

July 18, 2005

Dear Mabel,

With tremendous sincerity, I apologize for the confusion surrounding the perception that Kay gifted monies to you from our First Tennessee savings account. It is true that both Kay and I kept this reserve should it have been needed for many purposes including your funeral expenses.

In the event of your death, Kay realized that the burden of responsibility would fall upon us. Being that you had not prearranged aspects other than the mausoleum, we both understood that the need for readily available cash existed. Kay's expressions to you were that we had cash available should there be a need. The details would have been resolved later from that which you provisioned to Kay without pressing urgencies involving the immediate need to sell equities or to receive cash from your estate.

Many of our investments are in stock and other equities. Kay and I agreed to keep an ample amount in traditional savings should any need for cash be immediate. Doing so reduced worries and conveying this to you was intended to relieve your concerns about delays or complications. It simply was not the case that our savings in this account was reserved exclusively for this purpose. The lower return on investment was welcomed over any hassles should any need exist.

I was not at all upset that you indicated to the hospital that Memphis Funeral Home was the selection without first consulting me. I knew that the location was something that you wanted for Kay and that the selection was also a family preference. Before you signed the purchase agreement, I asked what you would like for me to do. This was important because if it had not been a commitment that you wished to make, my choice would have been to transfer Kay to a funeral home in Bartlett and to arrange church services. Whether your arrangements or mine, either would have aligned with the desires that she expressed. She did not have a preference of one over the other.

Kay's greatest desire was to be at Memorial Park near both her dad and you. The only conflict was the fact that she did not want to be in the mausoleum. It was logical for me to both arrange and pay for these arrangements since you made the other arrangements at Memphis Funeral Home. Although you had asked me to only pay part of the Memorial Park arrangements, there was not a need to divide our involvement this way. You had already done so much already. To honor Kay's wishes, I had to take into consideration that Ed was in the mausoleum at the time and no arrangements in another location were confirmed. Before altering the existing Memorial Park arrangements, we need to first resolve any items that you may wish to receive.

It would be helpful to receive a written list of those items that you wish to receive and the reasons why. Some that you have mentioned are ones that Kay had not provisioned to you in her will, as survivorship rights or verbally. I sincerely want for you to receive both those things that you are legally entitled to and that Kay would have

wanted for you to have. For me to make these decisions is difficult. Other than the documents that I currently possess, I have to rely on things that I remember Kay saying. Providing a comprehensive list would be helpful. I can review all items that you wish to receive as a whole and more easily make determinations based on the reasons that you provide.

My understanding is that Midland National has transferred the remaining annuity payments to you based on survivorship rights. The total should be approximately \$16,000 or slightly more. There was an amount prior to your transfer that I have already settled with them. If you had planned to utilize money perceived to be gifted to you by Kay rather than the remaining annuity amount for your Memphis Funeral Home expenses, I would need to understand why this was not a topic of discussion prior to you signing the purchase agreement. I would have had the opportunity to make and to pay for alternate arrangements. Before the arrangements were finalized, I do remember you asking about Kay's wedding ring, gold jewelry and our Buick Century.

The documents that you have requested are personal and private between Kay and myself. I will gladly provide a copy of Kay's medical records to you. All financial documents, even those solely in Kay's name, are ones that I will be unable to provide to you unless there are specific legal reasons and I concur. There may be a few that I will voluntarily provide to respond to requests from the list that you provide. The First Tennessee savings account is a good example. I will be able to show that it was a joint account between only Kay and myself, that I had survivorship rights and that it was used for general savings rather than being devoted to one purpose. Bernie had inquired about the deed to my home. All is structured exactly as I had described. Deeds are a matter of public record and can be confirmed without my direct involvement.

Items that you gifted to Kay are not necessarily things that will be automatically returned to you. When one receives a gift, it becomes their property and part of their estate. Loans are exceptions. If you loaned money to Kay, I would need to receive a copy of the promissory note and a statement showing the payment history and balance. I am aware of one table that you loaned to Kay. This would be automatically returned to you. I had asked if you would like for me to return it and you indicated waiting until a later date. It is yours simply upon asking. All other gifts such as the mirror that you mentioned will not be returned to you unless documentation that you provide shows that the items were loans rather than gifts. Except for the table that you loaned to Kay, I am not aware of any other items that you are legally due to receive. I am willing to provide to you items having sentimental value rather than cash value at my discretion. Bernie may be able to assist you in preparing the list with associated reasons. It would be important for you to limit the list to those items in which you are legally entitled and items significantly sentimental.

Kay's friends may be able to provide greater insight. I am aware of conversations that she had with Maxine, Judy, Jack and Marie. I do not believe that Kay discussed deeply personal matters with Jan, Rachael, Herbert or Peggy although it is possible. Some have called to convey various conversations previously with Kay and more

recently with you. I would prefer that we work together from a written list that you provide because entitlement to items that you have requested is undocumented and potential exists that you and I may disagree. That which we document will not replace conversations. It will assist in us working through the list systematically. If there are items and/or documents that I wish to receive from you, I will also provide you with a list and the specific legal reasons as to why I feel that I have entitlement. Matters involving money and transfer of property are simply business. I would not take it personally even is we disagree and you wish to seek legal recourse. It would only be a course of action to find answers to those things in which we disagree. I do feel that we can work though everything without extreme conflict.

Respectfully,

[Signature on original]

Wayne