FILE BOX 13

Advantage Title & Escrow
3354 Perimeter Hill Dr
Suite 142
Nashville TN 37211
615-777-2011

#2363

~~RECORD AND RETURN TO;~~
SATURN AND MAZER
212 THIRD AVE. N., NASHVILLE, TN 37201

QUIT CLAIM DEED AND REVOCATION OF TRUST

STATE OF TENNESSEE

COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $0.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24 DAY OF SEPTEMBER, 2001.

Notary Public

MY COMMISSION EXPIRES: 9/28/2002

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

THIS INSTRUMENT WAS PREPARED BY
Saturn and Mazer Title Services, Inc., 212 Third Avenue, North, Nashville, TN 37203

ADDRESS OF NEW OWNER AS FOLLOWS :	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JOHN F. CONDRA, JR. 327Gaywood Drive Nashville, TN 37211	SAME	147-1-208 6DU 22135

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **THE JOHN F. CONDRA, JR. REVOCABLE TRUST**

HEREINAFTER CALLED THE GRANTORS, HAVE QUITCLAIMED AND SOLD, AND BY THESE PRESENTS DO QUITCLAIM UNTO **JOHN F. CONDRA, JR.**, Married HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL **OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:**

Land in Davidson County, Tennessee, as follows:

Being Lot No. 298 on the Plan of Section II, Caldwell Hall, as of record in Book 2900, Page 96, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to The John F. Condra, Jr. Revocable Trust, John F. Condra, Jr. and Marilyn C. Richardson, Trustees, by Quitclaim Deed from John F. Condra, Jr., of record in Instrument Number 20010813-0087263, Register's Office for Davidson County, Tennessee and being the same property conveyed to John F. Condra, Jr., and wife, Corinne Hill Condra (now deceased) by deed from The Kennedy Corp., of record in Book 3250, Page 569, Register's Office for Davidson County, Tennessee.

This instrument is, also, to serve as a the revocation of the John F. Condra, Jr. Revocable Trust (dated June 7, 2001), under the terms of which John F. Condra, Jr., retained the authority to revoke at any time, a copy of said agreement being attached hereto as Exhibit A and the revocation shall apply to assets, both real property and personal.

This is improved property known as 327 Gaywood Drive, Nashville, Tennessee 37211

WITNESS MY HAND THIS 24TH DAY OF SEPTEMBER, 2001.

THE JOHN F. CONDRA, JR. REVOCABLE TRUST

By: JOHN F. CONDRA, JR.

Davidson County DEEDQC
Recvd: 10/02/01 16:26 14pgs
Fees:72.00 Taxes:0.00

20011002-0106786

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named JOHN F. CONDRA, JR., the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 24 day of September, 2001.

Elizabeth E. Triplett
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/26/02

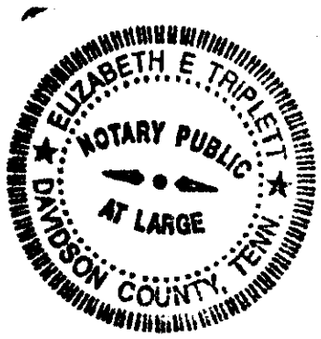


EXHIBIT A

THE JOHN F. CONDRA, JR. REVOCABLE TRUST

THE JOHN F. CONDRA, JR. REVOCABLE TRUST (the "Trust") is made this 7th day of June, 2001, by and between **JOHN F. CONDRA, JR.**, of Davidson County, Tennessee, as "Settlor," and **MARILYN C. RICHARDSON ("MARILYN")**, of Sumner County, Tennessee, and **JOHN F. CONDRA, JR.**, of Davidson County, Tennessee, as "co-trustees" (sometimes hereinafter referred to collectively as "trustee").

WITNESSETH:

ARTICLE I

1.1 During Settlor's lifetime the dispositive provisions of this trust agreement shall be as follows:

(a) At any time, by a duly executed instrument, Settlor may:

(1) Amend this trust agreement in any manner,

(2) Remove the trustee and appoint a successor trustee, or

(3) Revoke this trust agreement in part or in whole,

in which latter event this trust estate at such time shall revert to Settlor free of trust. This instrument of amendment or revocation shall be effective immediately upon its proper execution by Settlor, but, until a copy has been received by a trustee, that trustee shall not incur any liability or responsibility either (i) for failing to act in accordance with such instrument or (ii) for acting in accordance with the provisions of this trust agreement without regard to such instrument.

(b) All of Settlor's reserved powers hereunder are personal to Settlor and shall not accrue to any other person or to any guardian appointed for Settlor nor shall they extend to Settlor's estate or legal representative or to any beneficiary mentioned herein.

1.2 (a) At any time during Settlor's lifetime any part or all of this trust estate may be withdrawn by Settlor on giving any receipt or written direction therefor.

(b) During any period of Settlor's lifetime in which, in the sole judgment of any trustee hereunder, it is for any reason inconvenient, inadvisable, or impossible for Settlor to act in Settlor's own behalf with respect hereto, such trustee shall distribute from time to time such part (or even all) of this trust estate as such trustee, in such trustee's sole discretion, deems Settlor would wish (were Settlor's circumstances normal):

(1) For the support, health, and maintenance of the previously accustomed manner of living of Settlor and those persons Settlor is under an obligation to support,

(2) For the discharge of any obligation which, in such trustee's opinion, is legally enforceable against Settlor, and

(3) For any other purpose or purposes which such trustee believes to be directly beneficial to Settlor.

Furthermore, during any such period, such trustee, in such trustee's sole judgment and without liability, is specifically directed to make such distributions from this trust estate as are necessary to carry out, in Settlor's behalf, any plan or pattern of family and/or charitable gifts:

(i) Which had theretofore apparently been established or clearly contemplated by Settlor, or

(ii) Which, in the opinion of counsel for such trustee, a duly appointed guardian for Settlor would be permitted to make and would deem advisable to make from the assets of the guardianship estate,

including the making of additions to any then existing trust or trusts.

(c) During Settlor's lifetime, the net income derived from this trust estate shall be accumulated in trust, subject always to withdrawal by Settlor and distribution by the trustees as provided above.

1.3 During any period of time that Settlor is incapacitated (as defined in Paragraph 1.4):

(a) The trustee shall regularly and conscientiously make all appropriate distributions in Settlor's behalf, as provided in Paragraph 1.2(b), assuming responsibility for Settlor's well being to whatever extent is necessary and proper under the then circumstances and

(b) Unless and until a court of competent jurisdiction determines otherwise (or unless Settlor's disappearance constitutes such incapacity), any attempt by Settlor to exercise the reserved rights of revocation, amendment, withdrawal of assets, control over trustees, etc. shall be void and without effect, this trust being, during that period of time, irrevocable and unamendable.

As Settlor does not intend that any taxable gift be deemed made by reason of such irrevocability, it is expressly provided that, notwithstanding the foregoing, Settlor shall at all times have the power to appoint to any person, designated in any way in this agreement as a vested or contingent beneficiary, any and all assets contained in this trust at the time of Settlor's death, said power being exercisable, however, only by specific reference to said power in Settlor's will (or a codicil thereto) duly proved for probate.

1.4 (a) In the event that any trustee or any beneficiary hereunder comes into possession of any of the following:

(1) A court order, which such trustee or beneficiary deems to be jurisdictionally proper and still currently applicable, holding a person to be legally incapacitated to act in his or her own behalf or appointing a guardian or conservator of the person or property to act for him or her,

(2) Duly executed, witnessed, and acknowledged written certificates, at least 1 of which is then unrevoked, of 2 licensed physicians (each of whom represents that he or she is certified by a recognized medical board and is not related by blood or marriage to any trustee or beneficiary hereunder), each certifying that such physician has examined a person and has concluded that, by reason of accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other similar cause, such person had, at the date thereof, become incapacitated to act rationally and prudently in financial matters, or

(3) Evidence which such trustee or beneficiary deems to be creditable and still currently applicable that a person (i) has disappeared, (ii) is unaccountably absent, or (iii) is being detained under duress where he or she is unable effectively and prudently to look after financial matters,

then, in that event and under those circumstances:

(A) Such person shall be deemed to have thereupon become "incapacitated," as that term is used in and for all of the purposes of this instrument, and

(B) Such incapacity shall be deemed to continue until such court order, certificates, and/or circumstances have become inapplicable or have been revoked.

Any physician's aforesaid certificate may be revoked by a similar certificate to the effect that the person is no longer thus incapacitated executed either (i) by the originally certifying physician or (ii) by two other licensed, board certified, unrelated physicians.

(b) No trustee shall be under any duty to institute any inquiry into a person's possible incapacity, but the expense of any such inquiry reasonably instituted may be paid from trust assets.

(c) Each person who signs this instrument or an acceptance of trusteeship hereunder, by so signing, (i) agrees to cooperate in any examination necessary to carry out the provisions of this paragraph, (ii) waives all provisions of law relating to disclosure of confidential medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph, (iii) agrees that the obligations under this paragraph shall be specifically enforceable.

ARTICLE II

2.1 During Settlor's lifetime, the trustee may accumulate the net income from this trust and add it to corpus or pay or apply so much of its income and corpus to or for the benefit of Settlor as may be deemed advisable from time to time to provide for Settlor's support in Settlor's accustomed manner of living and for Settlor's maintenance and health. In exercising its discretion as to the amount (if any) of income and corpus which may be paid to or for Settlor's benefit of a beneficiary, the trustee may, but need not, take into consideration any other income or property which is available to Settlor from any other source. These standards for distribution are intended to grant a liberal degree of fiduciary discretion to the trustee to make income and corpus available to or for the benefit of the beneficiaries for reasonable purposes, it not being intended hereby to grant any beneficiary a non-fiduciary inter vivos power to withdraw or appoint trust assets.

2.2 Upon the death of Settlor, this trust shall end and its then net remaining balance and all property passing to the trustee under Settlor's Will, if any, as the case may be, shall be distributed in fee simple, per stirpes and free of trust to Settlor's then living issue subject to Paragraph 2.3. In default of Settlor's issue, the then net balance shall be distributed in fee simple to Settlor's heirs.

2.3 Whenever any payment hereunder is required to be made upon the termination of any trust established hereunder to an issue of Settlor's who is under the age of 35 years at such time, the interest so required to be paid shall be indefeasibly vested in such beneficiary but the trustee may retain the amount payable until the beneficiary attains age 35 or dies, whichever first occurs, and the trustee may pay the income and corpus to such beneficiary in such amount or amounts and from time to time as it may determine and if such beneficiary lives to attain age 35, then when such beneficiary so attains age 35 the trustee shall pay the then remaining corpus and the undistributed income to such beneficiary and if such beneficiary dies before attaining age 35, then on such beneficiary's death the trustee shall pay the then remaining corpus and undistributed income to such beneficiary's estate.

2.4 "Settlor's heirs" shall mean those persons, other than creditors and Settlor's spouse, who would take Settlor's personal property under the laws of the State of Tennessee if Settlor had died intestate at the time stipulated for distribution and domiciled in the State of Tennessee. Persons adopted during their minority (and their issue, including in the case of adopted issue only issue adopted during such issue's minority) by any person named or referred to herein shall be considered and treated in all respects the same as children born of marriage and their issue. Illegitimate children of any of Settlor's male issue shall not be treated as issue of Settlor unless they are adopted by an issue of Settlor. The term "*per stirpes*" with reference to the issue of any individual shall mean that the stocks begin with the children of such individual and that no distribution at any generational level shall be "*per capita*." A living issue of Settlor who dies no later than six months after a subject transfer described in Treas. Reg. Section 2612-1(a)(2) shall be treated as having predeceased the transferor described therein.

2.5 The trustee shall not be responsible for the use made by any person of any payment of income or corpus which may be made to that person hereunder, and they shall not be obligated

to see to the proper use or application thereof by such person. Any income or corpus which they, in the exercise of any of their powers, may determine to apply for the benefit of a minor may be directly applied by them, or, in their absolute discretion, may be paid over, without bond, to the parent of such minor or to the guardian of his or her person or property or to the person with whom such minor resides or to such minor's custodian under any Transfer or Gifts to Minors Act. Upon making any payment or disbursement of income or corpus as provided herein, the trustee shall be fully discharged of liability with respect thereto and from further accountability therefor. The trustee shall take into consideration the applicable resource and income limitations of any public assistance programs for which any beneficiary hereunder shall be eligible when determining whether to make any discretionary distributions. The trustee shall investigate all sources of support available to the beneficiaries and shall take whatever steps necessary to enroll them for such benefits or assistance. It is Settlor's intention that no part of the income or corpus of a beneficiary's trust shall be used to supplement or replace public assistance benefits of any county, state, federal or governmental agency that serves persons with disabilities that are the same or similar to their impairments. For purposes of determining the eligibility of the beneficiaries for these benefits, no part of the corpus or income of that beneficiary's trust shall be considered available to that beneficiary.

2.6 The trustee shall terminate and forthwith distribute any trust created hereby, or by exercise of a power of appointment hereunder, one day prior to expiration of the permissible period under the relevant application of the Rule Against Perpetuities, if any, determined using as measuring lives in being only persons who are beneficiaries of any trust created by or pursuant to this instrument.

2.7 The trustee shall have the power, in its sole and absolute discretion, to add and commingle the corpus of any trust created hereunder with any other trust, established by Settlor, or created under Settlor's Will, that is held for the benefit of the same beneficiary or beneficiaries, that has substantially identical dispositive provisions even if the trustees of the respective trusts are different, without the necessity of prior or subsequent approval from any court or beneficiary.

ARTICLE III

3.1 The trustee of the trusts established hereunder shall have all powers conferred upon it by the provisions of Tennessee Code Annotated Section 35-50-110, to the extent applicable, all of which provisions and powers are incorporated herein by reference (as set out in these statutes on the date Settlor signs this Trust Agreement), even if these statutes are amended or repealed hereafter and even if the trusts are administered in a state other than Tennessee, including but not limited to the power to sell, exchange, assign, transfer and convey any security or property, real or personal, held in any trust established hereunder at public or private sale at such time and upon such terms and conditions (including credit) as such fiduciary may desire, without the prior or subsequent approval of any court or judicial authority. The trustee may retain and/or invest in any property of any kind without prior or subsequent court approval, just as Settlor might do in the management of Settlor's own affairs, and without concern for the degree of speculation, the lack of income, the lack of

diversification or any other risk or legal or statutory restriction (including the prudent man rule) of any kind now or hereafter existing, in the trustee's sole, absolute and unfettered discretion. The trustee may make any distribution of trust property in cash or in kind or both, even though shares be composed differently. None of the net proceeds of sale of corpus shall be treated as delayed income.

3.2 (a) The trustee is authorized, without the necessity of prior court approval or the consent of the persons interested, to establish two or more separate trusts in order to segregate them for any purpose or reason, including the following:

(1) property held in trust which is or would be excepted, excluded or exempt from or under Chapter 13 (tax on generation-skipping transfers) of the Code from such property which is not so excepted, excluded or exempt, so that one or more of such separate trusts will have an inclusion ratio of zero;

(2) property held in trust for one of two or more beneficiaries from property held in trust for such other beneficiaries, so that one or more of such separate trusts shall be a qualified subchapter S trust under section 1361(d) of the Code;

(3) property transferred in trust by a creator (including but not limited to a transfer treated as made by a spouse by reason of section 2513 of the Code) from property transferred in trust by one or more different creators;

(4) property transferred in trust by a creator (including but not limited to a transfer treated as made by a spouse by reason of section 2513 of the Code) pursuant to a disposing instrument from property transferred by the same creator pursuant to another disposing instrument; and

(5) property held in trust that could cause potential liability under any federal, state or local environmental law.

(b) The trusts established under this Paragraph 3.2 shall be deemed to have been established as of the effective date of the disposing instrument. Except as implicit in the establishment of separate trusts authorized by this Paragraph 3.2, the terms of the disposing instrument shall govern each separate trust established hereunder. Separate trusts shall be established hereunder by an instrument or instruments in writing, signed and acknowledged by the trustee. The term "disposing instrument" shall mean the Will, Trust Agreement, instrument exercising a power of appointment or other instrument creating such a trust or transferring property to such trust; provided that in the case of an instrument exercising a limited or testamentary power of appointment, the term "disposing instrument" may also refer to the instrument creating such power (if applicable under the circumstances).

3.3 If **MARILYN** ceases to act as a trustee of this Trust Agreement during Settlor's lifetime, Settlor's daughter, **EMMIE C. HAGER** ("**EMMIE**") shall be appointed as successor co-trustee. If Settlor fails or ceases to act as a trustee, the then existing co-trustee, shall be the sole trustee of the beneficiary's trust. If at any time during the term of this Trust Agreement there shall not be a trustee acting hereunder, Settlor, Settlor's daughters, **MARILYN** and **EMMIE**, jointly or the survivor of them, shall unanimously appoint a successor Qualified Corporate Trustee. In no event may Settlor ever be the sole trustee of this entire Trust Agreement. Settlor, may at any time, remove the trustee and appoint a successor trustee (or series of successor trustees).

3.4 The initial co-trustees of a trust established under Paragraphs 2.5 shall be the beneficiary for whom the trust is named and a trustee appointed by such beneficiary's parent who is my issue upon attaining age 25. If after his or her appointment as a co-trustee, the beneficiary fails or ceases to act as a trustee, the then existing co-trustee, shall be the sole trustee of the beneficiary's trust. If at anytime during the term of any of those trusts there shall not be a trustee acting thereunder, a simple majority in beneficial interest of all trust beneficiaries then receiving, or entitled to receive, the income of that trust may appoint a successor trustee. Upon attaining age 25, the primary income beneficiary of each such trust may at any time, and from time to time, without cause, by an acknowledged written instrument delivered to the trustee, remove the trustee and appoint a successor trustee. This instrument shall state a future date at which time it shall be effective. If any such beneficiary is then a minor, that beneficiary shall act through that beneficiary's statutory guardian, or, if a statutory guardian has not been appointed, that beneficiary shall act through the person or persons then having that beneficiary's care, custody, nurture and control.

3.5 The actions of Settlor's fiduciaries require unanimity among them, either by vote at a meeting (in person or by telephone) or by written concurrence. If one of them gives written notice to the other(s) of any action which such fiduciary proposes be taken, the failure of such proposing fiduciary to receive any written objection to such proposal from such other fiduciaries within 20 days after the effective date of such proposed notice shall constitute the formal approval of such other fiduciaries. Furthermore, any fiduciary, with the consent of the other fiduciaries, may delegate at any time or from time to time any or all of his, her, or its rights, powers, duties, and authority, whether or not discretionary, to such other fiduciaries by an instrument executed by such delegating fiduciary, and delivered personally or sent by certified mail to the other fiduciaries, provided, however, that any such delegating instrument shall be revocable at any time by a similarly delivered or sent executed instrument and, provided further, that any right, power, duty or authority which is expressly conferred upon less than all of the fiduciaries shall not be thus delegated (except to one or more other fiduciaries upon whom such right, power, duty, or authority is conferred).

3.6 Any trustee of any trust established hereunder may resign at any time by giving at least 60 days prior written notice of its intention to do so to Settlor.

3.7 If a trustee ceases to act, it shall settle its accounts with, and transfer and deliver to its successor trustee all of the trust assets which it holds. Its successor trustee shall be vested with

the powers herein conferred upon the original trustee and shall be subject to the limitations herein placed on the original trustee.

3.8 A successor trustee shall not be liable for breaches of trust committed by its predecessor trustee, but shall be liable for its own breaches of trust, which arise if it (a) neglects to take proper steps to redress a breach of trust committed by its predecessor trustee, (b) continues to retain property improperly purchased or retained by its predecessor trustee, or (c) delays in securing from its predecessor trustee possession of trust property.

3.9 For purposes of this Trust Agreement and any trust created herein, the term "Qualified Corporate Trustee" shall mean any bank or trust company having a capital and surplus of no less than $5,000,000 and authorized to administer trusts. Any Qualified Corporate Trustee shall be entitled to compensation for its services rendered hereunder in accordance with its regular schedule of fees then in effect.

3.10 Each trustee shall be entitled to receive reasonable compensation for its services rendered with regard to the administration of this Trust Agreement or any trust created hereunder.

ARTICLE IV

4.1 This Trust Agreement shall be construed and administered pursuant to the laws of the State of Tennessee. The trustee may transfer the situs of the administration of any trust created hereunder to another state, and the trustee may elect to have the governing law for such trust be the law of such state.

4.2 No beneficiary of any trust established hereunder shall have any right or power to anticipate, pledge, assign, sell, transfer, or alienate (by operation of law, legal process, or otherwise) or encumber his or her interest (in income or principal) in any trust, in any way; nor shall any such interest in any manner be liable for or subject to the debts, liabilities or obligations of such beneficiary or claims of any sort against such beneficiary. Nothing contained in this paragraph shall be construed as restricting in any way the exercise of any power of appointment granted hereunder or the disclaimer of any power or interest hereunder.

ARTICLE V

5.1 If, pursuant to this entire Trust Agreement, or any trust established herein, any property shall be payable outright to a person who is a minor, or is under any other legal, mental, physical, or similar disability, including substance abuse and chemical dependency (hereinafter referred to as an "incapacitated beneficiary"), Settlor's fiduciaries shall have the power, exercisable in their absolute discretion and without court approval, either to defer payment of such property, or to pay such property, in whole or in part, to an incapacitated beneficiary, to a parent, guardian, or

conservator of an incapacitated beneficiary, to a custodian for an incapacitated beneficiary under a Transfers or Gifts to Minors Act, or to any adult with whom an incapacitated beneficiary may reside. The recipient of such property shall not be required to furnish bond or file an accounting with respect to such property, unless Settlor's fiduciaries should direct otherwise; and the receipt of such property by the recipient shall discharge Settlor's fiduciaries from any further responsibility or liability with respect to such property. If Settlor's fiduciaries shall elect to defer payment of any such property, Settlor's fiduciaries are authorized to hold such property as a trustee for the benefit of an incapacitated beneficiary, with all the powers given to Settlor's fiduciaries in this Trust Agreement and by law, and to pay or apply so much, all, or none of the income and corpus of such property for the benefit of an incapacitated beneficiary as Settlor's fiduciaries shall deem advisable for his or her support in reasonable comfort, and his or her health, maintenance and education, whether public, private or special. When an incapacitated beneficiary attains capacity, whether legal, mental, or physical, the balance of such property then remaining shall be distributed to him or her. If an incapacitated beneficiary should die before attaining capacity, the balance of such property remaining at his or her death shall be distributed to his or her estate.

ARTICLE VI

6.1 If any beneficiary hereunder shall contest the probate or validity of any of this Trust Agreement, Settlor's Last Will and Testament, any trust otherwise established by Settlor or any provision of any of them, or shall institute or join in (except as a party defendant) any proceeding to contest the validity of any such Last Will and Testament or such trusts or to prevent any provision of any of them from being carried out in accordance with their terms (regardless of whether or not such proceedings are instituted in good faith and with probable cause), then all benefits provided for such beneficiary are revoked and this trust estate shall pass as if such beneficiary had predeceased Settlor. Each benefit conferred herein is made on the condition precedent that the beneficiary shall accept and agree to all of the provisions of this Trust Agreement, Settlor's Last Will and Testament, and such trusts and the provisions of this Paragraph 6.1 are an essential part of each and every benefit.

WITNESS the signatures of the parties hereto the day, month and year first above written.

John F. Condra, Jr.
JOHN F. CONDRA, JR., Settlor

Marilyn C. Richardson
MARILYN C. RICHARDSON, Co-Trustee

John F. Condra, Jr.
JOHN F. CONDRA, JR., Co-Trustee

On the date first above written, the Settlor, in our presence, subscribed the foregoing instrument, the Settlor declared it to be a trust agreement executed by the Settlor's requested us to witness it, whereupon we, still in the Settlor's and the Trustees' presence and in the presence of each other, have signed our names below.

_____ residing at Goodlettsville TN

_____

Jonathan M. Skeeters residing at Nashville, TN

_____

STATE OF TENNESSEE)
) **SS:**
COUNTY OF DAVIDSON)

The foregoing instrument was acknowledged before me this 7th day of June, 2001, by **JOHN F. CONDRA, JR.**, the Settlor and **MARILYN C. RICHARDSON**, a co-trustee, as their free, voluntary and knowing act and deed.

_____
Notary Public

Print name: David E. Heller

Resides in Davidson County, TN

My commission expires: 1/25/2003

AFFIDAVIT BY WITNESSES TO WILL

Each of the aforesaid witnesses, being _____ and Jonathan M. Sleefers, subscribed to the foregoing Revocable Trust of **JOHN F. CONDRA, JR.** executed on this 7th day of June, 2001 having been requested by the Settlor to make and sign this Affidavit, and having first been duly sworn before the Notary Public whose name appears below, hereby state that the Settlor was over eighteen (18) years of age, was of sound mind, declared the foregoing instrument to be his Revocable Trust published and executed it by signing it in the presence of all of us who were all present at the same time and we, in his presence, at his request, and in the presence of each other, subscribed our names as witnesses on the said 7th day of June, 2001.

_____

Jonathan M. Sleefers

I certify that I prepared this Trust Agreement.

_____

David E. Heller, Esquire
Greenebaum Doll & McDonald PLLC
700 Two American Center
3102 West End Avenue
Nashville, TN 37203-1304
615-760-7160

NAS:525387.1

Schedule A

$10.00