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IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2009 JUN -1 PM 2:07
RICHARD R. ROOKER, CLERK
D.C.

EDITH WENCZL SIMPKINS,
Wife

VS.

OTTO KENT SIMPKINS,
Husband.

NO. 07D-1205

Notice of Entry Requested

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 1st day of June, 2009, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife on the grounds of irreconcilable differences; the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties in which the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; testimony of the Wife; and the entire record in this cause. From all of which, it appears to the Court that the Wife should be awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Wife be and hereby is awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences and is restored to all

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the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

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IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

EDITH WENCZL SIMPKINS	)	
Plaintiff,	)	
v.	)	NO. 07D-1205
OTTO KENT SIMPKINS	)	
Defendant	)	

FILED
JUN - 4 2009
RICHARD R. BOOKER, Clerk
By _____ Deputy

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between EDITH WENCZL SIMPKINS (hereinafter referred to as "Wife") and OTTO KENT SIMPKINS (hereinafter referred to as "Husband"), 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 the Wife has instituted divorce proceedings against the Husband, same being Civil Action Number 07d1205 in the Eighth Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations and obligations for payment of debts, 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 intention that such contract will be effected with respect to all

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of their property and other matters of concern.

NOW, 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: The Wife shall proceed to Court to obtain a divorce on the grounds of irreconcilable differences, and each shall be restored to all the rights and privileges of an unmarried person and, Husband and Wife will withdraw their pending Petitions for Contempt.

2. Nashville Marital Residence: The parties own a marital residence located at 6116 Hillsboro Road, Nashville, TN 37215 (the "Hillsboro Road Residence"). The listing agent or agents and offering price may be modified by the parties by a signed document executed by both parties hereto. Until the sale of the Hillsboro Road Residence, Husband shall be solely and separately responsible for the timely payment of the interest on the home equity line of credit and any required principal payments thereon, taxes, insurance, utilities, maintenance and repair of such property and Husband shall indemnify and hold Wife harmless for repayment thereon. Husband shall have the exclusive right to occupy the Hillsboro Road Residence. Neither party shall make any further advances against the equity line of credit on or after May 5, 2009. The property shall be kept in good condition in order to show properly and maximize the price to be obtained from a buyer. Upon the sale of the house, the Net Proceeds (as defined below) shall be divided as follows: (1) Wife shall receive Three Hundred

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Thirty Thousand Six Hundred Twelve Dollars ($330,612.00) as a division of property; (2) Ms. Palermo shall receive Sixty Thousand ($60,000.00)for the payment of attorney fees; and (3) Husband and Wife shall divide equally any remaining funds. Husband shall make an additional payment to Rose Palermo from his portion of the Net Proceeds in the amount of Fifteen Thousand ($15,000.00). The "Net Proceeds" shall mean the gross sales price less the outstanding principal mortgage balance, the sales commissions, reasonable closing costs and taxes. All of these payments shall be made as part of the closing of the Hillsboro Road Residence. In the event the sale of the residence does not produce sufficient funds to make the equalizing payment and attorney fees to Wife as set forth herein, Husband shall pay Wife the difference at the closing.

3. Jupiter Florida Residence: During the marriage Husband and Wife purchased a residence located at 321 Regatta Drive, Jupiter, FL 33477 (the "Florida Residence"). By prior order of the Court, Wife quitclaimed the Florida Residence to Husband as his sole and separate property and Wife hereby ratifies the transfer of any right, title and interest in and to such property and same shall be solely vested in Husband. Husband shall be solely responsible and shall pay the mortgage indebtedness, taxes and insurance thereon and hold Wife harmless thereon.

4. Woodlawn Residence: During the marriage and in accordance with a prior order of this Court, Wife purchased a residence located at 3900 Woodlawn Drive, Nashville, TN 37205 (the "Woodlawn Residence"). Husband hereby transfers any right, title and interest in and to such property and same shall be

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solely vested in Wife. Commencing June 1, 2009, Wife shall be solely responsible and shall pay the mortgage indebtedness, taxes and insurance thereon and hold Husband harmless thereon.

5. Personal Property:

A. Wife shall be awarded all personal property located at the Woodlawn Residence and shall be vested with all right, title and interest thereto and Husband shall be divested of any interest therein.

B. Husband shall be awarded all personal property located at the Florida Residence and shall be vested with all right, title and interest thereto and Wife shall be divested of any interest therein; provided, however, Husband shall ship to Wife's Woodlawn residence the following items, the cost of which (inclusive of insurance) will be divided equally, which shall be awarded to Wife from the Florida Residence:

A. Wife's full set of golf clubs and matching golf bag;

B. Painting by Wife located in the girls' bedroom of the parties children eating popsicles in its current whitewashed frame;

C. Silver-plated footed tray that was a gift to Wife by Rabbi Falk which was located in the dining room;

D. Hibel print of a garden which was located in the entrance hall;

E. Set of 12 glass plates with butterflies signed by Lynn Chase;

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F. Blue and white handkerchief purchased from Kassatley's;

G. Hitchcock table that was purchased at the Church Mouse second hand store; and

F. 12 brown rattan placemats.

Husband will make a good faith effort to locate these items, but does not know if they are still located in the residence.

C. Husband shall be awarded the Tiffany ladies diamond and sapphire cocktail ring currently in the possession of Rose T. Palermo and Wife shall be divested of any interest therein.

D. Hillsboro Road Residence - Husband shall be awarded all personal property located at the Hillsboro Road Residence and shall be vested with all right, title and interest thereto and Wife shall be divested of any interest therein; provided, Wife shall receive the following, which she shall pick up on a date agreeable to both parties:

1. The remainder of Wife's clothing, shoes, hats, cosmetic, hygiene items, high school and college memorabilia and craft supplies;

2. One half of family photographs;

3. All paintings that were done by Wife;

4. Various travel souvenirs from Italy, Harbor Island, and Bahamas, books and posters in the media room;

5. Grandmother's old stained glass window;

6. Children's baby clothes;

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7. Children's books;

8. Crafts arts and crafts - fabric in project room;

9. Old luggage in closet (over media room closet);

10. Entire contents of Wife's closets;

11. Coats in entry closet;

12. Sand collection in floral containers

C. Wife shall be awarded and vested in all right, title and interest to the Steeplechase Box and Husband shall be divested of any interest therein.

D. Wife shall be awarded and vested in all right, title and interest to all mileage award benefits held in either Wife or Husband's name and Husband shall be divested of any interest therein. Within thirty (30) days of the Final Decree, Husband shall cooperate with Wife and sign all necessary documents to transfer all said mileage awards to Wife accumulated as of May 6, 2009.

E. Wife shall be awarded and vested in all right, title and interest to the Money Life Insurance Company of America life insurance policy (Policy number ending in #8666)and Husband shall be divested of any interest there in. Husband will complete and submit all paperwork required for the transfer of ownership of this policy within thirty (30) days of the entry of the Final Decree of Divorce.

F. Wife will return the All Clad pots, if any, in her

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possession to Husband.

6. Bank Accounts:

A. Husband shall be awarded and vested in all right, title and interest in and to the following accounts: SunTrust Checking account in the name of Kent Simpkins (account number ending in 2128), the Wachovia Bank account in the name of Kent Simpkins (account number ending in 7374); SunTrust account in the name of Alliance Aerospace Corp. (account number ending in 3779); and Wachovia Bank account in the name of Alliance Aerospace Corp (account number ending in 7622)and Wife shall be divested of any interest therein.

B. Wife shall be awarded and vested in all right, title and interest in and to the following accounts: BankSouth account in the name of Edith W. Simpkins (account number ending in 9832); SunTrust account in the name of Edith W. Simpkins (account number ending in 7632); SunTrust account in the name of Edith W. Simpkins (account ending in 9106) and Husband shall be divested of any interest therein.

7. Brokerage Accounts:

A. Wife shall be awarded and vested in all right title and interest in and to the Charles Schwab brokerage account in the name of Kent Simpkins and Edith Simpkins Joint Tenants (account ending in 7576) and Husband shall be divested of any interest therein.

B. Husband shall be awarded and vested in all right, title and interest in and to the Charles Schwab brokerage account in the name of Kent Simpkins (account ending in 8971) and Wife

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shall be divested of any interest therein.

C. Within ten (10) days of the date of the Final Decree of Divorce, Husband shall immediately pay to Wife $8,000 as an equalizing distribution for the division of these accounts.

8. Motor Vehicles:

A. Husband shall be vested in all right, title and interest in and to the following automobiles: 2004 Lexus LS440 titled in the name of Kent Simpkins; 2005 F-150 pick-up truck titled in the name of Kent Simpkins; and the 2007 Mercedes Benz S550 titled in the name of Kent Simpkins subject to the liens and Wife shall be divested of any interest therein.

B. Husband shall be awarded and vested in all right, title and interest in and to the following motor boats: 2005 20' Cobalt Runabout; and 2004 30' Boston Whaler with 250hp mercury outboard and Wife shall be divested of any interest therein.

C. Wife shall be vested in all right title and interest in and to the 1999 Mercedes Benz E320 wagon (VIN # WDBJH65F9XA754773) titled in the name of Kent Simpkins and Husband shall be divested of any interest therein. Husband shall deliver title to said 1999 Mercedes Benz E320 wagon within thirty (30) days of the entry of the Final Decree of Divorce free and clear of any liens or encumbrances.

9. Business Interests: Husband shall be vested in all right, title and interest in and to the following businesses: Cardiac Services Inc (98.999%); Community Health Associates, Inc. (50%); Community Health Alliance Inc. (100%); Boaters Friends, Inc. (100%); and Alliance Aerospace, Inc. (100%) or any other

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business interest owned in the past and Wife shall be divested of any interest therein. Husband shall assume any and all outstanding personal liability assumed on behalf all such businesses and shall indemnify and defend Wife from any liability and any expenses incurred by Wife, including attorney fees, in defense or payment thereof.

10. IRS Refund: Husband has delivered to the client trust account of Rose Palermo a check in the amount of $29,139 representing amounts received by Husband as a refund on Husband's 2007 Federal Income Tax return in accordance with an Agreed Order. Wife shall be awarded and vested in all right, title and interest in and to such deposit and Husband shall be divested of any interest therein.

11. Retirement Benefits: The parties represent that there are no retirement benefits. If the event that there are any retirement benefits for the benefit of either party, such benefits shall be divided equally between the parties.

12. Commodore Yacht Slip: The slip at Commodore Yacht Marina shall be sold at a mutually agreeable price. Wife shall be responsible for the selling of same but shall consult with Husband regarding the sales price. Husband shall continue to pay the slip rental fee and collect and keep the sub lease payments from Chip Peay or other lessee. The net proceeds from the sale of the slip shall be divided equally between the parties.

13. Memberships:

A. Admirals Cove Golf & Country Club: The Admirals Cove Golf and Country Club membership shall be awarded to Husband

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free and clear of claims by Wife.

14. Debts: Each party shall be responsible for any debts, loans or credit card indebtedness incurred in the sole and separate name and shall hold the other party harmless therefrom.

15. Health Insurance: Husband shall be responsible to pay Wife's health insurance premiums for a period of three (3) years or until her death or remarriage or until Husband's death, which is the first event to occur. The policy to be provided shall have benefits that are comparable to the policy that Husband currently provides. These payments are deductible by Husband and taxable to Wife for federal income tax purposes.

16. Alimony *In Futuro*: Beginning June 1, 2009, Husband shall be responsible to pay Wife the sum of Five Thousand Dollars ($5,000.00) per month, as alimony *in futuro*, taxable to Wife and deductible to Husband for purposes of filing their respective federal and state income tax returns. This alimony shall terminate upon the death or remarriage of Wife or the death of Husband, whichever is the first event to occur. This amount shall be secured by life insurance on Husband's life in the amount of Five Hundred Thousand Dollars ($500,000.00) as long as Husband can obtain insurance. Alimony payments shall commence beginning on the 1st day of June 2009 and on the first day of each month thereafter. Husband shall provide to Wife proof of life insurance coverage on or before ninety (90) days after the entry of the Final Decree and each year thereafter on an annual basis that said policy is still in effect. Until June 1, 2009, Husband shall continue to pay support to Wife under the current *pendente lite*

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order and agrees to make payment of all arrearages on or before May 31, 2009. Husband agrees to make all alimony payments by direct deposit as directed by Wife in writing into any account maintained by Wife at SunTrust Bank.

17. Attorney Fees: Husband shall be responsible to pay his attorney fees to his attorney, Robert E. Lee Davies, and his former attorneys, Stites and Harbison. After payment of attorney fees under Paragraph 2 above, Wife shall be responsible to pay any additional attorney or consulting fees to her attorneys and consultants.

18. Mediation Fees: Husband shall be responsible to pay the mediation fees owning to Robert L. Jackson, Attorney.

19. Court Costs: The final court costs in this matter shall be assessed to Husband, for which let execution issue if necessary.

20. Federal Income Taxes: The parties have filed separate returns for 2007. The parties agree to file separate returns for 2008 and each party shall be responsible for their own taxes and/or shall be entitled to their own refunds. For any state or federal tax returns that have been jointly filed by the parties, Husband agrees to pay any taxes, penalties and/or interest that may be due or hereafter be finally determined to be due on such returns and Husband agrees to hold Wife harmless from any liability for such income or other taxes, penalties and/or interest as may hereinafter be finally determined to be due.

21. Enforcement Provision: In the event either party has to petition the Court for enforcement of any of the provisions in

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this Agreement, then the party at fault shall be responsible for attorney fees, expenses and Court costs for the enforcement of same.

22. Acceptance by the Parties: 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 therefor, such obligation is intended to be a support obligation under 11 U.S.C. 523(a)(5) which is not dischargeable in bankruptcy as to the other party. The parties intend to create a support debt that will be non-dischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. 523(a)(5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable. However, the parties acknowledge the determination of any issue arising under this section is in the exclusive jurisdiction of the United States Bankruptcy Court.

23. Creditor Claims: In the event a creditor of either party makes a claim against the other party to pay any debt 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 any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

24. Introduction to Court Proceeding: It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Court for Davidson County,

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Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

25. Entire Agreement and Estate Waiver: 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 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 Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

26. Full Disclosure: Each party represents and warrants that he or she has made full and complete disclosure of his or her assets and liabilities. By signing this document, each indicates that he or she does not want to proceed with completion of formal discovery, including completing Interrogatories and Requests for Production of Documents or discovery depositions that are designed to discover assets or debts. Both parties acknowledge that they have not been given any tax advice by their attorneys. The

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parties further release the attorneys of record from any obligation to complete the discovery process. Following the entry of the Final Decree of Divorce, the parties agree that in the event it is later discovered by either party that the other party owned or otherwise had any interest in an asset at the time of the execution of this Agreement, which asset was not disclosed during these proceedings, that party shall be entitled to receive an amount equal to one-half of the value of said discovered asset, including any decrease or increase in the value thereof since the execution of this Agreement.

27. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

28. Voluntary Acceptance: 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.

29. 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.

30. Divisibility: In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other

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provisions of this Agreement, said provisions being severable.

31. Additional Instruments: It is understood and agreed between the parties that, as 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 in a timely manner.

32. Amendment: This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

33. Debts: 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 its repayment. 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 any future debts of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

34. Fairness of Agreement: The parties acknowledge that the provisions of this agreement are fair, adequate and satisfactory to them and in keeping with their accustomed standard of living and reasonable requirements.

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EDITH WENCZL SIMPKINS

OTTO KENT SIMPKINS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Cynthia W. Sharp, a Notary Public in and for the aforesaid County and State, EDITH WENCZL SIMPKINS, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 6th day of May, 2009.

NOTARY PUBLIC
My Comm. Expires: 2/23/2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Cynthia W. Sharp, a Notary Public in and for the aforesaid County and State, OTTO KENT SIMPKINS, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 6th day of May, 2009.

NOTARY PUBLIC
My Comm. Expires: 2/23/2011

ATTORNEYS:

Rose T. Palermo
Attorney for Wife

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Elizabeth G. Tannenbaum
Attorney for Wife

Robert E. Lee Davies
Attorney for Husband

Robert L. Jackson
Mediator

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It further appears to the Court that there are no pending Orders of Protection in this cause.

IT IS FURTHER ORDERED that the final costs of this cause shall be taxed to the Husband.

Entered this 1st day of June, 2009.

JUDGE

APPROVED FOR ENTRY:

Rose Palermo

Rose Palermo (#3330)
Attorney for Wife
Post Office Box 121857
Nashville, TN 37212
(615) 244-4270

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed on the 19 day of May, 2009, to: Robert E. Lee Davies, Attorney for Husband, 511 New Highway 96 West, Suite 204, Franklin, Tennessee 37064.

Rose Palermo

Rose Palermo

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CERTIFICATE OF SERVICE

DOCKET NO. 07D1205

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 3RD day of JUNE, 2009.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

ROSE PALERMO, ATTORNEY
P.O. BOX 121857
NASHVILLE, TN 37212

ROBERT E. LEE DAVIES,
ATTORNEY
511 NEW HIGHWAY 96 WEST
SUITE 204
FRANKLIN, TN 37064

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 01 day of JUNE , 2009 , in the Case Number 07D1205 between SIMPKINS, EDITH WENCZL Plaintiff, and SIMPKINS, OTTO KENT 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 30 day of SEPTEMBER in the year two thousand nine and in the 233rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

