STATE OF TENNESSEE

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DAMARIS MORENIKE OLAGUNDOYE
[Plaintiff(s)]

vs. **Docket No:** ***22D607***

EDWARD OKECHUKWU OSUIGWE
[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 March 12, 2025 in the Fourth 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 April 10, 2025.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk

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

DAMARIS M. OLAGUNDOYE, Plaintiff/Wife,	
v.	**Docket No. 22D607**
EDWARD O. OSUIGWE, Defendant/Husband.	

FINAL DECREE OF DIVORCE

This cause came to be heard on March 12, 2025, before the Honorable Stephanie J. Williams, Judge for the Fourth Circuit Court of Davidson County, Tennessee, upon the Plaintiff's *Complaint for Divorce* filed on April 22, 2022.

Based upon the *Marital Dissolution Agreement* and *Agreed Permanent Parenting Plan* submitted to the Court for approval, the *Affidavit to Waive Appearance at Final Irreconcilable Differences Divorce Hearing* executed by Plaintiff, and the *Order to Set Irreconcilable Differences Divorce with Appearance Waiver*, and the entire record as a whole, the Court finds as follows:

1. There exists between the parties such irreconcilable differences as render a further continuation of the marriage impractical and impossible.
2. The *Marital Dissolution Agreement* submitted to the Court for approval is fair and equitable and should be approved and made the Order of this Court.
3. The *Agreed Permanent Parenting Plan* submitted to the Court for approval is fair and equitable and should be approved and made the Order of this Court.

It is further **ORDERED, ADJUDGED AND DECREED** that Plaintiff, Damaris M. Olagundoye, is hereby awarded an absolute divorce on the ground of irreconcilable differences and both parties are hereby restored to all the rights and privileges of unmarried persons.

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It is further **ORDERED, ADJUDGED AND DECREED** that the *Marital Dissolution Agreement* executed by the parties and submitted to this Court does make equitable and sufficient provision for the division of the marital properties, and the Court approves the *Agreement* and hereby adopts it in the entirety as a separate Order of this Court, and more particularly set out as follows, to wit:

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It is further **ORDERED, ADJUDGED AND DECREED** that the *Agreed Permanent Parenting Plan* executed by the parties and submitted to this Court does make adequate and sufficient provisions for the care and custody of the parties' minor children and is in the best interest of the minor child. Said *Agreed Permanent Parenting Plan* is hereby adopted in the entirety as a separate *Order* of this Court, and more particularly set out as follows, to wit:

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It is further **ORDERED** that each of the parties shall be responsible for paying his or her own attorney's fees, and Wife shall pay the court costs in this cause, for which execution may issue, if necessary, as set forth in the parties' *Marital Dissolution Agreement.*

It is furth **ORDERED** that Wife's *Motion for Exclusive Use and Possession of the Marital Residence and for Temporary Parenting Schedule* filed with the Court on December 27, 2024 and any corresponding *Exhibits* or *Affidavits* associated with the same and Wife's *Motion for Approval to Purchase Real Property* filed with the Court on February 7, 2025, and any corresponding *Exhibits* or *Affidavits* associated with the same is stricken from the record.

It is further **ORDERED** that attorneys Roland T. Hairston, II, Esq., Janae P. Davis, Esq., and Donielle M. Beaty, Esq., and the Law Office of Roland T. Hairston & Associates are hereby released as attorneys of record and surety for Plaintiff.

It is further **ORDERED** that attorney Gabrielle Mees Logston, Esq. is hereby released as attorney of record and surety for Defendant.

NOTICE: Pursuant to T.C.A. §36-4-134 this *Final 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 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.

SO ORDERED this 12th day of March 2025.

Stephanie J. Williams, Judge

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Approved for entry:
HAIRSTON & ASSOCIATES

/S/ Donielle M. Beaty
Roland T. Hairston, II, Sup. Ct. No. 031473
Janae P. Davis, Sup. Ct. No. 038119
Donielle M. Beaty, Sup. Ct. No. 038420
615 Main St., Suite 106
Nashville, Tennessee 37206
Phone: (615) 428-7345
Email: Attorney@RolandHairston.com
Janae@RolandHairston.com
Donielle@RolandHairston.com

CERTIFICATE OF SERVICE

I, the undersigned attorney, do hereby certify that a true and exact copy of the foregoing document has been served upon the person(s) located at the address indicated below via local e-filing Rule 8 on February 25, 2025 to:

Gabrielle Mees Logston, Esq.
150 Third Avenue South, Suite 1700
Nashville, TN 37201

/s/ Donielle M. Beaty
Donielle M. Beaty

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IN THE FOURTH COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

DAMARIS MORENIKE OLAGUNDOYE,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	**Docket No.: 22D607**
	)	
EDWARD OKECHUKWU OSUIGWE,	)	
	)	
Defendant/Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Damaris Morenike Olagundoye, hereinafter referred to as "Wife", and Edward Okechukwu Osuigwe, hereinafter referred to as "Husband", subject to the following premises, terms and conditions:

W I T N E S S E T H

WHEREAS, the parties have experienced marital difficulties in the past with the result that Wife instituted divorce proceedings against Husband on April 22, 2022, same being Civil Action Number 22D607, in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, upon entry of the Final Decree of Divorce, the Counter-Complaint for Divorce filed by Husband on February 6, 2024, shall be dismissed; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations, parenting arrangement and obligations 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 all of their property and other matters of concern; and

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WHEREAS, the parties understand and agree that the 90 days have elapsed from the time Wife's Complaint was filed, that Wife's Complaint may now be brought before the Court for final disposition, and that Wife shall proceed to obtain an absolute divorce from Husband based upon the grounds of irreconcilable differences. Further, the parties understand and agree that at the final hearing of this cause, this Agreement shall be submitted to the Court for ratification and incorporation into the Final Decree of Divorce.

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

1. **Award of Divorce**. This Marital Dissolution Agreement will be presented to the Court and, upon approval by the Court, will be incorporated into a Final Decree of Divorce awarding Wife a divorce based on the allegation of irreconcilable differences set forth in the Complaint filed on April 22, 2022, on behalf of Wife.

2 **Venue and Service of Process**. Each of the parties hereby acknowledges that a divorce action is pending under the above-style and docket number in the Fourth 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. Further, the parties acknowledge that Wife is represented by Roland T. Hairston, II, Esq., Janae P. Davis, Esq., and Donielle M. Beaty, Esq. of the law firm Hairston and Associates and Husband is represented by Marlene Eskind Moses, Esq. and Gabrielle Mees Logston, Esq of the law firm Gullett Sanford Robinson & Martin, PLLC.

3. **Parenting Arrangements/Child Support**. The parties have entered into a signed and notarized *Permanent Parenting Plan* resolving all issues pertaining to the custody, support

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and maintenance of the minor children. Said *Permanent Parenting Plan* is attached hereto and incorporated herein by reference.

4. **Real Property**.

A **2504 Kanlow Drive, Antioch, Davidson County, Tennessee**. The parties are joint owners of the marital residence located at 2504 Kanlow Drive, Antioch, Davidson County, Tennessee. All right, title and interest to this property is divested out of Wife and is vested solely in Husband, free and clear of any interest of Wife. Wife shall vacate the marital residence within forty-five (45) days from the entry of the *Final Decree of Divorce*. At the time Wife vacates the marital residence Wife shall return to Husband any and all keys, fobs, or remotes associated with the marital residence and Husband shall be awarded exclusive possession of the marital residence at that time. Within ten (10) days of execution of this Agreement, Wife shall execute a Quitclaim Deed conveying to Husband all of her right, title and interest in the property located at 2504 Kanlow Drive, Antioch, Davidson County, Tennessee, with Husband's counsel to hold the Quitclaim Deed in escrow pending the sale or refinancing of the property, so as to remove Wife from all liability from debts secured by the property. Husband's counsel shall deliver the Quitclaim Deed only to the closing attorney for a sale or refinancing and shall not record the Quitclaim Deed with the Register of Deeds Office for any other purpose, or release the deed to anyone, including Husband Husband shall refinance the debt, or pay the debt in full, on the marital residence on or before May 1, 2025, so as to remove Wife from all liability on the debt, and shall indemnify and hold Wife harmless on the debt pending refinancing.

In the event Husband is not able, or fails, to refinance the debt, or pay the debt, in full on or before May 1, 2025, the marital residence will immediately be placed on the market for sale and

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Husband shall be awarded any and all net proceeds realized from the sale of the marital residence after all costs, commissions, and debts associated with the residence are paid.

For purposes of the parties' 2024 individual income tax returns, Husband will claim 100% of the mortgage interest and property tax deduction for the months of January through December. In the event the refinance or sale of the property is not closed before December 31, 2024, for the purposes of the parties' 2025 individual income tax returns, Husband will claim 100% of the mortgage interest and property tax deduction and Wife will claim 0% of the mortgage interest and property tax deduction from January 1, 2025, for as long as he is the owner of the property. Both parties agree to provide to the other party any and all documentation necessary to claim said mortgage interest and property tax deduction, and to sign any and all documentation necessary to claim said mortgage interest and property tax deduction.

The property description is as follows

> Land in Davidson County, Tennessee, being Lot No. 212 on the Final Plat of Cane Ridge Farms, Phase Four, as of record in Instrument No., 20030721-0107773, Register's Office for Davidson County, Tennessee, to which reference is made for a more complete description.
>
> Being the same property conveyed to Damaris M Olagundoye and Eneida Y. Olagundoye of record in Instrument No., 20041111-0136030, said Register's Office.
>
> Being the same property conveyed to Damaris M. Olagundoye and husband Edward O. Osuigwe of record in Instrument No., 20090629-0060089, said Register's Office.

B. **1244 Blairfield Drive, Antioch, Davidson County, Tennessee**. The parties acknowledge and represent that on January 22, 2025, Wife unilaterally entered into a Purchase and Sales Agreement for the real property located at 1244 Blairfield Drive, Antioch, Davidson County, Tennessee which it scheduled to close on February 19, 2025. Wife shall be, and hereby is, awarded all right, title, and interest in and to the propertly located at 1244 Blairfield

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Drive, Antioch, Davidson County, Tennessee. Wife shall be solely and separately responsible for any and all obligations under the January 22, 2025, Purchase and Sales Agreement and any Amendments made thereto and Wife agrees to indemnify and hold Husband harmless thereon. Husband shall not be obligated to execute any financing or closing documentation related to the closing on the purchase of the real property and Husband shall not be named on the loan or any other liability associated with the real property. In the event it is necessary, within ten (10) days from the entry of the Final Decree of Divorce, Husband shall execute a Quitclaim Deed convenying to Wife any interest Husband may have in and to the real property located at 1244 Blairfield Drive, Antioch, Davidson County, Tennessee.

5. **Furniture and Furnishings**. All right, title and interest of Wife in and to the household furniture and furnishings and personal property situated at 2504 Kanlow Drive, Antioch, Davidson County, Tennessee are hereby divested from Wife and vested absolutely in Husband, free and clear of any interest Wife may have therein, with the exception of the items listed on **Exhibit A**, which is a list of items awarded to Wife and which shall be removed no later than thirty (30) days from the date Wife vacates the marital residence.

In addition, each party shall receive any items of personal property owned by him or her before the marriage, gifted to or inherited by him or her during the marriage, or items particular to that party such as clothing, jewelry, and memorabilia. As to family photographs, if the parties cannot agree on a division, then they will have duplicate copies made of photographs, videos, or similar items in dispute.

6. **Vehicles**.

A. **2017 Mercedes Benz GLC 300**. All right, title and interest in and to the 2017 Mercedes Benz GLC 300 is divested from Husband and vested in Wife, who will have sole

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title and possession of the 2017 Mercedes Benz GLC 300, bearing VIN number , which is titled in Wife's sole name and is unencumbered Wife is responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Wife further agrees to indemnify and hold Husband harmless from any default or liability thereon.

B. **2018 Mercedes Benz GLA**. All right, title and interest in and to the 2018 Mercedes Benz GLA is divested from Husband and vested in Wife, who will have sole title and possession of the 2018 Mercedes Benz GLA, bearing VIN number , which is titled and encumbered in Wife's sole name. Wife is responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Wife further agrees to indemnify and hold Husband harmless from any default or liability thereon.

C. **2022 Lexus GX460**. All right, title and interest in and to the 2022 Lexus GX460 is divested from Wife and vested in Husband, who will have sole title and possession of the 2022 Lexus GX460, bearing VIN number [redacted] which is titled in Husband's sole name and encumbered in Husband's sole name. Husband is responsible for all indebtedness, if any, associated with this vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

D. **1999 Lexus ES300**. All right, title and interest in and to the 1999 Lexus E5300 is divested from Wife and vested in Husband, who will have sole title and possession of the 1999 Lexus E5300, bearing VIN number [redacted] which is titled in Husband's sole name and unencumbered. Husband is responsible for all indebtedness, if any, associated with this

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vehicle, as well as all other costs and expenses associated with the vehicle and Husband further agrees to indemnify and hold Wife harmless from any default or liability thereon.

7. **Bank and Investment Accounts**. There are no joint marital bank and/or investment accounts. All funds and assets held in banks and institutional accounts styled in the name of either party, individually or as Trustee, are awarded the sole and separate property of the party in whose name each such account is styled, free and clear of any claim by the other party, except as herein provided.

Wife is awarded the following accounts, free and clear of any interest Husband may have therein:

A. Truist Bank Checking Account ending in #[redacted];

B. Truist Bank Savings Account ending in #[redacted];

C. Northwestern Mutual Brokerage Account ending in [redacted]; and

D. Robinhood Securities Account ending in [redacted].

Husband is awarded the following accounts, free and clear of any interest Wife may have therein:

A. First Horizon Checking Account ending in #[redacted];

B. First Horizon Savings Account ending in #[redacted];

C. First Horizon Savings Account ending in #[redacted];

D. Robinhood Securities Account ending in [redacted]; and

E. Robinhood Crypto Account ending in [redacted].

8. **Business Interests**.

A. **MBX2000 Muscle Builder (a/k/a Legend Labz)**. Husband is awarded the ownership interest in MB 2X Muscle Builder as his sole, separate property, free from any and all

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claims by Wife. Husband shall be responsible for any and all financial responsibility whatsoever related to his ownership interest in MB 2X Muscle Builder, and Husband shall indemnify and hold Wife harmless for the same.

9. **Intellectual Property.** Both parties acknowledge and agree that Husband is an author and he has created and/or published literary works during the marriage, including but not limited to, *Till Death Do us Part 45 Secrets to a Lasting Marriage from Those Living It*. Husband shall be, and is hereby, awarded all right, title, and interest to any and all royalties, payments, patents, copyrights or other ownership interests and intellectual property rights associated with any and all literary works and other intellectual property created by Husband prior to, during, and/or after the marriage, free and clear of any claim by Wife.

10. **Stocks and Bonds**. All stocks and bonds held in the name of either party, individually or as Trustee, are awarded the sole and separate property of the party in whose name each such stock or bond is styled, free and clear of any claim by the other party, except as herein provided.

11. **Minor Children's Accounts.**

A. **First Horizon Checking Account ending in #[redacted], Titled in Husband's name with Minor Son Em.O.** The value of this account, including all cash, stock, mutual funds, municipal bonds and other investments, is for the benefit of the parties' minor son Em. O. Husband shall remain the custodian on said account and the funds in said account shall be used for the benefit of the minor child, Em. O.

B. **Northwestern Mutual 529 College Savings Account ending in [redacted] Titled in Husband's name FBO Minor Son Em. O.** The value of this account, including all cash, stock, mutual funds, municipal bonds and other investments, is for the benefit of the parties' minor son Em. O. Husband shall remain the custodian on said account and the funds in said account shall be used for the benefit of the minor child, Em. O. On or before January 15th of each year Husband shall provide Wife with a copy of the end-of-year statement for the preceding year of this account.

C. **Northwestern Mutual 529 College Savings Account ending in #[redacted], Titled in Husband's name FBO Minor Son El. O.** The value of this account,

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including all cash, stock, mutual funds, municipal bonds and other investments, is for the benefit of the parties' minor son El. O Husband shall remain the custodian on said account and the funds in said account shall be used for the benefit of the minor child, El. O. On or before January 15th of each year Husband shall provide Wife with a copy of the end-of-year statement for the preceding year of this account.

D. **Truist Savings Account ending in #[redacted], Titled El. O. by Wife.** The value of this account, including all cash, stock, mutual funds, municipal bonds and other investments, is for the benefit of the parties' minor son El. O. Wife shall remain the custodian on said account and the funds in said account shall be used for the benefit of the minor child, El. O. On or before January 15th of each year Wife shall provide Husband with a copy of the end-of-year statement for the preceding year of this account.

E. **Truist Savings Account ending in #[redacted], Titled Em. O. by Wife.** The value of this account, including all cash, stock, mutual funds, municipal bonds and other investments, is for the benefit of the parties' minor son Em. O. Wife shall remain the custodian on said account and the funds in said account shall be used for the benefit of the minor child, Em. O. On or before January 15th of each year Wife shall provide Husband with a copy of the end-of-year statement for the preceding year of this account.

12. **Pension and Retirement Accounts.**

A. **Empower 401k, Account ending in [redacted] Titled in Wife's name.** The assets in this account are awarded to Wife, free and clear of any interest Husband may have therein

B. **ADP, Issac Spine Joint Pain Institute Retirement Savings Plan, Account ending in [redacted], Titled in Husband's name.** The assets in this account are awarded to Husband, free and clear of any interest Wife may have therein.

C. **Northwestern Mutual, Roth IRA, Account ending in [redacted], Titled in Husband's name.** The assets in this account are awarded to Husband, free and clear of any interest Wife may have therein.

11 **Wife's Obligation to Strike Motions.** Wife shall, immediately upon execution of this Agreement strike from the record Wife's Motion for Exclusive Use and Possession of the Marital Residence and for Temporary Parenting Schedule filed with the Court on December 27, 2024 and any corresponding Exhibits or Affidavits associated with the same and

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Wife's Motion for Approval to Purchase Real Property filed with the Court on February 7, 2025, and any corresponding Exhibits or Affidavits associated with the same.

12. **Alimony**. Neither party shall pay to the other alimony.

13. **Debts**. Each party is solely responsible for his or her own individual indebtedness as set forth in this Agreement, as well as any individual indebtedness that each has incurred in his or her own name.

Additionally, neither of them will contract any indebtedness on the credit of, or secured by the property of, the other from and after the date of the execution of this Agreement.

Except as otherwise provided herein, each party is solely and separately responsible for paying all debts heretofore contracted for or incurred by him or her and further agrees to hold the other party harmless from any liability for such debts.

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 law, contract or pursuant to the terms of the parties' agreement announced to the Court at the hearing of this cause, and set forth herein, the party against whom the claim is made will 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 against the creditor's claim, including reasonable attorney's fees.

Pursuant to T.C.A. §36-4-134, both parties understand that this Agreement 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 Agreement 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.

Wife is responsible for the following debt:

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A. Truist Bank Credit Card ending in #[redacted];
B. American Express Delta Credit Card ending in #[redacted];
C. Nordstrom Credit Card ending in #[redacted];
D. American Express Blue Credit Card ending in#[redacted];
E. Chase Southwest Credit Card ending in #[redacted];
F. American Express Macy's Credit Card ending in #[redacted];
G. Bank of America Auto Loan ending in [redacted]; and
H. American Education Services Student Loan ending in [redacted].
I.

Husband is responsible for the following debt:

A. Amazon Prime Visa Credit Card ending in #[redacted]; and
B Comenity Sony Credit Card ending in #[redacted].

14. **Health Insurance**. A *Health Insurance Notice* is being filed with the Court simultaneously with this Agreement. The parties further acknowledge that they each are currently covered separately and neither party is seeking COBRA coverage.

Therefore, each party will be responsible for the payment of his or her own individual health insurance premiums and other uncovered medical expenses and agrees to indemnify and hold the other harmless of same.

15. **Life Insurance**. See the attached *Permanent Parenting Plan Order* for life insurance information regarding the children. If, for any reason, Husband does not receive the life insurance to which Husband is entitled by the terms of the Permanent Parenting Plan Order, Wife's obligation to pay child support to Husband will survive Wife's death and will constitute a claim against Wife's estate.

Wife will retain all right, title and interest in and to the following life insurance policies, as well as all cash surrender value of the policies, if any, free and clear of any interest Husband may have to the policies:

A. Northwestern Mutual Whole Life Policy Plus 65, Account ending in [redacted], Titled in Wife's name;
B. Northwestern Mutual 65 Life Policy, Account ending in [redacted], Titled in Wife's name;

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C. Northwestern Mutual Whole Life Policy Plus 65, Account ending in [redacted], Titled in Wife's name;
D. Northwestern Mutual Whole Life Policy Plus 65, Account ending in [redacted], Titled in Wife's name;
E. Northwestern Mutual Whole Life Plus 100, Account ending in [redacted], Titled in name of minor son, El. O.;
F. Northwestern Mutual 65 Life Policy, Account ending in [redacted], Titled in name of minor son, El. O.;
G. Northwestern Mutual Whole Life Plus 100, Account ending in [redacted], Titled on name of minor son, Em. O.;
H Northwestern Mutual 65 Life Policy, Account ending in [redacted], Titled in name of minor son, Em. O.; and,
I. TransAmerica Whole Life policy, Account ending in [redacted] Titled in Wife's name.

Husband will retain all right, title and interest in and to the following life insurance policies, as well as all cash surrender value of the policies, if any, free and clear of any interest Wife may have to the policies.

A. Northwestern Mutual Adjustable CompLife Policy, Account ending in [redacted], Titled in Husband's name;
B. Northwestern Mutual 65 Life Policy, Account ending in [redacted], Titled in Husband's name; and
C. TransAmerica Whole Life Policy, Account ending in [redacted], Titled in Husband's name.

16. **Income Taxes**. The parties have filed certain joint tax returns during the marriage. If in connection with any joint Federal Income Tax Returns previously filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due shall be borne by either or both of the parties, depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties, (and if so, to that extent), or out of a joint income deduction. In such case, the party responsible for the deficiency, or additional taxes owed, together with interest and penalties assessed shall indemnify and hold harmless from any liability, assessment, deficiency, and other costs, including, but not limited to, attorney fees and accountant fees, arising by reason of the spouse's failure to pay taxes or accurately report same. In addition,

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each party agrees that he or she will hold the other harmless from any and all financial responsibility to the federal or state taxing authorities for later imposed tax payments, deficiencies, penalties or interest and/or costs related to amendments to the parties' joint tax returns, which may arise from any understatement of income, overstatement of deductions and/or tax credits, loss carryovers, tax shelters, or any other reason relating to income received by or assets controlled by the responsible spouse. The parties further agree that any costs or fees necessary to defend any deficiency, penalty or interest claim, or any other taxing authority claims with respect to the parties' joint federal or state tax returns shall be assumed and paid by the responsible party. In the event that the parties are entitled to a tax refund for any tax year in which they previously filed a joint tax return, the parties shall equally divide the amount of the refund and shall equally divide the costs, if any, of obtaining the refund.

17. **Attorney Fees**. Within sixty (60) days from execution of this Agreement, Wife shall pay the sum of ten thousand dollars ($10,000.00) directly to the law firm of Gullett Sanford Robinson & Martin, PLLC to be applied to Husband's outstanding attorney's fees. Said payments shall be made in two (2) installments of five thousand dollars ($5,000.00) each as follows: the first installment of five thousand dollars ($5,000.00) shall be made within thirty (30) days from execution of this Agreement and the second installment of five thousand dollars ($5,000.00) shall be made within thirty days of payment of the first installment or within sixty (60) days from execution of this Agreement, whichever occurs first. Except as otherwise provided for herein, each party will be responsible for their own individual attorney's fees, costs and expenses incurred by each of them in the preparation, prosecution and settlement of this divorce case without reimbursement, recoupment or repayment from the other in any form whatsoever.

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18. **Court Costs**. Wife will pay the Court costs associated with the pending divorce proceedings, for which execution shall issue, if necessary.

19. **Full Disclosure**. The parties acknowledge that, to the best of their knowledge, 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, and the parties warrant and represent that the individual values placed upon the assets by the parties to this cause are a fair and accurate representation of the value of the asset. By signing this Agreement, each party indicates they do not want to proceed with formal discovery designed to discover assets and liabilities. The parties further release the attorneys of record from any obligation to complete the discovery process. Should it develop that there were any undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same or if it is later determined that the value of an asset was intentionally or negligently misrepresented by either party, the party to whom the misrepresentation was made shall have a right to an equitable share of the true fair value of the asset. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement. Further, each party covenants with the other that, from the date of execution of this Agreement, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay future debt of the other, then the party of whose benefit such payments shall be made will indemnify the other to the full extent of any amount paid, inclusive of interest and reasonable legal services.

20. **Indemnification**. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party

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against whom such claim is made will be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending against the creditor's claim, including reasonable attorney's fees.

In the event it becomes reasonably necessary for either party to institute or defend legal proceedings related to the enforcement of any provision of this Agreement, the prevailing party shall also be entitled to a judgment for reasonable expenses, including reasonable attorney's fees, incurred in connection with such proceedings.

21. **Discovery**. 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

22. **Enforcement**. In the event either party is required to enforce or defend an action regarding the enforcement of any of the terms of this Agreement, the prevailing party will be entitled to recover his or her reasonable attorney's fees, paralegal fees, expert fees, discretionary fees and Court costs from the opposing party at trial and on appeal.

23. **Beneficiary Revocation**. Except as otherwise provided by the terms of this Agreement, 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, bank accounts and advanced directives. It is the intent of the parties to this Agreement that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of

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this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

24. No Access to Accounts. The parties hereby REVOKE all prior permissions or implied permissions for the other to access his/her online accounts of whatever type or nature whatsoever. This revocation applies to all accounts such as Twitter, Facebook, Snapchat, Instagram, Shutterfly, etc.; email accounts; financial accounts; store accounts; medical accounts; school, library, club, internet, Xfinity, SiriusXM, cell phone or other accounts of any type or kind whatsoever. Both parties acknowledge that it is his/her intent that the other party have no access whatsoever to his/her accounts from and after signing this Agreement, regardless of whether the parties previously had knowledge of or shared login and password information. Both parties acknowledge that it is his/her individual responsibility to change login and password information; however, failure of a party to do so does not in any way relieve the other party from the requirement to comply with the language of this paragraph. Neither party is to have login/password information nor access the other's accounts of whatever type, nature, venue or format whatsoever, from the date of signing this Agreement forward.

25. **Estate Waiver**. 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 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, 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 Agreement.

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This Agreement applies to all property now owned by either party, individually or jointly, or any property that either of them may acquire in the future.

26. **Tax Consequences**. The parties acknowledge that they have been separately advised by their respective attorneys that there may be certain tax consequences pertaining to this Agreement, that neither attorney has furnished tax advice with respect to this Agreement, that each party has been directed and advised to obtain independent tax advice from qualified tax accountants or tax counsel prior to signing this Agreement and that they have had the opportunity to do so, if applicable, and have availed themselves of that opportunity by obtaining said tax advice.

27. **Real Estate Advice**. The parties acknowledge that they neither received nor relied upon their counsel in this divorce case for expert legal advice in real estate law. Both parties 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.

28. **Advice Regarding Social Security Matters**. The parties acknowledge that they neither received nor relied upon their counsel in this divorce case for expert legal advice in social security law. Both parties acknowledge they have been advised to consult with a social security attorney or the Social Security Administration and knowingly and voluntarily waive that opportunity.

29. **Non-Dischargability**. Whenever one party is required, by the terms of this Agreement, to provide spousal support, to assume responsibility for paying certain debts and/or indemnity and the holding of the other party harmless from any liability therefor, such obligation

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will be deemed to be a domestic support obligation under 11 U.S.C. §523(a)(5), which is not dischargeable in bankruptcy by the party as to the other party. The obligor party hereby affirmatively acknowledges that such support obligation is necessary to ensure all needs of the obligee party and that all support obligations, when viewed as a whole, are neither excessive nor unreasonable. It is specifically understood that the alimony, support and division of the property has been calculated with the assumption of debt considered and it is hereby made subject to same. It is further understood this obligation to Husband will not be dischargeable in any bankruptcy filed by Wife.

30. **Final Settlement**. It is understood and agreed between the parties that this Agreement will be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

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

31. **Voluntary Agreement**. 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 in 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 and with advice of counsel.

32. **Additional Instruments**. It is understood and agreed between the parties that as part of the consideration for the execution of this Agreement each party shall willingly execute

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and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

33. **Fairness of Agreement**. 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 requirement.

34. **Tax Exempt Status**. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange or other disposition but represents a division of property by co-owners.

35. **Release of Tortious Liability**. 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

36. **No Interference**. 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.

37. **Order of Withdrawal** Upon the date of entry of the Final Decree of Divorce, Roland Hairston, Esq., Janae P. Davis, Esq. Donielle Beaty, Esq. and the law firm of Hairston & Associates, attorneys for Wife, shall be allowed to withdraw as attorney of record and released as surety for Wife, and Marlene Eskind Moses, Esq., Gabrielle Mees Logston, Esq. and the law firm of Gullett Sandford Robinson & Martin, PLLC, attorneys for Husband, shall be allowed to withdraw as attorney of record and released as surety for Husband. Following the date of divorce, said attorneys have no further responsibility or obligation with his/her respective client in this cause.

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38. **Validity**. In the event any provision of this Agreement is held invalid by a Court of competent jurisdiction, the invalidity of such individual provision will not affect the other provisions of this Agreement, said provision being severable.

39. **Amendments**. This Agreement may be altered, amended or canceled only by instrument in writing by each of the parties, and with respect to parenting arrangements, child support and spousal support issues, only with approval of the Court, and this requirement cannot be waived by oral agreement.

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

41. **Jurisdiction**. This Agreement will be construed under the laws of the State of Tennessee.

42. **Confidentiality**. Neither party shall slander, libel or defame the other in any public medium including social media (regardless of privacy settings), written publications, and/or audiovisual broadcasts.

BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. If approved by the Court, said Agreement is a full, final and complete settlement of all property and support rights between the parties, and the same

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is entered into without any collusion between the parties, but solely of the free will and accord of each party.

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IN WITNESS WHEREOF, the parties, having read this instrument and familiarized themselves thoroughly with its contents, have signed and executed said instrument on the dates below written.

Damaris Morenike Olagundoye
DAMARIS MORENIKE OLAGUNDOYE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

SWORN to and subscribed before me, this the 18th day of February, 2025.

Samantha Sierra
Notary Public

Samantha Sierra
ID NUMBER
133496992
COMMISSION EXPIRES
December 17, 2025

My Commission Expires: 12/17/2025

Electronically signed and notarized online using the Proof platform

EDWARD OKECHUKWU OSUIGWE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

SWORN to and subscribed before me, this the 21st day of February, 2025.

Isabelle Lee Brn
Notary Public

ISABELLE LEE BRN
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON CO.
My Commission Expires

My Commission Expires: 07/03/2028

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IN THE FOURTH COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

DAMARIS MORENIKE OLAGUNDOYE,	)	
	)	
Plaintiff/Wife,	)	
	)	
vs.	)	**Docket No.: 22D607**
	)	
EDWARD OKECHUKWU OSUIGWE,	)	
	)	
Defendant/Husband.	)	

EXHIBIT A
Furniture and Furnishings Awarded to Wife

1. All furniture and appliances in the master bedroom (except the TV);
2. All furniture and appliances in minor son, Em. O.'s, bedroom (except the desk and chair);
3. All of Wife's clothing and personal effects;
4. All Furniture and portable appliances not affixed to the house in the kitchen that Wife purchased (except the kitchen table and chairs);
5. All Furniture and portable appliances in the dining room that Wife purchased (except the dining room table and chairs);
6. The 65" TV in the living room that Wife purchased;
7. The black sofa and loveseat in the upstairs loft.
8. Trampoline.
9. Wife's grandmother's chair.
10. Wife's hospital lift chair.
11. Camping equipment.
12. Boxes of alcohol.

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