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DEC 31 2003

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE

ENTERED
AT 11:30 AM
JAN 05 2004

TAMMY LYNNE WACHOLTZ
Plaintiff,

vs.

LARRY EDWARD WACHOLTZ
Defendant.

No.: 03-03216

NOTICE OF FINAL ENTRY REQUIRED

FINAL DECREE

This cause came on to be heard on the 31st day of December, 2003 before the Honorable C. K. Smith, Chancellor, in Chancery Court, Wilson County, Tennessee upon the complaint for absolute divorce heretofore filed by the Plaintiff, Tammy Lynne Wacholtz, submission to the court of a signed and notarized marital dissolution agreement and parenting plan, and the record taken as a whole from all of which it appears to the Court as follows:

It is, therefore, **ORDERED, ADJUDGED** and **DECREED** by the Court that the parties have suffered irreconcilable differences as contemplated by T.C.A. Section 36-4-101 (11) and that the Plaintiff, Tammy Lynne Wacholtz, is hereby awarded an absolute divorce from the Defendant, Larry Edward Wacholtz, and that the bonds of matrimony heretofore subsisting between the parties are hereby dissolved and the parties are restored to all the rights and privileges of unmarried persons.

It is further, **ORDERED, ADJUDGED** and **DECREED** by the Court, and the Court affirmatively finds, that the parties have agreed for adequate and sufficient support for the parties' minor children, along with care and custody for the parties' minor children,

It is further, **ORDERED, ADJUDGED** and **DECREED** by the Court, and the Court affirmatively finds, that the parties have made an adequate and sufficient equitable division of the marital property of the parties and said marital dissolution agreement is incorporated herein verbatim:

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE

TAMMY LYNNE WACHOLTZ **Plaintiff,**	)	
vs.	)	**No.: 03-03216**
LARRY EDWARD WACHOLTZ **Defendant.**	)	

FILED
DEC 31 2003
A.M. 11:25 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

MARITAL DISSOLUTION AGREEMENT

This agreement is made between Larry Edward Wacholtz, hereinafter referred to as "Husband," and Tammy Lynne Wacholtz, hereinafter referred to as "Wife."

WITNESSETH:

WHEREAS, these parties are presently living separately and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause; and,

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the Chancery Court for Wilson County, Tennessee, a suit for divorce between the parties, being Tammy Lynne Wacholtz vs. Larry Edward Wacholtz, bearing docket number 03-03216; and,

Both these parties have been advised of their respective rights and responsibilities, one to the other; and,

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicably and mutually acceptable

manner, such that said divorce action shall proceed uncontested;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth and/or other good and valuable consideration, the parties agree as follows:

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

Both parties waive any separate and distinct claim to retirement and pension benefits of the other except as set out by this agreement herein, although they may have been advised of their rights regarding pension and retirement benefits.

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

3. **NON-COMPLIANCE.** Should either party incur any expense for legal fees as a result of the breach of any portion of this marital dissolution agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred.

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

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

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

6. **MODIFICATION.** A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. Failure of any 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.

7. **PERSONALTY.** The parties have heretofore divided their personal property to their mutual satisfaction, and neither make any claim to the property of the other.

8. **REAL PROPERTY.** Wife solely owns real property at 1080 South Harpeth Road, Kingston Springs, Tennessee 37082 worth approximately $260,000.00. Husband has already waived any interest by virtue of marriage or other to that real property and has already signed all the appropriate documentation for same. All right, title, equity and interest in the Kingston Springs property shall be divested out of Husband and vested solely in Wife.

Husband solely owns real property at 3803-A Woodmont Lane, Nashville, Tennessee 37215 worth approximately $238,000.00. Wife has already waived any interest by virtue of marriage or other to that real property and has already signed all the appropriate documentation for same. All right, title, equity and interest in the Woodmont Lane property shall be divested out of Wife and vested solely in Husband.

9. **AUTOMOBILES.** Husband shall have as his sole property the 2001 Honda Accord and will hold Wife harmless for any indebtedness thereon. Wife shall have as her sole property the 2003 Honda Pilot and will hold Husband harmless for any indebtedness thereon.

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

However, the following shall be the sole debt of the Wife:

1. First USA Bank, account number 4388549060595667, approximate balance is $4,673.28;

2. Paypal Visa, account number 4559-53450105-9294, approximate balance is $1,726.97;

3. WFNNB, account number 5856-3730-5118-1944, approximate balance $1,019.84;

4. WFNNB, account number 5856-3732-0013-8357, approximate balance $3,457.55;

The following shall be the sole debt of the Husband:

1. Retail Services, account number 171-6011-0048-2270, approximate balance $3,833.98;

The parties have one (1) joint debt, to TIAA/CREF, which is Husband's retirement account. Husband shall be responsible for the approximate balance on the loan account of $27,000.00. However, Wife shall pay to Husband the sum of $15,000.00 to be paid towards this debt. Wife shall pay Husband as follows:

$5,000.00 on or before October 31st, 2004,
$5,000.00 on or before January 31st, 2005,
$2,500.00 on or before October 31st, 2005; and
$2,500.00 on or before January 31st , 2006.

This amount was negotiated in good faith and agreed upon by the parties in their efforts to resolve the divorce amicably.

11. **BANK ACCOUNTS.** The parties shall keep their respective savings accounts and checking accounts. All joint accounts shall be closed.

12. **RETIREMENT ACCOUNTS.** Husband has a 401-K account through Belmont University, which is worth approximately $97,000.00. This account depreciated during the marriage and the parties agree that this retirement account shall be the sole property of Husband. Wife waives any interest by virtue of marriage or other to this account. All right, title, equity and interest in this account is hereby divested out of Wife and vested solely in Husband.

Wife does not have any retirement accounts, however she does have a trust that she inherited referred to as the "Jay and Lynne Livingston Trust." Husband does not have any interest in same, however, if there were any interest in same by virtue of marriage or other to this account, Husband

does waive same. All right, title, equity and interest in this trust account is hereby divested out of Husband and vested solely in Wife.

13. **FUTURE INDEBTEDNESS.** Each of the parties hereto covenants with the other that, from this date forward, neither will contract any indebtedness from the credit of the other without proper authority.

14. **BANKRUPTCY.** Whenever either Husband or Wife is required by the terms of this Marital Dissolution Agreement to assume responsibility for paying any debts, obligations, promissory notes, property division, or any other debts or indemnifications and to hold the other party harmless from any liability therefore, such obligations shall be deemed a support obligation under 11 U.S.C. section 523(5), which is non-dischargeable in bankruptcy as to the other party.

15. **ALIMONY.** Neither party makes any claim for alimony *pendente lite* or permanent.

16. **FULL DISCLOSURE OF ASSETS.** Husband and Wife hereby make oath that and swear that they have each made a complete and total disclosure to each other of all assets, whether marital or separate, in which either one has any interest of any nature whatsoever, whether real or personal, and wherever situated, especially with regard to business venture or negotiations for any future business for profit, and in the event that it later appears that either Husband or Wife have failed to make such disclosure to the other, and then it comes to the attention of the one to whom full disclosure was not made, then they hereby agree that this agreement may be adjusted or changed accordingly, and to comply with the intent of this paragraph to make such full disclosure of all assets of either Husband and Wife.

17. **CHILD SUPPORT AND CUSTODY.** See attached Parenting Plan.

Each parent acknowledges his or her desire to protect the children from any adversities arising

out of the parties' divorce. The parties intend to counsel with each other in determining the education and health of the children. Therefore, both parties agree to act in good faith towards one another in the making of decisions on behalf of the children and to always consider the best interests of the children first without regard to the interest of each other.

18. **VISITATION.** See attached Parenting Plan.

19. **HEALTH INSURANCE.** See attached Parenting Plan for the minor children. As to the parties, Wife shall have to purchase her own health insurance policy upon the finalization of the divorce. Until such time as she acquires her own policy she does have the option to pay the Cobra premiums on Husband's current policy.

20. **LIFE INSURANCE.** See attached Parenting Plan.

21. **TAX DEDUCTION.** See Attached Parenting Plan.

22. **TAX RETURNS.** The parties have filed separately for 2002. Husband shall receive his tax refund in the approximate amount of $13,000.00 and Wife shall be solely responsible for any indebtedness she may owe the Internal Revenue Service. The parties will file separate tax returns for 2003 and each year thereafter. Each party will be responsible for any indebtedness that he or she may owe to the Internal Revenue Service. No legal advice has been given by T.J. Cross-Jones or Patricia G. Campbell, in regards to the tax consequences of property settlement, debt assignment, or otherwise, and the parties are hereby advised to seek competent tax advice before filing their tax returns.

23. **PRIOR TAX LIABILITIES.** If in any connection with any joint Federal Income Tax Returns heretofore filed by the parties there is a deficiency assessment, 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 (and if so, to what extent). 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 during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.

24. **MAIDEN NAME.** Wife shall hereinafter be restored to her maiden name of Tammy Lynne Wright.

25. **COURT COSTS.** All costs shall be taxed to the parties equally.

26. **ATTORNEY'S FEES.** Each party shall be responsible for their own attorney's fees in this matter.

27. **SERVICE OF PROCESS.** Both parties have been served, filed an answer to the respective complaints, and do hereby consent to the jurisdiction and venue of this court.

28. **EXECUTION.** Each of the parties agrees to execute all instruments in a timely fashion.

29. It is further understood by and between the parties that this marital dissolution agreement shall be filed with the Circuit Court Clerk's office within 180 days from its execution. It is further understood by and between the parties that Wife shall proceed to obtain a divorce on the grounds of Irreconcilable Differences.

IN WITNESS WHEREOF, the said parties, having read this instrument and familiarized themselves with its contents, signed and executed this instrument on the 31st day of December as to the wife, and the 31st day of December as to the husband.

LARRY EDWARD WACHOLTZ

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named LARRY EDWARD WACHOLTZ with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at this the 31st day of December, 2003.

NOTARY PUBLIC
My Commission Expires JAN. 27, 2007

My commission Expires: 1/27/07

TAMMY LYNNE WACHOLTZ

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named TAMMY LYNNE WACHOLTZ, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 31st day of December, 2003.

NOTARY PUBLIC
My Commission Expires JAN. 27, 2007

My Commission Expires: 1/27/07

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Patricia G. Campbell by permission 1/6/2004
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IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE

FILED
DEC 31 2003
A.M. 11:25 P.M.
BARBARA WEBB, CLERK & MASTER
CHANCERY COURT WILSON CO, TN

TAMMY LYNNE WACHOLTZ
Social Security No.: [redacted]2867
Plaintiff,

vs.

LARRY EDWARD WACHOLTZ
Social Security No.: [redacted]2654
Defendant.

Docket No.03-03216
[ ] Proposed (PPP)
[ ] Temporary (TPP)
[X] Final Order (FPP)

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.

[ ] a temporary parenting plan signed by the court.

[X] proposed by Mother and Father.

I. GENERAL INFORMATION

This parenting plan applies to the following children:

Name	Birthdate	Social Security No.
Hannah Jennifer Wacholtz	11/29/98	[redacted]5-6786
Michelle Christine Wacholtz	04/04/00	[redacted]9-9119

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 DAY-TO-DAY SCHEDULE.

The parents shall alternate weeks with their children. The week shall be from Monday until Monday. The children shall be either taken to or picked up from their respective schools. The Father shall have the children starting January 5th, 2003 and it will alternate with the Mother thereafter.

2.2 SCHEDULE FOR WINTER/CHRISTMAS VACATION.

The child(ren) shall reside with the [x] mother [x] father during winter vacation, except for the following days and times when the child(ren) will reside with or be with the other parent: **If the parties are traveling, from the day the children get out of school at 2:30 p.m. until 2:30 p.m. on December 27th starting with 2003 and continuing on odd years thereafter with Father. From December 27th at 2:30 p.m. until seven (7) days later at 6:00 p.m. in even years. If the parties are not traveling, they will exchange the children on Christmas Day.**

2.3. SCHEDULE FOR SPRING VACATION

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

Alternate with Mother having odd years and Father having even years.

2.4 SUMMER SCHEDULE.

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

[X] Same as school year schedule.
[ ] One week every month.
[ ] Two weeks every month
[ ] One month beginning _____
[ ] ___ weeks during summer_____
[X] Other: **The parties will work with one another if either party needs to spend more than one week with the children for vacation or if they need a specific week in the summer.**

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

2.5 SCHEDULE FOR HOLIDAYS.

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

	With Mother (Specify Year Odd/Even/Every)	With Father (Specify Year Odd/Even/Every)
New Year's Day	Odd	Even
Martin Luther King Day	Every	na
Presidents' Day	Every	n/a
Easter	Even	Odd
Passover	n/a	n/a
Memorial Day	Odd	Even
July 4th	Even	Odd
Labor Day	Odd	Even
Veterans Day	n/a	n/a
Thanksgiving Day	Even	Odd
Christmas Eve	Even	Odd
Christmas Day	Every	Every
Hanukkah	n/a	n/a

X=Parent who has week-end, see below

[x] For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times):
Day prior to holiday @ 6:00 p.m. and ending @ 6:00 p.m. day of holiday.

[x] Holidays which fall on a Friday or a Monday shall include Saturday and Sunday.
[x] Thanksgiving is from the Wedn. prior to at 6:00 p.m. and ends on Sunday at 6:00 p.m.

2.7 SCHEDULE FOR SPECIAL OCCASIONS.

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

	With Mother (Specify Year Odd/Even/Every)	With Father (Specify Year Odd/Even/Every)
Mother's Day	Every	
Father's Day		Every
Mother's Birthday	n/a	n/a
Father's Birthday	n/a	n/a
Child's Birthday	Every	Every

Other: Both parties shall be able to visit with the children on their birthdays.

2.7 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

[ ] Does not apply.

[x] For purposes of this parenting plan sections 2.3 through 2.8 shall have priority over the residential schedule.

2.8 RESTRICTIONS.

[x] Does not apply.

[ ] The [ ] father's [ ] mother's residential time with the child(ren) 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 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 or serious damage to the child's psychological development.
- [ ] A parent has withheld from the other parent access to the child for a protracted period without good cause.

The following restrictions shall apply when the chid(ren) spend time with this parent:
[x] father's [x] mother's residential time with the child(ren).

1. Both parties will notify the other party when the child will be away from the parental home overnight by giving the address and telephone number of where they will be staying.

2. Neither party shall have overnight visitation with the opposite sex that would give the appearance of being romantic in nature while they have the children.

2.9 TRANSPORTATION ARRANGEMENTS

Transportation arrangements for the child(ren), other than costs, between parents shall be as follows:

Father and Mother will share in this responsibility for dropping off and picking up the minor children.

2.10 DESIGNATION OF CUSTODIAN.

The child(ren) named in this parenting plan are scheduled to reside with the [x] mother [x] father equal time with both parents. For purposes of state and federal statutes, the parents shall be designated as joint custodians of the minor children. This designation shall **not** affect either parent's rights and responsibilities under this parenting plan.

2.11 OTHER. _____

III. CHILD SUPPORT

3.1 FINANCIAL SUPPORT

[X] The [ ] mother [ ] father will pay child support, according to the Tennessee Child Support Guidelines, in the amount of $ **0.00** per Month _____, beginning The parties' incomes are comparable and both parties are responsible for taking care of the children while in their possession. The Father's child support obligation would be $1,080.00 per month for the minor children according to the Tennessee Child Support Guidelines, based on his monthly net income of $4,530.27 from Belmont University and from the net sales of publications. Mother's child support obligation would be $1,913.00 per month for the minor children according to the Tennessee Child Support Guidelines, based on her approximate monthly net income of $8,500.00 from her inherited family trust.

The child support obligation shall be $0.00 for each parent, based on taking into account the deviation from the guidelines, because both parents are equally providing for the minor children. Also, Mother is going to pay for the children's private school expenses, as set forth below and Father pays for the children's health insurance.

This amount shall not be prorated unless otherwise specified.

[] The father/mother shall pay child support to the **Central Child Support Receipting Unit, P.O. Box 305200, Nashville, Tennessee 37229**. The payments shall be disbursed to father/mother at _____ ____.

[X] Other provisions for financial support: **For the school year 2003/2004, both parents acknowledge that Hannah Wacholtz will attend Franklin Road Academy and that Michelle Wacholtz will attend Creative Care Center at Hillsboro Presbyterian Church. The Mother shall be responsible for payment of the tuition, books and ordinary and reasonable expenses for the children to attend these private schools. Both parties will contribute to the extracurricular activities of the children as agreed upon by the parties. Either party may notify the other of his or her request for mediation if the parties cannot agree on the choice of schools for the minor children in the future.**

[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.

[X] The [] mother [x] father will receive the tax deduction for the child(ren). Each party shall provide to the other, quarterly each year, a copy of the respective W-2 form, trust payments, publication sales, etc.,.

[X] Other provisions regarding tax deduction: **Father shall receive both children as tax deductions every year. By claiming both children, the children will have access to money for college tuition at Belmont University and approximately 500 other schools through Father's employment. Therefore, Father agrees to take the portion he receives as a benefit for one (1) child and put that money into an account such as an educational IRA, for both children. The account shall be set up so that both parents have to sign for any withdrawals to be made from the account, prior to the age of majority. When the children reach the age of majority the account can be given to them for college.**

3.3 HEALTH INSURANCE.

[X] The [] mother [X] father will maintain medical/hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage by February 15th of each year. Uncovered medical expenses will be borne by [ ] mother [] father [X] divided equally by the parties.

[] Other: _____

3.4. LIFE INSURANCE.

[X] The [] mother [X] father shall insure his/her own life in the minimum amount of **$50,000.00** whole or term, which may not decrease in face amount during the minority of any children. The policy shall name the Mother as trustee beneficiary for the minor child(ren) and shall only be ordered until the youngest minor child reaches the age of majority. **Further, Father shall name the Mother as trustee beneficiary for the minor children on his retirement account with TIAA/CREF.** This shall only be ordered until the youngest minor child reaches the age of majority.

[X] other provisions regarding life insurance:
If Mother was to die, the children inherit her current portion of the Jay and Lynn Livingston Trust and the Tammy Wacholtz Trust. The trust has already been executed through the current trustee.

3.5 DENTAL/ORTHODONTIC CARE

[x] The [ ] mother [X] father will maintain dental/orthodontics care on the minor child(ren). Uncovered dental/orthodontic expenses will be borne by [ ] mother [ ] father [X] divided equally by the parties.

[ ] Other provisions for dental/orthodontics care: **Each may apply to Court for braces or orthodontic payment designation.**

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 child(ren).

4.2 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

4.3 RESTRICTIONS IN DECISION MAKING.

[x] Does not apply.

[ ] Sole 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 child support disputes, shall be submitted to :

[ ] Counseling by _____, or

[x] Mediation by **Agreement or Court appointment with right to apply to Court if necessary**.

[ ] Arbitration by _____.

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

[ ] _____% mother _____% father.

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

[x] as determined in the dispute resolution process, **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 to dispute resolution process without good reason, the court shall award attorneys' fees and financial sanctions to the other parent.

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

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

VI. STANDARD PARENTING RIGHTS

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

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

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

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

(D) the right to receive directly from the child's school upon written request which includes a current mailing address and upon payment of reasonable costs or 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;

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

(F) the right to be free of unwarranted derogatory remarks make about such parent or such parent's family by the other parent to or in the presence of the minor child;

(G) 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;
(iv) other activities as to which parental participation or observation would be appropriate;

(H) the right 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

(I) the right 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

[ ] There are no other provisions.

[x] There are the following other provisions: **Either parent shall have the right to apply to the Court for relief in the event mediation is unsuccessful.**

VIII. DECLARATION FOR PROPOSED PARENTING PLAN

[ ] Does not apply.

[x] (Only sign if this is a proposed parenting plan.) I declare under penalty of perjury under the laws of the State of Tennessee that this plan has been proposed in good faith and that the statements in Part II of this Plan are true and correct.

Mother

12-31-03 Nashville TN
Date and Place of Signature

6/12/03
Date of attending parenting seminar
Certificate attached

Father

12-31-03 Nashville TN
Date and Place of Signature

6/12/03
Date of attending parenting seminar
Certificate attached.

SWORN AND SUBSCRIBED before me a Notary Public this 31st day of December, 2003, as to Tammy Lynne Wacholtz.

NOTARY PUBLIC

My Commission Expires: 1/27/07

T.J. CROSS-JONES NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 27, 2007

SWORN AND SUBSCRIBED before me a Notary Public this 31st day of December, 2003, as to Larry Edward Wacholtz.

NOTARY PUBLIC

My Commission Expires: 1/27/07

T.J. CROSS-JONES NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 27, 2007

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 partied shall make a good faith effort to resolve the issue through he 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: 1/09/08

Judge

Presented by:

T.J. CROSS-JONES, #19071
Attorney for Tammy Wacholtz
1623 Parkway Towers
404 James Robertson Parkway
Nashville, TN 37219
(615) 244-0095

PATRICIA G. CAMPBELL, #12008
Attorney for Larry Wacholtz
144 Second Avenue North
Nashville, Tennessee 37203
(615) 255-9911

IT IS FURTHER ORDERED ADJUDGED and DECREED that the parties have entered into a Parenting Plan which is approved by the court, entered herewith, and incorporated herein by reference.

It is, further, **ORDERED, ADJUDGED** and **DECREED** by the Court that Wife's maiden name shall hereinafter be restored to Tammy Lynne Wright.

It is, further, **ORDERED, ADJUDGED** and **DECREED** by the Court that all costs of this cause are taxed to the parties equally for which execution may issue if necessary.

ENTERED this 3 day of January, 2003.

C K Smith

HONORABLE C. K. SMITH, CHANCELLOR

CHANCERY COURT OF WILSON COUNTY, TN LEBANON

SUBMITTED FOR ENTRY:

T.J. CROSS-JONES, #19071
Attorney for Tammy Lynne Wacholtz
1623 Parkway Towers
404 James Robertson Pkwy
Nashville, TN 37219
(615) 244-0095

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.
8th day of July, 2005.
BARBARA WEBB, CLERK & MASTER
Ruthann McCrary D. C&M

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished by United States Mail, first class postage prepaid, to Patricia G. Campbell, attorney for Defendant, at 144 Second Avenue North, Nashville, Tennessee 37203; this the 31st day of December, 2003.

T.J. CROSS-JONES
Certifying Attorney

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JUDGMENT & DECRE
REF# T005-046589
US Recordings