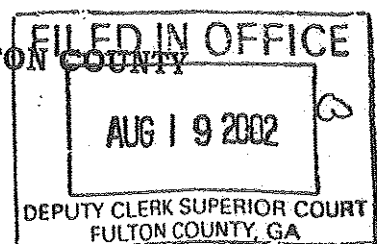


IN THE SUPERIOR COURT OF FULTON COUNTY

STATE OF GEORGIA



PATRICIA M. JEFFS,  
Plaintiff,

:  
: CIVIL ACTION

vs.

: FILE NO. 2002-CV-48233

PAUL G. JEFFS,  
Defendant.

:  
:

AGREEMENT

This Agreement is made and entered into between **PATRICIA M. JEFFS**, hereinafter referred to as the wife, and **PAUL G. JEFFS**, hereinafter referred to as the husband.

WITNESSETH

**WHEREAS**, the parties to this Agreement are now husband and wife, having married on March 21, 1981, and said parties lived together as husband and wife until on or about August 25, 2001, at which time they separated and have since that time lived in a bona fide state of separation; and,

**WHEREAS**, there has been one child born as a result of this marriage, to wit: **BRIDGET KELLY JEFFS**, born May 8, 1986, age 16 years; and

**WHEREAS**, the wife has filed a Complaint for Divorce against the husband, but the parties are desirous of settling all controversies relating to child custody, child support, visitation rights, alimony, division of all real and personal property and any and all claims and rights of any nature each may have against the other;

**NOW THEREFORE**, in consideration of the Covenants, promises and obligations contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the performance of the obligations hereunder by each of the parties unto the other, the parties hereby agree as follows:

1.

The parties shall continue to live separate and apart as if sole and unmarried. Each of the parties is hereby restrained and enjoined from disturbing, bothering, threatening, molesting, harassing or interfering with (either in person or by telephone) the other party at his/her residence, place of employment or elsewhere.

2.

**CHILD CUSTODY**. The wife shall have physical custody of their minor child, Bridget. The parties shall have joint legal custody of their minor child as that term is currently defined in O.C.G.A. §19-9-6, in that both parents shall have equal rights and responsibilities for making all major decisions concerning the child, including, but not limited to, the child's education, health care and religious training. The husband shall have reasonable visitation with the minor child as can be agreed to by the parties and the child. The parties acknowledge that the minor child is 16 years of age and is of sufficient maturity to be given the right and opportunity to provide input regarding her visitation schedule with her father.

The parties shall use good faith efforts in their attempts to resolve differences of opinion regarding major decisions concerning the child, with primary emphasis being on arriving at a solution which will be in the best interests of the child. However, in the event that the parties are unable to agree upon a major decision

concerning the child, including but not limited to, education, health care or religious training, after exercising good faith efforts to do so, then the wife shall be entitled to make the final decision, based upon the best interests of the child.

3.

**VISITATION RIGHTS.** The husband shall be allowed reasonable and liberal visitation with the minor child, taking into consideration the age and basic needs of the child who is of sufficient maturity to have the right to provide input regarding her visitation schedule with her father.

a) For purposes of this Agreement, any reference to a "school vacation" shall be defined by the schedule of the school attended by the child, or, in the event the child does not attend school, by the schedule of the public school system in the district in which the wife resides.

b) The husband shall have the right to have the child with him from the time school is dismissed immediately prior to Thanksgiving until 6:00 P.M. on the following Sunday in odd-numbered years. The wife shall have the right to have the child with her during the same period of time in even-numbered years.

c) The husband shall have the right to have the child with him during the Christmas season as follows:

In odd-numbered years, the husband shall have the child with him from the time school is dismissed for Christmas vacation, until 8:00 P.M. on Christmas Day. The wife shall have the child with her during the same period of time in even-numbered years.

In even-numbered years, the husband shall have the child with him from 8:00 P.M. on Christmas Day, until 6:00 P.M. on January 1. The wife shall have the child with her during the same period of time in odd-numbered years.

d) The husband shall give the wife not less than 7 days notice of his intention not to exercise his holiday visitations.

e) The husband shall have the right each year to have the child visit with him for a total of two (2) weeks during the summer vacation, which weeks may be taken consecutively or non-consecutively, at the discretion of the child and the husband. The summer vacation shall be defined as a period of time from two days after the child ends the school year in the spring until five days prior to the day when the child begins the next school year in the fall. The husband shall give the wife written notice of the dates he intends to exercise his summer visitation periods not later than May 1 each year. In the event that notice is not given by May 1, the husband's selection of summer visitation weeks will be subject to the prior plans of the wife with the child. Each of the parties shall make every effort to accommodate one another concerning the scheduling of summer visitation.

f) Husband and wife acknowledge that it is in the best interests of the minor child that the child maintain as close a relationship with each parent as is possible, and to that end husband and wife agree to foster and encourage a liberal and reasonable exercise of the visitation rights hereinafter vested in both parties.

g) Neither party shall make any disparaging statements about the other to the child, or anyone else that would tend in any way to interfere with or harm the relationship that each party hereto has with the child. Both parties shall at all times foster their relationship with the child, and shall foster the relationship of the other party with the child, and neither party shall interfere with the other party's relationship with the child.

h) Each parent shall have the right to telephone the minor child at reasonable times and with reasonable frequency. Each parent shall keep the other advised of his or her mailing address, street address, and telephone number in

order to foster, encourage and facilitate communication between the parties and visitation of the parties with the child.

i) Neither party shall cause the minor child to be exposed to unwholesome environments or circumstances.

4.

**CHANGE OF ADDRESS.** In the event of any change of residence on the part of either party herein so long as the custody and visitation provisions of this Agreement are in effect, said party changing his or her residence shall notify the other party at least one month in advance of the intent to change residence and of the location of the new residence and shall furnish to him or her the complete new address and, as soon as determined, the new telephone number at the new residence. Said notification shall be sent to the other party by certified mail, return receipt requested.

5.

**EDUCATION INFORMATION.** Each parent shall be entitled to receive complete, detailed information about the child from any school which the child may attend and from any teacher providing instruction or other educational services to the child. Both parents shall be entitled to obtain copies of any documents or reports concerning the child, directly from the educational facilities or instructors who provide services to the child. The parties shall each have the right to participate in all functions at the child's school, including but not limited to parent/teacher conferences and other activities involving participation or attendance by parents. It is the intention of the parties that both parents shall have the rights of the guardian of the person of said child with respect to this subparagraph. This Agreement shall constitute a complete and total release to any educational institution, church or extracurricular activities facilities providing

services to the child to provide information regarding the child to both parents equally.

The parties shall give each other advance notice of no less than three days of any special events concerning the child at school, church or extra-curricular activity facilities, such as parent open house, recitals, performances or other events where parents normally observe or participate in the activities of their children, so that both parties will have an opportunity to attend these activities.

The parties shall give each other, within seven days of receipt thereof, copies of all report cards or other such progress reports concerning the child. Neither parent shall object to the other parent visiting the child's school, church or extracurricular activities facilities, provided such visits are arranged or scheduled in accordance with the policies of such facilities.

6.

**HEALTH INFORMATION.** Each parent shall be entitled to receive complete detailed information from any pediatrician, general physician, dentist, consultant, psychiatrist, psychologist, therapist, or specialist attending the child for any reason whatsoever and to be furnished (by the provider) with copies of any reports given by the doctor, or any of them, to the other parent. It is the intention of the parties that both parents shall have the rights of the guardian of the person of said child with respect to this subparagraph. This Agreement shall constitute a complete and total release to any of the foregoing care provider(s) attending the child to provide all information regarding the child to both parents equally.

**CHILD SUPPORT.** Beginning June 28, 2002, the husband shall pay to the wife the sum of **ONE THOUSAND ONE HUNDRED SEVENTY-FIVE AND NO/100 (\$1,175.00) DOLLARS** per month, as child support for the benefit, support and maintenance of the minor child of the parties. Said child support payments of \$1,175.00 shall be payable at the rate of \$543.00 every other Friday with the first payment being due on June 28, 2002 and continuing every other Friday until a total of 57 payments have been made or until such time as the child shall marry, die or become self-supporting, whichever event first occurs, at which time the husband's obligation for the payment of child support shall cease. Provided, however, that should the child still be enrolled in and attending secondary school after the 57 payments have been made, then, in that event, child support shall continue until the child graduates therefrom or ceases to attend, whichever occurs first, but, in any event, not beyond the age of twenty years.

The parties acknowledge that the above monthly child support payment amount is based upon the husband's reported gross income of \$8,833.00 per month.

Whenever, in violation of the terms of this Agreement, there shall have been a failure to make the support payments due hereunder so that the amount unpaid is equal to or greater than the amount payable for one (1) month, the payments required to be made may be collected by the process of continuing garnishment for support.

It is specifically agreed between the parties that the child support shall be paid by the husband via Income Deduction Order, as provided in O.C.G.A. §19-6-32.

On or before September 1, 2002, the husband shall pay to the wife the sum of \$1,250.00 which is the amount of the child support arrearage which has accumulated prior to July 1, 2002.

8.

**MEDICAL EXPENSES AND INSURANCE.** The husband shall maintain a policy of major medical, dental and hospitalization insurance, from his place of employment or individually, which provides coverage for the minor child of the parties. The husband shall promptly notify the wife of any potential interruption in health insurance coverage for the minor child so that appropriate alternative arrangements can be made for the benefit of the child.

All doctor, hospital, dental, medical, psychiatric, psychological, orthodontic, ophthalmic, prescription drug and other reasonable and necessary health related expenses incurred for the child which are not paid for by insurance covering the child shall be shared equally by the parties, including but not limited to co-payments and deductibles required to be made by the insured and expenses for health related care, when such care is not covered by insurance.

Immediately upon rendition of doctor, hospital, dental, medical, psychiatric, psychological, counseling, ophthalmic, orthodontic, prescription drug, prescription corrective lenses and other reasonable and necessary health related expenses incurred for the minor child, the husband shall pay one-half and the wife shall pay one-half of such expense. The parties shall reimburse each other for any said health related expenses for the child which are paid by one on behalf of the other, within 30 days of receiving proof of such payment.

Within a reasonable period of time after the date services were rendered or documentation for such services is received by either party, the party incurring the expense for the child shall submit a claim to the insurer(s). Within 10 days of



receipt of payment from the insurer(s), the party receiving such payment shall transmit any portion of said sum to the other party to which the other party is entitled, depending upon contribution by the parties for the initial payment for such expense, and the terms of this Agreement. Both parties shall be entitled to a photocopy of each check from the insurer(s) and each Explanation of Benefits form from the insurer(s).

It is the intent of the parties that each of the parties shall benefit from any and all insurance coverage which is in effect covering the child, regardless of the source of the insurance or which parent pays the premium for such insurance. In the event that the child is insured under more than one insurance policy, the parties shall cooperate in obtaining coordination of benefits so that the greatest portion of the health related expenses will be paid by the insurance company(s) and the maximum amount of health related expenses paid for by the parties personally will be reimbursed to them.

The husband shall continue to provide such medical and hospitalization insurance coverage for the child until such time as the child no longer qualifies for such coverage pursuant to the terms of the health insurance plan, or until such child completes college, whichever event occurs first. The obligations of the parties for payment of health related expenses incurred for the child as set forth in this Agreement shall terminate when the husband's obligation for the payment of child support for the child ceases as hereinbefore set forth.

9.

**MEDICAL/DENTAL INSURANCE - WIFE.** The husband shall maintain a policy of major medical, dental and hospitalization insurance, from his place of employment or individually, which provides coverage for the wife until the first day

of the first month immediately following the entry of a Final Judgment And Decree Of Divorce between the parties. All doctor, hospital, dental, medical, psychiatric psychological, orthodontic, ophthalmic, prescription drug and other reasonable and necessary health related expenses incurred for the wife which are not paid for by insurance covering the wife shall be the sole responsibility of the wife.

10.

**ALIMONY.** The husband shall pay to the wife the sum of **ONE THOUSAND ONE HUNDRED SEVENTY-FIVE AND NO/100 (\$1,175.00) DOLLARS** per month, as periodic alimony, for the wife's support and maintenance. Said sum shall be payable \$543.00 every other Friday with the first such payment of periodic alimony being due on June 28, 2002 and continuing every other Friday until the child is no longer eligible to receive child support. If child support terminates, for any reason, prior to August 31, 2004, then beginning on the next Friday following the termination of child support the husband shall pay to the wife the sum of \$1,085.00 every other Friday as periodic alimony, until August 31, 2004 or until such time as the wife dies or remarries, whichever event shall first occur. Provided the wife is in life on September 1, 2004, and has not remarried prior to that time, then, in that event, the husband shall begin paying to the wife the sum of **ONE THOUSAND SEVEN HUNDRED (\$1,700.00) DOLLARS** per month, as periodic alimony, for the wife's support and maintenance. Said periodic alimony payments shall be payable at the rate of \$784.62 every other Friday and shall continue on every other Friday thereafter for a period of 1 year (26 payments), or until the wife shall die or remarry, whichever event occurs first.

Provided the wife is in life on September 1, 2005 and has not remarried prior to that time, then, in that event, the husband shall begin paying to the wife the

sum of **ONE THOUSAND TWO HUNDRED (\$1,200.00) DOLLARS** per month, as periodic alimony, for the wife's support and maintenance. Said periodic alimony payments shall be payable at the rate of \$553.85 every other Friday and shall continue on every other Friday thereafter for a period of 1 year (26 payments), or until the wife shall die or remarry, whichever event occurs first.

Provided the wife is in life on September 1, 2006, and has not remarried prior to that time, then, in that event, the husband shall begin paying to the wife the sum of **SIX HUNDRED FIFTY (\$650.00) DOLLARS** per month, as periodic alimony, for the wife's support and maintenance. Said periodic alimony payments shall be payable at the rate of \$300.00 every other Friday and shall continue on every other Friday thereafter for a period of 1 year (26 payments), or until the wife shall die or remarry, whichever event occurs first.

The parties hereby waive their statutory right to future modifications, up or down, of the alimony payments provided for herein, based upon a change in the income or financial status of either party. By specific agreement of the parties, all payments of alimony as provided for under the terms of this Agreement shall be paid by the husband via Income Deduction Order.

11.

**LIFE INSURANCE - HUSBAND.** Within ten (10) days following the execution of this Agreement, the husband shall obtain a contract of insurance upon his life, or shall change the beneficiary of any existing life insurance policy to provide for the payment of a death benefit of no less than \$300,000.00 to Patricia M. Jeffs, as irrevocable beneficiary of such death benefits. The husband's obligation to maintain such life insurance coverage with unencumbered death benefits of not less than \$300,000.00 payable to Patricia M. Jeffs as irrevocable beneficiary shall

continue until such time as the husband's obligations for payment of child support, health insurance premiums, uninsured health related expenses for the minor child and payment of periodic alimony payments to the wife have terminated by the terms set forth in this Agreement.

The husband shall provide the wife reasonable assurance that he has in effect, at all times required herein, sufficient life insurance coverage to comply with the terms and provisions of this paragraph of this Agreement, naming the wife as irrevocable beneficiary of not less than \$300,000.00 in death benefits.

It is provided, however, that at such time as all obligations of the husband herein for the provision of child support, payment of all other expenses he is required to pay for the benefit of the minor child, and payment of periodic alimony to the wife shall have been fulfilled or terminated in accordance with the terms and provisions of this Agreement, then the husband's obligation to provide life insurance as set forth herein shall also terminate.

12.

**HOUSEHOLD FURNITURE AND FURNISHINGS/PERSONAL PROPERTY.**

The wife shall be entitled to the exclusive use, possession and ownership of all of her clothing, personal effects, jewelry and all items of furniture and furnishings which are in her possession as of the date of execution of this Agreement. The husband shall be entitled to the exclusive use, possession and ownership of all of his personal clothing and possessions and all items of furniture and furnishings which are in his possession as of the date of execution of this Agreement. Each of the parties shall be entitled to own his/her personal property, household furniture and furnishings free of any claims by the other party.

**VEHICLES.** The wife shall be entitled to the exclusive use, possession and ownership of the 1998 Mercury Villager vehicle, which shall be titled in her name. The wife shall be solely responsible for payment of the monthly installments, as each becomes due, on the promissory note and security agreement currently in favor of First Virginia Credit Services, which form a lien against such vehicle. The wife shall also be solely responsible for timely payment of any and all expenses of any kind associated with ownership and operation of such vehicle, including but not limited to taxes, insurance premiums, repairs and maintenance expenses and all other costs and expenses associated with such vehicle, without contribution from the husband. The wife shall indemnify and hold the husband harmless from any responsibility and/or liability for the payment of any expenses associated with such vehicle, including but not limited to, the payment of all of his attorney's fees in the event effort is made to collect any of the foregoing expenses from him.

The husband shall be entitled to the exclusive use, possession and ownership of the 1995 Honda Accord vehicle, which shall be titled in his name. The husband shall be solely responsible for payment of the monthly installments, as each becomes due, on the promissory note and security agreement currently in favor of Bank Of America, which form a lien against such vehicle. The husband shall also be solely responsible for timely payment of any and all expenses of any kind associated with ownership and operation of such vehicle, including but not limited to taxes, insurance premiums, repairs and maintenance expenses and all other costs and expenses associated with such vehicle, without contribution from the wife. The husband shall indemnify and hold the wife harmless from any responsibility and/or liability for the payment of any expenses associated with

such vehicle, including but not limited to, the payment of all of her attorney's fees in the event effort is made to collect any of the foregoing expenses from her.

14.

**REAL ESTATE.** The parties acknowledge that neither of the parties owns any interest in any real estate as of the date of execution of this Agreement. Payment of any expenses associated with any residential lease agreements or which either of the parties is obligated shall be the sole responsibility of the party who signed the respective lease agreement(s), without contribution from the other party. Both parties represent that they have not entered into any lease agreement for which the other party is responsible since the date of separation of the parties.

15.

**COLLEGE FUND.** The husband shall continue to pay the premium on the child's college tuition fund to Mega Mutual until the child is 18 years of age. If the child does not attend college, then the funds shall be paid to the child, or divided equally between the parties if the child is not in life.

16.

**CHECKING/SAVINGS ACCOUNTS.** The husband shall be entitled to retain all funds currently on deposit in any checking account and/or savings account which is in his name individually or jointly with another other than the wife, except as expressly provided for to the contrary by the terms of this Agreement.

The wife shall be entitled to retain all funds currently on deposit in any checking account and/or savings account which is in her name individually or jointly with another other than the husband, except as expressly provided for to the contrary by the terms of this Agreement.

The joint checking account in the names of both parties shall be closed by the wife within thirty (30) days of the date of execution of this Agreement. Until such time as the joint checking account is closed, the wife shall have the exclusive right to any and all funds contained in such joint checking account. Upon closing the account, the wife shall be entitled to retain any and all funds which are in the account on the date the account is closed.

17.

**PENSION/RETIREMENT/IRA/401-K ACCOUNTS.** The wife shall be entitled to one-half of any and all funds and/or benefits contained in and/or resulting from the retirement plan in the name of the husband with BAE Systems, his current employer, as of June 1, 2002. The wife's share of such account shall be transferred to her via a Qualified Domestic Relations Order (QDRO), which shall be drafted within a reasonable period of time, not to exceed one hundred twenty (120) days without just cause, from the date of entry of a Final Judgment And Decree Of Divorce between the parties. Said QDRO shall be prepared by counsel chosen by the husband, at the expense of the husband, subject to review and approval by counsel chosen by the wife and subject to approval by the Plan Administrator. The remainder of the funds and/or benefits related to such Plan shall be the exclusive property of the husband. The wife hereby waives any and all legal and/or equitable rights she has in the remainder of such funds and/or benefits.

The wife shall be entitled to retain exclusive ownership of any and all funds and/or benefits contained in and/or resulting from the retirement plan in the name of the wife resulting from her employment with the Gwinnett County Board

Of Education. The husband hereby waives any and all legal and/or equitable rights he may have in such retirement plan in the name of the wife.

18.

**DEBTS.** The husband shall assume and be solely responsible for payment of any and all debts and/or credit card accounts which are in the name of the husband alone, without contribution from the wife.

The wife shall assume and be solely responsible for payment of any and all debts and/or credit card accounts which are in the name of the wife alone, without contribution from the husband.

The wife shall indemnify and hold the husband harmless from liability for payment of all debts which she is required to pay, including, but not limited to, the payment of all attorney's fees incurred by the husband in the event effort is made to collect any portion of the wife's debts from him.

The husband shall indemnify and hold the wife harmless from liability for payment of all debts which he is required to pay, including, but not limited to, the payment of all attorney's fees incurred by the wife in the event effort is made to collect any portion of the husband's debts from her.

19.

**TAX INDEMNIFICATION.** The husband agrees to indemnify and hold the wife harmless from any claims, assessments, liability or loss whatsoever imposed by any state government or by the federal government on account of any income tax liability assessed against the parties in connection with any income tax returns which may have been jointly filed by the husband and wife, if an audit or review of said return reveals that he failed to pay the required amount of taxes on his income.



The wife agrees to indemnify and hold the husband harmless from any claims, assessments, liability or loss whatsoever imposed by any state government or by the federal government on account of any income tax liability assessed against the parties in connection with any income tax returns which may have been jointly filed by the husband and the wife, if an audit or review of said return reveals that she failed to pay the required amount of taxes on her income.

20.

**ATTORNEY FEES.** The parties agree that, on or before December 31, 2002, the husband shall pay to Gary J. Markwell, attorney for the wife, 390 North Main Street, Alpharetta, Georgia 30004, the sum of \$3,500.00, which sum represents the attorneys fees and litigation expenses incurred by the wife in her representation in this divorce action. The husband shall be solely responsible for payment of any and all litigation expenses incurred by him in his representation in this matter, without contribution from the wife.

21.

**TAX CONSEQUENCES.** The parties acknowledge that the Tax Reform Acts of 1984 and 1986, and all amendments thereto created dramatic changes in the tax law as it effects the dissolution of marriages, divorces and the taxes associated with the division of property. The attorneys representing the parties do not hold themselves out as being experts in tax related matters, and therefore, have recommended that the parties obtain competent tax advice from an independent source and, by execution hereof, said parties have acknowledged such recommendation and have sought, and, if they so desired, obtained advice with regard to tax matters of concern to them, as contemplated herein.

22.

**REPRESENTATION**. Both parties acknowledge that they have read this entire Agreement before signing same and that they assent to all the terms thereof. The husband acknowledges that he has been represented by Cheryl Hinderer and by Stephen A. Land in the negotiations leading to and the drafting of this Agreement. The wife acknowledges that she has been represented by Gary J. Markwell in the negotiations leading to and the drafting of this Agreement. Both parties acknowledge that they are satisfied with the representation of their respective attorneys. To the extent either party had questions or concerns regarding the terms of this Agreement, each acknowledges that he/she has had ample opportunity to address such issues with his/her respective attorney or other advisor, or to otherwise satisfy themselves regarding such issues. The parties acknowledge that they have entered into this Agreement freely and voluntarily, without coercion of any kind from any source whatsoever, and each has ascertained all the facts, conditions and circumstances likely to influence their judgment on all matters herein contained.

23.

The parties agree that this Agreement may be submitted to the appropriate court having jurisdiction in this matter or in any other action for divorce filed by either party against the other, and that this Agreement, if approved by said Court, shall be incorporated into, and become a part of, any interim order or final decree in said action. This Agreement constitutes the sole Agreement between the parties with respect to all items referred to in this Agreement, and is binding upon the parties.

24.

The parties acknowledge that they are entering into this Agreement freely and voluntarily, without coercion of any kind; that they have read each page of the Agreement carefully before signing same; that they have ascertained and weighed all the facts and circumstances likely to influence their judgment regarding matters set forth herein; that they have sought and obtained legal advice independently of each other, if they desired such advice; that they have had ample opportunity to become familiar with their respective legal rights; that they have given due consideration to the provisions of this Agreement and the various consequences thereof; and that they clearly understand and assent to all the provisions hereof.

25.

The husband and wife shall not hereafter contract any debts, obligations or other liabilities whatsoever, for which the other party, or his or her property or estate, will or may become liable or answerable, except as otherwise provided in this Agreement. Each party shall hold the other harmless from any damages suffered by the other as a result of breach of the terms of this provision, including but not limited to interest charges, penalties, attorney's fees or legal costs actually incurred by the other party.

26.

Upon execution of this Agreement, the parties hereto release all of their interest, claim or right to any and all other property not specified herein, which is in the possession of the other party. The parties further agree that the within and foregoing property settlement constitutes full and complete satisfaction of any and all claims for alimony, payment of debts and division of all real and personal

property. The parties further waive any and all claims which they may have against each other or their executors, administrators or assigns, for support and alimony, and each party accepts the terms of this Agreement, in full settlement of any claims arising out of the divorce proceeding between the parties.

27.

**DISCOVERY.** Before this Agreement was negotiated, each party was advised of his or her rights under the Georgia Civil Practice Act to conduct formal discovery, investigation, and analysis of the assets, liabilities, and income of the other party. Each party knowingly and voluntarily chose to forego such formal discovery, accepting the provisions of this Agreement on the basis of information acquired informally, without formal discovery.

28.

Each party shall execute all instruments and documents that may be reasonably required to give full force and effect to the provisions of this Agreement.

29.

Each party shall be solely responsible for any debts which he/she entered into after the date of separation except as specifically provided for herein to the contrary.

30.

This Agreement shall be construed and governed in all respects according to the laws of the State of Georgia.

31.

This Agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants or understandings other than those expressly set forth herein.

32.

No modification or waiver of any kind of the terms of this Agreement shall be valid unless in writing and executed by both parties with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed to be a waiver of any subsequent breach or default.

33.

If either of the parties defaults in the performance of any of the terms, provisions or obligations set forth herein, and it becomes necessary to institute legal proceedings to effectuate the performance of any of the provisions of this Agreement, then the party found to be in contempt shall pay all expenses, including reasonable attorney's fees, incurred in connection with such enforcement proceedings.

34.

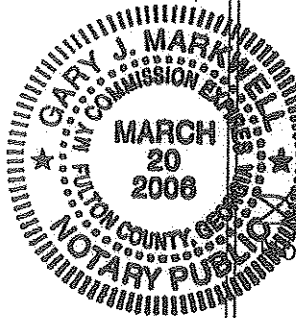
All provisions of this Agreement shall be binding upon and insure to the benefit of the respective heirs, executors and administrators of the parties.

35.

**FULL DISCLOSURE.** Each party represents and warrants that he or she has made a full and fair disclosure to the other of all of his or her property interests of any nature whatsoever, and that such property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except those which have been disclosed and are set forth herein. It is further acknowledged and agreed that each party has relied upon the full disclosure by the other with regard to the entire assets and estate of the parties, and that said reliance shall be deemed additional consideration for entering into the within Agreement by both parties. In the event that it is discovered that the entire assets and/or estate of either of the parties have not been disclosed as set forth herein, then it is specifically acknowledged and agreed that a material portion of the

consideration for this Agreement shall have failed based upon fraud and/o mistake, and the aggrieved party shall be entitled to relief from this Agreement and any Decree into which this Agreement is incorporated. Such relief shall be available to the aggrieved party under the laws and statutes of the State of Georgia whether in law, equity or both, and by the consent of the offending party.

IN WITNESS WHEREOF, the parties hereto have signed their names and affixed their seals this 16 day of August, 2002.



Gary J. Markwell  
Notary Public

Patricia M. Jeffs  
PATRICIA M. JEFFS  
Plaintiff

Ascension B. Flores  
Notary Public

Paul G. Jeffs  
PAUL G. JEFFS  
Defendant

