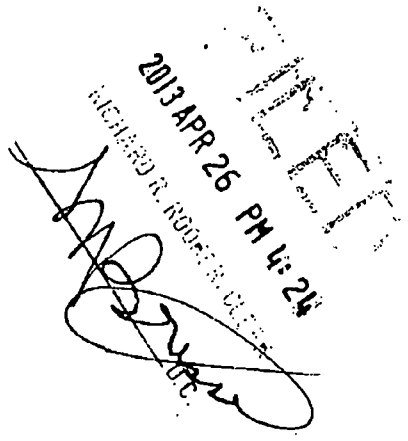
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IN THE FOURTH CIRCUIT FOR DAVIDSON COUNTY, TENNESSEE

SHANE PETER LeANNA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 11D-2218
	)	
JULIE NICOLE LeANNA,	)	
	)	
Defendant.	)	



FINAL DECREE

This cause came on to be heard on the 26th day of April, 2013, before the Honorable Philip Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce heretofore filed by Plaintiff, **Shane Peter LeAnna,** Answer and Counter Complaint filed by the Defendant, **Julie Nicole LeAnna,** agreement of the parties to withdraw the Counter Complaint and proceed on a non-contested basis submission to the Court of a written Marital Dissolution Agreement and Permanent Parenting Plan heretofore signed by the parties and filed with the Court, testimony of Mr. LeAnna, statement of counsel in open Court, and from the entire record in this cause. From all of which the Court finds that these parties have suffered irreconcilable differences pursuant to T.C.A. § 36-4-101(14). It is, therefore,

ORDERED, ADJUDGED and DECREED by the Court that the bonds of

BILL GARRETT, Davidson County
Trans:T20170066488 DEEDDIV
Recvd: 08/02/17 14:01 35 pgs
Fees:177.00 Taxes:0.00
20170802-0078742

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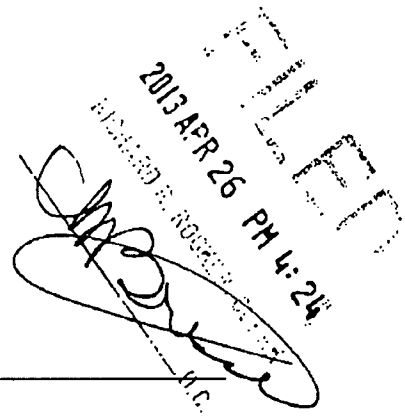
matrimony heretofore subsisting between the parties be, and the same are, hereby forever and perpetually dissolved and the Plaintiff, **Shane Peter LeAnna,** is granted an Absolute Divorce and restored to all the rights and privileges of an unmarried person.

It is further **ORDERED, ADJUDGED and DECREED** by the Court, and the Court affirmatively finds, that the Marital Dissolution Agreement heretofore signed by the parties and submitted to the Court does make equitable and sufficient provision for the division of the marital properties, and the Parenting Plan provides for the residence of the child and support and maintenance and the Court approves the Agreement and Parenting Plan and makes it a part of the Orders of the Court and incorporates the same herein verbatim as follows:

Copy

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

SHANE PETER LEANNA,	)	
	)	
Plaintiff/Husband,	)	
	)	
vs.	)	NO: 11D-2218
	)	
JULIE NICOLE LEANNA,	)	
	)	
Defendant/Wife.	)	



MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Shane Peter LeAnna (hereinafter referred to as "Husband") and Julie Nicole LeAnna (hereinafter referred to as "Wife"), subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Husband filed a Complaint for Divorce against Wife on August 3, 2011, same being Civil Action No. 11D-2218 in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to settle amicably their differences with respect to all property rights, support obligations, child custody rights, and obligations 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 effected with respect to all of their property and other matters of concern.

Copy

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:

1. DIVORCE. Wife shall obtain a divorce against Husband on the grounds of irreconcilable differences. This Agreement shall be presented to the Court for approval and incorporated into the Final Decree.

2. CHILDREN. The parties have two (2) minor children, namely Kaiden Gray LeAnna, date of birth November 8, 2003 and Kylie Grace LeAnna, date of birth June 8, 2006. All provisions regarding support and maintenance of the children and their residential time with their parents is set forth in the attached Parenting Plan.

3. MARITAL RESIDENCE. The parties own the real estate and residence located at 6122 Robin Hill Road, Nashville, Davidson County, Tennessee. The marital residence shall be listed for sale immediately with a realtor of Husband's choosing at a price recommended by the agent. Pending the sale, Wife will reside in the residence and Husband will pay Wife $1,200 per month beginning the first day of the month immediately following the entry of the Final Decree and Husband shall be responsible for the payment of the mortgage, interest, taxes, utilities and insurance on the property until the sale and closing and he will hold Wife harmless and indemnify her from any liability thereon. Wife shall pay all other expenses related to the upkeep of the property and make it available for showings. All of the payments made by Husband for mortgage, taxes and insurance will be alimony for tax purposes, deductible by Husband and taxable to Wife and included in the

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alimony provision in paragraph twelve (12). Wife will claim the mortgage interest and taxes as deductions on her federal Individual Income Tax Return for 2013 and thereafter until sold. Husband will pay for any single repair over $250 until the house sells and he will be reimbursed from the sales proceeds before they are awarded to Wife. The parties will continue to own the home as tenants in common. Upon the sale, all of the net sales proceeds shall be awarded to Wife, with one-half of the amount credited against the judgment owed by Husband to Wife under paragraph eleven (11) herein. Husband will pay Wife the sum of $50,000 at the time of the sale of the residence which amount will also be credited against the promissory note owed by Husband to Wife under paragraph eleven (11) herein if there are no proceeds derived from the sale Husband will be solely responsible for any deficiency resulting from the sale and hold Wife harmless therefrom. In the event the residence has not sold within 18 months of the entry of the Final Decree of Divorce, either party may petition the Court to sell the property at auction and the Court shall retain jurisdiction to enforce this provision.

4. PERSONAL PROPERTY. Wife shall be awarded all of the household furniture, furnishings, china, silver, art, and personal effects ("personal property") located at the Robin Hill Road residence, free and clear of any claim by Husband with the exception of the items listed on the attached Exhibit A, which shall be awarded to Husband. Additionally, Husband shall be awarded all of the household furniture, furnishings, china, silver, art, and personal effects ("personal property") located at the ICON condominium and his gun collection free and clear of any claim by Wife. Additionally, each party shall receive as his or her sole and separate

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property, free and clear of any claim by the other party, their respective items of clothing, jewelry and personal effects.

5. CASH AND INVESTMENTS. Wife shall receive as her sole and separate property, free and clear of any claim by Husband, the funds on deposit in the following institutional accounts:

(a) Pinnacle Bank account ending #9486;

(b) Pinnacle Bank Money Market account ending #9502;

(c) Pinnacle Bank Money Market account ending #8318; and

(d) Raymond James account ending #0607.

Husband shall receive as his sole and separate property, free and clear of any claim by Wife, the funds on deposit in the following institutional accounts:

(a) Pinnacle Bank account ending #2878;

(b) Pinnacle Bank account ending #2334;

(c) Raymond James account ending #0312 and

(d) Any accounts held in the name of his businesses.

6. RETIREMENT ACCOUNTS. Wife shall receive as her sole and separate property, free and clear of any claim by Husband, all funds on deposit in the following institution

(a) Raymond James SEP IRA account #8110;

(b) Raymond James SEP IRA account #8030; and

(c) Raymond James Roth IRA account #4574.

The Raymond James SEP IRA account #8030 is titled in the name of Husband. Both parties will cooperate in preparing and signing any document necessary to

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transfer those funds from his account to Wife's Raymond James SEP IRA account #8110 in a tax free manner.

Husband shall receive as his separate property, free and clear of any claims by Wife, all funds on deposit in the following institutional accounts:

(a) Raymond James Roth IRA account #0268.

7. EDUCATIONAL ACCOUNTS. There are two college educational accounts with American Funds and managed by Raymond James Financial Services, one for each child. Wife shall be added as a custodian to each account. Husband shall continue to deposit $500 per month into each child's account until the child obtains the age of 18. Any expenditure from these accounts shall require written consent of both parties. Should any funds remain after their intended use, the funds shall belong to Husband and Wife equally.

8. VEHICLES. Wife shall receive as her sole property, free and clear of any claim by Husband, the 2010 Toyota Sequoia VIN 5TDDW5G10AS024941. Wife shall be responsible for the debt associated with this vehicle and she will indemnify and hold Husband harmless therefrom. Husband shall receive as his sole property, free and clear of any claim by Wife, the 2010 Polaris Ranger ATV VIN 4XATH76A3A2880140. Husband shall be responsible for the debt associated with this vehicle and he will indemnify and hold Wife harmless therefrom. Both parties will be responsible for the insurance on their respective vehicles the first full month after entry of the Final Decree of Divorce.

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9. COUNTRY CLUB MEMBERSHIP. Wife shall be awarded the membership at Hillwood Country Club. Husband will have all dues, assessments and payments owing to Hillwood Country Club current through April 24, 2013.

10. BUSINESS INTERESTS. Husband shall receive as his sole and separate property, free and clear of any claim by Wife, his interest, if any, in any and all businesses and investments including but not limited to: Do-All Traps, LLC; ProStage Gear, LLC; Drop Tine, LLC; Making Bacon, LLC; Accuair, LLC; Fruition Holdings, LLC; EvoShield, LLC; Fortunate Envil, LLC; Global Vision Import Co. LLC; Merchantile Migration, LLC; Shane Busey, LLC; EZ Swing, LLC; Peg Leg BBQ Holdings, LLC; Kryptek and SPLT Holdings and all subsidiaries. Husband shall be solely and separately responsible for paying all costs, expenses, debts, liabilities, losses and/or taxes associated with all of his interest in these businesses and he shall indemnify and hold Wife harmless from any liability therefor.

11. ADDITIONAL DIVISION OF MARITAL ESTATE. Husband shall pay Wife the sum of $3,792,000 as an equitable division of the marital estate and Wife is awarded a judgment against Husband in this amount. The judgment shall be payable at the rate of $15,800 per month on a 20 year amortization with no interest and no prepayment penalty. The first payment on this judgment shall be due and payable on the first day of the month immediately following the entry of the Final Decree and on the first day of each month thereafter until paid in full. After ten (10) years from the date of entry of the Final Decree, if Husband has not paid down the judgment in full, the judgment will commence to accrue interest at the rate of 2.5% simple interest thereafter. This judgment is a division of marital assets only.

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In the event that Husband should sell any of his interest in Do All Traps, LLC and/or ProStage Gear, LLC, Husband will pay down the judgment by the amount of the Net Proceeds from the sale of such interest. The term "Net Proceeds" shall mean the net cash proceeds (after payment of all debts, liabilities, settlement charges, brokerage fees) received by Husband from the sale of these business interests less the federal or state income taxes to be paid by Husband related to his income or gain to Husband from such sale of such business interest.

12. ALIMONY. In conjunction with the alimony payments specified in paragraph three (3) herein (mortgage, taxes and insurance), Husband shall pay Wife alimony for 60 months commencing May 1, 2013. After the sale and closing of the marital home, Husband shall pay Wife, as transitional alimony, the fixed sum of $3,000 per month for the remaining period to equal a total of 60 months, which includes the months Wife resides in the marital residence prior to the sale of the home or until her death or remarriage or his death, whichever is the first event to occur. The payments shall be made on the 1st day of each month until terminated by the provisions of this paragraph. The alimony shall not be modifiable by either party or the court, except for the reasons set forth herein. These payments shall be taxable to Wife and deductible to Husband for Federal income tax purposes. This obligation shall be secured by life insurance on the life of Husband payable to Wife as beneficiary as set forth in Paragraph 13 herein.

13. LIFE INSURANCE. To secure his obligation to pay alimony as set forth in Paragraphs eleven (11) "Additional Division of Marital Property" and twelve (12) "Alimony" hereinabove, Husband shall maintain unencumbered life

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insurance on his life payable to Wife in the amount of $4,000,000. Husband shall ensure that Wife receives duplicate notification direct from the insurance company concerning any activity involving this policy including the event any premium payment is not timely made, there is a change in beneficiary designation or coverage is decreased. Husband shall also provide proof of coverage on the anniversary of the entry of the Final Decree of Divorce each year that this provision remains in effect. This amount shall decline on each anniversary date of the entry of decree in the amount of the property settlement and alimony payments paid by Husband. Husband shall pay the premiums. In the event Husband fails to maintain the life insurance as required, Wife shall have a priority claim against his estate as his obligations to pay these monies to her shall survive his death.

14. MEDICAL INSURANCE. Each party shall be responsible for providing their own health insurance.

15. ATTORNEY AND MEDIATION FEES. Husband shall pay Wife's attorney and expert fees in the sum of $30,000 due and payable on date of entry of Final Decree of Divorce. Wife shall be awarded those funds currently held in escrow held by Robert L. Jackson, to be applied toward her attorney fees. Any additional fees owed by Wife shall be her obligation. Husband shall pay any and all fees owed to his attorneys and experts. Husband shall be responsible for the payment of all mediation fees.

16. COURT COSTS. Husband shall pay all remaining unpaid court costs associated with the divorce proceedings pending in the Circuit Court for Davidson County, Tennessee.

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17. DEBTS. 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.

18. CREDITORS – T.C.A. § 36-4-134. This Agreement does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the 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.

19. FEDERAL INCOME TAX RETURN, TAX YEAR 2012. The parties will file separate Federal Income Tax Returns for the tax year ending December 31, 2012. Husband will claim the mortgage interest and property taxes on his tax return for 2012. Husband shall be credited for all estimated taxes paid for or credited for 2012. Each party shall be responsible for the payment of their 2012 taxes due and/or awarded any refund due on their individual return.

20. ALL OTHER PRIOR YEAR TAX RETURNS. 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

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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 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 spouse's 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.

21. RELEASE OF TORTIOUS LIABILITY. The parties understand and agree that this Agreement is intended to preclude either party from asserting claims and/or seeking damages against the other party for torts committed during the marriage. By signing this Agreement, each party releases the other from any such liability.

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22. BANKRUPTCY: 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. Alimony payments are not dischargeable in bankruptcy. Payments under paragraph eleven (11) are not alimony but a division of the marital estate and this paragraph does not apply to those payments. However, the parties acknowledge the determination of any issue arising under this section is in the exclusive jurisdiction of the United States Bankruptcy Court. It is further understood by the parties that the parties have assumed the aforementioned debts and agree to indemnify the other party harmless for same because of the relative financial resources of the parties. It is specifically understood that the alimony, support and division of the property has been calculated with the assumption of debt considered and it is hereby made subject to same.

23. 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 the other party is responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

24. ENFORCEMENT. In the event it becomes reasonably necessary for either party to institute or defend legal proceedings relating to the enforcement of

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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.

25. INCORPORATION INTO FINAL DECREE. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

26. FINAL AGREEMENT. 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 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.

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

28. 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.

29. 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 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.

30. 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.

31. 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.

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32. EXECUTION OF DOCUMENTS. 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.

33. MODIFICATION. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

34. REVOCATION OF BENEFICIARY DESIGNATIONS. 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 respective parties hereto and shall constitute a discharge from all claims arising out their marital relationship except as provided herein. 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

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35. TAX CONSEQUENCES: The parties acknowledge that they have been separately advised by their respective attorneys that there may be certain tax consequences pertaining to this Agreement, that neither attorney has furnished tax advice with respect to this Agreement, that each party has been directed and advised to obtain independent tax advice from qualified tax accountants or tax counsel prior to signing this Agreement that they have had the opportunity to do so, if applicable; and have availed themselves of that opportunity by obtaining said tax advice or have independently decided not to seek such advice

36. TAX EXEMPT STATUS: This Agreement includes the 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.

37. 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.

SHANE PETER LEANNA

JULIE NICOLE LEANNA

Copy

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Helen S. Rogers, a Notary Public in and for the aforesaid State and County, SHANE PETER LEANNA, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 25th day of April, 2013.

Helen S. Rogers
Notary Public

HELEN S. ROGERS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My commission expires:

MY COMMISSION EXPIRES: August 23, 2016

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Helen S. Rogers, a Notary Public in and for the aforesaid State and County, JULIE NICOLE LEANNA, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 25th day of April, 2013.

Helen S. Rogers
Notary Public

HELEN S. ROGERS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My commission expires:

MY COMMISSION EXPIRES: August 23, 2016

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RICHARD W. HOUK, CLERK

EXHIBIT A

Library Wall Unit, Tables, Chairs, Couch, Furniture in front room/Library and Art Work in that same room (move after sale of home) along with all hunting – fishing – outdoor books
Taxidermy (take now)

Gun Safe and all guns – except Nicole's Remington Shotgun and Browning Pistol

Polaris Ranger

Mountain Bike

Metal storage cabinets in garage
½ or all

Photos of Kids (or copies) (copies made at Husband's expense)

Copies or actual music CD's (copies made at Husband's expense)
Copies of any kids videos personal/school (copies made at Husband's expense)

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STATE OF TENNESSEE	COURT	COUNTY
	Circuit	Davidson
PERMANENT PARENTING PLAN ORDER ☐PROPOSED ☒ AGREED ☐ ORDERED BY THE COURT		FILE NO: 11D-2218 DIVISION: IV
PLAINTIFF *(Name: First, Middle, Last)* **Shane Peter LeAnna**		DEFENDANT *(Name: First, Middle, Last)* **Julie Nicole LeAnna**
☐ Mother ☒ Father		☒ Mother ☐ Father

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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.

☐ modifies an existing Parenting Plan dated: _____

☐ Modifies an existing Order dated: _____

Child's Name	Date of Birth
Kaiden Gray LeAnna	**11/08/2003**
Kylie Grace LeAnna	**6/08/2006**

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is: **Mother**

Under the above schedule each parent will spend the following number of days with the Children: Mother: **265** days Father: **100** days

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B. DAY-TO-DAY SCHEDULE

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

From **Thursday from school/5:00 pm** to **Sunday at 7:00 pm**
Day and Time *Day and Time*

☐ every week ☒ every other week ☐ other: _____

The other parent shall also have responsibility for the care of the child or children at the additional parenting times specified below:

From **Thursday from school/5:00 pm** to **Thursday at 7:00 pm**
Day and Time *Day and Time*

☐ every week ☒ every other week ☐ other: _____

This parenting schedule begins ☒ **immediately** or ☐ date of the Court's Order.

Father will have two weekends per month as stated above. To accommodate Father's work and travel schedule, Father will provide Mother notice of his two weekends at least 30 days prior to the 1st day of the month that he is scheduling. In the event an emergency work situation arises for Father or Mother and they are unable to have the children for his or her previously scheduled weekend, then both parents shall have first right of refusal to care for the children. Father's holiday weekends listed in Section C below will count as one of his two weekends for that month.

This parenting schedule begins ☒ **immediately** or ☐ date of the Court's Order.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER
Easter Weekend	**every**	
Mother's Day Weekend	**every**	
Memorial Day Weekend	**odd**	**even**
Father's Day Weekend		**every**
July 4th		**every**
Labor Day Weekend	**odd**	**even**

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	MOTHER	FATHER
Thanksgiving	see below	see below

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:
Thanksgiving – in even years Mother will have the day and time school is dismissed until Friday at noon and Father will have from Friday at noon until Sunday at 6pm. The schedule will be reversed in odd years.
July 4th begins 10:00 a.m. that day and ends 6:00 p.m. on July 5th unless it is part of Father's weekend, then it will be included in the weekend.

D. FALL VACATION *(If applicable)*

The day to day schedule shall apply except as follows:
Mother will have the entire Fall Break in odd years and Father will have the entire Fall Break in even years. The break begins the day and time school is dismissed until 6:00 p.m. the evening before school resumes.
In the event either parent is not able to spend Fall Break with the children due to work commitments, then the other parent will have the right of first refusal to care for the children.

E. WINTER (CHRISTMAS) VACATION

The ☒ mother ☐ father shall have the child or children for the first period from the day and time school is dismissed until December 27 at noon in ☒ odd-numbered years ☐ in even-numbered years ☐ every year. The other parent will have the child or children for the second period from the date and time indicated above until the morning school resumes.

Other agreement of the parents: **It is the intention of the parties that the break be divided equally according to the school schedule. Mother will have the first half and Father will have the second half odd years. The schedule will be reversed in even years. Each parent will have 3 hours with the children on Christmas Day if they are in the same town.**

F. SPRING VACATION *(If applicable)*

The day to day schedule shall apply except as follows:
Mother will have the entire Spring Break in odd years and Father will have the entire Spring Break in even years. The break begins the day and time school is dismissed until 6:00 p.m. the evening before school resumes.
In the event either parent is not able to spend Spring Break with the children due to work commitments, then Mother will have the right of first refusal to care for the children.
Beginning: _____

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G. SUMMER VACATION

The day to day schedule shall apply except as follows:
Each parent will have three weeks of uninterrupted parenting time, with no more than two weeks exercised consecutively.
Beginning: _____

Is written notice required? ☒ Yes ☐ No. If so, Father will chose his weeks and provide notice on or before March 1 in odd years and Mother will chose her weeks and provide notice on or before March 1 in even years.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the child or children shall be: **at Mother's residence as long as Mother resides in Davidson County, otherwise each parent will pick up at the start of their residential time from the other parent.**
Payment of long distance transportation costs *(if applicable)*:
☐ mother ☐ 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 ☐ check if applicable

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

J. OTHER

The following special provisions apply:
Holiday and special occasions take precedence over regularly scheduled parenting time.
In the event either parent goes out of the state with the children for any length of time, then the parent will give notice and an itinerary to the other parent.
Nothing in the plan prevents the parents from deviating from this agreement, in writing, if they agree to do so.

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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	☒ joint
Non-emergency health care	☐ mother	☐ father	☒ joint
Religious upbringing	☒ mother	☐ father	☐ joint
Extracurricular activities	☐ mother	☐ father	☒ joint
_____	☐ mother	☐ father	☐ joint
_____	☐ mother	☐ father	☐ joint

***For any agreed upon extra-curricular activities and camps, Father will pay up to $250 per month per child.**

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is: **$ 117,216.00**
Mother's gross monthly income is: **$ 7,750.00**

1. The final child support order is as follows:
The ☐ mother ☒ father shall pay to the other parent as regular child support pursuant to the Child Support Guidelines the sum of **$3,200.00** ☐ weekly ☒ monthly ☐ twice per month ☐ every two weeks. **The Child Support Worksheet shall be attached to this Order as an Exhibit.**

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

2. Retroactive Support: A judgment is hereby awarded in the amount of $_____ to the ☐ mother ☐ father against the child support payor representing retroactive support required under § 1240-5-4-.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.

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3. Payments shall be paid beginning May 1, 2013 and the 1st day of each month thereafter.

This support shall be paid:
☒ directly to the other parent
☐ to the Central Child Support Receipting Unit, P.O. Box 305200, Nashville, Tennessee 37229, and sent to the other parent at:

_____

_____

A Wage Assignment Order is attached to this Parenting Plan.
☐ by direct deposit to the other parent at _____ Bank for deposit in account number _____.
☐ other: _____.

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

4. Father shall pay the cost of private school tuition, books, fees for each child to attend private school through grade twelve.

B. FEDERAL INCOME TAX EXEMPTION

The ☒ mother ☐ father is the parent receiving child support.

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 exemption for the child.*

The Mother shall claim the following children: **Kaiden Gray LeAnna**
Kylie Grace LeAnna

The Father shall claim the following children: _____

_____

The ☐ mother ☐ father may claim the exemptions for the child or children so long as child support payments are current by the claiming parent on January 15 of the year when the return is due. The exemptions may be claimed in ☐ alternate years staring _____ ☐ each year ☐ other: _____.

The ☐ mother ☐ father will furnish IRS Form 8332 to the parent entitled to the exemption by February 15th of the year the tax return is due, if required.

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:

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- 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.
☒ maintained by the father.
☐ other:_____

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

Uncovered and reasonable and necessary medical expenses, which may include but is not limited to: deductibles or co-payments, orthodontics, eyeglasses, contact lens, routine annual physicals, and counseling will be paid by ☐ mother ☐ father ☒ 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 thirty days of receipt of the bill.

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

E. LIFE INSURANCE *(Required for parent paying child support.)*

Father shall maintain $1,000,000 of insurance on his life with Mother named the beneficiary as Trustee for each of the parties' children. Father's obligation to maintain said life insurance shall terminate when the youngest child attains the age of 18 years old or graduates high school, whichever occurs last. Within thirty (30) days of entry of the Final Decree of Divorce, Father shall provide to Mother proof that such life insurance coverage exists, with Mother named the beneficiary as Trustee for the children, and he shall continue to provide proof of coverage and the appropriate beneficiary designation on each anniversary of the date of entry of the Final Decree thereafter. Mother, as Trustee for the children, shall be and is hereby entitled to use the

Copy

income and corpus of the Trust to fulfill Father's obligations for the children pursuant to the terms of this Parenting Plan and to provide generally for their support, health and education. Mother shall serve as Trustee without having to post bond and shall not be required to make periodic accountings. The funds and assets held in Trust shall not be subject to the claim of any creditor of the children. Father shall request that the insurance company(ies) provide Mother with information requested by her pertaining to said life insurance and to notify her of any failure to pay in full when due the premiums required to keep said policy(ies) in force. Any funds remaining after the youngest child's 25th birthday will be divided between the children equally.

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

The child or children are scheduled to reside the majority of the time with ☒ mother ☐ father. This parent is designated as the primary residential parent also known as the custodian, SOLELY for the 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 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:

☒ 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 ☐ 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.

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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 *Tenn. Code Ann.* § 36-6-101 of Tennessee law, both parents are entitled to the following rights:

(A) The right to unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;

(B) The right to send mail to the child which the other parent will not open and shall not open or censor;

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

(D) The right to receive directly from the child's school upon written request which includes a current mailing address and upon payment of reasonable costs of duplicating, copies of the child's report cards, attendance records, names of teachers, class schedules, standardized test scores and any other records customarily made available to parents;

(E) The right to receive copies of the child's medical records directly from the child's doctor or other health care provider upon written request which contains a current mailing address and upon payment of reasonable costs of duplication;

(F) 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;

(G) The right to be given at least forty eight (48) hours notice, whenever possible, of all extra-curricular activities, and the opportunity to participate or observe, including, but not limited to, the following:

(i.) School activities;
(ii.) Athletic activities;
(iii.) Church activities; and
(iv.) Other activities as to which parental participation or observation would be appropriate.

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

(I) The right of access and participation in education, including the right of access to the minor child or children for lunch and other activities, on the same basis that is

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provided to all parents, provided the participation or access is reasonable and does not interfere with the day-to-day operations or with the child's educational performance.

VII. NOTICE REGARDING PARENTAL RELOCATION

The Tennessee statute *Tenn. Code Ann.* § 36-6-108, which governs the notice to be given in connection with the relocation of a parent reads in pertinent part as follows:

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

1. Statement of intent to move;
2. 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. If one or both parents have not attended the parent education class, the certificate shall be filed with the court within sixty (60) days of this order.

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 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.)*

Julie Nicole Lafluna
Mother

4-25-13 Nashville, TN
Date and Place of Signature

Sworn to and subscribed before me this 25th day of April, 2013

My commission expires: _____ Notary public: Helen S Rogers

HELEN S. ROGERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

MY COMMISSION EXPIRES:
August 23, 2015

Copy

Father

4/25/13
Date and Place of Signature

Sworn to and subscribed before me this 25th day of April, 2013

My commission expires: HELEN S. ROGERS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES: August 23, 2015 Notary public:

APPROVED FOR ENTRY:

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Nashville, Tennessee 37212
(615) 244-4270

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.

ENTERED this 26th day of April, 2013.

JUDGE

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

3/18/2013 - 12:26 PM

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:	Julie Nicole LeAnna	X		
Name of Father:	Shane Peter LeAnna		X	
Name of non-parent Caretaker:				

TCSES case #:
Docket #: 11D-2218
Court name: Fourth Circuit Court, Davidson County

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Kaiden Gray LeAnna	11/8/2003	265	100	
Kylie Grace LeAnna	6/8/2006	265	100	

2013 APR 26 PM 4:24

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		$ 7,750.00	$ 117,216.00	
	1a	Federal benefit for child			
	1b	Self-employment tax paid			
	1c	Subtotal	7,750.00	117,216.00	
	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)		$ 7,750.00	$ 117,216.00	
2a	Combined Adjusted Gross Income	$124,966.00			
3	Percentage Share of Income (PI)		6%	94%	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 9785.90	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 9198.75	
5	Each parent's average parenting time	N/A	100	
6	Parenting time adjustment	$ N/A	$ -56.30	
7	Adjusted BCSO	$ 0.00	$ 9,142.45	

Copy

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	$ 9,142.45	

Part V. Presumptive Child Support Order

		OBLIGATION		
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 3,200.00	

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

Low Income? [redacted] (N=15% Y=7.5%)

Current Order Flat %? [redacted] (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	$ 3,200.00	
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 3,200.00	

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: [redacted]

Title: [redacted]

Date: 3/18/2013

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It is further **ORDERED, ADJUDGED and DECREED** that the addresses of the parties are as follows:

Julie Nicole LeAnna
6122 Robin Hill Road
Nashville, Tennessee 37205

Shane Peter LeAnna
600 12th Avenue South
Nashville, Tennessee 37203

It is further **ORDERED AND ADJUDGED** that the remaining unpaid Court costs of this cause shall be taxed to Plaintiff, for all of which execution may issue if necessary.

ENTERED this the 26th day of April, 2013.

PHILIP E. SMITH, JUDGE

Approved For Entry:

Cheatham, Palermo & Garrett

Rose Palermo

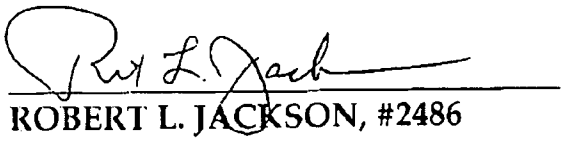
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(615) 256-2602

Attorney for Mrs. LeAnna

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 26 day of APRIL, 2013, in Docket Number 11D2218 between LEANNA, SHANE PETER, Plaintiff, and LEANNA, JULIE NICOLE, 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 16 day of JUNE in the year two thousand seventeen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

SEAL