IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

FILED 1:20 P M

MAY 19 2006

MAHAILIAH HUGHES, CLERK

BY D.C.

CHRISTINA JEAN DUNN,

Plaintiff,

VS.

KEVIN EUGENE DUNN,

Defendant,

Davidson County DEEDDIV
Recvd: 06/23/06 14:59 28 pg
Fees:142.00 Taxes:0.00
20060623-0075426

No. 26127C

STATE OF TENNESSEE SUMNER COUNTY

I, Mahailiah Hughes, Clerk, do hereby certify that the foregoing is a true and correct copy of the original entered or issued in the case vs. Dunn

this the 22nd day of May, 2006

MAHAILIAH HUGHES, CIRCUIT COURT CLERK

FINAL DECREE OF DIVORCE

THIS CAUSE came to be heard on the 19th day of May, 2006, before the Honorable C. L. Rogers, Judge for the Circuit Court for Sumner County, Tennessee, at Gallatin. Upon Complaint for Divorce, and after hearing testimony of witnesses, and upon the Marital Dissolution Agreement filed herein:

IT IS, HEREBY ORDERED, ADJUDGED, AND DECREED by the Court that the bonds of matrimony subsisting between the plaintiff, **CHRISTINA JEAN DUNN**, and the defendant, **KEVIN EUGENE DUNN,** be, and the same are absolutely and forever dissolved, and the parties are hereby granted a divorce on the grounds of irreconcilable differences.

The Court affirmatively finds that the parties have made adequate and sufficient provisions by written agreement for the equitable settlement of any property rights between the parties, and further that there is one minor child born of this marriage and the parties have made adequate and sufficient provisions for the care and support of said minor child, and the aforesaid Marital Dissolution Agreement is incorporated herein in words and figures as follows:

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IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE
AT GALLATIN

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MAY 19 2006
MAHAILIAH HUGHES, CLERK
BY _____ D.C.

CHRISTINA JEAN DUNN,	)	
	)	
Plaintiff,	)	
	)	
VS.	)	**No. 26127C**
	)	
KEVIN EUGENE DUNN,	)	
	)	
Defendant,	)	

MARITAL DISSOLUTION AGREEMENT

This Agreement is made and entered into by and between **CHRISTINA JEAN DUNN,** (hereinafter referred to as "Wife") and **KEVIN EUGENE DUNN**, (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

WHEREAS, the parties have experienced marital difficulties and a Complaint for Absolute Divorce has been filed by one of the parties in the Circuit Court for Sumner County, Tennessee, under the docket number 26127-C; and

WHEREAS, the parties have experienced such irreconcilable differences in their marriage which made a reconciliation impossible, entitling **WIFE** to an Absolute Divorce pursuant to T.C.A. 36-4-101(11) and each shall be restored to all the rights and privileges of an unmarried person.

WHEREAS, the parties desire to enter into this Marital Dissolution Agreement, which Agreement they consider to be a fair and equitable settlement of all property rights existing between them; and

WHEREAS, the parties desire that the Court approve this Marital Dissolution Agreement, and that the same be made a part of any Final Decree of Divorce entered in

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this case; and

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. CUSTODY, VISITATION AND CHILD SUPPORT

The parties agree that there is one minor child of the marriage, CONNOR DUNN, whose date of birth is August 20, 1998. The parties have agreed to reasonable periods of parenting with the minor child, as set forth in the attached Parenting Plan, which also provides for the support and maintenance of the minor child.

2. BANK ACCOUNTS, RETIREMENT/PENSION FUNDS, AND INVESTMENTS

Each party shall be awarded all right, title and interest in and to any and all bank accounts, titled in his or her respective name, not otherwise provided for herein, free and clear of any claims from the other party.

The parties agree that the following bank accounts shall become the sole property of **WIFE:**

1. Vanderbilt Credit Union, Acct. #.....3727-018, approx. bal. $468.80
2. Vanderbilt Flexible Spending, Participant I.D. #...5695, -0- balance
3. Bank of America, Acct. #...7212, approx. bal. $832.37
4. US Bank, Acct. #....7272, approx. bal. $92.20
5. US Bank, Acct. #....7987, approx. bal. $3,591.72
6. US Bank, Acct. #....8034, approx. bal. $2,005.72
7. US Bank, Acct. #....7979, approx. bal. $3,837.27

The parties agree that the accounts listed as items 5, 6, and 7 above are the property of the parties' children which the MOTHER shall maintain custodial control.

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The parties agree that the following bank accounts shall become the sole property of **HUSBAND:**

1. Union Planters/Regions Bank, Acct. #...4847, approx. bal. $25,890.50
2. Union Planters/Regions Bank, Acct. #....3231, approx. bal. $4,321.36
3. Union Planters/Regions Bank, Acct. #....6404, approx. bal. $68,884.64
4. Union Planters/Regions Bank, Acct. #....6716, approx. bal. $10,214.12

The parties will sign all documents to accomplish any necessary transfers of control over accounts as specified in this Agreement within thirty (30) days from the date of entry of the Final Decree of Divorce in this cause.

The parties further agree that the WIFE shall be awarded all right, title and interest in the following retirement plans/pensions plans and 401(K) accounts as follows:

1. Vanderbilt University 403(B)7 Plan, #....0721 $ 180,511.00

The HUSBAND agrees to sign any necessary documentation to waive his rights to the aforesaid account and/or plan upon request from the financial institution and/or the other party.

The parties further agree that the WIFE shall be awarded all right, title and interest in the following investment account:

1. Montauk Financial, Acct. #....0997, approx. bal. $92,321.98

The parties further agree that **HUSBAND** shall be responsible for effectuating transfer of said funds, including preparation of any required Qualified Domestic Relations Order and associated costs if any. Said transfer shall be complete within ninety (90) days of entry of the Final Decree of Divorce.

The parties further agree that **HUSBAND** shall be awarded all right, title and interest in the following investment:

1. Blue Ridge Energy Bond, approx. bal. $10,000.00

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3. DEBTS

The parties agree that **WIFE** shall be solely responsible for payment of all outstanding indebtedness for the following secured and unsecured debts and shall indemnify and hold the Husband harmless from repayment thereof:

1. Chase Mortgage, Acct. #....2522, approx. bal. $38,573.19
2. First State Bank, Acct. #....0006, approx. bal. $71,987.40
3. US Bank Visa, Acct. #....0121, approx. bal. $11,004.21
4. Bank of America Visa, Acct. #....4037, approx. bal. $1,140.33

The parties agree that **HUSBAND** shall be solely responsible for payment of all outstanding indebtedness for the following secured and unsecured debts and shall indemnify and hold the Wife harmless from repayment thereof:

1. W.R. Starkey Mortgage, Acct. #...0161, approx. bal. $166,800.00
2. Toyota Motor Credit, Acct. #_____, approx. bal. $18,000.00
3. Wells Fargo Mortgage, Acct. #....5274, approx. bal. $175,000.00
4. First Union Bank, Acct. #_____, approx. bal. $6,219.00
5. BF Myers, Acct. #....9703, approx. bal. $1,855.00
6. Watson's, Acct. #....1010, approx. bal. $7,000.00
7. Unfinished Furniture, Acct. #....1334, approx. bal. $1,257.00
8. Haverty's, Acct. #....2228, approx. bal. $1,800.00
9. AmSouth Bank (Commercial Mtg.), Acct. #....4280, approx. bal. $756,000.00 Hickory Hollow Pkwy., Antioch
10. Regions Bank (land purchase/bldg), Acct. #....0001, approx. bal. $3,044,517.00 Carothers Parkway, Brentwood
11. Bank One VISA (Cartronics), Acct. #...3143, approx. bal. $17,776.51

Each party agrees to be responsible for any debt incurred subsequent to the date of this agreement and that debt shall be the sole debt of that party, and each agrees to hold the other harmless from any liability therefore. Each party warrants and represents that he or she has not contracted any indebtedness on the credit of the other since the date of their separation, except as otherwise provided herein, and the parties acknowledge there has been a full disclosure of all

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debts in this agreement. Any individual debt incurred not provided for herein shall be that party's separate debt and he or she shall hold the other harmless from any liability therefore.

In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, 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 such claim is made shall be entitled to recover from the responsible 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.

The parties agree to file separate tax returns for the year 2006, with each party solely responsible for any liability, or shall retain any refund from such filing.

4. PERSONAL PROPERTY

With regard to the household furniture, furnishings and other personal property of the parties, the parties agree that said items have been divided and shall remain in the possession of each party with the exception of the following items in the possession of **WIFE** which are the personal property of **HUSBAND:**

1. Bicycle;
2. Tools from garage and basement (including hand tools, power tools, and table saw)
3. Jet ski accessories (including life vests);
4. Crosby, Stills, and Nash master CD set;
5. Martin guitar;
6. Foos Ball Table;
7. Dart Board;
8. Frisbee Golf Basket;
9. Grill and deep fryer;
10. Ladder

The parties agree that the frisbee collection, CD and DVD collections will be divided equally between the parties.

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The **HUSBAND** has sixty (60) days from the date of entry of the Final Decree of Divorce in this cause within which to retrieve his items of personal property currently located in the marital residence, and in the event the **HUSBAND** fails to retrieve his items within said sixty (60) day period, the **WIFE** shall then have the authority to dispose of said items as she sees fit.

The parties further agree that HUSBAND shall have the opportunity, at his cost, to copy original photographs, video tapes, and DVD's which are in the WIFE'S possession.

Each party agrees to divest any right, title and interest they may have in the personal property in the physical possession of the other.

5. MARITAL RESIDENCE AND REAL PROPERTY

A. The parties own the marital residence located at 139 Highcliff Drive, Hendersonville, Sumner County, Tennessee. The real property is described below for further clarification:

> LAND in Sumner County, Tennessee, being part of Tract No. 18 of Highcliff Estates, unrecorded; and being more particularly described as follows:
>
> BEGINNING at a point in the South margin of Highcliff Drive, being the common front corner of Tract No. 19 and the within described tract; thence southerly 200 feet more or less to a point; thence South 62 degrees West 107.0 feet to a point; thence South 77 degrees 30 minutes West 134.4 feet to a point; thence North 88 degrees West 22 feet to a point; thence South 80 degrees West 84.2 feet to a point; thence South 77 Degrees West 76.7 feet to a point; thence South 72 degrees West 99 feet to a point; thence South 87 degrees West 44 feet to a point; thence South 74 degrees West 340.9 feet to a point; thence North 27 degrees West 342.5 feet to a point; thence North 59 degrees 30 minutes East 30 feet to a point; thence North 29 degrees 0 minutes West 30 feet to a point in the South margin of Highcliff Drive; thence with said Drive, North 59 degrees 30 minutes East 269.6 feet to a point; thence in an easterly direction 59 feet to a point; thence South 72 degrees 15 minutes East 160.6 feet to a point; thence South 86 degrees East 169.5 feet to a point; thence North 86 degrees 30 minutes East 376.0 feet to the point of BEGINNING.
>
> BEING the same property conveyed to Kevin E. Dunn and wife, Christina F. Dunn by warranty deed from Carl F. Booker and wife, Bettye B. Booker, of record in Record Book 449, Page 320, Register's Office for Sumner County, Tennessee.

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Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

The parties agree that the marital residence will be awarded to the **WIFE**, free and clear of any claims of the **HUSBAND**. **HUSBAND** agrees to sign a Quitclaim Deed to this real property upon presentment by WIFE. **WIFE** is responsible to prepare and present same. **WIFE** will be responsible for the mortgage payments and any and all outstanding indebtedness on the marital residence, and will hold **HUSBAND** harmless thereon.

B. The parties also own real property located at 108 Stonehollow Way, Hendersonville, Sumner County, Tennessee. The real property is described below for further clarification:

Lot 134, Final Plat of THE FIELDS AT MANSKER FARMS, Phase One, Section Two, as shown on plat of record in Plat Book 16, Page 7-11, in the Register's Office, Sumner County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Kevin E. Dunn, unmarried, by Warranty Deed, from Primacy Closing Corporation, of record in Record Book 2156, Page 375, Register's Office for Sumner County, Tennessee.

The parties agree that the aforementioned real property will be awarded to the **HUSBAND** free and clear of any claims of the **WIFE**. **WIFE** agrees to sign a Quitclaim Deed to this real property upon presentment by HUSBAND. **HUSBAND** is responsible to prepare and present same. **HUSBAND** will be responsible for the mortgage payment and any and all outstanding indebtedness on the aforementioned real property, and will hold **WIFE** harmless thereon.

C. The parties also own real property located at 5177 Hickory Hollow Parkway, Antioch, Davidson County, Tennessee. The real property is described below for further clarification:

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Land lying in the 29th Councilmanic District, Davidson County, Tennessee and being further described according to a survey by Sanders Surveying, dated August 14, 1995 as follows:

Beginning at an old iron pin in the southerly margin of Hickory Hollow Parkway, said pin being the northwesterly corner of the tire and Auto Holdings, Inc. property of record in Deed Book 8206, Page 382, R.O.D.C., TN, and also being N 70° 24' 32" W, a distance of 1,785.6 feet from the intersection of the centerlines of said road and Ball Road;

Thence, leaving the margin of said road, and with the line of Tire and Auto Holdings, Inc., S 32° 23' 17" W, a distance of 199.45 feet to an old iron pin in the northerly right-of-way of CSX Railroad;

Thence, leaving the line of Tire and Auto Holdings, Inc., and with the railroad right-of-way, N 57° 55' 57" W, a distance of 364.48 feet to a new iron pin, said pin being the southeasterly corner of the W. P. Hutcherson property of record in Deed Book 8207, Page 190, R.O.D.C., TN;

Thence, leaving the railroad right-of-way, and with Hutcherson's line, N 34° 43' 33" E, a distance of 188.89 feet to an old iron pin in the southerly margin of Hickory Hollow Parkway, said pin being Hutcherson's northeasterly corner;

Thence, leaving Hutcherson's line, and with the margin of said road, with a curve to the right having a radius of 1,298.462 feet, a delta angle of 07° 43' 33", a tangent of 87.675 feet, a chord being 174.952 feet with a bearing of S 61° 37' 46" E, a length of 175.085 feet to an old iron pin;

Thence, continuing with the margin of said road, S 57° 46' 84" E, a distance of 192.25 feet to the point of beginning.

Containing 1.638 acres, per survey by Sanders Surveying, dated August 14, 1995.

Being the same property conveyed to Kevin E. Dunn d/b/a CarTronics, by Warranty Deed, from George P. Dale, unmarried, of record in Book 9829, Page 67, Register's Office for Davidson County, Tennessee.

The parties agree that the aforementioned real property will be awarded to the **HUSBAND** free and clear of any claims of the **WIFE**. **WIFE** agrees to sign a Quitclaim Deed to this real property upon presentment of HUSBAND. **HUSBAND** is responsible to prepare and present same. **HUSBAND** will be responsible for the mortgage payment and any and all

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outstanding indebtedness on the aforementioned real property, and will hold **WIFE** harmless thereon.

D. The parties also own real property located at 1724 Carothers Parkway, Brentwood, Williamson County, Tennessee. The real property is described below for further clarification:

> ALL THAT TRACT OR PARCEL OF LAND lying and being in the Eighth Civil District of Williamson County, Tennessee, and being located east of Interstate 65, and being more particularly described as follows:
>
> BEGINNING at an iron pin found, said pin being the southeasterly corner of Liberty Place, Phase 3, Section 1, as recorded in Plat Book 24, page 115, R.O.W.C.; thence leaving Section 1 and with the westerly right-of-way of Liberty Road (50 foot proposed right-of-way), South 07° 10' 03" West, 215.04 feet to an Iron pin set at the POINT OF BEGINNING of the herein described tract; thence continuing with the westerly right-of-way of Liberty Road, South 07° 10' 03" West, 250.04 feet to an iron pin set; thence leaving Liberty Road and with a new severance line the following calls: North 81° 48' 00" West, 519.38 feet to an iron pin set; North 56° 18' 21" West, 60.67 feet to an iron pin set on the easterly right-of-way of Carothers Parkway (90-foot right-of-way); thence with said right-of-way North 33° 41' 39" East, 248.04 feet to an iron pin set; thence leaving said right-of-way and with a new severance line, South 81° 48' 00" East, 462.88 feet to the POINT OF BEGINNING. Said tract containing 2.99 acres, more or less, as surveyed by Arrowhead Survey dated September 26, 1997.
>
> Being the same property conveyed to Kevin E. Dunn by special warranty deed from G & W Investments, L.L.C., a Tennessee limited liability company of record in Book 24, page 115 the Register's Office for Williamson County, Tennessee.

The parties agree that the aforementioned real property will be awarded to the **HUSBAND** free and clear of any claims of the **WIFE**. **WIFE** agrees to sign a Quitclaim Deed to this real property upon presentment by HUSBAND. **HUSBAND** is responsible to prepare and present same. **HUSBAND** will be responsible for the mortgage payment and any and all outstanding indebtedness on the aforementioned real property, and will hold **WIFE** harmless thereon.

6. <u>BUSINESS PRACTICE</u>

As further equitable division of the parties' marital estate, the parties agree that

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HUSBAND is awarded all right, title, and interest in his business activities known as Cartronics, Three Oaks Villas, and Blue Ridge Oil/Gas Energy Partnerships, and any such interest of WIFE in said business activities is divested out of her and all such interest is vested solely in HUSBAND. HUSBAND agrees to sell future purchases of Cartronics products, merchandise, and services to WIFE at HUSBAND'S cost.

7. VEHICLES/MOTORCYCLES/BOATS

The parties agree that the Wife shall be awarded all right, title and interest in the following vehicles, motorcycles, and boats, free and clear of any claims from the Husband:

1. 2004 Toyota Sienna, VIN #5TDZA22C94S113584
2. 1988 Coleman Camper

HUSBAND shall assume any outstanding indebtedness which may be owed in connection with said Toyota vehicle as referred to in Paragraph 3 herein, and he shall indemnify and hold the WIFE harmless from repayment thereof.

The parties agree that the Husband shall be awarded all right, title and interest in the following vehicles, motorcycles, and boats, free and clear of any claims from the Wife:

1. 1998 Dodge Durango, VIN #1B4HS28Y3WF138363
2. 1995 Lexus SC400, VIN #JT8UZ30C350046698
3. 2000 GMC Yukon Denali, VIN #1GKFK66U91J294192
4. 1993 Skidoo Jet Ski
5. 1994 Kawasaki Jet Ski
6. Jet Ski Trailer

Husband shall assume any outstanding indebtedness which may be owed in connection with said vehicles, and he shall indemnify and hold the Wife harmless from repayment thereof.

8. RIGHT OF FIRST REFUSAL

HUSBAND agrees to give WIFE a right of first refusal to purchase the real property known as ***Fox Mills*** by matching any offer of purchase tendered HUSBAND before HUSBAND

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Wife will then have 30 days to sign a purchase contract on the exact terms of the third party offer.

accepts same; further HUSBAND agrees to advise WIFE before public offering of said real property of intended listing price for her consideration and potential purchase prior to public listing. Wife shall then have 30 days to submit a contract for the listing price and other terms of the public offering.

9. RELOCATION OF THE PARTIES

Pursuant to T.C.A. Section 36-6-108(a), 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.

10. ALIMONY

The HUSBAND shall pay to the WIFE transitional alimony as defined by T.C.A. § 36-5-101(g)(1) in the amount of One Thousand ($1,000.00) Dollars per month for five (5) years beginning May 1, 2006. The aforesaid monthly alimony payments shall terminate immediately upon WIFE'S remarriage or cohabitation or death of either party but otherwise is ***NOT*** modifiable by either party for any reason.

The **HUSBAND** shall pay to the **WIFE** alimony *in solido* as defined by T.C.A. § 36-5-101(h)(1) in the total amount of One Hundred Twenty-two Thousand Dollars ($122,000.00). Said monies shall be paid at Two Thousand Thirty-three Dollars and 34/100 ($2,033.34.00) per month for a period of sixty (60) months beginning May 1, 2006. Said alimony *in solido* is ***NOT*** modifiable for any reason.

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All said alimony payments are taxable to **WIFE** and are deductible by **HUSBAND.**

11. MAIDEN NAME

Wife has chosen not to be restored to her maiden name.

12. MARITAL ESTATE CASH PAYMENT

As a further equitable division of the marital estate, WIFE is awarded a judgment against HUSBAND in the amount of Three Hundred Fifty Thousand dollars ($350,000.00). The **HUSBAND** will pay directly to **WIFE** Three Hundred Fifty Thousand Dollars and no cents ($350,000.00), which is secured by judgment lien herein, and said payment is due in full on or before ~~May 20~~ June 15, 2006. If **HUSBAND** fails to make timely payment in full, execution may issue and said judgment shall accrue interest at seven percent (7%).

13. ATTORNEY FEES, EXPERT FEES AND COURT COSTS

Each of the parties shall be responsible for his or her own attorney's fees. The parties shall equally divide all outstanding court costs, all fees for expert valuation of David Wood; and mediation fees of Mark Smith. The parties acknowledge that Joseph Y. Longmire, Jr. is attorney only for Wife, and Wayne Detring is attorney only for Husband.

14. ENFORCEMENT

In the event it becomes reasonable necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, the prevailing party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

15. INCORPORATION

It is understood and agreed between the parties that this Agreement shall be

introduced in the proceedings now pending in the Circuit Court for Sumner County, Tennessee and submitted to the Court for ratification and incorporation in the Final Decree of Divorce between the parties.

16. FULL AND FINAL SETTLEMENT

It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights 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, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

17. BINDING AGREEMENT

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

18. DISCLOSURE

Each party hereby represents and warrants that a full disclosure of all assets and liabilities has been made to the other party during the course of these proceedings, and the parties agree that in the event it is later discovered by either party that the other party owned or otherwise had any interest in an asset at the time of the execution of this Agreement, which asset was not disclosed during these proceedings, that party shall be entitled to receive an amount equal to one-

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half of the value of said discovered asset, including any decrease or increase in the value thereof since the execution of this Agreement.

19. VOLUNTARY AGREEMENT

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 of this Agreement and their legal effects are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

20. 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.

21. VALIDITY

In the event 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.

22. EXECUTING DOCUMENTS

It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

23. BANKRUPTCY

Whenever one party is required by the terms of this agreement to assume full

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responsibility for payment of certain debts and/or indemnify and hold the other party harmless from any liability therefrom, such obligation shall be deemed to be a support obligation pursuant to 11 U.S.C. Section 523(a)(5), which the parties intend such obligations not to be dischargeable in Bankruptcy as to the other party.

24. MODIFICATION WAIVER

This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

25. NO INTERFERENCE

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct and indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

26. 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.

27. NO TAX ADVICE

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

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28. TORT CLAIMS

The parties further agree that be executing this Marital Dissolution Agreement, they are releasing, discharging and forever barring any possible tort claims which they may have against each, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters I the future, out of any matters which were incurred in this marriage, or which may have been incurred in the process of this divorce action.

Christine Dunn
Wife

May 18 2006
Date

Husband

may 18 2006
Date

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Personally appeared before me, Susan Thornton a Notary Public in and for the aforesaid County and State, Christina Jean Dunn, the within named bargainer, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she/he executed the foregoing for the purposes contained therein.

Witness my hand in Hendersonville, Tennessee, this 18 day of May, 2006.

Susan Thornton
Notary Public

SUSAN THORNTON Notary Public At Large SUMNER COUNTY, TN

My Commission Expires: 09-25-07

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Personally appeared before me, Wayne Detring, a Notary Public in and for the aforesaid County and State, Kevin Dunn, the within named bargainer, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she/he executed the foregoing for the purposes contained therein.

Witness my hand in Hendersonville, Tennessee, this 18 day of May, 2006.

Wayne Detring
Notary Public

WAYNE DETRING NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 10/21/07

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the foregoing Marital Dissolution Agreement dated May 18, 2006, incorporated herein, is fair, equitable and sufficient as to both parties and that same is **HEREBY APPROVED** by the Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiff shall maintain her married name of **CHRISTINA JEAN DUNN.**

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all outstanding court costs of this matter shall be equally divided between the parties, for which execution may issue if necessary.

ENTERED this 19 day of MAY, 2006.

JUDGE C.L. ROGERS

Prepared for entry by:

Joseph Y. Longmire, Jr.
103 Bluegrass Commons Blvd.
Hendersonville, TN 37075
Tel. 824-3761; BPR #11583
ATTORNEY FOR PLAINTIFF

Wayne Detring
Whitehall Bldg., 103 Hazel Path
Hendersonville, TN 37075
Tel. 822-5700; BPR #6739
ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing **FINAL DECREE OF DIVORCE** has been forwarded to Wayne Detring, Attorney for Defendant Kevin Dunn, Whitehall Building, Hazel Path, 103 Hazel Path, Hendersonville, TN 37075; and Ms. Christina Dunn, 139 Highcliff Drive, Hendersonville, TN 37075, by U.S. Mail, with postage prepaid, this 19th day of May, 2006.

Joseph Y. Longmire, Jr.

STATE OF TENNESSEE	CIRCUIT COURT	SUMNER COUNTY
PERMANENT PARENTING PLAN ORDER PROPOSED X AGREED ORDERED BY THE COURT		FILE NO. 26127C DIVISION N/A FILED 1:20 PM
PLAINTIFF *(Name: First, Middle, Last)* **CHRISTINA JEAN DUNN** X Mother Father	DEFENDANT *(Name: First, Middle, Last)* **KEVIN EUGENE DUNN** Mother X Father	MAY 19 2006 MAHAILIAH HUGHES, CLERK BY D.C.

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 plan X is a new plan.
modifies an existing Parenting Plan dated Type Date .
modifies an existing Order dated Type Date.

Child's Name	Date of Birth
CONNOR DUNN	08/20/1998

I.RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is MOTHER.

Under the above schedule each parent will spend the following number of days with the children:

Mother 215 days Father 150 days.

B. DAY-TO-DAY SCHEDULE

The X mother Γ father shall have responsibility for the care of the child or children except at the following times when the other parent shall have responsibility:

By Agreement of the parties.

KD

A minimum of two (2) weeks advance notice shall be given for any business trip or vacation trip out of town that alters the usual day to day routine set forth herein which necessitates a change in the parenting schedule. All changes to the day to day parenting schedule, advance notice will be given as soon as possible and said changes will be agreed to by the parties. Each parent agrees to give the other parent the first opportunity to provide child care during that parent's parenting time should the need arise.

This parenting schedule begins X date of the Court Order.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER
New Year's Day	By Agreement	By Agreement
Martin Luther King Day	By Agreement	By Agreement
Presidents' Day	By Agreement	By Agreement
Easter Day(unless otherwise coinciding with Spring Vacation)	By Agreement	By Agreement
Passover Day(unless otherwise coinciding with Spring Vacation)	N/A	N/A
Mother's Day	EVERY	N/A
Memorial Day (if no school)	By Agreement	By Agreement
Father's Day	N/A	EVERY
July 4th	By Agreement	By Agreement
Labor Day	By Agreement	By Agreement
Halloween	By Agreement	By Agreement
Thanksgiving Day & Friday	By Agreement	By Agreement
Children's Birthdays	By Agreement	By Agreement
Other School-Free Days	By Agreement	By Agreement
Mother's Birthday	EVERY	NA
Father's Birthday	NA	EVERY
Other: Enter Any Other Special Days	By Agreement	By Agreement

A holiday shall begin at 6:00 p.m. on the night preceding the holiday and end at 6:00 p.m. the night of the holiday.

D. FALL VACATION (*If applicable*)

The day to day schedule shall apply except as follows: By agreement of the parties.

E. WINTER (CHRISTMAS) VACATION

The mother father shall have the child or children for the first period from the day and time school is dismissed until December Please Type Date at Please Type Time a.m. p.m. in odd-numbered years in even-numbered years every year. The other parent

ICB

will have the child or children for the second period from the day and time indicated above until 6:00 p.m. on the evening before school resumes. The parties shall alternate the first and second periods each year.

Other agreement of the parents: Christmas vaction will be shared by agreement of the parties.

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply except as follows: Spring break will be shared by agreement of the parties.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: By agreement of the parties.
Is written notice required? Yes X No.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be residence of the Mother.
Payment of long distance transportation costs *(if applicable):* mother X father both equally.
Other arrangements: FATHER shall pick up child from Mother's residence and transport child to and from school on days Mother is working when FATHER is available.
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 *(If applicable)*

Γ **Check if applicable**

Supervised parenting time shall apply during the day-to-day schedule as follows:

Place: N/A

Person or organization supervising: N/A
Responsibility for cost, if any: mother father both equally.

J. OTHER

The following special provisions apply: N/A

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.

KD

B. MAJOR DECISIONS

Major decisions regarding each 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

*Mother shall not be required to consult with Father if desired nonemergency health care expense does not exceed $1,000.00 before authorizing same.

III.FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 19,818.80.
Mother's gross monthly income is $ 4,502.09

1. The final child support order is as follows:
   a. The **mother X father shall pay to the other parent as regular child support the sum of $1,739.00 X monthly. 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: N/A

2. Retroactive Support: NOT APPLICABLE
   A judgment is hereby awarded in the amount of $Amount to mother father against the child support payor representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from Please Type Date of Child Support Start which shall be paid (including pre/post judgment interest) at the rate of $Please Type Rate of Payment per Γ week Γ month Γ twice per month Γ every two weeks until the judgment is paid in full.

3. Payments shall begin on the 1st day of each month beginning May, 2006.

This support shall be paid:

X directly to the other parent.

to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent to the other parent at:Please Type Address of Receiving Parent.

A Wage Assignment Order is attached to this Parenting Plan

by direct deposit to the other parent at for deposit in account no.

The parents acknowledge that court approval must be obtained before child support can be reduced or modified.

*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 **X** mother father is the parent receiving child support.

The **X** mother X father may claim the exemptions for the child so long as child support payments are current by the claiming parent on January 15 of the year when the return is due. The exemptions may be claimed in alternate years starting 2006, with Mother claiming in even years, Father in odd years. Should medical insurance coverage via Mother's employment require Mother to claim child as exemption on her 1040 Federal Income Tax Return then Mother will claim the child every year to maintain health insurance coverage.

The X mother **X** father will furnish IRS Form 8332 to the parent entitled to the exemption 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 completed form required by the Department of Human Services shall be sent to the Department on or before the date the federal income tax return is due by the parent paying child support. *This requirement applies only if a parent is receiving benefits from the Department for a child.*

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:

X maintained by the mother
maintained by the father
maintained by both

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, which may include but is not

* NOTE: The child support schedule assumptions in the guidelines (140-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, and counseling will be paid by mother father **X** pro rata in accordance with the parties incomes. 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.

If available through work, the X mother father shall maintain dental, orthodontic, and optical insurance on the minor child or children.

E. LIFE INSURANCE

If agreed upon by the parties, the mother father **X** both shall insure his/her own life in the minimum amount of $100,000.00. Until the child support obligation has been completed, each policy shall name the following as sole irrevocable primary beneficiary: the other parent, X the other parent, as trustee for the benefit of the child, to serve without bond or accounting.

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

The child or children are scheduled to reside the majority of the time with the **X** mother father. This parent 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:

X Mediation by a neutral party chosen by the parents or the Court.
Arbitration by a neutral party selected by parents or the Court.
The Court DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

The costs of this process may be determined by the alternative dispute process or may be assessed by the Court based upon the incomes of the parents. It must be commenced by notifying the other parent and the Court by X 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

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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) 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.

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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 X mother father neither.

Failure to attend the parent education class within 60 days of this order is punishable by contempt.

Under penalty of perjury, we declare that this plan has been proposed in good faith and is in the best interest of each minor child and that the statements herein and on the attached child support worksheets are true and correct. *(A notary public is required if this is a proposed plan by one parent rather than one agreed by both parents.)*

Christina Dunn
Mother

5-18-06 SCTN
Date and Place Signed

Sworn to and subscribed before me this _____ day of _____, 20____.

My commission expires:_____

_____
Notary Public

Kevin Dunn
Father

5-18-06 Hendersonville TN
Date and Place Signed

Sworn to and subscribed before me this _____ day of _____, 20____.

My commission expires:_____

_____
Notary Public

APPROVED FOR ENTRY:

Joseph Y. Longmire, Jr.
Attorney for Mother
103 Bluegrass Commons Blvd.
Address
Hendersonville, TN 37075
Address
(615)824-3761; #11583
Phone and BPR Number

Wayne Detring
Attorney for Father
Whitehall Bldg., 103 Hazel Path Ct.
Address
Hendersonville, TN 37075
Address
(615)822-5700; #6739
Phone and BPR Number

Note: The judge or chancellor may sign below or, instead, sign a Final Decree or a separate Order incorporating this plan.

COURT COSTS (If applicable)

Court costs, if any, are taxed as follows:

Equally between the parties.

It is so ORDERED this the 19 day of MAY, 2006

Judge or Chancellor