

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

BENJAMIN FOLDS,
Plaintiff/Husband,

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)
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)
)

v.

Docket No. _____

EMMA SANDALL,
Defendant/Wife.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between BENJAMIN FOLDS (hereinafter referred to as "Husband") and EMMA SANDALL (hereinafter referred to as "Wife"), subject to the following premises, terms, and conditions:

WITNESSETH:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Husband has instituted divorce proceedings against the Wife, same being Civil Action Number _____ in the _____ Circuit Court for Davidson County, Tennessee; 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 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 effected with respect to all of their property and other matters of concern; and

WHEREAS, the parties understand and agree that when the sixty (60) days have elapsed from the time Husband's Complaint for Divorce was filed, that Husband's Complaint for Divorce may be brought before the Court for final disposition, and that Husband shall proceed to obtain an absolute divorce from Wife 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. **DIVORCE.** Husband shall be awarded an absolute divorce on the grounds of irreconcilable differences, and each shall be restored to all the rights and privileges of an unmarried person. There are no minor children of this marriage or expected.

2. **REAL PROPERTY.**

A. **1516 Daventry Court, Nashville, Tennessee 37221.** The Husband shall be awarded all right, title, and interest in and to the real property located at 1516 Daventry Court, Nashville, Tennessee 37221, which is jointly titled, unencumbered, and serves as the marital home. Immediately following entry of the Final Decree of Divorce, Husband shall pay to Wife Four Hundred Seventy-Five Thousand Dollars (\$475,000.00 USD) for any interest she has in the marital home located at the above-referenced address. Immediately upon receipt of said funds from Husband, Wife shall take the necessary steps to execute a quitclaim deed relinquishing all right, title, and interest to the marital home to Husband. All right, title, and interest of Wife in and to this real property, shall be, and is hereby, divested out of Wife and vested absolutely in Husband, free and clear of any and all interest of Wife. As of the date of the execution of this Agreement, Husband shall be and is hereby granted exclusive possession of the property.

As a further division of property, Husband shall pay to Wife Six Hundred Fifty Thousand Dollars (\$650,000.00 USD) over a period of twenty-four (24) months in equal monthly installments of Twenty-Seven Thousand Eighty-Three Dollars and Thirty-Three Cents

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(\$27,083.33 USD) per month beginning on the first day of the first month following entry of Final Decree of Divorce. Husband shall continue these monthly payments on the first day of each subsequent month until paid in full. Further, Husband shall pay for the cost of the automobile insurance being awarded to Wife for a period of twelve (12) months following the Final Decree of Divorce.

3. **HOUSEHOLD FURNITURE AND FURNISHINGS.** The parties agree that Husband shall receive all right, title, and interest in and to any and all items of furniture, furnishings, household goods, tools, equipment, etc. located in the marital home in addition to all other personal property gifted to and/or owned by him prior to the marriage, free of any claims from the Wife with the exception of the following items that Wife shall be awarded free of any claims from the Husband: her personal items and clothing, the Mason & Hamlin baby grand piano, living room stereo system, and all other personal property gifted to and/or owned by her prior to the marriage. Further, the parties agree that Husband shall pay to Wife Fifty Thousand Dollars (\$50,000.00 USD) of additional funds to purchase furniture and furnishings for her new home.

4. **VEHICLES.** The Wife shall receive all right, title, and interest in and to the 2016 Honda CR-V (VIN # [REDACTED] which she drives, which is titled in Husband's name, free and clear of any claims from the Husband, and she shall be responsible for the payment of any outstanding indebtedness, insurance, and expenses in connection with said vehicle and shall indemnify and hold the Husband harmless from repayment thereof.

The Husband shall receive all right, title, and interest in and to the 2005 Honda Accord EX (VIN # [REDACTED] which he drives, which is titled in his own name, free and clear of any claims from the Wife, and he shall be responsible for the payment of any outstanding indebtedness, insurance, and expenses in connection with said vehicle and shall indemnify and hold

the Wife harmless from repayment thereof.

5. **BANK AND INSTITUTIONAL ACCOUNTS.** Each party shall be awarded all checking, savings, and financial accounts maintained in his or her sole name. With regard to Husband's bank accounts with National Australia Bank ending in * [REDACTED] and [REDACTED] the parties agree that Husband shall pay to Wife Two Hundred Ten Thousand Dollars (\$210,000 AUD) of funds from this account immediately following entry of the Final Decree of Divorce in this matter. Upon receipt of said funds, Wife shall immediately take the necessary steps required by National Australia Bank to remove her name and relinquish her access to Husband's bank account.

6. **INDIVIDUALLY HELD STOCKS AND CRYPTOCURRENCY.** The parties agree that all stocks, bonds, and cryptocurrency held in the name of either party, individually or as Trustee, are awarded to the party in whose name each such stock, bond, or business interest is styled, free and clear of any and all claim by the other party.

7. **RETIREMENT ACCOUNTS.** Each party shall be, and is hereby, awarded any and all retirement accounts, account balances and benefits, including all pension plans, annuities, annuity programs, non-qualified and tax-qualified accounts, 401(k) Savings Plans, individual retirement accounts and any other retirement assets listed in his or her name, individually or as Trustee, free and clear of any and all claim by the other party unless stated otherwise herein.

8. **DEBT.** Each party shall be responsible for the payment of any and all credit card debts, personal loans, business loans, medical bills, and other outstanding indebtedness incurred in his or her respective name and shall indemnify and hold the other party harmless from repayment thereof. Neither party shall make any further charges against the credit of the other party following the execution of this Agreement.

If any debt exists, other than what has been specifically set forth herein, then the party who

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incurred the debt shall be solely and separately responsible for the debt itself and any and all liability associated with the debt, and the responsible party shall hold the other party harmless and indemnify the other from any and all liability related thereto. Additionally, the parties agree that 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, the parties agree each 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 and all 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.

9. **HEALTH INSURANCE.** The parties agree that following the divorce in this cause, each party shall be responsible for his or her separate health insurance policies and shall be responsible for paying for and maintaining his or her own coverage. Provided, however, the Husband shall pay the Wife an additional amount of money to pay the Wife's health insurance

premiums for comparable coverage that she has now for twelve (12) months following the final decree of divorce.

10. **LIFE INSURANCE.** Each party shall be, and is hereby, awarded any and all policies of life insurance, including any cash surrender value, owned in his or her name, free and clear of any and all claims by the other party unless provided otherwise herein. All right, title, and interest of either party in and to any life insurance policy and/or cash surrender value awarded to the other party by the terms of this Marital Dissolution Agreement shall be, and is hereby, divested out of that party and vested absolutely in the other party according to the terms of this Marital Dissolution Agreement. Each party shall have the right to name whomever he or she chooses as the beneficiary of life insurance on his or her insurance policies. Each party shall be, and is hereby, responsible for the payment of all premiums associated with the insurance policies awarded to him or her herein.

Specifically, the parties agree that Wife shall be awarded the Universal Life Insurance Policy covering Husband's life and its accompanying cash surrender value of One Hundred Nineteen Thousand Dollars (\$119,000.00 USD), free and clear of any and all claims by the Husband. Following the entry of the Final Decree of Divorce, Wife shall surrender the policy and will receive any and all surrender proceeds.

11. **ATTORNEYS' FEES AND COURT COSTS.** The parties agree that Husband shall be responsible for the payment of his own attorney's fees as well as Wife's attorney's fees in connection with this action for divorce, and the remaining court costs of this cause shall be taxed to Husband.

12. **TAX RETURNS.** 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

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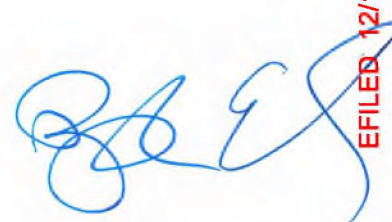
be due shall be borne by either or both the parties, depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties, (and if so, to that extent), or out of a joint income deduction. In such case, the party responsible for the deficiency, or additional taxes owed, together with interest and penalties assessed shall indemnify and hold harmless from any liabilities, assessments, deficiencies, and other costs, including, but not limited to attorney fees, accountant fees, arising by reason of the spouse's failure to pay taxes or accurately report same.

In addition, 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.

13. **ALIMONY.** Neither party shall pay alimony to the other party. Each party hereby forever waives any and all rights and claims to receive any form, type, or amount of alimony or spousal support from the other.

14. The parties previously entered into a Prenuptial Agreement prior to their marriage dated January 16, 2017. The parties acknowledge and agree that all provisions of the Prenuptial Agreement not otherwise modified by this Agreement shall remain in full force and effect and shall survive the divorce of the parties.

GENERAL PROVISIONS

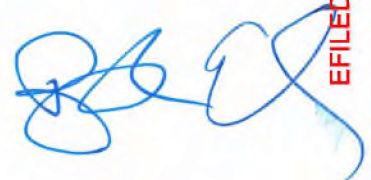


15. **BANKRUPTCY.** Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation is intended to be a support obligation under 11 U.S.C. 523(a)(5) which is not dischargeable in bankruptcy as to the other party. The parties intend to create a support debt that will be non-dischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. 523(a)(5). This support is necessary to meet the daily living expenses of the non-obligor spouse, and the amount of support is reasonable. However, the parties acknowledge the determination of any issue arising under this section is in the exclusive jurisdiction of the United States Bankruptcy Court.

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 against whom such claim is made shall 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 the creditor's claim, including reasonable attorney's fees.

16. **ENFORCEMENT.** In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement or to defend a proceeding brought against him or her, the prevailing party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting or defending the action.

17. **INCORPORATION INTO FINAL DECREE.** It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the _____ Circuit Court for Davidson County, Tennessee, and submitted to the Court for



ratification and incorporation into the Final Decree of Divorce between the parties.

18. **TORT CLAIMS.** 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, 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 Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

The parties further agree that by executing this 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 contractual matters which are negotiated in this Agreement. The parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage, or which may have been incurred in the process of this divorce action.

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

20. **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 effect 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.

21. **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.

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

23. **EXECUTION OF DOCUMENTS.** 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 and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

24. **AMENDMENT OF AGREEMENT.** This Agreement may be altered, amended, or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

25. **INDEBTEDNESS.** The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debts of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

26. **REVOCATION OF BENEFICIARY.** The parties agree that, except as otherwise



provided by the terms of this 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, retirement programs, employee benefit programs, bank accounts, and Last Will and Testament. 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 this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

The parties acknowledge and agree that it is each party's best interest to review all documents heretofore executed by either party that may designate the other party as a beneficiary, including but not limited to, wills, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs and bank accounts, and that each party should immediately contact any plan administrators or other third parties directly to change his or her beneficiary designation(s) following entry of the Final Decree of Divorce.

27. **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. 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.

28. T.C.A. 36-4-134. 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. It may be in the party's best interest to cancel, close or freeze any jointly held accounts.

29. ATTORNEY WITHDRAWAL. Upon the date of entry of the Final Decree of Divorce in this cause, the Husband's attorney, Rose Palermo, shall be allowed to withdraw as attorney of record for the Husband, and Wife appeared pro se. Following the date of divorce, Rose Palermo shall not have any further responsibility or obligation to her respective client in this cause.

30. FULL DISCLOSURE. Each party hereby represents and warrants that a full disclosure of all assets and liabilities has been made to the other party during the course of these proceedings, and the parties agree that in the event it is later discovered by either party that the other party owned or otherwise had any interest in an asset at the time of the execution of this Agreement, which asset was not disclosed during these proceedings, that party shall be entitled to receive an amount equal to one-half of the value of said discovered asset, including any decrease or increase in the value thereof since the execution of this Agreement.

31. 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.

32. DISCOVERY. By signing this document, each party indicates that he or she does not want to proceed with formal discovery, including answering and/or supplementing 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 and all obligation to complete the discovery process.

33. **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 and the transfer of property in accordance with Tenn. Code Ann. Sec. 67-4-409(a)(3)(E) & (F).

34. **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.

35. **JURISDICTION.** This Agreement will be construed under the laws of the State of Tennessee.

36. **AFTER-ACQUIRED PROPERTY.** 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 and in any increase in the same, as his or her sole and separate property, free and clear of any interest or claim of the other. Each party shall willingly execute and deliver any and all instruments and documents necessary or required in order to implement the terms of this Paragraph and waive any and all interest he or she might otherwise have in property or assets acquired by the other party between the execution of this Agreement and entry of a Final Decree of Divorce.

37. **REVOCATION OF PERMISSION.** Upon the signing of this Agreement, both parties hereby revoke and cancel any prior permission given to the other party or their agents, at any time, to use the other party's passwords of any kind or to access the other party's accounts of any kind, including, but not limited to: cellular and telephone records, email accounts, bank accounts, social media accounts, entertainment media and access to either party's devices including, but not

limited to, the other party's computer, cellular telephone, tablet, or any other device or digital identity, profile or account. Permission is further revoked from access to any areas which the other person may have an expectation of privacy, whether tangible or intangible. Any use of the information described above or any access to any accounts, devices, or areas described above, without the express written consent of the other party shall be considered a violation of the other party's privacy rights.

38. **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.

39. **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.

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, this Agreement 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, final and complete 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, this

Agreement is also a full, final and complete settlement of all property and support rights between the parties, and the same is entered into without any collusion between the parties, but solely of the free will and accord of each party.

[Signature]
EMMA SANDALL
[Signature]
BENJAMIN FOLDS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Jamey Ryan, a Notary Public in and for the aforesaid County and State, EMMA SANDALL, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 4th day of December 2023.



Jamey Ryan
NOTARY PUBLIC

My Comm. Expires: March 09, 2024

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Giissel Flores - Morales, a Notary Public in and for the aforesaid County and State, BENJAMIN FOLDS, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 14th day of December 2023.

[Signature] [Signature]

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giselflores-morales
NOTARY PUBLIC

My Comm. Expires: May 3rd 2027



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A handwritten signature in blue ink, appearing to be "Joseph P. Day", is located in the bottom right corner of the page.