Karen Johnson Davidson County
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JAN 27 2016

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE
AT LEBANON

ENTERED AT 1:30 P M
FEB 09 2016

JOYCE MICHELLE BURLESON,

Plaintiff/Wife,

v.

DERREL SCOTT BURLESON,

Defendant/Husband.

No. 2015CV335
Notice of Entry Requested ✓

FINAL DECREE

This cause came to be heard upon affidavits upon the Complaint for Divorce executed by Plaintiff, stating that there are irreconcilable differences between the parties and that Plaintiff seeks the granting of a divorce on those grounds, and in fact, upon the entire record, from all of which the Court finds that the parties have irreconcilable differences in their marriage, that the Complaint for Divorce was filed more than ninety (90) days preceding this hearing, on October 21, 2015, and that the parties have entered into a fair and equitable Marital Dissolution Agreement. Further the Court affirmatively finds, in accordance with T.C.A. Section 36-4-103(b), that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of the property rights between the parties.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That Plaintiff, JOYCE MICHELLE BURLESON, be, and is hereby awarded an absolute divorce from Defendant, DERREL SCOTT BURLESON, on the ground of irreconcilable differences, and the bonds of matrimony heretofore subsisting between the parties are absolutely and forever dissolved and for nothing held and the parties are restored to all the

rights and privileges of unmarried persons.

2. The Court affirmatively finds in accordance with T.C.A. Section 36-4-103(b) and further decrees that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of the property rights between the parties and fairly apportions their debts.

3. That the Marital Dissolution Agreement entered into between the parties is hereby ratified and approved by the Court and made an Order of the Court. The Agreed Permanent Parenting Plan entered into between the parties is found to be in the best interest of the minor children, and it is hereby ratified and approved by the Court and made an Order of the Court. Each of these documents is in words and figures as follows:

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IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE
AT LEBANON

FILED
A.M OCT 21 2015 1:13 P.M.

JOYCE MICHELLE BURLESON,	)	
Plaintiff/Wife,	)	
v.	)	No. 2015 CV-335
DERREL SCOTT BURLESON,	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

WHEREAS, JOYCE MICHELLE BURLESON (hereinafter referred to as the "Wife") and DERREL SCOTT BURLESON (hereinafter referred to as the "Husband") have experienced marital difficulties in the past, and have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and

WHEREAS, Wife will file a Complaint for Divorce against Husband in the Wilson County Chancery Court; and

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

WHEREAS, the parties were married on or about the 6th day of August, 1988 in Madison County, Alabama and Plaintiff and Defendant were living in Davidson County, Tennessee, at the time of their separation; and

WHEREAS, the parties have each signed affidavits consenting to the filing of the divorce action in Wilson County, Tennessee, Chancery Court and have thereby submitted to that jurisdiction and venue;

WHEREAS, it is the decision of the parties, insofar as they are able without the

Wife Initials JMB Husband Initials DSB

concurrence of the Court, to amicably settle their differences with respect to all property rights, and support and maintenance obligations and obligations for payment of debts which the Court affirmatively finds is adequate and fair and equitable in all respects, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effective with respect to all of their property and other matters of concern; and

WHEREAS, the parties desire to enter into an Agreed Permanent Parenting Plan providing for all issues of the parties' minor children, including child support and shared parenting; and

WHEREAS, it is understood that the Wife is filing suit for absolute divorce upon the grounds of irreconcilable differences in the Wilson County Chancery Court, pursuant to Tennessee Code Annotated §36-4-103, and that this agreement shall be submitted to the Court for approval. It is further understood that the Husband, by signing this agreement, makes a general appearance before the Wilson County Chancery Court in Tennessee for purposes of granting the Wife a divorce upon the grounds of irreconcilable differences;

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

DIVISION OF MARITAL ASSETS BY CO-OWNERS

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

Wife Initials _____ Husband Initials _____

AWARD OF DIVORCE

2. The parties agree that this Marital Dissolution Agreement will be presented to the Court at the earliest opportunity, and, upon approval by the Court, will be incorporated into a Final Decree of Divorce awarding Wife a divorce from Husband based on the allegations of Irreconcilable Differences set forth in Wife's Complaint for Divorce.

MINOR CHILDREN

3. There are two (2) minor children born of this marriage: Brady Reed Burleson, DOB: 10/27/1998, and Katherine Mae Burleson, DOB: 10/24/2001. All matters involving these minor children are addressed in the parties' Agreed Permanent Parenting Plan.

VEHICLES

4. Husband and Wife jointly own a 2011 Honda CRV. Wife drives this vehicle, and it is titled in both parties' names. There is a loan obligation associated with this vehicle, and the loan is in both parties' names. Wife will be awarded this vehicle in the divorce. Wife will be solely responsible for paying any obligation associated with this vehicle. Wife shall indemnify and hold Husband harmless from: liability of same. Husband is hereby divested of any interest that he might have or might claim in the vehicle and will execute any and all necessary documents to reflect this divestiture of his interest once the loan obligation has been paid in full and within thirty (30) days of a request being made by Wife.

5. Husband owns a 2000 Toyota Camry. The Husband drives this vehicle, and the vehicle is titled in Husband's name solely. There is no loan obligation associated with this vehicle. Husband will be awarded this vehicle in the divorce. Husband will be solely responsible for making any financial payments associated with this vehicle. Husband shall indemnify and hold Wife harmless from liability of same. Wife is hereby divested of any interest that she might

Wife Initials _____ Husband Initials _____

have or might claim in said vehicle and she will execute any and all necessary documents to reflect this divestiture of her interest within thirty (30) days of a request being made by Husband.

6. Wife owns a 2006 Honda Accord. The parties' minor child, Brady Burleson, drives this vehicle, and it is titled in Wife's name solely. There is no loan obligation with this vehicle. Wife will be awarded this vehicle in the divorce. Wife will be solely responsible for making any financial payments associated with this vehicle. Wife shall indemnify and hold Husband harmless from liability of same. Husband is hereby divested of any interest that he might have or might claim in said vehicle and he will execute any and all necessary documents to reflect this divestiture of his interest within thirty (30) days of a request being made by Wife.

REAL PROPERTY

7. Husband and Wife own real estate located at 5113 Regent Drive, Nashville, TN 37220. The parties agree that this real property shall be awarded to Wife, free and clear from any claim of Husband. Wife shall be solely responsible for any and all debt associated with this property, and timely payment of the mortgage, taxes, utilities and all other costs associated with the house upon finalization of the parties' divorce. Wife shall hold Husband harmless from liability of same. Wife shall have one-hundred and eighty (180) days from the date the parties' divorce is finalized to either assume the current loan in her name only through a mortgage assumption option offered by the mortgage holder or to refinance the mortgage on this property, so that Husband's name will be removed from the mortgage obligation. If Wife is unable to assume the mortgage in her name only or to refinance the mortgage to have the Husband's name removed within one-hundred and eighty (180) days from the date the divorce is finalized, Wife must list the property for sale with a real estate agent chosen by both parties within two-hundred and ten (210) days of the divorce being finalized. The parties agree to abide by the realtor's recommendations regarding setting a list price, lowering the price, as necessary, and performing

Wife Initials _____ Husband Initials _____

any repairs necessary to keep the real property in marketable condition. Pending closing of the sale of this real property, Wife shall be responsible for all expenditures and repairs. Moreover, each party reserves the right to move the Court for an entry of an Order determining a reasonable sales or contract price or requiring the residence and real property to be sold and/or auctioned, if the parties cannot agree on whether or not to accept an offer from a prospective buyer or terms of the sale of the property. If the property is sold, the Wife will retain any and all profit from the sale of the property after paying fees associated with the sale. Husband agrees that his interest in the property is hereby divested from Husband and reinvested in Wife so that the Wife shall own the said property free and clear of any interest or claim of Husband.

Husband further agrees to execute a quitclaim deed, if necessary, related to this real property within thirty (30) days of the Wife either assuming the mortgage or refinancing the mortgage. Wife will have the quitclaim deed prepared at her expense.

BANK ACCOUNTS

8. Husband and Wife have a checking account at Suntrust Bank, with account number ending in 9980. The balance in this account is approximately $250.00. Husband and Wife agree that this account will be closed within thirty (30) days of the divorce being finalized, and any funds remaining in this account at that time will be split equally between the parties. This account is currently used for deposits of Social Security Disability Income payments paid out for the benefit of the parties' minor children. These benefits are drawn through the Husband's Social Security Disability Income, and Husband will assist the Wife in having these funds deposited into a different account.

9. Wife has a checking account with Suntrust that is held solely in Wife's name, with account number ending in 2949. The balance in this account is approximately $2,100.00. This account and the funds therein will remain the sole property of Wife, free and clear from any

Wife Initials _____ Husband Initials _____

claim of the Husband.

10. Wife has a money market savings account with Suntrust Bank that is held solely in Wife's name, with account number ending in 3228. The balance in this account is approximately $8,100.00. This account and the funds therein will remain the sole property of Wife, free and clear from any claim of the Husband.

11. Wife has a money market savings account with Suntrust Bank that is held solely in Wife's name, with account number ending in 4814. The balance in this account is approximately $5,000.00. This account and the funds therein will remain the sole property of Wife, free and clear from any claim of the Husband.

12. Wife has a money market savings account with Suntrust Bank that is held solely in Wife's name, with account number ending in 4822. The balance in this account is approximately $5,000.00. This account and the funds therein will remain the sole property of Wife, free and clear from any claim of the Husband.

13. Husband has a checking account with US Bank that is held solely in Husband's name, with account number ending in 1922. The balance in this account is approximately $5,000.00. This account and the funds therein will remain the sole property of Husband, free and clear from any claim of the Wife.

14. Wife has a Wells Fargo Advisors Brokerage account held solely in Wife's name, with account number ending in 0344. This account holds 982 shares of CCA common stock through Wife's employment. This account and the stock shares will remain the sole property of Wife, free and clear from any claim of the Husband.

15. Any account maintained solely in either party's name will be the sole property of that party, free and clear from any claims of the other party.

Wife Initials _____ Husband Initials _____

BUSINESS INTERESTS

16. Neither party owns any interest in a business.

RETIREMENT

17. Wife hereby relinquishes any claim of any sort she may have in or to Husband's employment related assets associated with Husband's current employment or any former employer of the Husband, specifically including, but not by way of limitation, pension accounts, retirement accounts, 401-K accounts, incentive or thrift accounts, or any other employment related assets of any kind.

18. Husband and Wife agree that Husband will receive $35,000.00 from Wife's Corrections Corporation of America (CCA) 401(k) Savings and Retirement Plan. CCA is the Plan Sponsor and the Plan Administrator. Wife's counsel will file a Qualified Domestic Relations Order to segregate Husband's $35,000.00 portion of this 401(k) accordingly, and the Qualified Domestic Relations Order will be filed along with the Final Decree of Divorce. Wife shall then be awarded all right, title and interest in and to this account, free and clear of any interest of Husband, and subject to any indebtedness thereon.

DEBT

19. Wife has a Home Depot credit card, account number ending in 0067. This account is held solely in Wife's name. The balance owed on this account is approximately $0.00. Wife will be fully responsible for the payment of this credit card. Wife will hold Husband harmless from liability of same. Husband will make no charges on this account, and if charges are made after the date of the execution of this Marital Dissolution Agreement, Husband will be fully responsible for the payment of any charges he personally makes or that are made on his behalf.

20. Wife has a Venture Capital One credit card, account number ending in 6641. This account is held solely in Wife's name. The balance owed on this account is approximately $0.00.

Wife Initials _____ Husband Initials _____

Wife will be fully responsible for the payment of this credit card. Wife will hold Husband harmless from liability of same. Husband will make no charges on this account, and if charges are made after the date of the execution of this Marital Dissolution Agreement, Husband will be fully responsible for the payment of any charges he personally makes or that are made on his behalf.

21. Wife has a Chase VISA SWA Rewards credit card, account number ending in 6119. This account is held solely in Wife's name. The balance owed on this account is approximately $565.00. Wife will be fully responsible for the payment of this credit card. Wife will hold Husband harmless from liability of same. Husband will make no charges on this account, and if charges are made after the date of the execution of this Marital Dissolution Agreement, Husband will be fully responsible for the payment of any charges he personally makes or that are made on his behalf.

22. Wife has a Suntrust Mastercard credit card, account number ending in 4088. This account is held solely in Wife's name. The balance owed on this account is approximately $619.00. Wife will be fully responsible for the payment of this credit card. Wife will hold Husband harmless from liability of same. Husband will make no charges on this account, and if charges are made after the date of the execution of this Marital Dissolution Agreement, Husband will be fully responsible for the payment of any charges he personally makes or that are made on his behalf.

23. Husband has a Citibank Preferred credit card, account number ending in 2125. This account is held solely in Husband's name. The balance owed on this account is approximately $0.00. Husband will be fully responsible for the payment of this credit card. Husband will hold Wife harmless from liability of same. Wife will make no charges on this account, and if charges are made after the date of the execution of this Marital Dissolution

Wife Initials _____ Husband Initials _____

Agreement, Wife will be fully responsible for the payment of any charges she personally makes or that are made on her behalf.

24. Husband has a Bank of America credit card, account number ending in 7264. This account is held solely in Husband's name. The balance owed on this account is approximately $3,600.00. Husband will be fully responsible for the payment of this credit card. Husband will hold Wife harmless from liability of same. Wife will make no charges on this account, and if charges are made after the date of the execution of this Marital Dissolution Agreement, Wife will be fully responsible for the payment of any charges she personally makes or that are made on her behalf.

25. Husband has a Discover credit card, account number ending in 8539. This account is held solely in Husband's name. The balance owed on this account is approximately $0.00. Husband will be fully responsible for the payment of this credit card. Husband will hold Wife harmless from liability of same. Wife will make no charges on this account, and if charges are made after the date of the execution of this Marital Dissolution Agreement, Wife will be fully responsible for the payment of any charges she personally makes or that are made on her behalf.

26. Husband has a Citi Simplicity Visa credit card, account number ending in 8504. This account is held solely in Husband's name. The balance owed on this account is approximately $11,700.00. Husband will be fully responsible for the payment of this credit card. Husband will hold Wife harmless from liability of same. Wife will make no charges on this account, and if charges are made after the date of the execution of this Marital Dissolution Agreement, Wife will be fully responsible for the payment of any charges she personally makes or that are made on her behalf.

27. Husband has a Venture Capital One credit card, account number ending in 0399. This account is held solely in Husband's name. The balance owed on this account is

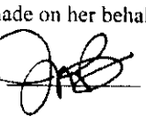
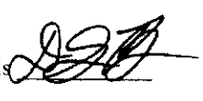
Wife Initials _____ Husband Initials _____

approximately $19,000.00. Husband will be fully responsible for the payment of this credit card. Husband will hold Wife harmless from liability of same. Wife will make no charges on this account, and if charges are made after the date of the execution of this Marital Dissolution Agreement, Wife will be fully responsible for the payment of any charges she personally makes or that are made on her behalf.

28. Husband has a Best Buy credit card. This account is held solely in Husband's name. The balance owed on this account is approximately $0.00. Husband will be fully responsible for the payment of this credit card. Husband will hold Wife harmless from liability of same. Wife will make no charges on this account, and if charges are made after the date of the execution of this Marital Dissolution Agreement, Wife will be fully responsible for the payment of any charges she personally makes or that are made on her behalf.

29. Husband has a Suntrust credit card, account number ending in 8285. This account is held solely in Husband's name. The balance owed on this account is approximately $0.00. Husband will be fully responsible for the payment of this credit card. Husband will hold Wife harmless from liability of same. Wife will make no charges on this account, and if charges are made after the date of the execution of this Marital Dissolution Agreement, Wife will be fully responsible for the payment of any charges she personally makes or that are made on her behalf.

30. Husband has a US Bank Platinum VISA credit card, account number ending in 6729. This account is held solely in Husband's name. The balance owed on this account is approximately $0.00. Husband will be fully responsible for the payment of this credit card. Husband will hold Wife harmless from liability of same. Wife will make no charges on this account, and if charges are made after the date of the execution of this Marital Dissolution Agreement, Wife will be fully responsible for the payment of any charges she personally makes or that are made on her behalf.

Wife Initials  Husband Initials 

31. Husband has a Target credit card. This account is held solely in Husband's name. The balance owed on this account is approximately $0.00. Husband will be fully responsible for the payment of this credit card. Husband will hold Wife harmless from liability of same. Wife will make no charges on this account, and if charges are made after the date of the execution of this Marital Dissolution Agreement, Wife will be fully responsible for the payment of any charges she personally makes or that are made on her behalf.

32. Husband and Wife jointly have a Citibank credit card, account number ending in 6334. This account is held in both parties' names. The balance owed on this account is approximately $0.00. The parties agree that this account will be closed and neither party will make any charge on this account after the date of the execution of this Marital Dissolution Agreement. If either party makes a charge on the account after the date of executing this Marital Dissolution Agreement, that party will be fully responsible for the payment of any charges made personally by that party or made on that party's behalf.

33. Wife and Husband have accrued no other joint debt, including credit cards, during the marriage.

34. Both parties agree to hold the other harmless for any debt associated with this divorce that is hereby assigned to him or her, as stated above.

35. Each party shall be responsible for payment of any and all debts incurred in his or her name solely pursuant to the terms of this Agreement, unless a contrary provision is contained herein.

36. Parties hereto 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.

Wife Initials _____ Husband Initials _____

Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. It is hereby expressly agreed between the parties that if any such unrevealed charges exist, the party making those charges shall be solely responsible for payment of those unrevealed charges.

37. **NOTICE PURSUANT TO TENN. CODE ANN. §36-4-134: 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 this decree for an account, any debt associated with an account or any debt. It may be in the party's best interest to cancel, close or freeze jointly held accounts.**

38. It is agreed that should either party be compelled to pay any debt contracted or incurred by the other party or which should be paid by the other party pursuant to the terms of this Agreement, the party for whose benefit such payment is made agrees to indemnify and hold the other party harmless from any and all liability for such indebtedness and to reimburse the other party, including any interest and legal expenses paid by the other party either in defending the claims of the creditor or otherwise, personal bankruptcy notwithstanding.

39. It is understood and agreed between the parties that, from and after the date of the execution of this Agreement, neither will contract any indebtedness upon the credit of the other, and that if either shall be compelled to pay any future debt of the other, then the party for whose benefit such payments are made will indemnify the other to the full extent of the amount paid, including any interest and the legal expenses incurred, if any.

PERSONAL PROPERTY

40. The Husband shall have as his sole and exclusive property the following: Any

Wife Initials _____ Husband Initials _____

personal property of any kind titled in the Husband's name solely or in his sole possession as of the date of his execution of this Agreement unless a contrary provision is contained herein;

41. The Wife shall have as her sole and exclusive property the following: Any personal property of any kind titled in the Wife's name solely or in her sole possession as of the date of her execution of this Agreement, unless a contrary provision is contained herein.

42. The Parties agree that all other personal items have been separated and distributed as of the date of signing this Marital Dissolution Agreement.

ALIMONY

43. Neither party shall receive alimony of any kind from the other.

COURT COSTS

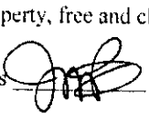
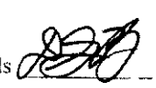
44. The payment of any additional Court costs incurred in this cause shall be paid equally by the Parties.

TAX CONSEQUENCES

45. Each party to this Agreement will be responsible for his or her own tax consequence brought about by the division of any property pursuant to this Agreement. No tax advice has been given to the parties. However, if there is a current obligation owed to the IRS then both parties shall remain jointly and severally liable for such debt.

AFTER-ACQUIRED PROPERTY

46. 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.

Wife Initials  Husband Initials 

ADDITIONAL INSTRUMENTS

47. It is understood and agreed between the parties, as part of the consideration for the execution of this Agreement that each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

ENFORCEMENT AND ATTORNEY FEES

48. In the event it becomes necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney fees incurred in procuring the action.

49. 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 defaulting party agrees to pay reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver or default or 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.

DISCOVERY

50. By signing this document, each party indicates that he or she does not want to proceed with formal discovery, including completing Interrogatories and Requests for Production of Documents or discovery depositions that are designed to discover assets and debts. The parties further release the attorneys of record from any obligation to complete the discovery process.

FINAL SETTLEMENT

51. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective

Wife Initials _____ Husband Initials _____

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 accrue under the law of any jurisdiction with respect to the other party's property, including without limitation, dower, curtsey, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution or the right to act as an administrator executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property owned by the husband or wife, individually or jointly, or any property that either of them may acquire in the future.

52. The parties understand and agree that this Agreement will be introduced in the proceedings pending in the Chancery for Wilson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

BENEFICIARY REVOCATION

53. Each party agrees that, upon the execution of this Agreement, each immediately loses any right to share in the assets of the other's estate. Further, each agrees specifically that neither he nor she will serve as personal representative of the other's estate.

54. The parties agree that, except as otherwise provided by the terms of this Agreement or by the terms of the parties' Agreed Permanent Parenting Plan, all documents heretofore executed by either party that designate the other party as a beneficiary will be, and are hereby, revoked. Such documents shall include, but not be limited to wills, 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

Wife Initials _____ Husband Initials _____

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, by the terms of the parties' Agreed Permanent Parenting Plan, or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

ESTATE WAIVER

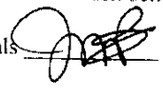
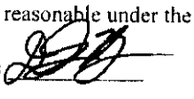
55. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter accrue under the law of any jurisdiction with respect to the other party's property, including without limitation, dower, curtsey, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution or the right to act as an administrator executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property owned by the Husband or Wife, individually or jointly, or any property that either of them may acquire in the future.

VOLUNTARY AGREEMENT

56. 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 of this Agreement and their legal effects 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.

FULL DISCLOSURE

57. Each party acknowledges that this Agreement has been entered into of his or her own volition with full knowledge and information. In some instances, it represents a compromise of disputed issues. Each believes these terms and conditions to be fair and reasonable under the

Wife Initials  Husband Initials 

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.

NON-DISCHARGABILITY

58. Whenever one party is required by the terms of this Agreement to assume responsibility for payment of certain debts and/or indemnify and hold the other party harmless from any liability therefore, such obligation shall be deemed to be a support obligation under 11 U.S.C. 523(5) which is not dischargeable in bankruptcy as to the other party.

ENTIRE UNDERSTANDING

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

TAX EXEMPT STATUS

60. 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.

RELEASE OF TORTIOUS LIABILITY

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

Wife Initials _____ Husband Initials _____

NO INTERFERENCE

62. Each party will be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single or unmarried. Neither will molest the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

JURISDICTION

63. This Agreement will be construed under the laws of the State of Tennessee.

VALIDITY

64. In the event a Court of competent jurisdiction shall hold any provision of this Agreement invalid, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

AMENDMENTS

65. 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 of similar nature.

66. This Agreement may be altered, amended or canceled only by instrument in writing, signed by each of the parties and approved by a Court of competent jurisdiction, and this requirement cannot be waived by oral agreement.

FAIRNESS OF AGREEMENT

67. The parties acknowledge that the provisions of this Agreement are fair, adequate and satisfactory to them and in keeping with their accustomed standard of living and reasonable

Wife Initials _____ Husband Initials _____

requirements.

MODIFICATION

68. 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 of similar nature.

69. This Agreement may be altered, amended or canceled only by instrument in writing, signed by each of the parties and approved by a Court of competent jurisdiction.

FULL AGREEMENT

70. The parties hereby agree that this instrument contains the full and final agreement of the parties and same may be incorporated into any Final Decree of Divorce which may be entered by this Honorable Court and shall become a part of said Final Decree as fully and completely as if copied verbatim therein. Further, the parties specifically agree that this Marital Dissolution Agreement may be used by the Court as a partial basis for awarding by the Court of a divorce on the grounds of irreconcilable differences.

71. Further, the parties agree that no side agreements shall be valid unless executed in writing and is signed by each of the parties. No modification or waiver of any of the terms herein shall be valid unless in writing and signed by each of the parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach of default of a same or similar nature.

72. In the event any provision of this Agreement shall be held invalid by a Court of

Wife Initials _____ Husband Initials _____

competent jurisdiction, such individual provision shall not affect the other provisions of this Agreement, said provisions being severable.

LEGAL REPRESENTATION

73. It is acknowledged by both parties to this Agreement that Lauren Wilson Castles is the attorney for JOYCE MICHELLE BURLESON, solely in this cause of action, and that she has not rendered any legal advice to DERREL SCOTT BURLESON of any kind relative to this Agreement or the cause of action pending in the Wilson County Chancery Court. It is acknowledged by both parties to this Agreement that DERREL SCOTT BURLESON has represented himself in this matter.

74. The parties agree that after thirty (30) days have elapsed from the entry of this Decree by the Clerk, and if there has been no appeal or other activity by or on behalf of either party, the relationship of attorney and client shall terminate as between the Plaintiff and LAUREN WILSON CASTLES insofar as this cause is concerned.

THIS AGREEMENT is executed in triplicate and a copy of same is being retained by each party, with the third copy being tendered to the Court as part of any Final Decree of Divorce between the parties. This Agreement is executed on this the 16th day of October, 2015, as to the Husband; and on this the 16th day of October, 2015, as to the Wife.

JOYCE MICHELLE BURLESON

DERREL SCOTT BURLESON

Wife Initials

Husband Initials

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this the 16 day of October, 2015, before me personally appeared JOYCE MICHELLE BURLESON to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing Marital Dissolution Agreement, and who acknowledged that she executed the same as her free act and deed and that all information contained herein is true and correct to the best of her knowledge.

WITNESS MY HAND AND OFFICIAL SEAL at office in Madison, Tennessee.

Notary Public

DEVERICK COX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES JUNE 21, 2016

My Commission Expires: June 21, 2016

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this the 16 day of October, 2015, before me personally appeared DERREL SCOTT BURLESON, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing Marital Dissolution Agreement, and who acknowledged that he executed the same as his free act and deed and that all information contained herein is true and correct to the best of his knowledge.

WITNESS MY HAND AND OFFICIAL SEAL at office in Madison, Tennessee.

Notary Public

DEVERICK COX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES JUNE 21, 2016

My Commission Expires: June 21, 2016

Wife Initials

Husband Initials

4. Based on the parties' Marital Dissolution Agreement and the Complaint for Divorce, and the entire record in this case, the Court finds good cause to make this Final Decree of Divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff is awarded a divorce from the Defendant on the ground of irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this Court hereby approves and adopts the parties' Marital Dissolution Agreement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the parties' Agreed Permanent Parenting Plan is found to be in the minor children's best interest, and it is, therefore, approved and adopted by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the court costs of this cause be assessed equally to the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that both parties are responsible for his or her own attorney's fees.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED **that both parties are hereby given notice that 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 the Final Decree for an account, any debt associated with an account, or any debt. It may be in a party's best interest to cancel, close or freeze any jointly-held accounts (T.C.A. 36-4-134).**

Entered this 9th day of Feb, 2016.

CK Smith
CHANCELLOR SMITH

CHANCERY COURT OF WILSON COUNTY, TENN. LEBANON

Approved for Entry:

Lauren Castles

Lauren Wilson Castles, BPR #030100
Attorney for Plaintiff/Wife
1616 Westgate Circle, Suite 207
Brentwood, TN 37027
(615) 844-6277
(888) 243-2926 (fax)
lauren@castlesfamilylaw.com

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.
29th day of June, 2020.
BARBARA WEBB, CLERK & MASTER
Kim Bass DC&M
D. C&M

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed via U.S. Mail, postage prepaid to the following on the 25 day of January 2016:

Derrel Scott Burleson
300 East Webster Street
Apartment J-4
Madison, TN 37115

Lauren Castles