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RICHARD R. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PAIGE ANTHONY TIPTON,
Social Security No. [redacted]4860,

Plaintiff,

vs.

MARK TYLER TIPTON,
Social Security No. [redacted]3834,

Defendant.

DOCKET NO. 04D-1327

FINAL ORDER OF DIVORCE

This action came to be heard on the 4th day of May, 2005, before the Honorable Muriel Robinson, Circuit Judge, upon Wife's Complaint for Divorce. The parties have agreed to a divorce on the grounds of irreconcilable differences and have entered into a written Marital Dissolution Agreement which makes provision for the division of the property and debts of the parties. Said Marital Dissolution Agreement is in words and figures as follows:

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D.C.

Marital Dissolution Agreement

WHEREAS, Paige Anthony Tipton, hereinafter referred to as "Wife", and Mark Tyler Tipton, hereinafter referred to as "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently separate and apart; and,

WHEREAS, the parties wish to enter into this Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties own both real and personal property;

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

I. NO INTERFERENCE

It is agreed by and between the parties that each 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. It is further agreed that neither party shall in any way molest, threaten or harass the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

II. DIVORCE

It is agreed by and between the parties that Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PARENTING PLAN

The final order of the Court with regards to custody, child support, residential time and parenting issues for the parties' minor children, Tyler Anthony Tipton, Laura Cain Tipton and John Brooks Tipton, shall be attached to the Final Decree.

IV. PERSONAL PROPERTY

1. Vehicles

It is agreed by and between the parties that Husband shall have as his sole property the 1999 Ford Expedition (VIN 1FMPU18L6XLB17027) which Wife currently drives as her vehicle. Any interest of Wife in said vehicle is therefore divested from her and reinvested in Husband such that he owns the vehicle free and clear of any interest or claim of Wife. Husband agrees to be solely responsible for, and to indemnify and hold Wife harmless from, any and all liability with regards to this vehicle, including all remaining monies owed for such vehicle. The parties hereby acknowledge that at the time of the filing of the Complaint for Divorce, the only vehicle utilized by Husband was provided by Husband's employer, Valspar Corporation. Husband agrees to be solely responsible for, and to indemnify and hold Wife harmless from, any and all liability with regards to this vehicle, if any. Any interest of Wife in said vehicle is hereby divested from her and reinvested in Husband such that the vehicle shall be free and clear of any interest or claim of Wife.

2. Chattels

Husband and Wife expressly agree that each of the parties shall have and retain all rights, title and interest in all of their personal clothing and jewelry, as well as all other items of personalty uniquely theirs or otherwise which they brought into the home of the parties at the time of their marriage. Further, Husband and Wife shall have as their sole and separate property certain unspecified items of personal marital property, including furnishings, which they have divided by agreement and are in possession thereof. Husband shall specifically receive the stereo system, outdoor speakers, portable outdoor speaker, washer and dryer, two freezers in the

garage, refrigerator in garage, heavy boxing bag, and his bicycle, all of which are currently in wife's possession.

3. Bank Accounts

It is agreed by and between the parties that Wife shall have as her sole and separate property all monies on deposit in her First Tennessee Bank checking account. Similarly, it is agreed by and between the parties that Husband shall have as his sole and separate property all monies on deposit in his First Tennessee Bank checking account. Further, it is agreed by and between the parties that Wife shall have as her sole and separate property all monies on deposit in the parties' First Tennessee Bank savings account.

4. Husband's Pension and Retirement Plans

The parties acknowledge that Husband is a Participant in the 401(k) and profit sharing plans at his employer, Valspar Corporation (the "Plans"). It is agreed that Wife, as an Alternate Payee, shall be awarded an amount equal to Fifty Percent (50%) of the Plans as of the date of the parties' divorce. Any successor plan to the Plans, or any other plan(s) to which liability for provision of Husband's benefits is incurred, shall also be subject to this Agreement and subsequent Order.

The parties shall enter into a Qualified Domestic Relations Order in order to transfer to Wife the Husband's interest in these retirement assets.

5. Stocks, Bonds, and other Investment Property

It is agreed by and between the parties that Wife shall retain as her sole and separate property all shares of stock, notes receivable, partnership interests or other investment property currently in her name individually, which Husband acknowledges were either acquired by Wife before the marriage or as gifts from Wife's family members during the marriage with the intent

that such gifts remain Wife's sole and separate property, as well as all income streams derived therefrom. Therefore, Husband hereby waives and relinquishes all rights that he may have therein. Furthermore, it is agreed by and between the parties that Wife shall have as her sole and separate property all stock in Regions Bank, and Husband hereby waives and relinquishes all rights that he may have therein. In addition, it is agreed by and between the parties that Husband shall have as his sole and separate property all stock options provided by his current employer, Valspar Corporation, and Wife hereby waives and relinquishes all rights that she may have therein. The parties agree that they shall close their Discount Brokerage account with RMK Financial Services within thirty (30) days of the execution of this Agreement and divide all monies in said account evenly between them.

6. Other

(a) Subject to the provisions below, Wife shall be solely responsible for the parties' First Tennessee Bank Home Equity Line of Credit ("HELOC") and shall indemnify and hold Husband harmless therefore.

(b) Husband shall assign to Wife his interest in the parties' Richland Country Club membership certificate upon entry of the Final Decree of Divorce. Husband shall be responsible for all costs and expenses related to the membership for the month of March. Thereafter, Wife shall responsible for all costs and expenses related to the membership, and upon surrender of the membership certificate, Wife shall receive any equity derived therefrom.

V. REAL PROPERTY

5825 Robert E. Lee Drive, Nashville, Tennessee 37215.

Husband agrees to execute a quitclaim deed in favor of Wife and relinquish his interest in certain real property located at 5825 Robert E. Lee Drive, Nashville, Tennessee 37215, as is

more particularly described below. Any interest of Husband in said real property shall therefore be divested from him and reinvested in Wife so that she shall own this real property as her sole property, free and clear of any right, title, or interest of Husband. In consideration of Husband's transfer of his rights in said real property, Wife agrees to be solely responsible for the encumbrance on this property, and she shall indemnify and hold Husband harmless therefor. Moreover, Wife agrees, to either (a) sell the real property described below, or (b) obtain a new mortgage for said real property in her name only on or before September 1, 2005. Should Wife elect to sell the real property, she shall use her best efforts to do so on or before September 1, 2005, and each party shall be responsible for one-half (1/2) of the cost of any repairs necessary for such sale as such debts become due and owing. Upon the sale or refinancing of the real property, Wife shall pay to Husband his equity in the real property. The parties hereby agree that Husband's equity shall be, subject to the provisions below, one-half (1/2) of (i) the appraised value of the real property, less the balance of the mortgage on said real property and the balance of the HELOC as of the date of the entry of the Final Decree, should Wife refinance the real property; or (ii) the sale price of the real property, less the balance of the mortgage on said real property and the balance of the HELOC as of the date of the entry of the Final Decree. Wife acknowledges that she shall not sell the real property for an unreasonable price. The parties agree that the current appraised value of the real property is Six Hundred Fifty Thousand Dollars ($650,000.00) based upon an appraisal that took place on February 11, 2005. Furthermore, the parties agree that the mortgage on the real property is Two Hundred Ninety-Five Thousand Two Hundred Two Dollars and Twenty-Nine Cents ($295,202.29), and the balance of the HELOC is One Hundred Three Thousand Three Hundred Forty-Nine Dollars and Eighteen Cents ($103,349.18), as of the date of the entry of the Final Decree. In addition, the parties agree that

the sum of Eleven Thousand Five Hundred Dollars ($11,500.00) shall be deducted from Husband's payment for his equity in the real property, regardless of whether Husband's equity is based upon the appraised value or the sale price of the real property.

The parties agree that a certified copy of this Marital Dissolution Agreement shall be registered in the Office of the Register of Deeds for Davidson County, Tennessee in order to protect both parties' rights pertaining to said property.

The property is described as follows:

> Land in Davidson County, Tennessee, Being Lot No. 93 on the Plan of Tyne Valley Estates, Section 5 of record in Book 3600, Page 54, Register's Office for said County, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Said Lot No. 93 fronts 190.8 feet on the westerly margin of Robert E. Lee Drive and extends back 369.8 feet on the northerly line and 370.1 feet on the southerly line to a line in the rear, measuring 188.36 feet thereon.
>
> Being the same property conveyed to Steve Fishell and wife, Tracy Fishell by deed from Joshua A. Nemzoff and wife, Susan M. Nemzoff of record in Book 10534, Page 607, Register's Office for Davidson County, Tennessee.
>
> This conveyance is subject to the following: Taxes for the year 1999 which have been prorated, and payment thereof, by acceptance of this conveyance, is expressly assumed by Grantees; all matters appearing on the Plan of record in Plat Book 3600, page 54; all of record in the Register's Office for Davidson County, Tennessee.

VI. TAX RETURNS

The parties shall file a joint tax return for the year 2004. Wife shall be solely responsible for the sum owed by the parties to the Internal Revenue Service for the 2004 tax year and shall indemnify and hold Husband harmless therefore. Should Wife fail to pay the Internal Revenue Service the amount owed by the parties for 2004, she shall be solely responsible for all fees and penalties incurred thereby and shall indemnify and hold Husband harmless therefore. The parties

shall each pay one-half (1/2) of the amount owed for the preparation of their tax return upon receipt of an invoice from their accountant or financial advisor.

The parties shall file separate tax returns for the year 2005 and each shall be responsible for any resulting indebtedness to the Internal Revenue Service or other government entities. Moreover, each party agrees to indemnify and hold the other harmless for any indebtedness or deficiency resulting from that party's 2005 tax return. However, each party hereby agrees that they shall provide to the other any information or documentation necessary for the filing of that party's 2005 tax return upon request.

VII. PRIOR TAX LIABILITIES

If there should result a deficiency assessment in connection with any joint federal income tax returns heretofore filed by the parties, the amount ultimately determined to be due thereon shall be borne by the party responsible for the deficiency arising out of the individual income, deduction, or misreporting of one or the other of the parties. If the assessment is due to joint misreporting or deductions, the assessment shall be paid jointly by the parties in proportion to their income for that year. Husband and Wife each represent and warrant to the other that all federal income tax returns filed during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deductions for those years.

VIII. MARITAL DEBTS

It is agreed by and between the parties that the Husband shall be solely responsible for the credit cards in his name. The Husband agrees to indemnify and hold the Wife harmless therefrom. In addition, it is agreed by and between the parties that the Wife shall be solely responsible for the credit cards in her name. The Wife agrees to indemnify and hold the Husband harmless therefrom. The parties acknowledge that they share a Discover credit card account, which currently carries no balance and shall be closed within thirty (30) days of the execution of

this Agreement. The parties acknowledge and agree that they have not used their joint Discover credit cards since the date of their separation and shall not do so prior to the termination of the account.

The parties agree that they shall each be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless therefrom.

IX. ALIMONY

It is agreed by and between the parties that neither party shall make any claims for alimony against the other.

X. INSURANCE

It is agreed by and between the parties that, after the entry of the Final Decree of Divorce, neither of them shall make any claims for insurance coverage, benefits or awards, including but not limited to health, dental, vision, automobile and life insurance, against the policy of the other, except with respect to their minor children in accordance with the Parenting Plan between them of even date.

XI. NO FURTHER ENCUMBRANCES

It is agreed by and between the parties that neither of them shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

XII. ATTORNEY FEES

It is agreed by and between the parties that each party shall pay his/her attorneys fees.

XIII. COURT COSTS

It is agreed by and between the parties that each shall pay one-half of the court costs in this action.

XIV. FURTHER NECESSARY ACTS

It is agreed by and between the parties that they will execute any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intent of this Agreement. Unless otherwise noted herein, the parties shall execute such documents within thirty (30) days of the execution of this Agreement.

XV. ESTATE WAIVER

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other's inheritance, descent or distribution, or right to act as administrator or executor/ix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XVI. ENTIRE AGREEMENT

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are

hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVII. MODIFICATION

Any modification or waiver of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

XVIII. ENFORCEMENT

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

XIX. NO UNDUE INFLUENCE

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each party, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

XX. SEVERABILITY

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XXI. ACCEPTANCE BY THE PARTIES

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, whether real, personal or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XXII. TAX EXEMPT STATUS

This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

XXIII. FULL DISCLOSURE

The parties acknowledged that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

WITNESS OUR HANDS, this 12 day of April, 2005, as to Wife, and this 8th day of April, 2005, as to Husband.

"Wife" **"Husband"**

Paige Anthony Tipton

Mark Tyler Tipton

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the county and state aforesaid, the within named Paige Anthony Tipton, with whom I am personally acquainted, or who proved to me to be the same, and who acknowledged that he executed the within instrument for the purpose therein stated.

James A. Rose
Notary Public

My Commission Expires:
June 12, 2007

JAMES A. ROSE NOTARY PUBLIC AT LARGE SHELBY CO. TN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the county and state aforesaid, the within named Mark Tyler Tipton, with whom I am personally acquainted, or who proved to me to be the same, and who acknowledged that she executed the within instrument for the purpose therein stated.

Notary Public

My Commission Expires:
11/25/07

11/25/07

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D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

PAIGE ANTHONY TIPTON,
Social Security No. [redacted]-4860,

Plaintiff/Mother,

vs.

MARK TYLER TIPTON,
Social Security No. [redacted]-3834,

Defendant/Father.

DOCKET NO. 04D-1327

PROPOSED PERMANENT PARENTING PLAN

This Parenting Plan is the final parenting plan signed by the Court pursuant to a decree of dissolution entered on _____, 2005.

I. GENERAL INFORMATION

This Parenting Plan applies to the following children:

Name	Birth Date	Social Security No.
Tyler Anthony Tipton	**September 23, 1993**	[redacted]-7039
Laura Cain Tipton	**May 21, 1996**	[redacted]-6869
John Brooks Tipton	**May 9, 2001**	[redacted]-9588

II. RESIDENTIAL SCHEDULE

These provisions set forth where the children will reside each day of the year and what contact the Children will have with each parent.

2.1 PRE-SCHOOL SCHEDULE.

Prior to his/her enrollment in school, each Child shall reside with Mother, with the exception of the following days and times, during which each Child will reside with the Father so long as the parties reside within the same state:

Friday at 5:00 p.m. to Sunday at 5:00 p.m. in alternate weeks, and six weekday (6) evenings per month, from 5:00 p.m. to 8:30 p.m. Father will designate the dates of his evening visitation, if possible, before the 30th day of the proceeding month. The parties acknowledge that husband travels extensively as a requirement of his employment, and as a result, the parties agree to cooperate with regards to Father's visitation schedule to ensure that he has full visitation with the Children.

The parties acknowledge that Mother anticipates relocating with the minor Children to Little Rock, Arkansas, to which Father does not object. Should Mother do so, each Child will reside with the Father as follows:

Friday at 5:00 p.m. to Sunday at 5:00 p.m. once per month at Father's residence, and one additional weekend, from Friday at 5:00 p.m. to Sunday at 5:00 p.m., if Father is able to travel to Little Rock, Arkansas. Father will designate the date(s) of his weekend visitation, if possible, before the 30th day of the proceeding month but will designate the visitation at his residence no later than fourteen (14) days prior to such visitation.

Both parties shall be considerate of the other's schedule when setting the date(s) of Father's visitation.

2.2 SCHOOL SCHEDULE.

Same as Section 2.1, except as follows:

(a) Should the parties reside within the same state, each Child shall visit with Father on six (6) weekday evenings per month from 5:00 p.m. to 7:00 p.m. during the school year and from 5:00 p.m. to 8:30 p.m. during the Children's summer vacation.

(b) In the event the parties reside in different states, and during the school year Father's visitation occurs on a weekend in which the Children are not required to attend classes on

the proceeding Friday or following Monday due to parent/teacher conferences, faculty in-service days, or similar school-related events, the Children will reside with Father beginning at 5:00 p.m. on Thursday (if the Children are out of school on a Friday) or until 5:00 P.M. on Monday (if the Children are out of school on a Monday).

2.3 SCHEDULE FOR WINTER/CHRISTMAS VACATION.

The Children will reside with Mother during winter vacation except for the following days and times, when the Children will reside and/or be with Father:

From 4:00 p.m. to 8:00 p.m. on Christmas Eve; and from 12:00 p.m. on December 26 until 6:00 p.m. on January 2.

2.4 SUMMER SCHEDULE.

Same as Section 2.1, with the following exceptions:

Father will have three (3) uninterrupted weeks with the Children during their summer vacation, with no more than two (2) weeks being continuous. Father will designate the dates of his three (3) uninterrupted weeks on or before June 1.

2.5 SCHEDULE FOR HOLIDAYS/SPECIAL OCCASIONS.

For Martin Luther King Day, President's Day, Easter, Memorial Day, Fourth of July and Labor Day, the Children shall reside with the party with whom they are residing on the day (for the Fourth of July)/weekend on which the holiday falls. So long as the parties reside in the same state, the Children shall reside with Father during their spring vacation in even years and with Mother in odd years. However, should the parties reside in different states, the Children shall reside with Father during each spring vacation.

The residential schedule for the Children for other holidays/special occasions listed below is as follows:

	With Mother (Specify Year Odd/Even/Every)	With Father (Specify Year (Odd/Even/Every)
Mother's Day	Every	None
Father's Day	None	Every
Thanksgiving Day & Weekend	Even	Odd
Mother's Birthday	Every	None
Father's Birthday	None	Every
Children's Birthdays	Odd	Even

Spring vacation shall commence at 6:00 p.m. on the last day of the Davidson County Schools [or whatever school(s) the Children are attending] calendar proceeding spring vacation and continue until 6:00 p.m. on the Sunday before the Children return to school in Davidson County [or whatever school(s) the Children are attending].

Mother's Day and Father's Day will extend from 6:00 p.m. on Saturday until 6:00 p.m. Sunday unless it falls on a regularly scheduled weekend.

Thanksgiving will commence at 6:00 p.m. on the Wednesday proceeding Thanksgiving and continue until 6:00 p.m. on the following Sunday.

Unless otherwise noted, for purposes of this Parenting Plan a holiday/special occasion will begin at 6:00 p.m. on the eve of the holiday and continue until 6:00 p.m. on holiday.

2.6 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the Children, between parents will be as follows:

Unless the parties agree otherwise, each parent picks up at beginning of his or her residential period at school or from the other parent as appropriate. If Mother relocates with the Children, each party shall pay one-half (1/2) of the long distance transportation expenses and will contribute one-half (1/2) of the driving time necessary for visitations.

Should the Children travel by air, the parties agree to purchase tickets with at least 14-day advance fares, if possible.

2.7 OTHER.

This section does not apply.

III. CHILD SUPPORT

3.1 FINANCIAL SUPPORT.

Pursuant to the State of Tennessee Child Support Worksheet attached hereto, Father will pay child support in the amount of One Thousand Seven Hundred Fifty Dollars ($1,750.00) per month, which will not be prorated unless otherwise specified. This amount includes sums paid by Father for the Children's private schooling, the continued counseling expenses for one Child, and expenses related to the athletic, social and cultural development of the Children. Payments will be made directly to Mother and received on or before the fifteenth day of each month. 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 EDUCATIONAL TRUST/COLLEGE EDUCATION

No provisions for the payment of educational trusts or for the Children's college education are made under this Plan. Neither party shall have a contractual obligation to pay for the college education of the Children.

3.3 TAX DEDUCTION.

Father will receive the exemption deduction for Tyler Anthony Tipton and Laura Cain Tipton and will claim said Children as dependents when filing his income tax returns. Mother will receive the exemption deduction for John Brooks Tipton and will claim said Child as a

dependent when filing her income tax returns. Each party will provide to the other, by or before April 15 of every year, a copy of his/her W-2 form or a copy of the first two pages of his/her tax return.

3.4 HEALTH INSURANCE.

Father will maintain health insurance for the Children, and he will provide proof of continuing coverage annually. Uncovered medical expenses, including deductibles, co-pays, prescriptions, regular physical exams, orthodontics, eyeglasses or contact lenses, if any, will be divided equally by the parties. After insurance has paid its portion of any claims, Father will send a copy of any bills to Mother within ten (10) days of receipt thereof. Mother will pay her portion of said bills within thirty (30) days of her receipt.

3.5 LIFE INSURANCE.

Each party shall maintain life insurance in the minimum amount of five hundred thousand dollars ($500,000), by a 15-year term life insurance policy, which may not decrease in face amount during the minority of any Child. Each party's policy shall name the other as primary beneficiary of the coverage for the use and benefit of the Children.

3.6 DENTAL/ORTHODONTIC CARE.

Father will maintain dental/orthodontic insurance if available through his employer on the minor Children. Uncovered dental/orthodontic expenses will be divided equally by the parties.

IV. DECISION MAKING

4.1 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, the parents, are divorced. Mother and Father agree they will not speak negatively of one

another or of the family members of the other parent. The parties will encourage the Children to continue to love the other parent and be comfortable in both new families.

4.2 DESIGNATION OF CUSTODIAN.

The Children are scheduled to reside the majority of the time with the Mother. Solely for purposes of any state or federal statutes which require a determination of parental responsibility, Mother is therefore designated the "Custodian of the Children". Because the parties are joint decision makers for purposes of obtaining health or other insurance, they will be considered "joint custodians". This designation shall not affect either party's rights and responsibilities under this Parenting Plan.

4.3 DAY TO DAY DECISIONS.

Each parent will 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.

4.4 MAJOR DECISIONS.

Major decisions regarding each Child will be made as follows:

Education	{x} Mother	{ } Father	{ } joint
Non-Emergency Health Care	{ } Mother	{ } Father	{x} joint
Religious Upbringing	{x} Mother	{ } Father	{ } joint
Extracurricular	{x} Mother	{x} Father	{ } joint
Sex Education	{x} Mother	{ } Father	{ } joint

Each party will consult the other whenever possible prior to making any Major Decisions. The custodial parent will schedule visits with each Child's doctor and notify the non-custodial parent of the time and date. Each parent will immediately notify the other if a Child becomes ill while in his or her care, including maintaining a fever of more than 100 degrees.

4.4 RESTRICTIONS IN DECISION MAKING.

Does not apply.

V. DISPUTE RESOLUTIONS

Disputes between the parties, other than the child support disputes, will be submitted to mediation by a Rule 31 Mediator. The cost of this process will be allocated between the parties as determined at mediation. The counseling, mediation or arbitration process will be commenced by notifying the other party by certified mail.

In the dispute resolution process:

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

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

(c) A written record will be prepared of any agreement reached in counseling or mediation and of each arbitration award and will 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 will award attorney's fees and financial sanctions to the other parent.

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

VI. STANDARD PARENTING RIGHTS

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

1. The right to unimpeded telephone conversations with the Children at least four times a week at reasonable times and for reasonable durations;

2. The right to send mail to the Children which the other parent will not open or censor;

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

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

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

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

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

(i) School activities;

(ii) Athletic activities;

(iii) Church activities; and

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

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

9. The right of access and participation in education, including the right of access to the minor 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 Children's educational performance.

VII. DECLARATION FOR 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 it is in the best interests of the Children.

Paige A. Tipton
PAIGE ANTHONY TIPTON/ Mother

Nashville, TN
April 12, 2005
Date and Place of Signature

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn and subscribed before me this 12th day of April, 2005.

Notary Public: James A. Rose

My Commission Expires: June 12, 2007

JAMES A. ROSE NOTARY PUBLIC AT LARGE SHELBY CO. TN

Mark Tyler Tipton
MARK TYLER TIPTON /Father

Nashville, TN
4-8-05
Date and Place of Signature

Sworn and subscribed before me this 8th day of April, 2005.

Notary Public:

My Commission Expires: 11/25/07

11/25/07

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 Tennessee Code Annotated § 36-13-306. Violation of this order may subject a violator to arrest.

When mutual decision making is designated but cannot be achieved, the parties will 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 this the 4th day of May, 2005.

HONORABLE MURIEL ROBINSON
CIRCUIT JUDGE

PRESENTED BY:

JACK, LYON & JONES, P.A.
11 Music Circle South, Ste. 202
Nashville, TN 37203
(615) 259-4664
(615) 259-4668 Fax

By:_____
Bruce H. Phillips (#16499)
Chad D. Vander Wert (#18941)
Attorneys for Plaintiff

SITES & HARBISON, PLLC
18th Floor, SunTrust Center
424 Church Street
Nashville, TN 37219
(615) 244-5200
(615) 782-2371 Fax

By:_____
Greg D. Smith (#11684)
Attorneys for Defendant

Certificate of Service

I hereby certify that a true and exact copy of the foregoing Plan was deposited in the U.S. Mail, postage prepaid, and addressed to Greg D. Smith, Sites & Harbison, PLLC, 18th Floor, SunTrust Center, 424 Church Street, Nashville, Tennessee 37219, on this the 15th day of April, 2005.

Chad D. Vander Wert

FILED

2005 APR 15 PM 12:55

RICHARD R. ... CLERK

State of Tennessee - Child Support Worksheet

Part I. Identification

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column		PRP	ARP	SPLIT
	Name of Mother: Paige Anthony Tipton	X	D.C.	
	Name of Father: Mark Tyler Tipton		X	
	Name of non-parent Caretaker:			
	TCSES case #:			
	Docket #:			
	Court name: Fourth Circuit Court for Davidson			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Tyler Anthony Tipton	9/23/05	280	85	0
Laura Cain Tipton	5/21/96	280	85	0
John Brooks Tipton	5/9/01	280	85	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	$ 9997.00	$ 9205.00	
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)	$ 9997.00	$ 9205.00	$ 19202.00
3	Percentage Share of Income (PI)	52 %	48 %	100 %
4	Basic Child Support Obligation (BCSO)			$ 2331.00

Part III. Parents' Share of Support Obligation

Standard Parenting	5	Each parent's share of the BCSO	$ 1212.12	$ 1118.88	
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 %	0 %
9	Adjustment in ARP's support obligation for parenting time	$ 0.00	$ 0.00
10	Each parent's share of the adjusted BCSO	$ 0.00	$ 0.00

Part V. Additional Expenses		Column A	Column B	Column C
11a	Children's portion of health insurance premium	$ 0.00	$ 200.00	
11b	Work-related childcare	$ 0.00	$ 0.00	
11c	Total additional expenses	$ 0.00	$ 200.00	$ 200.00
12	Each parent's share of additional expenses	$ 104.00	$ 96.00	
13	Adjusted Support Obligation (ASO)	$ 1316.12	$ 1214.88	
14	Enter amount of payroll deduction from lines 11a and/or 11b or direct payments from line 11a.	- 0.00	- 200.00	
15	Subtract line 14 from line 13. Enter remainder.	$ 1316.12	$ 1014.88	

Part VI. Presumptive Child Support / Modification of Current Support

		Obligation Column
16	Presumptive Child Support Order (PCSO)	$ 1015.00

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):	$ 735.00

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

* This amount includes sums paid by Father's share of the private schooling, the continued counseling expenses for one child, and expenses related to the athletic, social and cultural development of the children.

20	Final Child Support Order	$ 1750.00

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

Prepared by
Gregory D. Smith
Attorney for Mark Tipton
5/4/05

The Court is of the opinion that said Marital Dissolution Agreement adequately and sufficiently provides for a fair and equitable settlement of the parties' property rights. It is, accordingly,

ORDERED, ADJUDGED and DECREED as follows:

1. That the Marital Dissolution Agreement and Parenting Plan entered into by the parties be, and the same hereby is, ratified and approved, and made the order of the Court.

2. That pursuant to Tennessee Code Annotated § 36-4-103, Wife is hereby granted a divorce from Husband, and the bonds of matrimony existing between the parties be and the same hereby are dissolved, on the grounds of irreconcilable differences and the parties are restored to all rights and privileges of single persons; and

3. That all costs of this action be taxed against equally between the parties, for which execution may issue if necessary.

ENTERED this 4th day of May, 2005.

HONORABLE MURIEL ROBINSON
CIRCUIT JUDGE

ACCEPTED AND APPROVED BY:

JACK, LYON & JONES, P.A.
11 Music Circle South, Ste. 202
Nashville, TN 37203
(615) 259-4664
(615) 259-4668 Fax

By:_____
Bruce H. Phillips (#16499)
Chad D. Vander Wert (#18941)
Attorneys for Plaintiff

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Nashville, TN 37219
(615) 244-5200
(615) 782-2371 Fax

By:_____
Greg D. Smith (#11684)
Attorneys for Defendant

Certificate of Service

I hereby certify that a true and exact copy of the foregoing Order was deposited in the U.S. Mail, postage prepaid, and addressed to Greg D. Smith, Sites & Harbison, PLLC, 18th Floor, SunTrust Center, 424 Church Street, Nashville, Tennessee 37219, on this the 13th day of April, 2005.

~~Bruce H. Phillips~~ Chad Vander Wert

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 04 day of MAY , 2005 , in the Case Number 04D1327 between TIPTON, PAIGE ANTHONY Plaintiff, and TIPTON, MARK TYLER Defendant, as same remains of record in Vol. 5821 , Page 1895740 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 09 day of JUNE in the year two thousand five and in the 228th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk