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STATE OF TENNESSEE

****

BARRY OAKLEY
[Plaintiff(s)]

vs.

Docket No: *20D85*

KELLY LYNN OAKLEY
[Defendant(s)]

I, JOSEPH P. DAY, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the above styled case on October 25, 2023 in the Third Circuit Court for Davidson County, Tennessee, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, on November 27, 2023.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____

Deputy Clerk

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

BARRY N. OAKLEY	)	
Plaintiff/Husband,	)	
	)	**Docket No. 20D85**
v.	)	
	)	
KELLY LYNN GORMAN OAKLEY,	)	
Defendant/Wife.	)	

FINAL DECREE OF DIVORCE

This cause comes before the Honorable Phillip Robinson, upon the original Complaint for Divorce filed by the Husband, presentation to the Court of a signed Marital Dissolution Agreement and Permanent Parenting Plan entered into between the parties in which the Court affirmatively finds that:

1. This Court has jurisdiction in all necessary particulars of this case, and the facts alleged in the Complaint are true and correct as to the necessary elements of an irreconcilable differences divorce. The differences between the parties have become irreconcilable and a divorce should be granted to Husband on the ground of irreconcilable differences.

2. The ninety (90) day waiting period, as required by statute, has elapsed.

3. The Health Insurance Notice required by Tenn. Code Ann. § 56-7-2366 has been properly filed and sent to the appropriate party.

4. It further appears to the Court that the parties have entered into an agreed written and executed Marital Dissolution Agreement and the Court affirmatively finds that the parties have made adequate and sufficient provisions by these written agreements for the fair and equitable settlement and division of any property rights between them.

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

BARRY N. OAKLEY **Plaintiff/Husband,**	)	
	)	**Docket No. 20D85**
v.	)	
KELLY LYNN GORMAN OAKLEY, **Defendant/Wife.**	)	

MARITAL DISSOLUTION AGREEMENT

THIS MARITAL DISSOLUTION AGREEMENT is entered into by and between **BARRY N. OAKLEY** (hereinafter referred to as "Husband") and **KELLY LYNN GORMAN OAKLEY** (hereinafter referred to as "Wife"), subject to the following premises, terms and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties and a divorce proceeding between the Wife and the Husband is pending in the Third Circuit Court for Davidson County, Tennessee, Docket #20D85; and

WHEREAS, it is the decision of the parties to amicably settle their differences with respect to all property rights, support obligations, and obligation for payment of debts, 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 their real and personal property and other matters of concern; irrespective of whether a divorce is finally concluded between the parties.

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

1. **DIVORCE.** The Husband shall be awarded a divorce on the grounds of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval and, if approved, made part of the Court's Final Decree of Divorce.

2. **VENUE AND SERVICE OF PROCESS.** Each of the parties hereby acknowledges that a divorce action is pending under the above-styled case name and docket number in the Third Circuit Court for Davidson County, Tennessee. The parties waive further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Husband is represented by attorneys Helen S. Rogers and Ethan R. Page of Rogers, Shea & Spanos, and the Wife is represented by attorney Shannon L. Crutcher and Robbie T. Beal of Beal Nations & Crutcher.

3. **CUSTODY/VISITATION/SUPPORT.** The parties have one (1) child still living at home, who is a senior in high school. The child will turn eighteen (18) years of age on October 25, 2023, and no Parenting Plan is necessary. However, the child will not graduate high school until May 12, 2024. Husband shall pay to Wife monthly child support of $1,708.00 by direct deposit into an account of her choosing beginning November 1, 2023, and continuing on the first day of each month thereafter until the last payment is made on May 1, 2024. A child support worksheet is attached hereto as **Exhibit A**. Upon the entry of the Final Decree of Divorce, the *Agreed Order Regarding Temporary Family Support* entered on April 21, 2022 shall have no further force or effect. Husband shall continue to pay the following household expenses: the mortgage on the marital residence, the HELOC on the marital residence, and the following

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expenses for the youngest child: cell phone bill, high school tuition, school lunches, school fees, health insurance (including medical, dental, and vision), uncovered medical bills/deductibles/co-payments, and vehicle and car insurance expenses

Beginning upon the date of the entry of the Final Decree of Divorce, Wife shall be responsible for the payment of her own personal expenses, including, but not limited to: any and all water, gas and electrical utilities at the marital residence; her vehicle maintenance and car insurance expenses, health and dental insurance premiums, cell phone bill; and her life insurance premiums.

Because the utilities at the marital residence are in Husband's sole name, Husband shall continue to timely pay the gas, water, cable/wifi, and electricity bills for the former marital residence each month and send Wife an invoice for same upon payment. Upon receipt of the invoice/monthly bill from Husband, Wife shall repay Husband for said bills within ten (10) days.

Husband's responsibility for the payment of the youngest child's expenses pursuant to this Section shall end on May 12, 2024.

4. **ASSET DIVISION.**

Wife shall be awarded her retirement accounts being an **IRA #**[redacted] and a **Roth IRA #**[redacted] and her vehicle which is an unencumbered **2016 Ford Expedition XL VIN:** [redacted] Wife shall also receive the lump sum in paragraph 6. Husband shall be awarded all other real property and all business interests.

5. **REAL PROPERTY.**

Husband shall be awarded ownership of all marital real property. Wife shall be divested of all her interest in any and all real property and Husband shall be vested with all Wife's interest in same. Husband shall timely pay all monthly mortgage payments or other indebtedness on which

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Wife is a co-obligor or guarantor so as not to adversely affect her credit and shall indemnify her and hold her harmless from any and all liability related thereto. Within ten (10) days from the date of the entry of the Final Decree of Divorce, Wife shall immediately execute all quitclaim deeds necessary to convey her ownership and marital interest on all the real properties to Husband. Husband's counsel shall be responsible for drafting said quitclaim deeds and delivering said quitclaim deeds to Wife's counsel. The cost to draft the quitclaim deeds shall be paid from the Rogers, Shea & Spanos Trust Account. The quitclaim deeds shall be held in trust by Husband's counsel until Wife is paid in full the lump sum set forth below, until the closing of the sale of one or more of the properties to pay Wife her lump sum, or Husband's refinance of related indebtedness.

Husband shall specifically be awarded ownership of the following real properties, in addition to the real properties listed below in **Section 8**:

1. **224 Craigmeade Drive, Nashville, TN 37214**
2. **0 Craigmeade Drive [Tract 2], Nashville, TN 37214**

Husband shall also be awarded all right, title and interest in and to his interest in Oakley Properties which includes the following real properties:

1. **280 McGavock Pike, Nashville, TN 37214**
2. **1824 Lebanon Road, Nashville, TN 37210**
3. **244 Craigmeade Drive, Nashville, TN 37214**
4. **Sunset View, Nashville, TN (number unassigned)**

6. LUMP SUM SETTLEMENT.

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Husband shall pay to the Wife a lump sum of Two Million Two Hundred Thousand Dollars ($2,200,000) on or before June 1, 2024 in full and final settlement of any and all claims of Wife for any marital assets or separate assets of the Husband. Upon payment of said amount, Wife shall have sixty (60) days, but not before June 1, 2024, to vacate the marital home at 224 Craigmeade Drive, Nashville, TN 37214 and remove any and all personal property, leaving the home in broom clean condition with no damage other than normal wear and tear or damage other than damage to the ceiling in the kitchen, water in the basement, exterior basement door, subflooring in the kitchen, ceiling above the deck doors, and cracked tile in front of the oven in the kitchen. Husband shall continue to timely pay the primary mortgage and HELOC on the home located at 224 Craigmeade Drive, Nashville, TN 37214 until Wife has received her above-referenced lump sum payment, after which Wife shall be responsible for the payment of the primary mortgage on the former marital residence. After Wife receives her lump sum payment, Husband shall continue to timely pay the primary mortgage and the HELOC on the former marital residence each month and send Wife an invoice for same upon completion of the mortgage payment. Upon receipt of the invoice from Husband, Wife shall repay Husband for said bill within ten (10) days.

Wife shall vacate the marital home within sixty (60) days from the date she receives the lump sum payment from Husband as provided in this paragraph, but in any event, Wife shall not be required to vacate said premises prior to June 1, 2024. Husband shall have until November 1, 2024 to refinance the debts on the marital home to remove Wife's name from said debt. If, for any reason, Husband has not refinanced the debts on the marital home by November 1, 2024, the marital home immediately shall be listed with a realtor and placed on the market for sale upon Wife's written request (text message or e-mail is sufficient) unless or until Husband is able to refinance the mortgage indebtedness in his separate name.

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Until Wife vacates the marital residence she shall be responsible for the payment of any repairs under $500. Husband shall be responsible for the payment of any repairs to the marital home over $500.

Wife shall be awarded a secured lien in the amount of $2,200,000 against all of Husband's real properties and his stock certificates in Oakley Construction, Inc., which shall be held in trust by Wife's counsel. Husband shall not further encumber his real properties or pledge them as collateral in any transaction until the full amount of $2,200,000 is paid to Wife. Said lien will be drafted by Wife's attorneys and they may be paid from the Rogers, Shea & Spanos Trust Account for same, if they are owed any additional fees. Upon the full payment of $2,200,000 to Wife, Wife shall immediately release the lien(s). The Court shall retain jurisdiction over this matter until such time as Husband has made the full lump sum payment to Wife. If Husband, for any reason, does not timely make the lump sum payment to Wife, she may motion the Court for relief, including but not limited to the liquidation of any of Husband's assets necessary for Wife to receive her lump sum payment in full.

7. **PROCEEDS FROM SALE OF DAHLIA.** The funds remaining in the trust account at Rogers, Shea & Spanos shall be used first to pay all 2022 personal taxes in the amount of $77,259, mediation fees to Phillip R. Newman, Esq., expert witness fees and both parties' outstanding attorney fees up until October 26, 2023. Any funds remaining after the above expenses are paid in full shall be distributed as follows: Wife shall first eceive $25,000, after which the remaining balance of said trust account shall be awarded to Husband.

8. **BUSINESSES**

Husband shall be awarded all right, title and interest in and to Oakley Construction, Inc. including all equipment, accounts, receivables, bank accounts, and debts and hold Wife harmless

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from any liability thereon. No later than November 1, 2024, if Wife is on any debt related to this business as a personal guarantor or obligor, Husband shall secure from the lender her release from any and all liability or Husband shall refinance the debt to remove her from any contractual liability thereon.

Husband shall be awarded all right, title and interest in and to Oakley Rental, LLC together with all equipment, accounts, receivables and debts and hold Wife harmless from any liability for the same. No later than November 1, 2024, if Wife is on any debt related to this business as a personal guarantor or obligor, Husband shall secure from the lender her release from any and all liability or Husband shall refinance the debt to remove her from any contractual liability thereon.

Husband shall be awarded all right, title and interest in and to his 50% Member Interest in Loads of Clothes, LLC business including all equipment, accounts, receivables, bank accounts and debts and hold Wife harmless from any liability thereon. No later than November 1, 2024, if Wife is on any debt related to this business as a personal guarantor or obligor, Husband shall secure from the lender her release from any and all liability or Husband shall refinance the debt to remove her from any contractual liability thereon.

Husband shall be awarded all right, title and interest in and to his 44.9144% of Oakley Enterprises, GP, which includes the following real properties:

1. **102-A Nokes Dr., Hendersonville, TN 37075**
2. **102-B Nokes Dr., Hendersonville, TN 37075**
3. **1311 Neelys Bend Rd., Madison, TN 37115**
4. **1732 Lebanon Rd., Nashville, TN 37214**
5. **1800 Lebanon Rd., Nashville, TN 37214**

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6. 1814 Lebanon Rd., Nashville, TN 37214

7. 1816 Lebanon Rd., Nashville, TN 37214

8. 224 Shady Grove Rd., Nashville, TN 37214

9. 226-A Shady Grove Rd., Nashville, TN 37214

10. 226-B Shady Grove Rd., Nashville, TN 37214

11. 2423-A Springview Dr., Nashville, TN 37214

12. 2423-B Springview Dr., Nashville, TN 37214

13. 2508 Crossfield Dr., Nashville, TN 37214

14. 2510 Crossfield Dr., Nashville, TN 37214

15. 2509 Lebanon Road, Nashville, TN 37214

16. 2511 Lebanon Road, Nashville, TN 37214

17. 2513 Lebanon Road, Nashville, TN 37214

18. 4209 Lebanon Road, Nashville, TN 37214

19. 4211 Lebanon Road, Nashville, TN 37214

20. Clovernook Dr., Nashville, TN 37210

No later than November 1, 2024, if Wife is on any debt related to this business as a personal guarantor or obligor, Husband shall secure from the lender her release from any and all liability or Husband shall refinance the debt to remove her from any contractual liability thereon.

9. **PERSONAL PROPERTY.**

Each party shall be awarded all items of personal property owned by him or her prior to the marriage, inherited by him or her, or gifted to him or her during the marriage. Each party shall

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be awarded his or her jewelry, clothing and other personal effects as his or her sole and separate property, free and clear of all claims by the other.

Upon Husband giving Wife notice that he will be paying the lump sum in paragraph 6 above, the parties shall meet and flip a coin to determine the post-divorce ownership of each remaining item of marital personal property desired by both spouses. Each party may have a witness present at this coin toss and selection. The party who wins the coin toss shall choose the first item of personal property, and they will alternate choosing an item until all items of personal property at issue have been divided. Until the completion of the coin toss, neither party shall remove any disputed items from the marital residence. Wife shall be, and is hereby, solely and separately responsible for removing her furnishings and personal property from the marital residence and any expenses related thereto. After the parties have separated and divided the household furnishings and personal property as set forth herein, each party shall be, and is hereby, awarded all personal property and household furnishings in his or her possession, free and clear of any claim by the other party. Wife shall remove all her personal property within sixty (60) days of being paid the lump sum award in paragraph 6 above, but not before June 1, 2024. All right, title, and interest of either party in and to the household furnishings and personal property in the possession of the other party after the division shall be, and is hereby, divested out of that party and vested absolutely in the other party according to this paragraph. The parties shall arrange to dispose of any unclaimed personal property after the division and they shall share that expense.

10. MOTORIZED VEHICLES.

The Husband shall receive all right, title, and interest in the following vehicles, free and clear of any interest of the Wife. The Wife shall sign any and all documents necessary to transfer all of her interest in these vehicles to the Husband within thirty (30) days of the date of entry of

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the Final Decree of Divorce. The Husband shall be responsible for the payment of any and all expenses related to the vehicle, including insurance and maintenance, and agrees to indemnify and hold the Wife harmless from any liability thereof. Husband shall refinance any debt on any of these vehicles and place said debt in his sole name by November 1, 2024.

a. **2011 Artic Cat ATV Vin #:** [redacted]

b. **2000 Mastercraft Maristar V and Trailer HIN: MBCA4MF7D000**

c. **1999 Lakeview Houseboat HIN: LGV07400G899**

d. **Sea Doo Hull ID #CECH0281F900**

e. **2011 Ultra Classic Harley Vin** [redacted]

f. **1992 Jeep Vin** [redacted]

11. **RETIREMENT AND INVESTMENT ACCOUNTS.** The Husband shall receive all right, title, and interest in the following funds, or accounts and assets therein, free and clear of any claim by the Wife:

1. **Fidelity IRA #**[redacted]
2. **Fidelity Roth IRA #**[redacted]

The Wife shall receive all right, title, and interest in the following accounts, free and clear of any claim from the Husband:

1. **Fidelity IRA #**[redacted]
2. **Fidelity IRA #**[redacted]

12. **CHECKING/ SAVINGS ACCOUNTS.**

The Husband shall receive all right, title, and interest in the following accounts, free and clear of any claim from the Wife:

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a) **Wilson Bank and Trust Money Market Account #[redacted]**

b) **Wilson Bank and Trust Checking Account #[redacted]**

The Wife shall receive all right, title, and interest in the following bank accounts, free and clear of any claim from the Husband:

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a) **Wilson Bank and Trust Checking Account #[redacted]**

Both parties shall cooperate with each other and sign any and all documents necessary to divide said accounts or otherwise transfer said accounts into their individual name. If a party's name cannot be removed for an account, it shall be closed.

13. **CREDIT CARD INDEBTEDNESS**.

Each party shall be responsible for any and all credit card indebtedness titled in their sole name and agrees to indemnify and hold the other party harmless from any liability from the date of the signing of this agreement.

14. **ALIMONY**. Neither party shall have any obligation to pay any type of pendente lite or future alimony or spousal support to the other party. Any right either party may have to receive alimony or spousal support from the other party shall be, and is hereby, deemed waived and satisfied in full now or in the future.

15. **LIFE INSURANCE**. Each party shall be, and is hereby, awarded any and all life insurance policies in their sole name, free and clear of any claims from the other party.

16. **ATTORNEY'S FEES, EXPERT WITNESS FEES, AND COURT COSTS**. Until the entry of the Final Decree of Divorce, all attorneys fees, expert fees, and 2022 Taxes shall be paid from the funds from the sale of the Dahlia property remaining in Rogers, Shea & Spanos Trust account. Upon the entry of the Final Decree of Divorce, each party shall be responsible for the payment of his or her additional respective attorneys' fees and expert fees. Any remaining,

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unpaid court costs shall be equally divided between Husband and Wife for which execution shall lie if necessary.

17. **HOSPITALIZATION/HEALTH INSURANCE.** The parties warrant, acknowledge, and agree that they have complied with the terms of Tennessee Code Annotated Section 56-7-236. Beginning on the date of the entry of the Final decree of Divorce, each party shall be, and is hereby, responsible for the payment of his or her own hospitalization/health insurance premiums and all costs not covered by his or her hospitalization/health insurance and agrees to indemnify and hold the other harmless therefor.

18. **FEDERAL AND STATE INCOME TAXES.** The parties shall file separate federal income tax filing for the 2023 tax year. In the event that the parties owe money on their prior Federal Income Taxes, the party whose income is associated with the accumulation of said tax burden shall be responsible for the payment of the same and agrees to hold the other spouse harmless for same.

19. **MDA INTRODUCED IN PROCEEDINGS.** It is understood and agreed between the parties that this Marital Dissolution Agreement shall be introduced in the proceedings now pending in the Third Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

20. **DEBTS.** Except as otherwise provided by this Marital Dissolution Agreement, each party will be solely and separately responsible for paying any and all debts, including but not limited to credit card indebtedness, currently titled in their separate names and/or heretofore contracted or incurred by him or her. Should either party be compelled to pay any debt contracted or incurred by the other party, the party for whose benefit such payment is made agrees to indemnify and hold the other party harmless from any and all liability on such indebtedness and

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to reimburse the other party to the full extent of the amount paid by the other party, including any interest and legal expenses paid by the other party either in defending the claim of the creditor or otherwise.

21. CHILDREN'S ACCOUNTS.

The parties acknowledge the existence of the accounts set forth below which have been established by them and maintained for the benefit of the children's education and needs:

1. **Colton Oakley ESA - American Funds** [redacted]
2. **Colton N. Oakley UTMA - RBC** [redacted]
3. **Colton Oakley 529 - Fidelity** [redacted]
4. **Hudson L. Oakley ESA - American Funds** [redacted]
5. **Hudson L. Oakley UTMA - RBC** [redacted])
6. **Hudson L. Oakley 529 - Fidelity** [redacted]
7. **Breckman Oakley UTMA - RBC** [redacted]
8. **Breckman F. Oakley 529 - American Funds** [redacted]
9. **Breckman F. Oakley 529 - Fidelity (unk)**
10. **Wilson Bank & Trust Savings ([redacted]) - Colton's Savings**
11. **Savings for Hudson Oakley (acct unk)**

The parties agree that the funds contained in these accounts shall be expended only for the children's education and similar needs. The parties shall agree in writing (text message or e-mail is sufficient) before any of the funds contained in the above accounts are expended and neither party shall unreasonably withhold his or her consent. As allowed by law, the funds contained in the 529 accounts may be rolled over for or more of the children's post-high school education.

To the extent that either party is the custodian for one or more of the above accounts, he or she shall provide an accounting of that account to the other party annually on November 1. The funds contained in these accounts shall be disbursed directly to the children by the parties only as required by law.

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

23. **FULL AND FINAL SETTLEMENT.** It is understood and agreed between the parties that this Marital Dissolution Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein, each party hereby waives and relinquishes to the other, all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution or right to act as Administrator or Executor of the other's estate except as provided by the terms of this Marital Dissolution Agreement. This Marital Dissolution Agreement applies to all property now owned by Wife or Husband individually or jointly, or any property that either of them may acquire in the future.

24. **BINDING ON PARTIES.** This Marital Dissolution Agreement shall be binding between the parties and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns, irrespective of whether the parties be awarded an absolute divorce from one another.

25. **NO FRAUD, COERCION, LEGAL ADVICE.** It is understood and agreed between the parties that this Marital Dissolution Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Marital Dissolution Agreement and their legal effect are fully known to each of the parties,

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and each party acknowledges that the Marital Dissolution Agreement is fair and equitable and that it is being entered into voluntarily.

26. **ENFORCEMENT AND DEFENSE OF AGREEMENT.** In the event it becomes necessary for either party to institute or defend legal proceedings to procure the enforcement of any provision of this Marital Dissolution Agreement, the prevailing party shall be entitled to a judgment for reasonable expenses, including attorney fees, incurred in prosecuting the action. This provision applies to contempt and appellate proceedings.

27. **INDEBTEDNESS INCURRED UPON CREDIT AND FUTURE DEBTS.** It is understood and agreed between the parties that, from and after the date of execution of this Marital Dissolution Agreement, neither will contract any indebtedness upon the credit of the other, and 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 legal expenses incurred, if any.

28. **NO DISCHARGEABLE SUPPORT AND DEBT OBLIGATIONS.** Whenever one party is required by the terms of this Marital Dissolution Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefore, such obligation would be deemed to be a support obligation under 11 B.SC. § 523(5) and 11 U.S.C. § 523(a)(15) which is not dischargeable in bankruptcy as to the other party.

29. **REVOCATION OF BENEFICIARY DESIGNATION AND POWER OF ATTORNEY.** The parties agree that, except as otherwise provided by the terms of this Marital Dissolution Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities,

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retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Marital Dissolution Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Marital Dissolution Agreement unless otherwise provided by the terms of this Marital Dissolution Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

30. **REVOCATION OF IMPLIED OR EXPRESSED PERMISSION OF THE PARTIES.** Effective as of the date of signature to this Agreement, both parties hereby revoke any and all expressed or implicit permission previously given to the other or anyone acting on their behalf, during the marriage for access to any of the other's sole personal financial, social media or email accounts, including but not limited to: checking, savings, retirement, Facebook, Shutterfly, Snapchat, LinkedIn, Amazon Prime, Pinterest, etc. as well as use of or access to their personal computer and cellular phone or other personal electronic devices or the tracking of their personal computer and cellular phone. Any access by either party or anyone acting on their behalf to these accounts or personal devices shall be construed as an Invasion of Privacy in violation of the Tennessee Wiretapping and Electronic Surveillance Act of 1994, the Stored Communications Act, Tennessee Code Annotated §§ 36-13-601, 36-13-602, 36-13-604, the Federal Communications Act and they shall be prosecuted accordingly for each violation.

31. **FULL DISCLOSURE AND DISPOSITION OF ASSETS.** 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 Marital Dissolution 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

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claim is specifically reserved to each party and is not discharged by the remaining terms of this Marital Dissolution Agreement.

32. **FAMILY PHOTOGRAPHS.**

Husband and Wife agree that they shall make available to the other spouse for review any and all family photographs in their possession. If the other spouse requests copies to be made of said family photographs, the same shall be provided and the spouse receiving the copies of the photographs shall be responsible for the invoice associated with same. Husband and Wife agree that they shall make available for review and shall forward electronic copies to the other spouse of any and all family photographs stored in their respective "cloud" account(s) and/or on their respective social media accounts for which copies of same have been requested by the other spouse.

33. **ENTIRE AGREEMENT.** This Marital Dissolution Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

34. **SEVERABILITY.** In the event any provision of this Marital Dissolution Agreement shall be held invalid by a Court of competent jurisdiction, such individual provision shall not affect the other provisions of this Marital Dissolution Agreement, said provisions being severable.

35. **AMENDMENTS.** This Marital Dissolution Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and with respect to child custody, child support and spousal support issues, only with approval of the Court, and this requirement cannot be waived by oral agreement.

Wife's Initials

Husband's Initials

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36. **TORT CLAIMS.** The parties further agree that by executing this Marital Dissolution Agreement they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from any possible tort claims which they may have against each other prior to the execution of this Agreement.

37. **TENNESSEE LAW.** This Agreement shall be construed under the laws of the State of Tennessee.

38. **TENN. CODE ANN. § 36-1-134 NOTICE.** The parties agree that they have each read and understand the terms of Tennessee Code Annotated §36-4-134, Notice that the decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property, and that this Section applies to this divorce as follows:

> **(a)** Every final decree of divorce granted on any fault ground of divorce and every marital dissolution agreement shall contain a notice that the 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. The notice shall also state that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.
>
> **(b)** Failure to include the notice required by subsection (a) shall not affect the validity of the decree of divorce, legal separation or annulment.

THIS AGREEMENT is executed in one (1) original, which will be tendered to the Court as part of the Final Decree of Divorce between the parties.

SIGNATURE PAGE TO FOLLOW

LKO
Wife's Initials

BMC
Husband's Initials

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BARRY OAKLEY

STATE OF TENNESSEE)
)
COUNTY OF Williamson)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named, **BARRY OAKLEY** with whom I am personally acquainted and who executed the foregoing documents for the above-described purposes on this the 12th day of October, 2023.

Notary Public

My Commission Expires: 7.18.2027

JANE A. SWARTZ STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

KELLY OAKLEY

STATE OF TENNESSEE)
)
COUNTY OF Williamson)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **KELLY OAKLEY**, with whom I am personally acquainted and who executed the foregoing documents for the above-described purposes on this the 12th day of October, 2023.

Notary Public

My Commission Expires: 7.18.2027

JANE A. SWARTZ STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

KO
Wife's Initials

BA
Husband's Initials

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Effective as of 7/22/2008

State of Tennessee - Department of Human Services
Child Support Worksheet

10/12/2023 - 5:35 PM

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:	Kelly Oakley	X		
Name of Father:	Barry Oakley		X	
Name of non-parent Caretaker:				

TCSES case #:
Docket #:
Court name:

Name(s) of Child(ren)	Date of Birth	Days with Mother	Days with Father	Days with Caretaker
B.F.O.	10/25/2005	285	80	

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	$ 4,333.33	$ 21,850.42	
	1a	Federal benefit for child	+	+	
	1b	Self-employment tax paid	-	-	
	1c	Subtotal	4,333.33	21,850.42	
	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)	$ 4,333.33	$ 21,850.42	
2a		Combined Adjusted Gross Income	$26,183.75		
3		Percentage Share of Income (PI)	17%	83%	

Part III. Parents' Share of BCSO

4		BCSO allotted to primary parent's household	$ 2099.00	$ 0.00	$ 0.00
4a		Share of BCSO owed to primary parent	$ 0.00	$ 1742.17	
5		Each parent's average parenting time	N/A	N/A	
6		Parenting time adjustment	$ N/A	$ N/A	
7		Adjusted BCSO	$ 0.00	$ 1,742.17	

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BM

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Child Support Worksheet

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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	$	$ 200.00	$
8b	Recurring uninsured medical expenses	$	$	$
8c	Work-related childcare	$	$	$
9	Total additional expenses	$ 0.00	$ 200.00	$ 0.00
10	Share of additional expenses owed	$ 34.00	$ 0.00	
11	Adjusted Support Obligation (ASO)	$ 34.00	$ 1,742.17	

Part V. Presumptive Child Support Order

		OBLIGATION	
12	Presumptive Child Support Order (PCSO)	$ 0.00	$ 1,708.00

* 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 obligor parent	$	$
13b	Amount required for significant variance to exist	$ 0.00	$ 0.00
13c	Actual variance between current and presumptive child support orders	$ 0.00	$ 0.00

Part VI. Deviations and FCSO

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

14	Deviations (Specify):	$	$
15	Final Child Support Order (FCSO)	$ 0.00	$ 1,708.00
16	FCSO adjusted for Federal benefit, Line 1a, Obligor's column.	$ 0.00	$ 1,708.00

Comments, Calculations, or Rebuttals to Schedule

Preparer's Use Only

Name: Adler J Rogers
Title: attorney for Husband
Date: 10/12/2023

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5. The parties' minor child has reached the age of majority but has not yet graduated from high school and thus, the child support is included in the *Marital Dissolution Agreement* and *Child Support Worksheet* since a parenting plan is not required.

It is therefore, **ORDERED, ADJUDGED AND DECREED** that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein, are hereby approved by the Court and made a judgment hereof in all respects, and it is further,

ORDERED, ADJUDGED AND DECREED that Plaintiff/Husband, Barry N. Oakley, is hereby awarded an absolute divorce from the Defendant/Wife, Kelly Lynn Gorman Oakley, on the grounds of irreconcilable differences, and both parties are hereby restored to all the rights and privileges of an unmarried person; and it is further,

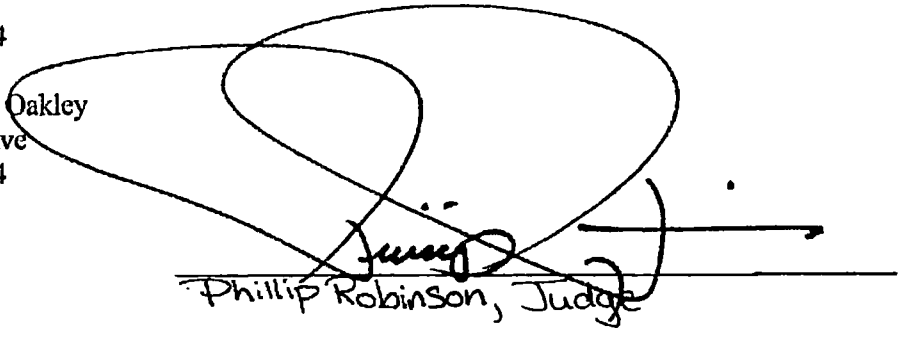
ORDERED, ADJUDGED AND DECREED that the Husband and Wife shall equally divide payment of any remaining unpaid court costs of this cause, for which execution may issue if necessary; and it is further,

ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions of this Final Decree of Divorce; and it is further

ORDERED, ADJUDGED AND DECREED that the addresses of the parties are:

Barry N. Oakley
2326 Selma Avenue
Nashville, TN 37214

Kelly Lynn Gorman Oakley
224 Craigmeade Drive
Nashville, TN 37214



COPY

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APPROVED FOR ENTRY:

ROGERS, SHEA & SPANOS

HELEN S. ROGERS, NO. 7025
ETHAN R. PAGE, NO. 34380
Attorneys for Plaintiff/Husband
The Wind in the Willows Mansion
2205 State Street
Nashville, Tennessee 37203
(615) 320-0600 (Telephone)
(615) 321-4431 (Fax)
helen@midtnlawyers.com
e.page@midtnlawyers.com

BEAL, NATIONS & CRUTCHER

SHANNON L. CRUTCHER, No. 27967
Attorney for Defendant/Wife
1600 Westgate Circle, Suite 275
Brentwood, Tennessee 37027
(615) 861-2304 (Telephone)
shannon@crutcherlaw.net

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 12th day of October, 2023, a true and exact copy of the ***Final Decree*** has been forwarded to the persons listed below:

Shannon Crutcher, Esq.
Attorney for Wife
Beal, Nations & Crutcher
1600 Westgate Circle, Suite 275
Brentwood, TN 37027
shannon@crutcherlaw.net

By the method identified as follows:

___ U.S. Mail, Postage Prepaid
_✓_ Hand Delivered
___ E-Mail

HELEN S. ROGERS