

THIS AGREEMENT MADE IN TRIPLICATE THIS 8th day of June, 2011

BETWEEN:

TIMOTHY MARION SMITH

of the City of Hoover
in the State of Alabama

- AND -

JANET BRELAND VEITCH

of the City of Hoover
in the State of Alabama

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PRENUPTIAL AGREEMENT

BACKGROUND

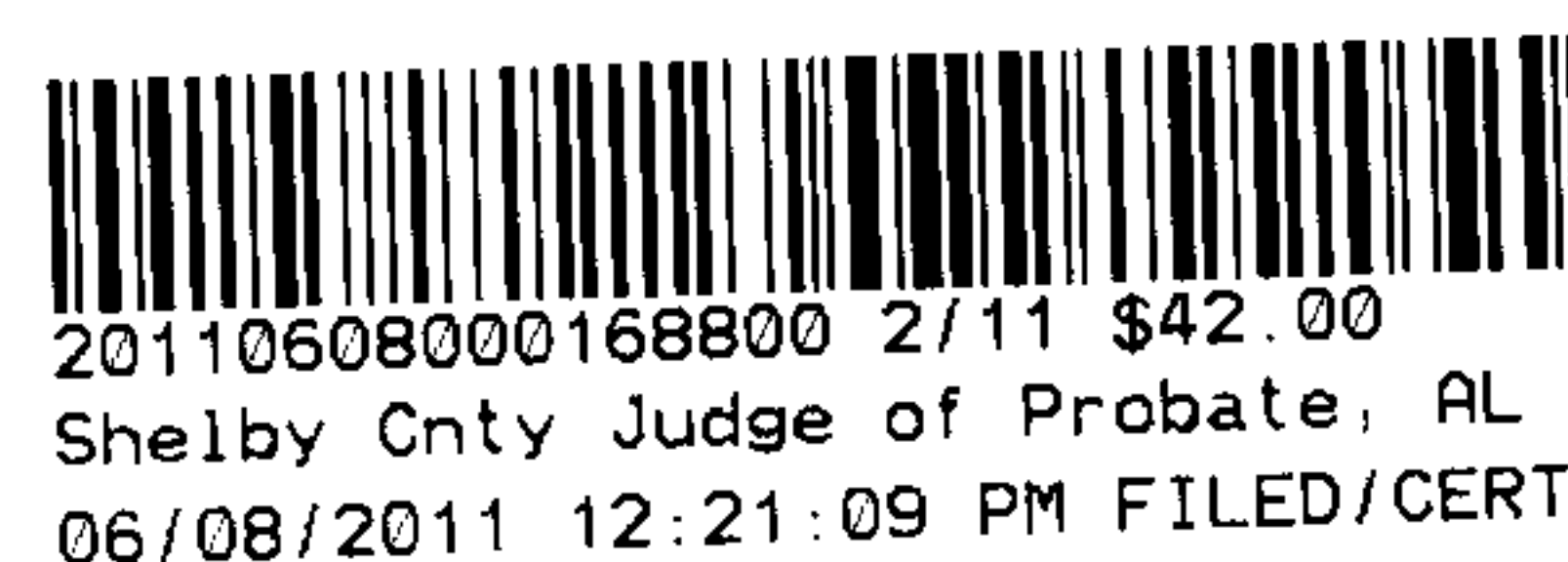
1. This Prenuptial Agreement is made between **TIMOTHY MARION SMITH** (hereinafter called "Timothy") and **JANET BRELAND VEITCH** (hereinafter called "Janet") who are contemplating marriage each to the other;
 - a. The parties intend for this Agreement to become effective upon their marriage pursuant to the laws of the State of Alabama, including any Uniform Premarital Agreement Act, or other applicable laws, adopted by the State of Alabama;
2. The parties wish to enter into this agreement to provide for the status, ownership, and division of property between them, including future property owned or to be acquired by either or both of them;
3. The parties further wish to affix their respective rights and liabilities that may result from this relationship;
4. The parties recognize the possibility of unhappy differences that may arise between them. Accordingly, the parties desire that the distribution of any property that either or both of them may own will be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that any statutes that may apply to them, either by virtue of Federal or State legislation, will not apply to them;
5. Each party acknowledges and agrees that they have had an opportunity before signing to consult with independent legal counsel in their jurisdiction and of their choice. Notwithstanding, they have chosen to expressly and voluntarily waive their right to legal counsel;

6. The parties have exchanged financial statements providing full and complete disclosure of substantially all of the assets property now owned or owing by each of them and voluntarily and expressly waive any other rights to disclosure of the property or financial obligations of each other beyond the disclosure provided;
7. The parties acknowledge that they have been provided with a reasonable period of time to review this Agreement and obtain legal advice before signing;
8. Each party agrees and affirms the following:
 - a. THAT the parties did execute the Agreement voluntarily;
 - b. THAT this Agreement was not unconscionable when it was executed;
 - c. THAT both parties were provided prior to execution of the Agreement a fair and reasonable disclosure of the property or financial obligations of the other party;
and
 - d. THAT he or she did have, or reasonably could have had, an adequate knowledge of the property or financial obligations of the other party.

NOW THEREFORE in consideration of the upcoming marriage, and in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

PROPERTY

1. Except as otherwise provided in this Agreement, such property as is listed in **Schedules "A1" and "A2"** attached hereto will be and remains the property of the owner described in the said schedule and the other party will have no right to or interest in such present property.
2. The parties hereby acknowledge that with respect to any determination of ownership of property that may occur in the event of the parties separating, or upon the death of a party, all property will be treated as separate property owned solely by one party unless there is proof of shared legal ownership.
3. Unless a particular piece of property is explicitly documented as being owned by both parties, the following types of property will not be deemed as shared property:
 - a. any property owned by a party at the date of execution of this Agreement;



- b. any property owned by a party after the date of execution of this Agreement;
 - c. any property acquired in exchange for present property, or from the proceeds of a sale of present property, whether direct or indirect, of a disposition of present property;
 - d. any income or proceeds derived from property owned by a party before or after the execution of this Agreement;
 - e. any property acquired by either party with income received during their marriage from property owned by a party before or after the execution of this Agreement;
 - f. any increase in value during the period of marriage of any property owned by a party before or after the execution of this Agreement;
 - g. any property acquired by a party by gift from the other party;
 - h. any property acquired by a party by gift from a third party;
 - i. any property acquired by a party through an inheritance;
 - j. any winnings from any sport, game or lottery;
 - k. any award or settlement acquired from a lawsuit;
 - l. any proceeds from an insurance policy;
 - m. any earnings, salary or wage, acquired before or after the execution of this Agreement; and
 - n. any savings acquired before or after the execution of this Agreement.
4. The shared property owned by both parties at the execution of this Agreement, however and whenever acquired, will be owned and managed by both parties at all times and will remain the property of both parties after the execution of this Agreement.
5. In the event of the parties separating, or upon the death of a party, any jointly-acquired or jointly-held property will be deemed to be owned in accordance with the proportion of each party's investment, unless the parties otherwise agree in writing.
6. Nothing in this agreement will prevent or invalidate any gift, or transfer for value, from one party to the other of present or future property provided such gift or transfer is evidenced in writing signed by both parties.
7. Unless a party can reasonably show that he or she solely owns a piece of property, where either party commingles jointly owned property with separate property, any commingled property shall be presumed to be jointly-owned property of the parties.

DEBTS



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8. The separate debts owing by each party at the execution of this Agreement, however and whenever acquired, will be owed solely by such party at all times and will remain the separate debts of such party after the execution of this Agreement, with no financial obligations owing by the other party upon separation or otherwise.
9. The parties hereby acknowledge that with respect to any determination of responsibility of debts that may occur in the event of the parties separating, all debts will be treated as separate debts owed solely by one party unless there is proof of joint financial obligations.
10. Unless a particular debt is documented as being owed by both parties, the following types of debts will not be deemed as shared debts:
 - a. any debts already owing by one party at the date of execution of this Agreement; and
 - b. any debts incurred by one party during the marriage.
11. The shared debts owed by both parties at the execution of this Agreement, however and whenever acquired, will be owed by both parties at all times and will remain the debts of both parties after the execution of this Agreement.
12. In the event of a separation, any jointly-acquired or jointly-held debts will be apportioned in the following manner:

50% by each party

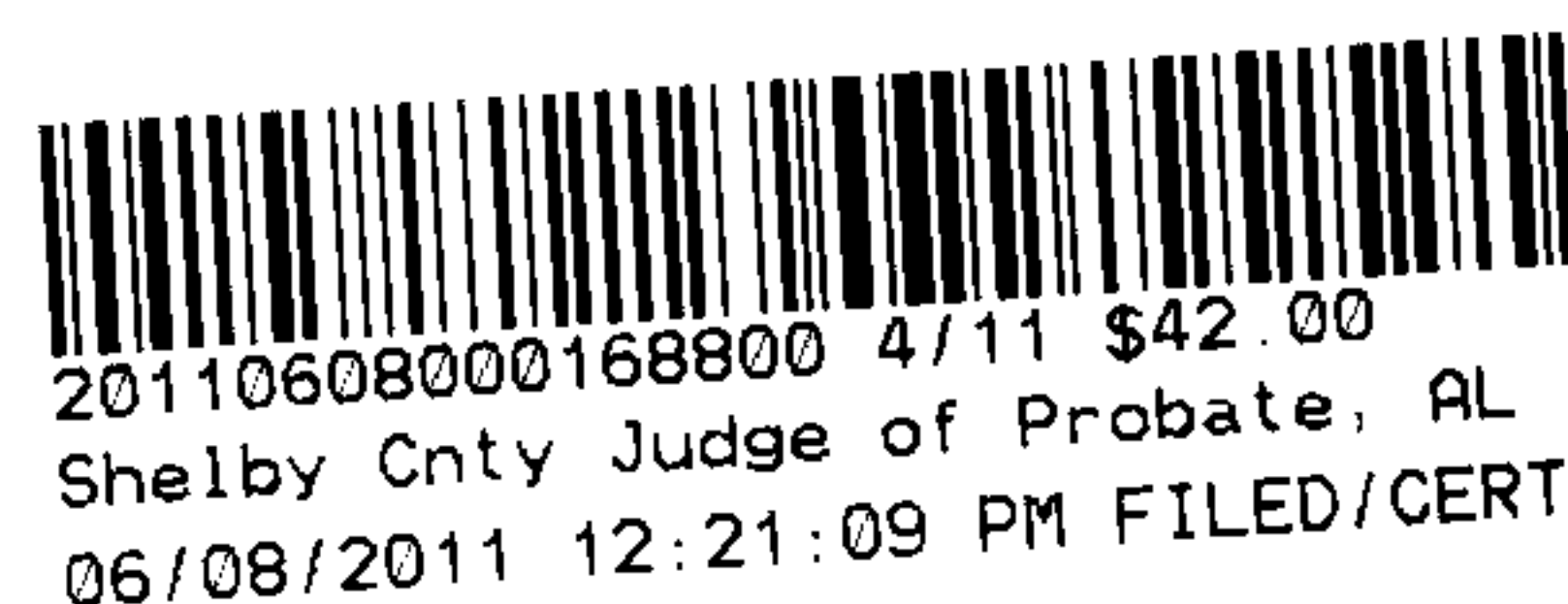
CHILDREN

13. The parties acknowledge that Timothy Marion Smith has a dependent child from a previous relationship, namely:

Charlsey Elizabeth Smith born April 5, 1994

14. The parties further acknowledge that in the event of a separation, any rights and obligations of the parties relating to the children of the parties, including the issues of child support, custody and access, will be governed by Federal laws and/or the laws of the State of Alabama, the parties recognize the authority of the court to determine what arrangements are in the best interests of the children, and understand that court orders may affect the arrangement of the parties as stated in this Agreement.

15. SUPPORT



16. The parties agree that the investment of time or labor with respect to personal service in the property of the other, or otherwise, will be deemed to have been made gratuitously, and without expectation or right of compensation unless agreed to the contrary in writing.
17. It is the intention of the parties to forever release each other from any alimony or support obligations now and in the future no matter how their circumstances may change. They will not apply now or in the future under any Federal or State legislation for support. They each waive any rights they may have to proceed against the other under any law or statute for payments of alimony or support and rely upon the law of contract to govern in respect of this issue.
18. The parties realize that their respective financial circumstances may be altered in the future by changes in their health, the cost of living, their employment, their marital status, the breakdown of their relationship, or otherwise. No such changes will give either party the right to seek support under any legislation, Federal or State. It is understood by each party that this Agreement represents a final disposition of all maintenance and support issues between them.

ESTATES AND TESTAMENTARY DISPOSITION

19. Except as provided herein, the parties acknowledge that each has the absolute right to dispose of his or her estate by will without leaving any portion to the other, or to the heirs, executors, administrators, or assigns of the other.
20. Nothing in this agreement will invalidate or prevent either party from naming the other as a beneficiary by will or other testamentary disposition.
21. The parties waive and release the other from any and all rights of every kind, nature, and description that each may acquire as spouse or surviving spouse in the property, assets, or estate of the other.

SEVERABILITY

22. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

INTENTION OF THE PARTIES



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23. Notwithstanding that the parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

DUTY OF GOOD FAITH

24. This Agreement creates a fiduciary relationship between the parties in which each party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

FURTHER DOCUMENTATION

25. The parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

TITLE/HEADINGS

26. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.

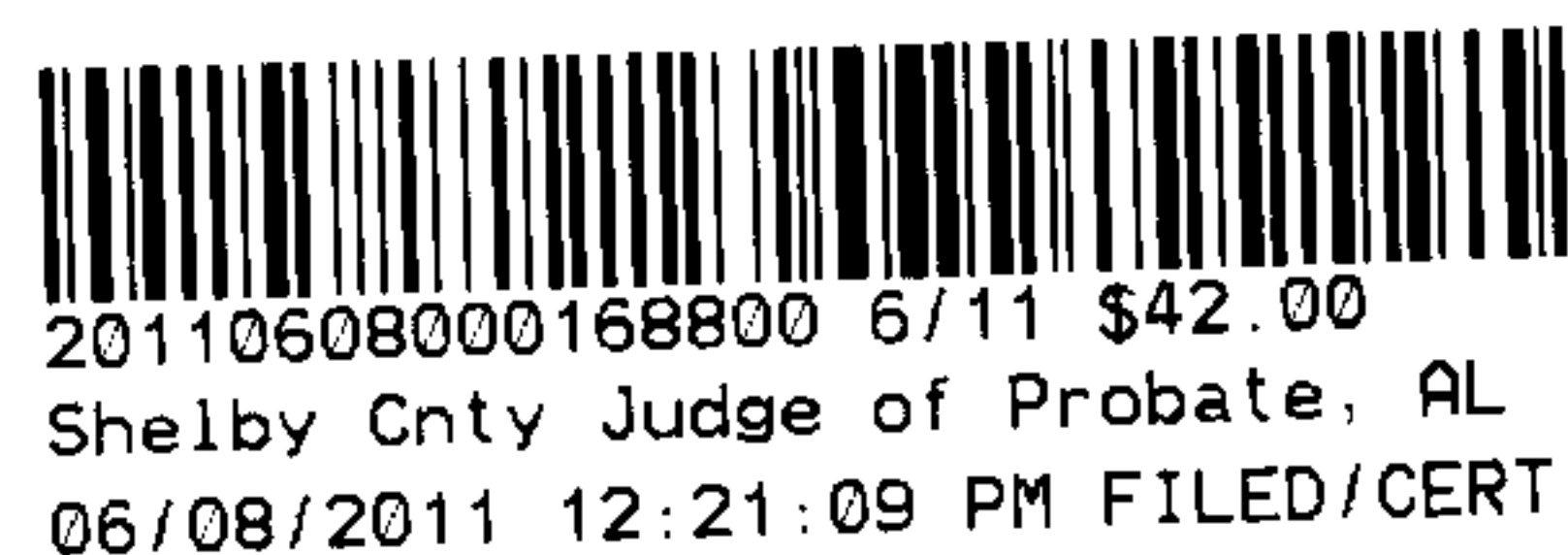
ENUREMENT

27. This Agreement will be binding upon and will enure to the benefit of the parties, their respective heirs, executors, administrators, and assigns.

GOVERNING LAW

28. The laws of the State of Alabama will govern the interpretation of this agreement, and the status, ownership, and division of property between the parties wherever either or both of them may from time to time reside.

TERMINATION OR AMENDMENT



29. This Agreement may only be terminated or amended by the parties in writing signed by both of them.


The parties hereby execute this agreement on the day and year first written above.



Timothy Marion Smith



Janet Breland Veitch

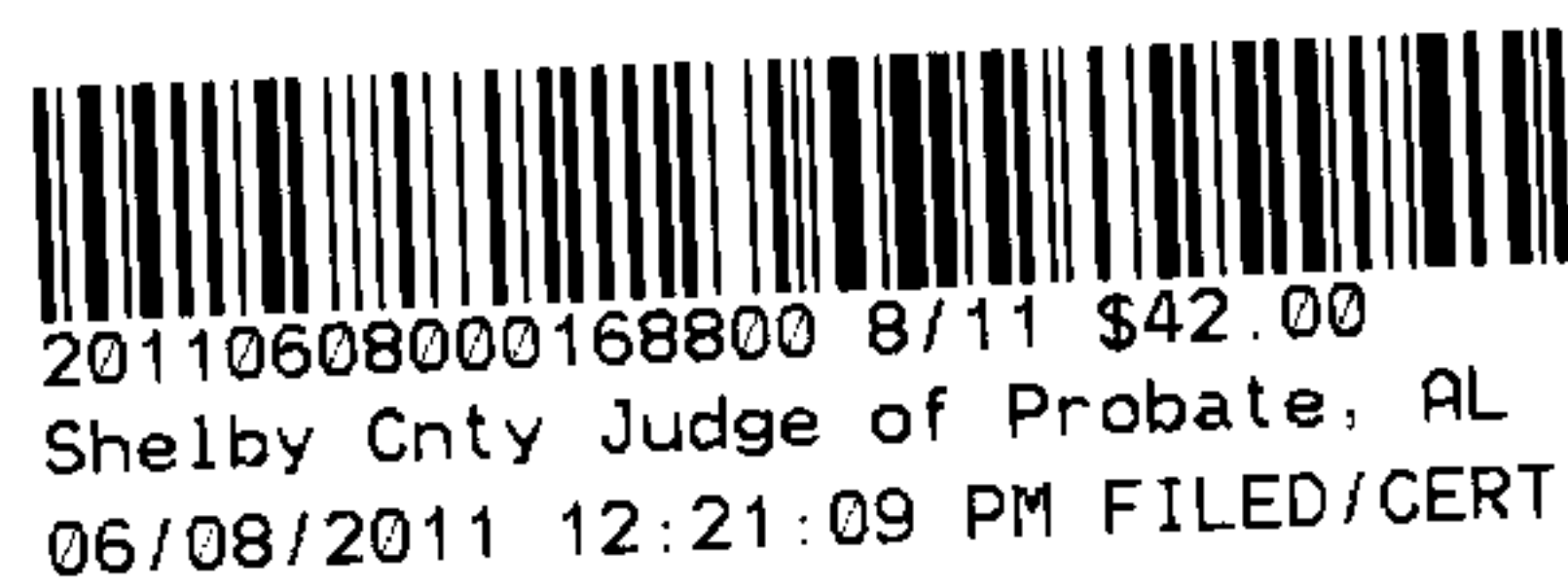

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SCHEDULE "A1"

Separate Property of Timothy Marion Smith:

1. Firsttrade SEP account [REDACTED]
2. Firsttrade IRA account [REDACTED]
3. Residence located at 3611 Haven View Circle, Hoover, AL 35216
4. Company shares and assets of Timothy M. Smith, LLC

No separate debts have been listed for Timothy Marion Smith.




SCHEDULE "A2"

Separate Property of Janet Breland Veitch:

1. Residence located at 6616 Remington Drive, Pelham, AL 35124
2. Hartford annuity account [REDACTED]
3. Northwestern Mutual annuity account [REDACTED]
4. T Rowe Price IRA account [REDACTED]
5. Southern Company stock account [REDACTED]
6. Property owned jointly with siblings located in Jackson County parcel number 34-07-35-0-000-029.000

No separate debts have been listed for Janet Breland Veitch.


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CERTIFICATE OF ACKNOWLEDGMENT

**STATE OF ALABAMA
COUNTY OF SHELBY**

1. This document was acknowledged under oath to my satisfaction by Timothy Marion Smith apart from Janet Breland Veitch.
2. Timothy Marion Smith acknowledged to me:
 - a. **THAT** he is aware of the agreement and understands the provisions of the same.
 - b. **THAT** he is aware of the possible claims to property that he may have under the existing State legislation and that he intends to give up these claims to the extent necessary to give effect to the agreement.
 - c. **THAT** he is executing this document freely and voluntarily without any compulsion on the part of Janet Breland Veitch.

DATED at the City of Pelham, in the State of Alabama, this 8th day of June, 2011.


NOTARY PUBLIC

Print Name: Jayesh M. Patel

My Commission Expires:

Dec 14, 2012

**JAYESH M. PATEL
NOTARY PUBLIC STATE OF ALABAMA
MY COMM. EXPIRES DEC. 14, 2012**



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CERTIFICATE OF ACKNOWLEDGMENT

**STATE OF ALABAMA
COUNTY OF SHELBY**

1. This document was acknowledged under oath to my satisfaction by Janet Breland Veitch apart from Timothy Marion Smith.


2. Janet Breland Veitch acknowledged to me:

a. **THAT** she is aware of the agreement and understands the provisions of the same.

b. **THAT** she is aware of the possible claims to property that she may have under the existing State legislation and that she intends to give up these claims to the extent necessary to give effect to the agreement.

c. **THAT** she is executing this document freely and voluntarily without any compulsion on the part of Timothy Marion Smith.

DATED at the City of Pelham, in the State of Alabama, this 8th day of June, 2011.


NOTARY PUBLIC


Print Name: Jayesh M. Patel

My Commission Expires:

Dec 14, 2012

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JAYESH M. PATEL
NOTARY PUBLIC STATE OF ALABAMA
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