IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY,

TENNESSEE, AT NASHVILLE

97 OCT -1 PM 4:23

CLERK

D.C.

SALLY LOUISE GOLDMAN,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	Nº 96D-2096
	)	
NEIL CECIL GOLDMAN,	)	
	)	
Defendant/Husband	)	

Davidson County DEEDDIV
Recvd: 09/15/04 10:25 12pgs
Fees:62.00 Taxes:0.00

20040915-0111170

FINAL DECREE

This cause came on to be heard on this the 1st day of October, 1997, before the Honorable Muriel J. Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for absolute divorce filed by Wife and Counter-Claim filed by Husband, Husband withdraws his counter-claim and allows the cause to proceed to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; statement of counsel, and the entire record in this cause, from all of which this Court is of the opinion and so finds as follows:

That from the testimony presented to the Court, it appears that the parties hereto have irreconcilable differences in their marriage; it is therefore

ORDERED, ADJUDGED AND DECREED, that the Plaintiff/Wife, Sally Louise Goldman, is hereby awarded an absolute divorce from the Defendant/Husband, Neal Cecil Goldman , on the grounds of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a written, executed Marital Dissolution Agreement, and the Court affirmatively finds therein the parties have made adequate and sufficient provisions by written agreement for the fair and equitable settlement of any property rights between them. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY,
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D.C.

SALLY LOUISE GOLDMAN,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 96D-2096
	)	
NEAL CECIL GOLDMAN,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This agreement is entered into by and between Mr. Goldman and Ms. Goldman subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS the parties have experienced marital difficulties in the past with the result that Ms. Goldman instituted divorce proceedings against Mr. Goldman.

WHEREAS it is the decisions of the parties insofar as they are able, with the concurrence of the Court, to amicably settle their differences in respect to all property rights, support obligations, obligations for payment of debt 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 intentions that such contract will be effected with respect to all of their property and other matters of concern.

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. **DIVORCE:** Ms. Goldman shall be awarded an absolute divorce from Mr. Goldman on the basis of irreconcilable differences.

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2. **REAL ESTATE** All right, title, and interest of Mr. Goldman in the property located at 304 ~~Stonehenge~~ Stonehindge Way, Nashville, Tennessee 37221 shall be divested out of him and vested solely in Ms. Goldman. She shall be liable for all indebtedness against the property and Mr. Goldman shall be held harmless.

All right, title, and interest of Ms. Goldman in the property located at 5646 Woodlake Avenue, Woodland Hills, California 91367 shall be divested out of her and

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vested solely in Mr. Goldman. He shall be liable for all indebtedness against the property and Ms. Goldman shall be held harmless.

All right, title, and interest in the property located at 106-108 South Orlando Avenue, Los Angeles, California 90048 shall be divested out of Ms. Goldman and vested solely in Mr. Goldman. Mr. Goldman shall be liable for all indebtedness against the property and Ms. Goldman shall be held harmless.

3. **PERSONAL EFFECTS:** Mr. Goldman shall be awarded his personal effects, including his clothing, jewelry, and other personal items. Ms. Goldman shall be awarded her personal effects, including her clothing, jewelry, and other personal items.

4. **SEPARATE PROPERTY:** Mr. Goldman shall receive his separate property according to attached Exhibit 1 free and clear of any claims of Ms. Goldman and Ms. Goldman shall receive her separate property according the attached Exhibit 2 free and clear of any claims by Mr. Goldman. Mr. Goldman shall return to Ms. Goldman her lampshade, remote for the overhead garage, keys to the Honda Prelude, and two frying pans.

5. **PERSONAL SEAT LICENSE:** Ms. Goldman shall be awarded the Personal Seat License for the Tennessee Oilers football team and Mr. Goldman waives any and all claims he has to the Personal Seat License.

6. **HOUSEHOLD GOODS AND FURNISHINGS:** The household goods and furnishings are divided pursuant to attached Exhibit 3. Neither parties shall make claim against the other for items awarded pursuant to Exhibit 3. Mr. Goldman shall have access to the marital home located at 304 Stonehenge Way, Nashville, Tennessee 37221 within thirty (30) days following the entry of the Final Decree for ~~three (3)~~ one ~~consecutive~~ day to obtain his household goods and furnishings. Ms. Goldman shall cooperate with Mr. Goldman in arranging the date, time, and access for Mr. Goldman into the marital home to remove his separate property and the marital property awarded to him.

7. **REHABILITATIVE ALIMONY:** Mr. Goldman shall pay to Ms. Goldman rehabilitative alimony in the amount of $350.00 per month beginning on the first day of ~~July~~ October, 1997 and the first day of each month thereafter for 40 months or until Ms. Goldman's death, remarriage, or the death of Mr. Goldman, whichever occurs first, and subject to review by the Court.

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8. **HEALTH INSURANCE:** Mr. Goldman shall cooperate with Ms. Goldman so that she may obtain her secondary health insurance through his retirement association, LACERA, through COBRA coverage for 36 months after the entry of the Final Decree. ~~Mr. Goldman shall be responsible for the payment of $139.50 per month for the insurance premium during the 36 month period~~.

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9. **LIFE INSURANCE:** Mr. Goldman shall obtain a life insurance policy on his life in the amount of $14,000 naming Ms. Goldman as the beneficiary to insure Ms. Goldman's alimony payments. This policy may be a decreasing term policy of Mr. Goldman's election. Mr. Goldman shall no longer be required to maintain a life insurance policy once he has fulfilled his alimony obligation.

10. **TAX LIABILITY:** In the event the parties are audited for any previous years in which they have filed a joint return, Mr. Goldman shall be liable for any indebtedness later determined to be owed and Ms. Goldman shall be held harmless. Additionally, if a refund is owed to the parties, Mr. Goldman may keep the refund and Ms. Goldman shall waive all claim to the refund.

11. **ATTORNEY'S FEES.** Mr. Goldman shall pay $5,874.77 to Helen Sfikas Rogers for outstanding attorney fees which Ms. Goldman has incurred as a result of Ms. Roger's representation of her in these proceedings. Any and all further outstanding balance owed by Ms. Goldman to Ms. Rogers shall be solely the obligation of Ms. Goldman. Mr. Goldman shall pay all attorney fees owing to Marlene Eskind Moses for her representation of him in this cause.

12. **COURT COSTS:** Mr. Goldman shall pay the court costs incurred as a result of this cause of action for which execution may issue. Ms. Goldman shall be held harmless.

13. **RESTORATION OF MAIDEN NAME:** Ms. Sally Louise Goldman shall be restored to her maiden name of Sally Kaplan.

14. **AUTOMOBILES:** All right, title, and interest in the 1992 Honda Prelude shall be divested out of Mr. Goldman and vested solely in Ms. Goldman. Mr. Goldman shall be liable for all indebtedness in the vehicle and Ms. Goldman shall be held harmless. Mr. Goldman may at his election pay the monthly installments on the 1992 Honda Prelude or pay the debt in full.

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All right, title, and interest in the following vehicles: 1993 Chevrolet Astro Van, 1992 Class C Motor Home, 1988 Skeeter boat and the 1988 boat trailer shall be divested out of Ms. Goldman and vested solely in Mr. Goldman. He shall be liable for all indebtedness against the vehicles and Ms. Goldman shall be held harmless.

15. **MR. GOLDMAN'S BUSINESS:** Mr. Goldman shall be awarded his business, Western Finesse Fishing Products, and all assets associated with the business including, but not limited to, his stock, computer, fax machine and his business bank account. Ms. Goldman shall be held harmless on all liability associated with Mr. Goldman's business.

16. **BANK ACCOUNTS:** Ms. Goldman shall be awarded her NationsBank checking account number 0113511075, American Express IDA Annuity, and her ~~Jenny~~ Ginnie Mae ~~May~~ Calvert account all free and clear of any claims by Mr. Goldman. Mr. Goldman shall be awarded his First American bank account number 1002595907, NationsBank account number 011337041-5, First American checking account number 1002197648, First Union checking account number 1020000482377, Western Finesse Fishing Products checking account number 0112599378, and his Calvert tax-free money market account number 39138886. All of these accounts awarded to Mr. Goldman are free and clear of any claims by Ms. Goldman. SLG

17. **RETIREMENT ACCOUNT:** All right, title, and interest that Mr. Goldman has to Ms. Goldman's Resources Trust (Lockheed Retirement 401K) account number I-567-56-3238 is hereby divested out of him and vested solely in Ms. Goldman.

Mr. Goldman has a retirement benefit which he receives through LACERA. Mr. Goldman shall receive 88% of the benefit and Ms. Goldman shall receive 12% of the benefit. A Qualified Domestic Relations Order shall be prepared and presented to the Honorable Court to become an order of the Court. The parties shall each pay one-half of the cost of the preparation of the Qualified Domestic Relations Order. Until the Qualified Domestic Relations Order is entered, Mr. Goldman shall pay to Ms. Goldman 12% of his pension directly to her.

18. **DEBT LIABILITY:** The parties shall each be liable for his or her respective debt incurred in his or her respective name with the only exception being those items otherwise contained in this agreement. Thus among the debts to be allocated to Ms.

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Goldman, Ms. Goldman shall be solely liable for the following debt and Mr. Goldman shall be held harmless: The ~~Vantage~~ Advantage Citibank Visa account number 4128 0031 4805 0222, MBNA MasterCard account number 5401 2622 3459 8472, Home Depot account number 7154 007 2866. Among the debt to be allocated to Mr. Goldman, Mr. Goldman shall be solely liable for the following debt: First Union Bank account number 30-700-095644.

19. **ENFORCEMENT:** In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement and the claim is upheld by a court of competent jurisdiction, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

20. **EFFECT OF AGREEMENT:** This agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County pending the Final Decree of divorce between the parties. This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

21. **FINAL SETTLEMENT:** This agreement is executed after review with and after the receipt of advice of counsel and 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 full and complete 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 Mr. Goldman and Ms. Goldman, individually or jointly, or any property that either of them may acquire in the future.

22. **ACKNOWLEDGMENT:** 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. Should it develop that there were undisclosed assets, the party to whom the

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assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this agreement.

23. **ACCEPTANCE BY THE PARTIES:** With respect to each party's responsibility for the 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 nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement.

24. **BENEFICIARY REVOCATION:** The parties agree that, except as otherwise provided by the terms of this agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this agreement unless otherwise provided by the terms of this agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

25. **ENTERED INTO FREELY:** 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 and with advise of counsel.

26. **ENTIRE AGREEMENT:** This agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

27. **VALIDITY:** In the event any provision that this agreement shall be held invalid by Court of competent jurisdiction, such individual provision shall not effect other provisions of this agreement, said provisions being severable.

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28. **DOCUMENTS:** It is understood and agreed between the parties that, as a part of the consideration of 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.

29. **WRITTEN CHANGES:** 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. This agreement will be tendered to the Court as part of the Final Decree of divorce between the parties.

30. **CONSTRUCTION:** This agreement shall be construed under the laws of the State of Tennessee.

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STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, SALLY LOUISE GOLDMAN, who after being first duly sworn according to law, did make oath and affirm that she has read the foregoing Marital Dissolution Agreement, and acknowledges that she executed the aforesaid agreement for the purposes contained therein.

Sally Louise Goldman
SALLY LOUISE GOLDMAN

Sworn to and subscribed before me on

this 8th day of September, 1997.

Helen S Rogers
NOTARY PUBLIC

My Commission Expires:

11/25/2000

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public, in and for the aforesaid State and County, NEAL CECIL GOLDMAN, who after being first duly sworn according to law, did make oath and affirm that he has read the foregoing Marital Dissolution Agreement, and acknowledges that he executed the aforesaid agreement for the purposes contained therein.

Neal Cecil Goldman
NEAL CECIL GOLDMAN

Sworn to and subscribed before me on

this 15 day of Sept, 1997

Laura L. Kelly
NOTARY PUBLIC

My Commission Expires:

1-27-2001

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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 FOURTH Circuit Court for Davidson County, Tennessee, on the 01 day of OCTOBER , 19 97 , in the Case Number 96D2096 between GOLDMAN, SALLY LOUISE Plaintiff, and GOLDMAN, NEAL CECIL Defendant, as same remains of record in Book 273C , Page 2294 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 23 day of OCTOBER in the year one thousand nine hundred and ninety-seven and in the 222nd year of American Independence.



RICHARD R. ROOKER, Clerk,

By Mary N Binkley
Deputy Clerk

RESERVATION OF JURISDICTION

15. The Court reserves jurisdiction over the parties and the Plan until all obligations owed by the Plan to the Non-member, including obligations owed to the Non-member's designated beneficiaries, is paid in full. The Court also reserves jurisdiction to enforce, revise, modify or amend this Order, provided, however, neither this Order nor any subsequent revision, modification, or amendment shall require LACERA to provide any form or amount of benefits not otherwise provided by LACERA.

APPROVED AS TO FORM AND CONTENT:

Dated: 9-9-03 By: Sally L. Kaplan
Sally L. Kaplan, Petitioner
(formerly Sally Louise Goldman)
In Propria Persona

Dated: 9-02-03 By:
Neal Cecil Goldman, Respondent
In Propria Persona

SO ORDERED.

Dated: 9-23-03 By:
Judge

It is therefore, **ORDERED, ADJUDGED AND DECREED,** that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein, are hereby approved by the Court and made a judgment hereof in all respects.

It is further, **ORDERED, ADJUDGED AND DECREED,** that Wife's maiden name of **Sally Louise Kaplan** is restored to her.

All costs of this cause are to be taxed to Defendant/Husband, Neil Cecil Goldman, for which execution may issue if necessary.

The addresses of the parties are as follows:

Sally Louise Kaplan
304 Stonehindge Way
Nashville, Tennessee 37221

Neal Cecil Goldman
2828 Old Hickory Boulevard
Apartment #606
Nashville, Tennessee 37221

ENTERED this the 1st day of October, 1997.

Muriel J. Robinson, Judge

APPROVED FOR ENTRY:

Helen S. Rogers
Attorney for Plaintiff/Wife
201 Fourth Avenue, North
SunTrust Bank Building, Suite 1550
Nashville, Tennessee 37219
(615) 256-5144

CERTIFICATE OF SERVICE

I do hereby certify that a true and exact copy of the foregoing **Final Decree** has been mailed by U.S. Mail, postage prepaid, to Marlene Moses at One Church Street Building, Suite #500, Nashville, Tennessee, 37201, this the 15th day of October, 1997.

Helen S. Rogers