IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DAWN PERKERSON,
Wife

VS.

MICHAEL FREDERICK PERKERSON,
Husband.

NO. 93D-2998

FINAL DECREE OF DIVORCE

This cause came on to be heard on March 11, 1994, before the Honorable Muriel Robinson Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife; the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties in which the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of any children of that marriage and for the equitable settlement of any property rights between the parties; testimony of the Wife; and the entire record in this cause. From all of which, it appears to the Court that the Wife should be awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce. It further appears to the Court that there should be no proration or reduction of support unless otherwise ordered by this Court.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Wife be and hereby is awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DAWN PERKERSON,
Wife

VS.

MICHAEL FREDERICK PERKERSON,
Husband.

NO. 93D-2998

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between DAWN PERKERSON (hereinafter referred to as "Wife") and MICHAEL FREDERICK PERKERSON (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Wife has instituted divorce proceedings against the Husband, same being Civil Action Number 93D-2998 in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences, and each shall be restored to all the rights and privileges of an unmarried person.

2. The Husband acknowledges that he has not been served with process in this cause, but that by executing this Marital Dissolution Agreement, he waives service of process.

3. The parties are the parents of one minor daughter, Alexandra Perkerson, whose date of birth is March 1, 1989. The parties acknowledge that the Wife shall receive the absolute care, custody and control of said minor child, with the Husband being awarded all reasonable rights of visitation.

4. The Husband shall pay the Wife for the support and maintenance of the parties' minor daughter the sum of $500.00 per week, payable on Friday of each week, which payments are to commence on the first Friday following the entry of the Final Decree of Divorce in this cause. Further, commencing three years after the entry of the Final Decree of Divorce in this cause, the Husband shall pay an additional sum of $500.00 per week into an educational trust fund which the Husband agrees that he will establish for the benefit of the minor daughter, to help fund the child's college education. The trust provision shall provide that said trust shall be irrevocable, that the child will be the beneficiary of the trust, that the Husband and the Wife will be designated as the co-trustees for the child, and that the funds in said trust may be removed starting when the child enters college to fund her college education and all expenses involved in funding the child's college education and such other expenses as the Wife deems necessary for the support and maintenance of the child during her college days. The trust is to terminate five years after the child commences college, and any funds remaining in the trust shall be payable directly to the child. The funds shall be placed on deposit on a weekly basis at a banking institution or such bank accounts, mutual funds, or other accounts as the Husband and the Wife may select. The child support set in this cause is not pursuant to the Tennessee Child Support Guidelines, in that the Husband's income far exceeds the maximum covered under said Guidelines.

As further child support, the Husband shall pay to the Wife the sum of $3,000.00 per year for a clothing allowance, $1,500.00 of which shall be paid on March 1st and $1,500.00 of which shall be paid on August 1st of each and every year until the parties' minor child graduates from college.

Should the Husband die prior to his payment of all of the obligations to the Wife and the parties' minor child under this Agreement, said remaining obligations shall become a claim against the Husband's estate.

5. The Husband agrees that he shall be responsible for the payment of all private school education for the minor child, from the time the child starts kindergarten until the time she graduates from high school, with the Husband being responsible for the payment of all tuition, fees, books, supplies, field trips, extracurricular activities, school trips out of town, and any other expenses which will arise in connection with the child's attendance at Harding Academy or a comparable school through the 12th grade. Further, the Husband agrees that, in the unlikely event that the college educational fund established for the child in paragraph four hereinabove does not have sufficient funds to pay for the child to complete a four-year course of study at a college, trade or technical school of her choice, for whatever reason, the Husband shall be responsible for the payment of all tuition, fees, books, supplies, room and board, transportation, and all other expenses in connection with the child's four-year course of study at a college, trade or technical school of her choice. The parties further agree that the selection of the college, trade or technical school shall be solely the child's.

6. The Husband shall maintain health insurance coverage for the benefit of the minor child of the parties until she graduates from college, and he shall be responsible for the payment of all uncovered medical, dental, orthodontic (including braces), eye care (including glasses and contact lenses), prescription drugs, and any other reasonable and necessary health-related expenses for the child not covered by said insurance.

7. The parties are the joint owners of two unimproved lots, one being located at 302 Chamberlin Street, Nashville, Tennessee, and the other one being located at 310 37th Avenue, North, Nashville, Tennessee. The parties agree that the Wife shall be awarded all right, title and interest in and to both of these lots, with the Husband being divested of any interest he may have therein

and the same being reinvested in the Wife. The Husband shall execute and deliver to the Wife Quitclaim Deeds conveying his interest in and to said lots to the Wife. The Wife shall be responsible for the payment of any indebtedness owed in connection with said properties, if any, and she shall indemnify and hold the Husband harmless from repayment thereof.

8. The parties are the joint owners of the marital residence located at 1203 Canterbury Drive, Nashville, Tennessee 37205. The parties agree that the Husband shall receive all right, title and interest in and to said marital residence. The Husband shall pay to the Wife, within two years from the date of entry of the Final Decree of Divorce in this cause, the sum of $150,000.00 for her interest in said residence. Upon the Husband paying to the Wife said interest in the residence, the Wife shall execute and deliver to the Husband a Quitclaim Deed conveying her interest in and to said residence to the Husband. Further, the Wife shall retain a lien on said marital residence to secure payment of her equity herein. The Husband shall assume the outstanding indebtedness owed on said marital residence, and he shall indemnify and hold the Wife harmless from repayment thereof. Further, the Husband agrees that the Wife and the minor child of the parties shall be allowed a period of six months to continue to have the exclusive occupancy of the marital residence following the entry of the Final Decree of Divorce in this cause, and the Husband shall be responsible for paying all expenses in connection with said residence, including but not limited to the mortgage, insurance, taxes, utilities, maintenance, upkeep, telephone (including long distance charges), maid service, maintenance and all daily, weekly and monthly maintenance workers, and any other expenses connected with the marital residence in keeping with the custom and lifestyle the parties maintained during this marriage. If the Husband fails to pay the $150,000.00 referred to hereinabove, when due and payable, interest shall run at the rate of ten percent per annum and shall commence as of the date of entry of the Final Decree of Divorce in this cause.

9. As a further division of property in this cause, the Husband shall pay to the Wife the sum of $250,000.00 in the form of a certified or cashiers check within thirty days following the entry of the Final Decree of Divorce in this cause. If the Husband fails to pay said $250,000.00 to the Wife on said due date, interest shall run on the $250,000.00, commencing as of the date of entry of the Final Decree of Divorce in this cause, at the rate of ten percent per annum until paid in full.

10. As a further division of property in this cause, the Husband agrees that he shall pay, at the time of the closing thereon, a total amount not to exceed $200,000.00, for the Wife to purchase in her own name a new residence. Said $200,000.00 shall be due and payable upon the closing, with the Husband to deliver to the Wife a certified or cashier's check in the amount necessary for the Wife to pay toward the residence. Should the Wife select a home that costs in excess of $200,000.00 or the fees and expenses combined with the purchase price exceed $200,000.00, the Wife shall be responsible for the payment of any amounts over and above $200,000.00, it being the intent that the Husband's sole obligation shall be limited to the amount of $200,000.00. Should the Wife purchase a residence which total expense (purchase price plus fees and expenses) is less than $200,000.00, the Husband's obligation shall be limited to the total amount of the Wife's purchase price plus the fees and expenses in connection with the purchase of the residence.

11. The Husband shall pay to the Wife alimony in the sum of $78,000.00 which shall be payable at the rate of $500.00 per week for a period of 156 weeks until the full $78,000.00 has been paid. The first payment shall commence on the Friday following the entry of the Final Decree of Divorce in this cause and shall be payable on each successive 155 Fridays thereafter until paid in full, or until the Wife's remarriage, whichever is the first to occur.

12. As further alimony, the Husband shall be responsible for the payment of health insurance premiums for the Wife, which the Husband shall continue to pay until such time as the Wife obtains employment, which provides her health insurance coverage as a

benefit of her employment. The Husband shall pay the amounts owed for the premiums for the Wife's health insurance coverage either monthly, quarterly, semi-annually, or annually, depending upon the terms and conditions of the health insurance policy which the Wife secures for her coverage. The policy that the Wife selects shall have a deductible of no more than $250.00 and shall provide for major medical, as well as prescription drug coverage, office visit coverage, and full comprehensive coverage comparable to the policy that the Wife currently has covering her through the Husband's employment. Should the Wife remarry prior to obtaining a job which provides health insurance as a benefit, the Husband's obligation to provide health insurance coverage to the Wife hereunder shall cease.

13. The household items of furniture and furnishings located in and about the Canterbury residence of the parties, including lawn furniture and any other items located on the premises, shall become the sole and exclusive property of the Wife, free of any claims from the Husband. Further, the Husband shall turn over to the Wife the couch and two chairs which he removed from the residence when he vacated the same. The Husband shall be entitled to any furniture and furnishings he may have in his current place of residence, free of any claims from the Wife, with the exception of the couch and two chairs previously mentioned herein.

14. As a further division of property in this cause, the parties agree that the Husband shall receive all right, title and interest in and to the following businesses in which he is involved, free of any claims from the Wife: P & E Electric, E.U.S.C.O., E.S.U., E.A.M., P.P.M.C., and Utility Finance and Lease. Further, the Husband shall receive all bank accounts, mutual funds, certificates of deposit and any other assets titled in his name, free and clear of any claims from the Wife. The Husband shall further receive any pension funds, retirement accounts, deferred compensation plans, any tax shelters, investments, limited partnerships, tax shelter investments, corporations and businesses in which he has an interest, free and clear of any claims from the Wife. The Husband agrees that he

shall assume all outstanding indebtedness connected with any of the businesses and interests awarded to him herein, and he shall indemnify and hold the Wife harmless from repayment thereof.

15. The Husband further agrees that for all years for which the parties filed a joint federal income tax return, he shall be solely and separately responsible for any and all liability in connection therewith, including any assessments which may now be due and owing or any which may be taxed against the parties in the future, and he shall indemnify and hold the Wife harmless from repayment thereof.

16. The Wife shall receive all right, title and interest in and to her bank accounts, 401K accounts, IRA's, mutual fund accounts, and any other accounts in her name, including the account which contains the $50,000.00 which the Husband gave to the Wife in February of 1994, free and clear of any claims from the Husband.

17. The Wife currently drives a 1992 Jaguar XJS automobile, which is currently leased in the Husband's name, and the Husband shall continue to make the monthly lease payments owed in connection with said automobile lease until the expiration of the lease term. At said expiration of the lease, the Husband shall take whatever steps are necessary to purchase said vehicle outright, and he shall cause title to be placed solely in the Wife's name, and the Wife shall be awarded all right, title and interest in and to said vehicle, free and clear of any claims from the Husband. The Husband shall indemnify and hold the Wife harmless from repayment of any of the lease payments.

The Husband shall receive all right, title and interest in and to the 1984 Porsche automobile and the 1993 Jeep Grand Cherokee automobiles, which are titled in his name only, and the Husband shall be responsible for any and all indebtedness owed in connection with said automobiles and indemnify and hold the Wife harmless from repayment thereof.

18. The Husband shall pay all outstanding indebtedness owed on the Wife's Mastercard, account number 5220 1005 1845 9087, not to exceed the amount of $4,000.00, and the Wife's Visa, account number 4625 4922 5005 0545, not to exceed the amount of $6,000.00, which

accounts are in the Wife's name, and the Husband shall indemnify and hold the Wife harmless from repayment thereof.

The parties acknowledge that the Husband entered into a one-year lease on a condominium in Hilton Head, South Carolina, which lease expires in May of 1994, and the parties agree that the Husband shall have the full use of said condominium until the lease expires. The parties further agree that the Husband shall be responsible for any and all indebtedness owed or incurred in connection with said lease, if any, and indemnify and hold the Wife harmless from repayment thereof.

The parties acknowledge that there are no outstanding joint debts of the parties not otherwise mentioned herein, and the parties agree that each shall pay those debts in his or her respective names and indemnify and hold the other party harmless from repayment thereof.

19. Each party shall pay his or her own attorneys' fees, and the Husband shall pay the Court costs of this cause.

20. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. 523(a)(5) which is not dischargeable in bankruptcy as to the other party. The parties intend to create a support debt that will be nondischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. 523(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

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

22. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

23. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

24. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

25. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

26. It is 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 of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

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

28. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

29. 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.

30. 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.

31. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debts of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

32. The parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment, and that they understand that Court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of the agreement.

Dawn Perkerson
DAWN PERKERSON

Michael Frederick Perkerson
MICHAEL FREDERICK PERKERSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Pamela G Rice, a Notary Public in and for the aforesaid County and State, DAWN PERKERSON, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 23rd day of February, 1994.

Pamela G Rice
NOTARY PUBLIC

My Comm. Expires: 11-22-97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Joyce Faye Choate, a Notary Public in and for the aforesaid County and State, MICHAEL FREDERICK PERKERSON, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 23rd day of February, 1994.

Joyce Faye Choate
NOTARY PUBLIC

My Comm. Expires: 9-11-94

It further appears to the Court that the current address of the Wife is 1203 Canterbury Drive, Nashville, Tennessee; and the current address of the Husband is Post Office Box 101013, Nashville, Tennessee 37224.

IT IS FURTHER ORDERED that there shall be no proration or reduction of support unless otherwise ordered by this Court.

IT IS FURTHER ORDERED that the costs of this cause shall be taxed to the Husband.

Entered this 11th day of March, 1994.

JUDGE

APPROVED FOR ENTRY:

Rose Palermo (#3330)
Attorney for Wife
Post Office Box 121857
Nashville, TN 37212

#3975
Attorney for Husband
G. Whitney Kemper

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed to Michael Frederick Perkerson, Post Office Box 101013, Nashville, Tennessee 37224, on this 11 day of March, 1994.

Rose Palermo

BOOK 9371 PAGE 924

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 _11 day of _MARCH , 19 _94 , in the Case Number _93D2938 between _PERKERSON, DAWN K. Plaintiff, and _PERKERSON, MICHAEL FREDERICK Defendant, as same remains of record in Book 2278 , Page _977 of the Minutes of said Court.

3540 06/07 0101 03CHECK 56.00

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the _06 day of _JUNE in the year one thousand nine hundred and _ninety-four and in the _218th_ year of American Independence.

RICHARD R. ROOKER, Clerk,

By K. Smith
Deputy Clerk

SEAL

94 JUN -7 PM 4:14
FELICIA ... REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

58680