Karen Johnson Davidson County
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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 FINAL DECREE OF ABSOLUTE DIVORCE heretofore filed in the FOURTH Circuit Court for Davidson County, Tennessee, on the 30 day of NOVEMBER, 1990, in Docket Number 89D4592 between ODOM, ORIN CLAYTON SR, Plaintiff, and ODOM, JACQUELINE ABSEY, 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 15 day of MAY in the year two thousand twenty-three and in the 246 year of American Independence.

JOSEPH P. DAY, Clerk,

[SEAL] JOSEPH P. DAY CIRCUIT COURT CLERK

By: _____

Deputy Clerk

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R. ROGER R. CLERK
DC

IN THE PROBATE COURT OF THE TWENTIETH JUDICIAL DISTRICT
IN AND FOR THE STATE OF TENNESSEE, COUNTY OF DAVIDSON
AT NASHVILLE

ORIN CLAYTON ODOM, SR.,	)	
	)	
Plaintiff/	)	
Counter-Defendant,	)	
	)	
vs.	)	NO. 89D-4592
	)	
JACQUELINE ABNEY ODOM,	)	
	)	
Defendant/	)	
Counter-Plaintiff.	)	

FINAL DECREE OF ABSOLUTE DIVORCE

This cause came on to be heard before the Honorable James R. Everett, Jr., Judge, Probate Court, Twentieth Judicial District, on the 30th day of November, 1990, upon the Plaintiff's Complaint for Absolute Divorce and upon the written, notarized Marital Dissolution Agreement executed by the parties. Upon hearing the testimony of the Plaintiff and upon the entire record in this cause, all from which the Court finds that the parties, they and each of them, have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce, pursuant to T.C.A. §36-4-101(11).

The Court further finds that the parties, they and each of them, have made adequate, equitable and sufficient provision by written agreement for the disposition and settlement of any property rights between themselves; and more specifically the terms of said Agreement as follows:

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IN THE PROBATE COURT OF THE TWENTIETH JUDICIAL DISTRICT
IN AND FOR THE STATE OF TENNESSEE, COUNTY OF DAVIDSON
AT NASHVILLE

ORIN CLAYTON ODOM, SR.,	)	
	)	
Plaintiff/	)	
Counter-Defendant,	)	
	)	
V.	)	Docket No. 89D-4592
	)	
JACQUELINE ABNEY ODOM,	)	
	)	
Defendant/	)	
Counter-Plaintiff.	)	
	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is entered into by and between the Plaintiff/ Counter-Defendant, **ORIN CLAYTON ODOM, SR.**, (hereinafter referred to as "Husband") and the Defendant/Counter-Plaintiff, **JACQUELINE ABNEY ODOM** (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 being that each party has instituted a divorce proceeding against the other, with the Complaint for Absolute Divorce and Counterclaim being filed in the Probate Court of the Twentieth Judicial District of 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 support obligations, property rights, the payment of debts and to enter into a contract for the equitable settlement of such rights and obligations, not only for the present, but for the future, it being the intention of the parties, they and each of them, that such contract will be effective with respect to their property and other matters of concern.

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NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. The parties acknowledge that they are the natural parents of two (2) children, namely: Orin C. Odom, Jr., born January 6, 1965, and Bryan F. Odom, born August 31, 1967. Both children have reached the age of majority or are otherwise emancipated.

2. The parties own two (2) parcels of real property as tenants by the entireties located at 6222 Homeland Drive, Nashville, Davidson County, Tennessee, and 3706 Clarksville Highway, Nashville, Davidson County, Tennessee. With respect to said real property, the parties agree as follows:

a. The lot and residence located at 6222 Homeland Drive shall become the residence of the Wife and the Husband shall make alternative living arrangements within thirty (30) days after the entry of the Final Decree. Thereafter the Husband will be responsible for the timely payment of the mortgage, taxes, and insurance and shall hold the Wife harmless therefrom. The Wife shall be responsible for the timely payment of all utility bills and expenses regarding the security alarm for the residence and shall hold the Husband harmless therefrom. The title to the real property shall remain in the names of both parties until such time as it may be necessary to sell said property. Additionally:

(1) The Wife may have a relative or roommate reside with her in the marital home as long as said relative or roommate is not of the opposite sex. Should the Wife reside with a relative or roommate of the opposite sex said real property shall be placed on the market for sale as soon as commercially reasonable upon terms and conditions mutually agreeable to both

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parties and the equity derived therefrom shall be equally divided between the parties.

(ii) Upon the remarriage of the Wife, said real property shall be placed on the market for sale as soon as commercially reasonable upon terms and conditions mutually agreeable to both parties and the equity derived therefrom shall be equally divided between the parties.

(iii) Whichever party predeceases the other, all equity in said real property shall be equally divided with the Husband's interest therein being given to the parties' son, Bryan F. Odom, according to the distribution provisions contained in the Husband's existing Will.

b. The parcel of real property located at 3706 Clarksville Highway, Nashville, Davidson County, Tennessee, is presently being offered for sale on the real estate market. Upon the sale of said real property, the equity derived therefrom shall be equally divided between the parties.

3. The parties own the following automobiles titled in the name of the Husband, To-Wit: A 1976 Cadillac Seville, a 1984 Mercedes 300 CD, and a 1988 Ford Escort. The Wife shall receive the Cadillac Seville which is unencumbered and shall hold the Husband harmless from any indebtedness which may accrue regarding this automobile. The Husband shall keep the remaining two (2) automobiles which are unencumbered and shall hold the Wife harmless from any indebtedness which may accrue regarding said automobiles.

4. The parties shall divide and equally share the silverware and china accumulated during the marriage as well as equally divide any funds on deposit in the parties' joint bank account.

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5. The Wife shall be entitled to keep all household appliances, the Dining Room, Living Room, Master bedroom, and Den furniture presently located in the marital residence.

6. The Husband agrees to pay to the Wife alimony in solido in the amount of Eight Thousand Four Hundred Dollars ($8,400.00) payable at the rate of Three Hundred Fifty Dollars ($350.00) per month for Twenty-four (24) consecutive months commencing within one (1) month of the date of entry of the Final Decree of Divorce.

7. The parties agree that Wife, Jacqueline Abney Odom, who shall be known as "the Alternate Payee", is entitled to receive, as a portion of Jacqueline Abney Odom's share of the marital property, one-third of the accrued benefits as of the date of the Final Decree of Divorce and one-third of all future benefits held in the defined Pension Benefit Plan of Husband, Orin Clayton Odom, Sr., who shall be known as "the Participant".

The parties agree that this Agreement as incorporated in the Final Decree of Divorce shall constitute a Qualified Domestic Relations Order and will be entered with the Court in order to provide for the division of the benefits held for the Participant in the above stated plan as required by Section 414(p) of the Internal Revenue Code and 299 U.S.C. Section 1056(d).

The parties were married on August 11, 1964. The present mailing address of the Participant is 6222 Homeland Drive, Nashville, Tennessee, 37218, and the Participant's social security number [redacted] The present mailing address of the Alternate Payee is 6222 Homeland Drive, Nashville, Tennessee 37218, and the Alternate Payee's social security number is [redacted]

The Participant is employed by South Central Bell and is a Participant in the Bell South Management Pension Plan,

hereinafter known as "the plan". This plan is tax qualified under the applicable provision of the Internal Revenue Code.

The Participant presently has an accrued benefit in the plan, evidencing benefits which are being held for him in trust, with payment to be made to him upon the occurrence of certain events, specified in the trust, amount such events being death, disability, retirement or termination of employment. The interest of the Participant is one hundred percent (100%) vested.

The name and address of the trustee of the plan is: Bell Employers Benefit Committee, Bell South Corp., 1155 Peachtree Street, N.E., Room 7B09, Atlanta, Georgia 30367-6000.

The Alternate Payee is entitled to receive one-third portion of the present and future benefits so held for the Participant in the plan as a part of the Alternate Payee's share of the marital property, and, therefore is an "Alternate Payee" as defined by Section 414(p)(8) of the Internal Revenue Code and 29 U.S.C. 1056(d)(3)(K).

This Agreement is intended to be the basis of a Qualified Domestic Relations Order pursuant to Internal Revenue Code Section 414(p) and 29 U.S.C. Section 1056(d)(3)(H)(ii).

The amount due to the Alternate Payee, under this Agreement, shall be payable to the Alternate Payee under the survivor rights herein specifically provided for and shall in no way be affected by the death or remarriage of the Participant.

A sum equal to one-third of the amount of the accrued benefits of the Participant in the plan as of the date of the Final Decree of Divorce is hereby awarded and shall be transferred to the Alternate Payee and a sum equal to one-third of all future accruals of the Participant in the plan is hereby awarded to the Alternate Payee.

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The benefits awarded to the Alternate Payee shall be transferred to the Alternate Payee, upon Participant's attainment of the 'earliest retirement age" which date is July 5, 1996 by forwarding to 6222 Homeland Drive, Nashville, Tennessee 37218, or in the event of the Alternate Payee's death, to a beneficiary properly designated by the Alternate Payee, as soon as administratively feasible, upon the Alternate Payee's execution of all appropriate documents required by Federal law to be executed by distributees of qualified retirement plan assets.

The Alternate Payee shall not be treated as a "surviving spouse" for purposes of Internal Revenue Code Sections 401(a)(11) and 417 with respect to any portion of the remaining account balances of the Participant.

The benefits awarded hereunder shall not be assigned, pledged or otherwise transferred, voluntarily or involuntarily, prior to the receipt of such benefits by the Alternate Payee.

An attested copy of the order based on this Agreement is to be served upon the trustee of the plan immediately after entry.

This Agreement is subject to, and may be modified to the extent required by the Internal Revenue Code, the Employee Retirement Income Security Act, amendments to either, and to the regulations promulgated thereunder, where applicable to the matters set forth herein.

The parties acknowledge that the Agreement herein has been drafted to comply with all rules and regulations of a qualified domestic relations order and has been submitted to Husband's employer. In the event that said Order is not approved for any reason as a qualified domestic relations order so that said funds are vested in Wife as represented by the intent of the parties in Paragraph 7 of this Marital Dissolution Agreement, the parties

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reserve the right to seek such clarification by order as may be necessary to effectuate their intent to divide the Husband's pension plan.

8. The Husband presently has a life insurance policy in the amount of One Hundred Fifty Thousand Dollars ($150,000.00). With regard to said policy, the Husband agrees to keep the same in full force and effect and shall not reduce the amount of said policy. Upon the untimely death of the Husband all proceeds from the policy shall escheate to his Estate and said proceeds shall be distributed according to the terms of the Husband's Will presently existing, except that the mortgage on the marital residence located at 6222 Homeland Drive, Nashville, Davidson County, Tennessee shall immediately thereafter be paid first prior to any distribution of the policy's proceeds to the Husband's heirs and assigns. Should the marital home have been sold according to the provisions of Paragraph No. 2, supra, all proceeds from said policy shall escheate to the Husband's Estate, distribution being governed by the provisions of the aforesaid Will.

9. Each party shall be responsible for their respective attorney fees and the costs of this cause shall be assessed equally between the parties.

IT IS understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Probate Court of the Twentieth Judicial District of Tennessee, and submitted to the Court for ratification and incorporated into the Final Decree of Divorce between the parties.

IT IS further understood by and between the parties that this Agreement is intended to be a final settlement of all property rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of

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their marital relationship, except as provided herein. The parties do hereby waive and relinquish to the other all rights or claims which each may have or hereinafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, statutory allowance, homestead rights, right to take against the will of the other, inheritance, decent or distribution, or the right to act as the Administrator or Executor of the other's Estate, except as provided by the terms of this Agreement; said Agreement being applicable to all property now owned by the Husband and the Wife, individually or jointly, or any property that either may acquire in the future.

IT IS further understood by and between the parties that, except as otherwise provided by the terms of this Agreement, any and all documents heretofore executed by either party which designate the other party as a beneficiary shall be and the same are hereby expressly revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs and bank accounts. It being the intent of the parties that neither of them shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise specifically provided by the terms of this Agreement, or unless a new beneficiary designation is hereinafter executed designating the other as a beneficiary.

The parties acknowledge that there are no assets owned by either of them, either jointly or individually, and that they have no interest in any assets which are not reflected by the terms of this Agreement. The parties do hereby warrant and represent that they have made full disclosure to the other of all assets in which they have an interest.

The parties acknowledge and warrant that this Agreement was entered into without undue influence, fraud, coercion, or

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misrepresentation or for any other reason not set forth herein.

The provisions of this Agreement and their consequential legal effect are fully known by the parties, they and each of them, and the parties, they and each of them, acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and with the advice of counsel.

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

In the event that a court of competent jurisdiction should hold any provision of this Agreement to be invalid, such invalid provision shall not have any effect upon the remaining provisions of this Agreement, and accordingly the agreements and separate provisions of this Agreement are severable.

The parties agree that as part of the consideration for executing this Agreement, each party shall willingly execute and deliver any and all instruments and documents necessary or required to implement the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Orin Clayton Odom Sr. — ORIN CLAYTON ODOM, SR.

Jacqueline Abney Odom — JACQUELINE ABNEY ODOM

Copy

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, ORIN CLAYTON ODOM, SR., with whom I am personally acquainted, and who acknowledged to me that he signed the within MARITAL DISSOLUTION AGREEMENT as his free act and deed for the purposes therein contained this 2nd day of November, 1990.

Carrie Dawn Menchaca
NOTARY PUBLIC

My Commission Expires:
10-9-91.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, JACQUELINE ABNEY ODOM, with whom I am personally acquainted, and who acknowledged to me that she signed the within MARITAL DISSOLUTION AGREEMENT as her free act and deed for the purposes therein contained this 6th day of November, 1990.

Kathryn L. Roberts
NOTARY PUBLIC

My Commission Expires:
11-21-92.

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IT IS THEREFORE ADJUDGED, DECREED AND ORDERED that he bonds of matrimony binding the parties hereto be and the same are absolutely and forever dissolved and that the Husband is hereby awarded an Absolute Divorce from the Wife, the parties being: Orin Clayton Odom, Sr., 6222 Homeland Drive, Nashville, Tennessee 37218; and Jacqueline Abney Odom, 6222 Homeland Drive, Nashville, Tennessee 37218 and that the parties, they and each of them, are vested with all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED that the Wife's Counter-Complaint filed in this cause be dismissed and that each party shall be responsible for their respective attorney fees.

IT IS FURTHER ORDERED that the parties' Marital Dissolution Agreement is ratified and incorporated into this Final Decree and that the costs of this cause be assessed equally between the parties.

All for which let execution issue, if necessary.

IT IS ACCORDINGLY SO ORDERED.

This 30th day of November, 1990.

JAMES R. EVERETT, JR.,
JUDGE, PROBATE COURT

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SUBMITTED FOR ENTRY:

THOMAS EDWARD NELSON
Sup. Ct. Reg. No. 13602
Attorney for Husband
2108 Parkway Towers
404 James Robertson Parkway
Nashville, Tennessee 37219
Telephone: 615/244-7707

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Absolute Divorce has been furnished by U.S. Mail, prepaid postage affixed to William P. Griffin, IV, Attorney for Wife, 301 Realtors Building, 306 Gay Street, Nashville, Tennessee 37201, this 30th day of November, 1990.

THOMAS EDWARD NELSON