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IN THE CHANCERY COURT PART I FOR DAVIDSON COUNTY TENNESSEE AT NASHVILLE

ESTATE OF MARILYN ROBINSON	)	
	)	
vs.	)	**No. 23-0508-1**
	)	
SHEILA ROBINSON- BEASLEY and	)	
BARBARA ROBINSON,	)	
Defendants.	)	

Karen Johnson
Batch # 1118880
04/04/2024 08:53:22 AM
Fees: $172.00 Taxes: $0.00
Davidson County
ORDER
34 pgs
20240404-0023743

AGREED ORDER TO SET ASIDE DEEDS

Comes now, Cathryn Armistead, Administrator of the Estate of Marilyn Robinson, and Defendant Sheila Robinson-Beasley, and announce to this Honorable Court the following agreement, which the parties wish to make an Order of this Court:

1. In the matter of the Estate of Marilyn Robinson, which is being heard in Seventh Circuit in concurrence with the case at bar, the Honorable Judge Andra Hedrick entered an Order (the "Order") on February 29, 2024 (attached hereto as **Exhibit A**), finding that the Limited Power of Attorney and Durable Financial Power of Attorney (attached hereto as collective **Exhibit B**) were not validly executed and are, therefore, void.
2. The Order further found that Sheila Robinson-Beasley lacked the authority to execute the initial Quitclaim Deed transferring the 501 S. Lakeridge Place property from Decedent Marilyn Robinson to Barbara Robinson (deed attached hereto as **Exhibit C**).
3. Further, without Sheila Robinson-Beasley's authority to execute the initial Quitclaim Deed, Barbara Robinson did not possess ownership of the property as required to execute the Quitclaim Deed on April 1, 2022 (deed attached hereto as **Exhibit D**), transferring ownership to Sheila Robinson-Beasley.

Therefore, the parties agree as follows:

1. That the Quitclaim Deed executed on February 8, 2022, transferring the 501 S. Lakeridge Nashville, TN 37214
   Place property from Marilyn Robinson to Barbara Robinson be set aside;

2. That the Quitclaim Deed executed on April 1, 2022, transferring the 501 S. Lakeridge Place Nashville, TN 37214
   property from Barbara Robinson to Sheila Robinson-Beasley be set aside;

3. Prior to February 8, 2022, the property was deeded solely in the name of Marilyn Robinson;

4. Upon the death of Marilyn Robinson on February 25, 2022, the property known as 501 S. Lakeridge Place vested from Marilyn Robinson into the heirs at law of Marilyn Robinson pursuant to Tenn. Code Ann. § 31-2-103.

IT IS SO ORDERED, and the Quitclaim Deeds attached as Exhibits C and D are hereby set aside and declared VOID.

/s/Patricia Head Moskal
Chancellor

APPROVED FOR ENTRY AND CONSENTED TO BY:

/s/Cathryn Armistead
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/s/ Sheila Robinson-Beasley Signed by permission to Cathryn Armistead
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Signing as counsel for named defendant Barbara Robinson

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On behalf of herself as a named Defendant.

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been sent to the following by first class mail and/or email Pursuant to Tennessee Rule of Civil Procedure 5.02 this the 22nd day of March 2024.

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/s/ Cathryn Armistead
CATHRYN ARMISTEAD #34698

IN THE SEVENTH CIRCUIT (PROBATE) COURT
FOR DAVIDSON COUNTY, TENNESSEE

IN RE:	
ESTATE OF MARILYN ROBINSON,	CASE NO.: 22P-1016
Deceased.	NOTICE OF ENTRY REQUIRED

ORDER:
A) DENYING MOTION TO STRIKE UNTIMELY REPONSE;
B) GRANTING MOTION FOR PARTIAL[1] SUMMARY JUDGMENT IN PART; AND
C) DENYING MOTION FOR PARTIAL SUMMARY JUDGMENT IN PART

A. Introduction.

This is an adversary proceeding between Cathryn Armistead, Administrator of the Estate of Marilyn Robinson ("Administrator") and Sheila Robinson-Beasley ("Ms. Robinson-Beasley"). The Administrator and Ms. Robinson-Beasley are both attorneys licensed to practice law in Tennessee and are representing themselves in this matter. Ms. Robinson-Beasley filed a Petition to Terminate or Close Estate Administration, Establish a Trust and Transfer Venue to Shelby County ("Ms. Robinson-Beasley's Petition"). The Administrator filed a Verified Petition to Recoup Assets, for Conversion, Fraudulent Misrepresentation, Breach of Fiduciary Duty, and Executor De Son Tort[2] ("Administrator's Petition").

The Administrator alleges that Ms. Robinson-Beasley used void powers of attorney to access assets belonging to Marilyn Robinson ("Decedent"), both before and after Decedent's death. The Administrator seeks a money judgment against Ms. Robinson-Beasley in in favor of Decedent's estate. Ms. Robinson-Beasley takes the position that the powers of attorney were lawfully executed and appropriately used. Ms. Robinson-Beasley contends that Decedent's assets are held by her as trustee, in trust for the benefit of Decedent's two dogs, Buffy and Jody. Ms. Robinson-

[1] The Court treats the Administrator's motion as one for partial summary judgment in that it does not address all pending claims and causes of action asserted by the parties.

[2] The property at issue in the Administrator's claim of Executor De Son Tort is also at issue in the Administrator's claim for conversion. A summary judgment is granted in this Order to the Administrator on the claim for conversion. Therefore, the claim of Executor De Son Tort is not addressed in this Order.

Beasley claims a trust was established pursuant to a video made by Decedent. The Administrator seeks a declaration that no such trust currently exists.[3]

B. Motion to Strike Untimely Response.

As a preliminary procedural matter, the Court has considered a motion filed by the Administrator seeking to strike Ms. Robinson-Beasley's written response to the Administrator's motion for summary judgment and all related pleadings.

The motion for summary judgment was filed on October 17, 2023 and a hearing of the motion was set for December 12, 2023. Under Tennessee Rule of Civil Procedure ("TRCP") 56.03, any party opposing a motion for summary judgment must serve and file a response to each fact set forth by the movant not later than five days before the hearing. Under TRCP 56.04 the adverse party may also serve and file opposing affidavits not later than five days prior to the hearing.

It is undisputed that, excluding the intermediate Saturday and Sunday, the latest date upon which Ms. Robinson-Beasley could have timely filed her written response to the Administrator's motion for summary judgment was Tuesday, December 5, 2023. Yet, her response and related pleadings were not e-filed until 9:03 p.m. on Friday, December 8, 2023 and Ms. Robinson-Beasley did not move to extend this deadline or continue the hearing to a later date.[4] Ms. Robinson-Beasley did provide a copy of her response and related pleadings to the Administrator via e-mail. But the e-filed response and related documents were not available for viewing in the online record until Monday, December 11, 2023, just one day prior to the hearing.[5]

TRCP 56.03 specifically allows the moving party to file a reply in response to the additional facts raised by the non-moving party in the non-moving party's response. Here, because Ms. Robinson-Beasley's written response and related pleadings were not timely filed, as a practical matter the Administrator was not afforded a reasonable period for filing a reply. However, at the hearing of the motion for summary judgment the Administrator indicated that even if the motion to strike was denied she still desired to go forward with the hearing of the motion for summary judgment without the opportunity to file a rely. The Administrator contended that Ms. Robinson-Beasley did not allege any additional facts in compliance with Rule 56.03 such that no reply was necessary.

The requirements of TRCP 56.03 are mandatory, and a non-moving party's failure to comply with the rule may result in the trial court's refusal to consider the non-moving party's factual contentions. *Williams v. Watson*, 2007 WL 187925, at *9-10 (Tenn. Ct. App. Jan. 25, 2007). However, the trial court may exercise its discretion to waive the rule's requirements in an appropriate situation. *Cox v. Tenn. Farmers Mut. Ins. Co.*, 297 S.W.3d 237, 244 (Tenn. Ct. App. 2009).

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[3] The Administrator acknowledges the possibility that the Court might establish a trust for the benefit of Bufly and Jody in the future.

[4] During oral argument, Mr. Robinson-Beasley acknowledged that she should have asked for an extension of time or requested a continuance but stated she considered that way too late.

[5] Items e-filed after 4:30 p.m. are not processed by the clerk until the following business day, which in this instance was Monday. This was when the Court first had access to view Ms. Robinson-Beasley's response.

Here, Ms. Robinson-Beasley did not file a written response to the motion to strike but instead offered testimony at the hearing in an attempt to justify why her response and related pleadings were not timely filed. Ms. Robinson-Beasley claimed to be affected by personal and professional circumstances during the months of October, November and December 2023 which caused her delay.

These circumstances included the need to respond to the Administrator's complaint made to the Tennessee Board of Professional Responsibility and the need to respond to the Administrator's motion to compel. Ms. Robinson-Beasley testified that she experienced client emergencies in her private law practice and was required to attend three trainings. She testified that she experienced an adverse reaction to the shingles vaccine as well as a headache and a knee injury which required medical attention and rest. She also testified that she was involved in two separate auto accidents in the same day, that she took Decedent's dogs to get their vaccines, that her hot water heater and washer went out, that she dropped and broke her cell phone and experienced technical difficulties with her computer. The Administrator did not dispute Ms. Robinson-Beasley's testimony but argued that the difficulties experienced by Ms. Robinson-Beasley did not justify her failure to comply with the timing requirements of TRCP 56.03.

Ms. Robinson-Beasley's failure to comply with the filing deadline imposed by TRCP 56.03 is troubling. As an attorney with decades of experience, she knew or should have known the deadline for filing her response and related pleadings. She should have understood that this is a very important and serious matter, prioritized her work on the response and related pleadings, and planned her available time accordingly. Her failure to meet the deadline or ask for other appropriate relief such as an extension or continuance is a poor reflection on Ms. Robinson-Beasley professionally.

Notwithstanding the foregoing, the Court finds based upon Ms. Robinson-Beasley's undisputed testimony that the challenges experienced by Ms. Robinson-Beasley during October, November, and December 2023 did affect her ability to file the response and related pleadings in a timely manner. The Court is also persuaded by the fact that the Administrator requested to go forward with the hearing, even if her motion to strike is denied. The Court therefore exercises its discretion and excuses Ms. Robinson-Beasley failure to comply with the filing deadline imposed by TRCP 56.03. The Administrator's motion to strike the untimely response and related pleadings is denied. Ms. Robinson-Beasley's response and related pleadings are not stricken but will still be held to the standards imposed by TRCP 56.03 other than its filing deadline.

C. Motion for Summary Judgment.

Summary judgment is appropriate when there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law. *Rye v. Women's Care Center of Memphis, M.P.L.L.C.*, 477 S.W.3d 235, 250 (Tenn. 2015). The phrase "genuine issue" refers to genuine factual issues and does not include genuine issues involving legal conclusions to be drawn from the facts. *Winfree v. Educators Credit Union*, 900 S.W.2d 285, 287 (Tenn. Ct. App. 1995)(citing *Byrd v. Hall*, 847 S.W.2d 208, 211 (Tenn. Ct. App. 1993)). A "material fact" which precludes the granting of a summary judgment is a fact that must be decided to resolve a substantive claim or defense at which the motion is directed. *Suddath v. Parks*, 914 S.W.2d 910.

913 (Tenn. Ct. App. 1995). The disputed fact must bear directly and materially upon legal elements of the legal claim or defense being tested by motion to render summary judgment improper. *Walker v. First State Bank*, 849 S.W.2d 337, 340 (Tenn. Ct. App. 1992). In ruling on a motion for summary judgment, the court must review the facts as stated in the light most favorable to the non-moving party and draw all legitimate conclusions of fact in favor of that party. *Walker*, 849 S.W.2d at 340 (citing *Daniels v. White Consolidated Industries*, 692 S.W.2d 422 (Tenn. Ct. App. 1995).

Undisputed Material Facts

For purposes of the motion for summary judgment, the parties do not dispute the material facts which are summarized below. The Court therefore adopts these facts as findings of the Court for purposes of summary judgment.

Ms. Robinson-Beasley is a licensed attorney in the state of Tennessee, Bar Number 01393, and she has been an attorney since 1989. Ms. Robinson-Beasley was a professor at the University of Memphis, Southwest Community College (formerly Shelby State), and Victory University (formerly Crighton College) and taught subjects including ethics.

On January 23, 2022, Decedent was admitted to Vanderbilt University Medical Center. Decedent remained in the hospital until her passing on February 25, 2022. During her stay in the hospital, family members had the opportunity to visit Decedent. Due to Covid 19 protocols, the hospital only allowed one visitor in Decedent's room per day.

On February 5, 2022, a Durable Financial Power of Attorney was executed in favor of Ms. Robinson-Beasley. Ms. Robinson-Beasley drafted the Durable Financial Power of Attorney. On February 5, 2022, the Durable Financial Power of Attorney was executed at the home of Pam Martin, who acted as the Notary Public. The Durable Financial Power of Attorney was not signed or initialed by Decedent. The Durable Financial Power of Attorney was signed by Ms. Robinson-Beasley, who wrote "Marilyn Robinson" on the principal's signature line. The Durable Financial Power of Attorney has eighteen (18) places for the principal, Decedent, to initial, which define the powers granted within. Decedent was not physically present at Pam Martin's house on February 5, 2022. Ms. Robinson-Beasley wrote the initials "MR" in each of the eighteen (18) places.

On February 7, 2023, a Limited Power of Attorney was executed in favor of Ms. Robinson-Beasley. Decedent was not physically present when the Limited Power of Attorney was executed. The Limited Power of Attorney was not signed by Decedent. The Limited Power of Attorney was signed by Ms. Robinson-Beasley, who wrote "Marilyn Robinson" on the principal line. Decedent was intubated on February 7, 2022.

On February 8, 2022, the Limited Power of Attorney was used by Ms. Robinson-Beasley to close on certain real property located at 444 Rural Hill Road, Nashville, Tennessee 37217 ("Decedent's Condo"). Ms. Robinson-Beasley knew that Decedent had not executed the Limited Power of Attorney and did not disclose the same to the closing attorney. The proceeds from the sale of Decedent's Condo were deposited into an account in the name of Decedent. Also on February 8, 2022, Ms. Robinson-Beasley quitclaimed certain real property, located at 501 South Lakeridge Place, Nashville, Tennessee 37214 ("Decedent's House"), from

Decedent to Barbara Robinson, Ms. Robinson-Beasley's mother, using the Durable Financial Power of Attorney.

On March 7, 2022, Ms. Robinson-Beasley, using the Durable Financial Power of Attorney on file at the bank, withdrew $150,000 out of Decedent's bank account, and deposited it into Ms. Robinson-Beasley's personal bank account. When Ms. Robinson-Beasley withdrew the funds from Decedent's account after her death, she did not disclose to the bank that Decedent was deceased.

On March 22, 2022, Ms. Robinson-Beasley, using the Durable Financial Power of Attorney on file at the bank, withdrew $25,000 out of Decedent's bank account, without disclosing that she was deceased, and subsequently deposited the $25,000 she had withdrawn from Decedent's account into Ms. Robinson-Beasley's personal bank account.

On April 1, 2022, Ms. Robinson-Beasley quitclaimed Decedent's House from Barbara Robinson to Ms. Robinson-Beasley.

Despite the quitclaim deed, Ms. Robinson-Beasley continued to use the account titled in the name of Decedent to pay the mortgage on Decedent's House.

On March 16, 2022, Ms. Robinson-Beasley used a check card attached to Decedent's account at Longhorn Steak House in Collierville, Tennessee charging $43.59.

On March 22, 2022, Ms. Robinson-Beasley used a check card attached to Decedent's bank account at Ulta in Cordova, Tennessee charging $103.34.

On March 28, 2022, Ms. Robinson-Beasley made a payment to the mortgage holder in the amount of $3575.40 from Decedent's account, representing two months of payments and fees for Decedent's House.

On April 5, 2022, Ms. Robinson-Beasley made a payment to the mortgage holder on Decedent's House in the amount of $1,718.94 from Decedent' account.

On April 15, 2022, Ms. Robinson-Beasley made a payment to Metro Water in the amount of $170.73 for Decedent's House using Decedent's debit card.

On May 4, 2022, Ms. Robinson-Beasley made a payment to the mortgage holder on Decedent's House in the amount of $1,718.94 from Decedent' account.

On May 9, 2022, Ms Robinson-Beasley made a payment to Nashville Electric Service in the amount of $62.25 for Decedent's House using Decedent's debit card. Also on May 9, 2022, Ms. Robinson-Beasley made a payment to the Lakeridge Place HOA in the amount of $151.31 using Decedent's debit card.

On May 31, 2022, Ms. Robinson-Beasley made a payment to Metro Water in the amount of $22.09 for Decedent's House using Decedent's debit card. Also on May 31, 2022, Ms. Robinson-Beasley made a payment to Nashville Electric Service for Decedent's House in the amount of $76.25 using Decedent's debit card.

On June 6, 2022, Ms. Robinson-Beasley made a payment to Nashville Electric Service for Decedent's House in the amount of $52.25 using Decedent's debit card.

On June 7, 2022, Ms. Robinson-Beasley made a payment to the mortgage holder of Decedent's House in the amount of $1,700.50 from Decedent' account.

On June 16, 2022, Ms. Robinson-Beasley made a payment to Metro Water in the amount of $30.00 for Decedent's House using Decedent's debit card.

On June 21, 2022, Ms. Robinson-Beasley made a payment to Wader Lawn Service in the amount of $2,817.50 using Decedent's debit card.

On July 5, 2022, Ms. Robinson-Beasley made a payment to Nashville Electric Service in the amount of $83.25 for Decedent's House using Decedent's debit card. Also on July 5, 2022, Ms. Robinson-Beasley made a payment to Piedmont in the amount of $10.53 using Decedent's debit card.

On July 6, 2022, Ms. Robinson-Beasley made a payment to the mortgage holder on Decedent's House in the amount of $1,700.50 from Decedent' account.

On July 18, 2022, Ms. Robinson-Beasley made a payment to Got Junk in the amount of $469.00 using Decedent's debit card.

On July 19, 2022, Ms. Robinson-Beasley made a purchase at Home Depot in the amount of $77.38 using Decedent's debit card. Also on July 19, 2022, Ms. Robinson-Beasley made a payment to the Lakeridge Place HOA in the amount of $787.09 using Decedent's debit card.

On August 1, 2022, Ms. Robinson-Beasley made a purchase at Walmart in the amount of $51.87 using Decedent's debit card.

On August 2, 2022, Ms. Robinson-Beasley made a payment to Metro Water in the amount of $22.09 for Decedent's House using Decedent's debit card.

On August 3, 2022, Ms. Robinson Beasley made a payment to the mortgage holder on Decedent's House in the amount of $1,700.50 from Decedent' account.

On August 8, 2022, Ms. Robinson-Beasley caused Decedent's account to overdraft incurring a $36.00 fee.

On August 15, 2022, Ms. Robinson-Beasley made a payment to Nashville Electric Service in the amount of $207.25 using Decedent's debit card. Also on August 15, 2022, Ms. Robinson-Beasley made two purchases at Home Depot in the amount of $91.88 and $14.09 using Decedent's debit card.

On August 24, 2022, Ms. Robinson-Beasley made a payment to Metro Water in the amount of $22.09 using Decedent's debit card.

On September 2, 2022, Ms. Robinson-Beasley made a payment to Nashville Electric Service in the amount of $246.25 using Decedent's debit card.

On September 6, 2022, Ms. Robinson-Beasley made a payment to Piedmont in the amount of $54.41 using Decedent's debit card. Also on September 6, 2022, Ms. Robinson-Beasley made a payment to the mortgage holder on Decedent's House in the amount of $1,700.50 from Decedent' account.

On October 3, 2022, Ms. Robinson-Beasley made a payment to Metro Water in the amount of $22.09 using Decedent's debit card. Also on October 3, 2022, Ms. Robinson-Beasley made a payment to Nashville Electric Service for Decedent's House in the amount of $168.25 using Decedent's debit card.

On October 4, 2022, Ms. Robinson-Beasley made a payment to the mortgage holder on Decedent's House in the amount of $1700.50 from Decedent' account. Also on October 4, 2022, Ms. Robinson-Beasley made a payment to Piedmont Internet in the amount of $45.81 using Decedent's debit card

Ms. Robinson-Beasley controlled Decedent's Truist Bank account from the date of her death, using a power of attorney. The address of the account was changed after Decedent's death to the address of Ms. Robinson Beasley. Exhibit E to the Motion to Compel accurately reflects charges made by SRB on the account.

At no time did Decedent deed Decedent's House to a trust.

Decedent's date of birth was 9/10/1955. Decedent would have turned 65 in 2020. The video upon which Ms. Robinson Beasley relies as the basis for a trust was recorded prior to Decedent's 65th birthday. It was videoed on April 23, 2020, almost 2 years before Decedent's death.

In Ms. Robinson-Beasley's response to the Administrator's statement of undisputed facts, there are examples where Ms. Robinson-Beasley stated the Administrator's allegation is disputed but failed to demonstrate that the fact is disputed with a supporting citation to the record. There are also examples where Ms. Robinson-Beasley stated the Administrator's allegation is agreed, but then went on to reference other alleged facts and make legal arguments which are not directly related to the Administrator's allegation. In including these statements and arguments, Ms. Robinson-Beasley is not actually disagreeing with the Administrator's alleged facts. Rather, she appears to be suggesting that other facts exist to explain why the Administrator's alleged facts are not material.

To the extent that Ms. Robinson-Beasley may have been attempting to allege additional undisputed material facts, she has failed to comply with TRCP 56.03 which allows the non-moving party's response to contain "a concise statement of an additional facts that the non-movant contends are material and as to which the non-movant contends there exists a genuine issue to be tried" and requires "[e]ach such disputed fact shall be set forth in a separate, numbered paragraph with specific citations to the record supporting the contention that such fact is in dispute."

Here, the additional statements and arguments of Ms. Robinson-Beasley are not set forth in a concise statement, are not in separate numbered paragraphs and for the most part do not contain citations to the record. It is Ms. Robinson-Beasley's responsibility to comply with Rule 56.03. It is not reasonable to expect the Court to dissect and rewrite Ms. Robinson-Beasley's statements and arguments in a way that would make them concise, separate or numbered. It is not reasonable to expect the Court to search the record in an effort to find the supporting documentation that Ms. Robinson-Beasley could or should have cited to with each additional fact alleged. While the Court did not strike Ms. Robinson-Beasley's response and related documents due to them being filed late, the Court cannot ignore that even with the additional time Ms. Robinson-Beasley failed to comply with the clear requirements of the TRCP 56.03 in terms of what is needed if the non-moving party desires for the Court to consider additional material facts. Here, if Ms. Robinson-Beasley was attempting to offer a statement of additional facts, the Court declines to consider it because she has failed to comply with the requirements of Rule 56.03 and has provided nothing to explain why she did not or could not comply with those requirements.

Application of the Law to Undisputed Material Facts

1. Count I - Breach of Fiduciary Duty.

The Administrator claims that Ms. Robinson-Beasley breached a fiduciary duty to Decedent. The Court disagrees.

There was not fiduciary relationship between the Decedent and Ms. Robinson-Beasley because the Decedent did not execute any power of attorney in favor of Ms. Robinson-Beasley.[6] Rather, Ms. Robinson-Beasley signed the Decedent's name and initials to the Durable Financial Power of Attorney (used for signing the deed to Decedent's house and used to access Decedent's bank account both before and after Decedent's death) and the Limited Power of Attorney (used for signing the deed to Decedent's Condo) Decedent was not physically present on either occasion. Decedent did not physically sign either document. Simply put, although Ms. Robinson-Beasley held herself out as authorized to engage in legal transactions using the Durable Financial Power of Attorney and the Limited Power of Attorney, she had no actual authority because the documents were not validly executed and were void. Ms. Robinson-Beasley was not an authorized agent, attorney-in-fact or fiduciary for Decedent. Therefore, the Court does not find as a matter of law and for purposes of summary judgment only that Ms. Robinson-Beasley breached a fiduciary duty to Decedent.

2. Count II Conversion.

The Administrator next claims that Ms. Robinson-Beasley converted assets belonging to Decedent and Decedent's estate. The Court agrees.

Conversion is "(1) the appropriation of another's property to one's own use and benefit, (2) by the intentional exercise of dominion over it, (3) in defiance of the true owner's rights." *H & M Enters. V. Murray*, No. M1999-02073 COA-R3-CV, 2002 Tenn. App. LEXIS (Tenn. Ct. App Apr. 17, 2002). Here the property at issue includes Decedent's House, Decedent's Condo, and the funds in Decedent's bank account. The property belonged to Decedent. Ms. Robinson-Beasley appropriated Decedent's House for her own use and benefit by using the void Durable Financial Power of Attorney to deed the house to her own mother who then deeded the house to Ms. Robinson-Beasley. This has all the appearances of an intentional sham transaction designed to prevent Decedent from having a probate estate.[7] Ms. Robinson-Beasley appropriated the Decedent's Condo (or the proceeds from its sale) by using the void Limited Power of Attorney to deed the condo to a buyer whose money was deposited into Decedent's bank account and then using the void Durable Financial Power of Attorney to withdraw and/or use the funds from Decedent's bank account. Ms. Robinson-Beasley appropriated the funds of Decedent's bank account for her own use and benefit by using the void Durable Financial Power of Attorney to make numerous withdraws and expenditures from the account both before and after the Decedent's death. All of this was an intentional exercise of dominion and control over the property of

[6] The Administrator argued in her memorandum that there was a fiduciary relationship established between Decedent and Ms. Robinson-Beasley because Ms. Robinson-Beasley served as Decedent's attorney. However, while this fact might be true, it was not among the facts alleged by the Administrator in her statement of undisputed material facts for purposes of the motion for summary judgment.

[7] Decedent died intestate. Ms. Robinson-Beasley is not one of Decedent's heirs under the laws of intestate succession.

Decedent and Decedent's estate, contrary to the right of ownership of Decedent and Decedent's estate.

3. Count III – Intentional Misrepresentation/Fraud.

The Administrator next claims that Ms. Robinson-Beasley engaged in fraudulent misrepresentation. The Court disagrees, but only as the claim is presented in this lawsuit with these parties.

Fraudulent misrepresentation is shown when the plaintiff proves that "(1) the defendant made a representation of an existing or past fact; (2) the representation was false when made; (3) the representation was in regard to a material fact (4) the false representation was made either knowingly or without belief in its truth or recklessness; (5) the party reasonably relied on the misrepresented material fact; and (6) the party suffered damages as a result of the misrepresentations." *First State Bank Nat'l Ass'n v. C.T. Resorts Co.*, No. 03A01-9704-CH-00134, 1997 Tenn. App. LEXIS 765 (Tenn. Ct. App. Nov. 3, 1997).

Here, Ms. Robinson Beasley made representations concerning the validity of the Durable Financial Power of Attorney and the Limited Power of Attorney. Those representations were indeed false. As an attorney with decades of experience, Ms. Robinson-Beasley knew they were false. However, the representations were made to persons involved in the sale of Decedent's Condo and to persons at Decedent's bank. The representations were not made to Decedent or the Administrator. The plaintiff in this case is the Administrator on behalf of Decedent's estate. There is no allegations that Decedent or the Administrator relied on the false representations, reasonably or otherwise. Reasonable reliance by the party making the claim is an essential element of the cause of action.[8] Therefore, all elements of the claim of fraudulent misrepresentation have not been established in this case.

4. Count IV - Declaration as to whether trust currently exists.

The final issue that must be addressed is whether a trust was created by Decedent when she filmed a video on April 23, 2020. It is undisputed that Decedent's video is not a last will and testament.[9] However, Ms. Robinson-Beasley alleges that an oral trust was created by the statements made by Decedent in the video and that such trust currently exists.

A trust may be created by: 1) the transfer of property to another person as trustee during the settlor's lifetime or by will or other disposition taking effect upon the settlor's death, 2) the declaration by the owner of property that the owner holds identifiable property as trustee, 3) the exercise of a power of appointment in favor of a trustee, or 4) a court pursuant to its statutory or equitable powers. Tenn. Code Ann. § 35-15-401. A trust need not be created by a trust agreement,

[8] Persons involved in the sale of Decedent Condo and/or persons at Decedent's bank may have reasonably relied on Ms. Robinson-Beasley's false representations. However, such persons are not a party to this lawsuit or asserting a claim in this lawsuit.

[9] In numbered paragraph 4 of Ms. Robinson-Beasley's Petition, she states that the video made by Decedent "arguably contains nuncupative Will contents as well" but failed to provide legal authority for such argument. At the hearing of the Administrator's motion for summary judgment, Ms. Robinson-Beasley abandoned the argument and conceded that the requirements to establish a nuncupative last will and testament had not been met.

but the creation of an oral trust can be established by its terms if established by clear and convincing evidence. Tenn. Code Ann. § 35-15-407.

Here, no facts have been alleged to establish that Decedent transferred property to another as trustee during her lifetime[10] or by will or other disposition taking effect upon Decedent's death. No facts have been alleged to establish that Decedent declared herself to own identifiable property as trustee or that a power of appointment was executed in favor of a trustee. It has not been alleged that a trust has been established by a court pursuant to its statutory or equitable powers. However, Ms. Robinson-Beasley's Petition is currently pending with this Court in which she has asked this Court, *inter alia*, to establish a trust for Decedent's two dogs, Buffy and Jody, based upon the video made by Decedent.[11] The Administrator is not seeking a summary judgment as to whether the Court should establish a trust in a future hearing of Ms. Robinson-Beasley's Petition as presumably this would require the Court to hear and make a determination as to material facts that are in dispute.

Simply put, a trust does not currently exist based upon Decedent's video made on April 23, 2020 as no facts have been alleged upon which such trust could currently exist. Therefore, to the extent a declaration is sought pursuant to the motion for summary judgment, the Administrator is entitled to a declaration that no such trust currently exists.[12]

---

[10]In attempting to dispute the Administrator's allegation that Decedent did not deed Decedent's House to a trust, Ms. Robinson-Beasley argued that "Marilyn did in deed the property to me in trust for Buffy and Jody," citing paragraph 3 of her own affidavit. The deeds for Decedent's House speak for themselves and establish an undisputed fact which is contrary to Ms. Robinson-Beasley's affidavit. Decedent did not sign either of the deeds. Rather the first deed, to Ms. Robinson-Beasley's mother, was signed by Ms. Robinson-Beasley purporting to act as attorney-in-fact for Decedent under a power of attorney which the court now finds to be void as a matter of law.

[11]Tennessee law does permit the creation of a trust for the care of an animal. The applicable statute provides:

> (a) A trust may be created to provide for the care of an animal alive during the settlor's lifetime. The trust terminates upon the death of the animal or, if the trust was created to provide for the care of more than one (1) animal alive during the settlor's lifetime, upon the death of the last surviving animal. The trust may not be enforced for more than ninety (90) years.
>
> (b) A trust authorized by this section may be enforced by any of the following who are appointed under the terms of a trust: a trustee, trust advisor, trust protector or other person or, if no person is so appointed, by a person appointed by the court. In addition, a person having an interest in the welfare of the animal may request the court to appoint a person to enforce the trust or to remove a person appointed.
>
> (c) Property of a trust authorized by this section may be applied only to its intended use, except to the extent the court determines that the value of the trust property exceeds the amount required for the intended use. Except as otherwise provided in the terms of the trust, property not required for the intended use must be distributed to the settlor, if then living, otherwise to the settlor's successors in interest.

Tenn. Code Ann. § 35-15-408

[12] The Court makes no determination at this time and reserves all ruling on whether the Court may establish a trust upon the future hearing of Ms. Robinson-Beasley's Petition.

D. Conclusion.

For the foregoing reasons, the Administrator's motion to strike is denied, the Administrator's motion for partial summary judgment is granted as to Counts II (Conversion) and IV (Declaration as to whether trust currently exists), and the Administrator's motion for partial summary judgment is denied as to Counts I (Breach of Fiduciary Duty) and III (Intentional Misrepresentation/Fraud).

All other pending matters are reserved for further proceedings.

IT IS SO ORDERED.

ENTERED this February 29, 2024,

[Electronic Signature Page to Follow]
JUDGE ANDRA HEDRICK

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this Order has been served upon the following:

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Lebanon TN 37087
Cathryn@mcbrienlawgroup.com

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Memphis, TN 38109

Joyce Ann Gordon
1393 Trail Ridge Lane
Memphis, TN 38106

Carl E. Johnson
2415 Drake Cove
Memphis, TN 38106

This 29th day of February, 2024.

/s/ Penny Hubbell, Deputy Clerk

Prepared by
Sheila L Robinson-Beasley
Atty At Law 5865 Ridgeway Center Pkwy #300, Mphs TN 38120

 Exhibit "A"

DURABLE FINANCIAL POWER OF ATTORNEY

I, Marilyn Robinson of 501 S Lakeridge, Nashville, Tennessee, 37214 (hereinafter known as the "Principal"), **HEREBY DESIGNATE** Sheila L. Robinson-Beasley of 937 Cairn Creek Drive, Cordova, TN 38018, (hereinafter known as the "Agent"), to act as the Agent for the Principal's benefit, and shall exercise powers in the Principal's best interest and general welfare, as a fiduciary.

APPOINTMENT OF ALTERNATE AGENT

There shall be no other individuals authorized to make financial decisions on the Principal's behalf.

THE PRINCIPAL DELEGATES THE FOLLOWING POWERS TO THE AGENT

(The Principal must Initial in the preceding space to all the powers **(IN BOLD)** if either granted or negated)

MR **BANKING** - In regards to banking activities, the Principal authorizes the Agent to:

Continue, modify, and terminate an account or other banking arrangement made by or on behalf of the Principal;

Establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the Agent;

Contract for services available from a financial institution, including renting a safe deposit box or space in a vault;

Withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the Principal deposited with or left in the custody of a financial institution;

Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;

Enter a safe deposit box or vault and withdraw or add to the contents;

Borrow money and pledge as security personal property of the Principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the Principal or payable to the Principal or the Principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the Principal and pay it when due;

Receive for the Principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;

Apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and

Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

Karen Johnson Davidson County
Batch# 843376 POA
04/21/2022 10:02:04 AM 14 pgs
Fees $32.00 Taxes $0.00
[redacted]
20220421-0046085

Exhibit B

In addition to the above-stated powers, the Principal authorizes the Agent to the following special instructions: Specifically, the Agent shall have the authority and power to manage any and All accounts of the Principal including but not limited to the Principal's checking, savings and retirement accounts at First Tennessee Bank and any and all other Banks or financial accounts that the Principal may have.

BUSINESS INTEREST - In regards to business-related activities, the Principal authorizes the Agent to:

Operate, buy, sell, enlarge, reduce, or terminate an ownership interest;

Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the Principal has, may have, or claims to have;

Enforce the terms of an ownership agreement;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the Principal is a party because of an ownership interest;

Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the Principal has or claims to have as the holder of stocks and bonds;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the Principal is a party concerning stocks and bonds;

With respect to an entity or business owned solely by the Principal:

i. Continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the Principal with respect to the entity or business before execution of the power of attorney;

ii. determine:

a. The location of its operation;

b. The nature and extent of its business;

c. The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;

d. The amount and types of insurance carried; and

e. The mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors;

Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and

Demand and receive money due or claimed by the Principal or on the Principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;

Put additional capital into an entity or business in which the Principal has an interest;

Join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;

Sell or liquidate all or part of an entity or business;

Establish the value of an entity or business under a buy-out agreement to which the Principal is a party;

Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments; and

Pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the Principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

MR **SAFE DEPOSIT BOX** - The Principal authorizes the Agent to have access, at any time, to any safe-deposit box rented by the Principal or to which (s)he may have access, wheresoever located, including drilling, if necessary, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe-deposit box; and any institution in which any such safe-deposit box may be located shall not incur any liability the Principal or their estate as a result of permitting the Agent to exercise this power.

MR **STOCKS AND BONDS** - In regards to stocks and bonds, the Principal authorizes the Agent to:

Buy, sell, and exchange stocks and bonds;

Establish, continue, modify, or terminate an account with respect to stocks and bonds;

Pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the Principal;

Receive certificates and other evidences of ownership with respect to stocks and bonds; and

Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

MR **COMMODITIES AND OPTIONS** - In regards to commodities and options, the Principal authorizes the Agent to buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and establish, continue, modify, and terminate option accounts.

MR **CLAIMS AND LITIGATION** - In regards to claims and litigation, the Principal authorizes the Agent to:

Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the Principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;

Bring an action to determine adverse claims or intervene or otherwise participate in litigation;

Seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;

Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the Principal in litigation;

Submit to alternative dispute resolution, settle, and propose or accept a compromise;

Waive the issuance and service of process upon the Principal, accept service of process, appear for the Principal, designate persons upon which process directed to the Principal may be served, execute and file or deliver stipulations on the Principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;

Act for the Principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the Principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the Principal in property or other thing of value;

Pay a judgment, award, or order against the Principal or a settlement made in connection with a claim or litigation; and

Receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

MR **LENDING & BORROWING** - In regards to loans, borrowing money, and promissory notes: the Principal authorizes the Agent to make loans in the Principal's name; to borrow money in the Principal's name, individually or jointly with others; to give promissory notes or other obligations therefor; and to deposit or mortgage as collateral or for security for the payment thereof any or all of the Principal's securities, real estate, personal property, or other property of whatever nature and wherever situated, held by the Principal personally or in trust for their benefit.

MR **GOVERNMENT BENEFITS** - In regards to Government benefits, the Principal authorizes the Agent to:

Execute vouchers in the name of the Principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the Principal, including allowances and reimbursements for transportation of individuals considered relatives or family, and for shipment of their household effects;

Take possession and order the removal and shipment of property of the Principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

Enroll in, apply for, select, reject, change, amend, or discontinue, on the Principal's behalf, a benefit or program not limited but including Social Security, Medicare, Medicaid, and any Military Benefits;

Prepare, file, and maintain a claim of the Principal for a benefit or assistance, financial or otherwise, to which the Principal may be entitled under a statute or regulation;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the Principal may be entitled to receive under a statute or regulation; and

Receive the financial proceeds of a claim described in this section and conserve, invest, disburse, or use for a lawful purpose anything so received.

RETIREMENT PLANS - The Principal authorizes the Agent authority over retirement plans defined as:

A plan or account created by an employer, the Principal, or another individual to provide retirement benefits or deferred compensation of which the Principal is a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code:

An individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. Section 408, as amended;

A Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. Section 408A, as amended;

A deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. Section 408(q), as amended;

An annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. Section 403(b), as amended;

A pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. Section 401(a), as amended;

A plan under Internal Revenue Code Section 457(b), 26 U.S.C. Section 457(b), as amended; and

A non-qualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. Section 409A, as amended.

Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to retirement plans authorizes the Agent to:

i. Select the form and timing of payments under a retirement plan and withdraw benefits from a plan;

ii. Make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;

iii. Establish a retirement plan in the Principal's name;

iv. Make contributions to a retirement plan;

v. Exercise investment powers available under a retirement plan; and borrow from, sell assets to, or purchase assets from a retirement plan.

TAXES - In regards to taxes, the Principal authorizes the Agent to:

Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. Section 2032A, as amended, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;

Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;

Exercise any election available to the Principal under federal, state, local, or foreign tax law; and

Act for the Principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

INSURANCE AND ANNUITIES - In regards to insurance policies and annuities, the Principal authorizes the Agent to:

Continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the Principal which insures or provides an annuity to either the Principal or another person, whether or not the Principal is a beneficiary under the contract;

Procure new, different, and additional contracts of insurance and annuities for the Principal and the Principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;

Pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the Agent;

Apply for and receive a loan secured by a contract of insurance or annuity;

Surrender and receive the cash surrender value on a contract of insurance or annuity;

Exercise an election;

Exercise investment powers available under a contract of insurance or annuity;

Change the manner of paying premiums on a contract of insurance or annuity;

Change or convert the type of insurance or annuity with respect to which the Principal has or claims to have authority described in this section;

Apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the Principal;

Collect, sell, assign, hypothecate, borrow against, or pledge the interest of the Principal in a contract of insurance or annuity;

Select the form and timing of the payment of proceeds from a contract of insurance or annuity; and

Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS - In regards to insurance policies and annuities, the Principal authorizes the Agent to:

The Principal authorizes the Agent to have general authority with respect to estates, trusts, and other beneficial interests to:

Accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from the fund;

Demand or obtain money or another thing of value to which the Principal is, may become, or claims to be, entitled by reason of the fund, by litigation or otherwise;

Exercise for the benefit of the Principal a presently exercisable general power of appointment held by the Principal;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the Principal;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;

Conserve, invest, disburse, or use anything received for an authorized purpose;

Transfer an interest of the Principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the Principal as settlor; and

Reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund.

REAL ESTATE - In regards to real estate, The Principal authorizes the Agent to:

Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;

Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;

Pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

Release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;

i. Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the Principal, including:

ii. Insuring against liability or casualty or other loss;

iii. Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;

iv. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and

v. Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;

Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the Principal has, or claims to have, an interest or right;

Participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:

i. Selling or otherwise disposing of them;

ii. Exercising or selling an option, right of conversion, or similar right with respect to them; and

iii. exercising any voting rights in person or by proxy;

iv. change the form of title of an interest in or right incident to real property; and

Dedicate to public use, with or without consideration, easements or other real property in which the Principal has, or claims to have, an interest.

PERSONAL PROPERTY - In regards to personal property, the Principal authorizes the Agent to:

Demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;

Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property;

Grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

Release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the Principal, with respect to tangible personal property or an interest in tangible personal property;

Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the Principal, including:

i. Insuring against liability or casualty or other loss;

ii. Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;

iii. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;

iv. Moving the property from place to place;

v. Storing the property for hire or on a gratuitous bailment; and

vi. Using and making repairs, alterations, or improvements to the property; and

Change the form of title of an interest in tangible personal property.

PERSONAL & FAMILY MAINTENANCE - In regards to personal and family maintenance, the Principal authorizes the Agent to:

I. Perform the acts necessary to maintain the customary standard of living of the Principal, the Principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born:

i. The Principal's children;

ii. Other individuals legally entitled to be supported by the Principal; and

iii. The individuals whom the Principal has customarily supported or indicated the intent to support;

II. Make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the Principal is a party;

III. Provide living quarters for the individuals described in section I by:

i. Purchase, lease, or other contract; or

ii. Paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the Principal or occupied by those individuals;

IV. Provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in section I;

V. Pay expenses for necessary health care and custodial care on behalf of the individuals described in section I;

VI. Act as the Principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, as amended, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the Principal or anyone authorized under the law of this state to consent to health care on behalf of the Principal;

VII. Continue any provision made by the Principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in section I;

VIII. maintain credit and debit accounts for the convenience of the individuals described in section I and open new accounts; and

IX. Continue payments incidental to the membership or affiliation of the Principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

X. Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an Agent may or may not have with respect to GIFTS.

GIFTS - The Principal authorizes the Agent to make gifts described as:

A gift "for the benefit of" a person includes a gift to a trust, an account under the Uniform Transfers to Minors Act, and a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code Section 529, 26 U.S.C. Section 529, as amended.

Unless the power of attorney otherwise expressly provides, language in a power of attorney granting general authority with respect to gifts authorizes the Agent only to:

i. Make outright to, or for the benefit of, a person including the Agent, a gift of any of the Principal's property, including by the exercise of a presently exercisable general power of appointment held by the Principal, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b), 26 U.S.C. Section 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if the Principal's spouse agrees to consent to a split gift pursuant to Internal Revenue Code Section 2513, 26 U.S.C. 2513, as amended, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and

ii. Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. Section 2513, as amended, to the splitting of a gift made by the Principal's spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses.

An Agent may make a gift of the Principal's property only as the Agent determines is consistent with the Principal's objectives if actually known by the Agent and, if unknown, as the Agent determines is consistent with the Principal's best interest based on all relevant factors, including:

i. The value and nature of the Principal's property;

ii. The Principal's foreseeable obligations and need for maintenance;

iii. Minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes;

iv. Eligibility for a benefit, a program, or assistance under a statute or regulation; and

v. The Principal's personal history of making or joining in making gifts.

SPECIAL INSTRUCTIONS - In addition to the above-stated powers, the Principal authorizes the Agent to the following special instructions: Specifically, the Agent shall have the authority and power to manage any and All accounts of the Principal including but not limited to the Principal's checking, savings and retirement accounts at First Tennessee Bank and any and all other Banks or financial accounts that the Principal may have.

EFFECTIVE DATE This power of attorney shall begin: Immediately

Immediately upon the execution of this document. These powers shall not be affected by any subsequent disability or incapacity the Principal may experience in the future.

AUTHORITY OF AGENT

Any party dealing with the Agent hereunder may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of the Agent as to any action taken hereunder. In this regard, no person who may in good faith act in reliance upon the representations of the Agent or the authority granted hereunder shall incur any liability to the Principal or their estate as a result of such act. The Principal hereby ratify and confirm whatever the Agent shall lawfully do under this instrument. The Agent is authorized as he or she deems necessary to bring an action in court so that this instrument shall be given the full power and effect that the Principal intends on by executing it.

AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

I, Sheila L. Robinson-Beasley, certify that the attached is a true copy of a power of attorney naming the undersigned as Agent for Marilyn Robinson. I certify that to the best of my knowledge the Principal had the capacity to execute the power of attorney, is alive, and has not revoked the power of attorney; that my powers as Agent have not been altered or terminated; and that the power of attorney remains in full force and effect.

I accept appointment as Agent under this power of attorney.

This certification and acceptance is made under penalty of perjury.

Agent's Signature Sheila L. Robinson-Beasley

Sheila L. Robinson-Beasley of 937 Cairn Creek Drive, Cordova, TN 38018, formerly 4094 Pine Hill Cove, Lakeland, TN 38002.

Notary Public

PAM B. MARTIN
STATE OF TENNESSEE
NOTARY PUBLIC
SHELBY COUNTY

My commission expires: March 8, 2024

LIABILITY OF AGENT

The Agent shall not incur any liability to the Principal under this power except for a breach of fiduciary duty.

REIMBURSEMENT AND COMPENSATION

The Agent is not entitled to any reimbursement for reasonable expenses incurred in exercising the powers hereunder. Furthermore, the Agent shall not be entitled to any compensation for their duties as Agent.

AMENDMENT AND REVOCATION

The Principal can amend or revoke this power of attorney at any time, if the Principal is not incapacitated, by a document delivered to the Agent. Any amendment or revocation is ineffective as to a third party until such third party has notice of such revocation or amendment.

This power of attorney hereby revokes any and all financial powers of attorney the Principal may have executed in the past.

STATE LAW

This power of attorney is governed by the laws of the State of Tennessee. Unless the Principal specifically limits the period of time that this power of attorney will be in effect, the Agent may exercise the powers given to him or her after (s)he becomes incapacitated. A court, however, can take away the powers of the Agent if it finds that the Agent is not acting properly. The Principal may also revoke this power of attorney at their desire. This power of attorney does not authorize the Agent to appear in court for the Principal as an attorney-at-law or otherwise to engage in the practice of law unless he or she is a licensed attorney who is authorized to practice law in Tennessee.

PHOTOCOPIES

Photocopies of this document can be relied upon as though they were originals. MR SMR

IN WITNESS WHEREOF, I executed this power of attorney on ~~December 13th 2018 in the~~ the 5th day of February 2022 in the presence of a notary public.

EXECUTION

You must initial, date, and sign this power of attorney before two (2) witnesses not related by blood or marriage.

Principal's Signature Marilyn Robinson

Marilyn Robinson.

Notary Public

PAMELA B. MARTIN
NOTARY PUBLIC
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

Pam

My commission expires: March 6, 2024

NOTARY ACKNOWLEDGMENT

STATE OF TENNESSEE

Davidson ss.

On this 5th day of Feb, 2022, before me appeared Marilyn Robinson as Principal of this power of attorney who proved to me through government issued photo identification to be the above-named person, in my presence executed this foregoing instrument and acknowledged that (s)he executed the same as his/her own free act and deed.

Pam B. Martin

Notary Public

PAM B. MARTIN
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

My commission expires: March 6, 2024

WITNESS STATEMENT AND ACKNOWLEDGMENT

I am not the person appointed as agent or successor agent in this power of attorney. I am not related to Marilyn Robinson by blood or marriage. I am not entitled to any portion of Marilyn Robinson's estate, nor do I have any claim against their estate. I am not the attending physician of Marilyn Robinson or an employee of the attending physician. I am not involved in providing direct patient care to Marilyn Robinson. and not an officer, director, partner, or business office employee of the health care facility or of any parent organization of the healthcare facility.

SIGNATURE OF THE FIRST WITNESS

Signature: Latrisha Jemison

Print Name: Latrisha Jemison Date: 2-5-22

Address: 4165 Dodson Chapel Rd Hermitage, TN 37076

Notary Public

PAM B. MARTIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My commission expires: March 6, 2024

SIGNATURE OF THE SECOND WITNESS

Signature: Deborah Luter

Print Name: Deborah Luter Date: 2/5/2022

Address: 5541 Hill Rail Brentwood, TN. 37027

Notary Public

PAM B. MARTIN STATE OF TENNESSEE NOTARY PUBLIC SEAL DAVIDSON COUNTY

My commission expires: March 6, 2024

This instrument prepared by:
Sheila L. Robinson-Beasley
Attorney at Law
5865 Ridgeway Center Parkway, Suite 300
Mphs, TN 38120

Karen Johnson Davidson County
Batch# 835776 DEEDQC
04/06/2022 03:00:42 PM 2 pgs
Fees: [redacted]

20220406-0040082

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that MARILYN ROBINSON for and in consideration of Ten Dollars ($10.00) does hereby bargain, sell, release, remise, quitclaim and convey unto BARBARA J. ROBINSON all of her right, title, and interest in and to the following described real estate located in Nashville, Davidson County Tennessee, to wit:

Lot No 4 on the plat of Phase One, Lakeridge, of record in Plat Book 7900, Page 962, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of said lot.

This being the same property conveyed by Warranty Deed from Frank E. Hildreth and wife, Ruth W. Hildreth of record in Book 10706 page 158 in the Register's Office of Davidson County, Tennessee, with the property address of 501 South Lakeridge Place, Nashville, Tennessee 37214.

IN THE TESTIMONY WHEREOF, I have hereunto set my hand this 8th day of February 2022.

Marilyn Robinson by Sheila L Robinson-Beasley Attorney in Fact

Marilyn Robinson by
Sheila L. Robinson-Beasley, Attorney In Fact

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Robert, bad acknowledgment.

BAD

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, appeared, Sheila L. Robinson-Beasley known to me to be the person described in and who executed the foregoing instrument, and acknowledge that she executed the same as a free act and deed.

Witness my hand and Notarial seal this 8th day of February 2022.

DeeAnne Holland
Notary Public

My Commission Expires: 04.10.2022

DEEANNE HOLLAND
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
My Commission Expires 04-10-2022

MAIL TAX NOTICE TO:
Sheila L. Robinson-Beasley, 937 Cairn Creek Drive, Cordova TN 38018

RETURN TO:
Sheila L. Robinson-Beasley, 937 Cairn Creek Drive, Cordova TN 38018

MAP PARCEL NUMBERS
Map 109 / Group 1-A / Parcel 4CO

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer is $10.00.

Affiant, Sheila L. Robinson-Beasley

Subscribed and sworn to before me this the 1st day of April 2022.

DeeAnne Holland
Notary Public

My Commission Expires: 04.10.2022

DEEANNE HOLLAND
STATE OF TENNESSEE
NOTARY PUBLIC
SHELBY COUNTY
My Commission Expires 04-10-2022

DAVIDSON CO. CHANCERY CT.
Karen Johnson Davidson County
Batch# 835776 DEEDQC
04/06/2022 03:00:42 PM 2 pgs
Fees: $12.00 Taxes: $0.00
[redacted]
20220406-0040083

This instrument prepared by:
Sheila L. Robinson-Beasley
Attorney at Law
5865 Ridgeway Center Parkway, Suite 300
Mphs, TN 38120

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that BARBARA J. ROBINSON for and in consideration of Ten Dollars ($10.00) does hereby bargain, sell, release, remise, quitclaim and convey unto SHEILA L. ROBINSON-BEASLEY all of her right, title, and interest in and to the following described real estate located in Nashville, Davidson County Tennessee, to wit:

Lot No 4 on the plat of Phase One, Lakeridge, of record in Plat Book 7900, Page 962, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of said lot.

This being the same property conveyed by Warranty Deed from Frank E. Hildreth and wife, Ruth W. Hildreth of record in Book 10706 page 158 in the Register's Office of Davidson County, Tennessee, with the property address of 501 South Lakeridge Place, Nashville, Tennessee 37214.

IN THE TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of April 2022.

Barbara J. Robinson

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, appeared Barbara Robinson known to me to be the person described in and who executed the foregoing instrument, and acknowledge that she executed the same as a free act and deed.

Witness my hand and Notarial seal this the 1st day of April 2022.

DeeAnne Holland
Notary Public

DEEANNE HOLLAND
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
My Commission Expires 04-10-2022

My Commission Expires: 04.10.2022

PROPERTY ADDRESS:
501 South Lakeridge Place, Nashville, Tennessee 37214.

NAME AND ADDRESS OF PROPERTY OWNER:
Sheila L. Robinson-Beasley, 937 Cairn Creek Drive, Cordova TN 38018

MAIL TAX NOTICE TO:
Sheila L. Robinson-Beasley, 937 Cairn Creek Drive, Cordova TN 38018

RETURN TO:
Sheila L. Robinson-Beasley, 937 Cairn Creek Drive, Cordova TN 38018

MAP PARCEL NUMBERS
Map 109 / Group 1-A / Parcel 4CO

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer is $10.00.

Affiant, Sheila L. Robinson-Beasley

Subscribed and sworn to before me this the 1st day of April 2022.

DeeAnne Holland
Notary Public

My Commission Expires: 04.10.2022

DEEANNE HOLLAND
STATE OF TENNESSEE
NOTARY PUBLIC
SHELBY COUNTY
My Commission Expires 04-10-2022

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF ORIGINAL INSTRUMENT FILED IN MY OFFICE.
THIS 28th DAY OF March 2024
MARIA M. SALAS, CLERK & MASTER
BY Chelsea R. Taylor
DEPUTY