1428/896

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE,
AT NASHVILLE

BOOK 8494 PAGE 313

VIVIEN BILBO KOOPER,	)	
Plaintiff,	)	
vs.	)	No. 91D-3200
ALAN PETER KOOPER,	)	
Defendant.	)	

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FINAL DECREE

This cause came to be heard on the 7th day of November, 1991, before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, at Nashville, on the Plaintiff's Complaint for Divorce. Based upon the pleadings, the testimony of the Plaintiff in open Court, and the record as a whole, it duly appears to the Court that irreconcilable differences have arisen between the parties sufficient to entitle the Plaintiff to an absolute divorce on the grounds of irreconcilable differences. Further, the Court finds that the parties have entered into an equitable settlement that treats of any and all property rights between them; and that the terms of said settlement have been reduced to a written Agreement which appears of record as a filed pleading in this cause. Accordingly, it is

ORDERED that Plaintiff, Vivien Bilbo Kooper, be granted an absolute divorce from Defendant, Alan Peter Kooper, dissolving the bonds of matrimony that have heretofore subsisted between the parties; and that the parties be restored to all the rights and privileges of unmarried persons. It is further

ORDERED that the Marital Dissolution Agreement of the parties, filed in this cause, is approved by the Court and incorporated in this Decree in words and figures as follows:

FILED

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SECOND CIRCUIT

BOOK 8494 PAGE 314

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE
B. Thompson D.C.

VIVIEN BILBO KOOPER)
)
Plaintiff,)
)
v.) No. 91D-3200
)
ALAN PETER KOOPER)
)
Defendant.)

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into this 14 day of August 1991, by and between Vivien Bilbo Kooper hereinafter referred to as "Wife," of Davidson County, Tennessee, and Alan Peter Kooper hereinafter referred to as "Husband", of Davidson County, Tennessee.

W I T N E S S E T H :

WHEREAS, the parties have been married for two and one-half years and there are no children the issue of said marriage; and

WHEREAS, certain irreconcilable differences have arisen between the parties, as a result of which they have separated and are now living separate and apart from each other; and

WHEREAS, an action for divorce is now pending in the SECOND CIRCUIT Court of Davidson County, Tennessee, being Cause No. 91D-3200; and

WHEREAS, the parties desire to enter into an agreement, under which they make equitable settlement of any property rights between the parties; and under which all other respective rights, remedies, privileges, and obligations to each other, arising out of the marriage relation, or otherwise, shall be fully proscribed and bounded thereby; and

WHEREAS, the parties hereto have been fully, separately, and independently apprised and advised of their respective legal rights, remedies, privileges, and oblgiations, arising out of the

marriage relation or otherwise, by counsel of their own choice and selection; and each having, in addition thereto, made independent inquiry and investigation with respect to all the same; and each having been fully informed of the other's assets, property, holdings, income, and prospects; and

WHEREAS, the parties hereto each warrant and represent to the other that they, and each of them, fully understand each of the terms, covenants, conditions, provisions, and obligations incumbent upon each of them by virtue of this Agreement and to be performed or contemplated by each of them hereunder; and each believes the same to be fair, just, reasonable, and to her or his respective individual best interests.

NOW THEREFORE, in consideration of the premises and of the covenants and promises contained herein, the parties hereto mutually agree as follows:

1. Effective Date. This Agreement shall become binding upon the parties, and their respective legal representatives, successors, and assigns, immediately following the granting of a Final Decree in the aforesaid divorce proceeding; provided that the provisions of this Agreement are approved by the Court in which such proceeding is instituted. In the absence of a granting of a decree or the approval of the Court, the provisions of this Agreement shall have no effect.

2. Division of Property.

(a) **Real Property.** The Wife hereby quitclaims all of her right, title and interest in 1620 Stokes Lane, Nashville, Tennessee 37215 which bears the following legal description as noted in Deed Book 8118, Page 101 of the Davidson County Registers Office to wit:

> LAND in Davidson County, Tennessee, being Lot No. 2 on the Map of Eason's Second Subdivision of Belmont Terrace Annex No. 2, as of record in Book 547, Page 80, Register's Office for said County, to which reference is hereby made for more complete and accurate legal description.
>
> BEING the same property conveyed to James Terry Bates and Kathy Ellen Askew (now Bates) by deed from Arthur W. Heath and wife, Sara Daigneau-Heath, of record in Book 6326, Page 642, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to Al Kooper and wife, Vivien Kooper by deed from James Terry Bates and Kathy Ellen Askew Bates of record in Book 8118, Page 101, Register's Office for Davidson County, Tennessee.

The parties acknowledge and agree that any and all right, title and interest in and to said real property shall be divested from the Wife and vested solely in the Husband, with the Husband being solely responsible for any indebtedness thereon. Husband further agrees to hold the Wife harmless from any said indebtedness and to indemnify her for any cost, expenses, or losses experienced by her as the result of the Husband's failure to meet the obligations contained herein.

b. **Automobiles.** The parties further agree that all right, title and interest in and to the Wife's automobile, a 1988 Mazda MX6, titled in her name, shall be divested out of the Husband and vested solely in the Wife. The wife agrees that she shall be solely responsible for that indebtedness owing on the vehicle, if any, which is vested solely in her while holding the Husband harmless from any said indebtedness. The parties further agree that they shall indemnify the other party for any costs, expenses, or losses experienced as a result of the other party's failure to comply with the terms of this provision. Furthermore, the parties further agree that they shall immediately execute whatever documents are necessary to carry out and effectuate the terms of this provision.

c. **Personal Property.** The parties agree that they have made a satisfactory settlement and distribution of all personal property, said distribution including, but not limited to, the Wife being entitled to a certain black desk and chair, matching filing cabinets, black rolling table and wall unit, spinet piano, love seat and matching couch, coffee table, a certain bookcase, wall unit from spare bedroom, kitchen table from patio, RCA Colortrak television set and JVC VCR, a certain stereo set up with speakers, telephone answering machine, a certain gold chest, white fluffy rug, a peach rug, and art deco lamp, together with certain books, albums, cassettes, compact discs and personal items which have been agreed upon; together with certain dishes

and silverware received by Wife from her father and together with her clothing and personal items.

The balance of the entire contents of the parties' residence shall be vested in the Husband in fee simple, free and clear from any claim by the Wife.

d. **Copyrights.** The Husband hereby quitclaims and releases any right, title and interest in the Wife's share of the copyrights to any compositions jointly created by the Wife and the Husband or created independently by the Wife, either alone or together with others during the parties' marriage. These copyrights are more specifically described as follows:

Now Is A Fine Time
(Al Kooper 50%/Vivien Kooper 50%)
Waiting For The Other Shoe To Fall
(Al Kooper 50%/Vivien Kooper 50%)
There's A Weasel In Your Henhouse
(Al Kooper 50%/Vivien Kooper 50%)
The Truth Behind The Lies
(Al Kooper 50%/Vivien Kooper 50%)
Stay Away From My Midnights
(Vivien Kooper 50%/John Tiven and Sally Tiven 50%)
Piece Of The Pie
(Al Kooper 50%/Vivien Kooper 50%)
Jewel In Her Heart
(Al Kooper 50%/Vivien Kooper 50%)
Chimayo
(Al Kooper 50%/Vivien Kooper 50%)
Going Our Separate Ways
(Vivien Kooper 50%/Al Kooper and Jeff Levine 50%)
Distracted
(Vivien Kooper 50%/Al Kooper and John Cowan 50%)
The Lost And The Lonely
(Vivien Kooper 50%/Felix Cavaliere 50%)
I Knew She Was The One
(Vivien Kooper 50%/Robin Randall 50%)
Prairie Child
(Al Kooper 50%/Vivien Kooper 50%)
Trick Of The Light
(Vivien Kooper 50%/Michelle White 50%)
Tearing Down Memory Lane
(Vivien Kooper 33 1/3%/Tony Joe White 33 1/3%/LeAnn White 33 1/3%)
Bad News
(Vivien Kooper 50%/Steve Bard 50%)
Homeless Heart
(Vivien Kooper 50%/Steve Haggard 50%)
Boomerang
(Vivien Kooper 50%/Steve Haggard 50%)
Smoke Through My Fingers
(Vivien Kooper 50%/Steve Haggard 50%)
How She'll Leave Him
(Vivien Kooper 50%/Steve Haggard 50%)

The Wife hereby quitclaims and releases any and all interest she might have in any copyrights created separately by the Husband during the parties' marriage.

e. The parties acknowledge and agree that in satisfaction

and consideration of all other property rights and obligations arising out of the marriage, the Husband has paid prior to the execution of this agreement directly to the Wife, the sum of Ten Thousand Dollars ($10,000).

f. Each of the parties shall own as his or her separate property, respectively, any and all clothing, jewelry, and personal effects in his or her possession.

3. Existing Indebtedness.. The Husband shall pay the indebtedness created or incurred by the parties hereto on or before the date of execution of this agreement. The Husband represents that on the date of the execution of this Agreement there are no unpaid debts or liabilities that he has incurred subsequent to the date of this agreement for which the Wife is obligated to pay. The Wife represents that there are no unpaid debts, other than the Visa bill and the South Central Bell bill, for which the Husband is obligated to pay. From the date of the execution of this Agreement, neither party shall contract any indebtedness nor incur any liability for which the other party may be held liable.

4. Tax Returns. Each of the parties shall file separate income tax returns beginning with calendar year 1991 and pay all income taxes due with respect to his or her income. The Husband shall indemnify the Wife, and hold her free from any liability or loss whatsoever on account of any taxes on income heretofore or hereafter earned or received by the Husband, and on their joint income to the date of the execution of this Agreement. The Wife shall indemnify the Husband, and hold him free from any liability and loss whatsoever, on account of any taxes on income hereafter earned or received by the Wife.

5. Insurance. The Husband agrees to maintain in effect the policy of health insurance currently maintained through the Motion Picture Health and Welfare Fund for the benefit of both parties through the last day of the month in which the Final Decree of Divorce is entered.

6. Mutual Release. Each party hereby releases, waives and relinquishes any and all rights which he or she may now have, or may hereafter have, as the other party's spouse under the present or future laws of any jurisdiction, except the right to demand performance of this Agreement and of all other obligations contained in any other agreement or instrument entered into or executed by them at or about the time of the execution hereof, which Agreement and other instruments shall be hereafter enforceable against the parties or their heirs and personal representatives, according to their terms.

7. Disclosure. Each of the parties expressly certifies that he or she has entered into this Agreement upon mature consideration and upon the advice of separate counsel; that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person; that no representations of fact have been made by either party to the other, except as herein expressly set forth; and that this Agreement is fair and reasonable.

8. Further Assurances. The Husband and Wife shall, at any and at all times, upon request by the other party, or her or his legal representative, make, execute, and deliver any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement.

9. Attorneys Fees. Each party shall be responsible for his or her own respective attorneys fees. The cost of this cause shall be borne by the Wife.

10. Independent Covenants. Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently, irrespective of any of the other rights and obligations set forth herein.

11. Entire Understanding. 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.

11. Approval by Court. This Agreement shall be submitted for approval to the Court in which such proceeding is pending but it is not intended, nor shall it be construed, to be an agreement for dissolution of the marriage or separate maintenance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals the day and year first above written; and they hereby acknowledge that the provisions of this Agreement shall be binding upon their respective heirs, assigns, executors, and administrators.

Vivien Bilbo Kooper

Vivien Bilbo Kooper

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Vivien Bilbo Kooper, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 19th day of August, 1991.

Notary Public

My Commission Expires: 1/22/95

Alan Peter Kooper

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Alan Peter Kooper, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 14 day of August, 1991.

Notary Public

My Commission Expires: 9-25-93

/s/ Alan Peter Kooper
Alan Peter Kooper

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Alan Peter Kooper, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 14th day of August, 1991.

/s/ Pamela G. Bice
Notary Public

My Commission Expires: 9/25/93

Unless specifically ordered by the Court, the provisions of the Agreement treating of support shall not be reduced or prorated.

It is **FINALLY ORDERED** that the costs of this cause be taxed to the Plaintiff.

ENTER this the 7th day of November, 1991.

Marietta Shipley, Judge

APPROVED FOR ENTRY:

Sawnie R. Aldredge, #10354
Attorney for Plaintiff
P.O. Box 120713
Nashville, TN 37212
(615) 327-9377

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing FINAL DECREE has been sent to Rose T. Palermo, Esq., Attorney for Alan Peter Kooper, Cheatham & Palermo, 43 Music Square West, Nashville, TN, 37212 on this the 7 day of November, 1991 by placing the same in the U.S. mail.

Sawnie R. Aldredge

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Mail
Cheatham &
Palermo
P.O. 121857
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STATE OF TENNESSEE

I, **GEORGE L. 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* SECOND *Circuit Court for Davidson County, Tennessee, on the* 7th *day of* NOVEMBER, *19* 91, *in Case Number* 91D-3200 *between* VIVIEN BILBO KOOPER *Plaintiff, and* ALAN PETER KOOPER *Defendant, as same remains of record in Book* 142B, *Page* 896 *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* 19th *day of* November *in the year one thousand nine hundred and* ninety-one *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By N Cartwright *D.C.*

Form #GR-117