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

FILED
1989 NOV 16 AM 11:09
GEORGE L. ACKER, CLERK
K Lankford D.C.

DANIEL E. GREMILLION,)
)
Plaintiff)
)
v.) NO. 87D-3156
)
GEORGIA ANN McMINN GREMILLION,)
)
Defendant)

FINAL DECREE

This cause came on to be heard on the 16th day of November, 1989 before the Honorable Muriel Robinson, Judge, Fourth Circuit Court for Davidson County, Tennessee upon the original complaint filed by plaintiff, Daniel E. Gremillion, personal service of process upon the defendant, Georgia Ann McMinn Gremillion being waived, upon the Marital Dissolution Agreement, and upon all of the pleadings. From all of which the Court finds 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. The Court further finds that the parties have made adequate and sufficient provision by the written Marital Dissolution Agreement for the support of the parties two (2) minor children, Justin Daniel Gremillion, born September 7, 1977 and John Benjamin Gremillion, born September 26, 1981. The Court further finds that the Marital Dissolution Agreement provides for the equitable settlement of any property rights between the parties. The Court further finds that the Marital Dissolution Agreement is adequate, sufficient and equitable. The Court further finds that the ninety day waiting period, as required by statute, has elapsed. The address of Daniel E. Gremillion is 395 Wallace Road, Nashville, Tennessee 37211. The address of Georgia Ann McMinn Gremillion is 3615 Hampton Avenue, Nashville, Tennessee 37215.

It is, therefore, **ORDERED, ADJUDGED and DECREED** that plaintiff, DANIEL E. GREMILLION 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 original Marital Dissolution Agreement is hereby approved by the Court, and each and every provision of said Agreement is hereby made the decree of the Court. The Marital Dissolution Agreement is in words and figures as follows:

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GEORGE L. ROAT, CLERK

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into between GEORGIA ANN McMINN GREMILLION, hereinafter called "Wife", and DANIEL ERNEST GREMILLION, hereinafter called "Husband".

K Langford

Husband and Wife have experienced marital difficulties and are in the process of obtaining a divorce.

Husband and Wife are by this Agreement settling all property matters and all other rights and obligations arising out of the marital relationship. It is the decision of the parties 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 effective 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, subject to any court approval that may be required, hereby agree as follows:

1. Husband and Wife are the parents of two (2) minor children, namely, Justin Daniel Gremillion, born September 7, 1977, and John Benjamin Gremillion, born September 26, 1981. Custody of the minor children shall be vested in Wife. Husband shall have visitation as follows: He will have the children with him every other weekend from Friday afternoon at the close of school until Sunday at 7:00 P.M. He would have the children for one-half (1/2) of their Christmas holidays which would include one-half (1/2) of Christmas Day. Husband would, in addition, have visitation with the children every Tuesday evening from the time they get out of school until the following Wednesday morning at 7:30 A.M., at which time they would be returned to Wife. In addition, Husband would have the children for four (4) weeks each summer in intervals not to exceed two (2) consecutive weeks each provided, however, that if a child or children attend summer camp for a period in excess of two (2)

weeks, Husband's visitation would be reduced by one-half (1/2) of the number of days that a particular child attended camp in excess of two (2) weeks. Husband would also have visitation with the children every other Easter, Memorial Day, July 4, Labor Day and Thanksgiving. Husband would be entitled to visitation with them for one-half (1/2) of their spring break. Husband would also have visitation with the children on his birthday, on Father's Day and at least three (3) hours on each child's birthday.

2. Husband shall pay to Wife as child support the sum of One Thousand Two Hundred Fifty and 00/100 Dollars ($1,250.00) per child. The first of such child support payments shall be made on the first day of the month following the approval of this Agreement by the Court and thereafter, payments shall be made on the first day of each and every succeeding month. Wife shall be entitled to claim both children as dependent exemptions for federal income tax purposes, and Husband shall execute such documents as are necessary to enable Wife to claim the children as dependent exemptions.

3. As additional child support, Husband shall maintain existing or equivalent to existing hospitalization and medical insurance on the minor children and he shall pay any deductible required by said insurance carrier. Further, Husband shall be responsible for any medical, hospitalization, dental, orthodontic and prescription expenses not covered by insurance until a particular child reaches the age of twenty-two (22).

4. As additional child support, Husband shall pay all expenses required by the school or reasonably necessary for both children for their private elementary and secondary education.

5. A Trust Agreement (Gremillion Family Trust) has been created for the college education of the parties' children. The funds available in the Gremillion Family Trust shall be utilized for the college expenses of the children in accordance with the provisions of the Trust Agreement. Husband and Wife will join with the children in the decision making process as to what college or university the children will attend. In the event that the funds available in the Gremillion Family Trust are not sufficient

for the college educational expenses of either or both of the children, then, and in that event, Husband shall, as additional child support, pay any college expenses for both children not paid for by the funds in the Gremillion Family Trust, including but not limited to, tuition, fees, books, room, board, transportation to and from school or related to school activities, clothes, allowance and such other expense items as are normal.

6. Husband shall pay Wife as alimony in futuro the sum of Three Thousand Five Hundred and 00/100 Dollars ($3,500.00) per month. The first of such payments will be made on the first day of the month following approval of this Agreement by the Court and thereafter payments shall be made on the first day of each and every succeeding month. For federal income tax purposes, these payments are deductible by Husband and taxable to Wife. These alimony payments shall continue for a period of one hundred twenty (120) payments or until the death or remarriage of Wife or the death of Husband, whichever event occurs first.

7. The parties wish to divide their assets, and Wife will retain all right, title or interest in the assets listed in this paragraph and Husband will have no right, title or interest in the assets listed in this paragraph. Said assets are:

(a) Husband and Wife own in their names as tenants by the entireties a residence located at 3615 Hampton Avenue, Nashville, Davidson County, Tennessee. Husband will execute a deed satisfactory to Wife transferring all of his right, title and interest in and to said Hampton Avenue residence over to Wife. Husband thereafter will have no right, title or interest in and to said Hampton Avenue residence. There is a mortgage indebtedness of approximately Two Hundred Eighty Thousand and 00/100 Dollars ($280,000.00). Wife assumes and agrees to pay said mortgage indebtedness and to hold Husband harmless from said mortgage indebtedness.

SEE ATTACHED ADDENDUM

~~(b) Husband will pay to Wife at the time of~~ the signing of this Agreement the ~~sum of~~ Fifteen Thousand and 00/100 ~~Dollars~~ ($15,000.00). This payment is a part ~~of~~ the division of assets and as such is ~~not~~ taxable to Wife for federal income tax purposes and is not deductible by Husband ~~for federal income tax purposes.~~

(c) All household furniture, furnishings and fixtures which are now in the Hampton Avenue residence shall remain the sole property of Wife.

(d) Wife shall retain all of her jewelry, furs, clothes and personal items, and Husband shall have no interest in same.

(e) Wife shall retain all bank accounts, stock brokerage accounts or stock in her name only.

(f) An I.R.A. in Wife's name at Monitrend Value Fund, State Street Bank of Boston, account no. 00400080500.

(g) A 1984 Dodge automobile.

8. As a part of the division of assets, all right, title and interest of Wife in and to the following assets shall be and is hereby divested out of Wife and vested absolutely in Husband. Said assets include:

(a) Real estate known at 3508 Central Avenue, Nashville, Davidson County, Tennessee.

(b) Real estate known as Green Hills Terrace, 1900 Richard Jones Road, Nashville, Davidson County, Tennessee.

(c) Real estate known as Cabin Hill Town Apartments.

(d) Husband's 333-1/3 share of medical practice.

(e) Asset known as National Rehabilitation Centers, Inc.

(f) Asset known as Green River Associates, Ltd.

(g) Asset known as Middle Tennessee Home Therapeutics, Inc.

(h) Asset known as Rittenhouse Square.

(i) Datacatchers, Inc., formerly known as First Productivity.

(j) Asset known as Air Pulse Oil Pump, Inc.

(k) Asset known as Diagnostic Center, Inc.

(l) Asset known as Texas Investors.

(m) Asset known as 176 Second Avenue Limited Partnership.

(n) Asset known as M.G.W.

(o) Professional Corporation Pension Plan and Retirement Plan.

(p) 1983 BMW automobile.

(q) Husband will retain all bank accounts, stock brokerage accounts or stock in his name only.

(r) Any furniture, furnishings, household items and personalty now in his possession.

9. Husband warrants that he has disclosed to Wife all of the marital assets and that the marital assets consist of those

items listed in paragraphs 7 and 8 of this Agreement. This Agreement is based upon Husband's representations that there are no other assets. Should it develop that there were other assets which Husband did not disclose, then Wife would have a right to petition the Court for an equitable share of same. This claim is specifically preserved to Wife and is not discharged by paragraph 21 of this Agreement.

10. Husband shall pay to Wife as alimony in solido the sum of One Hundred Twenty-Five Thousand and 00/100 Dollars ($125,000.00) in six (6) annual payments of Twenty Thousand Eight Hundred Thirty-Three and 33/100 Dollars ($20,833.33). The first annual payment of Twenty Thousand Eight Hundred Thirty-Three and 33/100 Dollars ($20,833.33) shall be made on the first day of January, 1990 and thereafter five (5) additional annual installments of Twenty Thousand Eight Hundred Thirty-Three and 33/100 Dollars ($20,833.33) each shall be made on the same date of each consecutive year thereafter. There shall be no interest due on these payments provided the payments are made by the dates as specified above, but if for any reason the payments are not made on the dates stated above, interest shall accrue from and after each stated date of payment at the rate of 10% per annum. These payments are a division of assets and as such are not taxable to Wife for federal income tax purposes and are not deductible by Husband for federal income tax purposes. Husband will hold Wife harmless from any federal income taxes should that be asserted by the taxing authorities.

11. At the present time Husband is the owner of and the insured on the following life insurance policies: Transamerica Life, Policy No. 6817796, face value Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00); Guaranty Income Life, Policy No. 80061609, face value Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00); Northwestern Mutual Life, Policy No. 7 964 563, face value One Hundred Thousand and 00/100 Dollars ($100,000.00). Husband will take all steps necessary, prior to Court approval of this Agreement, to name Wife as irrevocable beneficiary on policies so that she is beneficiary of at least

Five Hundred Thousand and 00/100 Dollars ($500,000.00). Husband will take all steps necessary, prior to the Court's approval of this Agreement, to name each of the children as irrevocable beneficiaries of One Hundred Seventy-Five Thousand and 00/100 Dollars ($175,000.00) each in face value of life insurance. Husband will also, prior to the approval of this Agreement by the Court, make arrangements with the insurance companies so that Wife or children may not be removed as beneficiaries without their previous written consent and that they would be notified immediately by the insurance companies if a premium was not paid when due. Wife and children shall continue as irrevocable beneficiaries on said life insurance policies in the amount stated above until all obligations of Husband under paragraphs 2, 3, 4, 5, 6, 10 and 12 have been fully satisfied. Husband will pay all premiums necessary to keep the policies mentioned in this paragraph in full force and effect. Provided Husband maintains the insurance required by the terms of this paragraph and provided the proceeds are paid to Wife in the amount specified by the terms of this paragraph, the receipt of said insurance proceeds would extinguish all of Husband's obligations for alimony and child support required by the terms of the Agreement. If, for any reason, the insurance proceeds are not paid in the amount specified by the terms of the Agreement, the alimony and child support obligations would not be extinguished by Husband's death and would be a charge against his estate.

12. Husband will provide for hospitalization and medical insurance for Wife and Husband will pay all premiums necessary for a period of three (3) years from and after the date of the divorce.

13. Prior to the hearing date, Husband will pay Wife Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) which represents reimbursement to her of the retainer fee paid to Charles H. Warfield.

14. Husband shall pay his attorney fee. In addition, and prior to the hearing date, Husband shall pay into the hands of Charles H. Warfield the sum of Ten Thousand and 00/100 Dollars

($10,000.00) which, together with the retainer fee of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) paid by Wife, represents Mr. Warfield's fee for representing Wife.

15. Husband shall pay the court costs in the divorce proceedings.

16. Husband shall be responsible for and shall hold Wife harmless for any and all tax liabilities, including any federal or state back taxes, interest and penalties for all years when the parties were married. It is understood a joint return will be filed for 1988. The parties will file separate returns for 1989. Each party will be liable for his or her 1989 taxes.

17. If the Social Security laws provide any benefits to Wife as a result of either Husband's or Wife's contributions to Social Security, Husband agrees he will sign any instruments necessary to allow Wife to enjoy such Social Security benefits.

18. Husband agrees to hold Wife harmless from any and all debts or obligations incurred by Husband or Wife or either of them during the marriage, including but not limited to any obligations wherein Wife was guarantor, co-maker, endorser or otherwise obligated herself on obligations of Husband, provided, however, that Wife shall be responsible for the mortgage indebtedness herein before referred to in Paragraph 7(a) of this Agreement.

19. Each party shall execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

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

21. This Agreement shall be introduced verbatim in any divorce action prosecuted by either party and shall be submitted to the Court for ratification and incorporation verbatim into the Final Decree of Divorce.

22. This Agreement is a final settlement of all property rights of the parties and a discharge from all claims, except those claims preserved in this Agreement, arising out of their marital relationship, including, but not limited to, alimony, dower, curtesy, statutory allowance, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate.

23. From the date of this Agreement, neither party will contract any indebtedness upon the credit of the other, and if either party shall be compelled to pay any future debt of the other (expressly including credit cards), then the party who contracted such debt will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses, if any.

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

25. The provisions of 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 and with advice of counsel. There has been no undue influence, fraud, or coercion involved in the execution of this Agreement.

26. If, at the time of Husband's death, any obligations owing by Husband to Wife under paragraphs 2, 3, 4, 5, 6, 10 and 12 of this Agreement have not been fully discharged and if the insurance required by paragraph 10 of this Agreement is not in force or is not sufficient to discharge the obligations owing under paragraphs 2, 3, 4, 5, 6, 10 and 12 of this Agreement, then any balance owing on such obligations shall be a charge against Husband's estate.

THIS AGREEMENT is executed on the 19th day of October, 1989.

Witness — GEORGIA ANN McMINN GREMILLION

Witness — DANIEL ERNEST GREMILLION

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, MARCYANNA E. SPENCER, a Notary Public of said County and State, GEORGIA ANN McMINN GREMILLION, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand at office, this 19th day of OCTOBER, 1989.

Marcyanna E. Spencer
Notary Public

My Commission Expires: 11/21/92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, JACKIE E REEVES a Notary Public of said County and State, DANIEL ERNEST GREMILLION, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand at office, this 24th day of October, 1989.

Jackie E Reeves
Notary Public

My Commision Expires: 11-12-90

ADDENDUM

7. (b) Husband shall provide and pay for an automobile for Wife, in a sum not to exceed FIFTEEN THOUSAND ($15,000.00) DOLLARS, principal, at such time as Wife elects to purchase an automobile. Husband will be allowed to finance this obligation for a period not to exceed 36 months and he will pay all interest and finance charges and hold Wife harmless therefrom. The automobile shall be titled in Wife's name and shall be security for the loan. Wife shall be required to maintain insurance coverage. This payment is a part of the division of assets and as such is not taxable to Wife for federal income tax purposes and is not deductible by Husband for federal income tax purposes.

It is further **ORDERED, ADJUDGED and DECREED** that the alimony and child support required by the terms of this Final Decree shall not be reduced or pro rated unless specifically ordered by the Court.

It is further **ORDERED, ADJUDGED and DECREED** that the child support, as set forth in the Marital Dissolution Agreement, does comply with the guidelines as set forth by this Court.

It is further **ORDERED, ADJUDGED and DECREED** that the costs of this cause shall be, and are hereby, taxed against the plaintiff.

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

ENTERED this the 16th day of Nov., 1989.

JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

By: Robert L. Jackson
Robert L. Jackson
Sup. Ct. No. 2486
Attorney for Plaintiff
214 Second Avenue, North
One Washington Square, Suite 103
Nashville, Tennessee 37219

FARRIS, WARFIELD & KANADAY

By: Charles H. Warfield
Charles H. Warfield
Sup. Ct. No. 3477
Attorney for Defendant
Suite 1900
Third National Financial Center
424 Church Street
Nashville, Tennessee 37219
615-244-5200

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 16 day of NOVEMBER , 19 89 , in the Case Number 87D3156 between GREMILLION, DANIEL ERNEST Plaintiff, and GREMILLION, GEORGIA ANN Defendant, as same remains of record in Vol. 182B , Page 1553 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 08 day of FEBRUARY in the year one thousand nine hundred and ninety-nine and in the 223rd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Terry Campion
Deputy Clerk

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IDENTIF. & REFERENCE
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DAVIDSON COUNTY, TN.
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