PICK-UP

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2005 AUG 23 PM 2:55

RICHARD R. ROOKER, CLERK

D.C.

BETTY LOU KIMBRELL, **SSN: [redacted]-2844,**	)	
Plaintiff,	)	
vs.	)	**No. 04D-3811**
TERRY STEVEN KIMBRELL, **SSN: [redacted]-8733,**	)	
Defendant.	)	

Davidson County DEEDDIV
Recvd: 10/04/05 09:02 38 pg
Fees:192.00 Taxes:0.00
20051004-0118939

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 23rd day of August, 2005, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Divorce, Permanent Parenting Plan and Marital Dissolution Agreement submitted to the Court for approval, testimony of the Plaintiff in open Court, and statement of counsel, from all of which the Court finds as follows:

That this cause was filed on December 17, 2004 and has been pending for more than ninety (90) days.

That there exist between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible.

That the Parenting Plan submitted for approval is in the best interest of the parties and their minor child and makes adequate provisions for the support, maintenance and parenting of the minor child and should be approved and made the Order of this Court.

That the Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the judgment of this Court.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the Plaintiff is hereby awarded an absolute divorce on the grounds of irreconcilable differences, and both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED AND DECREED** that the Parenting Plan and Marital Dissolution Agreement submitted to the Court for approval are hereby approved and made the Order of this Court and are in words and figures as follows:

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

FILED
2005 AUG 16 PM 4:05
RICHARD R. ROOKER, CLERK
D.C.

BETTY LOU KIMBRELL

Plaintiff/Wife,

vs.) **Docket No. 04D-3811**

TERRY STEVEN KIMBRELL,

Defendant/Husband.

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into at Nashville, Davidson County, Tennessee, on this the 12th day of August, 2005 by and between **BETTY LOU KIMBRELL** hereinafter referred to as Wife, and **TERRY STEVEN KIMBRELL** hereinafter referred to as Husband:

WITNESSETH:

THAT WHEREAS, the parties are Husband and Wife and as a consequence of the irreconcilable differences that currently exist between the parties, a petition for divorce has been filed, and whereas the parties are desirous of settling the disposition of their property and support rights subject to the approval of the Court:

THEREFORE, FOR AND IN CONSIDERATION of mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. **DIVORCE**: The Wife shall proceed to trial and obtain a divorce on the

grounds of irreconcilable differences. The Marital Dissolution Agreement shall be submitted to the Court for approval, and if approved, become the judgment of the Court and be incorporated into the Final Decree of Divorce.

2. **VENUE AND SERVICE OF PROCESS:** Each of the parties hereby acknowledges that a divorce action is pending under the above-style and docket number 04D-3811 in the Eighth Circuit Court for Davidson County, Tennessee. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Wife is represented by attorneys Phillip Robinson and Philip E. Smith and the Husband is represented by attorneys Terrence Reed and Thomas W. Miller.

3. **TRANSITIONAL ALIMONY:** The Wife shall be awarded transitional alimony to be paid by the Husband in monthly installments of eighteen thousand dollars ($18,000.00) per month for one hundred and twenty (120) consecutive months, beginning the first day of the month immediately following the entry of a Final Decree of Divorce in this cause, and the first day of each month thereafter, until paid in full, the death of the Wife, the remarriage of the Wife, or the cohabitation of the Wife with a person who is a non-family member. Further, the aforesaid alimony obligation shall terminate upon the death of the Husband provided he has maintained the life insurance to secure said obligation as required under Paragraph 11 of this agreement. Except as set forth above, this support obligation is non-modifiable. Said alimony is deductible by the Husband and includable in the Wife's income for Federal Income Tax purposes.

4. **PERSONAL PROPERTY**: Except as set forth on attached Exhibit A, the Wife shall be awarded all right, title and interest in the household furniture and furnishings located at 1208 Chickering Road, Nashville, Tennessee free and clear of any claim of the

Husband. Said household furniture and furnishings shall become the sole and separate property of the Wife as part of the division of the marital estate.

The Wife shall be awarded all right, title and interest in her clothing, furs and fur coats, jewelry and diamonds, toiletries and personal items free and clear of any claim of the Husband. Said items shall become the sole and separate property of the Wife as part of the division of the marital estate.

The Husband shall be awarded all right, title and interest in his clothing, jewelry, toiletries, personal items and other personal property now in his possession or listed on attached Exhibit A free and clear of any claim of the Wife. Said items shall become the sole and separate property of the Husband as part of the division of the marital estate.

5. **MAJOR MEDICAL INSURANCE:** The Husband shall cover the Wife with major medical and hospitalization insurance comparable to her current coverage pursuant to the COBRA Conversion Statute for a period of eighteen (18) months, commencing the first full month immediately following the entry of a Final Decree of Divorce in this cause. The Husband shall be responsible for seeing that all necessary forms are completed to implement said insurance and the Wife shall fully cooperate with the Husband and/or his insurance carrier. The cost of the aforesaid coverage is not includable as alimony to the Wife pursuant to IRC Section 71, nor deductible to the Husband pursuant to IRC Section 215.

The medical insurance coverage for the parties' minor child is covered in the attached Parenting Plan.

6. **DEBTS:** The parties acknowledge that are no joint personal marital debts.

Each party shall be responsible for his or her own separate debt whether personal or business and shall indemnify and hold the other party harmless on the same.

The Husband shall remove the Wife's name from any personal or business debts, notes, lines of credit or other obligations within five (5) days of entry of this agreement and shall indemnify and hold her harmless thereon. The Husband shall provide the Wife with written documentation that she has been released from any liability thereon within thirty (30) days of the entry of the Final Decree of Divorce in this cause.

7. **MARITAL RESIDENCE:** The parties acknowledge that they own certain real property located at 1208 Chickering Road, Nashville, Tennessee free and clear of any debt or other encumbrances. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 27 on the Plan of Belle Meade Block 4-Section 10, as of record in Plat Book 5200, page 129, Register's Office for said County, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to Terry S. Kimbrell and wife, Betty L. Kimbrell by deed from Dorothea Wright Douglas and Gene E. Douglas of record under Instrument No. 20021211-0152891 said Register's Office.
>
> This conveyance is made subject to (1) Easement of record in Book 6122, page 367; and (2) All matters appearing on the Plan of record in Plat Book 5200, page 129, said Register's Office.

The parties shall continue to own the Chickering Road property as tenants in common with each party owning a one-half (½) undivided interest therein. Until the sale of said property, the Wife and the parties' daughter shall have the sole and exclusive possession of said residence. The Husband shall be allowed ingress and egress to the Chickering Road home or enter onto the premises only at times agreed to in advance by the Wife. The Husband shall not be allowed entry into the home at any time not mutually agreed to by the parties. The Husband has previously vacated the home.

The aforesaid real property shall be sold on the first to occur of the following contingencies:

a. The Wife no longer desires to reside in the residence;

b. The parties mutually agree to sell the property; or,

c. The parties' daughter attains the age of twenty-three (23) years. In the event their daughter is a full-time college student on her twenty-third birthday, the house shall be sold at the conclusion of that school year;

d. Cohabitation of the Wife with a person who is a non-family member.

Upon the first of the above sales contingencies, the above-described property shall be appraised by a certified real estate appraiser of the Husband's choosing and at his cost to establish the value of the property. In the event the Wife disagrees with the appraised value she may, at her cost, have the property appraised by a certified appraiser and the two (2) appraised values shall be averaged which result shall constitute the appraised value. The Wife shall then have the option to purchase the Husband's interest for said value. In the event the Wife does not desire to purchase the property, the Husband may, at his option, purchase the Wife's interest based on the aforesaid value. In the event neither party desires to purchase said property, the property shall immediately be listed with a real estate agent of the parties' choosing and at the appraised value and sold. The Wife shall, however, have right of first refusal on any offer which is less than the listed price. The parties shall be reimbursed for the cost of any mutually agreed improvements paid for by either party off the top of the sale proceeds. The parties acknowledge, however, that the Husband shall be responsible for the cost of the maintenance and improvements currently in progress being the roof replacement. The cost of the foregoing in-progress maintenance and improvements shall not be reimbursed to the Husband. The remaining

proceeds shall be divided equally between the parties. The parties shall divide all costs associated with the sale of said property.

Except in the event of an emergency, i.e., loss of essential services, the Wife will notify the Husband of any maintenance or repairs, which is reasonably expected to exceed her $1,000 limit and shall provide the Husband with an estimate for repairs by the service personnel of her choosing. The Husband and/or service personnel of his choosing may inspect the suggested repair or maintenance and secure his own estimate for the work. Upon agreement of the parties that the repairs or maintenance is necessary, the parties shall use the lowest estimate, and the work shall be performed and divided as set forth herein. In the event the parties disagree regarding the necessity of the work, the Wife may, at her option, have the work performed, and the parties may, at either parties' request, submit the issue to mediation or, failing a resolution, file appropriate pleadings with the Court to adjudicate this issue.

After the entry of a Final Decree of Divorce and so long as the Wife resides in the marital residence, she shall be responsible for all utilities and the first one-thousand ($1,000.00) dollars of any necessary individual repair or maintenance item on the property. Commencing with the entry of the Final Decree of Divorce, the parties shall equally divide the cost of any necessary repair or necessary maintenance item which exceeds one-thousand dollars ($1,000.00). The parties shall equally divide all property taxes and homeowner's insurance on said property. However, the Wife shall be responsible for that portion of the homeowner's insurance premium which insures her personal jewelry. For the year 2005, the Husband shall be responsible for all taxes and insurance expenses which have accrued up until the entry of the Final Decree of Divorce. For the remainder of the calendar year 2005 and thereafter until sold, the parties shall divide said expenses as set forth above.

The parties acknowledge that the Husband's payment of costs and expenses associated with the Chickering Road property shall not be includable as alimony to the Wife pursuant to IRC section 71 nor deductible to the Husband pursuant to IRC section 215.

8. **OTHER REAL PROPERTY:** The parties acknowledge that they own certain real property located on Hardin Loop Road in Lawrenceburg, Tennessee free and clear of any debt or other encumbrances. The Husband shall be awarded all right, title and interest in said property free and clear of any claim from the Wife. The Wife agrees to execute a quitclaim deed quitclaiming her interest to the Husband. Husband's counsel shall be responsible for preparation of the quitclaim deed.

9. **BANK ACCOUNTS:** The Wife shall receive all right, title and interest in her checking account at AmSouth Bank free and clear of any claim from the Husband.

The parties acknowledge that they currently maintain a joint checking account at AmSouth Bank. Said account shall be closed. The Wife shall be awarded so much of the contents of said account as is necessary to satisfy the division of property set forth in Paragraph 10 below. The balance of said proceeds shall be awarded to the Husband.

10. **ADDITIONAL DIVISION OF MARITAL PROPERTY:** As an additional division of marital property, the Wife shall be awarded five million, five hundred thousand ($5,500,000.00) dollars in retirement benefits, investments and cash as follows:

a. One-half (½) of the combined total of the parties' retirement/pension contributions or benefits through TKO Artist Management, LLC based on the value of the plan as of the date of the entry of a Final Decree of Divorce in this cause. The parties' total pension benefits in the plan currently total approximately seven hundred and eighty thousand six hundred and seventy dollars

($780,670.00). The division of the aforesaid retirement plans shall be by Qualified Domestic Relations Order, or otherwise. In the event a QDRO is necessary, the Husband shall be responsible for the preparation of said order.

b. Two hundred thousand ($200,000.00) dollars in cash.

c. The contents of the Wachovia account number 4762-1927 in the name of Betty Kimbrell valued as of June 30, 2005 at approximately one million, one hundred and six thousand six hundred and forty-two ($1,106,642.00) dollars, Wachovia account number 4762-3999 in the name of Terry S. Kimbrell valued as of June 30, 2005 at approximately two million, six hundred and six thousand and forty-six ($2,606,046.00) dollars and so much of Wachovia account number 4762-4006 in the name of Terry S. Kimbrell valued as of June 30, 2005 at approximately one million six hundred and fifty-eight thousand four hundred and sixty nine ($1,658,469.00) dollars as is necessary to total the above award of five million, five hundred thousand ($5,500,000.00) dollars. The Husband shall be awarded the rest and remainder of said account.

The Husband shall execute any and all documents necessary to effect the transfer of said accounts listed above into the Wife's name. For the purpose of dividing the aforementioned accounts in compliance with the terms of this agreement, the value of each account including the retirement accounts shall be the value of the account or investment as of the close of business on the day of the entry of the Final Decree of Divorce in this cause.

The Court shall retain jurisdiction over the above listed assets until divided pursuant to the terms of this agreement.

11. **LIFE INSURANCE:** The Husband shall continue to maintain the following life insurance policy on his life with a death benefit of four million ($4,000,000.00) dollars listing the Wife as sole and irrevocable beneficiary for so long as he has a monetary obligation to the Wife under the terms of this agreement:

TransAmerica Occidental Life Insurance Company
1150 South Olive Street, Los Angeles, CA 90015
Policy #41990558
Terry S. Kimbrell, owner
Betty Lou Kimbrell, beneficiary

So long as the Husband has a monetary obligation under the terms of this agreement, he shall, on the anniversary date of the Final Decree of Divorce, provide proof to the Wife that said policy remains in effect and the Wife remains the beneficiary thereon.

The Husband anticipates that the premium to the aforementioned policy will increase dramatically in approximately seven years. At that time, the Husband may, at his option, and on notice to the Wife, substitute another life insurance policy on his life listing the Wife as beneficiary thereon provided the death benefit on said policy is at least $100,000 greater than any outstanding financial obligation owed to the Wife under the terms of this Agreement. The Husband shall immediately provide the Wife with a copy of any substitute insurance policy, including the death benefit and the beneficiary designation thereon. He shall further authorize the insurance carrier to provide any and all information that the Wife may, from time to time request, regarding the policy including the fact that the policy remains in effect and that she remains the beneficiary thereon.

12. **RETIREMENT/PENSION ACCOUNTS:** The parties acknowledge that each has in his or her name a retirement/pension contribution plan through TKO Artist Management, LLC with the combined value of both accounts to be approximately seven hundred eighty

thousand six hundred and seventy ($780,670.00) dollars. There are no other retirement or pension plans or deferred compensation accounts. As detailed in Paragraph 10 above, the aforesaid accounts shall be divided equally between the parties such that each party is awarded one-half (½) of the combined total of both plans as of the date of the entry of a Final Decree of Divorce in this cause, plus or minus his or her *pro rata* share of any increases or decreases in the plan pending the division of same. The parties acknowledge that a qualified domestic relations order may be necessary to divide said accounts. The Husband shall be responsible for preparation of the appropriate qualified domestic relations order(s). Each party's share of the above plans shall become his or her sole and separate property free and clear of any claim from the other party. Pending the divorce, the parties shall be ENJOINED AND RESTRAINED from encumbering, withdrawing, transferring, borrowing against or otherwise dissipating said accounts until they are divided pursuant to the terms of this agreement. The Court shall retain jurisdiction over the above listed assets until divided pursuant to the terms of this agreement.

13. **CLUB MEMBERSHIPS:** The parties acknowledge that they own club memberships at Richland Country Club and The Golf Club of Tennessee.

The Husband shall be awarded all right, title and interest in the parties' above club memberships free and clear of any claim of the Wife. In the event the Husband decides that he no longer desires to retain his Richland Country Club membership, and the Wife desires to accept responsibility for same, the Husband shall transfer said membership to the Wife, provided the transfer will not result in any cost to the Husband or financial loss to him. In the event the membership is transferred, the Wife shall be responsible for the monthly dues thereon and hold the Husband harmless.

The Husband shall immediately purchase for the Wife a social membership at Richland Country Club which shall become the sole property of the Wife free and clear of any claim of the Husband. The Wife shall be responsible for any charges on said membership. COST NOT TO EXCEED $5,000 BK

14. **BUSINESSES AND PARTNERSHIPS:**

(A) The Husband shall retain as his sole and separate property all right, title and interest that the parties may have in the business known as "Paddock Music, Inc." free and clear of any claim by the Wife. The Husband shall assume sole and separate responsibility for paying all debts, liabilities and other obligations relating to his interest in said business and shall hold the Wife harmless and indemnify her from any liability thereon.

(B) The Husband shall retain as his sole and separate property all right, title and interest that the parties may have in the business known as "Keith T-Bred Venture 2000, LLC" free and clear of any claim by the Wife. The Husband shall assume sole and separate responsibility for paying all debts, liabilities and other obligations relating to his interest in said business and shall hold the Wife harmless and indemnify her from any liability thereon.

(C) The Husband shall retain as his sole and separate property all right, title and interest that the parties may have in the business known as "2TK, LLC" free and clear of any claim by the Wife. The Husband shall assume sole and separate responsibility for paying all debts, liabilities and other obligations relating to his interest in said business and shall hold the Wife harmless and indemnify her from any liability thereon.

(D) The Husband shall retain as his sole and separate property all right, title and interest that the parties may have in the business known as "SKS Merch, LLC" free and clear of any claim by the Wife. The Husband shall assume sole and separate responsibility for paying all

debts, liabilities and other obligations relating to his interest in said business and shall hold the Wife harmless and indemnify her from any liability thereon.

(E) The Husband shall retain as his sole and separate property all right, title and interest that the parties may have in the business known as "West Palm Beach Cross Lander" free and clear of any claim by the Wife. The Husband shall assume sole and separate responsibility for paying all debts, liabilities and other obligations relating to his interest in said business and shall hold the Wife harmless and indemnify her from any liability thereon.

(F) The Husband shall retain as his sole and separate property all right, title and interest that the parties may have in the business known as "TKO Artist Management, LLC" free and clear of any claim by the Wife. The Husband shall assume sole and separate responsibility for paying all debts, liabilities and other obligations relating to his interest in said business and shall hold the Wife harmless and indemnify her from any liability thereon. The Wife shall execute any documentation necessary to remove her membership interest from the Operating Agreement of said business. Husband shall be responsible for preparing the documentation necessary for removal of the Wife's name.

15. AUTOMOBILES: The Husband shall be awarded the 2005 Ford F150 King Ranch truck free and clear of any claim from the Wife. The parties acknowledge that there is no debt on this truck.

The Wife shall be awarded the 2005 Land Rover and the 2005 Ford Thunderbird automobiles free and clear of any claim from the Husband. The parties acknowledge that there is no debt on either automobile.

Each of the parties shall execute any and all necessary documents to transfer the ownership of said vehicles including titles or other similar documents. Further, each of the

parties shall be responsible for seeing that the vehicle(s) awarded to him or her under the terms of this agreement is/are properly insured and shall indemnify and hold the other party harmless from any liability thereon.

16. **TAX LIABILITY:** The parties have during their marriage filed joint Federal Income Tax Returns. The Husband shall be responsible for any taxes, penalties or interest associated with any past filings, as well as any attorney and accountant fees incurred in defending same, and shall indemnify and hold the Wife harmless thereon. In the event of an audit, the Wife may retain an attorney of her choosing to represent her interests and the Husband shall be responsible for her reasonable attorney's fees.

For tax year 2005, the Husband has paid quarterly estimated tax payments. The Husband shall receive the benefit of all such payments free and clear of any claim of the Wife. However, in the event any income is attributable to the Wife in the tax year 2005 related to her ownership interest in TKO Management, LLC, the Husband shall reimburse the Wife all taxes, penalties or interest owed as a result of said attributed income.

17. **PARENTING PLAN:** The parties acknowledge that all issues related to the child are addressed in the Permanent Parenting Plan which is attached hereto as Exhibit B and is hereby incorporated by reference.

18. **LIEN:** To secure the Husband's alimony, child support and other financial obligations to the Wife under the terms of this agreement, the Wife is awarded a lien against the Husband's interest in the marital residence located at 1208 Chickering Road, Nashville, Tennessee and more particularly described in Paragraph 7 above. In the event the Husband's financial obligations to the Wife are in arrears at the time the house is sold, the arrearage shall be satisfied from the Husband's share of the sales proceeds with the balance to be paid to the

Husband. However, if at the time of the sale of said property pursuant to the terms of this agreement, the Husband is current on all such obligations even though the obligation is continuing, said lien shall be released by the Wife.

19. **COURT COSTS AND ATTORNEYS FEES:** The Husband shall be responsible for his own attorneys' fees. Further, the Husband shall pay, prior to the entry of a Final Decree of Divorce in this cause, any remaining balance owed on the Wife's attorneys' fees to attorneys Phillip Robinson and Philip E. Smith, as well as any remaining balance owed by the Wife to Kraft, CPAs, the total of which shall not exceed fifteen thousand ($15,000.00) dollars. The aforesaid professionals shall promptly submit statements reflecting the balance owed for their respective services.

The Husband shall pay the costs of this cause.

20. **FULL DISCLOSURE:** Each of the parties acknowledges that they have made a full disclosure of all marital and separate assets, as well as all marital and separate debts, and that there are no other assets or debts not addressed under the terms of this Agreement, including but not limited to, retirement accounts, IRA accounts, investment accounts or bank accounts. In the event that one party discovers that the other has failed to disclose additional assets which are considered by a Court of competent jurisdiction to be marital property, then in that event, upon Petition of either party, said assets shall be divided equally between the parties.

21. **MISCELLANEOUS PROVISIONS:**

(A) Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefore, it is the intention of the parties that such obligation shall be deemed to be

a support obligation under 11 U.S.C. 523(5) and shall not be dischargeable in bankruptcy as to the other party.

(B) In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debts for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(C) In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action.

(D) It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in **The Eighth Circuit Court for Davidson County, Tennessee** and submitted to the Court for ratification and incorporation into the Final Decree between the parties.

(E) It is understood and agreed between the parties that this Agreement 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 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 and claims which each may have or hereafter acquire under law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead, 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 the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

(G) 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 any interest.

(H) 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.

(I) This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

(J) In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provisions shall not affect the other provisions of this Agreement, said provisions being severable.

(K) It is understood and agreed between the parties that, as a part of the consideration for 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.

(L) 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.

(M) The Husband and Wife acknowledge that, to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for payment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay future debt of the other, then the party of whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal services.

(N) Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all

property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

BETTY LOU KIMBRELL

TERRY STEVEN KIMBRELL

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public for the above County and State, the above named **BETTY LOU KIMBRELL** with whom I am personally acquainted and who execute the foregoing document for the above described purposes on this the 12th day of the month of Aug., 2005.

Sworn to and subscribed before me on this 12th day of Aug., 2005.

Notary Public

My Commission Expires: 7-19-2008

My Commission Expires JULY 19, 2008

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me a, Notary Public for the above County and State, the above named **TERRY STEVEN KIMBRELL** with whom I am personally acquainted and who executed the foregoing document for the above described purposes on this the 8th day of the month of August, 2005.

Sworn to and subscribed before me on this 8th Day of August, 2005.

Notary Public

My Commission Expires: 1/26/06

EXHIBIT A

FILED
2005 AUG 23 PM 2:55
RICHARD R. ROONEY, CLERK

The following is the list of personal property removed from the 1208 Chickering Road, Nashville, Tennessee residence by Terry Kimbrell, that is referenced as Exhibit A in paragraph 4 of the Marital Dissolution Agreement.

Wine
Wine refrigerator
Weights
Clothes
Toiletry items
Watch
Files – Personal and Business

STATE OF TENNESSEE	EIGHTH CIRCUIT COURT	DAVIDSON COUNTY
	FILED 2005 AUG 19 PM 4:06	FILED 2005 AUG 23 PM 2:55
PERMANENT PARENTING PLAN ORDER Proposed by the parties	ANDREA R. BOOKER, CLERK D.C.	DOCKET NO. 04D-3811 CLERK D.C.
BETTY LOU KIMBRELL Plaintiff/Mother		TERRY STEVEN KIMBRELL Defendant/Father

The Mother and Father will behave with each other and the child so as to provide a loving, stable, consistent and nurturing relationship with the child even though they are divorced. They will not speak badly of each other or the members of the family of the other parent. They will encourage each child to continue to love the other parent and to be comfortable in both families.

This plan is a Permanent Parenting Plan.

This Parenting Plan applies to the following child:

Name	Date of Birth
Terah Shea Kimbrell	10/12/91

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The primary residential parent is the Mother, Betty Lou Kimbrell. The Father is the alternate residential parent and is awarded the schedule of time set forth below. It is in the best interest of the parties' daughter that each of the parties continue to play an active role in her life to the extent that their work and the child's schedule allow.

Under the following schedule, each parent will spend the following number of days with the child:

Mother: 275 days Father: 90 days

However, because of the flexibility provision incorporated into this agreement, the foregoing is an estimate and may vary depending on the schedules of the Father and child.

B. DAY-TO-DAY SCHEDULE

The child shall reside primarily with the Mother and the Father shall have reasonable and liberal residential time with the child to be not less than every other weekend from Friday evening at 6:00 p.m. until Sunday evening at 6:00 p.m.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL-FREE HOLIDAYS

The Father shall be awarded liberal and reasonable holiday residential time with the minor child to be not less than the following:

Major Holidays. In odd-numbered years, the Mother shall have the minor child for Easter Day, Fourth of July and Thanksgiving Day and the Father shall have the child for New Year's Day, Memorial Day and Labor Day. This schedule shall reverse in even-numbered years. The foregoing holidays shall commence at 6:00 p.m. the evening before the holiday and end at 6:00 p.m. the day of the holiday.

Mother's/Father's Day. The Mother shall have the child every Mother's Day from 6:00 p.m. the evening before Mother's Day until 6:00 p.m. on Mother's Day and the Father shall have the minor child every Father's Day from 6:00 p.m. the evening before Father's Day until 6:00 p.m. the evening on Father's Day.

D. WINTER (CHRISTMAS) VACATION

In odd-numbered years, the Father shall have the minor child from 6:00 p.m. the day school lets out for the Christmas holidays until 9:00 p.m. on Christmas Eve and the Mother shall have the minor child from 9:00 p.m. on Christmas Eve until December 31st at 6:00 p.m. This schedule shall reverse in even-numbered years.

E. SPRING VACATION

In even-numbered years, the Mother shall have the minor child from 6:00 p.m. the day the child is released from school for Spring Break until 6:00 p.m. the evening before school recommences. The Father shall have the foregoing Spring Break in odd-numbered years.

F. SUMMER VACATION

Upon completion of the school year, the day to day schedule shall remain in effect and. in addition, the Father shall be awarded reasonable and liberal summer residential time with the child to be not less than four (4) weeks of extended residential time with the exact dates and times to be agreed upon by the parties. The Mother shall be awarded not less than two (2) weeks of extended uninterrupted summer residential time with the exact dates and times to be agreed upon by the parties. The Mother shall notify the Father by May 1st of each year of the exact dates

of her extended summer visitation. The Father shall thereafter notify the Mother by May 15th of the exact dates of his extended summer visitation which shall not conflict with the dates selected by the Mother.

G. TRANSPORTATION ARRANGEMENTS

The Father shall be responsible for picking the minor child up from the Mother's residence and returning her to the Mother's residence at the conclusion of all of his visitation. The pickup and delivery of the minor child shall be timely in accordance with the provisions of this Parenting Plan or the agreement of the parties.

If the transporting parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the child while in the care of that parent.

H. FLEXIBILITY

It is the intent of the parties that the Father's residential time with their daughter be reasonable and liberal with the residential time set forth above constituting his minimum residential time. Both parties acknowledge, however, that because of the Father's work/travel schedule, it may not be possible for him to exercise the residential time set forth above. The Father shall give the Mother at least two weeks advanced notice, if possible, of his inability to exercise any of the above residential time. To the extent possible, without interfering with previously scheduled activities of the daughter or the Mother, the Mother shall attempt to accommodate the Father in making up any visitation that he was unable to exercise.

I. OTHER

a. Each parent shall notify the other of their current address and telephone number and shall immediately advise the other of any change in same.
b. In the event that either parent takes the child out of town for vacation, that parent shall notify the other parent in advance and provide the other with an address and telephone number where the child can be reached in the event of an emergency.
c. Each of the parents shall have telephone access to the child while she is in the possession of the other parent provided such telephone contact is reasonable in terms of time of day, number of calls and duration of calls.
d. The parties shall not make derogatory comments about the other parent in the presence of the minor child nor allow any third parties to do so. Further, they shall not attempt to alienate the affections of the minor child from the other parent nor allow any third parties to do so.
e. Neither party shall have overnight companions with whom they are romantically involved in the presence of the minor child in inappropriate circumstances.

II. DECISION MAKING

A. DAY-TO-DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care of a child while the child is residing with that parent, including any emergency decisions affecting the health or safety of a child.

B. MAJOR DECISIONS

The parties shall attempt to agree on all major decisions related to the minor child including, but not limited to, education, non-emergency medical treatment and extracurricular activities. The parties shall consult with one another in an attempt to reach a consensus. In the event no consensus can be reached, the Mother shall be charged with making the final decision.

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

The Father's gross monthly income is in excess of $350,000.00
The Mother is not employed outside the home at this time

The Father shall pay child support in accordance with the Tennessee State Child Support Guidelines in the amount of $2,100.00 per month, commencing the 1st day of the month immediately following the entry of a Final Decree of Divorce, and the 1st day of each month thereafter, directly to the Mother, until the child attains the age of eighteen (18) years or graduates from high school, whichever occurs last. **The Child Support Worksheet shall be attached to this Order as an Exhibit.**

The parties agree that once the daughter attains the age of eighteen years and graduates from high school, the Father shall pay an amount to be not less than the above child support directly to the daughter as a living allowance or for her benefit so long as she is a college student maintaining at least a B average. In the event the child attends college locally and continues to reside with the Mother, the Father shall pay $700.00 per month directly to the Mother as a contribution to the child's maintenance due the first day of each month with the balance of the above child support obligation to be paid directly to the child or for her benefit.

No action by either or both of the parties shall be effective to reduce child support after the due date of each payment. Further, court approval must be obtained before child support can be reduced or modified unless such payments are automatically reduced or modified under the terms of this Parenting Plan.

B. FEDERAL INCOME TAX EXEMPTION

The Mother is the parent receiving child support and shall claim the child for Federal Income Tax purposes.

The Father will furnish the required IRS Form 8332 to enable the Mother to claim the child.

C. PROOF OF INCOME

Each parent shall send proof of income to the other parent for the prior calendar year as follows:

- IRS Forms W-2 and 1099 shall be sent to the other parent on or before February 15th.
- A copy of his or her Federal Income Tax Return shall be sent to the other party on or before April 15th or any later date when it is due because of an extension of time for filing.

D. HEALTH INSURANCE

The Father shall cover the parties' minor child with major medical and hospitalization insurance and shall be responsible for paying any copays or medical expenses not paid by the major medical insurance including deductibles, routine physicals, pharmaceuticals, dental, orthodontic, or ophthalmological expenses and the cost of braces, eyeglasses and contact lenses. The Mother shall forward proof of unreimbursed medical expenses to the Father who shall reimburse her in full any out-of-pocket expenses within ten days.

Proof of continuing coverage shall be furnished to the Mother annually or as coverage changes. The Father shall authorize the Mother to consult with the insurance carrier regarding the coverage in effect.

E. LIFE INSURANCE

The Father has previously established for the benefit of the parties' minor child an irrevocable life insurance trust which owns the following two life insurance policies on his life:

TransAmerica Occidental Life Insurance Company
Policy #41992819
Face amount $2,000,000.00

Cincinnati Life Insurance Company
Policy #50055380L
Death Benefit $2,000,000.00

The Father shall maintain the daughter as beneficiary under the above life insurance trust until she attains the age of twenty-three (23) years. The Father shall immediately provide the Mother with a copy of the aforementioned trust document and authorize the trustee to provide the Mother such information as she may request on an ongoing basis regarding the trust, life insurance policies and the beneficiary designation pursuant thereto. The Father may at his discretion substitute the above policies with other life insurance policies with comparable death benefit provisions upon notice to the Mother.

F. PRIVATE SCHOOL TUITION

The Father agrees to pay the cost of the child's private school tuition, books, activities fees, field trips, class trips, photographs, annuals, school rings, uniforms and the cost of athletic equipment, uniforms, shoes, or other related expenses associated with participation in school-related athletics or other school-related extracurricular activities, as well as non-school related dance classes or associated expenses. In the event the Mother purchases or pays for any of the foregoing, the Father shall reimburse her within ten (10) days of the Mother supplying evidence of said purchases or costs.

G. COLLEGE EXPENSES

The Father agrees to pay the costs of an undergraduate degree at a college or university mutually agreeable to the parties which costs shall be tuition, room, board, activities fees, books, lab fees, the cost of transportation to and from school, sorority fees, if applicable, and school-related extracurricular activities, not to exceed similar costs at Vanderbilt University, Nashville, Tennessee. The Father has previously established a trust fund for the minor child and may use so much of said trust for her college expenses as he may in his sole discretion determine necessary. The Father's obligation for the foregoing expenses shall continue until the child graduates with a four (4) year degree, attains the age of twenty-three (23) years or ceases to maintain the status of a full-time student carrying a minimum of twelve (12) semester hours per semester, summer session excepted.

H. AUTOMOBILE

Upon the parties' daughter attaining the age of sixteen (16) years, the Father shall provide the child with an automobile and shall pay the maintenance, upkeep and insurance on said vehicle until the child attains the age of twenty-three (23) years.

IV. PRIMARY RESIDENTIAL PARENT (CUSTODIAN) FOR OTHER LEGAL PURPOSES

The child is scheduled to reside the majority of the time with the Mother. The Mother is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of any other applicable state and federal laws. If the parents are listed in Section II as joint decision makers, then for purposes of obtaining health or other insurance, they shall be considered to be joint custodians. THIS DESIGNATION DOES NOT AFFECT EITHER PARENT'S RIGHTS OR

RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS OR MODIFICATION OF PLAN

The parties agree that any dispute between the parties regarding the parenting of their minor child, the interpretation of this Parenting Plan or modification of same, except for financial support issues including child support, health and dental insurance, uncovered medical and dental expenses and life insurance shall be submitted to mediation by a neutral mediator chosen by the parties or chosen by the Court.

The cost of this process shall be assessed to the Father. The mediation process shall begin by notifying the other party by written request that they desire to mediate an unresolved issue.

In the dispute resolution process:

A. Preference shall be given to carrying out this Parenting Plan.
B. The parents shall use the process to resolve disputes relating to implementation of the Plan.
C. A written record shall be prepared of any agreement reached and it shall be provided to each parent.
D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. RIGHTS OF PARENTS

Under T.C.A. §36-6-101 of Tennessee law, both parents are entitled to the following rights:

(1) The right to unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable durations;

(2) The right to send mail to the child which the other parent shall not open or censor;

(3) The right to receive notice and relevant information as soon as practical but within twenty-four (24) hours of any event of hospitalization, major illness, or death of the child;

(4) The right to receive directly from the child's school any school records customarily made available to parents. (The school may require a written request which includes a current mailing address and upon payment of reasonable costs of duplicating.) These include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;

(5) The right to receive copies of the child's medical health or other treatment records directly from the physician or health care provider who provided treatment or health care. (The keeper of the records may require a written request which contains a current mailing address and the payment of reasonable costs of duplication.) No person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person;

(6) The right to be free of unwarranted derogatory remarks made about the parent or his or her family by the other parent to the child or in the presence of the child;

(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extracurricular activities, and the opportunity to participate or observe them. These include the following: school activities, athletic activities, church activities and other activities where parental participation or observation would be appropriate;

(8) The right to receive from the other parent, in the event the other parent leaves the state with the minor child for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency;

(9) The right of access and participation in education on the same basis that is provided to all parents. This includes the right of access to the child for lunch and other activities. However, participation or access must be reasonable and not interfere with day-to-day operations or with the child's educational performance.

VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute (T.C.A. §36-6-108) which governs the notice to be given in connection with the relocation of a parent reads in pertinent part as follows:

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than one hundred (100) miles from the other parent within the state, the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail. Unless excused by the court for exigent circumstances, the notice shall be mailed not later than sixty (60) days prior to the move. The notice shall contain the following:

(1) Statement of intent to move;
(2) Location of proposed new residence;
(3) Reasons for proposed relocation; and
(4) Statement that the other parent may file a petition in opposition to the move within thirty (30) days of receipt of the notice.

VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by both parties.

Failure to attend the parent education class within 60 days of this order is punishable by contempt.

Under penalty of perjury, we declare that this plan has been proposed in good faith and is in the best interest of the minor child and that the statements herein and on the attached child support worksheets are true and correct.

Mother — 8-12-05 Nashville, TN
Date and Place Signed

Father — 8-8-05 Nashville
Date and Place Signed

APPROVED FOR ENTRY:

Phillip Robinson, #3023

Philip E. Smith, #13421
Suite 2400, L&C Tower
401 Church Street
Nashville, Tennessee 37219
(615) 467-1801

ATTORNEYS FOR PLAINTIFF/MOTHER

Terrence O'Neal Reed, #20952
WALLER, LANSDEN, DORTCH & DAVIS, PLLC
511 Union Street, Suite 2700
P.O. Box 198966
Nashville, Tennessee 37219
(615) 244-6380

Thomas W. Miller w/permission TR

Thomas W. Miller, #
MILLER, GRIFFIN & MARKS, P.S.C.
271 West Short Street
600 Security Trust Building
Lexington, Kentucky 40507-1292
(859) 255-6676

ATTORNEYS FOR DEFENDANT/FATHER

Note: The judge or chancellor may sign below or, instead, sign a Final Decree or a separate Order incorporating this plan.

COURT COSTS (If Applicable)

Court costs, if any, are taxed as follows:

_____.

It is so ORDERED this the 23rd day of August, 2005.

JUDGE CAROL SOLOMAN

FILED

State of Tennessee - Child Support Worksheet

2005 AUG 16 PM 4:06

RICHARD R. ROOKER, CLERK

2005 AUG 23 PM 2:55

RICHARD R. ROOKER, CLERK

Part I. Identification

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column

	PRP	ARP	SPLIT
Name of Mother:	Kelly Kimbrell		
Name of Father:	Terry S. Kimbrell	X	
Name of non-parent Caretaker:			

D.C. D.C.

TCSES case #:

Docket #:

Court name: Davidson Co.

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Terah S. Kimbrell	10 21 1991	285	80	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0

Part II. Basic Support Obligation

✓ For clarity and consistency, use Column A for PRP information and Column B for ARP information.

✓ For Split Parenting, use Column A for Mother's information and Column B for Father's information.

Use Credit Worksheet to calculate line items 1a - 1d

		Column A	Column B	Column C
1	Monthly Gross Income	$ 0.00	$ 5192000.00	
1a	Self-employment tax paid	- 0.00	- 0.00	
1b	Credit for pre-existing support orders	- 0.00	- 0.00	
1c	Credit for in-home children	- 0.00	- 0.00	
1d	Credit for not-in-home children	- 0.00	- 0.00	
2	Adjusted Gross Income (AGI)	$ 0.00	$ 5192000.00	$ 5192000.00
3	Percentage Share of Income (PI)	0 %	100 %	100 %
4	Basic Child Support Obligation (BCSO)			$ 353882.38

Part III. Parents' Share of Support Obligation

Standard Parenting	5	Each parent's share of the BCSO	$ 0.00	$ 353882.38
Split Parenting	6a	Mother's obligation for children for whom father is the PRP	$ 0.00	
	6b	Father's obligation for children for whom mother is the PRP		$ 0.00

Part IV. Parenting Time Adjustment

	7a	Number of days per calendar year with children supported by this order with whom the ARP spends 121 or more days per calendar year	0	0
	7b	Parenting time adjustment percentage	0 %	0 %
	8a	Number of days per calendar year with children supported by this order with whom the ARP spends 53 or fewer days per calendar year	0	0
	8b	Parenting time adjustment percentage	0 %	0 %
	9	Adjustment in ARP's support obligation for parenting time	$ 0.00	$ 0.00
	10	Each parent's share of the adjusted BCSO	$ 0.00	$ 0.00

Part V. Additional Expenses

	Column A	Column B	Column C
11a Children's portion of health insurance premium	$ 0.00	$ 0.00	
11b Work-related childcare (payroll-deducted)	$ 0.00	$ 0.00	
11c Work-related childcare (non payroll-deducted)	$ 0.00	$ 0.00	$ 0.00
11d Total additional expenses	$ 0.00	$ 0.00	$ 0.00
12 Each parent's share of additional expenses	$ 0.00	$ 0.00	
13 Adjusted Support Obligation (ASO)	$ 0.00	$ 353882.38	
14 Adjustment to ASO for payment of Additional Expenses	- 0.00	- 0.00	
0.00 15 Subtract line 14 from line 13. Enter remainder.	$ 0.00	$ 353882.38	

Part VI. Presumptive Child Support / Modification of Current Support

	Obligation Column
16 Presumptive Child Support Order (PCSO) The ARP's amount from Line 15.*	$ 2100.00

* For split parenting situations, enter the difference between the greater and smaller numbers from Line 15.

Modification of Current Child Support Order

17a Current child support order amount for the payor parent	$ 0.00
17b Amount required for significant variance to exist	$ 0.00
17c Actual variance between current and presumptive child support orders	$ 0.00

Part VII. Uninsured Medical Expenses, Deviations, Final Child Support Order

18 Recurring uninsured medical expenses	$ 0.00
19 Deviations (Specify):	$ 0.00

Deviations must be substantiated by written findings in the Child Support Order

20 Final Child Support Order	$ 2100.00

State of Tennessee - Credit Worksheet

Part I. Identification

			PRP	ARP	SPLIT
Indicate the status	Name of Mother:	Betty Kimbrell	X		
of each parent or	Name of Father:	Terry S. Kimbrell		X	
caretaker by placing	Name of non-parent Caretaker:				
an "X" in the	TCSES case #:				
appropriate column	Docket #:				
	Court name:	Davidson Co.			

Part II. Additional Children

✓ If a parent is claiming more than five children on line 3 or line 7, use the Additional Credit sheet to list information for each child.

			Column A	Column B
Parent Income Information	1	Monthly gross income of parent desiring to claim credit	$ 0.00	$ 5192000.00
	2a	Self-employment tax paid	$ 0.00	$ 0.00
	2b	Applicable gross income for credit worksheet	$ 0.00	$ 5192000.00

In-Home Children

3 Below, list qualified children living in the parent's home (if none, skip to line 7):

Name(s) of Child(ren) for PRP	Date of Birth	Name(s) of Child(ren) for ARP	Date of Birth

			Column A	Column B
	4	Number of qualified children living in the parent's home	# 0	# 0
	5	Theoretical child support order (this parent's income on CS Schedule for number of children from line 4)	$ 0.00	$ 0.00
	6	75% of theoretical child support order from line 5	$ 0.00	$ 0.00

Not-In-Home-Children

7 Below, list qualified children not living in the parent's home:

Name(s) of Child(ren) for PRP	Date of Birth	Name(s) of Child(ren) for ARP	Date of Birth

0

			Column A	Column B
	8	Number of qualified children not living in the parent's home	# 0	# 0
	9	Average documented monetary support over last 12 months	$ 0.00	$ 0.00
	10	Theoretical child support order (this parent's income on CS Schedule for number of children from line 8)	$ 0.00	$ 0.00
	11a	75% of theoretical child support order from line 10	$ 0.00	$ 0.00
	11b	Allowable credit for not-in-home children	$ 0.00	$ 0.00

Part III. Pre-Existing Support Orders

✓ List court name, docket number, TCSES number, monthly obligation, name and date of birth for each child supported under the order. Do not include arrears payments. If a parent has more than three pre-existing support orders, use the Additional Credit sheet to detail the orders.

This section is not part of the calculation for Part II above

		Column A	Column B
1		$ 0.00	$ 0.00
2		$ 0.00	$ 0.00
3		$ 0.00	$ 0.00
Total monthly obligation amount(s) from Additional Credit sheet		$ 0.00	$ 0.00
	Total	$ 0.00	$ 0.00

Other Children (Continued from Credit Worksheet)

In-Home Children

Below, list additional qualified children living in the parent's home:

Name(s) of Child(ren) for PRP	Date of Birth	Name(s) of Child(ren) for ARP	Date of Birth

Not-In-Home Children

Below, list additional qualified children not living in the parent's home:

Name(s) of Child(ren) for PRP	Date of Birth	Name(s) of Child(ren) for ARP	Date of Birth

Pre-Existing Support Orders (Continued from Credit Worksheet)

Below, list additional pre-existing support orders for the parent. List court name, docket number, TCSES number, monthly obligation, name and date of birth for each child supported under the order. Do not include arrears payments.

PRP Support Orders

	Obligation Amount
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$
	$
	$
	$
Total	$0.00

ARP Support Orders

	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$
	$
	$
Total	$0.00

It is further **ORDERED, ADJUDGED AND DECREED** that the Defendant shall pay the Plaintiff's remaining outstanding attorneys' fees, his total responsibility not to exceed $15,000.

This the 23rd day of Aug, 2005.

JUDGE CAROL SOLOMAN

APPROVED FOR ENTRY:

Phillip Robinson, #3023

Philip E. Smith, #13421
Suite 2400, L&C Tower
401 Church Street
Nashville, TN 37219
(615) 467-1801

Attorneys for ***Complainant***

Terrence O'Neal Reed, #020952
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511 Union Street
Suite 2700
Post Office Box 198966
Nashville, TN 37219
(615) 850-8571

WITH PERMISSION BY PHILLIP ROBINSON

Attorney for ***Defendant***

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been remitted *via* facsimile and *via* U.S. Mail to Terrence O'Neal Reed, Attorney for Defendant, *Waller Lansden Dortch & Davis, PLLC,* 511 Union Street, Suite 2700, Post Office Box 198966, Nashville, TN 37219 and to Thomas W. Miller, Attorney for Defendant, *Miller, Griffin & Marks, P.S.C.,* 271 West Short Street, 600 Security Trust Building, Lexington, KY 40507-1292 on this the 22nd day of August, 2005.

Phillip Robinson

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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 23 day of AUGUST , 2005 , in the Case Number 04D3811 between KIMBRELL, BETTY LOU Plaintiff, and KIMBERLL, TERRY STEVEN Defendant, as same remains of record in Vol. 5924 , Page 2015476 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 30 day of SEPTEMBER in the year two thousand five and in the 229th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk