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

KATIE RYAN HOLLIDAY,

Plaintiff,

v.

HUGH DOUGLAS HOLLIDAY, JR.,

Defendant.

Case No. 13D-163
NOTICE OF ENTRY REQUESTED

FILED
2013 APR -3 PM 3:46
RICHARD R. ROOKER, CLERK
B.C.

FINAL DECREE OF DIVORCE

This cause came on to be heard on April 3, 2013 before the Honorable Philip E. Smith, Judge, upon Plaintiff's Complaint for Absolute Divorce; upon the Marital Dissolution Agreement, which provides for 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; and upon the testimony of the Plaintiff and the statements of counsel, from all of which the Court affirmatively found that the allegations of Plaintiff's are sustained by the proof in that there exist such irreconcilable differences between the parties as would entitle Plaintiff to an absolute divorce; that the parties, by written agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves; that the Marital Dissolution Agreement should be approved; that Plaintiff's current mailing address is 921 Oak Valley Lane, Nashville, TN 37220 and Defendant's current mailing address is 921 Oak Valley Lane and that the sixty-day waiting period, as required by statute, has elapsed.

It is therefore ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement heretofore executed by the parties is hereby approved by the Court, and each and

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every provision of said Agreement 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 CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
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RICHARD R. ROOKER, CLERK
D.C.

KATIE LIVEOAK HOLLIDAY,	)	
	)	
Plaintiff/ Wife,	)	
	)	
vs.	)	No. 13D-163
	)	
HUGH DOUGLAS HOLLIDAY, JR.,	)	
	)	
Defendant/ Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT by and between Plaintiff **KATIE L. HOLLIDAY** (hereinafter, "Wife") of Nashville, Tennessee, and Defendant **H. DOUGLAS HOLLIDAY** (hereinafter "Husband") of Nashville, Tennessee, is proposed by the parties collectively pursuant to their pending divorce.

INTRODUCTION

1. The parties have encountered irreconcilable differences in their marriage and neither party contests their pending divorce.

2. The parties have mutually resolved all issues related to their pending divorce, including a division of all marital property and debt.

3. The parties have made full and complete disclosure to the other of all separate and marital property, debts, and the fair value of all assets and liabilities.

4. The parties agree and stipulate that this Agreement makes fair and equitable provision for the distribution of marital property.

5. The parties ask the Court to approve this Marital Dissolution Agreement in its entirety and to incorporate the Agreement into the Final Decree of Divorce sought by the Plaintiff.

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DIVISION OF MARITAL PROPERTY

The parties agree that the following is a complete list of all real and personal marital property to be divided pursuant to their divorce. They further agree that the division set forth below represents a fair and equitable division of all marital property:

I. Real Property

Primary Residence – The primary residence is located at 921 Oak Valley Lane, Nashville TN 37220, which the parties currently own jointly. There is no debt associated with the residence. The legal description of the property is as follows:

> A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit: Being Lot No. 8 on the Plan of Oak Hill Valley Subdivision of Record in Book 1835, Pages 15-16, Register's Office for Davidson County, Tennessee. Said Lot No. 8 on the Plan of Oak Hill Valley Subdivision fronts 186 feet on the southerly side of Oak Valley Lane and runs back between parallel lines 235 feet to a dead line in the rear, measuring 186 feet thereon.

Wife agrees to transfer all of her right, title, and interest in the property to Husband such that it becomes his sole property. Husband agrees, within thirty days of the execution of this Agreement, to pay a one time lump sum cash payment of $80,000.00 (eighty thousand dollars) to Wife as her fair and equitable share of the residence. Following this one time payment, all equity in the property will be Husband's sole property. While the divorce is pending, and following the transfer, Husband will be solely responsible for all costs associated with the property, including insurance, taxes, and all repairs and upkeep. If a Quitclaim Deed is required, Wife agrees to have one completed within sixty days from the execution of this Agreement.

II. Personal Property

Each party shall have all right, title, and interest in and to his or her clothing, jewelry, books, and personal effects. The parties have divided all personal marital property, including household furnishings, by agreement. They acknowledge that Wife currently has personal property at Husband's residence, which she will remove no later than March 1, 2013.

III. Vehicles

There are no vehicles that are martial property.

Each of the parties will continue to own as their sole and separate property the vehicles they owned prior to the marriage, and will indemnify and hold harmless the other party for any and all costs and expenses associated with the vehicles.

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IV. Cash and Investment Accounts

Each party will receive as his or her sole property in the divorce any cash, retirement, investment, savings, money market, or similar account in his or her name.

The parties jointly own one account with Baird Financial, ending in 4329 and containing approximately $51,000.00. Within thirty days of the execution of this Agreement, Husband agrees to transfer all of his right, title and interest in the funds in this account so that all of the funds become Wife's sole property. Prior to the transfer, neither party will spend, transfer, or otherwise remove funds from the joint Baird account. Following the transfer, the parties will close the account.

V. Business

Brentwood Dental Arts, PLLC – Husband is fifty percent owner of this business, which will remain his sole property in the divorce. Husband agrees to indemnify and hold harmless Wife for any and all debt that might be held by the business.

VI. Debt

The parties have no marital debt.

Notice Pursuant to T.C.A §36-4-134: This agreement and any decree that subsumes this agreement do 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.

In the event a creditor of either party seeks to compel the other party to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the other 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.

SPOUSAL SUPPORT

The parties agree that neither will pay the other spousal support in any form, neither now nor any time in the future.

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DISPUTE RESOLUTION

I. **Process**

A. Preference shall be given to carrying out the terms of this Marital Dissolution Agreement.

B. Unless an emergency exists, the parties shall resolve any dispute related to this Agreement via mediation with a Rule 31 mediator. The mediation process shall be commenced by notifying the other party via certified mail of the existence of a dispute that requires mediation.

C. A written record shall be prepared of any agreement reached in mediation and a copy shall be provided to each party.

D. If the court finds that a party has used or frustrated the dispute resolution process without good reason, the court shall award attorneys' fees and financial sanctions to the other party.

E. The parties have the right of review from the dispute resolution process to the court.

II. **Cost** – The cost of mediation related to any future dispute between the parties will be divided equally between the parties unless otherwise mutually agreed upon in the course of the mediation itself.

DECLARATION

We each make the following declaration in submitting this Agreement:

1. Both parties execute this Agreement voluntarily, free from duress, undue influence, and mental infirmity.

2. Both parties understand and agree that, as part of the consideration for executing this Agreement, each party will execute and deliver to the other party any and all instruments or documents necessary or required to implement the terms of this Agreement.

3. Both parties understand and agree that from the date this Agreement is signed by both parties and any date thereafter, neither party will have or will contract any indebtedness upon the credit of the other. If either party is compelled to pay any future debt, the party for whose benefit such payments are made will indemnify the other to the full extent of the amount paid, including interest and expenses, cost of collection, and reasonable attorneys' fees, if any.

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

5. Both parties fully understand the provisions of this Agreement and its legal effect. Both parties affirm that they have either sought legal counsel or have been advised to do so prior to executing this Agreement.

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6. This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those contained in this Agreement.

7. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

8. In the event any provision of this Agreement is held to be invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement.

9. This Agreement may be altered, amended, or canceled only by a written agreement that is signed by both parties.

10. Pursuant to the underlying divorce action pending between the parties, Plaintiff will proceed as promptly as possible to obtain a divorce. Defendant agrees to waive answering the Complaint, service of process, and entering an appearance for purposes of entry of a final divorce decree incorporating the terms of this Agreement.

11. The parties agree to split equally all court costs and mediation fees. The parties agree each to pay their own attorneys' fees, if any.

12. Following the entry of the Final Decree of Divorce, each party will be solely responsible for his or her own health insurance. However, until that date, the parties shall continue to maintain insurance coverage without change as it existed prior to the parties' separation unless they mutually agree to a different arrangement.

13. All powers of attorney, last wills and testaments, living wills, and other similar instruments previously executed are hereby expressly revoked to the extent they grant one party power or authority over the person, property, or affairs of the other.

14. In the event the federal or any state government assesses any additional income taxes, penalties, or interest on any tax return filed jointly by the parties as a result of the failure of either party to report any income, or as a result of a deduction or credit having been improperly claimed by either party on any tax return filed jointly by the parties, the party that failed to report or under reported the income in question or who claimed the improper deduction or credit shall pay any income taxes, penalties, and/or interest attributable thereto and shall indemnify and hold the other party harmless with respect thereto. In the event the federal or any state government assesses any additional income tax, penalties, or interest as a result of the mathematical error on any tax returns filed jointly by the parties, the parties shall each pay one-half of the taxes, penalties, and/or interest that result therefrom and each shall indemnify and hold harmless the other with respect thereon.

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15. The parties acknowledge that they neither received nor relied upon Attorney and Mediator Benjamin Papa for tax advice in this matter. Both Husband and Wife acknowledge and understand that they have had the opportunity to have a financial advisor of his or her own choosing to review this Agreement and advise him or her of any tax implications; that any decision not to retain a financial advisor was voluntary; and that each party nonetheless wishes to enter into this Agreement as a fair and final settlement of all issues in this divorce case.

16. The parties acknowledge that they neither received nor relied upon Attorney and Mediator Benjamin Papa for expert legal advice in real estate law. Both Husband and Wife acknowledge and understand that they had the opportunity to consult with a real estate attorney and knowingly and voluntarily waive that opportunity. Similarly, they understand that a title search and home inspection may reveal information not known to them about their real estate, but that they have elected to forgo those processes and to nonetheless enter into this Agreement.

17. The parties intend and agree that all transfers of property as provided for herein are subject to the provision Section 1041, Internal Revenue Code of 1954 as amended entitled, "Treatment of Transfers of Property Between Spouses or Incident to Divorce", and that they shall be accounted for and reported on his or her respective individual income tax returns in such a manner such that no gain or loss shall be recognized as a result of the division and transfer of property as provided for herein. Each party shall file his or her Federal and State tax returns, and report his or her income and losses thereon, consistent with the foregoing intent of reporting the division and transfers of property as a non-taxable event.

18. Whenever one party is required by the terms of this agreement to provide support, to assume responsibility for paying certain debts or payments and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under Title 11 U.S.C.A. § 523(5), which is not dischargeable in Bankruptcy by one party to the other party. Each party hereby affirmatively acknowledges that such obligation is necessary to ensure that all needs of one party are satisfied and that all support obligations, when viewed as a whole, are neither excessive nor unreasonable, under traditional concepts of support, given the past and future ability of each party to produce income. Any debt incurred by either party since their separation shall be their separate responsibility and they shall hold each other harmless from any liability thereon.

19. The parties acknowledge that the signing of this Agreement shall confer on either party the right to compel enforcement of this Agreement by motion to the Court.

20. In the event that it becomes reasonably necessary for either party to institute or defend legal proceedings related to the enforcement of any provision of this agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

21. This matter was negotiated and settled through mediation and the provisions contained herein are the result of an agreement between the parties and is a legal and binding contract. Neither party will refute the terms of this contract and this contract will be made a part of the Final Decree. If either party attempts to set aside this contract or refuses to allow this contract to be made part of the Final Decree then the party so refusing to allow the Irreconcilable Differences Divorce to be approved by the Court hereby stipulates that the divorce may be granted to the other party on the stipulated grounds of inappropriate marital conduct pursuant to T.C. A. § 36-4-129. The party contesting the marital

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Dissolution Agreement (Mediated Agreement) which is a legal binding contract shall be responsible for the other parties' attorney's fees in upholding this agreement.

Mediation Services Provided By:

Benjamin Papa, Esq.
PAPA & ROBERTS, PLLC
5500 Maryland Way, Suite 133
Brentwood, TN 37027
bpapa@paparoberts.com
615-425-2268

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EXECUTION

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I, **KATIE L. HOLLIDAY** being duly sworn, make oath that I have read and understand the foregoing Marital Dissolution Agreement to the best of my knowledge, information, and belief. Under penalty of perjury under the laws of the State of Tennessee, I declare that this Agreement has been proposed in good faith and that the statements herein are true and correct. I hereby acknowledge the execution of the instrument for the purposes contained therein.

Katie L Holliday
KATIE L. HOLLIDAY

Sworn to and subscribed before me this 11th day of January, 2013.

NOTARY PUBLIC

JENNIFER B. KAMPER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My commission expires: 01/04/2014

I, **H. DOUGLAS HOLLIDAY, JR.**, being duly sworn, make oath that I have read and understand the foregoing Marital Dissolution Agreement to the best of my knowledge, information, and belief. Under penalty of perjury under the laws of the State of Tennessee, I declare that this Agreement has been proposed in good faith and that the statements herein are true and correct. I hereby acknowledge the execution of the instrument for the purposes contained therein.

H. DOUGLAS HOLLIDAY

Sworn to and subscribed before me this 11th day of January, 2013.

NOTARY PUBLIC

JENNIFER B. KAMPER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My commission expires: 01/04/2014

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It is further ORDERED, ADJUDGED AND DECREED that Plaintiff, Katie Ryan Holliday, shall be, and is hereby, awarded an absolute divorce from Defendant, that she shall be, and is hereby, restored to all the rights and privileges of an unmarried person, and that the bonds of matrimony heretofore existing between the parties are hereby perpetually dissolved.

It is further ORDERED, ADJUDGED AND DECREED that the Plaintiff shall be, and is hereby, restored to her maiden name, Katie Ryan Liveoak.

It is further ORDERED, ADJUDGED AND DECREED that this Decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the Decree for an account, any debt associated with an account or any debt. Further, it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

It is further ORDERED, ADJUDGED AND DECREED that the ~~unpaid~~ costs of this cause shall be, and are hereby, taxed against each party equally.

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

Entered this the 3rd day of April, 2013.

Judge

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APPROVED FOR ENTRY:

Cathy Speers Johnson (Sup. Ct. No. 18580)
STITES & HARBISON, PLLC
401 Commerce Street, Suite 800
Nashville, TN 37219-2376
Telephone: (615) 244-5200

Attorneys for Katie Ryan Holliday

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Decree of Divorce has been sent, via first class U.S. Mail, postage prepaid, to Hugh Douglas Holliday, Jr., 921 Oak Valley Lane, Nashville, TN 37220, this 15 day of March, 2013.

Cathy Carpenter Speers

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CERTIFICATE OF SERVICE

DOCKET NO. 13D163

I hereby certify I have mailed a copy of the foregoing to the parties/counsel listed below, on this 5TH day of APRIL, 2013.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____
Deputy Clerk

CATHY SPEERS JOHNSON, ATTORNEY
STITES & HARBISON
401 COMMERCE ST., SUITE 800
NASHVILLE, TN 37219-2376

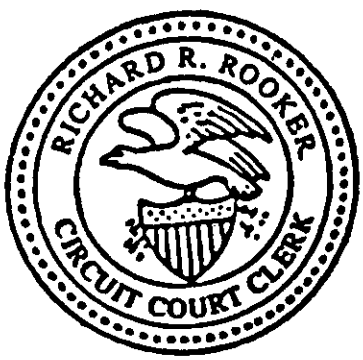
HUGH DOUGLAS HOLLIDAY, JR.
921 OAK VALLEY LANE
NASHVILLE, TN 37220

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 03 day of APRIL , 2013 , in the Case Number 13D163 between HOLLIDAY, KATIE RYAN Plaintiff, and HOLLIDAY, HUGH DOUGLAS JR. 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 03 day of MAY in the year two thousand thirteen and in the 236th year of American Independence.

SEAL



RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk