Karen Johnson Davidson County
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Fees: $87.00 Taxes: $0.00
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STATE OF TENNESSEE

I, JOSEPH P. DAY, 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 20 day of DECEMBER, 2022, in Docket Number 21D792 between FLEMING, DEREK ADOLPHUS, Plaintiff, and FLEMING, REGINIA MARIE, 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 JANUARY in the year two thousand twenty-three and in the 246th year of American Independence.

JOSEPH P. DAY, Clerk,

[SEAL] JOSEPH P. DAY CIRCUIT COURT CLERK

By: _____
Deputy Clerk

EFILED 12/20/22 06:... CASE NO. 21D792 Joseph... Day, Clerk

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DEREK ADOLPHOUS FLEMING]
Plaintiff,]
vs.]
] **DOCKET NO21D792**

REGINA MARIE FLEMING]
Defendant.]

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came to be heard on December 13, 2022 before the Honorable Laurence McMillan Judge of the Fourth Circuit Court for Davidson County, Nashville, Tennessee, upon the Wife's Counter-Complaint for Absolute Divorce filed and the Husband's Complaint for Divorce upon the expiration of the statutory waiting period; the Parties' executed Marital Dissolution Agreement; executed Permanent Parenting Plan; and the entire record herein, from all of which the Court finds the allegations in the Complaint are sustained by the proof; that is, that the Parties have irreconcilable differences. The Court affirmatively finds that the Marital Dissolution Agreement executed by the Parties provides for fair and equitable division of any-and-all property rights between the Parties. The Court further finds that the Permanent Parenting Plan executed by the Parties is in the best interest of the minor child, Derek Aiden Fleming, DOB 11/10/2005 that the Plan accounts for the adequate care, custody and control of the minor children.

This Final Judgment of Divorce does not necessarily enjoin a creditor from proceeding against either Party or their property, even though that Party is not responsible pursuant to the terms of the Marital Dissolution Agreement herein attached for an account

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or debt associated with an account. Therefore, it may be in the Parties' best interest to cancel, close or freeze any jointly held accounts.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff Wife, **Regina Fleming,** is awarded an absolute divorce from the Defendant/Husband, **Derek Fleming** on the ground of irreconcilable differences, with each party being restored to all rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Marital Dissolution Agreement and Permanent Parenting Plan executed by the parties is hereby approved and made a Judgment of the Court and both are incorporated herein as follows:

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

DEREK ADOLPHUS FLEMING, Plaintiff/Husband,	)	
vs.	)	Case No. 21D792
REGINIA MARIE FLEMING, Defendant/Wife.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between DEREK ADOLPHUS FLEMING (hereinafter referred to as "Husband") and REGINIA MARIE FLEMING (hereinafter referred to as "Wife"), subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Husband has instituted divorce proceedings against the Wife, same being Civil Action Number 21D792 in the Fourth 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 of their property and other matters of concern; and

WHEREAS, the parties hereto now wish to enter into a full and complete Marital Dissolution Agreement, which the parties hereby agree and stipulate makes full and adequate provision for the distribution of their property and division of their debt and further affirm is equitable and sufficient to settle any and all property rights between them and which Husband will ask the Court to approve and incorporate into a Final Decree of Divorce.

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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. Grounds: The Wife shall proceed to obtain a divorce on the grounds of irreconcilable differences, and each party shall be restored to all the rights and privileges of an unmarried person.

2. Minor Child: The parties acknowledge that there is one (1) minor child of this marriage, no children are currently expected, and a Permanent Parenting Plan is being filed contemporaneously herewith.

3. Real Property: The parties acknowledge that they jointly own an interest in the real property located at 1253 Blairfield Drive, Antioch, Tennessee 37203 ("marital residence"). The marital residence shall be listed for sale immediately, using a realtor a realtor the parties both agree on. The parties shall follow the recommendations of the realtor as to all matters associated with the listing and sale of the marital home.

Pending the sale of said property, the Wife shall continue to occupy the home. And the Husband shall pay the mortgage as ordered by this court on June 30, 2022. The Husband also promises that he will pay the mortgage on time and will inform the Wife if he is 5 days late on the payment of the mortgage. Each party shall maintain the financial status quo such that, until closing on the sale of the marital residence, Husband shall be responsible for the mortgage payment and all HOA fees future and current. The Wife is responsible for payment of the utilities (electric, water, gas), Cable, and Internet. Upon the sale of the marital residence and after payment of the first and second/subordinate mortgages held by Carrington Mortgage Services, Inc., the Revolving Credit Deed of Trust/HELOC held by US Community Credit Union, and any customary costs and fees associated with the sale, the parties shall divide the remaining proceeds at closing with 55% awarded

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to Wife and 45% to Husband. Out of the Husband's 45% share, the Husband shall pay any and all of his attorney fees that he owes his attorney. Wife will vacate the home at least 30 days after closing.

4. Personal Property: The parties shall each be awarded items of personal property that he or she brought to the marriage or were gifted to an individual party during the marriage or inherited by an individual party during the marriage. All remaining items of household furnishings located in the marital residence shall be divided equally by the parties as to all items on which an agreement can reached. For any remaining items upon which the parties do not agree, those items shall be divided by utilizing an alternate choice method with Wife having the choice of the first item. An item is considered a table with chairs, a set of dishes, matching end tables, etc. The parties shall alternate selection until all personal property is divided. Each party is divested of any interest in property awarded to the other party.

The parties shall cooperate with the realtor as to the best time to remove personal property from the marital residence, but in any event, all personal property shall be removed no later than the closing on the sale of the residence.

5. Wife's Vehicle: The Wife shall be awarded all right, title and interest in and to the 2021 Jeep Rubicon (VIN [redacted] which is encumbered and is titled solely to Wife, free and clear of any claims from the Husband. Wife shall assume and hold Husband harmless from any and all indebtedness on this vehicle. The Husband shall execute any documents necessary to transfer title of said vehicle to the Wife on or before the date of entry of the Final Decree of Divorce in this cause. Upon her signature to this document, Wife is responsible for obtaining and maintaining

vehicle insurance on any vehicle awarded to her.

6. Husband's Vehicle: The Husband shall be awarded all right, title and interest in and to the 2009 Mercedes 550 in his possession (VIN# [redacted] which is

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unencumbered and titled solely to Husband, free and clear of any claims from the Wife. The Wife shall execute any documents necessary to transfer title of said vehicle to the Husband on or before the date of entry of the Final Decree of Divorce in this cause. Husband shall remain responsible for maintaining automobile insurance on the vehicle awarded to him.

7. Bank Accounts: The parties have the following bank accounts:

Account:	Number:	Owner:	Award to:
Reliant Bank	X[redacted]	Husband/AFG	Husband
First Eagle ckg	X[redacted]	Wife	Wife
First Eagle svgs	[redacted]	Wife	Wife
Regions ckg	X[redacted]	Wife	Wife
Regions svgs	[redacted]	Wife	Wife*
Southeast Fin CU	[redacted]	Wife	Wife*

The parties are each awarded the above accounts that are in his or her sole name and any interest of the other party is divested therefrom. The parties warrant that there are no other accounts held separately or jointly not listed here.

8. Retirement Accounts/Pensions: The Husband owns a Retirement Plan/pension administered by AIG. This plan is awarded solely to Husband and any interest of Wife in and to said account is divested from her and vested solely in Husband.

Wife owns a 401k/457 retirement plan administered by her employer, the State of

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Tennessee under ID5317543. This plan is awarded solely to Wife and any interest of Husband in and to said account is divested from him and vested solely in Wife. Wife further has a pension plan with the State of Tennessee, Tennessee Consolidated Retirement System. Wife's pension is awarded solely to Wife and any interest of Husband in and to said account is divested from him and vested solely in Wife.

9. Life Insurance: Each party is awarded any life insurance policies whether term or Whole life in his or her sole name. Both parties agree to obtain life insurance on their lives in the amount of $150,000.00 naming the minor child as sole beneficiary.

10. Stock: Each party shall receive all right, title and interest in and to any and all stock accounts maintained in his or her respective name, not otherwise provided for herein, all free and clear of any claims from the other party.

11. Debts: The parties warrant that there are no debts on which they are jointly liable. Husband agrees to assume and hold Wife harmless from any judgment or action taken against him for any federal money he received during and for COVID-19. This includes any EIDL loans or any PPP (Paycheck Protection Program) from the Small Business Association.

The Husband agrees to immediately stop making any withdraws from the HELOC associated with the marital home.

Wife is otherwise solely and separately responsible for payment of any debts, including but not limited to credit cards, medical bills, personal or business loans, and other indebtedness incurred in her sole name and shall indemnify and hold the Husband harmless from repayment thereof. Further, Husband shall be solely and separately responsible for the payment of any debts, including but not limited to credit cards, medical bills, personal or business loans and other

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indebtedness incurred in his sole name and shall indemnify and hold the Wife harmless from repayment thereof.

Any joint credit cards shall be closed as of the entry of the Final Decree in this cause. Each party shall remove the other as an authorized user on credit cards held in his/her individual name, and both agree to timely cooperate to achieve said removal as an authorized user within thirty (30) days of entry of the Final Decree of Divorce in this cause. Neither party shall make any further charges against the credit of the other party following the execution of this Agreement.

12. Health Insurance: Upon the entry of the Final Decree of Divorce, each party shall be responsible to maintain or obtain his or her own health insurance coverage, and they agree that each party shall be responsible for maintaining and paying for his or her own health insurance coverage and his or her own outstanding medical bills, if any, following the divorce in this cause. Wife has filed or will file the required Notice Regarding Health Insurance with the Court.

13. Alimony: Husband shall pay to Wife transitional alimony pursuant to Tenn. Code Ann. § 36-5-121(g) for the period defined as the first day of the month following the closing on the sale of the marital residence through November 1, 2023. The monthly payment amount is $500.00 and shall be paid on or before the 1st of each month during the stated period. Transitional alimony shall terminate upon the death of the Husband or the death of the Wife.

14. Attorney's Fees and Court Costs: Each party shall be responsible for payment of his or her own attorney's fees in connection with this action for divorce. The parties shall equally pay the Court costs of this cause.

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15. Business Interests: Husband maintains two (2) businesses: Aiden Financial Group, Inc. and Collardz LLC. These entities are awarded solely to Husband along with any assets of same, and Wife waives any interest she may have therein. Husband shall be solely responsible for and hold Wife harmless from any indebtedness or liability associated with either business entity. Specifically, Husband is responsible for all indebtedness associated with the SBA/PPP loans he has received in federal aid as a consequence of COVID-19 and the worldwide pandemic.

16. Income Taxes: The parties have always and shall continue to file separate tax returns. If in connection with any joint Federal Income Tax Returns previously filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due shall be borne by either or both the parties, depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties, (and if so, to that extent), or out of a joint income deduction. In such case, the party responsible for the deficiency, or additional taxes owed, together with interest and penalties assessed shall indemnify and hold harmless from any liabilities, assessments, deficiencies, and other costs, including, but not limited to attorney fees, accountant fees, arising by reason of the spouse's failure to pay taxes or accurately report same. In addition, each party agrees that he or she will hold the other harmless from any and all financial responsibility to the federal or state taxing authorities for later imposed tax payments, deficiencies, penalties or interest and/or costs related to amendments the responsible spouse. The parties further agree that any costs or fees necessary to defend any deficiency, penalty or interest claim or any other taxing authority claims with respect to the parties' joint federal or state tax returns shall be

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assumed and paid by the responsible party. The parties understand that the Internal Revenue Service is not subject to state divorce decrees or the arrangements in them. The parties agree that in the event a tax debt is incurred due to the actions of the other party that they will allow the other spouse to file a Form 8857 ("Innocent Spouse") with the Internal Revenue Service with no opposition.

Further, the parties acknowledge and affirm that neither of their attorneys, in preparing this Agreement and in the course of their representation, have advised, nor will they advise, either party as to any outstanding income tax liabilities or any tax consequences of any transfer of both real and personal property, including but not limited to retirement benefits, 401(K) plans, IRAs, or other pension plans. The parties hereby acknowledge that each has been encouraged to seek other independent advice as to potential tax consequences, penalties of transfer, and filing of taxes, local, state and federal.

17. T.C.A. § 36-4-134 - NOTICE. This Agreement does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the Agreement for an account, any debt associated with an account or any debt. It may be in the party's best interest to cancel, close or freeze any jointly held accounts.

18. 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 nondischargeable in the event of the bankruptcy of the obligor

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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.

19. 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 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.

20. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement or to defend a proceeding brought against him or her, the prevailing party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting or defending the action.

21. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

22. 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,

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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.

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

24. It hereby is affirmed by each party, by their respective signatures hereto, that neither party at the time of the execution of this Agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce. Further, 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.

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

26. 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 provisions of this Agreement, said provisions being severable.

27. 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.

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28. 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.

29. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding indebtedness other than any 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.

30. The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, bank accounts, and Last Will and Testament. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

31. The parties further agree that by executing this Agreement, they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising

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from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

32. Each party hereby represents and warrants that a full disclosure of all assets and liabilities has been made to the other party during the course of these proceedings, and 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.

33. The parties further acknowledge that they are waiving their respective rights to pursue further written or oral discovery and wish to proceed upon the information now known to them.

34. Wife is represented by Lorraine Wade and Husband is represented by Robert Greene. Both parties agree that they entered into this agreement independent of counsel and under their own volition.

35. Payment of attorney fees- Wife agrees that she shall pay to her attorney Lorraine Wade, the sum of $14,100.00 which are attorney's fees being billed for this matter. The parties also agree that the Wife shall pay the fees from her share of the proceeds from the sale of the marital home. The closing company for the sale of the home is directed to make a check in the amount of $14,100.00 payable to:

Lorraine Wade, 199 Enon Springs Road W Suite 100 Smyrna, Tennessee 37167

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36. This Agreement shall be presented to the court at the final hearing in the above-captioned matter and incorporated into the Final Decree of the court in said case. The parties agree that any future disputes arising under this Marital Dissolution Agreement shall be governed by the laws of the State of Tennessee.

DEREK ADOLPHUS FLEMING

REGINA MARIE FLEMING

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Regina M. Fleming, a Notary Public in and for the aforesaid County and State, REGINA MARIE FLEMING, 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 Davidson County, Tennessee, this 10th day of October, 2022.

RUTHERFORD COUNTY TENNESSEE NOTARY PUBLIC MONICA LOUISE PRUITT

NOTARY PUBLIC

My Comm. Expires: 2-24-2026

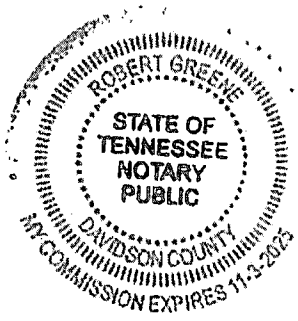
STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Robert Greene, a Notary Public in and for the aforesaid County and State, DEREK ADOLPHUS FLEMING, 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.

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Witness my hand in Antioch, Tennessee this 6th day of October, 2022.



NOTARY PUBLIC

My Comm. Expires: 11/3/25

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