IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KIMBERLY RENEE RAMKO
Plaintiff

vs.

RICHARD LEON RAMKO, JR.,
Defendant

99 FEB 22 PM 4:28

No. 98D-1811
Notice of Entry Requested

FINAL DECREE

This cause came to be heard on the 22nd day of February, 1999, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce filed by Mrs. Kimberly Ramko, and from the parties signing the Marital Dissolution Agreement, the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. Section 36-4-101(11). It is therefore,

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Kimberly Renee Ramko, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement heretofore signed by the parties does adequately provide for the equitable division of the marital property and the Court does approve the Agreement attached hereto as follows:

Davidson County DEEDDIV
Recvd: 10/24/02 13:52 12pg
Fees:62.00 Taxes:0.00
20021024-0130475

COPY

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KIMBERLY RENEE RAMKO
Plaintiff

vs.

RICHARD LEON RAMKO, JR.,
Defendant

No. 98D-1811

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between KIMBERLY RENEE RAMKO, hereinafter called "Wife", and RICHARD LEON RAMKO, JR., hereinafter called "Husband".

W I T N E S S E T H

WHEREAS, the parties are married and there are no minor children; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, ONLY Wife is represented by Robyn Lynne Ryan, Attorney, and the Husband is **NOT** relying upon the advice or services of Robyn Lynne Ryan;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be

responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

NON-DISCHARGEABILITY. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fee and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

INCORPORATION, PERMANENT and PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the Parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the

provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

PRIOR TAX LIABILITIES. If in any connection with any joint Federal Income Tax Returns previously filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDINGS FILED. The parties acknowledge that a complaint has been filed in the Fourth Circuit Court of Davidson County, Tennessee, which included the grounds that irreconcilable differences have arisen between the parties. The Defendant is aware that this divorce has be filed in the State of Tennessee and waives further services and filing an answer to the Complaint.

The parties agree to split all Court costs arising out of said divorce proceeding if uncontested.

PERSONALTY. It is agreed that the Wife shall have as her sole and separate property the following:

Thomasville bedroom suite
White couch/love seat
Marble coffee table/sofa table
Glass breakfast table/chairs
19" TV with VCR
Emerson VCR
1/2 dishes, silverware, linens
Quilt rack/quilt
1/2 golf clubs
1/2 Wilson tennis rackets
1/2 garage shelving
1/2 tools
Weed eater
Leaf Blower
Gas Grill
Patio furniture
All of Wife's personal belongings, jewelry and clothes

Wife agrees to assume all debt associated with the above

property and will hold Husband harmless thereon. It is further agreed that Wife will have possession and title to the Parties' 1994 BMW and Wife agrees to assume any liability associated with this automobile and hold Husband harmless thereon.

It is also agreed that the Husband shall have as his sole and separate property the following:

Cherry bedroom suite
Sectional sofa
Oak coffee/end tables
Oak dining room suite
Washer/dryer
Small microwave
25" Magnavox Tv
CD player
Stereo bookshelf speakers
Stereo receiver
1/2 dishes, silverware, linens
Rifle
Shotgun
Hunting equipment
1/2 golf clubs
1/2 Wilson tennis rackets
Guitars
1/2 garage shelving
All of Husband's personal belongings, clothes, and jewelry

It is further agreed that Husband will have possession and title to the parties 1997 Toyota and Husband agrees to assume any liability associated with this automobile and hold Wife harmless thereon. ~~Husband shall also have possession and title to the Honda Sabre Motorcycle and the Astro boat, and Husband agrees to assume any liability with these vehicles and will hold Wife harmless thereon.~~

Each party agrees to execute any document necessary to effectuate change of title.

DEBTS. The parties agree that each party shall be responsible for any debt in his or her own name and will hold the other party harmless thereon. The parties further agree that except as already discussed in the paragraphs concerning the automobiles and the marital home, there is no other marital debt.

The parties further agree that the this division of debt shall be considered reasonable and necessary for the other party's support. This support debt will be non-dischargeable in the event of a bankruptcy of the obligor spouse, pursuant to 11 U.S.C Section 523 (a) (5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is

reasonable.

REAL ESTATE. The parties own real property located at 6649 Jocelyn Hollow Road, Nashville, Tennessee. Husband agrees to convey and quit claim, and by signing this document does convey and quit claim, to Wife any and all interests in the property more particularly described below:

> Land in Davidson County, Tennessee, being Lot No. 984 on the Plan of West Meade Farms, Inc., Section XVI, as of record in Book 2663, page 56, Register's Office for said County, to which reference is hereby made for a more complete and accurate description.
>
> Included in the above description but excluded from this conveyance is land in Davidson County, Tennessee, being a portion of Lot No. 984 on the Plan of West Meade Farms, Inc., Section XVI, of record in Book 2663, page 56, Register's Office for said County, described as follows:
>
> Beginning at a point being the common rear corner of Lots 981 and 984 on said plat and thenc with the line between said lots as shown on said plan, northwestwardly 60 feet to a point; thence southeastwardly to a point located 30 feet eastwardly along the rear line of Lot No. 984 from the point of beginning, 68 feet more or less; thence westwardly along the rear line of Lot 984, 30 feet to the point of beginning.
>
> Tract 2: Being a portion of Lot 981 on the Plan of West Meade Farms, Inc., Section XVI, of record in Book 2663, page 56, Register's Office for said County, described as follows:
>
> Beginning at the common front corner of Lot 981 and 984 on said recorded plot and thenc with the common line between said lots as recorded, southeastwardly 60 feet to a point; thence northwestwardly to a point located in the margin of Jocelyn Hollow Road 30 feet westwardly from the point of beginning, 68 feet, more or less; thence with the margin of Jocelyn Hollow Road, eastwardly 30 feet to the point of beginning.
>
> Being the same property conveyed to Richard Ramko, Jr., and wife, Kimberly R. Ramko, by deed from Byron Roberts, unmarried, as of record in Book 9116, page 868, Register's Office for Davidson County, Tennessee.

If any other or additional document is necessary to convey title of this real estate to Wife, Husband agrees to execute any such document. Wife agrees to assume liability for the debts on the property and will hold Husband harmless thereon. In consideration of Husband's transfer of interest in this real estate to Wife, Wife agrees to pay to Husband the sum of $35,000.00 within ninety (90) days of the execution of this agreement after Wife secures refinancing on this property. If any mortgage company requires additional documents to be executed by Husband in the refinancing of this property, Husband agrees to cooperate fully and

promptly execute any document required.

ALIMONY . Wife and Husband claim no alimony either pendente lite or permanent and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this document.

ATTORNEY FEES. Each party shall pay his or her own attorney fees.

PENSIONS. The parties agree to give up any right they might have to the other parties' retirement or pension. Each party will therefore retain the right to their individual pension and retirement free and clear of all claims of the other party.

BANK ACCOUNTS. Each party shall be entitled to keep any bank, checking or other account in his or her own name, free and clear from any claim of the other.

STOCK. Wife agrees to relinquish any right, title or interest she may have in the Performance Food Group stock titled in Husband, and Husband is, therefore, awarded this stock as his separate property. Husband shall assume all liability associated with this stock and will hold Wife harmless thereon.

Kimberly Renee Ramko
KIMBERLY RENEE RAMKO

Richard Leon Ramko Jr.
RICHARD LEON RAMKO, JR.

STATE OF TENNESSEE)
COUNTY OF Davidson)

On this 17th day of December, 1998, personally appeared KIMBERLY RENEE RAMKO, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

Sherry L Dyer
NOTARY PUBLIC

My Commission Expires:
11.24.01

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

On this 28 day of December, 1998, personally appeared RICHARD LEON RAMKO, JR. to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Elaine W. Ferguson
NOTARY PUBLIC

My Commission Expires:
Nov. 25, 2000

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause are to be split by the parties, for all of which execution may issue if necessary.

ENTER this the 22nd day of Feb, 1999.

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

Robyn Lynne Ryan #12782
Attorney for Plaintiff
5th Floor St. Cloud Corner
500 Church Street
Nashville, Tennessee 37219
(615) 242-3996

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been placed in the United States mail, postage prepaid to, Mr. Richard Ramko, Jr., 2005 21st Avenue, Apartment #6, Nashville, TN 37212, this the 22 day of Feb, 1999.

Robyn Lynne Ryan

CERTIFICATE OF SERVICE

CASE NO. 98D-1811

Pursuant to Rule 58.03 of the Tennessee Rules of Civil Procedure, I hereby certify that I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, this the 24th day of February, 19 99.

RICHARD R. ROOKER, CLERK

BY: Dufonne Tucker **D.C.**

Robyn Lynne Ryan, Attorney
5th Floor, St. Cloud Corner
500 Church Street
Nashville, Tennessee 37219

Mr. Richard Ramko, Jr.
2005 21st Avenue
Apartment #6
Nashville Tennessee 37212

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 22 day of FEBRUARY , 1999 , in the Case Number 98D1811 between RAMKO, KIMBERLY RENEE Plaintiff, and RAMKO, RICHARD LEON JR. Defendant, as same remains of record in Vol. 517 , Page 94866 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 24 day of OCTOBER in the year two thousand two and in the 226th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

