

**DOMESTIC LIMITED LIABILITY COMPANY  
AMENDMENT TO FORMATION/ORGANIZATION**

**PURPOSE:** In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/incorporated.

**INSTRUCTIONS:** Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of \$50.00 for standard processing or \$150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at [www.sos.alabama.gov](http://www.sos.alabama.gov) under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.



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Shelby Cnty Judge of Probate, AL  
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**(For County Probate Office Use Only)**

**This form must be typed or laser printed.**

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:

Fike Property Preservation, LLC

2. The date the Certificate of Formation was filed in the county: 04 / 18 / 2012 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 052 - 154 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at [www.sos.alabama.gov](http://www.sos.alabama.gov) under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

**(For SOS Use Only)**

This form was prepared by: (type name and full address)

Stephen Fike  
150 Davis Street  
Montevallo, AL 35115

4. The titles, dates, and places of filing of any previous Amendments: none

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**Attach a listing if necessary.**

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as a Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 09 / 07 / 2015 (format MM/DD/YYYY):

Shirley Fike signs over her share of Fike Property Preservation, Llc to Stephen Fike per the Divorce Settlement Agreement filed 7-27-2015. Agreement attached. Stephen Fike is now the sole owner.

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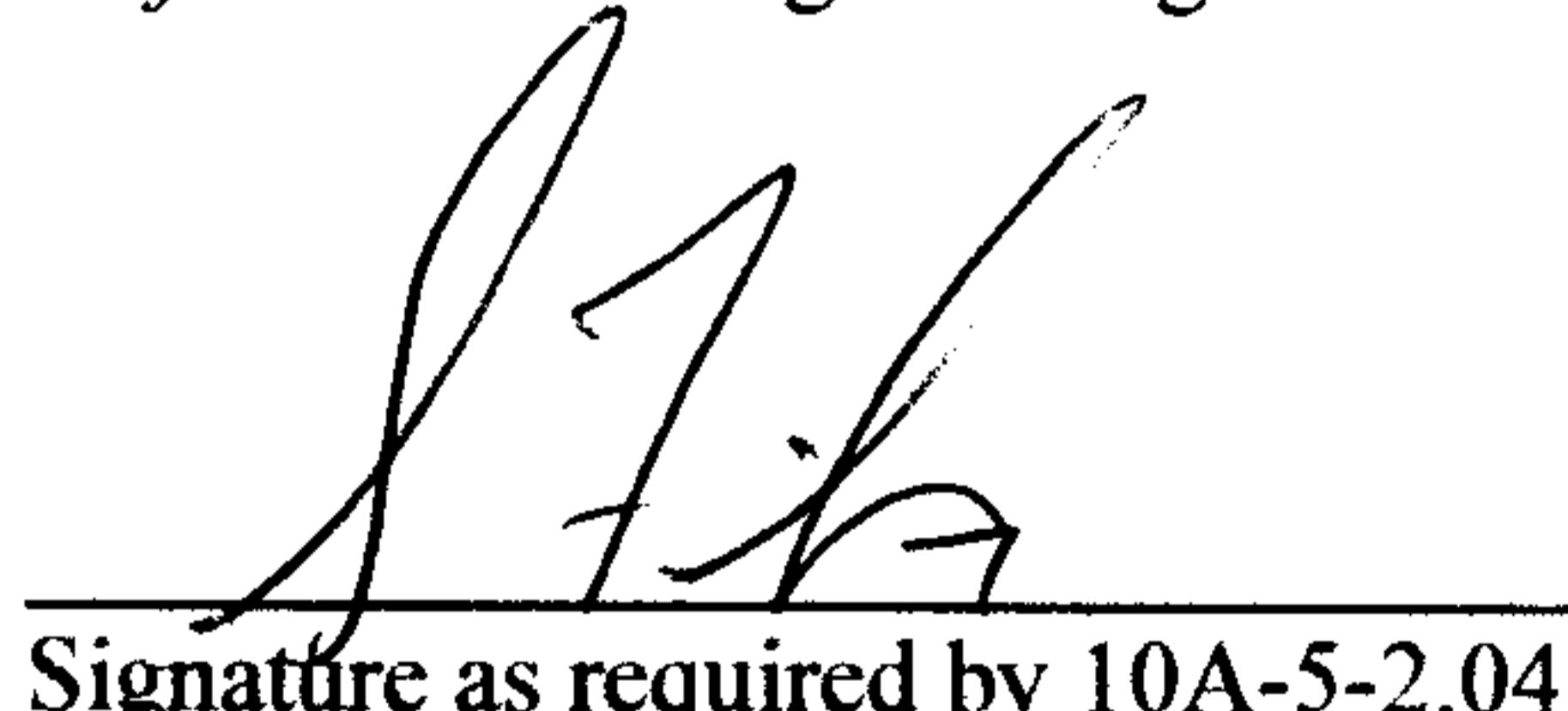
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Additional Amendments and the dates on which they were adopted are attached.

6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of 1975* and the governing documents of this entity.

09 / 07 / 2015  
Date (MM/DD/YYYY)



Signature as required by 10A-5-2.04

Stephen Fike  
Typed Name of Above Signature

Member  
Typed Title/Capacity to Sign under 10A-5-2.04



IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA  
[Domestic Relations Division]

SHIRLEY I. FIKE, )  
Plaintiff. )  
v. ) Case No. DR-2015-900380  
STEPHEN H. FIKE, )  
Defendant. )

SETTLEMENT AGREEMENT

WHEREAS, SHIRLEY I. FIKE (hereinafter referred to as "Wife" and/or "Mother") is contemplating filing or has already filed a Complaint for Divorce in the Circuit Court of Shelby County, Alabama, [Domestic Relations Division];

WHEREAS, SHIRLEY I. FIKE and STEPHEN H. FIKE (hereinafter referred to as "Husband" and/or "Father") wish to settle their property, financial, and other differences in an amicable manner, if a divorce shall in fact be granted to the Wife;

WHEREAS, both parties have made full disclosure of all separate and marital assets to each other and each party is relying upon said disclosure in signing this agreement; and

WHEREAS, neither party at the time of this Agreement is under the influence of any intoxicant or drug, legal or illegal, nor is any party experiencing any mental problems or conditions that would affect their judgment other than the stress normally to be expected in a divorce; and

WHEREAS, both parties voluntarily executing this Agreement free of undue influence, duress, and free from any cause, reason, promise, or consideration other than set out in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and mutual covenants and Agreements herein set forth, the parties do hereby mutually agree as follows:

**SECTION I**  
**Child Custody, Visitation, and Support**

**A. CUSTODY**

It is agreed by the parties that it is in the best interest of the minor children, namely Elizabeth T. Fike, date of birth April 14, 2009, and Addison G. Fike, date of birth December 16, 2012, for their care, custody and control to be shared by both parties. The Mother and Father understand that shared custody means both parties shall retain full parental rights and responsibilities with respect to their children regardless of which party has physical custody at any particular time. The Mother is designated as the primary custodian and the children shall reside with the Mother.

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The parties further agree that shared custody means shared parental responsibility and requires both parents to confer so that major decisions affecting the health and welfare of the children will be jointly determined.

In this regard, each party hereby expressly agrees that he or she, as the case may be, shall promptly notify the other party in the event said children may experience any substantive illnesses, accidents, or other events that could conceivably adversely affect the health and welfare of the children.

The parties further recognize the needs of their minor children for each parent's love, attention and influence and the Mother and Father agree to cooperate fully with each other in order to provide for the best interest and welfare of their minor children. The Mother and Father also recognize the need to cooperate one with the other in matters affecting the general health, welfare, education and well-being of their minor children. This Agreement intends to specifically recognize the fitness of both parents and the respective love and concern that each has for the minor children.

It is further agreed that each party shall notify the other party of any major conferences, programs, or events relating to such activities in such a way that said party shall have the opportunity to participate in such activities of the minor children. The Mother and Father agree to cooperate with one another in adjusting their schedules to assure that the children are delivered to and returned from such activities.

The Mother and Father agree to keep each other meaningfully informed of their children's school progress, health matters and the like. The Mother and Father shall have the right to be kept informed of all school activities and report cards, as well as all medical, dental and optical checkups or exams for the children. Both parties shall have the right to receive copies of all school records or reports from any specialists working with the children and shall have the right to consult with any teacher, doctor or other specialists attending the children for any reason. Each party shall have access to all school, educational, doctor, hospital or other medical reports, tests and evaluations of said children. This provision constitutes each party's consent for and release of such information to the other.

Both the Mother and Father desire to be involved in the various activities of the minor children. These include academic, religious, civic (such as music, theater and the like) cultural, athletic, medical and dental activities of the minor children. Further, the parties shall consult with each other prior to initiating any major activities with the minor children.

In the event the parties are unable to agree on any aspect of the academic, religious, civic, cultural, athletic, medical, dental or other activities of the minor children, the Mother is designated as having the final authority.

The exercise of this final authority is in no way intended to negate or expand the obligation and responsibilities of the parties as enumerated in any provisions of the Agreement herein, particularly the responsibility to notify and communicate with each other as set forth above.

**Relocation of Children:** Alabama law requires each party in this action who has either custody of or the right of visitation with a child to notify other parties who have custody of or the right of visitation with the child of any change in his or her address or telephone number, or both, and of any change or proposed change of principal residence and telephone number or numbers of a child. This is a continuing duty and remains in effect as to each child subject to the custody or visitation provisions of



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this decree until such child reaches the age of majority or becomes emancipated and for so long as you are entitled to custody of or visitation with a child covered by this order. If there is to be a change of principal residence by you or by a child subject to the custody or visitation provisions of this order, you must provide the following information to each other person who has custody or visitation rights under this decree as follows:

- (1) The intended new residence, including the specific street address, if known.
- (2) The mailing address, if not the same as the street address.
- (3) The telephone number or numbers at such residence if known.
- (4) If applicable, the name, address, and telephone number of the school to be attended by the child, if known.
- (5) The date of the intended change of principal residence of a child.
- (6) A statement of the specific reasons for the proposed change of principal residence of a child, if applicable.
- (7) A proposal for a revised schedule of custody of or visitation with a child, if any.
- (8) Unless you are a member of the Armed Forces of the United States of America and are being transferred or relocated pursuant to a non-voluntary order of the government, a warning to the non-relocating person that an objection to the relocation must be made within 30 days of receipt of the notice or the relocation will be permitted.

You must give notice by certified mail of the proposed change of principal residence on or before the 45<sup>th</sup> day before a proposed change of principal residence. If you do not know and cannot reasonably become aware of such information in sufficient time to provide a 45-day notice, you must give such notice by certified mail not later than the 10<sup>th</sup> day after the date that you obtain such information.

Your failure to notify other parties entitled to notice of your intent to change the principal residence of a child may be taken into account in a modification of the custody of or visitation with the child.

If you, as a non-relocating party, do not commence an action seeking a temporary or permanent order to prevent the change of principal residence of a child within 30 days after receipt of notice of the intent to change the principal residence of the child, the change of principal residence is authorized.

The parties shall make all photographs of the children available to each other for copying.

## B. VISITATION

1. The Father shall have custody/visitation with the children every other weekend starting July 3, 2015 from 3:00 p.m. Friday until 6:00 p.m. on Sunday. The week following his custody/visitation period, the Father shall pick up the children at 3:00 p.m. Wednesday and return them to the Mother by 8:00 a.m. the following morning. The week following the Mother's custody/ visitation period, the Father shall pick up the children at 3:00 p.m. on Tuesday return them to the Mother by 8:00 a.m. the following morning. The Father is responsible for all homework assignments due during his custody/visitation periods. Should either a Federal or State holiday, or the child's school schedule, excuse the child from attendance at school on the Friday beginning the custody/visitation period and/or on the Monday following said custody/visitation period, then the custody/visitation shall be

extended to include said Friday and/or Monday. The Friday custody/visitation period shall begin at 9:00 a.m. The Monday custody/visitation period shall end at 6:00 p.m.

2. **FALL BREAK:** The Father shall have custody/visitation of the children in odd numbered years (starting 2015) as set by the school calendar. The Mother shall have custody/visitation with the children in even numbered years (starting 2016) as set by the school calendar. Said fall break custody/visitation periods shall commence at 6:00 p.m. on the Friday beginning the fall break and conclude at 6:00 p.m. on the following Friday.
3. **THANKSGIVING:** The Mother shall have custody/visitation of the children every Thanksgiving from the time school lets out until 3:00 p.m. Thanksgiving Day and the Father shall have custody/visitation from 3:00 p.m. Thanksgiving Day until 3:00 p.m. on Friday. Should the Father's custody/visitation period fall on the weekend following Thanksgiving Day, the Father shall have custody/visitation from 3:00 p.m. Thanksgiving Day until 6:00 p.m. Sunday.
4. **CHRISTMAS:** The Mother shall have custody/visitation of the children in odd numbered years (starting 2015) beginning when school lets out for Christmas break until 11:00 a.m. Christmas Day. The Father shall have custody/visitation of the children in odd numbered years from 11:00 a.m. on Christmas Day until the children return to school on January 2<sup>nd</sup>. The Father shall have custody/visitation in even numbered years (starting 2016) beginning when school lets out for Christmas break until 11:00 a.m. on Christmas Day. The Mother shall have custody/visitation of the children in even numbered years from 11:00 a.m. on Christmas Day until the children return to school on January 2<sup>nd</sup>.
5. **EASTER:** The Father shall have custody/visitation of the children in even numbered years (starting 2016) from 5:00 p.m. on the Saturday before Easter until 3:00 p.m. Easter Sunday. The Mother shall have custody/visitation of the children in odd numbered years (starting 2017) from 5:00 p.m. on the Saturday before Easter until they return to school.
6. **FOURTH OF JULY:** The Father shall have custody/visitation of the children in odd numbered years (starting 2015) from 10:00 a.m. until 10:00 a.m. the following morning. The Mother shall have custody/visitation of the children in even numbered years (starting 2016) from 10:00 a.m. until 10:00 a.m. the following morning.
7. **SUMMER:** The Father shall have four (4) weeks during the school summer break each year, at times to be selected by the Father upon written notice to the Mother at least thirty (30) days in advance. The children shall be returned to the primary residence at least one week before the beginning of the fall school term.
8. **SPRING BREAK:** The Mother shall have custody/visitation with the children in even numbered years (starting 2016) as set by the school calendar. The Father shall have custody/visitation of the children in odd numbered years (starting 2017) as set by the school calendar. Said spring break visitation period shall commence at 6:00 p.m. on the Friday beginning the spring break and conclude at 6:00 p.m. on the following Friday.



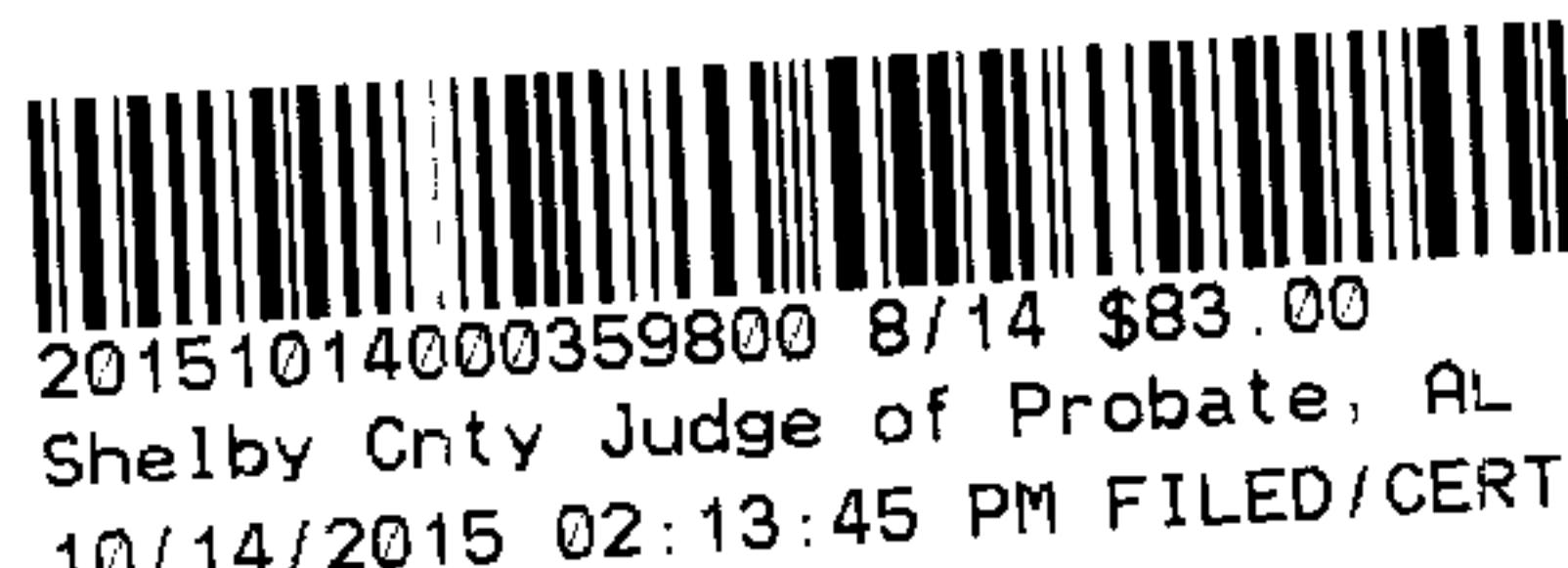
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9. **FATHER'S DAY:** The Father shall have the right of custody/visitation of the children for Father's Day of each year. Said custody/visitation period shall begin at 9:00 a.m. on Father's Day and shall end no later than 6:00 p.m. on Father's Day.
10. **MOTHER'S DAY:** The Mother shall have custody/visitation of the children on Mother's Day of each year. Said custody/visitation period shall begin at 9:00 a.m. on Mother's Day and shall end no later than 6:00 p.m. on Mother's Day.
11. **BIRTHDAYS:** The parent that does not have physical custody/visitation of a child based on the school or holiday schedule set out herein shall be allowed a minimum of two hours of visitation with the child on the child's birthday. The Mother and Father shall have custody/visitation of the children on their respective birthdays from 5:00 p.m. to 8:00 p.m. irrespective of the schedule set out herein.
12. **OTHER VISITATION:**
  - (a) The visitation periods as provided herein are intended by the parties to be the minimum to which each parent is entitled. The parties agree to extend such periods, as herein allowed, as the children grow older, and as may be in the best interest of said children, and to reschedule, by mutual agreement, any visitation period which is inconvenient for the parties or interferes with the children's extra-curricular activities, with both parties keeping in mind the best interests of the children.
  - (b) Each party shall give the other party the right of first refusal for child care during his or her custody/visitation period in the event the custodial parent is required to be out of town for an overnight stay or is otherwise in need of extended child care.
13. **NOTIFICATION OF ILLNESS OR ACCIDENT:** In the event that a child becomes seriously ill or requires hospitalization due to an illness or accident, the party having actual physical custody of the child at the time of such occurrence shall promptly notify the other party of such occurrence. Such notification shall include the nature of the illness or accident, the location of the child, and the name of the child's treating physician.
14. **PROPRIETY:**
  - (a) Neither party shall in any way attempt to harass, harm, hinder, decrease, or destroy the natural love of the children for the other parent. Neither parent shall make disparaging remarks or otherwise speak badly of the other parent to another party, to, or in the presence of, the children and both parents shall make every effort to prevent others from doing so. Further, the parties shall strive to maintain harmonious relations for the benefit of the parties' children.
  - (b) The parties shall not consume any alcoholic beverages or be under the influence of drugs when exercising visitation.

- (c) Neither party shall at any time allow an unrelated person of the opposite sex to remain with the party after 10:00 p.m. when the children are present.
- 15. **TELEPHONE ACCESS:** Each party shall have reasonable telephone access with the minor children while in the physical control of the other parent. The children shall also have reasonable telephone access to both parents at all reasonable times. Each party shall provide the other party with the address and telephone number where the minor children may be located during their respective visitation periods.
- 16. **NOTICE:** Except as provided with respect to the extended summer time visitation period specified hereinabove, no advance notice shall be required of the parent exercising his or her visitation period. However, that party shall notify the other party, as soon as practicable, if that party is unable to visit with the children at the scheduled time and place.
- 17. **THE CHILDREN'S ACTIVITIES:** Neither party shall schedule activities for the minor children which will preclude the other party from having the children with him or her at the times and places set forth hereinabove. In the event that it is necessary to schedule activities for the children, the parties shall jointly confer and shall make joint decisions concerning those activities as much as possible, and it shall be the responsibility of the party who is exercising his or her visitation period to transport the children to those activities. The scheduling of activities shall not be utilized to deprive either party of any visitation periods.
- 18. **ACCESS TO INFORMATION:** Both parties shall have access to information concerning the children, including, but not limited to, medical, dental, and hospital records, school records, report cards, and any other information concerning the parties' minor children.
- 19. **PRIMARY RESIDENCE/VISITATION:** Each parent shall keep the other informed of the addresses and telephone numbers where the children will reside or visit for more than 24 hours.

### C. CHILD SUPPORT

- 1. The income tax exemptions for the said minor children shall be split with the Mother claiming Addison G. Fike and the Father claiming Elizabeth T. Fike.
- 2. For the use and benefit of said minor children, the Father shall pay to the Mother the sum of \$1,000.00 per month as child support. All such payments shall be made directly to the Mother by the Father.
- 3. The first such payment of support shall be due on or before the 25<sup>th</sup> day of July, 2015. Payments shall be made thereafter on or before the 25<sup>th</sup> of each month. Payments shall continue until each child attains majority, marries, is emancipated and/or becomes self-supporting.



4. That the award of child support made herein is not in compliance with Rule 32(A)(1) of the Alabama Rules of Judicial Administration because the Defendant has agreed to pay child support in excess of the guidelines. Due to the fact that the Father is self-employed, no Income Withholding for Support form shall be entered and/or served at this time and the Father shall make said payments directly to the Mother.
5. In order to secure the payment of the above provided for child support after the death of the parents, the Parties shall, at their own expense, keep or maintain or obtain and keep paid up to date insurance on their lives in a face benefit amount of not less than \$500,000 with the children (or each other, as custodian for such children under the Uniform Gifts to Minors Act) named as the beneficiaries of same. The policies shall be delivered to each other within thirty (30) days after the approval of this agreement by the Court and the entry of the decree of divorce. After the support obligation has ended, the Parties shall return the policies to each other. The cash surrender or loan value of the policies shall not be obtained by either party during the existence of the support obligation without the written consent of each other. The Parties agree that any insurance policy that the parties obtain, regardless of the date, shall have a constructive trust imposed upon it up to \$500,000 regardless of the date that said policy is taken out and regardless of who is named as beneficiary of said insurance policy.
6. The minor children are currently on Medicaid. The parties shall make every effort to keep and maintain medical insurance on the minor children either individually, through an employer or a government sponsored program. The parties shall exchange with each other information on how to file claims within thirty (30) days of the approval of this agreement by the Court and entry of a divorce decree. If the signature or assistance of either parent is needed, that parent shall freely give the same upon request.
7. It is understood and agreed that any payments for support, maintenance or education agreed to be paid herein above shall not abate, cease or be reduced during any period of visitation by any child with the non-custodial parent, regardless of the length of the period of visitation, unless both the custodial and the non-custodial parent agree differently in writing and such writing is filed with the Court in the form of a petition to modify this agreement and any divorce decree that may be entered, or unless upon an order of the Court after service of proper process, notice of hearing is given.

## SECTION II

### Property Division

#### A. Real Property

The parties' home located at 150 Davis Street, Montevallo, Alabama shall be immediately placed on the market for sale. Upon the sale of the home, the net sales proceeds (after paying all encumbrances, Realtor commissions, closing costs, etc.) shall be divided 50/50 between the Husband and Wife.

## B. Personal Property

1. **HUSBAND:** All right and title to the following described chattels is hereby divested out of the Wife and vested in the Husband, subject to any encumbrances against the same: all of the Husband's personal effects, jewelry, clothing and clothing accessories. In addition, all items of personal property currently in the Husband's name or belonging solely to him, including without limitation, cash, bank accounts, U.S. savings bonds, certificates of deposits, thrift savings plans, savings accounts, checking accounts, securities, pension plans, retirement plans, IRA, business interests, partnerships, insurance policies, books or other financial holdings and the like not specifically referenced herein, as well as the 2007 Toyota Tundra, shall be his sole property, and the Wife is divested of any interest therein. **Note:** The vehicle is in the Wife's name so the Husband will attempt to refinance the vehicle. Should the Husband be unable to refinance said vehicle, the Wife will sign over title to the vehicle once the note has been paid in full. Should the Husband be more than 30 days behind on said vehicle payment, the Wife has the option to repossess said vehicle to protect her credit.
2. **WIFE:** All right and title to the following described chattels is hereby divested out of the Husband and vested in the Wife, subject to any encumbrances against the same: all of the Wife's personal effects, jewelry, clothing and clothing accessories. In addition, all items of personal property currently in the Wife's name or belonging solely to her, including without limitation, cash, bank accounts, U.S. savings bonds, certificates of deposits, thrift savings plans, savings accounts, checking accounts, securities, pension plans, retirement plans, IRA, business interests, partnerships, insurance policies, books or other financial holdings and the like not specifically referenced herein, as well as the Kia Optima, shall be her sole property, and the Husband is divested of any interest therein.
3. The parties acknowledge that they have made an equitable distribution of all household goods, furniture and personal property. With the exception of those items specifically listed below, the Wife is awarded all household goods, furniture, fixtures and personal property which are in her possession and the Husband is divested of all interest thereof.

### Husband

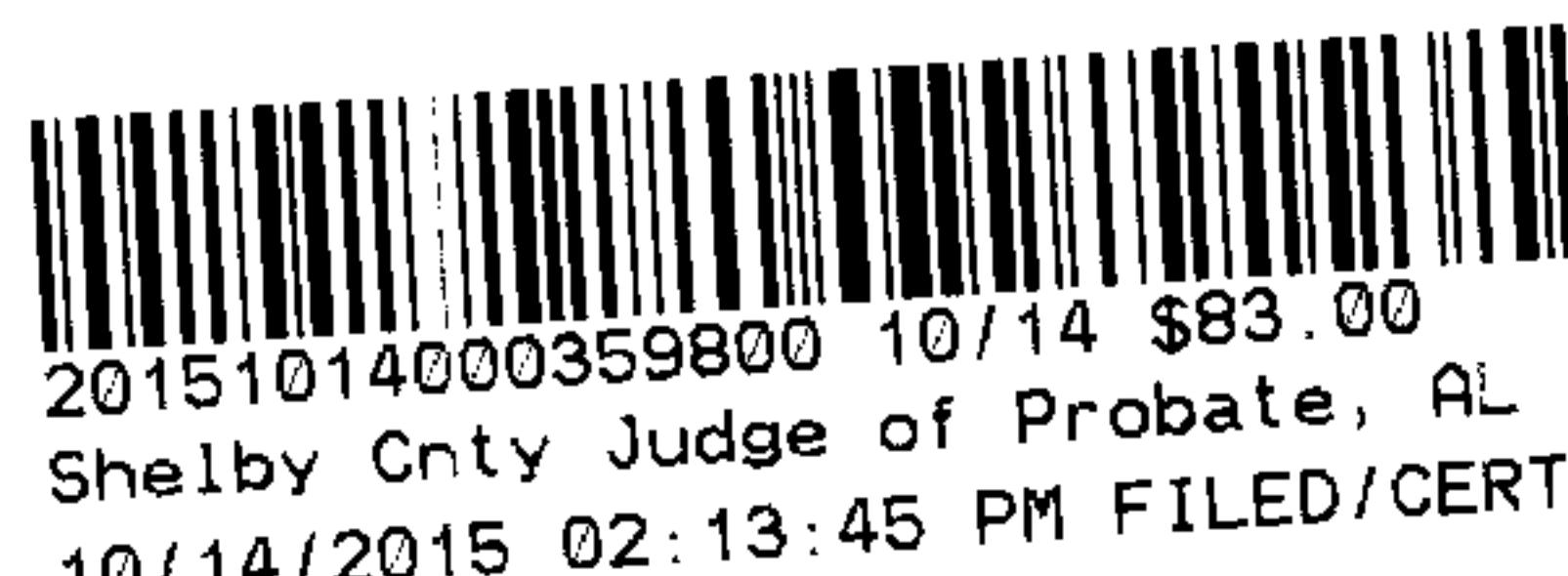
- a. Leather sofa, love seat and ottoman
- b. Living room console table, TV and side table; and
- c. Queen bedroom suite.

### Wife

- a. Master bedroom suite.

## C. Debts

1. The parties are each responsible for any and all debts in their individual names, holding each other harmless as to any claims by creditors.



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**Husband:**

The Husband shall pay the following debts when due and shall hold the Wife harmless as to any claims by the creditor against the Husband as to such debt, and shall reimburse the Wife for all costs of paying, settling or compromising such claim, including the Wife's attorney's fees:

- a. Home Depot credit card, currently in the amount of approximately \$7,000
- b. Business Chase card ending in 4600
- c. Home mortgage and any expenses such as insurance and taxes
- d. Lienholder on the 2007 Toyota Tundra and insurance thereon.

**Wife:**

The Wife shall pay the following debts when due and shall hold the Husband harmless as to any claims by the creditor against the Wife as to such debt, and shall reimburse the Husband for all costs of paying, settling or compromising such claim, including the Husband's attorney's fees.

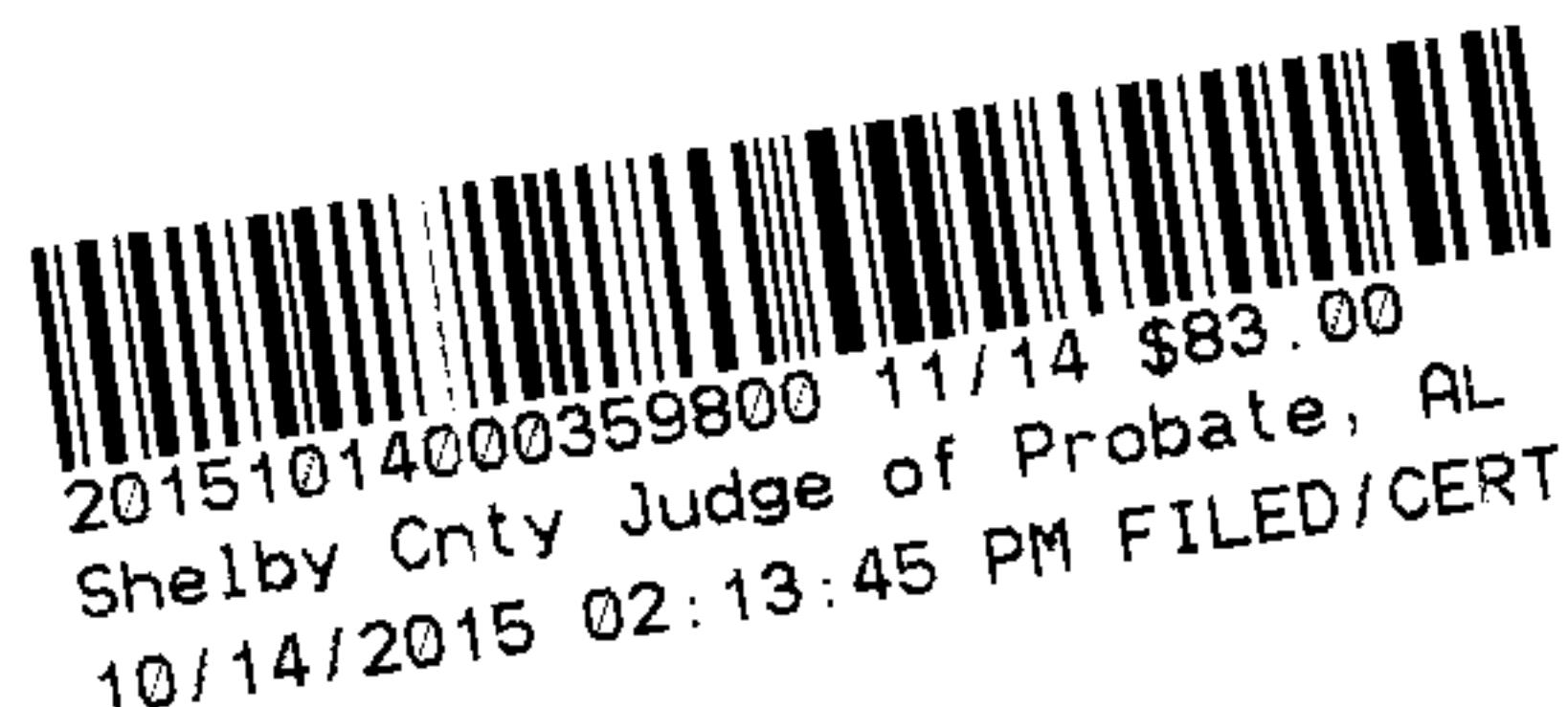
- a. Lienholder on the Kia Optima and insurance thereon.
- 2. With respect to each party's responsibility to pay the debts and liabilities set forth in this section and to hold the other harmless from any liability thereon whatsoever, the parties intend these specific debts and liabilities to be non-dischargeable under Sec. 523(a)(5) of the Bankruptcy Code. Each party warrants to the other that the party has not incurred debts that have not been disclosed upon which the other party would be liable in any manner whatsoever. The parties hereto agree that neither party shall charge or cause to be charged to the other party any purchases that either of them may make after this Agreement is entered into and shall not create any engagements or obligations in the name of or against the other nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are not charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges. In the event that one of the parties filed for Bankruptcy on one or more of the debts that the party is responsible for as set out above, this amount shall be treated as alimony and/or support by the Court, is non-dischargeable and the parties understand and agree to this provision.

### SECTION III

#### Business Ventures

The Wife agrees to sign over her 51% share of Fike Property Preservation, LLC to the Husband once he pays off the Home Depot credit card in full and provides her with proof of said full payment. The Wife shall sign whatever papers are necessary within one week of receiving proof of full payment.

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**SECTION IV**  
**Alimony and Support**

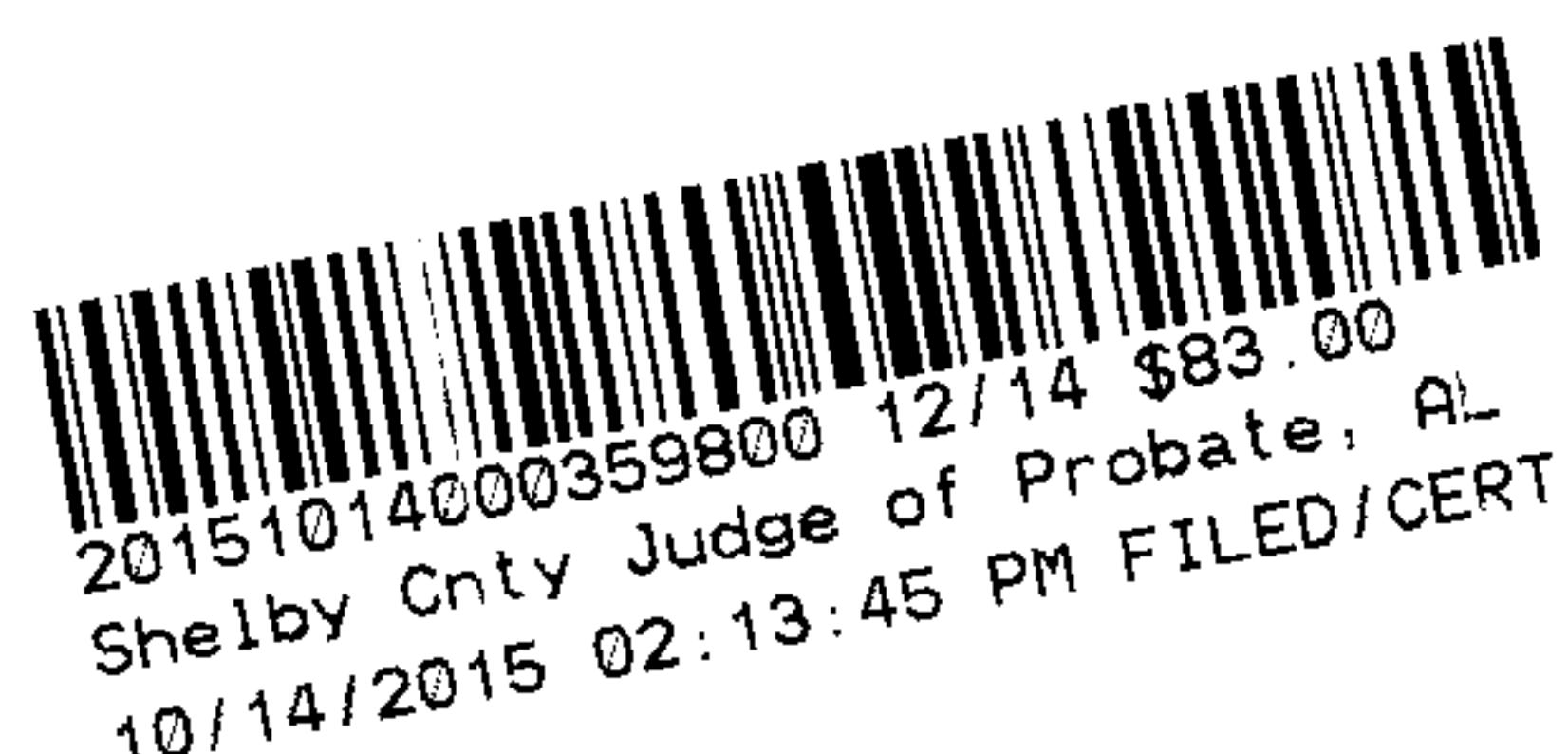
Both parties waive the right to claim alimony in any form from each other.

**SECTION V**  
**Attorney's Fees and Court Costs**

Each party shall pay his/her own attorney's fees and court costs.

**SECTION VI**  
**Miscellaneous**

1. **Mutual Release:** By signing this Agreement, each party agrees to release the other from any and all claims against the other, whether civil claims or equitable claims arising under the laws of the United States, Alabama, any other state or any other country.
2. **Choice of Forum:** This agreement shall be construed under and in accordance with the laws of the state of Alabama, and all obligations of the parties created hereunder are performable in Alabama.
3. **Severance:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
4. **Entire Agreement:** This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein and each party enters into this contact voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of the other's estate.
5. **Effective Date:** This Agreement will take effect immediately when the parties sign said Agreement and the parties will be bound by its terms and conditions as of the date of the Agreement.
6. **Waiver:** The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title and interest, consummate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise, including marital, insurance, contractual, and all other rights by way of dower, homestead, exemption, alimony, or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions, or causes of action, except as to the obligations imposed by this Agreement or by the Court's decree, this



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being intended as full, final, and complete settlement of the property, marital, and other rights of the parties hereto.

7. **Nondischargeability:** With respect to each party's responsibility for payment of certain debts, and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties.
8. **Noncompliance:** Should either party incur any expense or legal fees as a result of the breach of any portion of this Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party. No breach, waiver, or default of any of the terms of this Agreement shall constitute a waiver of any subsequent breach or default of any of the terms of this Agreement.
9. **Voluntary Execution:** Each party acknowledges that this Agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this Agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this Agreement, other than the representations set forth herein.
10. **Modification:** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement, and approved by the Court if such approval is required. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
11. **Prior Tax Liabilities:** If in connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and if so, to that extent), or out of a joint income or deduction. The Husband and Wife each represent and warrant to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct and complete and fully and accurately reflect income and deduction for those years.
12. **Execution of Documents:** Each of the parties hereto shall, when and as requested by the other party, execute and deliver to such other party any and all documents, deeds, releases and conveyance necessary or convenient to show title to property of the said parties vested in accordance with the terms of this Agreement.
13. **Agreement Executed with Advice:** The parties hereto have duly been advised of their rights by counsel of their own choosing, or have executed a written waiver thereof, and each of them hereby declares that he or she understands the terms and provisions hereof and considers them to be fair and equitable.

IN WITNESS WHEREOF, SHIRLEY I. FIKE and STEPHEN H. FIKE have executed this agreement on the day and date appearing in the acknowledgment of each of their respective signatures, and have hereunto set their seals.

Shirley I. Fike (L.S.)  
SHIRLEY I. FIKE, Plaintiff/Wife

ACKNOWLEDGED AND SIGNED IN MY PRESENCE ON the 24th day  
of July, 2015.

Dale N. Quin  
Notary Public, State at Large  
My Commission Expires: 5/21/19

Stephen H. Fike (L.S.)  
STEPHEN H. FIKE, Defendant/Husband

ACKNOWLEDGED AND SIGNED IN MY PRESENCE ON the 24th day  
of July, 2015.

Dale N. Quin  
Notary Public, State at Large  
My Commission Expires: 5/21/19

Agreement Prepared by:  
Harwell Law Firm LLC  
1063 Narrows Way, Suite A  
Birmingham, AL 35242  
PHONE: (205)980-1445

