

SETTLEMENT AGREEMENT

This Settlement Agreement is made by the parties to this agreement as individuals and in each representative capacity identified below. This agreement will not be effective until counsel for the Trustee and counsel for the Personal Representative have received an executed signature page of the agreement for all parties, which is referred to as the "*Effective Date*."

RECITALS

1. **The Trust.** Article III, Section (1), of the Last Will and Testament of James Leonard Barnes (the *Testator*), deceased, (the *Trust Instrument*) created a trust for the benefit of his wife, Edna Stocks Barnes, during her life (the *Trust*). Amy Huff Pilcher is trustee of the Trust (*Trustee*). Edna Stocks Barnes died on December 12, 2019. Article III, Sections (1)(b)3. & 4. of the Trust Instrument direct the Trustee to divide the Trust into four separate shares of equal value and to distribute the separate shares to Brenda Barnes Furr (*Brenda*), Henry Lee Peake, Jr. (*Lee*), Patsy Barnes Hyde (*Patsy*), and Nancy Barnes Green (*Nancy*), who died testate on November 14, 2018.

2. **Nancy's Will and Personal Representative.** The Probate Court of Shelby County, Alabama, admitted to probate Nancy's Last Will and Testament (*Nancy's Will*) and issued letters testamentary to Patsy, as personal representative (the *Personal Representative*) of the Estate of Nancy B. Green, deceased (the *Estate*) on September 16, 2020.

3. **Nancy's Children and James's Children.** Susan Patrice Green (*Susan*) and James Melton Green (*James*) are Nancy's only children. James has four children, Sean Fernando Macias (*Sean*), Mallory Patrice Green (*Mallory*), James Ryeon Green (*James Ryeon*), and Emily Elizabeth Green (*Emily*).

4. **Disputed Claims.** The Personal Representative claims that under Alabama law the Trust property that would be distributable to Nancy if she were living (*Nancy's Share*) vested in Nancy when the Testator died, and, therefore, Nancy's Share should be distributed to the Personal Representative to be administered as part of the Estate. James claims that under Alabama law Nancy's Share did not vest before Nancy died, and, therefore, James and Susan, individually, are each entitled to one-half of Nancy's Share (*James's Claim*). Susan is entitled to make the same claim as James (*Susan's Claim*), but she has not asserted it.

5. **Specific Devises and Directions in Nancy's Will.** Item II of Nancy's Will (*Item II*) includes:

(a) Devises¹ of \$10,000 to Hunter Street Baptist Church and \$5,000 to Sean, which are not affected by this agreement;

(b) A devise of life insurance policy proceeds to Susan and Patsy, but the Estate includes no life insurance policy or proceeds;

(c) A devise of "All items to include furniture, furnishings and personal items located in my home at 212 Lees Cove, Helena, Alabama"(the *Personal Property*) to Susan;

1. Alabama Code Section 43-8-1(5) defines *devise* as a disposition of property by will.

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(d) A statement that Nancy intended “to leave a letter of instructions with my Personal Representative concerning the remainder of my personal property to be distributed to my heirs,” but Nancy gave no such letter to the Personal Representative, and the Personal Representative knows of no letter from Nancy instructing the disposition of any other personal property;

(e) A direction to the Personal Representative to sell the House, which is subject to a mortgage held by the Trustee, and to pay the proceeds from the sale to the Trustee to reduce a debt Nancy owed to the Trust in the approximate amount of \$235,000; and

(f) If the Trust were distributed before Nancy died, the proceeds from selling the house were to have been included in the residue, under Item III of Nancy’s Will.

6. **Residue of the Estate.** Item III of Nancy’s Will divides the residue of the Estate as follows:

- (a) 75% in trust to Patsy, as trustee for the benefit of Susan (*Susan’s Trustee*);
- (b) 5% to Sean, free from trust;
- (c) 5% to Mallory, free from trust;
- (d) 5% in trust to Sean, as trustee for the benefit of James Ryeen (*James Ryeen’s Trustee*);
- (e) 5% in trust to Sean, as trustee for the benefit of Emily (*Emily’s Trustee*); and
- (f) 5% in trust to Sean, as trustee for the benefit of James (*James’s Trustee*);

7. **Nancy’s Financial Condition and Estate.** The Estate’s assets include Nancy’s Share, the House, which is subject to a mortgage debt of almost \$235,000, probably about \$85,000 more than the amount that could be realized from selling the House, and the tangible personal property in the House. Nancy filed bankruptcy in 2015 and received a Discharge Order on September 21, 2018

8. **Value of Nancy’s Share and Amounts Distributable to Estate Devisees.**

(a) To settle James’s Claim and to avoid the expense and uncertainty of litigating the legal issues that would have to be resolved to finally decide James’s Claim, the Personal Representative and James, through counsel, have negotiated and agreed, and by signing this agreement, all parties agree, for _____ to be distributed from the estate residue to each of Sean, Mallory, James Ryeen’s Trustee, and Emily’s Trustee, for _____ to be distributed to James’s Trustee, and for the rest of the Estate, after paying specific devises and expenses of administration to be distributed to Susan’s Trustee.

(c) Distributions from the Estate as negotiated in this agreement will be as shown below in Chart 3:

Chart 3 -- Settlement Agreement Distributions				
Expense or Devisee	Trust	House Value	Estate Assets	Residue
		149,450		
Hunter Street Baptist Church			10,000	
Sean Fernando Macias			5,000	
Administration Expenses			60,000	
Susan Green, in trust		149,450		
Sean Fernando Macias				
Mallory Patrice Green				
James Ryeen Green				
Emily Green				
James Melton Green				

9. **Representation.** Each individual party (the *Representative*) agrees to represent and to bind all persons the Representative can represent, as follows:

(a) Each Representative's minor and unborn issue as permitted by Section 19-3B-303(6) of the Code of Alabama.

(b) All contingent successor remainder beneficiaries of a Representative's interest in a trust for which the Representative is the presumptive remainder beneficiary,² as permitted by Alabama Code § 19-3B-304(b), as follows:

(1) Patsy, Lee, and Brenda are presumptive remainder beneficiaries of the Trust. For purposes of James's Claim, James and Susan are presumptive remainder beneficiaries of Nancy's Share and for purposes of representation in this agreement, agree to serve as Representatives for the contingent successor remainder beneficiaries of their potential interests in the Trust. The Personal Representative represents parties interested in the Estate regarding the Trust, as permitted by Alabama Code § 19-3B-303(5).

(2) Susan's Trustee, James Ryeen's Trustee, Emily's Trustee, and James's Trustee represent the beneficiaries of the respective trusts, as permitted by Alabama Code § 19-3B-303(4).

(3) Susan, James Ryeen, Emily, and James are current and/or presumptive remainder beneficiaries of Susan's Trust, James Ryeen's Trust, Emily's Trust, and James's Trust, respectively.

(c) Each minor, incapacitated, or unborn individual, or person whose identity or location is unknown and not reasonably ascertainable, and whose interests in the Trust or in the Estate, as applicable, are substantially identical with the interests of the Representative as permitted by Alabama Code § 19-3B-304(a).

2. Alabama Code Section 19-3B-103(12) defines *presumptive remainder beneficiary* as "a person who would be entitled to the principal of a trust if the income interest were immediately terminated."

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10. **Parties.** Each person identified below is a party to this agreement in the person's individual capacity and in each representative capacity listed.

- (a) the Trustee;
- (b) Patsy:
 - (1) individually and as Representative;
 - (2) as Personal Representative; and
 - (3) as Susan's Trustee;
- (c) Brenda, individually, and as Representative;
- (d) Lee, individually, and as Representative;
- (e) Susan, individually, as a beneficiary of the Trust, as a beneficiary of the trust for her benefit under Nancy's Will (*Susan's Trust*), and as a Representative regarding the Trust and Susan's Trust;
- (f) James, as a beneficiary of the Trust, as a beneficiary of the trust for his benefit under Nancy's Will (*James's Trust*), and as Representative regarding the Trust and James's Trust;
- (g) Sean, individually, and as Representative; and as
 - (1) James Ryeane's Trustee;
 - (2) Emily's Trustee; and
 - (3) James's Trustee;
- (h) Mallory, individually, and as Representative;
- (i) James Ryeane, individually, and as Representative; and
- (j) Emily, individually, and as Representative.

11. **All Interested Persons.** The parties, individually, as Representatives, and in the stated fiduciary capacities are all persons interested in the Trust, as described in Section 19-3B-111 of the Code of Alabama, and all direct and indirect remainder devisees under Nancy's Will, with respect to the actions taken in this agreement.

12. **Debt and Prior Distribution Calculations.** All parties agree that the balances of the debts owed to the Trust by Nancy and Lee, as of October 15, 2020, are accurate, and that the amounts the Trustee previously distributed to Patsy, Brenda, and Lee, and the calculation of Nancy's Share, pursuant to that certain Request For Distribution, Refunding, Release, and Indemnity Agreement executed by Patsy, Brenda, Lee, the Personal Representative, Susan, James, and the Trustee, were accurately calculated, and the actions of the Trustee and the Personal Representative in executing that agreement are ratified by all parties.

13. **Legal Advice and Representation.**

- (a) All parties agree that John C. Calame, and the law firm of Gamble, Gamble, Calame & Jones, LLC, represent the Trustee only, have not at any time represented any other party, and have not provided legal advice or services or made any representations to any other party.

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(b) All parties agree that Steven A. Benefield, and the law firms of Cabaniss, Johnston, Gardner, Dumas & O'Neal, LLP, and Phelps Dunbar, LLP represent Patsy, the Personal Representative, and Susan's Trustee only, have not at any time represented any other party, and have not provided legal advice or services or made any representations to any other party.

(c) All parties agree that J. Kevin Webb represents James only, has not at any time represented any other party, and has not provided legal advice or services or made any representations to any other party.

(d) Each party acknowledges, agrees, and represents that the party has been advised to seek legal advice before executing this agreement, and has had adequate time and opportunity to obtain independent legal advice. Each party represents that the party has not relied on the advice or counsel of any other party or any other party's lawyer but has relied on the party's own judgment and the advice and counsel of the party's own lawyer.

14. Permitted Actions. The parties agree that the actions taken in this agreement are actions that may be taken in a nonjudicial settlement agreement under Alabama Code § 19-3B-111(d). The parties believe, represent, and agree that the terms of this agreement do not violate any material purpose of the Trust, Susan's Trust, James Ryeane's Trust, Emily's Trust, or James's Trust, and that an appropriate court could properly approve the terms and conditions of this agreement under the Alabama Uniform Trust Code. Ala. Code § 19-3B-101, et seq.

15. Trust Accounting. A final accounting by the Trustee is attached as Exhibit A.

16. Desire to Avoid Litigation and Resolve Claims Amicably. The parties desire to settle James's Claim and the claim of the Personal Representative regarding Nancy's Share and the claims of all parties with respect to each party's respective share of the Trust and the Estate, to approve the final accounting by the Trustee, to authorize the fiduciaries to execute this agreement and distribute the Trust and Estate according to the terms of this agreement, and to release the Trustee, the Personal Representative, Susan's Trustee, James's Trustee, James Ryeane's Trustee, and Emily's Trustee, from any claims arising from their execution of this agreement or the administration of the trusts or the Estate.

Now Therefore, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Incorporation of Recitals and Exhibits. The above recitals and the exhibits attached are incorporated into and form part of this agreement.

2. Representations and Warranties. Each party makes the following representations and warranties to each other party:

(a) *Status of Trusts; Power of Trustees; Agreement Permitted Fiduciary Action.* The Trust and each trust created by Nancy's Will (*Nancy's Testamentary Trusts*) is an express trust duly created and validly existing governed solely by Alabama law.

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(1) The Trustee has the power and authority to distribute and dispose of property held in the Trust, to request the parties to take the actions in this agreement, and to execute this agreement, all of which are consistent with the fiduciary duties of the Trustee.

(2) Susan's Trustee has the power and authority to distribute and dispose of property held in Susan's Trust, to request the parties to take the actions in this agreement, and to execute this agreement, all of which are consistent with the fiduciary duties of Susan's Trustee.

(3) James Ryeane's Trustee, Emily's Trustee, and James's Trustee have the power and authority to distribute and dispose of property held in James Ryeane's Trust, Emily's Trust, and James's Trust respectively, to request the parties to take the actions in this agreement, and to execute this agreement, all of which are consistent with the fiduciary duties of James Ryeane's Trustee, Emily's Trustee, and James's Trustee.

(4) All conditions for distribution of Nancy's Testamentary Trusts for the benefit of James, Emily, and James Ryeane, respectively, as stated in Nancy's Will have been met.

(b) *Receipt of Documents.* Each party has received true and correct copies of the Trust Instrument, the Trustee's annual reports, account statements for the Trust, Nancy's Will, and all other documents related to the Trust, Nancy's Will, or the Estate requested by the party.

(c) *Legal Capacity.* Each party has the requisite power, authority, legal capacity, and right to execute, deliver, and perform according to its terms, this agreement and each other document or agreement required to be executed, delivered, and/or performed by the party to consummate the transactions contemplated by this agreement (*Performance Documents*).

(d) *No Conflict.* The execution and delivery of this agreement and the Performance Documents and the consummation of the transactions contemplated hereby and thereby will not conflict with or result in any violation of or default under (with or without notice or lapse of time, or both) under: (i) any contract or other agreement by which a party is bound; or (ii) any Legal Requirement applicable to the party or any of the party's properties or assets.

(e) *No Third-Party Consents Required.* No filing, registration, notification, consent, authorization, approval, or other action by any person other than a party to this agreement is required to be obtained, made, or given in connection with a party's execution, delivery, and performance of this agreement, the Performance Documents, and the transactions contemplated hereby or thereby.

(f) *No Legal Proceedings.* Except for James's Claim, Susan's Claim, and the Personal Representative's claim regarding the right to receive Nancy's Share, and the claims of other parties regarding their respective shares of the Estate, there is no Action, completed, outstanding, pending or, to the Knowledge of any party, threatened against a party regarding this agreement, the Trust, the Estate, any of Nancy's Testamentary Trusts, or any transaction described in this agreement, and, to the Knowledge of each party, no basis exists for the commencement of any such Action. There is no litigation pending against a party regarding this agreement, the Trust, the Estate, any of Nancy's Testamentary Trusts, or any transaction described in this agreement.

(g) *Authorization.* Each party's execution, delivery, and performance of this agreement and all Performance Documents and the consummation of the transactions contemplated hereby and

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thereby have been duly authorized by all necessary action; and no further action is required by any party or any other person to authorize each party to execute, deliver, and perform according to their respective terms, this agreement, the Performance Documents, and the transactions contemplated hereby and thereby.

(h) *Executed; Delivered; Binding Obligations.* This agreement and all Performance Documents have been duly executed and delivered by each party, and assuming the due authorization, execution, and delivery by the other parties hereto and thereto, constitute the legal, valid, and binding obligations of each party, enforceable against each party in accordance with their respective terms, except as that enforceability may be limited by Legal Requirements related to bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and subject to general principles of equity.

(i) *Information to each Party.* Each party has received all information each party deems necessary and appropriate to enable each party to evaluate the party's interests, and each party has received in response to all the party's inquiries, information concerning the Trust and Estate assets, liabilities, condition, and administration satisfactory to each party.

(j) *No Reliance on Trustee, Personal Representative, or Counsel for Trustee or Personal Representative.* Except as contained in this agreement, no party has relied upon any representation, warranty, covenant, agreement, promise, undertaking, or commitment, written or oral, of Trustee, Personal Representative, Counsel for Trustee, or Counsel for the Personal Representative, in deciding to execute this agreement or to consummate the transactions described in this agreement.

(k) *Independent Advice.* Each party has sought independent advice and counsel from accountants, lawyers, and consultants as the party deems necessary, desirable, or appropriate in deciding whether to execute, deliver, and perform this agreement.

(l) *Solvency; Payment of Liabilities.* Each party is solvent, and after performing this agreement:

- (1) will be able to pay its liabilities as they become due in the ordinary course;
- (2) will have assets with a fair market value in excess of its liabilities; and
- (3) considering all circumstances Known or reasonably foreseeable by the party, will have enough assets and income to pay all its debts, judgments, and other obligations as they come due.

(m) *Taxes and Returns.* Each party has complied with all Legal Requirements of the party regarding Taxes. Furthermore:

(1) No audit or examination of any Return by the party is presently in progress, nor has the party been notified of a request for such an audit or other examination.

(2) Each party Knows of no basis for the assertion of any claim for Taxes, which, if adversely determined, would result in a Lien.

(3) Each party shall pay in full all Taxes owed by the party and indemnify the Trustee and Personal Representative for any losses incurred by the Trustee or Personal Representative for the party's Taxes.

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(n) *Due and Diligent Inquiry.* Each party represents and warrants that the party has reviewed the representations and warranties included in this Section 22 and has conducted a due and diligent inquiry regarding the subjects of the representations and warranties.

(o) *Disclosure.* No representation or warranty contained in this agreement or in any Performance Document, contains or on the Effective Date will contain any untrue statement of a material fact or omits or on the Effective Date will omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were or will be made, not misleading.

17. **Representatives' Representations.** The Representatives make the following representations: (a) the Representatives are fully and fairly representative of their unborn issue and any other unascertained person, respectively, who may become entitled to the Representative's interest in the Trust, the Estate, or any of Nancy's Testamentary Trusts, as well as all contingent, successor beneficiaries; (b) their acts in this agreement refer to and bind all persons in the classes represented and themselves, individually; and (c) they have no conflict of interest with their unborn issue, unidentified, unascertained persons with substantially identical interests, and contingent successor beneficiaries, as such.

18. **Waiver of Duty to Inform and Report Requirements.** The parties waive any Legal Requirement of the Trustee, Susan's Trustee, James's Trustee, James Ryeen's Trustee, Emily's Trustee, and the Personal Representative to inform and to report under Alabama Code § 19-3B-813 or otherwise.

19. **Requests for Distributions from Trust and Consents.** Patsy, Brenda, Lee, and the Personal Representative (each a *Trust Distributee*) request the Trustee to distribute to each Trust Distributee the amount shown on **Exhibit A** for that Distributee, subject to the terms of this agreement. All parties consent to the distributions to the Trust Distributees. If any additional amount becomes distributable from the Trust in the future, to the extent due to a reduction in trustee or lawyer fees the amount will be distributed equally to the Trust Distributees, and to the extent due to a refund of investment management fees the amount will be distributed in same ratio that the amount distributed to each Trust Distributee under this agreement bears to the total amount distributed to the Trust Distributees under this agreement, *i.e.*, 10.33% to each of Patsy, Brenda, and Lee, and 69.01% to the Personal Representative.

20. Request for Distributions from the Estate and Consents.

(a) *Distributions to or for James and his Descendants.* Susan, Sean, and Mallory, individually and as Representatives, and Susan's Trustee, James Ryeen's Trustee, Emily's Trustee, and James's Trustee (each an *Estate Distributee*) request the Personal Representative to distribute the shares of Sean, Mallory, James Ryeen's Trustee, Emily's Trustee, and James's Trustee to the person named below in the amounts following the person's name without first distributing the money to Sean as James Ryeen's Trustee, Emily's Trustee, and James's Trustee:

- (1) Sean.....
- (2) Mallory
- (3) James Ryeen.....

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(4) Emily.....

(5) James.....

(b) *Distributions to or for Susan.* Susan requests distribution of all items located in the House, including furniture, furnishings, and personal items. Susan's Trustee requests distribution of the House and all other assets of the Estate after payment of the amounts to be distributed under subsection (a) of this Section 20, the specific devise to Hunter Street Baptist Church, and all claims and expenses of administration.

(c) *Consent to Distributions.* Susan, James, Sean, Mallory, James Ryeon, and Emily, individually and as Representatives, Susan's Trustee, James Ryeon's Trustee, Emily's Trustee, and James's Trustee consent to the distributions to the Estate Distributees as stated in this Section 20.

(d) *Form of Distributions.* The Personal Representative shall distribute the money distributable to James and to the other Estate Distributees by check or electronic transfer within a reasonable time after receiving written directions from the Estate Distributee.

21. **Refund of Trust Distributions; Indemnity.** Upon demand by the Trustee, each Trust Distributee covenants and agrees to pay the Trustee: (a) any amount in excess of the amount due to be distributed to the Trust Distributee from the Trust, if any; and (b) the Trust Distributee's proportionate share of any debts, taxes, or other charges, expenses, or claims properly due and payable by the Trustee and properly chargeable to the Trust Distributee's share of the Trust. The Trust Distributees jointly and severally agree to indemnify and hold harmless the Trustee against all liability, loss, and expense, including reasonable attorneys' fees, incurred as a result of any breach of this agreement; provided, however, in no event shall a Trust Distributee be liable for any amount in excess of the amount distributed by the Trustee to the Trust Distributee reduced by all amounts previously paid by the Trust Distributee to or for the benefit of the Trustee under this Section 21.

22. **Refund of Estate Distributions; Indemnity.** Upon demand by the Personal Representative, each Estate Distributee covenants and agrees to pay the Personal Representative: (a) any amount in excess of the amount due to be distributed to the Estate Distributee from the Estate, if any; and (b) the Estate Distributee's proportionate share of any debts, taxes, or other charges, expenses or claims properly due and payable by the Estate to the Trustee. The Estate Distributees jointly and severally agree to indemnify and hold harmless the Personal Representative against all liability, loss, and expense, including reasonable attorneys' fees, incurred as a result of any breach of this agreement; provided, however, in no event shall an Estate Distributee be liable for any amount in excess of the amount distributed by the Personal Representative to the Estate Distributee reduced by all amounts previously paid by the Estate Distributee to or for the benefit of the Personal Representative under this Section 22.

23. **Release of Trustee.** Patsy, Brenda, Lee, Susan, James, Sean, Mallory, James Ryeon, and Emily, each individually and as a Representative, and the Personal Representative, Susan's Trustee, James Ryeon's Trustee, Emily's Trustee, and James's Trustee release the Trustee from any liability arising from or related to the execution and performance of this agreement and the administration of the Trust.

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24. Release of Personal Representative. Susan, James, Sean, Mallory, James Ryeon, and Emily, each individually and as a Representative, and Susan's Trustee, James Ryeon's Trustee, Emily's Trustee, and James's Trustee release the Personal Representative from any liability arising from or related to the execution and performance of this agreement and the administration of the Estate. Susan, James, Sean, Mallory, Susan's Trustee, James Ryeon's Trustee, Emily's Trustee, and James's Trustee agree to execute and deliver a consent to settlement of the Estate substantially in the form attached as Exhibit B. Counsel for the Personal Representative shall hold the executed consents to settlement of the Estate until all distributions have been made as required by this agreement.

25. Release of Susan's Trustee. Susan, individually and as Representative, releases Susan's Trustee from any liability arising from or related to the execution and performance of this agreement, and the administration and settlement of the Trust and the Estate.

26. Release of James Ryeon's Trustee, Emily's Trustee, and James's Trustee. James, James Ryeon, and Emily, each individually and as Representative, release James's Trustee, James Ryeon's Trustee, and Emily's Trustee, respectively, from any liability arising from or related to the execution and performance of this agreement, the administration of the Trust, the Estate, and the receipt and funding of James's Trust, James Ryeon's Trust, and Emily's Trust.

27. General Provisions.

(a) *Sufficiency of Consideration.* Each party acknowledges the receipt and sufficiency of the consideration exchanged and received for this agreement.

(b) *Benefit; No Third-Party Beneficiaries.* The provisions of this agreement shall benefit and bind the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this agreement, express or implied, is intended to or shall confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this agreement.

(c) *Governing Law.* This agreement is governed by Alabama law.

(d) *Entire Agreement.* This agreement is the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by the parties, written or oral, to the extent they relate in any way to the subject matter of this agreement. No party has been induced to sign or execute this document by any promises, agreements, or representations not stated in this agreement.

(e) *Counterparts.* This agreement may be executed in one or more counterparts, each of which when signed and delivered will be deemed an original of the party or parties executing the same, and all of which together shall constitute the same agreement.

(f) *Covenant to Execute Additional Documents.* Each party agrees to execute promptly any other, further, and additional document(s) that may be necessary to give full effect to this agreement and the terms and provisions hereof.

(g) *Representation, Warranty, and Covenant Survival.* Warranties, representations, and covenants (including indemnification obligations) in this agreement shall survive its execution and delivery.

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(h) *Amendments.* Amendments to this agreement may be made only by an instrument in writing signed by all parties affected by the amendment.

(i) *Interpretation.*

(1) *Specific Words.* Terms defined in the singular shall have a comparable meaning when used in the plural, and vice-versa. Wherever the word *include, includes, or including* is used in this agreement, it shall be deemed to be followed by the words *without limitation*. General categories preceding the words *include, includes, or including* shall not be limited to any list of items, types, or categories following the word.

(2) *Construction.* Each party has been represented by legal counsel or has had the opportunity to be represented by counsel. The parties have participated jointly in the negotiation and drafting of this agreement. If an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party because of the authorship of any provision of this agreement.

(3) *Defined Terms.* Words or phrases appearing in this agreement with initial capital letters are defined terms unless the word begins with an uppercase letter for punctuation purposes, such as proper names, document titles or names, and the first word of a sentence. Words or phrases inside parentheses with initial capital letters are generally defined by language preceding the word or phrase in parentheses and by the context in which the parenthetical appears but may have the meaning indicated by words intended to define the word or phrase in the parenthetical or following the word or phrase. Defined terms when used with initial capital letters in other places in this agreement are intended to have the defined meaning, unless otherwise stated. Derivations of defined terms (words and phrases), including changes in inflection (expressing different grammatical categories such as tense, case, voice, aspect, person, number, gender, mood, animacy, and definiteness, whether through inflectional or derivational morphemes) when used with initial capital letters in this agreement are intended to have or to refer to the defined meaning in context, to the same extent as the defined term.

(j) *Defined Terms.* The following words and phrases shall have the meanings indicated:

(1) *"Action"* means any action, audit, proceeding, claim, investigation, subpoena, document request, process, notice, demand, assessment, suit, hearing, or proceeding of any type with respect to any claim or alleged claim, whether civil, criminal, administrative, or subject to arbitration.

(2) *"Code"* means the Internal Revenue Code of 1986, as amended.

(3) *"Consideration"* means and includes all promises, covenants, payments, distributions, releases and other provisions of this agreement and all actions to be taken to execute this agreement.

(4) *"Knowledge"* means what a reasonable person would know under the circumstances. A party will be deemed to Know a fact or matter if aware of the fact or matter, or if a prudent

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person in the party's position with appropriate diligence would reasonably be expected to be aware of the fact or matter.

(5) "*Legal Requirements*" means all statutes, common law, or other laws, ordinances, rules, regulations, administrative, civil, or criminal, or an order, writ, injunction, directive, judgment, decree, or policy or guideline having the force of law, and any requirements of a governmental entity enforceable against a party or other person.

(6) "*Lien*" means any security interest, pledge, mortgage, lien (statutory or other), or charge; option to purchase, lease, or otherwise acquire any interest; any claim, restriction, covenant, title defect, hypothecation, assignment, deposit arrangement, or any preference, priority, or other security agreement (including, without limitation, any conditional sale or other title retention agreement); any claim, encumbrance, agreement (other than this agreement), voting trust, proxy, or other arrangement or restriction whatsoever, other than liens for Taxes or other assessments or charges by governmental entities that arise by operation of law and are not yet due and payable, or that are being contested in good faith by appropriate proceedings and have been reserved against or under this agreement.

(7) "*Return*" means any report or return or other document or information required to be filed or submitted to any governmental entity regarding any Tax.

(8) "*Tax*" includes any federal, state, local, or foreign taxes, charges, fees, levies, or other assessments, including, without limitation, alternative or add-on minimum, capital gains, capital stock, custom, duty, disability, employment, environmental, estimated, franchise, goods and services, gross receipts, income, license, Medicare, occupation, premium, payroll, production, profits, real or personal property, registration, sales, severance, social security (or similar), stamp, transfer or excise, unemployment, use, value-added, windfall profits, withholding, or any other tax, custom, duty, governmental fee, or other similar assessment or charge of any kind whatsoever, together with any interest or penalty, addition to tax or additional amount, imposed by any governmental entity for which a person is responsible.

(9) "*Treasury Regulations*" means the regulations promulgated by the United States Department of Treasury with respect to the Code.

(a) *Electronic Execution of Documents.* The words *execute*, *execution*, *signed*, *signature*, and words of like import in any document or in any amendment or other modification (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Alabama Electronic Transactions Act, or any similar state Laws based on the Uniform Electronic Transactions Act.

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IN WITNESS, the parties have caused this Settlement Agreement to be executed as follows:

Patsy Barnes Hyde
Patsy Barnes Hyde, individually, as Representative, as Personal Representative, and as Susan's Trustee, all as defined in the foregoing Settlement Agreement

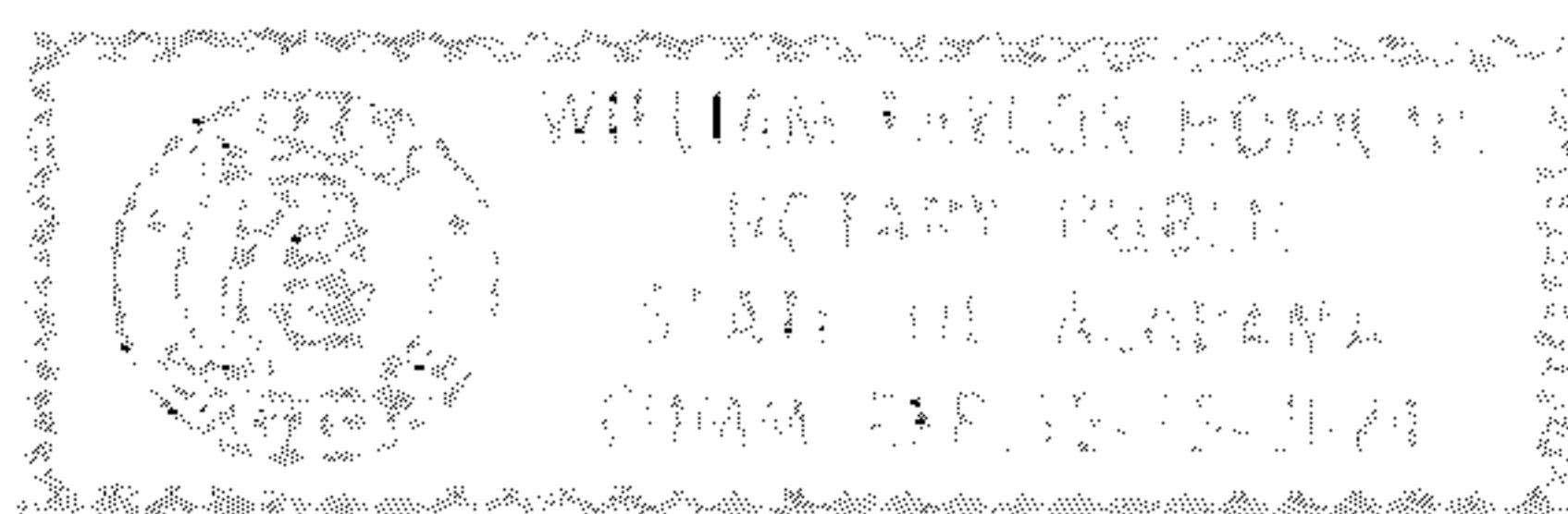
State of Alabama)

Shelby
~~Jefferson~~ County)

The undersigned notary public, State of Alabama, certifies that Patsy Barnes Hyde, whose name is signed to the foregoing Settlement Agreement individually, as Representative, as Personal Representative, and as Susan's Trustee, all as defined in the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument she, in the capacities stated, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of November 2021.

Seal



[Signature]
Notary Public

My Commission Expires: 12-15-2024

Settlement Agreement

Brenda Barnes Furr

Brenda Barnes Furr, individually and as
Representative, as defined in the foregoing
Settlement Agreement

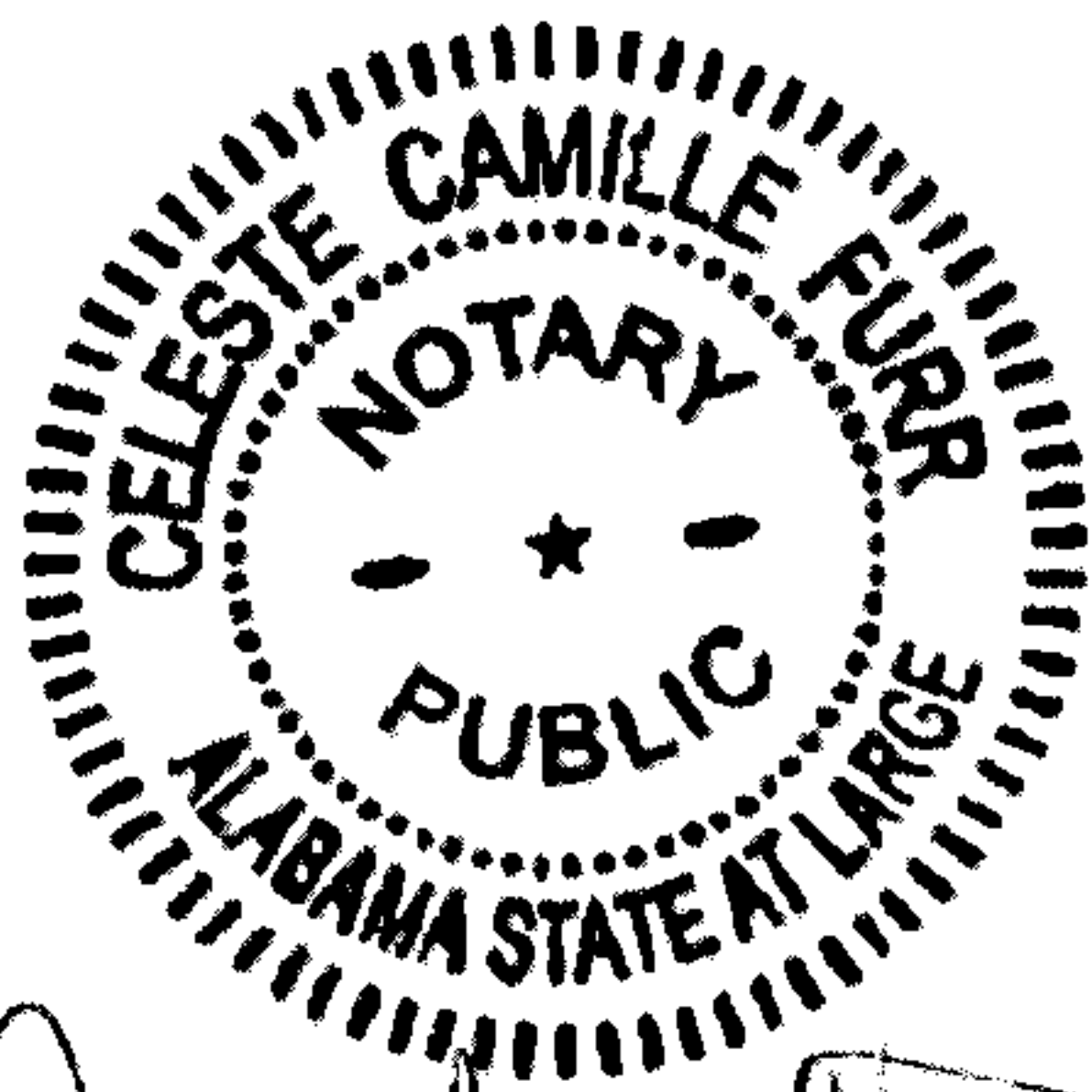
State of Alabama)

County of Jefferson

The undersigned notary public, State of Alabama, hereby certifies that Brenda Barnes Furr, whose name is signed to the foregoing Settlement Agreement individually, and in her capacity as Representative, as defined in said agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument she, acting in such capacities, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of November 2021.

Seal



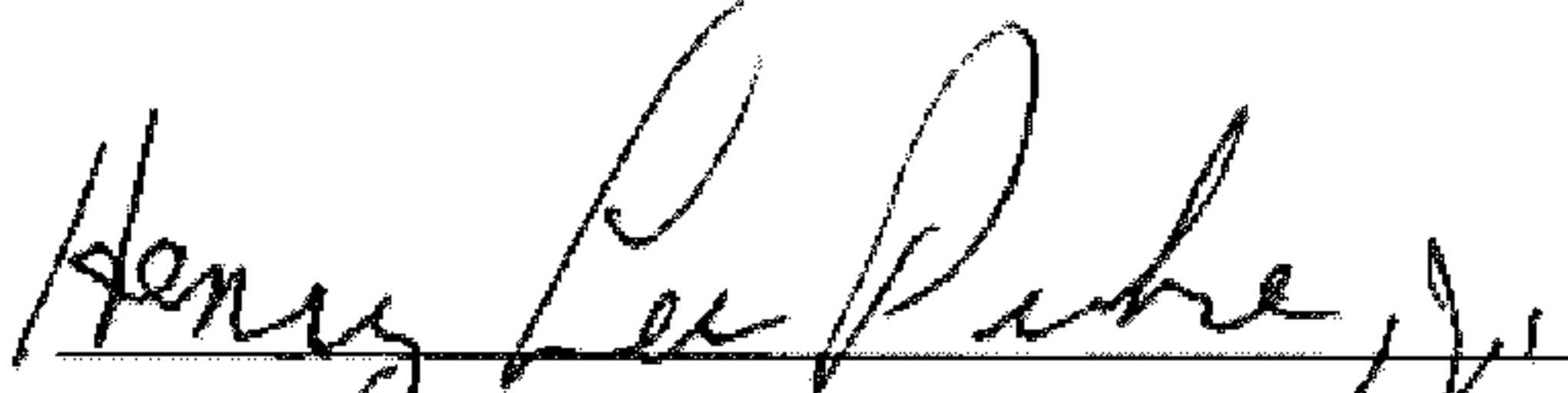
Celeste Camille Furr

Notary Public

My Commission Expires: 8/27/24

Celeste Camille Furr

Settlement Agreement


Henry Lee Peake, Jr., individually and as
Representative, as defined in the foregoing
Settlement Agreement

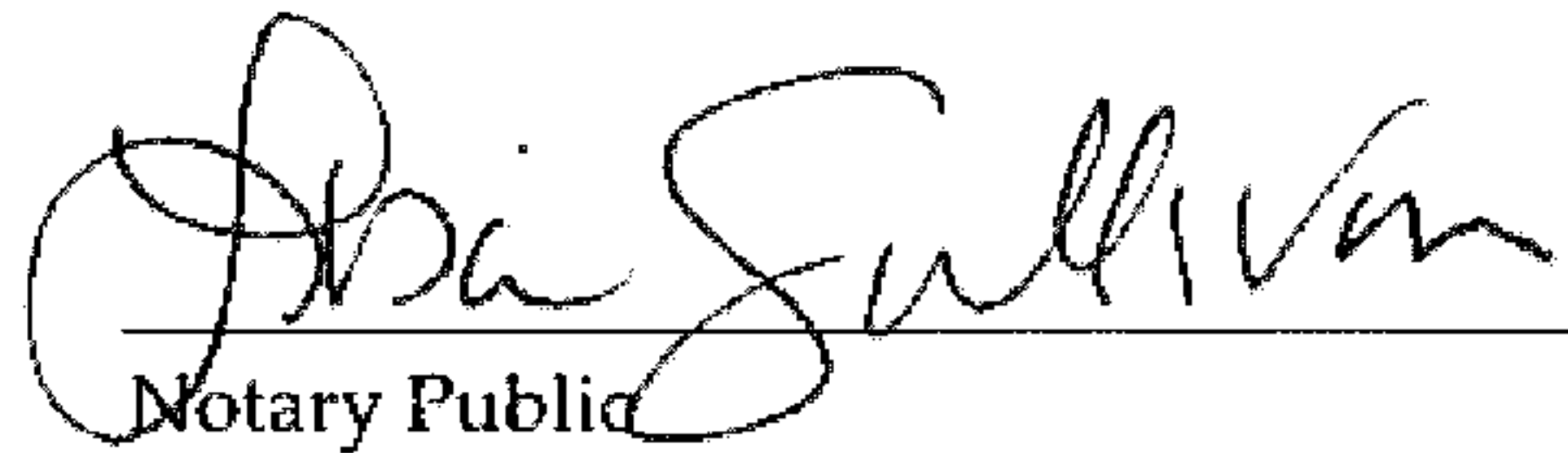
State of Alabama)

County of Jefferson)

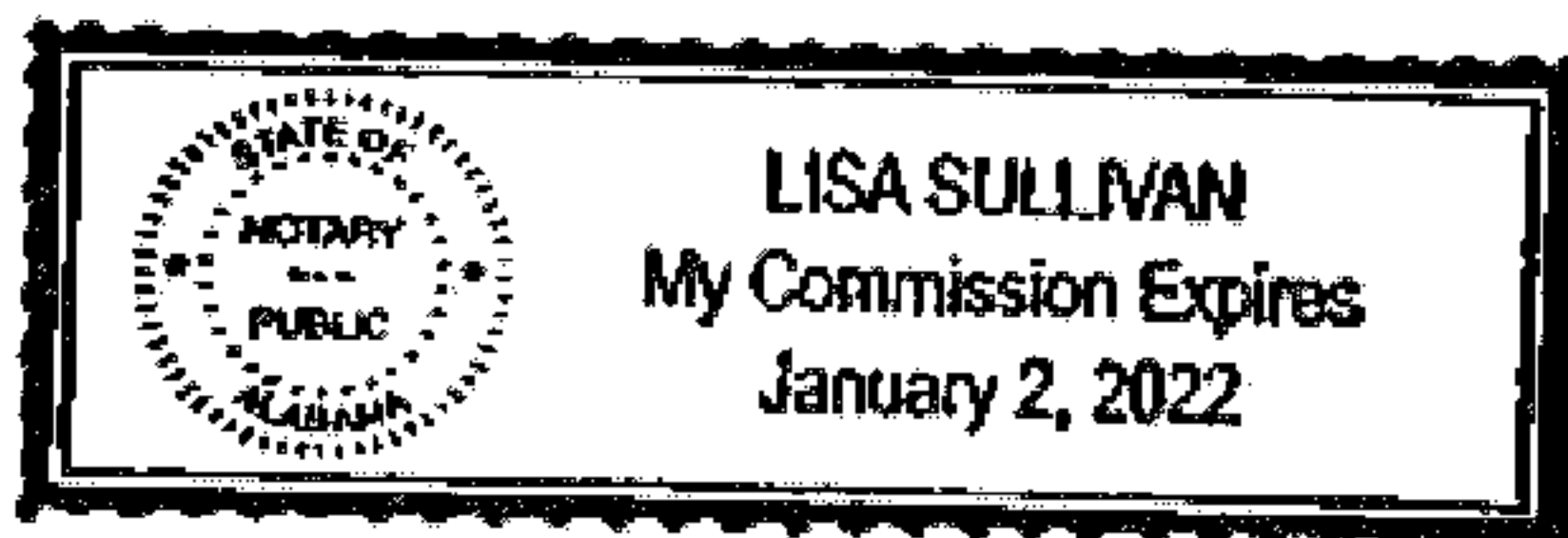
The undersigned notary public, in and for said County and State, hereby certifies that Henry Lee Peake, Jr., whose name is signed to the foregoing Settlement Agreement individually, and in his capacity as Representative, as defined in said agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he, acting in such capacities, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30th day of November 2021.

Seal


Notary Public

My Commission Expires: 1-2-2022



Settlement Agreement

Susan Patrice Green

Susan Patrice Green, individually and as
Representative, as defined in the foregoing
Settlement Agreement

State of Alabama)

Shelby
Jefferson County)

The undersigned notary public, State of Alabama, certifies that Susan Patrice Green, whose name is signed to the foregoing Settlement Agreement individually, and in her capacity as Representative, as defined in said agreement, and who is known to me, acknowledged before me that, being informed of the contents of said instrument she, acting in such capacities, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 11 day of November 2021.

Seal

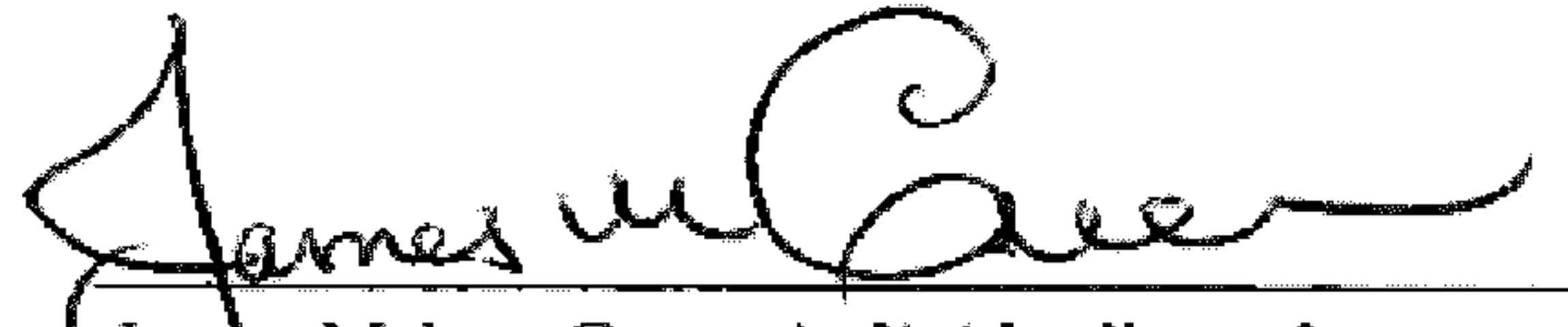


Adam W. Holmes

Notary Public

My Commission Expires: 05-22-2022

Settlement Agreement


James Melton Green, individually and as
Representative, as defined in the foregoing
Settlement Agreement

State of California)

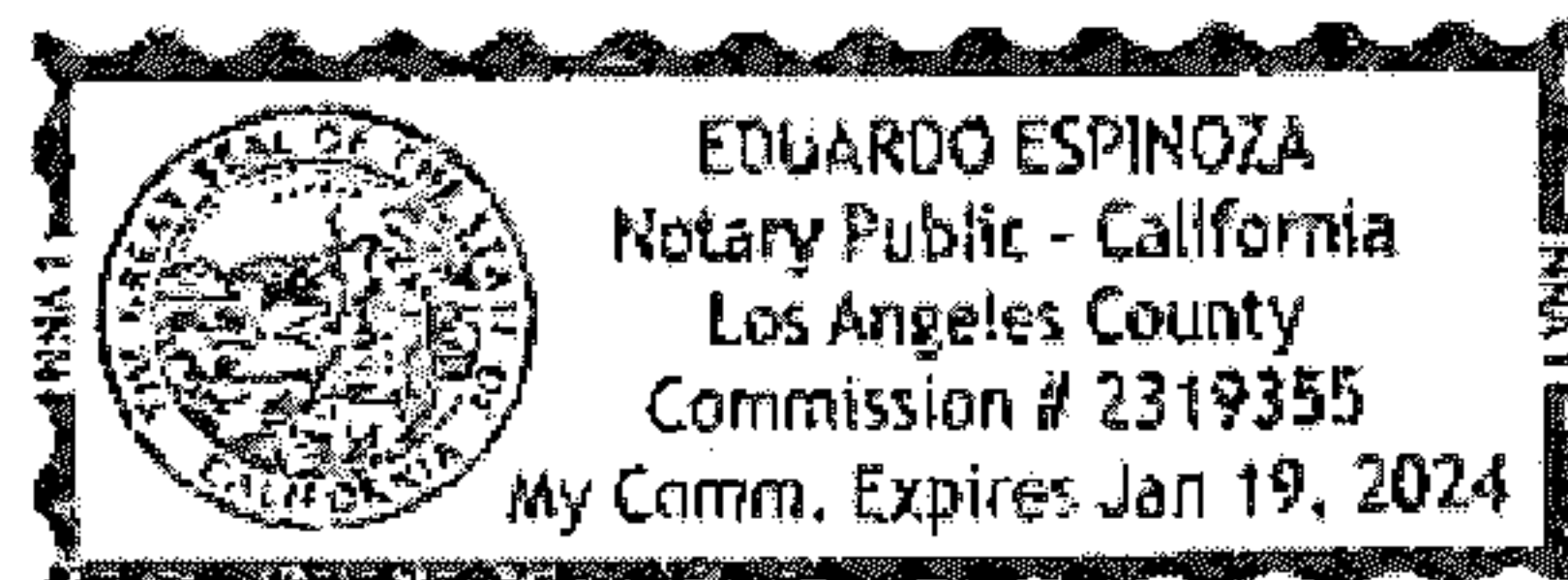
County of Los Angeles)

On the 2 day of October 2021 before me, Eduardo Espinoza, Notary Public
(insert name and title of the officer) personally appeared James Melton Green, who proved to me on
the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument
titled Settlement Agreement, and acknowledged to me that he executed the same in his authorized
capacities, and that by his signature on the instrument he executed the instrument voluntarily on the
day the same bears date.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.


WITNESS my hand and official seal.

(SEAL)




Signature - NOTARY PUBLIC

Settlement Agreement

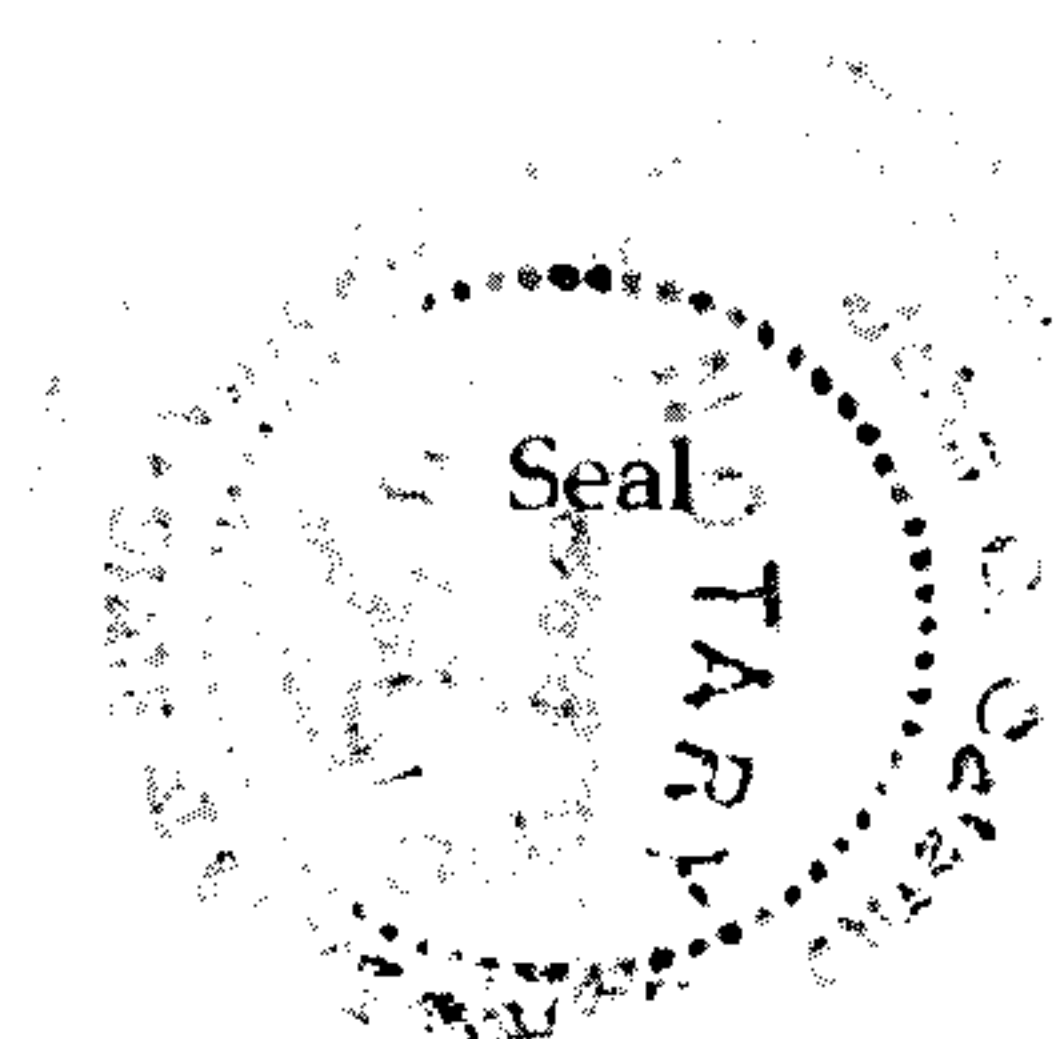

Amy Huff Pilcher, as Trustee, as defined in
the foregoing Settlement Agreement


State of Alabama)

Dallas County)

The undersigned notary public, State of Alabama, hereby certifies that Amy Huff Pilcher, whose name as Trustee, as defined in the foregoing Settlement Agreement, is signed to the foregoing Settlement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument she, in her capacity as such trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of November, 2021.

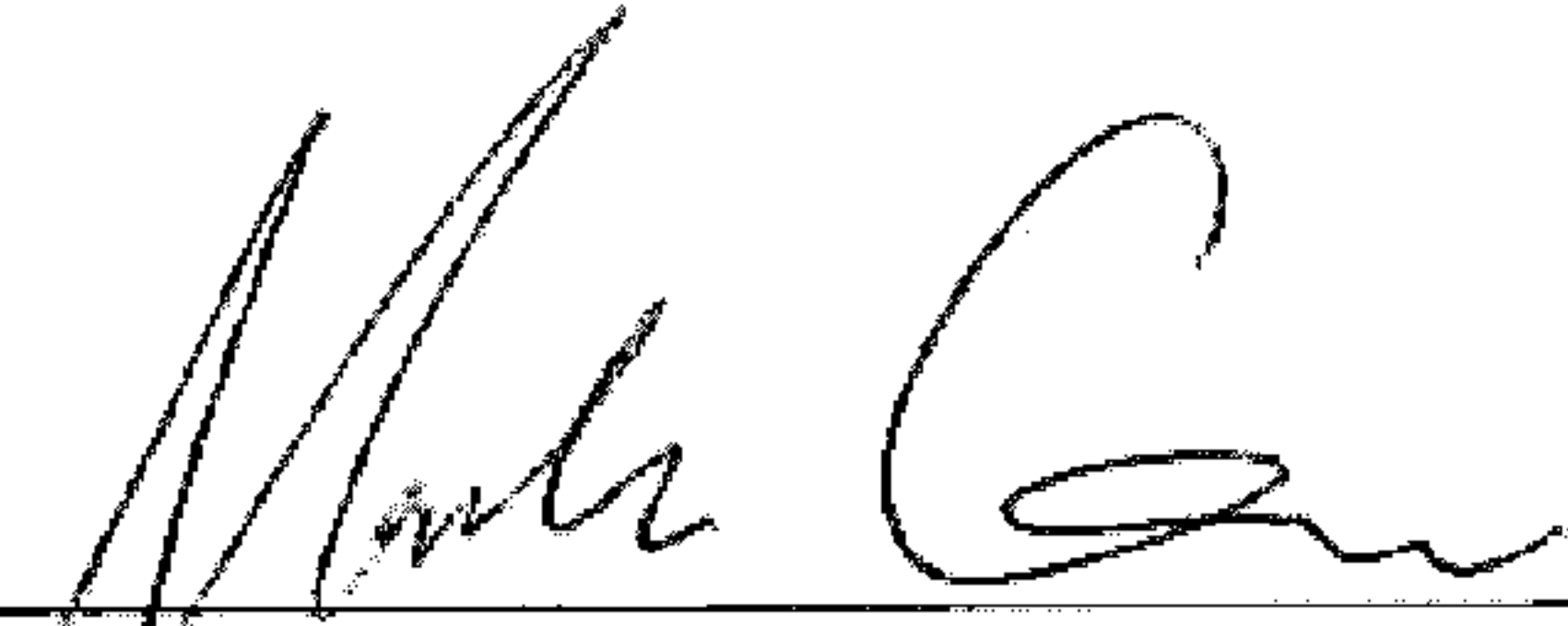




Notary Public

My Commission Expires: 5/17/22

Settlement Agreement


Mallory Patrice Green, individually and as
Representative, as defined in the foregoing
Settlement Agreement

State of California)

County of Los Angeles)

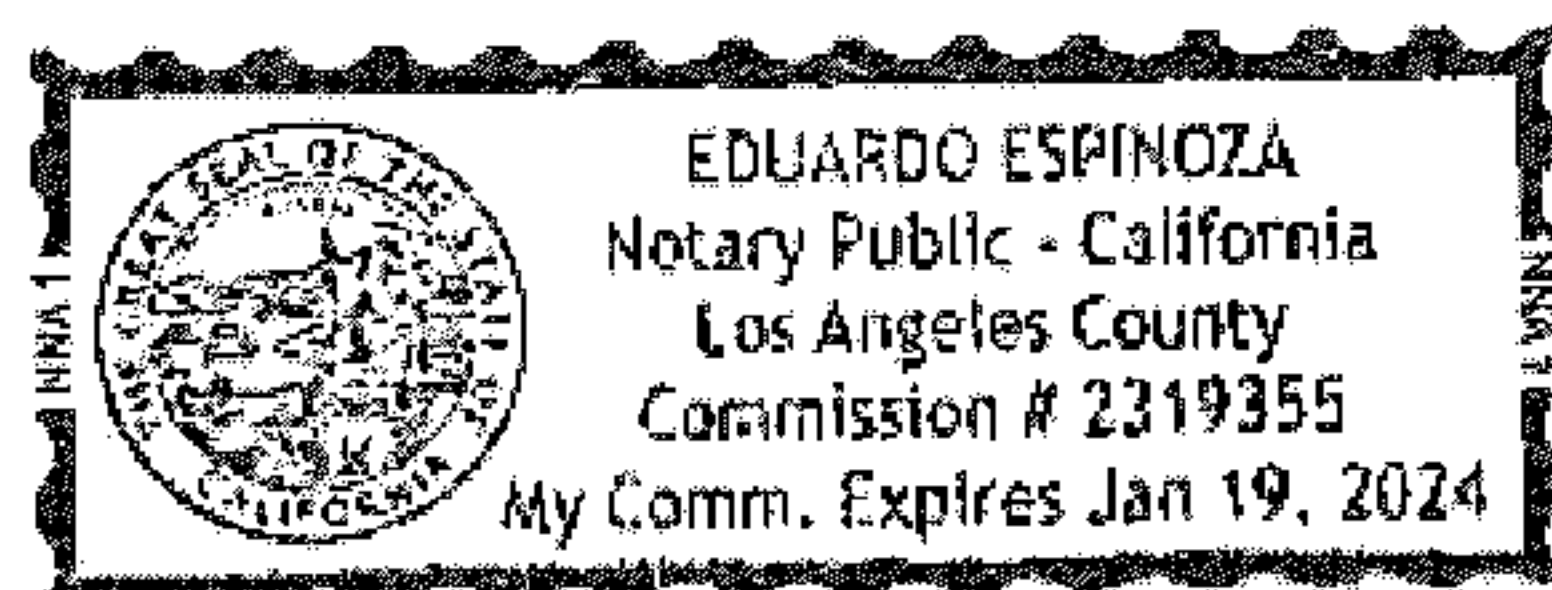
On the 2 day of October 2021 before me, Eduardo Espinoza, Notary Public
(insert name and title of the officer) personally appeared Mallory Patrice Green, who proved to me
on the basis of satisfactory evidence to be the person whose name is subscribed to the within instru-
ment titled Settlement Agreement, and acknowledged to me that she executed the same in her
authorized capacities, and that by her signature on the instrument she executed the instrument
voluntarily on the day the same bears date.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)


Signature - NOTARY PUBLIC



Settlement Agreement

Emily Green

Emily/Elizabeth Green, individually and as
Representative, as defined in the foregoing
Settlement Agreement

State of California)

County of Los Angeles)

On the 2 day of October 2021 before me, Eduardo Espinoza, Notary Public
(insert name and title of the officer) personally appeared Emily Elizabeth Green, who proved to me
on the basis of satisfactory evidence to be the person whose name is subscribed to the within instru-
ment titled Settlement Agreement, and acknowledged to me that she executed the same in her
authorized capacities, and that by her signature on the instrument she executed the instrument
voluntarily on the day the same bears date.

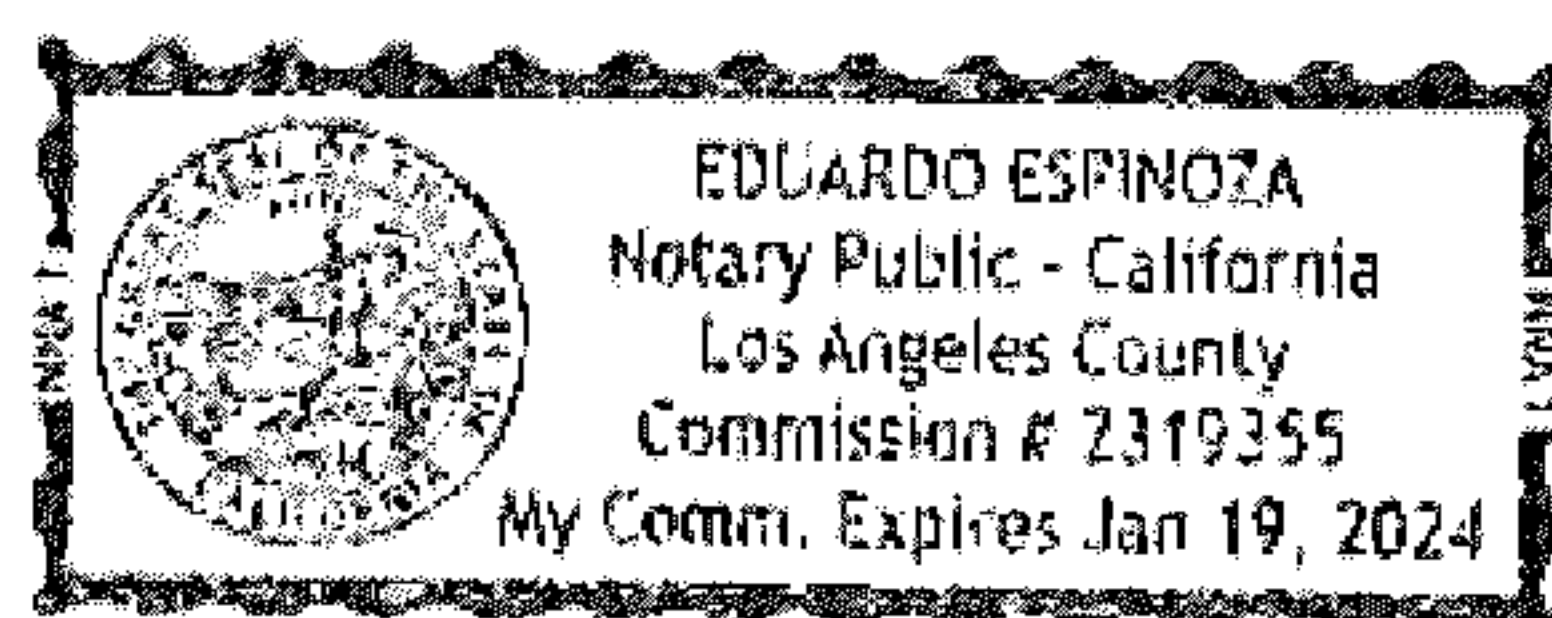
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

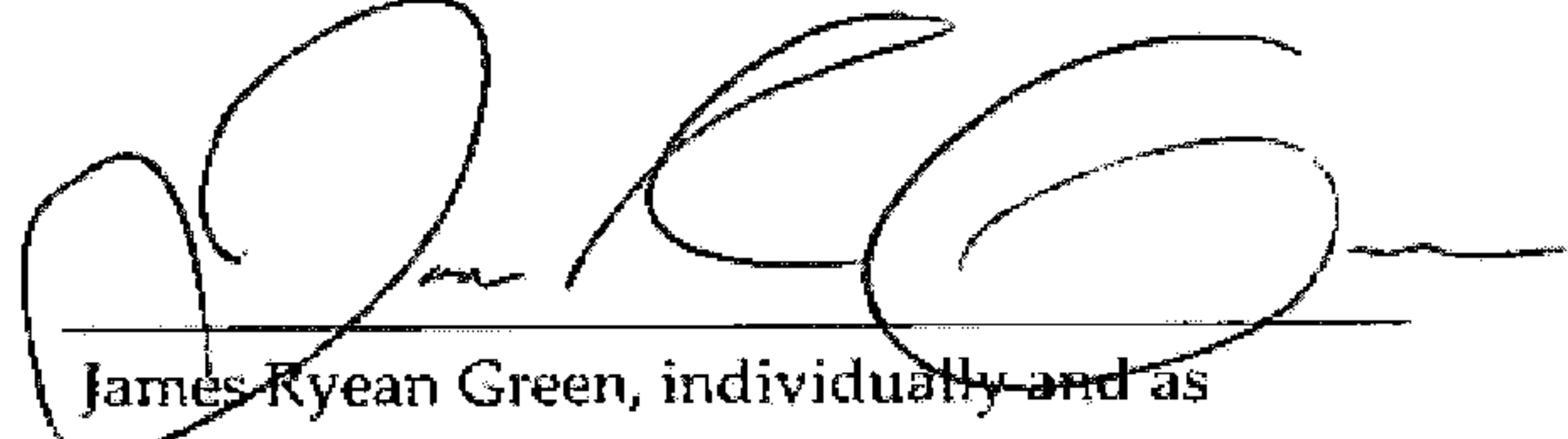
(SEAL)

Eduardo Espinoza

Signature - NOTARY PUBLIC



Settlement Agreement


James Ryeen Green, individually and as
Representative, as defined in the foregoing
Settlement Agreement

State of California)

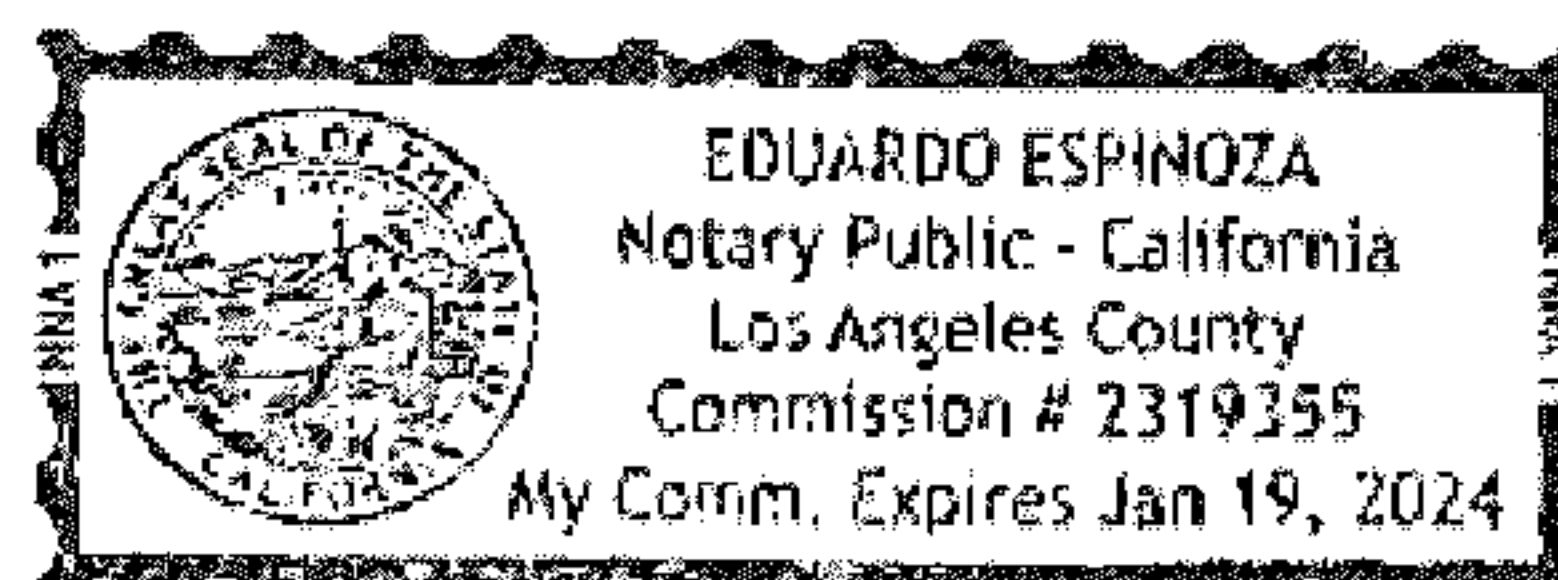
County of Los Angeles)

On the 2 day of October 2021 before me, Eduardo Espinoza, Notary Public (insert name and title of the officer) personally appeared James Ryeen Green, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument titled Settlement Agreement, and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument he executed the instrument voluntarily on the day the same bears date.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)




Signature - NOTARY PUBLIC

Settlement Agreement



Sean Fernando Macias, individually, as Representative, as James Ryeen's Trustee, as Emily's Trustee, and as James's Trustee, all as defined in the foregoing Settlement Agreement

State of California)

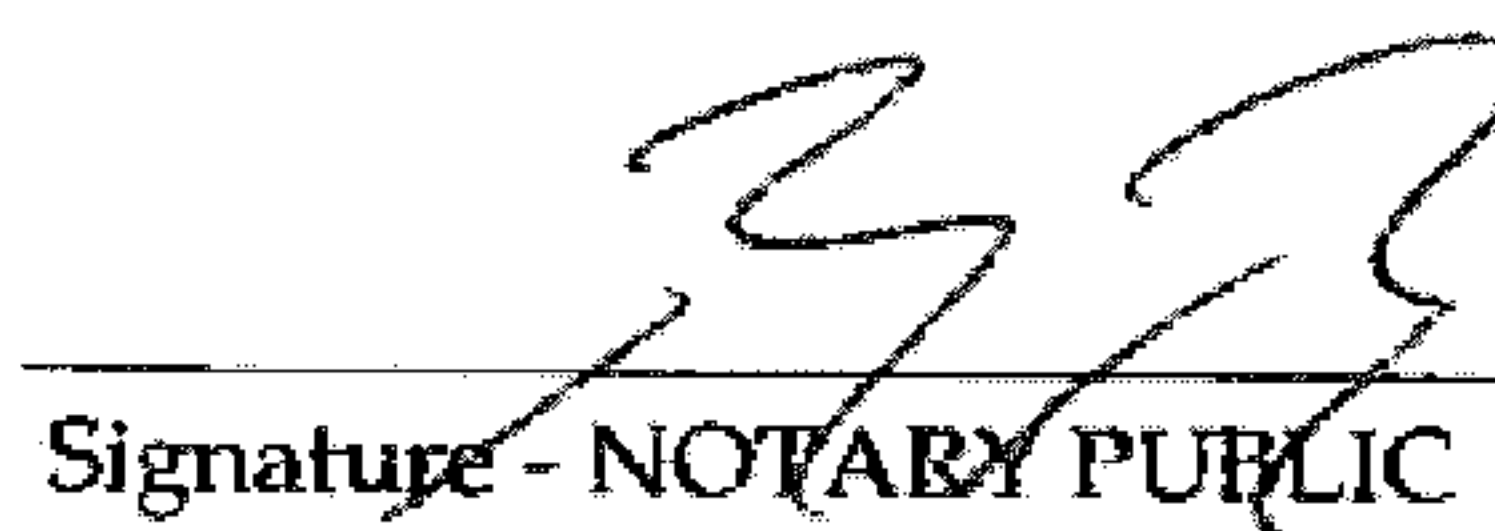
County of Kern)

On the 29 day of October 2021 before me, Ryan Gilbert Ranken Notary (insert name and title of the officer) personally appeared Sean Fernando Macias, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument titled Settlement Agreement, and acknowledged to me that he executed the same in his authorized capacities, individually, as Representative, as James Ryeen's Trustee, as Emily's Trustee, and as James's Trustee, all as defined in the foregoing Settlement Agreement, and that by his signature on the instrument he executed the instrument voluntarily on the day the same bears date.

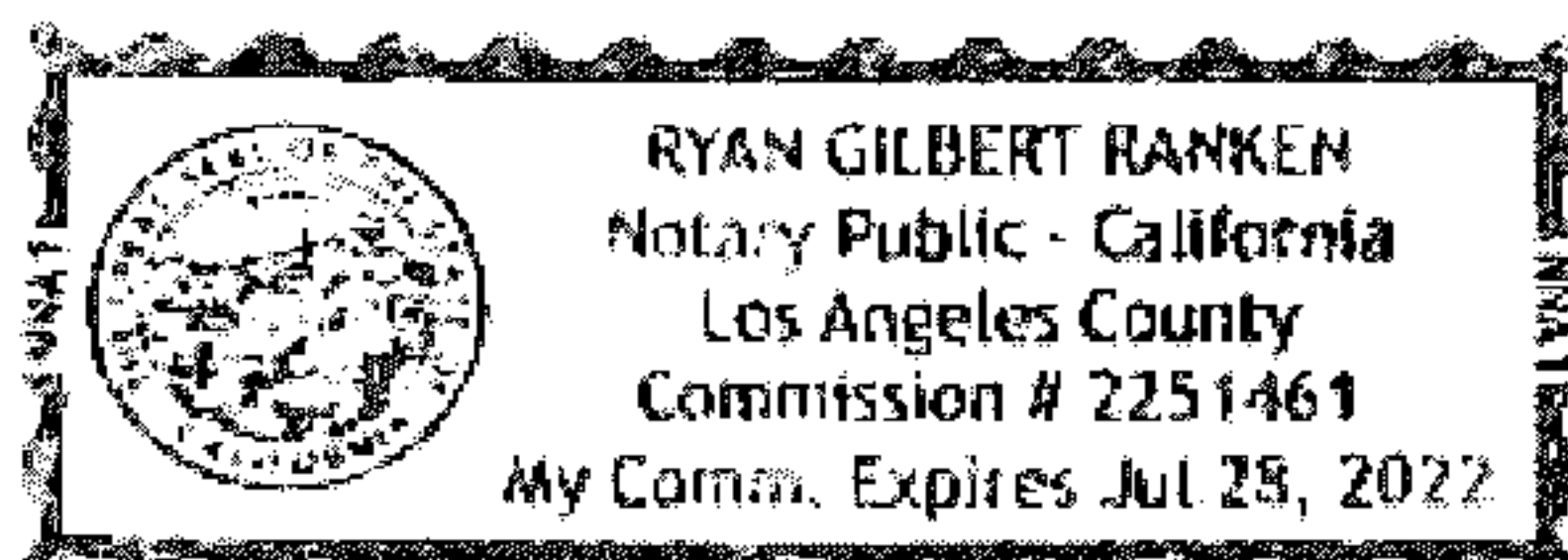
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)



Signature - NOTARY PUBLIC



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/08/2022 09:01:09 AM
\$101.00 CHARITY
20220408000145200



Signature Page: Sean Fernando Macias, individually, as Representative, as James Ryeen's Trustee, as Emily's Trustee, and as James's Trustee, all as defined in the foregoing Settlement Agreement