ANTENUPTIAL AGREEMENT BY AND BETWEEN CYNTHIA NICOLE SULLIVAN AND DAVID EARL PIKE

STATE OF ALABAMA *
COUNTY OF JEFFERSON *

20231127000343310 1/4 \$31.00 Shelby Cnty Judge of Probate, AL 11/27/2023 01:41:40 PM FILED/CERT

THIS ANTENUPTIAL AGREEMENT (hereinafter referred to as "Agreement") made on this the 24 day of November, 2023, by and between Cynthia Nicole Sullivan (hereinafter referred to as "Sullivan"), a resident citizen of Shelby County, Alabama, and David Earl Pike (hereinafter referred to as "Pike") a resident citizen of Shelby County, Alabama.

WITNESSETH:

WHEREAS, Sullivan and Pike are desirous of, and contemplate, entering into a marriage relation, each with the other; and

WHEREAS, Sullivan and Pike are currently residents of the County of Shelby, State of Alabama; and

WHEREAS, Kristel N. Reed, Esq. (hereinafter referred to as "Reed"), a member of the law firm of Reed Law Firm, P.C., Bessemer, Alabama, has represented Sullivan in connection with the preparation and execution of Agreement, and has participated in the drafting of this Agreement, has advised Sullivan of the effect, both at law and in equity, of this Agreement on Sullivan's rights under the laws of the State of Alabama; and

WHEREAS, Pike was self represented at all times in connection with the preparation and execution of this Agreement, has participated in the drafting of this Agreement, and was advised by Reed of his ability to obtain outside representation and counsel prior to any execution of this Agreement, and was advised of the effect of Sullivan's and Pike's rights under the laws of the State of Alabama both in law and in equity; and

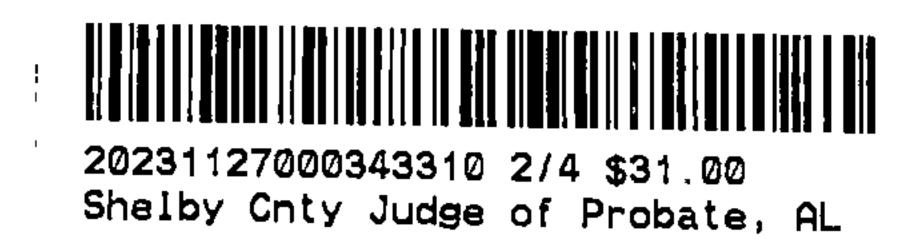
WHEREAS, Pike is possessed of considerable real and personal property owned by him through business ventures as Earl's Moving Company LLC and Zanna Storage, L.L.C., having an aggregate fair market value, less liabilities, of not less than Two Hundred Fifty Thousand Dollars and No/100 Dollars (\$250,000.00) and the existence, location, value and description of all of which property and assets has, prior to the execution hereof, been disclosed to Sullivan and Reed, each of whom is, at the time of the execution and delivery hereof, satisfied as to the completeness, accuracy, and adequacy of said disclosure; and

WHEREAS, Sullivan is possessed of property owned by her having an aggregate fair market value, less liabilities, of Twenty Five Thousand Dollars and No/100 Dollars (\$25,000.00), all of which property and assets has, prior to the execution hereof, been disclosed to Pike and Reed, each of whom is, at the time of execution and delivery hereof, satisfied as to the completeness, accuracy, and adequacy of said disclosure; and

WHEREAS, Sullivan has the following children by a former marriage:

a. Alyssa Danielle Layne, 02/07 dob

Page 1 of 4



11/27/2023 01:41:40 PM FILED/CERT

- b. Savannah Grace Layne, 02/08 dob
- c. Jacob Logan Layne, 05/13 dob each such child being under the age of nineteen (19) years; and

WHEREAS, Pike has the following children by a former marriage:

a. Zayne David Pike, 05/15 dob each such child being under the age of nineteen (19) years; and

WHEREAS, Sullivan desires to provide for her children and to make gifts during her lifetime, and make a disposition of her estate at her death, to her children; and

WHEREAS, Pike desires to provide for his children and to make gifts during his lifetime, and make a disposition of his estate at his death, to his children; and

WHEREAS, it is desired by Sullivan and Pike, separately and severally, that their marriage shall not in any way change their presently existing legal rights under the laws of the State of Alabama to dispose of their separate estates, and that, except as provided herein, the marriage of the parties shall not affect any of the rights of inheritance under the laws of the State of Alabama that the children Sullivan and Pike may now have, whether by laws of intestacy, or testamentary disposition, or lifetime gifts in each of their respective properties; and

WHEREAS, it is desired by Sullivan and Pike, separately and severally, that this Agreement shall NOT remain in effect should filing for divorce is resulting from and/or due to any adulterous activity, and/or cheating on Sullivan by Pike at any time during the course of the marriage of the parties and after presentment of the evidence it is so determined the grounds leading up to the filing for divorce are in fact due to any adulterous activity, and/or cheating on Sullivan by Pike. Divorce shall refer to the dissolution of the marriage between the couple. A divorce is certified through a judgment, decree, or similar document that validates the dissolution of marriage in the jurisdiction of Governing Law. In the event of such divorce filing, it is desired by Sullivan and Pike, that Sullivan be entitled to half of marital estate, excepting any and all interest in Earl's Moving Company LLC and Zanna Storage, L.L.C. In the event of a divorce filed for any other reasons, it is desired by Sullivan and Pike, Sullivan is not to recover any proceeds from the marriage, excepting the assets and property owned by Sullivan and Pike, separately and severally, before the marriage shall be owned by each party respectively.

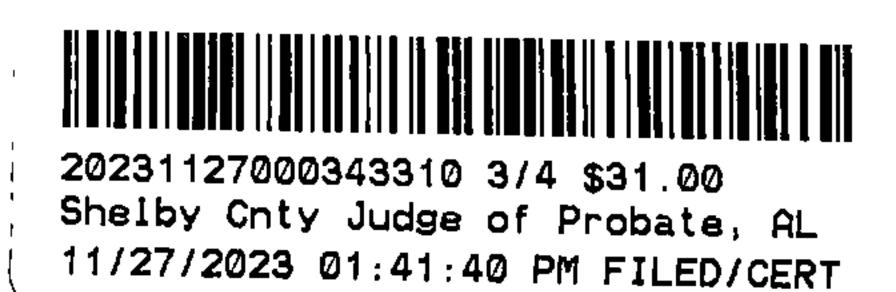
NOW, THEREFORE, in consideration of the premises, and in consideration of the mutual covenants and agreements of each of the parties hereto, including their respective agreements to marry one another, and for other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Earl's Moving Company LLC and Zanna Storage, L.L.C. are to remain the sole possessions and ownership of Pike, including any and all assets and liabilities that would arise therefrom and Pike to hold Sullivan harmless against any and all such litigation and debt collections which also may arise therefrom at all times.

Sullivan acknowledges that she has respectively:

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Page 2 of 4



- 1. Has been informed to the facts relating to the subject matter of this Agreement and as to the rights and liabilities of the couple; and
- 2. Enters into this Agreement voluntarily, free from fraud, undue influence, coercion, or duress of any type; and
- 3. Has sought Counsel in accordance to the laws of the State of Alabama; and
- 4. Prior to executing this Agreement, has had this Agreement reviewed by legal Counsel; and
- Has read, considered, and understands each provision and section of this Agreement.

 Pike acknowledges that he has respectively:
- 1. Has been informed to the facts relating to the subject matter of this Agreement and as to the rights and liabilities of the couple; and
- 2. Enters into this Agreement voluntarily, free from fraud, undue influence, coercion, or duress of any type; and
- 3. Has been informed of his right to seek Counsel in accordance to the laws of the State of Alabama; and
- 4. Prior to executing this Agreement, has had an opportunity to have this Agreement reviewed by legal Counsel and has chosen to represent himself "in pro per" status; and

5. Has read, considered, and understands each provision and section of this Agreement.

Cynthia Nicole Sullivan

David Earl Pike

STATE OF ALABAMA *
COUNTY OF JEFFERSON *

I, undersigned Notary Public, in and for said County and State, hereby certify Cynthia Nicole Sullivan, whose name is signed to the foregoing Antenuptial Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Antenuptial Agreement, she has executed same voluntarily the day the same bears date.

Given under my hand and official seal this the 24 day of November, 2023.

BRANDY LYNN CARVER

NOTARY PUBLIC

ALABAMA STATE AT LARGE

COMM. EXP. 713 12027

Notary Public

My commission expires:

7/3/2027

Page 3 of 4

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20231127000343310 4/4 \$31.00 Shelby Cnty Judge of Probate, AL 11/27/2023 01:41:40 PM FILED/CERT

STATE OF ALABAMA * COUNTY OF JEFFERSON *

I, undersigned Notary Public, in and for said County and State, hereby certify David Earl Pike, whose name is signed to the foregoing Antenuptial Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Antenuptial Agreement, he has executed same voluntarily the day the same bears date.

Given under my hand and official seal this the 24 day of November, 2023.

BRANDY LYNN CARVER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 7/3/2027

My commission expires: 1/3/2027