

IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA  
FAMILY DIVISION

RYAN W. LIDDELL, )  
)  
Petitioner, ) CIVIL ACTION FILE  
)  
v. ) NO. 2023CV388729  
)  
MEGHANN A. LIDDELL, )  
)  
Respondent. )

FINAL SETTLEMENT AGREEMENT

This Agreement, made and entered into by and between RYAN W. LIDDELL, hereinafter referred to as "Husband," and MEGHANN A. LIDDELL, hereinafter referred to as "Wife;"

WHEREAS, the parties hereto are Husband and Wife, having been married in due and proper form on January 2, 2003; and

WHEREAS, irreconcilable differences have arisen between the parties as a result of which Husband and Wife have separated and are now living apart in a bona fide state of separation; and

WHEREAS, there are three (3) minor children born of the marriage, to wit: HALLIE MEGHANN LIDDELL, born in 2008; JETT RYAN LIDDELL, born in 2010; and DAXTON JOSEPH LIDDELL, born in 2013; and

WHEREAS, in view of their intention to live separate and apart from each other permanently, Husband and Wife are desirous of settling all matters, questions, and controversies as to custody, parenting time, child support, alimony, division of property, allocation of debt and any and all other claims or rights of any nature whatsoever which each may have against the other arising out of the marriage relationship or arising from any other cause;

  
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NOW, THEREFORE, for and in consideration of the premises, mutual covenants, promises, provisions, and benefits herein contained and further valuable consideration, receipt whereof is hereby acknowledged, the parties agree to compromise and settle all issues between them, except the issue of divorce, and do mutually agree as follows:

1.

### FREEDOM FROM INTERFERENCE

Husband and Wife shall continue to live separate and apart, and each shall be free from the interference, intimidation, harassment, molestation, authority, and control, either direct or indirect, of the other, except as may expressly be provided for in this Agreement. Without regard to the other provisions hereof, each may reside at such a place as he or she may select, and each may, for his or her own separate use and benefit, engage in any employment, business, or profession which he or she may deem advisable free from interference by the other.

2.

### CUSTODY AND PARENTING TIME

A *Consent Final Parenting Plan*, setting forth the determination of child custody, parenting time and related issues is being entered by the Court, contemporaneous with the entry of the *Final Judgment and Decree of Divorce*, complying with the drafting mandates of O.C.G.A. § 19-9-1.

3.

### CHILD SUPPORT

(a) **Incomes.** Husband is employed and earns a gross monthly income of \$46,187.50. Wife is employed and earns a gross monthly income of \$1,016.00. Child support in this case is being determined for three (3) children.

  
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(b) **Monthly Support.** In accordance with the Georgia Child Support Guidelines, codified at O.C.G.A. §19-6-15, beginning June 1, 2024, and continuing to be paid in equal installments on the fifteenth (15<sup>th</sup>) and last day of each month thereafter, Husband shall pay to Wife as follows:

i. The sum of Three Thousand Four Hundred Dollars (\$3,400.00) per month in child support when three (3) children are entitled to support herein, in two (2) equal installments of One Thousand Seven Hundred Dollars (\$1,700.00) on the fifteenth (15<sup>th</sup>) and last day of each month;

ii. The sum of Two Thousand Nine Hundred Eighty-Two Dollars (\$2,982.00) per month to Wife, when two (2) children are entitled to support herein, in two (2) equal installments of One Thousand Four Hundred Ninety-One Dollars (\$1,491.00) on the fifteenth (15<sup>th</sup>) and last day of each month; and,

iii. The sum of Two Thousand One Hundred Sixty-Eight Dollars (\$2,168.00) in child support when only one (1) child is entitled to support herein, in two (2) equal installments of One Thousand Eighty-Four Dollars (\$1,084.00) on the fifteenth (15<sup>th</sup>) and last day of each month.

(c) **Duration of Child Support.** Pursuant to Georgia law, a child is entitled to receive child support until the child reaches age eighteen (18), marries, dies, becomes emancipated, self-supporting or actively enters the military service, whatever first occurs; however, if the child has not graduated from high school by age eighteen (18) and is a full time student, then child support shall continue until the child graduates from high school or attains the age of twenty (20), whichever first occurs.

  
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(d) **Extracurricular Activities, Religion and Education Expenses.** Husband shall be solely (100%) responsible for the Children's extracurricular activity, religion and educational expenses until the child in question is emancipated on the first to occur of the following:

- i. The child reaching eighteen (18) years of age and no longer being a full-time student; or
- ii. The child graduating from college or ceasing to pursue a full-time course of study (unless interrupted for good cause); or
- iii. The child marries; or
- iv. The child having a permanent residence away from the permanent residence of the parties; or
- v. The child engaging in full-time employment, except full-time employment during vacation or summer periods while attending high school or college is not to be construed as an emancipation event; or
- vi. The child's entering into the Armed Forces;

(e) **Children's Vehicle(s).** Husband shall continue to maintain the children's vehicles and shall be responsible for and timely pay for maintenance and repair expenses for said vehicles until the child in question is emancipated on the first to occur of the following:

- i. The child reaching eighteen (18) years of age and no longer being a full-time student; or
- ii. The child graduating from college or ceasing to pursue a full-time course of study (unless interrupted for good cause); or
- iii. The child marries; or
- iv. The child having a permanent residence away from the permanent residence of the parties; or
- v. The child engaging in full-time employment, except full-time employment during vacation or summer periods while attending high school or college is not to be construed as an emancipation event; or
- vi. The child's entering into the Armed Forces;

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(f) **Children's Post High-School Education Expenses.** Husband shall be solely responsible for the Children's reasonable educational/vocational expenses and costs of post-high school education including, but not limited to, tuition, room and board, books, supplies, fees, application and registration costs, reasonable travel to and from the college or university, fraternity/sorority fees, as well as reasonable living expenses for a child living in a party's home, and commuting. In any event, Husband's obligation is conditioned upon the following:

i. The Child in question has at that time the desire and aptitude for a post-high school education;

ii. The post-high school education is limited to four consecutive years after graduation from high school, except the time may be extended in the case of serious illness and in no event, shall surpass the Child's 25th birthday;

iii. The Child carries the required number of courses or units so that he/she is considered by the school to be a "full-time" student and the child maintains a passing average grade as is prescribed by said school;

iv. Despite anything to the contrary above, the expenses to be paid shall be reasonable in both nature and amount, and the parties shall be obligated to pay no more for the item or items in question than would be charged to a Georgia resident at Kennesaw State University even in the event the child is attending a school or college other than Kennesaw State University.

v. The financial resources available to the child, including, but not limited to trust funds, loans, scholarships, grants and other aid which is obtained by the child shall also be taken into account. College savings plans shall be considered the child's resources

  
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with the exception of post-divorce contributions, which shall be considered contributions by the party making them.

vi. Each party and the child must sign a consent allowing access to billing statements, invoices, financial aid award statements, transcripts, records, and grade reports. Unless there is a safety issue, a party shall disclose the school the child is attending upon request of the other party.

In no event shall Husband's obligation hereunder shall extend past the following events as to each child in question:

i. The child receiving a four (4) year undergraduate degree; or

ii. The child's discontinuance of said educational pursuit. For the purpose of this agreement a child shall be conclusively deemed to have discontinued their educational pursuit when not enrolled for a period of eight (8) consecutive months as a full-time student in a course of study, which upon completion will result in the award of a college or university undergraduate degree or vocational education; or

iii. The child attaining the age of twenty-five (25) years; or

iv. The child's marriage.

v. The child's enlistment in the armed forces.

(g) **Income Deduction Order.** Husband and Wife agree that based upon the circumstances of this case an income/wage deduction order shall not be issued by the Court at this time. Husband shall make his support payments directly to the Wife.

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## HEALTH INSURANCE AND UNINSURED HEALTH CARE EXPENSES FOR CHILD

Husband shall be responsible for maintaining and paying for the Children's health insurance coverage similar to the full coverage the Children have at the time the parties enter into this Agreement and for so long as the Child in question is eligible to remain covered under Husband's health insurance plan. Husband shall be solely (100%) responsible for the timely payment of the Children's necessary and reasonable uninsured health care expenses directly to the providers. Pursuant to O.C.G.A. § 19-6-15, "uninsured health care expenses" means a child's uninsured medical expenses including, but not limited to, co-payments, deductibles, speech or occupational therapy, physical therapy, clinic or hospital, dental, orthodontic (including braces), asthma treatments, therapeutic, counseling, psychological, psychiatric, and optical charges (collectively referred to as "medical" expenses), any acute or chronic medical or health problem or mental health illness, and other medical and mental health expenses that are not covered by insurance.

Husband shall immediately, and upon any change in coverage, provide Wife with the plan description, medical cards, prescription drug cards, claim forms, addresses and phone numbers of the insurance company and the employee benefits department of his employer, and the like. Husband shall immediately authorize the insurance company or employee benefits department or their representatives, or their successors or assigns, to communicate with Wife regarding all aspects of insurance coverage and other related matters.

Should Wife incur an uninsured health care expense for a Child or the Children which requires reimbursement, then Wife shall provide proof of payment to Husband within thirty (30) days of paying, and Husband shall reimburse Wife for said expense within thirty (30) days of receiving proof of payment from Wife.

  
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Except in the case of (1) emergency, (2) written, mutual agreement of the parties, or (3) the unavailability of an in-network provider, if a parent takes a Child or the Children to an “out-of-network” provider, then he or she shall be solely (100%) responsible for paying the difference in cost between an in-network provider and the out-of-network provider, plus his or her share of the “in-network” uninsured cost.

Husband’s obligation to pay reasonable and necessary uninsured health care expenses shall continue until the child in question is emancipated on the first to occur of the following:

- i. The child reaching eighteen (18) years of age and no longer being a full-time student ; or
- ii. The child graduating from college or ceasing to pursue a full-time course of study (unless interrupted for good cause); or
- iii. The child marries; or
- iv. The child having a permanent residence away from the permanent residence of the parties; or
- v. The child engaging in full-time employment, except full-time employment during vacation or summer periods while attending high school or college is not to be construed as an emancipation event; or
- vi. The child's entering into the Armed Forces;

5.

#### EQUITABLE DIVISION OF MARITAL RESIDENCE

(a) **Property.** The parties are joint owners with right of survivorship of the real property located at 730 Old Saddle Lane, Milton, Georgia 30004 (hereinafter the “Marital Residence”).

(b) **Use and Possession.** Until the Marital Residence is sold pursuant to the terms herein, Husband shall have the right to continue to reside in the Marital Residence, and Wife shall share use and possession of the Marital Residence until June 15, 2024 or the closing of the 130

  
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Wood Lake Drive, Alpharetta GA property, whichever occurs last, when she shall vacate the Marital Residence.

(c) **Sale of Property.** The parties shall list the Marital Residence for sale no later than June 30, 2024. The Marital Residence shall continue to be listed for sale until sold in accordance with the terms of the parties' *Marital Residence Private Letter Agreement* which shall not be filed with the Court except for purposes of enforcement, but shall be incorporated herein by reference.

(d) **Expenses and Liability on Property.** Husband shall continue to pay all expenses and indebtedness associated with the Marital Residence, including but not limited to the mortgage, taxes, insurance, utilities and repairs and maintenance, until such time as the Marital Residence is sold.

(e) **Proceeds from Sale.** All net proceeds from the sale of the Marital Residence shall be applied toward the principal balance of the first mortgage secured by the property located at 130 Wood Lake Drive, at the closing on the sale of the Marital Residence. Net proceeds shall be defined as total proceeds minus costs, expenses, and prorations of a nature and in an amount customarily and ordinarily incurred in connection with the sale of residential real estate property including, but not limited to, real estate brokerage commissions, attorney's fees for closing, tax prorations, payment of the first mortgage balance, the Home Equity Line of Credit balance and the like. The Home Equity Line of Credit shall be closed at closing.

(e) **Warranties.** Other than the mortgage held in the parties' joint names and the HELOC, each party warrants, covenants and represents that he or she has not caused any other Deeds to Secure Debt conveying to any lender any interest in said real property prior to the date of this Agreement, nor otherwise used said property as security for any loan previously obtained by him or her nor caused any liens or encumbrances to be placed on said property. Neither party

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shall increase the indebtedness on the Marital Residence or use said property as security for any loan obtained by him or her, nor shall either party cause any liens or encumbrances to be placed on said property.

6.

EQUITABLE DIVISION OF 130 WOOD LAKE DRIVE

(a) **Property.** The parties are currently under contract for purchase of the real property located at 130 Wood Lake Drive, Milton, Georgia, 30004 (hereinafter “130 Wood Lake”).

(b) **Intention of Property.** It is understood by the parties that 130 Wood Lake is being provided to Wife for the development and education of the children in the specific schools for which 130 Wood Lake is zoned. Absent mutual, written agreement of the parties, should Wife sell 130 Wood Lake and/or move out of the children’s current school district prior to May 2029, Husband shall be entitled to receive Forty Percent (40%) of the net proceeds from the sale of 130 Wood Lake. Net proceeds shall be defined as total proceeds minus costs, expenses, and prorations of a nature and in an amount customarily and ordinarily incurred in connection with the sale of residential real estate property including, but not limited to, real estate brokerage commissions, attorney’s fees for closing, tax prorations, payment of the mortgage balance, and the like. If Wife does not sell or vacate the 130 Wood Lake Residence prior to May of 2029, and removes Husband’s name from the mortgage attached to same by the time provided hereinafter, then she shall be awarded all equity and sales proceeds associated with 130 Wood Lake.

(c) **Title and Use of Property.** It is the parties’ intent that Wife shall be the sole owner of the property, and the deed to 130 Wood Lake shall be held solely in Wife’s name. Wife shall be awarded sole possession and all right, title and interest in and to 130 Wood Lake.

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(d) **Expenses and Liability on Property.** Beginning June 15, 2024, and continuing for so long as Husband's name is attached to the mortgage, Husband shall directly and timely pay the monthly principal, interest, taxes, and insurance to the mortgage lender when due, and he shall have the right to deduct same from his monthly support payments to Wife. On or before June 30, 2029, Wife shall refinance or otherwise remove Husband's name from the mortgage secured by 130 Wood Lake. In the event that Wife does not remove Husband's name from the mortgage as provided herein, she shall list the property for sale no later than July 31, 2029, and 130 Wood Lake shall be sold in accordance with the terms of the *130 Wood Lake Private Letter Agreement* which shall not be filed with the Court except for purposes of enforcement, but shall be incorporated herein by reference. Except as otherwise provided herein, Wife shall be solely responsible for payment of all other expenses and indebtedness associated with 130 Wood Lake, including but not limited to utilities, and any necessary repairs and maintenance. After Husband's name is removed from the mortgage, by either refinance or assumption, Wife shall be solely responsible for payment of same.

(e) **Warranties.** Other than the mortgage which will be held in the parties' joint names, each party warrants, covenants and represents that he or she has not caused any other Deeds to Secure Debt conveying to any lender any interest in said real property prior to the date of this Agreement, nor otherwise used said property as security for any loan previously obtained by him or her nor caused any liens or encumbrances to be placed on said property. Until Husband's name is removed from the initial mortgage, neither party shall increase the indebtedness on 130 Wood Lake or use said property as security for any loan obtained by him or her, nor shall either party cause any liens or encumbrances to be placed on said property.

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## EQUITABLE DIVISION OF FINANCIAL ACCOUNTS

(a) As a non-taxable equitable division of property, Husband shall retain the Truist Money Market account ending x5645; Truist Checking account ending x5637; and Chartway Checking account ending x7965, free and clear of any claim of Wife. Notwithstanding the foregoing, as further non-taxable equitable division of property, within five (5) days of the execution of this agreement, Husband shall pay to Wife the sum of Twenty Thousand Dollars (\$20,000.00) by way of transfer to Wife's Truist Checking account.

(b) As a non-taxable equitable division of property, Wife shall retain the Truist account ending x2957, free and clear of any claim of Husband.

(c) In the event any of the accounts listed in Paragraphs 7(a) and 7(b) above are jointly titled accounts, both parties shall cooperate and timely execute any documents necessary to remove Wife from any account awarded to Husband in Paragraph 7(a) and to remove Husband from the account awarded to Wife in Paragraph 7(b), within ten (10) days of the execution of this agreement.

(d) Except as otherwise provided herein, all checking accounts, savings accounts, other bank accounts, money market accounts, investment and brokerage accounts, titled in the name of the Wife (individually or jointly with a third party) shall be the sole property of the Wife, and the Husband hereby waives any and all claim or right of title to such accounts and the balances held in such accounts.

(e) Except as otherwise provided herein, all checking accounts, savings accounts, other bank accounts, money market accounts, investment and brokerage accounts, titled in the name of Husband (individually or jointly with a third party), shall be the sole property of Husband, and Wife hereby waives any and all claim or right of title to such accounts and the balances held in such accounts.

  
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## EQUITABLE DIVISION OF RETIREMENT ACCOUNTS

(a) As a non-taxable, equitable division of property, the total balance of Husband's Inspirity 401(k) plan shall be transferred to Wife, by way of a Qualified Domestic Relations Order. Wife shall elect to take the total funds in the form of cash, versus segregation to a separate retirement account. From the cash proceeds, the total sum of no more than One Hundred Fifty Thousand Dollars (\$150,000.00) shall be paid toward the principal balance of the jointly held mortgage attached to the 130 Wood Lake. Said sum shall be paid toward the principal balance of the mortgage, no later than ten (10) days after Wife receives the cash payment. All remaining cash from the Husband's 401(k) shall be transferred to the Husband, no later than ten (10) days after Wife receives same. The parties shall hire Matthew Lundy, Esq. to draft and implement the QDRO, and Husband shall be 100% responsible for Mr. Lundy's fees. The parties recognize that Wife must pay income taxes upon receipt of these cash funds. Husband shall be solely (100%) responsible for payment of any such taxes. In the event the parties disagree as to the amount of federal and state income taxes that Wife will incur from receiving the 401(k) funds as a cash payment, then the parties shall select an accountant by mutual agreement to calculate Wife's federal and state income tax liability, and the parties shall equally (50/50) divide the accountant's fees. The accountant's calculation shall be binding upon the parties. If the parties are unable to agree upon the accountant to perform this calculation, the parties shall submit the issue to Judge Christopher Brasher for determination. Judge Brasher's selection of the accountant shall be binding upon the parties, and the parties shall equally (50/50) divide the costs associated with Judge Brasher for making this selection.

  
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(b) As further non-taxable, equitable division of property, Husband shall cause fifty percent (50%) of the value of his Fidelity IRA ending x5973, as valued on March 31, 2024, to be transferred to Wife by way of transfer to an IRA designated by Wife, via trustee-to-trustee transfer incident to a divorce on a pro rata representative tax neutral basis within thirty (30) days of the entry of the *Final Judgment and Decree of Divorce* in this matter.

(c) Except as otherwise provided herein, each party hereby waives and forever relinquishes any right, title and interest they have or claim to have in any individual retirement account, pension plan, profit-sharing plan, employee stock ownership plan, stock option plan, or other retirement benefits, if any, of the other party now or in the future.

9.

#### EQUITABLE DIVISION OF CLASS B UNITS

Husband warrants that he has been awarded 6,250 Class B Units in PG Delta Holdco LLC, a privately held company, (hereinafter Company) by virtue of Award Agreements dated December 15, 2021, April 1, 2023 and April 1, 2024 pursuant to the Company's Profits Interest Participation Plan for its employees and employees of subsidiaries. As of the effective date of this Agreement, 2,688 of those Class B Units are vested, with the balance to vest over time with Husband's continued employment to an affiliate, of the Company, Dimension Renewable Energy, and the remaining 25% vesting upon the sale of the Company. As equitable division of property, Wife shall receive an interest in 1,000 Class B Units previously awarded and currently vested to Husband. The remainder of the Class B Units, whether vested or unvested, shall remain the sole and separate property of Husband. Given that the Units are not transferrable, Husband shall hold Wife's Units in a fiduciary capacity and those Units shall be held at her written direction so long as said Plan allows Husband to effectuate such a transaction. The parties recognize that all Class

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B Units currently held by Husband, whether vested or unvested, have no value. The parties further recognize and agree that Husband *will* lose all Class B shares if he is no longer employed by Dimension Renewable Energy at the time of the sale of Dimension Renewable Energy. Wife is granted the right to share in profits and losses, to receive distributions, and to receive allocations of income, gain, loss, deduction or credit or similar item to which Husband was entitled with respect to the Units assigned to Wife herein. Husband shall timely notify Wife of any and all post-judgment events that affect her interest in the Class B Units awarded to her herein.

In the event that Husband receives funds for the sale of Wife's Class B Units awarded to her herein, as a non-taxable, equitable division of property, Husband shall pay to Wife an amount equal to the value of Wife's share of Class B Units, net after taxes at Husband's federal and state income tax rates. In the event the parties disagree as to the amount of Husband's federal and state income liability from generated by Wife's interest in Class B Units awarded to her hereinbefore, the parties shall select an accountant by mutual agreement to calculate Husband's federal and state income tax liability, and the parties shall equally (50/50) divide the accountant's fees. The accountant's calculation shall be binding upon the parties. If the parties are unable to agree upon the accountant to perform this calculation, the parties shall submit the issue to Judge Christopher Brasher for determination. Judge Brasher's selection of the accountant shall be binding upon the parties, and the parties shall equally (50/50) divide the costs associated with Judge Brasher for making this selection. Husband shall pay to Wife One Hundred Percent (100%) of the net after tax amount generated on Wife's interest in Class B Units within five (5) days of receipt of the funds or within five (5) days of the accountant's decision, if applicable.

  
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10.

EQUITABLE DIVISION OF VEHICLES

(a) Wife shall have sole and exclusive, temporary and permanent use, possession, and ownership of the Jeep Wrangler and the Subaru Ascent in her possession. Wife shall be solely responsible for payment of any and all loans, taxes, insurance, repairs, and maintenance associated with said vehicles. Wife shall indemnify and hold Husband harmless for any action arising out of her ownership, use or maintenance on said vehicles, and Husband shall execute any necessary documents to effectuate the terms of this paragraph.

(b) Husband shall have sole and exclusive, temporary and permanent use, possession, and ownership of the Subaru Outback. Husband shall have exclusive, temporary and permanent use of the Ford F-150 Lightning Pro, leased by Husband. Husband shall be solely responsible for any and all loans, taxes, insurance, repairs, and maintenance associated with said vehicles. Husband shall indemnify and hold Wife harmless for any action arising out of his ownership, use or maintenance on said vehicles, and Wife shall execute any necessary documents to effectuate the terms of this paragraph.

11.

EQUITABLE DIVISION OF PERSONAL PROPERTY, FURNITURE AND FURNISHINGS

Within thirty (30) days of the execution of this agreement, the parties shall attempt to divide all items of furniture, fixtures, and personalty (hereinafter "Personal Property"). In the event the parties are unable to agree upon said division of Personal Property, the parties shall submit the issue of said Personal Property division to Judge Christopher Brasher for binding arbitration, with Judge Brasher dividing the Personal Property equitably between the parties. Said Personal Property division arbitration shall occur within sixty (60) days of the execution of this agreement,

  
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and the parties shall equally (50/50) divide the arbitrator's fees and shall pay and be responsible for his and her respective share of said arbitrator's fees.

Except as otherwise provided herein regarding Personal Articles (as defined hereinbelow), all items of Personal Property located in the Marital Residence not specifically awarded to Husband shall remain the Personal Property of Wife, free and clear of any claim of Husband. Upon the division of said Personal Property, either by agreement of the parties or by arbitration, and except as otherwise provided herein, each party shall relinquish and quitclaim any and all right, title and interest he or she may have in and to the Personal Property in the possession of the other party.

Notwithstanding any of the foregoing, both Wife and Husband shall have all their personal effects, papers, clothing, silver, jewelry and any and all personal articles (collectively, "Personal Articles") regardless of where such Personal Articles are located, by mutual agreement of the parties.

Except as otherwise provided herein, each party warrants and represents that no such items or articles are in the possession of the other party, and neither party shall make any claim, now or in the future, to any property owned, title or possessed by the other.

12.

#### EQUITABLE ALLOCATION OF DEBTS

Each party shall pay and hold the other harmless for any claims, debts, liabilities and obligations of any nature whatsoever, contingent or otherwise, which that party has incurred individually or jointly with any third person or persons. Each party promises to defend the other against any attempts by any of his or her respective creditors to collect the same from the other

  
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party and further promises to indemnify the other party fully from any liability and expenses, including legal expenses, which may result from his or her respective obligations.

In the event any creditor of a party obtains or attempts to apply a lien against any real or personal property in which the other party has an interest, that party shall promptly undertake to satisfy that obligation giving rise to the lien. Each shall be responsible for all credit card debt accumulated on those credit cards solely titled in his or her respective name, and beginning June 1, 2024, neither party shall use a credit card for which the other party may be responsible. If a party uses a credit card for which the other party may be responsible on or after June 1, 2024, that party shall reimburse the other party within five (5) days of making such charge. Neither party shall use a credit card for which the other party may be responsible outside the ordinary course of business between May 2, 2024, and June 1, 2024, and if a party makes any charges outside the ordinary course of business between May 2, 2024, and June 1, 2024, then the party making such extraordinary charge shall reimburse the other party within five (5) days.

13.

#### ATTORNEYS' FEES

Except as otherwise provided herein, Husband shall be responsible for the attorneys' fees and expenses of litigation incurred by him to date and through the finalization of this matter, and Husband shall be responsible for Wife's attorneys' fees and expenses of litigation incurred by her to date and through finalization of this case.

14.

#### ALIMONY

(a) Periodic Alimony. Beginning June 1, 2024, Husband shall pay periodic, non-taxable alimony to Wife for a total period of Eighty-Four (84) consecutive months, as follows:

  
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i. For the first forty-eight (48) consecutive months, Husband shall pay to Wife the sum of Five Thousand One Hundred Dollars (\$5,100.00) per month, to be paid in two (2) equal installments of Two Thousand Five Hundred Fifty (\$2,550.00) on the fifteenth (15<sup>th</sup>) and last day of each month;

ii. For months forty-nine (49) through sixty (60), Husband shall pay to Wife the sum of Three Thousand Eight Hundred Dollars (\$3,800.00) per month to be paid in two (2) equal installments of One Thousand Nine Hundred (\$1,900.00) on the fifteenth (15<sup>th</sup>) and last day of each month;

iii. For months sixty-one (61) through seventy-two (72), Husband shall pay to Wife the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per month, to be paid in two (2) equal installments of One Thousand Two Hundred Twenty-Five (\$1,225.00) on the fifteenth (15<sup>th</sup>) and last day of each month.

iv. For months seventy-three (73) through eighty-four (84), Husband shall pay to Wife the sum of One Thousand One Hundred Dollars (\$1,100.00) per month, to be paid in two (2) equal installments of Five Hundred Fifty Dollars (\$550.00) on the fifteenth (15<sup>th</sup>) and last day of each month.

Notwithstanding the foregoing, until Husband's name is removed from the mortgage attached to 130 Wood Lake and Husband is no longer obligated on same, Husband shall pay the mortgage, taxes, and insurance attached to 130 Wood Lake directly and shall deduct this payment from Wife's support payments each month.

(b) Wife's College Tuition. As additional modifiable alimony, Husband shall reimburse to Wife an amount equal to the college or university tuition she incurs each semester for a period of no longer than four (4) calendar years, beginning August 1, 2024. This obligation shall

  
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not exceed the cost of tuition at Kennesaw State University as an in-state student and shall cease upon Wife's obtaining a Bachelor's degree or on July 31, 2028, whichever shall first occur. Each semester that Wife attends college during this time period, Wife shall provide Husband with the invoice from a college or university along with proof of payment by Wife of same, and within five (5) days of receiving the invoice and proof of payment from Wife, Husband shall reimburse to Wife an equal amount to the tuition paid by Wife for that semester (limited by the restrictions set forth herein).

(d) Additional Alimony. As additional modifiable alimony, Husband shall pay to Wife the total of Seven Thousand Dollars (\$7,000.00) each year, for 2024, 2025, 2026 and 2027, no later than December 31<sup>st</sup> of each year.

(e) The alimony described herein shall terminate upon Wife's remarriage, death, or cohabitation in a meretricious relationship; Husband's death; or the expiration of eighty-four (84) consecutive months, whichever shall first occur.

15.

#### LIFE INSURANCE

For so long as Husband has any support obligations pursuant to the terms herein, he shall maintain, keep in full force and effect, and assign to Wife as beneficiary, life insurance on his life in an amount of \$1,000,000 to cover his outstanding alimony and child support obligations. Husband shall pay any and all dues, premiums, and assessments as the same shall become due on said life insurance contract(s). Each year, Husband shall have the right to reduce the amount designated to be paid to Wife upon his death, so long as the death benefit to be paid to Wife remains sufficient to cover his then-current outstanding alimony and child support obligations. Husband agrees not to permit any lapse or discontinuance of said life insurance for any reason so long as it

  
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is required to be kept in full force and effect. In the event Husband fails to maintain and provide any or all of the insurance specified herein, the difference between what is actually maintained and provided by Husband and paid to Wife and what he is required to maintain herein and what is actually paid to Wife shall be a first charge against the estate of Husband.

Husband shall provide Wife with proof of existence of said life insurance and beneficiary designation upon the effective date of this Agreement and every year thereafter, on or before June 1<sup>st</sup> annually, for so long as Husband has an obligation to pay support to Wife herein. In the event that Husband does not comply with the terms and conditions contained under this Article 15 as they relate to said life insurance, Wife may, at her sole option, obtain such life insurance on Husband's life up to the level of death benefit coverage named hereinbefore with her or her designee being the named beneficiary of said life insurance policy. Husband shall cooperate on all appropriate steps for Wife to obtain/maintain such life insurance and shall reimburse Wife for all premiums she pays.

16.

#### HEALTH INSURANCE FOR THE PARTIES

Each party shall be solely responsible for maintaining and paying for his/her own health insurance, and each party shall be solely responsible for payment of his or her own uninsured health care expenses.

Husband agrees to assist Wife in obtaining a continuation health insurance policy pursuant to the Federal Health Insurance Continuation legislation contained in the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) (P.L. 99-272). Husband shall fully cooperate with Wife and do all things necessary to notify the insurance company with which Wife currently has

  
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coverage and Husband's employer of the entry of the Final Judgment and Decree of Divorce and of Wife's entitlement to continuation coverage, if applicable. The notifications shall be made within sixty (60) days from the entry of a Final Judgment and Decree of Divorce for COBRA. Husband agrees that he shall maintain Wife on the existing medical insurance during the election periods pursuant to COBRA, and the terms of the medical insurance policy, and Husband further agrees that he shall not take any action that would interfere with Wife's rights to continuation, conversion, or extended coverage as described herein.

17.

#### TAX RETURNS

Except as otherwise provided herein, each party agrees to defend, indemnify, and hold the other party harmless from any claims, assessments and liabilities arising from any taxes, penalties and interest assessed due to the failure of a party to properly report his or her income or deductions and exemptions and pay taxes thereon during the parties' marriage. Husband and Wife shall cooperate in filing any amendment to any joint return previously filed or any other document (such as a refund claim, protest, or court pleading) that is required by a taxing authority or necessitated so as to reduce a tax, contest an additional assessment, or obtain a refund.

The parties shall file separate federal and state income tax returns for the tax year 2024 and every year thereafter. Neither party shall assert any position on any tax return filed hereafter in connection with said return regarding income, deductions, or exemptions inconsistent with the terms and conditions of this Agreement. If a party does assert such an inconsistent position, that party indemnifies and holds the other party harmless in connection from all liability created by the assertion of said inconsistent position, including interest, penalties, tax, and attorney fees.

  
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18.

DEPENDENCY EXEMPTIONS AND TAX CREDITS

(a) Every year, Husband shall be entitled to claim all children eligible at the time of filing as dependents for tax purposes. Notwithstanding the foregoing, should claiming the children offer no benefit to Husband because he has phased-out of the benefit, Wife shall be permitted to claim all eligible children as dependents and Husband shall cooperate to sign all necessary documents to ensure same.

(b) Husband shall have the right to claim all deductions associated with the Marital Residence.

(c) Husband shall have the right to claim all deductions associated with the 130 Wood Lake property until he is removed from the mortgage. Thereafter, Wife shall have the right to claim same.

19.

TAX ADVICE

Each of the parties acknowledges and agrees that he or she has been informed that there can be significant tax issues that may be involved in this proceeding. Each party further acknowledges that he or she has been informed that their attorney is not a tax expert, and that the party should seek independent tax advice from an accountant or other tax practitioner. Each party acknowledges that he or she is not relying upon his or her attorney for tax advice in this matter.

20.

ADDITIONAL INSTRUMENTS

Husband and Wife shall, at any and all times, upon request by the other party or his or her

  
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legal representatives, make, execute, and deliver any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this agreement, without charge therefore. Upon the failure of either party to execute or deliver any such deed, bill of sale, endorsement, form, conveyance or other document to the other party, this Agreement shall constitute and operate as such properly executed document. The County Appraiser, Assessor or Auditor, County Recorder and any and all other public and private officials are authorized and directed to accept this Agreement, or a properly certified copy thereof, in lieu of the document regularly required for the conveyance or transfer.

21.

#### INCORPORATION IN DIVORCE DECREE

The parties each hereby agree that this Agreement shall be submitted to the Court in any action for divorce between the parties as the final agreement of the parties with reference to the subject matter contained herein and for incorporation into any final decree rendered in said Civil Action. Whether or not this Agreement is made a part of any such final decree, the terms and provisions hereof are and shall be a binding contract and agreement between the parties as to all matters contained herein. Notwithstanding such incorporation, this Agreement shall not be merged into the Decree, but shall survive the same and shall be enforceable, binding and conclusive on the parties and their respective heirs, legatees, executors, administrators, and assigns for all time.

22.

#### ENTIRE AGREEMENT

This Agreement and the incorporated *Consent Final Parenting Plan, Private Letter Agreements, and Child Support Addendum* with attached *Child Support Worksheet*, contain the entire agreement between the parties and any and all verbal understandings or agreements

  
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previously entered into are considered merged in this written form. The provisions of this Agreement and other settlement documents are intended and accepted by Husband and Wife as a full and final settlement of any and all rights or obligations either may have from or to the other arising out of or in any way incidental to their marriage to each other. No representations or warranties have been made by either party to the other except for those representations and warranties expressly set forth herein.

23.

### VOLUNTARY AGREEMENT

The parties agree and acknowledge that this Agreement was made by and between them and has been jointly negotiated and drafted and is not to be construed against either party in the event judicial or jury construction of it is necessary. The parties have entered into this Agreement freely and voluntarily without any duress, coercion or inducement other than the mutually agreeable terms and conditions of the Agreement itself. Both parties were represented by counsel. Each party further acknowledges that they have read each and every provision of this Agreement, that they understand this document fully, are in complete accord with the terms and provisions hereof, view each of the terms and provisions as fair, just, and equitable under all of the circumstances, and execute it freely and voluntarily.

It is further acknowledged that neither Husband nor Wife is under the influence of any alcohol, drug, medication, or other stimulant which would affect his or her judgment with regard to signing the within Agreement.

24.

### DISCOVERY

The parties acknowledge that each has been advised of or was previously aware of his or

  
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her rights under the Georgia Civil Practice Act to conduct formal discovery, investigation, and an analysis of the assets, liabilities and income of the other party and each party has knowingly and voluntarily chosen to forego such additional discovery and accept the provisions of this Agreement on the basis of information acquired prior to this date without further such discovery. Each party has been advised of or previously been aware of the possibility of his or her receiving more benefits from the marital assets from the other party than this Agreement provides, as well as the risk of receiving less than the benefits provided herein, in the event he or she elected to have this matter tried in a contested setting before a judge or jury. Each party has knowingly and voluntarily chosen to forego such opportunity or trial and has accepted the provisions of this Agreement in lieu of any benefits that might be obtained from any such trial.

25.

#### GOVERNING LAW

All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Georgia.

26.

#### MODIFICATION AND WAIVER

A modification or waiver of this Agreement or any provision hereof shall not be effective for any purpose unless the same is made in writing and executed with the same formality as this Agreement. Any modification shall be approved by a court of competent jurisdiction prior to any change becoming binding on either party.

No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. The failure of either party to insist in any one or more instances upon the strict performance by the other party of any of the terms of this

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Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such term or any other terms of this Agreement thereafter.

27.

#### PARTIAL INVALIDITY

If any provision or provisions of this Agreement is or are held to be illegal, invalid, void, or unenforceable, such shall not affect in any way the remaining provisions hereof, and such remaining provisions shall continue, nevertheless, in full force and effect without being impaired or invalidated in any way.

28.

#### MUTUAL RELEASE

Except for the rights and claims contained in this Agreement, each party releases and forever discharges the other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and equity that each of them ever had, now has, or may hereafter have against the other upon or by reason of any matter, cause or thing up to the date of the execution of this Agreement. Except as provided in this Agreement, each party hereby waives and releases any and all marital rights and claims, including alimony, division of property, dower, curtesy, year's support, and any rights of inheritance pursuant to the laws of intestacy, which rights and claims each party may now have against the other, or the estate of the other, by reason of the marriage of the parties.

29.

#### EFFECT OF RECONCILIATION

In the event that the parties should cohabit, reconcile or attempt to reconcile subsequent to the Effective Date of this Agreement, and subsequently separate again, the provisions set forth herein

  
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shall remain in full force and effect unless changed or modified in writing and executed with the same formality as this Agreement.

30.

### TITLES AND CAPTIONS

Titles or captions herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend or describe the scope of this Agreement or any provision thereof.

*(Signatures on following page)*

  
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WITNESS OUR HANDS AND SEALS, the parties have hereto set their hands and seals,

this 31 day of May, 2024.

*[Signature]*

RYAN W. LIDDELL,  
Husband

*[Signature]*  
MEGHANN A. LIDDELL,  
Wife

Sworn to and subscribed before me  
this 31 day of May, 2024.

*[Signature]*  
WIL CHANG  
Notary Public - State of Georgia  
NOTARY PUBLIC  
My Commission Expires Aug 18, 2024

My Commission Expires: Aug 18, 2024

Sworn to and subscribed before me  
this 31 day of May, 2024.

*[Signature]*  
Elizabeth Shenassa  
NOTARY PUBLIC  
Fulton County, GEORGIA  
My Commission Expires  
06/08/2024

My Commission Expires: 06/08/2024

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*[Signature]*  
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