PICK-UP

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE 2001 DEC -7 PM 4:30

RICHARD R. ROOKER, CLERK

B. Rawls D.C.

MARY V. WADE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**No. 01D-2014**
	)	**Notice of Entry Requested**
ROBERT BRUCE WADE,	)	
	)	
Defendant.	)	

FINAL DECREE

This cause came to be heard on the 7th day of December, 2001, before the Honorable Muriel Robinson, Judge, upon the Complaint for Absolute Divorce filed by Mrs. Wade, and from the parties signing the Marital Dissolution Agreement and Parenting Plan, the entire record in this cause, from all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. Section 36-4-101(11). It is therefore,

ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the parties be, and the same are, hereby forever and perpetually dissolved and the Complainant, Mrs. Wade, is hereby granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court, and the Court affirmatively finds, that the written Marital Dissolution Agreement and Parenting Plan heretofore signed by the parties does adequately provide for the equitable division of the marital property and the Court does approve the Agreement attached hereto as follows:

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

FILED
2001 NOV 14 PM 12:47
RICHARD R. ROOKER, CLERK
D.C.

COPY

MARY V. WADE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**No. 01D-2074**
	)	
ROBERT BRUCE WADE,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between MARY V. WADE hereinafter called "Wife", and ROBERT BRUCE WADE, hereinafter called "Husband".

W I T N E S E T H

WHEREAS, the parties are married and one minor child, namely Erin Shea Wade, is a product of this marriage; and

WHEREAS, both parties agree and stipulate that this agreement makes full and adequate provisions for the distribution of the property of the parties and that the attached Parenting Plan provides for the care of the parties' minor child; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, ONLY Wife is represented by Robyn Lynne Ryan, Attorney, and the Husband is **NOT** relying upon the advice or services of Robyn Lynne Ryan;

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT. Parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that

have not been fully revealed to the other. If there are any such unrevealed charges the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual and all other rights by way of dower, homestead, exemption, alimony or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the court's decree, this being intended as full, final and complete settlement of the property, marital and other rights of the parties hereto.

Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character and value of the other's estate. The law of the state of Tennessee shall govern this agreement in all respects.

NON-DISCHARGEABILITY. With respect to each party's responsibility for payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

NON-COMPLIANCE. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fee and suit expenses to the non-

defaulting party. No breach, waiver or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this agreement.

SEVERANCE. Should the court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the court shall order.

INCORPORATION, PERMANENT and PENDENTE LITE. In the event of a divorce, it is agreed by the parties that all such parts of this agreement as might be material, except those that might be lessened or destroyed, shall be incorporated in the Final Decree. Pending the entry of the final decree, the Parties agree to the filing of this agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this agreement. By the signing of this agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

VOLUNTARY EXECUTION. Each party acknowledges that this agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement, other than the representations set forth herein.

MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement, and approved by the court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this agreement.

PRIOR TAX LIABILITIES. If in any connection with any joint Federal Income Tax Returns previously filed by the parties, there is a deficiency assessment, the amount

ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to what extent), or out of a joint income or deduction. Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

DIVORCE PROCEEDINGS TO BE FILED. The parties acknowledge that there is currently pending a divorce action in the Fourth Circuit Court for Davidson County, Tennessee, Docket # 01D-2074 containing the grounds of Irreconcilable Differences.

Husband agrees to pay all Court cost arising out of said divorce proceeding if uncontested.

PERSONALTY. The parties agree to split the personal property as outlined below.

Wife shall be entitled to keep the following personal property free and clear of any and all claims of Husband:

All Wife's personal property
washer
dryer
2 living room tables
2 living room lamps
loveseat
couch
coffee table
armoire
cowboy lamp
fireplace tool set
mirror over fireplace
VCR (downstairs)
tall candle stand
picture (gift)
candles on mantle
horse pictures
sofa table
mirror in dining room
painting in dining room
glass candle holders
king sleigh bed
armoire
2 night stands
2 lamps
dresser and mirror
TV
large and small hunting pictures
quilts and quilt rack
kitchen table and chairs
spice round rack
knives
wall sconce
tall stand with bowls

Jamaica pictures
Refrigerator
Aunt Katherine's Silver
Mary's Mom's Silver
Half of all glasses, silverware, pots/pans, bowls, etc.
Pioneer Stereo and Speakers
large wreath
TV and stand in office
longhorn mirror
longhorn hat holder
wood file cabinet
wood computer desk and chair
older camera
grill
fairy statues
Aunt Helen's armoire
RoofeePoof (horse)
show saddle
show pads
horse equipment
tack box
All Wife's clothes and other personal effects.

Wife agrees to assume any liability associated with this property and will hold Husband harmless thereon.

Husband shall be entitled to keep the following property free and clear of any and all claims of Wife:

All Husband's personal property
large living room TV
leather chair
leather ottoman
black corner lamp
air humidifier
candle holder on coffee table
black dining room table and chairs
tall brass candle sticks
TV trays
bedroom air humidifier
humidor
blender
painting in kitchen
china
crystal
good stainless flatware from wedding
futon
loft painting
Macintosh Computer
printer
computer desk
2 book shelves
VCR
DVD
fax machine
chair
roll top desk
stereo receiver
speaker
lady lamp

black glass table
floor lamp
pictures
Dixie Chicks stand up pictures
metal file cabinet
double bed
nightstands
dresser
black lamp
book shelves
videos
snow picture
video camera
camera from Vanderbilt
patio furniture
lawn mower
tools and boxes
Sheza Diamond Assett (horse)
Tank and Annie (dogs)
All Husband's clothes and other personal effects.

Husband agrees to assume any liability associated with this property and will hold Wife harmless thereon.

It is further agreed that Wife will have possession and title to the Parties' Ford F150 Pickup Truck and Wife agrees to assume any liability associated with this automobile and hold Husband harmless thereon. Each party agrees to execute any document necessary to effectuate change of title.

DEBTS. The parties agree that there is certain marital debt and that debt shall be paid as follows:

Wife:

Educators loan and visa
American Express
Hecht's
Countrywide Mortgage
AmSouth Second Mortgage
Rooms to Go

Wife agrees to assume this debt and hold Husband harmless thereon.

Husband:

All debt on Husband's vehicle
World Omni Finance
½ 2000 Taxes

Husband agrees to assume this debt and hold Wife harmless thereon.

The parties further agree that the this division of debt shall be considered reasonable and necessary for the other party's support. This support debt will be non-dischargeable in the event of a bankruptcy of the obligor spouse, pursuant to 11 U.S.C Section 523 (a) (5).

This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable.

REAL ESTATE. The parties own real property located at 501 Autumnwood Drive, Nashville, Tennessee. Husband agrees to quit claim and convey, and by signing this agreement does quit claim and convey, any and all interest in the real property located at 501 Autumnwood Drive, Nashville, Tennessee more particularly described as follows:

> Being Lot Number 32 on the Plan of Poplar Creek Estates, Phase Two of record in Plat Book 6900 at page 339 thru 347, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.
>
> Being all of the property conveyed to Robert B. Wade and wife, Marie V. Wade by Deed of record in Book 9368, page 213, Register's Office for said County.

155-8C-32CO

Wife agrees to assume all liability associated with this property and will hold Husband harmless thereon.

ALIMONY. Wife and Husband claim no other or additional alimony either pendente lite or permanent and waive any claim they might have thereto in any divorce action between them except as elsewhere set out in this document.

CUSTODY and VISITATION. See attached Parenting Plan

CHILD SUPPORT. See attached Parenting Plan

HEALTH INSURANCE-COVERAGE. See attached Parenting Plan

PENSIONS. Husband has no 401K, retirement or pension plan. Husband agrees to waive all right, title or interest he may have in Wife's 401K plan through Wife's employer.

BANK ACCOUNTS. Each party shall be entitled to keep any and all bank accounts of any nature in their own name, and the other party relinquishes any right, title or interest he or she may have in the account of the other. The joint savings account shall be split equally between the parties.

STOCK. The parties acknowledge and agree that neither party owns any stock or bonds in his or her own name, or in the parties' joint name.

ATTORNEY FEES. Each party shall pay his or her own attorney fees.

Mary V. Wade
MARY V. WADE

ROBERT BRUCE WADE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 11TH day of NOVEMBER, 2001, personally appeared MARY V. WADE, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

NOTARY PUBLIC

My Commission Expires: 10/29/04

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 11TH day of NOVEMBER, 2001, personally appeared ROBERT BRUCE WADE, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

NOTARY PUBLIC

My Commission Expires: 10/29/04

FILED
1997 NOV 14 PM 12:01

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY TENNESSEE

RICHARD R. ROOKER, CLERK

MARY V. WADE MOTHER	)	Case No. 96D-2074
	)	PARENTING PLAN
ROBERT BRUCE WADE FATHER	)	Final Order O.C.

PARENTING PLAN

This Parenting Plan is:

[x] the final parenting plan signed by the court pursuant Parties' Marital Dissolution Agreement.

[ ] the final parenting plan signed by the court pursuant to a decree of dissolution entered on _____ which modifies a previous parenting plan or custody decree.

[ ] a temporary parenting plan signed by the court.

I. GENERAL INFORMATION

This parenting plan applies to the following children:

Name	[redacted]ial Security #
ERIN SHEA WADE	11/18/85 [redacted]-0169

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.

[ ] Prior to enrollment in school, the child shall reside with the [ ] 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
[ ] other: _____

and 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
[ ] other: _____

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: Friday 6:oo p.m. to Sunday 6:00 p.m.
(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: __every other weekend_____

and 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: any other times the parties agree

[ ] The school schedule will start when each child begins
[ ] kindergarten [ ] first grade [x]other: immediately

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:
last day of school at 6:00 p.m. to 8pm Christmas Eve every year with Father

2.4 SCHEDULE FOR SPRING VACATION.

Parties shall alternate the spring vacation with Mother having this time in 2002 and all 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:

[ ] Same as school year schedule.
[ ] One week every month
[ ] Two weeks every month
[x] One month beginning July 1
[ ] _____ weeks during summer, starting _____.
[ ] Other: _____

During the above summer schedule, the other parent shall have time with the child as follows: when the child is with Father, Mother shall enjoy alternating weekends. For the remainder of the summer, Father shall have visitation any time Father wants to be with child as long as a prior commitment with Mother has not been made.

2.6 SCHEDULE FOR HOLIDAYS.

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

	With Mother (Specify Year	With Father (Specify Year

	Odd/Even/Every)	Odd/Even/Every)
New Year's Day	even	odd
Martin Luther King Day	odd	even
Presidents' Day	even	odd
Easter	odd	even
Memorial Day	even	odd
July 4th	odd	even
Labor Day	even	odd
Veterans' Day	odd	even
Thanksgiving Day	even	odd

[ ] Other:

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	even	odd

All holiday and special occasion visitation shall begin at 6:00 p.m. on the eve of the holiday and shall end at 6:00 p.m. on the holiday.

2.8 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

[x] Does not apply.

[ ] For purposes of this parenting plan the following days shall have priority over the residential schedule.

2.9 RESTRICTIONS.

[x] Does not apply.

[ ] The [ ] father's [ ] mother's residential time with the children shall be limited because

[ ] Physical, sexual or a pattern of emotional abuse of a child.
[ ] A history of acts of domestic violence or an assault or sexual

assault which causes grievous bodily harm or the fear of such harm.

[ ] Neglect or substantial nonperformance of parenting functions.

[ ] A long-term emotional or physical impairment which interferes with the performance of parenting functions as defined in TCA 36-6-102.

[ ] The absence or substantial impairment of emotional ties between the parent and child.

[ ] The abusive use of conflict by the parent which creates the danger of serious damage to the child's psychological development.

[ ] A parent has withheld from the other parent access to the child for a protracted period without good cause.

The following restrictions shall apply when the children spend time with this parent: [ ] father's [ ] mother's residential time with the children.

2.10 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child, other than costs, between parents shall be as follows: Father will pick up and deliver child to Mother's Home

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.

2.12 OTHER:

III. CHILD SUPPORT

3.1 FINANCIAL SUPPORT.

Father is currently unemployed. Therefore, until February 1, 2002, Father shall not be required to pay support. Beginning February 1, 2002, or earlier if Father becomes employed earlier, parties agree to enter an Agreed Order requiring Father to pay child support in accordance with his employment and the Child Support Guidelines. If Father is still not

employed by February 1, 2002, he shall begin paying support in the amount of $420.00 per month, payable in two payments of $210.00 each on the fifth and fifteenth of each month. This child support is based on Father's previous employment of $30,000.00 per year.

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.

[ ] Other provisions for financial support:

_____

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.

[ ] Other provisions regarding tax deduction:

3.3 HEALTH INSURANCE.

[x] The [x] mother [ ] father will maintain medical/hospital insurance on the minor child and she shall provide proof of continuing coverage by February 15th of each year. Once Father is employed, he shall either provide health insurance for the minor child or he shall pay to Wife the premium for health insurance for the minor child.

[x] Uncovered medical expenses, including deductibles, if any, will be
[ ] borne by the _____
[x] divided equally by the parties
[ ] _____

3.4 LIFE INSURANCE.

Once Father is employed, he shall insure his/her own life in the minimum amount of $100,000.00, whole or term, which may not decrease in face amount during the minority of any child if such insurance is available through his employment. The policy shall name the minor child as primary beneficiaries of the coverage required by the Court. The choice of the secondary

beneficiary(is) is up to the policy owner(s). Once the minor child reaches the age of eighteen, all rights to this policy shall revert to Father.

[ ] 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 [ ] mother [ ] father [x] divided equally by the parties.

[ ] Other provisions for dental/orthodontic care: _____

_____

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	[x] mother	[ ] father	[ ] joint
Non-emergency health care	[x] mother	[ ] father	[ ] joint
Religious upbringing	[x] mother	[ ] father	[ ] joint
_____	[ ] mother	[ ] father	[ ] joint
_____	[ ] mother	[ ] father	[ ] joint
_____	[ ] mother	[ ] father	[ ] joint

4.3 RESTRICTIONS IN DECISION MAKING.

[x] Does not apply.

[ ] Sole decision making shall be ordered to the [ ] mother [ ] father for the

following reasons:

_____

[ ] A limitation on the other parent's decision-making authority is mandated by TCA 36-6-412.

[ ] Both parents are opposed to mutual decision making.

[ ] One parent is opposed to mutual decision making, and such opposition is reasonably based on the following criteria:

[ ] The existence of a limitation under TCA 36-6-412;

[ ] The history of participation of each parent in decision making in each of the areas in TCA 36-6-411;

[ ] Whether the parents have demonstrated ability and desire to cooperate with one another in decision making in each of the areas in TCA 36-6-411; and

[ ] The parents' geographic proximity to one another, to the extent that it affects their ability to make timely mutual decisions.

V. DISPUTE RESOLUTION

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

[ ] Counseling by _____, or

[ ] Mediation by _____, or

[x] Arbitration by agreement or by Court order.

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

[ ] _____% mother _____ % father.

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

[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.

[ ] No dispute resolution process, except court action, shall be ordered, because [ ] a limiting factor under TCA 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. unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;

2. sending mail to the child which the custodial parent will not open and will not censor;

3. receiving notice and relevant information as soon as practical (but not more than 24 hours) in the event of hospitalization, major illness, or death of the child;

4. receiving, directly from the school, copies of the child's report cards, attendance records, teacher's names, class schedules, standardized test scores, and other records which are customarily made available to parents. A written request must be made to the school with a current mailing address and payment must be made

for the reasonable cost of duplicating and mailing these records;

5. receiving, directly from the child's physician and other health care providers, copies of the child's medical records. A written request must be made to the health care provider with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records;

6. to be free of derogatory remarks made about the non-custodial parent and his or her family by the custodial parent to the child or in the child's presence.

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

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:

a. School activities;
b. Athletic activities;
c. Church activities;
d. 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 t

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 interfered 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] 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.

Mary V. Wade
Mother

11/14/2001 Nashville, TN
Date and Place of Signature

Father

11/14/2001 Nashville, TN
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 TCA 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: 12-7-01

Judge

A:\PARENT1.PLN

Presented by:

Mary V. Wade
Mother
Mary V. Wade
Print or Type Name

Father
ROBERT B. WADE
Print or Type Name

Respectfully Submitted,

Robyn Lynne Ryan #12782
Attorney for Mother
500 Church Street, Suite 500
Nashville, TN 37219
615-242-3996

A:\PARENT1.PLN

It is further ORDERED that the Parenting Plan is hereby made the order of the Court.

This Court finds that Wife's address is 501 Autumnwood Court, Nashville and that Husband's address is 501 Autumnwood Court, Nashville, TN..

It is further ORDERED, ADJUDGED and DECREED that the costs of this cause will be paid by ~~both Parties~~ the Defendant, for all of which execution may issue if necessary.

ENTER this the 7th day of Dec., 2001.

JUDGE MURIEL ROBINSON

APPROVED FOR ENTRY:

Robyn Lynne Ryan #12782
Attorney for Plaintiff
5th Floor St. Cloud Corner
500 Church Street
Nashville, Tennessee 37219
(615) 242-3996

CERTIFICATE OF SERVICE

I certify that I mailed a copy of the foregoing document to Robert Wade at 501 Autumnwood Court, Nashville, TN 37221, this the 7th day of December, 2001.

Robyn Lynne Ryan

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 07 day of DECEMBER , 2001 , in the Case Number 01D2074 between WADE, MARY VAUGHN Plaintiff, and WADE, ROBERT BRUCE Defendant, as same remains of record in Vol. 2948 , Page 541692 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 07 day of JULY in the year two thousand three and in the 227th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk