IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PAMELA DIANE JOHNSON,
Wife,
vs.
THOMAS EDWARD JOHNSON,
Husband.

No. 95D-2714

BOOK 10022 PG 859

FINAL DECREE

This cause, by agreement of counsel for each party, was submitted to the Honorable Marietta M. Shipley, Judge of the Second Circuit Court, Davidson County, Tennessee, on the 29th day of March, 1996, upon the Complaint for Absolute Divorce filed by the Wife, answer and counter-complaint filed by the Husband being withdrawn, the written Marital Dissolution Agreement executed by the parties, and upon the entire record from all of which the Court finds that there exist irreconcilable differences in the marriage such that the Wife should be awarded an absolute divorce from the Husband. The Court further finds that no children have been born of the marriage, that none is expected, and affirmatively finds that the written Marital Dissolution Agreement tendered to the Court makes an equitable settlement of all property rights between the parties.

IT IS THEREFORE ORDERED that the Wife, PAMELA DIANE JOHNSON, be, and she hereby is, awarded an absolute divorce from the Husband, THOMAS EDWARD JOHNSON, on the ground of irreconcilable differences.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement be, and it hereby is, approved and made a decree of this Court, the same being incorporated herein in words and figures as follows:

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
96 MAR 29 AM 11:30
RICHARD R. ROOKER, CLERK
D.C.

PAMELA DIANE JOHNSON,

Plaintiff,

vs. No. 95D-2714

THOMAS EDWARD JOHNSON,

Defendant.

BOOK 10022 PG 860

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into this 23 day of March, 1996, by and between Pamela Diane Johnson, hereinafter referred to as "Wife", and Thomas Edward Johnson, hereinafter referred to as "Husband";

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Second Circuit Court for Davidson County, Tennessee, a suit for absolute divorce styled Pamela Diane Johnson v. Thomas Edward Johnson, and bearing Docket No. 95D-2714; and

WHEREAS, the parties desire to agree upon and fix their rights and duties with regard to their respective estates and all other matters concerning their rights and duties arising by reason of the marital relationship.

NOW, THEREFORE, in settlement, adjustment and compromise of all property rights and questions and all other matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

I. CHILDREN.

The parties acknowledge that no children have been born during the marriage and none is expected.

II. REAL PROPERTY.

The Wife shall receive the real property located at 610 Waco Drive, Nashville, Davidson County, Tennessee, which property is deeded in her name only, free of any interest or claim of the Husband.

III. PERSONAL PROPERTY BOOK 10022 PG 861

A. Furniture, Furnishings, and Personal Belongings.

The parties have heretofore divided their personal property with the exception of the following items which the Wife shall return to the Husband: lamp and magnifier, knife, his family pictures, brief case with contents, roll-around tool box, clothing, shoes, belt, leather jacket, aunt's painting, his father's belongings, queen size mattress and box spring pincore latex, fax machine and books.

B. Automobiles/Motor Vehicles/Boats/Motors.

1. The Wife shall receive the 1985 Isuzu and the 1986 Ford Ranger as well as any other vehicles she may have purchased since the parties' separation. She will further indemnify and hold the Husband harmless for any indebtedness thereon.

2. The Husband shall execute any documents which may be necessary to transfer his interest in any of these vehicles.

C. Financial Institution Accounts.

The parties acknowledge that all joint accounts have been closed and monies on deposit divided to the satisfaction of each. Any account in the individual name of either party shall belong to that party, free and clear of any interest of the other.

D. Wife's 401-K

The Wife shall receive all monies on deposit in her 401-K plan, free of any claim or interest of the Husband.

IV. PROGRESSIVE COATINGS, INC.

The Husband shall have and retain as his sole, individual and separate property all of his interest in and to Progressive Coatings, Inc., operated by him, including stock and other choses in action, free of any claim or interest by the Wife, and the Wife agrees to execute any and all necessary documents and instruments, including endorsement and delivery of stock, if any, to effect the intent and purpose of this clause. The Husband agrees to indemnify and save the Wife harmless on any and all obligations, claims, and demands against the Wife as a result of past, present, or future operation of Progressive Coatings, Inc.

IV (a). The Wife shall be restored to her maiden name of PAMELA D. COUNTER.

V. DEBTS.

The parties have incurred no joint debt and, except as otherwise provided herein, each party shall be responsible for all debts in his or her individual name.

VI. ATTORNEY'S FEES AND COSTS.

Each party shall be responsible for his or her own attorney's fee incurred in connection with the divorce proceeding. The parties shall equally divide the court costs over and above the initial cost of filing.

VII. INJUNCTION.

The parties agree that the Ex Parte Order of Protection currently in effect against the Husband, Docket No.: 95D-2714, shall be dismissed, and that each party shall hereafter be permanently Restrained and Enjoined from coming about the other for the purpose of threatening, abusing, molesting, harassing, assaulting, intimidating or harming the other in any manner.

VIII. DISCLOSURE.

Each party is fully and completely informed of the financial and personal status of the other and each of them has given full and mature thought to the meaning of this Agreement and all of the obligations contained herein, and each of the parties understands the Agreement and the obligations assumed by the other, which are assumed with the express understanding and agreement that they are in full satisfaction of all obligations, unless otherwise provided herein, which each of the said parties has or might hereafter or otherwise have toward the other.

IX. RELEASE.

Each of us having had our respective rights and duties fully explained to us by our respective counsel, in consideration of the promises contained herein, does hereby forever release, waive and discharge the other from any right, duty or obligation for support or maintenance, and to any part or share of the property of each other, and all other claims, causes of action, suits or debts, relating to or sounding in contract, tort, property loss or damage, and of every kind and nature, in law or in equity, except as this agreement otherwise provides.

X. FUTURE ENFORCEMENT.

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.

XI. EFFECTIVE DATE.

Unless otherwise provided here, all provisions contained in this Agreement shall be effective upon the entry of the Final Decree of Divorce.

XII. ACKNOWLEDGEMENT.

The parties acknowledge that the terms and conditions contained in this Agreement make adequate and sufficient provisions for the equitable settlement of all property rights between them.

XIII. INCORPORATION.

The parties agree that this Agreement, subject to the Court's approval, shall be incorporated in and made a part of any Decree of Divorce which may be entered hereafter.

IN WITNESS THEREOF, the parties hereto have set their signatures this 23 day of March, 1996.

Pamela D Johnson
PAMELA DIANE JOHNSON

Thomas Edward Johnson
THOMAS EDWARD JOHNSON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named PAMELA DIANE JOHNSON, 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 at Nashville, Tennessee, on this the 2nd day of March, 1996.

[illegible]
NOTARY PUBLIC

My commission expires: 11-22-97.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named THOMAS EDWARD JOHNSON, 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 at Madison, Tennessee, on this the 4th day of March, 1996.

Karen Burnette
NOTARY PUBLIC

My commission expires: 1-25-97.

IT IS FURTHER ORDERED that the Wife's maiden name of COUNTER shall be, and it hereby is, restored to her.

IT IS FINALLY ORDERED that the costs of this cause shall be taxed equally to PAMELA DIANE JOHNSON and THOMAS EDWARD JOHNSON, for which let execution issue if necessary.

ENTER this 2nd day of April, 1996.

MARIETTA M. SHIPLEY, Judge

APPROVED FOR ENTRY:

BOOK 10022 PG 865

VICKY V. KLEIN, BPR# 10015
Attorney for Husband
509 Lentz Drive
P. O. Box 608
Madison, TN 37116-0608
(615) 865-5533

Laura Tek (w/permission VVK)

LAURA TEK, BPR# 16523
Attorney for Wife
227 Second Avenue, North
Nashville, TN 37201
(615) 256-7345

CERTIFICATE OF SERVICE

The undersigned hereby certifies that an exact copy of the foregoing Final Decree has been mailed, postage pre-paid, to Ms. Laura Tek, Attorney for Wife, 227 Second Avenue, North, Nashville, TN 37201, on this 29th day of March, 1996.

VICKY V. KLEIN

PICK-UP

0173742
IDENTIF. NUMBER/REFERENCE

96 MAR 22 PM 12:33

BOOK 10022 PG 866

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 _SECOND Circuit Court for Davidson County, Tennessee, on the _02 day of _APRIL , 19 _96 , in the Case Number _95D2714 between _JOHNSON, PAMELA DIANE Plaintiff, and _JOHNSON, THOMAS EDWARD Defendant, as same remains of record in Book 163B , Page _889 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 _12 day of _APRIL in the year one thousand nine hundred and _ninety-six and in the _220th_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Derry Compton
Deputy Clerk

RCVD EOT 04/15/96 08:37