

Prepared by:  
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Collierville, TN 38017  
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**EDLIN FAMILY TRUST  
TRUST TERMINATION AGREEMENT, WAIVER OF ACCOUNTING,  
RECEIPT, RELEASE AND INDEMNIFICATION AGREEMENT**

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THIS AGREEMENT made this 30 day of June, 2008 between LINDA E. RANDOLPH, SHIRLEY E. JONES, DAVID SMITH, Surviving Spouse of Rita E. Smith (herein referred to as SETTLORS); and JAMIE M. JONES, TRUSTEE.

1. **BACKGROUND.** On December 3, 2001 SETTLORS established the EDLIN FAMILY TRUST (hereinafter called "Trust"). SETTLORS established Trust for the benefit of JEAN S. EDLIN, Beneficiary. The purposes of Trust as stated in Section 1.02 are as follows:

(a) to hold the trust assets, (b) to provide for the supplemental care needs of the Beneficiary in accordance with the strictly discretionary terms of the Trust, and (c) at the Beneficiary's (sic) death to distribute the remaining principal and income to the Trust's remainder beneficiaries.

Due to the death of Jean S. Edlin (hereinafter referred to as "Beneficiary"), Section 4.01 provides for the termination of the Trust. Section 4.01 of the Trust states:

Upon the death of the Beneficiary, all remaining assets of the Trust after payment of taxes and expenses of administration shall be distributed to the Settlers, in equal shares. If any Settlor is then deceased, her share shall be distributed to her heirs or testamentary beneficiaries, in accordance with law in such deceased Settlor's state of residence.

2. INTENTION. It is SETTLORS' present intention to terminate the Trust under the provision of Section 4.01 of the Trust.

3. TRANSFER OF ASSETS. The Parties consent to the termination of the Trust and the distribution of the assets held by the Trustee in Trust in accordance of Article 4.01 of the Trust Agreement. In this regard Article 4.01 requires that upon Trust termination, all remaining assets of the Trust after payment of taxes and expenses of administration shall be distributed by the Trustee to the SETTLORS, in equal shares. If any SETTLOR is then deceased, her share shall be distributed by the Trustee to her heirs or testamentary beneficiaries, in accordance with law in such deceased SETTLOR'S state of residence.

4. WAIVER OF ACCOUNTING. SETTLORS acknowledge that SETTLORS have been given the opportunity to review the Trust instrument, the books and records of the Trustee's administration of the Trust, and any periodic statements which the Trustee has either provided or offered to provide. Based upon SETTLORS' examination of these documents, or upon SETTLORS' decision not to make such an examination, SETTLORS are satisfied that SETTLORS have sufficient information to make an informed waiver of their right to an accounting, formal or informal, and the filing of such an accounting with any court and to object to any matter relating to the administration of the Trust. SETTLORS hereby waive any right to any such accounting, either informal or formal, relating to the administration of the Trust. SETTLORS accept the books, records and statements of the Trustee and approve them, whether examined or not, as if they had been duly stated in the

form of a formal accounting, filed with, audited, adjudicated and confirmed absolutely by a Court.

5. RELEASE AND INDEMNIFICATION. SETTLORS hereby release and indemnify the Trustee from any and all claims and liabilities relating in any way to the administration of the Trust. SETTLORS hereby indemnify and release each other from any claims or liabilities.

6. GOVERNING LAW. The parties agree that this Agreement shall be governed by the laws of the State of Tennessee.

7. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

8. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties and may be modified only on unanimous written consent.

9. MISCELLANEOUS. The Parties hereto will execute all documents necessary to accomplish the purposes of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Shirley E. Jones  
SHIRLEY E. JONES, Settlor

Linda Randolph  
LINDA E. RANDOLPH, Settlor

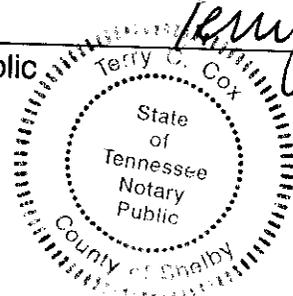
David Smith  
DAVID SMITH, Surviving Spouse of Rita E. Smith

Jamie M. Jones  
JAMIE M. JONES, Trustee

STATE OF TENNESSEE :  
COUNTY OF SHELBY :

I CERTIFY that on June 2<sup>nd</sup>, 2009, SHIRLEY E. JONES personally came before me and acknowledged under oath, to my satisfaction, that this person:  
(a) is named in and personally signed the attached document; and  
(b) signed, sealed and delivered this document as her act and deed.

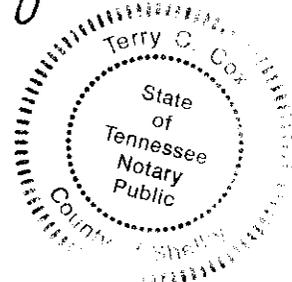
My Commission Expires:  
7/17/12

Terry Cox  
Notary Public  


STATE OF TENNESSEE :  
COUNTY OF SHELBY :

I CERTIFY that on April 27, 2009, LINDA E. RANDOLPH personally came before me and acknowledged under oath, to my satisfaction, that this person:  
(a) is named in and personally signed the attached document; and  
(b) signed, sealed and delivered this document as her act and deed.

My Commission Expires:  
7/17/12

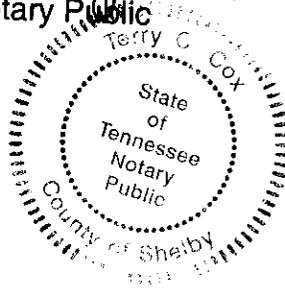
Terry Cox  
Notary Public  


STATE OF TENNESSEE :  
COUNTY OF SHELBY :

I CERTIFY that on April 21, 2009, DAVID SMITH personally came before me and acknowledged under oath, to my satisfaction, that this person:  
(a) is named in and personally signed the attached document; and  
(b) signed, sealed and delivered this document as her act and deed.

Terry Cox  
Notary Public

My Commission Expires:  
7/17/12



STATE OF TENNESSEE :  
COUNTY OF SHELBY :

I CERTIFY that on June 30, 2009, JAMIE M. JONES personally came before me and acknowledged under oath, to my satisfaction, that this person:  
(a) is named in and personally signed the attached document; and  
(b) signed, sealed and delivered this document as her act and deed.

Terry Cox  
Notary Public

My Commission Expires:  
7/17/12

