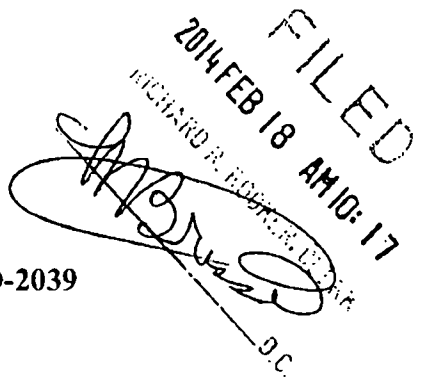
IN THE 3rd CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE



VERN VIRGIL BENKE, III,	
Plaintiff,	
vs.	**DOCKET NO. 13D-2039**
LAUREN CHRISTIAN BENKE,	
Defendant.	

FINAL DECREE

This cause came on to be heard on the 18th day of February, 2014, before the Honorable Phillip Robinson, Judge for the Third Circuit Court for Davidson County, Tennessee, upon the Complaint for Divorce of VERN VIRGIL BENKE, III ("Husband"). Upon testimony of the Husband and Wife and the entire record in this cause, from all of which the Court affirmatively finds that the parties have made adequate and sufficient provision, by written agreement for the equitable settlement of any property rights between the parties, the Court determines as follows:

1. A *Complaint for Divorce* was filed on July 16, 2013.

2. A *Marital Dissolution Agreement* executed by both parties was filed on January 27, 2014.

3. The parties have two (2) minor children born of this union.

4. An *Agreed Permanent Parenting Plan* executed by both parties was filed on January 27, 2014, with a child support worksheet attached thereto.

5. A *Motion* and *Order to Waive the Parenting Seminar* was filed in this matter on or about January 30, 2014.

BILL GARRETT, Davidson County
Trans:T20170059257 DEEDDIV
Recvd: 07/11/17 13:18 28 pgs
Fees:142.00 Taxes:0.00
20170711-0069716

6. That a *Notice of Insurance* was filed on January 30, 2014.

7. That a *Statistical Information Form* was filed on January 30, 2014.

8. During the course of the marriage, the parties continuously resided in Davidson County, Tennessee for more than six (6) months and resided in Davidson County, Tennessee more than six (6) months prior to filing the action for Divorce.

9. The parties entered into a certain *Parenting Plan* for the care and custody of the minor children.

10. The *Parenting Plan* attached hereto and incorporated by reference herein was made freely and voluntarily by the parties for the purpose of the care and custody of the minor children, and is adopted by this Court for all purposes, including enforcement of the terms thereof. Said agreement is as follows:

Exhibit "A"

FILED

STATE OF TENNESSEE	COURT (Must be completed) THIRD CIRCUIT	COUNTY (Must be completed) DAVIDSON
PERMANENT PARENTING PLAN ORDER Agreed	2014 JAN 27 AM 9:59	FILE No. 13D-2039 (Must be completed) DIVISION
PLAINTIFF (Name: First, Middle, Last) VERN VIRGIL BENKE, III [x] Father		**DEFENDANT** (Name: First, Middle, Last) LAUREN CHRISTIAN BENKE [x] Mother

2014 FEB 18 AM 10:17 FILED

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

Child's Name	Date of Birth
Morgan Elizabeth Benke	1/27/2006
Ethan Christopher Benke	9/12/2008

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Father and Mother will equally split parenting time with the children. Unless agreed to otherwise, the parenting schedule shall be as follows:

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

Both parents shall have responsibility for the care of the children except at the following times when the other parent shall have responsibility:

The minor children shall spend time with each parent on an alternating week schedule as follows: Sunday at 6:00 p.m. until the following Sunday at 6:00 p.m.

This parenting schedule shall begin on the first Sunday after the parties are no longer living in the same residence.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

	WITH MOTHER	WITH FATHER	TIME PERIOD
Easter	Odd	Even	Friday 6:00 p.m. until Sunday 4:00 p.m.
Memorial Day	Even	Odd	Friday 5:00 p.m. until Monday 6:00 p.m.
July 4th	Odd	Even	Holiday from 10:00 a.m. to 10:00 p.m.
Labor Day	Even	Odd	Friday 5:00 p.m. until Monday 6:00 p.m.
Martin Luther King	Odd	Even	Friday 5:00 p.m. until Monday 6:00 p.m.
Presidents Day	Even	Odd	Friday 5:00 p.m. until Monday 6:00 p.m.
Mother's Day	Every		Sunday from 10:00 a.m. until 6:00 p.m.
Father's Day		Every	Sunday from 10:00 a.m. until 6:00 p.m.
Mother's Birthday	Every		
Father's Birthday		Every	
Child's Birthday	Every	Every	The parties shall equally divide their time with the child on their birthdays.

Planning Day/Intersession/Fall Break: In odd numbered years, Father shall have Fall Break with the minor children from the time they are out of school until the day school resumes.

In even numbered years, Mother shall have Fall Break with the minor children from the time they are out of school until the day school resumes.

Thanksgiving: In odd numbered years, Father shall have the children from the time they are dismissed from school until 6:00 p.m. the night before school resumes. In even numbered years, Mother shall have the children from the time they are dismissed from school until 6:00 p.m. the night before school resumes.

Christmas: In even numbered years, Father shall have the children from the time they are out of school until December 26th at 2:00 p.m. In even numbered years, Mother shall have the children from 2:00 p.m. December 26th until school resumes.

In odd numbered years, Mother shall have the children from the time they are out of school until December 26th at 2:00 p.m. In odd numbered years, Father shall have the children from 2:00 p.m. December 26th until the Sunday before school resumes in the new year at 6:00 p.m.

Planning Day/Intersession/Spring Break: In even numbered years, Father shall have Spring Break with the children from the time they are out of school until the day school resumes.

In odd numbered years, Mother shall have Spring Break with the children from the time they are out of school until the day school resumes.

Summer Vacation: Each parent shall be allowed to take the child for up to a maximum of fourteen (14) uninterrupted days of vacation during the summer. Neither party shall be allowed to extend these 14 days by selecting dates that abut a holiday, weekend or other days regularly allotted to that parent.

In even numbered years, Father shall give notice to mother by April 1st of the fourteen days that he intends to exercise his parenting time. Mother shall then select her summer vacation days by April 20th.

In odd numbered years, Mother shall give notice to Father by April 1st of the fourteen days she intends to exercise his parenting time. Father shall then select his summer vacation days by April 20th.

D. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be at the residence of both parents. The parent exercising his or her parenting time shall be responsible for picking up the children from the other parent's residence and then returning them once the parenting time ends.

Payment of long distance transportation costs *(if applicable)*: both equally.

Other arrangements: The parties may modify these arrangements by agreement, and each is allowed to send a family member to facilitate transportation 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.

E. OTHER

The following special provisions apply:

Neither party shall have an unrelated person with whom they have a romantic interest and to whom they are not married or engaged spend the night in an inappropriate manner during their respective parenting time. An inappropriate manner is defined as sharing the same room or bed or engaging in inappropriate physical contact in the presence of the children.

If father is to leave the children in the care and supervision of any 3rd party, it must be an appropriate supervisor and may not be a current or former member of father's AA group. The paternal grandfather may supervise.

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	**x Joint**
Non-emergency health care	**x Joint**
Religious upbringing	**x Joint**
Extracurricular activities	**x Joint**

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $ 3,381.00
Mother's gross monthly income is $ 3,700.00

1. The final child support order is as follows:
   a. The **[x] father** shall pay to the other parent as regular child support the sum of $14.00 **[x] monthly**. **The Child Support Worksheet shall be attached to this Order as an Exhibit.***

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

   _____

2. 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 ___**February**___, 2014.

This support shall be paid:

[x] by direct deposit to the other parent at **Regions Bank** for deposit in account *number to be* supplied by **mother**.

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

B. FEDERAL INCOME TAX EXEMPTION*

The **mother** is the parent receiving child support.

In **Odd** years, the **mother** shall claim the following children: Morgan Elizabeth Benke and Ethan Christopher Benke.

In **Even** years, the **father** shall claim the following children: Morgan Elizabeth Benke and Ethan Christopher Benke.

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.

* 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.

- 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:

x maintained by the **mother**

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, routine annual physicals, and counseling will be paid by **pro rata** in accordance with their incomes. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

If available through work, the **mother** shall maintain dental, orthodontic, and optical insurance on the minor child or children.

E. LIFE INSURANCE

Both parties shall insure his/her own life in the minimum amount of **$250,000** by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the children as sole irrevocable primary beneficiary, with the other parent, as trustee for the benefit of the children, to serve without bond or accounting.

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

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 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.

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 **certified mail.**

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 **X mother** ☐ father.
Failure to attend the parent education class within 60 days of this order is punishable by contempt.

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.)***

Mother — 1/27/14 — Date and Place Signed

Sworn to and subscribed before me this 27th day of January, 2014.

My commission expires: _____ — Notary Public

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY
My Commission Expires JULY 6, 2015

Father — 1-23-14 — Date and Place Signed

Sworn to and subscribed before me this 23 day of Jan-ay, 2014.

My commission expires: 1.6.17 — Notary Public

JOHN W. AGEE STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON
My Comm. Expires September 8, 2015
MY COMMISSION EXPIRES: November 8, 2017

APPROVED FOR ENTRY:

Jason A. Talley, P.R. # 30829
Attorney for Wife
Cheatham, Palermo & Garrett
109 Jennings Street
Franklin, TN 37064
615/790-0982

Peggy Smith, P.R. # 22603
Attorney for Husband
Martin Sir & Associates
5th 3rd Bank Building
424 Church Street, Suite 2250
Nashville, TN 37219
615/256-5661

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 18 day of FEBRUARY, 2014.

PHILLIP ROBINSON, JUDGE

Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

2/18/2014 - 9:23 AM

FILED
2014 FEB 18 AM 10:17

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:	Lauren Christian Benke	X		
Name of Father:	Vern Virgil Benke, III		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:	13D-2039			
Court name:	Third Circuit Court			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Morgan Elizabeth Benke	1/27/2006	182.5	182.5	
Ethan Christopher Benke	9/12/2008	182.5	182.5	

Part II. Adjusted Gross Income

				Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
	1	Monthly Gross Income		$ 3,700.00	$ 3,381.00	
	1a	Federal benefit for child		+	+	
Use Credit Worksheet to calculate line items 1d - 1e	1b	Self-employment tax paid		-	-	
	1c	Subtotal		3,700.00	3,381.00	
	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)		$ 3,700.00	$ 3,381.00	
	2a	Combined Adjusted Gross Income	$7,081.00			
	3	Percentage Share of Income (PI)		52%	48%	

Part III. Parents' Share of BCSO

			Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
4	BCSO allotted to primary parent's household		$ 1278.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent		$ 0.00	$ 613.44	
5	Each parent's average parenting time		N/A	182.5	
6	Parenting time adjustment		$ N/A	$ -664.56	
7	Adjusted BCSO		$ 51.12	$ 0.00	

Part IV. Additional Expenses

		Mother \ Column A	Father \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$ 136.13	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 136.13	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 65.34	
11	Adjusted Support Obligation (ASO)	$ 51.12	$ 65.34	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 14.00

* 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

14	Deviations (Specify):	$	$
15	Final Child Support Order (FCSO)	$ 0.00	$ 14.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 14.00

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

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name:
Title:
Date: 2/18/2014

11. The parties entered into a certain *Marital Dissolution Agreement* and *Parenting Plan* for the purpose of determining their rights and liabilities with regard to one another and their minor child.

12. The parties entered into a certain Marital Dissolution Agreement and acknowledged that this final decree 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 party's best interest to cancel, close or freeze any jointly held accounts.

13. The Marital Dissolution Agreement attached hereto and incorporated by reference herein was made freely and voluntarily by the parties for the purpose of determining Wife's and Husband's rights and liabilities with regard to one another, and is adopted by this Court for all purposes, including enforcement of the terms thereof. Said agreement is as follows:

FILED

2014 JAN 9:58

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
NASHVILLE

VERN VIRGIL BENKE, III,
Plaintiff/Husband

vs.

No. 13D-2039

LAUREN CHRISTIAN BENKE
Defendant/Wife

MARITAL DISSOLUTION AGREEMENT

WHEREAS, there is presently pending in the Third Court for Davidson County, Tennessee, a Complaint for Absolute Divorce, docket number 13D-2039, filed by Vern Virgil Benke, III, hereinafter referred to as "Husband", against Lauren Christian Benke, hereinafter referred to as "Wife" and

WHEREAS, these parties are presently living separate and apart and desire to enter into a marital dissolution agreement and tender same to the Court for approval, in the event a Decree of Divorce is granted in this cause, and

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

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

(1) **CONSIDERATION**: The consideration for this Agreement is the mutual promises and agreements herein contained.

(2) **NO INTERFERENCE**: Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

(3) **TAX EXEMPT STATUS**: This Agreement is a transfer of appreciated property

Hus: VB Wife: VB

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.

(4) **TRIAL**: Husband shall proceed to Court to obtain a divorce upon the grounds of irreconcilable differences. By signing this agreement Wife hereby waives service on the complaint for divorce filed in this cause, and acknowledges that this matter is properly before the court for a divorce upon the grounds of irreconcilable differences.

(5) **CUSTODY**: All provisions concerning the residential time and support of the minor children are contained in the Parenting Plan submitted simultaneously with this Marital Dissolution Agreement as **Exhibit "A"**. The parties affirmatively acknowledge that no action by the parties will be effective to reduce child support after the due date of each payment, and that they understand that Court approval must be obtained before child support can be reduced, unless such payments are automatically reduced or terminated under the terms of this Agreement.

(6) **756 MYHR DRIVE**: All right title and interest that Wife has, in and to the home located at 756 Myhr Drive, Nashville, Davidson County, Tennessee, shall be divested from Wife and reinvested in Husband in fee simple absolute and Wife shall vacate the marital home on or before February 1, 2014. The parties further agree that Husband shall assume sole responsibility for the two (2) mortgages in his individual name, the utilities, property taxes, other regular expenses, and any other debt associated thereon, and hold Wife harmless and indemnify her from any responsibility owing thereon.

(7) **VEHICLES**: All right, title and interest that Wife has, in and to the 2004 Toyota 4Runner, VIN# JTEBT17RX48014114, shall be divested from her and reinvested in Husband in fee simple. He shall assume any debt owing thereon, and hold Husband harmless and indemnify him from any responsibility owing thereon.

All right, title and interest that Husband has, in and to the 2005 Toyota Sienna Van, VIN

Hus: _____ Wife: _____

5TDZA23C15S248557 (VB) LB
#_____ shall be divested from him and reinvested in Wife in fee simple. She shall assume any debt owing thereon, and hold Husband harmless and indemnify him from any responsibility owing thereon.

(8) **BANK ACCOUNTS**: Wife shall be awarded the following bank accounts, titled in her sole name, and all funds therein free and clear from any claim by Husband: Regions Bank, checking account ending in 3032 and Region Bank, savings account ending in 6489.

Husband shall be awarded the following bank accounts, titled in his sole name, and all funds therein free and clear from any claim by Wife: USAA Federal Savings Bank, checking account ending in 6212 and USAA Federal Savings Bank, savings account ending in 6204.

The following joint accounts shall be divided as found below. The party awarded the account shall be responsible for immediately closing the account and providing proof of same to the other party.

a) Regions Bank, checking account ending in 4018, shall be awarded to Wife;

b) Regions Bank, savings account ending in 2187, shall be awarded to Wife;

c) USAA Federal Savings Bank, checking account ending in 8787, shall be awarded to Wife.

From the date of this agreement, each party shall be responsible for their respectively awarded accounts. Neither shall make withdraws from the other's account without the account owner's express written permission, and each party shall be solely responsible for and shall indemnify the other spouse from any obligations incurred on any accounts of the owner of the account.

(9) **FURNITURE/FURNISHINGS**: The parties agree that all furniture brought into the marriage by Husband and Wife shall remain their sole and separate property. Each shall be awarded their personal clothing, jewelry and effects. Further, the parties agree to divide the furniture and furnishings as found in **Exhibit "B"**. The balance of the items not listed in Exhibit "B" shall be divided

Hus: _____ Wife: LB

in an equitable fashion. In the event the parties cannot agree, they shall flip a coin and the winner of the coin toss shall select a piece of furniture and/or furnishings (ie, lamps, paintings, china/silver, etc). The parties shall then continue to pick on an alternating basis until all items in dispute are divided.

(10) RETIREMENT: Wife shall be and is hereby awarded her Neuberger Berman Roth IRA Account, ending in 3331; Ascension Health Retirement 403B Plan, ending in 9090; and her Ascension Health Retirement 401A Plan, ending in 0215, free of any claim by Husband.

Husband shall be and is hereby awarded his Fidelity 403B Account, ending in 9208 free of any claim by Wife. Any undisclosed pension or retirement accounts shall be divided equally between the parties.

(11) DEBTS: Husband shall be and is hereby responsible for the following debts in his individual name, and Wife shall be and is hereby held harmless and indemnified from any responsibility owing thereon: Home Depot Credit Line, account ending in 3453, in the approximate amount of $6,026.86; Discover Credit Card, account ending in 7923, in the approximate amount of $8,789.95; and Vern Benke, Jr. personal loan, in the approximate amount of $2,500.

Wife shall be and is hereby responsible for the following debts in her individual name, and Husband shall be and is hereby held harmless and indemnified from any responsibility owing thereon: USAA Credit Card, account ending in 9838, in the approximate amount of $9,230.21; Gap Credit Card, account ending in 3669, in the approximate amount of $1,460.80; and Great Lake Student Loan, account ending in 5682, in the approximate amount of $5,134.44.

The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of

the other and that, if either shall be compelled to pay any future debts of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses and attorney's fees.

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

(12) **JOINT DEBTS:** Husband shall be responsible for paying off the following joint debt, and shall hold Wife harmless thereon:

a) Dolores Davis personal loan, in the approximate amount of $3,200.

(13) **HEALTH AND DENTAL INSURANCE COVERAGE:** Each party shall be responsible for obtaining their individual health insurance coverage.

(14) **ALIMONY**: Neither party shall be awarded alimony to the other party, either past, present or future.

(15) **ATTORNEY'S FEES**: Each party shall be responsible for their individual attorney's fees.

(16) **COURT COSTS**: The costs of this cause shall be paid by Husband for all of which execution may issue.

(17) **FEDERAL TAX LIABILITY:** If in connection with any joint Federal Income Tax Returns previously filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due shall be borne by either or both the parties, depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties, (and if so, to

Hus: _____ Wife: _____

that extent), or out of a joint income deduction. In such case, the party responsible for the deficiency, or additional taxes owed, together with interest and penalties assessed shall indemnify and hold harmless from any liabilities, assessments, deficiencies, and other costs, including, but not limited to attorney fees, accountant fees, arising by reason of the spouses failure to pay taxes or accurately report same. In addition, each party agrees that he or she will hold the other 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 or assets controlled by the responsible spouse. 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 the responsible party.

(18) **ENFORCEMENT PROVISION**: In the event it becomes reasonably necessary for either party to institute legal proceedings to procure 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 prosecuting the action.

(19) **FAIRNESS OF AGREEMENT**: Wife acknowledges that the provisions of this agreement are fair, adequate and satisfactory to her and in keeping with her reasonable requirements.

(20) **VOLUNTARY ACCEPTANCE**: Both parties hereby acknowledge that they are fully apprised of all of the assets and liabilities of the marriage and of their spouse, and that they wish to proceed with the above-styled divorce action with all possible speed, and to minimize costs and attorneys fees associated therewith. Both parties have had the opportunity to retain counsel. By signing this document, each party indicates that that they do not want to proceed with formal discovery,

Hus: Wife:

including completing interrogatories and request for production of documents or discovery depositions that are designed to discover assets or debts. The parties further release the attorneys of record from any obligation to complete the discovery process. Both parties acknowledge that they have not been given any tax advice or advice regarding valuation of assets by their attorneys. 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 effect 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. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof, and that they have signed same voluntarily

(21) **ENTIRE AGREEMENT**: This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

(22) **ACCEPTANCE BY THE PARTIES**: With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC section 523(a)(5) or section 523 (a)(15) of the Bankruptcy Code. The parties agree that with respect to the debts that they are assuming, each debtor has the ability to pay said debts from income not reasonably necessary for the maintenance or support of the debtor, or debtor's dependents, or own business. Each debtor also states that the benefit to the former spouse or child(ren) outweighs the determent that it could cause to said debtor.

(23) **COMPLETE DISCLOSURE**: Each party has made a full and complete disclosure of his or her assets and liabilities.

(24) **ESTATE WAIVER**: It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the

Hus: Wife

respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

(25) **ADDITIONAL INSTRUMENTS**: It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement. Both parties agree to sign any and all deeds, titles, documents, or instruments necessary to carry out the full purpose and intent of this Agreement. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation is intended to be a support obligation under 11 U.S.C. 523(a)(5) which is not dischargeable in bankruptcy as to the other party. The parties intend to create a support debt that will be nondischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. 523(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable. However, the parties acknowledge the determination of any issue arising under this section is in the exclusive jurisdiction of the United States Bankruptcy Court.

(26) **MODIFICATION**: A modification or waiver of any or all of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this

Hus: _____ Wife: _____

agreement, and approved by the Court if such approval is required, and this requirement cannot be waived by oral agreement. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

(27) **UNPROVIDED FOR PROPERTY**: If there is any property interest (such as a retirement plan, bank account, stock) or effect thereof (such as interest, dividends or a lump sum payment that actually can only be paid in installments (which is not provided for in this agreement, then that property interest or effect thereof shall be equally divided between the parties. If it is established by a preponderance of the evidence that a party misrepresented or intentionally concealed a property interest, the effect thereof or an important characteristic thereof, the interest of the concealing party will be transferred in full to the non-concealing party and the concealing party will pay all costs, fees, expenses, attorney's fees, and damages of the non-concealing party caused by said concealment.

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

(29) **SEVERABILITY**: In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

Hus: _____ Wife: _____

(30) **NOTICE REGARDING CREDITORS:** Pursuant to T.C.A section 36-4-134, this agreement does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the decree for an account or any debt. It may also be in a party's best interest to cancel, close or freeze any jointly held accounts.

WITNESS OUR HANDS, this the 21 day of January 2014, as to the Wife, and the 23 day of JAN 2014 as to the Husband.

Lauren Christian Benke

LAUREN CHRISTIAN BENKE

VERN VIRGIL BENKE, III

Hus: VB Wife: LB

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **Lauren Christian Benke** with whom I am personally acquainted, and who acknowledges that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 17th day of January, 2014.

NOTARY PUBLIC

My Commission Expires: _____

JAMEY RYAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JULY 6, 2015

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within **Vern Virgil Benke, III**, with whom I am personally acquainted, and who acknowledges that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 23 day of January, 2014.

NOTARY PUBLIC

My Commission Expires: 11.6.17

JOHN W. AGEE
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires September 8, 2013

MY COMMISSION EXPIRES: November 6, 2017

Hus: ___ Wife: VB

FILED

2014 JAN 27 AM 9:59

RICHARD [illegible] CLERK

D.C

Exhibit "B"

Mrs. Benke:

- Wife's bedroom furniture, mattress and box spring
- Washer and dryer
- Vacuum
- Dishes and silverware purchased by grandmother for her
- Upstairs living room suite (couch, loveseat, end tables, and armoire)
- One of the big screen TV's (Husband to decide which he would prefer)

Mr. Benke:

- All the tools
- All the camping/outdoor gear
- Firearms (less guns gifted to Christian)

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Husband, VERN VIRGIL BENKE, III, is hereby awarded an absolute divorce from the Wife, LAUREN CHRISTIAN BENKE, on the grounds of irreconcilable differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all provisions of the *Marital Dissolution Agreement* and *Parenting Plan* herein are adopted by this Court, and MADE AN ORDER OF THIS COURT incorporated by reference in this Final Decree.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Wife's pending Petition for Civil Contempt is hereby dismissed with prejudice.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that after forty-five (45) days have passed, Martin Sir and Associates and Mr. Jason Talley are hereby relieved as counsel of record for the Husband/Wife.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Husband shall be responsible for the costs of this cause, for which execution may issue, if necessary.

ENTERED THIS THE 18 **DAY OF** February, **2014.**

HONORABLE PHILLIP ROBINSON, JUDGE

SUBMITTED AND APPROVED FOR ENTRY:

BY: _____

Martin Sir, BPR #7173
Peggy Smith, BPR #26603
Attorneys for Husband
5th 3rd Bank Building
424 Church Street, Suite 2250
Nashville, Tennessee 37219
Phone: 615/256-5661
Fax: 615/256-5115

_____

Mr. Jason A. Talley, BPR#30829
Attorney for Wife
109 Jennings Street
Franklin, Tennessee 37064
Phone: 615/790-0982
Fax: 615/782-2371

Certificate of Service

I hereby certify that a true and exact copy of the foregoing document has been mailed by U.S. mail, postage pre-paid and faxed to the following:

Mr. Jason A. Talley
Attorney at Law
109 Jennings Street
Franklin, Tennessee 37064
Fax: 782-2371

on this the 15th day of July, 2014.

_____
Peggy R. Smith

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 18 day of FEBRUARY, 2014, in Docket Number 13D2039 between BENKE, VERN VIRGIL III, Plaintiff, and BENKE, LAUREN CHRISTIAN , 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 11 day of JULY in the year two thousand seventeen and in the 241st year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]