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FILED

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Davidson County ORDER
Recvd: 06/20/01 08:21 10pgs
Fees:42.00 Taxes:0.00
20010620-0065178

2001 MAY 30 PM 2:01

RICHARD R. ROOKER, CLERK

D. Murray D.C.

EVA FRITCH,

Plaintiff,

v.) No. 99D-3585

HERBERT ALLEN FRITCH,

Defendant.

BK 2199 PG 421

FINAL JUDGMENT

This cause came on to be ~~heard~~ Granted on the 30 day of May 2001, before the Honorable Marietta M. Shipley, Judge, upon the complaint of Plaintiff Eva Fritch (hereinafter called "Wife"), the marital dissolution agreement dated May 25th, 2001 and the entire record herein, from all of which the Court finds that the averments of Wife's complaint as to irreconcilable differences between Wife and Defendant Herbert Allen Fritch (hereinafter called "Husband") are sustained by the record; that irreconcilable differences exist between Wife and Husband; that by said marital dissolution agreement, the parties have made adequate and sufficient provision by written agreement for the settlement of the property rights of the parties and the equitable division of their marital property; and that said marital dissolution agreement should be approved.

It is therefore ORDERED and ADJUDGED by the Court that Wife is granted an absolute divorce from Husband on the grounds of irreconcilable differences and the bonds of matrimony heretofore subsisting between said parties are perpetually dissolved. The address of Husband is 803 Brent Glen Point, Nashville, Tennessee 37211. The address of Wife is 746 Edmondson Pike, Brentwood, Tennessee 37027.

It is further ORDERED and ADJUDGED by the Court that said marital dissolution agreement between the parties dated May 25th, 2001 is approved by the Court and each and every provision of said agreement are hereby made specific orders and decrees of this Court.

It is further ORDERED that the costs of this cause are taxed to Husband.

MARITAL DISSOLUTION AGREEMENT

FILED
2001 MAR 29 PM 2:13
D.C.

THIS AGREEMENT is entered into by and between Eva Padron Fritch (hereinafter referred to as "Wife") and Herbert Allen Fritch (hereinafter referred to as "Husband"), this 14 day of ~~April~~ May, 2001.

WITNESSETH:

WHEREAS, Husband and Wife are married to each other and there is now pending in the Second Circuit Court of Davidson County, Tennessee, Case No. 99D-3585, in which the parties are seeking a divorce from each other and other relief related thereto, and the parties are desirous of settling all issues in controversy in said case and of making an equitable division of their properties;

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. Wife shall proceed to obtain an absolute divorce on the grounds of irreconcilable differences.

2. Wife shall retain the balance of her cash previously in her SunTrust Bank account and all assets she acquired with that cash.

3. Husband shall transfer to Wife by quitclaim deeds all his interests in the residence at 746 Edmondson Pike, Williamson County, Tennessee, and his interest in Fox Hollow Farm. Husband shall execute and deliver said deeds within three business days after they are delivered to his attorneys by Wife's attorney.

4. The furniture, furnishings, appliances and household effects in said residence at 746 Edmondson Pike shall be the property of Wife.

5. The 17 acres of land adjoining said residence at 746 Edmondson Pike, Brentwood, Williamson County, Tennessee, shall be owned by the parties as tenants in common with each party owning a one-half undivided interest. Said property shall be sold in accordance with the mutual agreement of the parties. Upon the sale of said property, the net proceeds shall be divided equally between Wife and Husband.

6. Wife's 1997 Jaguar automobile and her 1998 Acura SUV shall be the property of Wife.

7. Wife's jewelry shall be the property of Wife.

8. Wife shall transfer to Husband her 10% interest in Brentwood Exotics, LLC and her 10% interest in Two Feathers Elk & Bison Ranch, LLC within 30 days after the entry of a final judgment in said Case No. 99D-3585 and Husband shall retain his 90% interests in said two entities so that he will own 100% of those entities.

9. The four basset hounds shall be the property of Wife.

10. The Merrill Lynch joint escrow account shall be the property of Wife.

11. Husband shall cause his Schwab one money market account no. 3482-3050 to be transferred to Wife within three business days after the entry of a final judgment of divorce in said Case No. 99D-3585.

12. Husband shall cause to be transferred to Wife by rollover pursuant to a qualified domestic relations order, if necessary, 50% of his interest in the American Skandia annuity, contract no. AFII-0000 87872 to an annuity designated by Wife within 30 days after the entry of a final judgment in said Case No. 99D-3585. Wife shall execute all necessary 1035 rollover forms to complete said transfer.

13. Husband shall pay Wife cash of $52,791 within three business days after the entry of a final judgment in said Case No. 99D-3585.

14. Husband shall furnish to Wife at his expense pursuant to COBRA for 36 months after the entry of a final judgment in said Case No. 99D-3585 the major medical and hospitalization health insurance coverage she has previously had. For federal income tax purposes, said payments shall be deductible to Husband. Husband shall not be responsible for medical expenses incurred by Wife that are not paid by health insurance.

15. Wife shall transfer to Husband her 25% interest in Southern Exposure Wildlife, LLC within 30 days after the entry of a final judgment in said Case No. 99D-3585 and Husband shall retain his 25% interest so that he will own 50% of that entity.

16. Wife shall transfer to Husband all her interests in the promissory notes of Two Feathers Elk & Bison Ranch, LLC and Southern Exposure Wildlife, LLC within three business days after the entry of a final judgment in said Case No. 99D-3585.

17. Wife shall transfer to Husband by quitclaim deeds all her interests in the Whitewater real estate, the remaining Smith County real estate and the Missouri real estate of the parties. Wife shall execute and deliver said deeds within three business days after they are delivered to Wife's attorney by Husband's attorneys.

18. The following shall remain the property of Husband: his cash in his SunTrust cash account; his Schwab IRA account; the note from Southern Exposure Wildlife LLC; his interests in Central Houston Physician Mgt., Northwest I.P.A. Mgt. and Baytown Physician Mgt.; his stock in New Quest Health Solutions; his interest in Medadata Physician's Corporation; his interest in Metropolitan Physician's Association; his stock in Carekeeper's, Inc.; his interest in Vital EX; his interest in North American Elk Antler Power LLC; the notes of Rob Elkins and Dean Olinger; the real estate at 803 Brent Glen; his pick-up truck; and the furniture, furnishings, appliances and household effects at 803 Brent Glen; the loan receivable from Brentwood Exotics, LLC; the Phycor Savings and Profit Sharing Account; the Phycor/SunTrust Equitable stock; the Orbitor stock; the Shova Professional Building Partnership; and the Carekeeper restricted stocks.

19. Husband shall cause to be prepared at his expense a joint federal income tax return for the parties for the year 2000. Husband and Wife shall execute said return and shall cause it to be filed. Husband shall pay all taxes, if any, due with said return. Husband and Wife shall each receive one-half of all refunds of taxes, if any, refunded pursuant to that return.

20. If the parties receive federal tax refunds for any year prior to 2000 for which they filed a joint tax return, Husband shall receive all such refunds.

21. Husband shall pay the charges of Honorable Robert Brandt for mediation services to the parties.

22. Husband and Wife shall each pay their own discretionary costs. Husband shall pay the other court costs in the divorce case.

23. Except as otherwise expressly provided herein, all property and interests in property of a party shall remain the property of that party and neither party shall have any claim to the income, assets or estate of the other party.

24. Wife and Husband shall comply with the provisions of the addendum to this marital dissolution agreement which has been executed simultaneously with this agreement and which will be kept under seal.

25. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, such party shall be entitled to a judgment against the other party for reasonable expenses, including attorney's fees incurred in prosecuting the action.

26. Three counterparts of this agreement shall be executed, each of which shall be deemed an original, and each shall have the same legal effect as any other and may be used for any purpose, but all counterparts together shall constitute one and the same instrument.

27. This agreement shall be exhibited to the Court and incorporated in the final judgment in said Case No. 99D-3585.

IN WITNESS WHEREOF, the parties have executed this agreement in triplicate the day and year first above written and have initialed the preceding pages.

EVA PADRON FRITCH

HERBERT ALLEN FRITCH

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Helen S. Rogers, a Notary Public in and for said State and County duly commissioned and qualified, EVA PADRON FRITCH, 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 25th day of May, 2001.

Helen S Rogers
Notary Public

My Commission Expires:

11/27/04

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, MARGIE STEIMLE, a Notary Public in and for said State and County duly commissioned and qualified, HERBERT ALLEN FRITCH, 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 14th day of May, 2001.

Margie Steimle
Notary Public

My Commission Expires:

11/30/01

ADDENDUM TO MARITAL DISSOLUTION AGREEMENT

FILED
2001 MAY 29 PM 2:12
RICHARD R. ROOKER, CLERK

THIS ADDENDUM is entered into by and between Eva Padron Fritch (hereinafter referred to as "Wife") and Herbert Allen Fritch (hereinafter referred to as "Husband"), this 14th day of MAY, 2001, to set forth terms and provisions in addition to those set forth in the marital dissolution agreement between the parties of the same date.

Husband and Wife agree that the 17-acre tract of land adjoining the residence at 746 Edmondson Pike, Williamson County, Tennessee, shall be sold pursuant to the following terms and provisions:

1. Wife and Husband shall endeavor to sell said property without listing it with a real estate agent until May 31, 2001.

2. If said property shall not have been sold by May 31, 2001, then Wife shall submit to Husband the names of five competent real estate agents and Husband shall select one of said agents to be the listing agent for the sale of said property. Said property shall then be listed with the agent so selected by Husband at a listing price of $850,000.

3. If an offer from a bona fide purchaser to purchase said property for $850,000 or more is received by the parties and either Wife or Husband desires to accept that offer, the other party shall also accept that offer and the property shall be sold pursuant to that offer.

4. If both Wife and Husband mutually agree to accept an offer for the purchase of said property for less than $850,000 at any time, the property shall be sold pursuant to said offer.

5. If said property shall not have been sold by November 1, 2001, then upon motion of either party, said property shall be sold as ordered by the Court.

6. Until said property shall have been sold, Wife shall pay the bills for all utilities for said property.

7. This agreement shall be kept under seal and shall not be disclosed to any person other than Wife, her attorneys, Husband or his attorneys.

IN WITNESS WHEREOF, the parties have executed this agreement in triplicate the day and year first above written and have initialed the preceding page.

EVA PADRON FRITCH

HERBERT ALLEN FRITCH

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Helen S. Rogers, a Notary Public in and for said State and County duly commissioned and qualified, EVA PADRON FRITCH, 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 25th day of May, 2001.

Notary Public

My Commission Expires:

11/27/04

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, MARGIE STEIMLE, a Notary Public in and for said State and County duly commissioned and qualified, HERBERT ALLEN FRITCH, 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 14th day of May, 2001.

Notary Public

My Commission Expires:

11/30/01

ENTERED this the 30 day of May, 2001.

MARIETTA M. SHIPLEY, JUDGE

APPROVED FOR ENTRY:

MACLIN P. DAVIS, JR. (#2855)
RACHELLE LAISNEZ (#18754)

By: Maclin P. Davis, Jr.

2100 Nashville City Center
511 Union Street
Nashville, Tennessee 37219
615-244-6380
Attorneys for Defendant/Husband

Helen Sfikas Rogers

HELEN SFIKAS ROGERS (#7025)
Wind in the Willows Mansion
2205 State Street
Nashville, Tennessee 37203
615-320-0600
Attorney for Plaintiff/Wife

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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 30 day of MAY , 2001 , in the Case Number 99D3585 between FRITCH, EVA Plaintiff, and FRITCH, HERBERT ALLEN Defendant, as same remains of record in Vol. 1893 , Page 346966 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 06 day of JUNE in the year two thousand one and in the 225th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Terry Campion
Deputy Clerk

State of Tennessee, County of WILLIAMSON
Received for record the 14 day of
JUNE 2001 at 1:34 PM. (REC# 421922)
Recorded in official records
Book 2199 Pages 421- 430
Notebook 67 Page 102
State Tax $ .00 Clerks Fee $ .00,
Recording $ 42.00, Total $ 42.00,
Register of Deeds SADIE WADE
Deputy Register PAMELA GREER