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

2006 MAR 15 AM 9:33

DIANE MARIE GIBSON,)
Plaintiff,)
vs.) No. 05D-724
JAMES BELL GIBSON, JR.,)
Defendant.)

Davidson County DEEDDIV
Recvd: 05/19/06 09:58 23 pg
Fees:117.00 Taxes:0.00
20060519-0058936

AMENDED FINAL DECREE OF DIVORCE

THIS CAUSE came to be heard on the 18th day of January, 2006, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. A hearing on the Motion to Amend the Final Decree was held on March 3, 2006 and the Motion to Amend was granted. Upon the Marital Dissolution Agreement and Parenting Plan executed by the parties and previously filed in this cause, upon the Motion to Amend, and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff DIANE MARIE GIBSON is hereby awarded an absolute divorce from the Defendant JAMES BELL GIBSON, JR. on the grounds of irreconcilable differences, and the parties are hereby restored to all rights and privileges of unmarried persons.

The Wife's current address is 304 Roslyn Court,Nashville, TN 37221 ~~37122~~. The Husband's current address is 515 Basswood Drive, #D-46, Nashville, TN 37209.

The Court affirmatively finds that the parties hereto have made adequate and sufficient

provision by written agreement for the equitable settlement of any property rights between the parties in a Marital Dissolution Agreement executed by these parties which is hereby approved and made the Order of this Court. In addition, the Court finds that the parties have made adequate and sufficient provision for the support needs of their minor children in their Parenting Plan, which has previously been filed with the Court. Copies of the Marital Dissolution Agreement, the Parenting Plan, and the Child Support Worksheet are attached hereto and incorporated herein by reference.

FILED

2005 NOV 14 PM 12:34

MARIE R. ROGERS, CLERK

D.C.

THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY TENNESSEE AT NASHVILLE

DIANE MARIE GIBSON
Plaintiff,

vs.

JAMES BELL GIBSON, JR.
Defendant.

Docket No. 05D-724

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between DIANE MARIE GIBSON, referred to herein as Wife and Mother, and JAMES BELL, GIBSON, JR. referred to herein as Husband and Father;

WITNESSETH:

WHEREAS, the Husband and Wife were married on October 22, 1994, and resided together in that relationship until their separation, and,

WHEREAS, the Wife has filed in the Fourth Circuit Court of Davidson County, Tennessee, a suit for divorce styled DIANE MARIE GIBSON V. JAMES BELL GIBSON, JR., seeking an absolute divorce; and,

WHEREAS, the parties desire to enter into the following agreement as a complete and final settlement with respect to the division of their property and their financial obligations and a Parenting Plan for the care and support of their minor child, MATTHEW THOMAS GIBSON, d.o.b. May 22, 1999;

NOW, THEREFORE, in consideration of these premises, the Husband and Wife agree as follows:

1. REAL ESTATE:

The marital residence located at 304 Roslyn Court, Nashville, TN 37221, titled in the names of the parties jointly, is awarded solely to the Wife. Husband is divested of all right title and interest in said property and all right title and interest is said property is vested solely in the Wife. Husband shall be solely responsible for the payment of the home equity line of credit to AmSouth Bank in the approximate principal sum of THIRTY THOUSAND DOLLARS ($30,000.00) which shall be paid in full upon the sale of the James Avenue property referenced below. The Husband shall continue to make the installment payment on the AmSouth Bank line of credit until it is paid in full. In the event the Wife sells the Roslyn Court property prior to the time the equity line of credit is paid in full by the Husband, Wife shall be entitled to a judgment in the amount of the unpaid balance at the time of the sale for which execution may issue. Husband indemnifies Wife and holds her harmless for the payment of the AmSouth equity line of credit. Wife shall be responsible for all other liability relative to the ownership of said property including the mortgage to First Keystone Bank in the approximate principal sum of NINETY THOUSAND DOLLARS ($90,000.00) for all of which Wife indemnifies Husband and holds him harmless. Husband shall immediately execute a deed transferring his interest in said property to the Wife. Within a period of twelve (12) months of the sale of the James Avenue property and the payment of the second mortgage in full, Wife agrees to refinance the First Keystone Bank mortgage to a mortgage in her name individually so long as the monthly installments on a fifteen year mortgage, principal and interest only, excluding taxes and insurance, will not increase over the amount of her current mortgage payment to Keystone.

Wife's marital interest in the property located at 652 James Avenue titled in the names of Husband and Michael Maitland as tenants in common is awarded to

Husband, contingent upon the payment of the AmSouth line of credit secured by the marital residence, at which time Wife shall quitclaim her interest to Husband. Husband shall be solely responsible for all liability relative to ownership of said property for which he indemnifies Wife and holds her harmless.

Ownership of condominiums # N139 and #D46 located at 515 Basswood Drive, Nashville, TN 37209 is awarded solely to the Husband. Wife is divested of all right, title and interest in said property, and all right, title and interest in said property is vested solely in Husband, who shall be solely responsible for all liability relative to the ownership of said properties including the payment of the first mortgage to Citizens Bank of Gallatin in the approximate principal sum of TWENTY-SIX THOUSAND DOLLARS ($26,000.00) and the first mortgage to N Bank, Atlanta, GA in the approximate principal sum of THIRTY-SEVEN THOUSAND DOLLARS ($37,000.00) for all of which Husband indemnifies Wife and holds her harmless. Wife shall execute quitclaim deeds transferring her interest in said properties to Husband, if necessary upon the payment of the equity line of credit.

2. **PERSONAL PROPERTY:**

The parties have divided their personal property in a mutually acceptable manner. All items in the possession of the Wife are awarded to the Wife as her sole and separate property and Husband relinquishes and waives all rights to and ownership of said property. All items in the possession of the Husband are awarded to the Husband as his sole and separate property and Wife relinquishes and waives all rights to and ownership of said property.

3. **AUTOMOBILES:**

The 1996 Ford Taurus automobile, titled in the names of the parties jointly, is vested in the Wife and Husband is divested of any interest therein. Wife shall be

responsible for all liability relative to ownership of said vehicle all of which she indemnifies Husband and holds him harmless for the payment thereof.

The 1997 Pontiac Grand Am automobile, titled in the name of the Husband, is vested in the Husband and Wife is divested of any interest therein. Husband shall be responsible for all liability relative to ownership of said vehicle for all of which he indemnifies Wife and holds her harmless for the payment thereof.

4. **BANK ACCOUNTS:**

Each of the parties is awarded any checking and/or savings account in his/her individual name, free of any claim by the other.

5. **INVESTMENT/RETIREMENT ACCOUNTS:**

Each of the parties is awarded all investment/retirement accounts titled in his/her name individually, free of any claim by the other.

5. **DEBTS:**

Husband shall pay any and all other outstanding indebtedness incurred in his name individually, for all of which he indemnifies Wife and holds her harmless for the payment thereof.

Wife shall pay any and all outstanding indebtedness incurred in her name individually, for all of which she indemnifies Husband and holds him harmless for the payment thereof.

The parties know of no outstanding joint indebtedness other than those specifically referenced in this agreement. In the event there is any joint debt, the party incurring the indebtedness shall pay the debt and hold the other harmless from any liability thereon.

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 law, 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's fees.

6. INCOME TAX:

The parties will file a joint income tax return for the 2004 tax year and the Husband will pay any unpaid taxes.

If there is a deficiency assessment in connection with any joint federal income tax return heretofore filed by the parties, the amount ultimately determined to be owed thereon shall be borne by the party whose deduction, income, or erroneous reporting resulted in the deficiency assessment.

7. ALIMONY:

Each of the parties waives the right to receive alimony from the other either now or at any time in the future.

8. REPRESENTATION, ATTORNEY'S FEES, EXPENSES AND COSTS:

The Wife, only, has been represented by IRENE HAUDE and the Husband has been advised to seek legal counsel and has either done so or has chosen to represent himself in the negotiation of this agreement. The husband shall reimburse Wife the amount of her legal attorneys' fees, and any other professionals' fees, incurred by her regarding this divorce case, including court costs. Husband shall pay his own legal fees and legal costs including the cost of the preparation of the quitclaim deeds transferring Wife's marital interest in the real property awarded to him. The parties acknowledge that neither is relying on any tax advice of their respective attorneys and that they have been advised to seek counseling from an accountant or tax attorney regarding the terms of this agreement. Upon the entry of a final decree of divorce, the attorneys of record in this cause will be released from

further responsibility in this action and shall be released as surety for any future costs.

9. FUTURE INDEBTEDNESS:

From the date of the execution of this agreement, neither party shall incur any indebtedness upon the credit of the other. Should this covenant be violated and one party is required, voluntarily or involuntarily, to pay a debt incurred by the other, the party who makes such payment shall be entitled to indemnity from the other party for all legal obligations paid, including the amount paid, reasonable attorneys' fees actually incurred and interest actually paid, not to exceed the maximum rate allowed by law.

10. SEVERABILITY:

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

11. 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.

12. NO INTERFERENCE:

It is agreed between the parties that 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. It is further agreed that neither party shall molest, threaten, harass, nor compel or endeavor to compel, the other to cohabit or dwell with him or her.

13. FULL DISCLOSURE:

The parties acknowledge that there are no 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 full disclosure to each other of all assets in which they have an interest. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this agreement.

Each of the parties acknowledge that they waive the right to formal discovery by means of sworn written interrogatories or sworn oral testimony and that each are relying on the representation of the other that full disclosure has been made in the negotiation of this settlement agreement.

14. Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing, which shall reasonably be required for the purposes of effectuating the provisions and intent of the Marital Dissolution Agreement.

15. Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Wife and Husband hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the other, whether by way of statutory allowance, dower, curtesy, distribution in intestacy, right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties in the Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executor,

administrator, and assigns, remise, release, and forever discharge the other of all claims, causes of action, demands, and rights in law or equity, which either party ever had or now has against the other, except any and all causes of action for divorce.

16. The parties desire that their Marital Dissolution Agreement be incorporated as part of any final judgment of divorce that may hereafter be entered in the Fourth Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end, agree that it shall be submitted to the Court for its ratification and approval.

17. This Dissolution Agreement constitutes the entire understanding of the parties. There are no agreements or understanding between them, other than those agreements and understanding expressly mentioned in this Marital Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of them other than those expressly mentioned in this Marital Dissolution Agreement. This Marital Dissolution Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

18. The parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Each party acknowledges that he/she has read this Marital Dissolution Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Marital Dissolution Agreement and further agrees to be responsible for attorney's fees and court costs if it is necessary for the other to file suit to enforce the agreement.

19. The parties acknowledge that the Husband is a Tennessee resident. Neither personal service of process nor service of process by publication shall be required. The signing of this Marital Dissolution Agreement by both parties before a

notary public shall be in lieu of service of process, and shall constitute a general appearance before the Court, which shall give the Court personal jurisdiction over the Defendant/Husband for the purpose of granting a divorce on the ground of irreconcilable differences. Any requirement for him to file an answer to the complaint filed by the Wife is hereby waived.

IN WITNESS WHEREOF, Wife has signed this Marital Dissolution Agreement on _____, 2005, and Husband has signed this Marital Dissolution agreement on Oct 28th, 2005.

Diane Marie Gibson
DIANE MARIE GIBSON

JAMES BELL GIBSON, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DIANE MARIE GIBSON, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within agreement for the purposes therein contained. Witness my hand and official seal, this 7th day of October, 2005.

Notary Public

My commission expires: 5/24/2008

MICHELLE FLANAGAN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires MAY 24, 2008

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

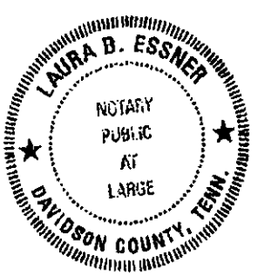
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JAMES BELL GIBSON, JR., with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within agreement for the purposes therein contained. Witness my hand and official seal, this 28th day of October, 2005.

Laura B. Essner

Notary Public

MY COMMISSION EXPIRES JANUARY 27, 2007

My commission expires: _____



STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER		FILE NO. 05D-324
AGREED		
PLAINTIFF DIANE MARIE GIBSON Mother	DEFENDANT JAMES BELL GIBSON, JR. Father	

The mother and father will behave with each other and each child so as to provide a loving, stable, consistent and nurturing relationship with the child even though they are divorced. They will not speak badly of each other or the members of the family of the other parent. They will encourage each child to continue to love the other parent and be comfortable in both families.

This is a new plan.

Child's Name	Date of Birth
MATTHEW THOMAS GIBSON	May 22, 1999

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is the mother, Diane Marie Gibson.

Under the schedule set forth below, each parent will spend the following number of days with the child:

Mother 260 days Father 105 days

B. DAY-TO-DAY SCHEDULE

The mother shall have responsibility for the care of the child except at the following times when the father shall have responsibility:

From 5:00 p.m. on Friday until 5:00 p.m. on Sunday every other week.

The father shall also have responsibility for the care of the child at the additional parenting times specified below:

From 5:00 p.m. on Tuesday until 8:00 a.m. on Wednesday each week and from 5:00 p.m. on Wednesday until 8:00 a.m. on Thursday each second Wednesday of the month.

This parenting schedule begins on the date of the Court's Order.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

Indicate if child will be with parent in ODD or EVEN numbered years or EVERY year:

	MOTHER	FATHER
New Year's Day	EVEN	ODD
Martin Luther King Day		EVERY
Presidents' Day		EVERY
Good Fri.-Easter Sun. (unless coinciding with Spring Vacation)	EVERY	
Mother's Day	EVERY	
Memorial Day(if no school)	EVEN	ODD
Father's Day		EVERY
July 4th	ODD	EVEN
Labor Day	EVEN	ODD
Halloween	ODD	EVEN
Thanksgiving (Wed. 5:00 p.m..-Sun. 5:00 p.)	EVEN	ODD

A holiday shall begin at 5:00 p.m. on the night preceding the holiday and end at 6:00 p.m. the night of the holiday, unless otherwise noted here_____.

D. FALL VACATION (NOT *applicable*)

E. WINTER (CHRISTMAS) VACATION

During odd numbered years the mother shall have the child on Christmas Day and other days she is off from work up to one-half the child's vacation, excluding New Year's Day; and the father shall have him for the remainder of the vacation.

During even numbered years the mother shall have the child on New Year's Day and other days she is off from work up to one-half the child's vacation, excluding Christmas Day; and the father shall have him for the remainder of the vacation.

F. SPRING VACATION

The day-to-day schedule shall apply.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Each parent shall have the child for a period of one week upon giving the other notice of 30 days.

H. TRANSPORTATION ARRANGEMENTS

The father shall transport the child to and from the father's home.

If a parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the child or children while in the care of that parent.

I. SUPERVISION OF PARENTING TIME *(NOT applicable)*

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care of a child while the child is residing with that parent, including any emergency decisions affecting the health or safety of a child.

B. MAJOR DECISIONS

Major decisions regarding the child shall be made as follows:

Educational 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

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 3,750.00.
Mother's gross monthly income is $ 2,291.67.

1. The final child support order is as follows:
   The father shall pay to the other parent as regular support the sum of $508.00 on Friday of every other week. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

   If this is a deviation from the Child Support Guidelines, explain why:
   The child support is excess of the child support guidelines in support of the child's private school education.

2. Retroactive Support: (NOT applicable)

3. Payments shall begin on the father's first Friday payday after the date of the court order.

This support shall be paid directly to the mother.

The parents acknowledge that court approval must be obtained before child support can be reduced or modified. Unless an arrearage exists child support shall end upon the child reaching the age of 18 years or his graduation from high school, whichever occurs later.

*Child Support Worksheet can be found on DHS website at http://www.state.tn.us/humanserv/is/incomeshares.htm or at your local child support offices.

B. FEDERAL INCOME TAX EXEMPTION*

The mother is the parent receiving child support.

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* NOTE: The child support schedule assumptions in the guidelines (1240-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child

The Mother shall claim the Matthew Thomas Gibson each year.

The father will furnish IRS Form 8332 to the mother by February 15 of the year the tax return is due.

C. PROOF OF INCOME AND WORK-RELATED CHILD CARE EXPENSES

Each parent shall send proof of income to the other parent for the prior calendar year as follows:

- IRS Forms W-2 and 1099 shall be sent to the other parent on or before February 15.
- A copy of his or her federal income tax return shall be sent to the other parent on or before April 15 or any later date when it is due because of an extension of time for filing.

The parent paying work-related child care expenses shall send proof of expenses to the other parent for the prior calendar year and an estimate for the next calendar year, on or before February 15.

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be maintained by the father.

Proof of continuing coverage shall be furnished to the other parent annually or as coverage changes. The parent maintaining coverage shall authorize the other parent to consult with the insurance carrier regarding the coverage in effect.

Uncovered reasonable and necessary medical expenses, including deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, dental, orthodontic expenses and counseling will be paid equally by the parents. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

E. LIFE INSURANCE

The mother and father shall each insure his/her own life in the minimum amount of $125,000.00 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the other parent as sole irrevocable primary beneficiary of the proceeds for the support of the minor child.

IV. PRIMARY RESIDENTIAL PARENT (CUSTODIAN) FOR OTHER LEGAL PURPOSES

The child or children are scheduled to reside the majority of the time with the mother. The mother is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of any other applicable state and federal laws. If the parents are listed in Section II as joint decision-makers, then, for purposes of obtaining health or other insurance, they shall be considered to be joint custodians. **THIS DESIGNATION DOES NOT AFFECT EITHER PARENT'S RIGHTS OR RESPONSIBILITIES UNDER THIS PARENTING PLAN.**

V. DISAGREEMENTS OR MODIFICATION OF PLAN

Should the parents disagree about this Parenting Plan or wish to modify it, they must make a good faith effort to resolve the issue by the process selected below before returning to Court. *Except for financial support issues including child support, health and*

dental insurance, uncovered medical and dental expenses, and life insurance, disputes must be submitted to Jan Walden, 118 29TH Avenue South, Nashville, TN 37212 (615) 292-2726 or a mediator of the parents' choice. If the parents agree financial support issues will also be submitted to mediation.

The costs of this process will be shared equally by the parents or may be determined by the alternative dispute process or assessed by the Court based upon the incomes of the parents. It must be commenced by notifying the other parent and the Court by telephone or written request.

In the dispute resolution process:

A. Preference shall be given to carrying out this Parenting Plan.
B. The parents shall use the process to resolve disputes relating to implementation of the Plan.
C. A written record shall be prepared of any agreement reached, and it shall be provided to each parent.
D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. RIGHTS OF PARENTS

Under T.C.A. § 36-6-101 of Tennessee law, both parents are entitled to the following rights:

(1) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations;
(2) The right to send mail to the child which the other parent shall 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 child;
(4) The right to receive directly from the child's school any school records customarily made available to parents. (The school may require a written request which includes a current mailing address and upon payment of reasonable costs of duplicating.) These include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;
(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 treatment or health care. (The keeper of the records may require a written request which contains a current mailing address and the payment of reasonable costs of duplication.) 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) The right to be free of unwarranted derogatory remarks made about the parent or his or her family by the other parent to the child or in the presence of the child;
(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 them. These include the following: school activities, athletic activities, church activities and other activities where 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 child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency;
(9) The right to access and participation in education on the same basis that is provided to all parents. This includes the right of access to the child for lunch and other activities. However participation or access must be reasonable and not interfere with day-to-day operations or with the child's educational performance.

VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute (T.C.A. § 36-6-108) which governs the notice to be given in connection with the relocation of a parent reads in pertinent part as follows:

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than one hundred (100) miles from the other parent within the state, the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail. Unless excused by the court for exigent circumstances, the notice shall be mailed not later than sixty (60) days prior to the move. The notice shall contain the following:
(1) Statement of intent to move;
(2) Location of proposed new residence;
(3) Reasons for proposed relocation; and
(4) Statement that the other parent may file a petition in opposition to the move within thirty (30) days of receipt of the notice.

VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by both parents. Under penalty of perjury, we declare that this plan has been proposed in good faith and is in the best interest of the minor child and that the statements herein and on the attached child support worksheets are true and correct.

Diane Marie Gibson — Oct. 7, 2005
DIANE MARIE GIBSON, Mother — Date and Place Signed

James Bell Gibson Jr. — Oct 28, 2005
JAMES BELL GIBSON, JR., Father — Date and Place Signed

APPROVED FOR ENTRY:

IRENE R. HAUDE Attorney for Mother
96 White Bridge Road, Suite 208
Nashville, TN 37205
615 356-1560 *BPR Number 12104*

It is so ORDERED this the 18th day of Jan, 2006

Judge

2006 MAR 15 AM 8:04

State of Tennessee - Child Support Worksheet

2006 MAR 12 PM 4:20

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:	Diane Marie Gibson	X		
	Name of Father:	James Bell, Gibson		X	
	Name of non-parent Caretaker:				
	TCSES case #:				
	Docket #:	05D-724			
	Court name:	Davidson County Fourth Circuit			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Matthew Gibson	5/22/99	285	80	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	$ 2291.00	$ 3750.00	
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)	$ 2291.00	$ 3750.00	$ 6041.00
3	Percentage Share of Income (PI)	38 %	62 %	100 %
4	Basic Child Support Obligation (BCSO)			$ 904.00

Part III. Parents' Share of Support Obligation

Standard Parenting	5 Each parent's share of the BCSO	$ 343.52	$ 560.48
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	$ 86.66	
11b	Work-related childcare	$ 533.00	$ 0.00	
11c	Total additional expenses	$ 533.00	$ 86.66	$ 619.66
12	Each parent's share of additional expenses	$ 235.47	$ 384.19	
13	Adjusted Support Obligation (ASO)	$ 578.99	$ 944.67	
14	Enter amount of payroll deduction from lines 11a and/or 11b or direct payments from line 11a.	- 533.00	- 86.66	
15	Subtract line 14 from line 13. Enter remainder.	$ 45.99	$ 858.01	

Part VI. Presumptive Child Support / Modification of Current Support

		Obligation Column
16	Presumptive Child Support Order (PCSO)	$ 858.00

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	$ 858.00

Prepared by Janice Walden, mediator

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Husband is divested of his interest in and Wife is vested free and clear of all claims of Husband in the home located at 304 Roslyn Ct. Nashville, Davidson County, Tennessee 37221 and described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 69 on the First Revision of Somerset Farms, Section Three, a Planned Unit Development, as of record in Book 7900, Page 741, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.
>
> BEING the same property conveyed to James B. Gibson, Jr., and wife, Diame M. Gibson, by deed from Reese L. Smith, Jr., and wife, Marcella V. Smith, of record in Book 9811, Page 573, Register's Office for Davidson County, Tennessee.
>
> THIS conveyance is subject to Declaration of Covenants, Conditions and Restrictions, of record in Book 8556, Page 11, and Supplement and Amendment, of Record in Book 9383, Page 526, and re-recorded in Book 9662, Page 869, said Register's Office; By-Laws of record in Book 8556, Page 25, said Register's Office; Articles of Incorporation or record in Book 7382, Page 225, and amended in Book 7820, Page 605, in Book 8235, Page 521, and in Book 8584, page 20, all of record in the Register's Office for Davidson County, Tennessee; easements and setback lines as set forth on the above plan of record, and taxes for the current year which have been prorated and assumed by the Grantees herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all provisions of the Marital Dissolution Agreement and Parenting Plan are hereby approved and made the judgment of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall pay his or her own attorney fees, if any. All court costs shall be ~~divided equally between the parties~~ taxed to Plaintiff, for which execution may issue, if necessary.

ENTERED this 20th day of March, 2006.

MURIEL ROBINSON, JUDGE

APPROVED FOR ENTRY:

Irene R. Haude, No. 12104
Attorney for Wife
Suite 208 Cavalier Building
95 White Bridge Road
Nashville, TN 37205
(615) 356-1580

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail, postage prepaid, to JAMES BELL GIBSON, JR., 515 Basswood Drive, #D-46, Nashville, TN 37209, on the 7th day of March, 2006.

13th/y1t

Irene R. Haude

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 20 day of MARCH , 2006 , in the Case Number 05D724 between GIBSON, DIANE MARIE Plaintiff, and GIBSON, JAMES BELL JR Defendant, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 19 day of APRIL in the year two thousand six and in the 229th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

