IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 10561 PG 194

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KANJANA KORPSOMBAT,
Plaintiff,

vs.

SUPAT KOBSOMBUT,
Defendant.

Docket No.: 97D-328

RICHARD ... CLE

FINAL DIVORCE DECREE

This cause came on to be heard on this the 12th day of May, 1997, before the Honorable MURIEL J. ROBINSON, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce, the Marital Dissolution Agreement entered into between the parties, testimony of the Plaintiff, and the entire record, from all of 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 this marriage and for the equitable settlement of any property rights between the parties, and that the said agreement should be approved and ratified.

It is THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiff, Kanjana Korpsombat, shall be, and is hereby, awarded an absolute divorce from the Defendant, Supat Kobsombut, on the grounds of irreconcilable differences, and she is restored to all the rights and privileges of an unmarried person.

It is further ORDERED that the Marital Dissolution Agreement entered into by the parties is made an order of the Court and is set forth herein in words and figures as follows:

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IDENTIFICATION REFERENCE

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KANJANA KORPSOMBAT, Plaintiff,	)	BOOK 10561 PG 195
vs.	)	Docket No.: 97D-328
SUPAT KOBSOMBUT, Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between SUPAT KOBSOMBUT (hereinafter referred to as "Husband") and KANJANA KORPSOMBAT (hereinafter referred to as "Wife"), subject to the following premises, terms and conditions:

W I T N E 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 No. 97D-328 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 shall be restored to all the rights and privileges of an unmarried person.

2. Real Estate. The Husband owns a certain residence and lot located at 311 Sarver, Madison, Davidson County, Tennessee.

The parties agree that Wife will be awarded said real property described as follows:

> Land in Davidson County, Tennessee, being lot number 2 on the Plan of Sarver Square Subdivision, of record in Plat Book 6200 at page 456, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete

description.

Being the same property conveyed to Supat Kobsombut by recorded in Book 8474 at page 503, Register's Office for Davidson County, Tennessee.

BOOK 10561 PG 196

Kanjana Korpsombat will assume the first mortgage indebtedness on said real property. Any interest that Supat Kobsombut has in and to said real property is divested of him and is vested in Kanjana Korpsombat as her sole and separate property.

3.1. Child Custody. The parties are the parents of one minor child born to this marriage, Lalitpat Kobsombut, who was born on October 23, 1991.

The parties agree that Wife is a fit and proper person to have custody of the minor child of the parties.

Each parent shall have the power and discretion to provide the child with emergency medical care. Each parent shall have access to information concerning the child, such as school, medical, and dental records.

Each of the parties shall exert every effort to maintain free access and unhampered contact between the child and the other parent and to foster a feeling of affection between the child and the other parent. Neither parent shall do anything which would estrange the child from the other or which would impair the child's love and respect for each of the parents.

3.2. Child Visitation. The parties agree that Husband shall have liberal and reasonable visitation with the minor child.

3.3. General Welfare. It is further agreed between the parties that they will always conduct themselves in such manner as to be conducive to the welfare and best interests of the minor child. The parties shall promptly notify each other in the case of the minor child's serious illness while in his or her physical possession.

4.1. Child Support. The parties agree that the Father will pay child support to the Mother in the amount of Two Hundred Forty-one Dollars ($241.00) per month, payable on the first day of each month beginning the month after the month in which this agreement is executed. This amount of child support complies with the amount

of support due under the Tennessee Child Support Guidelines based upon his gross annual income of Sixteen Thousand Eight Hundred Dollars ($16,800.00). Said support shall not be reduced nor prorated without a Court Order and shall continue until the child reaches his eighteenth birthday or the high school class of which he is a member graduates, whichever shall occur last.

BOOK 10561 PG 197

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 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.

In the event of the Husband's death while he still has a duty to pay child support, the parties agree that the continuing child support obligation shall be a charge against his estate.

4.2. Children's Health Care Expenses. Any health care expenses not paid by insurance, including ~~but not limited to~~ Kanjana Kapsombat medical, dental, orthodontic, ~~psychological~~ Kanjana Kapsombat, eye care expenses and prescription medications, will be split equally between the parties.

5.1. Title to the 1987 Mercedes Benz 300E will be vested in the Wife. There is no indebtedness secured by this vehicle. Any interest that the Husband has in and to said 1987 Mercedes Benz 300E will be divested of Husband and vested in Wife.

6.1. The parties have already divided their personal property and any property in the possession of the wife is awarded to the Wife. Any interest that Husband has in and to said property is divested of Husband and vested in Wife.

6.2. Any property in the possession of the Husband is awarded to the Husband. Any interest that Wife has in and to said property is divested of Wife and vested in Husband.

6.3 Other Property. Each party will receive the checking and/or savings account which he or she presently has.

The parties agree that each party will retain his or her respective pension or profit sharing plans, if any.

The parties will file separately with the Internal Revenue Service beginning with the 1997 tax year.

7. Debts. The parties represent that the only joint indebtedness other than the debt on the real property is a debt owed to Patty Myint with an approximate balance of Seven Thousand Dollars ($7,000.00). Husband agrees to pay the balance of this loan, and he will indemnify and hold wife harmless from any liability therefore.

BOOK 10561 PG 198

To the extent that each have debts in their sole name, each party agrees to be responsible for payment of those debts in his or her individual name.

Both parties agree that they will not incur any further indebtedness in the joint names of the parties and they further agree to execute whatever documents are necessary to close any joint accounts that may remain in both parties' names.

8. 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.

9. The parties agree that the Fourth Circuit Court for Davidson County, Tennessee will retain continuing jurisdiction to enforce the provisions of the Agreement, and 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 the successful prosecution of the action.

10. 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.

11. 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.

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

13. 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 this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest.

14. 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.

15. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises

other than those expressly set forth herein.

16. 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.

17. 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.

18. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

19. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding joint indebtedness other than that specifically set out herein. However, with the exception of the indebtedness specifically set out herein, in the event that any other indebtedness exits, 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 debt 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.

20. Wife will pay the court costs in this action.

21. Husband is aware that a complaint for a divorce has been filed in the Fourth Circuit Court for Davidson County, Tennessee, and he waives further service and waives filing an answer to the complaint.

22. Attorney's fees. It is agreed between the parties that only wife is represented by Jon Jablonski. It is also agreed between the parties that Husband is not relying on the advice or services of Jon Jablonski, and shall pay his own attorney's fee in connection with this litigation, if he chooses to be represented in

this action.

23. The parties acknowledge that Counsel preparing this Marital Dissolution Agreement has not advised, nor will advise, the parties as to any tax consequences of any such transfer of both real and personal property and has advised each party to seek other independent legal advice as to tax consequences and penalties of transfer.

IN WITNESS WHEREOF, Wife has executed this agreement on this the 13 day of March, 1997, and Husband has executed this agreement on this the 4th day of March, 1997.

Kanjana Korpsombat
KANJANA KORPSOMBAT

Supat Kobsombut
SUPAT KOBSOMBUT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named KANJANA KORPSOMBAT with whom I am personally acquainted, and who acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Kanjana Korpsombat
KANJANA KORPSOMBAT

Sworn to and subscribed before me this 13 day of March, 1997.

NOTARY PUBLIC

My Commission Expires:

STATE OF Kingdom of Thailand
Bangkok-Metropolis } ss
COUNTY OF Embassy of the United States
of America

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named SUPAT KOBSOMBUT with whom I am personally acquainted, and who acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Supat Kobsombut
SUPAT KOBSOMBUT

Sworn to and subscribed before me this ____ day of MAR - 4 1997, 1997.

Notary Public David R. Greenberg
Vice Consul of the
United States of America

My Commission Expires:

Indefinite

It is further ORDERED that the court costs incurred in this cause shall be paid by the Wife.

The addresses of the parties are:

Kanjana Korpsombat
2013 Belmont Boulevard
Nashville, TN 37212

Supat Kobsombut
House #119
Ban Bart
Pomprabsattrupai
Boriphat, Thailand

Enter this the 12th day of May, 1997.

MURIEL J. ROBINSON, JUDGE

APPROVED FOR ENTRY:

JON S. JABLONSKI, #10003
Attorney for Kanjana Korpsombat
2400 Crestmoor Road
Suite 321
Nashville, Tennessee 37215
(615) 386-7164

mail

CERTIFICATION

Certification is hereby made that a copy of this Order has been mailed to Supat Kobsombut, House #119, Ban Bart, Pomprabsattrupai, Boriphat, Thailand this 12 day of May, 1997.

Jon S. Jablonski

BOOK 10561 PAGE 203

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 12 day of MAY , 19 97 , in the Case Number 97D328 between KORPSOMBAT, KANJANA Plaintiff, and KOBSOMBUT, SUPAT Defendant, as same remains of record in Book 269A , Page 192 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 07 day of AUGUST in the year one thousand nine hundred and ninety-seven and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk