Copy

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2011 SEP 14 PM 5:11

RICHARD R. ROOT, CLERK

KEISHA WILLIAMS SIMMONS
Plaintiff/Wife

vs.

BERNARD DAVID SIMMONS
Defendant/ Husband

DOCKET NO. 10D-3468 D.C.

AMENDMENT TO MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is made and entered into by and between the parties, KEISHA WILLIAMS SIMMONS, hereinafter referred to as the "Wife", and BERNARD DAVIS SIMMONS hereinafter referred to as the "Husband".

WITNESSETH:

WHEREAS, the parties were previously entered into a Marital Dissolution Agreement and proceeded to obtain a Final Decree of Divorce on March 30, 2011, which incorporated said Agreement into and the Final Decree and made a part thereof; the parties have likewise agreed to Modify the previous Agreement, Post Divorce and submit said Modification to the Court for approval.

WHEREAS, both parties agree and stipulate that this Amendment To Marital Dissolution Agreement is intended to Modify Specific Provisions of the Previously Court Approved Agreement Incorporated into the Final Decree of Divorce on March 30, 2011, with said Modifications to become a part of the previous agreement as if recited verbatim therein; and

WHEREAS, both parties have full knowledge of and have made full disclosure of all separate and marital assets; and

WHEREAS, Wife is not represented but has had the opportunity to obtain legal advice prior to entering into this Agreement and Husband is represented by William Stover, Attorney.

NOW, THEREFORE, in the consideration of the mutual covenants and agreements herein

BILL GARRETT, Davidson County
Trans:T20120039290 DEEDDIV
Recvd: 05/30/12 09:40 25 pgs
Fees:127.00 Taxes:0.00
20120530-0046502

Copy

set forth, the parties do agree as follows:

7 (b). **REAL PROPERTY**: The parties agree that the residence the real property located at 102 Buckingham Court, Goodlettsville, Tennessee shall be awarded to the Wife as her sole and separate property free and clear of any claim of the Husband and shall be responsible for any and all indebtedness associated with said property and hold the Husband harmless for the same. Any interest of the Husband in said property is hereby divested from the Husband and the same is hereby reinvested in the Wife.

Said property is more particularly described as:

Land in Davidson County, Tennessee, being lot No. 243 on the plan of Windsor Green, Phase II, Section II, a planned unit development, as of record in Plat Book 6900, page 549, and as amended in book 7649, page 288, Register's office for said county, Tennessee, to which plan reference Is hereby made for a more complete and accurate description thereof.

Being the same property conveyed to Keisha Simmons by deed form John R. Dexter and Wife, Elizabeth R. J. Dexter, as of record in instrument No. 20050413-0041360, register's office for said county, Tennessee.

WITNESS OUR HANDS ON THE DAY AND DATE WRITTEN BELOW.

Keisha Williams Simmons

KEISHA WILLIAMS SIMMONS

Bernard D Simmons

BERNARD DAVIS SIMMONS

Copy

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, Notary Public, KEISHA WILLIAMS SIMMONS, with whom I am personally acquainted, and made oath that the statements contained in the foregoing document are true to the best of her knowledge, information and belief.

This 3rd day of August, 2011.

Notary Public

My Commission Expires: March 2015

AMAJA SLATON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, Notary Public, BERNARD DAVID SIMMONS, with whom I am personally acquainted, and made oath that the statements contained in the foregoing document are true to the best of his knowledge, information and belief.

This 3rd day of August, 2011.

Notary Public

My Commission Expires: March 2015

AMAJA SLATON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Prepared By:
William H. Stover
500 Church St., Ste. 450
Nashville, Tennessee 37219
(615) 613-0541-phone
(615) 613-0546-fax

Copy

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

KEISHA WILLIAMS SIMMONS
Plaintiff/

vs.

BERNARD DAVID SIMMONS
Defendant/

2011 SEP 14 PM 5:09

DOCKET NO. 10D-3468

RICHARD R. ROOKER, CLERK

D.C.

ORDER APPROVING AMENDMENT TO MARTIAL DISSOLUTION AGREEMENT

This cause is currently before the Court by agreement of the Parties to approve an Amendment to the Martial Dissolution Agreement. The Original Martial Dissolution Agreement was presented to the Court on the 30th day of March, 2011 before the Honorable Philip Smith, Davidson County, Tennessee, Circuit Court Judge.

As evidenced by the sworn statements contained within the Amendment To Marital Dissolution Agreement, the parties have agreed that the amendment is fair and equitable, and that the Court should approve the same. After a review of the Amendment to the Marital Dissolution Agreement, the Court finds that modification is limited to the provisions regarding the marital residence contained in section 7 (b) of the original agreement. The Court further finds that the new Provisions for the Martial Residence shall replace section 7 (b) of the March 30, 2011 Final Decree as an Amendment to the same.

It is Therefore ORDERED, ADJUDGED AND DECREED that the Amendment to the Marital Dissolution Agreement entered by the parties is hereby approved, made the Order of this Court, and shall replace section 7 (b) of the Marital Dissolution Agreement entered with the Final Decree of Divorce on March 30, 2011, and is, in words and figures, as follows:

Copy

IT IS FURTHER ORDERED, ADJUDGED AND DECREED: That all other provisions of the Martial Dissolution Agreement and Final Decree of Divorce entered March 30, 2011, not modified herein, remain in full force and effect.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause are taxed against the Defendant/ for which execution may issue if necessary.

Entered this 14th day of September 2011.

PHILIP SMITH, JUDGE

APPROVED FOR ENTRY:

William H. Stover, BPR #020537
500 Church St. Ste. 450
Nashville, TN 37219
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree of Divorce has been mailed by the U.S. Mail, postage pre-paid on the 7th day of September, 2011 to:

Ms. Keisha Simmons
102 Buckingham Ct.
Goodlettsville, TN 370702

Mr. Bernard Simmons
102 Buckingham Ct.
Goodlettsville, TN 370702

WILLIAM H. STOVER

STATE OF TENNESSEE

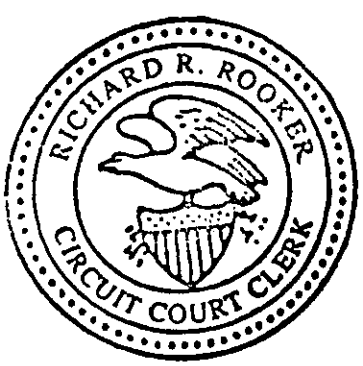
I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 14 day of SEPTEMBER , 2011 , in the Case Number 10D3468 between SIMMONS, KEISHA WILLIAMS Plaintiff, and SIMMONS, BERNARD DAVID 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 22 day of MAY in the year two thousand twelve and in the 235th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL



Copy

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

FILED
2011 FEB 15 PM 3:10
RICHARD R. ROOKER, CLERK
D.C.

KEISHA WILLIAMS SIMMONS,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	**DOCKET NO: 10D3468**
	)	
BERNARD DAVID SIMMONS,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between Keisha Williams Simmons and (hereafter referred to as "Wife") and Bernard David Simmons (hereafter referred to as "Husband").

WITNESSETH:

WHEREAS, these parties were married on November 1, 2003, in Nashville, Tennessee and lived in Davidson County, Tennessee for more than six months during the marriage.

WHEREAS, certain differences and difficulties have arisen between the parties, and divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court for Davidson County, Tennessee, and they have no expectation of resuming their marital relationship.

WHEREAS, the parties desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

The parties further desire that this Agreement be approved by the Court and be incorporated verbatim into any decree of divorce which may be entered dissolving this marriage.

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

Copy

1. **DIVORCE:** The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval and, if approved, be made part of the Court's Final Decree of Divorce..

2. **VENUE AND SERVICE OF PROCESS**: Each of the parties hereby acknowledges that a divorce action is pending under the above-styled and docket in the Fourth Circuit Court for Davidson County, Tennessee. The parties waive further process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Wife is represented by Maria T. de Quesada, and the Husband is pro se.

3. **NO INTERFERENCE**: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other. The parties shall not come about the other party or the other's place of residence for any reason except to pick up or drop off their adult son.

4. **CHILDREN:** The parties have one minor child. The parties agree follow the terms contained in the attached Permanent Parenting Plan. Further, the parties agree that the attached Permanent Parenting Plan shall be incorporated into the Final Decree of Divorce and made an order of the Court.

5. **HEALTH INSURANCE**: Each party shall be responsible for providing his or her own health insurance.

6. **MAIDEN NAME**: The Wife shall be restored to her maiden name of Keisha Chantel Williams.

7. **DIVISION OF PROPERTY:**

a. **Personal property:** The personal property owned by either of the parties at the time of the marriage or subsequently acquired, separately or together, owned by the parties or either of them at the time of their separation, and not expressly set forth herein has been equitably divided and apportioned. The parties ratify and confirm that division and apportionment.

Copy

The Wife shall receive as her sole and separate property, free and clear of any claims by the Husband, the 2006 Hyundai Tuscani and the 2002 Century Buick Oldsmobile titled in her name. The Wife shall assume sole and separate responsibility for paying all debts, costs, expenses, and liabilities associated with the 2006 Hyundai Tuscani and the 2002 Century Buick Oldsmobile and shall hold the Husband harmless from any liability therefore.

The Husband shall receive as his sole and separate property, free and clear of any claims by the Wife, the 1991 Ford F250 pick-up truck and the 1984 Buick Regal titled in his name. The Husband shall assume sole and separate responsibility for paying all debts, costs, expenses, and liabilities associated with the 1991 Ford F250 pick-up truck and the 1984 Buick Regal and shall hold the Wife harmless from any liability therefore.

Further, each party shall retain, have and enjoy, independently of any claim, right, or demand of the other party, all personal property of every kind, nature, in description, and wheresoever situated that is now owned or held or is hereafter acquired by him or her or stands in his or her name.

b. **Real Property**: The parties have interest in a marital residence located 102 Buckingham Court, Goodlettsville, Tennessee 37072. It is agreed by and between the parties that the residence located at 102 Buckingham Court, Goodlettsville, Tennessee 37072 will be listed for sale by a professional real estate agent that is mutually selected by both parties and any proceeds or liabilities from the sale shall be equally divided between the parties. The parties shall be equally responsible for the cost of any necessary and reasonable repairs and improvements to the property prior to listing the house for sale. Further, the parties shall be equally responsible for the cost of any household expenses, including but not limited to, the monthly mortgage payment, property taxes, and other expenses associated with the upkeep of the residence pending the sale. The parties shall cooperate and execute and deliver any and all instruments or documents necessary or appropriate in order sell the property.

Copy

8. **MARITAL DEBT:** It is agreed by the parties that each party shall be solely responsible for any debts that he or she has acquired in his or her respective names and not set forth specifically herein and that each shall indemnify and hold the other harmless.

Notice pursuant to T.C.A. § 36-4-134: This agreement does not necessarily affect the ability of a creditor to proceed against a party or a party's property even though the party is not responsible under the terms of this agreement for an account or debt. Both parties understand that it may be in a party's best interest to cancel, close, or freeze any jointly held accounts.

9. **SUPPORT AND MAINTENANCE OF SPOUSE:** Neither party shall be responsible for any additional future support in the form of maintenance or alimony.

10. **BANKING, INVESTMENT , AND RETIREMENT 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. Each party shall own as his or her sole property any and all retirement accounts being IRA's, 401K's, or otherwise, that each has in his or her sole name.

11. **LIFE INSURANCE:** The parties agree that they will each be awarded any life insurance policies of which they are the owner.

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

13. **ENTIRE AGREEMENT:** It is agreed that this Agreement shall constitute the entire understanding of the parties, that it supercedes any and all prior agreement between them, and that there are no representations or warranties other than those expressly herein set forth. It is understood and agreed

Copy

by and between the parties that this Agreement is intended to be a final settlement of all property rights and obligations of the respective parties hereto, including a complete release of all marital property rights of each, and all of the legal obligations of each to the other, and shall constitute a discharge from all claims arising out of the marital relationship of the parties, except as otherwise 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.

14. **TAXES:** Each party acknowledges that there may be certain tax consequences as a result of the execution of this Agreement. Each party hereby agrees to assume personal responsibility for any tax consequences as a result of property transferred under this Agreement. Both parties further acknowledge that either party's attorney rendered no advice concerning tax consequences.

Furthermore, 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.

15. **COURT COSTS AND ATTORNEY'S FEES:** Each party shall be responsible for his or her own attorney's fees and the Wife shall be responsible for the payment of all court costs associated with this divorce proceeding.

It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement, that each party shall willfully execute and deliver any and all instruments or documents necessary, required, or appropriate in order to implement the terms of this Agreement. In the event that it becomes necessary for either party to institute legal proceedings to procure the enforcement of any

Copy

provision of this Agreement, then the party at fault shall be responsible for reasonable attorney's fees and court costs in the enforcement of the same.

16. Should the Court hold any portion of the Agreement to be invalid, the remainder shall remain in full force and effect and only the invalid portion shall be struck from this Agreement, or modified as the Court may order.

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

18. It is understood and acknowledged by the parties that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation, or for any reason not stated herein.

19. The provisions of this Agreement and legal effect are fully known by each of the parties and each party again acknowledges that this Agreement is fair and equitable and that is being entered into voluntarily. This Agreement may be altered, amended or canceled only by an instrument in writing and signed by both parties.

20. 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.

21. This Agreement shall be construed under the Laws of the State of Tennessee.

Copy

Keisha Williams Simmons
KEISHA WILLIAMS SIMMONS/WIFE

2/11/11
Date

STATE OF TENNESSEE)
COUNTY OF Davidson)

On this the 11th day of Feb, 2011, personally appeared Keisha Williams Simmons, 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.

Maria Martocci
NOTARY PUBLIC

My Commission Expires: My Commission Expires May 6, 2013

MARIA MARTOCCI Notary Public DAVIDSON COUNTY, TENNESSEE

Bernard David Simmons
BERNARD DAVID SIMMONS/HUSBAND

2-11-11
Date

STATE OF TENNESSEE)
COUNTY OF Davidson)

On this the 11th day of Feb, 2011, personally appeared Bernard David Simmons, 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.

Maria Martocci
NOTARY PUBLIC

My Commission Expires
My Commission Expires: May 6, 2013

MARIA MARTOCCI Notary Public DAVIDSON COUNTY, TENNESSEE

Copy

10D3468

STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER [X] Proposed [X] Agreed [] Ordered by the Court		File No. 10D3468 Division
PLAINTIFF (Name: First, Middle, Last) KEISHA WILLIAMS SIMMONS [X] Mother [] Father		DEFENDANT (Name: First, Middle, Last) BERNARD DAVID SIMMONS D.C. [] Mother [X] Father

2011 MAR 30 PM 4:32

2011 FEB 15 PM 3:10

RICHARD R. ROOKER, CLERK

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: _____
[ ] modifies an existing Order dated: _____

Child's Name	Date of Birth
Bernard Dave Simmons, Jr.	[redacted]

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is: **The Mother**

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

Mother 275 **days** **Father** 90 **days**

B. DAY-TO-DAY SCHEDULE

The Mother shall have responsibility for the care of the child except at the following times when the Father shall have responsibility:

Friday at 6:00 p.m. until Sunday at 7:00 p.m.

[] Every Week [X] Every Other Week Other:

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

Copy

The Father shall also have the option of exercising parenting time during the week as agreed upon by the parties. The Father shall notify the Mother in advance by phone call or in person of when he wishes to exercise parenting time during the week.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER	PERIOD
Martin Luther King Day	Odd	Even	
Presidents' Day	Even	Odd	
Easter Day	____	____	See Section "H"
Mother's Day	Every	____	Saturday 6:00pm until Sunday 7:00pm
Memorial Day	Odd	Even	Friday 6:00 pm until Monday 7:00pm
Father's Day	____	Every	Saturday 6:00pm until Sunday 7:00pm
July 4th	____	Every	
Labor Day	Even	Odd	Friday 6:00 pm until Monday 7:00pm
Halloween	Every	____	
Thanksgiving Day & Friday	____	____	See Section "E"
Christmas Holiday	____	____	See Section "F"
Child's Birthday	Shared equally		
Mother's Birthday	Every	____	
Father's birthday	____	Every	
Other school free days	____	____	Follow day-to-day schedule.

If the Father is working and unable to exercise his parenting time, the Father shall notify the Mother twenty-four (24) hours in advance.

A holiday shall begin at **6:00 p.m.** on the night preceding the holiday and end at **7:00 p.m.** the night of the holiday, unless otherwise noted below or agreed upon by the parties.

D. FALL BREAK

The Mother shall have the child on every year, unless otherwise agreed upon by the parties.

E. THANKSGIVING DAY AND FRIDAY

The **Mother** shall have the child on **odd-numbered years** from the day and time school is dismissed prior to Thanksgiving Thursday until 7:00 p.m. on Friday. The **Father** shall have the child on **even-numbered years** from the day and time school is dismissed prior to Thanksgiving Thursday until 7:00 p.m. on Friday.

F. WINTER (CHRISTMAS) VACATION

In even-numbered years, the **Mother** shall have the child for the first part of the holiday from the day and time school is dismissed until December 26TH at 10:00 a.m. The **Father** shall have the child from December 26TH at 10:00 a.m. until 7:00 p.m. on the evening before school resumes.

Copy

In odd-numbered years, the **Father** shall have the child for the first part of the holiday from the day and time school is dismissed until December 26TH at 10:00 a.m. The **Mother** shall have the child from December 26TH at 10:00 a.m. until 7:00 p.m. on the evening before school resumes.

G. SPRING BREAK & EASTER SUNDAY

The **Mother** shall have the child on **even-numbered years**. The **Father** shall have the child on **odd-numbered years**.

If Easter Day does not coincide with the child's Spring Vacation then the **Mother** shall have the child every year, unless otherwise agreed upon by the parties.

H. SUMMER VACATION

The day-to-day schedule shall apply except as follows: The Father shall have the child every July from July 1ST at 6:00 p.m. until July 31ST at 7:00 p.m., unless otherwise agreed upon by the parties. Beginning: **2011**

I. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child shall be at the Mother's place of residence, unless otherwise agreed upon by the parties.

The Mother shall be responsible for payment of long distance transportation costs (if any).

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

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

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

B. MAJOR DECISIONS

Major decisions regarding the child shall be made as follows:

Educational decisions	**[X] Mother**	**[] Father**	**[]Joint**
Non-emergency health care	**[X] Mother**	**[] Father**	**[]Joint**
Religious upbringing	**[X] Mother**	**[] Father**	**[]Joint**
Extracurricular activities	**[] Mother**	**[] Father**	**[X]Joint**

Copy

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Mother's monthly income: **$2,800.00**
Father's monthly income: **$3,400.00**

1. The final child support order is as follows:

The Father's monthly child support obligation comes to $503.00 per month pursuant the Tennessee Child Support Guidelines. ~~However, the parties have agreed a downward deviation in the amount of $103.00~~. Accordingly, the Father shall pay as regular child support the sum of ~~$400.00~~ $503.00 per month payable in two installments ~~$200.00~~ $251.50 **on the 1st and 15th of each month.**

MJdQ 08/30/11

2. **Each parent shall be responsible for paying one-half (½) of the cost of child's school attire, school supplies, extracurricular activities, child care and/or summer camp.**

3. Arrearage: None. _____

4. Payments shall begin on the date of the Court's Order

5. 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 from there to the other parent at: _____.
*A Wage Assignment Order is attached to the Parenting Plan.
[] By direct deposit to the other parent at _____ Bank
deposit in account number: _____
[] Other: _____

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

B. FEDERAL INCOME TAX EXEMPTION

The [X] *Mother* [] *Father* is the parent receiving child support.
The Mother shall claim the following child(ren): Bernard Simmons Jr. on even-numbered years.
The Father shall claim the following child(ren): Bernard Simmons Jr. on odd-numbered years.

The [] *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 each. 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.

Copy

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

Each parent shall send proof of income to the other parent for the prior calender 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 filling.
- 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 calender year and an estimate for the next calender year, on or before February 15.

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children and will be:

[X] maintained by the Mother (primary)
[X] maintained by the Father (secondary)
[] other:

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, being, deductibles or co-payments, eyeglasses, contact lens, and routine annual physicals will be paid by: [] *Mother* [] *Father* [X] *both equally* [] *pro rata in accordance with their 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* [X] *Father* shall maintain dental, orthodontic, and optical insurance on the minor child or children. Uncovered reasonable and necessary dental, orthodontic, and optical expenses will be paid by the: [] *mother* [] *father* [X] *both equally* [] *pro rata in accordance with their incomes.*

E. INSURANCE ON LIFE OF PARENT PAYING CHILD SUPPORT *(Optional)*

The **Father/Mother** shall insure his/her own life in the minimum amount of $100,000 by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the following irrevocable beneficiary: the other parent.

Copy

IV. PRIMARY RESIDENCE FOR OTHER LEGAL PURPOSES

The 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 the 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 the 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 [] *written request* [X] *certified mail* [] *other*:_____

In dispute resolution process:

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

Copy

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 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 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 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 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.

Copy

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) Locations of proposed new residence;
(3) Reasons for proposed relocation;
(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* [] *mother* [] *father* **[X]** *neither*. If one or both parents have not attended the parent education class the certificate shall be filled with the court within sixty (60) days of this order.

Copy

Under penalty of perjury under the laws of the State of Tennessee, I 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 are true and correct.

Keisha Williams Simmons — 2/11/11

Keisha Williams Simmons/Mother Date

Sworn to and subscribed before me this 11th day of Feb, 2011.

My commission expires: My Commission Expires May 6, 2013

Maria Martocci

Notary Public

MARIA MARTOCCI Notary Public DAVIDSON COUNTY, TENNESSEE

Bernard David Simmons — 2-11-11

Bernard David Simmons/Father Date

Sworn to and subscribed before me this 11th day of Feb, 2011.

My commission expires: My Commission Expires May 6, 2013

Maria Martocci

Notary Public

MARIA MARTOCCI Notary Public DAVIDSON COUNTY, TENNESSEE

Copy

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

COURT COST (If applicable)

Court costs, if any, are taxed as follows: Addressed in the parties' Marital Dissolution Agreement.

It is so ORDERED this the 30th **day of** March, 2011.

PHILIP E. SMITH, JUDGE

APPROVED FOR ENTRY:

MARIA T. DE QUESADA, 24389
Attorney for Mother
Cynthia J. Bohn & Associates
545 Mainstream Drive, Suite 320
Nashville, Tennessee 37228
(615)252-8866

Copy

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

1/26/2011 - 3:12 PM

FILED 10D3468
2011 FEB 15 PM 3:10
RICHARD R. ROOKER, CLERK
D.C.

FILED
2011 MAR 30 PM 4:32
RICHARD R. ROOKER, CLERK
D.C.

Part I. Identification

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

		PRP	ARP	SPLIT
Name of Mother:	Keisha Williams Simmons	X		
Name of Father:	Bernard David Simmons		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:	10D3468			
Court name:	Davidson County Fourth Circuit Court			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Bernard Dave Simmons, Jr.	[redacted]	275	90	

Part II. Adjusted Gross Income

Use Credit Worksheet to calculate line items 1d - 1e

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
1	Monthly Gross Income		$ 2,800.00	$ 3,400.00	
1a	Federal benefit for child				
1b	Self-employment tax paid				
1c	Subtotal		2,800.00	3,400.00	
1d	Credit for in-home children		0.00	0.00	
1e	Credit for not-in-home children		0.00	0.00	
2	Adjusted Gross Income (AGI)		$ 2,800.00	$ 3,400.00	
2a	Combined Adjusted Gross Income	$6,200.00			
3	Percentage Share of Income (PI)		45%	55%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 915.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 503.25	
5	Each parent's average parenting time	N/A	N/A	
6	Parenting time adjustment	$ N/A	$ N/A	
7	Adjusted BCSO	$ 0.00	$ 503.25	

Copy

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

1/26/2011 - 3:12 PM

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	$	$	$
9	Total additional expenses	$ 0.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 503.25	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 503.00

* Enter the difference between the greater and smaller numbers from Line 11 except in non-parent caretaker situations

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):	$	$ ~~-103.00~~
	~~The parties agree to a downward deviation setting Child Support at $400.00 per month~~		
15	Final Child Support Order (FCSO)	$ 0.00	$ ~~400.00~~ 503.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ ~~400.00~~

03/30/11

04/8/11 (PES)

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name:
Title:
Date: 1/26/2011