

FILED

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

2021 APR 22 AM 11:04
JUDITH A. ...
CLERK OF COURT

IN THE FAMILY COURT FOR THE
NINTH JUDICIAL CIRCUIT
Docket No.
2019-DR-10-3326

Lori Dandridge Stoney,)

BY KCR)

Plaintiff,)

vs.)

Richard S.W. Stoney, Sr.,)

Defendant.)

ADDENDUM TO FINAL ORDER AND
ORDER ON MOTIONS TO
RECONSIDER

RECEIVED

May 24 2021

SC Court of Appeals

*Agreement made
for hearing
4/8/21
[Signature]*

This ADDENDUM TO FINAL ORDER AND ORDER ON MOTIONS TO RECONSIDER (hereinafter the "Addendum" or the "Agreement") is made and entered into this 8th day of April, 2021, in Charleston County, South Carolina, by and between Lori Dandridge Stoney (hereinafter "Wife") and Richard S.W. Stoney, Sr. (hereinafter "Husband").

WITNESSETH:

WHEREAS, Wife and Husband were married to each other on October 12, 1996, and of their marriage, one (1) child was born, a daughter, in 1999;

WHEREAS, the initial action was filed by Wife in Charleston County on April 23, 2009, under the original case number, 2009-DR-10-1638. Venue was transferred to Orangeburg County and the case was assigned docket number 2009-DR-38-521;

WHEREAS following a trial held March 28, 2009 through April 2, 2009 and from May 23 through May 27, 2009, on September 16, 2011, a FINAL ORDER was issued,

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Richard S.W. Stoney, Sr.'s Initials

[Signature]

addressing child custody, child support, spousal support, insurance, and equitable division;

WHEREAS, the parties filed appeals from this final order and the Court of Appeals issued its first Opinion filed July 27, 2016;

WHEREAS, this opinion was reversed by the South Carolina Supreme Court and following a remand, the Court of Appeals issued its second Opinion (the "2018 Opinion") filed August 29, 2018;

WHEREAS, the 2018 Opinion remanded the issues of an outstanding contempt issue, alimony, child support, life insurance, equitable division and attorney's fees and costs to the trial court;

WHEREAS, Husband's Motions for Rehearing and Petition for Certiorari to the Supreme Court were denied by Order dated June 28, 2019 and the Remittitur was filed on July 2, 2019;

WHEREAS, The Honorable Randall E. McGee changed venue back to Charleston County by ORDER CHANGING VENUE (By Agreement of All Parties) dated September 16, 2019;

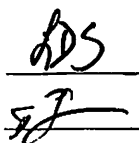
WHEREAS, by ORDER dated November 12, 2019 Chief Justice Donald W. Beatty assigned the case to The Honorable Arthur E. Morehead, III;

WHEREAS, the Final Hearing began on September 28, 2020 and concluded on the afternoon of October 6, 2020, the FINAL ORDER was filed on December 4, 2020, and the ORDER ON MOTIONS TO RECONSIDER was filed on January 6, 2021;

WHEREAS, on January 11, 2021, Husband filed his *Notice of Appeal* of the FINAL ORDER and ORDER ON MOTIONS TO RECONSIDER;

Lori Dandridge Stoney's Initials

Richard S.W. Stoney, Sr.'s Initials

Handwritten initials of Lori Dandridge Stoney (LDS) and Richard S.W. Stoney, Sr. (RSW) in black ink, each with a horizontal line underneath.

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Addendum to FINAL ORDER

WHEREAS, on January 14, 2021, Wife filed her *Notice of Cross Appeal* of a SUPPLEMENTAL TEMPORARY ORDER dated June 25, 2020, the FINAL ORDER, and the ORDER ON MOTIONS TO RECONSIDER;

WHEREAS, the Court of Appeals issued an ORDER on February 18, 2021 that remanded the case to the family court to hear a contempt petition and rule to show cause and to make a determination as to whether certain requirements of the FINAL ORDER are automatically stayed pending the appeal and allowed either party to appeal and seek immediate supersedeas;

WHEREAS, a hearing was held on March 10, 2021 and on March 22, 2021, Judge Morehead issued his ORDER ON RULE TO SHOW CAUSE FILED FEBRUARY 23, 2021;

WHEREAS, upon the Court's approval of this agreement, the parties desire to put an end to this litigation, simultaneously withdraw their respective appeals, agree that neither party shall appeal the March 22, 2021 ORDER ON RULE TO SHOW CAUSE, and enter into the following agreement, as an ADDENDUM TO FINAL ORDER AND ORDER ON MOTIONS TO RECONSIDER:

1. The parties desire to modify the following provisions of the FINAL ORDER AND ORDER ON MOTIONS TO RECONSIDER:

A. As to the FINAL ORDER filed December 4, 2020, the section entitled "ALIMONY", page 19, paragraph 36, provides as follows:

The parties were divorced on July 18, 2011, and the Plaintiff began earning over \$100,000 in 2017. Therefore, Defendant shall pay Plaintiff lump sum, non-modifiable alimony equivalent to \$3,000 per month for the 5 months in 2011 and the subsequent 5 years, for a total of sixty-five months, or \$195,000. Defendant started paying that on July 1st and the

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Court is giving him credit for those payments. Therefore, starting with the July 1, 2020 payment, he is required to pay Plaintiff \$3,000 per month in non-modifiable, non-taxable lump sum alimony for a total of sixty-five (65) months, totaling five (5) years and five (5) months. Assuming all payments are timely made, the last payment will be due on November 1, 2025.

- B. As to the FINAL ORDER filed December 4, 2020, the section entitled "LIFE INSURANCE", Page 44, Paragraph 78, provides as follows:

Per a prior order, this Court required Defendant to maintain at least \$1,000,000 in life insurance for the benefit of the Plaintiff under one of his two existing policies, and he has done that, covering Ms. Stoney for \$1,000,000 under the \$3,000,000 policy. He shall continue to maintain this insurance until he has met all of his obligations as set out below with regard to equitable division of the marital estate and attorneys' fees. Once he has done so, Defendant can lessen the Insurance from \$1,000,000 to \$200,000, solely to secure payment of the lump sum alimony. Upon his payment in full of the sums required for equitable division, as well as for the lump sum alimony, Defendant will no longer have an obligation to maintain life insurance for the benefit of the Plaintiff. Defendant shall immediately take whatever actions are necessary to allow Plaintiff to confirm the required coverage directly with the insurance company at any time, until the life insurance coverage is no longer required and provide Plaintiff with proof he has done so and contact information for the insurance company.

- C. As to the FINAL ORDER filed December 4, 2020, the section entitled "DIVISION OF MARITAL ESTATE", Page 44, Paragraph 78, provides as follows:

In Plaintiff's Exhibit 5, Mr. Hobbs valued all of the assets at \$6,353,675. As previously discussed in paragraph 73, his figure does not include the allocation of the Lake Julian loan to the parties amounting to \$247,952. That reduces the assets to \$6,105,723. Exhibit 5 included the non-marital assets involving Clouter Point, Kensington Plantation, and the 4 King Street properties. By taking out their values, along with the non-marital debt, the value of the marital estate is

\$2,978,679. After considering all of the direct and indirect contributions of the parties, the Court does not find that there should be a 50/50 division between them. Defendant should receive 60% or \$1,787,207.40 and Plaintiff should receive 40%, or \$1,191,471.60.

- D. As to the FINAL ORDER filed December 4, 2020, the section entitled "DIVISION OF MARITAL ESTATE", Page 44, Paragraph 79, provides as follows:

Considering that Plaintiff has received a total of \$21,820 for her bank account (\$1,820), the car (\$5,000), and one (Fraser) painting (\$15,000), the Court finds that Defendant owes Plaintiff \$1,169,651.60 to accomplish the 60/40 division of marital property.

- E. As to the FINAL ORDER filed December 4, 2020, the section entitled "DIVISION OF MARITAL ESTATE", Page 45, Paragraph 80, provides as follows:

Cash to Plaintiff: This Court orders that Defendant shall pay Plaintiff \$1,169,651.60 for her share of the marital estate, on or before January 15, 2021, through the office of McDougall, Self, Currence and McLeod, LLP, 791 Greenlawn Drive, Suite 4, Columbia, South Carolina 20209.

- F. As to the FINAL ORDER filed December 4, 2020, the section entitled "ATTORNEYS FEES", Page 54, Paragraph 91, provides as follows:

When considering all the factors, including the beneficial results obtained, the parties' financial conditions, and Defendant's conduct in this litigation, in discovery and at trial, as noted by this Court and the Court of Appeals, I find it appropriate that Defendant shall reimburse Plaintiff \$300,000 for her attorneys' fees and costs, with the same being paid through the office of McDougall, Self, Currence and McLeod, LLP, 791 Greenlawn Drive, Suite 4, Columbia, South Carolina 20209. Ms. Stoney will be responsible for the balance of her attorney fees and costs. The Court further finds that this award of attorney's fees is a domestic support obligation and is not part of the equitable apportionment.

- G. As to the FINAL ORDER filed December 4, 2020, the section entitled "ATTORNEYS FEES", Page 57, Paragraph 94, provides as follows:

This case has been going on for too long and needs to be over. Therefore, the Court is giving Defendant until January 15, 2021 to pay Ms. Stoney her equitable distribution of \$1,169,651.60, plus the contribution toward her attorney's fees of \$300,000.

- H. As to the FINAL ORDER filed December 4, 2020, the section entitled "ATTORNEYS FEES", Page 58, Paragraph 97 provides as follows:

If, however, Defendant Stoney does not fulfill his equitable division and attorney's fee obligation by Friday, January 15, 2021, Ms. Lori Stoney shall have the authority to sell that property. Specifically, it is the Order of this Court that if Defendant does not pay Plaintiff her equitable distribution payment of \$1,169,651.60, plus his required \$300,000 contribution towards her attorneys' fees, on or before January 15, 2021, then Plaintiff shall have the authority to sell the 101 Palm Boulevard property, which is a marital asset. Plaintiff shall have complete control over the sale of this property, to include selecting the realtor and working with the realtor to show the property. Under these circumstances, Defendant shall not interfere with, or otherwise obstruct, or try to preclude in any way the sale of the property and shall timely, upon presentment, sign all necessary documents to facilitate the listing and sale of the property.

- I. As to the FINAL ORDER filed December 4, 2020, the section entitled "ATTORNEYS FEES", Page 60, Paragraph 100 provides as follows:

Therefore, this Court finds that Defendant shall comply with the requirements of this Final Order and pay the Plaintiff \$300,000 towards her attorney's fees and her share of the equitable division, because, if he does not, the 101 Palm Boulevard property, will be sold, with Ms. Stoney in control, in order to satisfy Defendant's equitable division and attorneys' fee obligations.

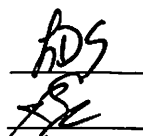
2. The aforementioned provisions of the FINAL ORDER shall be modified by the following:

A. Husband's obligation to pay Wife an equitable division payment in the amount of \$1,169,651.60 and his obligation to pay Wife attorney's fees in the amount of \$300,000 shall be modified to provide that Husband shall pay Wife, lump sum, non-modifiable alimony, nontaxable to Wife and nondeductible to Husband, in the amount of One Million Two Hundred Thousand (\$1,200,000.00) Dollars, with the same being paid by wire transfer directly to McDougall, Self, Currence and McLeod, LLP as follows:

- i. One Hundred Thousand (\$100,000.00) Dollars on or before 5:00 p.m. on May 14, 2021; and,
- ii. One Million One Hundred Thousand (\$1,100,000.00) Dollars on or before 5:00 p.m. on August 16, 2021.
- iii. If, however, Husband is delayed in making the \$1,100,000.00 payment by August 16, 2021, then Husband shall have the option to pay Wife, through McDougall, Self, Currence and McLeod, LLP, an additional lump sum non-modifiable alimony payment in the amount of Fifteen Thousand (\$15,000) Dollars by 5:00 p.m. on the Monday of each following week, beginning with August 16, 2021. For each \$15,000 payment as set forth above, Husband shall have an additional seven (7) days to make the \$1,100,000.00 payment required by Section 2.A.ii of this Agreement. Husband can only execute this option a maximum of four (4) times, with the final

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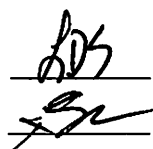
Addendum to FINAL ORDER

payment being required by 5:00 p.m. on September 6, 2021. If Husband fails to make any \$15,000 payment required by this Section by 5:00 p.m. on each Monday beginning with August 16, 2021 and ending on September 6, 2021, then Wife shall then have the ability to exercise the rights to sell 101 Palm Boulevard as afforded to her under this Agreement. If Husband does not pay the \$1,100,000.00 payment on or before September 13, 2021 or an earlier due date pursuant to the terms of this section, then on September 14, 2021 Wife shall then have the ability to exercise the right to sell 101 Palm Boulevard as afforded to her under this Agreement.

- B. So long as Husband has made the payments required by Paragraph 2.A above of this Addendum (\$100,000 by May 14, 2021 and \$1,100,000 by August 15, 2021 or some later date determined by Section 2.A.iii of this Agreement), beginning with the November 2021 alimony payment, the alimony payments may continue to be made monthly, or, they may be brought current quarterly, with alimony payments being brought current as of April 1st (for Q1), July 1st (for Q2) , October 1st (for Q3) and January 1st (for Q4) of each year.
- C. Pursuant to Paragraph 95 of the FINAL ORDER, Wife shall cooperate and will not interfere with Husband's ability to sell, encumber, re-finance, or otherwise leverage 101 Palm Boulevard or any other asset awarded to Husband in the FINAL ORDER following the execution of this Agreement. Wife shall cooperate and not interfere with any proposed transaction

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entered into by Husband to raise money to fund the payments outlined in Paragraph 2.A. For clarification and as illustration, if a bank, entity, or individual requires cancellation of the *lis pendens* or the Third Mortgage in order to complete a transaction that the proceeds of which will be used to make the payments described in Paragraph 2.A, Wife shall cooperate, executing any documents necessary to complete the transaction. Any document effectuating the cancellation and/or satisfaction of the Third Mortgage held on 101 Palm Boulevard to be executed by Wife shall be held in trust by the closing attorney for such a proposed transaction, and will only be recorded when there are sufficient proceeds to complete payment of the \$1,100,000.00 owed by Husband under Paragraph 2.A.ii of this Agreement. In such transactions, Husband shall authorize said closing attorney to distribute the proceeds of the transaction owed under Paragraph 2.A directly to Wife's counsel.

D. Upon receipt of the entire amount owed by Husband described in Paragraph 2.A of this Agreement (\$1,200,000 along with any amounts paid under Paragraph 2.A.iii), Wife shall, upon presentment, sign all documents, to be prepared by Husband, that are necessary to acknowledge satisfaction of the third mortgage filed November 10, 2020 and Wife shall sign, upon presentment by Husband, the documents necessary to cancel the *lis pendens* that she previously filed regarding 101 Palm Boulevard.

E. All terms of the FINAL AGREEMENT as set forth on page 20, paragraph 39 entitled "LIFE INSURANCE" shall be modified to read as follows:

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Per a prior order, this Court required Defendant to maintain at least \$1,000,000 in life insurance for the benefit of the Plaintiff under one of his two existing policies, and he has done that, covering Ms. Stoney for \$1,000,000 under the \$3,000,000 policy. He shall continue to maintain this insurance until he has met all of his obligations as set out in the Paragraph 2.A in the ADDENDUM TO FINAL ORDER AND ORDER ON MOTIONS TO RECONSIDER. Once he made the payments outlined in Paragraph 2.A of the ADDENDUM TO FINAL ORDER AND ORDER ON MOTIONS TO RECONSIDER, Defendant can lessen the Insurance from \$1,000,000 to \$200,000, solely to secure payment of the lump sum alimony. Upon his payment in full of the all sums required under the ADDENDUM TO FINAL ORDER AND ORDER ON MOTIONS TO RECONSIDER, Defendant will no longer have an obligation to maintain life insurance for the benefit of the Plaintiff. Defendant shall immediately take whatever actions are necessary to allow Plaintiff to confirm the required coverage directly with the insurance company at any time, until the life insurance coverage is no longer required and provide Plaintiff with proof he has done so.

- F. Wife shall not be permitted to sell the property located at 101 Palm Boulevard pursuant to the FINAL ORDER and ORDER ON MOTIONS TO RECONSIDER, provided that: (1) Husband timely makes the payments as set forth in paragraph 2.A above and (2) Husband does not file bankruptcy before making said payments to Wife.
- G. In the event, however, that Husband misses either due date, fails to pay all sums as required by this agreement in paragraph 2.A (\$100,000 by May 14, 2021 and \$1,100,000 by August 15, 2021 or some later date determined by Section 2.A.iii of this Agreement) or he files bankruptcy personally or on behalf of 101 Palm Boulevard, LLC before making said payments to Wife, then Husband shall be in default of the Agreement, at which time the terms of this Addendum shall be null and void, as more specifically stated below,

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and all terms of the FINAL ORDER and ORDER ON MOTIONS FOR RECONSIDERATION, including those stated in paragraphs 1(A-I) above, shall be revived and be in full force and effect and Wife shall be entitled to exercise the right to sell 101 Palm Boulevard as afforded to her under this Agreement.

- H. For clarification, if Husband defaults on his obligation to timely pay Wife as set forth in paragraph 2.A of this Agreement (\$100,000 by May 14, 2021 and \$1,100,000 by August 15, 2021 or some later date determined by Section 2.A.iii of this Agreement), then Husband shall sign a Purchase Contract and/or any other necessary documents for the sale of the property, immediately upon presentment by Wife. If Husband fails to immediately sign the contract and/or any other necessary documents for the sale of the property, then the Clerk of Court for Charleston County shall be directed to sign the contract and any other necessary documents for the sale of the property in place of Husband.
- I. For clarification, if Husband defaults on his obligation to pay Wife \$100,000.00, by wire transfer to Wife's attorney, on or before 5:00 p.m. on May 14, 2021, then on May 15, 2021, or thereafter, Husband shall sign a Purchase Contract and/or any other necessary documents for the sale of the property, immediately upon presentment by Wife. If Husband fails to immediately sign the contract and/or any other necessary documents for the sale of the property, then the Clerk of Court for Charleston County shall

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be directed to sign the contract and any other necessary documents for the sale of the property in place of Husband.

- J. For clarification, if Husband fails to pay Wife the full amount owed under Paragraph 2.A.ii of this Agreement (\$1,100,00.00) by 5:00 pm on either August 16, 2021 or some date to be determined by Section 2.A.iii of this Agreement, on the beginning on the day following the applicable deadline (not to exceed September 13, 2021), or thereafter, Husband shall immediately sign a Purchase Contract and any other necessary documents for the sale of the property, upon request by Wife, and if Husband fails to immediately sign the contract and any other documents necessary for the sale of the property, then the Clerk of Court for Charleston County shall be directed to sign such documents in the place of Husband.
- K. For clarification, in the event a bankruptcy petition under any chapter of the bankruptcy code (11 U.S.C. § 101, et seq.) is filed by or against Husband, personally or on behalf of 101 Palm Boulevard, LLC before Husband makes payment of \$1,200,000 to Wife, Husband shall be in default of the terms of this Addendum and upon entry of an Order granting Wife relief from the automatic stay, to which Husband specifically consents, Husband shall sign a Purchase Contract and any other documents necessary for the sale of 101 Palm Boulevard immediately upon presentment by Wife, and if Husband fails to immediately sign the contract and any other documents necessary for the sale of 101 Palm Boulevard, then the Clerk of Court for

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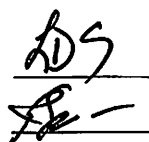
Charleston County shall be directed to sign the contract and any other documents necessary for the sale of 101 Palm Boulevard for Husband.

L. AS ADDITIONAL CONSIDERATION FOR THIS ADDENDUM, HUSBAND AGREES THAT, IN THE EVENT A BANKRUPTCY PETITION UNDER ANY CHAPTER OF THE BANKRUPTCY CODE (11 U.S.C. § 101, ET SEQ.) IS FILED BY OR AGAINST HUSBAND, HUSBAND WILL NOT DIRECTLY OR INDIRECTLY OPPOSE, OBJECT TO, OR OTHERWISE DEFEND AGAINST WIFE'S EFFORTS TO GAIN RELIEF FROM THE AUTOMATIC STAY IMPOSED BY 11 U.S.C. § 362 FOR ANY REASON.

3. The parties acknowledge and agree that it is their intent to forever bring an end to this litigation. Accordingly, upon payment by Husband of the \$1,200,000 described in Paragraph 2.A. of this Agreement, the issues of equitable division payment and attorney's fees shall be deemed fully resolved, and neither party shall have any right to file a Contempt Petition or seek a Rule to Show Cause against the other for any reason under any Order issued in this case (2019-DR-10-3326) or the initial action (2009-DR-10-1638, 2009-DR-38-521) except to enforce the payment of a late or missed alimony payment as set forth above in paragraph 2.B or the transfer of property pursuant to the FINAL ORDER.
4. Upon payment of the full amount owed under Paragraph 2.A of this Agreement (\$1,200,000.00 plus any additional payments under Paragraph 2.A.iii of this Agreement), the following Paragraphs of the FINAL ORDER shall be considered stricken from the FINAL ORDER and will no longer be considered findings of the Family Court: Paragraphs 22, 23, 24, 25, 26, 27, 28, 29, 30, 31(4) as it relates to

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Defendant or any associated business entity, 31(5), 31(8), 31(10), 44(3)(k) as it relates to Rule 37, SCRPC and Requests to Produce; the last sentence of Paragraph 86; Paragraph 87, 88(3), and Paragraph 89(b), except as it relates to Mr. Sanchez. However, if Wife has to file a Rule to Show Cause related to Husband's failure to pay alimony or comply with the transfer of personal property under this Addendum and the FINAL ORDER, Wife shall be able to rely upon any of the stricken provisions listed above in pursuing that Rule to Show Cause.

5. All other provisions of the FINAL ORDER filed December 4, 2020, and the ORDER ON MOTIONS TO RECONSIDER filed January 6, 2021, not specifically modified herein shall remain in full force and effect. Notwithstanding the foregoing, the figures, values, and valuations set forth in the Final Order shall have no bearing on any matter outside of the present Family Court case.
6. Husband filed a *Notice of Appeal* on January 11, 2021, Appellant Case No. 2021-00064. Wife filed a *Notice of Cross-Appeal* on January 19, 2021. Wife filed then *Respondent-Appellant's Motion to Remand and Expedite Appeal* on January 25, 2021. The case was remanded by Order filed February 18, 2021 for the family court to hear a contempt petition and rule to show cause and to make a determination of whether the final order is automatically stayed. Both parties have indicated their intent to file a motion for the trial court to reconsider its March 22, 2021 ORDER ON RULE TO SHOW CAUSE, and presumably intend to appeal this Order.
7. By this agreement, Husband shall dismiss his *Notice of Appeal* filed on January 11, 2021, Appellant Case No. 2021-00064, and Wife shall dismiss her *Notice of*

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Cross-Appeal filed on January 19, 2021. Wife and Husband agree to waive the right for each to file a motion asking the family court to reconsider its March 22, 2021 ORDER ON RULE TO SHOW CAUSE. Wife and Husband further agree to waive their respective rights to appeal the March 22, 2021 ORDER ON RULE TO SHOW CAUSE. It is the desire of both parties to waive all further rights to reconsider or appeal any other Orders which might be issued in the future in the above captioned matter. If necessary, the parties agree to request that the Court of Appeals again remand the case to the family court to approve this Addendum.

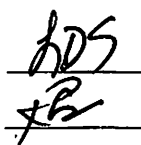
8. In the event Husband fails to make the required payments under Paragraph 2.A (\$100,000 by May 14, 2021 and \$1,100,000 by August 15, 2021 or some later date determined by Section 2.A.iii of this Agreement) or files for bankruptcy before payment in violation of Paragraph 2.F and 2.J of this Agreement, (1) all terms and provisions of the FINAL ORDER and ORDER ON MOTIONS FOR RECONSIDERATION, including those stated in paragraphs 1.A-1.I above, shall be revived and be in full force and effect and (2) the equitable division payment in the amount of \$1,169,651.60, which the Court has now determined to be lump sum, non-modifiable alimony, and the attorney's fee in the amount of \$300,000 shall be reinstated in their entirety with post judgment interest accruing from January 15, 2021. This paragraph is predicated upon Wife signing any documents, such as mortgage satisfactions or release of lis pendens, to enable Husband to raise capital to pay the amounts owed under paragraph 2.A. of this agreement

GENERAL PROVISIONS

The parties represent to each other and further agree to the following:

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- A. Each party acknowledges that he and she are fully informed as to his or her legal rights and obligations, each of them has entered into and executed this Agreement after conferring with his or her independent attorneys, or with the knowledge of such opportunity, and having such knowledge and/or opportunity, and each of them executes this Agreement freely and voluntarily, intending to be bound by it and intending that it should be enforceable by either party by proceedings in the Charleston County Family Court of the State of South Carolina.
- B. This Agreement expresses the entire agreement between the parties, supersedes any prior understandings or agreements between them, and there are no other representations or warranties other than those expressly set forth herein, but any portion hereof may be altered, removed or added to by written consent duly signed and acknowledged by each of the parties hereto.
- C. No waiver of any breach by any party of the terms of this Agreement shall be binding upon any other party unless reduced to writing and subscribed to by all of the parties.
- D. This Agreement was duly executed and delivered in South Carolina, and its terms and conditions shall be governed by and interpreted under the laws of the State of South Carolina.
- E. The parties acknowledge and agree that they have entered into this Agreement to bring an end to this litigation; to resolve all claims, known or unknown as of the date of this Agreement, that have been brought or could

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have been brought against the other; and to move on with their respective lives. The parties further acknowledge and agree that it would be improper for either party to bring or participate, directly or indirectly, in any action against the other involving and/or related to any aspect of the marital estate and/or this marital litigation unless required by a subpoena or court order, and only to the limited extent required by either.

F. Each party solemnly agrees to seek and support the Court's approval of this Agreement and to do nothing in derogation thereof or in any way attempt to discourage such approval by the Court.

WHEREFORE, we hereby subscribed our names at the end of this instrument, consisting of 17 pages, typewritten on one side only of each page, and for the purposes of identification, we have subscribed our initials at the bottom of each page on the date or dates as hereinbelow indicated.



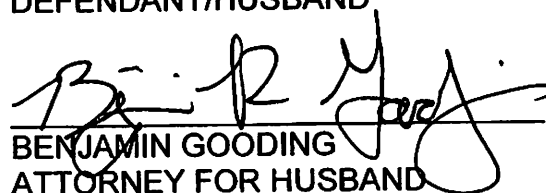
LORI DANDRIDGE STONEY
PLAINTIFF/WIFE



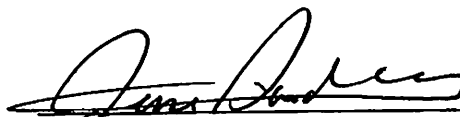
RICHARD S.W. STONEY, SR.
DEFENDANT/HUSBAND



PETER G. CURRENCE
ATTORNEY FOR WIFE



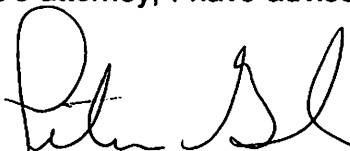
BENJAMIN GOODING
ATTORNEY FOR HUSBAND



JESSE SANCHEZ
ATTORNEY FOR HUSBAND

ATTORNEY CERTIFICATION

I, Peter G. Currence, an attorney licensed to practice in South Carolina, certify that I have examined the AGREEMENT by and between LORI DANDRIDGE STONEY (herein "Wife") and RICHARD S.W. STONEY, SR. (herein "Husband"), both residing in Charleston County, South Carolina and that as Wife's attorney, I have advised her with regard to her rights and responsibilities thereunder.



PETER G. CURRENCE

Dated: 2/18/21

ATTORNEY CERTIFICATION

I, Benjamin R. Gooding, an attorney licensed to practice in South Carolina, certify that I have examined the AGREEMENT by and between LORI DANDRIDGE STONEY (herein "Wife") and RICHARD S.W. STONEY, SR. (herein "Husband"), both residing in Charleston County, South Carolina and that as Husband's attorney, I have advised him with regard to his rights and responsibilities thereunder.

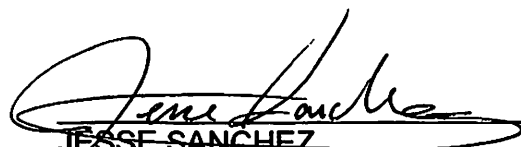


BENJAMIN R. GOODING

Dated: 4-8-21

ATTORNEY CERTIFICATION

I, Jesse Sanchez, an attorney licensed to practice in South Carolina, certify that I have examined the AGREEMENT by and between LORI DANDRIDGE STONEY (herein "Wife") and RICHARD S.W. STONEY, SR. (herein "Husband"), both residing in Charleston County, South Carolina and that as Husband's attorney, I have advised him with regard to his rights and responsibilities thereunder.



JESSE SANCHEZ

Dated: April 8, 2021

Lori Dandridge Stoney's Initials

LD

Richard S.W. Stoney, Sr.'s Initials

RS