

## **GIFT AGREEMENT**

This Gift Agreement (the "Agreement") is made on this 31<sup>st</sup> day of December, 2017, by and among Mr. David P. Phillips, Jr., Mrs. Paula T. Phillips ("Donors"), residents of Shelby County, Alabama, and LifeLink Career Resource Center, Inc., an Alabama nonprofit corporation ("LifeLink").

### **WHEREAS:**

1. Mr. David P. Phillips, Jr., is the sole Member and owns and controls all membership and ownership interests in Alabama Pick and Trade, LLC, an Alabama Limited Liability Company ("APAT"); and
2. There are no encumbrances, pledges, liens, options, assignments, third-party rights or claims, or restrictions of any kind, such as but not limited to any buy-sell agreement or preemptive rights, pertaining to the membership or ownership interests in APAT and/or preventing the unencumbered donation or conveyance of such interests to LifeLink or, subsequent to this Agreement, by LifeLink; and
3. The Donors together hold a valid Purchase Money Mortgage on certain real property owned by APAT, located at the physical address of 33985 Highway 25 in Harpersville, Alabama 35078 and identified in the legal description in Attachment 1 to this Agreement, and executed on December 22, 2014 and filed with the Shelby County Judge of Probate on January 6, 2015, evidencing a certain indebtedness of APAT to the Donors; and
4. The Donors know of no other mortgages, restrictions, reservations, unpaid taxes, environmental restrictions or damages, or other limitations associated with the real property noted above, apart from the recorded easements related to two adjacent RV (recreational vehicle) campground/park sites as described in Attachment 2 to this Agreement; and
5. The Donors wish to make an unrestricted gift of their membership and ownership interests in APAT, unencumbered and released from the mortgage and indebtedness noted herein above.

### **NOW THEREFORE:**

6. The Donors individually and collectively hereby make an irrevocable charitable gift, transfer, donation, and contribution to LifeLink of all APAT membership and ownership interests, whether in membership units, percentages, or whatever form, of Mr. Phillips and/or the Donors.
7. Within 30 (thirty) days of this Agreement, the Donors shall execute and file with the Shelby County Judge of Probate a Satisfaction or Release of the mortgage noted herein above,

evidencing the satisfaction or release of all indebtedness of APAT to the Donors individually or collectively, in a form satisfactory to LifeLink in its reasonable discretion.

8. LifeLink shall arrange for a qualified appraisal of the donation described above, including the real property specified herein and described in the attached legal description, in compliance with IRS regulations, with a copy of the appraisal to be sent directly to LifeLink from the appraiser.

9. LifeLink is a 501c3 non-profit organization with Federal Tax ID number of 20-8564116. Contributions to LifeLink are 100% tax deductible unless benefits are provided in exchange for the gift, as noted on the receipt for any such donation. There are no such benefits being provided by or on behalf of LifeLink to the Donors in exchange for the gift and donation described herein.

10. This Agreement and the donation as described herein are intended to be binding and enforceable against the Donors and each of their estates, heirs, personal representatives, successors and assigns.

11. It is intended and understood that the donation(s) as described herein are to be used by LifeLink in its complete discretion and without restriction of any kind by the Donors.

12. The Donors will indemnify and hold harmless, but without any obligation to defend, LifeLink, APAT, and its and their Members, officers, directors and employees from any claims or demands pertaining in any way to APAT and made against any Donor or APAT prior to the date of this Agreement. The Donors also will indemnify and hold harmless, but without any obligation to defend, LifeLink, APAT, and its and their Members, officers, directors and employees from any claims or demands pertaining in any way to APAT and made against APAT or LifeLink and arising from actual or alleged facts, circumstances, acts or omissions that took place prior to the date of this Agreement.

13. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Alabama. This Agreement supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement, subject to any subsequent written agreement or amendment signed by both the Donors and LifeLink. However, the Donors and LifeLink agree to cooperate and to execute and deliver any such additional instruments and to take such further actions as any other party hereto might, from time to time, reasonably request in order to effectuate the purposes and intent and to carry out the stated terms of this Agreement.

14. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provisions, and the remaining provisions of this Agreement shall be binding and enforceable, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision was not part of this Agreement.

15. The donation by the Donors under this Agreement shall not include those personal property items located at the physical address noted in Section 3 above and identified in the list of excluded items in Attachment 3 to this Agreement.

DONORS:

Paula T. Phillips  
PAULA T. PHILLIPS

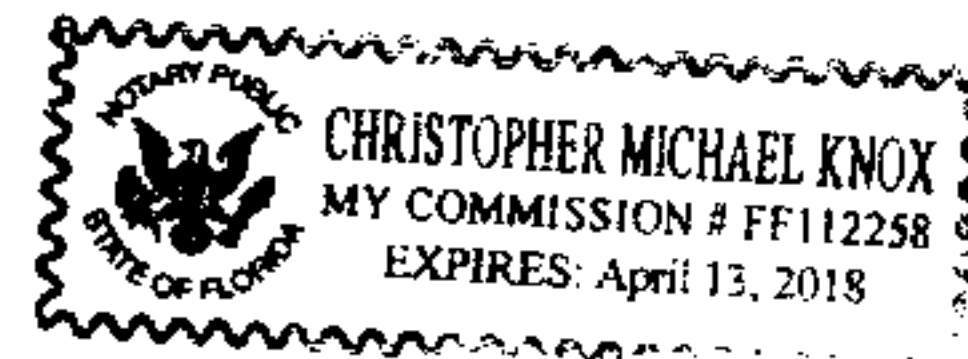
STATE OF FLORIDA  
COUNTY OF Gulf

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Paula T. Phillips, whose name is signed to the foregoing Gift Agreement, and who is known to me, acknowledged before on this day, that being informed of the contents thereof, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 29<sup>th</sup> day of December 2017.

[Signature]  
NOTARY PUBLIC

My commission expires: 4-13-2018.



David P. Phillips, Jr.  
DAVID P. PHILLIPS, JR.

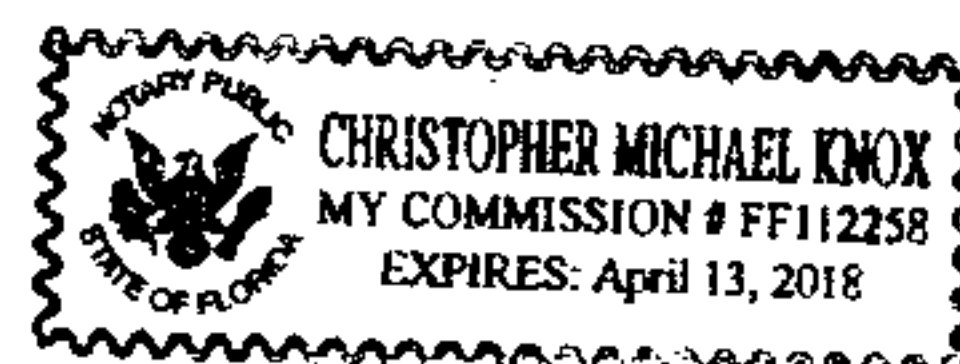
STATE OF FLORIDA  
COUNTY OF Gulf

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that David P. Phillips, Jr., whose name is signed to the foregoing Gift Agreement, and who is known to me, acknowledged before on this day, that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 29<sup>th</sup> day of December 2017.


[Signature]  
NOTARY PUBLIC

My commission expires: 4-13-2018.



CHARITY:

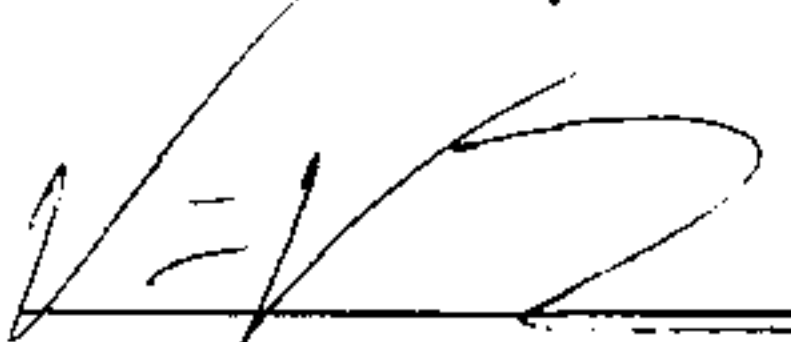
LIFELINK CAREER RESOURCE CENTER, INC.

BY: Randall K. Walker   
ITS: President

STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Randall K. Walker whose name as the President of LifeLink Career Resource Center, Inc., an Alabama nonprofit corporation, is signed to the foregoing Gift Agreement, and who is known to me, acknowledged before on this day, that being informed of the contents thereof, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal on this the 30 day of December 2017.

  
NOTARY PUBLIC

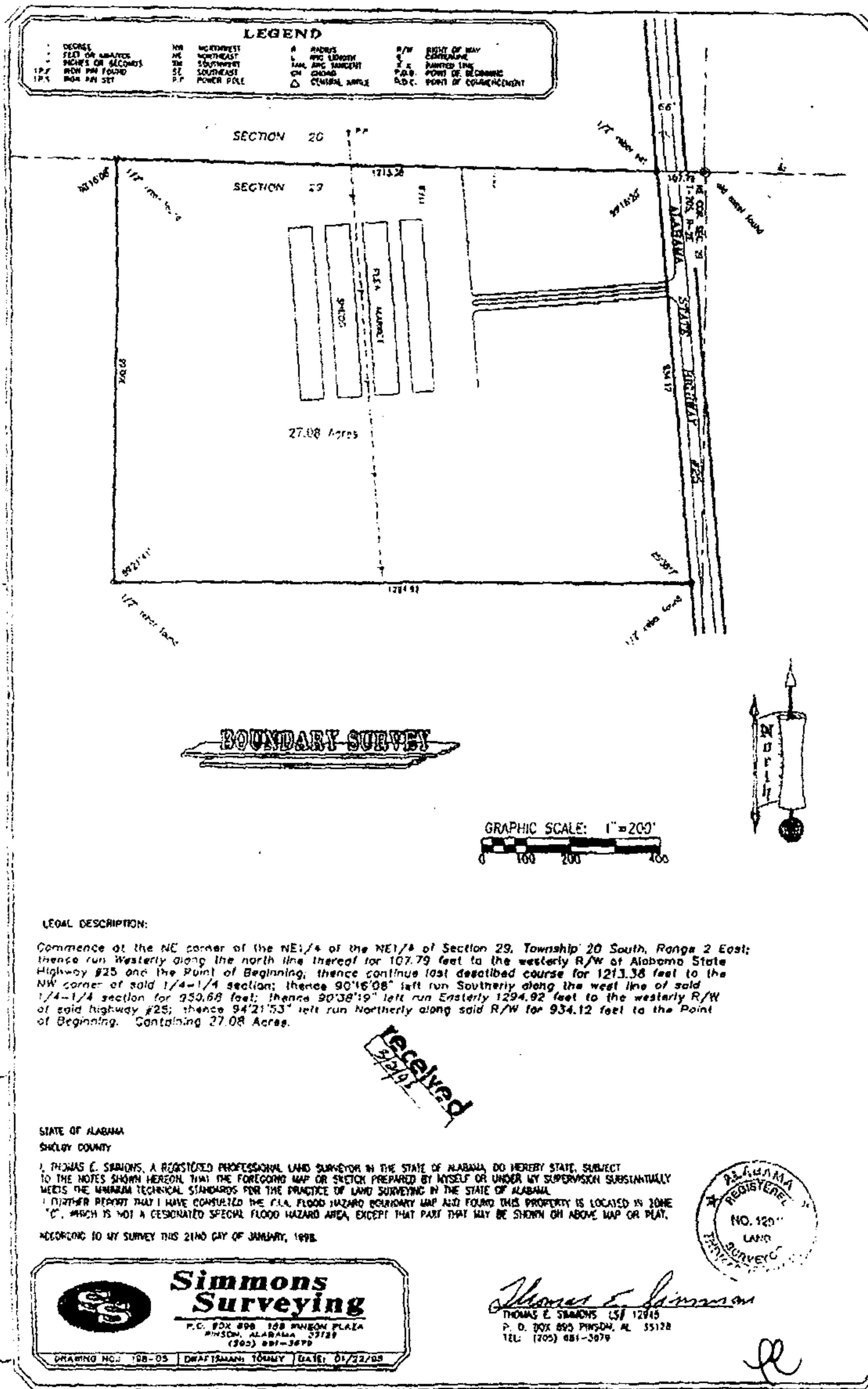
My commission expires: MY COMMISSION EXPIRES MAY 17, 2020



20180703000236580 4/16 \$60.00  
Shelby Cnty Judge of Probate, AL  
07/03/2018 10:08:36 AM FILED/CERT



## Attachment 1 Legal Description




20180703000236580 5/16 \$60.00  
Shelby Cnty Judge of Probate AL  
07/03/2018 10:08:36 AM FILED/CERT

STATE OF ALABAMA       )  
COUNTY OF SHELBY       )

THIS INSTRUMENT PREPARED BY:  
Wallace, Ellis, Fowler, Head & Justice  
P O Box 587  
Columbiana, AL 35051

PURCHASE MONEY MORTGAGE

  
20180703000236580 6/16 \$60.00  
Shelby Cnty Judge of Probate, AL  
07/03/2018 10:08:36 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned Alabama Pick And Trade LLC, an Alabama limited liability company, is justly indebted to David P. Phillips, Jr. and Paula T. Phillips, husband and wife in the sum of Two Hundred Twenty Thousand and NO/100 Dollars (\$220,000.00) (the "Indebtedness") evidenced by a promissory note of even date, and


WHEREAS, it is desired by the undersigned to secure the prompt payment of the Indebtedness with interest.

NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned Alabama Pick And Trade LLC (hereafter, the "Mortgagors"), do hereby grant, bargain, sell and convey unto the said David P. Phillips, Jr. and wife, Paula T. Phillips (hereinafter, the "Mortgagee"), the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

See attached Exhibit "A" for Legal Description.

Subject to taxes for 2015 and subsequent years.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagee has the option of paying off them; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof in companies satisfactory to the Mortgagee, with loss, if any, payable to the Mortgagee, as the interest of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if the undersigned fails to keep the Property insured as above specified, or fails to deliver the insurance policies to the Mortgagee, then the Mortgagee has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagee, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall

  
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Shelby Cnty Judge of Probate, AL  
01/06/2015 12:50:08 PM FILED/CERT

be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable.

Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of the Indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, at public outcry, to the highest bidder for cash and apply the proceeds of the sale; first, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended, or that it may be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagor; and the undersigned further agrees that the Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefore, as through a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and the undersigned further agrees to pay a reasonable attorney's fee to the Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the persons named as grantees in the granting clause herein.

Any estate or interest herein conveyed to the Mortgagee, or any right or power granted to the Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagee.

IN WITNESS WHEREOF, the undersigned David Phillips, Jr., as Manager of Alabama Pick And Trade LLC, has hereunto set his signature and seal, this 22nd day of December, 2014.

WITNESS:

ALABAMA PICK AND TRADE LLC

David Phillips, Jr.  
By: David Phillips, Jr., as its manager

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that David Phillips, Jr., as Manager of Alabama Pick And Trade LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed the contents of the conveyance he executed the same voluntarily on the day the same bears date in his capacity as manager of company.

Given under my hand and seal this 22nd day of December, 2014.

William R. Gentry  
Notary Public

My Commission Expires: 9/12/15



20180703000236580 8/16 \$60.00  
Shelby Cnty Judge of Probate, AL  
07/03/2018 10:08:36 AM FILED/CERT

2015010600005950 3/4 \$353.00  
Shelby Cnty Judge of Probate, AL  
01/06/2015 12:50:08 PM FILED/CERT



EXHIBIT "A"  
LEGAL DESCRIPTION

Commence at the Northeast corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 29, Township 20 South, Range 2 East; thence run Westerly along the North line thereof for 107.79 feet to the Westerly right of way of Alabama State Highway #25 and the point of beginning; thence continue last described course for 1213.38 feet to the Northwest corner of said  $\frac{1}{4}$   $\frac{1}{4}$  Section; thence 90 degrees 18 minutes 08 seconds left run Southerly along the West line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section for 950.68 feet; thence 90 degrees 38 minutes 19 seconds left run Easterly 1294.92 feet to the Westerly right of way of said Highway #25; thence 94 degrees 21 minutes 53 seconds left run Northerly along said right of way for 934.12 feet to the point of beginning.

20150106000005960 4/4 \$353.00  
Shelby Cnty Judge of Probate, AL  
01/06/2015 12:50:00 PM FILED/CERT

20180703000236580 9/16 \$60.00  
Shelby Cnty Judge of Probate, AL  
07/03/2018 10:08:36 AM FILED/CERT

Shelby County Probate Judge's Office  
 Judge James W. Fuhrmeister, Probate Judge  
 P.O. Box 825, Columbiana, AL 35051  
 Recording: 205-669-3720

Receipt for Services

|   |         |                                   |
|---|---------|-----------------------------------|
| Cashier   | JESSICA | Batch # 155098                    |
|   |         | Date: 01/06/2015 Time: 12:50:08PM |
| I hereby certify that the foregoing is a true and correct copy of the original as the same was filed for record in my office. |         |                                   |
| Notary Public for the State of Alabama<br>My Commission Expires 12/31/2015  |         |                                   |

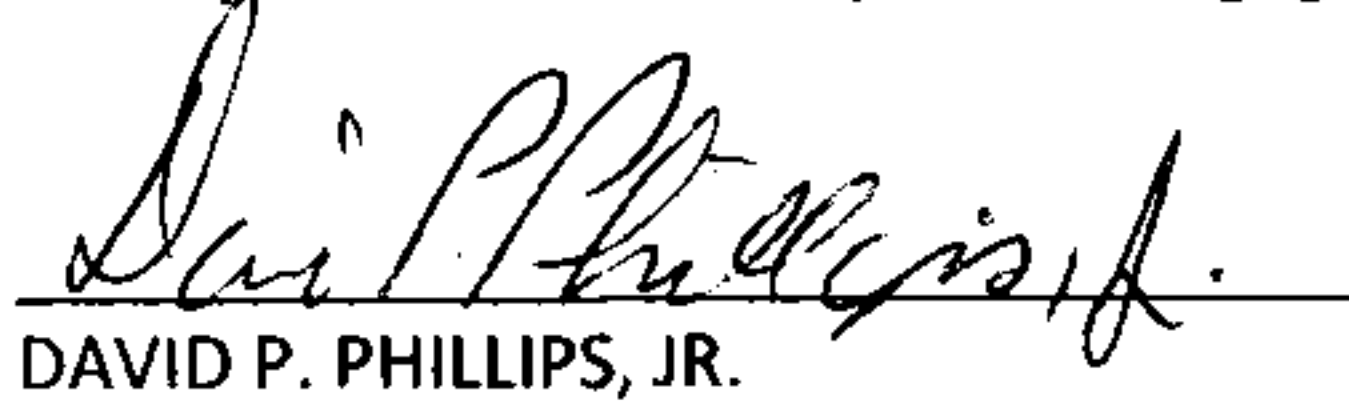
| Date                                | Instrument No     | Document Type     | Transaction Type | MortAmt    | Taxes  | Pages | ConsAmt | Pg/Amt |
|-------------------------------------|-------------------|-------------------|------------------|------------|--------|-------|---------|--------|
| 1/6/2015 12:50:08PM                 | 20150106000005950 | MORT              |                  | 220,000.00 | 330.00 | 4     | 0.00    | 4      |
| Party 1: ALABAMA PICK AND TRADE LLC |                   | Party 2:          |                  |            |        |       |         |        |
|                                     |                   | MORT              |                  | Total:     |        |       |         |        |
|                                     |                   |                   |                  |            |        |       | 353.00  |        |
|                                     |                   | Fee Total:        |                  |            |        |       |         | 353.00 |
| CHECK                               | 1007              | al pick and trade |                  |            |        |       |         | 353.00 |
|                                     |                   | Payment Total:    |                  |            |        |       |         | 353.00 |

20180703000236580 10/16 \$60.00  
 Shelby Cnty Judge of Probate, AL  
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**SATISFACTION OF RECORDED MORTGAGE**

STATE OF ALABAMA  
COUNTY OF SHELBY

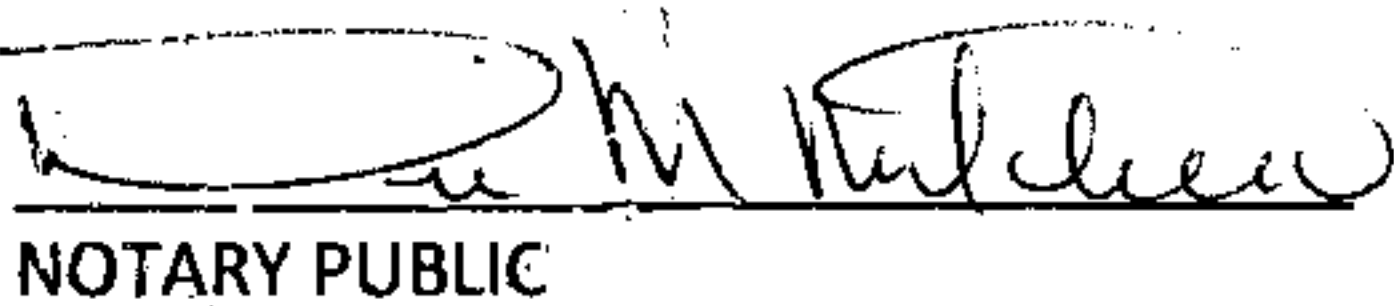
Know all by these presents that Mr. David P. Phillips, Jr. and Mrs. Paula T. Phillips do hereby acknowledge full payment of the indebtedness secured by the Purchase Money Mortgage on certain real property located at 33985 Highway 25 in Harpersville, Alabama 35078, and executed by Alabama Pick and Trade, LLC on December 22, 2014, and recorded in the Office of the Judge of Probate of Shelby County, Alabama on January 6, 2015, in Mortgage Record No. \_\_\_\_\_, and the undersigned do hereby release and satisfy said mortgage.

  
DAVID P. PHILLIPS, JR.

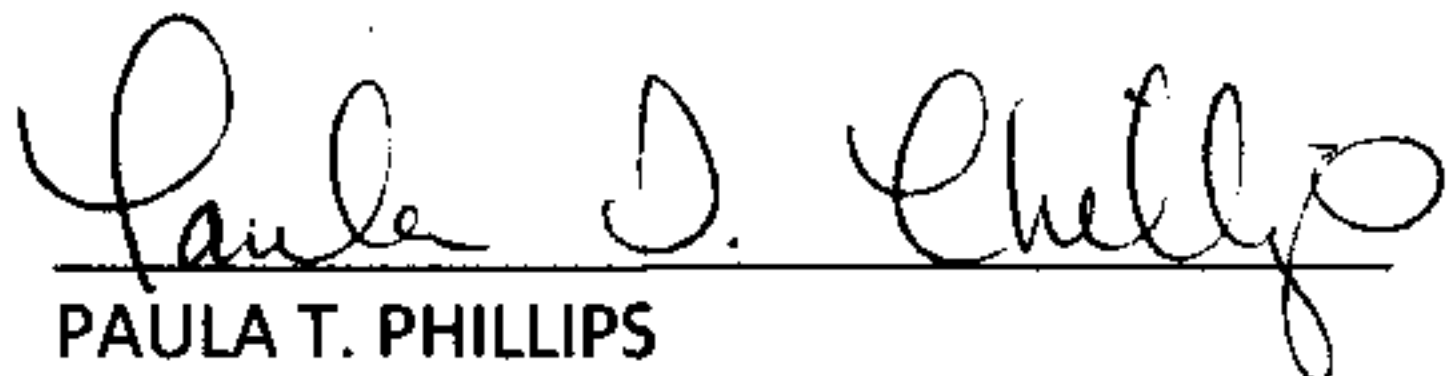
STATE OF ALABAMA  
COUNTY OF SHELBY

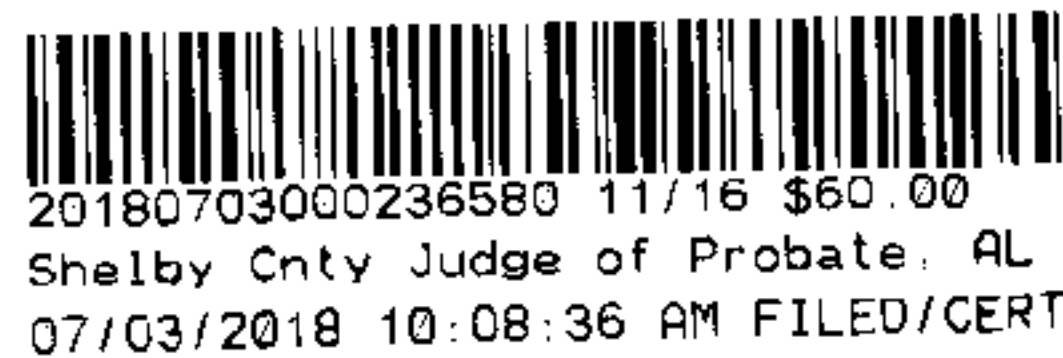
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that David P. Phillips, Jr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 28<sup>th</sup> day of December 2017.

  
NOTARY PUBLIC

My commission expires: 2-14-21

  
PAULA T. PHILLIPS



STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Paula T. Phillips whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 28<sup>th</sup> day of December 2017.

  
NOTARY PUBLIC

My commission expires: 2-14-21

**Easement Agreement**  
**Between Alabama Pick And Trade LLC and Phillips Farm (David & Paula Phillips)**

The GRANTOR (Alabama Pick And Trade LLC, 33985 Hwy 25, Harpersville, AL 35078, Section: 29, Township: 20S, Range: 02E, Parcel Number: 17 9 29 0 000 001.001) for and in consideration of One Dollar and other good and valuable consideration in hand paid, grant and convey to the GRANTEES, David and Paula Phillips, 33709 Hwy 25, Wilsonville, AL 35186, a perpetual, non-exclusive easement for ingress, egress, access, utility lines (including well water and septic tank with drain-field), over, on and across the following described real estate: (see attached Exhibit B), situated in Shelby County, Alabama, which easement shall run with the land and benefit the following described real estate: along the current northern fence line of 33709 Hwy 25, Wilsonville, AL 35186, Section: 29, Township: 20S, Range: 02E, Parcel Number: 17 9 29 0 000 001.000, situated in Shelby County, Alabama.

Dated this 29th day of December, 2017.

 Grantor: Alabama Pick And Trade LLC  
David P. Phillips, Jr., Alabama Pick And Trade LLC, Single Member

**Reference Information:**

Alabama Pick And Trade LLC reference information from Shelby County GIS:

Description: COM NE COR NE1/4 NE1/4 W107.79 TO W ROW HWY #25 CONT W1213.38  
S950.68 E1294

Remarks: RB 177 PG 786;RB 300 PG 454;RB 371 P 205;

David P Phillips, Jr. and Paula Phillips Farm reference information from Shelby County GIS:

Description: COM NW COR NE1/4 NE1/4 S954.64 TO POB CONT S379.16 W TO INT WITH 398  
CONTOUR L

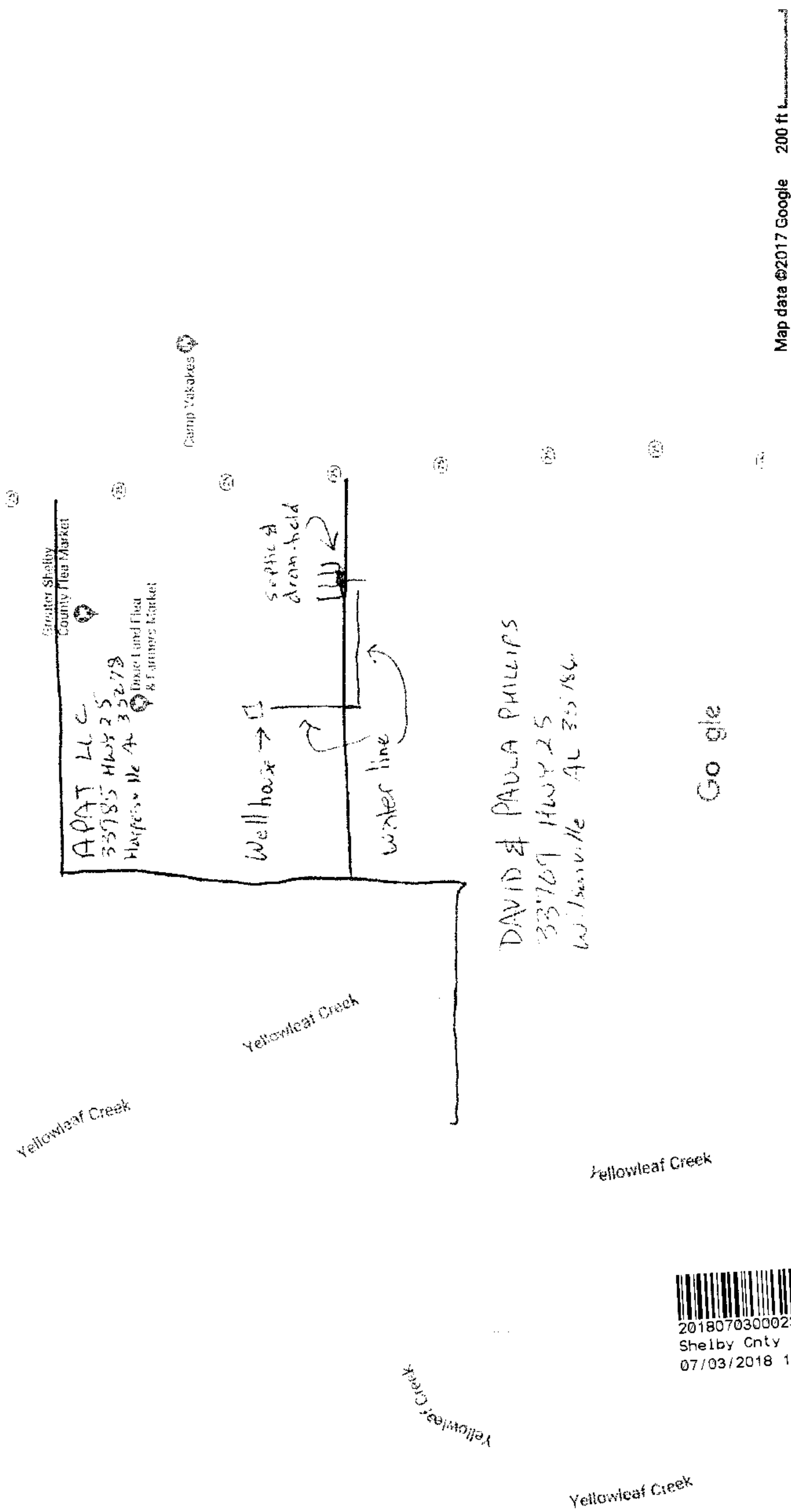
Remarks: RB 175 PG 976;



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07/03/2018 10:08:36 AM FILED/CERT

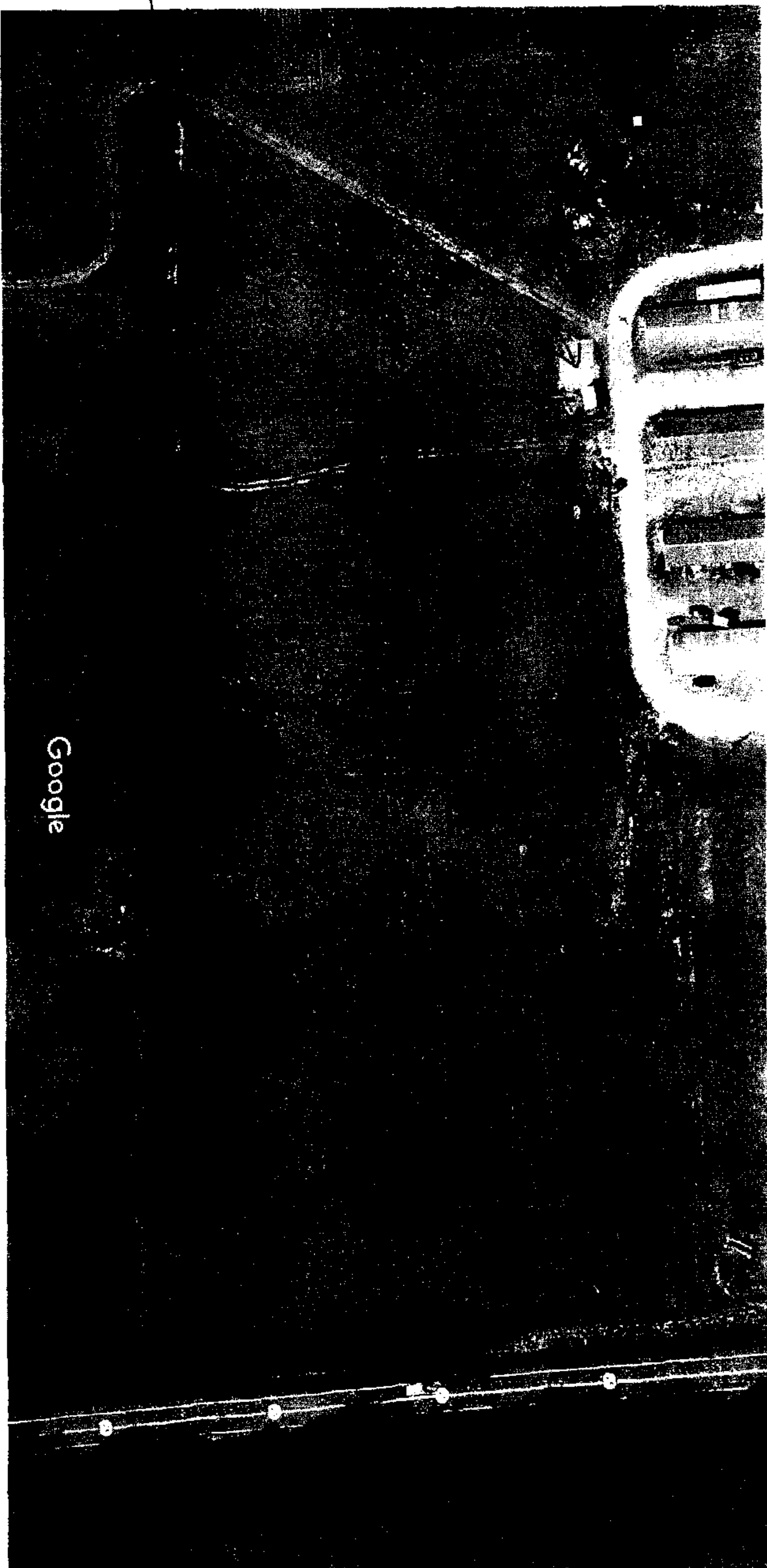


12/29/2017  
Go gle Maps  
to EASEMENT AGREEMENT b/n APAT LLC & DAVID & PAULA PHILLIPS  
EXHIBIT B



20180703000236580 13/16 \$60.00  
Shelby Cnty Judge of Probate, AL  
07/03/2018 10:08:36 AM FILED/CERT

Google Maps




Imagery ©2017 Google, Map data ©2017 Google

### Attachment 3

#### Excluded Items from the donation of property and assets located at 33985 Hwy 25, Harpersville, AL:

2 Pontoon Boats w Trailers outside of market  
Island Kitchen in Phillips personal storage wing  
2 nightstand tables within COTHW  
1 personal desk from COTHW  
2 heaters inside COTHW belong to DixieCars/YLC  
Personal books in Phillips personal storage wing  
Personal books in the Church Study Office  
Baby Crib and bedding in hallway  
Tools marked  
A few items from restaurant supplies area  
Printer from area outside of office (old Sarah Beths Printer)  
1 cash register from SB (2 there)  
Items inside of the semi tractor trailer parked behind market  
Pull behind trailers for equipment/hauling  
Forklift attachment which goes with our personal tractor at farm  
Jump house has been donated to another church – Debbie Mitchell was to pick up  
2 ext ladders  
Blue wheel barrow  
Several folding ladders – personal belongings  
1 pull behind 4 wheel cart/wagon  
Groups of refrigerators and microwaves belong to YLC  
1 green handtruck w flat treaded tires  
Oversized silver hand truck  
1 workbench w Paula's handwriting  
Selected tools  
Various personal items on personal shelves  
Fishing rod holders  
Orange forced air heater - kerosene  
Airless paint sprayer  
Items marked YLC belong to campground  
Refrigerators new in box belong to YLC  
AC window units new in box belong to YLC  
Gas Leaf Vac  
Expanded metal landscape trailer box  
2 wood burning stoves new in box  
Oriental/area rugs  
Rocking chair  
RV hoses  
Laser Level  
2 new in box electric pressure washers  
2 personal framed pictures on walls of COTHW  
Possibly a few personal items in office

  
20180703000236580 15/16 \$60.00  
Shelby Cnty Judge of Probate, AL  
07/03/2018 10:08:36 AM FILED/CERT





**Attachment 3 pg 2**

For Clarification donation includes:

1 camper/travel trailer which we personally own that Mac lives in  
1 Semi tractor trailer for storage  
1 portable concrete mixer  
5 burner gas stainless steel gas grill  
Drywall  
Air compressor  
Punch  
Drill press  
Carport covers / tents  
Push lawnmower  
All washer and dryers  
Yellow heater kerosene forced air  
TV Screen and equipment in SB  
Propane heater w double heads donated to COTHW  
Restaurant Equipment and operating supplies other than a couple of items



20180703000236580 16/16 \$60.00  
Shelby Cnty Judge of Probate, AL  
07/03/2018 10:08:36 AM FILED/CERT

*JP* *BP*