STATE OF TENNESSEE

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FRANK HOWARD JR. REED
[Plaintiff(s)]

vs.

Docket No: ***98D2820***

TONYA CHARON REED
[Defendant(s)]

I, JOSEPH P. DAY, 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 above styled case on May 5, 1999 in the Fifth Circuit Court for Davidson County, Tennessee, 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, on October 9, 2025.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____ ***Deputy Clerk***

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

99 MAY -5 PM 2:42

CLERK

D.C.

FRANK HOWARD REED, JR., Husband,	)	
vs.	)	No. 98D-2820
TONYA CHARON REED, Wife.	)	**NOTICE OF ENTRY REQUESTED**

FINAL DECREE

This cause came on to be heard on the 5th day of May, 1999, before the Honorable ~~Muriel Robinson~~ James L Weatherford sitting by designation for, Judge ~~of~~ the Fourth Circuit Court for Davidson County, Tennessee, upon Husband's Complaint for Absolute Divorce, Wife's Answer and Counter-Complaint and Husband's response thereto having been withdrawn; upon the Marital Dissolution Agreement, which provides for custody and support of the parties' minor children, division of the parties' respective rights and interests in all joint and individual property, and apportionment of responsibility for payment of the parties' joint and individual debts; upon all of the pleadings, from all of which the Court affirmatively found that the allegations of Husband's Complaint are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Husband to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves and made adequate and sufficient provision for custody and maintenance of the parties' minor children; that this Marital Dissolution Agreement should be approved; and that the ninety-day waiting period, as required by statute has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that Husband, Frank Howard Reed, Jr., be, and is hereby, awarded an absolute divorce from Wife, the parties be restored to all the rights and privileges of unmarried persons, and the bonds of matrimony heretofore existing between the parties be hereby perpetually dissolved.

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It is further ORDERED, ADJUDGED and DECREED that the parties inform this Court of any change of address within thirty (30) days of any such change, which address is different from the parties' present addresses hereafter stated:

Mr. Frank Howard Reed, Jr.
328 Hickory Club Drive
Antioch, Tennessee 37013

Ms. Tonya Charon Reed
3221 New Towne Road
Antioch, Tennessee 37013

The parties' Social Security numbers are as follows:

Husband: [redacted]

Wife: [redacted]

It is further ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and is hereby made a specific order and decree of the Court, which Agreement is in words and figures as follows:

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IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

99 MAY -5 PM 2:42

FRANK HOWARD REED, JR., Husband, vs. TONYA CHARON REED, Wife.	)	No. 98D-2820

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between FRANK HOWARD REED, JR. (hereinafter referred to as "Husband") and TONYA CHARON REED, (hereinafter referred to as "Wife") subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties are lawfully married but are contemplating a divorce; and

WHEREAS, certain irreconcilable differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and

WHEREAS, it is the desire of both parties finally for all time to determine and settle their property rights, and all dower and homestead rights and all other rights of whatever description existing between the parties growing out of the marital relationship;

NOW, THEREFORE, said parties hereto, for and in consideration of the mutual promises herein made and of the acts to be performed by the parties hereto, agree as follows:

1. Pending Action. The parties acknowledge that Husband has filed a divorce action in the Fourth Circuit Court for Davidson County, Tennessee, Docket Number 98D-2820, which action is pending.

2. Child Custody. The parties agree that they will share joint custody of their minor children, Ashley Jordan Reed, 5, born 6-30-93 and Jessica Anne Reed, age 1 year, born 4-11-97. The children shall reside primarily with the Husband. The parties shall consult together concerning all major matters with

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regard to the welfare of the minor children, and in the event there is a disagreement, Husband shall have the right to make the final decision.

3. Visitation. The mother shall have the right to visit with and have the children with her as follows:

a. Every other weekend from Thursday when the father brings the children to the mother on Thursday morning, for the mother to keep the younger child in her daycare and to make arrangements to get the older child to school, until the following Monday afternoon when the father picks the minor children up from the mother after work;

b. One afternoon each week to be agreed upon by the parties for the mother to have dinner with the children and to return the children to Husband by 8:00 p.m. with their homework, if any, completed.

c. Alternating Thanksgiving from Wednesday at 6:00 p.m. until Sunday at 6:00 p.m. with the mother to have Thanksgiving in odd years;

d. Alternating Christmas from one week before Christmas until December 27th at 6:00 p.m. for the mother in even years and 6:00 p.m. on December 27th until 6:00 p.m. the day before school begins for the father in even years, and alternating thereafter;

e. Alternating Easter from 9:00 a.m. to 6:00 p.m. with the mother to have Easter in even years and the father to have Easter in odd years;

f. Alternating Spring Break from the day school lets out for Spring Break until 6:00 p.m . on the seventh day thereafter with the mother to have Spring Break in odd years and the father to have Spring Break in even years. If it is the mother's weekend visitation at the end of Spring Break, she shall be permitted to keep the children until the following Monday after school If Easter is attached to Spring

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Break, then the party having Spring Break shall also have Easter;

g. Alternating July 4th from 9:00 a.m. to 9:00 p.m. with the father to have July 4th in odd years and the mother in even years;

h. Alternating Labor Day from 9:00 a.m. to 6:00 p.m. with the mother to have Labor Day in odd years and the father in even years;

i. The mother will have every Mother's Day from 8:00 p.m. on the evening prior to Mother's Day for the rest of the weekend and the father will have every Father's Day from 8:00 p.m. on the evening prior to Father's Day until 6:00 p.m. Sunday. This provision will only apply on those weekends when Mother's Day or Father's day does not fall on that parent's weekend;

j. The parties shall divide the minor children's free time on their birthdays equally and shall have both children during visitation;

k. Each party will get the minor children from 4:00 p.m. until 8:00 p.m. on that parent's birthday;

l. Such other visitation as the parties agree;

m. Each party is prohibited from having anyone with whom that party is romantically involved but to whom he or she is not married stay in the home overnight when the children are present.

EACH PARTY SHALL HAVE THE FOLLOWING ADDITIONAL RIGHTS:

a. The right to unimpeded telephone conversations with the children at least twice a week at reasonable times and for reasonable durations;

b. The right to send mail to the children which the other parent shall not open or censor;

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

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d. The right to receive directly from the children's school upon written request which includes a current mailing address and upon payment of reasonable costs of duplication, copies of the children's report card, 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 children's medical records directly from the children'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 him or her or his or her family by the other parent to or in the presence of the children.

4. Child Support. It is agreed that this is an appropriate case for deviation from the guidelines because the mother operates a daycare center and her child support obligation can be satisfied by her providing child care for the minor children while the father is working for considerably below the usual charge. It is appropriate for her to charge the father because the mother loses business income for two childcare customers by virtue of her keeping her own children. In addition, the father would have to pay much higher childcare expenses to someone else if the mother were not keeping the children. Because the mother's obligation for child support is $368.00 per month, and the cost to the father for childcare if he had to obtain it elsewhere would be much greater, Husband agrees to pay Wife $400.00 per month for the childcare she provides, payable one-half each on the first and fifteenth days of each month beginning upon entry of the Final Decree of Divorce in this cause.

In the event the mother ceases caring for the children while the father is working, the father shall have no further

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obligation to pay the mother and the mother shall pay one-half the childcare expense, including before and after school care, unless and until there is some other child support order in place.

The parties acknowledge that the child support is a deviation from the Tennessee Child Support Guidelines based upon the present circumstances. Once both children are in school fulltime, then child support shall be set at that time pursuant to the Tennessee Child Support Guidelines.

The parties understand that the child support can be modified in the future based upon a significant variance pursuant to the Tennessee Child Support Guidelines.

5. Health Insurance. It is agreed that the Husband shall obtain and maintain hospitalization and health insurance on the minor children of the parties at his expense.

In addition to the sums aforesaid as support and maintenance for the said children, the Wife shall pay, as the same are incurred, one-half of the reasonable and necessary medical, eyecare, dental, nursing, hospital expenses, not paid by insurance, including the cost of medicines, drugs, hospital, dental, physical therapy, ophthalmology, eyeglasses, contact lenses, orthodontry, and appliances for said children. Husband shall, however, discuss the same with Wife where the circumstances permit before incurring any extraordinary medical or dental expenses.

6. Tax Deduction. Husband shall be permitted to claim both minor children as deductions on his Federal Income Tax return each year and he shall also be permitted to claim the child care credit.

7. Waiver of Alimony. Each party hereby waives all claim for alimony either may have against the other.

8. Real Property. Husband hereby agrees that all of his right, title, and interest in and to the home property now owned by the parties as tenants by the entireties and known as 3221 New Towne Road, Antioch, TN 37013, shall be divested out of him and

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vested solely in the Wife at such time as Wife refinances the said real property.

Wife shall refinance the real property and remove Husband from all liability on the first mortgage. Husband shall be responsible for the $17,000 second mortgage. At such time as Wife sells the real property, Husband shall receive the first $8,500 of net proceeds and Wife shall receive the balance. Husband's name shall remain on the Deed.

9. Automobiles.

a. To Wife. The Husband hereby agrees that all of his right, title, interest and equity in the 1998 Mercedes C230 automobile shall be divested out of him and vested solely in the Wife.

Wife shall refinance said vehicle in order to remove Husband from all liability whatsoever with regard to said vehicle. In the event Wife has not been successful in refinancing the vehicle within 180 days after the date of entry of the divorce decree in this cause, then Husband shall have the right to take possession of the car immediately and sell it. Wife shall be responsible for any deficiency arising out of the sale and shall hold Husband harmless thereon. Wife shall receive any net proceeds of sale if there should be any such net proceeds. Husband shall be permitted to reimburse himself reasonable expenses associated with selling the car out of any net proceeds of sale. Wife shall be solely responsible for full coverage insurance on the vehicle. For so long as Husband is liable on the car note, Wife shall not permit anyone other than herself to drive the vehicle. In the event Wife does not pay the car note within thirty (30) days of its due date or permits any other driver to drive the car, then Husband shall have the right to take possession of and sell the car as set forth above.

b. To Husband. The Wife hereby agrees that all of her right, title, interest and equity in the 1989 Volvo 740GL automobile shall be divested out of her and vested solely in the Husband.

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10. Household Goods, Furnishings, and Equipment. The parties household goods, furnishings and equipment have been divided.

11. Debts. Each party shall pay all debt in his or her sole name and shall hold the other harmless and indemnify the other thereon. Except as otherwise set forth herein, there are no joint debts.

12. Bank Accounts. Each party shall receive all bank accounts in his or her sole name free of all claims of the other.

13. Retirement and Pension Accounts. Each party shall receive any retirement or pension accounts in his or her sole name free of all claims of the other.

14. Wife's Business. Wife shall receive her business, Tiny Towne Daycare, as her sole property, free of all claims of Husband.

15. The Restraining Order previously entered by this Court shall cease and be of no further effect upon entry of the Final Decree.

16. Attorney Fees. Each party shall pay his or her own attorney fees.

17. Court Costs. Each party shall be responsible for paying one-half the unpaid court costs in this cause.

18. Necessary Documents. Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this Agreement.

19. Revocation of Documents. 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.

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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.

20. 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 sources of income, of all debts and of all property owned by them whether real, personal or mixed, whether titled in their name or in the name of the other, and all rights, liabilities, titles, interests and or claims each may have whether inchoate or otherwise. Should it develop that there were undisclosed or misstated marital assets or debts, the party to whom the assets or debts were not correctly disclosed shall have a right to an equitable share or indemnity of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

21. Enforcement. In the event of one party's breach of any of the terms of this Agreement, the breaching party shall be responsible for all reasonable expenses incurred in enforcing this Agreement and remedying the breach, including, but not limited to, court costs, attorney's fees and travel costs.

22. Agreement Binding. With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said court. In the event the court shall fail or decline to incorporate this Agreement or any provisions thereof

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in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

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

24. Independent Counsel, Parties Fully Informed. Each party has had independent advice by counsel of his or her own selection, or is fully aware of their right to have independent counsel. They each regard the terms of this Agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

25. Modification and Waiver. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The terms of this Agreement are independent of each other and the breach of any term by either party shall have no effect on any other term.

26. Obligations Not Dischargeable in 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 shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party. Should such obligation not be found to

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constitute support, it is to be subject instead to 11 U.S.C. §523(15), and is not dischargeable except as provided therein.

27. Compensation for Claims. 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.

28. 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 is an equal division of property by co-owners.

29. Full and Final Settlement. The parties accept the provisions of this Agreement in full and final settlement and satisfaction of any and all claims and rights which either of them have had or may now have against the other party with respect to alimony, maintenance and support; and both Husband and Wife further do hereby forever release to the other all claims or rights to dower, homestead, alimony, inheritance, year support and all other property rights, except as provided for in this Agreement, which either has had, may now have, or may hereafter have but for this Agreement, as husband, wife, widower or widow by reason of the marital relationship now existing between the parties, in and to, or against the property of the other party whether now or hereafter acquired by such other party.

30. Voluntary Agreement. It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion or misrepresentation or for any reason not herein stated. Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

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IN WITNESS WHEREOF, the parties have set their signatures.

4-14-99
DATE

Frank Howard Reed Jr.
FRANK HOWARD REED, JR.

4-12-99
DATE

Tonya Charon Reed
TONYA CHARON REED

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named TONYA CHARON REED, with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 12th day of April, 1999.

Brenda Little
NOTARY PUBLIC

My Commission Expires: 11-30-2002.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me a Notary Public in and for the aforesaid State and County, the within named FRANK HOWARD REED, JR., with whom I am personally acquainted, (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 14th day of April, 1999.

Kathy M. Biggs
NOTARY PUBLIC

My Commission Expires: 9/28/2002.

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It is further ORDERED, ADJUDGED AND DECREED that, unless specifically ordered by the Court, the Husband shall not pro rate or reduce the child support ordered in paragraph number 4 of the Marital Dissolution Agreement.

It is further ORDERED, ADJUDGED AND DECREED that all unpaid costs of this cause shall be, and are hereby, taxed against Husband and Wife equally.

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

Enter this the 5th day of May, 1999.

JUDGE
James L. Weatherford, Senior Judge
sitting by designation and assignment
of the Chief Justice of the Supreme Court
of the State of Tennessee.

APPROVED FOR ENTRY:

BRUCE, WEATHERS, CORLEY, DUGHMAN & LYLE

MARY FRANCES LYLE
Attorney for Husband
First American Center, 20th Floor
315 Deaderick Street
Nashville, Tennessee 37238-2075
Telephone: (615) 244-5432
Supreme Court No. 6895

BRENDA LITTLE with permission
Attorney for Wife
209 10th Avenue, South
Cummins Station, Suite 511
Nashville, Tennessee 37203
Telephone: (615) 244-2445
Supreme Court No. 10588

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree has been mailed, postage prepaid, to Brenda Little, Attorney for Wife, 209 10th Avenue, South, Cummins Station, Suite 511, Nashville, Tennessee 37203, on this 5th day of May, 1999.

MARY FRANCES LYLE

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