IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DONALD DEAN ZUCCARELLO	)	2007 NOV -5 AM 10:28
Husband	)	
	)	RICHARD R. ROOS, CLERK
VS.	)	**DOCKET NO.: 07D-1947**
	)	**PROOF OF ENTRY REQUESTED** D.C.
KATY VERLYN SOUTHERS ZUCCARELLO	)	
Wife	)	

FINAL DECREE

This cause came on to be heard this 5th day of November, 2007, before the Honorable Carol Soloman, Judge, on Complaint for Absolute Divorce filed by the Husband, signed and notarized Marital Dissolution Agreement having been filed with the Court, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences in their marriage and a divorce should be granted.

It is therefore ORDERED, ADJUDGED and DECREED that the Husband, Donald Dean Zuccarello, be and is hereby awarded an absolute divorce from the Wife, Katy Verlyn Southers Zuccarello, on the ground of irreconcilable differences, Tennessee Code Annotated § 36-4-103, and both parties are hereby restored to all the rights and privileges of unmarried persons.

Pursuant to Tennessee Code Annotated § 36-4-103(b), the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement and Parenting Plan, and the same are hereby incorporated in words and figures as follows:

Davidson County DEEDDIV
Recvd: 11/15/07 16:15 12 pg
Fees:62.00 Taxes:0.00
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RICHARD R. ROOKER

D.C.

MARITAL DISSOLUTION AGREEMENT

This Agreement entered into this 18th day of October, 2007, by and between **KATY VERLYN SOUTHERS ZUCCARELLO,** hereinafter referred to as "Wife" and **DONALD DEAN ZUCCARELLO,** hereinafter referred to as "Husband."

W I T N E S E T H:

WHEREAS, certain difficulties have arisen between the parties which appear to be irreconcilable and there is about to be filed in the Eighth Circuit Court of Davidson County, Tennessee, a Petition for Absolute Divorce between the parties, being DONALD DEAN ZUCCARELLO vs. KATY VERLYN SOUTHERS ZUCCARELLO, bearing Docket No. 07D-1947;

WHEREAS, the parties desire to agree upon and fix their rights and duties, respecting their respective estates, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW, therefore, in settlement, adjustment and compromise of all property rights, questions and matters arising by reason of the marital relationship, and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree to and covenant as follows:

1. **DIVORCE**: The parties agree that the Husband shall proceed to Court and attempt to obtain an absolute divorce on the ground of irreconcilable differences.

2. **PERSONAL PROPERTY:** The parties agree that they have equitably divided the items of personal property between them and each party shall keep those items of personal property now in his or her possession as their sole and separate property.

3. **AUTOMOBILES:** The Husband shall receive all of the Wife's right, title, and interest in and to the 2003 BMW automobile and the Wife shall sign any and all documents necessary to

convey title to the Husband and the Husband shall assume all responsibility for the indebtedness owed thereon and shall hold the Wife harmless.

The Wife shall receive all of the Husband's right, title, and interest in and to the 2005 BMW automobile and she shall assume all indebtedness owed thereon and shall hold the Husband harmless.

4. **HEALTH INSURANCE:** The Husband shall maintain and pay for health insurance coverage on the Wife for so long as he has access to a group policy or until the Wife reaches the age of sixty-five (65) years, whichever occurs first. Wife shall be provided with notice of COBRA insurance availability pursuant to the provisions of Tennessee Code Annotated § 36-4-133 and § 56-7-2366. Wife shall be responsible for and pay all medical expenses she has incurred which are not covered by insurance since the parties' separation, and she hereby indemnifies and holds Husband harmless from any responsibility for same.

5. **RETIREMENT/IRA's:** Each party shall keep all retirement accounts and IRA's now in his or her name as their sole and separate property.

6. **REAL PROPERTY:**

a. The parties own real property located at 3209 West End Avenue in Nashville, Tennessee. The Husband shall quitclaim twenty-five percent (25%) of his interest in said real property to the Wife at the time of the granting of the divorce decree. The Husband shall have the exclusive use of said real property and the Wife agrees not to seek a sale of this property and shall not sell her twenty-five percent (25%) interest without permission of the Husband. The Husband shall retain the exclusive right to sell the real property at any time, however, the Husband shall not further encumber the property without the Wife's written consent.

b. The Husband shall quitclaim his interest in the real property located at 2513 Westwood Avenue in Nashville, Tennessee to the Wife and she shall assume all indebtedness owed thereon and shall hold the Husband harmless.

c. The Husband shall quitclaim his interest in the real property located at 2504 Westwood Avenue in Nashville, Tennessee to the Wife and she shall assume all indebtedness owed thereon and shall hold the Husband harmless.

7. **DEBTS: Each party shall pay and be solely responsible** for any and all debts which he or she has incurred during the marriage.

In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, or any part of the debt for which that party is not responsible, either by law, contract, or pursuant to the terms of this agreement, that party against whom the claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

If in connection with any joint Federal Income Tax Return heretofore or hereafter filed by the parties, other than the 2006 Income Tax Return, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the party whose deduction, income, or misreporting results in the deficiency assessment.

8. **BANK ACCOUNTS:** Each party shall receive their respective bank accounts as their sole and separate property.

9. **LIFE INSURANCE:** The Husband shall continue to pay and maintain the current life insurance policy on his life in the amount of One Million and .00/100 dollars ($1,000,000.00) with the Wife as sole and irrevocable beneficiary of the sum of Five Hundred Thousand and .00/100

dollars ($500,000.00) of that policy. The Husband will further continue to pay and maintain the current life insurance policy on the Wife in the amount of One Million and .00/100 dollars ($1,000,000.00) with the Husband as sole and irrevocable beneficiary of Five Hundred Thousand and .00/100 dollars ($ 500,000.00) of that policy. Said policies are with Lincoln Financial Insurance Company and the policy numbers are _____ and _____.

10. DISABILITY INSURANCE: The Husband shall obtain and pay a premium on a disability insurance policy on the Wife until the Wife reaches the age of sixty-five (65) years. In the event the Wife cannot qualify for a disability insurance policy, and she becomes disabled, pursuant to Social Security Disability standards, the Husband agrees to pay the Wife five percent (5%) of his adjusted gross income until she is able to return to work, or until her death if she is unable to return to work.

11. DISABILITY OF HUSBAND: The parties agree and understand that in the event the Husband should become disabled, then all terms of this agreement, other than the ownership of 3209 West End Avenue, shall be suspended and will not accrue to the benefit of the Wife during the period of disability, but will be reinstated upon the cessation of any future disability of the Husband.

12. ATTORNEY FEES: The Husband shall pay all attorney fees.

13. COURT COSTS: The court costs shall be paid by the Husband for all of which execution may issue if necessary.

14. BINDING AGREEMENT: This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

15. FAIR AND EQUITABLE SETTLEMENT: 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 the 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 it is being entered into voluntarily. In the event it becomes necessary to enforce any of the terms of this agreement, the party who is successful in enforcing the terms shall be entitled to his or her attorney fees and costs from the other party.

16 **INCORPORATION OF AGREEMENT:** It is understood and agreed between Husband and Wife that this agreement shall be introduced in the divorce proceedings now pending between the parties for ratification and incorporation into the Final Decree of Divorce in said action.

17. **FINAL SETTLEMENT AND MUTUAL RELEASE:** It is understood and agreed between Husband and Wife 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 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 and 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 Wife or Husband individually, or jointly, or any property that either of them may acquire in the future.

18. **FULL DISCLOSURE:** Husband and Wife warrant and represent to the other that there are no assets owned by them, either jointly or individually, and that neither has an interest in any assets which are not reflected by the terms of this agreement. Husband and Wife further warrant and represent to the other that he or she has made full disclosure to the other of his or her respective incomes and anticipated incomes, and further warrant and represent to the other that he or she has

made full disclosure to the other of all assets in which he or she has any interest and that such disclosure of assets was intended to be relied upon by the other party in the consideration and execution of this agreement. Both parties acknowledge that they wish to proceed with the above-styled divorce action with all possible speed, and to minimize costs and attorneys fees associated therewith. Both parties have had the opportunity to retain counsel. By signing this document, each party indicates that he or she does not want to proceed with formal discovery, including completing interrogatories and request for production of documents or discovery depositions that are designed to discover assets or debts. Both parties acknowledge that they have not been given tax advice or valuation advice by their attorneys. The parties further release the attorneys of record from any obligation to complete the discovery process. Each party acknowledges that the agreement is fair and equitable; that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

19. **THE GOVERNING LAW:** This agreement shall be interpreted and enforced according to the laws of the state of Tennessee.

20. **SEVERABILITY:** In the event any provision of this agreement is determined to be invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this agreement, all provisions of this agreement being severable.

21. **ADDITIONAL INSTRUMENTS:** Husband and Wife agree to execute and deliver any and all instruments and do whatever is reasonably necessary or required in order to carry out the terms of this agreement.

22. **AMENDMENTS:** This agreement may be altered, amended, or canceled only by further written agreement, signed by Husband and Wife. The requirement of this paragraph cannot be waived by oral agreement.

23. **SERVICE OF PROCESS:** The Wife, by signing this agreement, waives further service of process or notice. Wife specifically authorizes entry of said pleading by Husband's counsel.

24. **SUPPORT OBLIGATION:** Whenever one party is required by the terms of this agreement to assume responsibility for paying certain debts and/or to indemnify and hold the other party harmless from any liability therefore, such obligation shall be deemed to be a support obligation under 11 USC § 523(5), which is not dischargeable in bankruptcy as to the other party.

25. **REPRESENTATION:** The Wife acknowledges that L. R. DeMarco represents the Husband and not the Wife. The Wife understands that she has a right to be represented by her own attorney now, or at any time during this divorce action. The Wife is not relying on any representation or any advice by L. R. DeMarco in entering into this agreement.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the 18th day of October 2007, as to the Wife and the 18th day of October, 2007, as to the Husband.

WIFE

HUSBAND

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said State and County, the within named KATY VERLYN SOUTHERS ZUCCARELLO, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and official seal this 18 day of October, 2007.

Melissa Dawn Vetter
NOTARY PUBLIC

My Commission Expires: July 25, 2009

MELISSA DAWN VETTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 25, 2009

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a notary public in and for said State and County, the within named DONALD DEAN ZUCCARELLO, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS my hand and official seal this 18 day of October, 2007.

Melissa Dawn Vetter
NOTARY PUBLIC

My Commission Expires: July 25, 2009

MELISSA DAWN VETTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
Commission Expires JULY 25, 2009

It is therefore ORDERED, ADJUDGED, and DECREED that all provisions of said Marital Dissolution Agreement are hereby approved and made the judgment of the Court.

The Husband shall pay the costs of this cause for all of which execution may issue if necessary.

ENTER this 5th day of November, 2007.

CAROL SOLOMAN, JUDGE

APPROVED FOR ENTRY:

L. R. DeMARCO #2652
Attorney for Husband
Suite 400, Washington Square
214 Second Avenue North
Nashville, TN 37201
(615) 256-6681

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed to Ms. Katy Verlyn Southers Zuccarello, 2513 Westwood Avenue, Nashville, TN 37212, this 5th day of November, 2007.

L. R. DeMARCO

CERTIFICATE OF SERVICE

DOCKET NO. 07D1947

Pursuant to Rule 58(3) of the Tennessee rules of Civil Procedure, I hereby certify I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 6TH day of November, 2007.

RICHARD R. ROOKER, Circuit Court Clerk

BY:_____

Deputy Clerk

L. R. DEMARCO, ATTORNEY
SUITE 400, WASHINGTON SQ.
214 2ND AVE. NORTH
NASHVILLE, TN 37201

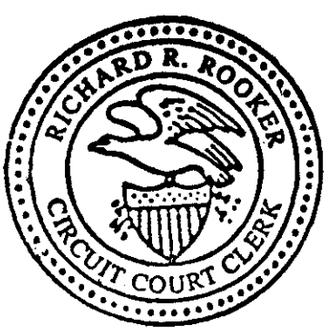
KATY VERLYN SOUTHERS ZUCCARELLO
2513 WESTWOOD AVE.
NASHVILLE, TN 37212

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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 05 day of NOVEMBER , 2007 , in the Case Number 07D1947 between ZUCCARELLO, DONALD DEAN Plaintiff, and ZUCCARELLO, KATY VERLYN SOUTHERS Defendant, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 08 day of NOVEMBER in the year two thousand seven and in the 231st year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk