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Requested By:
FIRST CENTENNIAL - RENO
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 27 Fee: 40.00
BK-808 PG-1441 RPTT: 0.00



SPACE ABOVE FOR RECORDERS USE

DIVORCE DECREE & MARITAL SETTLEMENT AGREEMENT

(Title of Document)

Please complete Affirmation Statement below:

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: (state specific law).



SIGNATURE

TITLE

SUZANNE T. PATRIDGE
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMODATION ONLY. NO LIABILITY EXPRESSED OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

FIRST CENTENNIAL TITLE COMPANY

SPACE BELOW FOR RECORDER

1 No. 07-01009D

2 Dept. No. II

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IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

8

IN AND FOR CARSON CITY

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SUZANNE T. PATRIDGE,

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Plaintiff,

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vs.

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JAMES E. PATRIDGE, JR.,

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Defendant.

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FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF DIVORCE

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The Complaint of SUZANNE T. PATRIDGE, having been filed on the 16th day of August, 2007, praying for a Decree of this Court for divorce upon the grounds of incompatibility; an Answer and Counterclaim having been filed by Defendant, JAMES E. PATRIDGE JR. on the 10th day of September, 2007; the parties having entered into a Marital Settlement Agreement resolving all issues; the Court finds as follows:

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FINDINGS OF FACT

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1. That Plaintiff, SUZANNE T. PATRIDGE, is now, and for a period of more than six (6) weeks immediately preceding the commencement of this action, has been an actual bona fide resident of the State of Nevada, with the intent to stay, making said state her home for an indefinite period of time.

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2008 JUL 23 PM 3:59

ALAN GLOVER

BY

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1 2. That Plaintiff and Defendant were married in Great Exuma,
2 Bahamas on or about July 7, 1983, and ever since that date have been, and still are,
3 Husband and Wife.

4 3. That Plaintiff and Defendant are the guardians of three (3) minor
5 children, namely, AUSTIN PATRIDGE, born September 17, 1993; JESSICA
6 PATRIDGE, born April 29, 1995, and AARON PATRIDGE, born August 30, 1996.
7 That the Guardianship is before the Second Judicial District Court, State of Nevada,
8 Case No. CV98-05341 and either party may elect to enter the provisions of the child
9 custody and support sections in the Marital Settlement Agreement into the record of
10 the above-referenced Guardianship.

11 4. That Plaintiff and Defendant did enter into a written Marital
12 Settlement Agreement on the 26 day of June, 2008 settling all matters concerning
13 property acquired during the marriage and obligations created during the marriage,
14 interim custody and support of the minor children; and that said Agreement is fair, just
15 and equitable and should be merged into and made a part of the Decree of Divorce.

16 5. That neither party is a parent, therefore, neither party will be
17 required to pay child support in view of each parties receipt of Social Security benefits
18 for the child or children residing with each respective party.

19 6. There are no minor children born the issue of the marriage and
20 Plaintiff is not now pregnant.

21 7. That Plaintiff and Defendant are incompatible in marriage.

22 8. The minor children are habitual residents of the State of Nevada
23 and subject to the jurisdiction of the Second Judicial District Court of the State of
24 Nevada.

25 9. That Plaintiff does not desire to be returned to the use of her
26 former name.

27 CONCLUSIONS OF LAW

28 As Conclusions of Law, the Court finds that it has jurisdiction over the



1 Plaintiff and Defendant and over the subject matter herein; that Plaintiff is entitled to
2 the relief prayed for in the Complaint and Defendant is entitled to the relief prayed for
3 in the Counterclaim as hereinafter granted.

4 DECREE OF DIVORCE

5 NOW, THEREFORE, from the foregoing Findings of Fact and
6 Conclusions of Law, and good cause appearing, IT IS HEREBY ORDERED,
7 ADJUDGED and DECREED as follows:

8 1. That SUZANNE T. PATRIDGE and JAMES E. PATRIDGE, JR.
9 are hereby granted an absolute Decree of Divorce, forever dissolving the bonds of
10 matrimony now and heretofore existing between them, and restoring each of them to
11 the status of a single, unmarried person.

12 2. That Plaintiff and Defendant shall have custody and visitation of
13 the minor children as recited in paragraph 13 of the Marital Settlement Agreement
14 entered into on the 26 day of June, 2008.

15 3. That the Court hereby deviates from NRS 125B and the child
16 support formula in view of the fact that the parties are not parents of the minor
17 children, that Social Security benefits are received by each of the parties for the child
18 or children in question and jurisdiction for matters regarding support lie with the
19 Second Judicial District Court, Case No. CV98-05341.

20 4. That the Marital Settlement Agreement dated June 26, 2008,
21 providing for settlement of all the property rights of the Plaintiff and Defendant and all
22 matters concerning the interim care, custody, control, support and maintenance of the
23 minor children of the parties is fair, just and equitable and that the same is hereby
24 adopted, ratified, approved and confirmed by the Court and incorporated in this
25 decree by reference with the same force and effect as though the same were set
26 forth in detail herein and the parties are ordered and directed to comply with the
27 terms and provisions thereof.

28 6. The parties are hereby put on notice that the terms of the Hague

1 Convention of October 25, 1980, adopted by the 14th Session of the Hague
2 Conference on Private International Law, apply if a parent abducts or wrongfully
3 detains a child in a foreign country.

4 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION,
5 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS
6 PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS
7 200.359 provides that every person having a limited right of custody to a child or any
8 parent having no right of custody to the child who willfully detains, conceals or
9 removes the child from a parent, guardian or other person having lawful custody or a
10 right of visitation of the child in violation of an order of this court, or removes the child
11 from the jurisdiction of the court without the consent of either the court or all persons
12 who have the right to custody or visitation is subject to being punished for a category
13 D felony as provided in NRS 193.130.

14 THIS IS A FINAL JUDGMENT.

15 DATED: This 23rd day of July, 2008.

16
17 William C. Maden
18 DISTRICT JUDGE

19
20
21 APPROVED AS TO FORM AND CONTENT:

22
23 Stephen H. Dollinger
24 STEPHEN H. DOLLINGER
25 Attorney for JAMES E. PATRIDGE, JR.

26
27 Lee T. Hotchkiss
28 LEE T. HOTCHKISS
Attorney for SUZANNE T. PATRIDGE

Y100 CERTIFIED
before me at the time of this signing, the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

1 Code
2 LEE T. HOTCHKIN, ESQ.
3 Bar No. 000967
4 1025 Ridgeview Dr., Ste. 200
5 Reno, Nevada 89519
6 (775) 786-5791
7 Attorney for Plaintiff

REC'D & FILED
2008 JUL -7 AM 11:03
ALAN GLOVER
CLERK
DEPUTY

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9 IN AND FOR CARSON CITY

10 ***

11 SUZANNE T. PATRIDGE,
12 Plaintiff,

13 vs.

14 JAMES E. PATRIDGE, JR.,
15 Defendant.

16 Case No. 07-01009D
17 Dept. No. II

18 MARITAL SETTLEMENT AGREEMENT

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of **LEE T. HOTCHKIN, Attorney at Law**, and that on this date I served at Reno, Nevada, a true and correct copy of the attached document, by the following method, and addressed as follows:

Stephen H. Dollinger
1675 Lakeside Dr.
Reno, NV 89509

- depositing for mailing, first class postage fully prepaid
- by personal delivery
- by telephonic facsimile
- by placing a true and correct copy thereof for collection and delivery by Reno/Carson Messenger Service

DATED this 3 day of July, 2008.



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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of June, 2008, by and between **SUZANNE THEODORA PATRIDGE**, sometimes hereinafter referred to as "Wife", and **JAMES ELTON PATRIDGE, JR.**, sometimes hereinafter referred to as "Husband", both residents of the State of Nevada.

WITNESSETH:

WHEREAS, the parties were intermarried in Great Exuma, Bahamas, on or about July 7, 1983, and are Husband and Wife; and,

WHEREAS, the parties have permanent guardianship of three (3) minor children, namely: **AUSTIN PATRIDGE**, born September 17, 1993; **JESSICA PATRIDGE**, born April 29, 1995, and **AARON PATRIDGE**, born August 30, 1996; and,

WHEREAS, in consequence of disputes and unhappy differences, the parties have separated and are now living separate and apart, and have agreed to live separate and apart during the balance of their natural lives; and,

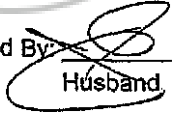
WHEREAS, said Husband and Wife are desirous of settling all matters and claims as between them and making provision for division of their property, child custody, payment of support, and otherwise to make a full, complete and final settlement of all claims and matters of either party against the other in any regard whatsoever.

NOW, THEREFORE, in consideration of the premises and agreements hereinafter contained, it is hereby covenanted and agreed by and between the parties as follows:

1. Alimony:

This Agreement and Property Settlement provided for herein are expressly accepted by each party in lieu of any and all claims and demands for

EXHIBIT A

Initialed By: 
Husband

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Initialed By: 
Wife



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1 support, maintenance, alimony, costs and all other allowances and awards in any
2 divorce action between the parties, and any other action arising out of the parties'
3 relationship as Husband and Wife, and also in full settlement of any and all claims to
4 any part of any separate or other property of either party, and in full satisfaction,
5 settlement and discharge of all claims and demands of whatsoever character and
6 however arising against either party.

7 B. This Agreement and Property Settlement provided for
8 herein are expressly accepted by each party in full satisfaction and settlement of any
9 and all claims and demands for support, maintenance, alimony, costs and all other
10 allowances and awards in any divorce action between the parties, and any other
11 action arising out of the parties' relationship as Husband and Wife, and also in full
12 settlement of any and all claims to any part of any separate or other property of either
13 party, and in full satisfaction, settlement and discharge of all claims and demands of
14 whatsoever character and however arising against either party.

15 **2. Future Acts:**

16 That each party hereto is hereby released and absolved from
17 any and all obligations and liabilities for the future acts and duties of the other, and
18 that each of said parties hereby releases the other from any and all claims and
19 demands, including all claims of either party upon the other for support and
20 maintenance as Husband and Wife or otherwise, except as herein specifically
21 provided, it being understood that this Agreement is intended to settle the rights of the
22 parties hereto in all respects.

23 **3. Future Acquisitions:**

24 That any and all property including but not limited to all income,
25 earnings, or other property received or acquired by either party hereto from and after
26 the date hereof shall be the sole and separate property of the one so acquiring the
27 same, and each of said parties hereby respectively grants to the other all such future
28 acquisitions or property as the sole and separate property of the one so acquiring the

Initialed By: 

Husband

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Initialed By: 

Wife



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1 same.

2 **4. Future Disposition of Property:**

3 That each of the said parties shall have an immediate right to
4 dispose of and bequeath by Will his or her respective interest in and to any and all
5 property belonging to him or her from and after the date hereof, and that said rights
6 shall extend to all of the aforesaid acquisitions of property as well as to all property
7 set over to either of the parties hereunto under this Agreement.


8 **5. Estates:**

9 A. The said parties hereto each waive any and all right to the
10 estate of the other left at his or her death, and each forever quitclaims any and all
11 rights to share in the estate of the other by the laws of succession and said parties
12 hereby release one to the other all right to be administrator or administratrix or
13 executor or executrix of the estate of the other, and hereby release and waive all right
14 to inheritance under any Will of the other executed prior to the within agreement and
15 each of the said parties waives any and all right of homestead in the real property of
16 the other and said parties each hereby waive any and all right to the estate or to any
17 interest in the estate of the other from family allowance by way of inheritance and,
18 from the date of this Agreement to the end of the world, said waiver of the other to the
19 estate of the other party shall be effective and each of the parties shall have all of the
20 rights of single persons and shall maintain the relationship of single persons each
21 toward the other.

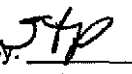
22 B. This Agreement shall be binding upon and inure to the
23 benefit of both parties and to their heirs, executors, administrators, successors and
24 assigns.

25 **6. Undue Influence:**

26 A. Both Husband and Wife acknowledge that each has had
27 the opportunity to be represented in the negotiations for and in the preparation of the
28 marital settlement agreement by counsel of their own choice, and that each has had

Initialed By: 
Husband

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Initialed By: 
Wife



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1 the opportunity to have the agreement read to them and explained to them by
2 counsel of their own choice and each is fully aware of the contents and legal effect of
3 this Agreement. Husband has been represented throughout the pending litigation
4 and in the negotiations for and in the preparation of the Marital Settlement Agreement
5 by STEPHEN H. DOLLINGER, and Wife has been represented by LEE T.
6 HOTCHKIN.

7 **7. Divorce:**

8 A. In the event that either party shall hereafter obtain a
9 divorce from the other, then it is agreed that in any decree of divorce which may be
10 entered by the Court that this Agreement shall be incorporated by reference in such
11 decree and merged therein and that the parties, respectively, upon application by
12 either party, shall be ordered to comply with the terms and conditions hereof.

13 B. Anything herein in this Agreement to the contrary
14 notwithstanding, neither of said parties shall be deemed hereby to waive any cause of
15 action for divorce against the other.

16 C. This Agreement shall not in any manner interfere with the
17 right of either party to hereafter institute or defend any action for divorce.

18 D. If there is a reconciliation of the parties after the execution
19 of this Agreement, this Agreement shall nevertheless continue in full force and effect
20 until it is modified or abrogated by another written instrument to that effect and signed
21 by each of the parties.

22 **8. Disclosure:**

23 This Agreement contains all of the agreements between the
24 parties and all other agreements and arrangements of the parties are merged into
25 this Agreement. The parties each acknowledge that he or she respectively has made
26 full disclosure of all property owned by each of them and all obligations which each of
27 them may owe or assume by virtue hereof.

28 Each represents and warrants to the other that there is no item

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Husband

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Wife




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1 of marital property in existence which has not been mentioned in this Agreement and
2 should any such item of personal property be discovered in the future and be
3 established to be marital property, it shall be divided between the parties. Except as
4 otherwise provided in this Agreement, each party releases the other from any and all
5 liability, debts and obligations of any kind or character that have been or will be
6 incurred from any and all claims and demands, including all claims that either party
7 may have upon the other for support and maintenance as husband and wife, and it
8 being understood that, by this present Agreement, the parties intend to settle all
9 obligations of their marital rights. In addition to the above warranties, Husband and
10 Wife warrant to each other that they have not incurred and covenant that they will not
11 incur, any liability or obligation for which the other party is or may be liable. If the
12 other party is held liable for any breach of the within warranty, the breaching party
13 shall indemnify the other party to the extent that said other party is required to pay
14 any claim, action or other proceeding that may be brought as a result of the breaching
15 party's action.

16 The present Marital Settlement Agreement sets forth the entire
17 agreement of the parties on the matters it covers and supersedes any previous
18 agreement between the parties and any pendente lite orders which may have been
19 ordered in the proceedings. No other agreement, statement or promise made by or
20 to either party or agent or representative of either party shall be binding on the parties
21 unless it is in writing and signed by both parties or unless contained in an order of a
22 court of competent jurisdiction.

23 **9. Waiver of Discovery:**

24 Each party is aware and has been informed that under the law
25 each has broad financial discovery rights of the other party's finances, property and
26 interests, including, but not limited to sworn interrogatories, oral depositions under
27 oath, the right to have accountants and appraisers conduct appraisals, examine
28 books, records, documents and the like and that each is knowingly and intelligently

Initialed By: 
Husband

Initialed By: 
Wife



1 waiving such extensive and important rights.

2 **10. No Formal Valuation; No Warranty of Value:**

3 Distinct from the disclosure of the existence of community or
4 separate property and debt, the parties have agreed on the value or amount of any
5 asset or indebtedness listed herein or any schedule, attachment or exhibit hereto.
6 They acknowledge and recite that each has made an independent judgment as to the
7 value of the properties and the community and separate estates. The parties
8 acknowledge they have from time to time discussed the worth, value or business
9 potential and prospects of various assets, but those discussions are not being relied
10 upon in the execution of this Agreement. The parties recite and agree such
11 discussions were not intended as warranties or representations of value or business
12 potential and have not been relied upon in entering into this Agreement. Each party
13 assumes the risk of his or her own judgment and estimate of value and
14 acknowledges each is without recourse if his or her judgment or estimate is
15 erroneous. The parties knowingly and intelligently waive their right to determine the
16 value of the assets distributed herein by formal appraisal or professional opinion.
17 The parties acknowledge the values set forth on the schedule, attachment or exhibit
18 herein may be materially erroneous and they accept that risk.

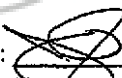
19 **11. Litigation:**

20 A. Husband and Wife agree that should litigation be required
21 in order to enforce this Agreement, the prevailing party will be reimbursed reasonable
22 attorney's fees and costs.

23 B. This Marital Settlement Agreement and the rights and
24 duties of the parties hereunder shall be construed and interpreted by and in
25 accordance with the laws of the State of Nevada. Any future litigation under the
26 terms of the present Marital Settlement Agreement shall be governed by the laws of
27 the State of Nevada.

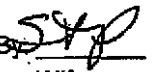
28 **12. Execution of Further Documents, Delivery of Documents,**

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Husband

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Initialed By:


Wife



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and/or Instruments:

Each party shall execute promptly all documents and instruments necessary or convenient to vest titles and estates as provided in this Marital Settlement Agreement to effectuate its purpose and intent. The parties mutually covenant and agree, upon demand, to execute such other and further instruments or documents necessary or convenient to carry out the provisions of the Marital Settlement Agreement. Notwithstanding the failure or refusal of either party to execute any such instrument, this Agreement shall constitute a complete transfer and conveyance of the properties designated as being transferred, conveyed or assigned by each party. If the parties fail to execute any documents necessary to effectuate the terms of this Agreement, within thirty (30) days after the execution of the Agreement, and demand is made for execution of the document or instrument, upon ex parte application to the District Court, within three (3) days prior notice of application to the other party, the Court shall be appointed to execute such documents. In the event either party shall fail to comply with this provision, he or she agrees to pay the other party all reasonable attorney's fees, court costs and other expenses reasonably necessary to achieve the result herein provided. However, neither party waives any privilege against nondisclosure of future separate income tax returns.

13. Child Custody and Support:

A The parties recognize that jurisdiction over child custody and support lies in the Second Judicial District Court, Case No. CV98-05341, Dept. No. 11. Nonetheless, it is the desire of the parties to set an interim visitation schedule until further order of the Guardianship Court.

B. That Husband and Wife have permanent guardianship of the three minor children, AUSTIN PATRIDGE, JESSICA PATRIDGE, and AARON PATRIDGE.

(1) The parties shall maintain joint legal guardianship

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Husband

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Wife



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1 of the three minor children, with primary physical custody of JESSICA being with
2 SUZANNE, and primary physical custody of AARON and AUSTIN being with JAMES.

3 (2) That on the second weekend of each month
4 JAMES shall have all three (3) children from Friday at 4:00 p.m. until Sunday at 8:00
5 p.m. On the third weekend of each month, SUZANNE shall have all three (3) minor
6 children from Friday at 4:00 p.m. until Sunday at 8:00 p.m.

7 (3) That this custody and visitation schedule continue
8 throughout the children's summer vacation except JAMES and SUZANNE shall each
9 have the right to have all three minor children for a two week, uninterrupted visitation
10 for the purpose of taking the children outside of the local area for an extended
11 vacation. This two weeks visitation shall begin on Friday at 6:00 p.m. prior to the first
12 week, include the middle weekend and conclude on Sunday at 6:00 p.m. following
13 the second week. The parties should be required to notify one another of the date for
14 the two week visitation on or before April 1st of the year in question.

15 (4) JAMES and SUZANNE should alternate visitation
16 with the children for Thanksgiving, beginning after school at 4:00 p.m. on the day
17 prior to Thanksgiving and concluding at 6:00 p.m. prior to the children's return to
18 school.

19 (5) The children's Christmas vacation should be
20 evenly divided between JAMES and SUZANNE. The party having the first half of
21 Christmas vacation should have the children for both Christmas Eve and Christmas
22 Day. The party having the second half of the Christmas vacation should have the
23 children for New Year's Eve and New Years Day and return the children by 8:00 p.m.
24 on the day prior to the resumption of school.

25 (6) Spring vacation and Easter Sunday should
26 alternate as a package from year to year. The Spring vacation should begin at 4:00
27 p.m. on the final day of school and conclude at 8:00 p.m. on the day prior to the
28 resumption of classes. Easter Sunday, if it is not a part of the school vacation, should

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Husband

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Wife



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1 begin on Saturday at 6:00 p.m. and conclude on Sunday at 8:00 p.m.

2 (7) All other State and Federal Holidays should be
3 alternated between JAMES and SUZANNE with the holiday beginning at 6:00 p.m. on
4 the evening prior to the holiday and concluding at 8:00 p.m. on the holiday.

5 C. Based upon Nevada standard child support formula,
6 Husband would be entitled to twenty-five (25%) percent of Wife's income for child
7 support, and Wife would be entitled to eighteen (18%) percent of Husband's
8 income for child support. However, the Court will be asked to deviate from the child
9 support formula because of the parties' receipt of Social Security income. Husband
10 and Wife each receive Three Hundred Seventeen Dollars (\$317.00) per child. Both
11 Husband and Wife are self-employed, and each represents that the respective
12 parent has sufficient income, with Social Security, to independently care for the
13 children.

14 D. Husband and Wife will continue to use Medicaid health
15 insurance for all three minor children. All of the children's medical expenses involving
16 the health of the children, not covered by insurance, will be evenly divided between
17 Husband and Wife. All dental and orthodontic costs, not covered by insurance, will
18 be paid by the custodial parent.

19 E. In the event Wife elects to take the children into
20 counseling with Marja Osgood at Reno Christian Fellowship or with any other
21 counselor, then and in that event, Wife will arrange for all appointments, transport the
22 children and pay the counseling fees.

23 F. In the event one or more of the children elect to reside
24 with Wife, the respective child may do so and the custody and visitation schedule will
25 be revised to reflect the change.

26 **14. Distribution of Community Personal Property:**

27 A. Husband and Wife hereby acknowledge that their
28 distribution of the community property estate is a substantially equal division of

Initialed By:


Husband

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Initialed By:


Wife



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1 community property and both hereby confirm the property listed hereinafter to the
2 other, as his or her sole and separate property.

3 B. Further, both Husband and Wife agree to use a carry over
4 basis for the community property assets he or she receives and, in the event either
5 takes the position on his or her income tax return inconsistent with such agreement,
6 such party will indemnify and defend the other and will hold the other harmless for
7 any and all tax liability attributable to such an inconsistent position.

8 Wife will not be required to pay for any unusual damage
9 to the marital residence caused by Husband, the children, Husband's parents or any
10 other parties residing in the marital residence.

11 C. Husband and Wife hereby elect to have the division of
12 their marital estate treated as a non-taxable transfer between spouses, pursuant to
13 the provisions of the 1984 tax reform act, which amended Section 1041 of the
14 Internal Revenue Code. It is acknowledged by Husband and Wife that no gain or
15 loss will be recognized on transfers of property between them which are incident to
16 their divorce; and, it is further acknowledged that such transfers are treated as if
17 acquired by gift so that the basis of the property remains the same as it was prior to
18 the transfer.


19 D. Husband agrees that Wife may have as and for her sole
20 and separate property and Wife shall hold Husband free, clear and harmless for any
21 liabilities on the following:

22 (1) The miscellaneous personal possessions, articles
23 of clothing, jewelry, household furniture, furnishings and
24 effects presently in the possession of Wife.

25 (2) All those items listed in Exhibit "A" attached hereto
26 and incorporated herein by reference as though fully set
27 forth herewith.

28 E. Wife agrees that Husband may have as and for his sole

Initialed By: 
Husband

Initialed By: 
Wife



1 and separate property and Husband shall hold Wife free, clear and harmless for any
2 liabilities on the following:

3 (1) The miscellaneous personal possessions, articles
4 of clothing, jewelry, household furniture, furnishings and
5 effects presently in the possession of Husband.

6 (2) All those items listed in Exhibit "B" attached hereto
7 and incorporated herein by reference as though fully set
8 forth herewith.

9 **15. Disposition of Community Real Property:**

10 A. Husband and Wife shall sell the residence located at
11 3675 Lakeview Road, Carson City, Nevada, and evenly divide the profit.


12 B. As the party in possession and control of the marital
13 residence, Husband will pay all mortgage, taxes and insurance payments. Any costs
14 needed and/or approved by both Husband and Wife for the purpose of preparing the
15 marital residence for sale shall be shared equally between Husband and Wife. Any
16 costs mandated as a result of inspection reports made during the escrow shall be
17 taken from the proceeds of the sale prior to distribution of the equity to Husband and
18 Wife. Any out of the ordinary damage done by Husband, the children or any other
19 party will be paid by Husband.

20 (1) Pursuant to the current listing agreement, Wife is
21 the listing realtor. The realtor's fees are set at 4% and will be distributed between
22 Wife and Century 21 Heritage West based upon Wife's agreement with Century 21
23 Heritage West.

24 (2) Pursuant to the prior agreement between Husband
25 and Wife, Husband, a licensed California real estate broker, will receive a "finders
26 fee" equal to 25% of the sales commission paid to Wife. Husband's "finders fee" will
27 be paid directly to Husband out of escrow as part of the costs of sale.

28 (3) Upon the opening of escrow, escrow instructions

Initialed By: 
Husband

Initialed By: 
Wife



1 will note that there is to be no distribution of funds until the Marital Settlement
2 Agreement is executed and the Decree of Divorce is filed with the Court.

3 (4) Husband, AUSTIN and AARON shall be permitted
4 to reside in the residence until the close of escrow.

5 (5) Wife will only enter the residence for purposes of
6 showing potential buyers the property, in view of the fact that Wife is the listing
7 realtor. Upon execution of the within Agreement, Wife will not remove any personal
8 property items from the residence without mutual knowledge and agreement of both
9 parties in writing.

10 C. Wife will receive the timeshare and hold Husband free,
11 clear and harmless from any debts or liabilities due and owing thereon.

12 D. Husband will receive the community's fifty (50%) percent
13 interest in 5475 Reno Corporate Drive, #200, and will hold Wife free, clear and
14 harmless from any debts or liabilities due and owing thereon.

15 E. Wife will receive the property located at 2248 Meridian,
16 Unit E, Minden, Nevada, and will hold Husband free, clear and harmless from any
17 debts or liabilities due and owing thereon.

18 F. Regarding 2248 Meridian, Unit F, Minden, Nevada, Wife
19 shall receive Del Sol's equity in the property after the cost of sale.

20 G. Husband shall receive the community property twenty-five
21 (25%) percent interest in 2248 Meridian, Unit F, Minden, Nevada.

22 H. Husband will execute all documents needed to relinquish
23 any interest in the new home being purchased by Wife.

24 **16. Children's Federal Educational Accounts:**

25 A. Husband shall continue as the custodial owner of the
26 Federal Education Accounts for AUSTIN and AARON.

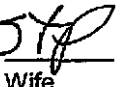
27 B. Wife shall be the custodial owner of the Federal
28 Education Account for JESSICA.

Initialed By:


Husband

12

Initialed By:


Wife



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1 C. In the event of a custody revision, the custodial party will
2 also have management and control of the respective child's Federal Education
3 Account.

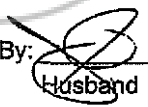
4 **17. Community Debts:**

5 A. Husband and Wife mutually agree and acknowledge that
6 each party shall be solely responsible for any and all payments and obligations or
7 debts which may be due and payable and which will be incurred by either Husband or
8 Wife subsequent to their separation which occurred on July 1, 2007. Regarding any
9 such obligations, payments or debts incurred by either Husband or Wife subsequent
10 to their separation, Husband and Wife each agree to indemnify the other and hold the
11 other free and harmless from any and all liability or responsibility for payment of the
12 same.

13 B. Husband and Wife acknowledge that there are no
14 community debts or obligations to be distributed between the parties. Except that
15 each party will be responsible for payment of any debt due and owing on personal
16 property and real property received pursuant to the within Agreement. The respective
17 party will hold the other free, clear and harmless from any debts or liabilities due and
18 owing on said personal or real property.

19 C. In the event of after discovered or undisclosed debts, the
20 party who incurred the debt shall be responsible for payment of said debt and shall
21 hold the other party free, clear and harmless from said liability.

22 D. Husband's Covenants: Husband covenants and
23 represents that he will not at any time in the future incur or contract any debts,
24 charges or liabilities, whatsoever for which the Wife, her legal representative, her
25 property or her estate is now or may become liable, and the Husband further
26 covenants at all time to keep the Wife free and harmless and indemnify her from any
27 and all debts and liabilities hereafter contracted by him, including any and all
28 indebtedness incurred prior to this Agreement which has not been addressed within

Initialed By: 
Husband

Initialed By: 
Wife

1 this Agreement.

2 E. Wife's Covenants: Wife covenants and represents that
3 she will not at any time in the future incur or contract any debts, charges or liabilities
4 whatsoever for which the Husband, his legal representative, his property or his estate
5 is now or may become liable, and his Wife further covenants at all times to keep the
6 Husband free and harmless and indemnify him from any and all debts and liabilities
7 hereafter contracted by her, including any and all indebtedness incurred prior to this
8 Agreement which has not been addressed within this Agreement.

9 **18. Attorney's Fees:**

10 A. Each party shall bear the sole responsibility for payment
11 of his or her respective attorney's fees, court costs and miscellaneous expenses
12 incurred on his or her behalf in connection with the present divorce proceeding.

13 B. Husband's attorney will prepare the Marital Settlement
14 Agreement and Decree.

15 **19. James E. Patridge, Jr. and Suzanne T. Patridge Family**

16 **Trust:**


17 Either James E. Patridge, Jr. or Suzanne T. Patridge may
18 withdraw property from the above-referenced Family Trust in order to implement the
19 within Marital Settlement Agreement.


20 **20. Miscellaneous:**

21 A. If any portion of this Agreement is held illegal,
22 unenforceable, void or voidable by any Court, each of the remaining terms shall
23 continue in full force as a separate agreement.

24 B. Husband and Wife agree that each shall have the right to
25 live separately from the other without interference or harassment.

26 C. No waiver of the breach of any of the terms or provisions
27 of this Agreement shall be a waiver of any preceding or succeeding breach of the
28 agreement or any other provisions of it.

Initialed By: 
Husband

Initialed By: 
Wife



1 D. All existing charge accounts and credit cards in the
2 names of Husband and Wife, or in the name of either of them under which the other
3 can make purchases, shall be terminated as of the date of the execution of this
4 Agreement.

5 E. Husband and Wife hereby acknowledge that all personal
6 property, including but not limited to all retirement plans, savings accounts, I.R.A.'S
7 and any other investment accounts have been disclosed.

8 F. The captions of various paragraphs in this Agreement are
9 for convenience only and none of them is intended to be any part of the substance of
10 this Agreement, nor intended to be referred to in construing any of the provisions of
11 this Agreement.

12 **21. Protocol Between the Parties:**

13 By reason of the obligations and promises in this Agreement,
14 which cannot be performed immediately, the parties must continue to communicate
15 and to coordinate matters relating to their children and arising out of the marital
16 relation generally.

17 Toward that end, both parties agree at all times to provide the
18 other with their current residential and business telephone numbers (including, but
19 not limited to, cell phone numbers) and addresses, and the location and present
20 welfare of the minor children. Both guardians shall be entitled to complete and full
21 information from any doctor, dentist, consultant, psychologist, or other specialist
22 attending a minor child for any reason whatsoever, and to have copies of any reports
23 given to them as a parent. In addition, both guardians shall be entitled to complete
24 and full information from teachers and the children's schools and to have copies of
25 any and all reports concerning the children. Because the school district will not
26 provide duplicate copies, the guardian receiving report cards, school notices and the
27 like, will forward copies to the other guardian within three (3) days after receipt of the
28 document.

Initialed By: 

Husband

15

Initialed By: 

Wife




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1 The minor children shall have reasonable access to either guardian by
2 telephone. This access by a child to either guardian whether placing or receiving
3 telephone calls shall not be obstructed by either guardian.

4 The guardians understand the importance of continuity and stability in
5 the life of the children. In order to achieve this, the guardian with whom a child is
6 actually living shall have the routine daily responsibility of making those decisions,
7 which are necessary in raising and caring for a child.

8 The guardians agree to conduct themselves in a manner consistent
9 with the best interests of the children and neither party shall do anything to diminish
10 the affection that exists between each of the guardians and their children. The
11 guardians will make every effort to act toward each other in a mature, civil manner,
12 without bitterness, insult or harassment. Each guardian further agrees to promote
13 love, affection and respect in their children for the other party. The guardians further
14 agree to communicate openly with each other concerning the children's health,
15 educational and emotional needs. Each party recognizes that a child's well-being is
16 enhanced by cooperation and good will between the guardians and therefore, will
17 maintain the highest degree of courtesy toward one another.


18 WE EXECUTE THIS AGREEMENT on and make it effective on the
19 date first above written.

20 
21 SUZANNE THEODORA PATRIDGE

22 
23 JAMES ELTON PATRIDGE, JR.

24
25 STATE OF NEVADA)
26) ss.
27 COUNTY OF WASHOE)

28 On this 26 day of June, 2008, personally appeared before me,
a Notary Public, **SUZANNE THEODORA PATRIDGE**, personally known or proved to me to be the

Initialed By: 
Husband

16

Initialed By: 
Wife

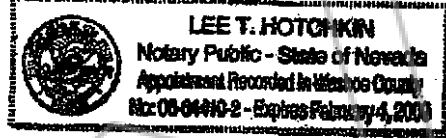


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person whose name is subscribed to the within Marital Settlement Agreement and who acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

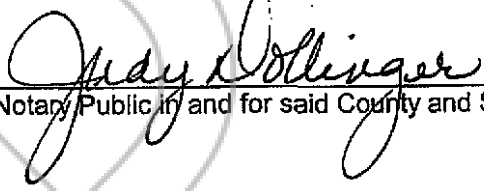

Notary Public in and for said County and State




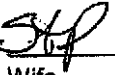
STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 17th day of June, 2008, personally appeared before me,
a Notary Public, **JAMES ELTON PATRIDGE, JR.**, personally known or proved to me to be the person
whose name is subscribed to the within Marital Settlement Agreement and who acknowledged to me
that he executed the same freely and voluntarily for the uses and purposes therein mentioned.




Notary Public in and for said County and State

Initialed By: 
) Husband

Initialed By: 
) Wife

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PERSONAL PROPERTY DISTRIBUTION TO WIFE

PATRIDGE v. PATRIDGE

ASSETS:

WIFE:

VALUE

Checking Accounts:

- | | | | |
|----|-----------------------|---------------|--------------|
| 1. | Nevada State Bank | Approximately | \$ 17,000.00 |
| 2. | Starker Account (50%) | Approximately | \$ 49,150.00 |

Retirement Plans:


- | | | | |
|----|-----------------------------|---------------|--------------|
| 1. | Associated Securities Corp. | Approximately | \$ 32,669.00 |
| 2. | Waddell Reed | Approximately | \$ 9,747.00 |

Miscellaneous Personal Property:

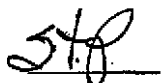
- | | | | |
|----|-------------------------|---------------|-------------|
| 1. | 2000 Toyota Van | Approximately | \$ 9,000.00 |
| 2. | One-Half of the Coins | | |
| 3. | Furniture | Approximately | \$ 6,000.00 |
| 4. | Computer/Digital Camera | Approximately | \$ 1,500.00 |

EXHIBIT A

Stephen H. Dollinger
Attorney at Law
1675 Lakeside Dr.
Reno, Nevada 89509
(775) 329-0646

Husband 




Wife

PERSONAL PROPERTY DISTRIBUTION TO HUSBAND

PATRIDGE v. PATRIDGE

ASSETS:

HUSBAND:

VALUE

Checking Accounts:

- | | | | |
|----|------------------|---------------|-------------|
| 1. | U.S. Bank | Approximately | \$ 163.00 |
| 2. | Wells Fargo Bank | Approximately | \$18,598.00 |
| 3. | Starker Account | Approximately | \$49,150.00 |

Investment Securities:

- | | | | |
|----|------------------------|---------------|-------------|
| 1. | Associated Securities | Approximately | \$ 3,505.00 |
| 2. | Jacob Internet Account | Approximately | \$ 1,507.00 |

Retirement Plans:

- | | | | |
|----|-----------------------------|---------------|-------------|
| 1. | Associated Securities Corp. | Approximately | \$14,761.00 |
|----|-----------------------------|---------------|-------------|

Miscellaneous Personal Property:


- | | | | |
|----|---------------------------------|---------------|-------------|
| 1. | 2000 Chevrolet Silverado | | \$12,000.00 |
| 2. | 1995 Harley-Davidson Motorcycle | Approximately | \$ 9,000.00 |
| 3. | One-half of the Coins | | \$ |
| 4. | Furniture | Approximately | \$ 6,000.00 |

Separate Property:

- | | | | |
|----|--|--|-------------|
| 1. | Life Insurance Purchased Prior to Marriage with Approximate Value of | | \$ 5,400.00 |
|----|--|--|-------------|

EXHIBIT B

Stephen H. Dollinger
Attorney at Law
1675 Lakeside Dr.
Reno, Nevada 89509
(775) 329-0646


Husband




Wife

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FIRST JUDICIAL DISTRICT COURT
COUNTY OF WASHOE, STATE OF NEVADA

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document:
MARITAL SETTLEMENT AGREEMENT

filed in case number: 07-01009D

 X Document does not contain the social security number of any person

DATED this 3 day of July, 2008.



LEE T. HOTCHKIN, ESQ.
Attorney for Plaintiff

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

Date Aug 6, 2008

Alan Glover, City Clerk and Clerk of the First Judicial District Court of the State of Nevada, in and for Carson City.

By Nevada Deputy

Per NRS 239 Sec.6 the SSN may be redacted, but in no way affects the legality of the document.

