

**IN THE SUPERIOR COURT OF COBB COUNTY  
STATE OF GEORGIA**

<b>REBECCA L. STORMANT</b>  <b>PLAINTIFF,</b>  v.  <b>EDMUND D. STORMANT</b>  <b>DEFENDANT.</b>	<b>CIVIL ACTION FILE NO.</b>  _____          <b>SETTLEMENT AGREEMENT</b>
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**THIS SETTLEMENT AGREEMENT** (hereinafter referred to as the "Agreement"), made and entered into by and between the parties to the above-captioned action for divorce, Rebecca Stormant (hereinafter referred to as "Wife") and Edmund Stormant (hereinafter referred to as "Husband");

**WHEREAS**, the parties hereto are Husband and Wife, having been lawfully married November 2, 2002, and are now living separate and apart in a bona fide state of separation; and

**WHEREAS**, there are no minor children born as issue to this marriage and none are expected; and

**WHEREAS**, each of the parties as Husband and Wife is desirous and willing to compromise all claims of every nature, kind and character against the other arising out of their marriage and arising from any other cause;

**WHEREAS**, there is presently pending in the Superior Court of COBB County, Georgia, a suit for divorce, the same being styled as shown above;

**WHEREAS**, the parties admit that the marriage between them is irretrievably broken, they are unable to cohabit as Husband and Wife, there are no prospects for a reconciliation, they have heretofore separated and are now living in a bona fide state of separation which is permanent, and it is their intention to live separate and apart the rest of their lives;

**WHEREAS**, in view of their intention to live separate and apart from each other permanently, the parties hereto are desirous of settling all the financial and property rights existing between the parties, including alimony and maintenance, the division of real and personal property, the payment of debts, attorneys' fees, and all other rights, claims, or obligations arising between them out of their marital relationship or otherwise, and have agreed upon terms and conditions for the settlement of such matters and for the other matters hereinafter recited in this Agreement;

**WHEREAS**, the parties hereby have been fully, separately, and independently apprised and advised of their respective legal rights, remedies, privileges, and obligations, arising out of the marriage relation or otherwise, and each having, in addition thereto, made independent inquiry and investigation with respect to all of the same, and each having been fully informed of the other's assets, property, holdings, income and prospects to each's respective satisfaction;

**WHEREAS**, each party is acting freely and voluntarily, under no compulsion or duress, and in consideration of the present income, earning capacity, and financial circumstances of each of the parties; and,

**WHEREAS**, the parties hereby each warrant and represent to the other that they, and each of them, fully understand all the terms, covenants, conditions, provisions and obligations incumbent upon each of them by virtue of this Agreement to be performed or contemplated by each of them hereunder and each believes the same to be fair just, reasonable and to his and her