Copy

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

99 JUL 16 PM 2:48

RICHARD R. ... CLERK

HOLLEY JEAN HEINLEIN

Plaintiff,

B Murray D.C.

Vs. DOCKET NO. 99D-321

J. A. HEINLEIN

Defendant.

FINAL DECREE

This cause came on to be heard on July 16, 1999, before the Honorable Muriel Robinson, Judge, upon the Original Complaint for Absolute Divorce heretofore filed by Holley Jean Heinlein; subsequent agreement of the parties to allow Wife to proceed upon a non-contested basis; submission to the Court a written Marital dissolution Agreement heretofore signed by the parties; and the entire record in this cause. From all of which the Court finds that these parties have suffered irreconcilable differences pursuant to T.C.A. §36-4-101(11). It is, therefore,

ORDERED, ADJUDGED, AND DECREED, that the bonds of matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Holley Jean Heinlein, is granted an Absolute Divorce and both parties are restored to all the rights and privileges of an unmarried person.

It is further **ORDERED, ADJUDGED, AND DECREED**, that the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the division of their marital estate, and they have made adequate and sufficient provision by written agreement for the support and maintenance of the minor children, and for a equitable division of the marital properties, and the Court approves the Agreement and incorporates the same herein verbatim as follows:

BILL GARRETT, Davidson County
Trans:T20110030908 DEEDDIV
Recvd: 05/24/11 14:42 11 pgs
Fees:57.00 Taxes:0.00
20110524-0039781

Copy

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is pending in the Circuit Court for Davidson County, Tennessee, a Complaint for Absolute Divorce filed by Holley Jean Heinlein, hereinafter referred to as "Wife" against John Alden Heinlein, hereinafter referred to as "Husband" ~~—~~ D.C. under Docket No. 99D-321, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, on to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

1. **CONSIDERATION:** The consideration for this Agreement is the mutual promises and agreements herein contained.

2. **NO INTERFERENCE:** Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

3. **TAX EXEMPT STATUS:** This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

4. **TRIAL:** Wife shall proceed to Court to obtain an absolute divorce upon the grounds of irreconcilable differences.

5. **ALIMONY:** Husband agrees to pay Wife Three Hundred and Fifty Dollars per month as alimony in solido for Seven (7) years, the total amount paid over seven years will be $29,400.00. The first payment will be due and payable within 30 days of the entry of the Final Decree. These payments shall not be taxable to Ms. Heinlein, nor deductible by Mr. Heinlein for purposed of filing their Form 1040 Federal Income Tax returns.

6. **CHILD CUSTODY:** Both parties are fit and proper persons to share in the care, custody and control of the minor children, therefore, the parties agree

that the care, custody and control of the minor children shall be awarded to the Mother.

7. **VISITATION:** The Father shall have the right to visit the minor children at reasonable times and places upon reasonable notice to the Mother.

8. **CHILD SUPPORT:** Child support will be paid in the amount equal to $968.00 per month, payable directly to the Wife, said sum being in compliance with the support guidelines as adopted by the State of Tennessee. It is affirmatively acknowledged by the parties, pursuant to the provisions of T.C.A. §36-5-101(h), that no action by the parties will be effective to reduce child support after the due date of each payment, and that they understand that Court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of the Agreement.

9. **CHILDREN'S MEDICAL EXPENSES:** It is agreed by and between the parties that the Father shall carry medical insurance on the minor children and any medical expenses not covered by health insurance, including dental, orthodontic or opthamology expenses, shall be divided equally between the parties.

10. **CHILDREN'S EDUCATION:** Husband shall pay one-half (1/2) tuition, room, and board for his children through four years of college until said children reaches the age of twenty-three. This is a contract between the parties and is enforceable by the Wife. (of a college comparable to the University of Tenn. at Knoxville)

10. **PERSONAL PROPERTY:** The parties have heretofore divided their personal property between themselves. All furniture, furnishings, and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings, and personal effects presently in the possession of Husband shall be his sole and separate property.

11. **REAL PROPERTY:** The parties marital residence is located at 308 Hollow Tree Court, Nashville, Tennessee. The parties agree that the house and lot shall be vested solely in the Wife's name. Husband shall be divested of all right, title, and interest in said property; and all right, title, and interest in said

property shall be vested in Wife. The Wife agrees that she will pay and hold the Husband harmless on the mortgage and on the real property.

12. **AUTOMOBILES:** Each party shall be awarded the vehicle in their possession and shall assume all responsibility for any indebtedness thereon and shall hold the other party harmless therefrom.

13. **ATTORNEY'S FEES:** All attorney fees will be divided equally between the parties.

14. **DEBTS:** Each party shall be responsible for any debts incurred in their sole and separate name, and shall hold the other party harmless from any responsibility thereon.

15. **INHERITANCE:** Husband is expecting to receive an inheritance from his deceased mother and father. The amount of the inheritance is unknown at this time. Husband agrees to take one-third of this inheritance and give it to his children. Husband has identified his brother, Conrad Heinlein, as the Executor/Fiduciary for the Estates of his mother and father and has by a letter informed the Executor/Fiduciary of this Marital Dissolution Agreement and Husband's obligation under the Marital Dissolution Agreement. Husband has by said letter instructed the Executor/Fiduciary to provide a final accounting of the Estates of Husband's mother and father to Wife. Husband agrees that, within ten (10) working days of his receipt of any of the proceeds of the Estates of his mother and / or his father he will present one-third (1/3) of said proceeds to the Trustee of the Trust exhibited hereto. The Trustee shall use the monies from the Estates to fund the Trust attached hereto. If the Estates do not settle at the same time, or make partial distribution, the Husband agrees that he will, within ten (10) working days of his receipt of any Estate proceeds, send one-third (1/3) of those proceeds to Trustee.

16. **COURT COSTS:** Husband and Wife shall divide equally the cost of this proceeding.

17. **ENFORCEMENT PROVISION:** In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement,

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

18. ACCEPTANCE BY THE PARTIES: With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation is a nondischargeable debt under USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

19. VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel and 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.

20. ENTIRE AGREEEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

21. COMPLETE DISCLOSURE: Each party has made a full and complete disclosure of his or her assets and liabilities.

22. 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 with 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,

Copy

individually or jointly, or any property that either of them may acquire in the future.

23. ADDITIONAL INSTRUMENTS: Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily.

Holley Jean Heinlein

John Alden Heinlein

Copy

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within Holley Jean Heinlein, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 16th day of July, 1999.

NOTARY PUBLIC

My Commission Expires: 3/25/2000

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within John Alden Heinlein, with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 15th day of June, 1999.

NOTARY PUBLIC

My Commission Expires: 3/24/2001

Copy

LINDSAY RACHEL HEINLEIN, CARLEIGH DANIELLE HEINLEIN, and SARAH BRIANNE HEINLEIN TRUST

'99 JUL 16 PM 2:48
RICHARD R. ... CLERK

Establishment. By this instrument, as required by the Marital Dissolution Agreement and D.C. Final Decree of Divorce in the matter of *Holly Jean Heinlein v. J. A. Heinlein,* Circuit Court for Davidson County, Tennessee, I establish the Lindsay Rachel Heinlein, Carleigh Danielle Heinlein, and Sarah Brianne Heinlein Trust (hereinafter the "Trust.") The Trust shall be funded as set forth in Paragraph 15 of the above referenced Marital Dissolution Agreement. Funding shall not be reduced by any gift, estate and/or generation skipping transfer taxes. Any and all monies funding this Trust shall be paid to Joel Kent Howard, Trustee for the Trust who shall hold the monies in trust for the benefit of Lindsay Rachel Heinlein, Carleigh Danielle Heinlein and Sarah Brianne Heinlein.

Beneficiaries. The trust shall be initially divided into equal shares with one share designated for Lindsay Rachel Heinlein, Carleigh Danielle Heinlein and Sarah Brianne Heinlein. or their issue. The trust shares shall be separately administered but may be invested jointly for economy. If, during the life of the Trust, one of my children should die leaving issue, that child's trust share shall continue for the benefit of such issue, in equal proportion. If one of my children should die leaving no issue, that child's share shall be added to the shares of my remaining children or their issue.

Income. The Trustee shall receive assets from any source, hold, manage, invest and reinvest the principal of the trust, and after deducting all expenses and taxes properly chargeable thereto, including reimbursement for the reasonable expenses incurred by my Trustee and reasonable compensation to him at his customarily rates, shall use such portion of the net income of the trust as my Trustee, in his sole discretion, deems necessary or proper for the education, maintenance, support, comfort and entertainment of Lindsay Rachel Heinlein, Carleigh Danielle Heinlein and Sarah Brianne Heinlein. If Lindsay Rachel Heinlein, Carleigh Danielle Heinlein or Sarah Brianne Heinlein should decide not to continue education past high school, I instruct my Trustee to discontinue payments to that child until my Trustee determines that child is seriously pursuing post high school education, or until that child's twenty-fifth (25 th) birthday as set forth below. If Lindsay Rachel Heinlein, Carleigh Danielle Heinlein or Sarah Brianne Heinlein should die leaving issue, my Trustee may pay that child's share of the Trust to that child's issue or to the parent or legal guardian of any such issue still a minor under the same terms and conditions as other beneficiaries of the Trust. The Trustee may accumulate income not needed currently by a beneficiary.

Encroachment for Children. My Trustee is authorized to encroach upon the principal of said trust to provide Lindsay Rachel Heinlein, Carleigh Danielle Heinlein and Sarah Brianne Heinlein and issue with support and maintenance, opportunities and advantages similar to those I enjoyed as a child and all reasonable educational opportunities. To the extent that the income from the trust is insufficient for these purposes, the Trustee may use such portion of the principal as is necessary to provide maintenance, support and the cost and expenses incident to their education. The Trustee is authorized to make encroachments on the principal of the trust for any emergency need occasioned by a casualty, health problems, or disability.

Distribution of Principal to Living Children. The entire balance of the principal of the portion of this trust designated for each of my living children and administered as a trust share shall be distributed to each living child on or about his or her twenty-fifth (25 th) birthday.

Encroachment on and Distribution of Principal to Issue of Deceased Child. If a situation should occur wherein my Trustee is administering a trust share for the issue of a deceased child, then my Trustee is authorized to encroach upon the principal of this trust at any time and from time to time, in such amounts as the Trustee in his absolute discretion shall determine is necessary and reasonable to provide such issue with maintenance and support, health needs, and educational expenses as well as emergency needs. Although it is my hope that conditions will make it reasonable for my Trustee to treat all of the issue of a child of mine equally, I realize that medical emergencies and academic opportunities may make equal

encroachments impractical. For this reason my Trustee is empowered to encroach on principal for the issue of a child of mine and is under no obligation to observe any rule of equality among such issue of one of my children.

Termination of Trust. The trust share of each of my living children and grandchildren shall be distributed as provided above. When all shares have been distributed, the Trust shall terminate. In no case shall the trust continue beyond a time which would violate the applicable Rule Against Perpetuities in any state that has legal control over the Trust.

Discretionary Termination of Trust. I recognize that circumstances may arise which may make it unwise or economically unfeasible to continue the trust or a trust share, so I hereby authorize my Trustee to terminate the trust or any trust share and distribute the remaining assets to the beneficiaries if in my Trustee's discretion continuing the trust would be impractical.

Fiduciary Powers. The Trustee of the Trusts created herein shall have all of the powers set forth in §35-50-110, of the Tennessee Code Annotated, which are incorporated into this Trust by specific reference.

Authority to Sell Real Property. My Trustee shall have the authority and discretion to buy or to sell or lease real property or any interest in real property which I may have and to use and apply the proceeds from a sale or lease to the payment of debts, taxes, and expenses of administration of my estate.

Successor Trustees. I authorize my Trustee to select a Successor Trustee in the event my Trustee is not able to continue serving as Trustee, or no longer desires to continue serving as Trustee. My Successor Trustee shall have all of the powers and duties as my Trustee.

Payments to Minor, etc. If my Trustee determines that income or principal is payable to a minor or to a person under mental or physical disability, whether or not adjudicated, then my fiduciary shall have the discretion to either make payments directly to the beneficiary, to the legally appointed guardian or conservator, or to distribute and pay such amounts directly for the benefit of such beneficiary. No recipient of payments from my fiduciaries for the benefit of a minor or incompetent shall be required to furnish bond with respect to any such funds, or be required to make reports as to the disposition of same.

Unproductive Assets. I authorize my Trustee to hold unproductive assets in the absence of a specific written request to dispose of same and convert such assets to income producing property.

Insurance Policies. My Trustees are authorized to hold, own and pay premiums on life insurance policies owned by me and to continue same in force for so long as they deem appropriate. Said policies may be directly held, or may be held in the form of a Crummey trust or trusts. Any such trusts shall call for, to the extent practicable under then current law, distribution of income and principal in a like manner to this Trust.

Spendthrift Provision. I direct that the interest of the beneficiaries hereunder shall not be subject to or liable in any manner to or for their anticipation, assignments, sales, pledges, debts, contracts, engagements or liabilities or subject or liable to attachment and execution under any legal or equitable process.

IN WITNESS WHEREOF, I have executed this the LINDSAY RACHEL HEINLEIN, CARLEIGH DANIELLE HEINLEIN, and SARAH BRIANNE HEINLEIN TRUST at Nashville, Tennessee this 15 day of July, 1999.

J.A. Heinlein

Copy

It is further **ORDERED, ADJUDGED, AND DECREED,** that the addresses of the parties are as follows:

J. A. Heinlein
P.O. Box 290511
Nashville, TN 37229

Holley Jean Heinlein
308 Hollow Tree Court
Nashville, TN 37221

It is further ORDERED, ADJUDGED, AND DECREED, that the costs of this cause are to be divided equally between the parties.

Entered this 16th day of July, 1999.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

ROBERT L. JACKSON & ASSOCIATES

BY: **JOHN DAVID MOORE**, No.19143
One Washington Square, Suite 103
214 Second Avenue North
Nashville, Tennessee 37201
(615) 256-2602

Certificate of Service

I do hereby certify on the 16th day of July, 1999 that a true and correct copy of the foregoing Final Decree was sent via United States Postal Service, first class, postage prepaid, to the following: J. A. Heinlein, P.O. Box 290511, Nashville, TN 37229.

John David Moore

STATE OF TENNESSEE

I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 16 day of JULY , 1999 , in the Case Number 99D321 between HEINLEIN, HOLLEY JEAN Plaintiff, and HEINLEIN, J.A. 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 05 day of MAY in the year two thousand eleven and in the 234th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL