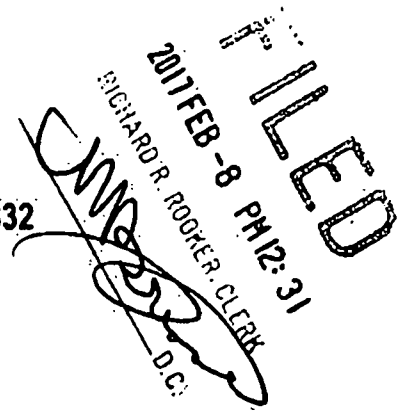
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IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY TENNESSEE
AT NASHVILLE



LYDIA ELEANORE WENTE	)	
Plaintiff,	)	
vs.	)	**Docket No. 16D-1832**
	)	
KRISTOPHER MICHAEL WENTE	)	
Defendant.	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 8th day of February, 2017, before the Honorable ~~Phillip Robinson~~ Philip E. Smith, Judge of the ~~Third~~ Fourth Circuit Court for Davidson County, Tennessee, sitting by Interchange upon the Complaint for Divorce filed by the Plaintiff/Wife the testimony of the Wife, parties' properly executed Marital Dissolution Agreement, statements of counsel and the entire record herein from all of which the Court affirmatively finds that the parties have irreconcilable differences in their marriage; and that they have entered into a Marital Dissolution agreement providing for an equitable division of their assets and liabilities and a Parenting Plan providing for the care and support of their minor child.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that the Plaintiff/Wife, LYDIA ELEANORE WENTE, is hereby awarded an absolute divorce from the Defendant/Husband, KRISTOPHER MICHAEL WENTE, and that the parties are each restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED the Marital Dissolution Agreement and Parenting Plan are approved by the Court and incorporated into the final decree of divorce as the judgment of the Court as follows:

BILL GARRETT, Davidson County
Trans:T20170020542 DEEDDIV
Recvd: 03/09/17 15:08 21 pgs
Fees:107.00 Taxes:0.00
20170309-0023568

Copy

IN THE THIRD CIRCUIT COURT OF DAVIDSON COUNTY TENNESSEE
AT NASHVILLE

2017 JAN 26 AM 10:01

LYDIA ELEANORE WENTE	)	
Plaintiff,	)	
vs.	)	**Docket No. 16D-1832**
	)	
KRISTOPHER MICHAEL WENTE	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made and entered into by and between LYDIA ELAEANORE WENTE, referred to herein as Wife, and KRISTOPHER MICHAEL WENTE, referred to herein as Husband;

WITNESSETH:

WHEREAS, the Husband and Wife were married on May 17, 2008, and resided together in that relationship until their separation on September 15, 2016, and,

WHEREAS, the Wife has filed in the Third Circuit Court of Davidson County, Tennessee, a suit for divorce styled LYDIA ELEANORE WENTE V. KRISTOPHER MICHAEL WENTE, Docket No. 16D-1832, seeking an absolute divorce; and,

WHEREAS, the parties desire to enter into the following agreement as a complete and final settlement with respect to the division of their property and their financial obligations;

NOW, THEREFORE, in consideration of these premises, the Husband and Wife agree as follows:

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1. **DIVORCE:**

The Wife shall proceed to trial and obtain a divorce on the ground of irreconcilable differences, and the parties shall be restored to all the rights and privileges of unmarried persons.

2. **REAL ESTATE:**

The marital residence located at 421 Coventry Drive, Nashville, TN 37211, titled in the names of the parties jointly, is awarded to the Wife. The Husband is divested of all right, title, and interest in said property and all right, title and interest in said property is vested solely in the Wife. Wife shall be responsible for all liability relative to ownership of said property including the mortgage to SWBC Mortgage, in the approximate principal sum of TWO HUNDRED SIXTY TWO THOUSAND DOLLARS ($262,000.00) in the names of the parties jointly, for all of which she indemnifies Husband and holds him harmless. Wife shall refinance the mortgage in her individual name within sixty (60) months of the date of the final decree of divorce or the house shall be sold, releasing Husband from all liability for the payment of the mortgage. Husband has executed a quitclaim deed transferring his interest in the marital residence to the Wife.

The residence of the Husband located at 519 Landmark Court, Nashville, TN 37211, titled in the names of the parties jointly, is awarded to the Husband. Husband shall be responsible for all liability relative to ownership of said property, including the mortgage to SWBE Mortgage, in the approximate principal sum of ONE HUNDRED THIRTHY-TWO THOUSAND DOLLARS ($132,000.00) in the names of the parties jointly, for all of which he indemnifies Wife and holds her harmless. Husband shall refinance the mortgage in his individual name on or before the expiration of sixty (60) months from the date of the final decree of divorce or the property shall be sold, releasing the Wife from all liability for the payment of the mortgage. Wife has executed a quit claim deed transferring her interest, in the

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property to the Husband with the exception of a lien to secure the cash payment to her of FORTY THOUSAND DOLLARS ($40,000.00) representing a portion of her share of the marital estate to be paid on or before the expiration of sixty (60) months from the date of the final decree of divorce. The real estate is described as follows:

A certain Towhouse located in Davidson County, Tennessee being Unit No. 10 of Landmark Townhomes, a horizontal property regime, created under Title 66, Section 27-101, et seq, as amended, Tennessee Code Annotated, and as established by a Declaration of Covenants, Conditions and Restrictions for Landmark Townhomes of record in Instrument No. 20080110-0002933, as amended in Instrument No. 20080220-0016617 and Instrument No. 20110930-0075885, in the Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto and amended and restated Instrument No. 20110930-0075886, together with the undivided percentage interest in the Common Elements appurtenant to said Unit, as set forth in said Declaration. Reference is hereby made to the Site Layout Plan of Landmark Townhomes, as shown on Exhibit "A-1" to said Declaration and amendments for a more complete identification and description of said Unit.

Being the same property conveyed to Kristopher M. Wente from Kristopher M. Wente and Lydia E. Wente, husband and wife, by Quit Claim Deed dated October 28, 2016 and recorded November 3, 2016, in instrument No. 20161003-0116556 in the Register's Office of Davidson County, Tennessee.

3. **PERSONAL PROPERTY:**

The parties have divided their personal property in a mutually acceptable manner. All items in the possession of the Wife are her sole and separate property

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and Husband relinquishes and waives all rights to and ownership of said property. All items in the possession of the Husband are his sole and separate property and Wife relinquishes and waives all right to and ownership of said property.

4. AUTOMOBILES:

The 2006 Toyota Corolla automobile, VIN [redacted] titled in the names of the parties jointly is vested in the Wife, and Husband is divested of any interest therein. Wife shall be responsible for all liability relative to ownership of said vehicle including automobile insurance, for all of which she indemnifies Husband and holds him harmless.

The 2007 Toyota Prius automobile, VIN [redacted] titled in the names of the parties jointly, is vested in the Husband, and Wife is divested of any interest therein. Husband shall be responsible for all liability relative to ownership of said vehicle, including automobile insurance, for all of which he indemnifies Wife and holds her harmless.

There is no lien on either vehicle.

5. BANK ACCOUNTS:

Each of the parties is awarded any checking account in his/her individual name, free of any claim by the other.

6. INVESTMENT/RETIREMENT ACCOUNTS:

There are no investment accounts.

7. DEBTS:

Husband shall pay any outstanding indebtedness incurred in his name individually, for all of which he indemnifies Wife and holds her harmless.

Wife shall pay any outstanding indebtedness incurred in her name individually, for all of which she indemnifies Husband and holds him harmless.

The parties agree that whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and

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hold the other Party harmless from any liability therefore, such obligation will be deemed to be a support obligation under 11 U.S.C. §§ 523(a)(5), (15), and not dischargeable in bankruptcy.

In the event there is any joint debt other than the mortgages, the party incurring the indebtedness shall pay the debt and hold the other harmless from any liability thereon.

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 this Agreement, 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.

Pursuant to **TCA 36-4-134** each of the parties is hereby notified that the final decree incorporating this agreement does not necessarily affect the ability of the creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the agreement incorporated into the final decree for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts.

8. INCOME TAX:

The parties shall file a joint federal income tax return for the 2016 tax year. The Wife shall pay any deficiency and shall receive any refund free of any claim by the Husband.

If there is a deficiency assessment in connection with any other joint federal income tax return filed by the parties, the amount ultimately determined to be owed thereon shall be borne by the party whose deduction, income, or erroneous reporting resulted in the deficiency assessment.

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9. ALIMONY:

Each of the parties waives the right to receive alimony form the other now or at any time in the future.

10. HEALTH INSURANCE:

Each of the parties shall obtain his/her own health insurance coverage.

11. REPRESENTATION, ATTORNEY'S FEES, EXPENSES AND COSTS:

The Wife has been represented by Janice Stanley Walden and the Husband has been advised to seek counsel and has done so or has chosen to represent himself in the negotiation of this agreement. The parties shall each pay any unpaid legal attorneys' fees, and any other professionals' fees, incurred by him and by her respectively in regards to this divorce case. Any court costs shall be paid by the Wife. The parties acknowledge that neither is relying on any tax advice or bankruptcy advice of their respective attorneys and that they have been advised to seek counseling from an accountant or tax attorney regarding the terms of this agreement. Upon the entry of a final decree of divorce, the attorneys of record in this cause will be released from further responsibility in this action and shall be released as surety for any future costs.

12. FUTURE INDEBTEDNESS:

From the date of the execution of this agreement, neither party shall incur any indebtedness upon the credit of the other. Should this covenant be violated and one party is required, voluntarily or involuntarily, to pay a debt incurred by the other, the party who makes such payment shall be entitled to indemnity from the other party for all legal obligations paid, including the amount paid, reasonable attorneys' fees actually incurred and interest actually paid, not to exceed the maximum rate allowed by law.

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13. SEVERABILITY:

In the event any provisions of this Agreement shall be invalid or determined invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

14. TAX EXEMPT STATUS:

This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition but represents a division of property by co-owners.

15. NO INTERFERENCE:

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

16. FULL 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 assets in which they have an interest. Should it develop that there were undisclosed assets; the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this agreement.

Each of the parties acknowledge that they waive the right to formal discovery by means of sworn written interrogatories or sworn oral testimony and that each are relying on the representation of the other that full disclosure has been made in the negotiation of this settlement agreement.

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17. Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing, which shall reasonably be required for the purposes of effectuating the provisions and intent of the Marital Dissolution Agreement.

18. Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Wife and Husband hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the other, whether by way of statutory allowance, dower, curtesy, distribution in intestacy, right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties in the Marital Dissolution Agreement, each party by these presents does for himself or herself and his or her heirs, legal representatives, executor, administrator, and assigns, remise, release, and forever discharge the other of all claims, causes of action, demands, and rights in law or equity, which either party *ever had or now has against the other, except any and all causes of action for* divorce.

19. The parties desire that their Marital Dissolution Agreement be incorporated as part of any final judgment of divorce that may hereafter be entered in the Third Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end, agree that it shall be submitted to the Court for its ratification and approval.

20. This Dissolution Agreement constitutes the entire understanding of the parties. There are no agreements or understanding between them, other than those agreements and understanding expressly mentioned in this Marital Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of them other than those expressly

Copy

mentioned in this Marital Dissolution Agreement. This Marital Dissolution Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

21. The parties understand and agree that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. Each party acknowledges that he/she has read this Marital Dissolution Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Marital Dissolution Agreement and further agrees to be responsible for attorney's fees and court costs if it is necessary for the other to file suit to enforce the agreement.

22. The parties acknowledge that the Husband is a resident of Tennessee. 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 Defendant/Husband for the purpose of granting a divorce on the ground of irreconcilable differences. Any requirement for him to file an answer to the complaint filed by the Wife is hereby waived.

IN WITNESS WHEREOF, Wife has signed this Marital Dissolution Agreement on January 25, 2017, and Husband has signed this Marital Dissolution agreement on January 25, 2017

LYDIA ELEANORE WENTE **KRISTOPHER MICHAEL WENTE**

Copy

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, LYDIA ELEANORE WENTE, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within agreement for the purposes therein contained. Witness my hand and official seal, this 25th day of January, 2017.

Janice Stanley Walden
Notary Public

My commission expires: 11/20/19

JANICE STANLEY WALDEN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
COUNTY OFDAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, KRISTOPHER MICHAEL WENTE, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within agreement for the purposes therein contained. Witness my hand and official seal, this 25th day of January, 2017.

Janice Stanley Walden
Notary Public

My commission expires: 11/20/19

JANICE STANLEY WALDEN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

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STATE OF TENNESSEE	THIRD CIRCUIT COURT	DAVIDSON COUNTY
PERMANENT PARENTING PLAN ORDER AGREED	FILED FEB 8 2017 RICHARD R. ROOKER, Clerk By _____ Deputy	FILE NO. 16D-1832
PLAINTIFF **LYDIA ELEANORE WENTE** Mother	DEFENDANT **KRISTOPHER MICHAEL WENTE** Father	

FILED
2017 JAN 26 AM 10:01
RICHARD R. ROOKER, CLERK
D.C.

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

This plan is a new plan.

Child's Name	Date of Birth
EVETTE ANNA WENTE	April 9, 2010

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is Lydia Wente, mother.

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

Mother 182.5 days Father 182.5 days

B. DAY-TO-DAY SCHEDULE

Eve shall be with each parent in alternating weeks from 5:00 p.m. on Wednesday until 5:00 p.m. the following Wednesday.

This parenting schedule is currently in effect.

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	*EVEN*	*ODD*
Martin Luther King Day	*ODD*	*EVEN*
Presidents' Day	*EVEN*	*ODD*
Easter Day (unless otherwise coinciding with Spring Vacation)	*ODD*	*EVEN*
Mother's Day	*EVERY*	

Copy

Memorial Day (if no school)	*ODD*	*EVEN*
Father's Day		*EVERY*
July 4th	*EVEN*	*ODD*
Labor Day	*ODD*	*EVEN*
Halloween	*EVEN*	*ODD*
Thanksgiving Holiday Wednesday - Sunday	*ODD*	*EVEN*
Child's Birthday	*EVEN*	*ODD*
Other School-Free Days	*ODD*	*EVEN*
Mother's Birthday	*EVERY*	
Father's Birthday		*EVERY*

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

D. FALL, SPRING and SUMMER VACATION

The day to day schedule shall apply.

E. WINTER (CHRISTMAS) VACATION

Eve shall be with her mother in even numbered years from the day and time school is dismissed until December 30th at 6:00 p.m. in even-numbered years and with her father until the following Wednesday. In odd numbered years the schedule shall be reversed.

H. TRANSPORTATION ARRANGEMENTS

Each parent shall transport Eve to the home of the other.

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.

II. DECISION-MAKING

A. DAY-TO-DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care of Eve when she is residing with that parent, including any emergency decisions affecting her health or safety.

B. MAJOR DECISIONS

Major decisions regarding Even shall be made as follows:

Educational decisions	joint
Non-emergency health care	joint
Religious upbringing	joint
Extracurricular activities	joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $5,000.00.

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Mother's gross monthly income is $5,000.00.

1. Neither parent shall pay child support. **The Child Support Worksheet is attached to this Order as an Exhibit.***

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/isdocuments.html or at your local child support offices.

B. FEDERAL INCOME TAX EXEMPTION*

Neither parent is receiving child support

The Mother shall claim Eve in even numbered years.

The Father shall claim Eve in odd numbered years.

Each parent will furnish IRS Form 8332 to the other entitled to the exemption by February 15 of the year the tax return is due if necessary.

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.

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the child will be maintained by the mother.

Proof of continuing coverage shall be furnished to the father annually or as coverage changes. The mother shall authorize the father 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, dental, orthodontics and counseling will be paid by parents equally after the depletion of the HSA of the father which he has earmarked for the medical expenses of Eve. 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.

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

Eve is scheduled to live with each parent equal amounts of time. The mother 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

* 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.

Copy

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 a mediator chosen by the parents or the Court if a parent refuses mediation.

The costs of this process shall be share by the parties equally or may be assessed by the Court based upon the incomes of the parents if a parent refuses mediation. It must be commenced by notifying the other parent by telephone, text or email. Notification to the Court and to the other parent by certified mail shall only be required if one parent refuses mediation. Parents may agree to submit financial support issues to mediation.

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. The parent exercising parenting time shall furnish the other parent with a telephone number where the child may be reached at the days and time specified in a parenting plan or other court order or, where days and times are not specified, at reasonable times;
(2) The right to send mail to the child which the other parent shall not destroy, deface, open or censor. The parent exercising parenting time shall deliver all letters, packages and other material sent to the child by the other parent as soon as received and shall not interfere with their delivery in any way, unless otherwise provided by law or court order;
(3) The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any hospitalization, major illness or injury, or death of the child. The parent exercising parenting time when such event occurs shall notify the other parent of the event and shall provide all relevant healthcare providers with the contact information for the other parent;
(4) The right to receive directly from the child's school any educational records customarily made available to parents. Upon request from one parent, the parent enrolling the child in school shall provide to the other parent as soon as available each academic year the name, address, telephone number and other contact information for the school. In the case of children who are being homeschooled, the parent providing the homeschooling shall advise the other parent of this fact along with the contact information of any sponsoring entity or other entity involved in the child's education, including access to any individual student

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records or grades available online. The school or homeschooling entity shall be responsible, upon request, to provide to each parent records customarily made available to parents. The school may require a written request which includes a current mailing address and may further require payment of the reasonable costs of duplicating such records. These records 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 treating physician or healthcare provider. Upon request from one parent, the parent who has arranged for such treatment or health care shall provide to the other parent the name, address, telephone number and other contact information of the physician or healthcare provider. The keeper of the records may require a written request including a current mailing address and may further require payment of the reasonable costs of duplicating such records. No person who receives the mailing address of a requesting 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 such parent or such parent's family by the other parent to or in the presence of the child;

(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extracurricular school, athletic, church activities and other activities as to which parental participation or observation would be appropriate, and the opportunity to participate in or observe them. The parent who has enrolled the child in each such activity shall advise the other parent of the activity and provide contact information for the person responsible for its scheduling so that the other parent may make arrangements to participate or observe whenever possible, unless otherwise provided by law or court order;

(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 forty-eight (48) hours, an itinerary which shall include the planned dates of departure and return, the intended destinations and mode of travel and telephone numbers. The parent traveling with the child or children shall provide this information to the other parent so as to give that parent reasonable notice; and

(9) The right to access and participation in the child's education on the same bases that are provided to all parents including the right of access to the child during lunch and other school activities; provided, that the participation or access is legal and reasonable; however, access must not interfere with the school's day-to-day operations or with the child's educational schedule.

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:

After custody or co-parenting has been established by the entry of a permanent parenting plan or final order, 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;

Copy

(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.

Under penalty of perjury, we declare that this plan has been proposed in good faith and is in the best interest of Eve child and that the statements herein and on the attached child support worksheets are true and correct.

LYDIA WENTE, Mother — January 25, 2017, Nashville, TN
Date and Place Signed

Sworn to and subscribed before me this 25th day of January, 2017.

My commission expires: 11/20/19

Notary Public

STANLEY WALDEN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

KRISTOPHER WENTE, Father — January 25, 2017 Nashville, TN
Date and Place Signed

Sworn to and subscribed before me this 25th day of January, 2017.

My commission expires: 11/20/19

Notary Public

STANLEY WALDEN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

APPROVED FOR ENTRY:

JANICE STANLEY WALDEN, Attorney for Mother
P.O. Box 121541
Nashville, TN 37212
615 292-2726 *BPR Number 6191*

It is so **ORDERED** this the 8th day of February, 2017.

PHILLIP ROBINSON, JUDGE
Phillip E. Smith
By Interchange

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

1/25/2017 - 7:13 AM

Part I. Identification

FILED 2017 JAN 26 AM 10:01
FEB 8 2017
RICHARD R. ROOKER, Clerk
By Deputy

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

		PRP	ARP	SPLIT
Name of Mother:	Lydia Wente	X		
Name of Father:	Kristopher Wente		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
Evette Anna Wente	4/9/2010	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	$ 5,000.00	$ 5,000.00	
	1a	Federal benefit for child	+	+	
	1b	Self-employment tax paid			
	1c	Subtotal	5,000.00	5,000.00	
	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)	$ 5,000.00	$ 5,000.00	
2a		Combined Adjusted Gross Income	$10,000.00		
3		Percentage Share of Income (PI)	50%	50%	

Part III. Parents' Share of BCSO

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household	$ 1158.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 579.00	
5	Each parent's average parenting time	N/A	182.5	
6	Parenting time adjustment	$ N/A	$ -579.00	
7	Adjusted BCSO	$ 0.00	$ 0.00	

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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	$ 0.00	

Part V. Presumptive Child Support Order

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

* 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	$ 0.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 0.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Jan Walden Date: 1/25/2017
Title: Mediator

Copy

Pursuant to **TCA 36-4-134** each of the parties is hereby notified that the final decree incorporating this agreement does not necessarily affect the ability of the creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the agreement incorporated into the final decree for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts.

IT IS FURTHER ORDERED that any **unpaid** costs of this cause are taxed to the Wife for which execution may issue if necessary.

Entered this 8th day of February, 2017.

~~PHILLIP ROBINSON~~, JUDGE
Philip E. Smith by Interchange

Approved for entry:

Janice Stanley Walden
JANICE STANLEY WALDEN BPR #6191
Attorney for LYDIA ELEANORE WENTE
P.O. Box 121541, Acklen Station
Nashville, TN 37212
615 292-2726

CERTIFICATE OF SERVICE

I hereby certify that I have HAND DELIVERED a copy of this FINAL DECREE to the Defendant, KRISTOPHER MICHAEL WENTE, on this 31st day of January, 2017.

Janice Stanley Walden
JANICE STANLEY WALDEN BPR# 6191

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the THIRD Circuit Court for Davidson County, Tennessee, on the 08 day of FEBRUARY, 2017, in Docket Number 16D1832 between WENTE, LYDIA ELEANORE, Plaintiff, and WENTE, KRISTOPHER MICHAEL, Defendant, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 09 day of MARCH in the year two thousand seventeen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: R Thomas

Deputy Clerk

[SEAL]

