IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

FILED
WILLIAMSON COUNTY
CLERK & MASTER
2017 FEB 21 PM 3:15
ENTERED 2-27-17

LESLIE ANN FINKELSTEIN,	)	
	)	
Plaintiff/Wife,	)	
	)	
v.	)	**DOCKET NO. 44034**
	)	
MARK STEVEN FINKELSTEIN,	)	
	)	
Defendant/Husband.	)	

BILL GARRETT, Davidson County
Trans:T20170019919 DEEDDIV
Recvd: 03/08/17 11:37 38 pgs
Fees:192.00 Taxes:0.00
20170308-0022941

FINAL DECREE OF DIVORCE

THIS CAUSE came on to be heard on the 27th day of February, 2017 before the Honorable Joseph A. Woodruff, Chancery Court Judge for Williamson County, Tennessee, upon Wife's Complaint for Divorce filed on April 8, 2015; upon the executed Marital Dissolution Agreement, which provides 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 the executed Permanent Parenting Plan which provides for custody and support of the parties' minor children; and upon the entire record of this cause, from all of which the Court affirmatively finds that the allegations of Wife's Complaint for Divorce are sustained by the proof in that there exists such irreconcilable differences between the parties as would entitle Wife to an absolute divorce; that the parties, by agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves and made adequate and sufficient provisions for the custody and maintenance of the minor children; that the Marital Dissolution Agreement and Permanent Parenting Plan attached hereto should be approved; that Husband's current mailing address is 1415 Richland Woods Lane, Brentwood, TN 37027 and the

STATE OF TENNESSEE
WILLIAMSON COUNTY
I, THE UNDERSIGNED CLERK & MASTER, DO HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL OF THIS INSTRUMENT FILED IN THIS CAUSE.
SEAL
CHANCERY COURT
WILLIAMSON CO.
ELAINE B. BEELER, Clerk & Master

Wife's current mailing address is 9571 Liberty Church Road, Brentwood, TN 37027 and that the ninety (90) day waiting period, as required by statute, has elapsed.

It is therefore **ORDERED, ADJUDGED AND DECREED** that the Marital Dissolution Agreement and Permanent Parenting Plan heretofore executed by the parties are hereby approved by the Court, and each and every provision of each Agreement is hereby made a specific order and decree of this Court as if set out herein verbatim, which Agreement is in words and figures as follows:



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2017 FEB 21 PM 3:14

ENTERED _____

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE
AT FRANKLIN

LESLIE ANN FINKELSTEIN,

Plaintiff/Wife,

vs.

MARK STEVEN FINKELSTEIN,

Defendant/Husband.

DOCKET NO. 44034

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Leslie Ann Finkelstein (hereinafter referred to as "Wife") and Mark Steven Finkelstein, (hereinafter referred to as "Husband") subject to the following premises, terms and conditions:

W I T N E S S E T H

WHEREAS, the parties have experienced marital difficulties in the past with the result that Wife instituted divorce proceedings against Mark Steven Finkelstein on April 8, 2015, same being Civil Action Number 44034, in the Chancery Court for Williamson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, child custody rights and obligation for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effective with respect to all of their property and other matters of concern; and

WHEREAS, the parties understand and agree that 90 days have elapsed from the time Wife's Complaint was filed, that Wife's Complaint may now be brought before the Court for final disposition, and that Wife shall proceed to obtain an absolute divorce from Husband based upon the grounds of irreconcilable differences. Further, the parties understand and agree that at the final hearing of this cause this Agreement shall be submitted to the Court for ratification and incorporation into the Final Decree of

Wife

Husband

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

I. DIVORCE

The parties agree that this Marital Dissolution Agreement shall be presented to the Court as soon as possible from and after the date of its execution, and, upon approval by the Court, shall be incorporated into a Final Decree of Divorce awarding Wife a divorce based on the allegations of irreconcilable differences set forth in the Complaint filed on April 8, 2015, on behalf of Wife.

II. PARENTING TIME

See attached Permanent Parenting Plan - Exhibit A.

III. CHILD SUPPORT

See attached Permanent Parenting Plan - - Exhibit A.

IV. REAL ESTATE

A. **230 Stage Coach Way, Eagle County, Edwards, Colorado 81632**. The parties acknowledge the house and lot located at 230 Stage Coach Way, Eagle County, Edwards, Colorado 81632 is titled in Husband's name. The parties agree that the house and lot located at 230 Stage Coach Way, Eagle County, Edwards, Colorado 81632, shall be considered the sole and exclusive property of Husband, free and clear of any interest Wife may have therein. The parties agree that Wife shall execute a Quitclaim Deed transferring all of her right, title, and interest that she may have in the above property on the day and date of the signing of the Marital Dissolution Agreement. Husband shall receive all furniture and furnishings free and clear of any claim of Wife.

Husband herein affirms there are no debts or outstanding liabilities associated with the house and lot located at 230 Stage Coach Way, Eagle County, Edwards, Colorado 81632. Husband shall be responsible, indemnify and hold Wife harmless for all property taxes, insurance expenses, including liability and fire insurance, all maintenance and upkeep expenses of the home, as well as all other

Wife

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expenses associated with the ownership of the house and lot located at 230 Stage Coach Way, Eagle County, Edwards, Colorado 81632.

Husband's ownership shall be subject to Wife's security interest set forth in this agreement. Husband shall receive any and all furniture and furnishings located at 230 Stage Coach Way, Eagle County, Edwards, Colorado.

B. **9649 Masonwood Lane, Williamson County, Brentwood, Tennessee**. The parties acknowledge the house and lot located at 9649 Masonwood Lane, Williamson County, Brentwood, Tennessee is titled in Husband's name. The parties agree that the house and lot located at 9649 Masonwood Lane, Williamson County, Brentwood, Tennessee, shall be considered the sole and exclusive property of Husband, free and clear of any interest Wife may have therein. The parties agree that Wife shall execute a Quitclaim Deed transferring all of her right, title, and interest that she may have in the above property on the day and date of the signing of the Marital Dissolution Agreement.

The parties further agree that Husband shall be responsible, indemnify and hold Wife harmless for any and all indebtedness associated with the house and lot located at 9649 Masonwood Lane, Williamson County, Brentwood, Tennessee including all property taxes, insurance expenses, including liability and fire insurance, all maintenance and upkeep expenses of the home, as well as all other expenses associated with the ownership of the house and lot located at 9649 Masonwood Lane, Williamson County, Brentwood, Tennessee.

Husband's ownership shall be subject to Wife's security interest set forth in this agreement.

C. **131 Donelson Pike, Davidson County, Nashville, Tennessee**. The parties acknowledge 131 Donelson Pike, Davidson County, Nashville, Tennessee is titled in the name of Mark Steven's Realty. The parties agree that the building and lot located at 131 Donelson Pike, Davidson County, Nashville, Tennessee, shall be considered the sole and exclusive property of Mark Steven's Realty, free and clear of any interest Wife may have therein. The parties agree that Wife shall execute a Quitclaim Deed transferring all of her right, title, and interest that she may have in the above property on

Wife

Husband

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the day and date of the signing of the Marital Dissolution Agreement.

Husband herein affirms there are no debts or outstanding liabilities associated with the building and lot located at 131 Donelson Pike, Davidson County, Nashville, Tennessee. Husband shall be responsible, indemnify and hold Wife harmless for all property taxes, insurance expenses, including liability and fire insurance, all maintenance and upkeep expenses of the home, as well as all other expenses associated with the ownership of the house and lot located at 131 Donelson Pike, Davidson County, Nashville, Tennessee.

Husband's ownership shall be subject to Wife's security interest set forth in this agreement. Husband shall receive any and all furniture and furnishings located at 131 Donelson Pike, Davidson County, Nashville, Tennessee.

D. **2898 Elm Hill Pike, Davidson County, Nashville, Tennessee**. The parties acknowledge 2898 Elm Hill Pike, Davidson County, Nashville, Tennessee is titled in the name of Mark Steven's Realty. The parties agree that the building and lot located at 2898 Elm Hill Pike, Davidson County, Nashville, Tennessee, shall be considered the sole and exclusive property of Mark Steven's Realty, free and clear of any interest Wife may have therein. The parties agree that Wife shall execute a Quitclaim Deed transferring all of her right, title, and interest that she may have in the above property on the day and date of the signing of the Marital Dissolution Agreement.

Husband herein affirms there are no debts or outstanding liabilities associated with the building and lot located at 2898 Elm Hill Pike, Davidson County, Nashville, Tennessee. Husband shall be responsible, indemnify and hold Wife harmless for all property taxes, insurance expenses, including liability and fire insurance, all maintenance and upkeep expenses of the home, as well as all other expenses associated with the ownership of the house and lot located at 2898 Elm Hill Pike, Davidson County, Nashville, Tennessee

Husband's ownership shall be subject to Wife's security interest set forth in this agreement. Husband shall receive any and all furniture and furnishings located at 2898 Elm Hill Pike, Davidson

Wife

Husband

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County, Nashville, Tennessee.

E. **1415 Richland Woods Lane, Davidson County, Nashville, Tennessee**. The parties acknowledge that the house and lot located at 1415 Richland Woods Lane, Davidson County, Nashville, Tennessee is titled by Mark Steven's Realty. The parties agree that the house and lot located at 1415 Richland Woods Lane, Davidson County, Nashville, Tennessee, shall be considered the sole and exclusive property of Mark Steven's Realty, free and clear of any interest Wife may have therein. The parties agree that Wife shall execute a Quitclaim Deed transferring all of her right, title, and interest that she may have in the above property on the day and date of the signing of the Marital Dissolution Agreement.

Husband hereby affirms all indebtedness associated with 1415 Richland Woods Lane, Davidson County, Nashville, Tennessee is held solely in his name. Husband shall be responsible, indemnify and hold Wife harmless for any and all indebtedness associated with the house and lot located at 1415 Richland Woods Lane, Davidson County, Nashville, Tennessee, including all property taxes, insurance expenses, including liability and fire insurance, all maintenance and upkeep expenses of the home, as well as all other expenses associated with the ownership of the house and lot located at 1415 Richland Woods Lane, Davidson County, Nashville, Tennessee.

Husband's ownership shall be subject to Wife's security interest set forth in this agreement.

F. **9571 Liberty Church Road, Williamson County, Brentwood, Tennessee**. The parties acknowledge that they are the owners of a house and lot located at 9571 Liberty Church Road, Williamson County, Brentwood, Tennessee. The parties agree that the house and lot located at 9571 Liberty Church Road, Williamson County, Brentwood, Tennessee, shall be considered the sole and exclusive property of Husband, free and clear of any interest Wife may have therein. The parties agree that Wife shall execute a Quitclaim Deed transferring all of her right, title, and interest that she may have in the above property on the day and date of the signing of the Marital Dissolution Agreement.

The parties further agree that Husband shall be responsible, indemnify and hold Wife harmless.

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for any and all indebtedness associated with the house and lot located at 9571 Liberty Church Road, Williamson County, Brentwood, Tennessee, including all mortgage payments, property taxes, insurance expenses, including liability, major repairs (HVAC, plumbing, electrical, roofing etc.) and fire insurance. After first providing 24 hour notice to Wife, Husband shall provide the following:

1. Husband shall mow grass in the front portion of the house once every two weeks and Husband shall maintain landscaping around home twice per year;
2. Husband shall mow the pasture once every two weeks from April 1 until September 1;

Husband agrees that he will indemnify and hold Wife harmless from any default on any of the indebtedness associated with this property.

Husband shall permit Wife to reside in 9571 Liberty Church Road, Williamson County, Brentwood, Tennessee until August 20, 2018. Wife shall have exclusive possession of the home while residing therein. While residing in the home, she shall provide payment for all utilities and horse health and maintenance related items. Wife shall be permitted to keep the fence in a manner to contain the horses at her discretion. Neither party shall be permitted to remove the fence nor is any party required to otherwise repair or maintain the fence.

Husband shall have exclusive possession of this residence beginning on August 21, 2018. Husband's ownership shall be subject to Wife's security interest set forth in this agreement.

G. **16 Port Royal Way, Escambia County, Pensacola, Florida**. The parties acknowledge that 16 Port Royal Way, Escambia County, Pensacola, Florida is titled in Husband's name. The parties agree that the house and lot located at 16 Port Royal Way, Escambia County, Pensacola, Florida, shall be considered the sole and exclusive property of Husband, free and clear of any interest Wife may have therein. The parties agree that Wife shall execute a Quitclaim Deed transferring all of her right, title, and interest that she may have in the above property on the day and date of the signing of the Marital Dissolution Agreement.

Husband herein affirms there are no debts or outstanding liabilities associated with the house and

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lot located at 16 Port Royal Way, Escambia County, Pensacola, Florida. Husband shall be responsible, indemnify and hold Wife harmless for all property taxes, insurance expenses, including liability and fire insurance, all maintenance and upkeep expenses of the home, as well as all other expenses associated with the ownership of the house and lot located at 16 Port Royal Way, Escambia County, Pensacola, Florida.

Husband's ownership shall be subject to Wife's security interest set forth in this agreement. Husband shall receive any and all furniture and furnishings located at 16 Port Royal Way, Escambia County, Pensacola, Florida.

V. PERSONAL PROPERTY

A. HOUSEHOLD FURNITURE AND FURNISHINGS:

1. **9649 Masonwood Lane, Williamson County, Brentwood, Tennessee.** The parties agree that all right, title and interest of Wife in and to the household furniture and furnishings and personal property situated at 9649 Masonwood Lane, Williamson County, Brentwood, Tennessee, are hereby divested from Wife and vested absolutely in Husband, free and clear of any interest she may have therein.

2. **1415 Richland Woods Lane, Davidson County, Nashville, Tennessee.**

Husband shall receive all furniture and furnishings located at 1415 Richland Woods Lane, Davidson County, Nashville, Tennessee. Husband agrees to hold Wife harmless from any default or liability thereon. Husband shall have the piano located at 1415 Richland Woods Lane delivered to Wife in exchange for the Hale Company piano located at 9571 Liberty Church Road. He shall have and pick up his Hale Company piano.

4. **9571 Liberty Church Road, Williamson County, Brentwood, Tennessee.**

Wife shall receive all furnishings located at 9571 Liberty Church Road, Williamson County, Brentwood, Tennessee.

5. **Art Collection/ Guitar Collection.** Husband shall be granted the Art Collection and Guitar Collections as his separate property. The parties agree that all right, title and interest of Wife in and to the art collections are hereby divested from Wife and vested absolutely in Husband, free and clear of any

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interest she may have therein.

8. **Three (3) Horses/Ponies.** The parties agree that all right, title and interest of Husband in the three horses/ponies are hereby divested from Husband and vested absolutely in Wife, free and clear of any interest he may have therein. Husband shall receive the dogs.

9. **Husband's Family Jewerly, Watches, Mother's Diamond Jewelry.** The parties agree that all right, title and interest of Wife in Husband's family's jewelry, watches, Mother's Diamond jewelry are hereby divested from Wife and vested absolutely in Husband, which were inherited by him from his Mother which is separate property, free and clear of any interest she may have therein.

10. **Wife's Jewelry, Wedding & Engagement Ring, Two (2) Necklaces.** The parties agree that all right, title and interest of Husband in jewelry, wedding & engagement ring, two (2) necklaces, are hereby divested from Husband and vested absolutely in wife, free and clear of any interest he may have therein. These items are already in Wife's possession.

11. **Third Home Points.** The parties agree they currently have thirty-seven (37) third home points. The parties shall divide the points equally. The parties understand Husband may not be permitted to transfer ownership of points to Wife therefore, he shall facilitate Wife's usage of her designated points. Wife shall not be entitled to any points after execution.

B. VEHICLES:

Upon first providing 24 hours' notice to Wife, Husband shall retrieve his automobiles and motorcycle and one (1) lift granted to him which stored the Liberty Church property within 120 days. The three (3) remaining lifts shall remain at the house and remain the property of Husband.

1. **1966 Corvette**.

The parties agree that Husband shall have sole title and possession of the 1966 Corvette. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify

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Husband

and hold Wife harmless from any default or liability thereon.

2. **1990 Harley Davidson**.

The parties agree that Husband shall have sole title and possession of the 1990 Harley Davidson. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

3. **2012 Range Rover Sport**.

The parties agree that Wife shall have sole title and possession of the 2012 Range Rover, bearing VIN number SALSK2D43CA752732. The parties further agree that Wife shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Wife further agrees to indemnify and hold Husband harmless from any default or liability thereon.

4. **2012 BMW 5351 (Sons)**.

The parties agree that Husband shall have sole title and possession of the 2012 BMW 5351. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

5. **2012 Jaguar XKR-S**.

The parties agree that Husband shall have sole title and possession of the 2012 Jaguar XKR-S. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

6. **1978 CJ-Y Golden Eagle Edition**.

The parties agree that Husband shall have sole title and possession of the 1978 CJ-Y Golden Eagle

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Edition. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

7. **1974 Cadillac Eldorado**.

The parties agree that Husband shall have sole title and possession of the 1974 Cadillac Eldorado. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

8. **1978 Pontiac Trans Am**.

The parties agree that Husband shall have sole title and possession of the 1978 Pontiac Trans Am. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

9. **2008 Dodge Challenger Super Charged**.

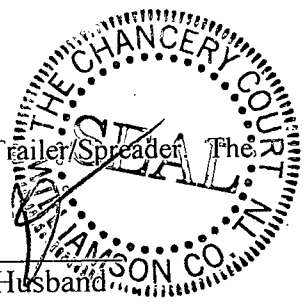
The parties agree that Husband shall have sole title and possession of the 2008 Dodge Challenger Super Charged. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

10. **1975 Mercedes 450 SLC**.

The parties agree that Husband shall have sole title and possession of the 1975 Mercedes 450 SLC. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

11. **2005 Horse Trailer/Spreader**.

The parties agree that Wife shall have sole title and possession of the 2005 Horse Trailer/Spreader. The



parties further agree that Wife shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Wife further agrees to indemnify and hold Husband harmless from any default or liability thereon.

12. **2001 Sea Ray/290 Sundancer**.

The parties agree that Husband shall have sole title and possession of the 2001 Sea Ray/290 Sundancer. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

13. **2006 31'Larson Cabrio**.

The parties agree that Husband shall have sole title and possession of the 2006 31' Larson Cabrio. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

14. **2006 Arctic Cat ATV**.

The parties agree that Husband shall have sole title and possession of the 2006 Artic Cat ATV. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

15. **2001 65' Viking Sport Princess Cruiser Yacht**.

The parties agree that Husband shall have sole title and possession of the 2001 65' Viking Sport Princess Cruiser Yacht. The parties further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

16. **2008 Lawn Mower**.

The parties agree that Husband shall have sole title and possession of the 2008 Lawn Mower. The parties

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Wife

Husband

further agree that Husband shall be responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

VI. BANK ACCOUNTS/SECURITIES

A. **Merrill Lynch 54C-28A22 MLPA Account**.

The parties agree that Husband will retain the funds in this account, free and clear of any interest Wife may have therein.

B. **Merrill Lynch 54C11868 Sam Finkelstein Account**.

The parties agree that Husband will retain the funds in this account, free and clear of any interest Wife may have therein.

C. **Merrill Lynch Bank of America Account# 7498**.

The parties agree that Husband will retain the funds in this account, free and clear of any interest Wife may have therein.

D. **Mark Stevens Realty, d/b/a Stage Coach Checking Account #9075**

The parties agree that Husband will retain the funds in this account, free and clear of any interest Wife may have therein.

E. **Bank of America Account #9473**

The parties agree that Husband will retain the funds in this account, free and clear of any interest Wife may have therein.

F. **Bank of America Account #6723**

The parties agree that Husband will retain the funds in this account, free and clear of any interest Wife may have therein.

G. **Bank of America Account #8860**

The parties agree that Husband will retain the funds in this account, free and clear of any interest Wife may have therein.

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Wife

Husband

H. **Mark Stevens Realty, Small Business Account Checking Account#3893**.

The parties agree that Husband will retain the funds in this account, free and clear of any interest Wife may have therein.

I. **Mark Stevens Realty Group, LLC Checking Account#3996**.

The parties agree that Husband will retain the funds in this account, free and clear of any interest Wife may have therein.

J. **Wife's Bank of America (Individual)**.

The parties agree that Wife will retain the funds in this account, free and clear of any interest Husband may have therein.

K. **Merrill Lynch 54C-17278 Janus Large Cap Growth Account**.

The parties agree that Husband will retain the funds in this account, free and clear of any interest Wife may have therein.

VII. RETIREMENT ACCOUNTS

A. **Morgan Stanley Traditional IRA Account**.

The parties agree that the assets in this account will be retained by Husband, free and clear of any interest Wife may have therein.

B. **Merrill Lynch 54C-75H52 IRA Account**.

The parties agree that the assets in this account will be retained by Husband, free and clear of any interest Wife may have therein.

C. **Merrill Lynch 54C-11917 IRA Account**.

The parties agree that the assets in this account will be retained by Husband, free and clear of any interest Wife may have therein.

VIII. DEBTS

The parties agree that they will be solely responsible for their own individual indebtedness as set

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forth in this Agreement as well as any individual indebtedness that each has incurred in their own name.

Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of the execution of this Agreement.

Except as otherwise provided herein, the parties agree they shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by them and further agrees to hold the other party harmless from any liability for such debts.

In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by law, contract or pursuant to the terms of the parties' agreement announced to the Court at the hearing of this cause and set forth herein, the party against whom the claim is made shall be entitled to recover from the other party the amount of any payment he or she makes, including interest and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

Husband shall be solely responsible for the Merrill Lynch 54C-10126 (The Loan Management Account). Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon and ensure Wife's name is not affiliated with this debt in any way within thirty (30) days.

Pursuant T.C.A. 36-4-134 this Marital Dissolution 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 the decree for an account, any debt associated with an account or any debt. It may be in the parties' best interest to cancel, close or freeze any jointly held accounts.

Father's obligation(s) under this paragraph is a "domestic support obligation", which is non-dischargeable in bankruptcy pursuant to 11 U.S.C. §523(a)(5).

IX. HEALTH INSURANCE

Each party shall maintain their own health insurance.

X. BUSINESS INTERESTS

A. **Mark Steven's Realty Group**.

The parties agree that any interest that Wife may have in Mark Steven's Realty Group shall be divested

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from Wife and divested absolutely in Husband.

B. **Mark Stevens Enterprises, Inc.**

The parties agree that any interest that Wife may have in Mark Stevens Enterprises, Inc. shall be divested from Wife and divested absolutely in Husband.

C. **East Coast Equipment Brokers**

The parties agree that any interest that Wife may have in East Coast Equipment Brokers shall be divested from Wife and divested absolutely in Husband.

XI. LIFE INSURANCE

See the attached Permanent Parenting Plan for life insurance information regarding the children. If, for any reason, Wife does not receive the life insurance to which she is entitled by the terms of this paragraph, Husband's obligation to pay child support to Wife shall survive Husband's death and shall constitute a claim against Husband's estate.

XII. ALIMONY *IN SOLIDO*, SECURITY

The Husband shall immediately pay Wife, upon the entry of the Final Decree of Divorce in this cause, the lump sum of $350,000.00 as alimony *in solido* and further division of marital assets. In addition, as further divisions of assets, Husband shall pay directly to Wife an additional lump sum of $2,800,000.00 as alimony *in solido* on or before August 20, 2018. The initial required payment of $350,000.00 shall constitute a judgment in favor of Wife against Husband for which execution may issue when due and Wife shall be awarded a statutory interest after the date of the Final Decree. Husband's required payment of $2,800,000.00 shall constitute a judgment in favor of Wife against Husband for which execution may issue when due and Wife shall be awarded a statutory interest said amount beginning August 20, 2018. None of the forgoing payments shall be includable in Wife's income for federal income tax purposes nor shall they be deductible to Husband.

By the execution of this agreement, Husband's obligation shall be secured by a lien against Husband's interest in the following assets, if requested by Wife, Husband shall execute security

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KNOX CO. TN

LF
Wife

Husband

agreements/individual liens for each properties:

1. 230 Stage Coach Way, Edward, Colorado, Lot 17, Block 1, Cordillera Subdivision, Filing No. 36, A Resubdivision of Tract D & Tract J. Cordillera Subdivision, Filing No. 35, According to the plat recorded January 31, 2000 Reception No. 721641, County of Eagle, State of Colorado.

2. 9571 Liberty Church Road, Brentwood, Tennessee, located in the Sixteenth (16th) Civil District of Williamson County, Tennessee, and being Lot 2, containing 15.36 acres, more or less of the Resubdivision of Lot 2, Liberty Farm Final Subdivision Plat, as shown on plat of record in Plat Book P41, Page 85, Register's Office of Williamson County, Tennessee.

3. 1415 Richland Woods Lane, Brentwood, Tennessee, land in Davidson County, Tennessee, being Lot(s) 11, as shown on the map entitled Richland Woods Subdivision, Cluster Lot Development, of record in Instrument No. 20051128-0142574, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

4. 9649 Masonwood Lane, Brentwood, Tennessee, land in Williamson County, Tennessee, being Lot No. 7 on the Plan of Final Plat The Estates of Magnolia Vale, of record in Plat Book 38, page 105, as revised in Plat Book 38, Page 131, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete legal description thereof.

5. 16 Port Royal Way, Pensacola, Florida, Unit 16-E of Port Royal, a Condominium according to the Declaration of Condominium reordered in Official Record Book 1937 at pages 113 through 279 of the public records of Escambia County, Florida as amended by First Amendment to Declaration of Condominium for Port Royal, adding surveyor's certificate of completion recorded in Official Record Book 1969 at page 241 of the public record of said County, including as an appurtenance thereto mentioned, as set forth in the Declaration of Condominium.

In the event Husband desires to sell any of the above properties being listed as security herein prior to satisfying judgements to Wife herein awarded to her under this paragraph, he shall substitute other collateral suitable to the Wife or pay all proceeds realized from the sale toward Wife's judgement upon closing on said property.

If timely payment to Wife under this part has not been made by Husband, each of the above

CHANCERY COURT
WILLIAMSON CO. TN

Wife

Husband

properties listed shall be immediately sold to satisfy Husband's obligation and satisfy Wife's judgement stated herein above in a manner the court deems appropriate.

Father's obligation(s) under this paragraph is a "domestic support obligation", which is non-dischargeable in bankruptcy pursuant to 11 U.S.C. §523(a)(5).

XIV. INCOME TAXES

A. **Previous Years Tax Liability**. The parties agree that with respect to federal and state income taxes for the years of the marriage, for which the parties have filed joint federal and state income tax returns, Husband shall be solely responsible for payment of and shall pay promptly when due, all taxes and deficiencies in taxes, together with all interest and penalties assessed as deficiencies and, further, Husband further indemnifies and agrees to hold Wife harmless from any liabilities, assessments, deficiencies, and other costs, including, but not limited to, attorney's fees, accountant's fees, arising by reason of Husband's failure to pay taxes when due, including penalties and interest.

In addition, Husband agrees that he will indemnify and hold Wife harmless from any and all financial responsibility to the federal or state taxing authorities for later imposed tax payments, deficiencies, penalties or interest and/or costs related to amendments to the parties' joint tax returns, which may arise from any understatement of income, overstatement of deductions and/or tax credits, loss carryovers, tax shelters, or any other reason relating to income received by Husband or assets controlled by him.

The parties further agree that any costs or fees necessary to defend any deficiency, penalty or interest claim or any other taxing authority claims with respect to the parties' joint federal or state tax returns shall be assumed and paid by Husband.

XV. ATTORNEY'S FEES

The parties agree that each one of them will be responsible for their own individual attorney's fees, costs and expenses incurred by each of them in the preparation, prosecution and settlement of this divorce case without reimbursement, recoupment or repayment from the other in any

CIRCUIT COURT SEAL WILLIAMSON CO. TN

form whatsoever. Husband shall be responsible for paying litigation fees and mediation fees payable to Neil Campbell. In addition, the parties will equally divide any cost related to supplemental appraisals of the parties 'property related thereto.

XVI. COURT COSTS

Husband shall be responsible for paying mediation fees payable to Neil Campbell. In addition, the parties will equally divide any cost related to supplemental appraisals of the parties' property related thereto.

XVII. FULL DISCLOSURE

The parties agree and affirm by execution of this document there are no other assets than those assets specifically listed herein. The parties acknowledge that to the best of their knowledge there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest and the parties warrant and represent that the individual values placed upon the assets by the parties to this cause are a fair and accurate representation of the value of the asset. Should it develop that there were any undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same or if it is later determined that the value of an asset was intentionally or negligently misrepresented by either party, the party to whom the misrepresentation was made shall have a right to an equitable share of the true fair value of the asset. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

XVIII. INDEMNIFICATION

In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and

IN THE CHANCERY COURT SEAL WILSON CO. TN

any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

In the event it becomes reasonably necessary for either party to institute or defend legal proceedings related to the enforcement of any provision of this Agreement, the prevailing party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in connection with such proceedings.

XIX. ENFORCEMENT

In the event there develops a conflict as to the enforcement or interpretation of any provision of this Agreement by either party to this Agreement, or if either party wishes to Petition the Court for other relief relative to custody, visitation, child support, the payment of expenses for the child(ren), or any other issue involving the parties' relationship with their child(ren) and each other under any of the terms of this Agreement, the parties agree that each will first seek mediation through a qualified family mediator. In the event that the parties cannot resolve their differences through mediation and after all mediation attempts have been exhausted as an alternative to litigation, either party may Petition the court for relief.

The parties further agree that in the event either party brings an action in Court without first seeking mediation to resolve their dispute, then that person who breaches the agreement relative to mediation shall pay the costs and expenses to the other party of having to defend an action brought in Court prior to attempting to resolve the dispute through mediation.

XX. BINDING ON ESTATES

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

XXI. FINAL SETTLEMENT

It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Chancery Court for Williamson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

It is understood and agreed between the parties that this Agreement is intended to be a final

CHANCERY COURT
STATE
WILLIAMSON CO. TN

Wife

Husband

settlement of all property rights, 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, curtsy, 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 is provided by the terms of this Agreement. This Agreement applies to all property now owned by each party, individually or jointly, or any property that either of them may acquire in the future.

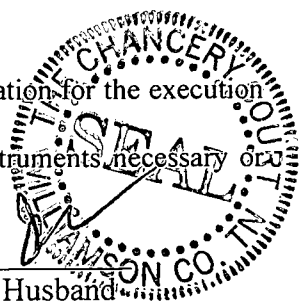
The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party and which designated the other party as a beneficiary shall be and are hereby revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to the 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 hereinafter executed designating the other party as a beneficiary.

XXII. VOLUNTARY AGREEMENT

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. The provisions in this Agreement and their legal effects are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

XXIII. FUTURE COOPERATION

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



Wife

Husband

required in order to implement the terms of this Agreement.

XXIV. SEVERABILITY

In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, the invalidity of such individual provision shall not affect the other provisions of this Agreement, said provision being severable.

XXV. AMENDMENTS

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

XXVI. ENTIRE UNDERSTANDING

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

XXVII. JURISDICTION

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

IN WITNESS WHEREOF, the parties, having read this instrument and familiarized themselves thoroughly with its contents, have signed and executed said instrument on the dates below written.

Leslie Ann Finkelstein
LESLIE ANN FINKELSTEIN

STATE OF TENNESSEE)
COUNTY OF)

SWORN to and subscribed before me this 20th day of February 2017.

Delayna Josie Lapearl Hill
NOTARY PUBLIC

DELAYNA JOSIE LAPEARL HILL
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

My Commission Expires: 9/18/18

LF
Wife

THE CHANCERY COURT SEAL WILLIAMSON CO. TN

Husband

MARK STEVEN FINKELSTEIN

STATE OF TENNESSEE)
COUNTY OF)

SWORN to and subscribed before me this 20th day of February, 2017.

NOTARY PUBLIC

My Commission Expires: 9/18/18

DELAYNA JOSIE LAPEARL HILL
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

Wife

IN THE CHANCERY COURT
WILLIAMSON CO. TN
SEAL

Husband

STATE OF TENNESSEE	COURT *(Must be completed)* CHANCERY	COUNTY *(Must be completed)* WILLIAMSON

FILED
WILLIAMSON COUNTY
CLERK & MASTER

PERMANENT PARENTING PLAN ORDER

☐ PROPOSED [X] AGREED ☐ ORDERED BY THE COURT

2017 FEB 21 PM 3:14

FILE NO. 44034 *(Must be completed)*

ENTERED _____

DIVISION _____

PLAINTIFF *(Name: First, Middle, Last)*	DEFENDANT *(Name: First, Middle, Last)*
LESLIE ANN FINKELSTEIN	MARK STEVENE FINKELSTEIN
[X]Mother ☐☐☐Father	☐☐☐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	Date of Birth
Blake Finkelstein	6/29/1999
Katie Finkelstein	8/23/2001

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Mother.

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

Mother 245 days Father 120 days

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

Mother 182.5 days Father 182.5 days

B. DAY-TO-DAY SCHEDULE

The [X] mother ☐ father shall have responsibility for the care of Katie Finkelstein except at the following times when the other parent shall have responsibility:

From Thursday at 5:00 p.m. to Monday return to school or at 8:00 a.m. if no school.

☐ every week [X] every other week ☐ other: _____

CLERK & MASTER WILLIAMSON CO. TN

Blake Finkelstein is 17 years old. The parties agree Blake shall alternate weeks with each parent. The exchange shall occur Sunday at 5:00 p.m.

Each parent shall encourage the other parent's parenting time. The children will be allowed his/her designated vehicle at the other parent's home. After age 16, it is expected that generally children will provide his or her own transportation to the other parent's home.

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	**ODD**	**EVEN**
Martin Luther King Day	**EVEN**	**ODD**
President's Day	**ODD**	**EVEN**
Easter Day (unless otherwise coinciding with spring vacation)	**EVEN**	**ODD**
Mother's Day	**EVERY**	
Memorial day (if no school)	**ODD**	**EVEN**
Father's Day		**EVERY**
July 4th	**EVEN**	**ODD**
Labor Day	**ODD**	**EVEN**
Halloween		
Thanksgiving Day & Friday	**ODD**	**EVEN**

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_____.

D. FALL VACATION (*If applicable*)

Fall Vacation shall be from the time school is dismissed for Fall Vacation until the night before school resumes at 6:00 p.m. The parties will alternate Fall Vacation, Mother having Even years and Father shall have Odd years.

E. WINTER VACATION

Each year, the [X] mother ☐ father shall have the child or children for the first period from the day and time school is dismissed until December 26th at 2:00 p.m. ☐☐in odd-numbered years [X] in even-numbered years ☐ every year. The other parent will have the child or children for the second period from the day and time indicated above until 6:00 p.m. on January 2nd.
Other agreement of the parents: _____

F. SPRING VACATION (*If applicable*)

Spring Vacation shall be from the time school is dismissed for Spring Vacation until the following Friday at 5:30 p.m. The parties will alternate Spring Vacation, Mother having Odd years and Father shall have Even years.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows: Each party shall have two (2) fourteen (14) day periods, of uninterrupted parenting time with the minor children. By April 1st in Even years, Mother shall select her fourteen (14) day period of parenting time to be exercised. Father will select first in Odd years. Thereafter, by April 15th, Father shall select his fourteen (14) day period of parenting time to be exercised. Each party shall notify the other party of his or her selected weeks of time in writing (text/email). The parties will alternate first selection each and every year. A parties' summer parenting time shall not interfere with Holiday Time set forth in Paragraph I(C.). If the party who is scheduled to select first fails to choose their weeks by texting / emailing the other party by 5:00 p.m. Central Standard Time on April 14th, the party who is scheduled to select second shall select first by default for that calendar year.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: The party beginning his or her parenting time shall pick up the children.
Payment of long distance transportation costs *(if applicable):* ☐ mother [X] father ☐ both equally.
Other arrangements: _____.
If a parent does not possess a valid driver's license, he or she must make reasonable transportation arrangements to protect the child or children while in the care of that parent.

I. SUPERVISION OF PARENTING TIME *(If applicable)*

☐ **Check if applicable**

Supervised parenting time shall apply during the day-to-day schedule as follows:
☐ Place: _____.
☐ Person or organization supervising: _____.
☐ Responsibility for cost, if any: ☐ mother ☐ father ☐ both equally.

J. OTHER

N/A

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

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

B. MAJOR DECISIONS

Major decisions regarding each child shall be made as follows:

Educational decisions	☐ mother	☐ father	[X] joint
Non-emergency health care	☐ mother	☐ father	[X] joint
Religious upbringing	☐ mother	☐ father	[X] joint
Extracurricular activities	☐ mother	☐ father	[X] joint

THE CERY COURT SEAL IN WILLIAMSON CO. TN

_____ ☐ mother ☐ father ☐ joint

The parties shall equally divide the cost of Katie's counseling, music lessons, travel choir, agreed camps and Senior year High School educational expenses (ACT, SAT, Advanced Placement, ect.)

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 7,000.00
Mother's gross monthly income is $2,500.00

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 $1,021.00 ☐ weekly [X] monthly ☐ twice per month ☐ every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit 1.***
   b. Blake Finkelstein emancipates on June 29, 2017. Beginning July 1, 2017, the ☐ mother [X] father shall pay to the other parent as regular child support the sum of $738.00 ☐ weekly [X] monthly ☐ twice per month ☐ every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit 2.***

   If this is a deviation from the Child Support Guidelines, explain why:
   _____

2. Retroactive Support: A judgment is hereby awarded in the amount of $_____ to ☐ mother ☐☐father against the child support payor representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from _____ which shall be paid (including pre/post judgment interest) at the rate of $_____ per ☐ week ☐ month ☐ twice per month ☐ every two weeks until the judgment is paid in full.

3. Payments shall begin on the 1st day of March, 2017 and continue the 1st of the month thereafter.

This support shall be paid:

☐ directly to the other parent.
X to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent from there to the other parent at: 9571 Liberty Church Road, Brentwood, Tennessee.

☐ A Wage Assignment Order is attached to this Parenting Plan.
☐ by direct deposit to the other parent at _____ Bank, for deposit in account no. _____.
☐☐ income assignment not required; Explanation:_____
☐ other:_____
The parents acknowledge that court approval must be obtained before child support can be reduced or modified.

THE CHANCERY COURT SEAL WILLIAMSON TN

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

B. FEDERAL INCOME TAX EXEMPTION*

The mother is the parent receiving child support.

In odd years, Mother shall claim the children.

In even years, Father shall claim the children.

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

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

- IRS Forms W-2 and 1099 shall be sent to the other parent on or before February 15.
- A copy of his or her federal income tax return shall be sent to the other parent on or before April 15 or any later date when it is due because of an extension of time for filing.
- The completed form required by the Department of Human Services shall be sent to the Department on or before the date the federal income tax return is due by the parent paying child support. *This requirement applies only if a parent is receiving benefits from the Department for a child.*

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

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child or children will be:

☐ maintained by the mother
[X] maintained by the father
☐ maintained by both

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

Uncovered reasonable and necessary medical expenses, which may include but is not limited to, deductibles or co-payments, eyeglasses, contact lens and routine annual physicals will be paid by ☐ mother ☐ father [X] equally by the parties. 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 ☐ mother [X] father shall maintain dental, orthodontic, and optical insurance on the minor child or children.

E. LIFE INSURANCE

In lieu of life insurance, the Mother shall be granted a claim and judgment against Father's estate in the amount of $30,000.00 should Father decease prior to both minor children emancipating.

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THE CLANCY COURT
WILLIAMSON CO. TN

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

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

VI. RIGHTS OF PARENTS

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

(1) The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations;
(2) The right to send mail to the child which the other parent shall not open or censor;
(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any event of hospitalization, major illness or death of the child;
(4) The right to receive directly from the child's school any school records customarily made available to parents. (The school may require a written request which includes a current mailing address and upon payment of reasonable costs of duplicating.) These include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;
(5) Unless otherwise provided by law, the right to receive copies of the child's medical health or other treatment records directly from the physician or health care provider who provided treatment or health care. (The keeper of the records may require a written request which contains a current mailing address and the payment of reasonable costs of

duplication.) No person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person;

(6) The right to be free of unwarranted derogatory remarks made about the parent or his or her family by the other parent to the child or in the presence of the child;

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

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

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

VII. NOTICE REGARDING PARENTAL RELOCATION

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

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than fifty (50) miles from the other parent within the state, the relocating parent shall send a notice to the other parent at the other parent's last known address by registered or certified mail. Unless excused by the court for exigent circumstances, the notice shall be mailed not later than sixty (60) days prior to the move. The notice shall contain the following:

(1) Statement of intent to move;
(2) Location of proposed new residence;
(3) Reasons for proposed relocation; and
(4) Statement that the other parent may file a petition in opposition to the move within thirty (30) days of receipt of the notice.

VIII. PARENT EDUCATION CLASS

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

THE CHANCERY COURT SEAL WILLIAMSON COUNTY

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

Leslie ann Finkelstein 2.20.2017 Franklin TN

Mother Date and Place Signed

Sworn to and subscribed before me this 20th day of February, 2017.

My commission expires: 9/18/18

Notary Public

DELAYNA JOSIE LAPEARL HILL NOTARY PUBLIC STATE OF TENNESSEE MAURY COUNTY

Mark Finkelstein 2-2017 Franklin TN

Father Date and Place Signed

Sworn to and subscribed before me this 20th day of February, 2017.

My commission expires: 9/18/18

Notary Public

DELAYNA JOSIE LAPEARL HILL NOTARY PUBLIC STATE OF TENNESSEE MAURY COUNTY

APPROVED FOR ENTRY:

Michael T. Fort, BPR#025388
509 New Highway 96 West, Suite 201
Franklin, Tennessee 37064
(615) 550-2800
Attorney for Leslie Ann Finkelstein

D. Scott Parsley, BPR#13606
219 Second Avenue North, Suite 300
Nashville, Tennessee 37201
(615) 244-2202
Attorney for Mark Finkelstein

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 27 day of February, 2017.

Judge or Chancellor

FILED IN THE CHANCERY COURT SEAL WILLIAMSON CO. TN

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:	Leslie Ann Finkelstein	X		
Name of Father:	Mark Steven Finkelstein		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
Katie Finkelstein	8/23/2001	245	120	
Blake Finkelstein	6/29/1999	182.5	182.5	

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	$ 1,257.00	$ 7,000.00	
	1a	Federal benefit for child	+	+	
	1b	Self-employment tax paid	-	-	
	1c	Subtotal	1,257.00	7,000.00	
	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)	$ 1,257.00	$ 7,000.00	
2a		Combined Adjusted Gross Income	$8,257.00		
3		Percentage Share of Income (PI)	15%	85%	

Part III. Parents' Share of BCSO

4		BCSO allotted to primary parent's household	$ 1358.00	$ 0.00	$ 0.00
4a		Share of BCSO owed to primary parent	$ 0.00	$ 1154.30	
5		Each parent's average parenting time	N/A	151	
6		Parenting time adjustment	$ N/A	$ -133.38	
7		Adjusted BCSO	$ 0.00	$ 1,020.92	

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Child Support Worksheet

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	$ 1,020.92	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 1,021.00

* 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):	$	$
15	Final Child Support Order (FCSO)	$ 0.00	$ 1,021.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 1,021.00

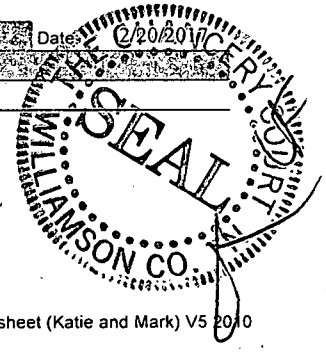
Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name:

Title:

Date: 2/20/2017



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:	Leslie Ann Finkelstein	X		
Name of Father:	Mark Steven Finkelstein		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
Katie Finkelstein	8/23/2001	245	120	

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		$ 2,500.00	$ 7,000.00	
1a	Federal benefit for child		+	+	
1b	Self-employment tax paid		-	-	
1c	Subtotal		2,500.00	7,000.00	
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)		$ 2,500.00	$ 7,000.00	
2a	Combined Adjusted Gross Income	$9,500.00			
3	Percentage Share of Income (PI)		26%	74%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 1122.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 830.28	
5	Each parent's average parenting time	N/A	120	
6	Parenting time adjustment	$ N/A	$ -91.91	
7	Adjusted BCSO	$ 0.00	$ 738.37	

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Child Support Worksheet

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	$ 738.37	

Part V. Presumptive Child Support Order

		OBLIGATION		
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 738.00	

* 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):	$	$	
15	Final Child Support Order (FCSO)	$ 0.00	$ 738.00	
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 738.00	

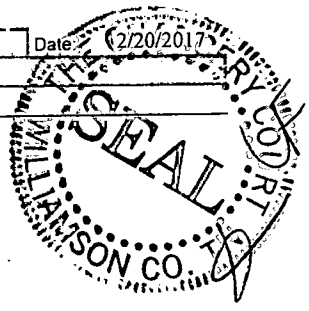
Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name:

Title:

Date: 2/20/2017



It is further **ORDERED, ADJUDGED AND DECREED** that Wife shall be, and is hereby, awarded an absolute divorce from Husband, that the parties shall be, and are hereby, restored to all of the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further **ORDERED, ADJUDGED AND DECREED** that this Final Decree of Divorce and Marital Dissolution Agreement satisfies any and all prior award of attorney fees and sanctions, and such shall be considered paid in full.

It is further **ORDERED, ADJUDGED AND DECREED** that Michael T. Fort and D. Scott Parsley shall be relieved as attorney of record for their respective parties.

It is further **ORDERED, ADJUDGED AND DECREED** that any remaining Court costs of this cause shall be, and are hereby, taxed to both parties equally for which execution may issue, if necessary.

It is further **ORDERED, ADJUDGED AND DECREED** that execution may issue to enforce any of the provisions of this Decree.

IT IS SO ORDERED.

ENTERED this the 27 day of February, 2017.

JUDGE JOSEPH A. WOODRUFF

THE CHANCERY COURT SEAL WILLIAMSON CO. TN

APPROVED FOR ENTRY:

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Attorney for Wife

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(615) 244-8118
sparsley@dscottparsleyandassociates.com
Attorney for Mark Finkelstein

THE CHANCERY COURT SEAL WILLIAMSON CO. TN

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing FINAL DECREE was forwarded to the following:

___ U.S. Mail
___ E-mail
___ Facsimile
___ Hand-delivery

Scott Parsley
219 2nd Ave. N, Ste. 300
Nashville, TN 37201

Michael T. Fort
509 New Hwy 96 W, Ste 201
Franklin, TN 37064

This 27 day of February 2017.

CLERK D.C