FILED

2005 MAY 24 PM 4:17

RICHARD R. ROCKER, CLERK

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

DONNA ANN TAYS,	)	
Plaintiff/Wife,	)	
vs.	)	**Docket No. 04D-3378**
JAMES EARL TAYS,	)	
Defendant/Husband.	)	

Davidson County DEEDDIV
Recvd: 06/09/05 09:59 31 p
Fees:157.00 Taxes:0.00

20050609-0065879

FINAL DECREE OF DIVORCE

This cause came to be heard on the 24th day of May, 2005, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Wife's Complaint for Absolute Divorce based solely upon the grounds of irreconcilable differences; the parties having entered into a written Marital Dissolution Agreement and Agreed Permanent Parenting Plan; each party having attended the parenting seminar; testimony of the Wife heard in open court; statements from the Wife's attorney of record and the case in its entirety from all of which the Court finds that the parties have suffered irreconcilable differences.

It is, therefore, **ORDERED** that the Wife, Donna Ann Tays, is awarded an absolute divorce from the Husband, James Earl Tays, upon the grounds of irreconcilable differences with each party being restored to all the rights and privileges of unmarried persons.

It further appears to this Honorable Court that the parties hereto have made adequate and sufficient provision by written Marital Dissolution Agreement for the equitable settlement of all property rights between the parties; and further, by an Agreed Permanent Parenting Plan, they have made adequate and sufficient provisions for the custody and

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Allen Barrett
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Suite 503
Nashville, TN 37219
Tel: 256-3148
Fax: 256-3147

support of their minor children at this time. This Honorable Court hereby approves the Marital Dissolution Agreement and the Agreed Permanent Parenting Plan and the same is hereby incorporated in words and figures as follows:

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D.C.

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

DONNA ANN TAYS,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	**Docket No. 04D-3378**
	)	
JAMES EARL TAYS,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is entered into by and between Donna Ann Tays, hereinafter called, "Wife", and James Earl Tays, hereinafter called, "Husband", subject to the foregoing premises, terms and conditions:

WITNESSED

WHEREAS, the parties have experienced marital difficulties in the past with the result that the Wife instituted divorce proceedings against the Husband on the 18th day of November, 2004, Civil Action Number 04D-3378, said divorce case currently pending before the Fourth Circuit Court of Davidson County, Tennessee, and;

WHEREAS, it is the decision of the parties insofar as they are able without the concurrence of this Honorable Court to amicably settle their differences with respect to all property rights, support obligations, child support rights, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effective will respect to all their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

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

1. **CUSTODY, CHILD SUPPORT, AND VISITATION** - The parties are the parents of two (2) minor children, to wit: Katie Marie Tays (d/o/b: July 14, 1987) and Maggie Lynn Tays (d/o/b: July 5, 1990). All issues that touch and concern the minor children have been agreed upon as evidenced by the attached Agreed Permanent Parenting Plan; said Agreed Permanent Parenting Plan being incorporated in and made part of this Marital Dissolution Agreement as if fully set out verbatim.

2. **REAL PROPERTY** - The parties own as tenants by the entireties the marital residence located at 905 Havenhill Drive, City of Nashville, County of Davidson, State of Tennessee 37217; said real property being more particularly described as follows:

> Land in the 6th Civil District of Davidson County, Tennessee, being Lot No. 31 on the Plan of Hill-N-Dale Acres, of record in Book 2900, page 33, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.
>
> Being the same property conveyed to James E. Tays and wife, Donna Ann Tays, by Deed from George C. Brown and Myrtle L. Brown of record in Book 8327, page 445, Register's Office for Davidson County, Tennessee.

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The parties separated on November 9, 2004. The Wife and minor children voluntarily vacated the marital residence. The Husband will be awarded sole and exclusive possession of the marital residence, to be his in fee simple absolute, free and clear of any claims from the Wife. In consideration, as evidenced by her signature below, the Wife acknowledges the receipt of a partial payment for her equity in the amount of five thousand

dollars ($5,000.00). The Husband will not be obligated to refinance the marital residence. The Wife will execute a Quitclaim Deed therein conveying her interest, if any, in the above described real property into the name of the Husband only. The parties further agree that the Wife shall retain a lien against the equity in the above described real property in the amount of ten thousand dollars ($10,000.00). Upon the Husband deciding to sell the above described real property (in his sole discretion) or upon the death of the Husband, the Wife will be entitled to execute upon her lien in the amount of ten thousand dollars ($10,000.00).

The Husband shall timely pay and keep current any and all indebtedness associated with his use, ownership or benefit of the above described real property and he shall indemnify and hold the Wife free and harmless from the payment of same.

There is no other real property to be divided by this Marital Dissolution Agreement.

3. **VEHICLES** -The Husband shall be awarded sole and exclusive possession of his 1996 Nissan pickup truck which is not encumbered by lien, to be his absolutely, free and clear of any claims from the Wife. The Husband shall timely pay and keep current any and all indebtedness associated with his use, ownership or benefit of said vehicle and he shall indemnify and hold the Wife harmless from the payment of same.

The Wife shall be granted sole and exclusive possession of her 2004 Honda Civic which is encumbered by lien, to be hers absolutely, free and clear of any claims from the Husband. The Wife shall timely pay and keep current any and all indebtedness associated with her use, ownership or benefit of said vehicle and she shall indemnify and hold the Husband harmless from the payment of same.

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The Wife shall be awarded sole and exclusive possession of the 2003 Toyota Echo which is not encumbered by lien, to be hers absolutely, free and clear of any claims from the Husband. The Wife shall timely pay and keep current any and all indebtedness associated with her use, ownership and benefit of said vehicle, and she shall indemnify and hold the Husband harmless from the payment of same.

Upon the entry of the Final Decree of Divorce, each party will be obligated to obtain their own automobile insurance separate from the other spouse.

4. **HOUSEHOLD FURNITURE, FURNISHINGS, AND PERSONAL PROPERTY** - The parties acknowledge that they separated on November 9, 2004. The parties further acknowledge that during the separation period, they made an equitable division of all of their household furniture, furnishings and personal property. Each party acknowledges and ratifies that their division is fair and equitable. Therefore, any and all household furniture, furnishings, and personal property in the possession of either party as of the execution of this Marital Dissolution Agreement shall remain the sole and separate household furniture, furnishings, and personal property of the party possessing it, free and clear of any claims from the other spouse.

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5. **DEBTS** - There are no joint marital debts. The parties acknowledge that even the first mortgage encumbering the marital residence is in the name of the Husband only. Therefore, each party shall pay his/her own indebtedness incurred on their own behalf, subsequent to the date of separation, to wit: November 9, 2004, and they shall indemnify and hold the other spouse free and harmless from the payment of same.

Each party shall be **ENJOINED AND RESTRAINED** from incurring any new or additional indebtedness which the other party may be liable to pay.

6. **LIQUID ASSETS** - The parties are cooperating in regards to their joint checking account and said joint checking account will be closed after all existing checks have cleared.

The Wife shall be awarded sole and exclusive possession of the Money Market Account and her account at GENESCO Credit Union.

The Husband shall be awarded sole and exclusive possession of his accounts at the Metro Police Department Credit Union and his SunTrust Checking Account. The Husband will also be awarded his personal IRA, free and clear of any claims from the Wife.

7. **TAX AND TAX EXEMPT STATUS** - This Marital Dissolution Agreement is in the transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition of property, but is an equal division of property by co-owners.

The parties further agree that for the tax year 2004, they will file a joint Federal Income Tax Return and any tax refund will be divided equally between the parties. If there is any tax liability for the tax year 2004, that tax liability will also be divided equally between the parties.

8. **NO INTERFERENCE CLAUSE AND PERMANENT RESTRAINING ORDER** - Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, nor compel or endeavor to compel the other to cohabitate or dwell with him or her.

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Each party shall be permanently **ENJOINED AND RESTRAINED** from coming about the other or telephoning the other for the purposes of physically abusing, threatening, harassing, cursing, harming, or intimidating the other in any manner, whether in person or by telephone, whether at their residence, work place or at any place they might be.

9. **TRIAL** - The Husband acknowledges that on November ~~9~~ 18, 2004, the Wife caused to be filed her Complaint for Absolute Divorce based solely upon the grounds of irreconcilable differences. The Husband also understands that he will not receive service of process in this cause as contemplated by T.C.A., § 36-4-103. The Husband agrees not to file an Answer nor Counter Complaint for Absolute Divorce for the purposes of allowing this case to conclude solely upon the grounds of irreconcilable differences and to otherwise treat it as uncontested.

10. **ATTORNEY FEES** - Each party will be responsible to pay his/her own attorney's fees without contribution from the other spouse.

11. **COURT COSTS** - The prepaid filing fees of the Wife shall first be applied to any court costs incurred in connection with this matter. If there is any balance of court costs remaining thereafter, said balance shall be paid by the Husband, James Earl Tays, whose mailing address is 905 Havenhill Drive, Nashville, Tennessee 37217; said court costs being herein reduced to judgment for which execution may issue if necessary.

12. **ENFORCEMENT PROVISIONS** - In the event that either party has to Petition this Honorable Court for the enforcement of any of the provisions of this Marital Dissolution Agreement and/or Agreed Permanent Parenting Plan, then the party at fault shall

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be responsible for the reasonable attorney fees, litigation expenses, discretionary costs, court costs and the cost of collections of the enforcement of same.

13. **SEPARATE MAINTENANCE/ALIMONY** - The parties agree that no separate maintenance, alimony or otherwise shall be paid to or by the Husband and/or Wife.

14. **PENSION BENEFITS** - Each party shall be awarded their own pension benefit plans, annuities, IRA's, 401(k) plans or any other type of retirement plan, free and clear of any claims from the other spouse.

15. **ADDITIONAL INSTRUMENTS** - Both parties agree to sign any and all deeds, titles, documents or other instruments necessary to carry out the full intent of this Marital Dissolution Agreement.

16. **COMPLETE UNDERSTANDING** - It is further understood that this Marital Dissolution Agreement is intended to be the final settlement of all property rights between the parties and shall be a discharge of all rights arising out of their mutual relationship as Husband and Wife.

Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereinafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, the right to take against the other's estate, inheritance, dissent or distribution, or the right to act as administrator or executor of the other's estate and this Marital Dissolution Agreement shall apply to all property now owned by the Husband and/or Wife or to any property that either of them shall acquire in the future.

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This Marital Dissolution Agreement shall be binding upon and incurred to the benefit of the parties hereto, their personal representatives, heirs and assigns.

It is further understood and agreed between the parties that this Marital Dissolution Agreement is being entered into without undue influence, fraud, coercion, misrepresentation or for any reason not hereinafter stated.

The provisions of this Marital Dissolution Agreement and it's legal effect are fully known by each of the parties and each party acknowledges that it is a fair and equitable agreement being entered into voluntarily.

This Marital Dissolution Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, or understandings other than those which are expressly set forth herein.

The parties acknowledge and understand that each have sought independent income tax advice regarding the tax ramifications of this Marital Dissolution Agreement and that Attorney W. Allen Barrett has not indicated any expertise in the tax area, nor has he advised his client regarding any tax consequences arising out of this Marital Dissolution Agreement.

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The parties further agree that this Marital Dissolution Agreement, subject to Court approval, shall be incorporated in and made part of any Final Decree of Divorce which may be entered into hereafter.

IN WITNESS WHEREOF, the parties have executed this Instrument on the 14th day of April, 2005, at Nashville, Tennessee.

DONNA ANN TAYS

STATE OF TENNESSEE)
)ss.
COUNTY OF DAVIDSON)

On this the 14th day of April, 2005, before me, Tanya B. Sink, a Notary Public in and for said County and State, appeared the within named **DONNA ANN TAYS**, with whom I am personally acquainted, stating that she has read the afore stated Marital Dissolution Agreement and is signing it for the purposes contained therein.

Sworn to and subscribed before me on this the 14th day of April, 2005.

NOTARY PUBLIC

My Commission Expires: 7-29-06

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Suite 503
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Tel: 256-3148
Fax: 256-3147

James Earl Tays

JAMES EARL TAYS

STATE OF TENNESSEE)
)ss.
COUNTY OF DAVIDSON)

On this the 14th day of April, 2005, before me, Tanya B. Sink, a Notary Public in and for said County and State, appeared the within named **JAMES EARL TAYS**, with whom I am personally acquainted, stating that he has read the afore stated Marital Dissolution Agreement and is signing it for the purposes contained therein.

Sworn to and subscribed before me on this the 14th day of April, 2005.

Tanya B. Sink

NOTARY PUBLIC

My Commission Expires: 7-29-06

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Suite 503
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IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

2005 MAY 24 PM 4:17 RICHARD R. ROOKER, CLERK — 2005 APR 20 AM 9:37 RICHARD R. ROOKER, CLERK

DONNA ANN TAYS,) **Docket No. 04D-3378**

Mother,) **PARENTING PLAN**

vs.) ___ D.C. **Proposed Plan** ___ D.C.

JAMES EARL TAYS,) **X Final Parenting Plan**

Father.)

AGREED PERMANENT PARENTING PLAN

This plan is ___ Ordered by the court on the _____ day of _____, 2004,
X is a part of the Marital Dissolution Agreement,
___ modifies an existing Parenting Plan or prior Court Order, dated
_____.

1. This plan involves the following children:

Katie Marie Tays	DOB: July 14, 1987	Social Security No. [redacted]-7574
Maggie Lynn Tays	DOB: July 5, 1990	Social Security No. [redacted]-5984

I. RESIDENTIAL SHARING SCHEDULE

The schedule below sets out which parent has responsibility for the child during the week, weekends, holidays and vacations.

A. DAY TO DAY SCHEDULE.

The Mother shall have responsibility for the care of the minor children.

Due to the age of the children, their extra-curricular activities, their employment and based upon the cooperation between the Mother and Father, the Father will be granted reasonable visitation.

B. OTHER:

The following special provisions apply to the schedules or residential considerations of the children:

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Each parent shall be permanently **ENJOINED AND RESTRAINED** from making any degrading, belittling or otherwise derogatory remarks in the presence of the minor children about the other parent or allowing any third parties to make such comments in the presence of the children.

Each parent shall be permanently **ENJOINED AND RESTRAINED** from taking any actions directly calculated to alienate either children's affections from the other parent.

II. DECISION MAKING

A. DAY TO DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care and control of the children while the children are 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.

B. CHILD NURTURE

Mother and Father will behave with respect to each other and the children so as to provide a loving, stable, consistent and nurturing relationship with the children even though they, themselves, are being divorced. Mother and Father agree they will not speak badly of each other or the members of the family of the other parent. They will encourage the children to continue to love the other parent and be comfortable in both new families.

C. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Education decisions	___ mother	___ father	_X_ joint
Non-emergency health care	___ mother	___ father	_X_ joint
Religious upbringing	___ mother	___ father	_X_ joint
Extracurricular activities	___ mother	___ father	_X_ joint

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III. FINANCIAL SUPPORT FOR CHILDREN

A. CHILD SUPPORT PER CHILD SUPPORT GUIDELINES OR DEVIATIONS

Based upon the Father's aggregate income from his government retirement and occasional teaching duties, he has an average gross monthly income of two thousand three hundred dollars ($2,300.00). The Father shall pay directly to the Mother ordinary child support for two (2) children in the amount of six hundred ninety-nine

dollars ($699.00) per month beginning May 3, 2005, and due and payable on the third (3rd) day of each month thereafter. The parents further acknowledge that the older child, Katie Marie Tays, will become fully emancipated during July 2005. Upon the emancipation of Katie Marie Tays, the Father will be entitled to reduce his child support payment to the amount of four hundred eighty dollars ($480.00) per month beginning August 3, 2005, and due and payable on the third (3rd) day of each month thereafter, pending further orders from this Honorable Court.

This support shall be paid

_X_ Directly to the other parent at 521 Achievement Drive, Nashville, TN 37209.

___ To the Central Child Support Receipting Unit
P. O. Box 305200, Nashville, TN 37229,
and sent to the other parent at_____

___ By Wage Assignment Order [Attach Order]

The parties affirmatively acknowledge 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 the Parenting Plan

B. TAX DEDUCTION

Pursuant to the terms of the Marital Dissolution Agreement, the parties are in agreement to file a joint Federal Income Tax Return for the tax year 2004. Beginning with the tax year 2005, the Husband shall be entitled to claim Katie Marie Tays as his income tax deduction/exemption and the Wife shall be entitled to claim Maggie Lynn Tays as her income tax deduction/exemption. The parties are aware that Maggie Lynn Tays may be a dependent for income tax purposes longer than Katie Marie Tays. However, the parties are in agreement that once Katie Marie Tays is no longer eligible to be claimed as a tax deduction, Maggie Lynn Tays shall not be alternated between the parties, but that the Wife will be entitled to claim the younger child according to law.

C. TAX RETURN NOTICE

The parent(s) paying child support shall send to the other parent by or before April 15 of every year [OR August 15, if an extension is sought], a copy of their respective W-2 form or a copy of the first page of their tax return.

D. HEALTH INSURANCE

The ___ mother _X_ father will maintain medical/hospital insurance on the minor child.

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The Mother will be obligated to pay any co-payments without contribution from the Father.

Uncovered medical expenses, which include deductibles, eyeglasses, contact lenses, routine annual physicals , will be paid by the
____ father or __X__ divided equally by the parties.

____ The parents will divide the costs of counseling for the children, so long as both parents agree.

After insurance has paid its portion, the parent receiving the bill will send the bill to the other parent within 10 days. The other parent will pay his/her share within 30 days of receipt of the bill.

E. DENTAL/ORTHODONTIC/VISION CARE
If available to either parent through their work, the ___ mother __X__ father will maintain dental/orthodontic/vision care on the minor children. Uncovered dental/orthodontic expenses will be paid by
___ mother ___ father or __X__ divided equally by the parties.

IV. DESIGNATION SOLELY FOR STATE AND FEDERAL STATUTES:

The child named in this parenting plan are scheduled to reside the majority of the time with the __X__ mother ___ father, as primary residential parent. This parent is so designated for purposes of any other state and federal statutes which require a designation or determination of parental responsibility. If the parents are joint decision makers as listed in Section II. for purposes of obtaining health insurance, they shall be considered joint custodians. THIS DESIGNATION SHALL NOT AFFECT EITHER PARENT'S RIGHTS AND RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS ABOUT JOINT DECISIONS OR MODIFICATIONS OF PLAN

Should a disagreement arise about the Parenting Plan or the parties wish to modify the plan, the parties shall make a good faith effort to resolve the issue through the dispute resolution process, before returning to court.

Unless a limiting factor listed in T.C.A. 36-6-406 precludes a dispute resolution process prior to court action, or an emergency court action is necessary to protect the welfare of the child or a party, the parties agree to the following dispute resolution method:

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

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X Mediation by Rule 31 Mediator
___ Arbitration
___ Settlement conference
___ Court process due to Order of Protection

The cost of this process shall be assessed to the parties by the Court based upon their incomes. The out-of-court process shall be commenced by notifying the other party and the Court by
___ written request X certified mail ____ Other:_____.

In the dispute resolution process:

(a) Preference shall be given to carrying out this Parenting Plan.
(b) The parents shall use the designated process to resolve disputes relating to making the plan work.
(c) A written record shall be prepared of any agreement reached in the mediation, arbitration or settlement conference and shall be provided to each party to be drafted into a consent order of modification.
(d) If the court finds that a parent willfully failed to appear at a scheduled dispute resolution process without good reason, the court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. STANDARD PARENTING ORDERS

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

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

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

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

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

5. Unless otherwise provided by law, the right to receive copies of the child's medical, health or other treatment records directly from the physician or health care provider who provided such treatment or health care upon written

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request which contains a current mailing address and upon payment of reasonable costs of duplication; provided, that no person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person.

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

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

   (i) School activities;
   (ii) Athletic activities;
   (iii) Church activities; and
   (iv) Other activities as to which parental participation or observation would be appropriate.

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

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

SIGNATURE OF PARTY[IES] FOR PROPOSED PARENTING PLAN OR FOR FINAL PARENTING PLAN

I hereby make oath that this plan has been proposed in good faith and that it is in the best interests of the children. (Notary requirement for Proposed Plan only.)

James Earl Jays — Father

April 14 - 2005 Nash. Tn — Date and Place of Signature

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14TH OF APRIL, 2005.

My Commission Expires:

7-29-06

Tanya B. Sink

Notary Public

Law Office of:

Allen Barrett
501 Union St.
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Dawn A. Tap
Mother

4-14-05 Nash. TN
Date and Place of Signature

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14TH OF APRIL, 2005.

My Commission Expires:

7-29-06

Tonya B. Sink
Notary Public

Represented by counsel:

W. ALLEN BARRETT #10894
Attorney for the Mother
501 Union Street
Suite 503
Nashville, TN 37219
Tel: 256-3148
Fax: 256-3147

Law Office of:

Allen Barrett
501 Union St.
Suite 503
Nashville, TN 37219
Tel: 256-3148
Fax: 256-3147

ORDER OF 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.

ENTERED this the 24th day of May, 2005.

MURIEL ROBINSON, JUDGE

Address of the Mother:

Donna Ann Tays
521 Achievement Drive
Nashville, TN 37209

Date Attended Parenting Seminar: April 11th, 05

Address of the Father:

James Earl Tays
905 Havenhill Drive
Nashville, TN 37217

Date Attended Parenting Seminar: _____

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WELCOME! STEP 1 STEP 2 STEP 3 STEP 4 STEP 5

STEP 6 STEP 7 STEP 8 STEP 9 STEP 10 - FINISH RESET

FILED
2005 APR 20 AM 9:37
RICHARD L. ROONE, CLERK
D.C.

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Part I. Identification

			PRP	ARP	SPLIT
Indicate the status of each parent or caretaker by placing an "X" in the appropriate column	Name of Mother:	Donna Ann Tays	X		
	Name of Father:	James Earl Tays		X	
	Name of non-parent Caretaker:				
	TCSES case #:				
	Docket #:	04D-3378			
	Court name:	Fourth Circuit Court of Davidson			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Katie Marie Tays	7/14/87	365	0	0
Maggie Lynn Tays	7/5/90	365	0	0
		0	0	0
		0	0	0

Part II. Basic Support Obligation

✓ For clarity and consistency, use Column A for PRP information and Column B for ARP information.
✓ For Split Parenting, use Column A for Mother's information and Column B for Father's information.

			Column A	Column B	Column C
	1	Monthly Gross Income	$ 1907.94	$ 2300.00	
Use Credit Worksheet to calculate line items 1a - 1d	1a	Self-employment tax paid	- 0.00	- 0.00	
	1b	Credit for pre-existing support orders	- 0.00	- 0.00	
	1c	Credit for in-home children	- 0.00	- 0.00	
	1d	Credit for not-in-home children	- 0.00	- 0.00	
	2	Adjusted Gross Income (AGI)	$ 1907.94	$ 2300.00	$ 4207.94
	3	Percentage Share of Income (PI)	45 %	55 %	100 %
	4	Basic Child Support Obligation (BCSO)			$ 1072.00

Part III. Parents' Share of Support Obligation

Standard Parenting	5	Each parent's share of the BCSO	$ 482.40	$ 589.60
Split Parenting	6a	Mother's obligation for children for whom father is the PRP	$ 0.00	
	6b	Father's obligation for children for whom mother is the PRP		$ 0.00

Part IV. Parenting Time Adjustment

7a	Number of days per calendar year with children supported by this order with whom the ARP spends 121 or more days per calendar year	0		0	
7b	Parenting time adjustment percentage	0	%	0	%
8a	Number of days per calendar year with children supported by this order with whom the ARP spends 53 or fewer days per calendar year	0		0	
8b	Parenting time adjustment percentage	0	%	35	%
9	Adjustment in ARP's support obligation for parenting time	$ 0.00		$ 206.36	
10	Each parent's share of the adjusted BCSO	$ 482.40		$ 795.96	

Part V. Additional Expenses

		Column A	Column B	Column C
11a	*Children's portion of health insurance premium*	$ 0.00	$ 214.58	
11b	Work-related childcare	$ 0.00	$ 0.00	
11c	Total additional expenses	$ 0.00	$ 214.58	$ 214.58
12	Each parent's share of additional expenses	$ 96.56	$ 118.02	
13	Adjusted Support Obligation (ASO)	$ 578.96	$ 913.98	
14	Enter amount of payroll deduction from lines 11a and/or 11b or direct payments from line 11a.	- 0.00	- 214.58	
15	Subtract line 14 from line 13. Enter remainder.	$ 578.96	$ 699.40	

Part VI. Presumptive Child Support / Modification of Current Support

		Obligation Column
16	Presumptive Child Support Order (PCSO)	$ 699.00

The ARP's amount from Line 15.*
* For split parenting situations, enter the difference between the greater and smaller numbers from Line 15.

Modification of Current Child Support Order

17a	Current child support order amount for the payor parent	$ 0.00
17b	Amount required for significant variance to exist	$ 0.00
17c	Actual variance between current and presumptive child support orders	$ 0.00

Part VII. Uninsured Medical Expenses, Deviations, Final Child Support Order

18	Recurring uninsured medical expenses	$ 0.00
19	Deviations (Specify):	$ 0.00

Deviations must be substantiated by written findings in the Child Support Order

20	Final Child Support Order	$ 699.00

State of Tennessee - Credit Worksheet

Part I. Identification

			PRP	ARP	SPLIT
Indicate the status of each parent or caretaker by placing an "X" in the appropriate column	Name of Mother:	Donna Ann Tays	X		
	Name of Father:	James Earl Tays		X	
	Name of non-parent Caretaker:				
	TCSES case #:				
	Docket #:	04D-3378			
	Court name:	Fourth Circuit Court of Davidsc			

Part II. Additional Children

			Column A	Column B
Parent Income Information	1	Monthly gross income of parent desiring to claim credit	$ 1907.94	$ 2300.00
	2a	Self-employment tax paid	$ 0.00	$ 0.00
	2b	Applicable gross income for credit worksheet	$ 1907.94	$ 2300.00

In-Home Children

3 Below, list qualified children living in the parent's home (if none, skip to line 7):

Name(s) of Child(ren) for PRP	Date of Birth	Name(s) of Child(ren) for ARP	Date of Birth

	4	Number of qualified children living in the parent's home	# 0	# 0
	5	Theoretical child support order (this parent's income on CS Schedule for number of children from line 4)	$ 0.00	$ 0.00
	6	75% of theoretical child support order from line 5	$ 0.00	$ 0.00

Not-In-Home-Children

7 Below, list qualified children not living in the parent's home:

Name(s) of Child(ren) for PRP	Date of Birth	Name(s) of Child(ren) for ARP	Date of Birth

8 Number of qualified children not living in the parent's

	home	# 0	# 0
9	Average documented monetary support over last 12 months	$- 0.00	$ 0.00
10	Theoretical child support order (*this parent's income on* CS Schedule for number of children from line 8)	$ 0.00	$ 0.00
11a	75% of theoretical child support order from line 10	$ 0.00	$ 0.00
11b	Allowable credit for not-in-home children	$ 0.00	$ 0.00

Part III. Pre-Existing Support Orders

List court name, docket number, TCSES number, monthly ✓ obligation, name and date of birth for each child supported under the order. Do not include arrears payments.

This section is not part of the calculation for Part II above

	Column A	Column B
1	$ 0.00	$ 0.00
2	$ 0.00	$ 0.00
3	$ 0.00	$ 0.00
4	$ 0.00	$ 0.00
Total	$ 0.00	$ 0.00

WELCOME! STEP 1 STEP 2 STEP 3 STEP 4 STEP 5

STEP 6 STEP 7 STEP 8 STEP 9 STEP 10 - FINISH RESET

Printer Friendly Version *** To return, click on the worksheet's title

Part I. Identification

			PRP	ARP	SPLIT
Indicate the status of each parent or caretaker by placing an "X" in the *appropriate column*	Name of Mother:	Donna Ann Tays	X		
	Name of Father:	James Earl Tays		X	
	Name of non-parent Caretaker:				
	TCSES case #:				
	Docket #:	04D-3378			
	Court name:	Fourth Circuit Court of Davidson			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Maggie Lynn Tays	7/5/90	365	0	0
		0	0	0
		0	0	0
		0	0	0

Part II. Basic Support Obligation

✓ For clarity and consistency, use Column A for PRP information and Column B for ARP information.
✓ For Split Parenting, use Column A for Mother's information and Column B for Father's information.

Use Credit Worksheet to calculate line items 1a - 1d

		Column A	Column B	Column C
1	Monthly Gross Income	$ 1907.94	$ 2300.00	
1a	Self-employment tax paid	- 0.00	- 0.00	
1b	Credit for pre-existing support orders	- 0.00	- 0.00	
1c	Credit for in-home children	- 0.00	- 0.00	
1d	Credit for not-in-home children	- 0.00	- 0.00	
2	Adjusted Gross Income (AGI)	$ 1907.94	$ 2300.00	$ 4207.94
3	Percentage Share of Income (PI)	45 %	55 %	100 %
4	Basic Child Support Obligation (BCSO)			$ 776.00

Part III. Parents' Share of Support Obligation

Standard Parenting	5	*Each parent's share of the BCSO*	$ 349.20	$ 426.80
Split Parenting	6a	Mother's obligation for children for whom father is the PRP	$ 0.00	
	6b	*Father's obligation for children for whom mother is the PRP*		$ 0.00

Part IV. Parenting Time Adjustment

7a	Number of days per calendar year with children supported by this order with whom the ARP spends 121 or more days per calendar year	0	0	
7b	Parenting time adjustment percentage	0 %	0 %	
8a	Number of days per calendar year with children supported by this order with whom the ARP spends 53 or fewer days per calendar year	0	0	
8b	Parenting time adjustment percentage	0 %	35 %	
9	Adjustment in ARP's support obligation for parenting time	$ 0.00	$ 149.38	
10	Each parent's share of the adjusted BCSO	$ 349.20	$ 576.18	

Part V. Additional Expenses

		Column A	Column B	Column C
11a	Children's portion of health insurance premium	$ 0.00	$ 214.58	
11b	Work-related childcare	$ 0.00	$ 0.00	
11c	Total additional expenses	$ 0.00	$ 214.58	$ 214.58
12	Each parent's share of additional expenses	$ 96.56	$ 118.02	
13	Adjusted Support Obligation (ASO)	$ 445.76	$ 694.20	
14	Enter amount of payroll deduction from lines 11a and/or 11b or direct payments from line 11a.	- 0.00	- 214.58	
15	Subtract line 14 from line 13. Enter remainder.	$ 445.76	$ 479.62	

Part VI. Presumptive Child Support / Modification of Current Support

		Obligation Column
16	Presumptive Child Support Order (PCSO)	$ 480.00

The ARP's amount from Line 15.*
* For split parenting situations, enter the difference between the greater and smaller numbers from Line 15.

Modification of Current Child Support Order

17a	Current child support order amount for the payor parent	$ 0.00
17b	Amount required for significant variance to exist	$ 0.00
17c	Actual variance between current and presumptive child support orders	$ 0.00

Part VII. Uninsured Medical Expenses, Deviations, Final Child Support Order

18	Recurring uninsured medical expenses	$ 0.00
19	Deviations (Specify):	$ 0.00

Deviations must be substantiated by written findings in the Child Support Order

20	Final Child Support Order	$ 480.00

State of Tennessee - Credit Worksheet

Part I. Identification

			PRP	ARP	SPLIT
Indicate the status of each parent or caretaker by placing an "X" in the appropriate column	Name of Mother:	Donna Ann Tays	X		
	Name of Father:	James Earl Tays		X	
	Name of non-parent Caretaker:				
	TCSES case #:				
	Docket #:	04D-3378			
	Court name:	Fourth Circuit Court of Davidsc			

Part II. Additional Children

			Column A	Column B
Parent Income Information	1	Monthly gross income of parent desiring to claim credit	$ 1907.94	$ 2300.00
	2a	Self-employment tax paid	$ 0.00	$ 0.00
	2b	Applicable gross income for credit worksheet	$ 1907.94	$ 2300.00

In-Home Children

3 Below, list qualified children living in the parent's home (if none, skip to line 7):

Name(s) of Child(ren) for PRP	Date of Birth	Name(s) of Child(ren) for ARP	Date of Birth

	4	Number of qualified children living in the parent's home	# 0	# 0
	5	Theoretical child support order (this parent's income on CS Schedule for number of children from line 4)	$ 0.00	$ 0.00
	6	75% of theoretical child support order from line 5	$ 0.00	$ 0.00

Not-In-Home-Children

7 Below, list qualified children not living in the parent's home:

Name(s) of Child(ren) for PRP	Date of Birth	Name(s) of Child(ren) for ARP	Date of Birth

8 Number of qualified children not living in the parent's

	home	# 0	# 0
9	Average documented monetary support over last 12 months	$- 0.00	$ 0.00
10	Theoretical child support order (this parent's income on CS Schedule for number of children from line 8)	$ 0.00	$ 0.00
11a	75% of theoretical child support order from line 10	$ 0.00	$ 0.00
11b	Allowable credit for not-in-home children	$ 0.00	$ 0.00

Part III. Pre-Existing Support Orders

List court name, docket number, TCSES number, monthly ✓ obligation, name and date of birth for each child supported under the order. Do not include arrears payments.

This section is not part of the calculation for Part II above

	Column A	Column B
1	$ 0.00	$ 0.00
2	$ 0.00	$ 0.00
3	$ 0.00	$ 0.00
4	$ 0.00	$ 0.00
Total	$ 0.00	$ 0.00

It is, further, **ORDERED**, that all the provisions of the said Marital Dissolution Agreement and Agreed Permanent Parenting Plan are hereby approved and made the judgment of this Honorable Court.

It is, further, **ORDERED**, that the Wife's prepaid filing fees shall first be applied to any court costs incurred in connection with this matter, and if there is a balance of court costs remaining thereafter, said balance shall be paid by the Husband, James Earl Tays, whose mailing address is 905 Havenhill Drive, Nashville, Tennessee 37217; said court costs being herein reduced to judgment for which execution may issue if necessary.

ENTERED this the 24th day of May, 2005.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

W. ALLEN BARRETT, #10894
Attorney for the Plaintiff/Wife
501 Union Street
Suite 503
Nashville, TN 37219
Tel: (615) 256-3148
Fax: (615) 256-3147

JAMES EARL TAYS,
Husband

Law Office of:

Allen Barrett
501 Union St.
Suite 503
Nashville, TN 37219
Tel: 256-3148
Fax: 256-3147

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce with Certificate of Divorce or Annulment has been forwarded by First Class, U.S. Mail, postage prepaid to Mr. James Earl Tays, 905 Havenhill Drive, Nashville, TN 37217 on this the 24th day of May, 2005.

W. Allen Barrett, Attorney

Law Office of:

Allen Barrett
501 Union St.
Suite 503
Nashville, TN 37219
Tel: 256-3148
Fax: 256-3147

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 24 day of MAY , 2005 , in the Case Number 04D3378 between TAYS, DONNA ANN Plaintiff, and TAYS, JAMES EARL Defendant, as same remains of record in Vol. 5830 , Page 1915993 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 31 day of MAY in the year two thousand five and in the 228th year of American Independence.

RICHARD R. ROOKER CIRCUIT COURT CLERK

RICHARD R. ROOKER, Clerk,

By BK Deputy Clerk