

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

NICOLE MARY KIDMAN,
Plaintiff/Wife,

v.

KEITH URBAN,
Defendant/Husband.

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Docket No. _____

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between NICOLE MARY KIDMAN, hereinafter referred to as "Wife", and KEITH URBAN, 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 and irreconcilable differences with the result that Wife will institute divorce proceedings against Husband 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 effective with respect to all of their property and other matters of concern; and

WHEREAS, the parties understand and agree that ninety (90) days must elapse from the time Wife's Complaint for Divorce is filed, that Wife's Complaint for Divorce will 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



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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.** The parties agree that 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 behalf of Wife.

2. **Venue And Service Of Process.** Each party hereby acknowledges that a divorce action will be filed under the above-styled case name in the Circuit Court for Davidson County, Tennessee. Husband herein waives service of process and the filing of an Answer in such cause. This waiver shall be valid for one hundred eighty (180) days from the date the last party signs this Agreement. Pursuant to T.C.A. § 36-4-103, Husband acknowledges that the signing of this Agreement shall be in lieu of service of process for the period such waiver is valid and shall constitute a general appearance before the Court and answer which shall give the Court personal jurisdiction over the parties for the purpose of granting a divorce on the ground of irreconcilable differences.

Further, the parties acknowledge that Wife is represented by Marlene Eskind Moses, Esq., Marissa Moses Russ, Esq., and Ansley Owens Tillett, Esq. of the law firm Gullett Sanford Robinson & Martin PLLC, and Husband is represented by Page Kelley, Esq. of the law firm Milom Crow Kelley Beckett Shehan PLC.


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3. **Parenting Arrangements/Child Support.** All provisions concerning the residential time and support of the minor children are contained in the Permanent Parenting Plan, attached hereto and incorporated herein by reference.

4. **Real Property.** Neither party owns real property titled in his or her individual name. The parties acknowledge and agree that all real property subject to division is held through trusts, limited liability companies and/or other entities, and that such real property interests are hereby awarded to each party in accordance with the terms of such trusts, operating agreements, and other agreements between the parties, free and clear of any and all interest and claims by the other party.

The parties acknowledge and agree that certain operating agreements and other written agreements exist between the parties that provide for the division and transfer of real property presently co-owned by the parties. In accordance with Tenn. Code Ann. Sec. 67-4-409(a)(1)(C) and to the extent provided for and allowable under the laws of any other applicable state(s) and jurisdiction(s), no tax and/or duty shall be levied on the transfer of any real property or other interest between the parties, as such transfer is a division of appreciated property between spouses as co-owners and an adjustment of property rights between divorcing parties, and is not a sale or exchange or other disposition.

5. **Furniture, Furnishings, Appliances and Other Personal Property.** All household furniture, furnishings, appliances, art, and other items of personal property have been divided to the mutual satisfaction of the parties. Each party is awarded his or her own clothing, jewelry and personal items, free and clear of any and all claims of the other party. Except as otherwise provided hereinbelow, each party is also awarded all household goods, furniture, furnishings, fixtures, appliances, art and personal property that are his or her pre-marital and


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Separate Property as well as other items of personal property in his or her possession and/or primary control, free and clear of any and all claims of the other party.

The household furniture, furnishings, appliances, art and other items of personal property in the possession of Wife are awarded to Wife, free and clear of any and all interest Husband may have therein. Likewise, the household furniture, furnishings, appliances, art and other items of personal property in the possession of Husband are awarded to Husband, free and clear of any and all interest Wife may have therein.

6. **Vehicles**. Each party is awarded all vehicles titled in his or her name, free and clear of any and all claims by the other party. All right, title and interest of the non-titled party shall be, and is hereby, divested out of him or her and vested absolutely in the titled party. All vehicles are unencumbered. Each party shall be solely and separately responsible for all costs and expenses associated with all vehicles titled in his or her name, and each party shall indemnify and hold the other party harmless of the same.

7. **Bank and Investment Accounts**. The parties acknowledge and agree that they own and maintain separate bank and investment accounts. Each party shall be, and is hereby, awarded any and all checking, savings, investment, brokerage, mutual fund, and credit union accounts and account balances; investments and ventures; and securities; and any and all other such accounts and account balances, titled in his or her name, individually or as Trustee and/or in a trust and/or entity held or created for the benefit of party, along with all funds and assets held in such accounts, free and clear of any and all claim by the other party unless stated otherwise herein. All right, title, and interest of either party in and to any account or account balance or investment or venture or security awarded to the other party by the terms of this Marital Dissolution


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Agreement shall be, and are hereby, divested out of that party and vested absolutely in the awarded party according to the terms of this Marital Dissolution Agreement.

10. **Stocks, Securities and Bonds**. The parties agree that all stocks and bonds held in the name of either party, individually or as Trustee and/or in a trust and/or entity held or created for the benefit of party, 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 and all claim by the other party.

11. **Pension and 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, as his or her separate property, free and clear of any and all claim by the other party. All right, title, and interest of either party in and to 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, 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.

12. **Professional Entities, Business Interests and Personal Services**. Each party is awarded all professional entities, business interests and contractual rights titled to and/or otherwise held in his or her individual name, jointly with any person or entity, owned on his or her behalf with any other person, and/or by the party as trustee and/or as guardian or custodian, along with all accounts, capital contributions, assets (both tangible and intangible), and rights associated with the same. Each party shall be, and is hereby, solely and separately responsible for all costs and


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expenses associated with all professional entities, business interests and contractual rights awarded to him or her, and each party shall indemnify, defend and hold the other harmless from any and all liability associated with the same. Each party is further awarded all income, compensation, economic rights, equity, benefits and all emolument of any nature or description and/or other property earned and/or received by him or her as a result of and/or related to his or her performance of personal services for others, whether prior to, during and/or after the marriage, free and clear of any and all interest of the other party.

13. **Compositions, Recordings, Intellectual Property and Intangible Assets.** Each party, as an actor, writer, songwriter, publisher, producer, and/or artist has created certain works prior to and during the marriage and has certain rights to receive income, royalties, and other monies and benefits flowing and/or derived from the use and exploitation of his or her: (1) compositions, numbers, works and material in whole or in part conceived, created, written and/or composed by one party, alone or in collaboration with others, and/or otherwise owned and controlled by him or her, individually or doing business as a limited liability company and/or under a publishing name, whether owned and/or controlled by any entity in which a party maintains an interest; (2) literary works, compositions, designs, films, videos and other recordings, including, without limitation, dialogue, moving images, cinematography, footage, animation, computer-generated imagery, sound recordings, "demos", master recordings, outtakes and all other recordings and works featuring a party and/or a party's vocal and performance(s), in whole or in part conceived, created and/or produced by one party, alone or in collaboration with others, and/or otherwise owned and controlled by him or her and/or any entity in which such party maintains an interest; and (3) literary works, compositions, designs, films, videos and other recordings, including, without limitation, dialogue, moving images, cinematography, footage, animation,


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computer-generated imagery, sound recordings, “demos”, master recordings, outtakes and all other recordings and works featuring a story, event and/or third parties and/or the vocals or performance(s) of third parties, in whole or in part produced by one party, alone or in collaboration with others, and/or otherwise owned and controlled by one party and/or any entity in which such party maintains an interest (all collectively hereinafter referred to as his or her, “Creative Works”).

Each party is awarded his or her Creative Works, along with all rights and benefits flowing and/or derived from the use and exploitation of his or her Creative Works and his or her efforts related to the same, free and clear of any and all interest and claims by the other party.

Each party is further awarded all right, title and interest in all patents, patent applications, patent licenses, trademarks, trademark registrations, and applications therefor, trade names, copyrights and copyright registrations, and applications therefor, similar works and materials, name and likeness, and any other form of intangible assets and rights, including all economic rights, titled to and/or otherwise held in his or her individual name, with any other person or entity, owned on his or her behalf jointly with any other person, and/or by the party as trustee and/or as guardian or custodian. Each party is further awarded all accounts, income, royalties, compensation, economic rights, contractual rights, equity, benefits and all emolument of any nature or description associated with the same, free and clear of any and all interest and claims by the other party.

Each party shall be, and is hereby, solely and separately responsible for all costs and expenses associated with his or her Creative Works and all intellectual property, intangible assets and similar intangible rights awarded to him or her, and each party shall indemnify, defend and hold the other harmless from any and all liability associated with the same.

14. **Trusts.** The parties are beneficiaries and/or trustees of various trusts. Except as specifically provided otherwise herein or as agreed to by the parties and/or the Trustees of such


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trusts in a separate written agreement, each party shall retain his or her rights, beneficial interests and fiduciary positions in all such trusts, free and clear of any and all interest of the other party. Likewise, all such trusts shall retain all assets, rights and entitlements owned by and/or otherwise associated with such trusts, free and clear of any and all interest of the other party, unless specifically provided otherwise and agreed upon by the parties and/or the Trustees of such trusts in a separate written agreement.

15. **Alimony.** Neither party shall pay any amount and/or form of alimony or spousal support to the other. All alimony and spousal support claims are hereby forever waived by the parties.

16. **Debts.** The parties agree that each is solely and separately responsible for his or her own individual indebtedness as set forth in this Agreement, as well as any and all individual indebtedness that each has incurred in his or her own name, individually and/or as trustee, unless stated otherwise herein.

After the execution of this Agreement, neither party shall place any charges on a credit card or account for which the other party is responsible for paying pursuant to the terms of this Agreement. If any debt exists, other than what has been specifically set forth herein, then the party who 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


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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.

17. **Hotel, Airline And Credit Card Points:** Each party shall be and is awarded all right, title and interest in any and all hotel, airline and credit card points listed in his or her name as well as all hotel, airline and credit card points associated with all debt accounts for which he or she is responsible under the terms of this Agreement, free and clear of any and all claim of the other party.

18. **Health Insurance.** The parties acknowledge that a Health Insurance Notice must be filed with the Court. The parties further acknowledge that each party maintains his or her own medical, optical and/or dental insurance. Each party shall be responsible for his or her own medical, optical and dental insurance coverage and all related insurance premiums. Each party shall also be responsible for his or her own uninsured, non-covered, and out-of-pocket medical,


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health, dental, vision, and other expenses, including co-pays, incurred by that party. Each party shall fully indemnify, defend and hold the other party harmless for any and all liability he or she may incur in relation to the same.

19. **Life, Disability and Long-Term Care Insurance.** Each party shall be, and is hereby, awarded any and all policies of life insurance, disability insurance and long-term care insurance, if any, 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 hereinabove. All right, title, and interest of either party in and to any 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.

20. **Income Taxes.**

A. **Previous Years Tax Liability.** The parties have filed certain tax returns during the marriage. If in connection with any 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 the other harmless from any liability, assessment, deficiency, and other costs, including, but not limited to, attorney


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fees and 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' 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' 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 tax return, the named party shall be entitled to receive the refund associated with his or her return.

21. **Attorney's Fees.** The parties agree that each party shall be, and is hereby, responsible for his or her 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 and/or repayment from the other in any form whatsoever.

22. **Court Costs.** The parties agree that any remaining Court costs associated with the divorce proceedings upon entry of the Final Decree of Divorce shall be divided equally (50/50) between the parties, for which execution shall issue, if necessary.

23. **Dispute Resolution (Post-Divorce):** The parties agree that, in the event a disagreement concerning the meaning of a provision of the Marital Dissolution Agreement arises, the parties will first attempt mediation to resolve this issue, prior to resorting to a court hearing.

24. **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


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any assets, which are not reflected and addressed by the terms of this Agreement. The parties warrant and represent that they have made fair and adequate disclosure to each other of all assets in which they have an interest as reflected in this Agreement. By signing this Agreement, each party indicates they do not want to proceed with formal discovery designed to discover assets and liabilities as provided for under the Tennessee Rules of Civil Procedure. The parties further release the attorneys of record from any and all obligation to complete the discovery process. 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 legal services.

25. **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 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.

26. **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 KNOWINGLY RELEASE THE ATTORNEYS OF RECORD FROM ANY AND ALL OBLIGATION TO COMPLETE THE DISCOVERY PROCESS.


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27. **Beneficiary Revocation.** The parties agree that, 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 shall be, and are hereby, revoked as of the date of entry of the Final Decree of Divorce. Such documents shall include, but not be limited to wills, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs and bank accounts. It is the intent of the parties to this Agreement that neither 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.

28. **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 upon entry of the Final Decree of Divorce, 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,


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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.

29. **Enforcement.** In the event it becomes reasonably necessary for either party to institute and/or defend an action regarding and/or relating to the enforcement of any of the terms of this Agreement, the prevailing party shall 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 and in preparation for trial and on appeal, including any and all dispute resolution attempts.

30. **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.

31. **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.

32. **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


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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.

33. **Non-dischargeable Debts.** Whenever one party is required, by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnity, defend and hold the other party harmless from any liability therefor, such obligations will be and are 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 each such support obligation is necessary to insure all needs of the obligee party and that all support obligations, when viewed as a whole, are neither excessive nor unreasonable. It is further understood by the parties that each party has assumed the aforementioned debts as set forth herein and agrees to indemnify, defend and hold the other party harmless for same because of the relative financial resources of the parties and in contemplation of the division of the parties' assets and debts.

34. **Final settlement.** It is understood and agreed between the parties that this Agreement will be introduced in divorce proceedings 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.

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.

35. **Voluntary Agreement.** It is understood and agreed between the parties that this


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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.

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, and/or other assets, rights and/or benefits. The parties agree that each shall own such after acquired property, assets, rights and benefits, and in any increase in the same, as his or her sole and separate property, free and clear of any and all 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, assets, rights and/or benefits acquired by the other party between the execution of this Agreement and entry of a Final Decree of Divorce

37. **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 and deliver any and all instruments and take all reasonable action necessary or required in order to timely implement and effectuate the terms of this Agreement.

38. **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 requirements.

39. **Confidentiality.** The parties acknowledge there is a mutual desire and intent to maintain confidentiality with respect to their financial and business affairs of every kind, including,


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without limitation, the terms of this settlement and any documents related hereto to effectuate the same. The parties further acknowledge and agree that the Confidentiality and Nondisclosure Agreement executed by the parties is and shall remain enforceable at all times in perpetuity.

40. **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)(1)(C).

41. **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 and all such liability.

42. **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.

43. **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.

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

45. **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.

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

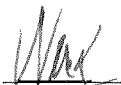

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BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to Wife, and if approved by the Court, this Agreement shall be incorporated into the Final Decree of Divorce should the Court see 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 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.

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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.


NICOLE MARY KIDMAN


KEITH URBAN

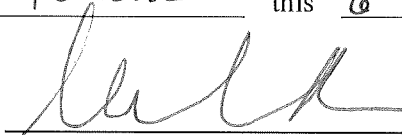

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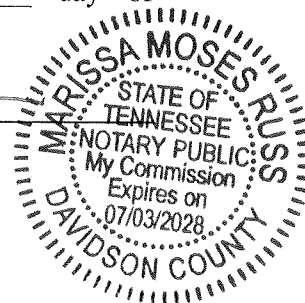
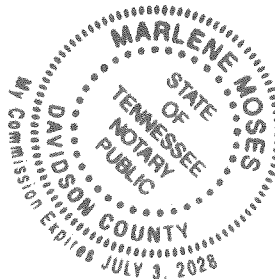
STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, Marissa Moses Russ, a Notary Public in and for the aforesaid State and County, **NICOLE MARY KIDMAN**, the within named bargainer, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Davidson County, Tennessee this 6th day of September, 2025.


Notary Public

My commission expires: 2/3/2028



STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, Marlene Eskind Moses, a Notary Public in and for the aforesaid State and County, **KEITH URBAN**, the within named bargainer, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Davidson County, Tennessee this 29th day of August, 2025.


Notary Public

My commission expires: July 3, 2028