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IN THE SEVENTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE AT NASHVILLE

04 OCT -8 AM 10:14

RICHARD R. ROOKER, CLERK

IN RE: Estate of Nancy Roberta Garvin, Deceased) **Case No: 04-P-678**

ORDER GRANTING DEFAULT JUDGMENT AND DECLARATORY JUDGMENT

Pending before the Court is a Petition Seeking Declaratory Judgment and Motion for Default Judgment. Based on the entire record in this matter the Court finds:

1. That the Petitioner, Carolyn Demonbreun, is a citizen and resident of Nashville, Davidson County, Tennessee.

2. That the Petitioner, Carolyn Demonbreun, is the natural daughter of Nancy Roberta Garvin.

3. That Respondent, Darleen Reynolds, is a party to this action within the meaning of T.C.A. 29-14-107.

4. That Samuel W. Denney was the natural son of Nancy Roberta Garvin and died on February 15, 2003.

5. That the Respondent, Phyllis Denney, is a party to this action within the meaning of T.C.A. 29-14-107.

6. That the Respondents, Richard Denney and Nancy Smith are parties to this action pursuant to T.C.A. 29-14-107 and are the only two children to the marriage of Samuel W. Denney and Phyllis Denney.

7. That Respondent, Darleen Reynolds was served within the meaning of Rule 5.02 of the Tennessee Rules of Civil Procedure. More specifically, Darleen Reynolds was served using Certified Mail Return Receipt Requested. Ms. Reynolds signed for the parcel and the receipt was filed with the Court Clerk on April 26, 2004.

Davidson County ORDER
Recvd: 11/11/04 08:30 49pgs
Fees:247.00 Taxes:0.00
20041111-0135745

8. That Respondent, Phyllis Denney was served within the meaning of Rule 5.02 of the Tennessee Rules of Civil Procedure. More specifically, Phyllis Denney was served using Certified Mail Return Receipt Requested. Ms. Denney signed for the parcel and the receipt was filed with the Court Clerk on April 26, 2004.

9. That Respondent, Richard Denney was served within the meaning of Rule 5.02 of the Tennessee Rules of Civil Procedure. More specifically, Richard Denney was served using Certified Mail Return Receipt Requested. Mr. Denney signed for the parcel and the receipt was filed with the Court Clerk on April 26, 2004.

10. That Respondent, Nancy Smith was served within the meaning of Rule 5.02 of the Tennessee Rules of Civil Procedure. More specifically, Nancy Smith was served using Certified Mail Return Receipt Requested. Ms. Smith signed for the parcel and the receipt was filed with the Court Clerk on April 26, 2004.

11. That this Court has subject matter jurisdiction in this matter pursuant to T.C.A. 16-10-101 and 29-14-102.

12. That this Court has personal jurisdiction over all parties previously named.

13. That John E. Garvin and Nancy Roberta Garvin were married and resided in Nashville, Davidson County, Tennessee.

14. That John E. Garvin died on July 18, 2001 and Nancy Roberta Garvin died on May 18, 2002.

15. That on July 12, 1982, John E. Garvin and Nancy Roberta Garvin executed separate Powers of Attorney designating the Petitioner, Carolyn Demonbreun, as attorney in fact. (Exhibit A and B).

16. That on April 7, 1999, John E. Garvin and Nancy Roberta Garvin executed a Revocable Living Trust Agreement through their Attorney in Fact, the Petitioner. (Exhibit C). The Trust Agreement designates the Petitioner as the Second Successor Trustee.

17. That on April 7, 1999, John E. Garvin and Nancy Roberta Garvin executed a Quitclaim Deed through their Attorney in Fact, the Petitioner. (Exhibit D). The Quitclaim Deed transferred title to the real property located at 307 Urban Place, Nashville, Davidson County, Tennessee from John E. Garvin and Nancy Roberta Garvin to the John E. Garvin and/or Nancy Roberta Garvin Revocable Living Trust.

18. That the Quitclaim Deed was recorded with the Davidson County Register of Deeds Office on April 13, 1999.

19. That under the terms of the Trust Agreement, the Petitioner is designated as Second Successor Trustee and that the Trust is to be distributed to a sole beneficiary, that being the Petitioner, Carolyn Demonbreun.

20. That no response was filed by any party to the Petition Seeking a Declaratory Judgment.

21. That a Motion for Default Judgment was filed pursuant to Rule 55 of the Tennessee Rules of Civil Procedure and served upon three of the four parties to this action including Darleen Reynolds, Phyllis Denney and Nancy Smith by Certified Mail Return Receipt Requested. (Exhibit E).

22. That the service of Richard Denney was sent Certified Mail Return Receipt Requested to the same address that original service of process was acheived. Delivery was attempted three times and the parcel was never retrieved. (Exhibit F).

23. That all parties have failed to plead or otherwise defend the Petition Seeking Declaratory Judgment or the Motion for Default Judgment.

24. That more than thirty days has passed since the original Petition was served upon the Respondents.

25. That none of the parties served in this matter is an incompetent, a minor or in the military.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED

1. That all four Respondents including Darleen Reynolds, Nancy Smith, Richard Denney and Phyllis Denney are in default within the meaning of Rule 55 of the Tennessee Rules of Civil Procedure.

2. That this Court issues a Declaratory Judgment and declares that the Powers of Attorney (Exhibit A & B) were valid at the time of their execution and continued to be valid through May 18, 2002 and empowered the Petitioner, Carolyn Demonbreun, to act as the Attorney in Fact for John E. Garvin and Nancy Roberta Garvin.

3. That this Court issues a Declaratory Judgment and declares that the Revocable Living Trust Agreement (Exhibit C) is valid, is properly executed and is to be given effect and that the Petitioner, Carolyn Demonbreun, is the Trustee of said trust and that the assets of the trust are to be distributed according to the instructions contained in the trust, that is to be distributed to the sole beneficiary, Carolyn Demonbreun.

4. That this Court issues a Declaratory Judgment and declares that the Quitclaim Deed (Exhibit D) is valid, is properly executed and is to be given effect and that the real property described in the Quitclaim Deed, that being 307 Urban Place, Davidson County, Tennessee was transferred into the trust and that the real property described in the Quitclaim Deed is part of the

trust and should be distributed according to the instructions contained in the trust, that is to be distributed to the sole beneficiary, Carolyn Demonbreun.

5. That the Court issues a Declaratory Judgment and declares that Carolyn Demonbreun is the sole beneficiary of the estate of Nancy Roberta Garvin and that the four Respondents including Nancy Smith, Richard Denney, Phyllis Denney and Darleen Reynolds are not beneficiaries of the estate of Nancy Roberta Garvin and are not entitled to any of the proceeds of said estate.

ENTERED this 8th day of October, 2004.

JUDGE KENNEDY

SUBMITTED FOR ENTRY:

Paul J. Bruno, B.P.R. No. 17275
Attorney for Petitioner
111 Union Street
Nashville, Tennessee 37201
(615) 251-9500

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order has been delivered by U.S. Mail, postage pre-paid to **Ms. Darleen Reynolds**, 350 East Volusia, Deland, Florida 32724, **Ms. Nancy Smith**, 4350 East 16th Street, Tucson, Arizona 85711, **Phyllis Denney**, 8151 East Fifth Street, Tucson, Arizona 85710 and **Richard Denney**, 2867 West Calle Ocio, Tucson, Arizona 85710 on this the 7th day of September, 2004.

Paul J. Bruno

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D.C.

EXHIBIT A

POWER OF ATTORNEY

I, John Ed Garvin, a resident of Davidson County, Tennessee, do hereby appoint my step daughter, Carolyn Demonbreun, of 2802 Hody Drive, Nashville, Tennessee, my agent, for me, and in my name to look after and transact all my business and manage all my business affairs, to collect and deposit all my money due me, and to pay all my bills and accounts, owed by me and to draw checks on my bank accounts, and to do and perform every act necessary in connection with the transaction of my business, including the sale or my real estate, by executing a deed or deeds conveying same to the purchaser, as fully as I might or could do personally, and I hereby ratify and affirm all that my said Attorney shall do by virtue of this appointment, and I direct that her power and authority shall continue until revoked by me by an instrument in writing, and in the event I should become mentally incompetent, the power and authority hereby vested in my said Attorney shall continue until terminated by my death.

In witness whereof, I have here unto set my hand this July 12, 1982.

John E. Garvin

STATE OF TENNESSEE

COUNTY OF CHEATHAM

Personally appeared before me, Rebecca Stewart, a Notary Public in and for said State and County, John Ed Garvin, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Ashland City, Tennessee, this July 12, 1982.

Rebecca Stewart
Notary Public

My Com. expiree 1-23-1983.

This instrument was prepared by Jerry W. Hamlin, Atty.,
104 Frey Street, Ashland City, Tennessee 37015

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CLERK
D.C.

EXHIBIT B

POWER OF ATTORNEY

I, Nancy R. (Bertie) Garvin, a resident of Davidson County, Tennessee, do hereby appoint my daughter, Carolyn Demonbreun, of 2802 Hody Drive, Nashville, Tennessee, my agent, for me, and in my name, to look after and transact all my business, and manage all my business affairs, to collect and deposit all money due me, and to pay all my bills and accounts owed by me, and to draw checks on my bank accounts, and to do and perform every act necessary in connection with the transaction of my business as fully as I might or could do personally, and to sell, transfer and convey real property, and to execute a deed or deeds conveying said real estate to the purchaser, and I hereby ratify and affirm all that my said Attorney shall do by virtue of this appointment, and I direct that her power and authority shall continue until revoked by me by an instrument in writing, and in the event I should become mentally incompetant, the power and authority hereby vested in my said Attorney shall continue until terminated by my death.

In witness whereof, I have here unto set my hand this July 12, 1982.

Nancy R. (Bertie) Garvin

STATE OF TENNESSEE

COUNTY OF CHEATHAM

Personally appeared before me, Rebecca Stewart, a Notary public in and for said State and County, Nancy R. Garvin, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Ashland City, Tennessee, this 12th. day July, 1982.

Rebecca Stewart
Notary Public

My Com. expires 1-23-1983.

This instrument was prepared by Jerry W. Hamlin, Atty.,
104 Frey Street, Ashland City, Tenn. 37015

FILED
2004 OCT -8 AM 10:15
RICHARD W. WIEKING, CLERK
D.C.

EXHIBIT C

STATE OF TENNESSEE

COUNTY OF DAVIDSON

THE JOHN E. GARVIN AND/OR NANCY ROBERTA GARVIN

REVOCABLE LIVING TRUST AGREEMENT

DATED: APRIL 7, 19 1999

BETWEEN: JOHN E. GARVIN AND NANCY ROBERTA GARVIN
AS TRUSTEES

JOHN E. GARVIN AND NANCY ROBERTA GARVIN, residents of the State of Tennessee, County of Davidson, do hereby establish a Trust upon the conditions and for the purposes hereafter set forth.

ARTICLE ONE

Section 1.01. Trust Estate Defined

This Revocable Trust is formed to hold real and personal property for the benefit of the Trustors of this Trust and to provide for the orderly use and transfer of these assets upon the death of the Trustors. The "Trust Estate" is defined as all property, transferred or conveyed to and received by the Trustee, held pursuant to the terms of this instrument. The Trustee is required to hold, administer, and distribute this property as provided in this Trust Agreement.

Section 1.02. Definitions

As used in this Trust Agreement,

a.) The term "husband" shall mean JOHN E. GARVIN.

b.) The term "wife" shall mean NANCY ROBERTA GARVIN.

c.) The term "Trustor" shall refer individually and collectively to Husband and Wife.

d.) The term "descendent" shall mean the lawful issue of a deceased parent in the line of decent but does not include the issue of any parent who is a descendent of the deceased person in question is such descendent is living at the time in question.

e.) The terms "child" and "descendant" include any issue born to decedent or legally adopted by the decedent or a posthumous child of a decedent, and a posthumous

child is to be considered as living at the time of his or her parent's death.

f.) The term "survives" or "surviving", unless otherwise indicated herein, shall be construed to mean surviving the decedent for at least sixty (60) days. If the person referred to dies within sixty (60) days of the death of the decedent, the reference to him or her will be construed as if he or she failed to survive the decedent: provided however, that any such person will have during such period the right to the use and the enjoyment as a life tenant of all property in which his or her interest will fail by reason of death during such period.

g.) The term "issue" will include all natural and adopted children, if applicable, and descendants and those legally adopted into the line of descent.

h.) The term "per stirpes" means strict per stirpes and does not mean per capita with representation. Beneficiaries entitled to take under a "per stirpes" clause will include both natural and adopted children and their descendants.

I.) The terms " Trust Assets" and "Trust Estate" include all assets of any trust created hereunto and income derived from such assets and all proceeds of any descriptions derived from the sale, exchange or other disposition of such assets.

j.) When required to give reasonable effort to the context in which used, pronouns in the masculine, feminine or neuter gender include each other, and nouns and pronouns in the plural or singular number include each other.

Section 1.03. Trustee Designation

Husband and wife are hereby designated as Co-Trustees. The Co-Trustees shall serve jointly and severally and either shall have full authority to act for the Trust independently. Should either husband or wife become unable because of death, incapacity, or other cause, to serve as a Co-Trustee, or should either resign as Co-Trustee before the natural termination of this Trust, the remaining Co-Trustee, husband or wife, shall thereafter serve as sole Trustee. The term "trustee" as used in this Trust Agreement shall refer collectively to husband and wife so long as they serve as Co-Trustees, to the spouse who serves as the sole Trustee, and/or to any successor Trustee who assumes the role of Trustee. These Trustees shall serve in the order as provided in Section 9.01 of this Trust Agreement.

Section 1.04. Additions to Trust Properties

a.) The Trustee, at any time during the continuance of this Trust, in his or her sole discretion after consideration of the possible tax consequences to all concerned, is authorized to receive into the Trust additions of cash and other properties from any source whatsoever, whether by gift, will, or otherwise. However, the Trustee shall accept all assets which any person or persons may give, devise, or bequeath by Last Will and Testament to this Trust, and shall accept

all assets transferred to this Trust pursuant to the provisions of any other Trust document or documents.

b.) In addition, any person or persons may designate this Trust as the Beneficiary, Primary or Contingent, of death benefits, whether insurance benefits, pension benefits, or other benefits. Until such benefits mature, the Trustee shall have no responsibility with respect to those benefits.

Section 1.05. Apportionment

The Trustee of the Trust is directed to apportion receipts and expenditures of the types described below between principal and income as follows:

a.) Whenever the principal, or any part thereof, of the trust property is invested in securities purchased at a premium or at a discount, any premium will be charged against principal and any discount will be credited to principal, and

b.) Any stock dividends and rights to purchase additional stock issued on securities held in trust will be treated as principal, but all other dividends, except liquidating distributions, will be treated as income, and

c.) The amount of any applicable depletion allowance for federal income tax purposes will be treated as income.

Section 1.06. Separate Property to Remain Separate

All property that a Trustor transfers to the Trustee pursuant to this instrument which was community property, quasi-community property, or separate property at the time of the transfer shall remain, respectively community property, quasi-community property, or the separate property of the Trustor transferring such property to the Trust.

Community and quasi-community property transferred to the Trustee by the Trustors shall be their community property, and treated as such. This property, as invested and reinvested, together with the rents, issues and profits therefrom (hereinafter referred to as the "Community Estate" or the "Community Property") shall retain its character as community property during the joint lifetimes of the Trustors in spite of any change in the situs of the Trust, subject, however, to the provisions of this Agreement.

Section 1.07. Discretionary Termination

The Trustee may terminate any trust when, in the opinion of the Trustee, the principal is reduced to such an extent that it is not in the best interest of the Beneficiary or Beneficiaries to continue the trust. The judgement of the Trustee with the respect to this decision to terminate will be final and not subject to judicial review. If the Trustee terminates a trust according to this

Section, the date the trust terminates will be deemed the date fixed for termination of the trust, and the Trustee will distribute the assets of the terminating trust to the Beneficiary or Beneficiaries pursuant to this Agreement.

Section 1.08. Amendment and Revocation

At any time during the joint lives of the Trustors, jointly as to community property and individually as to separate property, the Trustors may, by a duly executed instrument filed with the Trustee:

a.) Amend this Trust Agreement in any manner; and /or

b.) Revoke this Trust Agreement in part or in whole. If the Trust Agreement is revoked in whole, the Trustee shall transfer title to all Trust property of every kind and description back into the individual names of the Trustors. The instrument of amendment or revocation shall be effective immediately upon its proper execution by the Trustors, but until a copy has been received by the 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.

c.) Withdraw from the Trust Estate all or any part of the principal and accumulated income of the Trust to satisfy liabilities lawfully incurred in the administration of this Trust.

Section 1.09. Revocation or Alteration by Trustor Alone

The rights of revocation, withdrawal, alteration and amendment reserved in this Article must be exercised by the Trustor, and may not be exercised by any other person, including an agent, a guardian or a conservator.

Section 1.10. Irrevocability

Except as otherwise provided, on the death of either Trustor, the designated Beneficiaries of specific gifts in this Trust shall become irrevocable, and not subject to amendment or modification.

Section 1.11. Trustor Powers

Upon the death of a Trustor the surviving Trustor shall be the Trustee unless and until he or she resigns in writing, or is determined incompetent under the terms provided herein. The surviving Trustor shall retain all absolute rights to discharge or replace any successor Trustee of any portion or share of the Trust which is revocable by the surviving Trustor, so long as the Trustor is competent.

Section 1.12 Catastrophic Illness

If both Trustors are living and a catastrophic illness affects one of the Trustors, then the Trust Estate shall be divided into the separate property of the respective Trustors. Such decisions shall be made so as to preserve the Estate of the Trustor not so affected by the catastrophic illness. A catastrophic illness is one which is reasonably anticipated to extend for a period of six months or longer, and which renders the affected Trustor incompetent or in need of full time care.

If competent, a Trustor may make the determination to divide the Trust Estate in accordance with these provisions. If the Trustor affected by the catastrophic illness is not competent to manage his or her affairs, then the division shall be made by the person designated as the affected Trustor's Attorney-in-Fact in his or her Durable Power of Attorney, or by a court appointed conservator of the affected Trustor. The division of the property of the Trustor Estate shall apportion to each Trustor his or her separate property and one-half of the community property. From and after the division, the share of the Trust Estate set aside for each Trustor shall be his or her sole and separate property for all purposes, and, if that property remains part of the Trust Estate, subject to the terms and conditions set forth within this Trust Agreement.

ARTICLE TWO

Section 2.01. Trust Income

During the joint lives of the Trustors, the Trustee shall at least annually, unless otherwise directed by both Trustors in writing, pay to or apply for the benefit of husband and wife, all of the net income from the Trust Estate in the same proportions as each of the spouse's respective interest in the Trust Estate.

Section 2.02. Protection of Trustor in Event of Incapacity

During the joint lives of the Trustors, should either Trustor become incapacitated as defined in Section 2.03 below, the other Trustee may, in the Trustee's absolute discretion, pay income and principal for the benefit of the incapacitated Trustor, and may pay to or apply for the benefit of that Trustor such sums from the net income and from the principal of the Trustor's separate Estate as the Trustee, in the Trustee's absolute discretion, believes is necessary or advisable for the medical care, comfortable maintenance, and welfare of the Trustor.

Section 2.03. Incapacity

In the event that any Trustee or Beneficiary hereunder comes into possession of any of the following:

a.) A jurisdictionally applicable court order holding the party to be legally incapacitated to act on his or her own behalf and appointing a guardian or conservator to act for him or her, or

b.) Written certificates which are duly executed, witnessed, and acknowledged of two licensed physicians, each certifying that the physician has examined the person and has concluded that, by reason of accident, mental deterioration, or other cause, such person has become incapacitated and can no longer act rationally and prudently in his or her own financial best interest, or

c.) Evidence which such Trustee or Beneficiary deems to be credible and currently applicable that a person has disappeared, is unaccountably absent, or is being detained under duress, and that he or she is unable to effectively and prudently look after his or her own best interest, then in that event and under those circumstances:
1.) Such person is deemed to have become incapacitated, as that term is used in this Trust Agreement, and

2.) Such incapacity is deemed to continue until such court order certificates, and/or circumstances are inapplicable or have been revoked.

A physician's certificate to the effect that a person is no longer incapacitated shall revoke a certificate declaring the person incapacitated. The certificate which revokes the earlier certificate may be executed either (i) by the originally certifying physician or (ii) by two licensed, board certified physicians. No Trustee shall be under any duty to institute any inquiry into a person's possible incapacity. The reasonable expense of any such inquiry shall be paid from the Trust Assets.

Section 2.04. Principal Invasion

During the joint lives of the Trustors, should the net income of assets contained in this Trust be insufficient to provide for the care, maintenance or support of the Trustors as herein defined, the Trustee may, in the Trustee's sole and absolute discretion, pay to or apply for the benefit of the Trustors or either of them, or any of their dependents, such amounts from the principal of the Trust Estate as the Trustee deems necessary or advisable for the care, maintenance or support of the Trustors.

Section 2.05. Residence

If the Trustor's residence property is a part of the Trust, the Trustors shall have possession of and full management of the residence and shall have the right to occupy it rent free. Any expenses arising from the maintenance of the property and from all taxes, liens, assessments, and insurance premiums are to be paid from the Trust to the extent that assets are available for payment. It is the intent of the Grantors to retain all homestead rights available to them under the applicable state law.

Section 2.06. Provisions for Title XIX

a.) If competent, any Trustor may, or, if not competent, another Trustor or the Trustor's duly appointed Attorney-in-Fact under his or her Durable Power of Attorney or a court-appointed Conservator of the estate of the affected Trustor may also determine to reduce the separate and/or community share of said Trustor which is subject to his or her power of revocation to a point which will enable the said Trustor to qualify for Medicaid payments under Title XIX of the Social Security Act or any subsequent modification thereof or successor provision thereto by waiving, releasing and relinquishing any and all power in the said Trustor to alter, amend or revoke the provisions of this Trust Declaration with respect to the portion of the affected Trustor's separate and/or community property to which such waiver, release and relinquishment is to apply.

b.) In the event of such release by a Trustor of his power to alter, amend or revoke the Trust, then as to the property affected thereby such Trustor shall automatically forfeit all rights or entitlement on the part of such Trustor to any portion of either the principal or the income thereof.

c.) If the value of the affected share should exceed the amount of the exemption equivalent available by reason of the said Trustor's unused Unified Tax Credit under the Internal Revenue Code or any successor or modified version thereof, theTrustee shall pay from the Trust Estate the amount of any Gift Tax liability thereby incurred.

ARTICLE THREE

Section 3.01. Provisions After the First Death

On the death of either Trustor leaving the other Trustor surviving him or her, the Trustee shall collect all insurance proceeds payable to the Trustee by reason of such death, and all bequests and devises distributable to the Trust Estate.

Section 3.02. Control of Assets

The surviving spouse may, at any time by written notice, require the Trustee either to make any nonproductive property of this Trust productive or to convert productive to non productive property , each within a reasonable time. The surviving spouse may further require the Trustee to invest part or all of this share of Trust Assets for the purpose of maximizing income rather than growth, or growth rather than income.

Section 3.03. Division into Shares

Upon the death of either Grantor, if the deceased Grantor is survived by the other Grantor, the trust estate, including any additions made by reason of the deceased Grantor's death, shall be divided into two equal shares.

The Trustee, in its sole discretion, may defer the division or distribution of the trust estate until six months after the deceased Grantor's death. If the division or distribution of the trust estate is so deferred, the deferred division or distribution shall be made as if it had taken place at the time prescribed above, and all rights given to the beneficiaries under the provisions of this Agreement which follow shall be considered to have accrued and vested as of that prescribed time.

The first share ("Share A") shall be paid or distributed, or held in further trust, as the surviving Grantor from time to time may direct. It is the intention of the Grantors that the surviving Grantor shall have absolute control over the disposition of Share A.

The second share ("Share B") shall be held as hereafter provided in this Agreement.

Section 3.04. Marital Deduction Trust

If either of the Grantors survives the other, the Trustee shall set apart and hold as a separate trust (the "marital deduction trust") the assets referred to as Share B in Section 3.03 above. The Trustee shall hold, manage, invest and reinvest the assets of this marital deduction trust, shall collect the income therefrom, and shall pay the net income to or for the benefit of the surviving Grantor, in convenient installments but at least quarter-annually.

In addition, the Trustee may pay to or for the benefit of the surviving Grantor, for the health, education, maintenance or support of the surviving Grantor, any part or all of the principal of this trust, as the Trustee may determine in its sole discretion, without considering other resources available to the surviving Grantor. The surviving Grantor shall have the right to demand and receive from the principal of this trust in each of its fiscal years the greater of $5000.00 or five percent of the fair market value of such principal determined as of the last day of such fiscal year. Such right shall lapse to the extent it is not exercised in any year. Any commission payable with respect to principal so withdrawn shall be charged against such principal.

Except to the extent that other trust assets are not sufficient, the Grantors direct that there shall not be allocated to this marital deduction trust any asset or the proceeds of any asset (i) with respect to which any tax credit or deduction shall be available because it or the proceeds therefrom shall be subject to both Federal estate and income tax, or (ii) with respect to which any estate or death taxes are paid to any foreign country or any possession or subdivision thereof, or (iii) which does not qualify for the Marital deduction. In the event other assets are not sufficient to fund this trust, such insufficiency shall be satisfied by allocating to said trust assets in the order enumerated above.

The surviving Grantor shall have the right to require a sale by the Trustee of any assets of this marital deduction trust which do not produce a reasonable income for the surviving Grantor, and to require the reinvestment of the net proceeds of such sale in assets which produce a reasonable income.

The executor, administrator or legal representative of the estate of the deceased Grantor shall be authorized to qualify all or any part of this trust for the State and Federal estate tax marital deduction, without liability to any person for doing so.

It is the Grantors' intention that this trust qualify for the marital deduction under Section 2056 of the Internal Revenue Code and the regulations pertaining to that Section or any substitute provisions applicable to the trust estate. In no event shall the Trustee take any action or have any power that will impair the marital deduction, and all provisions of this Agreement regarding this marital deduction trust shall be interpreted to conform to that primary objective.

Upon the death of the surviving Grantor, any accrued income shall be paid to the estate of the surviving Grantor and the remaining principal of this trust shall be held, administered and disposed of in accordance with the dispositive of this agreement.

Section 3.05. Power to Appoint Agents

The surviving spouse shall have the right to retain an accountant and/or attorney at law for professional services on behalf of the Trust Estate or Estates herein. The surviving spouse shall not be responsible for the acts of such agents beyond his or her obligation to use reasonable care in the selection of such agents.

Section 3.06. Maximum Marital Deduction

Except as otherwise expressly stated herein, the term " maximum marital deduction" shall not be construed as a direction by the deceased Trustor to exercise any election respecting the deduction of Estate administration expenses, the determination of the Estate tax valuation date, or any other tax election which may be available under any tax laws, only in such manner as will result in a larger allowable Estate tax marital deduction than if the contrary election had been made.

Section 3.07. Trust Income After the First Death

Following the death of either Trustor and until the death of the surviving Trustor, the Trustee shall at least annually pay to or apply for the benefit of the surviving Trustor all of the net income from the Trust Estate.

Section 3.08. Simultaneous Death

In the event that the two Trustors should die under circumstances in which the order of their deaths cannot be determined, then, in respect to the administration of the separate property of each Trustor (and in respect to the administration of one-half of any community property or quasi-community property) each Trustor shall for purposes of the marital deduction gift be considered to have been survived by his or her spouse.

Section 3.09. Last Expenses

On the death of the first of the Trustors to die, the Trustee shall pay from the Trust the expenses of the deceased Trustor's last illness, funeral, burial, and any inheritance, estate or death taxes that may be due by reason of the Trustor's death, unless the Trustee in his or her absolute discretion determines that other adequate provisions have been made for the payment of such expenses and taxes. All death taxes upon property not passing under this Agreement shall be appointed in the manner provided by law.

ARTICLE FOUR

Section 4.01. Second Death

On the death of the second Trustor to die (the "Surviving Trustor"), the Trustee shall distribute the principal of the Trust and any accrued or undistributed income from the principal of the Trust in such a manner and to such persons, including the Estate or the Creditors, as directed in this Trust Agreement.

Section 4.02. Payment of the Second Death Expenses

On the death of the surviving Trustor, the Trustee shall pay from the Trust the expenses of the surviving Trustor's last illness, funeral, burial and any inheritance, estate or death taxes that may be due by reason of the surviving Trustor's death, unless the Trustee in his or her absolute discretion determines that other adequate provisions have been made for the payment of such expenses and taxes.

Section 4.03. Trust Income and Principal Distribution

a.) The Trustee shall apply and distribute the net income and principal of each of the shares of the resulting Trust Estate, after giving effect to the section of this Trust Agreement entitled "Special Directives" to the following Beneficiaries in the indicated fractional shares:

1.) CAROLYN D. DEMONBREUN	**ONE HUNDRED PER CENT (100%)**
2.) DARLEEN REYNOLDS	**OUR LOVE**
3.) SAMUEL W. DENNEY	**OUR LOVE**

b.) If any of the above Beneficiaries, or any other Beneficiary, is under the age of 25 years when the distribution is to be made, the Beneficiary's share shall vest in interest indefeasibly but the Trustee may, in his or her discretion, continue to hold that share as a separate trust for such period of time as the Trustee deems advisable, but not to extend beyond the 25th birthday of the Beneficiary. In the meantime, the Trustee is to use as much of the income and

principal for the education, comfortable support, maintenance and health of the Beneficiary as the Trustee determines is required. When the Beneficiary reaches the age of 25 years, the Trustee shall distribute to that Beneficiary one hundred percent (100%) of the then balance of the principal of his or her share of the Trust Estate.

c.) If all of the Trustor's Beneficiaries and their children should fail ro survive the final distribution of the Trust Estate, all of the Trust Estate not disposed of as hereinabove provided shall be distributed as provided for in this Trust Agreement.

Section 4.04. Principal of Representation

If a Beneficiary of the Trustor's should fail to survive to collect his or her share, that share shall pass to the surviving issue of that deceased Beneficiary per stirpes and with right of representation.

ARTICLE FIVE

Section 5.01. Non-Income Producing Property

During the joint lives of the Trustors, the Trustee is authorized to retain in the Trust for so long as the Trustee may deem advisable, any property received by the Trustee from the Trustors, whether or nor such property is of the character permitted by law for the investment of Trust funds.

Section 5.02. Trustee Powers

The Trustee shall have all powers conferred upon a Trustee by law for the orderly administration of the Trust Estate. If any property is distributed outright under the provisions of this Trust Agreement to a person who is a minor, distribution may be made under the Tennessee Uniform Gift to Minors Act ("TUGMA").

The Trustee is further authorized to sign, deliver and/or receive any documents necessary to carry out the powers contained within this Section.

The Trustee of any trust created under this Trust Agreement (including any substitute or successor trustee) will have and be subject to all powers, duties, and responsibilities granted or imposed by the Tennessee Code Annotated as such Code may provide at the time of administration of the trust, except to the extent that the same are inconsistent with the provisions of this Agreement.

Section 5.03. Specific Powers of Trustee

In addition, the Trustee will have the following specific powers:

a.) Trust Estate - The Trustee may leave invested, any property coming into his hands hereunder in any form of investment, even though the investment may not be of the character of investments permitted by law to trustees, without liability for loss or depreciation in value. The Trustee may sell, exchange, or otherwise dispose of and reinvest property which may at any time be a part of the Trust Estate upon such terms and conditions as the Trustee may deem advisable. The Trustee may invest and reinvest the Trust Assets from time to time in any property, real, personal, or mixed, including without limitation securities of domestic and foreign corporations and investment trusts or companies, bonds, debentures, preferred stocks, common trust funds, mortgages, mortgage participation, and interest in common trust funds, all with complete discretion to convert realty into personalty or personalty into realty or otherwise change the character of the Trust Estate, even though such investment (by reason of its character, amount, proportion to the total Trust Estate, or otherwise) would not be considered appropriate for a fiduciary apart from this provision, even though such investment caused part or all of the total Trust Estate to be invested in investments of one type or of one business or company.

b.) Holding Property - The Trustee may hold property in the Trustee's name, as trustee, or in the name of a nominee without disclosing the Trust.

c.) Release of Power - If the Trustee deems it to be in the best interest of the Trust and its beneficiaries, the Trustee, by written instrument signed by such Trustee, will have the power and authority to release, disclaim or restrict the scope of any power or discretion granted in this Trust Agreement or implied by law.

d.) Agents, Employees - The Trustee may employ one or more agents to perform any act of administration, whether or not discretionary, including attorneys, auditors, investment managers or others, as the Trustee shall deem necessary or advisable. The Trustee may compensate agents and other employees, and may delegate to them any and all discretions and powers.

e.) Leases - The Trustee may lease any Trust Assets generally or for oil, gas and mineral development, even though the lease term may extend beyond the term of the trust of which the property is a part. The Trustee may enter into any covenants and agreements relating to the property so leased or any improvements which may then or thereafter be erected on such property.

f.) Common Funds - The Trustee may hold any of the Trust Assets in a common fund with property from other estates and to make investments jointly with any other trust, the property of which is included in the common fund.

g.) Securities - With respect to securities held in the Trust Estate, the Trustee may exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and to pay assessments and other sums deemed by the Trustee necessary for the protection of the Trust Estate; to participate in voting trusts, foreclosures, reorganizations, consolidations, mergers, and liquidation, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the

Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; and to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitations elsewhere in this instrument relative to investments by the Trustee.

h.) Purchases from Estate - The Trustee may purchase property of any kind from the executor or administrator of other estates, provided such puchase is deemed to be benificial to the Trust Estate.

i.) Lending - The Trustee may make loans, secured or unsecured, to the executor or administrator of our estates, or to any beneficiary of the Trust. Further, the Trustee may use Trust Assets to guarantee obligations of any income beneficiary of the Trust (unless such beneficiary is serving as trustee).

j.) Distributions to or for the Beneficiaries - The Trustee may make any distribution contemplated by this Trust Agreement (1) to the beneficiary, (2) if the beneficiary is under a legal disability or if the Trustee determines that the beneficiary is unable to properly manage his or her affairs, to a person furnishing support, maintenance or education for the beneficiary or with whom the beneficiary is residing, for expenditures on the beneficiary's behalf, or (3) if the beneficiary is a minor, to a trustee of an existing trust established exclusively for the benefit of such minor, whether created by this Trust Agreement or otherwise, or a custodian for the beneficiary, as selected by the Trustee, under the Tennessee Uniform Gifts to Minors Act. Alternatively, the Trustee may apply all or part of the distribution for the beneficiary's benefit. Any distribution under this paragraph will be a full discharge of the Trustee with respect thereto.On any partial or final distribution of the Trust Assets, the Trustee may apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind, or in undivided interest in the manner deemed advisable at the discretion of the Trustee and to sell any property deemed necessary by the Trustee to make the distribution. The Trustee may distribute to beneficiaries gifts of up to $10,000.00 per year per donee out of principal or interest.

k.) Insurance - The Trustee may purchase new life insurance and pay the premiums on existing life insurance on the life of any trust beneficiary and purchase annuities (either commercial or private) from any corporation, trust or individual: and produce and pay premiums on other insurance of the kinds, forms and amounts deemed advisable by the Trustee to protect the Trustee and Trust Estate.

l.) Borrowing - The Trustee may borrow money from the Trustee and others, and to secure the repayment thereof by mortgaging or pledging or otherwise encumbering any part or all of the Trust assets and, in connection with the acquisition of any property, to assume a liability or to acquire property subject to a liability.

m.) Repairs - The Trustee may make ordinary and extraordinary repairs and alterations in buildings or other Trust Assets.

n.) Reserves - The Trustee may establish such reserves out of income for taxes, assessments, repairs and maintenance as the Trustee considers appropriate.

o.) Continuation of Business - The Trustee may continue any business or businesses in which they have an interest at the time of his or her death for so long as the Trustee may, in its sole discretion, consider necessary or desirable, whether or not the business is conducted by him or her at the time of their death individually as a partnership or as a corporation wholly owned or controlled by us, with full authority to sell, settle and discontinue any of them when and upon such terms and conditions as the Trustee may, in its sole discretion, consider necessary or desirable.

p.) Retain Property for Personal Use - The Trustee may retain a residence or other property for the personal use of a beneficiary and to allow a beneficiary to use or occupy the retained property on a rental basis that is fair and equitable to either beneficiaries.

q.) Dealings with Third Parties - The Trustee may deal with any person or entity regardless of relationship or identity of the Trustee to or with that person or entity and may hold or invest all or any part of the Trust Estate in common or undivided interest with that person.

r.) Partitions, Divisions, Distributions - The Trustee will have the power to make all partitions, divisions, and distributions contemplated by this Trust Agreement. Any partitions, divisions, or distributions may be made in cash, in kind, or partly in cash and partly in kind, in any manner that the Trustee deems appropriate (including composing shares differently). The Trustee may determine the value of any property , which valuation will be binding on all beneficiaries. Reasonable adjustments are required to compensate for any partitions, divisions, or distributions having unequal consequences to the beneficiaries.

s.) Claims, Controversies - The Trustee may maintain and defend any claim or controversy by or against the Trust without the joinder or consent of any beneficiary. The Trustee may commence or defend at the expense of the Trust any litigation with respect to the Trust or any property of the Trust Estate as the Trustee may deem advisable, and may employ, for reasonable compensation, such counsel as the Trustee shall deem advisable for that purpose.

t.) Merger of Trusts - If at any time the Trustee of any trust created hereunder shall also be acting as trustee of any other trust created by trust instrument or by trust declaration for the benefit of the same beneficiary or beneficiaries and upon substantially the same terms and conditions, the Trustee is authorized and empowered, if in the Trustee's discretion such action is in the best interest of the beneficiary or beneficiaries, to transfer and merge all of the asset then held under such trust created pursuant to this Trust Agreement to and with such other trusts and thereupon to terminate the trust created pursuant to this Trust Agreement. The Trustee is further authorized to accept the assets of any other trust which may be transferred to any trust created hereunder and to administer and distribute such assets and properties so transferred in accordance with the provisions of this Agreement.

u.) Termination of Small Trust - Any corporate trustee which is serving as the sole Trustee of any trust or any share thereof may at any time terminate such trust or share if, in the Trustee's sole judgement, the continued management of such trust or share is no longer economical because of the small size of such trust or share and if such action will be deemed to be in the best interest of the beneficiary or beneficiaries. In case of such termination, the Trustee will distribute forthwith the share of theTrust Estate so terminated to the income beneficiary or beneficiaries, per stirpes. Upon such distribution, such trust or share will terminate and the Trustee will not be liable or responsible to any person or persons whomsoever for its action. The Trustee will not be liable for failing or refusing at any time to terminate any trust or a share thereof as authorized by this paragraph.

v.) Power to Determine Income and Principal - Dividends payable in stock of the issuing corporation, stock splits and capital gains will be treated as principal. Except as herein otherwise specifically provided, the Trustee will have full power and authority to determine the manner in which expenses are to be borne and in which receipts are to be credited as between principal and income, and also to determine what will constitute principal or income, and may withhold from income such reserves for depreciation or depletion as the Trustee may deem fair and equitable. In determining such matters the Trustee may give consideration to the provisions of the Tennessee Code Annotated (or its successor statutes) relating to such matters, but will not be bound by such provisions.

w.) Generation-Skipping Taxes and Payment - If the Trustee considers any distribution or termination of an interest or power hereunder as a distribution or termination subject to a generation-skipping tax, the Trustee is authorized:

1.) To augment any taxable distribution by an amount which the Trustee estimates to be sufficient to pay such tax and charge the same to the particular trust to which the tax is related without adjustment of the relative interest of the beneficiaries;

2.) To pay such tax, in the case of a taxable termination, from the particular trust to which the tax relates without adjustment of the relative interest of the beneficiaries. If such tax is imposed in part by reason of the Trust Assets, the Trustee will pay only the portion of such tax attributable to the taxable termination hereunder taking into consideration deductions, exemptions, credits and other factors which the Trustee deems advisable; and

3.) To postpone final termination of any particular trust and to withhold all or any portion of the Trust Estate until the Trustee is satisfied that the Trustee no longer has any liability to pay any generation-skipping tax with reference to such trust or its termination.

x) Any Trustee/Trustor has the power to rent or lease a safe deposit box from any bank or other financial institution and has the power to access any safe deposit box where any property owned by Trustor may be located.

Section 5.04. Special Provision for S Corporation Stock

Notwithstanding what is other wise provided in this Trust Agreement, if at any time the Trust contains any stock of a corporation which elects or has elected treatment as an "S" Corporation" as defined by Section 1361 (i) of the Internal Revenue Code (or any corresponding successor statue), such stock will be segregated from the other assets of such trust and treated as a separate trust. The Trustee will further divide the separate trust into shares for each Beneficiary and such shares will be distributed outright or held in trust as herein provided. In addition, all other provisions of this Trust Agreement will apply to each share held in trust (and constituting a separate trust) except that the Trustee will distribute all of the income from each separate trust to its beneficiary in convenient installments at least annually. It is our intent that each separate trust will be recognized as a "Qualified Subchapter S Trust" (QSST) under Section 1362 (ii) of the Internal Code (or any corresponding successor statue). Notwithstanding any provisions of this Trust Agreement to the contrary, the Trustee's powers and discretions with respect to the administration of each separate trust (including methods of accounting, bookkeeping, making distributions and characterizing receipts and expenses) will not be exercised or exercisable except in a manner consistent with allowing each separate trust to be treated as a QSST as above described.

ARTICLE SIX

Section 6.01. Coordination with Trustor's Probate Estate

a.) At any time during the continuance of this Trust including subsequent to the death of either Trustor the Trustee may, in their sole and uncontrolled discretion, distribute to the deceased Trustor's Probate Estate cash and/or other property as a Beneficiary of the Trust.

b.) All other provisions to the contrary notwithstanding, under no circumstances shall any restricted proceeds, as hereinafter defined, be either directly or indirectly: (i) distributed to or for the benefit of the Trustor's Executors or the Trustor's Probate Estate; or (ii) used to pay any other obligations of the Trustor's Estate. The term "restricted proceeds" means:

1.) Proceeds of all qualified plans, individual retirement accounts, or similar benefits which are received or receivable by any Trustee hereunder, and which are paid solely to a Beneficiary other than the Executor of the Trustor's Gross Estate for Federal Estate Tax purposes: and

2.) All proceeds of insurance on the Trustor's life which, if paid to a Beneficiary other than the Trustor's Estate, would be exempt from inheritance or similar death taxes under applicable state death tax laws.

Section 6.02. Direction to Minimize Taxes

In the administration of the Trust hereunder, its Fiduciaries shall exercise all available tax related elections, options, and choices in such a manner as in their sole but reasonable judgement (where appropriate, receiving advice of tax counsel) believe will achieve the overall minimum in total combined present and reasonable anticipated future administration expenses and taxes of all kinds. This applies not only to such Trust but also to its Beneficiaries, to the other Trusts hereunder and their Beneficiaries, and to the Trustor's Probate Estate.

Without limitation on the generality of the foregoing direction (which shall to that extent supersede the usual fiduciary duty of impartiality), such Fiduciaries shall not be accountable to any person interested in this Trust or to Trustor's Estate for the manner in which they shall carry out this direction to minimize overall taxes and expenses (including any decision they may make not to incur the expense of a detailed analysis of alternative choices). Even though their decisions in this regard may result in increased taxes or decreased distributions to the Trust, to the Estate, or to one or more Beneficiaries, the Fiduciaries shall not be obligated for compensation readjustments or reimbursements which arise by reason of the manner in which the Fiduciaries carry out this direction.

Section 6.03. Judgement and Discretion of Trustee

In the absence of proof of bad faith, all questions of construction or interpretation of any trusts created by this Trust Agreement will be finally and conclusively determined solely by the Trustee, according to the Trustee's best judgement and with out recourse to any court, and each determination by the Trustee is binding on the beneficiaries and prospective beneficiaries hereunder, both in being and inborn, as well as all other persons, firms or corporations. The Trustee, when exercising any discretionary power relating to the distribution or accumulation of principal or income or to the termination of any trust, will be responsible only for lack of good faith in the exercise of such power. Each determination may be relied upon to the same extent as if it were final and binding judicial determination. In the event of a conflict between the provisions of this Trust Agreement and those of this Agreement and those of the Tennessee Code Annotated, the provisions of this Agreement will control.

ARTICLE SEVEN

Section 7.01. Resolution of Conflict

Any controversy between the Trustee or Trustees and any other Trustee or Trustees, or between any other parties to this Trust, including Beneficiaries, involving the construction or application of any of the terms, provisions, or conditions of this Trust shall, on written request of either or any disagreeing party served on the other or others, be submitted to arbitration. The parties to such arbitration shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator

whose decision shall be final and conclusive upon both parties. The cost of arbitration shall be borne by the losing party or in such proportion as the Arbitrator(s) shall decide. Such arbitration shall comply with the commercial arbitrations rules of the American Arbitration Association, 140 West 51st Street, New York, New York, 10200.

Section 7.02. Incontestability

The beneficiary provisions of this Trust Agreement are intended to be in lieu of any other rights, claims, or interest of whatsoever nature, whether statutory or otherwise, except bona fide pre-death debts, which any Beneficiary hereunder may have in Trustor's Estate or in the properties in trust hereunder. Accordingly, if any Beneficiary hereunder asserts any claim (except a legally enforceable debt), statutory election, or other right or interest against or in Trustor's Estate, or any properties of this Trust, other than pursuant to the express terms hereof, or directly or indirectly contests, disputes, or calls into question, before any court, the validity of this Trust Agreement, then:

a.) Such Beneficiary shall thereby absolutely forfeit any and all beneficial interest of whatsoever kind and nature which such Beneficiary or his or her heirs might otherwise have under this Trust Agreement and the interests of the other Beneficiaries hereunder shall thereupon be appropriately and proportionately increased; and

b.) All of the provisions of the Trust Agreement, to the extent that they confer any benefits, powers, or rights whatsoever upon claiming, election or contesting Beneficiary, shall thereupon become absolutely void; and

c.) Such claiming, electing, or contesting Beneficiary, if then acting as a Trustee hereunder, shall automatically cease to be a Trustee and shall thereafter be ineligible either to select, remove, or become a Trustee hereunder.

Section 7.03. Specific Omissions

Any and all persons and entities, except those persons and entities specifically named herein, have been intentionally omitted from this Trust Agreements. If any person or entity shall successfully challenge any term or condition of this Trust Agreement, then, to that person or entity shall be given the sum of one dollar ($1.00) in lieu and in place of any other benefit, grant, or interest which that person or interest may have in the Trust Estate.

Section 7.04. Benefits Confidential

The Trustors further declare that it is their desire and intent that the provisions of the Trust Agreement are to remain confidential as to all parties. Trustors direct that only the information concerning the benefits paid to any particular Beneficiary shall be revealed to such individual and that no individual shall have a right to information concerning the benefits being paid to any other Beneficiary.

ARTICLE EIGHT

Section 8.01. Distribution in Kind or Cash

On any division of the assets of theTrust Estate into shares or Partial shares, and on any final or partial distribution of the assets of the Trust Estate, the Trustee, at his or her absolute discretion, may divide and distribute undivided interest of such assets, or may sell any part of such assets and may make divisions or distributions in cash or partly in cash and partly in kind. The decisions of the Trustee, either prior to or on any division or distribution of such assets, as to what constitutes a proper division of such assets of the Trust Estate shall be binding on all persons interested in any Trust provided for in this Trust Agreement.

Section 8.02. Spendthrift Provision

Neither the principal nor the income of the Trust shall be liable for the debts of a Beneficiary. Except as otherwise expressly provided in this Agreement, no beneficiary of any trust shall have any right, power or authority to alienate, encumber or hypothecate his or her interest in the principal or income of this Trust in any manner, nor shall the interest of any Beneficiary be subject to the claims of his or her creditors or liable to attachment, execution or other process of law. The limitations herein shall not restrict the exercise of any power of appointment or the right to disclaim.

Section 8.03. Definition of Children

The terms "child" and "children" as used in the Agreement mean the lawful issue of a Trustor or of the Trustors together. This definition also includes children legally adopted by a Trustor or by the Trustors together.

Section 8.04. Handicapped Beneficiaries

Any Beneficiary who is determined by a court of competent jurisdiction to be incompetent shall not have any discretionary rights of a Beneficiary with respect to this Trust, or to their share or portion thereof. The trustee shall hold and maintain such incompetent Beneficiary's share of the Trust Estate and shall, in the Trustee's sole discretion, provide for such Beneficiary as that Trustee would provide for a minor. Notwithstanding the foregoing, any Beneficiary who is diagnosed for the purposes of governmental benefits (as hereinafter delineated) as being not competent or as being disabled, and who shall be entitled to governmental support and benefits by reason of such incompetency or disability, shall cease to be a Beneficiary of this Trust. Likewise, they shall cease to be a Beneficiary if any share or portion of the principal or income of the Trust shall become subject to the claims of any governmental agency for costs or benefits.

The portion of the Trust Estate which, absent the provisions of this section, would have been the share of such incompetent or handicapped person shall be retained in trust for as long as that individual lives. The Trustee, at his or her sole discretion, shall utilize such funds for the maintenance of that individual. If such individual recovers from his or her incompetency or disability, and is no longer eligible for aid from any governmental agency, including costs or benefits fees or charges, such individual shall be reinstated as a Beneficiary after 60 days from such recovery, and the allocation and distribution provisions as stated herein shall apply to that portion of the Estate Trust which is held by the Trustee subject to the foregoing provisions of this section. If said handicapped Beneficiary is no longer living and shall leave children then living, the deceased child's share shall pass to those children per stirpes. If there are no children, the share shall be allocated proportionately among the remaining Beneficiaries.

ARTICLE NINE

Section 9.01. Trustees:

All Trustees are to serve without bond. The following will act as Trustees of any Trust created by this Trust Agreement, in the following order of probate:

First: The undersigned, **JOHN E. GARVIN and/or NANCY ROBERTA GARVIN.**

Second: **CAROLYN D. DEMONBREUN** shall serve as First Successor Trustee.

Third: **PEGGY D. HAWKINS** shall serve as First Successor Trustee, then

Fourth: A Trustee chosen by the majority of Beneficiaries, with a parent or legal guardian voting for minor Beneficiaries; provided, however, that the children of any deceased Beneficiary shall collectively have only one vote.

Section 9.02. Allocation and Distribution of the Trust Assets

The Trustees shall allocate, hold, administer and distribute the Trust Assets as hereinafter provided:

a.) Upon the death of the First Trustor, the Trustee shall make any separate distributions that have been specified by the deceased Trustor. The Trustee shall also take into consideration the appropriate provisions of this Article.

b.) Upon the death of the surviving spouse, the Trustee shall hold, administer and distribute the Trust Assets in the manner hereinafter prescribed.

Section 9.03. Personal Property Distribution

Notwithstanding any provision of this Trust Agreement to the contrary, the Trustee must abide by any memorandum by the Trustors, particularly that contained in the section titled "Special Directives" incorporated into this Trust Instrument, directing the disposition of Trust Assets of every Kind including but not limited to furniture, appliances, pictures, china, silverware, glass, books, jewelry, wearing apparel, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property. Otherwise, any personal and household effects of the Trustors shall be distributed with the remaining assets of the Trust Estate.

Section 9.04. Liability of Trustee

The Trustee will not be responsible or liable for any loss which may occur by reason of depreciation in value of the properties at any time belonging to the Trust Estate, nor for any other loss which may occur, except that the Trustee will be liable for such Trustee's own negligence, neglect, default, or willful wrong. The Trustee will not be liable or responsible for the acts, omissions, or defaults of any agent or other person to whom duties may be properly delegated hereunder (except officers or regular employees of the Trust) if such agent or person was appointed with due care. The Trustee may receive reimbursement from the Trust Estate for any liability, whether in contract or in tort, incurred in the administration of the Trust Estate in accordance with the provisions hereof, and the Trustee may contact in such form that such Trustee will be exempt from such personal liability and that such liability will be limited to the Trust Assets.

Section 9.05. Successor Trustees

Any Successor Trustee shall have all the power, rights, discretion and obligations conferred on a Trustee by this Trust Agreement. All rights, titles and interest in the property of the Trust shall immediately vest in the Successor Trustee at the time of appointment. The prior Trustee shall, without warranty, transfer to the Successor Trustee the existing Trust property. No Successor Trustee shall be under any duty to examine, verify, question, or audit the books, records, accounts, or transaction of any preceding Trustee; and no Trustee shall be liable or responsible in any way for any acts, defaults or omissions of any predecessor Trustee, nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee. A Successor Trustee shall be liable only for his or her own acts and defaults.

ARTICLE TEN

Section 10.01. Perpetuities Savings Clause

Notwithstanding any other provisions of this instrument, the Trusts created hereunder shall terminate not later than twenty-one (21) years after the death of the last survivor of all Trustors and any other Beneficiary or Beneficiaries named or defined in this Trust living on the date of the death of the first spouse to die. The Trustee shall distribute each remaining Trust

principal and all accrued or undistributed net income hereunder to the Beneficiary or Beneficiaries. If there is more than one Beneficiary, the distribution shall be in the proportion in which they are Beneficiaries; if no proportion is designated, then the distribution shall be in equal shares to such Beneficiaries.

ARTICLE ELEVEN

Section 11.01. Governing Law

It is not intended that the laws of only one particular state shall necessarily govern all questions pertaining to all of the Trust hereunder.

a.)The validity of the Trust hereunder, as well as the validity of the particular provisions of that Trust, shall be governed by the laws of the state which has sufficient connection with this Trust to support such validity.

b.) The meaning and effect of the terms of this Trust Agreement shall be governed by the laws of the State of Tennessee.

c.) The administration of this Trust shall be governed by the laws of the state of Tennessee.

The foregoing shall apply even through the situs of some Trust assets or the home of the Trustor, a Trustee, or a Beneficiary may at some time or times be elsewhere.

Section 11.02. Invalidity of any Provision

If a court finds that any provision of this Trust Agreement is void, invalid or unenforceable, the remaining provisions of this Agreement will continue to be fully effective.

Section 11. 03. Headings

The use of headings in connection with the various articles and sections of this Trust Agreement is solely for convenience, and the headings are to be given no meaning or significance whatever in constructing the terms and provisions of this Agreement.

Section 11.04. Internal Revenue Code Terminology

As used herein the words"gross estate", "adjusted gross estate", "taxable estate", "unified credit", "state death tax credit", "maximum marital deduction", and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall be assigned the same meaning as such words have for the purposes of applying the Internal Revenue Code to a deceased Trustor's Estate. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue amended to the date of such Trustor's death.

SPECIAL DIRECTIVES
OF
JOHN E. GARVIN

I, **JOHN E. GARVIN**, a resident of the County of Davidson, State of Tennessee, being of lawful age, and of sound and disposing mind and memory, and not acting under duress, fraud, or under influence, hereby make, publish and declare this to be my Special Directive, and I incorporate this into **THE JOHN E. GARVIN AND NANCY ROBERTA GARVIN REVOCABLE LIVING TRUST AGREEMENT**.

FIRST

The natural objects of my affection are:

1.) **My wife -** NANCY ROBERTA GARVIN

2.) **My stepchildren -** CAROLYN D. DEMONBREUM
DARLEEN REYNOLDS "MY LOVE"
SAMUEL W. DENNEY "MY LOVE"

SECOND

I direct that all estate and inheritance taxes payable as a result of my death, not limited to taxes assessed on property, shall be paid out of the residue of my Estate, and shall not be deducted or collected from any Legatee, Devisee or Beneficiary hereunder.

THIRD

In the event any of my named Beneficiaries should predecease me, all of that person's share of the Trust Estate is to be divided equally among that person's issue per stirpes.

FOURTH

I direct that before any distribution of the assets of the Trust Estate to the named Beneficiaries certain specific distributions, if any, shall be made from the assets as set forth on the list attached hereto and marked "Exhibit A".

FIFTH

I hereby acknowledge and accept the "Special Directives", if any, of my spouse.

SPECIAL DIRECTIVES
OF
NANCY ROBERTA GARVIN

I, **NANCY ROBERTA GARVIN**, a resident of the County of Davidson, State of Tennessee, being of lawful age, and of sound and disposing mind and memory, and not acting under duress, fraud, or under influence, hereby make, publish and declare this to be my Special Directive, and I incorporate this into **THE JOHN E. GARVIN AND NANCY ROBERTA GARVIN REVOCABLE LIVING TRUST AGREEMENT.**

FIRST

The natural objects of my affection are:

1.) **My husband -** **JOHN E. GARVIN**

2.) **My children -** **CAROLYN D. DEMONBREUN**
DARLEEN REYNOLDS, "MY LOVE"
SAMUEL W. DENNEY "MY LOVE"

SECOND

I direct that all estate and inheritance taxes payable as a result of my death, not limited to taxes assessed on property, shall be paid out of the residue of my Estate, and shall not be deducted or collected from any Legatee, Devisee or Beneficiary hereunder.

THIRD

In the event any of my named Beneficiaries should predecease me, all of that person's share of the Trust Estate is to be divided equally among that person's issue per stirpes.

FOURTH

I direct that before any distribution of the assets of the Trust Estate to the named Beneficiaries certain specific distributions, if any, shall be made from the assets as set forth on the list attached hereto and marked "Exhibit A".

FIFTH

I hereby acknowledge and accept the "Special Directive", if any, of my spouse.

Dated to be effective this 7 day of APRIL, 1999.

TRUSTORS:

John E. Garvin
Carolyn D. Demonbreun
JOHN E. GARVIN
By: Carolyn D. Demonbreun,
Agent & Attorney-in-Fact

Nancy Roberta Garvin
Carolyn D. Demonbreun
NANCY ROBERTA GARVIN
By: Carolyn D. Demonbreun
Agent & Attorney-in-Fact

ACCEPTED BY CO-TRUSTEES:

John E. Garvin
Carolyn D. Demonbreun
JOHN E. GARVIN
By: Carolyn D. Demonbreun,
Agent & Attorney-in-Fact

Nancy Roberta Garvin
Carolyn D. Demonbreun
NANCY ROBERTA GARVIN
By: Carolyn D. Demonbreun
Agent & Attorney-in-Fact

Vonda M. Scurlock
Name of Witness

Vonda M. Scurlock
(Printed Name of Witness)

Kathy R. Knoble
Name of Witness

Kathy R. Knoble
(Printed Name of Witness)

STATE OF TENNESSEE

COUNTY OF DAVIDSON

This instrument was acknowledged before me on the date herein set forth by JOHN E. GARVIN as Trustor and Co-Trustee to certify which witness my hand and seal of office.

Notary Public, State of Tennessee
My commission expires: 10/1/02.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

This instrument was acknowledged before me on the date herein set forth by NANCY ROBERTA GARVIN as Trustor and Co-Trustee to certify which witness my hand and seal of office.

Notary Public, State of Tennessee
My Commission expires: 10/1/02.

THE
JOHN E. GARVIN AND NANCY ROBERTA GARVIN
REVOCABLE LIVING TRUST AGREEMENT

Declaration of Intent

The undersigned hereby declare that as Trustees of THE JOHN E. GARVIN AND/OR NANCY ROBERTA GARVIN REVOCABLE LIVING TRUST, they are acquiring and will hold in the name JOHN E. GARVIN and NANCY ROBERTA GARVIN, but without further reference to their fiduciary capacity, all items listed on the attached schedule(s) hereto and incorporated herein as amended, from time to time, as well as household furnishings, automobiles, jewelry, bank accounts, securities, bonds, clothing and other personal property of any kind in their name or in either of their names and henceforth such assets shall and will belong to said Trust and not to them individually; and they further hereby declare that, except to the extent of interest provided to them under the terms and provisions of said Trust, they have no personal interest in any of the above itemized personal properties, it being intended that this Declaration constitutes an affirmation of Trust ownership and an assignment to this Trust and shall be binding on their heirs, administrators, executors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 7 day of April, 1999.

John E. Garvin
JOHN E. GARVIN, Trustor/Trustee
BY; CAROLYN D. DEMONBREUN
Agent & Attorney-in-Fact

Nancy Roberta Garvin
NANCY ROBERTA GARVIN, Trustor/Trustee
By: CAROLYN D. DEMONBREUN
Agent & Attorney-in-Fact

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BEFORE ME, the undersigned authority, on this day personally appeared JOHN E. GARVIN and NANCY ROBERTA GARVIN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

SUBSCRIBED AND SWORN this 7 day of April, 1999.

Notary Public, State of Tennessee
My Commission expires: 10/1/02

FILED
2004 OCT -8 AM 10: 15
RICHARD W. WIEKING, CLERK
D.C.

EXHIBIT D

K T429

BOOK 11429 PG. 834

99 MAR 13 AM 11:09

0573610

MAIL ENV.

QUIT CLAIM DEED

THIS INDENTURE, made as of April 7, 1999, between JOHN E. GARVIN and his wife, NANCY ROBERTA GARVIN, having an address at 307 Urban Place, Nashville, Tennessee 37206, (collectively referred to as "Transferors"), and THE JOHN E. GARVIN AND/OR NANCY ROBERTA GARVIN REVOCABLE LIVING TRUST, having an address at 307 Urban Place, Nashville, Tennessee 37206, ("Transferee").

WITNESSETH, that Transferors, in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, so hereby transfer unto Transferee and its heirs, executors, administrators, successors and assigns forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Davidson, and the State of Tennessee, being more particularly described as follows, to-wit:

SEE "EXHIBIT A" ATTACHED

TOGETHER with all right, title and interest, if any, of Transferors in and to any streets and roads abutting said premises to the center lines thereof,

This deed is given without covenant, representation or warranty by Transferors, whether express or implied, and without recourse against Transferors in any possible event.

QUIT CLAIM DEED

G 834

K T1429

BOOK 11429 PG. 835

IN WITNESS WHEREOF, Transferors have duly executed this deed on the date first above written.

WITNESSES:

Vonda M. Sourlock
Vonda M. Sourlock

Carolyn D. Demonbreun
JOHN E. GARVIN
By: Carolyn D. Demonbreun,
Agent & Attorney-in-Fact

Nancy Roberta Garvin by Carolyn D. Demonbreun
NANCY ROBERTA GARVIN
By: Carolyn D. Demonbreun,
Agent & Attorney-in-Fact

Kathy R. Knoble

Prepared by: Southern Estate Services, Inc.
Legal Department
2325 Severn, Suite #10
Metairie, LA. 70001
(800) 731-3994

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, a notary public, on this day personally appeared JOHN E. GARVIN and NANCY ROBERTA GARVIN, who acknowledged that they did sign the foregoing instrument, and acknowledged to me that they executed the same for the uses and purposes and consideration therein expressed.

GIVEN UNDER MY HAND and official seal this 7 day of April, 1995.

Notary Public

After recording return to and send tax bills to :
GRANTOR/GRANTEE:
Mr. & Mrs. John E. Garvin
307 Urban Place
Nashville, Tennessee 37206
615-228-1043

Prepared by: Southern Estate Services, Inc.
Legal Department
2325 Severn Ave., Suite 10
Metairie, Louisiana 70001
(800) 731-3994

QUIT CLAIM DEED

G 835

K T429

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 11429 PG. 836

OATH OF VALUE (CONVEYANCES)

We, hereby swear or affirm that to the best of my affiance, knowledge, information or belief that the actual consideration for this transfer is $__10.00__(REVOCABLE LIVING TRUST) which amount is equal to or greater than that which the property would command at a fair and voluntary sale.

John E. Garvin
Carolyn D. Demonbreun
JOHN E. GARVIN
By: Carolyn D. Demonbreun,
Agent & Attorney-in-Fact

Nancy Roberta Garvin
Carolyn D. Demonbreun
NANCY ROBERTA GARVIN
By: Carolyn D. Demonbreun,
Agent & Attorney-in-Fact

Before me, a notary public, on this day personally appeared JOHN E. GARVIN and NANCY ROBERTA GARVIN, who acknowledged that they did sign the foregoing instrument, and acknowledged to me that they executed the same for the uses and purposes and consideration therein expressed.

GIVEN UNDER MY HAND and official seal this 2 day of April, 1999.

Notary Public
My Commission expires: 1/4/02

Send tax bills to:

Mr. & Mrs.John E. Garvin
307 Urban Place
Nashville, Tennessee 37206
615-228-1043

QUIT CLAIM DEED

G 836

K T429

"EXHIBIT A"

Prepared by: Southern Estate Services, Inc.
Legal Department
2325 Severn Ave., Suite 10
Metairie, Louisiana 70001
(800) 731-3994

BOOK 11429 PG. 837

STATE OF TENNESSEE

COUNTY OF DAVIDSON

1062 04/13 0101 03CHECK 18.00

Map# 83-7
Parcel # 157

Being lot no. 63 on the map of Rolling acres No. 2 Second of record in Book 1424, page 45, Register's Office for Davidson County, Tennessee.

Said Lot No. 63 fronts 80 ft. on the northerly margin of Urban Place and extends back between line measuring 164.67 feet on the westerly side and 156.12 feet on the easterly side to a dead line in the rear on which it measures 81.23 feet.

Being the same property originally conveyed to Charles R. Adams and wife, Marilyn P. Adams by deed from W. G. Reynolds and wife, Mary Irene Reynolds of record in Book 3993, page 937, Register's Office for Davidson County, Tennessee.

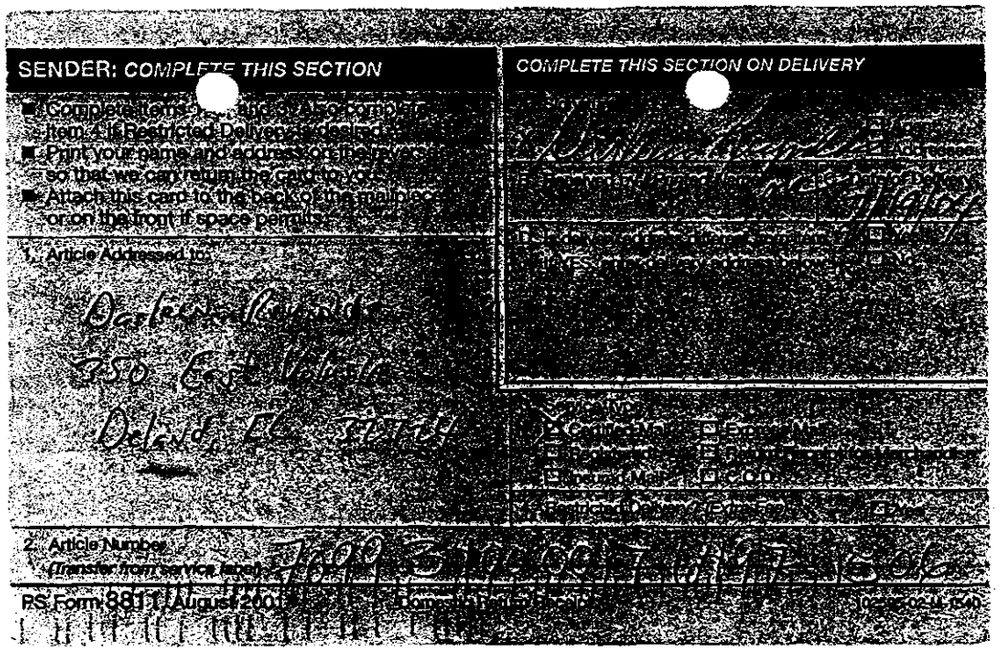
Being the same property conveyed to John D. Garvin and wife Nancy R. Garvin, by deed of Record in Book 4275, Page 725. RODC.

QUIT CLAIM DEED

G 837

FILED
2004 OCT -8 AM 10: 15
RICHARD R. VIDMER, CLERK
D.C.

EXHIBIT E



SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Darlene Hall
250 E. Victoria
DeLand, FL 32720

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Agent
Addressee

B. Received by (Printed Name)

C. Date of Delivery

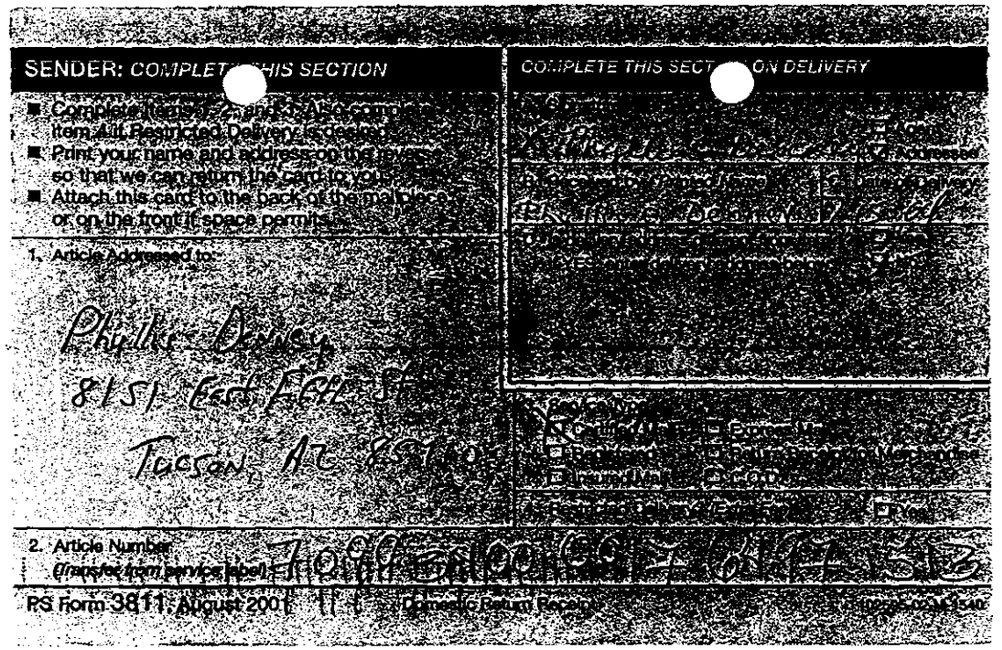
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
Certified Mail
Express Mail
Registered
Return Receipt for Merchandise
Insured Mail
C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label) 7160 3900 0715 4177 3906

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

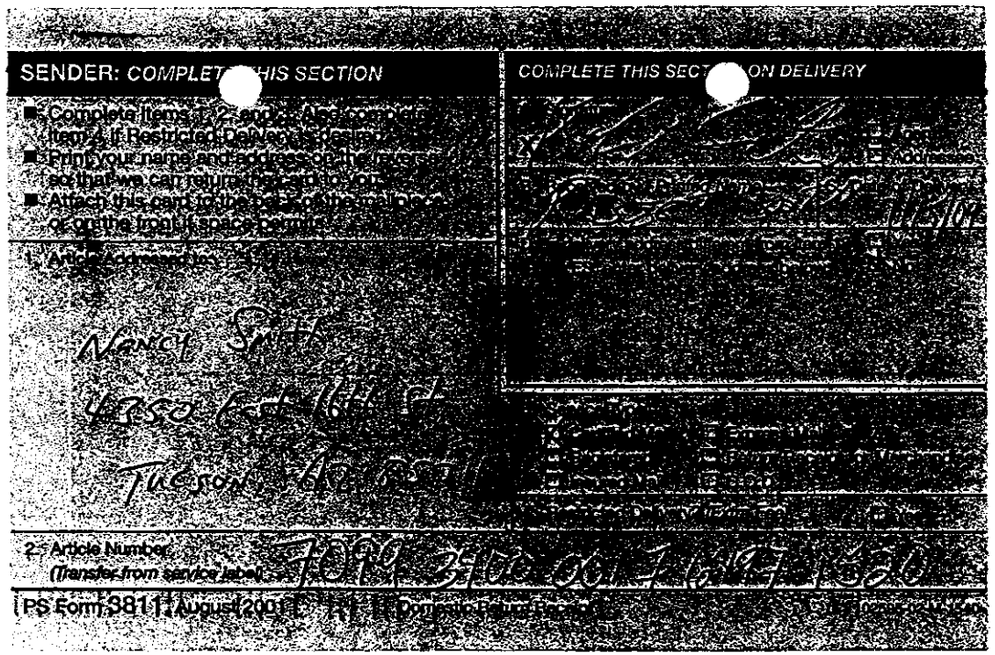
1. Article Addressed to:

Phyllis Dorsey
8151 E Fort Lowell St
Tucson AZ 85710

COMPLETE THIS SECTION ON DELIVERY

2. Article Number (Transfer from service label) 7099 3220 0006 5460 5383

PS Form 3811, August 2001 Domestic Return Receipt



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NANCY SMITH
4250 E. 16th St.
TUCSON, AZ 85711

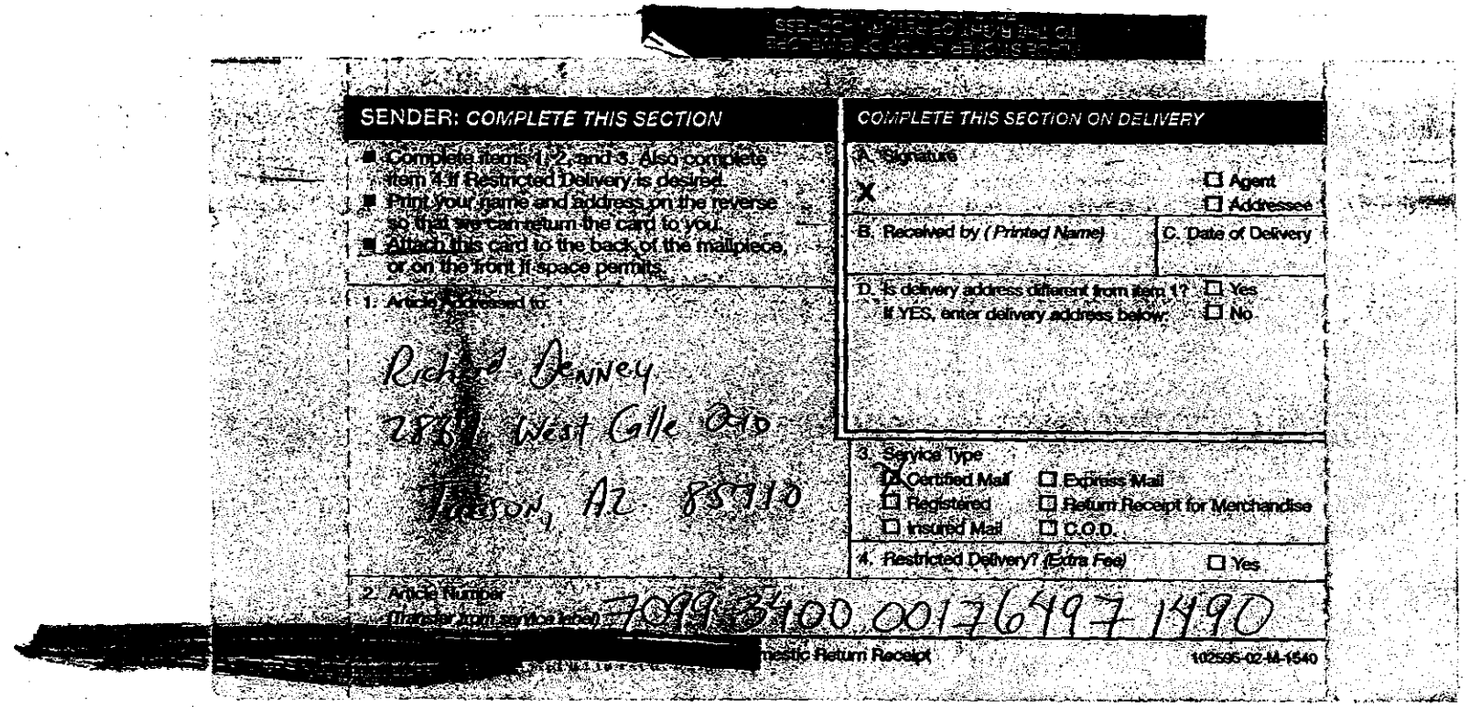
COMPLETE THIS SECTION ON DELIVERY

2. Article Number (Transfer from service label): 7099 3400 0017 1647 1630

PS Form 3811, August 2001 — Domestic Return Receipt

FILED
2004 OCT -8 AM 10: 15
RICHARD W. WIEKING, CLERK
D.C.

EXHIBIT F



SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Richard Denney
2850 West Calle Ojo
Tucson, AZ 85710

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) 7099 3400 0017 6497 1490

[redacted]mestic Return Receipt 102595-02-M-1540

CERTIFIED MAIL

LAW OFFICE OF
PAUL J. BRUNO
111 UNION STREET
NASHVILLE, TENNESSEE 37201

7099 3400 0017 6497 1490

RETURN TO SENDER UNCLAIMED

U.S. POSTAGE PAID NASHVILLE, TN 37220 NOV 12, '04

$4.65

RETURN RECEIPT REQUESTED

Richard Denney
2867 West Calle Ocio
Tucson, AZ 85710

N/L
7-15
724
$3

STATE OF TENNESSEE

I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 11 day of OCTOBER , 2004 , in the Case Number 04P678 between DEMONBREUN, CAROLYN D Petitioner, and GARVIN, NANCY ROBERTA Respondent, as same remains of record in Vol. 5708 , Page 1667881 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 10 day of NOVEMBER in the year two thousand four and in the 228th year of American Independence.

RICHARD R. ROOKER, Clerk,

By Tommy King
Deputy Clerk

SEAL

