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

LARRY W. ORRELL,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 94D-3727
	)	
JOAN KAMINI ORRELL,	)	
	)	
Defendant.	)	

BOOK 9724 PG 245

FINAL DECREE

This cause came on to be heard on June 23, 1995 before the Honorable Muriel Robinson, Judge, upon Plaintiff's Complaint for absolute divorce; upon the Marital Dissolution Agreement, which provides for custody and support of the parties' minor children, division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings; and upon the testimony of Plaintiff by written interrogatories, and the statements of counsel, from all of which the Court affirmatively found that the allegations of Plaintiff's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor children; that the Marital Dissolution Agreement should be approved; that the Answer heretofore filed by Defendant has been withdrawn and Defendant's Counterclaim has been dismissed; that plaintiff's current residence address is 890 Rodney Drive, Nashville, Tennessee 37205 and Defendant's current residence address is 2107 Club Parkway, Nashville, Tennessee 37221 and that the ninety-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and every provision of said Agreement is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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

LARRY W. ORRELL,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 94D-3727
	)	
JOAN KAMINI ORRELL,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Larry W. Orrell (hereinafter referred to as "Mr. Orrell") and Joan Kamini Orrell (hereinafter referred to as "Ms. Orrell"), 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 Mr. Orrell instituted divorce proceedings against Ms. Orrell on October 17, 1994, same being Civil Action No. 94D-3727 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 settle amicably their differences with respect to all property rights, support obligations, child custody rights, 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 parties are the parents of one (1) minor child, Nicholas Shane Orrell (hereinafter "Nick"), who is age thirteen (13). The parties will have joint legal custody of Nick. Ms. Orrell

will have primary physical custody of Nick, and he will reside primarily with her. Mr. Orrell will have open and reasonable visitation privileges with Nick as follows:

a. Every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m. In the event Mr. Orrell is out of town because of his work schedule on the weekend he would normally have Nick, then he will have substituted weekend time on the immediately following Monday through Wednesday. If he has Nick for substituted visitation, he will pick Nick up from school on Monday afternoon and return him to Ms. Orrell's residence at 7:00 p.m. the following Wednesday;

b. Mr. Orrell will have Nick for dinner on Monday nights when he does not have Nick for visitation that weekend;

c. The parties will divide and alternate the major holidays from year to year. The major holidays are defined as Spring Break, Easter (if different from Spring Break), Memorial Day, Labor Day, Thanksgiving (from the afternoon when school is out until Sunday at 6:00 p.m.) and Christmas (that period of time from the day school lets out for Christmas vacation until the day before school starts again). The parties shall divide the Christmas holiday time equally so each party has Nick for one-half (½) the holiday time. If the parties cannot work out a division of the Christmas holiday time, then the Christmas holidays shall be divided so one party has Nick from the day school is out until noon on December 25th, and the other party will have Nick from noon on December 25th until 6:00 p.m. on the day before school starts again, and this will alternate from year to year each Christmas;

d. Mr. Orrell shall have Nick on Father's Day, and Ms. Orrell shall have Nick on Mother's Day regardless of whose regularly scheduled weekend it is;

e. Each party shall have Nick with him or her on the party's birthday;

f. Each party shall have the right to spend at least three (3) hours with Nick on his birthday; and

g. Mr. Orrell shall have Nick for four (4) weeks during the summer to be decided upon on or before April 1 of each year.

In the event Ms. Orrell decides to move outside of the Metropolitan Nashville, Tennessee area so it is impossible for Nick to commute to school here each day, then the issue of custody and visitation will be reviewed at that time. The parties will first discuss the matter between themselves and with Nick to get his input about where he wants to live at that time. In the event the parties cannot reach an agreement on this issue, then either party has the right to petition the Court to make the final decision as to where Nick shall live at that time.

2. As child support, Mr. Orrell shall pay $500.00 per month directly to Ms. Orrell for the support and maintenance of Nick. When Nick reaches age sixteen (16), the child support payments shall be increased to $600.00 per month. The child support payments shall begin July 1, 1995 and shall continue to be due and payable on the first day of each and every month thereafter until Nick reaches age eighteen (18). In the event Nick is still in high school when he reaches age eighteen (18), the child support shall continue at that same level until Nick graduates from high school or the class of which he is a member graduates, whichever occurs last.

The parties acknowledge that the child support meets the Tennessee Child Support Guidelines. Further, the parties acknowledge, pursuant to T.C.A.§ 36-5-101(h) 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 this Agreement.

Mr. Orrell shall be entitled to claim Nick as a dependent for purposes of calculating his income tax liabilities as long as Ms. Orrell is still in school. Once Ms. Orrell is no longer in school, she will claim Nick as a dependent for purposes of calculating her respective income tax liabilities. Each party shall sign any documents necessary to enable the other person to claim Nick as a dependent for the year in which he or she is entitled to claim Nick.

3. The parties acknowledge that Nick will be in the eighth grade at Montgomery Bell Academy ("MBA") in Nashville, Tennessee for the 1995-1996 academic year, and that he has been in private school since first grade. The parties will cooperate with each other each year in trying to obtain education scholarships for Nick to obtain a private education through high school. The scholarship shall first be applied toward the costs and expenses of Nick's tuition and other costs billed directly by the school. Mr. Orrell shall then be responsible for paying the remainder of Nick's private education costs and expenses up to $3,500.00 per academic year through high school. The costs and expenses, if any, over $3,500.00 and the costs and expenses for books and uniforms (if any) shall be divided equally between the parties and each party shall pay one-half (½) of said costs and expenses until Nick graduates from high school. These costs and expenses shall be based on the then-existing costs and expenses at Montgomery Bell Academy.

4. The parties acknowledge they are both desirous of contributing toward the college education of Nick. Each party shall pay one-half (½) of all costs and expenses for the undergraduate college education of Nick, ~~including, but not limited~~ being to tuition, books, fees, room and board, a reasonable spending allowance, and transportation to and from school (being 6 trips between school and home per academic year), In the event either party has available to them any scholarships, grants, or tuition based on the then existing costs for the University of the South.

reimbursement programs, these shall first be used toward the costs and expenses of Nick's college education.

5. As additional child support, Mr. Orrell shall maintain a policy of major medical and hospitalization insurance for Nick as long as he has any obligation to Nick pursuant to the terms of this Agreement. The parties acknowledge that Nick's medical insurance is currently provided through Ms.Orrell's work and schooling at Vanderbilt. Ms. Orrell will continue to provide this insurance for Nick as long as it is available. Mr. Orrell shall pay the premiums by reimbursing Ms. Orrell for the amount paid by her. In the event said medical insurance for Nick is no longer available through Ms. Orrell's work and/or schooling, Mr. Orrell will obtain major medical and hospitalization insurance for Nick that has equivalent coverage. Each party shall pay one-half (½) of the amount within the deductible limits of the policy up to a total deductible of $400.00 per year ($200.00 per party). If Mr. Orrell elects to obtain insurance with a deductible higher than $400.00, then he shall pay the deductible amount over $400.00. Once the deductible has been met, each party shall pay one-half (1/2) of any and all uninsured medical and dental expenses for Nick for doctor bills, hospital bills, prescription drugs, dental bills, and the cost of eye examinations and/or glasses. Each party shall provide the other party with an insurance card for his or her use and with a booklet describing the insurance benefits. The parties shall cooperate with each other in the filing of all insurance claims and the disbursement of all insurance refund proceeds.

6. To secure his obligations to pay child support, to provide medical insurance for Nick, to pay one-half (½) the uninsured medical and dental costs and expenses for Nick as set forth hereinabove, to pay one-half (½) of college, and to secure all of his other obligations to Nick pursuant to the terms of this Agreement, Mr. Orrell shall maintain a unencumbered life insurance policy on his life in the amount of $100,000.00 until Nick reaches age twenty-three (23). Ms. Orrell will be named beneficiary of the life insurance as Trustee for Nick. As Trustee, Ms. Orrell shall

be, and is hereby, authorized and directed to use the proceeds of the policy(ies) to fulfill Mr. Orrell's obligations to Nick pursuant to the terms of this Agreement and to provide generally for his health, education, and support. No part of the Trust created in this document nor the income thereof is to be subject to execution or other legal process for any obligation of a beneficiary or subject to the claims of creditors of a beneficiary in any manner nor shall a beneficiary have the power to sell or mortgage or encumber the same, or any part thereof, nor anticipate the same, by assignment or otherwise. Mr. Orrell will provide Ms. Orrell with a copy of the life insurance on the day of entry of the Final Decree of Divorce showing that it is paid, in full force and effect, and that she is named beneficiary as Trustee for Nick. Mr. Orrell will continue to provide this information to Ms. Orrell on each anniversary date of the entry of the Final Decree of Divorce as long as he has an obligation to provide the life insurance pursuant to the terms of this paragraph. As long as Mr. Orrell maintains the life insurance required pursuant to the terms of this Agreement, neither Ms. Orrell nor Nick will have a claim against his estate for his obligations pursuant to this Agreement in the event of his untimely death.

7. The parties own a residence located at 890 Rodney Drive, Nashville, Davidson County, Tennessee (hereinafter "the Rodney Drive residence"). The parties acknowledge that the Rodney Drive residence has been listed with Shirley Zeitlin as realtor and placed on the market for sale. The parties shall cooperate with each other in selling the residence at the highest price possible. Ms. Orrell shall be provided with a copy of the listing agreement and Mr. Orrell shall keep her informed about the status of the sale. Mr. Orrell shall have the right to live in the Rodney Drive residence until it is sold. Until the time of the closing of the sale, Mr. Orrell shall be responsible for paying all costs and expenses associated with the Rodney Drive residence, including, but not limited to, payment of the mortgage, taxes, insurance, and

maintenance and repairs, and he shall keep all of these debts current and he shall hold Ms. Orrell harmless from any liability therefor. At the time of the closing of the sale of the Rodney Drive residence the proceeds will be divided as follows:

a. The mortgage owed to Transworld Mortgage will be paid;

b. The realtor(s) commissions will be paid;

c. The closing costs will be paid;

d. Mr. Orrell will be reimbursed $2,500.00 for the monies expended by him to prepare the residence for sale; and

e. The remaining proceeds shall be divided between the parties with Ms. Orrell receiving 35% of the remaining net proceeds and Mr. Orrell receiving 65% of the remaining net proceeds.

8. Each party shall receive the respective automobile driven by him or her as his or her sole and separate property, free and clear of any claim by the other party. Each party shall be solely and separately responsible for paying all costs, expenses, and liabilities associated with the operation of his or her automobile and shall hold the other party harmless from any liability therefor.

9. Each party shall receive as his or her sole and separate property, free and clear of any claim by the other party, all funds on deposit in any checking, savings, money market, credit union, or like monetary account in his or her individual name. The parties warrant they have no joint accounts.

10. Each party shall receive as his or her sole and separate property, free and clear of any claim by the other party, all funds on deposit in any pension, profit sharing, or retirement plan of any nature whatsoever in his or her individual name, including Individual Retirement Accounts.

11. Each party shall be responsible for providing his or her own medical insurance. Each party shall pay his or her own

uninsured medical and dental costs and expenses and shall hold the other party harmless from any liability therefor.

12. Ms. Orrell shall receive as her sole and separate property, free and clear of any claim by Mr. Orrell, all items of furniture, furnishings, and household effects located at her current residence at 2107 Club Parkway, Nashville, Tennessee. Mr. Orrell shall receive as his sole and separate property, free and clear of any claim by Ms. Orrell, all items of furniture, furnishings, and household effects located in the Rodney Drive residence with the exception of the following items from Rodney Drive which shall the sole and separate property of Ms. Orrell: All items in Nick's bedroom (i.e., bed, bookcase, chest of drawers, desk & computer, chair, cloths, books, toys, personal effects, etc.), television, washer & dryer, black bookcase in upstairs sitting room, microwave oven, brown bookcase in downstairs sitting room, rocking chair in basement, boxes of books in basement, brown speckled dishes and matching utensils & cutlery, miscellaneous vases and knick knacks, videos of Nick, and photographs.

In addition, each party shall receive as his or her sole and separate property, free and clear of any claim by the other party, their respective items of clothes, jewelry, and personal effects.

13. As a division of marital property, Mr. Orrell shall pay Ms. Orrell $1,500.00 at the time of the signing of this Agreement.

14. Each party shall pay his or her own attorney for services rendered in connection with the divorce proceedings pending in the Fourth Circuit Court for Davidson County, Tennessee and in connection with the preparation and negotiation of this Agreement.

15. Mr. Orrell shall pay all court costs associated with the divorce proceedings pending in the Fourth Circuit Court for Davidson County, Tennessee.

16. Except as otherwise provided herein, Mr. Orrell agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him and further agrees to hold Mrs. Orrell harmless from any liability for such debts. Except as otherwise provided herein, Mrs. Orrell agrees that

she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by her and further agrees to hold Mr. Orrell harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of the Agreement. The parties have no joint debts.

17. 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 the other party is responsible, either by contract or pursuant to the terms of the 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.

18. In the event it becomes reasonably necessary for either party to institute or defend legal proceedings relating to the enforcement of any provision of the Agreement, the successful party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in connection with such proceedings.

19. It is understood and agreed between the parties that the 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.

20. It is understood and agreed between the parties that the 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 the Agreement. The Agreement applies to all property now owned by Mr. Orrell and Mrs. Orrell, individually or jointly, or any property that either of them may acquire in the future.

21. The parties agree that, except as otherwise provided by the terms of the 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 the parties to the Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of the Agreement unless otherwise provided by the terms of the Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

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

23. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of the Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of the Agreement.

24. Each party represents to the other and acknowledges that the Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in the 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 and with advice of counsel.

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

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

27. It is understood and agreed between the parties that, as part of the consideration for the execution of the Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of the Agreement.

28. The Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and with respect to child custody, child support and spousal support issues, only with approval of the Court, and this requirement cannot be waived by oral agreement.

29. The Agreement will be construed under the laws of the State of Tennessee.

THIS AGREEMENT is executed in triplicate and an original of same is being retained by each party. The third original will be tendered to the Court as part of the Final Decree of Divorce between the parties.

Larry W. Orrell

Joan Kamini Orrell

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Peggy D. Mathis, a Notary Public in and for the aforesaid State and County, Larry W. Orrell, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 12th day of June, 1995.

Peggy D. Mathis
Notary Public

My commission expires: 9/16/95

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Karen B. Heavener, a Notary Public in and for the aforesaid State and County, Joan Kamini Orrell, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 8th day of June, 1995.

Karen B. Heavener
Notary Public

My commission expires: 1-27-96

It is further ORDERED, ADJUDGED AND DECREED that Plaintiff, Larry W. Orrell, shall be, and is hereby, awarded an absolute divorce from Defendant, that he be restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the child support required by the terms of this Order shall not be reduced or prorated unless specifically ordered by the Court.

It is further ORDERED, ADJUDGED AND DECREED that the amount of child support agreed upon between the parties conforms to the child support award guidelines established by the Department of Human Services pursuant to Tennessee Public Chapter 206, Acts of 1989.

It is further ORDERED, ADJUDGED AND DECREED that the costs of this cause shall be, and are hereby, taxed against Plaintiff, Larry W. Orrell.

It is finally ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Decree.

This the 23rd day of June, 1995.

Muriel Robinson, Judge

APPROVED FOR ENTRY:

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STATE OF TENNESSEE

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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 Circuit Court for Davidson County, Tennessee, on the _23 day of _JUNE , 19 _95 , in the Case Number _94D3727 between _ORRELL, LARRY Plaintiff, and _ORRELL, JOAN KAMINI Defendant, as same remains of record in Book 2458 , Page _782 of the Minutes of said Court.

TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the _05 day of _JULY in the year one thousand nine hundred and _ninety-five and in the _220th_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Penny Hubbell
Deputy Clerk

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED