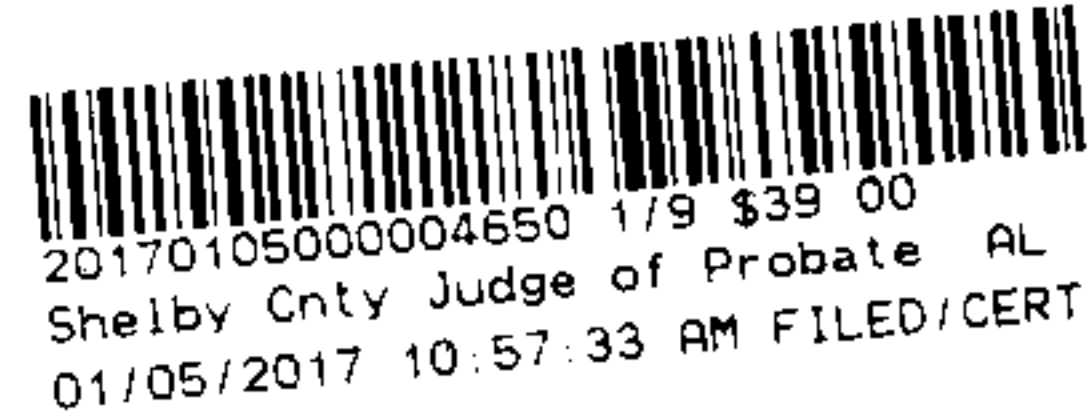


STATE OF ALABAMA

JEFFERSON COUNTY



WAIVER OF RIGHT TO ELECT AND OF OTHER RIGHTS
TO THE MARITAL DOMICILE
PURSUANT TO ALABAMA CODE §43-8-72 (1975)

BY

RICHARD L. CRISS

ACKNOWLEDGMENT

Alabama Code §43-8-72 (1975) entitled WAIVER OF RIGHT TO ELECT AND OF OTHER RIGHTS provides as follows:

"The right of election of a surviving spouse and the rights of the surviving spouse to homestead allowance, exempt property and family allowance, or any of them, may be waived, wholly or partially, before or after marriage, by a written contract, agreement, or a waiver signed by the party waiving after fair disclosure. Unless it provides to the contrary, a waiver of "all rights" (or equivalent language) in the property or estate of a present or prospective spouse or a complete property settlement entered into after or in anticipation of separation or divorce is a waiver of all rights to elective share, homestead allowance, exempt property and family allowance by each spouse in the property of the other at death and a renunciation by each of all benefits which would otherwise pass to him from the other by intestate succession or by virtue of the provisions of any will executed before the waiver or property settlement." ALA. CODE § 43-8-72 (1975)

This Waiver of Right to Elect and of Other Rights to the Marital Domicile (the "Waiver of All Rights") is made pursuant to Alabama Code § 43-8-72 (1975) on this 4th day of NOVEMBER, 2014, ("Effective Date"), by RICHARD L. CRISS (hereinafter "Husband"), a resident of Shelby County, Alabama. Any future reference made to the Waiver of All Rights throughout this document shall apply and refer to the Marital Domicile.

WITNESSETH

WHEREAS, Husband and MARY EARLINE CRISS (hereinafter "Wife"), a resident of Shelby County, Alabama are now married, having been married on the 21st day of October 1995, in Jefferson County, Alabama; and Wife has openly and fully discussed with Husband her financial circumstances and condition; and

WHEREAS, Husband and Wife reside together at 5532 Double Oak Lane, Birmingham, Shelby County, Alabama 35242 (the "Marital Domicile"); and

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by Richard L. Criss

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RLC: RLC

WHEREAS, Wife is lawfully seized in fee simple of the said Marital Domicile, the description and estimated value of which has been disclosed to prior to the execution of this Agreement on the attached "Exhibit A" that is incorporated by reference as part of this Waiver of All Rights; and

WHEREAS, Husband is, at the time of this execution of this Waiver of All Rights, satisfied as to the completeness, accuracy, and adequacy of Wife's disclosure reflected in said Exhibit A; and Husband agrees that Exhibit A substantially sets forth Wife's assets and liabilities, and he recognizes that there may be some assets which are not included which will not materially or adversely increase or diminish the net worth of Wife; and accordingly, Husband agrees that sufficient detail regarding the net worth of Wife is set out in the attached Exhibit A; and

WHEREAS, Husband acknowledges that he has had an ample opportunity to make, and has made, inquiry and received satisfactory answers regarding the net worth of Wife, and has reviewed the attached Exhibit A with respect to Wife's financial condition; that he has ascertained all facts, conditions and circumstances likely to influence his judgment in connection with the execution of this Waiver of All Rights; that he has entered into this Waiver of All Rights freely and voluntarily, with full and complete knowledge as to the reasons for and the results of this Waiver of All Rights; and

WHEREAS, Husband agrees this instrument is to be effective upon his execution in accordance with the applicable laws of the State of Alabama; and

WHEREAS, Nicholas P. Callahan, III, an attorney at law and a member of the law firm of The Callahan Law Firm, LLC, located at 4914 Cahaba River Road, Birmingham, AL 35243 has represented Wife in connection with the preparation of and execution of Husband's Waiver of All Rights, has participated in the drafting of Husband's Waiver of All Rights, and has advised her as to the legal effect of Husband's Waiver of All Rights on her rights and interests; and

WHEREAS, Husband acknowledges that he has had ample opportunity to consult with his independent legal counsel, but has declined to do so; nonetheless, Husband acknowledges that he is fully aware of the legal rights of a surviving husband in the deceased spouse's estate and his legal rights in the event of a divorce or separation; and that he has fully read, understands and agrees to the terms of this Waiver of All Rights; and further agrees that he is not acting under duress or undue influence in executing this Waiver of All Rights and that his execution of same is done freely and voluntarily; and

WHEREAS, Husband having sufficient understanding of his legal rights, desires to accept the provisions of this Waiver of All Rights or claims which may accrue to him upon the death of Wife, or upon their divorce.

NOW, THEREFORE, in consideration of the above premises, including their marriage and other good and valuable consideration, including Husband's desire to have this Waiver of All Rights govern his rights as husband, the receipt and adequacy of which is hereby acknowledged, Husband hereto agrees as follows:

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by Richard L. Criss

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I. VALIDITY AND SCOPE OF WAIVER OF ALL RIGHTS

1. Should Husband contest and fail to disprove the validity of this Waiver of All Rights, he shall be solely responsible for his own attorney's fees and those of the other party in defending the validity of this Waiver of All Rights.
2. Husband shall not retain the right to alter, amend, or revoke this Waiver of All Rights, in whole or in part, at any time.

OWNERSHIP, CONTROL, AND DISPOSITION OF ASSETS

II. SEPARATE ASSETS AND LIABILITIES

1. Husband desires that the Marital Domicile be considered Wife's separate property in the event of a divorce and hereby waives all rights to elective share, homestead allowance, exempt property and family allowance of the Marital Domicile, which shall be the Wife's separate estate upon her death. This Waiver of All Rights is not intended to apply to any other property acquired in the joint names of the parties during the course of the marriage, which is addressed separately under "Joint Assets."
2. Wife shall have the absolute and unrestricted right during her lifetime to make any disposition whatsoever of her separate estate, or any asset thereof, whether with or without any consideration from anyone for any such disposition, free from any claim or right that could otherwise be asserted under the law by Husband by reason of their marriage, and with the same effect as if no marriage had been consummated between them.
3. Wife may make such disposition of her property as the case may be by gift or will during her lifetime as she sees fit. Nothing contained in this Waiver of All Rights is intended to negate or affect the right of Husband or Wife to make a Will which provides for a gift, bequest, or devise to the other, and Husband and Wife intend that no such Will nor gift, bequest, or devise made thereunder shall be construed as made in breach, or contravention, of this Waiver of All Rights, or shall be construed as a waiver of any provision hereof.
4. Wife shall have at all times the full right and authority, in all respects, the same as she would have had if not married, to use, enjoy, manage, lease, convey, encumber, or otherwise dispose of such property as may belong to her and to receive all monies, rents, issues, income and profits thereof without any restrictions whatever and without interference from Husband.
5. In the event that Wife desires to mortgage, sell, or convey any portion of her property or estate, whether real or personal, Husband will join in such bill of sale, deed of conveyance, or mortgage, as may be necessary in order to effect such sale, conveyance, or mortgage. Nevertheless, Husband shall not be obligated by the terms of this Waiver to incur or in any way subject himself to any liabilities which may have been or shall at any time in the future be created by Wife.



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6. Husband specifically relinquishes any right that he may have in any property that Wife may acquire by inheritance as the result of a bequest being made in the future which would cause property to be received upon the death of a parent, other relative, or any other third party.

7. In the event that Husband, prior to the execution of this Agreement, has made gifts to Wife of jewelry, household furniture or furnishings, or other tangible personal property of any kind, or if Husband, subsequent to the execution of this Waiver of All Rights, shall from time to time in the future make gifts to Wife of such property, then Husband hereby acknowledges and confirms that all such gifted property will belong solely to Wife.

8. Assets acquired jointly by Husband and Wife after the marriage which do not qualify as separate estate property shall be considered jointly owned property (hereinafter "Marital Assets"), and shall be divided as set out herein.

9. Husband shall pay all debts and liabilities incurred *prior to* the execution of this Waiver of All Rights in his name, and in no case shall Wife be held liable for the separate debts and liabilities incurred in Husband's name *prior to* the execution of this Waiver of All Rights.

10. Husband further agrees that he shall be individually responsible for and shall pay all debts and liabilities incurred *after* the execution of this Waiver of All Rights in his name, and in no case shall Wife be held liable for the separate debts and liabilities incurred in Husband's name *after* the execution of this Waiver of All Rights.

III. DISSOLUTION OF THE MARRIAGE BY DIVORCE

1. In the event of the divorce of Husband and Wife for any reason whatsoever, regardless of who may initiate such divorce proceedings, and subject to the provisions set out herein this Waiver of All Rights, Wife shall not be obligated to pay to Husband any alimony whether lump sum or periodic, spousal support or any payment in the nature of alimony and/or spousal support, to make any property settlement or equitable distribution of any jointly owned assets or income and/or proceeds from said assets to the other, or to make any other payment or distribution of jointly owned assets or income and/or proceeds from said assets of any kind in connection with the divorce except as provided herein. Furthermore, in the event of the divorce of Husband and Wife, (i) Wife shall continue to own all of her individually owned assets including but not limited to stocks, bonds, investment securities of all kinds, partnership interests, business interests including but not limited to corporations, limited liability companies, general and/or limited partnerships, and/or interest therein or any other type of investment vehicle, cash, bank account balances, real property and interests therein, as well as her own separate automobiles or other motor vehicles, household furniture and furnishings, pictures, paintings, antiques, appliances, jewelry, clothing, china, silverware, and other items of personal use and (ii) Husband shall be responsible for any and all debts of his individual making ("Individual Debts") and (iii) all other debts incurred during the marriage ("Marital Debts") shall be assumed and paid equally by Husband and Wife.

2. Any increase in value or other conversion of any separate property of Wife (as listed in Exhibit A or otherwise addressed herein), whether by sale and purchase of replacement property and/or upgraded property, transfer to another separate asset, natural increase in value via the market

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and/or interest, remodeling and/or other improvement, or other intentional or unintentional increase in value, shall remain the separate property of Wife, regardless of Husband's financial or other contribution to any said increase in value. Any purported commingling of said property shall have no effect on its distribution in the event of the termination of the marriage of Husband and Wife by death or divorce, and Husband specifically rejects the transmutation of Wife's separately owned property into jointly owned property by the commingling of said property or by the common use of said property for the benefit of the marriage.

3. If, at the time of divorce, any assets are owned jointly with right of survivorship, then and in that event with respect to any such jointly-owned property, Husband and Wife, respectively, shall be awarded an equal one-half (1/2) interest in each such jointly-owned asset, and shall be required to assume one-half (1/2) of any debt associated with the asset ("Joint Debts") regardless of which party furnished the consideration for the purchase thereof or investment therein. Any marital or other jointly held assets not specifically addressed otherwise shall also be divided upon divorce such that Husband and Wife shall be entitled to an equal one-half (1/2) interest therein.

4. At the time of the execution of this Waiver of All Rights the Wife has as her separate property the Marital Domicile, consisting of approximately one (1) acre located at 5532 Double Oak Lane, Birmingham, AL 35242. This property is "the Wife's Property" and shall remain the Wife's sole property. Husband agrees and intends that the Wife shall be responsible for any and all debt associated with the Wife's Property.

IV. MARITAL RIGHTS AT DEATH

1. Nothing contained in this Waiver of All Rights is intended to negate or affect the right of Husband or Wife to make a Will which provides for a gift, bequest or devise to the other, and Husband agrees that no such Will nor gift, bequest nor devise made thereunder shall be construed as made in breach, or contravention, of this Waiver of All Rights, nor shall such be construed as a waiver of any provision hereof, but it is clearly understood that any such gift, bequest or devise shall in no manner be required of Husband or Wife, except as provided herein. Furthermore, Husband agrees that, except as provided for hereinabove, although Husband shall not have the right to participate in the estate of Wife, if a gift, bequest or devise is provided for him in the Will of Wife, then, he shall participate in the estate of Wife only to the extent of that gift, devise or bequest, and such participation shall be considered to be in addition to anything received or required to be furnished under this Waiver of All Rights.

2. Husband hereby disclaims, waives, and releases all rights and interests (statutory or otherwise), except as provided in this Waiver of All Rights, which he may have or acquire as surviving spouse in the Marital Domicile, which shall be considered the Wife's separate property, including without limitation:

(a) All rights of Husband to claim, as the surviving spouse of Wife, under the laws of the State of Alabama (including the laws of the state of their domicile at the time of their death). This shall include, but not be limited to, rights or claims traditionally referred to as dissent, dower, curtesy, or any statutory substitutes therefor;

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- (b) Husband's right as the surviving spouse to take an intestate share in the event Wife dies intestate;
- (c) Husband's right as the surviving spouse to take an elective share in the event Wife dies testate;
- (d) Husband's right as the surviving spouse to take an intestate share in the event Wife dies testate, but fails to provide by her last will and testament for Husband;
- (e) Husband's right as the surviving spouse to a homestead allowance;
- (f) Husband's right as the surviving spouse to take exempt property;
- (g) Husband's right as the surviving spouse to a family allowance; and
- (h) Husband's right, if any, to act as administrator, executor or personal representative of Wife's estate.

V. JOINTLY-OWNED ASSETS AND BENEFIT PLANS

Nothing contained in this Waiver of All Rights is intended to negate or affect the right of Husband and Wife to create and maintain joint bank accounts (whether checking or savings), joint brokerage accounts and joint registration of stocks, bonds, certificates of deposit and/or other securities, or jointly-owned real estate, all of which joint accounts, securities, registrations and/or real estate may provide by separate contract for joint ownership of the assets by Husband and Wife during their lifetimes and upon the death of either of them, then to the survivor of them absolutely. If, at the time of death of the first party hereto to die, any assets are owned by Husband and Wife in such joint ownership form described herein (i.e., jointly with right of survivorship), then and in such event the survivor of the parties hereto shall, for all purposes with respect to such property, receive such property free of any claim of any kind, and shall be deemed to be the absolute owner thereof regardless of the source of funds which created such joint ownership.

VI. RETIREMENT PLAN BENEFITS

Husband shall not have any right to the any retirement benefits of Wife, regardless of whether they are specifically listed in Exhibit A as separate property or whether such retirement benefits were accumulated after Husband and Wife's marriage. Nothing contained in this Waiver of All Rights is intended to negate or affect the right of Husband or Wife to designate the other as a death beneficiary of his or her retirement benefits or accounts.


VII. COMPLETENESS OF WAIVER OF ALL RIGHTS

1. It is expressly agreed that this Waiver of All Rights is entered into after a full and frank disclosure, and with full knowledge on the part of Husband as to the character, extent and probable

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value of the estate of Wife, and of all the rights conferred by law upon Husband in the estate of Wife by virtue of said marriage, but it is the desire and wish of Husband that all of his rights in the estate of Wife shall be completely governed by the terms of this Waiver of All Rights, which shall be binding upon Husband, his heirs, assigns and personal representatives, both at law and in equity.

2. In the event that any one or more of the provisions contained in this Waiver of All Rights should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

VIII. INTERPRETATION AND IMPLEMENTATION

This Waiver of All Rights shall be controlled, construed and given effect by and under the laws of the State of Alabama. It is intended that this Waiver of All Rights shall continue to be valid and effective without respect to where Husband and Wife are domiciled at any time in the future, and that Alabama law is to control the validity and effect of this Waiver of All Rights regardless of either Husband's or Wife's domicile at the time of its consideration by any court.

IX. CHANGE IN CIRCUMSTANCES

Husband acknowledges that while the circumstances at the time of the death of Wife or the termination of the marriage by divorce or legal proceedings may be different from those circumstances existing at the time that this Waiver of All Rights is executed, nonetheless, Husband even in the event of a change of circumstances, agrees to be bound by this Waiver of All Rights.

X. BINDING EFFECT

This Waiver of All Rights shall be binding upon Husband, and shall inure to the benefit of the Wife, and her heirs, executors, personal representatives, administrators, devisees, legatees, successors, and assigns.

XI. ABSENCE OF DURESS OR UNDUE INFLUENCE

THIS WAIVER OF ALL RIGHTS was executed free of any duress, coercion, collusion or undue influence, and the terms of this Waiver of All Rights are not unconscionable, but are fair, just and equitable. Husband was provided prior to the execution of this Waiver of All Rights a fair and reasonable disclosure of the property and the financial obligations of Wife and has carefully read and reviewed the contents of this Waiver of All Rights. Husband agrees and states that he has freely and voluntarily entered in this Waiver of All Rights with full knowledge and is fully aware of all the rights which hereby shall be waived by this Waiver of All Rights. Husband acknowledges that he has been represented in the preparation of this Agreement by counsel of his own choosing.

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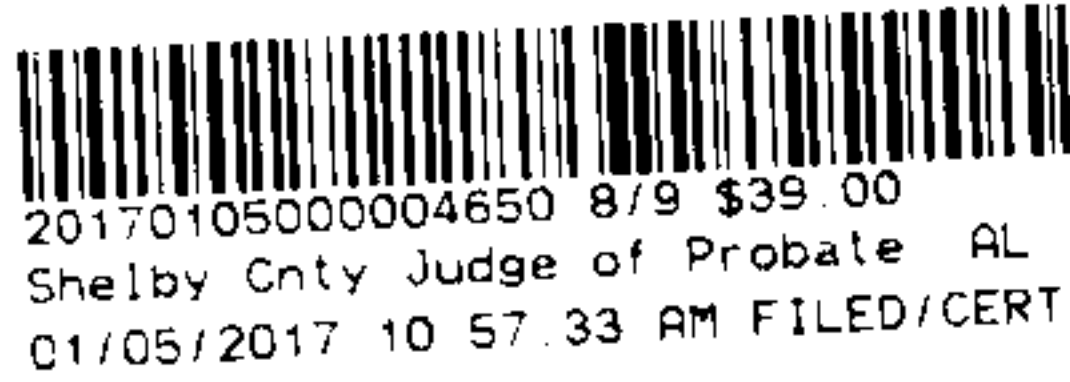
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IN WITNESS WHEREOF, Husband has hereunto set his hand and seal all on the date and year first above set forth.

[SEAL]



Richard L. Criss
HUSBAND - RICHARD L. CRISS

Michelle Mathews
WITNESS
PRINTED NAME OF WITNESS

ACCEPTED:

Mary E. Criss
WIFE - MARY E. CRISS

[SEAL]

Michelle Mathews
WITNESS
PRINTED NAME OF WITNESS

STATE OF ALABAMA
JEFFERSON COUNTY }

I, N P CALLAHAN III, a Notary Public in and for said County, in said State, hereby certify that RICHARD L. CRISS, whose name is signed to the foregoing WAIVER OF ALL RIGHTS and who is known to me, acknowledged before me on this day that, being informed of the contents of thereof he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of NOVEMBER, 2014.

[Signature]
NOTARY PUBLIC

The Callahan Law Firm, LLC
4914 Cahaba River Road
Birmingham, AL 35249
My Commission Expires: **NICHOLAS P. CALLAHAN, III**
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
March 25, 2018

STATE OF ALABAMA
JEFFERSON COUNTY }

I, N P CALLAHAN III, a Notary Public in and for said County, in said State, hereby certify that MARY E. CRISS, whose name is signed to the Husband's Waiver of All Rights and who is known to me, acknowledged before me on this day that, being informed of the contents of thereof she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of NOVEMBER, 2014.

[Signature]
NOTARY PUBLIC

The Callahan Law Firm, LLC
4914 Cahaba River Road
Birmingham, AL 35249
My Commission Expires: **NICHOLAS P. CALLAHAN, III**
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
March 25, 2018

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EXHIBIT A

WIFE'S ASSETS

The Marital Domicile (the Wife's separate property) is situated on approximately one acre of land:
Appraised value as listed on the 2014 Property Tax Notice\$215,000.00
Wife estimates the Fair Market Value to be between\$250,000.00 - \$300,000.00

Household Contents: Furniture and Furnishings:
(includes Housewares, China, Silver, Appliances,
Electronics, Outdoor Furniture)\$30,000.00

2002 Toyota Highlander\$5,000.00

Jewelry (includes wedding rings)\$5,000.00

Stocks: AT&T, Verizon, Comcast\$7,000.00

Annuity IRA – 9/30/14 Statement Balance:
(Rolled into IRA when Wife retired from BellSouth)\$250,000.00

Alabama Telco IRA – 9/30/14 Statement Balance:
(Rolled into IRA when Wife retired from BellSouth)
Certificates of Deposit\$90,000.00

Alabama Telco Checking:\$3,000.00

WIFE'S LIABILITIES

The Marital Domicile is owned by Wife in fee simple, free and clear of any debt, lien or encumbrance.

Wife has no outstanding debts, claims or liabilities other than those incurred on a month to month basis.
Wife does not have a regular bank savings account)

Wife's Comments: The Marital Domicile was purchased solely by Wife several years prior to Wife's marriage to Richard L. Criss. The property is recorded in the name of Mary Kiker (Wife's name prior to marriage to Richard L. Criss.) The prior mortgage on the property was in Wife's name only. There is no mortgage or lien on the property.

Since retiring from Bellsouth, Wife has continued to work to this date; and all mortgage payments, insurance, taxes, repairs, additions and improvements to the Marital Domicile have been paid solely by Wife from wages Wife earned while continuing to work. Wife has paid off the mortgage on the Marital Domicile and now owns the property in fee simple with clear title, free and clear of any debt, liens or encumbrances.

When Richard L. Criss ("Richard") and Wife married, both agreed (since each had children from prior marriages) that Richard's property, assets and liabilities would remain his, and Wife's property, assets (including the Marital Domicile) and liabilities would remain hers. Richard and Wife agreed that neither one would make any provision whatsoever in their respective Wills for the other, so that their respective children were the only heirs to their respective estates.

Richard retired first, and Wife accommodated his request by signing a waiver to any claim regarding his Retirement Pension/Income.


Likewise, when Wife retired from BellSouth, Richard signed a waiver to any claim regarding Wife's Retirement Pension/Income.

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