STATE OF TENNESSEE

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Karen Johnson
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Fees: $87.00 Taxes: $0.00
Davidson County
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SAMY FAWZY SAMAN GIRGIS
[Plaintiff(s)]

vs.

Docket No: *22D1663*

LAURICE HELMY MALIKA MEAWAD
[Defendant(s)]

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 above styled case on April 24, 2024 in the Third Circuit Court for Davidson County, Tennessee, 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, on July 8, 2024.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk

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

SAMY FAWZY SAMAN GIRGIS Plaintiff, Husband v.	
LAURICE HELMY MALIKA MEAWAD, Defendant, Wife.	Case No. 22D1663

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 24th day of April, 2024, before the Honorable Phillip Robinson, Judge of the Third Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Husband and the Counter-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 submitted to the Court for approval, testimony of the Wife in open Court and statement of counsel, from all of which the Court finds as follows:

This cause was filed on November 10th, 2022, and has been pending for more than sixty (60) days. The parties have fully complied with the provisions of T.C.A. §56-7-2366. There exist between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible;

The Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the judgment of this Court;

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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 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 THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

SAMY FAWZY SAMAN GIRGIS, Plaintiff/Husband, v. LAURICE HELMY MALIKA MEAWAD, Defendant/Wife.	Case No. 22D-1663

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between SAMY FAWZY SAMAN GIRGIS (hereinafter referred to as "Husband") and LAURICE HELMY MALIKA MEAWAD (hereinafter referred to as "Wife"), 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 Husband has instituted divorce proceedings against the Wife, same being Civil Action Number 22D-1663 in the Third 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.

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:

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Wife initials here → LM

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1. DIVORCE. The Wife shall proceed 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. The parties acknowledge that there are no minor children born of this marriage.

2. REAL PROPERTY. The parties acknowledge that they are joint owners of the real property ("Marital Residence") located at 1412 Eagle View Blvd., Antioch, TN, 37013, Map & Parcel No: 163-07-0-A-021.00 CO, which is more specifically described as follows:

> Land in Davidson County, Tennessee, being Lot No. 21 on the Final Plat of Ridgeview UDO, Phase One, as of record in Instrument No. 20080603-0056596, Register's Office for Davidson County, Tennessee, to which Plat reference is hereby made for a more complete and accurate legal description of said lot.
>
> Being the same property conveyed to Samy Girgis and Laurice Malika, husband and wife by virtue of a deed from Parkside Builders, LLC, a Tennessee Limited Liabilty Company recorded on June 06, 2019 in Instrument No. 20190606- 0054131 in the official records of the Davidson County Recording Office

The property is encumbered, and Husband represents that Wife is not obligated on the mortgage indebtedness for this property. The parties agree that they shall be Joint Tenants with Right of Survivorship. Husband shall continue to be the sole obligor on the mortgage indebtedness. Within fourteen (14) days from the date of the entry of the Final Decree of Divorce, the Parties shall execute a Quit Claim Deed which will convert the parties' ownership rights from those of married persons to Joint Tenants with Right of Survivorship. Wife or her agent shall be responsible for preparing and presenting said Quitclaim Deed for Husband's execution. In the event that either party fails to execute the Quitclaim Deed as reflected herein,

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Wife initials here → L M

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the other party may record this Marital Dissolution Agreement with the Register of Deeds in order to effectuate the terms of this Agreement.

Following the execution of this Agreement, Husband shall have exclusive possession of the Marital Residence. The Husband shall transfer all household bills into his name upon execution of this agreement, and shall be responsible for his own personal living expenses and the expenses of the marital home including, outstanding mortgage indebtedness, property taxes, insurance, utilities and other expenses in connection with said property and shall indemnify and hold the Wife harmless from repayment thereof. Wife shall pay costs related to her own living expenses including rent, utilities, and her personal expenses.

In thirty (30) months from the date of execution of this Marital Dissolution Agreement, on October 4, 2026, Husband shall vacate the Marital Residence, 1412 Eagle View Blvd., and Wife shall thereafter have exclusive possession of said residence. Wife shall at that time transfer all household bills into her name and shall pay all monthly payments on the outstanding mortgage indebtedness, property taxes, insurance, utilities and other expenses in connection with said property. Husband shall provide Wife, via first class mail, a copy of each monthly mortgage statement at least ten days in advance of mortgage due date. If the statement does not include a payment coupon for Wife to send with payment to mortgage holder, Husband must give Wife access to the mortgage account online or give permission to the mortgage holder for them to speak directly with Wife for purposes of taking payment. Wife shall make timely payments directly to the mortgage lender. As of the execution of this contract, Amerihome Mortgage Company, LLC, holds the mortgage. All of the above notwithstanding, in the event that the Wife become more than thirty (30) days delinquent on mortgage payments in arrears, Husband may

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file a motion with the Court for additional relief.

3. **HOUSEHOLD FURNITURE AND FURNISHINGS.** The parties have agreed to an equitable division of all their items of household furniture and personal property. Husband and Wife shall each receive the items of property currently in his or her possession, free and clear of their spouse. Each party shall receive as their separate personal property their clothing, jewelry, personal effects, shoes, and accessories and items which were gifted to them, inherited by them, or which they brought into the marriage. Each party shall receive these items free and clear of any claim, title, right and/or interest of the other party. Wife shall have two (2) hours uninterrupted in the marital home to gather her belongings within ten (10) days of the execution of this Agreement, on a date agreed upon by the parties through counsel. Husband shall not be present while Wife is in the home, but one or both of their children will be with Wife.

4. **VEHICLES.** The Husband shall receive all right, title and interest in and to the vehicle which he drives, which is unencumbered and titled in his own name, free and clear of any claims from the Wife.

5. **BANK AND INSTITUTIONAL ACCOUNTS.** The parties acknowledge that they own no joint accounts, and they agree that each party shall retain all right, title and interest in and to any and all bank accounts, retirement and pension benefits, and other accounts, intellectual property rights, and assets maintained in his or her respective name, all free and clear of any claims from the other party.

6. **DEBT.** The parties acknowledge that they have no joint debt, and they agree that each party shall be responsible for the payment of any and all credit card debts, personal loans, business loans, medical bills, and other outstanding indebtedness incurred in his or her respective

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name and shall indemnify and hold the other party harmless from repayment thereof. Neither party shall make any further charges against the credit of the other party following the execution of this Agreement.

7. **HEALTH INSURANCE.** Each party currently maintains their own health insurance coverage, and they agree that following the divorce in this cause, each party shall continue to be responsible for maintaining and paying for his or her own coverage.

8. **ATTORNEYS FEES AND COURT COSTS.** Each party shall be responsible for the payment of his or her own attorney's fees in connection with this action for divorce, and the remaining unpaid Court costs of this cause shall be taxed to Husband.

9. **RESTRAINING ORDER.** A permanent injunction and restraining order shall issue enjoining and restraining Husband from coming about, calling, abusing, harassing, threatening, or bullying Wife in any matter whatsoever.

GENERAL PROVISIONS

1. **BANKRUPTCY:** 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 spouse pursuant to 11 U.S.C. 523(a)(5). However, the parties acknowledge the determination of any issue arising under this section is in the exclusive jurisdiction of the United States Bankruptcy Court.

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

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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.

2. **ENFORCEMENT.** 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.

3. **INCORPORATION INTO FINAL DECREE.** It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Third Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

4. **TORT CLAIMS.** 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

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

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 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.

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

6. **VOLUNTARY AGREEMENT.** 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.

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

8. **SEVERABILITY.** 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.

9. **EXECUTION OF DOCUMENTS.** It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly

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Wife initials here → L M

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execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

10. **AMENDMENT OF AGREEMENT.** 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.

11. **INDEBTEDNESS.** 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.

12. **REVOCATION OF BENEFICIARY.** 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.

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13. **TAXES.** The parties agree that if in connection with any joint Federal or State 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 party, (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 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 to the parties joint tax returns, which may arise from any understatement of income, overstatement of deductions and/or tax credits, loss carryovers, tax shelters, or any other reason relating to income receive by or assets controlled by 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 assumed and paid by the responsible party.

14. **DISCOVERY.** By signing this Agreement, each party indicates that he or she does not want to proceed with additional formal discovery, including completing additional Interrogatories and Requests for Production of Documents or discovery depositions that are designed to discover assets and debts. The parties further released their respective attorneys of record from any obligation to complete the discovery process.

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15. T.C.A. 36-4-134. 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.

16. PRO SE ACKNOWLEDGEMENT. Husband acknowledges he had ample opportunity to retain counsel prior to the execution of this Agreement, but Husband voluntarily elected to proceed in this matter without counsel. Husband further acknowledges he did not receive legal advice from Wife's counsel and Wife's counsel only represents the interests of Wife.

17. ATTORNEY WITHDRAWAL. Upon the date of entry of the Final Decree of Divorce in this cause, the Wife's attorney, Michelle Marshall, shall be allowed to withdraw as attorney of record for the Wife. Following the date of divorce, the attorney shall not have any further responsibility or obligation to her respective client in this cause.

18. FULL DISCLOSURE. Husband and Wife warrant and represent to the other that there are no assets owned by them, either jointly or individually, and that neither has an interest in any assets which are not reflected by the terms of this agreement. 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 the Agreement, which was not disclosed during these proceedings, that party shall be entitled to receive an equitable division of the value of said discovered asset, including any decrease or increase in the value thereof since the execution of this Agreement.

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x Laurice Malika

LAURICE HELMY MALIKA MEAWAD
WIFE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Kevin D Sykes Jr, a Notary Public in and for the aforesaid County and State, LAURICE HELMY MALIKA MEAWAD, 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 Antioch, Tennessee, this 5th day of April, 2024.

K D Sykes

NOTARY PUBLIC

My Comm. Expires: July 7, 2025

KEVIN D. SYKES JR.
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 7-7-2025

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x Samy FAWZY SAMAN GIRGIS
SAMY FAWZY SAMAN GIRGIS
HUSBAND

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Lynnette Lawhon, a Notary Public in and for the aforesaid County and State, SAMY FAWZY SAMAN GIRGIS, 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 5th day of April, 2024.

NOTARY PUBLIC

My Comm. Expires: 10/4/2027

LYNNETTE LAWHON NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

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Pursuant to T.C.A. 36-4-134, this Decree 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 Decree 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.

IT IS FURTHER ORDERED that Attorneys of record for each party are relieved from any further responsibility as counsel of record for their purpose of service if after thirty (30) days there has been no appeal or other activity by either party in this cause.

IT IS FURTHER ORDERED that any remaining Court costs of this cause shall be taxed to Husband.

ACCORDINGLY, IT IS SO ORDERED, ADJUDGED AND DECREED.

Entered this 24 day of April, 2024.

JUDGE PHILLIP ROBINSON

APPROVED FOR ENTRY:

/s/ Michelle Marshall

Shyanne Coe-Riddle, #35086
Michelle Marshall, #038817
Attorneys for Plaintiff
Advocating Opportunity
P.O. Box 60032
Nashville, Tennessee 37206
(855) 855-1945 ex 409
mma@advocatingopportunity.com

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was sent via US Mail and Electronic Mail to:

Samy Fawzy Saman Girgis
1412 Eagle View Blvd.
Antioch, TN 37013
Samy11211@yahoo.com

on this 11th day of April 2024.

/s/ Michelle Marshall
MICHELLE MARSHALL