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

2001 AUG -8 PM 4:(

RICHARD R. ROBKER, CL

D Murray

SUSAN B. BABLOVE, **Plaintiff/Wife,**	)	
vs.	)	**DOCKET Nº 01D-337**
VICTOR J. BABLOVE, **Defendant/Husband.**	)	

Davidson County DEEDDIV
Recvd: 08/27/01 09:33 40pg
Fees:202.00 Taxes:0.00
20010827-0092026

FINAL DECREE

This cause came on to be heard on this the 8th day of August, 2001, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for absolute divorce filed by the 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; 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 the Plaintiff/Wife, Susan B. Bablove, is hereby awarded an absolute divorce from the Defendant/Husband, Victor J. Bablove, 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 the parties have made adequate and sufficient provisions by written agreement for the fair and equitable settlement of any property rights between them and that such child support is set in accordance with the State Child Support Guidelines. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

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

2001 AUG -8 PM 4:02

RICHARD R. ROOKER, CLERK

D. Murray D.C.

SUSAN B. BABLOVE,	)	
Social Security No.: [redacted]-2534	)	
Plaintiff/Wife,	)	
	)	
vs.	)	**DOCKET Nº 01D-337**
	)	
VICTOR J. BABLOVE,	)	
Social Security No.: [redacted]-8521	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made by and between the parties, **SUSAN B. BABLOVE** (hereinafter referred to as "Wife") and **VICTOR J. BABLOVE,** (hereinafter referred to as "Husband");

WHEREAS, the parties were married on April 12, 1980; and

WHEREAS, the parties have one (1) child of this marriage to wit: Laura Katherine Bablove, born January 7, 1985; and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences or inappropriate marital conduct is alleged as a ground has been instituted in the Fourth Circuit Court for Davidson County, Tennessee, under Docket No. 01D-337, and the parties have no expectation of renewing their marital relationship; and

WHEREAS, the parties have consequent of disputes and apparent irreconcilable differences wish to make arrangements in the connection with the dissolution of their marriage and to settle all property, child custody and support and marital property and debts growing out of the marital relationship;

IT IS THEREFORE AGREED that for and in consideration of the mutual promises and premises herein contained the parties agree as follows:

1. **PERSONAL PROPERTY.** The parties will divide their personal property in accordance with the attached household inventory which is attached hereto as ***"Exhibit 1"***.

2. **MARITAL HOME.** The Wife is awarded the marital home located at 5613 Trousdale Drive, Brentwood, Davidson County, Tennessee 37027, and Husband is divested of all of his right, title, and interest in such marital home which is more fully described as follows:

Land in Davidson County, Tennessee, being Lot No. 34 on the Plan of Hearthstone, Phase 9, of record in Book 6900, page 374, Register's Office, Davidson County, Tennessee.

Being the same property previously conveyed to Dorothy Paxton, by deed from Robert H. Martin and wife, Janice A. Martin of record in Book 8398, page 160, Register's Office for Davidson County, Tennessee.

This is improved property known as 5613 Trousdale Drive, Brentwood, Tennessee 37027.

Wife would be solely responsible for keeping current and maintaining the parties' remaining mortgage on the marital residence to SunTrust, P. O. Box 26149, Richmond, Virginia 23260-6149 in the monthly amount of Seven Hundred Fifty-Two Dollars and Twenty-Four Cents ($752.24) and Wife shall hold Husband harmless from any and all further liability thereon. The parties agree that the Husband shall remove himself and his personal belongings, as awarded to him herein, on or before June 4, 2001.

3. **RETIREMENT.** Each party would be awarded those retirement accounts, IRAs, 401(k)'s in their separate names, free and clear of the claims of the other spouse.

4. **BANK ACCOUNTS AND STOCKS.** Each party would be awarded any and all bank account(s) and stock account(s) in their sole and separate names. The parties further agree that the Husband is awarded the parties' joint Franklin Templeton Fund (Account #102-2890172117) in the approximate amount of Eight Thousand ($8,000) Dollars.

5. **ACCOUNTS FOR THE MINOR CHILD.** The parties agree that there have been accounts which have been established for the benefit of the minor child, Laura Bablove, during the marriage under the Uniform Gift to Minors Act. These accounts include the following:

a) Phoenix Capital Growth-A (Acct. # 0004260637)

b) Phoenix -Seneca Strategic Theme Fund (Acct. # 0004688551)

c) Templeton World Fund -Class A (Acct. # 102-2853672834)

The most recent statements for these accounts are attached hereto as **"Collective Exhibit #2"**. Additionally, the minor child has received an inheritance from a paternal uncle. The Husband has placed these funds in a Trust and a copy of this Trust instrument is hereto attached as **"Exhibit 3"**. The monies being held in this Trust by the Husband for the minor child, Laura Bablove, have been

invested and the Husband has attached the most recent statement(s) evidencing such investment(a) as **"Collective Exhibit #4"**.

Husband agrees to consult with the Wife on any and all changes, reinvestment, withdrawals, and/or payments from any of the UGMA or Trust accounts. In the event the parties mutually agree that the UGMA funds may be used for ordinary or extraordinary expenses associated with the minor child, including the purchase of an automobile, medical or psychological needs of the child, or otherwise, these funds shall be so utilized for such mutually agreeable purpose(s). This agreement by and between the parties concerning the ordinary or extraordinary expenditures must be in writing and signed by both the parties to authorize such agreement. Since the initial intended use of the funds in the UGMA accounts is for the education of the minor child, Husband, as long as he is custodian of the accounts, agrees to withdraw funds from these accounts for the purpose of tuition payments in a timely manner when requested by the Wife.

6. **AUTOMOBILES.** Both parties currently lease the automobiles which they are currently driving. Wife will be awarded the 2000 Honda CRV automobile and be solely responsible for any and all remaining lease payments on such automobile and Wife will further agree to hold the Husband harmless from any further liability thereon. Husband will retain the 2001 Honda Accord automobile and be solely responsible for any and all remaining lease payments on such automobile and the Husband further agrees to hold the Wife harmless from any further liability thereon.

7. **MARITAL DEBTS.** Both parties hold credit cards in the sole and separate names. The parties agree to each be solely responsible for keeping current and maintaining payments on the credit cards in their sole and separate names. The parties further agree to hold the other party harmless from any and all indebtedness and/or liability on the credit cards in their sole and separate names.

8. **TAX RETURN.** The parties have filed a joint tax return for the tax year 2000. Wife will make any tax payment that is due and would receive any refund if one is available. In the future, the parties will file separate tax returns. The Husband shall provide to the Wife the annual 1099 tax forms on the minor child's investments in the UGMA accounts or any other investment accounts held by the Husband on behalf of the minor child upon his receipt of such forms in order that the Wife can prepare the annual tax returns on such investment account(s).

9. **LIFE INSURANCE.** The parties agree that each party will retain those life insurance policies in their sole and separate names and will be able to designate as a beneficiary whomever they wish, except for Husband's obligation to retain at least Fifty Thousand ($50,000) Dollars of life insurance for the use and benefit of the minor child, Laura Bablove, as set forth in the parties' Parenting Plan.

10. **PARENTING PLAN.** The parties have entered into a Parenting Plan, attached hereto as ***Exhibit 5,*** that deals with the obligations of the parties as to residential time, child support, and other parental obligations.

GENERAL PROVISIONS.

11. **TORT CLAIMS.** The parties further agree that by executing this Marital Dissolution Agreement, they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

12. Whenever one party is required by the terms of this agreement to assume responsibility for paying certain debts, or payments and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under Title 11 U.S.C.A. § 523(5), which is not dischargeable in Bankruptcy as to the other party. Any debt incurred by either party since their separation shall be their separate responsibility and they shall hold each other harmless from any liability thereon.

13. In the event that a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this agreement, the party against which such claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

14. In the event that it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

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

It is further 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 of any and all claims arising out of their marital relationship.

15. Each party hereby waives and relinquishes to the other all rights or claims which each of them may have or hereinafter required under the law of any jurisdiction with respect to the other's property, including, without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent, or distribution, or right to act as an administrator or executor of the other's estate, except as provided by the terms of this agreement. This agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

17. It is understood and agreed between the parties that this agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation and with the advice of counsel. The provisions of this agreement and their legal effect are fully known by each other of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily. This agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein. Both parties are represented by counsel.

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

IN WITNESS WHEREOF, the parties have set their signatures.

6-26-01
DATE

SUSAN B. BABLOVE

6-25-01
DATE

VICTOR J. BABLOVE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Paul D. Hammond, a Notary Public in and for the aforesaid State and County, the within-named **SUSAN B. BABLOVE,** with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that she executed the within instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires 3-27-2004.
DATE

STATE OF TENNESSEE }
COUNTY OF Davidson }

Personally appeared before me, Stephanie McCarty, a Notary Public in and for the aforesaid State and County, the within-named **VICTOR J. BABLOVE,** with whom I am personally acquainted, or upon sufficient evidence provided, and who acknowledged that he executed the within instrument for the purposes therein contained.

NOTARY PUBLIC

My Commission Expires My Commission Expires MAR. 26, 2005.
DATE

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HOUSEHOLD INVENTORY WORKSHEET

3/29

Revised 5/2

VIC, SUSAN & LAURA BABLOVE
5613 TROUSDALE DR
BRENTWOOD, TN 37027

	VIC	SUSAN	LAURA	
LIVING ROOM				
SECRETARY & CHAIR		X		INHERITED
WICKER WASTE BASKET		X		INHERITED
VICTORIAN CHAIR - LARGE		X		INHERITED
VICTORIAN CHAIR - SMALL		X		INHERITED
VICTORIAN COUCH		X		
COFFEE TABLE - GLASS TOP		X		INHERITED
CHILD'S ROCKING CHAIR		X		INHERITED
FOOTSTOOL - BLACK NEEDLEPOINT		X		INHERITED
PIANO & BENCH		X		INHERITED
SIDE CHAIR		X		INHERITED
MUSIC BOX		X		INHERITED
2-END TABLES		X		INHERITED
ORIENTAL RUG - LARGE		X		INHERITED
ORIENTAL RUG - SMALL		X		INHERITED
BRASS MUSIC STAND			X	
FOYER				
ORIENTAL RUG - MEDIUM		X		INHERITED
GAME TABLE		X		INHERITED
CANE BOTTOM CHAIR		X		INHERITED
MIRROR		X		INHERITED
SMALL ODD TABLE		X		INHERITED
BRASS UMBRELLA HOLDER		X		
DINING ROOM				
TABLE		X		INHERITED
4 CHAIRS		X		INHERITED
CHINA CABINET - LARGE		X		
CHINA CABINET - CORNER		X		INHERITED
CARVED BACK CHAIR		X		INHERITED
CHILD'S HIGH CHAIR		X		INHERITED
SPOON RACK		X		INHERITED
NIC-NAC RACK		X		INHERITED
SILVERWARE & CHINA		X		INHERITED
KITCHEN				
MICROWAVE	X			
OAK TABLE & 4 CHAIRS		X		
HUTCH	X			
NORITAKE CHINA SET (WEDDING GIFT)	X			
COFFEE MAKER	X			
TOASTER		X		
COFFEE GRINDER		X		
MISC KITCHEN UTENSILS				TBD
DEN				
COUCH - SLEEPER	X			
LAZY BOY	X			
LAZY BOY		X		
SMALL ROCKER		X		
COFFEE TABLE	X			
MARBLE TOP TABLE - BLACK		X		INHERITED
ENTERTAINMENT CENTER		X		
STEREO EQUIPMENT	X			OWNED PRIOR TO MARRIAGE
TELEVISION	X			
VCR	X			
HUMIDIFIER		X		
HAND WOVEN RUG	X			VIC'S MOTHER MADE

2001 AUG -8 PM 4:

RICHARD R. ROOKER, CL

INHERITED

HOUSEHOLD INVENTORY WORKSHEET

3/29/

Revised 5/2/

VIC, SUSAN & LAURA BABLOVE
5613 TROUSDALE DR
BRENTWOOD, TN 37027

	VIC	SUSAN	LAURA	
SUN ROOM				
COUCH - LOVESEAT		X		
LAZY-BOY (OLD)		X		
WINGBACK CHAIR	X			
CHEST - 2 DRAWER		X		INHERITED
DROP LEAF TABLE		X		INHERITED
STORAGE CABINET		X		INHERITED
ETAGERE		X		OWNED PRIOR TO MARRIAGE
SINGER SEWING MACHINE		X		INHERITED
CHILD'S CHAIR		X		INHERITED
2 - SPINDLE LEG END TABLES		X		INHERITED
MAGAZINE BASKET		X		
SLIDING DOOR CABINET	X			
MAGAZINE BASKET - BROWN	X			
WOOD PLANT HOLDER	X			OWNED PRIOR TO MARRIAGE
WOOD PLANT STAND	X			OWNED PRIOR TO MARRIAGE
WHITE WICKER PLANT STAND		X		OWNED PRIOR TO MARRIAGE
LAUNDRY ROOM				
WASHER		X		
DRYER		X		
UPRIGHT VACUUM		X		INHERITED
CANISTER VACUUM	X			OWNED PRIOR TO MARRIAGE
MASTER BEDROOM				
KING BED	X			
2-BED SIDE TABLES	X			
2-CHEST OF DRAWERS	X			OWNED PRIOR TO MARRIAGE
BOOKCASE	X			
HINGED DOOR CABINET	X			
BLACK ENTERTAINMENT CENTER	X			
BLACK WOOD DOUBLE BENCH		X		INHERITED
FULL LENGTH MIRROR		X		INHERITED
OVAL MIRROR	X			
2-WALL MOUNT LAMPS	X			
ALARM CLOCK		X		GIFT
BENCH (IN BATHROOM)		X		INHERITED
OFFICE / BEDROOM				
2-BOOKSHELVES W/CABINETS	X			
BOOKSHELF	X			
HINGED DOOR CABINET	X			
COMPUTER STATION	X			
WOOD FILE CABINET W/GLASS TOP		X		INHERITED
WOOD TABLE W/2 DRAWERS & ROLLERS		X		INHERITED
COMPUTER	X			
PRINTER		X		
GATEWAY COMPUTER & PRINTER	X			
SEWING MACHINE & BENCH		X		INHERITED
WIRELESS HAND-HELD PHONE	X			
ANSWERING MACHINE	X			

HOUSEHOLD INVENTORY WORKSHEET

3/29

Revised 5/2

VIC, SUSAN & LAURA BABLOVE
5613 TROUSDALE DR
BRENTWOOD, TN 37027

	VIC	SUSAN	LAURA	
GUEST BEDROOM				
DOUBLE BED W/CANOPY		X		OWNED PRIOR TO MARRIAGE
DRESSER & MIRROR		X		OWNED PRIOR TO MARRIAGE
DESK & BENCH		X		OWNED PRIOR TO MARRIAGE
3-LEG TABLE		X		INHERITED
PHONE STAND		X		INHERITED
PHONE		X		
LAURA'S BEDROOM				
SINGLE BED W/WICKER HEADBOARD			X	
WHITE DRESSER & MIRROR			X	
WHITE DRESSER & BOOKSHELF			X	
WOOD BOOKCASE			X	
DRESSING TABLE		X		INHERITED
BEDSIDE TABLE		X		INHERITED
WOOD CHEST		X		INHERITED
HALLWAY & ALCOVE				
CHERRY DESK		X		INHERITED
GAME TABLE W/CHECKERBOARD		X		INHERITED
WOOD BOOKCASE		X		INHERITED
NEEDLEPOINT ROCKER		X		INHERITED
SIDE CHAIR W/BLUE SEAT		X		INHERITED
OFF-WHITE CABINET		X		INHERITED

HOUSEHOLD INVENTORY WORKSHEET

3/29/
Revised 5/2

VIC, SUSAN & LAURA BABLOVE
5613 TROUSDALE DR
BRENTWOOD, TN 37027

	VIC	SUSAN	LAURA	
GARAGE				
DRUM SET - SLINGERLAND	X			OWNED PRIOR TO MARRIAGE
DRUM SET - YAMAHA	X			OWNED PRIOR TO MARRIAGE
VIBRAPHONE	X			OWNED PRIOR TO MARRIAGE
TOOL CHEST	X			
LADDERS		X		
HEDGE TRIMMER		X		
BIKE		X		
BIKE			X	
GRAY WOOD STORAGE CABINET & CONTENTS		X		INHERITED
HIGH BACK CHAIR		X		INHERITED
UPRIGHT VACUUM	X			
2-DRAWER FILE CABINET		X		
4-DRAWER FILE CABINET	X			
OPRYLAND SIGNS & MEMORABILIA		X		
METAL LOCKER	X			
BEIGE METAL STORAGE CABINET	X			
GRAY METAL STORAGE CABINET		X		
LAWN MOWER		X		
KEROSENE HEATER				
KEROSENE HEATER				
KEROSENE HEATER				
STEAMER TRUNK		X		INHERITED
ICE CHEST	X			
ICE CHEST W/WHEELS		X		
WHITE METAL STORAGE CABINET		X		INHERITED
BLACK WOOD CABINET		X		INHERITED
KITCHEN STOOL W/YELLOW SEAT		X		INHERITED
WOOD COFFEE TABLE	X			
MISCELLANEOUS / OUTDOOR				
WHITE WROUGHT IRON LAWN FURNITURE		X		
- ROUND TABLE		X		
- 4 CHAIRS		X		
- SMALL TABLE		X		
- SMALL TABLE		X		
- 2 ROCKERS		X		
MILK CAN		X		INHERITED

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Consolidated Account Statement

PHOENIX INVESTMENT PARTNERS, LTD.

01/01/2001 through 03/31/2001

PLEASE RETAIN FOR YOUR RECORDS

2001 AUG -8 PM

RICHARD R. ROOKE

223510 G 02 05320001 04868
VICTOR J BABLOVE CUST
LAURA KATHERINE BABLOVE UGMA - TN
5613 TROUSDALE DR
BRENTWOOD TN 37027-4383

BROKER/DEALER
SIGNATOR INVESTORS INC
3200 W END AV BOX 1401 STE 305
NASHVILLE TN 37203-1367

Dealer # :0008286/167
Rep Name :ALAN G MOORE
Rep # :026965

Lead Account: 53-4260637
Social Security Number: On File
Investor Number: 659101

To speak with a Phoenix Fund Customer Service Representative:
Monday - Friday, 8:00 a.m. - 6:00 p.m. ET
Please call 1-800-243-1574

For 24 hour access to account information call: *The Fund Connection:* 1-800-243-1574. Please refer to the back of this statement for additional information.

Watch later this year for our redesigned Investor Statement! The revised format will have enhanced features, including a graphic display of your portfolio allocation by investment type. You can use this valuable tool with your financial advisor to ensure proper diversification of your investments. To accompany the printed statement, we'll be enhancing our website to allow you to view your account statements on line! Visit us now at www.phoenixinvestments.com, and watch for your statements online later this year.

PORTFOLIO SUMMARY

Personal Accounts	As of 03/31/2001
Total Market Value	$36,985.20

Personal Accounts Income Summary	This Period	Year-to-Date
Dividend Income	$0.00	$0.00
Long-Term Capital Gain	0.00	0.00
Short-Term Capital Gain	0.00	0.00

PERSONAL ACCOUNT SUMMARY

	Shares Owned	Share Price As of 03/31/2001	Market Value As of 03/31/2001	Percent of Portfolio
Phx-Eng Capital Growth-A	1,337.134	$16.92	$22,624.31	61.2%
Phx-Sen Strategic Theme-A	1,285.666	$11.17	$14,360.89	38.8%
Total Personal Accounts			**$36,985.20**	100 %

ACCOUNT ACTIVITY

Phx-Engemann Capital Growth Fund-A

Quotron: PHG

FUND NUMBER : 53
ACCOUNT NUMBER : 4260637

VICTOR J BABLOVE CUST
LAURA KATHERINE BABLOVE UGMA - TN

Type : UGMA/UT

Trade Date	Description	Dollar Amount	Price Per Share	Shares This Transaction
	Market value as of 12/31/2000	$31,663.33	$23.68	
	No Transactions During This Reporting Period			
	Market value as of 03/31/2001	$22,624.31	$16.92	

EXHIBIT #2

PHOENIX INVESTMENT PARTNERS, LTD.

01/01/2001 through 03/31/2001

PLEASE RETAIN
FOR YOUR RECORDS

ACCOUNT ACTIVITY- continued

FUND NUMBER : 53
ACCOUNT NUMBER : 4260637

Summary	This Period	Year-to-Date
Dividend Income	$0.00	$0.00
Long-Term Capital Gain	0.00	0.00
Short-Term Capital Gain	0.00	0.00

Phx-Seneca Strategic Theme Fund-A

Quotron: PSTA

FUND NUMBER : 597
ACCOUNT NUMBER : 4688551

VICTOR J BABLOVE CUST
LARUA K BABLOVE UGMA - TN

Type : UGMA/UTM

Trade Date	Description	Dollar Amount	Price Per Share	Shares This Transaction	T Sl O
	Market value as of 12/31/2000	$18,089.32	$14.07		1,2
	No Transactions During This Reporting Period				
	Market value as of 03/31/2001	**$14,360.89**	**$11.17**		

Summary	This Period	Year-to-Date
Dividend Income	$0.00	$0.00
Long-Term Capital Gain	0.00	0.00
Short-Term Capital Gain	0.00	0.00

FUND NEWS

Tax deadlines are here, but it's never too late for a tax-related question. Mutual Fund Services, at 1-800-243-1574 can help you with general inquires. For tax and investment advice specific to your personal needs, be sure to speak with your financial advisor or tax professional.

PHOENIX INVESTMENT PARTNERS, LTD.

Consolidated Account Statement

01/01/2001 through 03/31/2001

Investment Slip for the Phx-Engemann Capital Growth Fund-A

TO ADD TO YOUR ACCOUNT :
Return this investment slip
and a check made payable to
the Phoenix Funds and mail
together in the enclosed
postage paid envelope.

Account #: 53-4260637

VICTOR J BABLOVE CUST
LAURA KATHERINE BABLOVE UGMA - TI
5613 TROUSDALE DR
BRENTWOOD TN 37027-4383

AMOUNT ENCLOSED: $_____

☞ If your address is incorrect, please make any changes above, have all registered owners sign and return this slip in the enclosed postage paid envelope.

0000 00000000 000042606378 0000053

Investment Slip for the Phx-Engemann Capital Growth Fund-A

TO ADD TO YOUR ACCOUNT :
Return this investment slip
and a check made payable to
the Phoenix Funds and mail
together in the enclosed
postage paid envelope.

Account #: 53-4260637

VICTOR J BABLOVE CUST
LAURA KATHERINE BABLOVE UGMA - TN
5613 TROUSDALE DR
BRENTWOOD TN 37027-4383

AMOUNT ENCLOSED: $_____

☞ If your address is incorrect, please make any changes above, have all registered owners sign and return this slip in the enclosed postage paid envelope.

0000 00000000 000042606378 0000053

Investment Slip for the Phx-Seneca Strategic Theme Fund-A

TO ADD TO YOUR ACCOUNT :
Return this investment slip
and a check made payable to
the Phoenix Funds and mail
together in the enclosed
postage paid envelope.

Account #: 597-4688551

VICTOR J BABLOVE CUST
LARUA K BABLOVE UGMA - TN
5613 TROUSDALE DR
BRENTWOOD TN 37027-4383

AMOUNT ENCLOSED: $_____

☞ If your address is incorrect, please make any changes above, have all registered owners sign and return this slip in the enclosed postage paid envelope.

0000 00000000 000046885519 0000597

FRANKLIN TEMPLETON INVESTMENTS

ASSET SUMMARY
QUARTERLY STATEMENT

January 1, 2001 - March 31, 2001

AV 02 038902 67303B311 A**5DGT

VICTOR BABLOVE
CUST LAURA K BABLOVE
UGMA/TN
5613 TROUSDALE DR
BRENTWOOD TN 37027-4383

Asset Summary Number: 01769412

Templeton World Fund - Class A

Share Code-Account Number: 102-2853672834
Distributions: Dividends Reinvested, Capital Gains Reinvested
Certificate Shares Held by You: 0.000

Dealer Number: 07979 16700
Representative: 026965
SIGNATOR INVESTORS INC
MOORE, ALAN G.

Year-to-date Summary

Income Dividends:	$0.00
Long-Term Capital Gains:	$0.00

Account Transactions

Date	Transaction	Dollar Amount	Share Price	Shares	To Shar
	BALANCE FORWARD 01/01/01				690.3

ACCOUNT VALUE: $10,389.57 AT $15.05 PER SHARE AS OF 03/31/01

What's ahead for technology investors? Click into an interactive Web cast with Ian Link, a senior technology analyst and portfolio manager of the Franklin Technology Fund, on **Wednesday, APRIL 18, 2001**, at 5:30 p.m. PST / 8:30 p.m. EST. Here's your chance to ask questions and gain an inside perspective on today's tech markets. Visit **franklintempleton.com** to register.

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DEPOSIT SLIP

Please make check payable to this fund:
Templeton World Fund - Class A

Share Code-Account #: 102-2853672834
VICTOR BABLOVE
CUST LAURA K BABLOVE
UGMA/TN
5613 TROUSDALE DR
BRENTWOOD TN 37027-4383

Amount Enclosed: ($50 minimum)
$

☐ Check here and complete reverse side if changes are necessary for:
* Address
* Distribution Option
* Social Security/TIN

Franklin Templeton Investments
PO BOX 33030
St Petersburg FL 33733-8030

12511

001 000002853672834 102 100

COPY
2001 AUG -8 PM 4:
RICHARD R. ROOKER, CL

VICTOR BABLOVE IRREVOCABLE TRUST AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of December 2000 by and between VICTOR BABLOVE, (hereinafter the "Grantor") and VICTOR BABLOVE, (hereinafter the "Trustee");

W I T N E S S E T H:

WHEREAS, the Grantor desires to establish an Irrevocable Trust and to transfer and assign to the Trustee the property described on Schedule "A" attached hereto and the Trustee agrees to hold, administer and distribute the trust estate as hereinafter set forth; and

WHEREAS, additional property may be transferred in the future to the Trustee hereunder by way of inter vivos transfers or as proceeds of insurance policies, or by the terms of the Grantor's Will or the Wills of other persons, or by transfers pursuant to directions contained in inter vivos trust instruments or otherwise, and such property shall be held upon the terms and for the uses and purposes specified herein and as integral parts of the Trust;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties agree as follows:

1. Trust Property.

The Grantor, by way of gift, hereby irrevocably assigns, conveys, transfers and delivers to the Trustee, and any successor Trustee, all of whom are excused from bond, the property described on Schedule "A" attached hereto, to have and to hold the same and any other property which the Trustee may hereafter at any time hold or acquire pursuant to the terms hereof (all of which property is hereafter collectively referred to as "the trust estate") in trust for the uses and purposes set forth herein.

EXHIBIT

2. Additional Contributions to Trust.

The Grantor or any other person may add property to this Trust (i) by lifetime transfer of additional property; (ii) by Will; (iii) by naming the Trustee as beneficiary of one or more life insurance policies, pension plan or other contractual right; or (iv) by any other means; provided, that such property shall be acceptable to the Trustee.

The Trustee may, in his absolute discretion, decline to accept all or any portion of such additions. Furthermore, if the Trustee shall agree to accept any such additions to this Trust, the Trustee shall not be required to retain any property in the form received, unless such retention is an express written condition of the addition and the Trustee agrees in writing to be bound by such condition. Upon receipt and acceptance by the Trustee, any such additions shall be deemed to be part of this Trust.

3. General.

The Trust hereby created is for the benefit of the Grantor's daughter, LAURA KATHERINE BABLOVE, hereinafter referred to as the "Beneficiary" and shall be known as the VICTOR BABLOVE IRREVOCABLE TRUST, hereinafter referred to as the "Trust" or "this Trust."

4. Administration of Trust.

The Trustee will apply, expend or accumulate the net income or principal or both for the support, maintenance, education (whether public, private or special), health care and funeral expenses of the Beneficiary in such amounts and proportions as the Trustee in his sole discretion deems advisable considering all factors and circumstances the Trustee believes pertinent. Any undistributed income shall be added to the principal from time to time.

The Beneficiary shall have the right to demand in writing and to receive from the Trustee a maximum of one-fourth (1/4) of the trust principal on or after her twenty-fifth (25th) birthday. The Beneficiary shall have the right to demand in writing and to receive from the Trustee a maximum of one-third (1/3) of the remaining trust principal on or after her thirtieth (30th) birthday. The Beneficiary shall have the right to demand in writing and to receive from the Trustee a maximum of one-half (1/2) of the remaining trust principal on or after her thirty-fifth (35th) birthday. The Beneficiary shall have the right to demand in writing and to receive from the Trustee the entire remaining balance in the trust estate on or after her fortieth (40th) birthday. Her failure to exercise a right of withdrawal at the ages specified shall not prejudice her right to exercise the right thereafter. The Beneficiary shall have the further power by her own Last Will and Testament duly proved and allowed and by specific reference therein to the general power herein granted to appoint the trust estate remaining at her death to or among such persons, firms or corporations, including her creditors, her estate and the creditors of her estate, in equal or unequal shares either absolutely or in trust, and the assets not thus appointed shall vest per stirpes in her then living descendants. If at any time during the pendency of this Trust there is no person herein designated alive to have the benefit of any assets of any Trust created herein, the Trustee shall transfer and pay over such assets to the Beneficiary's then living heirs at law under the Tennessee laws of intestacy.

4. Spendthrift Provision.

The interest of the Beneficiary under the Trust shall not be grantable, transferable, or otherwise assignable by anticipation except to the extent specifically provided herein and shall not be subject to the claims of any creditors of the Beneficiary, and the Trustee shall continue to pay such income or principal, as the case may be, directly to or for the Beneficiary notwithstanding any action by creditors. No spouse or person claiming to be the spouse of the Beneficiary

hereunder shall have any right or claim to the principal or the income of the Trust No part of either principal or income shall be subject to attachment, garnishment, execution, receivership or trustee's process, and in the event that any such process shall be served upon the Trustee, the right of the Beneficiary in respect to whose interest such process is attempted to receive either income or principal and the obligation of the Trustee to pay the same shall terminate until such process shall be released and discharged; provided that the Trustee may make such advance from either principal or income for the support, maintenance, education and health care of the Beneficiary as the Trustee in his discretion may deem wise and proper under the circumstances.

5. Investment Powers.

Without limiting the discretionary authority granted to the Trustee by statute, and subject to all of the provisions of this Trust Agreement, the Trustee shall also have the authority to invest, in his discretion, in certificates of deposit, mutual funds, pooled asset funds, money market and liquid asset funds, and other similar investments. In addition, the Trustee shall be authorized to retain assets contributed to the Trust, even though such assets may constitute an over-concentration in one or more similar investments. Further, the Trustee shall have the authority to make investments in unproductive property except as otherwise provided hereinabove, if such investments will inure to the benefit of the Beneficiary.

6. Employment and Compensation of Agents.

The Trustee shall be specifically authorized, in his sole discretion, to employ and to pay the compensation of such agents, accountants, custodians, experts and counsel, legal, investment or otherwise as she shall deem advisable, and to delegate discretionary powers to, and rely upon information furnished by, such individuals or entities. Compensation paid for such services, as well as other administrative expenses and compensation which may be paid to the Trustee and

any successor Trustee for her services, shall be paid out of the Trust assets i such manner as the Trustee shall deem advisable. The Trustee shall be entitled t reasonable compensation for her services.

7. Limitations on Trustee and Grantor.

Notwithstanding any other provision of this Trust Agreement to th contrary, and particularly notwithstanding the powers herein specifically grante to the Trustee:

A. The Trustee shall exercise his powers and discretion at all times in a fiduciary capacity solely in the best interest of this Trust and the Beneficiary.

B. No person, including the Trustee and the Grantor, may purchase, exchange or otherwise deal with or dispose of the principal or income of this Trust for less than an adequate consideration in money or money's worth.

C. No person, including the Trustee and the Grantor, may borrow the principal or income of this Trust, directly or indirectly, without adequate interest and adequate security.

D. Only the Trustee, and no other person, may vote or direct the voting of any stock or other securities of this Trust, or control the investment or reinvestment of the property of this Trust, either by directing investments or reinvestment except as provided hereinabove, or by vetoing proposed investments or reinvestment; provided, however, that the Trustee may in any event vote by proxy with respect to any corporate securities held by the Trustee.

E. No person dealing with the Trustee shall be bound to see to the application or disposition of cash or other property transferred to the Trustee, or to inquire into the authority for or propriety of any action by the Trustee.

8. Powers of the Trustee.

The Trustee and any successor or substitute Trustee shall have the following powers which shall be in addition to all other powers exercisable by his which shall be exercisable in his discretion, without application to any Court, and until final distribution is made:

A. To hold and retain as investments of any trust pending distribution hereunder all investments and assets owned by the Trust; to sell and dispose of any such investments and assets of whatever kind, and all property of any kind, at any time held by them at public or private sale, at such prices and upon such terms as they shall deem proper; to invest and reinvest in such assets as they shall deem prudent and in the best interests of the Beneficiaries; to borrow money and to pledge assets comprising the trust; to compromise claims (including taxes) for or against the trust; to improve any real estate and to lease real estate as they choose, including power to give leases for periods extending beyond the duration of the Trust; to foreclose, extend, assign, partially release and fully discharge mortgages; to take any and all action respecting any form of property which an absolute owner could take; to employ agents and attorneys without change in their liability; to keep assets in the name of a nominee or nominees without mention of the fiduciary relation in any instrument of ownership; to make, execute and deliver all assignments, transfers, documents and other legal instruments conveying property free of the trust and without liability on any person dealing with them to inquire into their authority or to see to the application of any money or thing of value delivered to them; and all powers of the Trustee shall be exercisable without the necessity of application to any Court. The Trustee is authorized to make any division or distribution in cash or in kind or partly in each and reasonably and in good faith to value assets and such valuation shall be conclusive upon all parties.

B. In addition to the above powers, I give the Trustee all the powers recited in the introductory paragraph and subparagraphs five (5) through thirty-three (33) of T.C.A. §35-50-110 as if the language thereof were incorporated in this Trust verbatim.

C. The Trustee shall be excused from making reports to any Court.

D. The Trustee shall be under no obligation to perform annual inspections or have periodic appraisals made of any real estate held in any trust hereunder and the Trustee may retain such property regardless of its lack of productivity of income.

E. The Trustee shall have power to allocate receipts and disbursements in accordance with reasonable trust accounting principles.

F. Upon termination of any Trust, the Trustee in his discretion may make distribution either in cash or in kind, or partly in cash and partly in kind. Upon termination of the Trust, the powers

of the Trustee to sell and transfer the corpus of the Trust shall continue to the extent necessary in order to enable the Trustee to wind up the Trust estate, pay the expenses thereof, and distribute the corpus thereof to the persons entitled thereto.

G. The Trustee shall pay out of principal or income as he may elect, or partially out of each, in such shares as he may determine, taxes, assessments, charges, attorney's fees, compensation of the Trustee, and other expenses incurred in the administration or protection of the Trust. The discretion of the Trustee to pay these items from income or principal, or partly from each, may be exercised not only in the interest of the Trust estate but for the benefit of the Beneficiary. The Trustee shall have no liability to any party as the result of the exercise or non-exercise of such discretion.

H. All the rights, duties and obligations herein conferred upon the Trustee herein named shall pass to and vest in any successor Trustee at any time serving hereunder. Whenever the word "Fiduciary" or "Trustee" appears herein, it shall be construed as including any successor fiduciary, executor or trustee, as the case may be, and the singular form shall include the plural and the plural form shall include the singular unless a contrary intent is clearly indicated by the context.

9. Addition, Removal, Substitution and Appointment of Successor Trustee or Trustee.

If VICTOR BABLOVE fails or ceases to serve as Trustee hereunder, the Grantor appoints SUSAN BABLOVE as alternate or successor Trustee. If SUSAN BABLOVE fails or ceases to serve, a majority of the group composed of the adult beneficiary and guardians of the minor beneficiary hereunder may appoint a substitute or successor Trustee which shall be a bank or trust company having power to serve and combined agency and trust assets under management of at least One Hundred Million Dollars ($100,000,000.00).

A majority of the group composed of the current adult Beneficiary and Guardians of the minor Beneficiary hereunder shall have the power to remove from time to time to remove any corporate fiduciary and to replace the removed fiduciary with a bank or trust company having power to serve and combined agency and trust assets under management of at least One Hundred Million Dollars ($100,000,000.00). Such successor shall be excused from bond as is the

original fiduciary and have the same powers and discretion as the origina fiduciaries. This power shall not be exhausted by one exercise thereof. Th appointment shall be by notarized writing with a copy to the replaced fiduciar and a copy to the new fiduciary. The successor fiduciary is excused from inquirin into the administration of the trust by the replaced Trustee and shall not be liabl for any acts of its predecessor. The replaced fiduciary shall make promp settlement with and delivery of the assets to the successor fiduciary taking a receipt therefor without Court proceedings or other formalities, will impose nc severance, succession or termination charge by reason of the discontinuation of its service as Trustee and without requiring any indemnity from the successor fiduciary or any other party. A Trustee may resign upon ninety (90) days prior notice by written instrument delivered to the adult Beneficiaries and the Guardians of the minor Beneficiaries of the Trust.

10. Termination or Commingling of Trust.

If the principal of any Trust should be of a size or nature not to justify the creation or continuance of the Trust for economic reasons, the Trustee may terminate such Trust and distribute each share of the Trust principal and any undistributed income to the Beneficiary or, if the Beneficiary is a minor, to the Guardian of the beneficiary under the Tennessee Transfer to Minors Act.

11. Applicable Law.

The Trust hereby created shall be administered and governed in accordance with the laws of the State of Tennessee.

12. Acceptance of Trust.

The Trustee hereby accepts the Trust created by this Agreement and agrees to carry out the provisions hereof on his part to the best of his ability. The Trustee shall not be required to give bond or security for the faithful performance of his duties and shall be entitled to reasonable compensation for his services and to be

reimbursed for all reasonable expenses incurred in the performance of his duties.

13. Irrevocability.

The Grantor hereby declares that the Grantor is fully advised as to the legal effect of this Agreement and now declares that this instrument is irrevocable and shall not be altered, amended, revoked or terminated, in whole or in part. The Grantor hereby renounces for himself and his respective estate any and all interest, either vested or contingent, including any reversionary right or possibility of reverter, in the principal or income of the Trust, and any power to alter, amend, revoke or terminate this trust.

IN WITNESS WHEREOF, the Grantor and Trustee have executed this Agreement bearing date first above mentioned.

GRANTOR:

VICTOR BABLOVE

TRUSTEE:

VICTOR BABLOVE

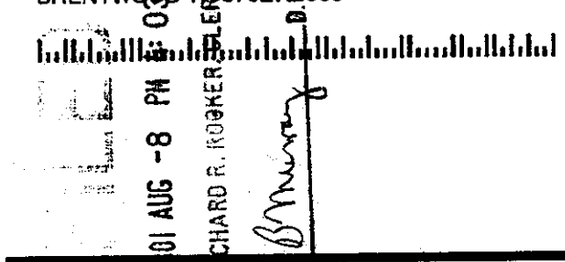
SCHEDULE A TO VICTOR BABLOVE
IRREVOCABLE TRUST AGREEMENT

April 1, 2001 - April 30, 2001

#BWNFRKS ENV# 235248179

Online	Fidelity.com
FAST(sm)-Automated Telephone	800-544-5555
Customer Service	800-544-6666

VICTOR JOSEPH BABLOVE
VICTOR BABLOVE IRREV TR
5613 TROUSDALE DR
BRENTWOOD TN 37027-4383



Ultra Service Account Z41-934372 VICTOR BABLOVE IRREV TR U/A 12/22/00 VICTOR J BABLOVE TRUSTEE FOR THE BENEFIT OF LAURA K BABLOVE

Account Summary

Beginning value as of Apr 1	$164,632.36
Change in investment value	-2,114.00
Ending value as of Apr 30	**$162,518.36**

Your commission schedule	**Preferred**
Minimal annual trade requirement	Waived
Eligible trades from May 2000 - Apr 2001	1

Income Summary

	This Period	Year to Date
Tax-exempt		
Dividends	$573.05	$1,213.43

Holdings (Symbol) as of April 30, 2001

	Performance April 30, 2001	Quantity April 30, 2001	Price per Unit April 30, 2001	Total Cost Basis	Total Value April 1, 2001	Total Value April 30, 2001
Mutual Funds *100% of holdings*						
NUVEEN TN MUNICIPAL BOND CL B (FMTBX)		14,930.9410	$10.88000	$165,431.20	$164,562.83	$162,448.63
Core Account *0% of holdings*						
FIDELITY MUNICIPAL MONEY MARKET (FTEXX)	*7-day yield: 3.67%*	69.7300	1.00000	not applicable	69.53	69.73
						$162,518.36

Total Market Value
Position held in cash account.

EXHIBIT
#4
Blumberg No. 6206

0001 010430 0001 235248179 04 18 000

Ultra Service Account Z41-934372 VICTOR BABLOVE IRREV TR U/A 12/22/00 VICTOR J BABLOVE TRUSTEE FOR THE BENEFIT OF LAURA K BABLOVE

Transaction Details (for holdings with activity this period)

Core Account - *Fidelity Municipal Money Market*

Description	Amount	Balance
Beginning		**$69.53**
Investment Activity		
Securities bought	-$572.85	
Core account income	0.20	

Description	Amount	Balance
Income	572.85	
Subtotal of Investment Activity	$0.20	
Ending		**$69.73**

Investment Activity

Settlement Date	Security	Description	Quantity	Price per Unit	Transaction Amount
4/02	NUVEEN TN MUNICIPAL BOND CL B	Dividend received			$572.85
4/02	NUVEEN TN MUNICIPAL BOND CL B	Reinvestment	51.8420	$11.05000	-572.85
4/30	FIDELITY MUNICIPAL MONEY MARKET	Dividend received			0.20

Daily Additions and Subtractions *Fidelity Municipal Money Market (the following is provided to you in accordance with industry regulations)*

Date	Amount	Balance	Date	Amount	Balance	Date	Amount	Balance
4/30	$0.20	$69.73						

R

IN THE FOURTH COURT OF DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

FILED
2001 AUG -8 PM 4:03
RICHARD R. ROOKER, CLERK

JUL 13

SUSAN B. BABLOVE,
MOTHER,

VICTOR J. BABLOVE,
FATHER.

Case No. 01D-337

O.C.

PARENTING PLAN
[ ] Proposed (**PPP**)
[ ] Temporary (**PPT**)
[X] Final Order (**PP**)

PARENTING PLAN

This Parenting Plan is :

[X] the final parenting plan signed by the court pursuant to a decree of dissolution which shall be entered in accordance with the parties' marital dissolution agreement on this Honorable Court's uncontested docket.

I. GENERAL INFORMATION

This parenting plan applies to the following children:

Name	Birthdate	Social Security No.
Laura Katherine Bablove	**January 7, 1985**	[redacted]-2473

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:

From:_____ to _____
(Day/Time) (Day/Time)

[ ] every week
[ ] every other week
[ ] the first and third week of the month.
[ ] the second and fourth week of the month
[X] other: **Flexible with consultation with child** .

2.3 SCHEDULE FOR WINTER/CHRISTMAS VACATION.

The child shall reside with the [X] mother [ ] father during winter vacation, **except as set forth in Section 2.5.**

2.4 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.

2.5 SCHEDULE FOR HOLIDAYS.

The residential schedule for the child for the holidays listed below is as follows:

	With Mother (Specify Year Odd/Even/Every)	With Father (Specify Year Odd/Even/Every)
New Year's Day	**even**	**odd**
Presidents' Day	**every**	
Easter	**every**	
Passover		**every - Eve of Passover**
Memorial Day	**even**	**odd**
July 4th	**every**	
Labor Day	**odd**	**even**
Veterans' Day	**every**	
Thanksgiving Day	**every - ½ day**	**every - ½ day**
Christmas Eve	**every**	**every**
Christmas Day	**every - ½ day**	**every - ½ day**
Hanukkah		**every - First Night**

[ ] For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times):

_____

[ ] Holidays which fall on a Friday or a Monday shall include Saturday and Sunday.

[X] Other: **Holiday visitation to be from 9:00 a.m. to 8:00 p.m. on day of holiday.**

2.6 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**	

[X] Other: **Special Occasion visitation to be from 9:00 a.m. to 8:00 p.m. on the day of the special occasion.**

2.7 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

[X] Does not apply.

2.8 RESTRICTIONS.

[X] Does not apply.

2.9 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 **$ 500.00** per **month**, beginning **June 1, 2001, as set forth on the attached schedule identified as "Exhibit A"**.

This amount shall not be prorated unless otherwise specified.

[ ] A wage assignment shall issue (by separate order to be presented by counsel) to_____, the employer of _____, for the ongoing child support.

[X] Other provisions for financial support: **Husband pay directly to the Wife**.

[ ] 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 [X] mother [ ] 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 form or a copy of the first page of their tax return.

3.3 HEALTH INSURANCE.

[X] The [X] mother [ ] 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, if any, will be
[ ] borne by the _____.
[X] divided equally by the parties

3.4 LIFE INSURANCE.

[X] The [ ] mother [X] father shall insure his/her own life in the minimum amount of $ **50,000** , whole or term, which may not decrease in face amount during the minority of any child. The policy shall name the minor child as primary beneficiaries of the coverage required by the Court. The choice of the secondary beneficiary(ies) is up to the policy owner(s).

[ ] Other provisions regarding life insurance: _____

3.5 DENTAL/ORTHODONTIC CARE

[X] The [X] mother [ ] father will maintain dental/orthodontics care on the minor child. Uncovered dental/orthodontic expenses will be borne by [X] mother [ ] 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 wiht 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	[X] mother	[ ] father	[ ] joint
Non-emergency health care	[X] mother	[ ] father	[ ] joint
Religious upbringing	[X] mother	[ ] father	[ ] joint
Extra-curricular activities	[X] mother	[ ] father	[ ] 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:

[ ] Counseling by _____, or

[X] Mediation by **Jack Norman, Jr. or Marlene Moses**, or

[ ] Arbitration by _____.

The cost of this process shall be allocated between the parties as follows:

[X] **50** % mother **50** % father.

[ ] based on each party's proportional share of income from the child support guidelines.

[ ] as determined in the dispute resolution process _____.

The counseling, mediation or arbitration process shall be commenced by notifying the other party by **[X]** written request [ ] 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.

[ ] No dispute resolution process, except court action, shall be ordered, because [ ] a limiting factor under T.C.A. 36-6-108 applies or [ ] one parent is unable to afford the cost of the proposed dispute resolution process.

VI. STANDARD PARENTING RIGHTS

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

(1) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations;

(2) The right to send mail to the child which the other parent shall not open or censor;

(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of the child;

(4) The right to receive directly from the child's 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) The right to receive copies of the child's medical records directly from the child's doctor or other health care provider upon written request which contains a current mailing address and upon payment of reasonable costs of duplication;

(6) The right to be free of unwarranted derogatory remarks made about him/her or his/her family by the other parent to or in the presence of the child.

(7) The right 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) The right to receive from the other parent, in the event the other parent leaves the state with the minor child for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency; and

(9) The right of access and participation in education, including the right of access to the minor child 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.

Either parent may petition for a return to court, paying appropriate fees for mediation on any further parenting issues.

VII. OTHER PROVISIONS

[X] There are no other provisions.

VIII. DECLARATION FOR PROPOSED PARENTING PLAN

[X] (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.

Mother — 6-26-01
Date and Place of Signature

Father — 5-22-01
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 the 8th **day of** Aug., **2001.**

JUDGE

Presented by:

HELEN S. ROGERS, #7025
Attorney for Mother
The Wind in the Willows Mansion
2205 State Street
Nashville, Tennessee 37203

MARY FRANCES LYLE, #6895
Attorney for Father
AmSouth Center, Suite #2075
315 Deaderick Street
Nashville, Tennessee 37238-2075

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VIC BABLOVE TO SUSAN BABLOVE FOR LAURA BABLOVE 4/5/01

PROPOSED CHILD SUPPORT PAYMENT PLAN:

	Payment Due Date	Regular Payments	Adjusted Plan
1	6/1/01	$ 500	$ 100
2	7/1/01	500	100
3	8/1/01	500	100
4	9/1/01	500	100
5	10/1/01	500	100
6	11/1/01	500	100
7	12/1/01	500	100
8	1/1/02	500	100
9	2/1/02	500	200
10	3/1/02	500	200
11	4/1/02	500	200
12	5/1/02	500	200
13	6/1/02	500	200
14	7/1/02	500	400
15	8/1/02	500	400
16	9/1/02	500	400
17	10/1/02	500	400
18	11/1/02	500	400
19	12/1/02	500	400
20	1/1/03	500	400
21	2/1/03	500	400
22	3/1/03	500	500
23	4/1/03	500	500
24	5/1/03	500	500
25	6/1/03	500	500
26	7/1/03		500
27	8/1/03		500
28	9/1/03		500
29	10/1/03		500
30	11/1/03		500
31	12/1/03		500
32	1/1/04		500
33	2/1/04		600
34	3/1/04		500
35	4/1/04		500
36	5/1/04		500
		$ 12,500	$ 12,500



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

ORDERED, ADJUDGED AND DECREED, that all the issues involving the minor child, Laura Katherine Bablove, including child residential periods, child support, and insurance are provided in the parties' Final Parenting Plan which was previously filed with this Honorable Court; and

All court costs of this cause shall be equally divided by and between the parties to this proceeding, for which execution may issue if necessary.

The addresses of the parties are as follows:

Susan Burtnett Bablove
5613 Trousdale Drive
Brentwood, Tennessee 37027

Victor Joseph Bablove
238 Highland Villa Circle
Nashville, Tennessee 37211

ENTERED this the 8th day of Aug, 2001.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

Helen S. Rogers, #7025
Lana L. Lennington, #19128
Attorneys for Plaintiff/Wife
2205 State Street
Nashville, Tennessee 37203
(615) 320-0600 (Telephone)
(615) 320-9933 (Fax)

Mary Frances Lyle, #6895
Attorney for Defendant/Husband
315 Deaderick Street
AmSouth Center, Suite #2075
Nashville, Tennessee 37238-2075
(615) 244-5432 (Telephone)
(615) 244-7957 (Fax)

CERTIFICATE OF SERVICE

I do hereby certify that on this the 8th day of August 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:

Mary Frances Lyle, Esq.
315 Deaderick Street
AmSouth Center, 20th Floor
Nashville, TN 37238-2075

✓ 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 08 day of AUGUST , 2001 , in the Case Number 01D337 between BABLOVE, SUSAN B. Plaintiff, and BABLOVE, VICTOR J. Defendant, as same remains of record in Vol. 2086 , Page 382704 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 24 day of AUGUST in the year two thousand one and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

