

IN THE SUPERIOR COURT OF CHATHAM COUNTY  
STATE OF GEORGIA

SALLY H. PERRY

Plaintiff,

vs.

PATRICK H. PERRY, JR.

Defendant.

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CIVIL ACTION NO.: SPDR24-00918

**SEPARATION AGREEMENT**

This Separation Agreement ("Agreement") is entered into between Sally H. Perry ("Wife" or "Mother"), a Georgia resident, and Patrick H. Perry, Jr., ("Husband" or "Father"), a Georgia resident, collectively referred to as the Parties.

WHEREAS, the Parties are married but are now living in a bona fide state of separation;  
and

WHEREAS, in consequence of disputes and irreconcilable differences, and in view of their intentions to live apart for the rest of their lives, they are desirous of settling the issues of property division, support, and all of the matters arising out of the marriage of the Parties and the dissolution of that marriage;

NOW THEREFORE, in consideration of the promises and the mutual covenants herein made, the Parties agree as follows:

1. **CUSTODY AND VISITATION.** The Mother and Father shall share joint legal custody of the Parties' minor children, to-wit: Patrick, a child born in 2008; and Allen, a child born in 2011. The Mother shall have primary physical custody of the minor child and all tie-breaker authority. The custodial rights of both Parties are fully set forth in the Parenting Plan attached hereto and fully incorporated herein.

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2. **CHILD SUPPORT.** Neither party shall pay child support to the other. The parties shall share child expenses as allocated in the Child Support Addendum attached hereto and incorporated herein in its entirety.

3. **EDUCATION EXPENSES.** Mother is 100% responsible for either child's private school tuition.

4. **SEPARATE LIVING.** The Parties shall continue to live separate and apart, and each shall be free from interference, molestation, authority, and control, direct or indirect, by the other, as fully as if sole and unmarried.

5. **ALIMONY.** Neither Husband nor Wife shall recover any alimony from the other. The parties hereby waive any claim and demand for alimony against each other. The parties both hereby waive their respective statutory rights to future modifications, up or down, of periodic alimony payments, based upon a change in the income or financial status of either party. The statutory modification rights waived herein shall include those rights set out in O.C.G.A. Section 19-6-19, et. Seq., and similar laws of this state and of any other jurisdiction.

6. **PROPERTY DIVISION.** The Parties have acquired during the coverture of their marriage assets which they intend to be equitably divided in the manner set forth in this paragraph. All transfers contained herein are done so with the intention of making tax free transfers of marital assets as contemplated by the Tax Reform Act of 1984, or similar laws, as amended. Specifically, the Parties agree that the transfers will be transfers "incident to divorce" and therefore non-taxable. The Parties agree to transfer title to their assets and make all payments of monies and benefits as a division of properties outlined below:

- (a) **Marital Home.** The Marital Home is located at 1 Skipjack Lane, Savannah, GA 31411. Wife hereby receives 100% all right, title and interest to the Marital

Home. Wife shall be solely liable for any indebtedness presently outstanding on said property (including all mortgage payments, HELOC payments and other debt services as well as all property taxes, homeowner's insurance premiums, penalties, and assessments connected with the said residence) and any repairs. Wife shall transfer all utilities for the residence to her name immediately and shall be solely responsible for any expense to do so and shall be solely responsible for all utilities for the residence after the signing of this Agreement. Husband shall quit claim his interest in this property immediately upon receipt of his equity payment as described below.<sup>1</sup> Husband shall vacate the Marital Residence by September 1, 2024. He shall remove all personal property and furnishings awarded pursuant to this Agreement by September 1, 2024, or they are otherwise "abandoned." Husband shall ensure that he maintains the home in good working order and does not damage and/or cause damage to any component of the Marital Residence while he is authorized to remain therein.

- i. Wife and Husband have agreed for Wife to obtain a loan to pay Husband \$170,000 for Husband's interest in the Marital Residence. Wife has already taken efforts to apply for this loan; and will pay Husband immediately upon receipt of the funds. If Wife does not qualify for this loan within sixty (60) days of the execution of this Agreement, Wife shall immediately place the Marital Residence for sale on the open market. The parties will list the home

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<sup>1</sup> This is assuming that Wife does not need the Quitclaim Deed for assumption purposes. If she, for any reason, needs a Quitclaim Deed for assumption purposes, Husband will coordinate the transfer of title so that she qualifies for assumption.

for sale with Nicole Casino; and will list the home in "as is" condition. The parties will evenly divide the proceeds from the sale of the marital residence after the mortgage, realtor fees, closing costs, or any other costs associated with its sale, are deducted from the gross sales price. In the event of a sale, Husband will receive 50% of the net proceeds in lieu of the \$170,000 property division payment addressed at the beginning of this Paragraph.

- ii. Wife shall assume any and all liability of the existing mortgage within ninety (90) days of the entry of the Final Judgment and Decree. To the extent that she does not qualify for loan assumption, she shall refinance the existing mortgage within six (6) months of the entry of the Final Judgment and Decree of Divorce. To the extent that the Wife has not assumed and/or refinanced the home mortgage within six (6) months of the entry of the Final Judgment and Decree of Divorce, Wife shall immediately place the marital residence for sale on the open market and Husband shall receive 50% of the net proceeds of the sale of the marital residence LESS the \$170,000 lump payment identified in the Paragraph above; and Wife shall receive 50% of the net proceeds of the sale of the marital residence PLUS reimbursement of the \$170,000 lump payment identified above. If Wife has not yet paid Husband the \$170,000<sup>2</sup> lump sum payment identified above, then each

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<sup>2</sup> The parties understand that Wife cannot make \$170,000 lump sum payment unless she qualifies for assumption and a \$170,000 loan. If she does not qualify for both, and the Marital Home is sold, the Husband will not receive the \$60,000 via QDRO from Wife's 401(K) (see subparagraph (b) on the following page), the Husband will not receive the \$170,000 lump sum payment, AND the parties will share 50/50 in the net proceeds from the sale of the Marital Home. If Wife assumes the mortgage AND is approved for the \$170,000 loan, the Husband will receive a lump sum of \$170,000 AND \$60,000 via QDRO from Wife's 401(K) as described in subparagraph (b) on the following page.

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party shall receive 50% of the net proceeds and Husband is no longer owed the \$170,000 lump payment identified above. For purposes of this Agreement, net proceeds is defined as the gross proceeds due to the sellers under the contract for sale less the following: any existing mortgages, liens, or encumbrances on the marital residence, pro-rated taxes due and owing, any commissions due and owing, any closing costs due and owing, and any costs or expenses identified in the contract for sale of the marital residence due and owing at the time of the closing..

(b) **Retirement Funds.** Each Party shall have the retirement accounts or pension funds held in his or her name alone and each Party waives any claim that he or she may have to the other Party's retirement accounts, with the exception of Wife's 401(K) in the event she qualifies to (1) assume liability for the existing mortgage on the marital residence; and (2) obtain a loan in the amount of \$170,000 to pay Husband as described in subparagraph (a) above. In the event that the wife qualifies for assumption and the property division payment loan, Husband shall receive \$60,000 of Wife's 401(K) with Fidelity (account ending in 0266 with present value of approximately \$490,00). The Husband shall be responsible for drafting and submitting the QDRO (after Wife has opportunity to approve the QDRO). The Husband is responsible for any administrative fee associated with the QDRO. The Husband's award pursuant to the Paragraph shall be subject to gains and losses from the entry of the Final Judgment and Decree until the date of division/segregation. If Wife does not qualify for assumption and the property division payment loan, and the Marital Home has to be sold with the parties splitting

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the equity 50/50, Wife will receive 100% of her Fidelity 401(K). Husband shall receive 100% of his Synovus 401(K) (account ending in 1601 with present value of approximately \$71,000).

- (c) Investments. Wife shall receive 100% right, title and interest to her Morgan Stanley Assets Account (account ending in 7036 with a present value of approximately \$225,000). Husband shall receive 100% right, title and interest to the Synovus Brokerage account currently titled in Wife's name (Account ending in 2495 with present value of approximately \$206,000).
- (d) Vehicles. The Husband shall have possession of and title to the Ford F-150 Lariat automobile in his possession and be responsible for any debt, maintenance, and insurance thereon.

The Wife shall have possession of and title to the 2023 BMW X3 and 2016 Chevrolet Tahoe, and shall be responsible for any debt, maintenance and insurance thereon.

- (e) Landings Membership. Wife shall receive 100% right, title and interest to the parties' Landings Membership. She will authorize Husband to use this membership so long as he remains residing in the Landings, is financially responsible for ALL golf-related membership dues and/or charges, is financially responsible for his personal charges to the Landings Membership, is financially responsible for the children's charges to the Landings Membership during his time, and is financially responsible for the children's golf charges. Husband will have right of first refusal to take over the Landings Membership in the event Wife relocates out of the Landings and/or does not wish to maintain the Landings Membership anymore.

(f) Accounts. Each party shall receive any and all bank accounts, savings accounts, investment accounts and/or any other liquid account in his/her name only. Wife shall receive 100% of the Truist Savings Account (account ending in 1243 with the present value of approximately \$60,000) which is money saved for the children's college education. The Wells Fargo Joint Accounts (account ending in 5357 with the present value of approximately \$25,350,36 and account ending in 3934 with a present value of approximately \$3,371) shall be split evenly on the date of divorce with each party receiving 50%. Neither party shall withdraw from this account, or access funds from this account, with the exception of the \$133.68 that debits the 15<sup>th</sup> of each month. The parties will work together to close these accounts within ten (10) days of the entry of the Final Judgment and Decree of Divorce.

(g) Businesses, Corporations and/or Entities. The Husband shall retain his ownership interest in the following businesses, corporations, and/or entities: Tour Junkies, LLC and DPH Technologies, LLC. To the extent the Wife has any interest in these entities, the Wife hereby relinquishes said interest to the Husband who shall be awarded sole ownership by virtue of the Final Judgment and Decree of Divorce. The Wife shall execute any and all documents necessary to transfer her interest in the above-referenced entities to the Husband, to resign as an officer and/or board member of the above-referenced entities, if applicable, and to transfer any shares she may have in the above-referenced entities to the Husband. The Husband shall receive all value, equipment, accounts receivable, property, inventory, and all other assets associated with the above-referenced entities (proportionate to his ownership interest after the

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Wife's transfer of her interest to the Husband). The Husband shall be responsible for all credit cards, accounts payable, taxes, grants, notes, mortgages, leases, and/or any other debts/obligations associated with the above-referenced entities and shall indemnify and hold the Wife harmless from liability for such debts and any known or unknown liability or obligation that has arisen or may arise as a result of his interest in the entities.

(h) Personal Property and Home Furnishings. The Wife shall receive all of her separate property, jewelry and/or personal effects in her possession. The Husband shall receive all of his separate property, jewelry and/or personal effects in his possession. The Wife shall further retain all items and/or furniture in the home office, book shelf décor and the children's bedrooms. The Husband shall further retain all items and/or furniture in the podcast room, the espresso machine and all grills. Any other furniture shall be amicably divided by the parties with each retain approximately ½ of the remaining home furniture and furnishings.

(i) Golf Cart. The Wife shall receive all right, title and interest in the golf cart. She is responsible for 100% of the golf cart's expenses.

(j) Boat. The Husband shall receive all right, title and interest to the 2015 Key West Boat, 2015 Yamaha 115 motor and the 2015 Westco Boat Trailer. He is responsible for 100% of the boat, trailer and motor's expenses.

7. LIFE INSURANCE: Wife shall maintain her current life insurance policy and death benefit of \$500,000 that she is provided through employment. She shall designate each child as 50% beneficiary of her policy and death benefit until the earlier of the youngest child's graduation from college OR the youngest child's twenty-third birthday.



Husband shall maintain his current life insurance policy with Talcott Resolution Life (formerly Hartford) with a death benefit of \$500,000. Husband shall designate each child as 50% beneficiary of his policy and death benefit until the earlier of the youngest child's graduation from college OR the youngest child's twenty-third birthday. Each party shall authorize and release to the other the right to discuss and/or obtain any and all information/documentation related to the other's life insurance policy directly from the provider.

8. **DEBTS.** Neither Party shall incur any additional debt in the name of the other Party. Husband is 100% responsible for the Synovus Equity Line debt (account ending in 4366 with approximately \$42,000 presently owed). The parties shall evenly split the 2023 IRS and/or State of Georgia Tax Debt with Wife paying 50% and Husband paying 50%, however Husband's obligation shall not exceed \$8,000.00. In the event the total 2023 tax liability is greater than \$16,000.00 then Husband shall only be responsible for payment of \$8,000.00 and Wife shall be responsible for the remainder. In the event the parties receive a refund for the 2023 tax year then Husband shall receive 100% of that refund. Each party is otherwise responsible for all debt in his or her name alone.

9. **TAX ISSUES.**

- (a) **Tax Return.** The Parties shall file separate tax returns for 2024 and each year thereafter. Each Party shall be responsible for any liability associated with his or her tax returns and shall be entitled to any refund that he or she receives from his or her tax returns. Wife shall claim the children on her taxes
- (b) **Tax Advice.** The Parties acknowledge that the Tax Reform Act of 1984 and 1986, and all amendments thereto, created changes in the tax law as it affects the

dissolution of marriage and the taxes associated with the division of property, alimony, etc. The attorneys for the Parties do not hold themselves out as being experts in tax-related matters and have, therefore, recommended that the Parties consult with tax specialists regarding the potential tax consequences of this Agreement. By execution hereof, the Parties hereby acknowledge such recommendation and confirm that they have sought and obtained advice with regard to such tax matters, and each Party is satisfied with the tax consequences which may affect him or her by the execution of this Agreement.

10. HOLD HARMLESS AND INDEMNIFY. If legal action is brought against the Wife to recover any of the Husband's debts assumed under this Agreement, the Husband agrees to indemnify and hold her harmless, and, in addition, to pay all attorney's fees and costs of collection which may be incurred as a result of such liability. Similarly, if legal action is brought against the Husband to recover any of the Wife's debts assumed under this Agreement, the Wife agrees to indemnify and hold him harmless, and, in addition, to pay all attorney's fees and costs of collection which may be incurred as a result of such liability.

11. OPPORTUNITY TO CONDUCT DISCOVERY. The Parties hereby acknowledge that they have been advised of their rights under the Georgia Civil Practice Act to conduct formal discovery, investigations and analysis of the assets, liabilities and income of each other. They have knowingly and voluntarily chosen to forego such discovery and to accept the provisions of this Settlement Agreement on the basis of information acquired by them informally and without such discovery.

12. DISCLOSURE OF ALL ASSETS. The Parties each agree that this Settlement Agreement is made with the express understanding that each has fully disclosed to the other all

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property in which they have an interest, including, but not limited to, all retirement benefits, savings plans, monies on deposit, cryptocurrency and all other personal and real property in which each Party claims an interest.

13. APPLICABLE LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

14. ATTORNEY'S FEES. Each Party shall be responsible for his or her own attorney's fees and costs incurred in pursuing this action.

15. EFFECTUATION. The Parties shall execute all documents, perform all acts, and do all things to transfer any of the assets, or to effectuate any of the provisions and conditions set forth herein.

16. VOLUNTARY AGREEMENT AND REPRESENTATION. The Parties acknowledge that they are entering into this Agreement freely and voluntarily; that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; and that they clearly understand and assent to all the provisions hereof. The Husband is represented by Lily Lutton, Esq.. The Wife, is represented by Megan H. Lane, Esq.

17. USE OF AGREEMENT. The Parties understand that this Agreement does not obligate the Parties to continue to live in a state of separation or to proceed with an action for divorce. However, in the event that either Party shall bring or maintain an action for dissolution of the marital relationship, or for separate maintenance, this Agreement shall be presented to the Court and incorporated by reference into any judgment or decree concerning the matter provided herein. Notwithstanding such incorporation, this Agreement shall survive and be enforceable independently of the judgment or decree.

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18. PARTIAL INVALIDITY. If any provision of this Agreement is held by a Court of competent jurisdiction, in this or any other State, to be invalid, void or unenforceable, then the remaining provisions shall continue in full force and effect, without being impaired or invalidated in any way.

19. ENTIRE AGREEMENT. This Agreement supersedes any and all other Agreements, either oral or in writing, between the Parties relating to the rights and liabilities arising out of the marriage. This Agreement contains the entire agreement of the Parties. This Agreement may only be amended or modified by a written instrument signed by both Parties.

20. WAIVER OF ESTATE RIGHTS. The Parties hereby waive and release any right or claim including, but not limited to, the right of dower, courtesy, year's support and any right of inheritance pursuant to the laws of intestacy that he or she may have against the other or his or her estate by reason of the marriage of the Parties except for those rights and claims for which this Agreement provides. The Parties waive any legal right he or she may have to be appointed administrator of the estate of the other.

21. REVOCAION OF POWERS OF ATTORNEY. In the event either party has signed any powers of attorney during the marriage of the parties appointing the other party as his or her attorney in fact, including but not limited to, any general powers of attorney, any limited powers of attorney or any health care powers of attorney, the parties agree that, upon execution of this Agreement, any such powers are hereby revoked and voided as a result of the signing of this Agreement.

22. RELEASE. Except as provided in this Agreement, and any claims arising from the Temporary Order, the Parties do mutually remise, release and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in

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equity, which each of them ever had, has or may hereafter have against the other upon or by reason of any matter, cause, act, thing up to the date of this Agreement.

23. **JOINT AGREEMENT.** The Parties acknowledge that this Agreement is the product of the joint efforts of the Wife and Husband and is not drafted solely by either of them. Any ambiguity created herein shall not be construed against either the Wife or the Husband as the drafter of the document.

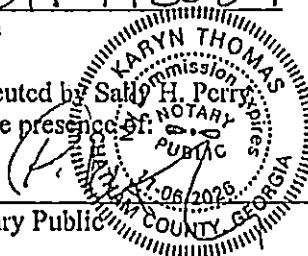
IN WITNESS WHEREOF, the Parties have signed their names and affixed their seals to this Agreement, in the County of CHATHAM, State of Georgia, with the effective date of this Agreement being the latest date designated below.

8/14/2024  
Date

*Sally H. Perry* {SEAL}  
Sally H. Perry

Executed by Sally H. Perry  
in the presence of:

*Karyn Thomas*  
Notary Public



*Donna Howell*  
Witness

8/14/2024  
Date

*Patrick H. Perry, Jr.* {SEAL}  
Patrick H. Perry, Jr.

Executed by Patrick H. Perry, Jr.  
in the presence of:

*Andrea G. Miller*  
Notary Public

*Greene-Anne Taylor*  
Witness

ANDREA G. MILLER  
NOTARY PUBLIC  
Chatham County  
State of Georgia  
My Commission Expires July 9, 2028

*MAP SJP*

IN THE SUPERIOR COURT OF CHATHAM COUNTY  
STATE OF GEORGIA

SALLY PERRY,

Petitioner,

v.

PATRICK H. PERRY, JR.,

Respondent,

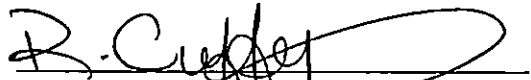
Civil Action No: SPDR24-00918-J6

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that a copy of the foregoing has been served on every party by U.S. Mail, email, or the electronic filing system.

This 13 day of September, 2024.

Respectfully submitted,



Rebecca Cuffy  
Administrative Assistant to  
Superior Court Judge Tammy Stokes