

ASSIGNMENT AND ASSUMPTION OF SETTLEMENT DECREE

This Assignment and Assumption of Settlement Decree is executed this the 21st day of March, 2019 by and between, **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BIRMINGHAM** ("Assignor"), having a principal address of 2101 4th Avenue North, Birmingham, AL 35203 and **EDDLEMAN LANDS, LLC** ("Assignee"), having a principal address of 2700 Highway 280 Suite 425, Birmingham, AL 35242, and agree as follows:


1. **Preliminary Statements.** Assignor has sold to Assignee certain real property situated in Shelby County, Alabama more particularly described in Exhibit "A" attached hereto (the "Real Property") pursuant to that certain Real Estate Purchase and Sale Agreement dated December 20, 2018 (the "Purchase Agreement"). Assignor was the Assignee in the instrument dated April 12, 1999 and recorded in the Probate Court of Shelby County in Instrument No. 1999-15740 attached hereto and made a part hereof as Exhibit "B" ("Settlement Decree"). Assignor desires to assign to Assignee any right, title or interest Assignor may have, if any under the Settlement Decree and Assignee desires to assume any of Assignor's obligations, if any, under the Settlement Decree pursuant to the terms of this Assignment and Assumption of Settlement Decree (this "Assignment") effective as of the date hereof, unless otherwise indicated herein.

2. **Assignment of Settlement Decree.** Assignor assigns and conveys unto Assignee all of Assignor's right, title and interest if any, under the Settlement Decree. Assignor makes no representation or warranty it has any rights in and to the Settlement Decree or any of the benefits that flow therefrom.

3. **Assumption of Settlement Decree.** Assignee accepts said assignment from Assignor and expressly assumes all of the obligations of the Assignor under the Settlement Decree arising on or after the date hereof.


4. **Substitution of Representative.** To the extent that may be required, the Assignor hereby agrees to notify the appropriate persons to cooperate with Assignee to substitute Assignee for Assignor under the Settlement Decree.

5. **General Provisions.** The provisions of this Assignment shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.


20190325000094380 1/29 \$99.00
Shelby Cnty Judge of Probate, AL
03/25/2019 01:03:34 PM FILED/CERT

6. **Assignor Covenants.** To its knowledge, the Assignor has not received written notice that it is in default or breach of the Settlement Decree, nor has Assignor asserted a claim against the foundation with respect to a breach of the Settlement Decree.

- SIGNATURES ARE ON THE FOLLOWING PAGES -




20190325000094380 2/29 \$99.00
Shelby Cnty Judge of Probate, AL
03/25/2019 01:03:34 PM FILED/CERT

IN WITNESS WHEREOF, the said Assignor has caused this Assignment to be executed by its duly authorized representative this 21st day of March, 2019.

ASSIGNOR:

The Young Men's Christian Association of
Birmingham
an Alabama non-profit corporation

By: 
Dan Pile
Its: CEO

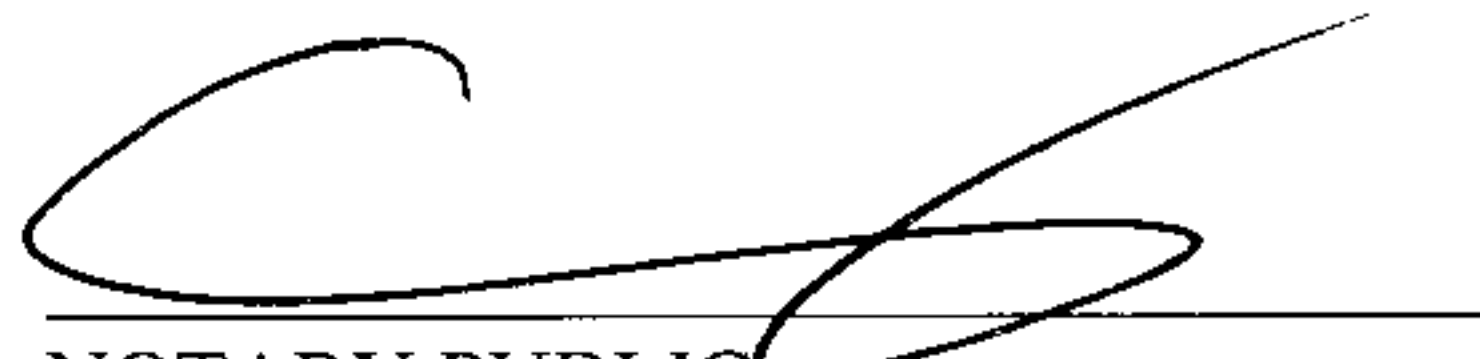
STATE OF ALABAMA)

JEFFERSON COUNTY)


I, the undersigned, a Notary Public in and for said County in said State hereby certify that Dan Pile, whose name as CEO of The Young Men's Christian Association of Birmingham, an Alabama non-profit corporation, is signed to the foregoing assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing assignment, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this the 21st day of March, 2019.




NOTARY PUBLIC

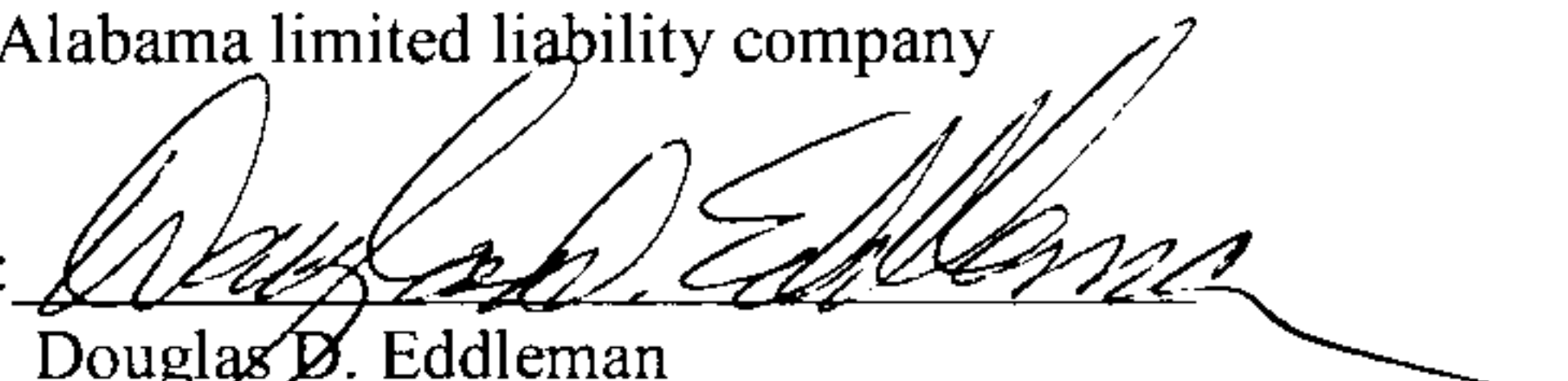
My commission expires: 06/02/2019


20190325000094380 3/29 \$99.00
Shelby Cnty Judge of Probate, AL
03/25/2019 01:03:34 PM FILED/CERT

IN WITNESS WHEREOF, the said Assignee has caused this Assignment to be executed by its duly authorized assignment this 21st day of March, 2019.

ASSGINEE:

EDDLEMAN LANDS, LLC
an Alabama limited liability company

By: 
Douglas D. Eddleman
Its: Sole Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Clayton T. Sweeney, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as Sole Member of EDDLEMAN LANDS, LLC, an Alabama limited liability company, is signed to the foregoing assignment and who is known to me, acknowledged before me on this day that, being informed of the contents of the assignment, he, in his capacity as such sole member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 21st day of March, 2019.

[NOTARIAL SEAL]




Notary Public

My commission expires: 06/02/2019



20190325000094380 4/29 \$99.00
Shelby Cnty Judge of Probate: AL
03/25/2019 01:03:34 PM FILED/CERT

EXHIBIT "A"
Legal Description for Affidavits
The Young Men's Christian Association of Birmingham
to
Eddleman Lands, LLC

PARCEL I:

A part of the NE 1/4 and a part of the North 1/2 of the SE 1/4, and a part of the NE 1/4 of SW 1/4 and a part of the SW 1/4 of the NW 1/4 and a part of the East 1/2 of the NW 1/4 of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the SW corner of said SE 1/4 of the NW 1/4; thence 180°00'00" from the South line thereof and run Westerly along the South line of the SW 1/4 of the NW 1/4 a distance of 55.22 feet to the intersection of said 1/4 - 1/4 line with the Easterly right of way line of a chert road; thence angle right 57°28'12" Northwesterly along said right of way line a distance of 289.96 feet; thence angle right 5°11'09" Northwesterly along said right of way line a distance of 74.41 feet; thence angle right 19°46'00" Northerly 200.43 feet; thence angle left 9°00'00" Northerly along said right of way a distance of 295.62 feet; thence angle right 16°51'00" Northerly along said right of way a distance of 200.34 feet; thence angle right 3°31'00" Northerly along said right of way a distance of 210.21 feet; thence angle right 23°15'00" Northeasterly a distance of 73.98 feet; thence angle right 63°06'00" Easterly and parallel to the North line of said 1/4 - 1/4 Section a distance of 319.29 feet to a point on the East line of said 1/4 - 1/4 Section; thence angle right 90°23'17" Southerly along the East line of said 1/4 - 1/4 Section a distance of 636.77 feet; thence angle left 46°10'30" Southeasterly for a distance of 192.37 feet; thence angle left 79°49'30" Northeasterly for a distance of 356.43 feet; thence angle right 4°00'00" Northeasterly for a distance of 318.78 feet; thence angle left 52°32'00" Northerly for a distance of 482.17 feet to the Northwest edge of a lake; thence around the Northern edge of lake shore line in a Northwardly and Eastwardly direction to the center of a branch that flows into lake; thence in a Northeasterly direction up the center line of branch to the intersection of said branch with the East boundary of said Section 24, Township 19 South, Range 1 West, said intersection being approximately 84 feet South of the NE corner of said Section 24; thence South along East line a distance of 2527.69 feet to the SE corner of said NE 1/4; thence angle right 87°55'08" Westerly along 1/4 Section line 64.89 feet to ridge line; thence Southwesterly along ridge line to the South line of the NW 1/4 of the SE 1/4; thence Westerly along the South line of said 1/4 - 1/4 a distance of 538.56 feet to the Southwest corner thereof; thence angle right 90°04'08" Northerly along the West line of said 1/4 - 1/4 Section a distance of 160.23 feet; thence angle left 90°00'00" Westerly a distance of 104.94 feet; thence angle right 90°00'00" Northerly a distance of 419.76 feet; thence angle right 90°00'00" Easterly 104.94 feet to a point on the West line of last said 1/4 - 1/4 Section; thence angle left 90°00'00" Northerly along the West line of last said 1/4 - 1/4 Section a distance of 735.24 feet to the NW corner thereof; thence angle left 90°07'16" Westerly along the South line of the SE 1/4 of the NW 1/4 a distance of 1320.63 feet to the Point of Beginning.

LESS AND EXCEPT:


Part of the NW 1/4 of the SE 1/4 of Section 24, Township 19 South, Range 1 West, described as follows:

Begin at the SW corner of said NW 1/4 of the SE 1/4; thence East along the South line of said NW 1/4 a distance of 62.3 feet to the West right of way line of an existing County Road; thence North along said West right of way line a distance of 77 feet to a point; thence with a deflection angle of 85°19' a distance of 62.0 feet to a point on the West line of said NW 1/4; thence South along the West line of said NW 1/4 a distance of 77 feet to the Point of Beginning.

LESS AND EXCEPT:

Less and Except a one acre tract of land lying in the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 19 South, Range 1 West being more particularly described as follows;

Commence at a point 110 yards (330 feet) north of the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 19 South, Range 1 West, said point being the point of beginning; thence run North along East line of said quarter - quarter for 140 yards (420 feet); thence run 35 yards (105 feet) West; thence due South 140 yards (420 feet); thence East to the point of beginning.


20190325000094380 5/29 \$99.00
Shelby Cnty Judge of Probate, AL
03/25/2019 01:03:34 PM FILED/CERT

PARCEL II:

A part of the SW 1/4 of the SE 1/4 of Section 24, Township 19 South, Range 1 West, more particularly described as follows:

Commence at the NW corner of said 1/4 1/4 section for Point of Beginning; run thence in a Southerly direction along the Western boundary of said 1/4 1/4 section to the centerline of a ridge; thence turn to the left and run in a Northeasterly direction along the centerline of the ridge to a point where the centerline of said ridge intersects the Northern boundary of said 1/4 1/4 section; thence turn to the left and run Westerly along the Northern boundary of said 1/4 1/4 section to the Point of Beginning.

PARCEL III:

Part of the Southwest 1/4 of Section 24, Township 19 South, Range 1 West in Shelby County, Alabama, described as follows:

Begin at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 19 South, Range 1 West; thence West along the North line of said Southwest 1/4 a distance of 44.84 feet to a point; thence with a deflection angle of 147°37' to the left run a distance of 33.16 feet to a point; thence with a deflection angle of 25°13' to the left run a distance of 107.8 feet to a point; thence with a deflection angle of 20°34' run a distance of 136.94 feet to a point on the North line of said Southwest 1/4; thence West along said North line a distance of 222.57 feet to the Point of Beginning.

PARCEL IV:

A one acre tract of land lying in the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 19 South, Range 1 West being more particularly described as follows;

Commence at a point 110 yards (330 feet) north of the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 19 South, Range 1 West, said point being the point of beginning; thence run North along East line of said quarter - quarter for 140 yards (420 feet); thence run 35 yards (105 feet) West; thence due South 140 yards (420 feet); thence East to the point of beginning.

**OVERALL SURVEYED LEGAL INCLUDES PARCEL I conveyed by
Statutory Warranty Deed and PARCELS II III and IV conveyed hereinabove**

PARCEL NO. 1:

A parcel of land located in the Northeast one-fourth of the Northeast one-fourth, the Southeast one-fourth of the Northeast one-fourth, the Northeast one-fourth of the Southeast one-fourth, the Northwest one-fourth of the Southeast one-fourth, the Southwest one-fourth of the Southeast one-fourth, the Southwest one-fourth of the Northwest one-fourth, the Southeast one-fourth of the Northwest one-fourth, the Southwest one-fourth of the Northeast one-fourth, the Northeast one-fourth of the Northwest one-fourth and the Northwest one-fourth of the Northeast one-fourth of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 1" pipe in place being the Northeast corner of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 00° 43' 19" West along the East boundary of said Section for a distance of 84.00 feet (set 1/2" rebar CA-0114-LS), said point being the point of beginning. From this beginning point proceed South 00° 43' 19" West along the East boundary of said Section 24 for a distance of 2527.75 feet to a 1/2" rebar in place, said point being the Southeast corner of the Southeast one-fourth of the Northeast one-fourth of said section; thence proceed South 89° 47' 00" West along the South boundary of said quarter-quarter section for a distance of 63.82 feet to a railroad spike in place; thence proceed South 65° 48' 02" West for a distance of 337.70 feet to a 1" capped pipe in place; thence proceed South 52° 16' 22" West for a distance of 290.56 feet to a 1/2" rebar in place; thence proceed South 40° 26' 18" West for a distance of 245.25 feet to a 1/2" rebar in place; thence proceed South 55° 02' 15" West for a distance of 181.61 feet to a 1/2" rebar in place; thence proceed South 62° 23' 15" West for a distance of 121.50 feet to a 1/2" rebar in place; thence proceed South 70° 05' 45" West for a distance of 199.18 feet to a 1/2" rebar in place; thence proceed South 59° 27' 05" West for a distance of 193.03 feet to a 1/2" rebar in place; thence proceed South 56° 54' 25" West for a distance of 417.44 feet to a 1/2" rebar in place; thence proceed South 56° 36' 05" West for a distance of 353.89 feet to a 1/2" rebar in place; thence proceed South 52° 44' 15" West for a distance of 186.48 feet to a 1/2" rebar in place; thence proceed South 55° 33' 08" West for a distance of 282.16 feet to a 1/2" rebar in place; thence proceed South 60° 22' 50" West for a distance of 235.64 feet to a 1/2" rebar in place said point being located on the Easterly right-of-way of Hargis Drive (Shelby County Road) and also being the P. C. of a concave curve right having a delta angle of 08° 02' 36" and a radius of 1744.33 feet; thence proceed Northeasterly along the Easterly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North 09° 21' 21" East, 244.67 feet to the P. T. of said curve and a concrete monument in place; thence proceed North 13° 22' 39" East along the Easterly right-of-way of said road for a distance of 821.11 feet to the P. C. of a concave left having a delta angle of 99° 10' 23" and a radius of 515.87 feet; thence proceed Northeasterly and Northwesterly along the right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North 36° 12' 33" West, 785.55 feet to the P. T. of side curve and a concrete monument in place; thence proceed North 85° 34' 12" West along the Northerly right-of-way of said road for a distance of 389.16 feet to the termination of said Hargis Drive; thence proceed South 04° 24' 10"

West for a distance of 80.00 feet; thence proceed South 85° 32' 53" East along the Southerly right-of-way of said Hargis Drive for a distance of 160.41 feet to its point of intersection with the Northerly right-of-way of Girl Scout Road; thence proceed South 88° 10' 39" West along the Northerly right-of-way of said Girl Scout Road for a distance of 282.25 feet; thence proceed North 88° 12' 56" West along the Northerly right-of-way of said road for a distance of 131.92 feet; thence proceed South 83° 17' 32" West along the Northerly right-of-way of said road for a distance of 89.76 feet; thence proceed South 78° 56' 07" West along the Northerly right-of-way of said road for a distance of 259.32 feet to a point on the South boundary of the Southeast one-fourth of the Northwest one-fourth of said Section 24; thence proceed South 75° 08' 19" West along the Northerly right-of-way of said road for a distance of 127.61 feet; thence proceed North 85° 45' 06" West along the Northerly right-of-way of said road for a distance of 54.44 feet; thence proceed North 74° 26' 44" West along the Northerly right-of-way of said road for a distance of 31.24 feet; thence proceed North 58° 56' 45" West along the Northerly right-of-way of said road for a distance of 32.83 feet; thence proceed North 51° 13' 35" West along the Easterly right-of-way of Girl Scout Road for a distance of 104.21 feet; thence proceed North 37° 54' 02" West along the Easterly right-of-way of Girl Scout Road for a distance of 86.57 feet; thence proceed North 31° 57' 06" West along the Easterly right-of-way of Girl Scout Road for a distance of 129.12 feet; thence proceed North 23° 16' 17" West along the Easterly right-of-way of Girl Scout Road for a distance of 47.19 feet; thence proceed North 14° 47' 20" West along the Easterly right-of-way of Girl Scout Road for a distance of 54.46 feet; thence proceed North 10° 46' 01" West along the Easterly right-of-way of Girl Scout Road for a distance of 121.07 feet; thence proceed North 13° 07' 49" West along the Easterly right-of-way of Girl Scout Road for a distance of 103.96 feet; thence proceed North 15° 00' 35" West along the Easterly right-of-way of Girl Scout Road for a distance of 171.62 feet; thence proceed North 12° 26' 16" West along the Easterly right-of-way of Girl Scout Road for a distance of 73.59 feet; thence proceed North 06° 30' 39" West along the Easterly right-of-way of Girl Scout Road for a distance of 72.88 feet; thence proceed North 01° 45' 57" West along the Easterly right-of-way of Girl Scout Road for a distance of 75.47 feet; thence proceed North 02° 58' 57" East along the Easterly right-of-way of Girl Scout Road for a distance of 152.78 feet; thence proceed North 12° 06' 14" East along the Easterly right-of-way of Girl Scout Road for a distance of 73.66 feet; thence proceed North 17° 35' 28" East along the Easterly right-of-way of Girl Scout Road for a distance of 99.93 feet (set ½" rebar CA-0114-LS); thence proceed North 89° 24' 17" East for a distance of 292.15 feet to a 1 ½" pipe in place, said point being located on the East boundary of said Southwest one-fourth of the Northwest one-fourth; thence proceed South 00° 52' 15" East along the East boundary of said quarter-quarter section for a distance of 636.61 feet to a ½" rebar in place; thence proceed South 47° 04' 39" East for a distance of 192.37 feet to a ½" rebar in place; thence proceed North 53° 05' 56" East for a distance of 356.37 feet; thence proceed North 57° 08' 25" East for a distance of 318.68 feet to a ½" rebar in place; thence proceed North 04° 36' 25" East for a distance of 482.17 feet; thence proceed North 71° 40' 38" East crossing three 48" pipes for a distance of 14.95 feet to the shoreline of Hargis Lake; thence proceed South 53° 01' 53" East along the shoreline of said Hargis Lake for a distance of 149.93 feet; thence proceed South 84° 49' 15" East along the shoreline of said Hargis Lake for a distance of 143.14 feet; thence proceed North 72° 03' 09" East along the shoreline of said Hargis Lake for a distance of 53.79 feet; thence proceed North 63° 56' 43" East along the shoreline of said Hargis Lake for a distance of 52.17 feet; thence proceed South 42° 20' 17" East along the shoreline of said Hargis Lake for a distance of 70.63 feet; thence proceed South 80° 08' 59" East along the shoreline of said Hargis Lake for a distance of 72.51 feet; thence proceed South 55° 08' 16" East along the shoreline of said Hargis Lake for a distance of 207.20 feet; thence proceed South 40° 53' 32" East along the shoreline of said Hargis Lake for a distance of 112.49 feet; thence proceed South 68° 21' 47" East along the shoreline of said Hargis Lake for a distance of 47.18 feet; thence proceed North 50° 53' 51" East along the shoreline of said Hargis Lake for a distance of 68.08 feet; thence proceed North 07° 41' 34" West along the shoreline of said Hargis Lake for a distance of 97.49 feet; thence proceed North 48° 35' 03" East along the shoreline of said Hargis Lake for a distance of 69.04 feet; thence proceed South 62° 28' 34" East along the shoreline of said Hargis Lake for a distance of 79.93 feet; thence proceed South 45° 27' 00" East along the shoreline of said Hargis Lake for a distance of 45.66 feet; thence proceed North 72° 18' 47" East along the shoreline of said Hargis Lake for a distance of 52.75 feet; thence proceed North 02° 48' 32" East along the shoreline of said Hargis Lake for a distance of 89.67 feet; thence proceed North 45° 10' 59" East along the shoreline of said Hargis Lake for a distance of 57.77 feet; thence proceed South 40° 08' 28" East along the shoreline of said Hargis Lake for a distance of 47.76 feet; thence proceed North 50° 16' 57" East along the shoreline of said Hargis Lake for a distance of 45.27 feet; thence proceed North 58° 12' 25" East along the shoreline of said Hargis Lake for a distance of 97.57 feet; thence proceed North 75° 41' 31" East along the shoreline of said Hargis Lake for a distance of 136.13 feet; thence proceed North 55° 39' 18" East along the shoreline of said Hargis Lake for a distance of 258.70 feet; thence proceed North 63° 08' 43" East along the shoreline of said Hargis Lake for a distance of 142.85 feet; thence proceed South 70° 00' 00" East along the shoreline of said Hargis Lake for a distance of 30.00 feet to the centerline of Draw/ Branch; thence proceed North 56° 06' 12" East along the centerline of said branch for a distance of 438.87 feet; thence proceed North 89° 17' 37" East along the centerline of said branch for a distance of 155.71 feet; thence proceed North 31° 45' 34" East along the centerline of said branch for a distance of 523.96 feet; thence proceed North 61° 42' 19" East along the centerline of said branch for a distance of 496.83 feet; thence proceed North 54° 36' 08" East along the centerline of said branch for a distance of 375.06 feet (set ½" rebar CA-0114-LS); thence proceed South 50° 16' 30" East along the centerline of said branch for a distance of 130.14 feet to the point of beginning.

PARCEL NO. 2:

A parcel of land located in the Northwest one-fourth of the Southeast one-fourth and the Northeast one-fourth of the Southwest one-fourth of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama.

Commence at a ½" rebar in place being the Northwest corner of the Northwest one-fourth of the Southeast one-fourth of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama, said point also being the point of beginning. From this beginning point proceed North 88° 24' 49" East along the South right-of-way of Girl Scout Road for a distance of 28.79 feet to its point of intersection with the Westerly right-of-way of Hargis Drive (Shelby County Road); thence proceed Southeasterly along the



20190325000094380 7/29 \$99.00
Shelby Cnty Judge of Probate, AL
03/25/2019 01:03:34 PM FILED/CERT

Westerly right-of-way of said Hargis Drive and along the curvature of a concave curve right having a delta angle of 81° 37' 44" and a radius of 436.21 feet for a chord bearing and distance of South 26° 43' 03" East, 570.23 feet to a concrete monument in place; thence proceed South 13° 34' 44" West along the Westerly right-of-way of said Hargis Drive for a distance of 738.95 feet to a ½" rebar in place; thence proceed North 87° 16' 38" West for a distance of 78.71 feet to a ½" rebar in place; thence proceed North 01° 10' 47" West for a distance of 88.01 feet to a ½" crimp top pipe in place; thence proceed South 88° 42' 50" West for a distance of 104.95 feet to a ½" crimp top pipe in place; thence proceed North 01° 25' 11" West for a distance of 584.77 feet to a ½" rebar in place; thence proceed North 88° 19' 04" East for a distance of 104.83 feet to a ½" rebar in place; thence proceed North 01° 43' 44" West for a distance of 550.05 feet to the point of beginning.



20190325000094380 8/29 \$99.00
Shelby Cnty Judge of Probate, AL
03/25/2019 01:03:34 PM FILED/CERT

ASSIGNMENT AND ASSUMPTION OF SETTLEMENT DECREE

Dated as of April 12, 1999, but made effective April 1, 1999

FIRST CHRISTIAN CHURCH OF BIRMINGHAM, INC. ("Assignor") having a principal address of 4954 Valleydale Road, Birmingham, Alabama, and **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BIRMINGHAM** ("Assignee") having a principal address of 321 North 21st Street, Birmingham, Alabama 35203, agree as follows:

1. **Preliminary Statements.** Assignor has sold to Assignee certain real property situated in Shelby County, Alabama more particularly described on Exhibit "A" attached hereto (the "Real Property" pursuant to that certain Agreement of Purchase and Sale dated as of even date herewith (the "Purchase Agreement"). Assignor is currently entitled to certain benefits and is under certain obligations with respect to the Real Property pursuant to that certain Decree of Final Settlement and Settlement Agreement in the Matter of the Estate of Florence Parker Hargis, Case No. 92670 in the Probate Court of Jefferson County, Alabama, a copy of which is attached hereto and made a part hereof as Exhibit "B" (collectively, the "Settlement Decree"). Assignor desires to assign to Assignee any right, title or interest Assignor has under the Settlement Decree to Assignee and Assignee desires to assume any of Assignor's obligations under the Settlement Decree pursuant to the terms of this Assignment and Assumption of Settlement Decree (this "Assignment") effective as of the date hereof, unless otherwise indicated.

2. **Assignment of Settlement Decree.** Assignor assigns and conveys unto Assignee all of the Assignor's right, title and interest under the Settlement Decree.

3. **Assumption of Settlement Decree.** Assignee accepts said assignment from Assignor and expressly assumes all of the obligations of the Assignor under the Settlement Decree arising on or after the date hereof.

4. **Assignor's Covenants.** (i) The Settlement Decree is in full force and effect and has not been amended, modified, supplemented or superseded; (ii) Neither Assignor nor any other party to the Settlement Decree is not in default under the Settlement Decree, and there has not occurred an event of default, or an event which with the passage of time, notice or otherwise, would constitute an event of default, thereunder; (iii) all work and all payments to be performed or made by Assignor under the Settlement Decree have been completed in accordance with the terms of the Settlement Decree; and (iv) Assignor has not received notices from any party to the Settlement Decree with respect to its performance, or its breach of any of its obligations under the Settlement Decree. Assignor shall and does hereby agree to indemnify and hold Assignee harmless of and from any and all liability, loss or damage including without limitation costs and attorney fees, which it may or might incur by reason of the breach of the foregoing covenants by Assignor.

5. **Substitution of Representative.** The Assignor hereby agrees to substitute James Lombard, or his successor as Executive Director of the Assignee in place of W.W. Conwell as the successor representative of the Assignor pursuant to Section D (pg. 6) of the attached Settlement Decree.

6. **General Provisions.** The provisions of this Assignment shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument

663906.6

04/13/1999-15740
02:53 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
021 HNS 50.50

MTA




20190325000094380 9/29 \$99.00
Shelby Cnty Judge of Probate, AL
03/25/2019 01:03:34 PM FILED/CERT

1999-15740

and all of which together shall constitute a single Assignment. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

- SIGNATURES ARE ON THE FOLLOWING PAGES -


20190325000094380 10/29 \$99.00
Shelby Cnty Judge of Probate, AL
03/25/2019 01:03:34 PM FILED/CERT

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed as of the date first written above.

"Assignor:"

**FIRST CHRISTIAN CHURCH OF
BIRMINGHAM, INC.**

By its Trustees:

By Hubert Nall
Hubert Nall
Trustee

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Hubert Nall, whose name as Trustee of **FIRST CHRISTIAN CHURCH OF BIRMINGHAM, INC.**, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of this document, he, in his capacity as such trustee, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9th day of April, 1999.

Ann M. East
Notary Public
My commission expires: 3-26-2002

[AFFIX SEAL]



By [Signature]
William W. Conwell
Trustee

STATE OF ALABAMA)


COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William W. Conwell, whose name as Trustee of **FIRST CHRISTIAN CHURCH OF BIRMINGHAM, INC.**, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of this document, he, in his capacity as such trustee, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9th day of April, 1999.

[Signature]
Notary Public
My commission expires: 3-26-2002

[AFFIX SEAL]


20190325000094380 12/29 \$99.00
Shelby Cnty Judge of Probate, AL
03/25/2019 01:03:34 PM FILED/CERT

By Claude A. Tillman, Jr.
Claude A. Tillman, Jr.
Trustee

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Claude A. Tillman, Jr., whose name as Trustee of **FIRST CHRISTIAN CHURCH OF BIRMINGHAM, INC.**, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of this document, he, in his capacity as such trustee, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 2nd day of April, 1999.

Ann M. Knox
Notary Public
My commission expires: 3-26-2002

[AFFIX SEAL]

20190325000094380 13/29 \$99.00
Shelby Cnty Judge of Probate, AL
03/25/2019 01:03:34 PM FILED/CERT

"Assignee:"

**THE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF BIRMINGHAM**

By: Jim Lombard

Name: Jim Lombard

Title: President/CEO

STATE OF ALABAMA)

COUNTY OF SHELBY ()

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jim Lombard, whose name as President/CEO of **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BIRMINGHAM**, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of this document, he, in his capacity as such ^{officer} ~~partner~~, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 12th day of April, 1999.

[AFFIX SEAL]

[Signature]
Notary Public

My commission expires: May 1, 2002



20190325000094380 14/29 \$99.00
Shelby Cnty Judge of Probate, AL
03/25/2019 01:03:34 PM FILED/CERT

Exhibit "A"

Legal Description

A part of the NE 1/4 and a part of the N 1/2 of the SE 1/4, and a part of the NE 1/4 of SW 1/4 and a part of the SW 1/4 of the NW 1/4, and a part of the E 1/2 of the NW 1/4 of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the SW corner of said SE 1/4 of the NW 1/4; thence 180 degrees 00 minutes 00 seconds from the South line thereof and run Westerly along the South line of the SW 1/4 of the NW 1/4 a distance of 55.22 feet to the intersection of said 1/4-1/4 line with the Easterly right of way line of a chert road; thence angle right 57 degrees 28 minutes 12 seconds Northwesterly along said right of way line a distance of 289.96 feet; thence angle right 5 degrees 11 minutes 09 seconds Northwesterly along said right of way line a distance of 74.41 feet; thence angle right 19 degrees 46 minutes 00 seconds Northerly 200.43 feet; thence angle left 9 degrees 00 minutes 00 seconds Northerly along said right of way a distance of 295.62 feet; thence angle right 16 degrees 51 minutes 00 seconds Northerly along said right of way a distance of 200.34 feet; thence angle right 3 degrees 31 minutes 00 seconds Northerly along said right of way a distance of 210.21 feet; thence angle right 23 degrees 15 minutes 00 seconds Northeasterly a distance of 73.98 feet; thence angle right 63 degrees 06 minutes 00 seconds Easterly and parallel to the North line of said 1/4-1/4 Section a distance of 319.29 feet to a point on the East line of said 1/4-1/4 Section; thence angle right 90 degrees 23 minutes 17 seconds Southerly along the East line of said 1/4-1/4 Section a distance of 636.77 feet; thence angle left 46 degrees 10 minutes 30 seconds Southeasterly for a distance of 192.37 feet; thence angle left 79 degrees 49 minutes 30 seconds Northeasterly for a distance of 356.43 feet; thence angle right 4 degrees 00 minutes 00 seconds Northeasterly for a distance of 318.78 feet; thence angle left 52 degrees 32 minutes 00 seconds Northerly for a distance of 482.17 feet to the Northwest edge of a lake; thence around the Northern edge of lake shore line in a Northwardly and Eastwardly direction to the center of a branch that flows into lake; thence in a Northeasterly direction up the center line of branch to the intersection of said branch with the East boundary of said Section 24, Township 19 South, Range 1 West, said intersection being approximately 84 feet South of the NE corner of said Section 24; thence South along East line a distance of 2527.69 feet to the SE corner of said NE 1/4; thence angle right 87 degrees 55 minutes 08 seconds Westerly along 1/4 Section line 64.89 feet to ridge line; thence Southwesterly along ridge line to the South line of the NW 1/4 of the SE 1/4; thence Westerly along the South line of said 1/4-1/4 a distance of 538.56 feet to the Southwest corner thereof; thence angle right 90 degrees 04 minutes 08 seconds Northerly along the West line of said 1/4-1/4 Section a distance of 160.23 feet; thence angle left 90 degrees 00 minutes 00 seconds Westerly a distance of 104.94 feet; thence angle right 90 degrees 00 minutes 00 seconds Northerly a distance of 419.76 feet; thence angle right 90 degrees 00 minutes 00 seconds Easterly 104.94 feet to a point on the West line of last said 1/4-1/4 Section; thence angle left 90 degrees 00 minutes 00 seconds Northerly along the West line of last said 1/4-1/4 Section a distance of 735.24 feet to the NW corner thereof; thence angle left 90 degrees 07 minutes 16 seconds Westerly along the South line of the SE 1/4 of the NW 1/4 a distance of 1320.63 feet to the point of beginning.

According to survey of Thomas L. Douglas, RLS #5344, dated March 3, 1999.



20190325000094380 15/29 \$99.00
Shelby Cnty Judge of Probate, AL
03/25/2019 01:03:34 PM FILED/CERT

MAR. 29. 1999 4:54PM

NO. 532

P. 20/33

Exhibit "B"

IN THE PROBATE COURT OF
JEFFERSON COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE
OF FLORENCE PARKER HARGIS,
Deceased.)
CASE NO. 92670

DECREE ON FINAL SETTLEMENT

This cause comes on to be heard for examining and auditing the account heretofore filed by Mrs. Florence Wade as Executrix of the Estate of Florence Parker Hargis, deceased, for a final settlement of her executrixship thereof, and it appearing to the satisfaction of the Court that due notice of the time and nature of said settlement has been given in strict accordance with law and the order of this Court heretofore made on the 18th day of

July, 1983; and,

It appearing to the Court that all the residuary legatees named in the Last Will and Testament are present in Court, under general appearance, and that the notice of the filing of the Petition for Final Settlement and the filing of the account and vouchers in this cause and the day for making a final settlement of said estate was given to all persons interested in said estate; and,

It further appearing to the Court that more than twelve (12) months have elapsed since Letters Testamentary were granted to said Executrix by this Court; and,

It further appearing to the Court that all of the debts of the said estate have been fully paid and said Estate is now ready for settlement and all of said parties have announced ready to proceed with said final settlement, the Court now proceeds to hear said Petition for Final Settlement, and audit the account of the Executors; and,

It further appearing to the Court from the evidence that said Executors:



20190325000094380 16/29 \$99.00
Shelby Cnty Judge of Probate, AL
03/25/2019 01:03:34 PM FILED/CERT

Have RECEIVED money of said Estate and are chargeable with the aggregate sum of	\$1,679,793.41
And that said Executrix is entitled to a credit for funds disbursed by her, all as appears from said account of said Executrix the sum of	<u>\$1,118,618.46</u>
Balance	\$ 561,174.95

As also appears from the verified Petition for Final Settlement and the vouchers on file in support thereof, said settlement has been allowed and approved by this Court. It also appears that there is presently on hand and available in said estate the following sums:

Checking account of the Estate, AmSouth Account No. 00-3116581	\$ 15,705.57
Paine Webber cash fund No. 501178202, (plus accrued interest since May 27, 1983)	271,043.27
Various stocks listed in the accounting.	

It further appears to the Court that the estate has held title to certain real property located in Sequatchie County, Tennessee previously described in the inventory to the Court, and that the Estate has held real property located in Florida transferred by estate deeds to the named Pfaff legatees under the will, and the Estate continues to hold legal title to certain property in Jefferson and Shelby Counties, Alabama, more specifically described in the Petition for Final Settlement and Appendices thereto.

It further appearing to the Court that the Executrix has distributed to all named legatees under the will all of the portion due thereto with the exception of the First National Bank as Trustee for the Hargis Christian Retreat, the Hargis Daffodil Hills Foundation, and the Estes M. and Florence Parker Hargis Charitable Foundation.

It further appears to the Court that from the total liquid assets available for distribution in cash, the following cash distributions shall be made by the Executrix:

The First National Bank of Birmingham
as Trustee for the Hargis Christian
Retreat

\$ 100,000.00

The Hargis Daffodil Hills Foundation

32,299.02

The Estes H. and Florence Parker
Hargis Charitable Foundation

All the rest, residue
and remainder of the
cash, personal property,
and real property held
by the estate, including
all stocks and bonds,
real estate, and undis-
tributed personal
property.

After the above distributions, it further appears to the Court that all of the terms and provisions of the said Last Will and Testament of Florence Parker Hargis have been fully carried out and that the receipts from all of the beneficiaries and legatees are on file in this cause except as noted in the Petition for Final Settlement; that all of said estate and inheritance taxes due to the State of Alabama and to the United States Government have been paid and satisfied in full; and,

It further appearing to the Court that the said Executrix has not used any of the funds or property of the Estate for her own individual use, benefit or purposes, and that the co-executor, now deceased, Maurice F. Bishop, has not used any of the funds or property of said estate for his own individual use, benefit or purposes.

IT IS, NOW, THEREFORE, ORDERED, ADJUDGED and DECREED BY THE COURT AS FOLLOWS:

1. The account of said Executors which is attached to the Verified Petition for Final Settlement and made a part thereof and as amended be and the same hereby is passed, allowed and approved by the Court.

2. The Executrix is authorized by the Court to execute deeds with respect to real property in Sequatchie County, Tennessee, Jefferson and Shelby Counties, Alabama, to the Estes H. and Florence Parker Hargis Charitable Foundation, and that the deeds previously executed to the Pfaff beneficiaries with respect to the property located in the State of Florida are hereby approved and ratified.

3. That the court costs in the sum of \$389.01 be paid to this Court out of the funds on hand and in the possession of said Executrix.

4. The Court hereby sets and approves an Executrix fee to be paid to Mrs. Florence Wade in the amount of \$83,989.67, to be paid out of the funds on hand and in the possession of said Executrix.

5. The Court hereby sets and approves an attorney's fee to be paid to the law firm of Bishop, Colvin & Johnson in the amount of \$85,000.00 to be paid out of the funds on hand and in the possession of said Executrix.

6. From the remaining balance in the hands of said Executrix, there shall be made the following payments:

First National Bank of Birmingham,
(AmSouth) Trustee for the Hargis
Christian Retreat

\$ 100,000.00

The Hargis Daffodil Hills
Foundation

32,299.02

The Estes H. and Florence Parker
Hargis Charitable Foundation


All the remaining balance
of funds on hand plus all
dividends paid since the
submission of accounting
and all accrued interest

The Executrix shall also transfer and assign all personal property, stocks, bonds and accounts over to the Estes H. and Florence Parker Hargis Charitable Foundation.

7. The Court acknowledges disputes raised by the pleadings submitted by the First Christian Church of Birmingham, Inc. with respect to ownership of property, supervision of property, and the trust fund provided for in the will to be paid to First National Bank of Birmingham as Trustee for the Hargis Christian Retreat, and hereby incorporates as a part of this Decree a Settlement Agreement entered into between the Estate, the Estes H. and Florence Parker Hargis Charitable Foundation, the Hargis Daffodil Hills Foundation, and the First Christian Church of Birmingham, Inc. This Settlement Agreement is confirmed and made a part of this Final Decree by attachment thereto.

8. Upon the Executrix filing with this Court the cancelled vouchers and checks evidencing that they have made the payments provided for in this Decree to the parties name, and receipts for the shares of stock and other personal property from the residuary legatee, the Estes H. and Florence Parker Charitable Foundation, the Estate of Florence Parker Hargis shall be and hereby is finally settled and closed, and said Executrix and the deceased Co-Executor shall henceforth be and they are hereby separately and severally released and relieved from any and all liability of any kind, character, nature or description, by reason of their having administered this estate.

Done and Ordered this 10th day of October, 1983.


Judge of Probate

IN THE PROBATE COURT OF
JEFFERSON COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE)
OF FLORENCE PARKER HARGIS,) CASE NO. 9 2 6 7 0
Deceased.)

SETTLEMENT AGREEMENT

WHEREAS, the Estate of Florence Parker Hargis has been presented for final settlement by the executor thereof, Mrs. Florence Wade; and,

WHEREAS, an Answer to the Petition for Final Settlement, Petition to Construe Provisions of the Will, and in the Alternative, a Petition for Declaratory Judgment has been filed by the First Christian Church of Birmingham, Inc.; and,

WHEREAS, a responsive pleading was filed by Mrs. Florence Wade, executor of the estate and the Estes H. and Florence P. Hargis Charitable Foundation by and through its trustees; and,

WHEREAS, these pleadings raise an issue before the Probate Court with respect to equitable title to the Hargis Memorial Chapel which is located on property devised to the Estes H. and Florence Parker Hargis Charitable Foundation under the wills of Estes H. Hargis and Florence Parker Hargis, and also raises issues with respect to the supervision, maintenance and use of said chapel; and,

WHEREAS, the First Christian Church of Birmingham, Inc.,

as owner and operator of the Hargis Christian Retreat, Mrs. Florence Wade as executor under the will of Florence Parker Hargis, and successor executor under the will of Estes H. Hargis, and the Estes H. and Florence Parker Hargis Charitable Foundation and the Hargis Daffodil Hills Foundation desire to resolve these controversies by entering into this settlement agreement;

NOW, THEREFORE, the parties as named above hereby enter into this settlement agreement giving and accepting the promises made herein as the mutual consideration between the parties for this agreement, as follows:

1. The parties acknowledge and agree that title to the Hargis Memorial Chapel and the Pfaff Guest House has passed pursuant to the wills of Estes H. Hargis and Florence Parker Hargis to the Estes H. and Florence Parker Hargis Charitable Foundation. The parties further acknowledge that the line between the property of the First Christian Church of Birmingham, Inc., known as the Hargis Christian Retreat and the property passed to the Estes H. and Florence Parker Hargis Charitable Foundation is that line as established by the survey of T. L. Douglas & Associates done April 17, 1980.

It is recognized that the gymnasium of the Retreat is partially on the property of the Foundation. The Foundation agrees that it will execute to the Retreat an appropriate conveyance of the land under the gym and an additional parcel by the said gym which shall lie to the south of a line 25 feet north



of the northwest corner of said gym and parallel to the front of said gym, which said line shall run from the present line after it leaves the gym and run northwest to the Church property purchased from Mrs. Adams, in order to provide a roadway of at least 15 feet in width to serve the mobile home trailer and the other property owned by the Retreat both of which are located on the westerly side of the gymnasium. The Church agrees to execute an Agreement to the Foundation providing that reasonable access (not to include heavy traffic or equipment) shall not be denied to the Foundation's property through the Retreat so long as the Foundation owns said property. The Church further agrees to execute a conveyance of property for access to the Foundation's property from the Girl Scout road along the old road area in order that said Foundation may have access to its property by such route if it so desires, which shall consist of a parcel of property of the uniform width of 50 feet along the northerly property line of the property purchased from Mrs. Adams, as shown on the survey of Thomas L. Douglas dated the 24th day of October, 1979. The Church further agrees to execute a conveyance of property to the Foundation for that portion of the lake marked in red on attached Exhibit "A". This generally being the property lying to the west of a line from a point behind the boathouse to the culvert running under the road to the barn.

2. It is further acknowledged by all parties that the



will of Florence Parker Hargis directs a specific fund to be made available and transferred to a trust for the Hargis Christian Retreat in the amount of One Hundred Thousand Dollars (\$100,000.00), the income from which is to be used in part for the upkeep, insurance and utilities of the Hargis Memorial Chapel and the Pfaff Guest House.

3. The parties agree that supervision and access to the Hargis Memorial Chapel shall be shared on a cooperative basis, keeping in mind the objectives of the Foundation and the Church to maintain the Chapel as a house of worship and prayer to be used for Christian devotional purposes. It is the intent of this agreement to see that the Chapel is available to the Retreat for use as a part of its regular operation while maintaining its availability to the public as a community Chapel, acknowledging always the joint interest in maintaining the beauty, condition, and sense of reverence of the Chapel.

4. The joint supervision of the chapel including the classroom and restroom areas shall be the responsibility of the Administrator of the Hargis Christian Retreat and a designated representative of the Foundation, which presently is George Waitus Crawford. The representative of the Foundation may maintain his office in the office in the annex to the said chapel. Both the administrator and the representative of the Foundation shall maintain the keys to the chapel, including the classroom and restroom areas, and shall have access to it on a daily basis. All controls for heating, air conditioning, etc. will be placed in a location accessible to both. It is recognized that much of the



chapel's use will be in connection with Churches, religious organizations or other community uses which relate to the use of other Retreat facilities. Many of such users will indicate well in advance of their use, the specific times that they will be desiring the chapel. Some, however, will not reserve or indicate their reservations for chapel use until shortly before they arrive at the Retreat. The administrator will endeavor to encourage all users of other Retreat facilities who desire to use the chapel to accomplish such well in advance of their desired use. Within thirty days of the date of this Settlement Agreement, the administrator will provide to the representative of the Foundation and the Chairman of the Foundation Board, a copy of the reservation calendar from the present through the end of 1984. On or before each November 1, the Board representative and the Chairman of the Foundation Board will be furnished a calendar through the end of the next following year. Each thirty days, such will be updated and transmitted to said parties. Consistent users of the Retreat shall be given a preference for use of the Chapel over others.

A. Replacement, Repair and Maintenance of Chapel
and Annex to Chapel.

The Foundation will maintain its own office area. The Church will maintain, repair, clean, pay utilities, and insurance relating to the other portions of the chapel and annex. It shall be charged with responsibility to maintain the grounds immediately around the chapel and annex over to the drainage

ditch. It will make all usual and ordinary repairs to the building and the equipment in the building so as to keep it in good working order. The Church will pay the costs in connection with its responsibilities hereunder. Either party will promptly notify the other of any discrepancy or need regarding the duties of each in connection herewith. The Foundation shall be responsible for and pay any costs required in maintaining the structural soundness of the building, the roof and the replacement of all systems if not reasonably repairable in the building, including air conditioning, heating and electrical.

B. Bookings.

As to weddings or other community meetings, the Administrator, if called, will immediately notify the Foundation's representative of the booking of the chapel for such event. In this regard, if the representative of the Foundation is called, he will immediately notify the administrator. Both will advise the other in writing and the Chairman of the Foundation's Board and the representative of the Church, W. W. Conwell, within five days thereafter of such reservations.

C. Rules.

All parties agree that the following rules with respect to the use of the chapel shall be strictly abided by unless those rules are waived by the express agreement of both the administrator of the Retreat and the representative of the Foundation:

1. Normally, bookings will not be made for periods of more than two consecutive hours, particularly when there are to be children involved in the use of the Chapel;
2. All uses of the Chapel shall be for worship and devotional purposes, not for political meetings, conferences secular in nature, sleeping, or recitals. Performances shall only be allowed if they are of a devotional or worshipful nature, such as the performances which have been previously held in the sanctuary of First Christian Church, Birmingham, Alabama at its Downtown location. This rule shall be interpreted in light of the intention that the Chapel be used as a house of worship and prayer;
3. No one shall be permitted to disrupt the present sound system. No additional sound equipment such as electric guitars, amplifiers, or similar electrical equipment shall be allowed, however, acoustical instruments which do not require electricity, speakers, and such accessorial equipment, may be used in the Chapel as a part of devotional activities;
4. The Chapel shall not be used for the showing of motion pictures, however, small overhead projectors or slide projection equipment may be used in connection with devotionals with the caution that users should run any extra electrical lines on the floor in a safe and practical way;
5. The Chapel may remain unlocked during the day when needed to be available for private meditation, but not for other uses. Otherwise, the Chapel, and annex, including the restrooms, are to be kept in a locked condition except when the Chapel is being used for booked devotional purposes. In particular, the restrooms are not to be opened and used in connection with groups having picnics or swimming parties;
6. The lights and heating and cooling equipment and the sound equipment are to be carefully supervised and to be kept off to avoid the use

of electricity as much as possible.

7. An attitude of reverence will be maintained at all times.

8. No food or drink will be allowed at any time.
No one is to play piano or organ without permission.
No signs or posters will be allowed on the walls.

D. Conflicts or Interpretation.

In the event that the administrator and the representative of the Foundation have a disagreement which they cannot resolve, such shall immediately be referred to the Chairman of the Foundation's Board and the representative of the Church, W. W. Conwell, or anyone appointed in his stead by said Church. They will resolve the interpretation or conflict if possible. If they cannot resolve same, such shall be submitted informally to the Probate Judge of Jefferson County, Alabama for a determination.

All of the above rules are to be administered by the supervisors of the Chapel in a cooperative spirit and by agreement of both the administrator of the Retreat and the representative of the Foundation, these rules can be waived for any specific booking.

5. The Pfaff Guest House shall be maintained and all maintenance expenses paid by the Foundation, however, it will be made available upon reasonable request by the administrator of the Retreat if there are no prior bookings and subject to its availability. The Church will pay the utilities bill for said guest house.

6. This agreement shall be binding upon the heirs, assigns, administrators, executors or representatives of the separate parties hereto and inure to the benefit of the same. It shall be approved by the Probate Court and shall become a part of the final settlement of the estate of Florence Parker Hargis.

DONE and AGREED this 10th day of October, 1983.

FIRST CHRISTIAN CHURCH OF BIRMINGHAM, INC.

Petter Hoochall
E. Lindsay Allen
W. W. Connell

Inst. 1999-15740

ESTATES OF ESTES H. HARGIS and
FLORENCE PARKER HARGIS

By Florence Wade
Florence Wade, Executor

ESTES H. and FLORENCE PARKER HARGIS
CHARITABLE FOUNDATION

-and-

HARGIS DAFFODIL HILLS FOUNDATION

By Gerald D. Colvin, Jr.
Gerald D. Colvin, Jr.
Chairman, Board of Trustees

Florence Wade
Florence Wade, Trustee

04/13/1999-15740
02:53 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
021 HHS 58.50

