IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

2003 SEP 16 PM 4:12

RICHARD R. ROOKER, CLERK

JULIA LYNN NANCE,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 03D-1269
	)	NOTICE OF ENTRY B. Rawls D.C.
THOMAS CHARLES NANCE,	)	
	)	
Defendant.	)	

FINAL DECREE

This cause came on to be heard on this the 16th day of September, 2003, before the Honorable Muriel Robinson, Judge, upon the original complaint, statement of counsel, the marital dissolution agreement heretofore entered into by the parties, testimony of Plaintiff and the entire record in this cause, from all of which the Court finds that irreconcilable differences exist between the parties; that the plaintiff should have an absolute divorce from the defendant and be restored to all the rights and privileges of an unmarried person; that the written marital dissolution agreement heretofore entered into between the parties provides for the equitable settlement of any property rights between them and it should be approved and made a part of this judgment. There has been two (2) minor child(ren) born of this marriage and sufficient and adequate provisions have been made for the care, custody and support of the minor child of the parties.

IT IS, THEREFORE, ORDERED AND ADJUDGED by the Court that the bonds of matrimony heretofore subsisting between the plaintiff, JULIA LYNN NANCE, and the defendant, THOMAS CHARLES NANCE, be and the same are hereby, forever and perpetually dissolved and for nothing held; and that the plaintiff, JULIA LYNN NANCE, be and is hereby granted an absolute divorce from the defendant, THOMAS CHARLES NANCE, on the grounds of irreconcilable differences and that the plaintiff, JULIA LYNN NANCE, be restored to all the rights and privileges of an unmarried person.

Davidson County DEEDDIV
Recvd: 11/19/03 12:54 25pgs
Fees:127.00 Taxes:0.00
20031119-0168830

IT IS, FURTHER, ORDERED AND ADJUDGED by the Court that the marital dissolution agreement and parenting plan entered into between the parties be and the same are hereby, approved, and made the order of this Court, which agreements are attached hereto and incorporated herein by reference, and which are as follows:

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED

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RICHARD R. ROOKER, CLERK

JULIA LYNN NANCE,

Plaintiff,

vs.

THOMAS CHARLES NANCE,

Defendant.

Case No. 03D-1269

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between **JULIA LYNN NANCE**, (hereinafter referred to as "Wife") and **THOMAS CHARLES NANCE**, (hereinafter referred to as "Husband") subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the martial relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Pending Action. The parties acknowledge that Wife has filed or will be filing a divorce action in the Circuit Court for Davidson County, Tennessee, and Husband hereby

waives service of process and the filing of an answer in said action, pursuant to T.C.A. 36-4-103(a)(2).

2. Minor Children. There are two (2) minor children of this marriage, namely HILARY GRACE NANCE (DOB: 08/31/87) and LUCAS FREDERICK NANCE (DOB: 06/13/91). All issues concerning the care and support of the minor children are addressed in the Parenting Plan attached hereto and incorporated herein.

3. Real Property. The parties own real property located at 400 Arrowwood Drive, Nashville, Tennessee 37211, which shall be awarded to Wife free and clear from any claim of Husband. Husband has executed a quitclaim deed transferring his interest in said property to Wife. Husband shall pay the balance of the mortgage, the equity line of credit, and any and all other debt that may be secured by a lien on the marital property, within 30 days from the date Husband signed this agreement, and Husband shall indemnify and hold Wife harmless on said debt. Husband is restrained and prohibited from withdrawing or receiving any additional funds from the line of credit secured by the marital residence or incurring any additional debt which may encumber the marital residence.

The parties own additional real property located at 30 Middleton Street, Nashville, TN 37210, which shall be awarded to Husband free and clear from any claim of Wife. Husband shall pay Wife the sum of One Hundred Thirty Seven Thousand Five Hundred Dollars ($137,500.00) within 30 days from the date the Final Decree is entered, for Wife's marital interest in the said property. Wife shall execute a quitclaim deed transferring her interest in said property to Husband, upon her receipt of the equity payment. Husband shall pay all debt associated with the said property and any debt that may be secured by a lien on the marital property, and Husband shall indemnify and hold Wife harmless on

said debt. Wife, shall be and is hereby granted a lien against the said real property to secure the payment of the alimony awarded to Wife set forth in paragraph number 10 of this agreement and to secure future child support, said property being more particularly described in Exhibit A attached hereto. The said lien shall be subordinate to any security interest that may be required for Husband to secure a loan to pay Wife for her $137,500.00 marital interest in the said property.

4. Personal Property. Husband shall be awarded all his personal items and clothing, his musical instruments and equipment, his books, and all other items of personal property currently in his possession, free and clear from any claim of Wife.

Wife shall be awarded all her personal items and clothing, all appliances, furniture and furnishings located at the marital residence, the diamond and emerald necklace ($7,500.00 value) and the coin collection ($15,000.00 value) (both of which are currently in Wife's possession), and all other items of personal property located at the marital residence, free and clear from any claim of Husband.

5. Motor Vehicles. Husband shall be awarded the 1991 Toyota Previa and the 1991 Lexus LS400, free and clear from any claim of Wife. Wife shall be awarded the 1999 Honda Odessey , free and clear from any claim of Husband.

6. Bank Accounts. The business accounts used by and in Husband's business, Thomas C. Nance and Associates, shall be awarded to Husband free and clear from any claim of Wife. Wife shall remain a signatory on the said accounts for as long as Husband deems appropriate or necessary, while Wife remains employed by the said business. There are no other bank accounts in the parties' joint names. Each party shall be vested with and awarded all bank accounts and money market accounts in his or her own name, free and clear from any claim of the other party.

7. College Funds. The college funds for the parties' children, with Lincoln Financial Group, shall be transferred into Wife's name, on or before the date the Divorce is granted.

8. Business Assets and Debts. Husband shall be awarded all personal property owned and used by Husband's business known as "Thomas C. Nance and Associates," free and clear from any claim of Wife. Husband shall be responsible for and shall pay all debt associated with the said business and the assets used in the business, and he shall indemnify and hold Wife harmless on said debt.

9. Retirement/Pension. The parties shall each be awarded any retirement or pension plan, IRA or 401K in his or her own name, free and clear from any claim of the other party.

10. Alimony. Husband shall pay alimony *in solido* to Wife in the amount of $150,000.00. Husband shall pay the said alimony in 120 monthly installments of $1,250.00 each, on the first day of each month, commencing the first month after the Final Decree is entered. The said alimony to Wife shall **not** be considered taxable income to Wife or deductible by Husband. If Husband shall in any way sell, close, cease to operate or relinquish control of the business known as Thomas C. Nance and Associates, the entire amount shall immediately become due and payable. Husband's payment of this alimony obligation is secured by a lien against the real property located at 30 Middleton Street, Nashville, TN 37210.

11. Debts. Husband shall pay the balances due on Wife's MBNA credit card (approximate balance $3,000.00), AT&T Universal credit card (approximate balance $8,000.00), Capital One credit card (approximate balance $350.00) and Retailer's National Bank credit card (approximate balance $325.00), within 30 days from the date the Final Decree is entered. The parties have incurred no other joint debts as husband and wife that

have not been previously addressed herein. Each party shall pay any and all indebtedness incurred in his or her own name, except as otherwise specified herein, and shall indemnify and hold the other party harmless thereon.

12. Insurance. Husband shall maintain medical, dental and automobile insurance coverage on Wife and Wife's vehicle, through the date of divorce. Wife shall secure her own policies of medical, dental and automobile insurance, at her own expense, effective upon the divorce being granted.

Husband shall maintain automobile/motor vehicle insurance coverage on each of the parties' children through four uninterrupted years of college, and Husband shall provide proof of continuing coverage to Wife by February 15th of each year. Husband's obligation to provide coverage for a child shall cease, prior to the expiration of four years of college, in the event that such child should not begin college within one year after graduating from high school or in the event that such child should drop out of college for any non-medical related reason.

Husband shall secure and maintain a $1,000,000.00 life insurance policy on his life, maintaining Wife as the sole beneficiary, for as long as Husband has an obligation to pay alimony to Wife, and Husband shall provide proof of such continuing coverage to Wife by February 15th of each year. This obligation shall be in addition to Husband's obligation to maintain life insurance on his life as set forth in the Parenting Plan entered in this cause.

13. Income taxes. Wife shall have the option of filing either a joint income tax return with Husband or a separate income tax return for the 2002 tax year. In the event that Wife should choose to file a joint income tax return with Husband for the 2002 tax year, Wife shall have the amount determined (by a reputable tax advisor) that she would

have received as a refund, if any, if she filed a separate return, and Husband shall pay Wife the amount she would have received as a refund, on or before August 15, 2003. Husband shall be responsible for paying any and all taxes, interest and penalties due for any year that the parties filed or will file a joint tax return, and he shall indemnify and hold Wife harmless on said obligation.

14. Necessary Documents. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

15. Court Costs. Husband shall pay all court costs incurred herein.

16. Attorney Fees and Expenses. Husband shall pay his own attorney's fees incurred as a result of this divorce action and he shall, within fifteen (15) days from the date the Final Decree is entered, reimburse/pay Wife for her attorney fees and expenses incurred in this cause, not to exceed the sum of $3,500.00, as alimony in solido.

17. Enforcement. In the event of one party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement and remedying the breach, including, but not limited to, court costs, attorney's fees and travel costs.

18. Agreement Binding. With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be

passed by said court. In the event the court shall fail or decline to incorporate this Agreement or any provisions thereof in said decree, then and in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

19. Integration. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.

20. Modification and Waiver. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The terms of this Agreement are independent of each other and the breach of any term by either party shall have no effect on any other term.

21. Full and Final Settlement. The parties accept the provisions of this Agreement in full and final settlement and satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has

had, may now have, or may hereafter have but for this agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

22. Voluntary Agreement. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

THE PARTIES ACKNOWLEDGE that Attorney Andrew M. Cate claims no expertise or special knowledge regarding tax ramifications surrounding this Agreement and both parties acknowledge that they have been advised by their respective attorneys to seek and obtain independent tax advice regarding the ramifications and effects of signing this Agreement, and that neither of the parties relies upon Attorney Andrew M. Cate as to the tax implications surrounding said instrument.

IN WITNESS WHEREOF, the parties have set their signatures.

6/19/03
Date

THOMAS CHARLES NANCE

6/19/03
Date

JULIA LYNN NANCE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named **THOMAS CHARLES NANCE**, 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.

WITNESS my hand and official seal at Nashville, Tennessee, this 19th day of June, 2003.

Virginia M. Childress
NOTARY PUBLIC

My commission expires: 5/30/07

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named **JULIA LYNN NANCE**, with whom I am personally acquainted, (or upon sufficient evidence provided), and who, acknowledged that she executed the foregoing agreement for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 19th day of June, 2003.

Virginia M. Childress
NOTARY PUBLIC

My commission expires: 5/30/07

EXHIBIT A

FILED

SEP 16 2003

RICHARD R. ROOKER, Clerk
By _____ Deputy

Land in Davidson County, Tennessee, being Lot No. 1 on the plan of Resub of Lots 55, 56, 57, & 58 of Rutledge's Addition Plat Book 21, page 73, of record in Book 6200, page 841 Register's Office for said County.

Said Lot No. 1 fronts 105.00 feet on the northerly margin of Middleton Street and extends back between parallel lines 150.00 feet to an alley in the rear.

Being the same property conveyed to Thomas C. Nance from 30 Middleton Group, Ltd., a Tennessee Limited Partnership, by Warranty deed of record in Book 8210, Page 795, Register's Office for Davidson County, Tennessee.

This is improved property known as 30 Middleton Street, Nashville, TN 37210.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2003 AUG 26 PM 3:23
RICHARD R. ROOKER, CLERK

JULIA LYNN NANCE,

Plaintiff/Mother,

vs.

THOMAS CHARLES NANCE,

Defendant/Father.

Case No. D.C. 03D-1269

PARENTING PLAN

This Parenting Plan is:

[X] the final parenting plan signed by the court pursuant to a decree of dissolution entered on _____.

[ ] 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.

I. GENERAL INFORMATION

This Parenting Plan applies to the following children:

Name	Birth date	Social Security No.
Hilary Grace Nance	08/31/87	[redacted]-7047
Lucas Frederick Nance	06/13/91	[redacted]-4057

II. RESIDENTIAL SCHEDULE

These provisions set forth where the child(ren) shall reside each day of the year and what contact the child(ren) 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(ren) shall reside with the [ ] mother [ ] father, except for the following days and times when the child(ren) 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(ren) shall reside with the [X] mother [ ] father, except for the following days and times when the child(ren) 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: Father shall have reasonable residential time with the parties' children

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

2.3 SCHEDULE FOR WINTER/CHRISTMAS VACATION.

The child(ren) shall reside with the [X] mother [ ] father during winter vacation, except for the following days and times when the child(ren) will reside with or be with the other parent: Father shall have reasonable residential time with the parties' children

2.4 SCHEDULE FOR SPRING VACATION.

The child(ren) shall reside with the [X] mother [ ] father during spring vacation, except for the following days and times when the child(ren) will reside with or be with the other parent: Father shall have reasonable residential time with the parties' children

2.5 SUMMER SCHEDULE

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

[ ] Same as school year schedule
[ ] One week every month
[ ] Two weeks every month
[ ] One Month beginning _____
[ ] _____ weeks during summer, starting _____.
[X] Other: Father shall have reasonable residential time with the parties' children

During the above summer schedule, the other parent shall have time with the child(ren) as follows:_____

2.6 SCHEDULE FOR HOLIDAYS.

The child(ren) shall reside with the [X] mother [ ] father during holidays, except for the following days and times when the child(ren) will reside with or be with the other parent:

[ ] For purposes of this parenting plan, a holiday shall begin and end as follows: weekend 6:00 p.m. day prior to 6:00 p.m. day ending _____
[ ] Holidays which fall on a Friday or a Monday shall include Saturday and Sunday.
[X] Other: Father shall have reasonable residential time with the parties' children

2.7 SCHEDULE FOR SPECIAL OCCASIONS.

The residential schedule for the child(ren) for the following special occasions is as follows:

	With Mother (odd/even/every)	With Father (odd/even/every)
Mother's Day	Every	
Father's Day		Every

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.

[ ] 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 with good cause.

[X] The following restrictions apply when the child(ren) spend time with this parent: [X] father's [ ] mother's residential time with the child(ren): Father shall not take the children from the continental United States without written permission from Mother.

2.10 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child(ren), other than costs, between parents shall be as follows: Father shall be responsible for all transportation for his residential time with the children.

2.11 DESIGNATION OF CUSTODIAN

The child(ren) 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(ren) 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.

[X] The [ ] mother [X] father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of $2,500.00 per Month, beginning Immediately, based on his gross annual income of approximately $134,000.00

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: Father and Mother shall each pay one-half (½) of the expense for any mandatory school trips for the children through High School

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

3.2 TAX DEDUCTION

Each party shall receive a tax deduction for one child. TC

[X] The [X] mother [X] father will receive the tax deduction for the child(ren). 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. Father shall claim Hilary only. TC

[ ] Other provisions regarding tax deduction:_____

3.3 HEALTH INSURANCE.

[X] The [ ] mother [X] father will maintain medical/hospital insurance on each of the parties'child(ren), including the parties' oldest son, Jared Thomas Nance, through four uninterrupted years of college, and father shall

provide proof of continuing coverage to mother by February 15th of each year. Father's obligation to provide coverage for a child shall cease prior to the expiration of four years of college in the event that such child should not begin college within one year after graduating from high school or in the event that such child should drop out of college for any non-medical related reason.

[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 $1,000,000.00, whole or term, for a period of four years from the date the parties' youngest child graduates from high school, and father shall provide proof of continuing coverage to mother by February 15th of each year. The policy shall name the Mother as beneficiary as trustee for the children.

3.5 DENTAL/ORTHODONTIC CARE

[X] The [ ] mother [X] father will maintain dental/orthodontics care on each of the parties'child(ren), including the parties' oldest son, Jared Thomas Nance, through four uninterrupted years of college, and father shall provide proof of continuing coverage to mother by February 15th of each year. Father's obligation to provide coverage for a child shall cease prior to the expiration of four years of college in the event that such child should not begin college within one year after graduating from high school or in the event that such child should drop out of college for any non-medical related reason. 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

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

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

- [ ] Counseling by _____, or
- [X] Mediation by Rule 31 mediator or other mediator if agreed on by the parties , or
- [ ] Arbitration by _____.

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

- [ ] 50 % mother 50 % father.
- [ ] based on each party's proportional share of income from the child support guidelines.
- [X] as determined in the dispute resolution process or by court

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 ORDERS

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 other parent will not open and will not censor;
3. receiving notice and relevant information as soon as practicable (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 unwarranted derogatory remarks made about such parent or such parent's family by the other parent to the child or in the child's presence.

7. to be given at least forty-eight (48) hours notice, whenever possible, of all extra-curricular activities, and the opportunity to participate or observe, including, but not limited to, the following:
    a. School activities;
    b. Athletic activities;
    c. Church activities; and
    d. Other activities as to which parental participation or observation would be appropriate.
8. to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency; and
9. of access and participation in education, including the right of access to the minor child or children for lunch and other activities, on the same basis that is provided to all parents, provided the participation or access is reasonable and does not interfere with day-to-day operations or with the child's educational performance.

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.

[ ] There are the following 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.

Julia A. Nance — Mother

6/10/03 Nashville TN — Date and Place of Signature

Thomas C Nance — Father

6/10/03 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: 9-16-03

JUDGE

[X] I hereby make oath that this plan has been proposed in good faith and that it is in the best interests of the children.

Presented by:

x _____ x _____

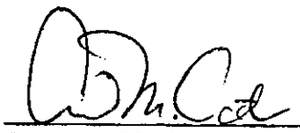
Sworn to and subscribed before me this 10th day of June, 2003.

Virginia M. Childress
Notary Public
My commission expires: 5/30/07

Sworn to and subscribed before me this 10th day of June, 2003.

Virginia M. Childress
Notary Public
My commission expires: 5/30/07

SPICER, FLYNN & RUDSTROM PLLC



Andrew M. Cate, #12594
Attorney for Mother
211 Seventh Ave., No., Suite 500
Nashville, TN 37219
(615) 259-9080

The address of the Husband is 30 Middleton Street, Nashville, TN 37210.

The address of the Wife is 400 Arrowwood Drive, Nashville, TN 37211.

IT IS, FURTHER ORDERED that Husband shall pay the court costs incurred as a result of this divorce action.

IT IS, FURTHER ORDERED that Husband shall pay his own attorney's fees incurred as a result of this divorce and Husband shall reimburse Wife for her reasonable attorney's fees and expenses incurred in this cause, not to exceed $3,500.00, to be paid within fifteen (15) days of entry of the Final Decree.

ENTER this 16th day of Sept, 2003.

Muriel Robinson, Judge

APPROVED FOR ENTRY:

SPICER, FLYNN & RUDSTROM PLLC

Andrew M. Cate, #12594
Attorney for Plaintiff
211 Seventh Ave., No., Suite 500
Nashville, TN 37219
(615) 259-9080

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed to THOMAS CHARLES NANCE, 30 Middleton Street, Nashville, TN 37210 this 16th day of September, 2003.

Andrew M. Cate

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 16 day of SEPTEMBER , 2003 , in the Case Number 03D1269 between NANCE, JULIA LYNN Plaintiff, and NANCE, THOMAS CHARLES Defendant, as same remains of record in Vol. 5499 , Page 1256277 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 19 day of NOVEMBER in the year two thousand three and in the 227th year of American Independence.



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk