IN THE CHANCERY COURT FOR SULLIVAN COUNTY
AT BRISTOL, TENNESSEE

TRINA SUE CARR
Plaintiff,

v. **CIVIL ACTION NO. B0022276 - M**

MACK H. CARR, JR.
Defendant.

*

JUDGMENT

This cause came on to be heard on the 16th day of ~~May~~ June, 2010, before the Honorable John S. McLellan, Chancellor, upon the original Complaint of the Plaintiff, personal service upon the Defendant, testimony of the Plaintiff in open Court, and the entire record, from all of which it appears to the Court and the Court finds as follows:

This Court has jurisdiction of all necessary particulars of this case.

The Court finds that the Plaintiff is entitled to an absolute divorce from the Defendant upon the statutory grounds alleged of irreconcilable differences.

The parties have entered into a written Marital Dissolution Agreement which the Court finds to be a just and equitable settlement of the property rights of the parties and said agreement is made a part of this Judgment by reference as if copied in full herein.

There has been one (1) child of the marriage being: Mackie A. Carr, born November 4, 1994.

The parties have entered into an Agreed Parenting Plan which has been signed by each party and approved by this Court.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court:

1. That the Plaintiff, Trina Sue Carr, have and is hereby awarded an absolute divorce from the Defendant, Mack H. Carr, Jr., on the grounds of irreconcilable

FILED 6-16, 2010 @ 1:30 p.m.
Sarah Housewright Clerk & Master
By: [illegible]

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differences, and the bonds of matrimony existing between the Plaintiff and Defendant are held for naught and the parties are hereby restored to all the rights and privileges of unmarried persons.

2. That the parties have entered into a written Marital Dissolution Agreement which the Court finds to be a just and equitable settlement of the property rights of the parties. The Agreed Parenting Plan which the Court finds is in the best interest of the children is also approved by the Court. The Marital Dissolution Agreement and Parenting Plan are made a part of this Order by reference as if copied in full herein and each party is ORDERED to abide by the terms thereof.

3. That this cause is retained in this Court for the enforcement of this Judgment and the issuance of such future orders.

The costs of this cause have been paid.

JOHN S. MCLELLAN, III, CHANCELLOR

APPROVED FOR ENTRY:

LARRY S. WEDDINGTON
BPR # 001408
Attorney for Plaintiff
200 Seventh Street
Bristol, Tennessee 37620
(423) 968-9010

MACK H. CARR, JR., Defendant

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MACK H. CARR, JR.
Defendant.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, made and entered into by and between Trina Sue Carr, hereinafter called "Wife", and Mack H. Carr, Jr., hereinafter called "Husband".

WITNESSETH:

WHEREAS, the parties are married and one child, Mackie A. Carr, born November 4, 1994 is a product of the marriage; and,

WHEREAS, both parties agree and stipulate that this Agreement makes full and adequate provisions for the distribution of the property of the parties and makes adequate and sufficient provisions for the repayment of any marital debts; and

WHEREAS, both parties have full knowledge and have made full disclosure of all separate and marital assets; and,

WHEREAS, neither party at the time of this agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment; and

WHEREAS, Trina Sue Carr is represented by Larry S. Weddington, Attorney,

FILED 6 ile , 2010 @ 9:32 a.m./p.m.
Sarah Housewright, Clerk & Master
By: [signature]

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and the opposing party has obtained independent advice or waived same and is NOT relying upon the advice or services of Larry S. Weddington; and,

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties do agree as follows:

CREDIT: Parties hereby agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this Agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

WAIVER: Both parties waive any separate and distinct claim to any retirement and pension benefit of the other party except as set out by this Agreement herein, although they are aware of their rights regarding any such pensions and retirement benefits.

ENTIRE AGREEMENT: This Agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein and each party enters into this Contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of the other's estate. The laws of the State of Tennessee shall govern this Agreement in all respects.

NON-DISCHARGEABILITY: With respect to each party's responsibility for

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payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.

NECESSARY DOCUMENTS: Each party, at the request of the other, will execute and deliver all documents which may be reasonably necessary to give full effect to this Agreement.

NON-COMPLIANCE: Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver or default of any of the terms of this Agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.

SEVERANCE: Should the Court hold that any portion of this Agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the agreement or modified as the Court shall order.

INCORPORATION, PERMANENT, and PENDENTE LITE: In the event of a divorce, it is agreed by the parties that all such parts of this Agreement as might be material shall be incorporated in the Final Decree. Pending the entry of the Final Decree, the parties agree to the filing of this Agreement and, by said filing, specifically consent to and authorize the entry of a Consent Order binding them to the terms of this Agreement. By the signing of this Agreement, the parties stipulate to these terms being enforceable as if they were, at the moment of signing, an Order of this Court.

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VOLUNTARY EXECUTION: Each party acknowledges that this Agreement has been entered into of his or her own volition with full knowledge and information, including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this Agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this Agreement, other than the representations set forth herein.

MODIFICATION: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement, and approved by the Court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

RESTRAINING PROVISIONS: Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other except as set out in this Agreement.

PRIOR TAX LIABILITIES: If, in connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by Husband.

DIVORCE PROCEEDINGS FILED: Larry S. Weddington has filed a Complaint for Divorce on behalf of the Plaintiff in the Chancery Court for Sullivan County at Bristol, Tennessee, under Civil Action No. B0022276-M.

The Defendant, by signing this Agreement, waives further service of process and

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acknowledges receipt of a copy of the Complaint in this cause.

PERSONALTY:

The parties have heretofore divided their household tangible personal property to their mutual satisfaction, and each makes no claim to any property presently in the possession of the other.

VEHICLES:

A. Wife shall have as her sole and separate property the Mazda CX-9 automobile. Husband will pay the debt owed on this vehicle as well as pay the automobile insurance on wife's vehicle as long as their daughter, Mackie lives at home with Mother, including while she attends college. This shall include a replacement vehicle driven by Wife.

B. Husband shall purchase a vehicle for Mackie and be responsible for paying auto insurance, gas and needed maintenance on this vehicle.

REAL ESTATE: The parties have marital property located at 915 Reedy Creek Road, Bristol TN, recorded in Deed Book 1086C page 59 in the register's office of Sullivan County. The parties will secure a home equity loan in the amount of Thirty Three Thousand Dollars ($33,000.00) which amount will be paid to wife. Husband will pay this home equity loan along with the first mortgage to Farm Credit Services of Mid America until both loans are paid in full. Wife shall become the sole owner of this property and Husband will sign a Quitclaim Deed to her prior to a divorce being granted. Husband will be granted first right of refusal if Wife should decide to sell this property. Husband shall pay homeowner's insurance and property taxes on this real estate as long as the

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parties daughter, Mackie, lives at home with Mother, including while she attends college.

DEBTS:

A. The Husband shall be responsible for the debts on the real estate to Farm Credit Services of Mid America on home equity loan and Farm Credit Services of Mid America for the first mortgage.

B. The Husband shall be responsible for the debt on Wife's Mazda CX-9 vehicle.

C. The parties shall pay any and all indebtedness in their individual name.

D. Husband shall be responsible for all business debts and hold Wife harmless.

HEALTH INSURANCE COVERAGE: The Wife shall pay for her health insurance and daughter's heath insurance as long as coverage is available through her employer. Husband shall obtain and pay for his health insurance.

BANK ACCOUNTS: All bank accounts have been separated and each party makes no claim to any amount in the name of the other party.

INCOME TAX: In the tax year 2010 and thereafter each party will file their own individual returns.

RETIREMENT AND INVESTMENT ACCOUNTS: Each party is to have as their sole and separate property any and all retirement and/or investment accounts through their employers and/or now in their individual name.

ALIMONY: Each party waives any right he or she may have for alimony, one from the other.

CUSTODY AND VISITATION: See Agreed Permanent Parenting Plan.

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CHILD SUPPORT: See Agreed Permanent Parenting Plan.

OTHER:

A. Husband shall solely be responsible for all of daughter's college education expenses including room and board, tuition and books and all other costs normally associated with attending college.

B. Husband will pay to wife the sum of One Hundred Thirty Thousand Dollars ($130,000.00) to equalize the distribution of marital property. Seventy Five Thousand Dollars ($75,000.00) shall be paid within six months of Husband receiving his share of the estate of Mary Virginia Combs, and no later than six months after the death of Mary Virginia Combs. Husband shall pay to wife the sum of Fifty Five Thousand Dollars ($55,000.00) within six months of his receiving his share of the estate of Mary Alice Carr, and no later than six months after the death of Mary Alice Carr.

C. Wife shall remain beneficiary of the Met Life life insurance policy Husband currently carries, which shall be kept current. This policy is in the amount of One Hundred Forty Thousand Dollars ($140,000.00).

D. Wife shall continue to own Forty Nine percent (49%) of Mackie Properties, L.L.C. and be entitled to her profits associated with her interest.

E. Wife shall relinquish her Five percent (5%) ownership of Carr Brothers Excavating, L.L.C. and release any interest in Husband's share of Carr Brothers Excavating, L.L. C. Husband shall assume and shall hold wife harmless from any debt or other obligation of this company. Wife agrees to sign any documents necessary to assign her interest in this company to Husband.

F. All payments for or on behalf of the parties daughter are child support

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payments and not alimony.

G. All payments to wife under this agreement are payment for wife's marital interest in marital property and not alimony.

Trina Sue Carr
TRINA SUE CARR

Mack H. Carr
MACK H. CARR, JR.

STATE OF TENNESSEE:
COUNTY OF SULLIVAN :

On this the 14th day of May, 2010, personally appeared Trina Sue Carr, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

Joni E. Stanley
Notary Public

My Commission Expires: 11/20/13

JONI E. STANLEY STATE OF TENNESSEE NOTARY PUBLIC SULLIVAN COUNTY

STATE OF TENNESSEE:
COUNTY OF SULLIVAN :

On this the 14th day of May, 2010, personally appeared Mack H. Carr, Jr., to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Joni E. Stanley
Notary Public

My Commission Expires: 11/20/13

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STATE OF TENNESSEE	COURT *(Must be completed)* CHANCERY	COUNTY *(Must be completed)* SULLIVAN
PERMANENT PARENTING PLAN ORDER [ ] Proposed [X] Agreed [ ] ORDERED BY THE COURT		FILE NO. B0022276-M *(Must be completed)* DIVISION _____
PLAINTIFF *(Name: First, Middle, Last)* TRINA SUE CARR [X] Mother [] Father	DEFENDANT *(Name: First, Middle, Last)* MACK H. CARR, JR. [ ] Mother [X] Father	

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

This plan [X] is a new plan.
[ ] modifies an existing Parenting Plan dated _____.
[ ] modifies an existing Order dated _____.

Child's Name	Date of Birth
MACKIE A. CARR	November 4, 1994

FILED [illegible], 20[illegible] [illegible]
Sarah Housewright, Clerk & Master
By: [illegible]

I. RESIDENTIAL PARENTING SCHEDULE

A. RESIDENTIAL TIME WITH EACH PARENT

The Primary Residential Parent is the mother, Trina Sue Carr.

_____

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

Days with Mother	Days with Father
280	85

B. DAY-TO-DAY SCHEDULE

The [X] 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 Friday 6:00 PM to Monday 6:00 PM

[ ] every week [X] every other week [X] other: any additional time the child wishes to visit with the father. _____.

This parenting schedule begins [ ] _____ or [x] date of the Court Order.
Day and Time

C. HOLIDAY SCHEDULE AND OTHER SCHOOL FREE DAYS

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

***The daughter shall decide which holidays she will spend with Mother and Father.**

	MOTHER	FATHER
New Year's Day		
Martin Luther King Day		
Presidents' Day		
Easter Day (unless otherwise coinciding with Spring Vacation)		
Passover Day (unless otherwise coinciding with Spring Vacation)		
Mother's Day		
Memorial Day (if no school)		
Father's Day		
July 4th		
Labor Day		
Halloween		
Thanksgiving Day & Friday		
Children's Birthdays		
Other School-Free Days		
Mother's Birthday		
Father's Birthday		
Other:		

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_____.

D. FALL VACATION:

The day to day schedule shall apply except as follows:
Daughter shall visit with Father as she wishes.

E. WINTER (CHRISTMAS) VACATION

The [X] mother [ ] father shall have the child for the first period from the day and time school is dismissed until December 25 at 1:00 p.m. [ ] in odd-numbered years [X] in even-numbered years [ ] every year. The other parent will have the child or children 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.

Other agreement of the parents:

_____

F. SPRING VACATION (*If applicable*)

The day-to-day schedule shall apply except as follows:
Daughter shall visit with Father as she wishes.

G. SUMMER VACATION

The day-to-day schedule shall apply except as follows:

The father shall have two non-consecutive weeks during the summer.

Is written notice required? [X] Yes [ ] No.

H. TRANSPORTATION ARRANGEMENTS

The father shall provide transportation.

_____.

Payment of long distance transportation costs (if applicable):
[ ] mother [ ] father [ ] both equally.

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 *(If applicable)*

[ ] Check if applicable

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

J. OTHER

The following special provisions apply :

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	[X] joint
Non-emergency health care	[ ] mother	[ ] father	[X] joint
Religious upbringing	[ ] mother	[ ] father	[X] joint
Extracurricular activities	[ ] mother	[ ] father	[X] joint
_____	[ ] mother	[ ] father	[X] joint

III. FINANCIAL SUPPORT

A. CHILD SUPPORT

Father's gross monthly income is $22,903.00
Mother's gross monthly income is $3970.83

1. The final child support order is as follows:

   a. The [ ] mother [X] father shall pay to the other parent as regular child support the sum of **$400.00 [X] weekly.***

   ***Father is paying additional amounts as set out in the Marital Dissolution Agreement for monthly payments on daughter's vehicle and all related expenses including gasoline and maintenance.**

   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 to in the amount of $_____ to [ ] mother [ ] father against the child support payor representing retroactive support required under Section 1240-2-4.06 of the D.H.S. Income Shares Child Support Guidelines dating from _____ which shall be paid (including pre/post judgment interest) at the rate of $_____ per [ ] week [ ] month [ ] twice per month [ ] every two weeks until the judgment is paid in full.**

3. **Payments shall begin on the _1st day of May, 2010.**

This support shall be paid:

[X] directly to the other parent. (If Defendant fails to pay support a wage assignment shall issue.)

[ ] to the Central Child Support Receipting Unit, P. O. Box 305200, Nashville, Tennessee 37229, and sent from there 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 no. _____.
[ ] income assignment not required; Explanation:_____.
[ ] other:_____.

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

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

B. FEDERAL INCOME TAX EXEMPTION*

* NOTE: The child support schedule assumptions in the guidelines (1240-2-4-.03 (6)(b)) assume that the parent receiving the child support will get the tax exemptions for the child.

The **[X]** mother **[ ]** father is the parent receiving child support.

The Mother shall claim the following child: **Mackie A. Carr**

The Father shall claim the following child:

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 starting **[ ]** each year **[ ]** other: _____.

The **[ ]** mother **[ ]** father will furnish IRS Form 8332 to the parent entitled to the exemption by February 15 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 child or children will be:

[X] maintained by the mother
[ ] maintained by the father
[ ] maintained by both

Neither parent has insurance available through work. When either parent has insurance available he/she shall carry the insurance and the other parent will be responsible for the premium pro rata in accordance with their incomes.

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

Uncovered reasonable and necessary medical expenses, which may include but is not limited to, deductibles or co-payments, eyeglasses, contact lens, routine annual physicals, and counseling will be paid by **[ ]** mother **[ ]** father **[X]** pro rata in accordance with their incomes. After insurance has paid its portion, the parent receiving the bill will send it to the other parent within ten days. The other parent will pay his or her share within 30 days of receipt of the bill.

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

E. LIFE INSURANCE: N/A

If agreed upon by the parties, the [ ] mother [ ] father [ ] both shall insure his/her own life in the minimum amount of $_____ by whole life or term insurance. Until the child support obligation has been completed, each policy shall name the child/children as sole irrevocable primary beneficiary, with the [ ] other parent [ ] other _____, as trustee for the benefit of the child(ren), to serve without bond or accounting.

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

The child or children are scheduled to reside the majority of the time with the [X] mother [ ] father. 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:

[X] 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 [X] 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.
D. If the Court finds that a parent willfully failed to appear without good reason, the Court, upon motion, may award attorney fees and financial sanctions to the prevailing parent.

VI. RIGHTS OF PARENTS

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

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

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

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

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

(5) Unless otherwise provided by law, the right to receive copies of the child's medical health or other treatment records directly from the physician or health care provider who provided treatment or health care. (The keeper of the records may require a written request which contains a current mailing address and the payment of reasonable costs of duplication.) No person who receives the mailing address of a parent as a result of this requirement shall provide such address to the other parent or a third person;

(6) The right to be free of unwarranted derogatory remarks made about the parent or his or her family by the other parent to the child or in the presence of the child;

(7) The right to be given at least forty-eight (48) hours notice, whenever possible, of all extra-curricular activities, and the opportunity to participate or observe them. These include the following: school activities, athletic activities, church activities and other activities where parental participation or observation would be appropriate;

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

(9) The right to access and participation in education on the same basis that is provided to all parents. This includes the right of access to the child for lunch and other activities. However participation or access must be reasonable and not interfere with day-to-day operations or with the child's educational performance.

VII. NOTICE REGARDING PARENTAL RELOCATION

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

If a parent who is spending intervals of time with a child desires to relocate outside the state or more than 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. Failure to attend the parent education class within 60 days of this order is punishable by contempt.

Under penalty of perjury, we declare that this plan has been proposed in good faith and is in the best interest of each minor child and that the statements herein and on the attached child support worksheets are true and correct. *(A notary public is required if this is a proposed plan by one parent rather than one agreed by both parents.)*

Trina S. Carr — May 11th 2010 Bristol, TN
Mother — Date and Place Signed

Sworn to and subscribed before me this 11th day of May, 2010.

Jon E. Stanley
Notary Public — My commission expires: 11/20/13

JON E. STANLEY STATE OF TENNESSEE NOTARY PUBLIC SULLIVAN COUNTY

Mark H. Carr — May 11th, 2010 Bristol, TN
Father — Date and Place Signed

Sworn to and subscribed before me this 11th day of May, 2010.

Jon E. Stanley
Notary Public — My commission expires: 11/20/13

JON E. STANLEY STATE OF TENNESSEE NOTARY PUBLIC SULLIVAN COUNTY

APPROVED FOR ENTRY:

Larry S. Weddington

LARRY S. WEDDINGTON
BPR # 001408
Attorney for Mother
200 Seventh Street
Bristol, Tennessee 37620
(423) 968-9010

2010 MAY 28 P 10:08

It is so ORDERED this the 16th day of ~~May~~ June, 2010.

JOHN S. MCLELLAN, III, CHANCELLOR

State of Tennessee - Child Support Worksheet

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:	Trina Sue Carr	X		
Name of Father:	Mack H. Carr, Jr.		X	
Name of non-parent Caretaker:				
TCSES case #:				
Docket #:	B0022276-M			
Court name:	Chancery			

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
Mackie A. Carr	11-04-1994	280	85	

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	$ 3970.83	$ 22903.00	
1a	Federal Benefit for child	+ 0.00	+ 0.00	
1b	Self-employment tax paid	- 0.00	- 0.00	
1c	Subtotal	$ 3970.83	$ 22903.00	
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)	$ 3970.83	$ 22903.00	
2a	Combined Adjusted Gross Income $ 26873.83			
3	Percentage Share of Income (PI)	15 %	85 %	

Part III. Parents' Share of BCSO

4	BCSO allotted to primary parent's household	$ 2145.00	$ 0.00	$ 0.00
4a	Share of BCSO owed to primary parent	$ 0.00	$ 1823.25	
5	Each parent's average parenting time	N/A	N/A	
6	Parenting time adjustment	$ N/A	$ N/A	
7	Adjusted BCSO	$ 0.00	$ 1823.25	

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Part IV. Additional Expenses

	Mother / Column A	Father / Column B	Nonparent Caretaker / Column C
8a Children's portion of health insurance premium	$ 300.00	$ 0.00	$ 0.00
8b Recurring uninsured medical expenses	$ 0.00	$ 0.00	$ 0.00
8c Work-related childcare	$ 0.00	$ 0.00	$ 0.00
9 Total additional expenses	$ 300.00	$ 0.00	$ 0.00
10 Share of additional expenses owed	$ 0.00	$ 255.00	
11 Adjusted Support Obligation (ASO)	$ 0.00	$ 2078.25	

Part V. Presumptive Child Support Order

	OBLIGATION	
12 Presumptive Child Support Order (PCSO)	$ 0.00	$ 2078.00

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

Low Income? N (N=15% Y=7.5%)

Current Order Flat %? N (N/Y)

Modification of Current Child Support Order

13a Current child support order amount for the payor parent	$ 0.00	$ 0.00
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):	$ 0.00	$ 0.00
15 Final Child Support Order (FCSO)	$ 0.00	$ 2078.00
16 FCSO adjusted for Federal benefit, Line 1a, Obligor's column	$ 0.00	$ 2078.00

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State of Tennessee - Credit Worksheet

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:	Trina Sue Carr	X		
	Name of Father:	Mack H. Carr, Jr.		X	
	Name of non-parent Caretaker:				
	TCSES case #:				
	Docket #:	B0022276-M			
	Court name:	Chancery			

Part II. Additional Children

✓ If a parent is claiming more than five children on line 3 or line 7, use the Additional Credit sheet to list information for each child.

			Mother	Father
Parent Income Information	1	Applicable gross income for credit worksheet	$ 3970.83	$ 22903.00
In-Home Children	2	Below, list qualified children living in the parent's home (if none, skip to line 7):		

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth

			Mother	Father
	3	Number of qualified children living in the parent's home	# 0	# 0
	4	Theoretical child support order (this parent's income on CS Schedule for number of children from line 3)	$ 0.00	$ 0.00
	5	75% of theoretical child support order from line 4	$ 0.00	$ 0.00
Not-In-Home-Children	6	Below, list qualified children not living in the parent's home:		

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth

			Mother	Father
	7	Number of qualified children not living in the parent's home	# 0	# 0
	8	Average documented monetary support over last 12 months	$ 0.00	$ 0.00
	9	Theoretical child support order (this parent's income on CS Schedule for number of children from line 7)	$ 0.00	$ 0.00
	10a	75% of theoretical child support order from line 9	$ 0.00	$ 0.00
	10b	Allowable credit for not-in-home children	$ 0.00	$ 0.00

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Other Children (Continued from Credit Worksheet)

In-Home Children — Below, list additional qualified children living in the parent's home:

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth

Not-In-Home Children — Below, list additional qualified children not living in the parent's home:

Name(s) of Child(ren) for Mother	Date of Birth	Name(s) of Child(ren) for Father	Date of Birth

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ISSS - Income Shares Summary Screen

DECSSXXX _ Inquire Add Update 00:00:00

XXXXXXX CSES - INCOME SHARES SUMMARY SCREEN (ISSS) 00-00-0000

CASE ID TYPE X / X STATUS A CLASS XXX / ? / ?

NCP XXXXXXXXXXXXXXX ID 000000000 RTD XX OFFICE 000

CP XXXXXXXXXXXXXXX ID 000000000 RTD XX USERID XXXXXXX

DOCKET B0022276-M + # OF CHILDREN FOR THIS ORDER 1 NOTEPAD N

PARENTING TYPE ST - STANDARD PARENTING WORKSHEET DATE 05/06/2010

MORE +

PI MOTHER 15% PI FATHER 85%

	MOTHER	FATHER	NP CTAKER
EACH PARENT'S AVERAGE PARENTING TIME	0	85	
GROSS INCOME SUBTOTAL LOW INCOME N (Y/N)	3970.83	22903.00	
CREDIT FOR CHILDREN	0.00	0.00	
CHILDREN'S PORTION INS	300.00	0.00	0.00
RECURRING MEDICAL	0.00	0.00	0.00
CHILDCARE (P / N / B)	0.00	0.00	0.00
PCSO	0.00	2078.00	

DEVIATION 0.00 SSA BENEFIT 0.00

FCSO 2078.00 OBLIGEE CHANGE _ (Y / N) SV Y (Y/N)

AA539 - I : Successful INQUIRE.

COMMAND ===> _____

1 = HELP 3 = EXIT 4 = PROMPT 5 = CLER 6 = NOTE 7 = BKWD 8 = FRWD 11 = ORDR 12 = ISCS 13 = ANRF

ISCS - Income Shares Children Screen

O/C	Name	DOB	IN Home	PRP/ARP

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