



# National Family Trusts

Dear Mr. Tyer:

Congratulations! You have made a wise and responsible decision in selecting a National Family Trusts Revocable Living Trust to avoid the high cost and extended time delays associated with the probate process. Your Revocable Living Trust will allow you to manage your assets now, and plan your estate for the future.

You will find several documents in the 3-ring binder each of which contains the necessary legal terminology to accomplish its purpose, yet remain simple enough for the nonprofessional to understand.

We have divided the estate plan into eight different sections:

- ▶ Section 1 - Trust Summary. It includes a discussion of all the components of your Trust package, as well as some other very useful information.
- ▶ Section 2 - The Trust of **Floyd G. Tyer**, Declaration and Instrument of Trust, and a General Assignment to Trust and Declaration of Ownership.
- ▶ Section 3 - Pour Over Will.
- ▶ Section 4 - Powers of Attorney for Property and/or Health Care document(s).
- ▶ Section 5 - Trustee General Instructions.
- ▶ Section 6 - Schedule of Trust Property where you will keep the dates and descriptions of the assets that you transfer to your trust.
- ▶ Section 7 - Trust Minutes where you may record personal comments reflecting your thoughts and wishes regarding matters addressed in the trust instrument.

After reading all of the documents comprised in your estate plan have them notarized in accordance with the laws of your state, and then transfer the assets you have selected to yourself as Trustee of The Trust of **Floyd G. Tyer**. At that point you will have fully executed your trust.

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The Trust of **Floyd G. Tyer** - Account # 980736

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**SUMMARY OF YOUR  
NATIONAL FAMILY TRUSTS  
REVOCABLE LIVING TRUST ESTATE PLAN**

A revocable living trust allows you to avoid probate while managing your own estate in the same manner as you currently do. The significance of a revocable living trust is that it survives you at death, therefore there is nothing for the court to probate.

By executing the enclosed "Declaration and Instrument of Trust" you are creating an entity to accept whatever assets you choose to transfer to it. Defined, a trust is something which is created to hold assets for the benefit of another. A living trust is similar in that you place your assets in trust for your own benefit during your life, then, after death, for the benefit of your loved ones.

Although the enclosed "Declaration and Instrument of Trust" may appear complicated, it is really quite simple. The trust actually owns your property and you own the trust. Thus, you manage and control your property in the same way you always have, and continue to obtain the benefits of your property for your lifetime. Following your death, your desires for the distribution of your estate are carried out by the person you designate as your successor trustee in your trust plan.

You may wish to have your property go to your spouse after your death, then, after your spouse's death, to your children or grandchildren. Depending upon your desires, your trust will include the necessary provisions to ensure that your wishes are carried out.

If you are a single or widowed person, you may have family, a friend or charities whom you wish to give your property at your death. Your trust will enable your designated successor trustee to carry out your wishes without the costs associated with probate.

Although National Family Trusts does not provide direct legal advice on your estate plan, the following documents have been drafted by our staff, and you can feel confident when seeking your own attorney's advice that your trust has been carefully constructed to meet your stated needs.

## **BASICS OF REVOCABLE TRUST MANAGEMENT**

### **1. HOW WILL MY LIVING TRUST AVOID PROBATE?**

Your Living Trust is designed to allow you, as Trustee, to ensure that your estate does not require court supervised probate. (Probate is a process where the court supervises the distribution of your estate after your death. Whether or not you have a Will, probate is necessary unless you choose to have your estate administered independently.) In your Living Trust you have selected a successor trustee to succeed you after death. Your successor trustee is responsible for carrying out your wishes as they are written in the trust instrument.

### **2. WHO CAN BE A TRUSTEE?**

During your lifetime, you are your own trustee. You may wish to select a professional trustee to manage your assets in trust, but a professional trustee, such as a bank, trust company, or title company is not required by law. For example, someone with a large estate who does not want the headaches of managing certain assets can contract with a professional trustee or another person to manage his or her affairs. In some cases persons who travel outside of the country a good deal of the time hire professional trustees to make sure their affairs are handled according to their needs and desires. However, professional trustees can be very costly, and normally persons with living trusts will act as their own trustees.

More importantly, trustees who handle your affairs after your death need clear direction from you to enable them to distribute your estate correctly. In your Living Trust, great care has been taken to provide your trustees with clear directions as well as the necessary authority to distribute your estate according to your wishes. Additionally, your Living Trust provides protection against anyone who may try to alter your intentions.

### **3. WHAT ARE SETTLORS, TRUSTEES, SUCCESSOR TRUSTEES, AND BENEFICIARIES?**

The "Settlors" are the creators of the trust. You are the settlor of your own trust. The "trustees" are the managers of the trust assets. You are also the trustee of your trust during your lifetime. The "successor trustee" is the person or persons who will distribute the assets of your estate after your death. The "beneficiary" is the person or persons who will benefit from the assets of the estate. Again, you are the beneficiary of your estate during your lifetime. In your trust, you will have named contingent beneficiaries who will benefit from your estate after your death.

### **4. IF I AM THE SETTLOR, TRUSTEE, AND BENEFICIARY, IS THERE REALLY A TRUST CREATED?**

Yes. By designating beneficiaries who will benefit from your estate according to your wishes after your death, a trust results. You may think of your trust as a substitute for a Will

with two important differences. First, a Will does not take effect until after your death, and second, a Will must be proven in court through the process of probate. A living trust takes effect as soon as it is funded with your assets, and a living trust avoids the probate problem.

#### **5. WHAT IS THE DIFFERENCE BETWEEN A FUNDED AND AN UNFUNDED TRUST?**

Once you have received your Living Trust, there are two important steps to take. The first is to execute your trust by signing all of the necessary documents in front of witnesses and a notary public where indicated. You must then fund your trust by transferring your assets into the trust. It is really quite simple. For example, with a Quitclaim Deed you can transfer real property from your current ownership to your trust (Some states require different procedures for transferring real property). Such a transfer is not considered to be a sale, therefore no reassessment of your property will take place and no tax consequences will result. Similarly, you may contact your bank or other financial institutions and request that they change the name on your accounts to the name of your Living Trust. If you need to transfer your stock certificates into your trust, you should notify your broker and/or the company that you own shares in for specific instructions. Your broker will be happy to assist you. When these steps are completed, your trust is fully funded.

#### **6. WHAT IS A GENERAL ASSIGNMENT?**

A general assignment is an alternative method of transferring your properties into your trust. By signing the General Assignment we have included (immediately following the Declaration of Trust) with your living trust estate plan, you will be providing written evidence that you clearly intended to place all of your property, including untitled personal assets, into your trust whether you own the property now or may acquire it in the future. Do not, however, rely solely on this General Assignment to "fund" your properties into the trust. You should still follow the instructions contained in paragraph 5 above which tells you to execute and record deeds to land and to transfer all of your financial institution accounts into the trust. The General Assignment should be viewed as a "back-up" document that will only be used if you die before your "funding" is completed to prove your true intention.

#### **7. CAN I DIRECT MY TRUSTEE TO GIVE A PARTICULAR PERSONAL EFFECT TO A SPECIFIC BENEFICIARY?**

With a revocable Living Trust you can specify at the creation of your trust that you wish certain assets to go to certain persons or organizations at your death.

#### **8. CAN I EVER CHANGE MY MIND?**

Yes. A Revocable Living Trust is fully revocable or amendable at any time by both settlors while they are living, or for unmarried persons, the trust is amendable at any time he

or she wishes.

## **9. WHAT IS A POUR OVER WILL?**

Since it is impractical to include everything you own in your trust by deed, account, or name you will find included in this plan a simple "Pour Over Will." Unlike the normal Last Will and Testament you may be used to, the Pour Over Will simply directs your named Executor to Pour Over any asset into your Living Trust that you failed to include in your trust originally. Typically, a conscientious trustee of his or her trust will have already transferred all major assets into the living trust so that no probate is necessary to transfer the remaining assets into the living trust through the Pour Over Will. You might think of the Pour Over Will as a housekeeping tool for your estate plan.

## **10. WHAT DOES A DURABLE POWER OF ATTORNEY FOR HEALTH CARE MEAN?**

Every National Family Trust Plan includes a Power of Attorney for Health Care document or Living Will depending upon the laws in your State. It is your option to use these documents or not to use them. The Durable Power of Attorney for Health Care allows a person of your choice to make health care decisions for you in the event you become physically unable to make these decisions or give consent to treatment yourself. You may also allow your designated agent to withhold medical treatment in certain circumstances. The Living Will, for those States that use it, is similar in effect but does not allow an appointed health care agent to make decisions for you. The Living Will allows you to make your desires known concerning life-sustaining treatment while you are relatively healthy and able.

## **11. WILL MY LIVING TRUST AVOID TAXES?**

No. However, different taxes can have different results depending on the size of the estate and the circumstances existing at the time of your death. For example, if you have income producing property in your trust, during your lifetime you will be taxed on the income in the same manner as if it were property held by you without a trust. If you have a particularly large estate, it may be helpful to consult an estate planner to maximize your estate and to avoid the untimely payment of taxes. Your living trust is an important tool in the overall estate plan.

## The Trust of Floyd G. Tyer

### Table of Contents

#### Article 1

#### Declaration of Trust

- 1.1 Trust establishment and particulars.
- 1.2 Trust estate.
- 1.3 Initial allocation of trust estate.

#### ARTICLE 2

#### Trust During Floyd G. Tyer's Life

- 2.1 Introduction.
- 2.2 Use of income.
- 2.3 Use of principal.
- 2.4 Incapacity of settlor - payment.
- 2.5 Incapacity of settlor - health care decisions.
- 2.6 Payments to others.
- 2.7 Revocation during settlor's life.
- 2.8 Amendment during settlor's life.
- 2.9 Powers of revocation and amendment personal.

#### ARTICLE 3

#### Trust at Floyd G. Tyer's Death

- 3.1 Debts, last illness and funeral costs, expenses of administration.
- 3.2 Allocation and distribution of the trust estate.
- 3.3 Death taxes.

#### ARTICLE 4

#### Office of Trustee

- 4.1 Nomination of trustees.
- 4.2 Trustee compensation.
- 4.3 Employment of consultants.
- 4.4 Exculpatory clause.
- 4.5 Waiver of liability.
- 4.6 Bond waiver.
- 4.7 Retain or abandon property.
- 4.8 Unproductive property.
- 4.9 Sell, exchange, or repair property.

- 4.10 Lease.
- 4.11 Investments.
- 4.12 Securities.
- 4.13 Financial institutions.
- 4.14 Investment funds.
- 4.15 Nominee's name.
- 4.16 Insurance.
- 4.17 Loans.
- 4.18 Borrowing.
- 4.19 Private accounting.
- 4.20 Principal and income - act governs.
- 4.21 Depreciation reserve.
- 4.22 Undistributed income.
- 4.23 Expense allocation - proration.
- 4.24 Tax consequences.
- 4.25 Multiple trusts.
- 4.26 Death Taxes - beneficiary.
- 4.27 Last illness and funeral expenses - beneficiary.
- 4.28 Distributions - consideration of basis of assets.
- 4.29 Distribution powers.
- 4.30 Small trust termination.
- 4.31 Backup trust - minor beneficiary.
- 4.32 Perpetuities savings clause.

#### **ARTICLE 5**

##### **Interpretation, Definitions, Contest, General**

- 5.1 Construction of terms.
- 5.2 Definitions.
- 5.3 No contest clause.
- 5.4 Survivorship clause.
- 5.5 Choice of law.
- 5.6 Previous contracts for trust disposition.
- 5.7 Severability clause.

#### **ARTICLE 6**

##### **Execution and Acknowledgment**

The Trust of Floyd G. Tyer

ARTICLE 1  
Declaration of Trust  
(This is a Grantor Trust)

1.1 Trust establishment and particulars. With this instrument, **Floyd G. Tyer** declares the establishment of a revocable living trust by delivering to the trustee without consideration the property described hereinafter as the "Trust Estate."

For reference purposes, the following information applies:

- (a) Name of Trust - **The Trust of Floyd G. Tyer**
- (b) Date Established - 12/12/98
- (c) Settlor/Trustee - **Floyd G. Tyer**
- (d) Children Living - None
- (e) Children Deceased - None
- (f) Lifetime Beneficiary - **Floyd G. Tyer**
- (g) Remainder beneficiaries - **Allison Lee Sparks,  
Todd Owen Sparks, and  
Gary R. Sparks.**

1.2 Trust estate. The property transferred to the **The Trust of Floyd G. Tyer** shall be known as the "trust estate."

1.3 Initial allocation of trust estate. Initially the trust estate shall be allocated for the benefit of **Floyd G. Tyer**, beneficiary.

ARTICLE 2  
Trust During **Floyd G. Tyer's** Life

2.1 Introduction. While **Floyd G. Tyer** is living, the trustee shall hold, administer, and distribute the trust as directed in this Article 2.

2.2 Use of income. **Floyd G. Tyer** shall be entitled to utilize as much of the net income of the trust estate as is necessary for the health, education, support, comfort, welfare, or happiness of **Floyd G. Tyer** and to maintain at a minimum **Floyd G. Tyer's** accustomed manner of living. Any income not so distributed shall be added to principal.

2.3 Use of principal. If the income is insufficient, **Floyd G. Tyer** may utilize as much of the principal of the separate trust estate as is reasonably necessary for **Floyd G. Tyer's** health, education, support, comfort, welfare, or happiness to maintain at a minimum **Floyd G. Tyer's** accustomed manner of living.

**2.4 Incapacity of settlor - payment.** If a court declares **Floyd G. Tyer** incompetent, or if the trustee and/or cotrustee and/or successor trustee, after consultation with medical professionals, provides written statements from two licensed physicians that **Floyd G. Tyer** is unable to manage **Floyd G. Tyer's** own affairs by reason of physical or mental disability, then the trustee and/or cotrustee and/or successor trustee may access trust estate property for the purpose of paying to, or for, **Floyd G. Tyer** as much of the income and principal from the trust estate as is necessary for **Floyd G. Tyer's** health, education, or support to maintain **Floyd G. Tyer's** accustomed manner of living. Added to the principal shall be any income not distributed.

**2.5 Incapacity of settlor - health care decisions.** If **Floyd G. Tyer** becomes incapable of giving informed consent for health care decisions, the settlor hereby grants the successor trustee(s) in the order named in this document full power and authority to make health care decisions on the settlor's behalf, including the right to consent, refuse consent, or withdraw consent to any care, treatment, service, or procedure to maintain, diagnose, or treat the settlor's physical or mental conditions, and to receive and to consent to the release of medical information. The successor trustee shall rely on any Durable Power of Attorney for Health Care or similar document relating to health care decisions that has been executed by the settlor when carrying out specific health care decisions relating to the settlors. If no such Durable Power of Attorney has been executed, the powers enumerated in this provision shall be given full force and effect.

**2.6 Payments to others.** **Floyd G. Tyer** may at any time pay single sums or periodic payments from the trust estate to any person or organization. Additionally, **Floyd G. Tyer's** conservator may exercise this power for payments qualifying for the federal gift tax annual donee exclusion.

**2.7 Revocation during settlor's life.** **Floyd G. Tyer** may at any time revoke the trust estate in whole or in part.

**2.8 Amendment during settlor's life.** **Floyd G. Tyer** may at any time amend any of the terms of this trust by a written document.

**2.9 Powers of revocation and amendment personal.** The powers of **Floyd G. Tyer** to revoke or amend this trust are personal, and no guardian, conservator, or other person shall exercise them.

### ARTICLE 3

#### Trust at **Floyd G. Tyer's** Death

**3.1 Debts, last illness and funeral costs, expenses of administration.** The trustee may, in its reasonable discretion, pay from the trust estate **Floyd G. Tyer's** debts, last illness and funeral costs, and expenses of administration for this trust.

**3.2 Allocation and distribution of the trust estate.** The trustee shall allocate and distribute the remainder of the trust estate in equal shares to the settlor's nephew, great-niece, and great-

nephew, namely, **Gary R. Sparks, Allison Lee Sparks, and Todd Owen Sparks**, respectively, if they survive the settlor. Provided that if any of the said beneficiaries should predecease the settlor and leave issue who survive the settlor, those issue shall take, by right of representation, the share that such predeceased beneficiary would have taken had he or she survived the settlor. Provided further, if any such predeceased beneficiary leaves no surviving issue, the share of the trust estate that would have been distributed to such predeceased beneficiary shall be distributed to the other said beneficiaries, in shares proportionately equal to their original trust shares, or, if any such other beneficiaries are then deceased, to their respective surviving issue, by right of representation.

The shares allocated to the said beneficiaries pursuant to the foregoing provisions shall be divided in the following manner: **FIFTY PERCENT to Gary R. Sparks; TWENTY-FIVE PERCENT (25%) to Allison Lee Sparks; and TWENTY-FIVE PERCENT (25%) to Todd Owen Sparks.**

If none of the beneficiaries named above, nor any of their respective issue, survive the settlor, the trustee shall distribute the remainder of the trust estate to the deceased settlor's next of kin, their identities and shares to be determined under Tennessee law in effect on the date of execution of this instrument.

**3.3 Death taxes.** Except for gifts expressly made free of tax, **Floyd G. Tyer** directs the trustee to charge and collect all federal death taxes from those persons sharing in the federal taxable estate. Further, **Floyd G. Tyer** directs the trustee to charge and collect all state death taxes in the same manner as the federal death taxes and not as probate administration expenses.

## ARTICLE 4 Office of Trustee

**4.1 Nomination of trustees.** Unless otherwise provided herein the trustee shall be the settlor and the successor trustee shall be **John R. Sparks**. If the settlor ceases to act for any reason including incapacity, the successor trustee shall act as trustee of all trusts hereunder. Incapacity of a trustee shall include, but not be limited to, being the subject of written opinions from two licensed physicians not related by blood or marriage to the settlor or any beneficiary of this trust that such trustee is not capable of managing his or her financial affairs.

**4.2 Trustee compensation.** The trustee may pay itself reasonable compensation from the trust estate during each calendar year for all ordinary services and reasonable additional compensation for any extraordinary services, all without court order. If the trustee serves less than a full calendar year, the trustee shall prorate the annual compensation.

**4.3 Employment of consultants.** The trustee may employ custodians, attorneys, accountants, investment advisers, corporate fiduciaries, or any other agents or advisers to assist the trustee in the administration of this trust and may rely on the advice given by these agents. The trustee shall pay reasonable compensation for all services performed by these agents from the trust estate out of either income or principal as the trustee in the trustee's reasonable discretion

determines. These payments shall not decrease the compensation to which the trustee is entitled.

**4.4 Exculpatory clause.** No trustee shall be liable to any person interested in this trust for any act or default unless it results from the trustee's bad faith, willful misconduct, or gross negligence.

**4.5 Waiver of liability.** Any trustee may accept as correct any accounting of trust assets made by any predecessor trustee. However, a trustee may institute any action or proceeding for the settlement of the accounts, acts, or omissions of any predecessor trustee.

**4.6 Bond waiver.** No trustee, including a nonresident, shall be required to post bond or security.

**4.7 Retain or abandon property.** The trustee shall have the power to retain any property, including shares of the trustee's own stock, or to abandon any property that the trustee receives or acquires.

**4.8 Unproductive property.** Except when specifically restricted, the trustee shall have the power to retain, purchase, or otherwise acquire unproductive property.

**4.9 Sell, exchange, or repair property.** The trustee shall have the power to manage, control, grant options on, sell (for cash or on deferred payments with or without security), convey, exchange, partition, divide, improve, and repair trust property.

**4.10 Lease.** The trustee shall have the power to lease trust property for terms within or beyond the terms of the trust and for any purpose, including exploration for and removal of gas, oil, and other minerals and enter into community oil leases, pooling, and unitization agreements.

**4.11 Investments.** The trustee shall have the power to invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common, shares in investment trusts, investment companies, mutual funds, mortgage participations, life insurance policies on the life of any beneficiary that men of prudence, discretion, and intelligence acquire for their own account, and any common trust fund administered by the trustee.

**4.12 Securities.** The trustee shall have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not by way of limitation, the power to vote, give proxies, and pay assessments; to participate in voting trusts and pooling agreements (whether or not extending beyond the term of the trust); to enter into shareholders' agreements; to consent to foreclosure, reorganizations, consolidations, merger liquidations, sales, and leases, and, incident to any such action, to deposit securities with and transfer title to any protective or other committee on such terms as the trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.

**4.13 Financial institutions.** The trustee shall have the power to conduct business with any and all financial institutions including, but not limited to the following types of accounts: Savings accounts, checking accounts, and direct deposit accounts.

**4.14 Investment funds.** The trustee shall have the power to invest in mortgage participations, in shares of investment trusts and regulated investment companies, including any under the control of any investment counsel employed by the trustee, in mutual funds, money market funds, and index funds that investors of prudence, discretion, and intelligence acquire for their own account.

**4.15 Nominee's name.** The trustee shall have the power to hold securities or other property in the trustee's name as trustee under this trust, or in the trustee's own name, or in the name of a nominee, or the trustee may hold securities unregistered in such condition that ownership will pass by delivery.

**4.16 Insurance.** The trustee shall have the power to carry, at the expense of the trust, insurance of such kinds and in such amounts as the trustee deems advisable to protect the trust estate against any damage or loss and to protect the trustee against liability with respect to third parties.

**4.17 Loans.** The trustee shall have the power to lend money to any person, including a trust beneficiary or the estate of a trust beneficiary, at prevailing interest rates and with or without security as the trustee deems advisable.

**4.18 Borrowing.** The trustee may borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by pledge of any property.

**4.19 Private accounting.** The trustee shall periodically, but not less than once each year, render an account of its administration of the trusts to all of the current income and current principal beneficiaries who are then adults. The beneficiary's written approval of the accounting shall be a complete protection of the trustee as to all matters and transactions stated or shown by the accounting. Failure to transmit to the trustee either (a) the written approval of such accounting, or (b) a written objection to the accounting, with reasons specified, within a period of ninety (90) days after a written request by the trustee for such approval shall constitute a written approval of the guardian, conservator, or representative of such person entitled to the accounting. To the extent permitted by law, the written approval of the adult beneficiaries shall bind minor and contingent remainder interests. Except as provided in this paragraph, any reports or accounts otherwise required by the Tennessee Probate Code are hereby waived to the fullest extent of the law.

**4.20 Principal and income - act governs.** The trustee shall determine all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts by the provisions of the Tennessee Principal and

Income Act from time to time existing. When this instrument or such Act does not provide, the trustee, in the trustee's reasonable discretion, shall determine the characterization.

**4.21 Depreciation reserve.** The trustee shall establish reasonable reserves for depreciation, notwithstanding any other provision of this instrument or the Tennessee Principal and Income Act.

**4.22 Undistributed income.** Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the trustee at the termination of any trust or any interest in a trust created under this instrument, other than any trust that may be a qualified terminable interest property trust, shall go to the next beneficiaries of that interest or trust in proportion to their interest in it. Income accrued or held in trust on the termination of a qualified terminable interest property trust shall go to the beneficiary of that trust immediately before the termination or to his or her estate.

**4.23 Expense allocation - proration.** The trustee shall prorate on a daily basis all taxes and current expenses among successive beneficiaries over the period to which they relate.

**4.24 Tax consequences.** The trustee shall have the power in the trustee's reasonable discretion to take any action and to make any election to minimize the tax liabilities of any trust and its beneficiaries, to allocate the benefits among the various beneficiaries, and to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

**4.25 Multiple trusts.** If more than one trust is held under this instrument, the trustee shall not be required to physically segregate or divide assets among the various trusts, except on the termination of any of the trusts. However, the trustee shall keep separate accounts for the separate undivided interests, and the trust may hold undivided interests in the same assets.

**4.26 Death Taxes - beneficiary.** The trustee, in the trustee's discretion, shall have the power to pay from the trust estate, and to allocate between income and principal, any death taxes to the extent that such taxes are attributable to the trust estate or any part of it (calculated at the average rates applicable to such tax). However, any trust property otherwise exempt from federal estate tax shall not be subject to the payment of any such death taxes.

**4.27 Last illness and funeral expenses - beneficiary.** The trustee shall have the power, in the trustee's reasonable discretion, to pay the last illness expenses, funeral expenses, and other obligations incurred for the beneficiary's support from the income or principal of the beneficiary's trust.

**4.28 Distributions - consideration of basis of assets.** In making nonprorata distributions to beneficiaries, the trustee shall consider and attempt to equalize, as far as practicable, the

aggregate income tax basis of assets distributed to the various beneficiaries. Any such determination by the trustee shall bind all parties in interest.

**4.29 Distribution powers.** When the trustee must divide any trust property into parts or shares for the purpose of distribution or otherwise, the trustee may, in the trustee's reasonable discretion, make the division and distribution in identical interests, in kind, or partly in kind and partly in money, prorata or nonprorata. Also, the trustee may make such sales of the trust property as the trustee deems necessary to accommodate such distributions.

**4.30 Small trust termination.** The trustee may determine, in its reasonable discretion, if the principal of the trust is uneconomical to administer. The trustee may then, in its reasonable discretion, (1) distribute the trust assets to the beneficiaries in proportion to their interests in income; (2) purchase and deliver to the income beneficiaries a restrictive savings account, certificate of deposit, annuity, or endowment; (3) distribute the trust assets to a custodian for the beneficiaries under the Tennessee Uniform Transfers to Minors Act; or (4) distribute the trust assets as provided by law. On such distribution and delivery, the trust shall terminate. The trustee shall not be liable or responsible to any person for its action nor for its failure or refusal at any time to terminate the trust as authorized in this paragraph.

**4.31 Backup trust - minor beneficiary.** Except when this instrument provides otherwise, the trustee shall delay outright distribution of any minor beneficiary's interest in a trust by continuing in a separate trust such minor's share, subject to any trustee discretion to terminate a small trust or court ordered termination. The trustee shall add all income to principal and pay to or for the benefit of the minor beneficiary as much of the trust estate as is necessary for the minor beneficiary's health, education, support, or maintenance in the minor beneficiary's accustomed manner of living after taking into account the minor beneficiary's other income and resources known to the trustee and reasonably available for that purpose. When the minor beneficiary attains majority, the trustee shall distribute the trust estate to the beneficiary outright. If the minor beneficiary dies before distribution, the trustee shall distribute the trust estate to the beneficiary's estate.

**4.32 Perpetuities savings clause.** Unless terminated earlier in accordance with other clauses of this instrument, all trusts created under this instrument shall terminate twenty-one (21) years after the death of the last survivor of settlor's descendants living on the date of the death of the settlor. The principal and undistributed income of a terminated trust shall be distributed to the income beneficiaries of that trust in the same proportion as the beneficiaries are entitled to receive income when the trust terminates. If at the time of termination the rights to income are not fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to the persons who are then entitled or authorized, in the trustee's discretion, to receive distributions from the trust.

**ARTICLE 5**  
**Interpretation, Definitions, Contest, General**

**5.1 Construction of terms.** In all matters of interpretation necessary to give effect to any clause of this instrument, the following rules apply:

(a) The masculine includes the feminine and neuter, the feminine includes the masculine and neuter, the neuter includes the masculine and feminine, the singular includes the plural, and the plural includes the singular.

(b) The headings, titles, and subtitles used in this instrument are inserted solely for convenient reference and shall be ignored in any construction of the instrument.

(c) Whenever this instrument refers to a clause contained in a specific article or paragraph, the reference shall be to that article or paragraph of this instrument. For convenience, this instrument is divided into articles, paragraphs, and subparagraphs.

(d) Except as otherwise specified, all references in this instrument to specific statutes, codes, and regulations shall be to those provisions as amended from time to time and to the corresponding provisions of any subsequent legislation or regulation.

(e) All references in this instrument to trustees, special trustees, and any other fiduciary shall refer to the individuals or institutions serving from time to time in that capacity under this instrument.

(f) All references in this instrument to the word "shall" indicate a mandatory direction. All references to the word "may" indicate a permissive, but not mandatory, grant of authority.

(g) Distribution of property to or division of property among the issue of a person by "right of representation" means to divide the property into as many equal shares as there are living children of that person and deceased children of that person who leave then-living issue. Each living child of that person shall be allocated one share, and the share of each deceased child who leaves then-living issue shall be allocated in the same manner.

**5.2 Definitions.** The following definitions apply when the following terms are used in this instrument:

(a) Whenever provision is made in this instrument to pay for the education of a beneficiary, the term "education" shall include tuition for vocational school, college, and postgraduate study at an institution of the beneficiary's choice. Payments for "education" shall also include expenses for books, supplies, and tutors. In determining payments to be made to the beneficiary for education, the trustee shall consider the beneficiary's

reasonable related living and traveling expenses.

(b) All references in this instrument to the term "issue" refer to lineal descendants of all degrees. The terms "issue," "child," and "children" include adopted children. All references to the terms "issue," "child," and "children" include a child born out of wedlock if a parent-child relationship existed between the child and his or her deceased parent. Except as otherwise expressly provided in this instrument, for purposes of this instrument the existence of a parent-child relationship shall be determined by Tennessee law.

(c) "Beneficiary's other resources" includes the beneficiary's employable skills and any third party's support obligations.

(d) "Brothers and sisters" include half-brothers and half-sisters if those persons are lineal descendants of **Floyd G. Tyer**.

(e) "Corporate trustee" means a trust company or a bank authorized to conduct a trust business in Tennessee.

(f) "Death taxes" include foreign, federal, state, and local estate and inheritance taxes, including penalties and interest, but not generation-skipping or special use valuation recapture taxes or marital deduction qualified terminable interest attribution.

(g) "Descendants" or "descendant" means lineal descendants in any degree of the ancestor designated and shall include persons adopted.

(h) "Individual trustee" means a human being acting as a trustee hereunder.

(i) "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended from time to time, the related treasury regulations, and any successor statute or regulations.

(j) "Personal representative" means executor, administrator, administrator with the will annexed, special administrator, successor personal representative, or a person who performs substantially the same function under the law of another jurisdiction governing the person's status.

(k) "Special trustee" means a trustee appointed to handle only specified aspects of trust administration.

**5.3 No contest clause.** A contestant shall be considered to have predeceased the settlor without surviving issue and not to be in existence at the time of the settlor's death. For purposes of this instrument, "contestant" means any person other than the settlor who, directly or indirectly, voluntarily participates in any proceeding or action in which such person seeks to void, nullify,

or set aside (1) any provision of this instrument; (2) any provision of the settlor's will that gives property to the trustee of any trust under this instrument; or (3) any amendment of this instrument or codicil of the settlor's will.

**5.4 Survivorship clause.** Except as otherwise specifically provided in this instrument, if any person named herein fails to survive **Floyd G. Tyer** for thirty days, for all purposes of this trust, the person shall be considered to have predeceased **Floyd G. Tyer**.

**5.5 Choice of law.** The internal laws (and not the law of conflicts) of the State of Tennessee in force on the date of execution of this instrument shall govern the validity, construction, interpretation, and administration of any trust created under this instrument, except that all matters relating to real property shall be governed by the laws of the situs of that real property, including that state's conflict-of-law principles.

If any trust created by this instrument is administered outside Tennessee, a court with jurisdiction over the trustee of the trust may order that the law of that state governs the trust, as long as the change of governing law will not adversely affect the interests of the trust beneficiaries.

**5.6 Previous contracts for trust disposition.** The settlor has not made any agreement (other than this instrument) controlling the disposition of the trust estate, and the provisions of this trust shall not be read as evidence of any such agreement.

**5.7 Severability clause.** If any provision or clause of this instrument or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the instrument which shall be given full force and effect without the invalid provision or application, and to this end the provisions of this instrument are declared to be severable.

ARTICLE 6  
Execution and Acknowledgment

6.1 Floyd G. Tyer certifies that he has read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which the trustee is to hold, manage, and distribute the trust estate. Floyd G. Tyer approves the Declaration of Trust in all particulars. Floyd G. Tyer, as trustee, further acknowledges the receipt of the sum of TEN DOLLARS (\$10.00) constituting the initial funding of this Declaration and Instrument of Trust.

Dated: 12/12/98

X Floyd G. Tyer  
Floyd G. Tyer, Settlor/Trustee

Certificate of Notary Public

COUNTY OF SHELBY

ss.

STATE OF TENNESSEE

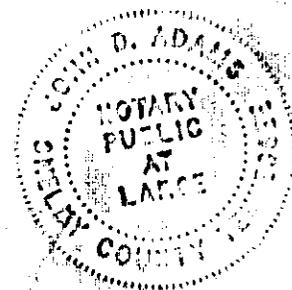
On this 12<sup>TH</sup> day of December, 1998, before me, the undersigned, a Notary Public for this State, personally appeared Floyd G. Tyer personally known to me or proved to me on the basis of satisfactory evidence to be the settlor/trustee of the trust created by this instrument and to be the person whose name is subscribed to this instrument and who acknowledged its signing as the settlor/trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

John D. Adams  
Notary Public

(Seal)

My commission expires FEBRUARY 13, 2002



**GENERAL ASSIGNMENT TO TRUST AND  
DECLARATION OF TRUST OWNERSHIP**

The undersigned Assignor hereby sets over, conveys and assigns to **Floyd G. Tyler** as Trustee of the Revocable Trust Agreement of **Floyd G. Tyler** entitled "The Trust of **Floyd G. Tyler**" duly executed by the Assignor, as Settlor and as Initial Trustee, as the same may be amended from time to time, any and all assets and interests in assets of whatsoever nature or kind, real or personal, of the Assignor, regardless of the means by which acquired, including, but not limited to, bank accounts (such as checking, savings, certificates of deposit, and the like); mutual and money market funds of all kinds; securities (such as stocks, bonds, treasury bills, notes receivable, and the like); agency and custody accounts [such as account(s) at banks, brokerage firms, and the like]; and real estate and interests in real estate wheresoever located (such as whole, partial and/or undivided ownership interests, in fee simple or otherwise, mortgages, land contracts, leaseholds, mineral interests, and the like), **EXCLUDING**, **HOWEVER**, tax deferred investment accounts which transfer to trust would be considered a distribution, and any assets which may now or hereafter be owned by the Assignor and any other person(s) as joint tenant(s) but including any such jointly titled assets immediately upon the termination, whether by death or otherwise, of the ownership interests of all other joint tenant(s).

The undersigned further affirms and declares that, from and after the date hereof:

1. All assets described above will be held by the then acting trustee(s) of said trust solely and exclusively for and on behalf of the beneficiaries of the said Trust;
2. Except to the extent of beneficial interests provided to the Assignor under the terms and provisions of the said Trust (as now written and as the same may be amended in the future from time to time), the Assignor has and shall have no personal interest in any of the assets or interests in assets described above; and
3. All liabilities which relate in any way to the acquisition, retention and/or improvement of, or which are a lien upon, any of the assets referred to in this Assignment and Declaration shall be borne by the Trust.

This Assignment and Declaration is intended to be, and shall be, binding upon the heir(s), administrator(s), executor(s), successor(s) and assign(s) of the Assignor and shall be revocable only by a written instrument signed and acknowledged by the Assignor and by one (1) or more of the then acting Trustee(s) of said Trust (with or without indicating such fiduciary capacity).

This Assignment and Declaration is intended to, and does hereby, revoke any and all substantially similar assignment(s) and/or declaration(s) previously executed by Assignor with respect to any and all assets governed by or subject to this Assignment and Declaration.

IN WITNESS WHEREOF, the Assignor has executed this Assignment and Declaration this 12<sup>th</sup> day of December, 1998.

Assignor:

X Floyd G. Tyler  
Floyd G. Tyler, Settlor/Trustee

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF TENNESSEE

SS.

COUNTY OF SHELBY

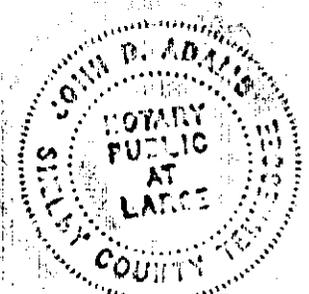
On 12/12/98 before me, JOHN D. ADAMS, a Notary Public for this State, personally appeared **Floyd G. Tyler**, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

John D. Adams  
Notary Public

[seal]

MY COMMISSION EXPIRES  
FEBRUARY 13, 2002



## POUR OVER WILL

I, **Floyd G. Tyer**, resident of the City of Cordova, State of Tennessee, do hereby declare this to be my Last Will and Testament, and I expressly revoke all Wills, including codicils, which I have made previously.

### Family Declarations:

Spouse: None

Children Living: None

Predeceased Children: None

Former Marriages: **Dorothy R. Tyer** (deceased)

## ARTICLE I

I give the entire residue of my estate to the trustee then in office under that trust designated as "The Trust of **Floyd G. Tyer**," established 12/12/98, of which I am the settlor and trustee. I direct that the residue of my estate shall be added to, administered, and distributed as part of that trust, according to the terms of the trust and any amendment made to it before my death. To the extent permitted by law, it is not my intent to create a separate trust by this will or subject the trust or the property added to it by this will to the jurisdiction of the probate court. If I decide to bequeath specific gifts, I will attach a handwritten, signed and dated list of any such gifts to this Will. If no such list is found on the date of my death, all my property is to be distributed in accordance with my trust and Will provisions.

## ARTICLE II

If the disposition in Article I, above, is inoperative or is invalid for any reason, or if the trust referred to in Article I, above, fails or is revoked, I incorporate herein by reference the terms of that trust, as executed on this date, without giving effect to any amendments made subsequently, and I bequeath and devise the residue of my estate to the trustee named in the trust as trustee, to be held, administered, and distributed as provided in this instrument.

## ARTICLE III

### No Contest, Disinheritance, Definitions

If any beneficiary under this Will in any manner, directly or indirectly, contests or attacks this Will or any of its provisions, any share or interest in my estate given to that contesting beneficiary under this Will is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased me.

Except as otherwise provided in this Will, I have intentionally omitted to provide herein for any of my heirs, or persons claiming to be my heirs, living at the date of my death, whether or not known to me.

ARTICLE IV

I hereby nominate **John R. Sparks** to be the Executor of this Will.

The Executor shall have full power and authority to carry out the provisions of this will, including the power to manage and operate during the probate of my estate any property and any business belonging to my estate. The Executor shall serve without bond.

Signed on 12, DECEMBER, 1998, at MEMPHIS, Tennessee.

X Floyd G. Tyer  
Floyd G. Tyer, Testator

DECLARATION OF WITNESSES

On the date written below, Floyd G. Tyer declared to us, the undersigned, that this instrument, consisting of four pages, including the page signed by us as witnesses, was the Will of Floyd G. Tyer (hereafter "Testator") who requested us to act as witnesses to it. Testator thereupon signed this Will in our presence, all of us being present at the same time. We now, at Testator's request, in Testator's presence and in the presence of each other, subscribe our names as witnesses.

We declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on 12 DECEMBER, 1998, at CORDOVA, Tennessee.

James Deas  
Witness Signature

JAMES DEAS  
Witness Name (Printed)

8918 BAZEMORE R. CORDOVA, TN  
Witness Address

Dorothy Deas  
Witness Signature

DOROTHY DEAS  
Witness Name (Printed)

8918 BAZEMORE R.  
Witness Address

Self-Proving Affidavit

I, Floyd G. Tyer the testator, sign my name to this instrument this 12<sup>TH</sup> day of December 1998 and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes therein expressed and that I am eighteen years of age or older or am not at this time a minor, and am of sound mind and under no constraint or undue influence.

X Floyd G. Tyer  
Testator

We, JAMES DEAS and DOROTHY DEAS, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his last will and that he signs it willingly or willingly directs another to sign for him, and that he executes it as his free and voluntary act for the purposes therein expressed, and that each of us, in the presence and hearing of the testator, hereby signs this will as witness to the testator's signing, and that to the best of his knowledge the testator is eighteen years of age or older or is not at this time a minor, and is of sound mind and under no constraint or undue influence.

X James Deas  
Witness

X Dorothy Deas  
Witness

SPRINGING DURABLE POWER OF ATTORNEY  
AND NOMINATION OF CONSERVATOR

WARNING TO PERSON EXECUTING THIS DOCUMENT:

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS.

1. THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR ATTORNEY-IN-FACT WITH POWERS TO DISPOSE, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY.

2. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME. THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING YOUR SUBSEQUENT DISABILITY OR INCAPACITY.

3. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.

1. DESIGNATION OF AGENT. I, **Floyd G. Tyer**, residing at 886 Wood Cairn Cove, City of Cordova, State of Tennessee, do hereby appoint **John R. Sparks** as my attorney in fact to act for me and in my name as authorized in this document.

2. CREATION OF DURABLE POWER OF ATTORNEY. By this document, I intend to create a springing general power of attorney under the laws of the State of Tennessee. Subject to the limitations in this document, this power of attorney is a springing durable power of attorney and shall become effective only on my subsequent incapacity. I require my agent to obtain a written opinion by two attending licensed physicians that I am not capable of managing my financial affairs.

3. STATEMENT OF AUTHORITY GRANTED. Subject to any limitations in this document, I hereby grant to my agent full power and authority to act for me and in my name in any way which I myself could act, if I were personally present and able to act, with respect to the following matters as each of them is defined and construed by the laws of the State of Tennessee:

- (1) Real estate transactions.
- (2) Tangible personal property transactions.
- (3) Bond, share, and commodity transactions.

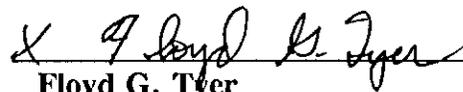
- (4) Financial institution transactions.
- (5) Business operating transactions.
- (6) Insurance transactions.
- (7) Retirement plan transactions.
- (8) Estate transactions, including the creation of trusts.
- (9) Claims and litigation.
- (10) Tax matters.
- (11) Personal relationships and affairs.
- (12) Benefits from military service.
- (13) Records, reports, and statements.
- (14) Full and unqualified authority to my agent to delegate any or all of the foregoing powers to any person or persons whom my agent shall select.
- (15) All other matters.

4. DURATION. This power of attorney shall exist for an indefinite period of time, or until I regain my capacity as evidenced by a written opinion from two attending licensed physicians, or by court order.

5. NOMINATION OF CONSERVATOR. If a conservator of the estate is to be appointed for me, I nominate **John R. Sparks** to serve as my conservator.

#### DATE AND SIGNATURE OF PRINCIPAL

I sign my name to this Power of Attorney on this 12<sup>TH</sup> day of DECEMBER,  
1998, at CORNOVA, State of Tennessee.

  
\_\_\_\_\_  
Floyd G. Tyer

STATEMENT OF WITNESSES

I declare under penalty of perjury under the law of the State of Tennessee that the person who signed or acknowledged this document is personally known to me (or proved to me on the basis of convincing evidence) to be the principal, that the principal signed or acknowledged this power of attorney in my presence, and that the principal appears to be of sound mind and under no duress, fraud, or undue influence.

Signature of Witness: X James Deas

Residence Address: 8918 BAZEMORE RD. CORDOVA, TN.

Print Name: JAMES DEAS

Date: 12/12/98

Signature of Witness: X Dorothy Deas

Residence Address: 8918 BAZEMORE RD. CORDOVA, TN.

Print Name: DOROTHY DEAS

Date: 12/12/98

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF TENNESSEE

ss.

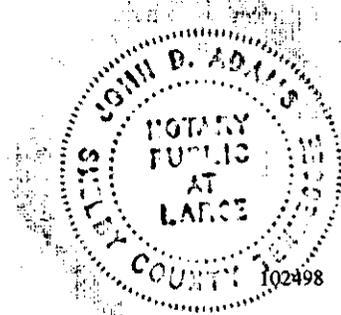
COUNTY OF SELBY

On 12/12/98 before me, JOHN ADAMS, a Notary Public for this State, personally appeared Floyd G. Tyer, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

X John D. Adams  
Notary Public

[seal]



MY COMMISSION EXPIRES  
FEBRUARY 13, 2002

**DURABLE POWER OF ATTORNEY FOR HEALTH CARE  
WARNING TO PERSON EXECUTING THIS DOCUMENT**

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

THIS DOCUMENT GIVES THE PERSON YOU DESIGNATE AS YOUR AGENT (THE ATTORNEY IN FACT) THE POWER TO MAKE HEALTH DECISIONS FOR YOU. YOUR AGENT MUST ACT CONSISTENTLY WITH YOUR DESIRES AS STATED IN THIS DOCUMENT OR OTHERWISE MADE KNOWN.

EXCEPT AS YOU OTHERWISE SPECIFY IN THIS DOCUMENT, THIS DOCUMENT GIVES YOUR AGENT THE POWER TO CONSENT TO YOUR DOCTOR NOT GIVING TREATMENT OR STOPPING TREATMENT NECESSARY TO KEEP YOU ALIVE.

NOTWITHSTANDING THIS DOCUMENT, YOU HAVE THE RIGHT TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOURSELF SO LONG AS YOU CAN GIVE INFORMED CONSENT WITH RESPECT TO THE PARTICULAR DECISION. IN ADDITION, NO TREATMENT MAY BE GIVEN TO YOU OVER YOUR OBJECTION AT THE TIME, AND HEALTH CARE NECESSARY TO KEEP YOU ALIVE MAY NOT BE STOPPED OR WITHHELD IF YOU OBJECT AT THE TIME.

THIS DOCUMENT GIVES YOUR AGENT AUTHORITY TO CONSENT, TO REFUSE TO CONSENT, OR TO WITHDRAW CONSENT TO ANY CARE, TREATMENT, OR PROCEDURE TO MAINTAIN, DIAGNOSE, OR TREAT A PHYSICAL OR MENTAL CONDITION. THIS POWER IS SUBJECT TO ANY STATEMENT OF YOUR DESIRES AND ANY LIMITATION THAT YOU INCLUDE IN THIS DOCUMENT. YOU MAY STATE IN THIS DOCUMENT ANY TYPES OF TREATMENT THAT YOU DO NOT DESIRE. IN ADDITION, A COURT CAN TAKE AWAY THE POWER OF YOUR AGENT TO MAKE HEALTH CARE DECISIONS FOR YOU IF YOUR AGENT (1) AUTHORIZES ANYTHING THAT IS ILLEGAL, (2) ACTS CONTRARY TO YOUR KNOWN DESIRES, OR (3) WHERE YOUR DESIRES ARE NOT KNOWN, DOES ANYTHING THAT IS CLEARLY CONTRARY TO YOUR BEST INTERESTS.

YOU HAVE THE RIGHT TO REVOKE THE AUTHORITY OF YOUR AGENT BY NOTIFYING YOUR AGENT OR YOUR TREATING DOCTOR, HOSPITAL, OR OTHER HEALTH CARE PROVIDER ORALLY OR IN WRITING OF THE REVOCATION.

YOUR AGENT HAS THE RIGHT TO EXAMINE YOUR MEDICAL RECORDS AND TO CONSENT TO THEIR DISCLOSURE UNLESS YOU LIMIT THIS RIGHT IN THIS DOCUMENT.

THIS DOCUMENT REVOKES ANY PRIOR DURABLE POWER OF ATTORNEY FOR HEALTH CARE.

YOU SHOULD CAREFULLY READ AND FOLLOW THE WITNESSING PROCEDURE DESCRIBED AT THE END OF THIS FORM. THIS DOCUMENT WILL NOT BE VALID UNLESS YOU COMPLY WITH THE WITNESSING PROCEDURE.

IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.

YOUR AGENT MAY NEED THIS DOCUMENT IMMEDIATELY IN CASE OF AN EMERGENCY THAT REQUIRES A DECISION CONCERNING YOUR HEALTH CARE. EITHER KEEP THIS DOCUMENT WHERE IT IS IMMEDIATELY AVAILABLE TO YOUR AGENT AND ALTERNATE AGENTS OR GIVE EACH OF THEM AN EXECUTED COPY OF THIS DOCUMENT. YOU MAY ALSO WANT TO GIVE YOUR DOCTOR AN EXECUTED COPY OF THIS DOCUMENT.

1. DESIGNATION OF HEALTH CARE AGENT. I, Floyd G. Tyer, residing at 886 Wood Cairn Cove, City of Cordova, State of Tennessee, do hereby designate and appoint John R. Sparks, whose address is 4567 Goodman, City of Walls, State of Mississippi 38680, Telephone (601) 393-8466, as my attorney in fact (agent) to make health care decisions for me as authorized in this document. For the purposes of this document, "health care decision" means consent, refusal of consent, or withdrawal of consent of any care, treatment, service, or procedure to maintain, diagnose, or treat an individual's physical or mental condition.

2. CREATION OF A DURABLE POWER OF ATTORNEY FOR HEALTH CARE. By this document I intend to create a durable power of attorney for health care to the full extent allowed under the statutes of the State of Tennessee. It is further my intention to have this durable power of attorney for health care construed in accordance with the laws of the State of Tennessee. This power of attorney shall not be affected by my subsequent incapacity.

3. GENERAL STATEMENT OF AUTHORITY GRANTED. Subject to any limitations in this document, I hereby grant to my agent full power and authority to make health care decisions for me to the same extent that I could make such decisions for myself if I had the capacity to do so. In exercising this authority, my agent shall make health care decisions that are consistent with my desires as stated in this document or otherwise made known to my agent, including, but not limited to, my desires concerning obtaining or refusing or withdrawing life-prolonging care, treatment, services, and procedures.

4. INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH. Subject to any limitations in this document, my agent has the power and authority to do all of the following:

- (a) Request, review, and receive any information, verbal or written, regarding my physical or mental health, including, but not limited to, medical and hospital records.

- (b) Execute on my behalf any releases or other documents that may be required in order to obtain this information.
- (c) Consent to the disclosure of this information.

5. SIGNING DOCUMENTS, WAIVERS, AND RELEASES. Where necessary to implement the health care decisions that my agent is authorized by this document to make, my agent has the power and authority to execute on my behalf all of the following:

- (a) Documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice."
- (b) Any necessary waiver or release from liability required by a hospital or physician.

6. NOMINATION OF CONSERVATOR OF PERSON. If a conservator of the person is to be appointed for me, I nominate, as the conservator of my person, **John R. Sparks**, whose address is written herein above.

7. PRIOR DESIGNATIONS REVOKED. I revoke any prior durable power of attorney for health care.

### DATE AND SIGNATURE OF PRINCIPAL

(YOU MUST DATE AND SIGN THIS POWER OF ATTORNEY)

I sign my name to this Durable Power of Attorney for Health Care on the 12<sup>TH</sup> day of

DECEMBER, 1998, at the City of Cordova, State of Tennessee.

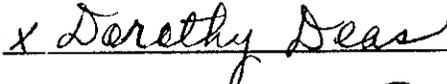
X Floyd G. Tyer  
Floyd G. Tyer

THIS POWER OF ATTORNEY WILL NOT BE VALID UNLESS IT IS SIGNED BY TWO WITNESSES WHO ARE PRESENT WHEN YOU SIGN OR ACKNOWLEDGE YOUR SIGNATURE. IF YOU HAVE ATTACHED ANY ADDITIONAL PAGES TO THIS DOCUMENT, YOU MUST DATE AND SIGN EACH OF THE ADDITIONAL PAGES AT THE SAME TIME YOU DATE AND SIGN THIS POWER OF ATTORNEY.

### STATEMENT OF WITNESSES

I declare under the penalty of perjury under the laws of the State of Tennessee that the person who signed or acknowledged this document is personally known to me (or proved to me on the basis of convincing evidence) to be the principal, that the principal signed or acknowledged this durable power of attorney in my presence, that the principal appears to be of sound mind and under no duress, fraud, or undue influence, that I am not the person appointed as attorney in fact by this document, and that I am not a health care provider, an employee of a health care provider, the operator of a community care facility, nor an employee of an operator of a community care facility.

Signature of Witness: X   
Residence Address: 8918 BAZEMORE RD. CORDOVA, TN.  
Print Name: JAMES DEAS  
Date: 12/12/98

Signature of Witness: X   
Residence Address: 8918 BAZEMORE RD. CORDOVA, TN.  
Print Name: DOROTHY DEAS  
Date: 12/12/98

AT LEAST ONE OF THE ABOVE WITNESSES MUST ALSO SIGN THE FOLLOWING DECLARATION.

I further declare under the penalty of perjury under the laws of the State of Tennessee that I am not related to the principal by blood, marriage, or adoption, and, to the best of my knowledge, I am not entitled to any part of the estate of the principal under a will now existing or by operation of law.

Signature: *[Handwritten Signature]*

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF TENNESSEE

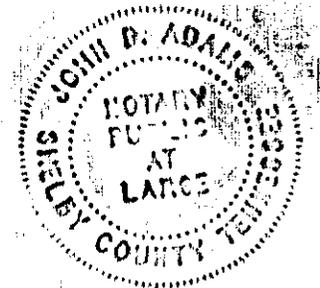
SS.

County of SHELBY

On this 12<sup>TH</sup> day of December, in the year 1998 before me, the undersigned, a Notary Public for this State, personally appeared **Floyd G. Tyer**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it.

*[Handwritten Signature]*  
Notary

MY COMMISSION EXPIRES  
FEBRUARY 13, 2002



Seal

P Book 83 pg 354

## DECLARATION OF DESIRES AS TO MEDICAL CARE

I, **Floyd G. Tyer**, desire to make aware that after mature reflection, and being aware of the right under the law to decline life-sustaining treatment, that I wish, should I ever be unable to make decisions for myself concerning my medical treatment that I **do** receive life sustaining treatment even after a terminal diagnosis, even if the the life prolonging treatment will delay the natural process of dying.

\_\_\_\_\_  
**Floyd G. Tyer, Declarant**

\_\_\_\_\_  
Social Security Number

Address:

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

LIVING WILL  
OF  
Floyd G. Tyer

PREAMBLE

This LIVING WILL is being made as an individual instrument and it is not intended nor does it cancel, revoke, modify or otherwise alter my prior Will disposing of my Estate, but shall be treated, if necessary, as a Codicil to my LAST WILL and TESTAMENT.

I, **Floyd G. Tyer**, willfully and voluntarily make known my desire that my dying shall not be artificially prolonged under the circumstances set forth below, and do hereby declare:

If at any time I should have a terminal condition, and my attending physician has determined that there can be no recovery from such condition and my death is imminent, where the application of life-prolonging procedures would serve only artificially to prolong the dying process, I direct that such procedures be withheld or withdrawn, and that I be permitted to die naturally with only the administration of medications or the performance of any medical procedures deemed necessary to provide me with comfortable care or to alleviate pain.

In the absence of my ability to give directions regarding the use of such life-prolonging procedures, it is my intention that this declaration shall be honored by my family and physician as the final expression of my legal right to refuse medical or surgical treatment and accept the consequences of such refusal.

I hereby release any and all hospitals, physicians, and others both for myself and for my estate from any and all liability for complying with this declaration, to the fullest extent provided by law.

I reserve the right to give current medical directions to physicians and other providers of medical services so long as I am able, even though these directions may conflict with the above written directive that life-sustaining procedures be withheld or withdrawn.

I hereby authorize my spouse, if any, or any relative who is related to me within the third degree to effectuate my transfer from any hospital or other health care facility in which I may be receiving care should that facility decline or refuse to effectuate the instructions given herein.

I fully understand the importance of this declaration, and I am emotionally and mentally competent to make this declaration. In doing so, I invoke my absolute right to make this declaration as well as my Statutory right pursuant to 32-11-101, et seq., of the Statutes of the State of Tennessee. In acknowledgement whereof, I do hereinafter affix my signature on this 12<sup>TH</sup> day of DECEMBER, 1998.

X Floyd G. Tyer  
Floyd G. Tyer

AFFIDAVIT OF SUBSCRIBING WITNESSES

WE, the subscribing Witnesses hereto, are personally acquainted with the Declarant and subscribe our names hereto at the request of the Declarant, and adult, whom we believe to be of sound mind, fully aware of the action taken herein and its possible consequence.

WE, the undersigned Witnesses, further declare that we are not related to the Declarant by blood or marriage; that we are not entitled to any portion of the estate of the Declarant upon his decease under any Will or Codicil thereto presently existing or by operation of Law then existing; that we are not the attending physician, and employee of the attending physician or a health facility in which the Declarant is a patient; and that we are not a person who, at the present time, has a claim against any portion to the estate of the Declarant upon his death.

X James Deas  
Witness

X Dorothy Deas  
Witness

STATE OF TENNESSEE  
COUNTY OF SHELBY

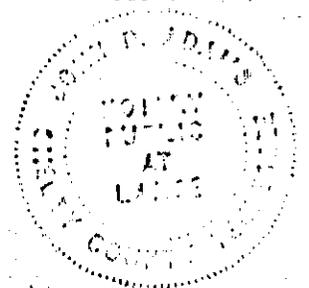
Subscribed, sworn to and acknowledged before my by Floyd G. Tyer, the declarant, and subscribed and sworn to before me, the below named NOTARY PUBLIC, by JAMES DEAS and DOROTHY DEAS, witnesses, this 12<sup>TH</sup> day of DECEMBER, 1998.

John D. Adams

Notary Public

My commission expires:

MY COMMISSION EXPIRES  
FEBRUARY 13, 2002



REVOCATION OF LIVING WILL

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

WHEREAS, on \_\_\_\_\_, 199\_\_\_\_, I, **Floyd G. Tyer**, executed a "living will" (or a similar document styled as a "declaration" or "directive to physicians") which provided that upon a terminal diagnosis, and my inability to communicate decisions regarding the course of my treatment to my physicians, that no extraordinary means be used to simply prolong my life.

At this time, and after mature reflection, I have determined that I do not desire for this instrument to have further effect, and I therefore revoke the same.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Floyd G. Tyer, Declarant**

Address: \_\_\_\_\_  
\_\_\_\_\_

Social Security Number: \_\_\_\_\_

I/We, the undersigned witnessed the Declarant sign this instrument and believe him to be of sound mind.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

The Trust of Floyd G. Tyer - Account # 980736

## TRUSTEE GENERAL INSTRUCTIONS

### ACTIVATING YOUR REVOCABLE TRUST:

Your Revocable Trust will not be in effect unless and until you execute and fund it. The following steps are recommended.

Make a list of all assets you wish to transfer into the Trust. This will usually include both real estate and personal property such as vehicles, bank accounts, stocks, etc. All items are transferred by having the titles and deeds transferred to the Trust. Each item should be listed and briefly described on the enclosed SCHEDULE OF TRUST PROPERTY. Separate property assets should be so designated as should community property assets.

Once any assets have been transferred into your Trust, the Trust will be initially funded.

The titles to real property, vehicles, and other assets which may have formal titles should be changed to state that they belong to: "Floyd G. Tyer, Trustee of The Trust of Floyd G. Tyer." A sufficient declaration that any items without a formal title are in Trust is accomplished by listing such items on your "SCHEDULE OF TRUST PROPERTY."

### GENERAL ASSIGNMENT

As a back-up to the "funding" actions described under "Activating Your Trust" (above), we also urge you to execute the "General Assignment to Trust and Declaration of Trust Ownership" document included with your estate plan. Signing this General Assignment will serve to clarify that it was your express intent to have your entire estate pass under the terms of your trust.

### MANAGEMENT OF THE TRUST:

Your management duties and authority as the Trustee are essentially the same as they were before you established the Trust.

It is not necessary to obtain any special tax I.D. numbers or keep special types of accounting records other than careful records such as a prudent person would generally maintain regarding the management of his or her property. You are not required to file any special tax forms.

Real property can be transferred to the Trust by recording a Quitclaim Deed or Bargain Sale Deed, which will transfer title to the Trust. The type of deed required to transfer property varies from State to State. Vehicle titles are similarly transferred through the Department of Motor Vehicles. Items such as stocks, bank accounts, bonds, etc., are generally transferrable

The Trust of Floyd G. Tyer - Account # 980736

by contacting the bank, business, or agency involved.

### THE POUR OVER WILL

Once the Trust has been executed the new will should be executed.

### DEATH OF A CO-TRUSTEE

If a Trustee dies it is important to have the status of the Trust, as well as the Survivor's options reviewed as soon as practical to do so. This is generally done by an attorney or you may contact National Family Trusts for further information if you wish. We recommend that you do this within sixty days of the death if possible.

### TRUST MINUTES

Comments recorded in the trust minutes reflect the thoughts and wishes of the settlor concerning matters addressed in the revocable trust instrument. These comments can be very helpful to successor trustees as an insight to understanding the purposes behind certain provisions of the trust, or the goals sought by the settlor in making such provisions. The statements entered in this section are "precatory" in nature, that is, they merely reflect the wishes and desires of the settlor, but are not binding instructions or new terms of the trust agreement.

It is important to distinguish the act of recording comments as minutes of trust in this section from the act of amending the trust agreement. If the settlor wishes to modify the existing terms of the trust agreement or add any new terms to the trust agreement, which will effectively bind the parties thereto, they must accomplish this by amending the trust according the requirements contained in the trust agreement.

### SUMMARY

In deciding to avoid probate, the costly process of court supervised administration of your estate, and the long delays and unwanted publicity associated with probate, you have taken an important step for not only you, but for your family as well.

Like anything else, a National Family Living Trust can appear to be very complicated, however, it is not.

Just remember, you are managing the assets of your trust. When you transfer your home or other assets to your trust, you control everything. You can even "revoke" your trust anytime, so you never risk your property by creating a National Family Living Trust.

P Book 83 Pg 360

The Trust of Floyd G. Tyer - Account # 980736

### AFTER DEATH INSTRUCTIONS FOR SUCCESSOR TRUSTEE(S)

By taking time to pencil in this form now, you are doing a very kind and loving act for your survivors. Use pencil so you can make changes as necessary.

Please complete the appropriate sections of this list and give a copy to your successor trustee(s). Your successor trustee(s)/executor(s) will follow through in accordance with the instructions listed below, checking off the tasks as they are accomplished.

My Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Check (X) as completed

Contact:	Name	Phone
<input type="checkbox"/> Doctor	_____	_____
<input type="checkbox"/> Religious Representative	_____	_____
<input type="checkbox"/> Hospital for Anatomical Gifts	_____	_____
<input type="checkbox"/> Funeral Home Place & Manner of Interment	_____	_____
	Name	Phone
<input type="checkbox"/> Immediate Family	_____	_____
	_____	_____
	_____	_____
	_____	_____

The Trust of Floyd G. Tyer - Account # 980736

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_ Close Friends

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_ Business Associates

_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_ Review "Personal Data" for Death Certificate accuracy.

\_\_\_\_\_ Make Funeral Arrangements.

\_\_\_\_\_ If Veteran, take Military Papers to Funeral Home.

\_\_\_\_\_ Order 12 Death Certificates through Funeral Home.

The Trust of Floyd G. Tyer - Account # 980736

\_\_\_\_\_ Determine if a memorial is to be suggested in lieu of flowers.

\_\_\_\_\_ Prepare and deliver notice to newspaper (include date, time and place of funeral).

\_\_\_\_\_ Notify out of town friends and relatives.

Name

Phone

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_ Notify Company  
Personnel Dept.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Notify Attorney/  
Accountant/  
Advisors

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Meet with Attorney/  
Accountant/  
Advisors

\_\_\_\_\_

Date

Time

\_\_\_\_\_

\_\_\_\_\_ Review Estate Plan and Trust Instructions.

\_\_\_\_\_ Location of Trust/Will

\_\_\_\_\_

f Book 83 pg 363

The Trust of Floyd G. Tyer - Account # 980736

- \_\_\_\_\_ Advise Social Security (if receiving or eligible for benefits).
- \_\_\_\_\_ Advise Dept. of Health Services if State benefits were received.
- \_\_\_\_\_ Check safe deposit box and inventory contents.
- \_\_\_\_\_ Notify Life Insurance Co. (include copy of Death Cert.) \_\_\_\_\_
- \_\_\_\_\_ Review size of Estate - see financial statement and/or inventory as required.
- \_\_\_\_\_ Determine if any assets are subject to probate.
- \_\_\_\_\_ Determine if the Estate is subject to Federal Inheritance taxes; Do forms need to be filed and taxes paid?

KEEP AN ACCURATE RECORD OF LAST ILLNESS AND FUNERAL COSTS

- \_\_\_\_\_ Obtain a written valuation of real assets (includes stock market quotation - as of date of death, and six months later to determine best valuation).
- \_\_\_\_\_ Review credit cards to determine if they should be changed or cancelled.
- \_\_\_\_\_ Review investments to see if they meet objectives of income, growth and security. Determine if some assets should be reinvested to provide adequate income as well as appropriate growth for hedge against inflation. Review assets at least annually to determine if assets should be reinvested for best growth.
- \_\_\_\_\_ If assets are to be distributed or retained in Trust for heirs, determine which assets and real estate should be distributed, sold, or converted to income. Determine what debts are outstanding and pay them prior to distribution of estate.
- \_\_\_\_\_ To close accounts that are to be distributed to beneficiaries, you will need to provide YOUR identification, the death certificate, an Affidavit of Death (sworn statement) signed and notarized by someone who can attest to the death, and the trust document.
- \_\_\_\_\_ You may need to assign a new tax I.D. number or IRS Employee Identification Number for the trust. Check with the accountant or attorney if you need help or use form W-9 or alternate form as specified by IRS regulations.

p Book 83 pg 364

The Trust of Floyd G. Tyer - Account # 980736

\_\_\_\_\_ If there is a surviving spouse, usually a joint tax return will be filed by April 15th following the loss of the spouse.

SPECIAL INSTRUCTIONS IF THE DECEDENT WAS LIVING ALONE

\_\_\_\_\_ Remove important documents and valuables to a safe location.

\_\_\_\_\_ Notify utility companies and landlord if applicable.

\_\_\_\_\_ Notify post office where to send mail.

Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Check here if there is a tape recorded message and/or video tape to loved ones. This may be sealed until your death. State the location of said tape(s):

\_\_\_\_\_

Schedule of Trust Property

The following property, both real and personal, has been transferred by Floyd G. Tyer to The Trust of Floyd G. Tyer as indicated below:

Date of Transfer	Description of Property	Location of Property
1999	House	886 Wood Cairn Cove, Carleona
1999	Stocks & Bonds	Broker: 1 <sup>st</sup> TN. BANK - Tim Morgan
1999	Stock &/or Bonds	Broker: Waddell & Reed - Mr. Reed
1999	Stock &/or Bonds	Broker: VANGUARD Group
March, 1999	Stock	DANABER Corp.
1999	Gen. Imp. Bond	JACKSON, TN. -
09 - 1999	Cadillac DeVille	

All the above listed stock bonds, house, and automobile, "but not limited to", are in my Revocable Living Trust.



COMMENT:

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Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

COMMENT:

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Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

P Book 83 pg 368

FAMILY TRUST SHEET

In case of emergency, it is important that individuals designated as successor trustees for management of the assets of this revocable living trust as well as agents holding the power to make health care decisions and executors are notified.

You may wish to list their names, addresses and telephone numbers below:

Floyd G. Tyer  
886 Wood Cairn Cove  
Cordova, Tennessee 38018

(901) 754-0971

Address Information for Officers of the Trust and other important persons.

John R. Sparks  
4567 Goodman  
Walls, MS 38680  
(601) 393-8466

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/ST: \_\_\_\_\_  
Phone: \_\_\_\_\_

Other Persons To Contact

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/ST: \_\_\_\_\_  
Phone: \_\_\_\_\_

### Memorial Guide

TO MY FAMILY - It has been my wish to spare you worry, anxiety, and expense in the event of my death. Through my National Family Trust Plan, I have been able to suggest many arrangements in advance of need. Below are detailed suggestions to guide you in making final arrangements, together with vital information that will be required to complete the necessary legal records.

#### Vital Statistics

Full Name Floyd G. Tyler

Birthplace: City \_\_\_\_\_ State Arkansas

Date of Birth 12/11/12 Marital Status \_\_\_\_\_

Name of Spouse Dorothy Rowland Duggan

Father's Name \_\_\_\_\_

Place of Birth \_\_\_\_\_

Mother's Maiden Name Bullard

Place of Birth \_\_\_\_\_

Social Security No. 108-12-9992 Citizen U.S.

Occupation Truck Driver

Years Employed \_\_\_\_\_

Employer \_\_\_\_\_

Business \_\_\_\_\_

Residence Established

City \_\_\_\_\_ County \_\_\_\_\_ Date \_\_\_\_\_

#### Military Record

Name of War WW II Serial # \_\_\_\_\_

Date and Place of Induction \_\_\_\_\_

Date and Place of Discharge \_\_\_\_\_

Branch of Service \_\_\_\_\_ Rank at Discharge \_\_\_\_\_

I respectfully request that the above suggestions be considered as closely as possible in completing my final arrangements.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

#### Funeral Service Requests

Name of Mortuary Memorial Park

City/State Memphis, TN

Place of Service  Church  Mortuary Chapel

Church Denomination Baptist

Lodge Participation  Yes  No

Name of Lodge \_\_\_\_\_

Person to be in charge of final arrangements:

Sarah B. Spawth

Address 11567 Goodman Rd.

Relationship Half-brother Phone 373-8988

Special Requests \_\_\_\_\_

Wardrobe: \_\_\_\_\_

Songs: \_\_\_\_\_

Service: \_\_\_\_\_

Flowers: \_\_\_\_\_

Newspaper: \_\_\_\_\_

Casket: \_\_\_\_\_

Personal Wishes: \_\_\_\_\_

#### Interment Requests

I prefer:  Earth Burial  Cremation  Mausoleum

Name of Cemetery Memorial Park

City/State Memphis, TN

I have  have not  reserved facilities.