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FILED REC
SUMNER CO. CHANCERY COURT
APR 30 2007
CIVIL/DOMESTIC DIV
BRENDA M. PAGE, C & M
BY: DEPUTY CLERK & MASTER

IN THE CHANCERY COURT FOR SUMNER COUNTY, TENNESSEE

ROBIN LEE KIMBROUGH,

Wife,

vs.

ADRIC WINTERS KIMBROUGH, SR.,

Husband.

No. 2007D-32

NOTICE OF ENTRY REQUESTED

MINUTES
APR 30 2007
CHANCERY COUR

FINAL DECREE

This cause came on to be heard on the 30TH day of April, 2007, before the Honorable Thomas E. Gray, Chancellor for the Chancery Court for Sumner County, Tennessee, upon Wife's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement and Parenting Plan which provide for division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts and for the parenting and support of the minor children; upon all of the pleadings and upon the testimony of Wife and statements of counsel, from all of which the Court affirmatively found that the allegations of Wife's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by written agreements, made adequate and sufficient provision for the equitable settlement of property rights between themselves and for the parenting and support of their minor children; that the Marital Dissolution Agreement and Parenting Plan should be approved; and that the ninety-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that Wife, Robin Lee Kimbrough, be, and is hereby, awarded an absolute divorce from Husband, Adric Winters Kimbrough, Sr., the parties be restored to all the rights and privileges of unmarried persons, and

ORDER FILED & ENTERED 4-30-07
MINUTE BOOK 281 PAGE 353

the bonds of matrimony heretofore existing between the parties be hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and is hereby made specific order and decree of the Court, which Agreement is in words and figures as follows:

IN THE CHANCERY COURT FOR SUMNER COUNTY, TENNESSEE

ROBIN LEE KIMBROUGH,)
)
Wife,)
)
vs.) No. 2007D-32
)
ADRIC WINTERS KIMBROUGH, SR.,)
)
Husband.)

FILED REC
SUMNER CO. CHANCERY COURT
JAN 22 2007
CIVIL/DOMESTIC DIV.
BRENDA M. PAGE, C & M
BY: DEPUTY CLERK & MASTER

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between **Robin Lee Kimbrough** ("Wife") and **Adric Winters Kimbrough, Sr.**, ("Husband") subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Pending Action. The parties acknowledge that Wife is filing herewith a divorce action in the Chancery Court for Sumner County, Tennessee, Docket Number _____, which action is pending.

2. Minor Children. See Parenting Plan.

3. Real Property.

a. Husband hereby agrees that all of his right, title, and interest in and to the home property now owned by the parties as tenants by the entireties and known as 105 Lakeridge Drive, Hendersonville, Sumner County, Tennessee, shall be divested out of him and vested solely in the Wife.

Husband shall, by such documents as may be necessary and at Wife's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto Wife all of his right, title and interest in and to said home property now owned by them as tenants by the entireties.

Wife shall assume and pay in accordance with its terms, the existing mortgage and she shall indemnify and hold Husband harmless upon any and all liability in connection with said mortgage.

b. Wife hereby agrees that all of her right, title, and interest in and to the home property now owned by the parties as tenants by the entireties and known as 1920 Upland Drive, Nashville, Davidson County, Tennessee, shall be divested out of her and vested solely in the Husband.

Wife shall, by such documents as may be necessary and at Husband's sole cost and expense, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto Husband all of her right, title and interest in and to said real property now owned by them as tenants by the entireties.

Husband shall assume and pay in accordance with its terms, the existing mortgage and he shall indemnify and hold Wife harmless upon any and all liability in connection with said

mortgage.

4. Automobiles.

a To Wife. The Husband hereby agrees that all of his right, title, interest and equity in the 2005 Pacifica, 1997 Chrysler Minivan and the 1995 Honda Civic, shall be divested out of him and vested solely in the Wife. Wife shall pay on debt against any of the vehicles and shall hold Husband harmless thereon.

b. To Husband. The Wife hereby agrees that all of her right, title, interest and equity in the 2003 Lexus shall be divested out of her and vested solely in the Husband. Husband agrees to assume full responsibility for the payment of the indebtedness due on said automobile and shall hold Wife harmless on the same. Further, Wife hereby agrees that all of her right, title, interest and equity in any other automobiles in Husband's possession shall be divested out of her and vested solely in the Husband.

5. Checking Accounts. Each party shall receive all checking accounts in his or her sole name as his or her sole property, free of all claims of the other.

6. Retirement Accounts. Each party shall receive all retirement accounts in his or her sole name as his or her sole property, free of all claims of the other.

7. Mutual Funds.

a. Husband shall receive the joint Van Kempen Mutual Fund Account as his sole property, free of all claims of Wife.

b. Wife shall receive the joint Sun America Mutual Fund Account as her sole property, free of all claims of Husband.

c. Wife shall receive the Suntrust Mutual Fund Account in her sole name, as her sole property, free of all claims of Husband.

8. Household Goods and Furnishings. The parties agree that the household goods, furnishings, personal property and other personal effects shall be divided as the parties agree. As a part of this agreement the master bedroom furniture purchased at Rooms-to-Go shall be the property of Wife, and Husband agrees to be responsible for the remaining indebtedness on the bedroom suit and to hold Wife harmless. Additionally, the green couch and love seat shall be the property of Husband.

9. Debts. Each party shall pay all debts in that party's sole name and shall hold the other harmless and indemnify the other thereon.

The parties hereby represent that there are no joint debts except as are provided for in this agreement.

10. Court Costs. Court costs incurred as a result of the pending action for absolute divorce including the final decree and orders implementing the final decree shall be paid by Husband and Wife equally.

11. Attorney's Fees. Each party will be responsible for paying their own attorney's fees, if any.

12. Necessary Documents. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

13. Disclosure. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the

terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all sources of income, debts and property owned by them whether real, personal or mixed, whether titled in their name or in the name of the other, and all rights, liabilities, titles, interests and or claims each may have whether inchoate or otherwise. Should it develop that there were undisclosed assets or debts, the party to whom the assets or debts were not disclosed shall have a right to an equitable share or indemnity of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

14. Enforcement. In the event of one party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement and remedying the breach, including, but not limited to, court costs, attorney's fees and travel costs.

15. Agreement Binding. With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be entered by said court. In the event the court shall fail or decline to incorporate this Agreement or any provisions thereof in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

16. Integration. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those

expressly set forth herein.

17. Independent Counsel, Parties Fully Informed. Each party has had independent advice by counsel of his or her own selection, or has been advised of their right to have independent counsel. They each regard the terms of this Agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

18. Modification and Waiver. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The terms of this Agreement are independent of each other and the breach of any term by either party shall have no effect on any other term.

19. Acknowledgment. The parties acknowledge that Wife is a Tennessee resident. Neither personal service of process nor service of process by publication shall be required. The signing of this Marital Dissolution Agreement by both parties before a notary public shall be in lieu of service of process and shall constitute a general appearance before the Court which shall give the Court personal jurisdiction over the Wife for the purpose of granting a divorce on the ground of irreconcilable differences.

20. Compensation for Claims. 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 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.

21. 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 is an equal division of property by co-owners.

22. Full and Final Settlement. The parties accept the provisions of this Agreement in full and final settlement and satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

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

24. Voluntary Agreement. It is further understood and agreed by and between the parties that this Settlement Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named **Robin Lee Kimbrough** with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 11th day of January, 2007.

Jill Shaffer-Herrmann
NOTARY PUBLIC

JILL SHAFFER-HERRMANN NOTARY PUBLIC STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: November 24, 2007.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named **Adric Winters Kimbrough, Sr.** with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 12 day of January, 2007.

Devin Biasini
NOTARY PUBLIC

DEVIN BIASINI STATE OF TENNESSEE NOTARY PUBLIC COUNTY of DAVIDSON

My Commission Expires: March 20, 2010.

IN WITNESS WHEREOF, the parties have set their signatures.

12/11/06
DATE

ROBIN LEE KIMBROUGH

1-12-07
DATE

ADRIC WINTERS KIMBROUGH, SR.

FILED ✓ REC
SUMNER CO. CHANCERY COURT

MINUTE BOOK 281 PAGE 364

JAN 22 2007
CIVIL/DOMESTIC DIV.
BRENDA M. PAGE, C&M
BY: DEPUTY CLERK & MASTER

STATE OF TENNESSEE	CHANCERY COURT	SUMNER COUNTY
PERMANENT PARENTING PLAN ORDER X PROPOSED ___ AGREED ___ ORDERED BY THE COURT		FILE NO. 2007D32 DIVISION _____
PLAINTIFF *(Name: First, Middle, Last)* **Robin Lee Kimbrough** X Mother ___ Father		**DEFENDANT** *(Name: First, Middle, Last)* **Adric Winters Kimbrough, Sr.** ___ Mother X Father

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

This plan
X is a new plan.
___ modifies an existing Parenting Plan dated _____.
___ modifies an existing Order dated _____.

Child's Name	Age	Date of Birth
Elizabeth Adria Kimbrough	6	02/15/00
Adric Winters Kimbrough, Sr.	5	06/08/01

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 272 days Father 93 days

B. DAY-TO-DAY SCHEDULE

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

From Friday at 6:00 p.m. to Sunday at 6:00 p.m. every other week.

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	Every	_____
Martin Luther King Day	Every	_____
Presidents' Day	Every	_____
Easter Day (unless otherwise coinciding with Spring Vacation)	Every	_____
Passover Day (unless otherwise coinciding with Spring Vacation)	Every	_____
Mother's Day	Every	_____
Memorial Day (if no school)	Every	_____
Father's Day	_____	Every
July 4th	Every	_____
Labor Day	Every	_____
Veteran's Day	Every	_____
Thanksgiving Day & Friday	Odd	Even
Children's Birthdays	Every	_____
Other School-Free Days	_____	_____
Mother's Birthday	Every	_____
Father's Birthday	_____	Every
Other: _____	_____	_____

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 here _____.

Note: Holidays which fall on a Friday or Monday will include Saturday and Sunday.

D. WINTER (CHRISTMAS) VACATION

The parties shall equally divide the children's Christmas holiday vacation time. In even years, the Mother shall have the children from the dismissal of school until 2:00 p.m. Christmas Day. If that constitutes less than one-half of the Winter Vacation, then she shall also have the children a sufficient number of days at the end of Winter Vacation to constitute one-half.

In even years, the Father shall have the children from 5:00 p.m. Christmas Day for a number of days which constitutes one-half of Winter Break.

This schedule shall be reversed in odd years.

Winter vacation shall be deemed to run from the day school is out until 6:00 p.m. the day before school starts up. In the event of an odd day, the parties shall toss a coin to determine who has the odd day and it shall be alternated in subsequent years.

F. SUMMER VACATION

Upon completion of the school year, the children will reside with the mother, except the Father will have two weeks during the summer with the children. Father shall notify Mother by April 15th of each year and Mother shall not unreasonably withhold her agreement to dates he chooses.

G. TRANSPORTATION ARRANGEMENTS

Father shall transport the children for all visitation. The costs of transportation shall be paid by Father.

H. OTHER

When the children are in the custody and care of the Father, he shall take the children to their scheduled extracurricular activities.

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

Each parent will 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 the parenting plan, either parent may make emergency decisions affecting the health and safety of the children.

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Educational decisions	X mother	___ father	___ joint
Non-emergency health care	X mother	___ father	___ joint
Religious upbringing	_ mother	___ father	X joint
Extracurricular activities	X mother	___ father	___ joint
Hair maintenance	X mother	___ father	___ joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 3700.00
Mother's gross monthly income is $ 6500.00

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 $119.07 weekly ___ monthly ___ twice per month ___ every two weeks. **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:

_____

2. Payments shall begin on the 1 day of June, 2007. 2-ES

This support shall be paid by wage assignment.

H's employer is: ✓

American General Life Insurance

545 Mainstream Drive, Suite 200

Nashville, Tennessee 37228

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 mother ___ father is the parent receiving child support.

The Mother shall claim the following children: Adric W. Kimbrough and Elizabeth Adria Kimbrough.

C. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be:

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

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 limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, and counseling will be divided equally among the parties. After insurance

* 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.

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.

The father shall maintain dental, orthodontic, and optical insurance on the minor children. Uncovered dental, including deductibles, if any, will be paid by Father.

E. **LIFE INSURANCE** *(Required for parent paying child support)*
The father shall insure his own life in the minimum amount of $130,000.00 by whole life or term insurance which may not be decreased in face amount during the minority of any child. The policy will name the minor children or Mother as primary beneficiaries and proof of continuing coverage will be furnished by February 15 of each year. The insured shall also designate Mother as guardian over these funds for the benefit of the children. The choice of secondary beneficiaries will be left to the owner of the policy, and if the type of policy chosen is whole life, the owner may retain control of the investment portion of the policy.

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 ___ certified mail ___ other: _____.

In the dispute resolution process:

1. Preference shall be given to carrying out this Parenting Plan.
2. The parents shall use the process to resolve disputes relating to implementation of the Plan.
3. A written record shall be prepared of any agreement reached, and it shall be provided to each parent.

4. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. RIGHTS OF PARENTS

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

a. The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations;

b. The right to send mail to the child which the other parent shall not open or censor;

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

d. The right to receive directly from the child's school 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;

e. 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;

f. 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;

g. The right to be given at least forty-eight (48) hours notice, whenever possible, of all extra-curricular activities, and the opportunity to participate or observe them. These include the following: school activities, athletic activities, church activities and other activities where parental participation or observation would be appropriate;

h. The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency;

i. The right to access and participation in education on the same basis that is provided to all parents. This includes the right of access to the child for lunch and other activities. However participation or access must be reasonable and not interfere with day-to-day operations or with the child's educational performance.

VII. NOTICE REGARDING PARENTAL RELOCATION

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

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than one hundred (100) miles from the other parent within the state, the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail. Unless excused by the court for exigent circumstances, the notice shall be mailed not later than sixty (60) days prior to the move. The notice shall contain the following:

1. Statement of intent t ıove;
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.

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VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by ☐ both parents ☐ mother ☐ father ☐ neither.
Failure to attend the parent education class within 60 days of this order is punishable by contempt.

Under penalty of pe ry, we declare that this plan has be 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.)***

Mother — Date and Place Signed: 1/11/07

Sworn to and subscribed before me this 11th day of January, 20 07.

My commission expires: 11-24-2007

Gill Shaffer-Herrmann
Notary Public

GILL SHAFFER-HERRMANN
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

Father — Date and Place Signed: 1-12-07

Sworn to and subscribed before me this 12 day of January, 2007.

My commission expires: March 20, 2010

Devin Biasini
Notary Public

DEVIN BIASINI
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY of DAVIDSON

APPROVED FOR ENTRY:

Mary Frances Lyle, BPR#6895
Corley Henard Lyle Levy & Langford PLC
424 Church Street, Suite 2925
Nashville, Tennessee 37219
615-627-4677
Attorney for Robin Lee Kimbrough

Address

Address

Attorney for

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: _____.

It is so ORDERED this the 22 day of Jan, 2007.

Judge or Chancellor

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State of Tennessee - Child Support Worksheet

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:	Robin Lee Kimbrough	X		
Name of Father:	Adric Winters Kimbrough, Sr.		X	
Name of non-parent Caretaker:				

TCSES case #:

Docket #:

Court name:

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Elizabeth Adria Kimbrough	02-15-00	272	93	0
Adric Winters Kimbrough, Jr.	06-08-01	272	93	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0

Part II. Basic Support Obligation

✓ For clarity and consistency, use Column A for PRP information and Column B for ARP information.

✓ For Split Parenting, use Column A for Mother's information and Column B for Father's information.

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

		Column A	Column B	Column C
1	Monthly Gross Income	$ 6500.00	$ 3700.00	
1a	Self-employment tax paid	- 0.00	- 0.00	
1b	Credit for pre-existing support orders	- 0.00	- 0.00	
1c	Credit for in-home children	- 0.00	- 0.00	
1d	Credit for not-in-home children	- 0.00	- 136.00	
2	Adjusted Gross Income (AGI)	$ 6500.00	$ 3564.00	$ 10064.00
3	Percentage Share of Income (PI)	65 %	35 %	100 %
4	Basic Child Support Obligation (BCSO)			$ 1553.00

Part III. Parents' Share of Support Obligation

Standard Parenting
Split Parenting

5	Each parent's share of the BCSO	$ 1009.45	$ 543.55
6a	Mother's obligation for children for whom father is the PRP	$ 0.00	
6b	Father's obligation for children for whom mother is the PRP		$ 0.00

Part IV. Parenting Time Adjustment

7a	Number of days per calendar year with children supported by this order with whom the ARP spends 121 or more days per calendar year	0	0
7b	Parenting time adjustment percentage	0 %	0 %
8a	Number of days per calendar year with children supported by this order with whom the ARP spends 53 or fewer days per calendar year	0	0
8b	Parenting time adjustment percentage	0 %	0 %
9	Adjustment in ARP's support obligation for parenting time	$ 0.00	$ 0.00
10	Each parent's share of the adjusted BCSO	$ 0.00	$ 0.00

Part V. Additional Expenses

	Column A	Column B	Column C
11a Children's portion of health insurance premium	$ 0.00	$ 96.81	
11b Work-related childcare (payroll-deducted)	$ 0.00	$ 0.00	
11c Work-related childcare (non payroll-deducted)	$ 100.00	$ 0.00	$ 100.00
11d Total additional expenses	$ 100.00	$ 96.81	$ 196.81
12 Each parent's share of additional expenses	$ 127.93	$ 68.88	
13 Adjusted Support Obligation (ASO)	$ 1137.38	$ 612.43	
14 Adjustment to ASO for payment of Additional Expenses	- 0.00	- 96.81	
15 Subtract line 14 from line 13. Enter remainder.	$ 1137.38	$ 515.62	

Part VI. Presumptive Child Support / Modification of Current Support

	Obligation Column
16 Presumptive Child Support Order (PCSO) The ARP's amount from Line 15.*	$ 516.00

* For split parenting situations, enter the difference between the greater and smaller numbers from Line 15.

Modification of Current Child Support Order

17a Current child support order amount for the payor parent	$ 0.00
17b Amount required for significant variance to exist	$ 0.00
17c Actual variance between current and presumptive child support orders	$ 0.00

Part VII. Uninsured Medical Expenses, Deviations, Final Child Support Order

18 Recurring uninsured medical expenses	$ 0.00
19 Deviations (Specify):	$ 0.00

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

20 Final Child Support Order	$ 516.00

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State of Tennessee - Credit Worksheet

Part I. Identification

			PRP	ARP	SPLIT
Indicate the status	Name of Mother:	Robin Lee Kimbrough	X		
of each parent or	Name of Father:	Adric Winters Kimbrough, Sr.		X	
caretaker by placing	Name of non-parent Caretaker:				
an "X" in the	TCSES case #:				
appropriate column	Docket #:				
	Court name:				

Part II. Additional Children

✓ 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.

			Column A	Column B
Parent Income Information	1	Monthly gross income of parent desiring to claim credit	$ 6500.00	$ 3700.00
	2a	Self-employment tax paid	$ 0.00	$ 0.00
	2b	Applicable gross income for credit worksheet	$ 6500.00	$ 3700.00

In-Home Children

3 Below, list qualified children living in the parent's home (if none, skip to line 7):

Name(s) of Child(ren) for PRP	Date of Birth	Name(s) of Child(ren) for ARP	Date of Birth

	4	Number of qualified children living in the parent's home	# 0	# 0
	5	Theoretical child support order (this parent's income on CS Schedule for number of children from line 4)	$ 0.00	$ 0.00
	6	75% of theoretical child support order from line 5	$ 0.00	$ 0.00

Not-In-Home-Children

7 Below, list qualified children not living in the parent's home:

Name(s) of Child(ren) for PRP	Date of Birth	Name(s) of Child(ren) for ARP	Date of Birth
		Lachanta Cherie Kimbrough	12-20-90

	8	Number of qualified children not living in the parent's home	# 0	# 1
	9	Average documented monetary support over last 12 months	$ 0.00	$ 136.00
	10	Theoretical child support order (this parent's income on CS Schedule for number of children from line 8)	$ 0.00	$ 702.00
	11a	75% of theoretical child support order from line 10	$ 0.00	$ 526.50
	11b	Allowable credit for not-in-home children	$ 0.00	$ 136.00

Part III. Pre-Existing Support Orders

✓ List court name, docket number, TCSES number, monthly obligation, name and date of birth for each child supported under the order. Do not include arrears payments. If a parent has more than three pre-existing support orders, use the Additional Credit sheet to detail the orders.

This section is not part of the calculation for Part II above

	Column A	Column B
1	$ 0.00	$ 0.00
2	$ 0.00	$ 0.00
3	$ 0.00	$ 0.00
Total monthly obligation amount(s) from Additional Credit sheet	$ 0.00	$ 0.00
Total	$ 0.00	$ 0.00

Other Children (Continued from Credit Worksheet)

In-Home Children

Below, list additional qualified children living in the parent's home:

Name(s) of Child(ren) for PRP	Date of Birth	Name(s) of Child(ren) for ARP	Date of Birth

Not-In-Home Children

Below, list additional qualified children not living in the parent's home:

Name(s) of Child(ren) for PRP	Date of Birth	Name(s) of Child(ren) for ARP	Date of Birth

Pre-Existing Support Orders (Continued from Credit Worksheet)

Below, list additional pre-existing support orders for the parent. List court name, docket number, TCSES number, monthly obligation, name and date of birth for each child supported under the order. Do not include arrears payments.

PRP Support Orders

Obligation Amount
$ 0.00
$ 0.00
$ 0.00
$ 0.00
$ 0.00
$
$
$
$
Total $ 0.00

ARP Support Orders

$ 0.00
$ 0.00
$ 0.00
$ 0.00
$ 0.00
$
$
$
Total $ 0.00

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It is further ORDERED, ADJUDGED AND DECREED that all costs of this cause shall be, and are hereby, taxed against the parties equally.

Enter this the 30 day of April, 2007.

JUDGE

APPROVED FOR ENTRY:

CORLEY HENARD LYLE LEVY & LANGFORD PLC

MARY FRANCES LYLE
Attorney for Robin Lee Kimbrough
Fifth Third Center, Suite 2925
424 Church Street
Nashville, TN 37219-2384
Telephone: (615) 627-4677
Supreme Court No. 6895

STATE OF TENNESSEE
SUMNER COUNTY
I, Darlene D. Daughtry, Clerk & Master of said County, do hereby certify that the foregoing instrument contains a true and complete copy of Final Decree as same appears of record or on the file in Book 281 Page 376 of the records of the Chancery Court of Sumner County, Tennessee
Given under my hand and seal this 30th day of April, 2007
DARLENE D. DAUGHTRY, Clerk & Master
By _____ D.C.

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed, postage prepaid, to Adric Winters Kimbrough, Sr., 1920 Upland Drive, Nashville, Tennessee 37216, on this 30th day of April, 2007.

MARY FRANCES LYLE

True Copy Certification

I, Benjamin D Farrar, Esq., do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of GA

County of COBB

Personally appeared before me, [~~Name of Notary~~ Louise Tomcho], a notary public for this county and state, [~~name of person making certification~~ BENJAMIN D. FARRAR] who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Louise Tomcho
Notary's Signature

LOUISE TOMCHO
Notary Public, Cobb County, Georgia
My Commission Expires May 10, 2015

My Commission Expires: _____
Notary' Seal (if on paper)