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Shelby Cnty Judge of Probate, AL
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James W. Fuhrmeister
Judge of Probate

TRUST SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into effective as of March 13, 2012, by and among Jack I. Gillespie, individually and as Trustee of the Family Trust created under the Last Will and Testament of Johnilea L. Gillespie, deceased (the "Family Trust") (Jack I. Gillespie hereinafter referred to individually as "Jack" and, as it relates to his capacity as Trustee of the Family Trust, as "Trustee"), Michael A. Gillespie ("Michael"), Jack I. Gillespie, Jr. ("Jack Jr.") and David L. Gillespie ("David"), as follows:

WITNESSETH:

WHEREAS, Johnilea L. Gillespie ("Johnilea") died on May 19, 2011 and her Last Will and Testament (the "Will") was admitted to probate in the Shelby County Probate Court Case Number PR-2011-000419;

WHEREAS, Jack and Johnilea have three (3) children, namely, Michael, Jack Jr. and David;

WHEREAS, upon the death of Johnilea, ITEM IV of the Will, appearing on pages 3 and 4, gives and devises the residue of her estate to the Family Trust;

WHEREAS, the residue of the estate currently consists of those assets listed on Exhibit "A";

WHEREAS, pursuant the terms of the Will, upon the death of Johnilea, her husband, Jack, is designated to serve as Trustee of all trusts created under said Will, including Trustee of the Family Trust;

WHEREAS, Jack is the sole beneficiary of the Family Trust during his lifetime;

WHEREAS, upon Jack's death, the Trust divides into equal shares for Michael, Jack Jr. and David, and each such share is then distributed outright to him, if living, and if not, to his descendants;

WHEREAS, the primary purpose in creating the Family Trust was to avoid and/or minimize any estate tax liability which could arise upon the death of Jack;

WHEREAS, absent estate tax planning, Johnilea's intent was to transfer all assets of her estate to Jack, outright and free of trust, upon her death;

WHEREAS, due to changes in the federal tax laws, including the significant increase in the estate tax applicable exclusion amount, any exposure to estate tax liability upon the death of Jack has been greatly reduced, if not eliminated entirely, thus, rendering the purpose of the aforesaid Family Trust unnecessary and contrary to Johnilea's original intent;

WHEREAS, as a result of the aforesaid unforeseen changes in the federal tax laws, the parties hereto are desirous of terminating the Family Trust and distributing all of the assets of the Family Trust to Jack, outright and free from trust;

WHEREAS, Section 19-3B-111 of the Alabama Uniform Trust Code (the "Code") provides that certain matters with respect to a trust may be resolved by a nonjudicial settlement agreement (including the final settlement of a trust) by and among the "interested persons" with respect to such trust as long as such agreement does not violate a material purposes of the trust and includes terms and conditions that could be properly approved by a court;

WHEREAS, Section 19-3B-412(a) of the Code provides that a court may modify the administrative or dispositive terms of a trust or terminate the trust, if because of circumstances not anticipated by the settlor, modification or termination will further the purposes of the trust and such modification is made in accordance with the settlor's probable intention;

WHEREAS, Jack is a party to this Agreement, in his individual capacity and in his capacity as Trustee of the Family Trust;

WHEREAS, Michael is a party to this Agreement in his individual capacity and in his capacity as representative of his minor and/or unborn descendants pursuant to Section 19-3B-303(6) of the Code;

WHEREAS, Jack Jr. is a party to this Agreement in his individual capacity and in his capacity as representative of his minor and/or unborn descendants pursuant to Section 19-3B-303(6) of the Code;

WHEREAS, David is a party to this Agreement in his individual capacity and in his capacity as representative of his minor and/or unborn descendants pursuant to Section 19-3B-303(6) of the Code;

WHEREAS, there is no conflict of interest between Michael, Jack Jr. and David and their respective minor and/or unborn descendants;

WHEREAS, Michael, Jack Jr., and David, individually and/or as representative of his minor and/or unborn descendants, and Jack, individually and as Trustee, constitute all of the "interested persons" (as defined in Section 19-3B-111(a) of the Code) whose consent would be required in order to achieve a binding settlement were the termination of the Trust to be approved by the court; and

WHEREAS, the terms and conditions of this Agreement are consistent with the intent of the Settlor, Johnilea, and could be properly approved by a court.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration exchanged among the parties hereto, receipt of which the parties hereto acknowledge, it is mutually agreed as follows:

1. The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

2. The Trustee shall immediately transfer and pay over all residuary assets of Johnilea's estate (as listed on the attached as Exhibit "A"), otherwise payable to the Family Trust, to Jack, outright and free from trust.

3. Immediately upon the transfer of all of residuary assets of Johnilea's estate as set forth in paragraph 2 hereinabove, the Trustee shall be fully discharged as Trustee of the Family Trust, and the Family Trust shall be terminated.

4. Jack, individually, and Michael, Jack Jr. and David, each in their individual capacity and their respective representative capacity, jointly and severally, hereby waive any and all rights they have to an accounting of the receipts and disbursements of the Family Trust, and hereby release and indemnify the Trustee of the Family Trust from all loss, cost, liability and expense (including reasonable attorneys' fees) to which they may now or hereafter be subjected in conjunction with the administration of the Family Trust, the distribution of the assets of the Family Trust or the termination of the Family Trust pursuant to this Agreement.

5. Johnilea's estate shall bear the expenses incurred by the Trustee in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives and counsel.

6. The parties hereto, individually and in their respective fiduciary and/or representative capacity, hereby waive their right to request court approval of this Agreement.

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their estates, heirs, executors, administrators and assigns.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement.

9. Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

10. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect.

Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

11. This Agreement and the rights of the parties hereunder shall be construed, interpreted and governed in accordance with the laws of the State of Alabama.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the undersigned has set his hand and seal on
March 13, 2012

Jack I. Gillespie
Jack I. Gillespie, individually, and as Trustee of the
Family Trust created under the Last Will and
Testament of Johnilea L. Gillespie, deceased

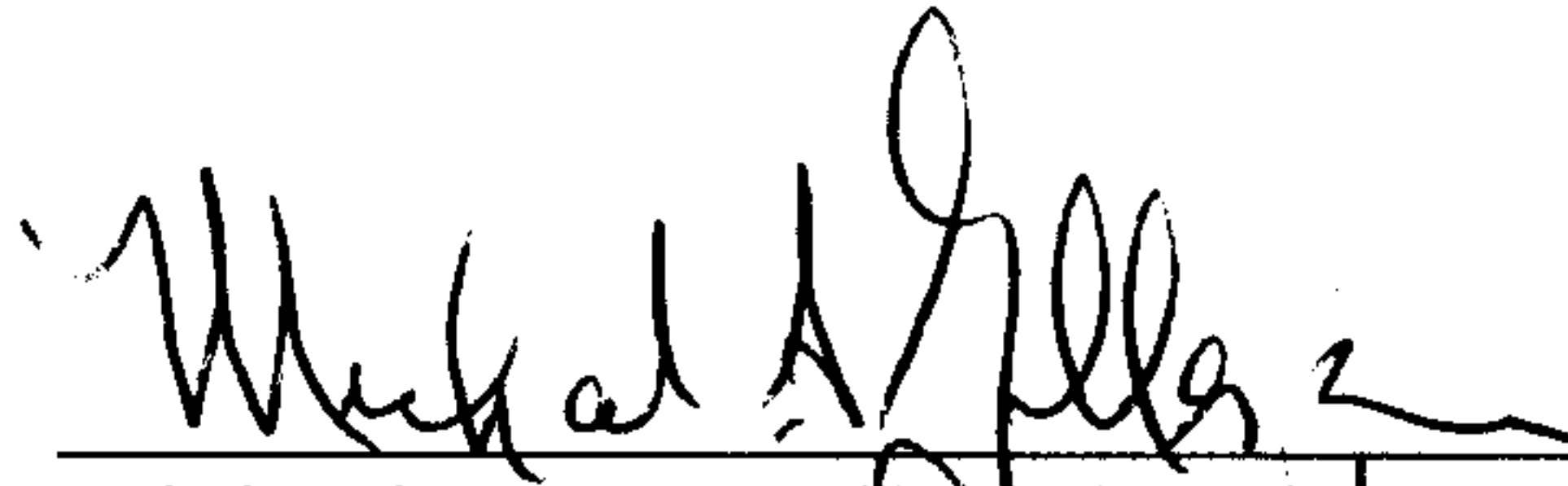
I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Jack I. Gillespie, individually, and as Trustee of the Family Trust created under the Last Will and Testament of Johnilea L. Gillespie, deceased, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the Agreement, he, individually and in his said capacities and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this March 13, 2012.

Candace Noriega
Notary Public
My Commission Expires: June 1, 2015



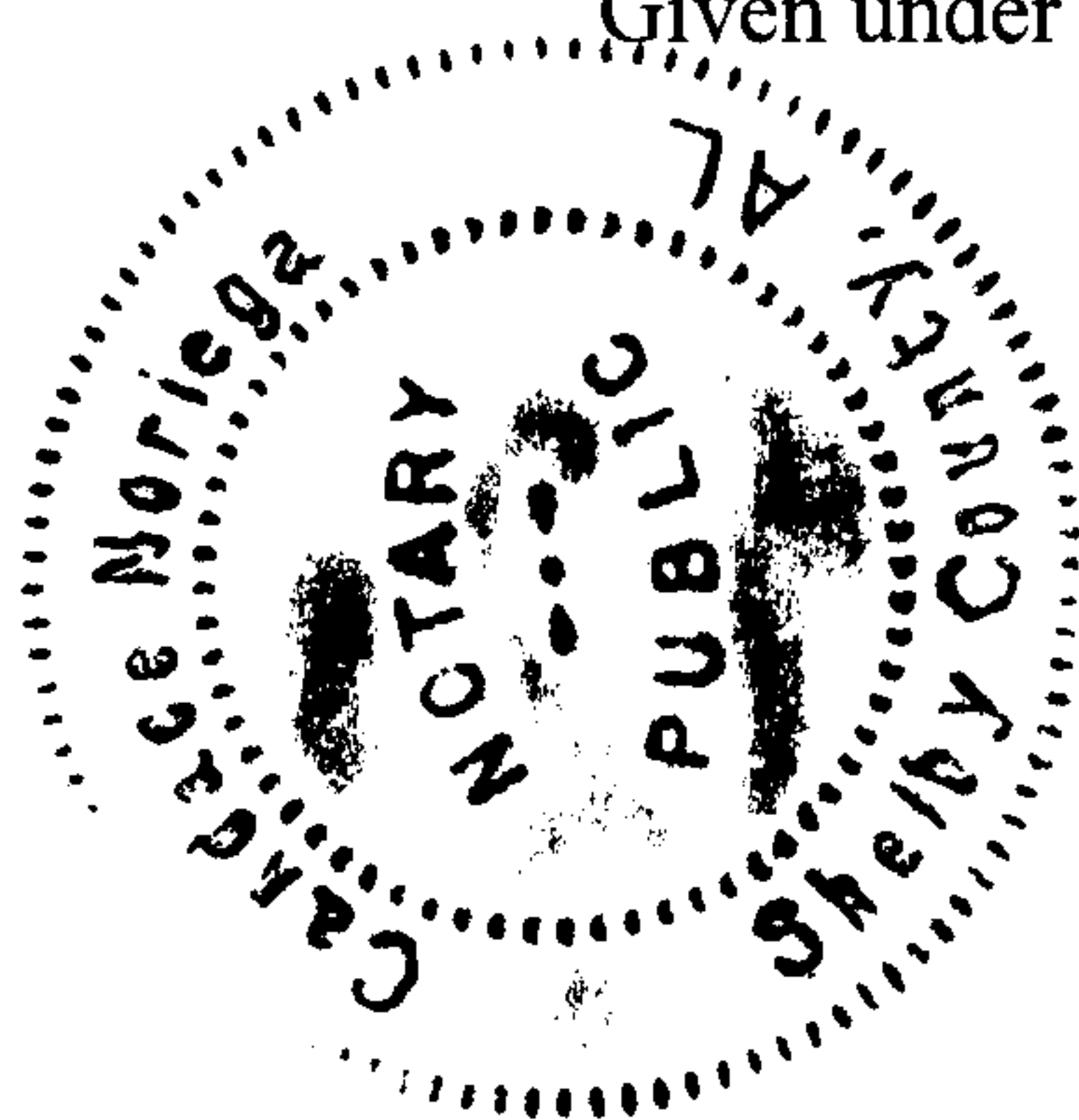
IN WITNESS WHEREOF, the undersigned has set his hand and seal on
3/13, 2012.

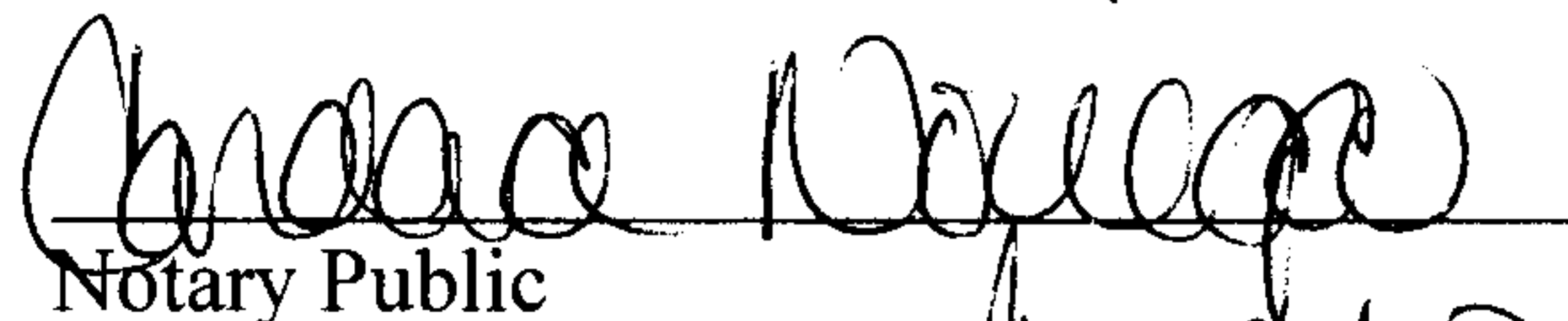


Michael A. Gillespie, individually and as
representative of his minor and/or unborn descendants

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify
that Michael A. Gillespie, individually and as representative of his minor and/or unborn descendants,
whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before
me on this day that being informed of the contents of the Agreement, he, individually and in his said
capacity, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this March 13, 2012.





Notary Public

My Commission Expires

June 1, 2015



IN WITNESS WHEREOF, the undersigned has set his hand and seal on
March 19, 2012.

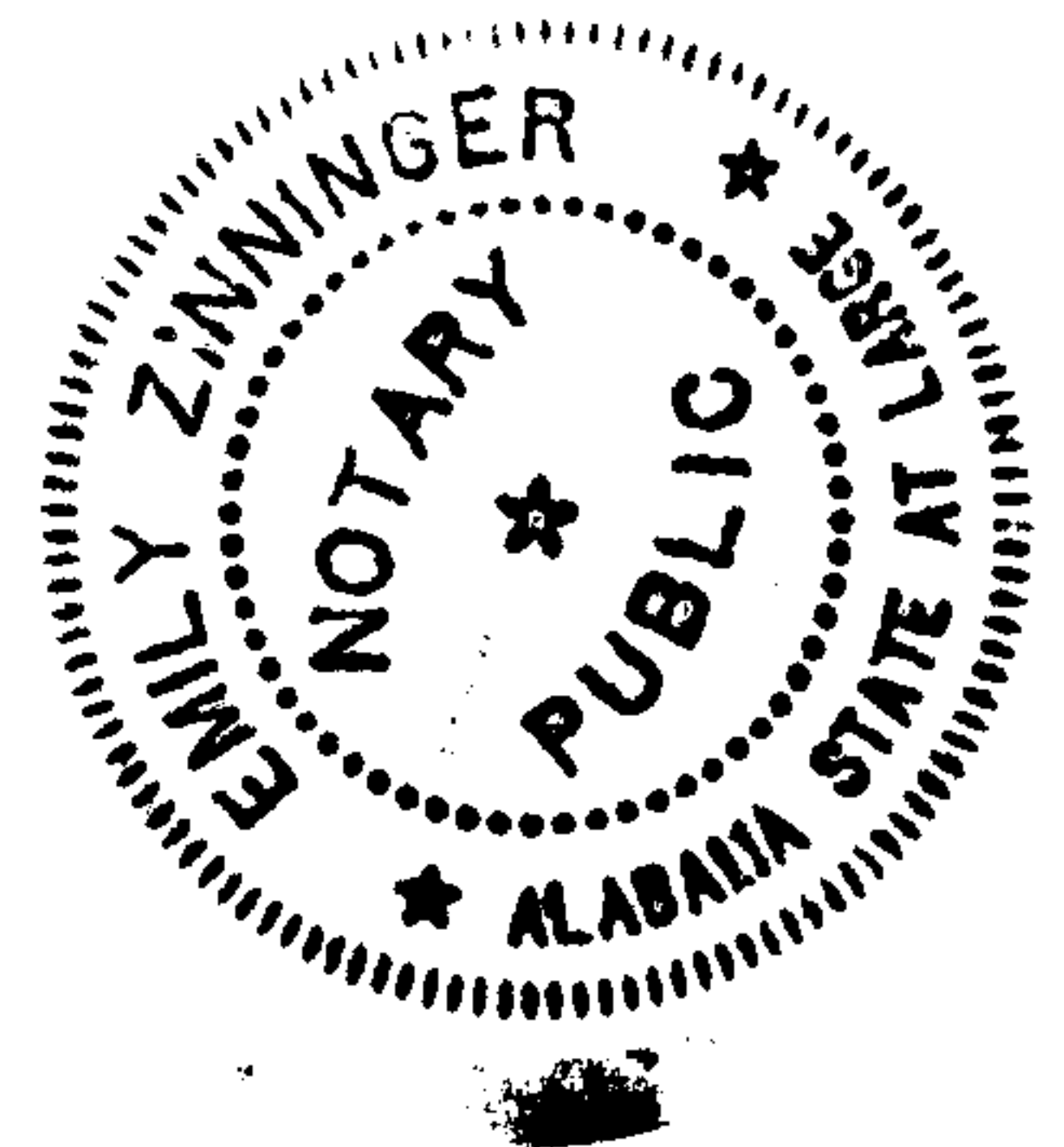
Jack I. Gillespie, Jr.
Jack I. Gillespie, Jr., individually and as
representative of his minor and/or unborn descendants

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Jack I. Gillespie, Jr., individually and as representative of his minor and/or unborn descendants, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the Agreement, he, individually and in his said capacity, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this March 19th, 2012.

Emilee Zinninger
Notary Public
My Commission Expires: _____

MY COMMISSION EXPIRES JANUARY 27, 2015



IN WITNESS WHEREOF, the undersigned has set his hand and seal on
March 22, 2012.

David L. Gillespie
David L. Gillespie, individually and as representative
of his minor and/or unborn descendants

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that David L. Gillespie, individually and as representative of his minor and/or unborn descendants, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the Agreement, he, individually and in his said capacity, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd, March, 2012.

Lindsey M. Royer
Notary Public
My Commission Expires: 08-16-2015

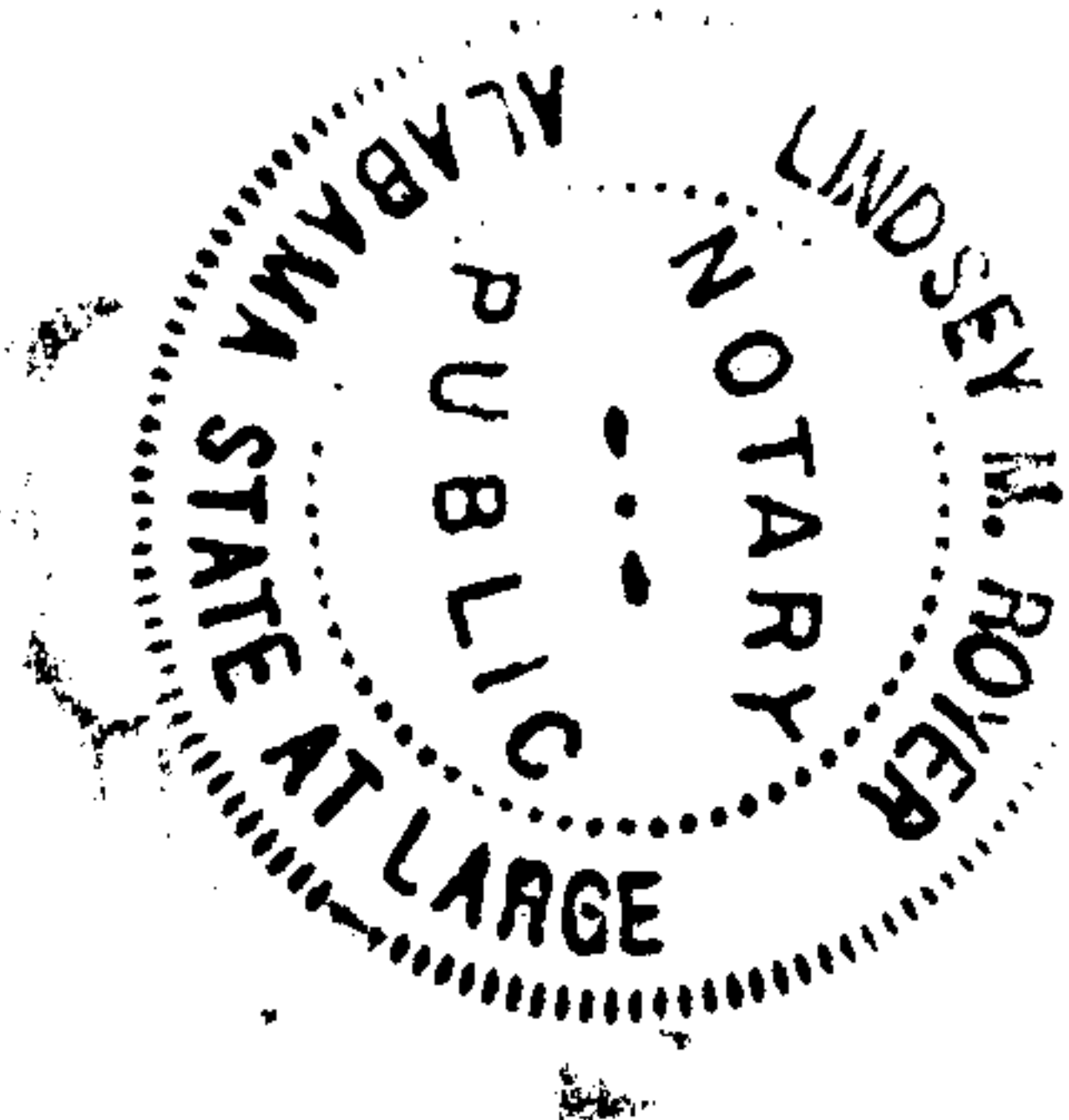


EXHIBIT "A"

One-half (1/2) interest in residence located at 1709 Burning Tree Drive, Pelham, AL 35124

Northwestern Mutual Life Insurance Company,

Ameritas Life Insurance Corporation,

Lincoln Life Insurance

This instrument prepared by:

Louis B. Feld, Esq.

Dominick Feld Hyde, P.C.

2000 SouthBridge Parkway, Suite 500

Birmingham, AL 35209

205.802.7575