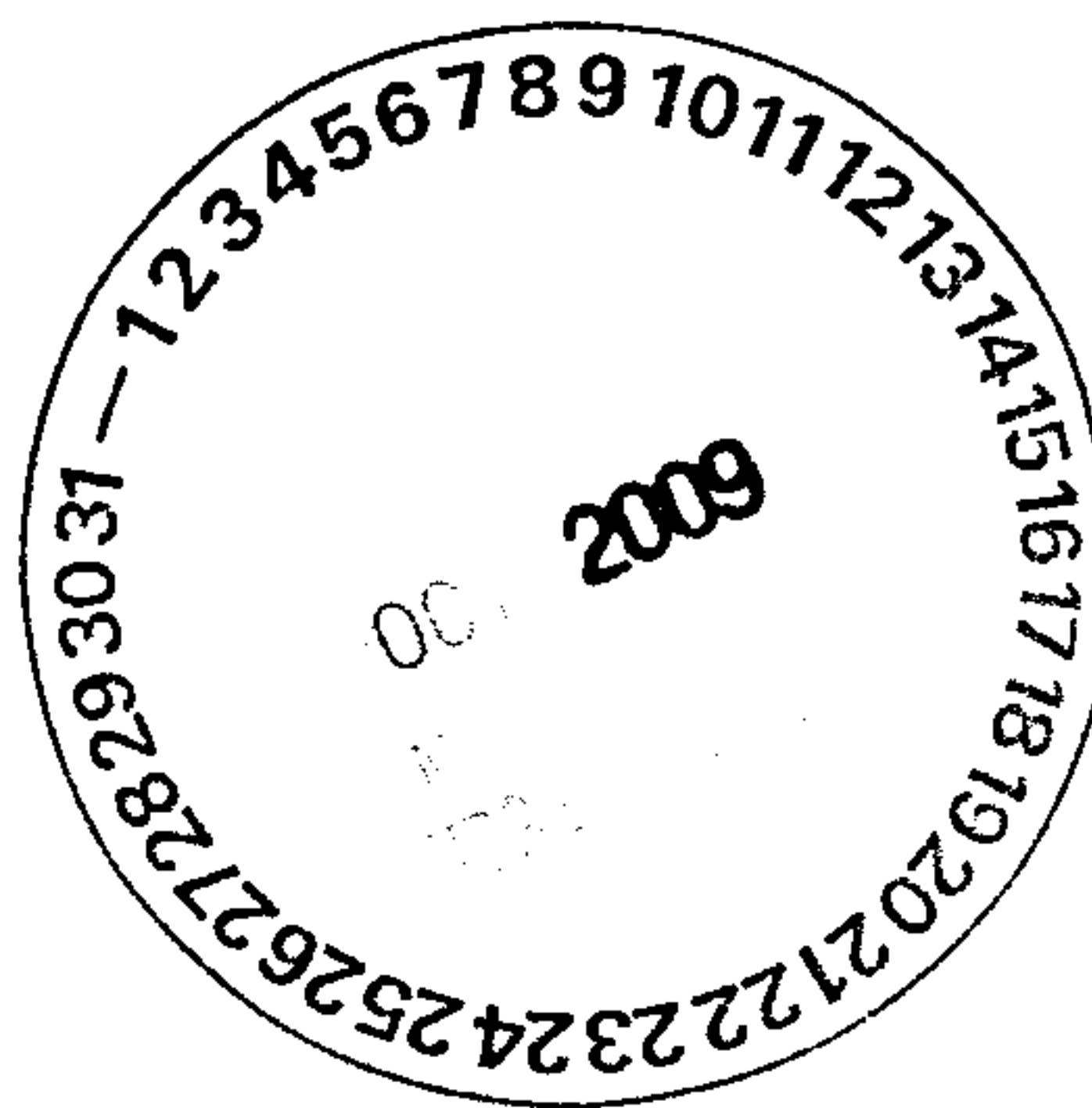


STATE OF ALABAMA)

ST. CLAIR COUNTY)



This is to certify that this is a true and exact copy. This 15 day of

April, 2010
Mike Bowling
Judge of Probate

RELEASE AND SETTLEMENT AGREEMENT

This **RELEASE** and **SETTLEMENT AGREEMENT** (hereinafter the "Agreement") is made and entered into this the 5th day of October, 2009, by and between the **ESTATE OF KENNETH EVERETT ISBELL** (hereinafter the "Estate of Kenneth E. Isbell"), **SHARON L. FULMER** (f/k/a Sharon L. Barrientos), **SCOTT ISBELL**, **ANGIE COLEMAN**, **KENNETH ISBELL**, and the **ESTATE OF SANDRA L. ISBELL** (hereinafter the "Estate of Sandra L. Isbell") (hereinafter sometimes referred to collectively as the "Parties"), and is intended by the Parties hereto to effect the settlement of all claims and potential claims whatsoever of the Parties hereto as more fully set out herein:

WITNESSETH:

WHEREAS, Kenneth E. Isbell died intestate on or about February 25, 2007, leaving a surviving spouse and surviving issue, to-wit: Sandra L. Isbell; and

WHEREAS, Letters of Administration were issued to Sharon L. Fulmer (Barrientos) as Personal Representative of the Estate of Kenneth E. Isbell on December 13, 2007; and

WHEREAS, on or about October 28, 2007, Sandra L. Isbell, the surviving spouse of Kenneth E. Isbell, died; and

WHEREAS, and Letters of Administration were issued to Sonya Bearden as Personal Representative of the Estate of Sandra L. Isbell; and

WHEREAS, Sharon L. Fulmer, Scott Isbell, Angie Coleman, and Kenneth Isbell are all surviving issue of Kenneth E. Isbell, deceased, although all are not issue of the surviving spouse, to-wit: Sandra L. Isbell ; and

WHEREAS, *Code of Alabama* §43-8-41(4) (1975) provides that the intestate share of the surviving spouse is one-half of the intestate estate if there are surviving issue of the decedent but where one or more of whom are not issue of the surviving spouse; and

WHEREAS, Sharon L. Fulmer, Scott Isbell, Angie Coleman, and Kenneth Isbell are entitled to share equally in one-half of the Estate of Kenneth E. Isbell (twelve and one-half percent (12 ½% each); and

WHEREAS, the parties desire to enter into this Release and Settlement Agreement to resolve all disputes between them and to settle and close the Estate of Kenneth E. Isbell, deceased.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the Parties hereto covenant, agree and promise as follows:

1. The Estate of Sandra L. Isbell, by and through the Personal Representative, Sonya Bearden, is entitled to receive fifty percent (50%) of the net assets of the Estate of Kenneth E. Isbell, less expenses and payment of claims, in full and final settlement of the share of Sandra L. Isbell as surviving spouse of Kenneth E. Isbell, deceased.

2. Sonya Bearden, as Personal Representative of the Estate of Sandra L. Isbell, as such officer and with full authority, hereby agrees that the share of the surviving spouse shall be satisfied by transfer of the following assets from the Estate of Kenneth E. Isbell to the Estate of Sandra L. Isbell, to-wit:

A. The real property located at 8919 Clayton Drive, Leeds, Alabama, St. Clair

County Tax ID 26-05-15-0-001-018.00 and further described as follows:
Commence at the SE corner of the SE 1/4 of the NE 1/4 of Section 15,
Township 17, Range 1 East; thence go in a westerly direction along 11th
Avenue on the South line of the quarter quarter section for a distance of 790
feet to the point of beginning; thence continue west along said line for 208.71
feet to a stake; thence North 208.71 feet to a stake; thence East 208.71 feet
to a stake; thence South 208.71 feet to the point of beginning; being located
in St. Clair County, Alabama.

- B. One (1) 2003 Chevrolet Tahoe. *> goes to K Isbell Estate* *KI Isbell*
C. One (1) of the storage buildings located on the Shelby County Property (as
more particularly described below in paragraph 4 of this Agreement). *SF*
AC
J

I. F. W. To be paid by Me
3. ~~Sonya Bearden agrees that she and/or the Estate of Sandra L. Isbell will pay to the~~
Estate of Kenneth E. Isbell the sum of Two Thousand, Forty-Six and 34/100 Dollars (\$2,046.34)
~~which represents~~ the unpaid balance on Chase credit card account number [REDACTED]

4. The Parties to this Agreement all acknowledge and agree that the above stated assets
to be transferred to the Estate of Sandra L. Isbell are good, sufficient and adequate consideration, that
such assets represent fifty percent (50%) of the Estate of Kenneth E. Isbell. All Parties to this
Agreement consent and agree that the assets listed in paragraph 2 of this Agreement shall be
transferred to the Estate of Sandra L. Isbell.

5. Sharon L. Fulmer, Scott Isbell, Angie Coleman, and Kenneth Isbell hereby agree that
the following assets of the Estate of Kenneth E. Isbell shall be distributed among Sharon L. Fulmer,
Scott Isbell, Angie Coleman and Kenneth Isbell in equal shares:

- (i) the real property located in Shelby County, Alabama, more particularly
described as follows: A tract of land situated in the NW 1/4 of the NE 1/4 of
Section 5, Township 18 South, Range 1 East, Shelby County, Alabama, more
particularly described as follows: Commence at the SW corner of said 1/4 1/4
section and run in a Northerly direction along the West line of said 1/4 1/4
Section a distance of 250 feet to a point; thence deflect 89° 38' 40" to the
right and run in an Easterly direction a distance of 40.0 feet to the POB of the
herein described Tract 13; thence deflect 89° 38' 40" to the left and run in a

Northerly direction and parallel to the West line of said 1/4 1/4 Section a distance of 64.77 feet to the point of beginning of a curve to the right having a central angle of 64° 56' 50" and a radius of 235.69 feet; thence continue along the arc of the last described curve a distance of 267.17 feet to a point; thence tangent to the last described curve and run in a Northeasterly direction a distance of 273.40 feet to a point, said point being the NW corner of the previously conveyed tract 10; thence turn an interior 74° 29' 40" and run to the right and in a Southeasterly direction and along the West of said Tract 10 a distance of 396.77 feet to a point, said point being the NE corner of the previously conveyed Tract 11; thence turn in an interior angle 80° 48' 30" and run to the right and in a Westerly direction and along the North line of the previously conveyed Tracts 11 and 12 a distance of 449.38 feet more or less to the POB of the herein described Tract 13 containing 2.88 acres including the right-of-way for the Alabama Power Company transmission line (the above described property, along with one (1) storage building, one (1) manufactured home, and one (1) carport situated thereon, are hereinafter described as the "Shelby County Property").

- (ii) one (1) tractor located on the Shelby County Property.
- (iii) All guns that belonged to Kenneth E. Isbell, deceased, at the time of his death.
- (iv) All tools and tool-boxes that belonged to Kenneth E. Isbell, deceased, at the time of his death.
- (v) One (1) riding lawnmower.
- (vi) A dialysis bag.
- (vii) CD player and CD's. *2008 A. Z. 55 AC*
- ~~(viii) Master bedroom suite. *SB*~~
- (ix) All coins that belonged to Kenneth E. Isbell, deceased, at the time of his death.
- (x) All furniture, appliances and personal possessions (including driver's license and billfold) of Kenneth E. Isbell, deceased.
- (xi) Bear Bryant pictures and clock.
- (xii) One (1) ¹⁹⁹⁰1983(?) Silver Chevrolet Truck

6. The Parties to this Agreement all acknowledge and agree that the assets set forth in

paragraph 5 of this Agreement to be transferred to Sharon L. Fulmer, Scott Isbell, Angie Coleman and Kenneth Isbell are good, sufficient and adequate consideration, that such assets represent a total of fifty percent (50%) of the Estate of Kenneth E. Isbell. All Parties to this Agreement consent and agree that the assets listed in paragraph 5 of this Agreement shall be transferred to Sharon L. Fulmer, Scott Isbell, Angie Coleman and Kenneth Isbell and that such division of the said assets represents an equal division of the assets of the Estate of Kenneth E. Isbell.

7. For and in consideration of the division of the assets of the Estate of Kenneth E. Isbell set forth above, the Parties hereto do hereby and by these presents forever release, discharge and hold each other (and each other's heirs, executors, administrators, representatives and assigns) harmless from any and all claims of every kind known or unknown, occurring or accruing prior to the date of this agreement relating in any manner to the division and settlement of the Estate of Kenneth E. Isbell, and any and all other claims which any Party may now have, whether known or unknown, arising out of or relating directly or indirectly to the Estate of Kenneth E. Isbell.

8. This release is intended to and is executed for the purpose of forever resolving and settling the Estate of Kenneth E. Isbell and dividing the assets of said estate among the Parties, and discharging and releasing Sharon L. Fulmer as Personal Representative.

9. The Parties acknowledge that they have been afforded a reasonable opportunity to discuss, negotiate and consider the terms of this Agreement, have read this Agreement and fully understand its contents, and have been given an opportunity to consult with an attorney prior to signing this Agreement. The Parties acknowledge that they agree to the terms of this Agreement voluntarily, of their own free will, and without duress or coercion of any kind. Further, the Parties represent that their execution of this Release and Settlement Agreement is not restricted by any legal

disability.

10. The Parties declare that they have made no promise to or agreement with each other not expressly set forth herein, and this Agreement constitutes the entire agreement and all the terms reached between the Parties. All prior representations and promises made by any Party to another, whether in writing or orally, are understood by the Parties to be merged in this Agreement.

11. This Agreement shall be binding upon the Parties and their heirs, executors, administrators, legal or personal representatives and any successors.

12. All Parties to this Agreement represent and warrant to each other that each Party has the sole right and exclusive authority to execute this Agreement on his/her/its behalf and receive the consideration specified herein; and that each Party has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action released in this Agreement.

13. The laws of the State of Alabama shall govern the interpretation and performance of this Agreement should any dispute arise concerning or relate to this Agreement.

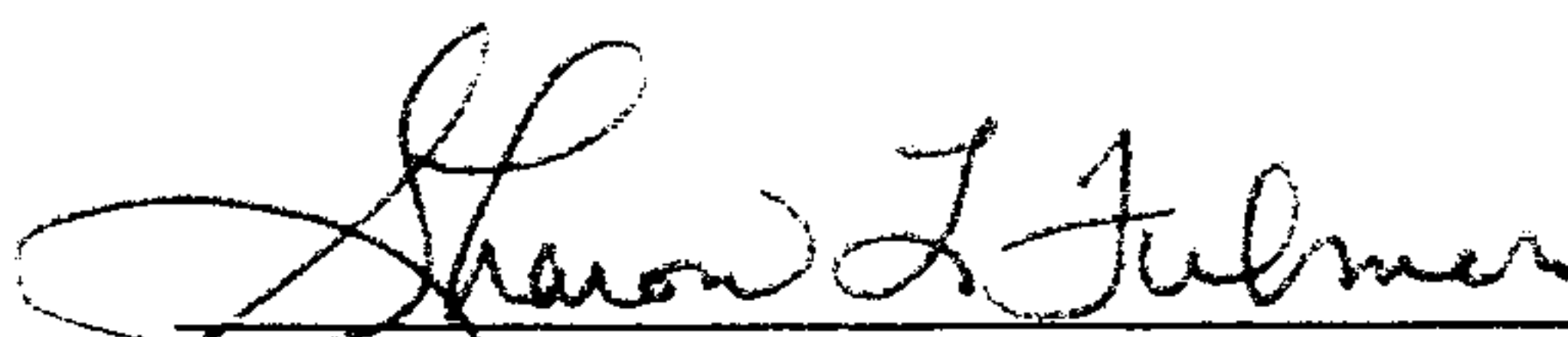
14. In consideration of the terms and conditions of this Agreement, all Parties agree to execute any and all documents necessary or expedient to effectuate the transfer of good and marketable title to the assets and the consummation of the provisions of this Agreement. Should any Party fail to execute the necessary documents effectuating this intent, this Agreement shall become self-executing and the Court may without the necessity of requiring future signature(s) from any Party, convey such assets as provided for herein as if any non-executing Party had executed the necessary documents.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 5th day

of October, 2009.

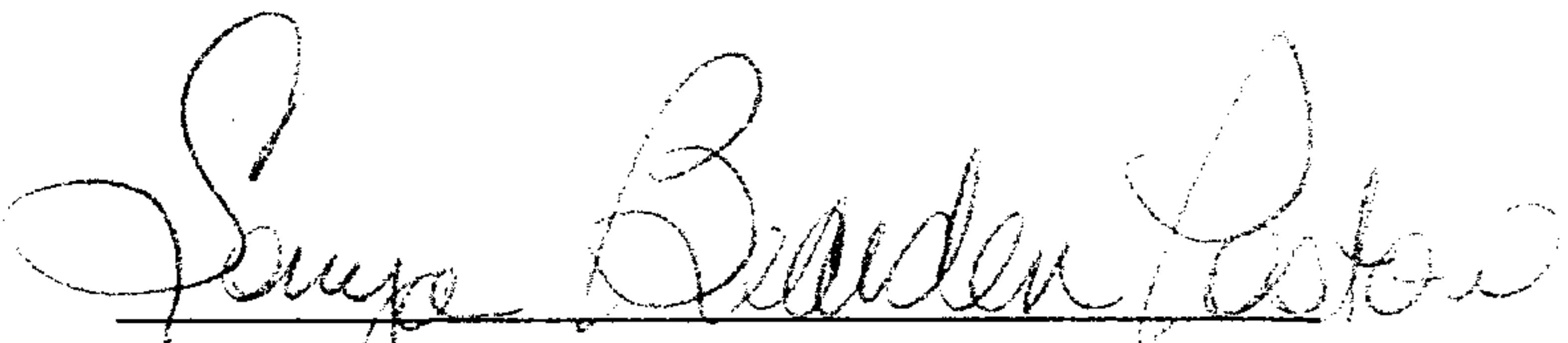
CAUTION: READ BEFORE SIGNING

THE ESTATE OF KENNETH E. ISBELL

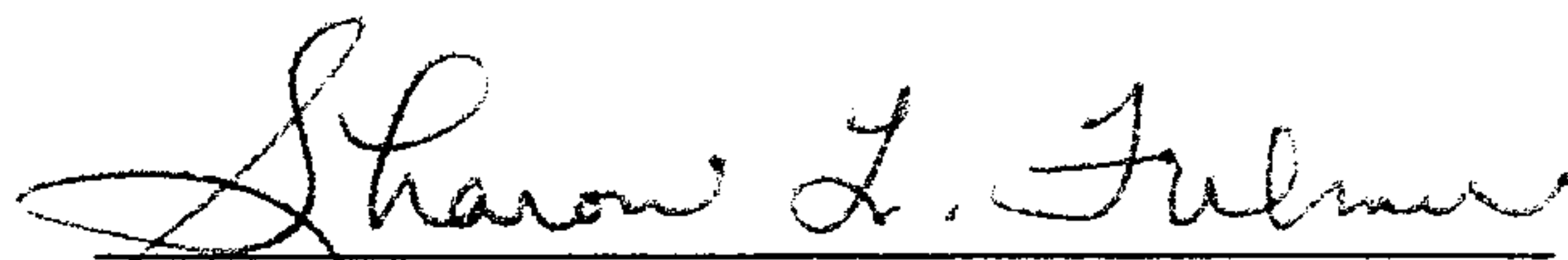


**By: Sharon L. Fulmer (Barrientos) as
Personal Representative of the
Estate of Kenneth E. Isbell**

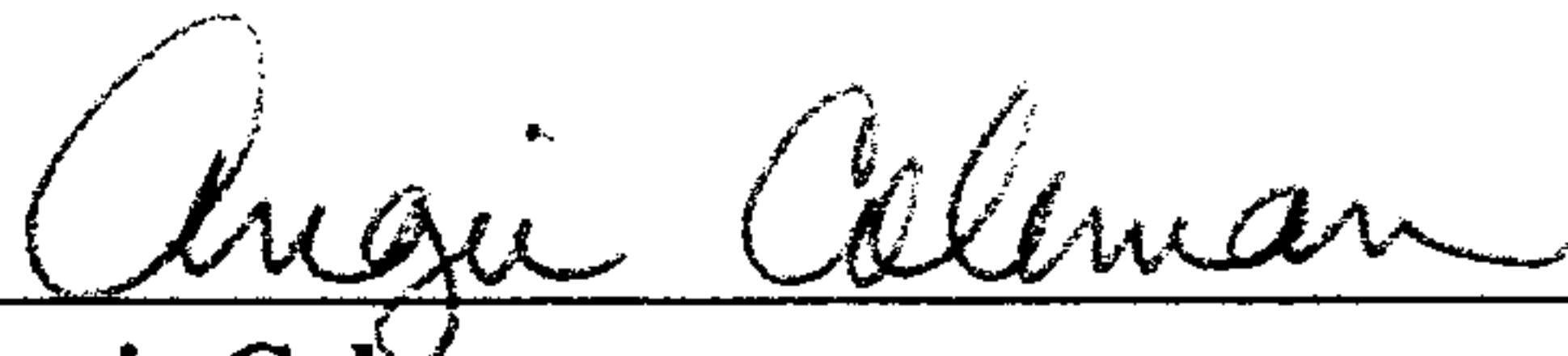
THE ESTATE OF SANDRA L. ISBELL



**By: Sonya Bearden as
Personal Representative of the
Estate of Sandra L. Isbell**



**Sharon L. Fulmer (Barrientos)
heir to the Estate of Kenneth E. Isbell**

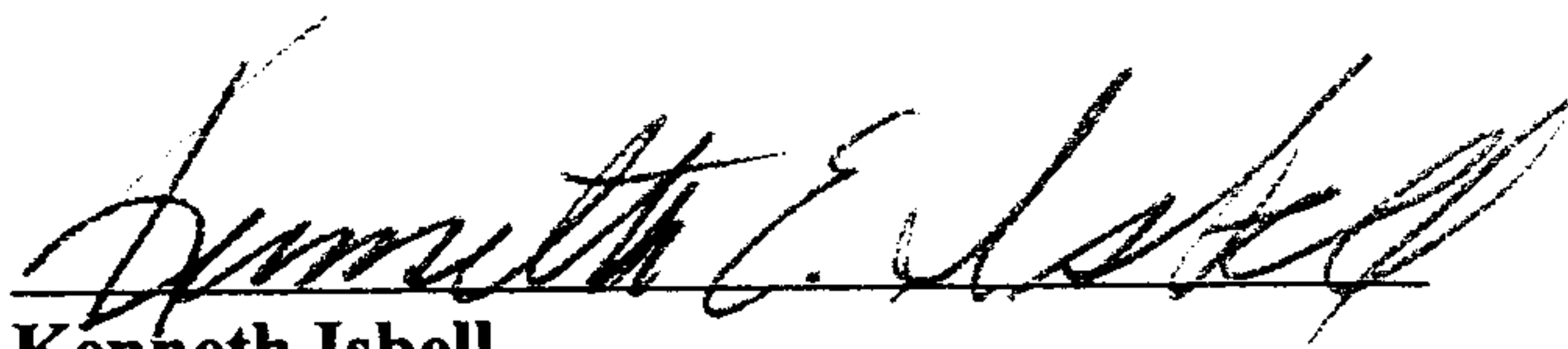


**Angie Coleman
heir to the Estate of Kenneth E. Isbell**



**Scott Isbell
heir to the Estate of Kenneth E. Isbell**





Kenneth Isbell

heir to the Estate of Kenneth E. Isbell

STATE OF ALABAMA)

ST. CLAIR COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **SHARON L. FULMER (BARRIENTOS)**, whose name as Personal Representative of the **ESTATE OF KENNETH E. ISBELL**, is signed to the foregoing Release and Settlement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Agreement, she, as such officer and with full authority, executed the same voluntarily for and as the act of said Estate.

Given under my hand and official seal this 5th day of October, 2009.



Notary Public

My Commission Expires:

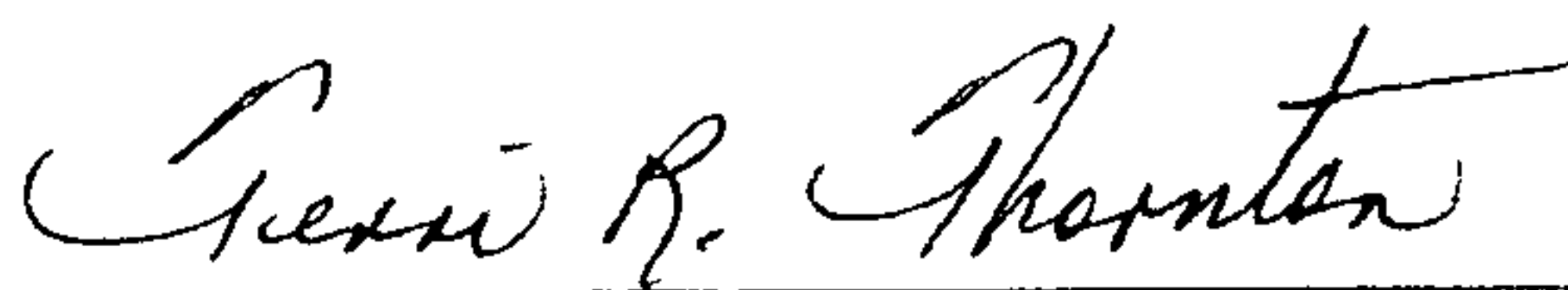
1-17-12

STATE OF ALABAMA)

ST. CLAIR COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **SONYA BEARDEN**, whose name as Personal Representative of the **ESTATE OF SANDRA L. ISBELL**, is signed to the foregoing Release and Settlement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Agreement, she, as such officer and with full authority, executed the same voluntarily for and as the act of said Estate.

Given under my hand and official seal this 5th day of October, 2009.



Notary Public

My Commission Expires:

1-17-12

STATE OF ALABAMA)

ST. CLAIR COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **SHARON L. FULMER**, whose name is signed to the foregoing Release and Settlement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Release and Settlement Agreement, she executed the same voluntarily.

Given under my hand and official seal this 5th day of October, 2009.

Terri R. Thornton
Notary Public

My Commission Expires:

1-17-12

STATE OF ALABAMA)

ST. CLAIR COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **ANGIE COLEMAN**, whose name is signed to the foregoing Release and Settlement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Release and Settlement Agreement, she executed the same voluntarily.

Given under my hand and official seal this 5th day of October, 2009.

Terri R. Thornton
Notary Public

My Commission Expires:

1-17-12

STATE OF ALABAMA)

ST. CLAIR COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **SCOTT ISBELL**, whose name is signed to the foregoing Release and Settlement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Release and Settlement Agreement, he executed the same voluntarily.

Given under my hand and official seal this 5th day of October, 2009.

Jessie R. Thornton
Notary Public

My Commission Expires:
1-17-12

STATE OF ALABAMA)

ST. CLAIR COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **KENNETH ISBELL**, whose name is signed to the foregoing Release and Settlement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Release and Settlement Agreement, he executed the same voluntarily.

Given under my hand and official seal this 5th day of October, 2009.

Jessie R. Thornton
Notary Public

My Commission Expires:
1-17-12