs of this cause shall be taxed to equally to both parties, for which execution may issue if necessary.

ENTERED this 17th day of July, 2007.

HONORABLE CAROL SOLOMAN
CIRCUIT COURT JUDGE

APPROVED FOR ENTRY:

Bryan L. Mills (BPR# 025034)
LITWIN & LITWIN, PLLC
1616 Westgate Circle
Brentwood, TN 37027
(615) 844-6156
(615) 844-6157 (fax)

Attorney for Husband Aden Michael Weaver

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CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing has been served, via U.S. Mail, postage pre-paid, to:

Andrea Elizabeth Johnson Weaver
2308 Ridgeland Drive
Nashville, TN 37214

on this the 17th day of July, 2007.

Bryan L. Mills

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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 17 day of JULY , 2007 , in the Case Number 07D900 between WEAVER, ADEN MICHAEL Plaintiff, and WEAVER, ANDREA ELIZABETH JOHNSON 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 02 day of NOVEMBER in the year two thousand nine and in the 233rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

