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

JUDITH ATCHLEY
Social Security No.: [redacted]-3623
Plaintiff/Wife,

Davidson County DEEDDIV
Recvd: 05/17/01 16:00 27pgs
Fees:110.00 Taxes:0.00
20010517-0051406

B Murray D.C.

VS.

DOCKET Nº 00D-995
Notice of Entry Required

MICHAEL ATCHLEY,
Social Security No.: [redacted]-7784
Defendant/Husband.

FINAL DECREE

This cause came on to be heard on this the 30th day of April, 2001, before the Honorable Carol Soloman, by Interchange, on the Complaint for absolute divorce filed by Wife, and with the cause proceeding to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; the oral motion of Wife to amend her pleadings to ask for an absolute divorce on the grounds of irreconcilable difference, statement of counsel, statements by the parties, and the entire record in this cause, from all of which this Court is of the opinion and so finds as follows:

That from the testimony presented to the Court, it appears that the parties hereto have irreconcilable differences in their marriage; it is therefore

ORDERED, ADJUDGED AND DECREED, that Plaintiff/Wife's oral motion to amend her pleadings to ask for an absolute divorce on the grounds of irreconcilable differences is granted, and, it is further,

ORDERED, ADJUDGED AND DECREED, that the Plaintiff/Wife, Judith Atchley, is hereby awarded an absolute divorce from the Defendant/Husband, Michael Atchley, on the grounds of irreconcilable differences, and she is hereby restored to all the rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a written, executed Marital Dissolution Agreement, and the Court affirmatively finds therein that the parties have made adequate and sufficient provisions by written agreement for the fair and equitable settlement of any property rights. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

JUDITH ATCHLEY,

Plaintiff,

vs.

MICHAEL ATCHLEY,

Defendant.

NO. 00D-995

01 MAR 30 PM 12:34
CLERK
B Murray D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into on this the 30 day of April, 2001, by and between **MICHAEL ATCHLEY** (hereinafter referred to as "Husband") and **JUDITH ATCHLEY** (hereinafter referred to as "Wife") subject to the following premises, terms and conditions:

WITNESSETH:

THAT WHEREAS the parties are man and wife and, as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling the disposition of their property, custody, and support rights subject to the approval of the Court;

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. **DIVORCE:** The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval and, if approved, be made part of the Court's Final Decree of Divorce.

2. **VENUE AND SERVICE OF PROCESS:** Each of the parties hereby acknowledges that a divorce action is pending under the above-style and docket number in the Circuit Court for Davidson County, Tennessee. The parties waive further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Husband is represented by attorney Phillip Robinson, and the Wife is represented by attorney Helen S. Rogers.

3. **CUSTODY/VISITATION/CHILD SUPPORT:** The parties are the parents of one minor child, to wit: Rachel E. Atchley, whose date of birth is April 17, 1986, and who is currently

15 years of age. The parties have entered into a Permanent Parenting Plan providing for the future support and parenting of the aforesaid minor child.

4. **MARITAL RESIDENCE:** The parties own a marital residence located at 125 Dekewood Drive, Old Hickory, Tennessee and more particularly described as follows:

> Being Lot No. 39 on the plan of BRANDYWINE PLACE, as shown on Plat of record in Plat Book 6250, pages 327 and 328, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> According to said Plat Lot No. 39 fronts 122 feet on the easterly margin of Dekewood Drive, and extends back 167.37 feet on the southerly line and 167.77 feet on the northerly line to a dead line in the rear, measuring 127.73 feet thereon.
>
> Being the same property conveyed to Michael A. Atchley and wife, Judith A. Atchley, by deed of record in Book 8147, page 584, Register's Office for Davidson County, Tennessee.
>
> THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:
>
> Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 6488, page 764, and in any allied instrument referred to in said restrictions.
>
> All matters shown on plat recorded in Book 6250, page 327 and 328, as amended by Book 7430, page 557, including but not limited to the following:
>
> (a) 10' public utility and drainage easement along the front and rear of the lot. A portion of said easement has been abandoned in the rear.
> (b) 30' Minimum building setback line from Dekewood Drive.
> (c) Restrictions as set forth in Notes and Owner's Certificate.

The Wife shall be awarded all right, title and interest in and to the above-described real property and all interest shall be divested out of the Husband and vest solely in the Wife. The Wife shall be responsible for the outstanding indebtedness on said property, including mortgages, taxes, insurance, utilities, maintenance and upkeep and shall indemnify and hold the Husband harmless thereon. The Husband shall deliver to the Wife, upon the entry of the Final Decree of Divorce in this cause, an executed Quit Claim Deed transferring his interest in said property to the Wife. The parties agree that the failure of the Wife to timely make all mortgage payments associated with this property will adversely affect the credit of both parties. Therefore, all such payments shall be made timely. In the event the Wife fails to do so without justifiable cause, the property shall, on simple Motion of the Husband, be sold and the proceeds therefrom, after paying off the mortgage and the cost of the sale, shall be paid over to the Wife. The Wife shall within thirty days of the entry of the Final

Decree of Divorce transfer all utilities listed in the name of the Husband to the name of the Wife solely.

The parties further agree that the Husband shall pay the remaining balance owed on the swimming pool liner ordered for the swimming pool at the parties' marital residence. This sum shall not exceed $1,500. Any amounts in excess of that will be paid by the Wife.

Further, the Husband agrees to pay the cost of moving the Wife and minor child from the marital residence to a new residence provided as follows:

1. Said move takes place within two years of the entry of the Final Decree of Divorce in this cause;

2. The move is within Davidson County or a contiguous county; and

3. The move is handled by ABC Moving and Storage at 3320 Ambrose Avenue, Nashville, Tennessee.

Further, the parties agree that the Husband shall be awarded all furniture, furnishings and appliances and other personal property located in his current residence located at 2420 Crystal Springs Lane, Hermitage, Tennessee 37076, as well as the furniture, furnishings and personal property at his dental office. He shall further be awarded from the marital residence the workbench and storage units in the garage, the oak server in the master bedroom, the surround sound system, the massage chair, and the Husband's personal books, documents, jewelry and other similar personal items. The Wife shall be awarded the rest and remainder of the household furniture, furnishings and appliances and personal property located in the marital residence.

5. **FAMILY PARTNERSHIPS:** The parties acknowledge ownership of two family partnerships as follows:

a. JARAMA Partnership which partnership owns assets consisting of certain dental equipment currently being leased by the Husband from the aforesaid partnership. The partnership and the parties hereto are personally liable on a note for the indebtedness associated with said equipment.

b. Real Properties Partnership which partnership owns certain real property located at 601 Brandywine Village Court, Old Hickory, Tennessee where the Husband currently has his dental practice. Said property is more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 3 of the Spencer &

Atchley Commercial Subdivision as shown on the Plan of record in Book 9700, Page 560, Register's Office for said County, to which reference is hereby made for a complete and accurate description thereof.

Being the same property conveyed to Real Properties Partnership by Quit Claim Deed from Michael A. Atchley as of record in Book 10902, Page 129, Register's Office for Davidson County, Tennessee.

This is improved property known as 601 Brandywine Village Court, Old Hickory, Tennessee 37138.

The partnership and the parties are further liable for an indebtedness associated with improvements to the property.

c. Subject to the lien set forth below, the parties agree that the Wife shall be divested of any right, title or interest in and to any of the assets of the foregoing partnerships including real property, personal property, or mixed of whatever kind and wherever located, and all right, title and interest in said partnerships and the partnership assets shall vest solely in the Husband. The Husband shall be responsible for all indebtedness owed by the foregoing partnerships including note payments, mortgage payments, utilities, taxes, insurance, maintenance and upkeep and shall indemnify and hold the Wife harmless thereon. The parties further agree that the failure of the Husband and/or either of the partnerships to timely make all note payments and/or mortgage payments associated with any of the foregoing real or personal property will adversely affect the credit of both parties. Therefore, all such payments shall be made timely. In the event the Husband and/or the partnership fails to do so, without justifiable cause, the property owned by the partnership and held for security for said debt, on simple Motion of the Wife, shall be sold and the proceeds therefrom, after paying off the indebtedness and the cost of any sale, shall be paid over to the Husband. The Wife agrees to execute any and all necessary documents to transfer her ownership interest in the foregoing partnerships or the property of the partnerships to the Husband, including Quit Claim Deeds if necessary.

d. In recognition of the indebtedness owed by the Husband to the Wife and more particularly set forth in paragraph 16 below, the Wife shall have a lien against the above described property in an amount equal to the unpaid principle and accumulated interest on the aforesaid indebtedness. Upon payment in full of said indebtedness, the Wife shall promptly execute a Release of Lien on said property acknowledging payment of the debt and releasing this lien.

6. **DENTAL OFFICE LEASE:** The Husband's dental office is located at 601

Brandywine Village Court, Old Hickory, Tennessee which property is titled in the name of the Real Properties Partnership listed in Section 5 of this agreement. The Husband holds said property by virtue of a lease agreement with Real Properties Partnership. The Husband shall be awarded the lease hold on his dental office and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband. The Husband shall be responsible for the lease indebtedness and shall indemnify and hold the Wife harmless thereon. Said property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 3 of the Spencer & Atchley Commercial Subdivision as shown on the Plan of record in Book 9700, Page 560, Register's Office for said County, to which reference is hereby made for a complete and accurate description thereof.
>
> Being the same property conveyed to Real Properties Partnership by Quit Claim Deed from Michael A. Atchley as of record in Book 10902, Page 129, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 601 Brandywine Village Court, Old Hickory, Tennessee 37138.

7. **INVESTMENT REAL ESTATE:** The parties own an interest in three lots being lot numbers 2, 5, and 6 at Brandywine Village Court, Old Hickory, Tennessee and more particularly described as follows:

> Land lying and being situated in the 4th Civil District of Davidson County, Tennessee, described according to an unrecorded survey made by William M. Keel, Surveyor, dated May 24, 1984, as follows, to wit:
>
> Beginning at a concrete monument in the North margin of Shute Lane and being the center of (old) Old Hickory Boulevard; thence North 81° 49' 56" 134.40 feet to an iron pin; thence with a curve having a radius of 504.40 feet to a distance of 69.11 feet to an iron pin which is at the beginning of a curve; thence in a Northwest direction around said curve having a radius of 44.13 feet a distance of 77.56 feet to an iron pin the East margin of Old Hickory Boulevard; thence with said margin along a curve having a radius of 1885.35 feet a distance of 718.66 feet to an iron pin; thence North 33° 01' West 26.70 feet to an iron pin at the beginning of a curve, thence in a Northeast direction around said curve having a radius of 15.00 feet a distance of 34.39 feet to an iron pin in the South margin marked Montchanin Road; thence with said margin South 81° 38' 07" East 624.11 feet to a concrete monument which is located at the center of (old) Old Hickory Boulevard South 7° 50' 17" West 689.59 feet to a concrete monument which is the point of beginning and contains 6.67 acres, more or less.
>
> Being the same property conveyed to S&A Enterprises, LLC by Michael A. Atchley and Richard Spencer as of record in Book 10902, Page 125, Register's Office for Davidson County, Tennessee.

The Wife shall be divested of any right, title or interest therein and all of her interest shall

vest solely in the Husband. The Husband shall be responsible for any outstanding indebtedness associated with said real property and shall indemnify and hold the Wife harmless thereon. Upon the entry of the Final Decree of Divorce in this cause, the Wife shall deliver to the Husband an executed Quit Claim Deed transferring her interest in said real property to the Husband.

8. **INVESTMENT ACCOUNTS:** The Wife shall be awarded the following investments:

Bank of America Certificate of Deposit #910-000-1815-4669
One-half of Visual Commerce stock*

The Husband shall be awarded the following investments:

Bank of America Money Market account #001-1237-0291
Paine Webber Resource Management account #C3-02611
All E-Charge stock
One-half of Visual Commerce stock*

* The parties acknowledge that they currently do not hold any stock certificates for the Visual Commerce stock but by election dated November 13, 2000, the Husband elected to convert an unsecured twelve percent convertible note issued by Visual Commerce, Inc. into shares of Series A Preferred Stock. The value of the note including principal and accrued interest as of November 13, 2000, was $25,951.38 and the conversion was to be at the price of $0.80 per share for approximately 32,439 shares. The stock certificates have not yet been received from the foregoing conversion. The parties agree that upon receipt of those certificates, the parties shall cooperate in transferring one-half of said stock into each of the parties' names.

Each of the parties acknowledges that they shall be responsible for any tax liability associated with the sale of the contents of any of the investment accounts set forth above and shall indemnify and hold the other party harmless thereon.

9. **RETIREMENT/PENSION ACCOUNTS:** The Wife shall be awarded the following retirement and/or pension plans:

Paine Webber SEP Resource Management account #C3-02620
Paine Webber Hartford Life Director Money Purchase account #710303580
Paine Webber Resource Management Money Purchase account
Paine Webber Manulife Money Purchase account #2117227
Paine Webber Hartford Directory Money Purchase account #710-511-491
Delta Airline Profit Sharing Plan
Delta Airline Pension Plan
One-half Retirement Account, Inc. NewsUpgrade.com stock options, 166,400 total shares

The Husband shall be divested of any right, title or interest in and to the above described

retirement plans and all interest shall vest solely in the Wife. The Husband hereby waives any survivor interest in any of the above described retirement/pension plans and agrees to execute any documents necessary to affect said waiver.

The Husband shall be awarded the following retirement/pension plans:

Paine Webber 401K Profit Sharing account #C3-02856
Paine Webber Money Purchase Restricted Upgrade Stock of approximately 44,910 shares
Paine Webber Money Purchase Unrestricted Upgrade Stock of approximately 845 shares
Paine Webber Money Purchase account #710-511-490
Approximately 14,666 shares of restricted upgrade stock
One-half Retirement Account, Inc. NewsUpgrade.com, 166,400 total shares

The Wife shall be divested of any right, title or interest in and to the above-described retirement plans and all interest shall vest solely in the Husband. The Wife hereby waives any survivor interest in any of the above described retirement/pension plans and agrees to execute any documents necessary to affect said waiver.

The parties agree that a Qualified Domestic Relations Order shall enter if necessary to transfer the above retirement/pension accounts into the name of the recipient party. The Court shall retain jurisdiction over the foregoing assets until such time as they have been transferred in compliance with this Order by Qualified Domestic Relations Order or otherwise. The parties further acknowledge and agree that each shall be responsible for any taxes or penalties associated with the sale, transfer, or withdrawal of the assets awarded to him or her under the terms of this paragraph and shall indemnify and hold the other party harmless thereon.

10. **PROCEEDS HELD BY COURT:** The Husband shall be awarded all funds currently held by the Court through the Davidson County Circuit Court Clerk's Office in the amount of approximately $62,000 and any interest accrued thereon.

11. **LIFE INSURANCE POLICIES:** The Wife shall be awarded as her sole property the Northwestern Mutual Life Insurance Policies on the name insured listed below:

a. Rachel Atchley
Policy #13-079-359

b. Judith Atchley
Policy #11-284-952

c. Michael Atchley
Policy #13-246-512

d. Michael Atchley
Policy #12-272-760

e. Michael Atchley
Policy #12-824-716

The Wife shall be awarded the above listed policies including the cash value on said policies. The Wife shall be responsible for any premiums due to maintain said policy.

The Husband shall be awarded the Northwestern Mutual Life Insurance Company policies on the name insured listed below:

a. Michael Atchley
Policy #12-093-647

b. Michael Atchley
Policy #10-572-461

c. Michael Atchley
Policy #9-585-921

12. **DENTAL PRACTICE:** The Husband is a dentist licensed to practice dentistry in the state of Tennessee doing business as Michael A. Atchley, D.D.S., PC. The Husband shall be awarded his dental practice in its entirety including all dental equipment, inventory, office furniture, furnishings, computers, and accounts receivable. The Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband. The Husband shall be responsible for any indebtedness associated with said practice including the outstanding indebtedness on his dental equipment and shall hold the Wife harmless thereon.

13. **HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES:** The Wife shall be awarded the household furniture, furnishings and appliances located in the marital residence free and clear of any claim of the Husband and the Husband is divested of any right, title or interest therein.

The Husband shall be awarded all household furniture, furnishings and appliances now in his possession free and clear of any claim of the Wife and the Wife is divested of any right, title or interest therein.

14. **BANK ACCOUNTS:** The Husband shall be awarded the contents of his AmSouth business checking account and AmSouth personal checking account free and clear of any claim of the Wife.

The Wife shall be awarded her Bank of America checking account free and clear of any claim of the Husband.

15. **AUTOMOBILES:** The Wife shall be awarded the 1997 Toyota Camry automobile

now in her possession free and clear of any claim of the Husband. The Husband shall be divested of any right, title or interest thereon and all interest shall vest solely in the Wife. The parties acknowledge that said vehicle is unencumbered.

The Husband shall be awarded the 1995 GMC Suburban automobile now in his possession free and clear of any claim of the Wife and all right, title and interest shall vest solely in the Husband. The parties acknowledge that said vehicle is unencumbered.

Each of the parties shall be responsible for seeing that the vehicle awarded to him or her above is appropriately insured and shall indemnify and hold the other party harmless from any liability associated therewith.

16. **ADDITIONAL DIVISION OF MARITAL PROPERTY:** As an additional division of marital property, the Husband shall pay to the Wife the sum of $83,859, accruing interest at the rate of 7.5 percent per annum. Said amount and the accrued interest shall be due and payable to the Wife on the 5th anniversary of the entry of the Final Decree of Divorce in this cause. This indebtedness is secured by a lien on property awarded to the Husband located at 601 Brandywine Village Court, which lien is more fully described in Section 5 of this agreement.

The parties agree that the foregoing sum plus accruing interest shall constitute an *in solido* alimony award to the Wife and shall not be dischargeable by the Husband in Federal Bankruptcy Court.

17. **DEBTS AND OBLIGATIONS:** The Husband shall be responsible for the following debts:

Sprintz Showroom
Rooms to Go
JARAMA Partnership indebtedness
South Trust Bank mortgage on the 601 Brandywine Village Court property
Regions Bank mortgage for S&A Enterprises
Regions Bank S&A Line of Credit
City Miles Visa
Platinum Select A Advantage Card

The Husband shall be responsible for all of the foregoing debts as well as any other debt listed in his name alone and shall indemnify and hold the Wife harmless thereon.

The Wife shall be responsible for any indebtedness currently in her name alone. Except as set forth in this agreement, to the best of the parties' knowledge there is no other joint indebtedness.

18. **SPOUSAL SUPPORT:** The Husband shall pay to the Wife as rehabilitative

alimony the sum of $2,000 per month for a period of ten (10) years from the date of the entry of the Final Decree of Divorce, or until the death or remarriage of the Wife, whichever event occurs first, at which time the aforesaid support obligation shall terminate. The first payment is due and payable on May 1, 2001, and the first day of each month thereafter until terminated under the terms of this agreement or by Order of this Court. Said payments shall be includable in the Wife's income for Federal Income Tax purposes and shall be deductible to the Husband.

19. **MAJOR MEDICAL INSURANCE:** The parties agree that the Husband shall provide and pay the monthly premium for major medical insurance on the Wife pursuant to the COBRA Conversion Statute until she becomes eligible for insurance through her employer, or for a period not to exceed thirty-six (36) months, whichever event occurs first. The Wife shall have an affirmative duty to immediately notify the Husband as soon as she becomes eligible for major medical insurance through her employer or secures employment where such insurance is offered. Failure to do so shall result in the Husband being reimbursed for all premiums paid after the date of the Wife's eligibility.

20. **TAX FILING/DEDUCTIONS:** The parties agree that they shall file a joint Federal Income Tax Return for the tax year 2000. The Husband shall be responsible for preparing said return and shall be responsible for any taxes, penalty or interest owed, including any capital gains taxes owed by the parties and shall indemnify and hold the Wife harmless thereon. Thereafter, in subsequent years, the parties shall file their Federal Tax Returns individually.

21. **ATTORNEY'S FEES AND COURT COSTS:** Each of the parties shall be responsible for his or her attorney's fees. The Husband shall pay the cost of this cause for which execution may issue if necessary.

22. **FULL DISCLOSURE:** Each of the parties acknowledges that they have made a full disclosure of all marital and separate assets and that there are no other marital assets not addressed under the terms of this Agreement, including but not limited to, retirement accounts, IRA accounts, investment accounts or bank accounts. In the event that one party discovers that the other has failed to disclose additional assets which are considered by a Court of competent jurisdiction to be marital property, then in that event, said assets shall be divided equally between the parties.

23. **MISCELLANEOUS PROVISIONS:**

(A) 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 therefore, it is the intention of the parties that such obligation shall be deemed to be a support obligation under 11 U.S.C. 523(5) and shall not be dischargeable in bankruptcy as to the other party.

(B) 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 debts for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(C) In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in enforcing this agreement.

(D) It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in **The Circuit Court for Davidson County, Tennessee** and submitted to the Court for ratification and incorporation into the Final Decree between the parties.

(E) 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 and claims which each may have or hereafter acquire under law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead, 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 the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

(G) The parties acknowledge that there are no assets owned by 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 warrant and represent that they have made full disclosure to each other of all assets in which they have any interest.

(H) 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.

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

(J) In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provisions shall not effect the other provisions of this Agreement, said provisions being severable.

(K) It is understood and agreed between the parties that, as a part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

(L) 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.

(M) 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 payment. 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 future debt of the other, then the party of whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal services.

(N) Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an

opportunity to do so.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

Michael Atchley
MICHAEL ATCHLEY

Judith Atchley
JUDITH ATCHLEY

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **Michael Atchley,** with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 27th day of April, 2001.

Melissa Ingram
Notary Public

My Commission Expires: 11/29/2003

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **Judith Atchley,** with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 30th day of April, 2001.

Notary Public

My Commission Expires: 11/27/04

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY TENNESSEE

01 MAR 30 PM 12:35

	)	**Case No. 00D-995**
JUDITH ATCHLEY,	)	
Plaintiff/Mother,	)	PARENTING PLAN
vs.	)	[ ] Proposed (**PPP**)
	)	[ ] Temporary (**PPT**)
MICHAEL ATCHLEY,	)	[X] Final Order (**PP**)
Defendant/Father.	)	

PERMANENT PARENTING PLAN

This Parenting Plan is :

[X] proposed by **Mother** and **Father**.

I. GENERAL INFORMATION

This parenting plan applies to the following children:

Name	Social Security No.	Birthdate
Rachel E. Atchley **125 Dekewood Drive** **Old Hickory, TN 37138**	[redacted]**-2268**	**April 17, 1986**

II. RESIDENTIAL SCHEDULE

These provisions set forth where the child shall reside each day of the year and what contact the child shall have with each parent.

2.1 PRE-SCHOOL SCHEDULE.

[X] There are no children of preschool age.

2.2 SCHOOL SCHEDULE.

Upon enrollment in school, the child shall reside with the [X] mother [ ] father, except for the following days and times when the child will reside with or be with the other parent: **As agreed to by the parties with no less than one night each week from 6:00 p.m. to 8:00 p.m. and alternating weekends from Saturday morning at 9:00 a.m. until Sunday evening at 8:00 p.m.**

2.3 SCHEDULE FOR WINTER/CHRISTMAS VACATION.

The child shall reside with the [X] mother [ ] father during winter vacation, except for the following days and times when the child will reside with or be with the other parent: **Rachel to reside with Mother the first week after school is out for the holiday until 1:00 p.m. on Christmas Day in odd years and with Father from 1:00p.m. on Christmas Day until 6:00 p.m. on New Years Eve in odd years and then to alternate in even-numbered years.**

2.4 SCHEDULE FOR SPRING VACATION.

The child shall reside with the [X] mother [ ] father during spring vacation, except for the following days and times when the child will reside with or be with the other parent: **The parties shall alternate Spring Break/Vacation with Mother to have the minor child on odd years and Father to have the minor child on even years.**

2.5 SUMMER SCHEDULE.

Upon completion of the school year, the child shall reside with the [X] mother [ ] father, except for the following days and times when the child will reside with or be with the other parent:

[X] Same as school year schedule.
[ ] One week every month
[ ] Two weeks every month
[ ] One month beginning _____
[ ] _____ weeks during summer, starting _____.
[ ] Other: _____

During the above summer schedule, the other parent shall have time with the child] as follows: **Father shall have two weeks extended visitation with parties' minor child during regular school summer break and Father shall let Mother know by April 1 which week he will be exercising his visitation.**

2.6 SCHEDULE FOR HOLIDAYS.

The residential schedule for the child for the holidays listed below is as follows:
Since the parties' minor child is 15 years old, the parties shall agree between themselves as to how to divide up holidays.

	With Mother (Specify Year Odd/Even/Every)	With Father (Specify Year Odd/Even/Every)
New Year's Day	Odd	Even
Martin Luther King Day	Odd	Even
Presidents' Day	Even	Odd
Easter	Odd	Even
Passover	N/A	N/A
Memorial Day	Even	Odd
July 4th	Odd	Even
Labor Day	Even	Odd
Veterans' Day	Odd	Even
Thanksgiving Day	Even	Odd
Christmas Eve	See2.3	See2.3
Christmas Day	See2.3	See2.3
Hanukkah	N/A	N/A

[X] For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times):
from 9:00 a.m. on the day of the holiday until 8:00 p.m. on the day of the holiday.

2.7 SCHEDULE FOR SPECIAL OCCASIONS.

The residential schedule for the child for the following special occasions (i.e., birthdays) is as follows:

	With Mother (Specify Year Odd/Even/Every)	With Father (Specify Year Odd/Even/Every)
Mother's Day	**every**	
Father's Day		**every**
Mother's Birthday	**every**	
Father's Birthday		**every**
Child's Birthday	**every, but**	

Father is to have at least two (2) hours on the child's birthday, if possible, based on her school schedule, or on the evening before her birthday.

2.8 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

[X] Does not apply.

2.9 RESTRICTIONS.

[X] Does not apply.

2.10 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child, other than costs, between parents shall be as follows: **Father shall be responsible for the transportation of the minor child to and from visitation.**

2.11 DESIGNATION OF CUSTODIAN.

The children named in this parenting plan are scheduled to reside the majority of the time with the [X] mother [ ] father. This parent is designated the custodian of the child solely for purposes of all other state and federal statutes which require a designation or determination of custody. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

III. CHILD SUPPORT

3.1 FINANCIAL SUPPORT.

[X] The [ ] mother [X] father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of **$2,500.00** per **month**, beginning **May 1, 2001**, **based on Father's current earnings of at least $195,000.00 per year.**

This amount shall not be prorated unless otherwise specified.

[X] Other provisions for financial support:

Father will continue to fund the Paine Webber Custodial Account C3-02669, no less than $500.00 per year, for the purpose of paying for Rachel's college education. The Paine Webber Account shall be exhausted first in paying for her college education and Father shall be responsible for any remaining costs and expense.

[X] The parties affirmatively acknowledge that no action by either or both of them will be effective to reduce child support after the due date of each payment. The parties further understand that Court approval must be obtained before child support can be reduced or modified, unless such payments are automatically reduced or terminated under the terms of this parenting plan.

3.2 TAX DEDUCTION.

[X] The [ ] mother [X] father will receive the tax deduction for the child. Each party shall provide to the other, by or before April 15 of every year, a copy of their respective W-2 forms or a copy of the first page of their tax return.

[ ] Other provisions regarding tax deduction:

3.3 HEALTH INSURANCE.

[X] The [ ] mother [X] father will maintain medical/hospital insurance on the minor child and he/she shall provide proof of continuing coverage by February 15th of each year.

[X] Uncovered medicals, including deductibles, copays and prescriptions, if any, will be divided by the parties with the Father to pay 75%, and Mother to pay 25%.

3.4 LIFE INSURANCE.

[X] The [ ] mother [X] father shall insure his/her own life in the minimum amount of **$300,000.00**, whole or term, which may not decrease in face amount until the parties' child has reached the age of twenty-six (26) years or graduated from college, whichever occurs first. The policy shall name the minor child as primary beneficiary of the coverage required by the Court. The choice of the secondary beneficiary is up to the policy owner(s).

3.5 DENTAL/ORTHODONTIC CARE

[X] The [ ] mother [X] father will maintain and provide dental/orthodontics care on the minor child. Uncovered dental/orthodontic expenses will be borne by [ ] mother [X] father [ ] divided equally by the parties.

IV. DECISION MAKING

4.1 DAY TO DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. Regardless of the allocation of decision making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the children.

4.2 MAJOR DECISIONS.

Major decisions regarding each child shall be made as follows:

Education decisions	[ ] mother	[ ] father	[X] joint
Non-emergency health care	[ ] mother	[ ] father	[X] joint
Religious upbringing	[ ] mother	[ ] father	[X] joint
Extracurricular Activities	[ ] mother	[ ] father	[X] joint

4.3 RESTRICTIONS IN DECISION MAKING.

[X] Does not apply.

V. DISPUTE RESOLUTION

[X] Disputes between the parties, other than the child support disputes, shall be submitted to:

[X] Mediation by **Jack Norman Jr., or Lucinda Smith**, or

[X] As determined in the dispute resolution process.

The counseling, mediation or arbitration process shall be commenced by notifying the other party by [ ] written request [X] certified mail [ ] other: _____

In the dispute resolution process:

(a) Preference shall be given to carrying out this Parenting Plan.

(b) Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.

(c) A written record shall be prepared of any agreement reached in counseling or mediation and of each arbitration award and shall be provided to each party.

(d) If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court shall award attorneys' fees and financial sanctions to the other parent.

(e) The parties have the right of review from the dispute resolution process to the court.

VI. STANDARD PARENTING ORDERS

Pursuant to *Tennessee Code Annotated*, §36-6-101(a) both parents are entitled to the following rights:

1. To unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;

2. To send mail to the child which the other parent shall not open and will not censor;

3. To receive notice and relevant information as soon as practical (but within 24 hours) in the event of hospitalization, major illness, or death of the child;

4. To receive directly from the school, upon written request, which includes a current mailing address and upon payment of reasonable costs of duplicating, copies of the child's report cards, attendance records, names of teachers, class schedules, standardized test scores, and any other records customarily made available to parents.

5. Unless otherwise provided by law, the right to receive copies of the child's medical, health or other treatment records directly from the physician or health care provider who provided such treatment or health care upon written request which contains a current mailing address and upon payment of reasonable costs of duplication; provided, that no person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person.

6. To be free of derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child.

7. To be given at least forty-eight (48) hours notice, whenever possible, of all extra curricular activities, and the opportunity to participate or observe, including, but not limited to, the following:

    (i) School activities;
    (ii) Athletic activities;
    (iii) Church activities; and

(iv) Other activities as to which parental participation or observation would be appropriate.

8. To receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency.

9. Access and participation in education, including the right of access to the minor child or children for lunch and other activities, on the same basis that is provided to all parents, provided the participation or access is reasonable and does not interfere with day-to-day operations or with the child's educational performance.

VII. OTHER PROVISIONS

[ ] There are no other provisions.

[X] There are the following other provisions: **Father shall be contractually bound to pay college or vocational tuition, room and board for minor child for up to four (4) years of school at same rate as the then "in State" cost for the University of Tennessee at Knoxville. The Paine Webber Custodial Account, C3-02669, shall be used first to pay for college expenses, and any remaining unpaid expenses will be paid by Father. Father also to provide to child at age sixteen (16) years and upon receiving a driver's license, half (1/2) the cost of an automobile provided; however that such cost to Father shall not exceed $10,000.00. Father shall also provide for one-half (½) of the cost of maintaining automobile insurance for the child's car until she graduates from college or reaches the age of 24 years, whichever occurs first.**

VIII. DECLARATION FOR PROPOSED PARENTING PLAN

[X] Does not apply.

[] (Only sign if this is a proposed parenting plan.) I declare under penalty of perjury under the laws of the State of Tennessee that this plan has been proposed in good faith and that the statements in Part II of this Plan are true and correct.

Parenting Plan Approval:

Judith Atchley
Mother

30 April 2001
Date and Place of Signature

Michael Atchley
Father

4/27/2001
Date and Place of Signature

IX. ORDER BY THE COURT

It is **ORDERED, ADJUDGED AND DECREED** that the **Parenting Plan** set forth above is adopted and approved as an order of this court.

WARNING: Violation of residential provisions of this order with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense under T.C.A. § 39-13-306. Violation of this order may subject a violator to arrest.

When mutual decision making is designated but cannot be achieved, the parties shall make a good faith effort to resolve the issue through the dispute resolution process.

If a parent fails to comply with a provision of this plan, the other parent's obligations under this plan are not affected.

Dated: 4/30/01

Carol Soloman

JUDGE ~~MURIEL ROBINSON~~
Carol Soloman
By Interchange

Presented by:

Helen S Rogers

HELEN S. ROGERS, #7025
Attorney for Mother
The Wind in the Willows Mansion
2205 State Street
Nashville, Tennessee 37203
(615) 320-0600 (Telephone)
(615) 320-9933 (Fax)

~~PHILLIP~~ R. ROBINSON, #3023
Attorney for Father
Suite 2400, L&C Tower
401 Church Street
Nashville, Tennessee 37219
(615) 467-1801 (Telephone)
(615) 467-1807 (Fax)

It is therefore, **ORDERED, ADJUDGED AND DECREED,** that all parts and portions of the Marital Dissolution Agreement and the Permanent Parenting Plan executed by the parties and incorporated herein, are hereby approved by the Court and made a judgment hereof in all respects; and

All court costs of this cause shall be taxed to the Plaintiff/Husband, Michael Atchley, for which execution may issue if necessary.

The addresses of the parties are as follows:

Judith Atchley
125 Dekewood Drive
Old Hickory, Tennessee 37138

Michael Atchley
601 Brandywine Village Circle
Old Hickory, Tennessee 37138

ENTERED this the 30th day of April, 2001.

Carol Soloman

JUDGE ~~MURIEL ROBINSON~~
Carol Soloman
By Interchange

APPROVED FOR ENTRY:

Helen S Rogers

Helen S. Rogers, #7025
Attorney for Plaintiff/Wife
2205 State Street
Nashville, Tennessee 37203
(615) 320-0600 (Telephone)
(615) 320-9933 (Fax)

CERTIFICATE OF SERVICE

I do hereby certify that on the 30th day of April, 2001, a true and exact copy of the foregoing **Final Decree** has been mailed by U.S. Mail, postage prepaid, the counselor(s) listed below as indicated herein:

Phillip R. Robinson, Esq.
213 Third Avenue North
Nashville, Tennessee 37201

____ Deposit in the U.S. Mail
__✓__ Hand Delivery
____ FAX
____ Overnight Delivery
____ Certified-Return Receipt Requested

Helen S. Rogers

Helen S. Rogers, Esq.

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 30 day of APRIL , 2001 , in the Case Number 00D995 between ATCHLEY, JUDITH LYNN Plaintiff, and ATCHLEY, MICHAEL ANTHONY Defendant, as same remains of record in Vol. 1841 , Page 337461 of 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 08 day of MAY in the year two thousand one and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Amber Ramsey
Deputy Clerk

SEAL

