

CONFIDENTIAL SETTLEMENT AGREEMENT

This Confidential Settlement and Release Agreement (“Agreement”) is made and entered into as of the last day set forth on the signature page (“Effective Date”) by and between Foxwood Hills Property Owners Association (“Foxwood”), Christopher A. Pierce (“Pierce”) and Michael D. Jewell (“Jewell”) (individually, a “Party,” and collectively, the “Parties”) for the purpose of resolving by compromise and settlement of all claims, controversies, alleged liabilities, and disputes between them regarding the civil case filed in the Court of Common Pleas for Oconee County South Carolina and designated as Case No. 2023-CP-37-00620, the appeal of that civil court case filed with the South Carolina Court of Appeals as Appellate Case No. 2025-000223, and the property known as 428 Odessa Avenue Westminster, South Carolina 29693 (the “Property”). This settlement and the terms therein apply only to the cases listed above and to the Property listed above and not to any other action or property which Christopher A. Pierce is a party to or owns an interest in.

AGREEMENT

This Agreement is entered into with reference to the following:

- A. Certain disputes have arisen between the Parties regarding Jewell’s account with Foxwood. Those disputes are more fully set forth in the pleadings filed in the Oconee County, South Carolina Court of Common Pleas, Tenth Judicial Circuit entitled – Foxwood Hills Property Owners Association v. Michael D. Jewell bearing Case Number 2023-CP-37-00620, hereinafter to be referred to as the “Action.”
- B. Each Party to this Agreement is fully apprised of the facts set forth in these Recitals and of the facts and contentions raised in the Action, and in all other aspects of the dispute between or among the Parties, whether pleaded or not, and possibilities of each action and matter described herein.
- C. Each Party to this Agreement is fully apprised of the facts set forth in this Agreement and of the facts and contentions raised in the Action, and in all other aspects of the dispute between or among the Parties, whether pleaded or not, and possibilities of each action and matter described herein.
- D. Each Party denies all allegations, claims and defenses made by the other Party in the Action.
- E. Notwithstanding the above, solely in order to avoid the cost, delay and uncertainty of further litigation, the Parties desire to compromise and settle all disputes and claims which exist or which may exist between and among them arising out of the facts, matters, and events set forth above, without admitting any liability and settle their rights and obligations in connection with the Property at 428 Odessa Avenue only.
- F. To resolve the civil court matter in case 2023-CP-37-00620, Jewell will pay, and Foxwood will accept, the sum of \$8,500.00 to resolve the pending case. \$3,500.00 of this amount will be paid to the Foxwood Hills office by October __, 2025. The remaining balance of \$5,000.00 will be paid over ten months at the amount of \$500.00 per month starting on November 1, 2025, and continuing on the first day of the month with the final payment of \$500.00 being

due on August 1, 2025. The \$8,500.00 sum is in settlement of any and all past due amounts owed to Foxwood through 2025.

- G. The 2026-2027 dues and/or special assessments for the property at 428 Odessa Avenue Westminster, South Carolina are not yet due and payable but will be due on April 1, 2026. Jewell agrees to pay the 2026-2027 dues and assessments by April 1, 2026, and any future dues and assessments for 428 Odessa Avenue as they become due. Jewell also agrees that he is a member of the Foxwood Hills Property Owners Association by virtue of his ownership of the 428 Odessa Avenue Westminster, S.C. Any acknowledgement that future dues and assessments will be assessed on the Property, is not a consent or agreement by Pierce that he is liable for those dues and assessments himself.
- H. Upon signing this agreement and payment of the \$3,500.00 to Foxwood as stated above, Pierce and Jewell will file a dismissal of their appeal in the appellate case pending before the South Carolina Court of Appeals designated as 2025-000223. Counsel for Foxwood will execute any documents required by the Court of Appeals to dismiss the appeal as well.
- I. Foxwood will dismiss the civil court foreclosure action pending in Oconee County as Case No.2023-CP-37-00620. Pierce and Jewell will execute any consents required by the Court to have that Case dismissed.

This Agreement contains the entire agreement between and among the Parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the parties.

SIGNATURES ARE LOCATED ON THE NEXT PAGE

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement on the date set forth opposite his, her, or its name below. **The undersigned hereby certify that they have read and fully understand all of the terms, provisions, and conditions of this Agreement and have executed this Agreement voluntarily.**

Dated: October ___, 2025

Michael D. Jewell

State of South Carolina)
)
County of Oconee)

ACKNOWLEDGMENT

Personally appeared before me this ___ day of October, 2025, Michael D. Jewell, who does acknowledge the execution of the Confidential Settlement Agreement this ___ day of October, 2025

Michael D. Jewell

Notary Public for the State of South Carolina
My commission Expires: _____

Dated: October ___, 2025

Christopher A. Pierce

State of South Carolina)
)
County of Oconee)

ACKNOWLEDGMENT

Personally appeared before me this ___ day of October, 2025, Christopher A. Pierce, who does acknowledge the execution of the Confidential Settlement Agreement this ___ day of October, 2025

Christopher A. Pierce

Notary Public for the State of South Carolina
My commission Expires: _____

Foxwood Hills Property Owners Association

Dated: _____, 2025

Sonya T. Hale
President, Foxwood Hills Property Owners
Association

State of South Carolina)
)
County of Oconee)

ACKNOWLEDGMENT

Personally appeared before me this ___ day of October, 2025, Sonya T. Hale, who does
acknowledge the execution of the Confidential Settlement Agreement this ____ day of October,
2025

Sonya T. Hale
President, Foxwood Hills Property
Owners Association

Notary Public for the State of South Carolina
My commission Expires: _____