E.

File in Box No. 19 B
172A/314

#98-12-55-B

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

HEATHER DIANNE POLLARD,

Wife,

vs

ALESSANDRO NATALINO BOZZATO,

Husband.

DOCKET NO: 97D-1539

BOOK 11285 PAGE 672

FINAL DECREE OF DIVORCE

This cause came to be heard upon the Wife's Notice of Submission; the Complaint for Absolute Divorce filed by the Wife against the Husband on May 16, 1997; a Marital Dissolution Agreement having been filed with the Complaint for Absolute Divorce, however, with more than one hundred twenty (120) days elapsing subsequent to the execution of the Marital Dissolution Agreement, the parties have fully executed an Amended and Supplemental Marital Dissolution Agreement filed contemporaneously herewith; and the record in its entirety from all of which the Court finds that the parties have suffered irreconcilable differences.

It is, therefore, **ORDERED** that the Wife, Heather Diane Pollard, shall be and is hereby awarded an absolute divorce from the Defendant, Alessandro Natalino Bozzato, upon the grounds of irreconcilable differences with each party to be restored to all the rights and privileges of unmarried persons.

It further appears to this Honorable Court that the parties have made adequate and sufficient provision by written Marital Dissolution Agreement for the equitable settlement of all property rights between the parties and further, that they have made adequate and sufficient provision for the custody and support of their minor child, Mattea Chelsea Bozzato (DOB: March 7, 1995) at this time. This Honorable Court hereby approves the Marital Dissolution Agreement and that same is incorporated in words and figures as follows:

0533620
IDENTIF. ↑ REFERENCE

99 JAN -6 PM 2:34
DAVIDSON COUNTY, TN.

IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

97 MAY 16 AM 11:05

RICHARD R. ROBERTS, CLERK

HEATHER DIANNE POLLARD,)
)
Wife,)
)
vs) **DOCKET NO:** 97D-1539
)
ALESSANDRO NATALINO BOZZATO,)
)
Husband.)

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is being entered into by and between Heather Dianne Pollard, hereinafter called, "Wife", and Alessandro Natalino Bozzato, hereinafter called, "Husband", subject to the foregoing premises, terms and conditions:

WITNESSED

WHEREAS, the parties have experienced marital difficulties in the past with the result that the Wife instituted divorce proceedings against the Husband on the 15th day of May, 1997, Civil Action No: 97D-1539, said divorce case currently pending in the Circuit Court of Davidson County, Tennessee, and;

WHEREAS, it is the decision of the parties insofar as they are able without the concurrence of this Honorable Court to amicably settle their differences with respect to all property rights, support obligations, child support rights, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but the for the future, it being their intention that such contract will be effective with respect to all their property and other matters of concern irrespective of a whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual convenances and agreements herein contained, the parties agree as follows:

1. **CUSTODY, CHILD SUPPORT AND VISITATION** - the parties shall share in the joint custody of the minor child Mattea Chelsea Bazzato (DOB: March 7, 1995), with the Wife being designated as the primary possessory parent.

The Husband is employed with Antonio's of Nashville and has a gross yearly salary

of Thirty-Three Thousand Seventy-Two Dollars ($33,072.00). The Husband has twenty-six (26) pay periods per year and receives Two Thousand Seven Hundred Sixty-Six Dollars ($2,756.00) gross per month. Based upon the aforestated income, the Husband shall pay directly to the Wife the sum of Four Hundred Forty-Five Dollars ($445.00) per month ordinary child support. However, the Husband shall be entitled to pay said amount on alternating weeks in the amount of Two Hundred Five Dollars and Thirty-Nine Cents ($205.39) per pay period beginning on the first pay day subsequent to the execution of this Marital Dissolution Agreement. The aforestated child support is in full compliance with the Tennessee Child Support Guidelines and each party affirmatively acknowledges that no action by either will be effective to reduce child support after the due date of each payment and each party understands that Court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated pursuant to the terms of this Marital Dissolution Agreement.

The Husband shall be granted liberal visitation and telephone contact with the minor child. Insomuch that the child is only two (2) years of age and not attending school, the Husband shall have included in his liberal visitation, but not limited thereto, one (1) day per week. The Wife is aware of the Husband's work schedule and it is the intent of the parties that he shall have possession of his daughter during his off day and in the event this day changes, he shall give the Wife one (1) week prior notice.

Each party shall be permanently **ENJOINED AND RESTRAINED** from taking any action directly calculated to alienate the child's affections from the other parent. Further, each party shall be permanently **ENJOINED AND RESTRAINED** from making any degrading, belittling, or otherwise derogatory comments about the other parent in the presence of the minor child or allowing any third parties to make such comments in the presence of the minor child. Both parties specifically agree that each shall be permanently **ENJOINED AND RESTRAINED** that neither [party shall have the minor child as a passenger in a motor vehicle when the driver of said vehicle (whether the party or a third party) is under the influence of alcohol.

The Husband shall provide and maintain health, hospitalization and medical insurance coverage for the minor child. Any necessary medical treatment incurral, orthodontic, optical,

eyeglasses, eyeglass examinations or insurance deductible.

2. **REAL PROPERTY** - the parties own as tenants by the entireties their marital residence located at 1708 Natchez Trace, City of Nashville, County of Davidson, State of Tennessee; 37212; said real property be more particulary described as follows:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of George I, Wady's Subdivision of lots nos. 1,2,3 and 4 on Stokes and Marshall's Subdivision, as of record in Book 421, page 42, Register's Office for said County, to which plat reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Andrew J. Doyle by deed from Edward Pitts and wife, Larine Pitts of record in Book 2956, page 2653, Register's Office for Davidson County, Tennessee. The said Andrew J. Doyle having since died. Said property was devised to Lester H. Doyle by Will as noted in Will Book 111, page 717, Probate Court of Davidson County, Tennessee. The said Lester H. Doyle also having since died and said property was devised said property to William L. Hunt and Trustee, by Will in Will Book 174, page 702, Probate Court of Davidson County, Tennessee.

Further being the same property conveyed to Alessandro N. Bozzato, married, by Deed from William L. Hunt, Trustee of record in Book 9600, Page 957, Register's Office for Davidson County, Tennessee.

The Husband interest in the above described property shall be divested from him and his interest if any, shall be revested in the name of the Wife only, to be hers in fee simple absolute, free and clear of any claims from the Husband. Insomuch as the parties separated on January 1, 1997, the Wife has had and should retain sole and exclusive possession of said residence. Each acknowledges that the marital residence is encumbered by a first mortgage. It shall be the responsibility of the Wife to timely pay and keep current the first mortgage payment and any other indebtedness associated with her use, ownership and enjoyment of the above described real property. The Wife agrees to indemnify and hold the Husband harmless from the payment of same.

In the event the Husband has any interest in real property located in Italy, he shall be granted sole and exclusive possession of said real property free and clear of any claims from the Wife. However, contingent upon the Husband receiving money payments from his brother in consideration of the purchase of the Husband's interest in the Italian real property, if any, each party shall be entitled to receive one-half (1/2) of any payments actually made and received from the Husband's brother.

3. **VEHICLES** - the Wife shall be granted sole and exclusive possession of her 1989 Ford Bronco II which is not encumbered by lien, to be her absolutely, free and clear of

any claims from the Husband and the Wife shall indemnify and hold the Husband harmless from any all indebtedness associated with her use, ownership and benefit of said vehicle.

The Husband shall be granted sole and exclusive possession of his 1981 Nissan 280ZX and that 1987 runabout recreation boat, to be his absolutely free and clear of any claims from the Wife. The Husband shall indemnify and hold the Wife harmless from the payment of any indebtedness associated with his use, ownership or enjoyment of said vehicles.

4. **HOUSEHOLD FURNITURE, FURNISHINGS AND PERSONAL PROPERTY** - the parties separated on January 1, 1997, at which time they divided all items of household furniture, furnishings and personal property. Each party acknowledges and ratifies this division as being fair and equitable. Therefore, any and all household furniture, furnishings or personal property in the possession of either party as of the execution of this Marital Dissolution Agreement shall remain the sole and separate household furniture, furnishings or personal property of the party possessing it.

5. **DIVISION OF LIQUID ASSETS** - in consideration of the Husband be granted sole and exclusive possession of all of his restaurant stock, the Wife shall be entitled to the sole and exclusive possession of the parties' savings account.

6. **DEBTS** - there is no joint marital indebtedness other than the first mortgage and it shall be paid by the Wife as hereinabove stated. Each party shall be obligated to pay his/her own debts incurred on their own behalf subsequent to the date of separation, to-wit: January 1, 1997.

7. **TAX AND TAX EXEMPT STATUS** - this Marital Dissolution Agreement is in the transfer of appreciated property between the spouses in connection with a divorce and is not a sale, exchange or other disposition of property but is an equal division of property by co-owners.

The parties further agree that for the income tax year 1997, they will file individual income tax returns and the Wife shall be entitled to claim the minor child as her income tax deduction/exemption as well as any interest paid on the martial residence during the tax year of 1997.

8. **NO INTERFERENCE CLAUSE AND PERMANENT RESTRAINING ORDER** - each party shall be free from interference, authority and control, direct or indirect

by the other, as if fully as if he or she were single and unmarried. Neither shall molest the other not compel nor endeavor to compel the other to cohabitate or dwell with him or her.

Each party shall be permanently **ENJOINED AND RESTRAINED** from coming about the other for the purpose of physically abusing, threatening, harassing, cursing, harming or intimidating the other in any manner, whether in person or by telephone, whether at their residence, workplace or at any place they might be.

9. **SEPARATE MAINTENANCE/ALIMONY** - the Husband shall pay directly to the Wife alimony in the amount of Two Hundred Forty-Four Dollars and Sixty-One Cents ($244.61) on alternating weeks until the Wife's death, remarriage, cohabitation with a person not her spouse or the tenth (10th) anniversary of the entry of the Final Decree of Divorce whichever occurs first. The Husband shall be granted leave of the Court to make said monthly payments on alternating weeks in conjunction with his payment of child support.

10. **TRIAL** - it is agreed that the Wife shall file her Counter Complaint for Absolute Divorce based solely upon the grounds of irreconcilable differences and that this Marital Dissolution Agreement shall be filed with the Complaint for the purposes of releasing the Husband the necessity of filing an Answer or Counter Complaint and to otherwise allow this matter to proceed as an uncontested case.

11. **ATTORNEY FEES** - each party shall pay one-half (1/2) of the attorney fees of Attorney W. Allen Barrett.

12. **COURT COST** - each party shall pay one-half (1/2) of any Court Cost incurred in connection with this matter.

13. **ENFORCEMENT PROVISIONS** - in the event that either party has to petition this Honorable Court for the enforcement of any of the provisions of this Marital Dissolution Agreement, then the party at fault shall be responsible for the reasonable attorney fees, litigation expenses, discretionary cost and the Court Cost incurred in connection with the enforcement of same.

14. **PENSION BENEFITS** - each party shall be entitled sole and exclusive possession of their own pension benefits plans, annuities, IRA's, 401(k)'s or any other type of retirement plan, free and clear of any claims from the other spouse.

15. **ADDITIONAL INSTRUMENTS** - both parties agree to sign any and all

Deeds, Titles, Documents or other instruments necessary to carry out the full intent of this Marital Dissolution Agreement

16. **COMPLETE UNDERSTANDING** - it is further understood that this Marital Dissolution Agreement is intended to be the final settlement of all property rights between the parties and shall be a discharge of all rights arising out of their mutual relationship as Husband and Wife.

Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereinafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, the right to take against the other's estate, inheritance, dissent or distribution, or the right to act as administrator or executor of the other's estate, and this Marital Dissolution Agreement shall apply to all property now owned by the Husband and/or Wife or to any property that either of them shall acquire in the future.

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

It is further understood and agreed between the parties that this Marital Dissolution Agreement is being entered into voluntarily without undue influence, fraud, coercion, misrepresentation or for any reason not hereinafter stated.

The provisions of this Marital Dissolution Agreement and it's legal effect are fully known by each of the parties and each party acknowledges that it is a fair and equitable agreement being entered into voluntarily.

This Marital Dissolution Agreement contains the entire understanding of the parties and there are no representations, warranties, covenances, or undertakings other than those which are expressly set forth herein.

The parties acknowledge and understand that they have sought independent income tax advise regarding the tax ramifications of this Marital Dissolution Agreement and that Attorney W. Allen Barrett has not indicated any expertise in the tax area nor has he advised either party regarding any tax consequences arisi the Court, shall be incorporated in and made part of any Final Decree of Divorce which may be entered into hereafter.

IN WITNESS WHEREOF, the parties have executed this instrument on the ____ day of May, 1997, at Nashville, Tennessee.

HEATHER DIANNE POLLARD

STATE OF TENNESSEE)
)ss.
COUNTY OF DAVIDSON)

On this the 15th day of May, 1997, before me, Elizabeth Z. Baum, a Notary Public in and for said County and State, appeared the within named **HEATHER DIANNE POLLARD**, with whom I am personally acquainted, stating that he has read the afore stated Marital Dissolution Agreement and is signing it for the proposes contained therein.

Sworn to and subscribed before me on this the 15th day of May, 1997.

Notary Public

My Commission Expires: 11/27/99

ALESSANDRO N. BOZZATO

STATE OF TENNESSEE)
)ss.
COUNTY OF DAVIDSON)

On this the 15th day of May, 1997, before me, Elizabeth Z. Baum, a Notary Public in and for said County and State, appeared the within named **ALLESANDRO NADALINO BOZZATO**, with whom I am personally acquainted, stating that she has read the afore stated Marital Dissolution Agreement and is signing it for the purposes contained therein.

Sworn to and subscribed before me on this the 15th day of May, 1997.

Notary Public

My Commission Expires: 11/27/99

BOOK 11285 PAGE 680

IN THE SECOND CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

98 JAN -6 AM 10: 14

HEATHER DIANNE POLLARD,

Wife,

vs

ALESSANDRO NATALINO BOZZATO,

Husband.

B Goodwin D.C.

DOCKET NO: 97D-1539

AMENDED AND SUPPLEMENTAL MARITAL DISSOLUTION AGREEMENT

This Amended and Supplemental Marital Dissolution Agreement is being entered into by and between Heather Diane Pollard hereinafter called, "Wife", and Alessandro Natalino Bozzato, hereinafter called, "Husband", subject to the foregoing premises, terms and conditions:

WITNESS

WHEREAS, the parties have experienced marital difficulties in the past with the result that the Wife instituted divorce proceedings against the Husband on the 15th day of May, 1997, Civil Action No: 97D-1539, said divorce case currently pending in the Second Circuit Court of Davidson County, Tennessee, and;

WHEREAS, the parties signed and filed a written Marital Dissolution Agreement on or about May 16, 1997, therein amicably settling their differences with respect to all property rights, support obligations, child support rights and the purpose of entering 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 effective with respect to all their property and other matters of concern irrespective of whether of divorce was finally concluded between the parties.

WHEREAS, each party has been made aware of the contents of T.C.A., §36-4-103(a)(2) which requires a Marital Dissolution Agreement to be incorporated into a Final Decree of Divorce within one hundred twenty (120) days of the execution of the Marital Dissolution Agreement.

WHEREAS, each party has been advised that more than one hundred twenty (120) has elapsed subsequent to their execution of the original Marital Dissolution Agreement.

WHEREAS, each party desires to proceed pursuant to the terms and conditions of

the original Marital Dissolution Agreement and is signing this Amended and Supplemental Marital Dissolution Agreement for the purposes of reaffirming their original signature and bringing the Marital Dissolution Agreement current.

Heather Pollard
HEATHER DIANNE POLLARD

STATE OF TENNESSEE)
)ss.
COUNTY OF DAVIDSON)

On this the 30th day of December, 1997, before me, Danielle Cleib, a Notary Public in and for said County and State, appeared the within named **HEATHER DIANNE POLLARD**, with whom I am personally acquainted, stating that she has read the aforestated Amended and Supplemental Marital Dissolution Agreement and is signing it for the proposes contained therein.

Sworn to and subscribed before me on this the 30th day of December, 1997.

Danielle Cleib
Notary Public

My Commission Expires: [illegible]

ALESSANDRO N. BOZZATO

STATE OF TENNESSEE)
)ss.
COUNTY OF DAVIDSON)

On this the 30th day of December, 1997, before me, Danielle Cleib, a Notary Public in and for said County and State, appeared the within named **ALLESANDRO NATALINO BOZZATO**, with whom I am personally acquainted, stating that he has read the aforestated Amended and Supplemental Marital Dissolution Agreement and is signing it for the purposes contained therein.

Sworn to and subscribed before me on this the 30th day of December, 1997.

Danielle Cleib
Notary Public

My Commission Expires: [illegible]

It is, further, **ORDERED** that all the provisions of the Marital Dissolution Agreement and the Amended and Supplemental Marital Dissolution Agreement are hereby approved and made the Judgment of this Honorable Court.

It is, further, **ORDERED** that the Wife shall be granted leave of the Court to continue to use her maiden name, to-wit: Heather Diane Pollard.

The Wife, Heather Diane Pollard, whose mailing address is 1708 Natchez Trace, Nashville, Tennessee 37212 and the Husband, Alessandro Natalino Bozzato, whose mailing address is 2108 Hayes Street, Nashville, Tennessee 37203 shall each pay one-half (½) of the Court Cost incurred in connection with this matter; said Court Cost being herein reduced to Judgment for which execution may issue if necessary.

ENTERED this the 9 Day of January, 1998.

MARIETTA SHIPLEY, JUDGE

APPROVED FOR ENTRY:

W. ALLEN BARRETT #10894
Attorney for the Wife
501 Union Street
Suite 503
Nashville, Tennessee 37219
Tel: (615) 256-3148
Fax: (615) 256-3147

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce with Certificate of Divorce and Annulment has been forwarded by First Class U.S. Mail, Postage Prepaid, to Mr. Alessandro Natalino Bozzato, 2108 Hayes Street, Nashville, Tennessee 37203 on this the 15th Day of January, 1998.

W. Allen Barrett, Attorney

STANDARD PARENTING ORDERS

Pursuant to *Tennessee Code Annotated*, §36-6-101(a) both parents are entitled to the following rights:

1. unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;

2. sending mail to the child which the custodial parent will not open and will not censor;

3. receiving notice and relevant information as soon as practical (but not more than 24 hours) in the event of hospitalization, major illness, or death of the child;

4. receiving, directly from the school, copies of the child's report cards, attendance records, teacher's names, class schedules, standardized test scores, and other records which are customarily made available to parents. A written request must be made to the school with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records;

5. receiving, directly from the child's physician and other health care providers, copies of the child's medical records. A written request must be made to the health care provider with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records;

6. to be free of derogatory remarks made about the noncustodial parent and his or her family by the custodial parent to the child or in the child's presence.

Either parent may petition for a return to court, paying appropriate fees for mediation on any further parenting issues.

BOOK 11285 PAGE 684

MES A LEGAL
HEN PROPERLY
ND FILED

NT IN PERMANENT

TENNESSEE DEPARTMENT OF HEALTH

CERTIFICATE OF DIVORCE OR ANNULMENT

RULE DOCKET NO. 97D-1539

STATE FILE NUMBER

HUSBAND

1 HUSBAND'S NAME (First, Middle, Last)
Alessaudro Natalino Bozzato

2a. RESIDENCE—STATE	2b COUNTY	2c CITY, TOWN, OR LOCATION
Tennessee	Davidson	Nashville

2d STREET AND NUMBER	3 BIRTHPLACE (State or Foreign Country)	4 DATE OF BIRTH (Month, Day, Year)
2108 Hayes Street	Italy	December 25, 1962

WIFE

5a WIFE'S NAME (First, Middle, Last)	5b MAIDEN NAME
Heather Dianne Pollard	Pollard

6a. RESIDENCE—STATE	6b COUNTY	6c CITY, TOWN, OR LOCATION
Tennessee	Davidson	Nashville

6d STREET AND NUMBER	7 BIRTHPLACE (State or Foreign Country)	8 DATE OF BIRTH (Month, Day, Year)
1708 Natchez Trace	Tennessee	June 30, 1964

MARRIAGE

9a PLACE OF THIS MARRIAGE—STATE (or Foreign Country)	9b COUNTY	9c DATE OF THIS MARRIAGE (Month, Day, Year)	10. DATE COUPLE LAST RESIDED IN SAME HOUSEHOLD (Month, Day, Year)
Tennessee	Davidson	November 8, 1988	January 1, 1997

11a. NUMBER OF CHILDREN EVER BORN ALIVE OF THIS MARRIAGE (Specify)	11b CHILDREN UNDER 18 IN THIS FAMILY (Specify)	11c. NUMBER OF CHILDREN UNDER 18 WHOSE PHYSICAL CUSTODY WAS AWARDED TO:
One	One	☐ No Children Husband ___ Wife X Joint (Husband/Wife) ___ Other ___

12 PETITIONER	13a NAME OF PETITIONER'S ATTORNEY (Type/Print)	13b ADDRESS (Street or R.F.D. No., City or Town, State, Zip)
1 Husband 2 X Wife 3 Both 4 Other (Specify) ___	W. Allen Barrett	501 Union Street, #503 Nashville, Tn 37219

DECREE

14a I CERTIFY THAT THE MARRIAGE OF THE ABOVE NAMED PERSONS WAS DISSOLVED ON (Month, Day, Year)	14b TYPE OF DECREE	14c WAS MAIDEN NAME OR PREVIOUS LEGAL SURNAME RESTORED? (Specify Name)
January 9, 1998	1 X Absolute 2 Limited 3 Annulment	No

14d COUNTY OF DECREE	14e TITLE OF COURT	14f DATE OF RECORDING DECREE (Month, Day, Year)
Davidson	1 X Circuit 2 Chancery 3 General Sessions 4 Probate 5 Other (Specify) ___	January 9, 1998

14g SIGNATURE OF CERTIFYING COURT OFFICIAL	14h TITLE OF CERTIFYING COURT OFFICIAL	14i DATE SIGNED BY CERTIFYING COURT OFFICIAL (Month, Day, Year)
RICHARD R. ROOKER, CLERK BY ___ D.C.	Clerk	January 9, 1998

A SEAL ON THIS

UST BE IN PER-
K INK.

3 MUST BE COM

CONFIDENTIAL INFORMATION

	15 Race—American Indian, Black, White, etc (Specify below)	16 Number of This Marriage First, Second, Etc (Specify)	17 If Previously Married, Last Marriage Ended (Specify below)	18. Education—Specify Highest Grade Completed	
				Elementary or Secondary (0-12)	College (1-4 or 5+)
HUSBAND	15a White	16a First	17a 1 X Not previously married 2 By death 3 By Divorce or Annulment	18a 12	-0-
WIFE	15b White	16b First	17b 1 X Not previously married 2 By death 3 Divorce or Annulment	18b 12	-0-

(83)

RDA 1399

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

STATE OF TENNESSEE

BOOK 11285 PAGE 685

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 21 day of NOVEMBER , 19 97 , in the Case Number 97D1539 between POLLARD, HEATHER DIANNE Plaintiff, and BOZZATO, ALESSANDRO NATALINO Defendant, as same remains of record in Vol. 171B , Page 1396 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 28 day of DECEMBER in the year one thousand nine hundred and ninety-eight and in the 223rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

9464 01/06 0101 03CHECK 58.00