

FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT

THIS FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT is made and entered into this the 16th day of December, 2016, by the following parties (collectively, the "Parties"):

WHEREAS, the parties are currently involved in an appeal of a case styled as "*The State of South Carolina, In the Court of Appeals, Appeal from Charleston County, Court of Common Pleas, Mikell R. Scarborough, Master In Equity, Case No 2013-CP-10-1404, Appellate Case No. 2016-000910, Ten State Street, LLP, Appellant, v. William E. Danielson and Carol Danielson, Respondents v. Timothy D. Scrantom*" ("Case");

WHEREAS, the parties to the Case desire to settle and finally resolve the Case and any and all disputes between or among them relating to the facts alleged in the Case or that could have been alleged in the Case either as claims, counterclaims, set-offs or otherwise ("Claims");

WHEREAS the parties to this release are William E. Danielson and Carol Danielson, individually and jointly, and each of their respective successors, assigns, or heirs ("Danielsons"), and Timothy D. Scrantom, and his successors, assigns or heirs ("Scrantom") and Ten State Street, LLP, and its predecessors and successors (whether doing business under these or other trade names), together with its principals, partners, associates, employees, consultants and agents (collectively, "Ten State") (Danielsons, Scrantom, Ten State being collectively referred to as the "Parties");

NOW, THEREFORE, to efficiently and expeditiously resolve the issues among the Parties hereto the Parties hereto set forth this Full and Final Settlement and Release Agreement ("Agreement"), and in consideration of the Recitals and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Release by Danielsons. Danielsons, on behalf of themselves in the Case and all adversary or other legal proceedings now existing or in the future commenced thereunder or in connection therewith, and for all of their respective heirs, beneficiaries, spouses, officers, directors, shareholders, lenders, owners, employees, managers, members, professionals, attorneys, partners, assigns, predecessors, successors, agents, fiduciaries, affiliates and legal representatives (collectively for purposes of this Section 1, the "Releasing Parties"), to the greatest extent allowed by law, each hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Ten State and Scrantom and all of their respective heirs, beneficiaries, spouses, officers, directors, shareholders, owners, employees, managers, members, professionals, attorneys, partners, associates, consultants, assigns, agents, fiduciaries, affiliates, predecessors and successors and legal representatives (collectively for purposes of this Section 1, the "Released Parties") from all demands, actions, cause of actions, suits, claims, damages and any and all other demands and liabilities whatsoever of every nature, including all known and unknown claims Releasing Parties hold or may in the future hold, known or unknown, suspected or unsuspected, both at law, in equity, and in any form, forum or venue, which the Releasing Parties or any of their respective officers, directors, employees, managers, members, partners, agents, successors, affiliates, assigns, heirs, spouses or legal representatives may now or hereafter own, hold, have or claim to have against the Released Parties or any of them for, on, or by reason of any circumstance,

action, cause or thing whatsoever past or present or which may arise at any time for or on account of, or in relation to, in association with, or in any way connected to the Claims or the Case, and any and all other relationships, transactions, dealings and/or involvement in, through or with the same. Releasing Parties further agree that in any lawsuit or claim pursued or maintained by or on behalf of any of them now or in the future the Releasing Parties shall hold the Released Parties harmless from and against any liability should any person in any such proceeding or claims attempt to maintain any claim, cause of action or legal proceeding, by way of indemnification, contribution or otherwise, as to any one or more of the Released Parties. The Releasing Parties understand, acknowledge and agree that they have the full power and legal rights to deliver the releases and promises to hold harmless set forth in this Agreement; that such release and agreement to hold harmless set forth herein may be pleaded by the Released Parties (or any of them) and constitutes a full and complete defense to any released claim or any claim as to which the Releasing Party has agreed to hold the Released Parties harmless hereunder, and may be used as a basis for an injunction against any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of the provisions of this Agreement. Each of the Releasing Parties agrees that no fact, event, circumstance, evidence or transaction that could now be asserted or that may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of this Full and Final Settlement and Release Agreement and/or the release and agreement to hold harmless set forth herein. The Releasing Parties hereby absolutely, unconditionally and irrevocably covenant and agree with and in favor of each of the Released Parties that such Releasing Parties will not sue (at law, in equity and in any regulatory proceeding in any forum or venue) any of the Released Parties on the basis of any claim or potential claim released, remised and discharged pursuant to this Agreement.

2. Release by Scrantom and Ten State. Scrantom and Ten State, on behalf of themselves in the Case and all adversary or other legal proceedings now existing or in the future commenced thereunder or in connection therewith, and for all of their respective heirs, beneficiaries, spouses, officers, directors, shareholders, lenders, owners, employees, managers, members, professionals, attorneys, partners, assigns, predecessors, successors, agents, fiduciaries, affiliates and legal representatives (collectively for purposes of this Section 2, the "Releasing Parties"), to the greatest extent allowed by law, each hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Danielsons, jointly and severally, and all of their respective heirs, beneficiaries, spouses, officers, directors, shareholders, owners, employees, managers, members, professionals, attorneys, partners, associates, consultants, assigns, agents, fiduciaries, affiliates, predecessors and successors and legal representatives (collectively for purposes of this Section 2, the "Released Parties") from all demands, actions, cause of actions, suits, claims, damages and any and all other demands and liabilities whatsoever of every nature, including all known and unknown claims Releasing Parties hold or may in the future hold, known or unknown, suspected or unsuspected, both at law, in equity, and in any form, forum or venue, which the Releasing Parties or any of their respective officers, directors, employees, managers, members, partners, agents, successors, affiliates, assigns, heirs, spouses or legal representatives may now or hereafter own, hold, have or claim to have against the Released Parties or any of them for, on, or by reason of any circumstance, action, cause or thing whatsoever past or present or which may arise at any time for or on account of, or in relation to, in association with, or in any way connected to the Claims or the Case, and any and all other relationships, transactions, dealings and/or involvement in, through or with the same. Releasing Parties further agree that in any lawsuit or claim pursued or maintained

by or on behalf of any of them now or in the future the Releasing Parties shall hold the Released Parties harmless from and against any liability should any person in any such proceeding or claims attempt to maintain any claim, cause of action or legal proceeding, by way of indemnification, contribution or otherwise, as to any one or more of the Released Parties. The Releasing Parties understand, acknowledge and agree that they have the full power and legal rights to deliver the releases and promises to hold harmless set forth in this Agreement; that such release and agreement to hold harmless set forth herein may be pleaded by the Released Parties (or any of them) and constitutes a full and complete defense to any released claim or any claim as to which the Releasing Party has agreed to hold the Released Parties harmless hereunder, and may be used as a basis for an injunction against any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of the provisions of this Agreement. Each of the Releasing Parties agrees that no fact, event, circumstance, evidence or transaction that could now be asserted or that may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of this Full and Final Settlement and Release Agreement and/or the release and agreement to hold harmless set forth herein. The Releasing Parties hereby absolutely, unconditionally and irrevocably covenant and agree with and in favor of each of the Released Parties that such Releasing Parties will not sue (at law, in equity and in any regulatory proceeding in any forum or venue) any of the Released Parties on the basis of any claim or potential claim released, remised and discharged pursuant to this Agreement.

3. Payment. In consideration of the full and complete release and other obligations entered into pursuant to this Agreement, Danielsons agree to pay to Ten State the gross aggregate sum of Nine Thousand Nine Hundred Ninety Five Dollars (\$9,995.00) ("Settlement Sum") in full settlement and satisfaction of all demands, actions, cause of actions, suits, claims, damages and any and all other demands and liabilities whatsoever of every nature as set forth hereinabove, including without limitation any and all claims the any Party holds through assignment or otherwise, known or unknown, suspected or unsuspected, both at law and in equity, in any form, forum or venue, which any Party may now or hereafter own, hold, have or claim to have against any other Party or any of them for, on, or by reason of any circumstance, action, cause or thing whatsoever arising or which has arisen at any time for or on account of, or in relation to, or in any way connected with the Claims or the Case, and all matters related thereto and as further defined in this Agreement. The Settlement Sum shall be paid by check payable to Andrew Gowder and hand delivered to ~~him at his office~~ on the date hereof.

4. No Admission of Liability. The Parties understand and agree that this Agreement is a compromise of actual and possible disputes and claims, known or unknown, and is not to be construed as an admission of liability on the part of any party, which liability is expressly denied. As stated above, the payment made herein is in consideration of the above releases and other promises set forth and to avoid further dispute, cost and litigation.

5. Acknowledgement. The Parties represent that they have had adequate opportunity to consider the terms of this Agreement, and that this Agreement is being entered into of their own free will and is not based on any coercion or inducements made by any other Party or person. Each Party has been represented by separate counsel (or has elected to represent themselves after being provided the opportunity to be represented by separate counsel) in negotiating this Agreement.

6. Governing Law. This Agreement shall be enforced and interpreted according to the laws of the State of South Carolina excluding any choice of law rule that would direct the application of the law of any other jurisdiction.

7. Forum. Any suit, action, or proceeding brought by any Party in consequence of or to enforce any term or provision of this Agreement or to recover damages for the breach thereof shall only be commenced in the courts of South Carolina, which shall retain jurisdiction over all matters arising under, arising out of, or related to this Agreement. In any action to enforce this Agreement, the prevailing party shall pay all of the losing party's fees, costs and expenses.

8. Entire Agreement. This Agreement is a full settlement of the claims, differences and disputes between or among the Parties and contains the entire agreement of the Parties and supersedes all previous and contemporaneous agreements, negotiations and understandings, whether written or oral. This Agreement may be modified only by a written agreement, signed by the Parties, expressly modifying this Agreement.

9. Negotiated Settlement Agreement. This Agreement has been negotiated by and among the Parties. In the event of any dispute over the interpretation of this Agreement, there shall be no rule of construction requiring that this Agreement be construed in favor of or against any of the Parties.

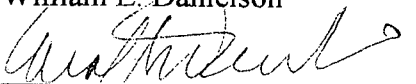
10. Payment of Costs and Fees. Each of the Parties shall bear all of its own fees and expenses incurred by such party in connection with the negotiation of this Agreement and settlement hereunder.

11. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, including by facsimile signatures, each counterpart when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

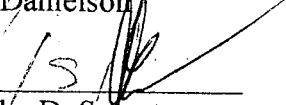
12. Dismissal of Case. Within three business days of the date hereof Ten State shall file appropriate documents to finally dismiss the Case, with prejudice, with the Court of Appeal.



William E. Danielson




Carol Danielson



Timothy D. Scrantom

Ten State Street, LLP

By: 

Timothy D. Scrantom,
Managing Partner

WED
CD
✓

SCRANTOM DULLES

December 16, 2016

U.S. Mail

The Honorable Jenny Abbott Kitchings
Clerk of the S.C. Court of Appeals
P.O. Box 11629
Columbia, SC 29211

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DEC 19 2016

SC Court of Appeals

Re: Ten State Street, LLP v. Danielson
Appellate Case No: 2015-002199

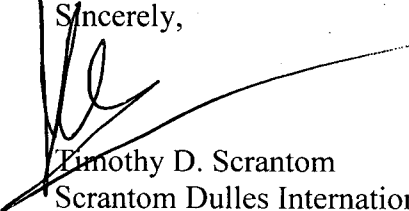
Dear Ms. Kitchings,

The parties to the referenced appeal have settled the case and desire to dismiss the appeal referenced above. Pursuant to Rule 260(b), please find enclosed a copy of an agreement, executed by all parties, which provides at Section 12 for the dismissal of this appeal by agreement. The enclosed agreement also provides that each of the parties bear their own costs.

In the event you have any questions, please do not hesitate to contact our office.

With kindest regards,

Sincerely,


Timothy D. Scrantom
Scrantom Dulles International, LLC

Enclosure

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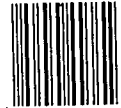
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The Hon. Jimmy A. Kitchens
Clerk of SC Court of Appeals
P.O. Box 116290
Columbia, SC 29211

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Weight Flat Rate 3 lbs. 3 oz. Sunday/Holiday Premium Fee \$ Total Postage & Fees \$ 22.95

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