Karen Johnson Davidson County
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20220727-0085761

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 01 day of JUNE, 2022, in Docket Number 22D87 between ELKHATIB, MAHMOUD S., Plaintiff, and RASIG, NOTRUD, 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 27 day of JULY in the year two thousand twenty-two and in the 246th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

RICHARD R. ROOKER [SEAL] CIRCUIT COURT CLERK

EFILED 06/01/22 03:49 PM CASE NO. 22D87 Richard R. Rooker, Clerk

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

Mahmoud S. Elkhatib,
Plaintiff,

v.

Notrud Rasig,
Defendant.

Docket No. 22D87

FINAL DECREE OF DIVORCE

This cause came on to be heard on June 1, 2022, before the Honorable Philip E. Smith, Judge for the Fourth Circuit Court of Davidson County, Tennessee, upon the Husband's *Complaint for Divorce* filed on or about January 19, 2022.

Present in open court was the Plaintiff/Husband, Mahmoud S. Elkhatib represented by Hunter T. Evans, Esq.

Based upon the *Marital Dissolution Agreement* and *Permanent Parenting Plan* submitted to the Court for approval, testimony offered in open Court, statements of counsel and the entire record as a whole, the Court finds as follows:

1. There exists between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible.
2. The *Marital Dissolution Agreement* submitted to the Court for approval is fair and equitable and should be approved and made the Order of this Court.
3. The *Permanent Parenting Plan* submitted to the Court for approval is in the best interest of the parties' minor children and should be approved and made the Order of this Court.

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It is further **ORDERED, ADJUDGED AND DECREED** that Plaintiff, Mahmoud Elkhatib, is hereby awarded an absolute divorce on the ground of irreconcilable differences and both parties are hereby restored to all the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED AND DECREED** that the *Marital Dissolution Agreement* executed by the parties and submitted to this Court does make equitable and sufficient provision for the division of the marital properties, and the Court approves the *Agreement* and hereby adopts it in the entirety as a separate Order of this Court, and more particularly set out as follows, to wit:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

Mahmoud S. Elkhatib,
Plaintiff/Husband,

v.

Notrud Rasig,
Defendant/Wife.

Docket No. 22D87

MARITAL DISSOLUTION AGREEMENT

WHEREAS, NOTRUD RASIG (hereinafter referred to as the "Wife") and MAHMOUD S. ELKHATIB (hereinafter referred to as the "Husband") have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, it is understood that Husband will file suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson, Nashville, Tennessee, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be attached to the Complaint for Divorce as an exhibit, to which reference is specifically made. It is further understood that the Wife, by signing this Agreement, makes a general appearance before the Court for Davidson County at Nashville,

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Tennessee for the purpose of granting the Husband a divorce upon the grounds of irreconcilable differences; and

WHEREAS, there are minor children born of this marriage, namely,

Iman Elkhatib	10/29/2003
Somayah Elkhatib	05/17/2005
Heba Elkhatib	06/16/2007

WHEREAS, the Wife in this cause by entering into this Agreement waives jurisdiction, venue and further service and waives filing an answer to the Complaint in this cause.

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

I. NO INTERFERENCE.

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

II. DIVORCE.

It is agreed by and between the parties that the Husband shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

a) Vehicles. It is agreed by and between the parties that the Husband shall keep as Husband sole property the 2015 Mercedes ML350, VIN#4JGBB5GBXAA538803 which Husband drives as Husband's vehicle, titled in the Husband's name. Any interest of the Wife in the vehicle is hereby divested from the Wife and reinvested in the Husband

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so that the Husband shall own said vehicle as Husband's sole property, free and clear of any claim of the Wife. It is further agreed that the Husband shall be solely responsible for any debts and encumbrances thereon, and that Husband shall indemnify and hold the Wife harmless thereon.

It is agreed by and between the parties that the Wife shall keep as Wife sole property the 2006 Toyota Sequoia VIN#5TDBT44A125059570 which Wife drives as Wife's vehicle, titled in the Husband's name. Any interest of the Husband in the vehicle is hereby divested from the Husband and reinvested in the Wife so that the Wife shall own said vehicle as Wife's sole property, free and clear of any claim of the Husband. It is further agreed that the Wife shall be solely responsible for any debts and encumbrances thereon, and that Wife shall indemnify and hold the Husband harmless thereon.

b) Household Furniture, Fixtures & Appliances. It is agreed by and between the parties that the Wife shall be awarded all personal property and household items located in 8969 HWY 100, Nashville, TN 37221 free and clear of any claim of Husband.

Husband shall be awarded all personal property and household items in his possession free and clear of any claim of Wife.

c) Bank Accounts. It is agreed by and between the parties that each party shall own as their sole property any and all bank accounts, being checking, savings or otherwise, that they have in their sole names. It is further agreed by and between the parties that each party shall relinquish any claim that they may have in any funds in the bank account in the name of the other. The parties acknowledge that they do not have a joint bank account.

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IV. BUSINESS INTERESTS

a) Husband shall be awarded all right, title and interest in Finer Housing LLC, Historic Homes LLC and MSK Pro LLC free and clear of any claim of Wife including any real property, inventory, investments, trademark or other rights owned by Finer Housing LLC, Historic Homes LLC or MSK Pro LLC. As between Husband and Wife, Husband shall be solely liable for any liability stemming from Finer Housing LLC, Historic Homes LLC and/or MSK Pro LLC and shall hold Wife harmless for any liability associated therewith including any SBA loans in the approximate amount of $1,019,200.

b) Husband is owner of Italia Pizza and Pasta in Nashville, TN. Wife agrees that any interest of Wife has in business is divested out of Wife and reinvested in Husband so that Husband owns Italia Pizza free of interest of Wife. Husband is solely responsible for any encumbrances as a result of Husband's ownership in business, and indemnifies and holds Wife harmless thereon. The parties agree that Husband has operated the business and that Wife is an innocent spouse pursuant to I.R.C. 6015(b), as the Husband operated the business and Wife did not know, and had no reason to know, about the details of the operation of the business and the payment of taxes for said business.

V. REAL PROPERTY.

It is agreed by and between the parties that the Husband shall relinquish any interest that Husband might have in the real property owned by the parties located at 8969 HWY 100, Nashville, TN 37221, and more particularly described below, so that the Wife shall own this property free and clear of any interest or claim of the Husband, and any interest of the Husband shall be and hereby is divested from Husband and reinvested

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in the Wife. There is currently no mortgage on this real property. The property is more particularly described as follows:

A CERTAIN TRACT OR PARCEL OF LAND SITUATED IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT;

BEGINNING IN THE SOUTHERLY RIGHT OF WAY OF HIGHWAY NO. 100 SAID POINT BEING THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TOW. W. MITCHELL AND WIFE, PAULINE MITCHELL, BY DEED OF JESSE M. SAWYER AND WIFE, OF RECORD IN BOOK 1586, PAGE 236, REGISTER'S OFFICE FOR SAID COUNTY; **THENCE WITH MITCHELL'S WEST LINE, SOUTH 1 DEGREE EAST 764 FEET TO A STAKE; THENCE SOUTH 74 DEG. WEST 100 FEET TO A STAKE; THENCE NORTH 31/2 DEGREES WEST 555 FEET TO A STAKE; THENCE NORTH 14 DEGREES WEST 190 FEET TO A STAKE IN THE SOUTHERLY MARGIN OF HIGHWAY N0.100; THENCE WITH THE SOUTHERLY MARGIN OF SAID HIGHWAY NO. 100, NORTH 73 DEGREES EAST 163 FEET TO THE BEGINNING CONTAINING 1 % ACRES MORE OR LESS.**

Being Property Conveyed by Substitute Trustee's Deed from Jason Mangrum, Subsitute Trustee to Deutsche Bank National Trust Company, as Trustee for Novastar Mortgage Funding Trust, Series 2007-2, recorded May 22, 2014, in Instrument no. 20140522-0044152, Davidson County, Tennessee.

It is further agreed by and between the parties that the Wife shall relinquish any interest that Wife might have in the real property owned by the parties located at 1600 Woodland Street, Nashville, TN 37206, and more particularly described below, so that the Husband shall own this property free and clear of any interest or claim of the Wife, and any interest of the Wife shall be divested from Wife and reinvested in the Husband. There is currently a mortgage in Husband's name only. The property is more particularly described as follows:

Property having the following description:
Being Lot No.1 in the subdivision of the subdivision of the Lindsley Chadwell tract of land, a plan of which is of record in Book 2, page 24, in the Chancery Court at Nashville, Tennessee.

Said Lot No.1 fronts 45 feet on the southerly side of Woodland Street and extends back southwardly and along the eastern margin of North 16th Street 150 feet to alley, and measures on said alley 45 feet and 7 inches.

Being the same property conveyed to Charles D Sloan and wife Patricia Sloan by deed from Ralph C. Fox and wife, Ruby G. Fox dated July 16,1987 of record in Book 8228, page 757, said Register's Office.

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Also being the same property conveyed to Charles D. Sloan by Quitclaim Deed from Patricia M Sloan dated September 17,1997 of record in Book 10611, page 587, said Register's Office.

Also being the same property conveyed to Steven Patrick Brian Sloan by Quitclaim Deed from Charles D Sloan dated September 25,2003 of record in 20040120-007460, said Registers Office.

Also being the same property conveyed to Patricia Maynard Sloan by Quitclaim Deed from Steven Patrick Brian Sloan dated July 20, 2004 of record in Instrument No. 20040720-0086399, said Register's Office.

Patricia M Sloan having died June 16,2007 and leaving a will that was probated in Davidson County, Tennessee under Docket Number 09P1809. Tanya Marie Yvonne Sloan is the beneficiary under the Last Will and Testament of Patricia M Sloan.

The property 1600 Woodland Street, Nashville Tennessee 37206 was left to Tanya Marie Yvonne Sloan. Further, Quitclaim Deeds of record in Instrument No. 20070622-0075054, 20070824-0101938 and 20091125-0108677 set aside by Court Order in Case No. 09-0956-111 in Davidson County, Tennessee.

VI. RETIREMENT PLANS.

The parties acknowledge that they have not acquired an interest in a retirement/pension/profit sharing plan as a result of their employment.

VII. MARITAL DEBTS.

It is agreed by and between the parties that they have incurred no joint debts during the marriage. It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

Notice pursuant to T.C.A. §36-4-134: This Final Decree of Divorce 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 this Final Decree for an

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account, any debt associated with an account or any debt. Therefore, it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

VIII. ALIMONY.

As alimony in solido, Husband shall pay to Wife, $150,000.00 (One Hundred and Fifty Thousand Dollars and Zero Cents) by transfer to the bank account of Wife within 48 hours of the entry of the *Final Decree of Divorce*.

IX. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

X. INCOME TAXES.

The parties agree that they shall assume any and all liability whatsoever for any joint indebtedness to the United States Internal Revenue Service incurred by the parties during their marriage prior to December 31, 2018. Each party further agrees to indemnify and hold the other party harmless for their portion of any such joint debt.

The parties agree that each shall file a separate income tax return for the 2020 and 2021 tax years, and each shall be solely responsible for the payment of any federal income tax owed on their separate returns for 2020 and 2021 tax years.

XI. ATTORNEY FEES.

It is agreed by and between the parties that each party shall be responsible for their own attorney's fees.

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XII. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be paid by the Husband.

XIII. PERMANENT INJUNCTION.

It is agreed by and between the parties that both parties should be permanently restrained and enjoined from coming about the other for the purpose of harming, harassing, threatening, or intimidating the other.

XIV. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XV. ESTATE WAIVER.

It is agreed by and 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 others property, including without limitation, dower, courtesy, 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/trix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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XVI. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XVII. ENFORCEMENT.

It Is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement or the accompanying Permanent Parenting Plan incorporated into the *Final Decree of Divorce*, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees and court costs incurred in prosecuting the action.

XVIII. NO OTHER ASSETS.

The parties acknowledge that there are no other 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 a full disclosure to each other of all assets in which they have an interest.

XIX. WAIVER OF DISCOVERY.

By signing this agreement, both parties acknowledge their respective rights under the Tennessee Rules of Civil Procedure, to participate in written interrogatories, requests for production of documents and/or oral depositions as a part of this proceeding. Both

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parties agree that they have had such access to records, documents, accounts, things, experts, and information as they desire prior to entering into this agreement and both parties acknowledge that they have individually decided to enter into this agreement without exercising their right to complete any further discovery. Both parties understand that it may be in his or her best interest to participate in written discovery. Both parties waive the right to undergo further discovery and desire to enter into this agreement to settle this matter according to the terms set forth in this Agreement, subject to the Court's approval.

XX. NO UNDUE INFLUENCE.

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.

XXI. SEVERABILITY.

In the event that 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.

XXII. AFTER-ACQUIRED PROPERTY.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

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XXIII. 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 nondischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

XXIV. TAX EXEMPT STATUS.

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

XXV. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

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WITNESS OUR HANDS, this 4th day of March, 2022 as to the Notrud Rasig, and this 21st day of March, 2022 as to the Mahmoud S. Elkhatib.

Notrud Rasig

Mahmoud S. Elkhatib

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Notrud Rasig, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 4 day of March, 2022.

NOTARY PUBLIC John Conzo

My Commission expires: 9/2/24

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 9-2-2024

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Mahmoud S. Elkhatib, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 21st day of March, 2022.

NOTARY PUBLIC Payton Doherty

My Commission expires: 5/9/23

Payton Doherty STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

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It is further **ORDERED, ADJUDGED AND DECREED** that the *Permanent Parenting Plan* executed by the parties and submitted to this Court does make adequate and sufficient provisions for the care and custody of the parties' minor children and is in the best interest of the minor children. Said *Permanent Parenting Plan* is hereby adopted in the entirety as a separate *Order* of this Court, and more particularly set out as follows, to wit:

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STATE OF TENNESSEE	FOURTH CIRCUIT COURT	DAVIDSON COUNTY
AGREED PERMANENT PARENTING PLAN ORDER		DOCKET NO. 22D87
PLAINTIFF MAHMOUD S. ELKHATIB, HUSBAND	DEFENDANT NORTRUD RASIG, WIFE	

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

This plan is a new plan.

Child's Name	Date of Birth
Iman Elkhatib	October 29, 2003
Somayah Elkhatib	May 17, 2005
Heba Elkhatib	June 16, 2007

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The parties shall be Joint Primary Residential Parents.

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

Mother shall have responsibility for the care of the children for one week from Friday at 6 p.m. until the following Friday at 6 p.m. when Father shall have responsibility for the care of the children for one week from Friday at 6 p.m. until the following Friday at 6 p.m.

This parenting schedule begins on the date of the Court's Order.

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

	MOTHER	FATHER
Mother's Day Weekend‡	Every	Never
Father's Day Weekend‡	Never	Every
Thanksgiving**	Even	Odd
EID	Odd	Even

A holiday shall begin at 6:00 p.m. on the night preceding the holiday and end at 8:00 p.m. the night of the holiday, unless otherwise noted here:

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‡ Mother's Day Weekend & Father's Day Weekend shall be from pickup from school/daycare on the Friday preceding the holiday (6 p.m. if a non-school day) until 6 p.m. on the holiday.

**Thanksgiving - The parent designated to have the Thanksgiving holiday shall have the children from Wednesday when school releases until Friday at 6 p.m. The other parent shall have the children from Friday at 6 pm to Sunday at 6 p.m.

D. FALL VACATION

In odd-numbered years, Mother shall have the children for Fall Vacation from the day and time school is released until 6 pm on the evening before school resumes.
In even-numbered years, Father shall have the children for Fall Vacation from the day and time school is released until 6 pm on the evening before school resumes.

E. WINTER (CHRISTMAS) VACATION

Father shall have the child for the first period from the day and time school is dismissed until December 26 at 12 p.m. in even-numbered years. The other parent will have the child for the second period from the day and time indicated above until 6:00 p.m. on the evening before school resumes. The parties shall alternate the first and second periods each year.

F. SPRING VACATION

In odd-numbered years, Father shall have the children for Spring Vacation from the day and time school is released until 6 pm on the evening before school resumes.
In even-numbered years, Mother shall have the children for Spring Vacation from the day and time school is released until 6 pm on the evening before school resumes.

G. SUMMER VACATION

The day-to-day schedule shall apply.

H. TRANSPORTATION ARRANGEMENTS

The place of meeting for the exchange of the children shall be that the parent beginning his/her parenting time shall pick up and drop off the minor children from the other parent's residence. The parties may agree in writing to an alternate occasion.
Payment of long-distance transportation costs *(Not applicable)*
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 *(Not applicable)*

J. OTHER

The following special provisions apply:

1. OTHER PARENTING TIMES: The children shall be entitled to spend time with each parent at times other than as stated above as agreed upon by the parties. Both parties are encouraged to have flexibility and reciprocity in arranging other time-sharing periods.
2. CHANGE OF ADDRESS OR PHONE NUMBER: Each party will notify the other parent of any change of address or phone number within 24 hours of the change.

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3. SCHOOL CALENDAR: The dates for the Fall, Winter, Spring and Summer Vacation shall be observed in accordance with the school calendar where the child is enrolled.

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

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $10,000.00
Mother's gross monthly income is $1,256.67

1. The final child support order is as follows:
Father shall pay to Mother as regular child support the sum of $2,000.00 per month due on the 1st of each month commencing the first month after the date of entry of this Parenting Plan Order. Child Support Worksheet attached to this Order as an Exhibit.*

Upward Deviation: The parties agree that the foregoing amount includes an upward deviation in the amount of $572.00. The parties agree to this deviation from child support because the parties have been separated for nearly three years during which time the parties have agreed for Father to pay to Mother, $1,000 per child per month. The parties agree that this is working in the children's best interest and should continue.

The presumptive amount of the child support (without the deviation): $1,428.00.

How is the application of the Guidelines unjust or inappropriate? It is inappropriate to deprive the children of additional support from Father if both parents agree that Father will provide *more* money for the children while in Mother's care than the Guidelines would.

How is the best interest of the child served? The children will be well-provided for in both homes.

Does the child support obligation after the deviation provide for all of the children's needs, taking into consideration both parents' income? Yes.

NSR

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2. Retroactive Support: None.

3. Payments shall begin on the 1st day of the month following entry of the Court's Order.

This support shall be paid directly to the other parent. The parents acknowledge that court approval must be obtained before child support can be reduced or modified.

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

B. FEDERAL INCOME TAX EXEMPTION

Mother is the parent receiving child support. Mother shall claim the following children: Iman Elkhatib and Heba Elkhatib
Father shall claim the following child: Somayah Elkhatib

Each party shall furnish IRS Form 8332 to the parent entitled to the exemption by February 15th of the year the tax return is due.

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

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

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

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

D. HEALTH AND DENTAL INSURANCE

Reasonable health insurance on the children will be maintained by Mother through Tenncare as long as eligible and then Father shall be responsible.

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 pro rata in accordance with the incomes of the parties. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

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If available through work, dental, orthodontic, and optical insurance on the minor child or children will be maintained by Father.

E. LIFE INSURANCE

Father shall insure his own life in the amount of $50,000.00 by whole life or term insurance. Until the child support obligation has been completed, said policy shall name 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 children are scheduled to reside the majority of the time with both parents. This parent is designated as the primary residential parent also known as the custodian, **SOLELY** for purposes of any other applicable state and federal laws. If the parents are listed in Section II as joint decision-makers, then, for purposes of obtaining health or other insurance, they shall be considered to be joint custodians. THIS DESIGNATION DOES NOT AFFECT EITHER PARENT'S RIGHTS OR RESPONSIBILITIES UNDER THIS PARENTING PLAN.

V. DISAGREEMENTS OR MODIFICATION OF PLAN

Should the parents disagree about this Parenting Plan or wish to modify it, they must make a good faith effort to resolve the issue by the process selected below before returning to Court. *Except for financial support issues including child support, health and dental insurance, uncovered medical and dental expenses, and life insurance*, disputes must be submitted to mediation by 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 written request.

In the dispute resolution process:

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

VI. RIGHTS OF PARENTS

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

1. The right to unimpeded telephone conversations with the child at least twice a week at reasonable times and for reasonable durations. The parent exercising parenting time shall furnish the other parent with a telephone number where the child may be reached at the days and time specified in a parenting plan or other court order or, where days and times are not specified, at reasonable times;

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2. The right to send mail to the child which the other parent shall not destroy, deface, open or censor. The parent exercising parenting time shall deliver all letters, packages and other material sent to the child by the other parent as soon as received and shall not interfere with their delivery in any way, unless otherwise provided by law or court order;
3. The right to receive notice and relevant information as soon as practicable but within twenty-four (24) hours of any hospitalization, major illness or injury, or death of the child. The parent exercising parenting time when such event occurs shall notify the other parent of the event and shall provide all relevant healthcare providers with the contact information for the other parent;
4. The right to receive directly from the child's school any educational records customarily made available to parents. Upon request from one parent, the parent enrolling the child in school shall provide to the other parent as soon as available each academic year the name, address, telephone number and other contact information for the school. In the case of children who are being homeschooled, the parent providing the homeschooling shall advise the other parent of this fact along with the contact information of any sponsoring entity or other entity involved in the child's education, including access to any individual student records or grades available online. The school or homeschooling entity shall be responsible, upon request, to provide to each parent records customarily made available to parents. The school may require a written request which includes a current mailing address and may further require payment of the reasonable costs of duplicating such records. These records include copies of the child's report cards, attendance records, names of teachers, class schedules, and standardized test scores;
5. Unless otherwise provided by law, the right to receive copies of the child's medical, health or other treatment records directly from the treating physician or healthcare provider. Upon request from one parent, the parent who has arranged for such treatment or health care shall provide to the other parent the name, address, telephone number and other contact information of the physician or healthcare provider. The keeper of the records may require a written request including a current mailing address and may further require payment of the reasonable costs of duplicating such records. No person who receives the mailing address of a requesting parent as a result of this requirement shall provide such address to the other parent or a third person;
6. The right to be free of unwarranted derogatory remarks made about such parent or such parent's family by the other parent to or in the presence of the child;
7. The right to be given at least forty-eight (48) hours notice, whenever possible, of all extracurricular school, athletic, church activities and other activities as to which parental participation or observation would be appropriate, and the opportunity to participate in or observe them. The parent who has enrolled the child in each such activity shall advise the other parent of the activity and provide contact information for the person responsible for its scheduling so that the other parent may make arrangements to participate or observe whenever possible, unless otherwise provided by law or court order;
8. The right to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than forty-eight (48) hours, an itinerary which shall include the planned dates of departure and return, the intended destinations and mode of travel and telephone numbers. The parent traveling with the child or children shall provide this information to the other parent so as to give that parent reasonable notice; and

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

VII. NOTICE REGARDING PARENTAL RELOCATION

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

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

(1) Statement of intent to move;

(2) Location of proposed new residence;

(3) Reasons for proposed relocation; and

(4) Statement that absent agreement between the parents or an objection by the non-relocating parent within thirty (30) days of the date notice is sent by registered or certified mail in accordance with subsection (a), the relocating parent will be permitted to do so by law.

(b) Absent agreement by the parents on a new visitation schedule within thirty (30) days of the notice or upon a timely objection in response to the notice, the relocating parent shall file a petition seeking approval of the relocation. The non-relocating parent has thirty (30) days to file a response in opposition to the petition. In the event no response in opposition is filed within thirty (30) days, the parent proposing to relocate with the child shall be permitted to do so.

(c) (1) If a petition in opposition to relocation is filed, the court shall determine whether relocation is in the best interest of the minor child.

VIII. PARENT EDUCATION CLASS

This requirement has been fulfilled by neither Mother nor Father.

Failure to attend the parent education class within 60 days of this order is punishable by contempt.

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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, NORTRUD RASIG — 05/12/2022, Nashville TN
Date and Place Signed

Sworn to and subscribed before me this 12th day of May, 2022.

NOTARY PUBLIC

My Commission expires: 1/6/2025

NOTARY PUBLIC STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Father, MAHMOUD S ELKHATIB — April 26, 2022 Nashville, TN
Date and Place Signed

Sworn to and subscribed before me this 26th day of April, 2022.

NOTARY PUBLIC

My Commission expires: 01/28/2022

HUNTER THOMAS EVANS STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SUMNER

APPROVED FOR ENTRY:

Hunter T. Evans, BPR #037791
Attorney for Father
615 Main St., Suite 106
Nashville, Tennessee 37206
Phone: (615) 428-7345
Email: Hunter@rolandhairston.com

~~*Emily Pfeiffer, BPR #036156*~~ Hailey Parmenter w/ perm HTE 37228
Attorney for Mother
NASHVILLE LAW OFFICES, PLLC
208 3rd Ave N. #100
Nashville, TN 37201
Phone: (615) 843-3476
037442

Note: The judge 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 to the Father.

It is so ORDERED this the 1st day of June, 2022.

Judge Philip E. Smith

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Effective as of 10/01/2021

State of Tennessee - Department of Human Services
Child Support Worksheet

4/21/22 - 9:14 AM

Part I. Identification

			PRP	ARP	SPLIT
Indicate the status of each parent or caretaker by placing an "X" in the appropriate column	Name of Mother or Parent 1:	Notrud Resig	X		
	Name of Father or Parent 2:	Mahmoud S. Elkhatib		X	
	Name of non-parent Caretaker:				
	TCSES case #:				
	Docket #:				
	Court name:	Fourth Circuit Court, Davidson County, TN			

Name(s) of Child(ren)	Date of Birth	Days with Mother or Parent 1	Days with Father or Parent 2	Days with Caretaker
Iman Elkhatib	10/29/03	182.5	182.5	
Sonayah Elkhatib	5/17/05	182.5	182.5	
Heba Elkhatib	6/16/07	182.5	182.5	

Part II. Adjusted Gross Income

				Mother or Parent 1 \ Column A	Father or Parent 2 \ Column B	Nonparent Caretaker \ Column C
	1	Monthly Gross Income		$ 1,256.67	$ 10,000.00	
		1a Federal benefit for child		+	+	
Use Credit Worksheet to calculate line items 1d - 1e		1b Self-employment tax paid		-	-	
		1c Subtotal		1,256.67	10,000.00	
		1d Credit for in-home children		- 0.00	- 0.00	
		1e Credit for not-in-home children		- 0.00	- 0.00	
	2	Adjusted Gross Income (AGI)		$ 1,256.67	$ 10,000.00	
	2a	Combined Adjusted Gross Income	$11,256.67			
	3	Percentage Share of Income (PI)		11%	89%	
	3a	Means Tested Income only (Y/N)		N	N	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 1831.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 1629.59	
4b	BCSO if Self Support Reserve (SSR) is applied	N/A	N/A	
5	Each parent's average parenting time	N/A	183	
5a	Parenting Time Adjustment (68 or less days)	N/A	N/A	
5b	Adjusted BCSO (68 or less days)	N/A	N/A	
6a	Parenting Time Adjustment (92 or more days)	N/A	-201.41	
6b	Adjusted BCSO (92 or more days)	N/A	1428.18	
7	Calculated BCSO	$ 0.00	$ 1,428.18	

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Child Support Worksheet

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Part IV. Additional Expenses

		Mother or Parent 1 \ Column A	Father or Parent 2 \ Column B	Nonparent Caretaker \ Column C
8a	Children's portion of health insurance premium	$	$	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 0.00	$ 0.00
10	Share of additional expenses owed	$ 0.00	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 0.00	$ 1,428.18	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 1,428.00

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

Current Order Flat %? N (N / Y)

Modification of Current Child Support Order

13a	Current child support order amount for the obligor parent	$	$
13b	Amount required for significant variance to exist	$ 0.00	$ 0.00
13c	Actual variance between current and presumptive child support orders	$ 0.00	$ 0.00

Part VI. Deviations and FCSO

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

14	Deviations (Specify): The parties agree to an upward deviation as set forth in the Permanent Parenting Plan.	$	$ 572.00
15	Adjusted for Minimum Order (Y/N)	N	N
16	Final Child Support Order (FCSO)	$ 0.00	$ 2,000.00
17	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 2,000.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Roland T. Hairston, II
Title: Attorney for Father

Date: 4/21/22

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It is further **ORDERED** that each of the parties shall be responsible for paying his or her own attorney's fees and the Husband shall be responsible to pay any unpaid court costs in this cause for which execution may issue, if necessary, as set forth in the parties' *Marital Dissolution Agreement*.

It is further **ORDERED** that Roland T. Hairston, II, Esq. and Hunter T. Evans, Esq. shall be and hereby is relieved as counsel of record and surety for Plaintiff.

NOTICE: Pursuant to T.C.A. §36-4-134 this *Marital Dissolution Agreement* does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of this Agreement 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.

Enter this 1st day of June 2022.

Judge Philip E. Smith

APPROVED FOR ENTRY:

s/ Hunter T. Evans
Hunter T. Evans, 37791
Attorney for Plaintiff
615 Main Street, Suite 106
Nashville, TN 37206
Phone: 615-428-7345
Email: Hunter@rolandhairston.com

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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been served on this the June 1, 2022 to the following via U.S. Mail

Hailey Parmenter, Esq.
NASHVILLE LAW OFFICES, PLLC
208 3rd Ave N. #100
Nashville, TN 37201

/S/ Hunter T. Evans
Hunter T. Evans