BILL GARRETT, Davidson County
Trans:T20110070418 DEEDWARR
Recvd: 11/08/11 09:29 19 pgs
Fees:97.00 Taxes:0.00
20111108-0087164

This instrument prepared by and
please return to:
Edward D. Russell
Loeb & Loeb, LLP
1906 Acklen Avenue
Nashville, TN 37212

Maximum principal indebtedness for Tennessee recording tax purposes is $0.

CORRECTION AMENDMENT TO WARRANTY DEED

This Correction Amendment to Warranty Deed ("Amendment") is executed by Robert L. Karger ("Successor Trustee/Grantor").

Reference is made to that certain Warranty Deed to Joshua N. Sander, recorded September 19, 2005 as Instrument No. 20050919-0112530 with the Davidson County Register of Deeds, Tennessee.

The purpose of this Amendment is clarify that Robert L. Karger, by the attached Letters Testamentary, entered with the Seventh Circuit Court of Davidson County on August 6, 2004, had the authority to convey the subject real property conveyed in the above-described Warranty Deed, that property being commonly known as 3880 Priest Lake Drive, Unit 14, Nashville, Davidson County, Tennessee, 1766 Corby Bridge, Chuckey, Washington County, Tennessee, and described as follows:

> A certain condominium apartment in Davidson County, Tennessee, being Townhouse No. 14, Building No. 19, in a Horizontal Property Regime located on the plat of Priest Lake Park Condominium Townhouses, Phase I, as of record in Book 4460, Page 88, Register's office for said County, to which reference is hereby made.
>
> Being the same property conveyed to Joshua N. Sanders from Robert L. Karger, Successor Trustee, U/A/D 8-5-2002 of The Patricia Dundee Revocable and Living Trust Agreement, by Warranty Deed dated September 1, 2005, of record as Instrument No. 20050919-0112530 in the Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to Patricia Dundee, Trustee and any Successor Trustee U/A/D 8-5-2002 of The Patricia Dundee Revocable and Living Trust Agreement, by deed of record in Instrument No. 20020813-0098057 Register's Office for Davidson County, Tennessee. The said Patricia Dundee having since died and Robert L. Karger being the Successor Trustee.
>
> Map & Parcel Nos.: 136-3A-98

Robert L. Karger
Successor Trustee

STATE OF MASSACHUSETTS
COUNTY OF Dukes County

Personally appeared before me, Robert L. Karger, a Notary Public of the state and county aforesaid, Robert L. Karger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who under oath acknowledged that they each executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 5th day of October, 2011.

Notary Public
My Commission Expires:
6-18-2015.



Name and Address of Owner:

Joshua Sanders, 3880 Priest Lake Drive, Unit 14, Nashville, TN 37217

Send Tax Bills to:

Countrywide Home Loans, 3011 Armory Drive, Nashville, TN 37204

Map-Parcel Nos.: 136-3A-98

The actual consideration or value, whichever is greater, for this transfer is $0.

Edward D. Russell

SUBSCRIBED AND SWORN TO ME, THIS THE 26TH DAY OF OCTOBER, 2011.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-5-14

AMBER D. STEVENS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES NOVEMBER 5, 2014

SEVENTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

LETTERS TESTAMENTARY

04P982

To ROBERT L. KARGER :

It appearing to the Court that PATRICIA JANE DUNDEE has died leaving a written will, in which you are appointed Executor, which has been duly approved by the Court; and you having been qualified according to law, and it having been ordered by said Court that Letters Testamentary issue to you.

These are, therefore, to empower you, the said ROBERT L. KARGER to enter upon the execution of said will, and take into your possession all of the property, and to make, within sixty days from this date, a perfect inventory thereof, and make due collection for all debts, and after paying all the just demands against the Testator, and settling up the business according to law, you will pay over and deliver the property and effects that may remain in your hands, and do all other things that may be required, according to the provisions of the said will and the laws of the land.

Witness, Richard R. Rooker, Clerk of the Probate Court, at office, this August 06, 2004 and 225th year of American Independence.

Richard R. Rooker, Clerk

D.C.

STATE OF TENNESSEE
DAVIDSON COUNTY

I, Richard R. Rooker, Clerk of the Probate Court of said County, do hereby certify that the foregoing is a true and perfect copy of LETTERS TESTAMENTARY, issued to ROBERT L. KARGER, Executor of the estate of PATRICIA JANE DUNDEE deceased, and I do further certify that ROBERT L. KARGER is still acting Executor of the estate of PATRICIA JANE DUNDEE, and acts as such are entitled to full faith and credit, as appears from the records in my office at Nashville, Tennessee.

Witness my hand and official seal, at this office, this the 6 day of August, 20 04.

Richard R. Rooker, Clerk

D.C.

This

REVOCABLE LIVING TRUST

was prepared for

Patricia Dundee

by

Jon L. Setzer
Attorney at Law

Suite 505, Cavalier Bldg.
95 White Bridge Road
Nashville, Tennessee 37205

Telephone: (615) 356-8070

THE PATRICIA DUNDEE
REVOCABLE LIVING TRUST AGREEMENT

This Trust Agreement is executed AUG 0 5 2002, in Nashville, Davidson County, Tennessee, by and between Patricia Dundee, hereinafter called the "Trustor", and Patricia Dundee, hereinafter called the "Trustee".

ARTICLE I: Assignment and Designation of Property

The Trustor hereby assigns, transfers, conveys, and delivers to the trust all of the Trustor's right, title, and interest in and to all of the Trustor's property, wherever situated, whether personal or real, tangible or intangible, separate or community, and whether now owned or hereafter acquired, except for (1) life insurance policies insuring the Trustor and (2) any property which would result in the recognition of income upon such transfer, such as qualified retirement and/or tax deferred accounts.

All property transferred to the trust and not disclaimed by the Trustee shall be held, administered and distributed pursuant to the terms of this trust agreement. All assets titled in the Trustor's name or in the name of the Trustee or Trustees shall be considered as part of the trust to the same extent as if record title had been transferred to the trust.

Additional property of all kinds may be transferred to the trust by the Trustor or by any other person in any manner and at any time, including by testamentary transfer. It is understood that the Trustee or Trustees shall be responsible only for that property which actually comes into said Trustee or Trustee's possession and control.

In the event the Trustor owns community property, or acquires such property in a community property state subsequent to the execution of this Trust Agreement, the following provisions will control said property:

> Community property held by the Trustor, either as trust property or individually, shall remain community property during the life of the Trustor. A transfer of community property to this trust by deed or otherwise shall not destroy the nature of the community property by way of partition or otherwise unless the Trustor agrees to such in writing. Any community property withdrawn from the trust shall, unless otherwise indicated, retain its character as community property. Likewise, on revocation of this Trust Agreement, any community property held in the trust shall be reconveyed to the Trustor as community property. Any and all income from community property shall retain its community character. Any Trustee of this trust shall have only that power over community property that the Trustor would have if said property were free of the trust.

The term "Trustee" used throughout this Agreement refers to the single Trustee, multiple Trustees, Successor Trustee, Successor Trustees, and Co-Successor Trustees who at any time may be appointed and are acting in a fiduciary capacity under the terms of this Agreement.

The Trust Estate shall be held in accordance with the following provisions:

ARTICLE II: Trust Amendment And Revocation

At any time or times during the life of the Trustor, by an instrument in writing, signed by the Trustor and delivered to the Trustee, Trustor may:

A. Amend, alter, modify or change this Trust Agreement in any manner;

B. Change the Successor Trustees;

C. Withdraw any part or all of the properties contained in the Trust;

D. Revoke or terminate this Trust Agreement in part or in whole, in which latter event any and all Trust properties shall forthwith revert to Trustor as the Trustor's own property free of Trust.

E. However, after the death of the Trustor, this Trust Agreement will become irrevocable.

ARTICLE III: Members of Trustor's Family

As of the date of this Agreement, the Trustor's immediate family consists of:

Daughter: Diane Sullivan, currently residing in Antioch, Tennessee.

ARTICLE IV: Administration During The Lifetime Of The Trustor

A. During the lifetime of the Trustor, the Trustee shall pay all of the net income, if any, to the Trustor, in convenient installments at least as often as annually. In addition, the Trustee shall pay to the Trustor, from the principal of the Trust, so much as the Trustee deems necessary for the health, education, maintenance and support of the Trustor in the Trustor's accustomed manner of living, or for any other reason subject to the needs and desires of the Trustor.

B. During any period of the Trustor's lifetime in which it is for any reason inconvenient, inadvisable, or impossible for Trustor to act in the Trustor's own behalf with respect to this Trust, the distribution required in paragraph A., above, shall terminate, and the Successor Trustee shall distribute from time to time:

1. For the health, education, maintenance, and support of the Trustor in the Trustor's previously accustomed manner of living;

2. For the discharge of any obligation which, in such Trustee's opinion, is legally enforceable against the Trustor;

3. For any other purpose or purposes which such Trustee believes to be directly beneficial to Trustor, so much of the assets then contained in this Trust, even to the exhaustion thereof, as such Trustee deems necessary or advisable.

ARTICLE V: Incapacity Of Trustor

During any period of time when the Trustor is disabled as defined herein, the Trustee shall distribute the disabled Trustor's trust property, including income, exclusively for the following beneficiaries and in accordance with the following procedural guidelines:

A. "Disability" for the purposes of this Agreement, shall be defined as follows:

1. A court order, which the Trustee deems to be jurisdictionally proper and still currently applicable, holding a Trustor to be legally incapacitated to act in his or her own behalf, and appointing a guardian or conservator to act for him or her, or

2. Duly signed, written certificates of at least two licensed physicians, such certificates certifying that such physician has examined the Trustor and has concluded that by reason of accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other similar cause, the Trustor had at the date thereof become incapacitated to act rationally and prudently in his or her own financial best interests. Said "certificates" can be in simple letter form on the physicians' letterhead stationary. The Trustee hereunder shall be under no duty to institute any examination into a Trustor's possible incapacity, but any such examination reasonably instituted shall be deemed made at the Trustor's request, with waiver by the Trustor of all provisions of law relating to disclosure of confidential medical information needed in connection therewith, and the expenses thereof may be paid from Trust assets. Any physicians' aforesaid certificates may be revoked by similar certificates to the effect that the Trustor is no longer thus incapacitated, executed either (1) by the originally certifying physicians, or (2) by two other licensed physicians. The Trustor hereby waives the physician-patient privilege to the extent necessary to enable the Trustor's physicians to make such written certifications contemplated by this Article, and to disclose and deliver such certifications to the

Trustee of this Trust. The Trustor encourages the physicians to be liberal in issuing such certifications for the Trustor's own protection.

3. Further, the Trustor shall be deemed to be disabled upon the unexplained disappearance or absence of the person for a period of thirty (30) days, or if the person is being detained under duress where the person is unable to effectively manage his or her property or financial affairs. In the event the Trustor not been seen or heard of for a period of two (2) years, the Trustor shall be presumed dead for the purposes of this Trust.

B. The Trustee shall pay to or apply for the benefit of the disabled Trustor as much of the principal and net income of the disabled Trustor's trust property as is necessary or advisable, in the Trustee's discretion, for the health, education, maintenance and support of the disabled Trustor.

C. The Trustee shall distribute as much of the principal and net income of the disabled Trustor's trust property as the Trustee, in its discretion, deems advisable for the payment of any valid obligations of a disabled Trustor as confirmed by the Trustee.

D. It is the Trustor's intention that the Trustor continues to reside in the Trustor's home as long as feasibly possible. To this end, Trustor directs the Trustee to ensure, insofar as possible, that the Trustor is not placed in a nursing home or other life care facility unless two of the Trustor's attending physicians furnishes to the Trustee statements, in writing, that it is in the best interest of the Trustor to be placed in such nursing home or other life care facility for said Trustor's safety and well-being.

E. Further, the provisions contained in paragraph E (immediately above) to the contrary notwithstanding, the Trustor authorizes the Trustee to invade the principal of the Trust Estate in order to pay for the services of a companion to reside in the home with the Trustor to ensure, insofar as possible, that transfer to a nursing home or other life care facility is delayed as long as possible.

F. If income or discretionary amounts of principal become payable to a person who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee, unable properly to manage his or her affairs, then such income or principal shall be paid or expended in such of the following ways as the Trustee deems best:

1. To the beneficiary directly;

2. To the legally appointed guardian or conservator of the beneficiary;

3. By the Trustee directly for the benefit of the beneficiary;

4. To an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.

ARTICLE VI: Payment Of Trustor's Debts

Upon the Trustor's death, the Successor Trustee shall pay from the residue of the Trust Estate the Trustor's funeral expenses, costs of administration, and estate and inheritance taxes, if any, assessed by reason of the Trustor's death. The Successor Trustee may make payment directly or to the Trustor's Personal Representative. The Trustor hereby waives all rights of reimbursement to the Trustor's estate for any payments made pursuant to this article.

ARTICLE VII: Distribution Of Trust On Death Of Trustor

A. On the death of the Trustor, the Successor Trustee shall distribute the entire Trust, both income and principal, and all assets, real, personal and mixed property to the following beneficiaries in accordance with the following provisions:

1. Ten Thousand Dollars ($10,000.00 shall be distributed outright to the Nashville Humane Association (currently located at 112 Harding Place, Nashville, Tennessee 37205).

2. All the rest, residue and remainder of the Trust Estate shall be distributed outright and in equal shares to the following beneficiaries:

a. Habitat of Humanity International (currently located at 121 Habitat Street, Americus, Georgia 31709-3498) to be designated to the American Indian Initiative to be used to build homes within the United States.

b. St. Labre Indian School Educational Association (currently located at P.O. Box 216, Ashland, Montana 59003) to be used to provide post-secondary educational assistance to students in such manner that the governing body deems appropriate.

c. Best Friends Animal Sanctuary (currently located at 5001 Angel Canyon Drive, Kanab, Utah 84741-5001), to support its mission of providing humane care for animals.

B. In the event any of the above named charitable organizations no longer exists at the time of the Trustor's death, or is no longer a charitable organization, then in that event, the Successor Trustee shall distribute said beneficiary's portion of the Trust Estate outright to a charity of the Successor Trustee's choosing, within said Successor Trustee's discretion.

C. The Trustor directs that no distribution be made to the Trustor's daughter, Diane Sullivan, as she has received her inheritance during the Trustor's lifetime.

D. The Trustor directs the Successor Trustee to ensure that the Trustor's remains are cremated. Further, the Trustor desires that no funeral service be held on the Trustor's behalf. However, the Successor Trustee is authorized to hold a memorial party in the Trustor's honor, if the Successor Trustee so desires.

E. The Trustor may desire to insure that distributions of certain clothing, furniture, personal effects and other tangible personal property, be distributed by the Successor Trustee to specific beneficiaries. To this end, the Trustor may create an informal list of such items, designating the beneficiaries to receive said specific personal property. Said list will be kept with this Trust Agreement, but not made a part hereof, and the Successor Trustee is directed to follow the provisions contained in said list as closely as possible.

F. The Trust or trusts hereunder shall terminate upon the final distribution of trust assets to the beneficiaries as provided for herein.

ARTICLE VIII: The Rule Against Perpetuities

Unless sooner terminated by the express provisions of this Agreement, each trust created in this agreement shall terminate twenty-one (21) years after the death of the last survivor of the group composed of both the Trustor and those of the Trustor's descendants and beneficiaries of the trust then living at the time of the Trustor's death. At that time, the property held in trust shall be discharged of any further trust, and shall immediately vest in and be distributed to those persons entitled to receive or have the benefit of the income from the respective trust, irrespective of their then attained ages or degrees of mental competency. For purposes of distributions under this Article only, it shall be presumed that any person then entitled to receive any discretionary payments of the income of a separate trust is entitled to receive all of the income, and it shall be presumed that any class of persons entitled to receive discretionary payments of income is entitled to receive all of such income.

ARTICLE IX: Spendthrift Provisions

The interests of the beneficiaries in principal or income shall not be subject to the claims of any creditor, any spouse for alimony or support, or any others, or to any legal process, and may not be pledged, assigned, alienated or encumbered by the beneficiary for whom the same is intended, nor may such interests be subject to attachment, execution, garnishment, sequestration, or other seizure under any legal, equitable or other process.

ARTICLE X: Successor Trustee

A. The Trustor appoints Robert Karger (currently residing at 3715 Colonial Heritage Drive, Nashville, Tennessee 37217), to serve as Successor Trustee. In the event the Successor Trustee predeceases the Trustor, or dies while the Trust is under administration, or is unable or unwilling to serve for any reason, then in that event the Trustor appoints Melissa Faulkner (currently residing at 2601 Lakeland, Donelson, Tennessee 37214), to serve as First Alternate Successor Trustee. The Trustor, while alive and competent, may, during life, appoint the Successor Trustee(s) to serve in place of the Trustor. Such appointment must be in writing signed by said Trustor. Said writing may be informal and handwritten without witnesses or notarizing. In the event said appointment is reduced to a typewritten or computer generated form signed by the Trustor, it must be witnessed and notarized under the laws of the state in which the Trustor resides.

B. No person dealing with the Trustee or any Successor Trustee shall be obligated to inquire as to the powers of such Trustee, or to see to the application of any money or property delivered to such Trustee. Such Trustee shall not be required to obtain authority from or approval of any court in the exercise of any power conferred upon him hereunder.

C. Any fiduciary appointed under this Trust Agreement is excused from having to post bond in any jurisdiction for any reason.

D. Unless otherwise noted in this Agreement under the Article titled "Powers of Trustees", all Successor Trustees shall have all the powers given the original Trustees. Any Successor Trustee shall not be liable for any act or omission of any predecessor, and any Successor Trustee may accept property received without a prior accounting, and without incurring any liability for doing so.

E. In the event there is more than one Successor Trustee appointed herein, then in that event the following provisions will apply:

1. If there is an odd number of Successor Trustees, the decision of a majority shall control.
2. If there is an even number of Successor Trustees, the decision of a majority shall likewise control unless there are only two, in which case the concurrence of both Trustees shall be required in all matters. However, either of the two Successor Trustees may decline to serve and designate the other to serve as sole Successor Trustee.
3. Any Successor Trustee may designate any one or more of themselves to sign checks and/or make deposits on behalf of the Trust.

ARTICLE XI: Powers Of Trustees

Unless otherwise shown, all Trustees and Successor Trustees shall have the continuing power to deal with any property, real personal or mixed, held in the Trust, independently, and without the prior or subsequent approval of any court or judicial authority, and no person dealing with the Successor Trustee shall be required to inquire into the propriety of his acts. Without in any way limiting the generality of the foregoing, the Trustees shall have the following specific powers and authority and shall be limited in the exercise thereof only to the extent shown:

A. To sell, exchange, assign, transfer and convey any security or property, real or personal, held in the Trust, at public or private sale, at such time and price and upon such terms and conditions (including credit) as the Trustee may determine.

B. The Trustee is empowered and specifically authorized to invest and reinvest trust funds, including the right to buy, sell and deal in stocks, bonds, limited partnerships, U. S. Government Securities, all forms of managed accounts, mortgages, notes, mutual funds or other property of any kind, real or personal. Any Successor Trustee serving hereunder shall have all of the above powers.

C. The Trustee shall have the power to do any and all acts and things, and to execute any and all written documents with respect to any property at any time held hereunder, which the Trustee would be entitled to do were such property owned absolutely by the Trustee.

D. To make withdrawals of income or principal and make payments in the way of gifts to a third party and to direct payment of assets to a third party; provided, however, that this power shall be exercisable only by the original Trustor/Trustee, and is not exercisable by any Successor Trustees;

E. To elect to receive or disclaim any qualified plan death proceeds, whether under a qualified pension, profit sharing, 401k, 403b, HR-10, Keogh, individual retirement account or any other such plan. Receipt may be made either in a lump sum or in any other manner permitted by the terms of the particular plan. In the event of such election, the Trustee or Successor Trustee shall not be made liable to any beneficiary for the death benefit election ultimately selected or any disclaimer made. In the event such qualified plan proceeds have been made payable to this Trust, then in that event such proceeds may not be used to pay for administrative or other expenses of the estate of the Trustor. Further, in the event the Trustee or Successor Trustee determines it will be in the best interest of the beneficiaries or the Trust Estate to qualify such plan for continued deferral based on applicable Internal Revenue Code provisions, then in that event the Trustee or Successor Trustee shall make some form of initial distribution to Trust beneficiaries from said plan within one year of the date of death of the Trustor.

F. To perform, in addition to any and all powers granted herein, all those fiduciary powers set forth in Tennessee Code Annotated 35-50-110, said provisions being incorporated herein by reference;

G. In the event any provision in this Agreement authorizes any Trustee or Trustees who are also beneficiaries of this Trust Estate to make discretionary distributions to himself, herself or themselves, including Successor Trustees and any alternate trustees, the provisions of any state or federal law wherein such distributions are limited unless the Trust Agreement provides to the contrary shall be of no force or effect, such distributions being fully authorized in accordance with the provisions of this Trust Agreement.

H. **Authorization and Limitation for Trustee To Modify Language**

1. The Trustee is authorized to modify the language of the Trust provisions as such are contained in this Article, provided however, that such modification of language shall not materially affect the rights of any beneficiaries or the method by which the Trust would be taxed but for any such modification.

2. The Trustor's intention is to provide for the Trustee to alter or modify the language of the trust powers for the sole purpose of meeting any unique requirements of any financial institution or governmental agency that may be required for the Trust to function efficiently and effectively for the purpose for which it was brought into existence.

3. This authorization is granted in recognition that it has commonly been found that institutions arbitrarily and periodically change their requirements as to the peculiar wording for a particular institution which may be required to enable the Trustee to effectively utilize the trust powers. Hence, the authorization is granted by virtue of such arbitrary changes in internal procedures of such institutions in order to allow the Trustee to function effectively by making such written modifications.

4. In the event the Trustee attempts to bring about a modification in accordance with this section and it is found to adversely affect the rights of any beneficiary in any respect whatsoever, and/or the modification in any way would adversely affect the taxation of the Trust or its beneficiaries as it applies to income taxation, or would adversely affect the taxation of inter vivos gifting, or would impose any transfer tax by virtue of the death of the Trustor, then such attempted modification of language shall be treated as void.

5. In the event of an unintended result, the Trustee is directed to rescind all transactions that were performed under this section allowing change of wording. Where necessary and appropriate, the Trustee is directed and authorized to obtain the approval of a court of competent jurisdiction to bring about such a rescission.

I. The Trustees specifically have the power to mortgage or pledge any property held in the Trust including the power to extend or renew any indebtedness, mortgage or pledge for the purpose of securing the repayment of any mortgage, pledge, note or other indebtedness entered into by either or both Trustors in his or her individual capacity.

J. To receive reimbursement for out-of-pocket expenses incurred in behalf of the Trust Estate, and to receive as compensation for services rendered in behalf of the Trust Estate an amount not to exceed one percent (1%) of the Trust assets.

ARTICLE XII: Early Termination of Trusts Permitted

A. If the Trustee shall reasonably determine, in his, her or their sole but reasonable discretion, that any trust created under this Agreement has become uneconomical to administer due to the high cost of administration relative to the value of the trust property and the advantages to the beneficiaries of continuing the trust, the Trustee may terminate such trust or trusts.

B. Upon termination, the Trustee shall distribute the principal and any accrued or undistributed net income to the income beneficiaries in proportion to their shares of the income. If no fixed amount of income is payable to specific beneficiaries, the Trustee shall distribute the principal and any accrued or undistributed net income in equal shares to those beneficiaries who would then be entitled to income payments from the trust. The Trustee may distribute any amounts otherwise distributable to youthful or disabled beneficiaries pursuant to any of the provisions of this Agreement under the Article titled "Distributions to Youthful, Disabled, or Handicapped Beneficiaries".

ARTICLE XIII: Distributions to Youthful, Disabled, or Handicapped Beneficiaries

A. Unless otherwise specified herein, if any trust property becomes distributable free of trust to any beneficiary who is under 30 years of age, or who is under any form of disability, or who is so handicapped that he or she would be eligible for public assistance, the Trustee may retain that beneficiary's distribution in a separate trust share. The Trustee shall administer and distribute such property as provided in this Article until the beneficiary attains 30 years of age, or until the beneficiary's disability has ceased, or until the beneficiary is no longer handicapped.

B. This Article shall not apply to any distributions payable to the Trustor.

C. The Trustee may retain such distribution in trust without continuing court supervision, without intervention of a guardian, conservator, or any other legal representative, and without giving or requiring any bond or surety on bond. The Trustee shall give any such beneficiary or the beneficiary's legal representative notice of the Trustee's intention to retain distributions as

authorized by this Article. The Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as the Trustee, in his, her or their sole discretion, deems necessary or advisable for the beneficiary's health, education, maintenance, and support.

ARTICLE XIV: Power to Divide or Combine Trusts

The Trustee shall have the power to divide a single trust into separate shares, each to be administered in accordance with the terms and conditions of the single trust from which they were created when the Trustee in his, her, or their discretion determines that division is desirable or advisable in view of administrative requirements, tax considerations, including considerations related to the income tax, the gift tax, the estate tax or the generation-skipping transfer tax or other objectives of the trusts and their beneficiaries. The Trustee shall have the further power to combine two or more trusts having substantially the same terms into a single trust for purposes of administration when tax or other factors indicate that such combination would be desirable or advisable.

ARTICLE XV: Non-liability of Third Parties

A. Banks, savings and loans, stock brokerage firms, and stock transfer agents, as well as all other third persons, are authorized to rely on the provisions of this Trust instrument and are exonerated from any loss, claim or liability in relying on said instrument and its provisions. Parties dealing with the Trustees and Successor Trustees named hereunder are not required to investigate or determine their authority, or the validity, or the advisability of the transactions, or to see to the proper exercise of powers, or to follow the disposition of monies and/or property delivered to the Trustees hereunder, including any Successor Trustees hereunder.

B. The Trustee or Trustees shall have the power and authority to designate the authorized signature or signatures on accounts with banks and savings and loan institutions whether such signatories be a Trustee or not, and all institutions relying on such authorized signatures are exonerated from any loss, claim, or liability. Accordingly, one of two or more Trustees, as well as non-Trustee parties, may be authorized signatories. The action of one Trustee shall be binding on all of the Trustees.

ARTICLE XVI: S Corporation Stock

A. Unless otherwise allowed under applicable provisions of the Internal Revenue Code, if any stock transferred to this trust qualifies as S Corporation Stock pursuant to I.R.C. Section 1361, said stock shall be allocated into a separate share to be known as the "QSST Share". During the life of the transferor of said stock, the sole beneficiary of the QSST Share shall be the transferor of said stock. Any income or corpus of the QSST share shall be distributed only to the

ARTICLE XVII: No Contest

If any beneficiary under this Trust Agreement, other than a Trustor with respect to that Trustor's property, shall, singly or in conjunction with any other person, in any manner, directly or indirectly, attempt to contest or oppose the validity of this agreement, including any amendments thereto, or the validity of a deceased Trustor's will which leaves property to this trust, or commences or prosecutes any legal proceedings to set aside this agreement or any part thereof, or any such will, or asserts any claim (except a legally enforceable debt), statutory election, or other right against a Trustor's estate or against trust property, then in such event that person shall forfeit his or her share, cease to have any right or interest in the trust property, shall forfeit all right to serve as Trustee, and shall be deemed to have predeceased the Trustor without descendants. Should any person disclaim his or her interest, in whole or in part, in any trust created for his or her benefit in this trust agreement, the result of which would be for that person to receive trust property free of trust earlier than provided by the terms of the trust, then the disclaiming person shall forfeit his or her interest in the trust, shall cease to have any right or interest in the trust property, and shall be deemed to have predeceased the Trustor.

ARTICLE XVIII: Governing Law

This Trust Agreement shall be construed and regulated in all respects by the laws of the State of Tennessee.

IN WITNESS WHEREOF, I have signed Trust Agreement in my capacity, as both Trustor and Trustee at Nashville, Davidson County, Tennessee, AUG 0 5 2002.

Patricia Dundee

PATRICIA DUNDEE
Trustor and Trustee

Signed and published in our presence, and we have subscribed our names hereto in the presence of the Trustor, and in the presence of each other on AUG 0 5 2002.

Trisha A. Collins
Witness

Susan Oliver
Witness

FIRST AMENDMENT TO THE PATRICIA DUNDEE REVOCABLE LIVING TRUST AGREEMENT

FIRST: Pursuant to the powers reserved to me as Trustor in that certain Trust Agreement dated August 5, 2002, between myself as Trustor and myself as Trustee, I hereby amend said Trust Agreement on this SEP 11 2002 in the following respect:

Article VII is hereby deleted in its entirety and the following new Article VII is substituted therefor:

A. On the death of the Trustor, the Successor Trustee shall distribute the entire Trust, both income and principal, and all assets, real, personal and mixed property to the following beneficiaries in accordance with the following provisions:

1. Ten Thousand Dollars ($10,000.00) shall be distributed outright to the Nashville Humane Association (currently located at 112 Harding Place, Nashville, Tennessee 37205).

2. Ten Thousand Dollars ($10,000.00) shall be distributed outright to the Trustor's friend, George St. Onge (currently residing at 4305 Murphy Rd., #B, Nashville, Tennessee 37209).

3. All the rest, residue and remainder of the Trust Estate shall be distributed outright and in equal shares to the following beneficiaries:

a. Habitat of Humanity International (currently located at 121 Habitat Street, Americus, Georgia 31709-3498) to be designated to the American Indian Initiative to be used to build homes within the United States.

b. St. Labre Indian School Educational Association (currently located at P.O. Box 216, Ashland, Montana 59003) to be used to provide post-secondary educational assistance to students in such manner that the governing body deems appropriate.

c. Best Friends Animal Sanctuary (currently located at 5001 Angel Canyon Drive, Kanab, Utah 84741-5001), to support its mission of providing humane care for animals.

B. In the event George St. Onge predeceases the Trustor, or dies during administration of the Trust or Trusts hereunder, then in that event, his portion of the Trust Estate shall be distributed outright and in equal shares to the Trustor's remaining beneficiaries. In the event any of the above named charitable organizations no longer exists at the time of the Trustor's death, or is no longer a charitable organization, then in that event, the Successor Trustee shall distribute

Signed and published in our presence, and we have subscribed our names hereto in the presence of the Trustor, and in the presence of each other on (date) SEP 1 1 2002.

Witness

Witness

STATE OF TENNESSEE
COUNTY OF DAVIDSON

We, the undersigned, after first being duly sworn or affirming, make oath or affirm that the foregoing Trust Agreement was signed by Patricia Dundee, the Trustor herein, and at that time acknowledged, published and declared by the Trustor to be the Trustor's First Amendment to the Trustor's Trust Agreement dated August 5, 2002, and in the sight and presence of us, the undersigned, and who at the Trustor's request and in the Trustor's sight and presence and in the sight and presence of each other, have subscribed our names as Attesting Witnesses on (date) SEP 1 1 2002, and we further make oath or affirm that the Trustor appeared to be of sound mind and disposing memory, and we believe the Trustor to be so, and that the Trustor did not appear to be under any undue influence of any person, and that the Trustor was more than 18 years of age, and that each of the Attesting Witnesses is more than 18 years of age.

Witness

Witness

Sworn to and subscribed before me on (date) SEP 1 1 2002.

Notary Public

My Commission Expires: Nov. 26, 2005

This Document Prepared By:

Jon L. Setzer
Attorney-At-Law
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