STATE OF TENNESSEE

Davidson County	DEEDDIV
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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 DECEMBER, 2011, in Docket Number 11D2478 between PLOTNER, CHRISTINE JOHNSTON, Plaintiff, and PLOTNER, GREGG M, 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 21 day of NOVEMBER in the year two thousand sixteen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

(SEAL)

IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2011 DEC -5 AM 10: 29

CHRISTINE JOHNSTON PLOTNER, **Plaintiff/Wife,**	)	
v.	)	**Docket No. 11D-2478**
	)	**NOTICE OF ENTRY REQUESTED**
GREGG M. PLOTNER, **Defendant/Husband,**	)	

FINAL JUDGMENT OF DIVORCE

This cause came to be heard on the 5th day of Dec, 2011, before the Honorable Carol Soloman, judge of the Eighth Circuit Court of Davidson County, Tennessee, upon the Wife's Complaint for Divorce filed on August 30, 2011, the parties' signed Marital Dissolution Agreement, upon the testimony of the Wife in open Court, statement of counsel and the entire record herein, from all of which the Court finds that the allegations that the allegations of Wife's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Wife to an absolute divorce.

The Court further affirmatively finds that the Marital Dissolution Agreement entered into by the parties makes adequate and sufficient provision for the equitable settlement of any and all property rights between the parties and should be approved; and that the sixty day waiting period, as required by statute, has elapsed. The Court further finds that the Wife has filed the Notice Regarding Insurance pursuant to Tenn. Code Ann. §56-7-2366.

IT IS, THEREFORE, ORDERED AND ADJUDGED that the Plaintiff/Wife, CHRISTINE JOHNSTON PLOTNER, is awarded an absolute divorce from the Defendant/ Husband, GREGG M. PLOTNER, and the parties are restored to all of the rights and privileges of unmarried persons, and the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

IT IS FURTHER ORDERED AND ADJUDGED that the Marital Dissolution Agreement executed by the parties is approved and made the judgment of the Court and is incorporated verbatim herein as follows:

EIGHTH CIRCUIT FILED

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2011 AUG 30 PM 1:20

RICHARD R. ROOKER, CLERK

CHRISTINE JOHNSTON PLOTNER,
Plaintiff/Wife,

v.

GREGG M. PLOTNER,
Defendant/Husband,

Docket No. 11D2478

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made between, CHRISTINE JOHNSTON PLOTNER, hereinafter called "Wife", and GREGG M. PLOTNER, hereinafter called "Husband".

WITNESSETH:

WHEREAS, these parties have been married since December 21, 2002, and there are no minor children born of this marriage; and

WHEREAS, certain differences and difficulties have arisen between the parties, and the Husband acknowledges a divorce action in which irreconcilable differences is alleged as a ground will be instituted by the Wife in the Circuit Court for Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested; and

WHEREAS, the parties desire by this agreement to make an equitable division of all their property which settles and determines all claims for alimony, which divides all property, both

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real and personal, owned by them or either of them, which divides responsibility for all current indebtedness incurred during the marriage.

WHEREAS, by signing this Marital Dissolution Agreement the Husband waives filing an answer to the complaint and hereby waives service of process, in accordance with Tennessee Code Annotated § 36-4-103(a)(2);

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the parties agree as follows:

1. **PERSONAL PROPERTY.** The Wife is awarded, as her sole and separate property all items and personal property in her possession, and title to each of these items is hereby vested in Wife and divested out of Husband.

The Husband is awarded, as his sole and separate property the items in his possession and title to each of these items is hereby vested in Husband and divested out of Wife .

The Wife is awarded the two dogs, Hoss and Fifi free and clear of any claim by Husband. The Husband is awarded the two dogs, Newton and Venice free and clear of any claim by Wife.

Wife is awarded her business, Style Unleashed, free and clear of any claim by Husband. Wife shall be solely responsible for all debts, taxes, and expenses associated with said business and she shall indemnify Husband against any liability or loss on same.

2. ***ALIMONY IN SOLIDO.*** As an employee of Carousel Industries, Husband has earned commissions for various sales contracts including, but not limited to, Contract No. 2941 between Carousel Industries and the Tennessee Valley Authority for "Unified Communications Project" that will be paid to him by his employer, Carousel Industries, in monthly commission

checks with the last commission check for the Tennessee Valley Authority contract to be paid at the end of January 2012. Husband shall pay Wife alimony *in solido* equal to fifty percent (50%) of the net commissions (after federal taxes, social security and medicare taxes are withheld) he receives for the Tennessee Valley Authority contract beginning June 2011 through December 2011. Additionally, Husband shall pay Wife fifty percent of his final net commission (after federal taxes, Social Security and Medicare taxes are withheld) check for all business in 2011 which he will receive in January 2012. . These payments are periodic payments of marital income earned by Husband during the marriage which shall not terminate upon the death of Husband or upon the death or remarriage of Wife.

3. **AUTOMOBILES.** The Wife is awarded, as her sole and separate property, the 1998 Nissan Pathfinder titled in her name free and clear of any debt and Husband is divested of any interest he may have therein. The Wife is awarded the 2009 Ford E450 which is financed in Wife's name through Ford Credit account number ending with 4671. Wife shall be responsible for payment of all indebtedness, insurance, maintenance, repairs and all other expenses associated with any such vehicle, and shall indemnify and hold the Husband harmless on the same.

The Husband is awarded, as his sole and separate property, the Lexus RX 3000 in his possession which is titled to him and is free of any debt. Wife is divested of any interest she may have therein. The Husband shall be responsible for payment of all indebtedness, insurance, maintenance, repairs and all other expenses associated with any such vehicle, and shall indemnify and hold the Wife harmless for any liability or loss on the same.

4. **REAL PROPERTY.** The parties jointly own real property located at 4706

Nebraska Avenue, Nashville, TN 37209 legally described as follows:

Lot No.10, block 10 on the map of a part of Sylvan Park of record in Plat Book 332, Page 104, Register's office for Davidson County Quit Claim deed dated Feb 10, 2003, recorded on April $, 2003 as document No.20030404004384, register's office for Davidson County, TN

Said property is encumbered by a mortgage with the Husband as the sole mortgagee. Wife is not obligated on the mortgage debt.

Husband shall be awarded the real property located at 4706 Nebraska Avenue, Nashville, TN 37209 free and clear of any claim by Wife. Husband shall be solely responsible for payment of all indebtedness and expenses associated with said property including, but not limited to, any and all liens, property taxes, homeowner's insurance, and repairs and maintenance. Wife shall execute a Quitclaim Deed to Husband upon receipt of all assets due to her under this Agreement.

5. **DEBTS.** The parties have no joint debts. Except as specifically set forth herein, each of the parties shall be responsible for any and all debts listed in their sole names, and shall and indemnify and hold the other party harmless thereon.

NOTICE: This Agreement does not necessarily affect the ability of a creditor to proceed against a party or a party's personal property, even though the party is not responsible under the terms of this Agreement for an account, any debt associated with an account or any debt. It may be in your best interest to cancel, close or freeze any jointly held accounts.

6. **BANK ACCOUNTS.** Each party shall maintain his or her own checking or savings accounts, and each is awarded all of the proceeds of any such accounts in his or her sole name, free and clear of any claims of the other party. Wife is specifically awarded the following bank accounts in her name free and clear of any claim by Husband: the Regions Bank checking account ending in 5444; the Regions Bank checking account ending in 1738; and, the Regions

Bank savings account ending in 8085.

7. **RETIREMENT ACCOUNTS.** Each party is awarded any and all retirement accounts and/or benefits in his/her name, and the other party is divested of any interest therein.

8. **HEALTH INSURANCE.** The Husband has health insurance that covers the Wife. Wife shall be responsible for providing health insurance coverage for herself upon the entry of the Final Decree of Divorce.

9. **ATTORNEY FEES.** Both parties acknowledge that Wife has been represented by attorney, Lisa Millican Ewing who has represented Wife only. Husband acknowledges that he was not represented by counsel in this matter and that said attorney, Lisa Millican Ewing, has not offered any advice or counsel to him regarding this matter. Further, Husband shall pay Wife $500.00 (five hundred dollars) of her attorney fees no later than the final hearing date of the divorce.

10. **COURT COSTS.** The parties shall equally divide the litigation tax and all costs of court incurred as a result of the pending action for absolute divorce.

11. **NON-DISCHARGEABILITY.** 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 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.

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12. Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing which shall reasonably be required for the purposes of effectuating the provisions and intent of this Marital Dissolution Agreement.

13. Subject to the provisions of this Marital Dissolution Agreement, Husband shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligation for which Wife or her estate may be or become liable. If Husband does incur such a debt, Husband shall indemnify and hold Wife harmless to the full extent of the amount of the debt/liability, including interest, expenses, legal expenses, and attorneys fees. Subject to the provisions of this Marital Dissolution Agreement, Wife shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligation for which Husband or his estate may be or become liable. If Wife does incur such a debt, Wife shall indemnify and hold Husband harmless to the full extent of the amount of the debt/liability, including interest, expenses, legal expenses, and attorney fees.

14. Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Wife and Husband hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the other, whether by way of statutory allowance, dower, curtesy, distribution in intestacy, right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties in this Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executors, administrators, and assigns, remise, release, and forever discharge the other of all claims, causes of action, demands,

and rights, in law or equity, which either party ever had or now has against the other, except any and all causes of action for divorce.

15. In the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this Marital Dissolution Agreement, he or she shall also be entitled to a judgment for reasonable expenses incurred in prosecuting such action including, but not limited to, attorney fees and court costs.

16. The parties desire that this Marital Dissolution Agreement be incorporated as a part of any final judgment of divorce that may hereafter be entered in the Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

17. This Marital Dissolution Agreement constitutes the entire understanding of the parties. There are no agreements or understandings between them, other than those agreements and understandings expressly mentioned in this Marital Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of them, other than those expressly mentioned in this Marital Dissolution Agreement. This Marital Dissolution Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

18. The parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Each party acknowledges and he/she has read this Marital Dissolution Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Marital Dissolution Agreement.

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19. **TAX LIABILITIES.** Both parties acknowledge that neither of them are relying upon any tax advice from, Lisa Millican Ewing who represents the Wife, and that said attorney has expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement.

If in connection with any joint Federal or state income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due therein shall be borne by the party whose income, deduction, or misreporting resulted in the deficiency. If the deficiency is the result of the joint income, joint deductions or joint misreporting of the parties, the amount to be paid by each party will be determined by a pro rata share based upon the most recent twelve month average of the gross income of the parties at the time deficiency becomes due.

20. The parties acknowledge that jurisdiction and venue are proper pursuant to Tenn. Code Ann. §36-4-104 (a) and Tenn. Code Ann. § 36-4-105 (a), and both parties waive all complaints as to any defects in jurisdiction or venue. Neither personal service of process nor service of process by publication shall be required. The signing of this Marital Dissolution Agreement by Husband before a notary public shall be in lieu of service of process and shall constitute a general appearance before the Court which shall give the Court personal jurisdiction over the Husband for the purpose of granting Wife a divorce on the ground of irreconcilable differences. Wife shall proceed to trial to obtain the divorce on the ground of irreconcilable differences.

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IN WITNESS WHEREOF, Wife has signed this Marital Dissolution Agreement on

8-24-11, 20 11, and Husband has signed this Marital Dissolution Agreement on

_____, 20____.

CHRISTINE JOHNSTON PLOTNER /Wife

GREGG M. PLOTNER/Husband

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, CHRISTINE JOHNSTON PLOTNER (Wife), with whom I am personally acquainted, and who acknowledged that she executed the within Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal this 29th day of August, 20 11.

TERRA FUQUAN
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

Sara Fuquan
NOTARY PUBLIC
My commission expires: 2/24/2014

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, GREGG M. PLOTNER, (Husband), with whom I am personally acquainted, and who acknowledged that he executed the within Marital Dissolution Agreement for the purposes therein contained.

Witness my hand and official seal this 29 day of AUGUST, 20 11.

TAMMY McQUEEN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires March 16, 2012

Tammy McQueen
NOTARY PUBLIC
My commission expires: 03/10/12

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IT IS FURTHER ORDERED AND ADJUDGED that the Wife is hereby restored to her maiden name of **CHRISTINE MARIE JOHNSTON.**

IT IS FURTHER ORDERED AND ADJUDGED that the Husband shall pay Wife $500.00 (five hundred dollars) of her attorney fees no later than the final hearing date of the divorce.

IT IS FURTHER ORDERED AND ADJUDGED that the parties shall equally divide the Court costs in this cause, for which execution may issue, if necessary.

IT IS FURTHER ORDERED AND ADJUDGED that the attorney for Wife, Lisa Millican Ewing, is released as attorney of record and/or surety in this cause and for the purpose of service if after thirty (30) days there has been no appeal or other activity by either party in this cause.

The Husband's address is: Gregg M. Plotner
4706 Nebraska Avenue
Nashville, TN 37209

The Wife's address is: Christine Johnston Plotner
420 Elmington Avenue, #1505
Nashville, TN 37205

ENTERED this 5th day of Dec, 2011.

HONORABLE CAROL SOLOMAN

APPROVED FOR ENTRY:

LISA MILLICAN EWING, BPR # 026294
EWING LAW OFFICE LLC
Attorney for Plaintiff/Wife
222 Second Avenue, North, Suite 419
Nashville, TN 37201
615-244-1582, Ext 301

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **Final Judgment of Divorce** has been forwarded, via U. S. Mail, first class, postage pre-paid to:

Gregg M. Plotner
4706 Nebraska Avenue
Nashville, TN 37209

on this the 5th day of Dec., 2011.

LISA MILLICAN EWING

CERTIFICATE OF SERVICE

DOCKET NO. 11D2478

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 7TH day of DECEMBER, 2011.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

LISA MILLICAN EWING, ATTORNEY
EWING LAW OFFICE
222 2ND AVE. NORTH, SUITE 419
NASHVILLE, TN 37201

GREGG M. PLOTNER
4706 NEBRASKA AVE.
NASHVILLE, TN 37209

TRUE COPY CERTIFICATION

I, Sherry A. Simon, do hereby make oath that I am a Licensed Attorney and/or the Custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Sherry A. Simon

Signature

State of Kansas

County of Johnson

Personally appeared before me, Justin Caddel, a notary public for this county and state, Sherry A. Simon, who acknowledges that this certification of an electronic document is true and correct and who signature I have witnessed.

Justin Caddel

Notary's Signature

My Commission Expires: 9/30/2019

JUSTIN CADDEL
Notary Public, State of Kansas
My Appointment Expires
9/30/2019

Notary's Seal (if on paper)