This Instrument Prepared By:
ANNA G. EVERTON, ESQ. • 4525 Harding Rd., Suite 323 • PO Box 58084 • Nashville, TN 37205-8084

This deed was prepared without the benefit of a title search and the description of the property was furnished by the parties. The preparer of this deed assumes no liability whatsoever either for the accuracy of the legal description or the status of the title to the property.

Address New Owner:	***Send Tax Bills To:***	***Map-Parcel***
LARRY K. BORUM, ET AL 3708 Inglewood Circle South Nashville, TN 37216	Same	Map-73-09 Parcel-34

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $0.00 (none).
This transfer is exempt from recording tax pursuant to T.C.A. §67-4-409(a)(3)(D).

Larry K. Borum
AFFIANT

Sworn to and subscribed before me this 26 day of January, 2006.

ANNA G. EVERTON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Anna G. Everton
Notary Public
My Commission Expires: 7/21/2007

ADMINISTRATOR'S QUITCLAIM DEED

HAROLD K. BORUM died on February 15, 2004, intestate. LARRY K. BORUM was appointed administrator of the Estate of HAROLD K. BORUM, by the Probate Court of Davidson County, Tennessee, Probate No. 04P1369. By virtue of the laws of the State of Tennessee and by Order entered in the said Probate case, this property passes one-third (1/3) to LARRY K. BORUM, one-third (1/3) to MARCIA WEST, and one-third (1/3) LARRY K. BORUM, Trustee of the ROBERT WAYNE BORUM SUPPLEMENTAL CARE TRUST AGREEMENT. A copy of said Trust Agreement established by Court Order is attached hereto as Exhibit A. All debts of the decedent have been paid. The Tennessee Tax clearance has been received, a copy of which is attached as Exhibit B. The administrator by signing this deed releases any right the administrator has to recover this property in the event of the subsequent insolvency of this estate.

LARRY K. BORUM, Administrator of the Estate of HAROLD K. BORUM, quitclaims to LARRY K. BORUM, individually, MARCIA WEST, individually, and LARRY K. BORUM, Trustee of the ROBERT WAYNE BORUM SUPPLEMENTAL CARE TRUST in equal tenants-in-common shares all right, title and interest in the following described real estate in Davidson County, Tennessee:

Davidson County DEEDQC
Recvd: 01/31/06 10:11 16 p
Fees:82.00 Taxes:0.00
20060131-0011753

Land in Davidson County Tennessee, being Lot No. 47 on the Plan Gibson Heights, as of record in Book 1835, page 133, Register's Office for Davidson County, Tennessee, described as follows:

Beginning on the westerly margin of Shadow Lane at the corner of Lots Nos. 47 and 48; thence with the line between said lots westwardly 125.28 feet to the east line of Lot No.49; thence with the east line of said lot southwestwardly 67 feet to the corner of Lots Nos. 45 and 49 and a point in the west line of Lot No. 47; thence to the corner of Lots Nos. 46 and 47; thence with the line between said lots eastwardly 132.10 feet to the westerly margin of Shadow Lane; thence with said Lane northwardly 110.62 feet to the beginning.

Being the same property conveyed to HAROLD K. BORUM and wife, MARY NELL BORUM by deed from WILLIAM H. LANCASTER and wife, CHRISTINE G. LANCASTER of record in Book 2499, page 613, Register's Office for Davidson County, Tennessee, the said MARY NELL BORUM having predeceased her husband on January 22, 2003.

This is improved property known as 2605 Shadow Lane, Nashville, TN 37206.

This transfer is by Quitclaim and we make no warranties about the title, and is subject to all reservations, restrictions, easements, covenants and conditions contained in former instruments of record pertaining thereto and to all easements and encroachments apparent from an inspection of the property.

Witness my hand this 26 day of January, 2006.

Larry K. Borum

Estate of HAROLD K. BORUM
By LARRY K. BORUM, Administrator

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this the 26 day of Jan., 2006, personally appeared before me, LARRY K. BORUM, with whom I am personally acquainted or who proved to me on satisfactory evidence, to be the person who executed the foregoing instrument as Administrator of the ESTATE OF HAROLD K. BORUM, Grantor, and who acknowledged that such person executed the same as such Administrator's free act and deed.

ANNA G. EVERTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Anna G. Everton
Notary Public
My commission expires: 7/21/2007

IN THE SEVENTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
(Probate Division)

2004 SEP -2 AM 10:38

IN RE:

THE ESTATE OF
HAROLD K. BORUM,
Deceased

D.C.

04P1369

LARRY K. BORUM,
Petitioner

ORDER CREATING SUPPLEMENTAL CARE TRUST AGREEMENT
FOR ROBERT WAYNE BORUM

Based on an examination of the Petition and the sworn testimony of Petitioner on September 2nd, the Court finds the following:

A. One of the heirs of the Decedent, Robert Wayne Borum, is a disabled adult person under the age of 65 years;

B. Robert Wayne Borum is now, or may become, eligible to receive government entitlements, which assist with the costs of his care;

C. An immediate and direct distribution to Robert Wayne Borum would be rapidly dissipated, and therefore unavailable for his long-term care, comfort, and treatment.

D. A Trust Agreement designed to use Robert Wayne Borum's share of the resources from this Estate to supplement, rather than supplant, impair, or diminish Robert Wayne Borum's government entitlements would make such resources available for a longer period of time for Robert Wayne Borum's care, comfort, and treatment.

E. The "ROBERT WAYNE BORUM SUPPLEMENTAL CARE TRUST AGREEMENT" proposed by the Petitioner is a reasonable method of preserving Robert Wayne Borum's share from this Estate for his long-term care, comfort, and treatment.

Based upon these findings, the Court ORDERS the following:

1. The ROBERT WAYNE BORUM SUPPLEMENTAL CARE TRUST AGREEMENT is hereby established to receive and control Robert Wayne Borum's beneficial share of this Estate.

Exhibit A

ENTERED this 22 day of Sept., 2004.

RANDY KENNEDY, Judge

APPROVED FOR ENTRY:

Anna G. Everton

ANNA G. EVERTON (BPR# 020069)
Attorney for Petitioner
4525 Harding Road, Suite 323
PO Box 58084
Nashville, TN 37205-8084
(615) 673-0901

RICHARD R. ROOKER CIRCUIT COURT CLERK

I hereby certify that this is a true copy of original instrument filed in my office this 22 day of Sept 20 04

RICHARD R. ROOKER, CLERK

By _____ Deputy Clerk

Ex. B

04 AUG 18 AM 11:17

RICHARD R. ROOKER, CLERK

ROBERT WAYNE BORUM
SUPPLEMENTAL CARE
TRUST AGREEMENT

04P13 69

On this 2 day of September 2004, by Order of the Judge of the Seventh Circuit Court of Davidson County, Tennessee, Probate Division, (hereinafter referred to as "Grantor") regarding ROBERT WAYNE BORUM: a disabled adult person under the age of 65 years], as defined in the Social Security Act at § 1614(a)(3), (hereinafter referred to as "Beneficiary"), the Grantor enters into an agreement with Larry K. Borum, 3708 Inglewood Circle South, Nashville, TN 37216 (hereinafter referred to as "Trustee"). This Trust is written pursuant to 42 U.S.C. § 1396(d)(4)(A), as amended on August 10, 1993, by the Omnibus Budget Reconciliation Act of 1993, Pub. L. No. 103-66, and subsequent regulations duly promulgated in compliance with the Federal and State enabling statutes.

It is the Grantor's intent that the Beneficiary receive all government entitlements to which the Beneficiary would otherwise be entitled but for the distributions hereunder. Grantor recognizes that in view of the vast costs involved in caring for a disabled person, a direct distribution would be rapidly dissipated. Grantor intends that the Trust fund supplement rather than supplant, impair, or diminish government entitlements.

SECTION 1. INDENTIFICATION

1.1. The trust established under this Agreement shall be known as the ROBERT WAYNE BORUM Supplemental Care Trust.

1.2. TRUST FUNDING

Initial Trust Funding-- By order of this Court there shall be paid over to the Trustee, to be held herein on behalf of the Beneficiary, the sum of Ten Dollars ($10.00).

Additions to Trust--Other property, real or personal, may be transferred to the Trustee by anyone, with the consent of the Trustee. All property held by the Trustee shall constitute the "Trust Estate."

SECTION 2. DISTRIBUTION OF INCOME AND PRINCIPAL

2.1. PROVISIONS DURING BENEFICIARY'S LIFETIME--During the lifetime of the Beneficiary, the Trustee may distribute from the principal or income, or both, of this Trust, such amounts that the Trustee, in Trustee's sole and unfettered discretion, may from time to time deem reasonable or advisable. Any income of the Trust not so distributed shall be added annually to principal.

2.2. DISTRIBUTIONS AFTER BENEFICIARY'S DEATH

2.2.1. Reimbursement for Medical Assistance--Any assets remaining in the Trust on the death of the Beneficiary shall first be used to reimburse the Department of Human Services of the State of Tennessee for medical assistance paid on behalf of the Beneficiary during the lifetime of the Beneficiary, as consistent with federal and state law. Assets remaining in the Trust after such reimbursement shall be distributed as set forth in 2.2.2 below.

2.2.2. Distribution of Remaining Trust Estate--On the death of the Beneficiary, Trustee shall distribute the remaining Trust Estate to such persons in such amounts and on such terms, Trusts, and conditions as the Beneficiary shall appoint under the terms of his Last Will and Testament, making specific reference to this power. In the event the Beneficiary has not validly exercised this power to appoint by Will, the remaining Trust Estate shall be distributed to Beneficiary's issue per stirpes or, in default of such issue, then to those persons who would be the heirs of the Beneficiary had he died intestate. The distribution of Trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates of the State of Tennessee as such laws are in effect at the time of any distribution under this Section 2.2.

2.3. AGE REQUIREMENT--With regard to those Beneficiaries specified in Section 2.2.2, if any one of these Beneficiaries is under the age of twenty-one years or is, in the opinion of Trustee, under any disability that renders such Beneficiary unable to administer distributions properly when the distribution is to be made, Trustee shall continue to hold such Beneficiary's share as a custodian and manage such share pursuant to the Uniform Transfers to Minors Act until he or she reaches the age of twenty-one years or overcomes the disability, when Trustee shall distribute such Beneficiary's share to him or her. On the death of such Beneficiary before that time, Trustee shall distribute the Trust, including any accrued and undistributed income, to the estate of such Beneficiary.

2.4. DISTRIBUTION PROVISIONS--In making distributions from this Trust, the Trustee is authorized to consider, in the Trustee's sole discretion, the reasonableness or advisability of making distributions in satisfaction of the Beneficiary's special needs. As used in this instrument, "special needs" refers to the requisites for maintaining the Beneficiary's good health, safety, and welfare when, in the discretion of the Trustee, such requisites are not being provided by any government agency, office, or department; any nonprofit organization; or any other public or private source. Although the Trustee is authorized to consider these other sources and, where appropriate and to the extent possible, endeavor to maximize the collection of such benefits and to facilitate distribution of such benefits for the benefit of the Beneficiary, the Trustee may also, in the exercise of the Trustee's discretion, disregard these other sources when making distributions to or for the benefit of the Beneficiary. Distributions may be made from the Trust Estate without securing prior court approval.

2.5. LIMITATION ON USE OF TRUST--The purpose of this trust is to provide for the extra and supplemental care, maintenance, support and education of beneficiary in addition to the benefits the beneficiary otherwise receives as a result of the beneficiary's handicap or disability from each local, state or federal government or from each private agency which provides services or

benefits to handicapped persons. This trust cannot be used to pay for or reimburse the cost of a beneficiary's care provided by governmental or private agency, which provides services or benefits to handicapped persons. This trust cannot be used to pay for or reimburse the cost of a beneficiary's care provided by governmental or private funds which care would be available if the beneficiary had no assets.

In exercising the discretion given the trustee to make distributions of income or principal to or for the benefit of the beneficiary, the trustee shall distribute only so much of the income or principal as would not interfere with, prevent or reduce payment of other funds from governmental or other sources for the beneficiary. If the trustee is authorized to make payments of income or any other person whose income or assets would be deemed to be income or assets of the beneficiary, the trustee shall distribute only so much of the income or principal as would not interfere with, prevent or reduce payment of other funds from governmental or other sources for the beneficiary.

The Trustee should bear the human dignity of {{BORUM}}in mind when making distributions from the Trust while simultaneously considering that the Trust is not to be invaded by creditors, subjected to any liens or encumbrances, or administered in such a way as to cause public benefits to be not initiated or to be terminated.

To the extent reasonable or advisable, the Trustee may deplete the Trust corpus prior to the Beneficiary's death, thereby giving preference to the interests of the Beneficiary while simultaneously considering the interests of the remainder Beneficiary or Beneficiaries. In considering the interests of the remainder Beneficiary or Beneficiaries, the Trustee is admonished to refrain from distributing property of the Trust to or on behalf of the Beneficiary that will then be retitled in the name of the Beneficiary. The Trustee shall hold title to all property comprising the Trust even when that property is distributed to the Beneficiary for his or her use. The Trustee may liquidate property of the Trust at any time, and such property need not be held in the name of the Beneficiary.

No part of the Trust shall be used to supplant or replace benefits due from any insurance carrier under any insurance policy covering the Beneficiary.

Prior to the death of the Beneficiary, the Trustee shall give special consideration to paying any outstanding expenses of administration related to the Trust, including reasonable attorneys' fees, and should further consider purchasing a reasonable burial plan to pay expenses relating to the funeral of the Beneficiary.

It is the intention that the Trustee provide income in-kind from this Trust, including in-kind support and maintenance, if such distributions are necessary in the sole discretion of the Trustee.

2.6. PUBLIC-ASSISTANCE PROGRAMS--The Trustee shall not, in any event, be responsible to identify programs or resources that may be available to the beneficiary because of his disabilitiites. The Court recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws and regulations pertaining to government benefits and the Court agrees that the trustee will not in any event be liable for any loss of benefits as long as the Trustee acts in good faith. However, The Trustee may, in the exercise of the Trustee's best judgment and fiduciary duty, seek support and maintenance for the Beneficiary from all available public resources. The Trustee shall take into consideration the applicable resource and income limitations of any

public-assistance program for which the Beneficiary is eligible. The Trustee is hereby granted full and complete discretion to initiate the process of rendering the Beneficiary eligible for any such program of public benefit and is hereby granted full and complete discretion to initiate either administrative or judicial proceedings, or both, for the purpose of determining eligibility. All costs relating thereto, including reasonable attorneys' fees, shall be a proper charge to the Trust. It is the intention of the Grantor that no part of the corpus of the Trust created herein shall be used to supplant or replace public-assistance benefits of any county, state, federal, or other government agency that has a legal responsibility to persons with disabilities that are the same or similar to those the Beneficiary may be experiencing. For purposes of determining the Beneficiary's public-assistance eligibility, no part of the principal or undistributed income of the Trust shall be considered available to the Beneficiary. The Beneficiary does not have the power to assign, encumber, direct, distribute, or authorize distributions from this Trust.

In the event the Trustee is required to release principal or income of the Trust to or on behalf of the Beneficiary to pay for benefits or services that such public assistance is otherwise authorized to provide were it not for the existence of this Trust, or in the event the Trustee is requested to petition the court or any other administrative agency for the release of Trust principal or income for this purpose, the Trustee is authorized to deny such request and is authorized, in the Trustee's discretion, to take whatever administrative or judicial steps may be necessary to continue the public-assistance program eligibility of the Beneficiary, including obtaining instructions from a court of competent jurisdiction ruling that the Trust corpus is not available for the Beneficiary for such eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorneys' fees, shall be a proper charge to the Trust. No Trustee shall be liable for any loss of Trust assets, except for any loss caused by the Trustee's bad faith, wanton conduct, or negligence.

SECTION 3. NOTICE

3.1. NOTIFICATION TO STATE ON DEATH OF BENEFICIARY--The Trustee shall notify the appropriate Social Services district that has provided medical assistance to the Beneficiary of the death of the Beneficiary, and the Trustee shall verify a detailed claims report of the total medical assistance provided to the Beneficiary during the Beneficiary's lifetime. The Trustee shall then satisfy such claim prior to making any other distribution, in accordance with federal and state law.

SECTION 4. FIDUCIARY PROVISIONS

4.1. DEATH, DISABILITY, OR RESIGNATION OF ORIGINAL TRUSTEE—If Trustee ceased to serve for any reason, then MARCIA WEST shall serve as Successor Trustee. If the Successor Trustee ceases to serve for any reason, the Court shall appoint a replacement Successor Trustee.

No fiduciary need examine the accounts, records, and acts of any previous fiduciary or any allocation of the Trust Estate nor be responsible for any act

or omission to act on the part of any previous fiduciary.

4.2. RESIGNATION OF TRUSTEE

4.2.1. Right of Trustee. The Trustee and any Successor Trustee or shall have the right to resign, by duly acknowledged written instrument delivered to the court and to adult income beneficiaries.

4.2.2. Power of Successor Trustee --Any Successor Trustee shall have the rights, powers, privileges, discretions, and duties conferred on or vested in my Trustee by the provisions of this Agreement.

4.2.3. Nomination of Successor Trustee --If a vacancy occurs in the office of Trustee the Court shall have the right, power, and authority to designate a Successor Trustee.

4.3. COMPENSATION

Compensation of Trustee--The Trustee shall be entitled to receive reasonable compensation for services rendered and to reimbursement for all reasonable expenses.

4.4. POWERS OF TRUSTEE

4.4.1. General Powers--The Trustee shall have all powers, authorities, and discretions granted by common law or statute under Tennessee law, and under any rule of court, so as to confer the broadest possible powers available. In addition, the Trustee is expressly authorized and empowered, in the Trustee's sole and absolute discretion, to exercise the powers set forth below.

4.4.1.1. Non-Income-Producing Property--Trustee may invest in non-income-producing assets and may invest in housing owned jointly or solely by the Trust.

4.4.1.2. Investments--The Trustee may invest and reinvest in such stocks, bonds, or other property, real or personal, including the purchase or sale of private annuities, life estates, and remainder interests, options on securities, and uninsured money market funds, as the Trustee may consider advisable or proper, without application to or the approval of any court and without being restricted as to the character of any investment of Trust funds.

4.4.1.3. Nominee Named--The Trustee may hold investments in the name of a nominee.

4.4.1.4. Distribution in Cash or in Kind--The Trustee may make distribution of the assets of the Trust in money or in kind, or partly in money and partly in kind, and the judgment and any determination of the Trustee in connection therewith, including values assigned to various assets and decisions to make non-pro rata distributions in kind, shall be binding and conclusive on all persons interested therein.

4.4.1.5. Retain Property--The Trustee may retain any property (whether or not income-producing) that may be transferred to the Trust until such time as the Trustee may deem it desirable to dispose thereof. However, the Trustee may not distribute income-producing property to the Beneficiary.

4.4.1.6. Borrow Money--The Trustee may borrow money, with the payment of no interest or such interest as is deemed appropriate by the Trustee, for any purpose connected with the protection, preservation, or improvement of the Trust, or the enhancement of the benefits to the beneficiaries hereof, and may create one or more mortgages on, or pledges of, any part or all of the property held by the Trustee, whenever the Trustee shall

deem the same advisable.

4.4.1.7. Compromise Claims--The Trustee may pay, compromise, or adjust any claims of the Trust against others or of others against the Trust, as the Trustee shall deem advisable.

4.4.1.8. Execute Instruments--The Trustee may execute, acknowledge, and deliver any and all instruments in writing that the Trustee may deem advisable to carry out any of the foregoing powers. No party to any such instrument in writing signed by the Trustee shall be bound to see to the application by the Trustee of any property paid or delivered pursuant to the terms of such instrument.

4.4.1.9. Professional Care Manager--The Trustee may retain the services of a Professional Care Manager to assist in providing the required care for Beneficiary. The purpose of the Care Manager would be to coordinate other agencies or professionals or home health aides or personal-care providers or homemakers or any other services that the Care Manager and my Trustee feel are in the best interests of Beneficiary. The primary purpose of this Trust is to provide funds to be spent on behalf of the Beneficiary. It is the intention to benefit the Beneficiary to the fullest extent possible, rather than the remaindermen. The Trustee shall pay all costs in connection with the Care Manager.

4.4.1.10. Life Insurance--The Trustee may acquire, take out, carry and maintain policies of insurance of the life of any person that the beneficiary has an insurable interest, provided that the policies of insurance are owned by the Trust and that the proceeds of insurance are payable to the Trust.

4.4.2. Limitations--Notwithstanding any of the powers conferred on Trustee, no individual acting as Trustee hereunder shall exercise or join in the exercise of discretionary powers over income, principal, or termination of any Trust (1) for his or her own benefit or (2) to discharge his or her legal obligation to support any Beneficiary.

4.4.3. Residence--The Trustee may acquire, hold, and maintain any residence (whether held as real property, condominium, or cooperative apartment) for investment or for the use and benefit of any Beneficiary of this trust, as the Trustee, in the exercise of sole and absolute discretion, shall determine. If the Trustee, in the exercise of sole and absolute discretion, shall determine that it would be in the best interests of the Beneficiary of any trust to maintain a residence for the use of any Beneficiary but that the residence owned by the Trustee should not be used for such purposes, the Trustee shall be authorized to sell said residence and to apply the net proceeds of sale to the purchase of such other residence or residences or to make such other arrangements as the Trustee, in the exercise of sole and absolute discretion, shall deem suitable for the purposes. Any proceeds of sale not needed for reinvestment in a residence as provided above are to be added to the principal of the trust and thereafter held, administered, and disposed of as a part thereof--to pay all carrying charges of such residence, including but not limited to any taxes, assessments, and maintenance thereon; all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the maintenance of a household for the benefit of any Beneficiary of the trust; and such amounts as the Trustee, in the exercise of sole and absolute discretion, shall determine to be necessary to maintain the current life style of any Beneficiary, including, but not limited to, provision for the personal care and comfort of any Beneficiary

in any manner whatsoever. The Trustee may also pay, from the income of the Trust, each amount needed to pay any purchase price, maintenance or repair expense, operating expense, insurance or other similar expense for the vehicle used to transport the beneficiary to and from medical treatment. If permissible, the amounts so paid shall not be treated as distribution to the beneficiary but shall be treated as administrative expenses of the Trust and reporting accordingly for income tax purposes.

4.4.4. Elections--The Trustee may make such elections under the tax laws as the Trustee, in the exercise of sole and absolute discretion, may determine to be appropriate, regardless of the effect thereof on any interests in any trust created under this Agreement, and to determine whether or not any adjustment of such interests shall be made by reason of any such election.

4.5. BOND --The original Trustee and any successor Trustee shall be required to give bond or furnish sureties in the amount of _____ dollars($_____).

SECTION 5. TAX AND ADMINISTRATIVE PROVISIONS

5.1. INCOME TAX

5.1.1. Payment--The Trustee hereunder shall pay any income tax liability of the Beneficiary that results from income received by the Trust but properly reported on the income tax return of the Beneficiary or any other income tax liability of the beneficiary. The funds used to pay any such income tax liability shall be paid directly to the appropriate tax authority and shall not be available to the Beneficiary. The Beneficiary shall not have any right to or interest in any such funds paid by the Trustee. Any such funds are not a resource of the Beneficiary and, for purposes of Medicaid qualification, should not be treated as a distribution of income.

5.1.2. Refund--In the event of a tax refund, any amount refunded shall be paid directly to the Trustee to the extent such refund is attributable to amounts previously paid by the Trustee if physically possible for the Trustee to collect the refund. For purposes of determining whether an amount is attributable to such prior payments, any refund (including interest thereon) shall be attributed to amounts previously paid by the Trustee to the extent that the Trustee made any tax payment for the relevant tax year that has not been previously refunded. For purposes of determining whether an amount previously paid has been previously refunded, any interest included as part of a refund shall not be used to offset a previous payment by the Trustee.

5.1.3. Power of Attorney--The Beneficiary or his or her conservator shall execute any letters, powers of attorney, or other documents required or requested by the taxing authority in order to allow payment of any refund to the Trustee. In the event that any tax refund attributable in whole or part to a prior payment by the Trustee is paid directly to the Beneficiary or his or her conservator or other representative, the recipient of such refund or part thereof shall have no interest in or right to such refund or part thereof and shall hold the amount that is attributable to a prior payment by the Trustee as an agent of and for the Trustee and shall immediately turn over such amount to the Trustee.

5.1.4. Death-Tax Clause--All estate, inheritance, and other death

taxes, including any interest and penalties with respect to those taxes not caused by negligent delay, payable to any federal, state, or foreign taxing authority, imposed with respect to all property comprising the gross estate, whether or not such property passes under this Trust, shall be paid out of the principal of my residuary trust estate.

5.2. PROTECTIVE PROVISION--All principal and income, until actual distribution to the Beneficiary, shall be free of debts, contracts, alienations, and anticipations of any beneficiary, and the same shall not be liable to any levy, attachment, execution, or sequestration while in the possession of my Trustee.

5.3. DISABILITY PROVISION--Unless otherwise provided for herein, any income or principal payable to any beneficiary named in Section 2.2. who, in the opinion of the Trustee, is mentally or physically disabled, shall be held in a separate trust by the Trustee during such disability, unless the trust share is sooner terminated as otherwise provided herein. Income may be accumulated and income and principal may be expended for the health, maintenance, support, and education of the Beneficiary as the Trustee, in the Trustee's sole discretion, may determine. The Trustee may apply the same directly, without the intervention of a guardian, or pay the same to any person having the care or control of said beneficiary or with whom the Beneficiary resides, without duty on the part of the Trustee to supervise or inquire into the application of such funds. The balance of such income and principal shall be paid to the Beneficiary when the disability ceases or to the Beneficiary's estate in the event of death prior thereto.

5.4 ACCOUNTINGS-- The Trustee shall render an account of the administration of the trust to the then-living adult income beneficiaries and adult remainderman on request by any adult income beneficiary or adult remainderman, and the approval thereof by the living adult beneficiaries and living adult remainderman shall be conclusively binding on all parties in interest under this Agreement. The aforementioned adult beneficiaries or adult remainderman, as the case may be, shall be conclusively presumed to have approved each such account unless he, she, or they file written exceptions thereto with my Trustee within thirty (30) days after the receipt of each account. The records of the Trust shall be opened at all reasonable times to the inspection of the beneficiaries of the Trust and their appointed representatives. The requirements of T.C.A. section 35-50-119 (b) are waived.

5.4. REPORTS OF TRUSTEE. The Trustee is not required to make annual reports to the court unless specifically required by the Court Order. The Trustee is to render annually, to each income beneficiary of the Trust estate, or to the natural or legal guardian of the beneficiary, full statements showing all items of income, receipts, expenses, and disbursement and a schedule of all assets and liabilities of the Trust estate.

5.6. GOVERNMENT-BENEFITS ADVISERS--The Trustee shall have the power to retain legal and professional assistance in administering this Trust and fulfilling its purposes. In particular, in making a determination whether to distribute income or principal to or for a beneficiary under the provisions of this Trust, Trustee may engage a professional adviser, knowledgeable on the subject of the availability of funds or benefits from government or other sources on account of a beneficiary's mental or physical disability or

handicap, to advise Trustee concerning the availability of such funds or benefits. Trustee shall be entitled to rely on the advice and information obtained from such adviser and shall not be liable for any act or omission on the part of the Trustee attributable thereto.

The reasonable costs and expenses of administering the Trust, including the retention of legal and professional assistance, shall be paid first out of the Trust's income and then out of principal.

5.7. IRREVOCABILITY

5.7.1. No Retained Powers--The Beneficiary shall have no right or power, whether alone or in conjunction with others, in whatever capacity (1) to alter, amend, revoke, or terminate this Trust or any of the terms of this Agreement, in whole or in part; (2) to designate the persons who shall possess or enjoy the Trust property and the income therefrom; or (3) to exercise any of the incidents of ownership in any property transferred to the Trust.

5.7.2. Court Retains Jurisdiction--Notwithstanding the provisions of Section 5.7.1., the General Sessions Court for Rutherford County at Murfreesboro retains the jurisdiction to, and may, alter or amend this Trust either on its own motion, the motion of a Trustee, or the motion of any Beneficiary (or such Beneficiary's legal representative) who is then presently eligible to receive distributions from the Trust. No contingent Beneficiary not presently vested in the Trust Estate shall have standing to Petition the court to alter or amend this Trust. To the extent possible, amendments should conform with any regulations that are approved by any governing body or agency relating to 42 USC § 1396(p) or related statutes, including state statutes that are consistent with provisions and purposes of the Omnibus Budget Reconciliation Act of 1993 (OBRA-93) and the amendments to such Act.

5.8. SITUS AND ADDITIONAL PROPERTY

5.8.1 Original Situs--Questions pertaining to the validity, construction, and administration of this Trust shall be determined in accordance with the law of the State of Tennessee.

5.8.2 Changing the Trust Situs--After the death of the Beneficiary, the situs of any trust established herein may be changed by the unanimous consent of all the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this Trust.

If such consent is obtained, the beneficiaries shall notify the Trustee in writing of such change of trust situs and, if necessary, designate a successor Trustee in the new situs.

5.8.3. Additional Property--Any additional property added to this Trust shall be held, administered, and distributed in accordance with all the terms and provisions of this instrument.

5.9. DEFINITIONS

5.9.1. Per Stirpes Distributions--Unless otherwise specifically provided, all distributions are to be made to a person's descendants, per stirpes:

The distributable assets are to be divided into as many shares as there are then-living children of such deceased person and deceased children of such deceased person who left then-living descendants.

Each then-living child shall receive one (1) share, and the share of each deceased child shall be divided among such child's then-living descendants in

the same manner.

5.9.2. Descendants--The "descendants of a person" means all of that person's lineal descendants of all generations. The relationship of parent and child at each generation shall be determined by the definition of parent and child contained under Tennessee law.

A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation.

An adopted person, and all persons who are the descendants by blood or by legal adoption of an adopted person, shall be considered descendants of the adopting parents as well as descendants of the adopting parent's ancestors.

5.9.3. Disability--A beneficiary under this Trust is disabled or under a disability when he or she is under the age of eighteen (18) years and not emancipated or if, in the judgment of my fiduciary, the beneficiary is unable to manage his or her property and affairs for reasons such as mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, or disappearance. If any court of competent jurisdiction has declared a beneficiary to be disabled or under a disability, my fiduciary shall be bound by that determination as long as that determination is in effect.

5.9.4. Education--As used in this Trust, "education" shall include:

5.9.4.1. College--Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

5.9.4.2. Vocational--Any course of study or instruction at any institution for specialized, vocational, or professional training.

5.9.4.3. General--Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

5.9.4.4. Course of Study--Any course of study or instruction that may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

5.9.4.5. Types of Distributions--Distributions for education may include tuition, fees, books, supplies, living expenses, travel, and spending money to the extent such education expenses are reasonable.

5.9.5. Trustee--Any reference to my "Trustee" shall include the singular or plural and the masculine, feminine, or neuter and is intended to refer to such person or persons serving as my Trustee, including my original Trustee or any successor Trustee, whether such Trustee shall be an individual or a corporation.

5.9.6. Other Definitions--Except as otherwise provided in this Trust, terms shall be as defined in the Tennessee law as amended after the date of this Trust.

5.10. CONTEST CLAUSE--If any beneficiary shall in any manner, directly or indirectly, attempt to contest or oppose the validity of this Trust, including any codicils thereto, or commence or prosecute any legal proceedings to set aside this Trust, such beneficiary shall forfeit his or her share and cease to have any right or interest in the trust property. Such beneficiary's share shall be distributed as if the contesting beneficiary predeceased me without any living descendants.

The Trustee is authorized to defend, at the expense of the trust property, any contest or other attack of any nature on this Trust or any of its provisions.

IN WITNESS WHEREOF, the Seventh Circuit Court of Davidson County, Tennessee (Probate Division) as Grantor, and Larry K. Borum, as Trustee, have signed this Trust Agreement on the day and year first above written.

JUDGE,
Seventh Circuit Court of Davidson County,
Tennessee (Probate Division).

ACCEPTED:

Larry K. Borum, Trustee

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

BEFORE ME, the undersigned authority, personally appeared _____, personally known to me or proved to me, on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged that such person executed the same as Trustee.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

RICHARD R. ROOKER CIRCUIT COURT CLERK

RICHARD R. ROOKER

I hereby certify that this is a true copy of original instrument filed in my office this 2nd day of Sept 20 04
RICHARD R. ROOKER, CLERK
By _____ Deputy Clerk

N0019001 9908238051206

TENNESSEE DEPARTMENT OF REVENUE

Inheritance Tax Closing Letter (This is not a bill for tax due)

December 9, 2005

ESTATE OF HAROLD K BORUM
ATTN: ANNA G EVERTON
4525 HARDING PIKE STE 323
NASHVILLE TN 37205-2119

Account Type:	INHERIT TX
Account No.:	440935179
Date of Death:	February 15, 2004
County:	DAVIDSON
Social Security No.:	[redacted]-1318

A sworn return for inheritance tax has been filed with this department by the representative of the above estate.

As provided in Section 67-8-420, Tennessee Code Annotated, this receipt or certificate authorizes the court of the county in which such estate was administered to permit a final settlement or accounting by the estate representative.

The liability, as denoted in this closure letter, has been paid to the State of Tennessee. This is not a bill:

Inheritance Tax:	$0.00
Estate Tax:	$0.00
Interest:	$0.00
Penalty:	$0.00
Total:	$0.00

DETACH BELOW AND RETAIN FOR YOUR RECORDS

TENNESSEE DEPARTMENT OF REVENUE

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Exhibit B

RV-N0019001