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DAV. CO. CHANCERY COURT

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOOK 9907 PG 308

IN THE MATTER OF:)
)
ELLA PETWAY BULLARD TRUST) No. 95-2982-II
F/B/O GEORGE N. BULLARD, JR.)
FRED D. BRYAN, PETITIONER)

ORDER FILED & ENTERED 9-28-95
MINUTE BOOK 191 PAGE 711

ORDER

This matter came before the Court upon the request of Petitioner to confirm the appointment of Fred D. Bryan as Trustee of the above-captioned trust. Based upon the pleadings, statements of counsel, and the entire record in this cause, the Court is of the opinion that the Petition should be granted.

It is, therefore, ORDERED, ADJUDGED AND DECREED as follows:

1. The appointment of Fred D. Bryan as trustee of the Ella Petway Bullard Trust f/b/o George N. Bullard, Jr., is confirmed, and Mr. Bryan will serve in that capacity without bond.

2. Costs incurred in connection with this Petition be paid from the trust estate.

3. The minor and unborn beneficiaries of the trust are before this Court and this Order is binding upon them.

IT IS SO ORDERED.

4140 01/03 0101 03CHECK 160.00

Ellen Hobbs Lyle
Chancellor

APPROVED FOR ENTRY:

John R. Jacobson (#14365)
BASS, BERRY & SIMS
2700 First American Center
Nashville, Tennessee 37238
615/742-6257

Attorneys for Petitioner

377271

I hereby certify that this is a true copy of original instrument filed in my office
This 13th day of December 1995
CLAUDIA C. BONNYMAN Clerk & Master
By Deputy Clerk

MAIL ENV.

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DAVIDSON COUNTY, TN.

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FILED

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

IN THE MATTER OF:	)	No. 95-2982
	)	
ELLA PETWAY BULLARD TRUST	)	
F/B/O GEORGE N. BULLARD, JR.;	)	
FRED D. BRYAN, PETITIONER	)	

BOOK 9907 PG 309

PETITION TO CONFIRM THE APPOINTMENT OF TRUSTEE

The undersigned Petitioner, Fred D. Bryan, respectfully states that:

1. On August 4, 1950, Ella Petway Bullard (now Ella P. Hayes, referred to hereinafter as "Mrs. Hayes") executed an agreement of trust (hereinafter referred to as the "Agreement") with Third National Bank in Nashville, Tennessee, as trustee. A copy of the Agreement is attached hereto as Exhibit A.

2. On or about September 16, 1964, Third National Bank in Nashville, ceased to serve as trustee, and First American National Bank, N.A., Nashville, Tennessee, was appointed as successor trustee. On or about March 1, 1977, First American National Bank, N.A. ceased to serve as trustee, and Commerce Union Bank, now NationsBank of Tennessee, Nashville, Tennessee, was appointed as successor trustee.

3. On December 14, 1988, an Order of the Chancery Court of Davidson County, Tennessee was filed in Minute Book 49, page 448, whereby the trust under the Agreement was divided into three equal trusts, one of which is known as "The Ella Petway Bullard Trust for the benefit of George N. Bullard, Jr." (hereinafter referred to as the "Trust"). The Trust is the subject of this Petition.

4. The December 14, 1988, Order, referred to above, also restated paragraph 6 of the Agreement with respect to each of the three trusts. Paragraph 6 of the Trust, as restated, is attached hereto as Exhibit B.

5. NationsBank resigned as trustee of the Trust by letter dated February 27, 1995, and the Petitioner was appointed as successor trustee of the Trust. A copy of Resignation is

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This 13th day of December 19 95
CLAUDIA C. BONNYMAN Clerk & Master
By _____ Deputy Clerk

attached hereto as Exhibit C, and copies of the Appointment and the Acceptance are attached hereto as Exhibit D and Exhibit E, respectively.

6. The appointment of the Petitioner as successor Trustee was made in accordance with the provisions of paragraph 8 of the Agreement, which makes the following provisions for the appointment of a successor trustee following the resignation of a trustee:

> 8. The Trustee, or any successor Trustee, may resign at any time upon giving thirty (30) days' notice, in writing to the Donor if she be then living, and, if dead, to the beneficiary or beneficiaries and their legal or natural Guardians, and upon such resignation the Donor, if living, or the Adviser, if the Donor be dead or fail to act, may appoint a successor Trustee or Trustees, who shall be clothed with all of the rights, powers, duties and liabilities of the acting Trustee. If Donor be dead and the Adviser be dead or not acting, the beneficiaries of legal age, or if none, their legal Guardian, may appoint a successor Trustee. The resigning Trustee shall immediately account to and turn over to such succeeding Trustee, all of the trust property then in its hands, and upon approval of such accounting shall be discharged from further or other liability. [Underlining added.]

7. Because the Donor (Mrs. Hayes) had disclaimed all of her interests, rights and powers under the Agreement, by written instrument dated December 26, 1968 (a copy of which is attached hereto as Exhibit F), and because the Advisor (Mrs. Hayes' first husband, George N. Bullard, referred to hereinafter as "Mr. Bullard, Sr.") was deceased, the appointment of the successor Trustee was made by George N. Bullard, Jr. (who is (i) the Trustee of the Lifeworks Foundation, which is the current income beneficiary and (ii) the successor income beneficiary), and by Mary Elizabeth Bullard, the daughter of George N. Bullard, Jr., who is an adult. The interests of the various beneficiaries are more fully described below.

8. Paragraph 9 of the Agreement, which deals with the powers of the Advisor (who, as noted above, is now deceased) to remove a trustee, provides as follows:

> 9. The Trustee herein named, or any successor Trustee, may be removed at any time by the Adviser. Such removal shall be by an instrument in writing directed to the then acting Trustee and the successor Trustee then appointed, giving notice of such removal and appointment.

> Consent of such successor to act shall be obtained before appointment. The acting Trustee shall account to the Successor Trustee in the way and manner herein provided in the case of resignation of a Trustee. Any successor Trustee shall be a bank or trust company maintaining a department for the handling of trust matters exclusively, and such bank or trust company shall have a capital and surplus of at least $3,000,000.00.

9. Paragraph 8 (dealing with the resignation of a trustee) and paragraph 9 (dealing with the removal of a trustee) are entirely separate paragraphs with different requirements with respect to successor Trustees. The last sentence of paragraph 9 requires that, when the Advisor removes a trustee, he must appoint a bank or trust company (a "corporate trustee") as the successor trustee. There is no similar requirement in paragraph 8.

10. The following specific language in paragraph 8 confirms that there is no requirement that a corporate trustee be the successor to a trustee who has resigned:

a. Paragraph 8 allows the appointment of a "Trustee or Trustees." This language is inconsistent with a requirement that the successor trustee be a corporate trustee.

b. The word "who" in paragraph 8 clearly contemplates an individual successor.

11. Mrs. Hayes' intention upon execution of the Agreement, as evidenced by her Affidavit attached hereto as Exhibit G, was that there be no requirement that a corporate trustee be appointed as successor to a resigning trustee.

12. The parties are before the Court pursuant to its inherent jurisdiction over the management of trusts.

13. Pursuant to the provisions of the Trust (as set forth in Exhibit B), the following parties have the following interests in the Trust:

a. Lifeworks Foundation is to receive the income of the Trust during the lifetime of Mrs. Hayes. George N. Bullard, Jr., is the trustee of Lifeworks Foundation. (The beneficiary named in paragraph 6(a) on Exhibit B is The George Newton Bullard Foundation. The trustees of The George Newton Bullard Foundation

received a favorable ruling from the Internal Revenue Service with respect to the transfer of all of its assets to three newly formed foundations (one of which is Lifeworks Foundation) and, subsequently, the trustees of The George Newton Bullard Foundation transferred to Lifeworks Foundation its right to future income payments from the Trust.)

b. Upon the death of Mrs. Hayes, George N. Bullard, Jr., will receive two-thirds of the trust corpus (if he is then living) and, thereafter, he will receive all of the income of the remainder of the Trust.

c. The issue of George N. Bullard, Jr., have the following interests in the Trust:

(1) If the Trust is in existence following the death of George N. Bullard, Jr., distributions of income will be made to his issue, per stirpes.

(2) At the death of the last survivor of Mrs. Hayes, and her two surviving children, George N. Bullard, Jr., and Mary Elizabeth Stadler, the Trust will terminate. Upon termination of the Trust, distribution will be to the issue, per stirpes, of George N. Bullard, Jr.

d. If at the time set for a distribution to the issue of George N. Bullard, Jr., there is no such issue then living, distribution will be to the issue of Ella P. Hayes and her first husband, Mr. Bullard, Sr., or to the other trusts under the Agreement for the benefit of such issue.

e. In addition to the foregoing, paragraph 3 of the Agreement (as set forth in Exhibit A) permits distributions of corpus to any beneficiary for the purposes specified in paragraph 3.

14. The names and addresses of the beneficiaries (and the dates of birth in the case of the beneficiaries other than Mrs. Hayes' children) are as follows:

a. The surviving children of Mrs. Hayes:

Mr. George N. Bullard, Jr.
P.O. Box 50276

Nashville, Tennessee 37205

Mary Elizabeth Stadler
2212 Hillsboro Valley Road
Brentwood, Tennessee 37027

b. The other living issue of Mrs. Hayes and Mr. Bullard, Sr.:

(1) Issue of George N. Bullard, Jr.:

Mary Elizabeth Bullard,
born June 1, 1970
5022 Windwood Avenue
Sarasota, FL 34242

(2) Issue of Mary Elizabeth Stadler:

James R. Stadler, Jr.,
born March 14, 1960
5553 Trousdale Avenue
Brentwood, Tennessee 37027

One minor child:
Elizabeth Blake Stadler,
born January 18, 1991

George B. Stadler,
born August 13, 1957
1235 Nichol Lane
Nashville, Tennessee 37205

Two minor children:
Julia Claire Stadler,
born May 14, 1986;
George Monroe Stadler,
born November 23, 1990

(3) Issue of Louise Wallace (deceased daughter of Mrs. Hayes):

Anne W. Nesbitt,
born August 30, 1957
4428 Warner Place
Nashville, TN 37205

Three minor children:
Thomas Edward Nesbitt, III,
born November 10, 1985
Louise Wallace Nesbitt,
born August 13, 1987
Mary Hamilton Nesbitt,
born April 20, 1990

Johnson B. Wallace, Jr.,
born December 8, 1958
110 Westhampton Place
Nashville, Tennessee 37205

Four minor children:
Johnson Bransford Wallace, III,
born December 19, 1986

Martha Ansley Wallace,
born April 13, 1988
Elizabeth Bullard Wallace,
born January 27, 1991

Sandra Gray Wallace,
born August 21, 1993

Elena W. Graves,
born January 17, 1961
208 Deer Park Circle
Nashville, Tennessee 37205

One minor child:
David Berger Graves, IV,
born January 31, 1991

Elizabeth W. Caldwell,
born March 8, 1962
224 Deer Park Circle
Nashville, Tennessee 37205

One minor child:
Edith Bullard Caldwell,
born March 10, 1995

15. All living adult beneficiaries of the Trust consent to the Confirmation of the Appointment of Petitioner as successor trustee, and their Consents are submitted herewith.

16. All minor and unborn contingent beneficiaries of the Trust are represented under the doctrine of virtual representation by the daughter of George N. Bullard, Jr., Mary Elizabeth Bullard, and by the other adult issue of Ella P. Hayes, who are also contingent remaindermen. Mary Elizabeth Bullard has completed almost all of the coursework necessary for a baccalaureate degree at Prescott College, Prescott, Arizona, and anticipates receiving that degree within a year.

17. The educational background and business experience of the Petitioner is as follows:

a. Fred D. Bryan received a Bachelors of Science Degree (Accounting) from the University of Tennessee in 1957. He worked as a Certified Public Accountant for the accounting firm of Price Waterhouse from 1957 to 1962, and served as Comptroller and Vice President of Finance and Administration at Equitable Securities Company and Equitable Securities Morton & Company (which was merged with American Express Company in 1968) from 1962 to 1971.

b. Since 1971, Mr. Bryan has been the owner and President of Management Assistance Company, Nashville, Tennessee, a consulting firm that advises small businesses in financial

planning, facility management and tax planning and administration.

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c. From 1987 to June 20, 1993, Mr. Bryan served as Executive Vice President, Chief Operating Officer, Director and as a member of the Executive Committee of Worth, Inc., Tullahoma, Tennessee, a corporation with a net worth of $16,000,000 and sales of over $42,000,000. On June 20, 1993, Mr. Bryan was promoted to Chief Executive Officer, and he continues to serve in this capacity and as a Director of the firm on this date.

d. Mr. Bryan currently serves as trustee of trusts with aggregate assets in excess of $30,000,000 and as executor of estates with aggregate assets in excess of $30,000,000.

e. Mr. Bryan is a member of the Financial Executive Institute, The Tennessee Society of Certified Public Accountants, The American Institute of Certified Public Accountants, The Nashville Chamber of Commerce and The United States Chamber of Commerce.

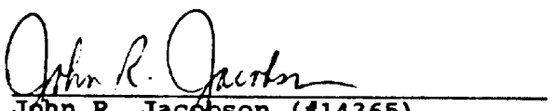
WHEREFORE, Petitioner requests the following relief:

1. The Court confirm Petitioner's appointment as trustee of the Ella Petway Bullard Trust for the benefit of George N. Bullard, Jr., and permit Petitioner to serve in that capacity without bond.

2. The costs and expenses incurred in connection with this Petition be paid from the trust estate.

3. Such other relief as the Court deems proper.

Respectfully submitted,



John R. Jacobson (#14365)
BASS BERRY & SIMS
2700 First American Center
Nashville, TN 37238
615/742-6257

Attorneys for Petitioner

#377293.01

AGREEMENT executed in triplicate at Nashville, Tennessee this 4th day of August, 1950 by and between ELLA FORNAY BULLARD (wife of George N. Bullard), of Nashville, Tennessee, hereinafter called "DONOR", and THE THIRD NATIONAL BANK IN NASHVILLE, a banking corporation under the laws of the United States, with principal office in Nashville, Davidson County, Tennessee, hereinafter called "TRUSTEE",

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W I T N E S S E T H:

That in consideration of the acceptance by the Trustee of the trusts hereby created, and the payment by the Donor to the Trustee of the sum of One ($1.00) Dollar, the receipt of which is hereby acknowledged, Donor assigns, sets over, transfers and delivers to the Trustee, all of that property set out and described in Exhibit "A" hereto attached, and said Trustee acknowledges receipt of said property described in said Exhibit and agrees to hold, manage, invest and distribute the income therefrom, and upon the termination of this trust, the corpus thereof, as a trust fund, upon the following terms and conditions:

1. The Trustee is given and granted full and complete power to receive, hold, manage, convert, assign, alter, reinvest and otherwise deal with the above described properties and additions thereof, in such way as in its unlimited discretion it shall deem for the best interest of the beneficiary or beneficiaries hereunder, to the same extent that the Donor herself might do, but expressly subject to the following limitations, to-wit:

(a) George N. Bullard, husband of Donor, is hereby appointed "Adviser" under this Trust Instrument, with powers and duties herein

Exhibit "A"

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after set out. Upon the death of George N. Bullard, or upon his incapacity to act, the duties herein vested in the Adviser shall terminate, no successor shall be appointed and the Trust shall continue without an Adviser.

(b) Prior to selling, converting, assigning, transferring, conveying, investing any of the trust property, or borrowing any money for the trust estate, the Trustee shall obtain the written consent of the Donor if she be alive, and also the written consent of the Adviser, if he be then acting, and if such written consent be not obtained, then in that event, prior to selling, converting, assigning, transferring, conveying, investing or borrowing, the Trustee shall send to the Adviser, if he be then acting, and the Donor, if she be then alive, by registered mail, a written description of the action proposed to be taken by it.

Upon receipt of such notice the Donor or the Adviser, if he be then acting, may notify the Trustee in writing within five (5) days after receipt of such notice, that the action proposed to be taken is not approved and thereupon the Trustee shall not take the proposed action. If no such notification is received by the Trustee within ten (10) days after the Trustee originally gives the notice by registered mail, then the Trustee may proceed to take the action proposed in said notice, and incapacity of either the Donor or the Adviser shall not prevent such procedure by the Trustee.

(c) The Adviser and the Donor may jointly direct the Trustee to sell, convert, assign or invest any of the trust property, which direction shall be in writing, signed by both and delivered to or sent by registered mail to the Trustee, who shall carry out such

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"Prudent Man's Rule", in connection with investments for the trust property, and in its discretion, may invest and reinvest in common stocks, investment trust shares or certificates, bonds, mortgages or other securities, or real or personal property, which is deemed to be suitable and prudent by it for investment of trust funds.

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(b) The Trustee is authorized to purchase bonds, notes and other securities at a premium or at a discount and in its discretion to amortize said premium by charging the same against income, or to charge the entire premium against the corpus; and to pay profits realized from purchased at a discount or from sales at a premium to the corpus of the trust fund or to distribute such as additional income to the beneficiary or beneficiaries. The action of the Trustee in allocating losses or profits as herein authorized shall not be subject to question, this discretion being exclusively vested in the Trustee.

Stock dividends when paid in stock of the corporation declaring the dividend shall be added to the corpus and not be distributed as income. Stock of another corporation distributed as a dividend may be declared and distributed as income or retained and added to corpus. The right to allocate such stock is exclusively vested in the Trustee and is to be exercised for the best interest of the trust estate.

Dividends paid in cash or in stock by corporations which are in liquidation or partial liquidation shall be retained as part of the corpus of the trust estate. The Trustee is given wide and exclusive discretion to determine that is a liquidating dividend

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instructions as soon thereafter as reasonable and practical.

2. The Trustee is expressly authorized to receive and add to the corpus of the trust estate herein created, any other properties hereafter conveyed or transferred to it by Donor, or any other person, by deed or Will, or other conveyance, and made subject to this Agreement.

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3. The Trustee is expressly authorized, in its unlimited discretion, to encroach upon the corpus of the trust herein created for the comfort, support, education, maintenance of, and medical attention to, any beneficiary of this trust, or for an emergency, for which additional income is necessary. The Trustee is directed to exercise this right of encroachment, when and only when, in its opinion, a necessity for such exists, but its discretion in regard thereto is not to be open to question, and in any settlement the Trustee shall be given credit for the amount of all such encroachments as proper expenditures.

4. Subject to all provisions of Section 1 of this Trust Instrument, the Trustee is further expressly given the following powers:

(a) The Trustee is authorized and empowered to retain investments which may come into its hands for such time as in its discretion may seem to be reasonable, and it may invest and reinvest said funds at all times under its administration in such securities or property as in its discretion are suitable and desirable without being limited by the present or any future law of the State of Tennessee relating to the investment of trust funds; and Donor expressly directs that the Trustee shall be governed by the so-called

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and its decision therein shall not be subject to question.

(c) The Trustee is authorized to borrow money for the use of the trust estate, and to execute a note or notes therefor, binding on the trust estate, and if required so to do, the Trustee is authorized to secure the repayment of such note or notes by pledge or mortgage of all or any part of the property comprising the corpus of the trust estate.

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(d) The Trustee is authorized to buy, sell, mortgage, operate, repair, maintain and improve real estate, including leaseholds thereon, and is authorized to use the funds or credit of the trust estate for the purpose aforesaid. The Trustee is authorized to lease any property of the trust estate upon such terms and conditions and for such terms of years as the Trustee deems advisable, and any such lease so made shall be valid and bind the real estate for the term therein specified, even though the term of such lease extends beyond the termination of the trust. The Trustee is authorized, in its discretion, to set up and establish a depreciation account for all improvements on real property and to withhold the amount of said depreciation account from the net income and to use this depreciation account either for making improvements on real estate or for other additions to the corpus of the trust estate.

(e) The Trustee is authorized to execute all contracts, deeds of general warranty, leases, conveyances, mortgages, pledges, bills of sale and other instruments of every kind and character incident to the exercise of any of the powers aforesaid, without the joinder of the beneficiary, and no lessee, mortgagee, pledgee, conveyee or other person dealing with the Trustee shall be required to see to

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the application of any proceeds of any such transaction.

(f) The Trustee is authorized to exercise any right, option or right of subscription or otherwise attached to or which may at the time belong to or be given to the holders of any stock, bonds, securities or investments held by it. The Trustee shall have the power to join in any plan for sale, lease, mortgage, consolidation, exchange, reorganization or foreclosure of any corporation or other form of business organization in which the Trustee may hold stocks or bonds or other forms of investment, and to take and hold any securities or investments issued under such plan, and to pay any assessments involved therein. The Trustee is authorized to participate in any voting trust agreement, and exchange any shares of stock which may be in the trust for voting trust certificates.

(g) The Trustee is authorized to appear at any meeting of stockholders of any corporation, the stock of which is held in the trust estate, to vote such stock as the Trustee may deem desirable and for the best interest of the trust estate, and to this end to execute a proxy or proxies for such purpose, authorizing some person to vote said stock. This authority is subject to the express limitation that the Adviser, or if he be dead or not acting or if he fails to make request, the Donor, may request the Trustee to vote said stock in a particular way or to execute and deliver a proxy to a person designated in such request, which shall be in a writing delivered to the Trustee, and upon receipt of such request the Trustee shall vote said stock or issue said proxy as directed, without responsibility for so doing.

(h) In the event any corporation dissolve or be converted

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into a partnership while any of its stock or securities are held in the trust estate, the Trustee may elect to and remain as a limited partner in said enterprise, upon condition that the Trustee and the Adviser, or the Donor, if the Adviser be dead or not then acting, agree that such action is for the best interest of the trust estate, and may continue to act as a limited partner and to receive the benefits of the partnership, and to remain a limited partner so long as the Trustee shall deem it desirable, unless and except the Adviser, or the Donor, if the Adviser be dead or not acting at the time, may direct the Trustee in writing to withdraw from said partnership, and thereupon the Trustee shall withdraw. In the event the Trustee desires to withdraw, it shall give notice to the Adviser, or if he be dead or not acting, then to the Donor, and unless such proposal is disapproved within five (5) days, the Trustee may withdraw as a partner, but if such disapproval is received within five (5) days, the Trustee shall continue to act as a partner. BOOK 9907 PAGE 322

(i) Any stocks or bonds or securites comprising a part of the trust estate at any time may be, if the Trustee so desires or elects, carried either in the name of the Trustee or in the name of a nominee or nominees selected by the Trustee, and such action shall in no way increase or decrease the liability or responsibility of the Trustee.

(j) Upon the termination of the trust, the powers of the Trustee to sell, transfer and convey the property comprising the corpus of the trust shall continue to the extent necessary in order to enable the Trustee to wind up the trust estate, pay the expenses thereof and distribute the corpus of the trust to the persons entitled thereto.

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5. Neither the principal nor income of this trust shall be pledged, assigned, transferred, sold, or in any manner BOOK 9907 PAGE 323 whatsoever accelerated, anticipated or encumbered, by any beneficiary, nor shall any income nor corpus of said trust estate be in any manner subject or liable in the hands of the Trustee for the debts, contracts or engagements of any beneficiary, or be subject to any assignment, or any other voluntary or involuntary alienation or disposition whatever. But in all distributions of principal or corpus the same shall be paid only to the beneficiary entitled, if living, and upon the receipt of such beneficiary.

6. The Trustee shall collect the income from the trust estate as the same becomes due and payable, and, after deducting costs of administration, pay the net income at convenient intervals as follows:

(a) To Donor for and during her natural life.

(b) After the death of Donor to George M. Bullard, husband of Donor, for and during his natural life.

(c) After the death of Donor and her husband, George M. Bullard, to the children and issue, per stirpes, including adopted children, if any, of Donor and George M. Bullard. Three children of said marriage, Mary Elizabeth and Louise Buttorff and George M. Bullard, Jr., are now living but children hereafter born to or adopted by Donor and ~~George M. Bullard~~ shall share equally with children now living. The words "child", "children" and "issue" as used in this instrument shall each include adopted children or descendants of adopted children, or adopted children of children or descendants, who shall be considered issue of Donor and George M. Bullard for all purposes of this trust.

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established shall terminate and the corpus thereof shall be distributed per stirpes to the descendants of Donor and her husband, George N. Bullard. with adopted children and the descendants of adopted children taking their respective shares.

If there be no descendants of Donor and her husband, George N. Bullard, living at the timeof the termination of this trust, then one-half thereof shall be paid to the persons who at that time would be entitled to ibherit the personal property of Donor under the laws of Tennessee, and the remaining one-half of the corpus shall be paid to those persons who at that time would be entitled to inherit the personal property of the husband of Donor, George N. Bullard, under the laws of Tennessee.

7. Upon the death of Donor the trust herein established shall be and become irrevocable, but so long as Donor shall live Donor reserves the right, with the approval of the Adviser, to cancel, modify, amend or add to this Trust Agreement, provided such action is taken prior to the date of the death of George N. Bullard. In the event of any cancellation of this Agreement, the property then in the hands of the Trustee shall become the property of, and be paid to, the Donor or her order. This right to cancel, modify, amend or add to this trust agreement shall include the right to withdraw from the trust such portion thereof as the Donor shall from time to time desire and the Advisor shall approve. Such withdrawal may be accomplished by a letter signed by the said Donor and approved by the Adviser, directed to the acting Trustee and designating the property to be withdrawn, and upon receipt of any such written directive the said Trustee shall comply therewith, delivering the

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(d) After the death of Donor and her husband, George N. Bullard, the issue of any child dying before the falling in of the trust estate or distribution to such child, shall receive his or her parent's share, per stirpes.

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(e) After the death of the Donor and her husband, George N. Bullard, the trust estate shall be held for the issue of the Donor then living, with the exception that natural or adopted sons of Donor and George N. Bullard shall be paid one-third of that portion of the corpus held for each such son, if then twenty-eight (28) years of age, or upon his attaining twenty-eight (28) years of age, and an additional one-third (one-half of the part remaining after paying out the first one-third) of that part of the corpus held for each such son upon his attaining the age of thirty three (33) years. The trust estate held for the benefit of any daughter and the remaining one-third of the trust estate held for any son, shall continue to be held in trust until the termination of this trust, as hereinafter provided.

(f) Payments of income to minor beneficiaries may be made to them or to any legal or natural Guardian of such minor beneficieries, and the receipt of such legal or natural Guardian shall be a full acquittance to the Trustee for the amount of income so paid.

(g) The trust herein established shall continue so long as either the Donor or George N. Bullard, husband of the Donor, or any child of the Donor born prior to the execution of this instrument shall live, and upon the death of Donor and George N. Bullard, husband of Donor, and the last surviving child of the Donor born prior to the execution of this instrument, the trust herein-

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property designated for withdrawal either to the Donor or to such other party as she may designate in said directive, and a receipt from the Donor or the party so designated shall be a sufficient acquittance for the Trustee.

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Upon the death of George N. Bullard, or in the event the marriage between Donor and George N. Bullard is dissolved, this trust instrument shall immediately become irrevocable, and the reservations to Donor in this paragraph shall cease and terminate, and this Paragraph 7 shall be of no further force and effect.

(8.) The Trustee, or any successor Trustee, may resign at any time upon giving thirty (30) days' notice, in writing to the Donor if she be then living, and, if dead, to the beneficiary or beneficiaries and their legal or natural Guardians, and upon such resignation the Donor, if living, or the Adviser, if the Donor be dead or fail to act, may appoint a successor Trustee or Trustees, who shall be clothed with all of the rights, powers, duties and liabilities of the acting Trustee. If Donor be dead and the Adviser be dead or not acting, the beneficiaries of legal age, of if none, their legal Guardian, may appoint a successor Trustee. The resigning Trustee shall immediately account to and turn over to such succeeding Trustee, all of the trust property then in its hands, and upon approval of such accounting shall be discharged from further or other liability.

(9.) The Trustee herein named, or any successor Trustee, may be removed at any time by the Adviser. Such removal shall be by an instrument in writing directed to the then acting Trustee and the successor Trustee then appointed, giving notice of such re-

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

moval and appointment. Consent of such successor to act shall be obtained before appointment. The acting Trustee shall account to the Successor Trustee in the way and manner herein provided in the case of resignation of a Trustee. Any successor Trustee shall be a bank or trust company maintaining a department for the handling of trust matters exclusively, and such bank or trust company shall have a capital and surplus of at least $3,000,000.00. BOOK 9907 PG 327

10. Whenever notice is required to be given to anyone under the terms of this Trust Agreement, it shall be sufficient to give such notice by delivery of same in person, or by registered mail. Whenever a writing is sent by registered mail in a well sealed, stamped envelope, properly addressed, to the last known address of the addressee, it shall be conclusively presumed to have been properly given.

11. The Trustee is directed to furnish an annual statement of receipts and expenditures and of the present corpus of the trust to the Donor so long as she shall live and after her death to the adult beneficiaries and to the Guardians of all minor beneficiaries entitled to receive income from the trust. The Trustee is expressly relieved of the duty of filing reports with the County or Probate Court of Davidson County, Tennessee, or with any other tribunal, and the Trustee herein named and any successor Trustee is expressly relieved from executing bond as such; provided, however, that Donor, during her life, and George N. Bullard, after her death, and after the death of both of them, any Court of competent jurisdiction shall at any time have the right to require the Trustee or any successor Trustee to execute surety bond for

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THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

not more than five (5%) percent of the value of the estate for the faithful performance of its duties as Trustee.

BOOK 9907 PAGE 328

12. The Trustee shall receive as its sole compensation for its services hereunder a sum each year equal to five (5%) percent of the gross income received by the trust estate during that year, or One Hundred and no/100 ($100.00) Dollars per year, whichever sum be the larger in amount.

13. This Agreement is executed in triplicate, one copy being retained by the Donor, one copy by the Trustee and one copy by the Adviser.

IN WITNESS WHEREOF, the Donor, Ella Potway Bullard, has hereunto subscribed her name, and the Third National Bank in Nashville, of Nashville, Tennessee, as Trustee, has caused its corporate name to be hereto subscribed by its duly authorized officers, and its corporate seal to be hereunto affixed and attested, to evidence its acceptance of the foregoing trust in accordance with the foregoing instrument, and to further evidence its receipt for the property hereinabove mentioned and described as being delivered to it as Trustee, all as of the day and year first above written.

Ella Potway Bullard

DONOR

THIRD NATIONAL BANK IN NASHVILLE

BY _____
Vice-President

ATTEST:

TRUSTEE

_____
Assistant Cashier

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

COUNTY OF DAVI[illegible]

Personally appeared before me, Miranda Lyons a Notary Public in and for said State and County, the within named Ella Petway Bullard, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

BOOK 9907 PG 329

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 9th day of August, 1950.

Miranda Lyons
Notary Public

My commission expires: 7-11-51

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Alton Jackson, a Notary Public in and for the aforesaid State and County, R A Williams and L P Lawrence, with whom I am personally acquainted, and who upon oath acknowledged themselves to be the Vice-President and Assistant Cashier, respectively, of Third National Bank in Nashville, the within named bargainor, a corporation, and that they as such Vice-President and Assistant Cashier, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation thereto by R A Williams, as Vice-President, and attesting the same by L P Lawrence, as Assistant Cashier, and affixing the corporate seal thereto.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 4th day of August, 1950.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

ELLA PETWAY BULLARD TRUST
FOR THE BENEFIT OF
GEORGE N. BULLARD, JR.

FILED
'05 SEP 26 PM 4 08

6. The Trustee shall collect the income from the trust estate as the same becomes due and payable, and, after deducting costs of administration, pay the net income at convenient intervals as follows:

BOOK 9907 PG 330

(a) During the lifetime of the Donor, to the Trustees of the George Newton Bullard Foundation.

(b) (1) Upon the death of the Donor, the Trustee shall distribute two-thirds (2/3) of the trust corpus to George N. Bullard, Jr., if he is then living, and the remainder of the trust estate shall continue to be held in trust upon the terms and conditions of the succeeding provisions of this Paragraph 6. If George N. Bullard, Jr. is not then living, the entire trust estate shall be held in trust upon the terms and conditions of the succeeding provisions of this Paragraph 6.

(2) After the death of the Donor, the net income shall be paid to George N. Bullard, Jr. or if he is not living at the time set for any distribution of income, to his issue then living, per stirpes, or if there is no such issue, one-half to the trust for the benefit of The Louise Wallace Family established on this date and one-half to the trust for the benefit of Mary Elizabeth Stadler established on this date. The term "issue" shall include adopted persons.

(c) Payments of income to minor beneficiaries may be made to them or to any legal or natural Guardian of such minor beneficiaries, and the receipt of such legal or natural Guardian shall be a full acquittance to the Trustee for the amount of income so paid.

Exhibit "B"

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

(c) This trust shall terminate upon the death of the last survivor of the Donor and her children, Elizabeth and George, and upon such termination, the balance of corpus and undistributed income, if any, shall be distributed to the issue of George Newton Bullard, Jr. then living, per stirpes, or if there is no such issue, shall be distributed, per stirpes, to the issue of the Donor and her husband, George N. Bullard, then living. The term "issue" shall include adopted persons.

(e) If there be no descendants of the Donor and her husband, George N. Bullard, living at the time of the termination of this trust, then one-half thereof shall be paid to the persons who at that time would be entitled to inherit the personal property of the Donor under the laws of Tennessee, and the remaining one-half of the corpus shall be paid to those persons who at that time would be entitled to inherit the personal property of the husband of Donor, George N. Bullard, under the laws of Tennessee.

RECORDED MEMO
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THIS DOCUMENT UNSATISFACTORY FOR

NationsBank Trust
1 NationsBank Plaza
Nashville, TN 37239

FILED

'95 SEP 26 PM 4 07

CLERK & MASTER
DAVIDSON CHANCERY CT.
D.C. & M.

NationsBank

February 27, 1995

Mr. George Bullard
P O Box 50276
Nashville, TN 37205

BOOK 9007 PG 332

RE: #6635445; Suc TUA Bullard for Bullard Family

Dear George:

This letter reiterates and formalizes our conversation and my previous letter to your regarding NationsBank's resignation as trustee of the subject trust.

By terms of Paragraph B of the trust Agreement of the Ella Petway Bullard Trust for the benefit of George Newton Bullard , Jr., the Trustee may resign upon giving thirty days' notice in writing.

In keeping with Paragraph 8 of the trust, therefore, NationsBank hereby notifies you of its resignation as Trustee of that trust. This resignation shall be effective thirty days from the date of this letter, or when a successor trustee is named and accepts the trusteeship of the trust.

Sincerely yours,

Lois Squires

(Ms.) Lois Squires
Vice President

cc: Mr. John Pylant
Ms. Beverly Budin

USA
Official Sponsor
1994-1996

Exhibit "C"

THE ELLA PETWAY BULLARD TRUST
FOR THE BENEFIT OF
GEORGE N. BULLARD, JR.

FILED
'95 SEP 26 PM 4 07
DAVIDSON CO. CHANCERY CT.

Appointment of Successor Trustee

On August 4, 1950, Ella Petway Bullard (now Ella P. Hayes) executed an Agreement of Trust with Third National Bank in ~~Nashville as initial~~ trustee (the "Agreement").

BOOK 9907 PAGE 333

Third National Bank in Nashville resigned as trustee under the Agreement, and First American Bank, N.A., Nashville, Tennessee, was appointed as successor trustee. First American Bank, N.A., subsequently resigned as trustee under the Agreement, and Commerce Union Bank (now NationsBank of Tennessee) was appointed as successor trustee.

On December 14, 1988, the Chancery Court of Davidson County, Tennessee, entered an Order in Minute Book 49 at page 448, dividing the trust under the Agreement into three separate equal trusts—one to be known as the Ella Petway Bullard Trust for the benefit of George N. Bullard, Jr. (the "George N. Bullard, Jr., Trust"), one to be known as the Ella Petway Bullard Trust for the benefit of Mary Elizabeth Stadler, and one to be known as the Ella Petway Bullard Trust for the benefit of the Louise Wallace family—pursuant to the Court Order. The terms of each of the three separate trusts are identical to the terms of the Agreement, except for certain modifications in paragraph 6, which are not here relevant.

Paragraph 8 of the Agreement provides that any trustee may resign at any time upon thirty days' notice. A successor is to be appointed by the donor, or, if the donor is dead, by the beneficiaries of legal age. On December 2, 1968, Ella P. Hayes, the donor, renounced all powers of management and control under the Agreement and, therefore, has no right to name a successor trustee. At this time, the beneficiaries of legal age of the George N. Bullard, Jr., Trust are the undersigned, the donor's son, George N. Bullard, Jr., and his daughter, Mary Elizabeth Bullard.

By letter dated February 27, 1995, NationsBank of Tennessee sent notice of its intention to resign as trustee of the George N. Bullard, Jr., Trust. In accordance with the provisions of the George N. Bullard, Jr., Trust, we hereby name Fred D. Bryan as successor trustee of the George N. Bullard, Jr., Trust. Fred D. Bryan, as successor trustee, shall have no responsibility to inquire into the acts of any prior trustee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date indicated below our respective names.

Nathan Boston
WITNESS

George N. Bullard Jr. (SEAL)
GEORGE N. BULLARD, JR.
Date: 6.9.95

Nathan Boston
WITNESS

Mary Elizabeth Bullard (SEAL)
MARY ELIZABETH BULLARD
Date: June 9, 1995

Hayes '50.Successor.tee

Exhibit "D"

FILED

95 SEP 26 PM 4 07

DAVIDSON COUNTY CT.

D.C. & M.

THE ELLA PETWAY BULLARD TRUST

FOR THE BENEFIT OF

GEORGE N. BULLARD, JR.

ACCEPTANCE

OF

BOOK 8907 PG 334

APPOINTMENT OF SUCCESSOR TRUSTEE

I hereby accept my appointment as successor trustee of the Ella Petway Bullard Trust for the benefit of George N. Bullard, Jr.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27 day of May 1995.

Witness: Brenda L. Hayes

Fred D. Bryan (SEAL)

FRED D. BRYAN

Hayes.'50.\Accept.tee

Exhibit "E"

ASSIGNMENT BOOK 9907 PAGE 335

WHEREAS, the undersigned, Ella P. Hayes (formerly Ella P. Bullard) is life beneficiary under a trust created by trust agreement dated August 4, 1950, between Ella P. Bullard and Third National Bank in Nashville, Nashville, Tennessee, as Trustee (herein the "trust"), of which trust the First American National Bank of Nashville, Nashville, Tennessee, has been appointed successor Trustee; and

WHEREAS, Ella P. Hayes Fund is a trust created by a declaration of trust dated August 22, 1967, of which Ella P. Hayes, Mary Elizabeth Stadler and Louise Bullard Wallace are the Trustees, and which trust is an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954; and

WHEREAS, said Ella P. Hayes wishes to transfer irrevocably all her right, interest and title in and to said life estate in said August 4, 1950, trust to the said Ella P. Hayes Fund;

NOW, THEREFORE, in consideration of the premises, the undersigned, Ella P. Hayes, hereby assigns, transfers and conveys to the Ella P. Hayes Fund (Ella P. Hayes, Mary Elizabeth Stadler, and Louise Bullard Wallace, and their successors in trust, Trustees) all her right, interest and title in and to the trust created by trust agreement dated August 4, 1950, retaining no right, interest or title of any nature in said trust

Exhibit "F"

RECORDERS MEMO
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after the date hereof. Ella P. Hayes irrevocably renounces not only any right, interest or title whatsoever she may have in said trust, but also all powers of management or control which she may have under said trust agreement.

BOOK 9907 PAGE 336

First American National Bank of Nashville, as successor Trustee under the aforesaid trust created by agreement dated August 4, 1950, hereby acknowledges receipt of notice of the foregoing assignment, transfer and conveyance by Ella P. Hayes to the Ella P. Hayes Fund, and will remit to the Trustees of the Ella P. Hayes Fund as the owner of the life estate therein all the net income from said trust for the remainder of the life of Ella P. Hayes.

IN WITNESS WHEREOF, Ella P. Hayes, the Trustees of Ella P. Hayes Fund and First American National Bank, Trustee under Trust Agreement dated August 4, 1950, have executed this instrument this 26th day of December, 1968.

Ella P. Hayes

Witness:

Ella P. Hayes

Mary Elizabeth Stadler

Louise Bullard Wallace

Trustees of Ella P. Hayes Fund

FIRST AMERICAN NATIONAL BANK OF NASHVILLE, Trustee, etc.

By _____
Vice President

Attest: _____

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

FILED

'95 SEP 26 PM 4 07

DAVIDSON COUNTY CHANCERY CT.

AFFIDAVIT

1. On August 4, 1950, I executed an Agreement of Trust with Third National Bank in Nashville, Tennessee, as Trustee, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

2. Paragraph 8 of the said trust provides as follows:

> 8. The Trustee, or any successor Trustee, may resign at any time upon giving thirty (30) days' notice, in writing to the Donor if she be then living, and, if dead, to the beneficiary or beneficiaries and their legal or natural Guardians, and upon such resignation the Donor, if living, or the Adviser, if the Donor be dead or fail to act, may appoint a successor Trustee or Trustees, who shall be clothed with all of the rights, powers, duties and liabilities of the acting Trustee. If Donor be dead and the Adviser be dead or not acting, the beneficiaries of legal age, or if none, their legal Guardian, may appoint a successor Trustee. The resigning Trustee shall immediately account to and turn over to such succeeding Trustee, all of the trust property then in its hands, and upon approval of such accounting shall be discharged from further or other liability.

BOOK 9997 PAGE 337

3. Paragraph 8, as quoted above, sets forth no requirement that a corporate trustee be appointed as successor to a resigning trustee, and I have heretofore indicated that it was never my intention that such requirement be imposed.

4. I wish to further explain my intention. My concern has always been that the trust have an "independent trustee," that is a person who has no beneficial or economic interest in the Trust. Whether that person is a corporate trustee or an individual was not my concern, so long as the person was independent.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of June 1993.

Ella P. Hayes

ELLA P. HAYES

Sworn to and subscribed before me this 15th day of June, 1993.

Notary Public 11/20/98

S20/21906-001/d/brbAffdvt2

Exhibit "G"

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOOK 9907:338

IN THE MATTER OF:	:	
	:	
ELLA PETWAY BULLARD TRUST F/B/O GEORGE N. BULLARD, JR.; FRED D. BRYAN, PETITIONER	:	No. _____

CONSENT TO CONFIRMATION OF SUCCESSOR TRUSTEE

1. I am a resident of Davidson County, Tennessee, and I submit to the jurisdiction of the Court.

2. I am the Trustee of the foundation which is the current income beneficiary of the above-captioned trust (the "Trust).

3. I am also the successor income beneficiary and a remainderman of the Trust.

4. I consent to the confirmation of Fred D. Bryan as successor trustee of the Trust.

_____
GEORGE N. BULLARD, JR.

STATE OF TENNESSEE :
COUNTY OF DAVIDSON :

Sworn to and subscribed
before me this ____ day
of _____ 1995.

_____
Notary Public

My Commission Expires:

consent

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOOK 9907 PAGE 339

IN THE MATTER OF:	)	
	)	
ELLA PETWAY BULLARD TRUST	)	No. _____
F/B/O GEORGE N. BULLARD, JR.	)	
FRED D. BRYAN, PETITIONER	)	

CONSENT TO CONFIRMATION OF SUCCESSOR TRUSTEE

1. I am a resident of Davidson County, Tennessee and I submit to the jurisdiction of the Court.

2. I am the Trustee of the foundation which is the current income beneficiary of the above-captioned trust (the "Trust").

3. I am also the successor income beneficiary and a remaindermen of the Trust.

4. I consent to the confirmation of Fred D. Bryan as successor trustee of the Trust.

George N Bullard Jr
GEORGE N. BULLARD, JR.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Nancy T. Fedric, a Notary Public, George N. Bullard, Jr., with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 24th day of July, 1995.

Notary Public

My Commission Expires:
7/24/98

377256

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOOK 9907 PAGE 340

IN THE MATTER OF:	)	
	)	
ELLA PETWAY BULLARD TRUST	)	No. _____
F/B/O GEORGE N. BULLARD, JR.	)	
FRED D. BRYAN, PETITIONER	)	

CONSENT TO CONFIRMATION OF SUCCESSOR TRUSTEE

1. I am a resident of Davidson County, Tennessee, and I submit to the jurisdiction of the Court.

2. I am an adult contingent remainderman under the above-referenced trust (the "Trust").

3. I also represent my minor children in being and all those unborn contingent remainderman claiming through me by virtual representation.

4. I consent to the confirmation of Fred D. Bryan as successor trustee of the Trust.

Elena W. Graves
ELENA W. GRAVES

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Sue Bleam, a Notary Public, Elena W. Graves, with whom I am personally acquainted, who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 13th day of September, 1995.

Sue Bleam
Notary Public

My Commission Expires:
7-25-98

377267

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOOK 9907 PAGE 341

IN THE MATTER OF:	)	
	)	
ELLA PETWAY BULLARD TRUST	)	No. _____
F/B/O GEORGE N. BULLARD, JR.	)	
FRED D. BRYAN, PETITIONER	)	

CONSENT TO CONFIRMATION OF SUCCESSOR TRUSTEE

1. I am a resident of Davidson County, Tennessee, and I submit to the jurisdiction of the Court.

2. I am an adult contingent remainderman under the above-referenced trust (the "Trust").

3. I consent to the confirmation of Fred D. Bryan as successor trustee of the Trust.

Mary Elizabeth Stadler
MARY ELIZABETH STADLER

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, PATRICK J. CARPENTIER, a Notary Public, Mary Elizabeth Stadler, with whom I am personally acquainted, who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21ST day of JULY, 1995.

Patrick J. Carpentier
Notary Public

My Commission Expires:

JANUARY 20, 1999

377258

PATRICK J. CARPENTIER
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires JAN 20, 1999

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOOK 9907 342

IN THE MATTER OF:	)	
	)	
ELLA PETWAY BULLARD TRUST	)	No. _____
F/B/O GEORGE N. BULLARD, JR.	)	
FRED D. BRYAN, PETITIONER	)	

CONSENT TO CONFIRMATION OF SUCCESSOR TRUSTEE

1. I am a resident of Davidson County, Tennessee, and I submit to the jurisdiction of the Court.

2. I am an adult contingent remainderman under the above-referenced trust (the "Trust").

3. I also represent my minor children in being and all those unborn contingent remainderman claiming through me by virtual representation.

4. I consent to the confirmation of Fred D. Bryan as successor trustee of the Trust.

Anne W. Nesbitt
ANN W. NESBITT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, _____, a Notary Public, Anne W. Nesbitt, with whom I am personally acquainted, who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this _____ day of _____, 1995.

_____
Notary Public

My Commission Expires:

_____

377269

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOOK 9907 PG 343

IN THE MATTER OF:	)	
	)	
ELLA PETWAY BULLARD TRUST	)	No. _____
F/B/O GEORGE N. BULLARD, JR.	)	
FRED D. BRYAN, PETITIONER	)	

CONSENT TO CONFIRMATION OF SUCCESSOR TRUSTEE

1. I am a resident of Davidson County, Tennessee, and I submit to the jurisdiction of the Court.

2. I am an adult contingent remainderman under the above-referenced trust (the "Trust").

3. I also represent my minor children in being and all those unborn contingent remainderman claiming through me by virtual representation.

4. I consent to the confirmation of Fred D. Bryan as successor trustee of the Trust.

Elizabeth W Caldwell
ELIZABETH W. CALDWELL

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Martha L. Andrews, a Notary Public, Elizabeth W. Caldwell, with whom I am personally acquainted, who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21 day of July, 1995.

Martha L. Andrews
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
JANUARY 24, 1998
NASHVILLE, TN 37203

377268

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOOK 9907 PG 344

IN THE MATTER OF:	)	
	)	
ELLA PETWAY BULLARD TRUST	)	No. _____
F/B/O GEORGE N. BULLARD, JR.	)	
FRED D. BRYAN, PETITIONER	)	

CONSENT TO CONFIRMATION OF SUCCESSOR TRUSTEE

1. I am a resident of Davidson County, Tennessee, and I submit to the jurisdiction of the Court.

2. I am an adult contingent remainderman under the above-referenced trust (the "Trust").

3. I also represent my minor children in being and all those unborn contingent remainderman claiming through me by virtual representation.

4. I consent to the confirmation of Fred D. Bryan as successor trustee of the Trust.

Johnson B. Wallace
JOHNSON B. WALLACE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Johnson B. Wallace Jr. a Notary Public, Johnson B. Wallace, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21st day of July, 1995.

Frances S. White
Notary Public

My Commission Expires:

May 24, 1997

377265

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

BOOK 9907 PG 345

IN THE MATTER OF:)
)
ELLA PETWAY BULLARD TRUST) No. _____
F/B/O GEORGE N. BULLARD, JR.)
FRED D. BRYAN, PETITIONER)

CONSENT TO CONFIRMATION OF SUCCESSOR TRUSTEE

1. I am a resident of Davidson County, Tennessee, and I submit to the jurisdiction of the Court.

2. I am an adult contingent remainderman under the above-referenced trust (the "Trust").

3. I also represent my minor children in being and all those unborn contingent remainderman claiming through me by virtual representation.

4. I consent to the confirmation of Fred D. Bryan as successor trustee of the Trust.

JAMES R. STADLER, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Alexandra Pappas, a Notary Public, James R. Stadler, Jr., with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21st day of July, 1995.

Alexandra T. Pappas
Notary Public

My Commission Expires:
9-21-96

377261

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

IN THE MATTER OF:	)	BOOK 9907 346
	)	
ELLA PETWAY BULLARD TRUST	)	No. _____
F/B/O GEORGE N. BULLARD, JR.	)	
FRED D. BRYAN, PETITIONER	)	

CONSENT TO CONFIRMATION OF SUCCESSOR TRUSTEE

1. I am a resident of Davidson County, Tennessee, and I submit to the jurisdiction of the Court.

2. I am an adult contingent remainderman under the above-referenced trust (the "Trust").

3. I also represent my minor children in being and all those unborn contingent remainderman claiming through me by virtual representation.

4. I consent to the confirmation of Fred D. Bryan as successor trustee of the Trust.

GEORGE B. STADLER

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, NANCY C. SHORT, a Notary Public, George B. Stadler, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 29 day of August, 1995.

Notary Public

My Commission Expires:

5-23-98

377263

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

IN THE MATTER OF:	)	BOOK 9907 347
	)	
ELLA PETWAY BULLARD TRUST	)	No. _____
F/B/O GEORGE N. BULLARD, JR.	)	
FRED D. BRYAN, PETITIONER	)	

CONSENT TO CONFIRMATION OF SUCCESSOR TRUSTEE

1. I am a resident of Sarasota, Florida, and I submit to the jurisdiction of the Court.

2. I am an adult contingent remainderman under the above-referenced trust (the "Trust").

3. I also represent all those unborn contingent remaindermen claiming through me by virtual representation.

4. I consent to the confirmation of Fred D. Bryan as successor trustee of the Trust.

Mary Elizabeth Bullard
MARY ELIZABETH BULLARD

STATE OF Florida)
COUNTY OF Sarasota)

Personally appeared before me, Sonya Francisco, a Notary Public, Mary Elizabeth Bullard, with whom I am personally acquainted, who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 16TH day of Aug, 1995.

Sonya Francisco
Notary Public

My Commission Expires:
4-14-96

OFFICIAL NOTARY SEAL
SONYA FRANCISCO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC193519
MY COMMISSION EXP. APR. 14,1996

377255