IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KARINA GURGENINZE,	)	2007 AUG -3 PM 4:29
	)	
Plaintiff/ Counter Defendant,	)	
	)	
v.	)	**DOCKET NO. 06D-328**
	)	**Notice of Entry Requested**
MOHAMMAD AL-HUMRANI,	)	
	)	
Defendant/ Counter Plaintiff.	)	

Davidson County DEEDDIV
Recvd: 08/17/07 11:02 27 pg
Fees:132.00 Taxes:0.00
20070817-0098498

FINAL DECREE OF DIVORCE

This cause came to be heard on the 1st day of August, 2007, before the Honorable Muriel Robinson, Judge for the Fourth Circuit Court of Davidson County, Tennessee, upon the plaintiff's Amended Complaint for absolute divorce; the Parenting Plan, which provides for the support and maintenance of the parties' minor children; and, the Marital Dissolution Agreement which provides for the division of the parties' respective rights and interest in all joint and individual property and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings, upon the plaintiff's personal appearance and testimony in open Court and statement of counsel, from all of which the Court finds that the allegations of plaintiff's Complaint are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle them to an absolute divorce; that the Parenting Plan adequately provides for the maintenance of the parties' minor child, that the Marital Dissolution Agreement heretofore executed by the parties is an equitable and complete apportionment of the marital property and debts of the parties and should be approved; that the waiting period as required by Statute has elapsed; and, that the Counter Complaint filed by Husband shall be dismissed.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Wife be, and is hereby, awarded an absolute divorce from the Husband on the grounds of Irreconcilable Differences and the bonds of matrimony heretofore subsisting between them are absolutely and perpetually dissolved and for nothing held and the parties are restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement and Parenting Plan heretofore executed by the parties are hereby approved by the Court and each and every provision of said documents are hereby made a specific Order and Decree of the Court as fully and completely as if both documents were copied herein verbatim. Further, this Court retains jurisdiction for a period of thirty (30) days over any and all agreement provisions not already accomplished. The terms of the Marital Dissolution Agreement and Parenting Plan are as follows:

4ED

FILED

2007 APR 17 PM 1:07

RICHARD R. ROOKER, CLERK

D.C.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Fourth Circuit Court for Davidson County, Tennessee a Complaint for Absolute Divorce under docket number 06-D-328 alleging the grounds of irreconcilable differences filed by Karina Gurgeninze (hereinafter "Wife") and against Mohammad Al-Humrani (hereinafter "Husband") and,

WHEREAS, these parties are presently living separate 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, both parties acknowledge that they have exchanged all pertinent information and documentation necessary to evaluate a property division and both parties acknowledge that they have revealed to the other all property whether real or personal, including retirement assets, although formal discovery has not been completed, and the parties waive any further discovery, and

WHEREAS, both parties acknowledge that at the time of executing this document and entering into this agreement neither is under the influence of any intoxicant or drug, legal or illegal, nor is either party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce, and

WHEREAS, both parties are voluntarily executing this agreement free of undue influence, duress and free from any cause, reason, promise, or consideration other than set out in this agreement, and

WHEREAS, both parties realize that had this matter gone to trial, they may have received more or less than they are individually receiving under this agreement, and

WHEREAS, both of these parties have been advised of their respective rights and responsibilities, one to the other.

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

1. The parties have one minor child, Ryah Al-Humrani born of this marriage on July 28, 2000. All issues relating to this child are addressed in the Permanent Parenting Plan filed herewith.

2. The parties have made adequate and sufficient provision by written agreement for the

equitable settlement of property rights between them.

3. This Marital Dissolution Agreement shall be presented to the Court as soon as possible for ratification and approval by the Court, with the understanding that the Wife shall be granted an absolute divorce from Husband on the grounds of irreconcilable differences.

4. 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.

5. 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.

6. The parties acknowledge and understand that they have sought independent income tax advice regarding the tax ramifications of this Marital Dissolution Agreement and that neither of their respective attorneys, if any, has indicated any expertise in the tax area, nor has either attorney advised their respective clients regarding any tax consequences arising out of this Marital Dissolution Agreement.

7. Court Costs and Attorney Fees: The parties agree that the parties will equally divide the court costs associated with the pending divorce proceedings as long as these proceedings remain uncontested. The parties further agree that they will each pay their respective attorney's fees, if any. Husband understands that Cynthia Chappell represents Wife and only Wife in this proceeding. Husband is represented in this matter by Derek Burks, Attorney at Law.

8. Waiver of Service: Husband, by signing this Agreement, waives further service of process or notice. Husband specifically authorizes entry of said pleading by Wife's counsel.

9. Real Property: The parties have accumulated the following real property during the course of this marriage:

A. The house and lot located at 3309 Quail Run Court, Nashville, TN 37214, hereinafter "marital residence" and more specifically described in Exhibit A attached hereto:

PROPERTY DESCRIPTION ATTACHED AS EXHIBIT A

Wife will be awarded the marital residence in fee simple and Husband will execute a Quit Claim Deed upon presentation from the Wife. Wife agrees to assume any and all indebtedness on the real property and hold husband harmless from same. It is the intent of the parties that Wife will solely occupy the premises from the date of signing of this document forward. Wife agrees that she will refinance the real property within twenty-four (24) months of the entry of the Final Decree of Divorce, at such time Husband will cooperate with Wife in executing any necessary documents upon refinance. The parties further agree that if prior to the time of refinance, Wife becomes more than ninety (90) days in arrears on the mortgage payment, that the property will be placed on the market for resale so as to protect the Husband's credit.

Formatted: Indent: Left: 0 pt

10. Personal Property: The parties expect to enter into an agreement regarding all of the marital property that was accumulated during the course of this marriage. The parties generally agree as follows:

The parties will to their mutual satisfaction divide the personal property that they own. Should they fail to divide the personal property to their mutual satisfaction within thirty days of the final hearing of divorce they shall notify the Court. Failure to notify the Court shall constitute acknowledgement that the parties have divided the property to their satisfaction.

Upon the division of the personal property the parties agree that all right, title and interest of Husband in and to the household furnishings and personal property in the possession of Wife (or otherwise subject to the parties' agreement) shall be, and is hereby, divested out of him and vested absolutely in Wife. Wife shall further be awarded her personal belongings and those items that were hers prior to the marriage.

Formatted: Indent: First line: 36 pt

All right, title and interest of Wife in and to the household furnishings and personal property in the possession of Husband (or otherwise subject to the parties' agreement) shall be, and is hereby, divested out of her and vested absolutely in Husband. Husband shall further be awarded his personal belongings and those items that were his prior to the marriage.

11. Bank Accounts: All funds on deposit in savings, checking, liquid investment, brokerage, securities and other institutional accounts styled in the individual name of either party shall be the sole and separate property of the party in whose name each such account is styled, free

of any claim by the other party.

The parties have no joint bank accounts.

12. Alimony: Each party waives any claim he or she may have to seek alimony from the other.

13. Trust/Inheritance: Wife shall receive as her sole and separate property the trust and/or security accounts and other assets which were received by her as gifts or inheritances during the marriage, free from any claim by Husband. Husband shall receive as his sole and separate property the trust and/or security accounts and other assets, which were received by him as gifts or inheritances during the marriage, free from any claim by Wife.

14. Vehicles: Wife shall receive as her sole and separate property, free and clear of any claims by Husband, the parties' 2005 Scion. Husband will be awarded the parties 2000 Grand Caravan . Each party assumes sole and separate responsibility for paying all debts, costs, expenses, and liabilities associated with his or her respective vehicle and shall hold each other harmless from any liability therefor. The parties warrant they have no vehicles, boats, campers, trailers, or other vehicles that are titled jointly other than the vehicle listed here.

15. Stock: Each party shall receive as his or her sole and separate property, free and clear of any individual claims by the other party, all stocks or bonds, if any, in his or her individual name or held for his or her benefit.

16. Retirement Accounts/IRAs:

A. IRA: Each party will be awarded any IRA account that is in his or her sole name.

B. 401(k)/403(b): Each party will be awarded any 401(k) or 403(b) account that is in his or her sole name.

17. Debts: Except as otherwise provided herein, Husband agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him and further agrees to hold Wife harmless from any liability for such debts. Except as otherwise provided herein, Wife agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by her and further agrees to hold Husband harmless from any liability for such debts.

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. The parties warrant that they have no other joint debt. Any debts not specifically mentioned herein, if any, shall be borne by the party named on the debt and the other party shall be held harmless.

18. Medical Insurance and/or Expenses:

Wife and the minor child presently receive TennCare benefits and Wife. The Husband has never been covered under any health insurance policy of Wife. Each party upon signing this agreement hereby will continue to assume sole and separate responsibility for paying his or her own uninsured or uncovered medical costs and expenses that have incurred from the date of the signing of this agreement forward.

19. Maiden Name:The parties agree that Wife shall retain her maiden name of Gurgeninze.

20. Miscellanous:

The parties agree that they will file their income tax returns separately for the tax year 2006 and each year thereafter. Both parties affirm that they have not received income tax advice from their respective attorneys, and that they have consulted with a tax professional for all tax advice.

21. Whenever the parties are required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other harmless from any liability therefor, such obligation shall be deemed to be a support obligation (or "domestic support obligation" pursuant to the Bankruptcy Abuse Prevention Act as amended) under 11 U.S.C. Section 523(a)(5) which is not dischargeable in bankruptcy by each party to the other. The parties hereby affirmatively acknowledge that his and/or her respective obligation to pay said debts, when viewed as a whole, is neither excessive nor unreasonable.

22. In the event a creditor or either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which the other party is 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.

23. In the event either party has to petition the Court for enforcement of any of the provisions in this Agreement, then the party at fault shall be responsible for reasonable attorney fees, expenses and Court costs in the enforcement of same.

24. 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, curtesy, 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 Wife and Husband, individually or jointly, or any property that either of them may acquire in the future.

25. The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

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

27. Each party represents to the other and acknowledges that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable. Each party acknowledges their right to have an attorney represent them in this matter. Any decision not to

retain an attorney is made freely, voluntarily and with knowledge of the right to any attorney.

28. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

29. 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.

30. 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.

31. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties with respect to spousal support issues, only with approval of the Court, and this requirement cannot be waived by oral agreement.

32. This Agreement shall be construed under the laws of the State of Tennessee.

33. The present addresses of the parties are as follows:

Karina Gurgeninze
3309 Quail Run Court
Nashville, TN 37214

Mohammed Al-Humrani
2214A Madison St
~~Nashville~~ Clarkville TN 37043

DATED this Apr. 11 07 day of _____, 2007, as to the Husband.

M. Al-Humrani

MOHAMMED AL-HUMRANI

THERESA L. KOSLOFSKY
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
My Comm. Expires September 21, 2010

DATED this 16th day of April, 2007, as to the Wife.

Karina Gurgeninze

KARINA GURGENINZE

STATE OF TENNESSEE)
COUNTY OF Davidson)

On this the 11th day of April, 2007, personally appeared Mohammed Al-Humrani to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as and for his free act and deed.

Theresa Koslof

NOTARY PUBLIC

My Commission Expires: 9-21-10

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this the 16th day of April, 2007, personally appeared Karina Gurgeninze, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed same as and for her free act and deed.

TRACEY McCARTHY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 24, 2010

Tracey McCarthy

NOTARY PUBLIC

My Commission Expires: 7-24-10

FILED

RECEIVED 4.13.07

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

2007 APR 11 PM 4:23
RICHARD R. ROOKER, CLERK

KARINA GURGENINZE **MOTHER,**	)	**Case No. 06D328**
	)	**DIV.**
	)	**PARENTING PLAN**
VS.	)	
	)	**_____Proposed Plan**
	)	
MOHAMMED AL-HUMRANI **FATHER.**	)	**x_____ Final Plan**
	)	

2007 AUG -1 PM 4:23
RICHARD R. ROOKER, CLERK
D.C.

PERMANENT PARENTING PLAN

This plan _____ is Ordered by the Court on the ____ day of _____, 2007,

X ____ is a part of the Marital Dissolution Agreement,

_____ modifies an existing Parenting Plan or prior Court Order, dated:

Children:

Name	Birthdate
Ryah Al-Humrani	July 28, 2000

I. RESIDENTIAL SHARING SCHEDULE

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

****Father is presently planning to travel to Iraq for work purposes. It is anticipated that Father will have future work related travel. The parties agree that Father will notify Mother in advance of his departure for any out of county or out of state trip that will impact his residential schedule, and Father will advise Mother of the anticipated length of travel. It is not expected that Father will exercise his regular parenting time while he works out of the country; however, the parties will cooperate to restore the regular schedule upon Father's return.**

A. DAY TO DAY SCHEDULE. –SCHOOL YEAR

The __X___ mother _____ father will have the responsibility for the care of the child(ren) except the following times and days when the other parent shall have responsibility for the care of the child(ren):

From: Friday at 6:00 p.m.. to Sunday at 6:00 p.m..
(Day/Time) (Day/Time)
_____ every week x_____ every other week _____ other_____
Beginning immediately.

B. SCHEDULE OF HOLIDAYS RELEVANT TO YOUR FAMILY, SCHOOL SCHEDULE or SPECIAL OCCASIONS
Indicate when child(ren) will be each parent.
(In ODD numbered years, EVEN numbered years or EVERY year.)

	Mother	Father
Martin Luther King Day	odd	even
Presidents' Day	even	odd
Easter	odd	even
Passover	n/a	n/a
Mother's Day	every	
Memorial Day (if no school)	odd	even
Father's Day		every
July 4th	odd	even
Labor Day	even	odd
Thanksgiving Day & Friday	even	odd
Children's Birthdays*	odd	even
Other school-free days	odd	even
Mother's Birthday	every	
Father's Birthday		every
Halloween	even	odd

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 unless otherwise noted:

C. SCHEDULE FOR WINTER HOLIDAY VACATION.

The ___x_____ mother _____ father shall have the child(ren) in odd years from the day school is dismissed at 6:00 p.m. until December 25th at 6:00 p.m. The other parent will have the child(ren) from December 25th at 6:00 p.m. until 6:00 p.m. on the evening before school resumes. This schedule will reverse in even years.

D. SCHEDULE FOR SPRING VACATION.

The mother and father shall share Spring Break as follows:
The parties will equally divide the Spring Break each year.
Beginning: 2007.

E. SUMMER SCHEDULE
The ___x__ mother ____ father shall be responsible for the care of the child(ren) during the summer, except for the following days and times when the other parent will be responsible for the care of the child(ren):

Same as the school year schedule unless the parties agree on additional visitation.

Beginning: 2007

Additionally the Father will have one two week period of visitation each summer with the dates to be provided no later than April 1 of each year.

F. TRANSPORTATION ARRANGEMENTS.

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

Father is responsible for transportation.

G. OTHER:

The following special provisions apply to the schedules or residential considerations of the child(ren):

All provisions of the Parents' Bill of Rights apply.

Mother will maintain possession of the passport of the minor child. Neither party may travel outside the United States with the minor child unless she or he has notarized written approval from Mother. In the event a party is unable to secure approval from the other parent upon reasonable notice, either party may move the Court for permission to travel outside the country with the minor child.

II. DECISION MAKING

A. 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 children.

B. CHILD NURTURE

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

C. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Education decisions _____ mother _____Father x joint

**Non-emergency healthcare _____ mother _____Father x joint

Religious upbringing	_____ mother	____Father	x ___joint
Extracurricular activities	_____ mother	____Father	x ___joint
Other	x _____ mother	____Father	____joint

D. PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

X____ Does not apply.

_____ For purposes of this parenting plan the following days shall have priority over the residential schedule.

E. RESTRICTIONS.

X____ Does not apply.

_____ The ___ father's ____ mother's residential time with the children shall 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 bodily 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 of 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 children spend time with this parent:
___ father's ___ mother's residential time with the children.

_____

_____

F. PRIVATE SCHOOL AND COLLEGE: [Optional]
The parties agree as follows regarding private school [elementary and high school] and college or vocational training after high school:

_____

[If parents wish to include a detailed list of the plans for special or private schooling, they may attach a separate sheet].

III. FINANCIAL SUPPORT FOR CHILD(REN)

A. CHILD SUPPORT PER TENNESSEE GUIDELINES OR DEVIATIONS

The _____ mother x father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of $ 839.00 per month, to be paid at the rate of : _____ per week
_____ twice per month (semi-monthly) or _____ every two weeks (bi-weekly).
Beginning immediately.
Deviations:_____
This support shall be paid
_____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.
Address:_____
X____ Direct Deposit to the other Parents at _____ Bank Account No. _____
_____By Wage Assignment Order [Attach Order]

The parties affirmatively acknowledge that Court approval must be obtained before child support can be reduced or modified, unless such payments are automatically reduced under the terms of the Parenting Plan. A child support worksheet is attached hereto as Exhibit "A".

B. TAX DEDUCTION

The x mother _____ father shall receive the tax deduction for the child(ren), [so long as the child support is current on the 15th day of January of each year] in _____ Alternate years.

C. TAX RETURN NOTICE

The parent(s) paying child support shall send to the other parent by or before April 15th of ever year [OR August 15th, if an extension is sought], a copy of their respective W-2(s) and first two pages of their tax return. The parties also agree to exchange documentation regarding health care premiums, uncovered medical expenses, and child care costs.

D. HEALTH INSURANCE

The _x_ mother ___ father will maintain medical/hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage annually.
Uncovered medical expenses, which include deductibles or co-payments, eyeglasses, contact lenses, routine annual physicals will be paid by the
____ mother ____father x ___divided pro rata by the parties (Mother 30% /Father 70%).

The child is currently receiving TennCare benefits. If at any time the Mother assumes private insurance, Father will be notified immediately and provided with all pertinent information, including insurance card and PPO list. Once Father has been provided with proof of the child's coverage, then the parties will enter into a new child support worksheet that takes into account Mother's health insurance premium for the minor child. Alternatively, Father may obtain health insurance for the minor child's benefit as long the insurance is comparable to the child's present coverage.

After insurance has paid its portion, the parent receiving the bill will send the bill to the other parent within ten (10) days. The other parent will pay his/her share within ten (10) days of receipt of the bill directly to the healthcare provider.

E. LIFE INSURANCE [OPTIONAL FOR PARENT NOT PAYING CHILD SUPPORT]
The ___x father shall insure his own life in the minimum amount of $ 100,000.00 whole or term.

The ____ mother shall insure his own life in the minimum amount of $_____, whole or term.

The policy(ies) shall name the ____ other parent OR x____other parent as trustee of the funds to serve without bond or accounting, as beneficiary for the support of the children OR Other: _____

F. DENTAL/ORTHODONTIC CARE

If available to either parent through their work, the __ mother x___ father will maintain dental/orthodontic care on the minor child(ren). Uncovered dental/orthodontic expenses will be paid by ____ mother ____ father or __x__Divided pro rata by the parties (Mother 30% / Father 70%).

____ other:_____

After insurance has paid its portion, the parent receiving the bill will send the bill to the other parent within ten (10) days. The other parent will pay his/her share within ten (10) days of receipt of the bill directly to the healthcare provider.

IV DESIGNATION SOLELY FOR STATE AND FEDERAL STATUTES

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

V. DISAGREEMENTS ABOUT JOINT DECISIONS OR MODIFICATIONS OF PLAN

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

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

X____Mediation by Rule 31 Mediator
____ Arbitration by arbitrator selected by parties or the court
____ Settlement Conference with judge not presiding in parents' case.
____ Court process DUE TO ORDER OF PROTECTION OR RESTRICTIONS.

The cost of this process shall be assessed to the parties by the Court based upon their incomes. The out-of-court process shall be commenced by notifying the other party and the Court by

____ written request __x__ certified mail ____ Other:_____

In the dispute resolution process:

(a) Preference shall be given to carrying out this Parenting Plan.
(b) The parents shall use the designated process to resolve disputes relating to implementation of the plan.

(c) A written record shall be prepared of any agreement reached in the mediation arbitration or settlement conference and shall be provided to each party to be drafted into a consent order of modification.

(d) If the court finds that a parent willfully failed to appear at a scheduled dispute resolution process without good reason, the court, upon motion, may award attorney fees and financial sanctions to the prevailing.

The parties understand that parental relocation either out of state or more than 100 miles from the other parent within the state is governed by T.C.A. 36-6-108.

IV. STANDARD PARENTING ORDERS AND OTHER AGREEMENTS OF THE PARTIES:

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

1. To unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;
2. To send mail to the child, which the other parent shall not open and will not censor;
3. To receive notice and relevant information as soon as practical (but within 24 hours) in the event of hospitalization, major illness, or death of the child;
4. To receive directly from the school, upon written request, which includes a current mailing address and upon payment of reasonable costs of duplication, copies of the child's report cards, attendance records, names of teachers, class schedules, standardized test scores, and any other records customarily made available to parents.
5. Unless otherwise provided by law, the right to receive copies of the child's medical, health or other treatment records directly from the physical or health care provider who provided such treatment or heal care upon written request which contains a current mailing address and upon payment or reasonable costs of duplication; provided, that no person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person.
6. To be free of derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of a child.
7. To be given at least forty-eight (48) hours notice, whenever possible, of all extracurricular activities, and the opportunity to participate or observe, including, but not limited to, the following:
    (i) School activities;
    (ii) Athletic activities.
    (iii) Church activities; and
    (iv) Other activities as to which parental participation or observation would be appropriate.
8. To receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency.

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

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

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

Karina Georgenich — Apr 16, 2007
Mother — Date and Place of Signature

M. Al-Hmoud — Apr. 11, 2007
Father — Date and Place of Signature

Sworn to and subscribed before me (as to the Mother) this 16th day of April, 2007.

Tracey McCarthy
Notary Public

My Commission Expires: 7-24-10

STATE OF TENNESSEE NOTARY PUBLIC TRACEY McCARTHY WILSON COUNTY, TENN. My Commission Expires JULY 24, 2010

Sworn to and subscribed before me (as to the Father) this 11th day of April, 2007.

Theresa Koslofsky
Notary Public

My Commission Expires: 9-21-10

THERESA L. KOSLOFSKY STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY My Comm. Expires September 21, 2010

ORDER OF THE COURT

It is ORDERED, ADJUDGED AND DECREED that the parenting Plan as set forth above is adopted and approved as an Order of this Court.

Dated this 15th day of Aug, 2007.

JUDGE

Presented by Counsel:

Cynthia G. Chappell BPR # 016028
211 Union Street, Suite 200
Nashville, Tennessee 37201
(615) 620-3272

Signature BPR #
Name: Derek Burks
Address: 545 Mainstream Drive, Suite 320
Nashville, TN 37228
Phone: (615) 252-8866

Address of Mother

Karina Gurgeninze
3309 Quail Run Ct
Nashville TN 37214

Date Attended Parenting Seminar

Address of Father

Mohammed Al Humrani
2214 - A Madison Street
Clarksville, TN 37043

Date Attended Parenting Seminar

Effective as of 6/28/2005

State of Tennessee - Department of Human Servi

4/6/2007 - 2:48 PM

Child Support Worksheet

FILED
2007 APR 17 PM 1:07
RICHARD R. ROOKER, CLERK

Part I. Identification

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column

Name of Mother:	Karina Gurgenitze	X
Name of Father:	Mohammed Al-Humrani	
Name of non-parent Caretaker:		
TCSES case #:		
Docket #:	06-D-328	
Court name:	Davidson County Fourth Circuit	

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Ryah Al Humrani	7/28/2000	285	80	

2007 AUG -1 PM 4:23
RICHARD R. ROOKER, CLERK

Part II. Adjusted Gross Income

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
	1	Monthly Gross Income	$ 1,711.00	$ 3,356.00	
	1a	Social Security benefit for child	+	+	
Use Credit Worksheet to calculate line items 1d - 1e	1b	Self-employment tax paid	-	-	
	1c	Subtotal	1,711.00	3,356.00	
	1d	Credit for in-home children	- 281.25	0.00	
	1e	Credit for not-in-home children	- 0.00	0.00	
	2	Adjusted Gross Income (AGI)	$ 1,429.75	$ 3,356.00	
	2a	Combined Adjusted Gross Income	$4,785.75		
	3	Percentage Share of Income (PI)	30%	70%	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 809.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 566.30	
5	Each parent's average parenting time	N/A	N/A	
5a	Equal parenting time	N/A	N/A	
6	Parenting time adjustment	$ N/A	$ N/A	
7	Adjusted BCSO	$ 0.00	$ 566.30	

Income Sha

EXHIBIT
A

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare - Payroll Deducted	$	$	$
8d	Work-related childcare - Non-Payroll Deducted	$ 390.00	$	$
9	Total additional expenses	$ 390.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 273.00	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 839.30	

** Reminder - Line 8d expenses are to be paid by the child's PRP or either parent in a 50-50 situation.

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 839.00

* Enter the difference between the greater and smaller numbers from Line 11.

Low Income? N (N=15% Y=7.5%)
Current Order Flat %? N (N / Y)

Modification of Current Child Support Order

13a	Current child support order amount for the obligor parent	$	$
13b	Amount required for significant variance to exist	$ 0.00	$ 0.00
13c	Actual variance between current and presumptive child support orders	$ 0.00	$ 0.00

Part VI. Deviations and FCSO

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

14	Deviations (Specify):	$	$
15	Final Child Support Order (FCSO)	$ 0.00	$ 839.00
16	FCSO adjusted for SS benefit, Line 1a, Obligor's column.	$ 0.00	$ 839.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Cynthia Chappell
Title: Atty for Mother
Date: 4/6/2007

Effective as of 8/28/2006

State of Tennessee - Department of Human Services
Credit Worksheet

4/6/2007 2:50 PM

Part I. Identification

PRP ARP SPLIT
X

Indicate the status of each parent or caretaker by placing an "X" in the appropriate column		
	Name of Mother:	Karina Gurgeninze
	Name of Father:	Mohammed Al-Humrani
	Name of non-parent Caretaker:	
	TCSES case #:	
	Docket #:	06-D-328
	Court name:	Davidson County Fourth Circuit

2007 AUG -1 PM 4:24
RICHARD R. ROOKER, CLERK
D.C.

Part II. Other Children

			Mother	Father
	✓	If a parent is claiming more than five children on line 3 or line 7, use the Additional Credit sheet to list information for each child.		
Parent Income Information	1	Applicable gross income from CS worksheet	$ 1,711.00	$ 3,356.00
In-Home Children	2	Below, list qualified children living in the parent's home (if none, skip to line 6):		

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth
Irkaki Gurgeninze	1/1/1991		

	3	Number of qualified children living in the parent's home	# 1	# 0
	4	Theoretical child support order (this parent's income on CS Schedule for number of children from line 3)	$ 375.00	$ 0.00
	5	75% of theoretical child support order from line 4	$ 281.25	$ 0.00
Not-In-Home Children	6	Below, list qualified children not living in the parent's home (if none, skip this Part):		

	7	Number of qualified children not living in the parent's home	# 0	# 0
	8	Average documented monetary support over last 12 months	$	$
	9	Theoretical child support order (this parent's income on CS Schedule for number of children from line 7)	$ 0.00	$ 0.00
	10a	75% of theoretical child support order from line 9	$ 0.00	$ 0.00
	10b	Allowable credit for not-in-home children	$ 0.00	$ 0.00

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Amended Complaint for Divorce is further amended to allege that Husband's place of birth is Baghdad, Iraq.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that on the date of final hearing in this cause it appears that the Defendant/Husband is employed out of the country and has not yet executed a Quit Claim Deed for the marital residence. Based upon the foregoing and statements of counsel for both parties, and pursuant to the Marital Dissolution Agreement, the Court orders that the following specifically described property is awarded to Wife in fee simple. Any interest Husband has in and to said property is divested from him and vested solely in Wife. Wife shall assume all mortgage indebtedness on said property and shall hold Husband harmless from same. This is a property transfer between spouses pursuant to a divorce. The formal property description is as follows:

> **LAND** in Davidson County, Tennessee, known as 3309 Quail Run Court, Nashville, TN 37214 and more specifically described as follows:
>
> Being Lot No. 15 on the Plan of TRAILWOOD, Section 3, as of record in Plat Book 6900, Page 67, Resister'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 Mohammed A. Al-Humrani and Karina S. Gurgeninze by deed from Greg T. Norris of record as instrument number 20030715-0098835 Register's Office of said County.

The filing of this Final Decree of Divorce with the Register's Office of this county shall serve to effectively transfer from Husband to Wife any marital interest of Husband in and to said above described real property, no other deed being required.

The following information is provided pertaining to the parties:

Karina Gurgeninze	Mohammed Al Humrani
3309 Quail Run Court	2214-A Madison Street
Nashville, TN 37204	Clarksville, TN 37043

The costs of this cause are assessed and divided equally between the parties for which let

execution issue if necessary.

ENTER this 3rd day of Aug, 2007.

JUDGE

APPROVED FOR ENTRY:

CYNTHIA C. CHAPPELL #016028
Attorney for Wife
211 Union, Suite 200
Nashville, TN 37201
(615) 620-3272

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Final Decree of Divorce has been sent to the Defendant, via his attorney, Derek Burks at 545 Mainstream Drive, Nashville, TN 37228 by depositing same in the U.S. Mail, postage prepaid, this the 3rd day of August, 2007.

CYNTHIA C. CHAPPELL

CERTIFICATE OF SERVICE

DOCKET NO. 06D328

Pursuant to Rule 58(3) of the Tennessee rules of Civil Procedure, I hereby certify I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 9TH day of AUGUST, 2007.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

CYNTHIA C. CHAPPELL, ATTORNEY
211 UNION, SUITE 200
NASHVILLE, TN 37201

DEREK BURKS, ATTORNEY
545 MAINSTREAM DR.
NASHVILLE, TN 37228

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 03 day of AUGUST , 2007 , in the Case Number 06D328 between GURGENINZE, KARINA Plaintiff, and AL-HUMRANI, MOHAMMAD 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 16 day of AUGUST in the year two thousand seven and in the 231st year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

