

September 14, 2005

Dear Mabel,

I have awaited the dark forces that you implied would be unleashed against me at your hand. So far, none have revealed themselves. Especially with all else that has transpired, intimidation tactics are highly inappropriate and will not be tolerated. In regards to what you wish to receive from me, I established a highly effective procedure within my first letter to you. Being that you declined providing a written list with explanations, letting our attorneys work through these issues is the only viable option. Based on where all currently stands, this is now the only option in which I will agree. We have many serious issues to resolve. Involving our attorneys is not a treat to sue one another. Several issues have surfaced that require resolutions beyond simple conversations. If agreement is not reached by peaceable means, litigation is a realistic possibility. Many laws dictate how our numerous issues are settled. This removes the emotional aspects because all will be decided on that which is lawful.

Each and every request that you present will be addressed. My attorney will introduce mine after reviewing documents that you will be required to provide. Under advisement, I am gathering and documenting that which may be needed. Time will be needed to evaluate my documents and notes. Afterwards, my attorney will contact you. I am attending a weekly support group. It was explained that these types of conflicts are common. Everyone has their own perspective and past events frequently fuel even more conflict as unresolved issues. This is where we are now. Just as strongly as you disagree with me, I disagree with your perspective. With this letter, I inform you of your need to prepare. It will not be necessary for you to provide anything in response to this letter. In resolving Kay's estate, my attorney will represent my interests.

Reviewing all that you have verbally requested, there are two common factors. The recurring themes are invasion of privacy and an attitude towards using my home and other assets as a carte blanc shopping mall. On June 14th at 11:13 AM, I documented the call that you placed to me from Bernie's office. After you turning the call over to him, he inquired about the deed to my home and the First Tennessee bank accounts. On June 23rd, you casually asked about the amount of my property taxes. I knew when you asked that you were attempting to reverse engineer the value of my home. As you may recall, I immediately reminded you that Bartlett taxes are less than Memphis. I was assisting in ensuring that you followed the correct formula. It would have been less obvious for you to simply ask the value. You approached many topics this way, asking seemingly innocent questions to gain knowledge of our assets. It was also obvious that your other questions probed how much Kay had conveyed to me. None were as subtle as you had aspired. I was already aware of your motives. You spoke with many people after the June 14th meeting with your attorney. Several called to inform me of your comments. All told me that you had asked them to keep your remarks confidential. This was reminiscent of your attempts to impose such a directive on Kay. They felt a need to pacify your obsessions just as Kay did. Only as you had described them, I was told of

Bernie's advisements to you. Being that some of the people who called did not know each other and that which they conveyed was consistent, I believe that all of your statements were accurately portrayed.

Although I will continue to require clearly established reasons for providing copies of documents, I will provide general information at my discretion. As estimated by my lender, my home's value is \$159,913. The equity is substantial due to a much higher than required down payment. My income last year as reported by our CPA was \$117,661.42. Kay's income last year was less than \$5,000. With increased revenue, my income this year is projected to exceed \$180,000. These figures do not include dividends, interest or capital gains from investments. Investments are mostly comprised of direct stock ownership in approximately 100 companies. Examples include American Express, BellSouth, Coca-Cola, Eastman Kodak, Exxon, Gillette, Intel, IBM, Johnson & Johnson, Kellogg, McDonald's, Motorola, Nations Bank, PepsiCo, Philip Morris, Quaker Oats, Rubbermaid, Wendy's and VIACOM. When we purchased our home, Starbuck's approximately doubled our purchase price less than a month prior to closing. We utilized the capital gains as an additional down payment. You commented on the use of my Platinum American Express card for the arrangements that I made. I was surprised that Memorial Park disclosed this information to you without my consent. There are several reasons: buyer's assurance, an annual summary utilized by my bookkeeper and CPA, time to receive proceeds from stock sell when necessary and being a shareholder. Kay and I had (5) bank accounts across (3) banks and (3) brokerage accounts.

You told several people that you were upset at the fact that Kay and I had wills. I was also told of your other frustrations. Kay was the beneficiary of a \$1,000,000 life insurance policy on my life acquired over three years ago. Although the monthly premium was \$294, it was necessary should something have happened to me because Kay could not depend on you due to how you used inheritance as an instrument of control. One affirmation was when you demanded that she return the monthly annuity payment to you. I don't remember the exact details yet my general understanding is that the source of the money was one of Edgar's retirement benefits. If this is the same source that I recall Edgar discussing with Kay, he expressed the desire for Kay to receive it. Much that you have manipulated is not a matter of money. \$533 is a small sum. Regardless of how large or small, her father provisioned it to her and it was a legacy that she cherished for that reason. You knew this but tormented her anyway. Over the years, I witnessed all interactions that you had with Kay being ones in which you profited. After doing anything for Kay, you later turned it around to use it as bait to gain something larger for yourself.

More specifically, I was told that you were resentful of how prepared we were. My concern was for Kay. With one exception, I never asked Kay to do anything in regards to estate planning. She initiated all else herself voluntarily in response to your attitudes. I learned of some aspects later after reviewing documents in mid-June. We utilized (3) attorneys for various tasks. I proposed the deed structure to our home and the attorney who assisted us agreed. Although I did not sign your document that would have provided you with entitlement to 50% of my future assets and earnings, Kay confirmed

that your attitudes still existed. She told our attorney about the condo, the agreement that you wanted for me to sign and your attitudes. She was sad that her name would not be on the deed itself yet blamed you, elaborating about your broken promise to her and your aggressions that made such a defense necessary. John prepared other documents specifically for Kay to sign. After Kay reviewed the documents with John and he fully explained every aspect, Kay said that it was exactly what she wanted to do. Several of our friends attended to witness all of the documents that we both signed. It was a day of extreme joy and happiness.

On a few occasions, you mentioned wishing to pay the expenses solely in Kay's name. You stated it as being a reason for gaining access to our financial records. In conjunction with this, your general impression was that the total amount was very low. Excluding medical expenses, the total expenses solely in Kay's name exceeds \$30,000. Of those that you are aware and also specifically mentioned, the total was less than \$500. Possibly, she concealed or neglected to mention others. All are now a matter of privacy. Even with your offer being outwardly generous, I had awareness of your underlying motives. This fish left your bait on the hook.

Your comments about the First Tennessee savings account were riddled with inconsistencies and contradictions. If there is any sum of money that you are due to receive related to the account or for any other reason, it will be provided to you without hesitation only after being fully substantiated. You described \$10,000 as being gifted to you by Kay. This is inconsistent with what she told me and that which she and I had agreed. Other comments that you made about the source of the money were incorrect. Before July 26th, you maintained that the funds in the account were from Kay's retirement proceeds in Baltimore. On July 26th, you stated that you gave Kay \$5,000 back in the 80's to be used for your funeral expenses. This is true and I remember her telling me about it. The difference from \$5,000 to \$10,000 is quite a profit at Kay's expense. Initially, you did not mention the account. My speculation is that you attempted to acquire the account and just prior to your meeting with Bernie on June 14th, you asked for the money explaining that she had gifted it to you because your covert attempt failed. Your plan was to seek Bernie's assistance if I declined yet you were angry to learn that it was a joint account. I have a list of all that you approached in this covert manner.

The \$5,000 from the 80's would be a legitimate request if your statements were comprehensive and completely truthful. You have the initial record of it and I do remember it. Rather than being gifted, you originally provided it to Kay for the purpose that you specified. The fact that it was deposited into the First Tennessee savings account is irrelevant. If Kay had transferred it elsewhere or spent it at her discretion without your consent, the obligation to you would still exist. From a legal perspective, all of our bank accounts were jointly held with survivorship rights. Regardless of this, the ethical obligation would be to return it to you if no aspect changed during this extended period of time. In addition to Kay telling me long ago about your deposit, I also recall a time afterwards in the 90's when she told me that you had directed her to use the money for another purpose. I do not remember the exact year or the purpose. What I vividly

remember is her concern about the funds being depleted and cash not being readily available for the original purpose. This intense concern prompted her desire later to always have available an ample cash reserve. When you requested \$10,000, I immediately recognized your request as yet another attempt to profit beyond legal and ethical means. To honor your revised request for \$5,000, what happened during the 90's must first be confirmed. Old bank statements reflect the depleted balance and match what Kay had said. No records in my possession indicate how the money was utilized.

You prearranged the mausoleum for yourself concurrently with making the arrangements for Edgar. At the same time or soon afterwards, you had many opportunities to prearrange the remaining aspects for yourself. I recall Kay begging you to finalize your arrangements, asking to not let the burden fall on her. With your persistence in moving Kay and Edgar's graves, you presented it as being urgent and necessary to do so immediately. You refused to resolve your numerous other requests until afterwards. I tried to separate the issues and to look at each individually. Ultimately, I saw that all were part of your overall plan forewarned by Kay and confirmed by others calling to let me know that you were actively indulging your obsessions. My decision to not move Kay's grave is final. Your manipulations were a consideration yet not the basis. Setting them aside, my decision would have been the same. If you have attempted anything to counteract this, it will become another issue that I will resolve. You utilized the money provided to Kay prior to Edgar's funeral. Otherwise, it makes no sense as to why you continued to burden Kay with this. This would have been resolved and paid for from the money that you provided at a time when \$5,000 was apposite. You instilled in Kay a sense of obligation although you had already redirected the money and perpetuated it with the fact that the responsibility would fall on her anyway. For all that you have concealed, distorted and manipulated, it is difficult for me to know what is truthful.

Last year, Kay mentioned documents that you initiated and that were presented to her to sign. I asked her if she wanted to sign the documents. She said no, that they were related to inheritance and that you demanded it. My only other question was if she understood the documents. She said no, she only knew in general what you were attempting to do and again, that you demanded it. By not signing, she said that she feared what else you may do. Kay told me that you had two goals. The first was that she would receive small allocations like the annuity. Your primary goal was depicted as diverting your estate to other family members. Both insulted Kay, so much so that she expressed her thoughts to me and to her closest friends. Kay also said that you had vowed to take all that you possibly could from me should something happen to her. In regards to all that you have said and done, this is one promise to Kay that you have tried to keep. Two of Kay's friends called me again last week. One that you have not spoken to explained the possible connection between signing the documents and the annuity. In discussing the documents with me, Kay's focus was your goals. Beyond what I was previously aware, this person elaborated about her being upset over the demands that you made for her to keep the annuity. If this is the connection, you extorted Kay's signature by threat of taking back the annuity. Kay talked about both situations yet I do not recall her mentioning that they were related. This does align with how consistently you used one

thing to get another. The pieces are coming together. There is much that I have confirmed and the truth will be known for the remaining speculations.

I anticipate that my attorney will request from you copies of all documents in which Kay signed, was named or had legal entitlements. My first priority will be to obtain explanations. You have crossed several immensely severe lines with your actions, deceptions, threats and manipulations. I am preparing for all to be addressed individually as well as how each were baited by others, those perpetrated against both Kay and myself. Should any form of property or entitlements rightfully Kay's prove to have been diverted by you, I will seek redress. This also holds true for any individual(s) who previously or during the interim receive any form of property that was rightfully Kay's. Based on all that I currently know and that which continues to be provided to me, resolving these issues will be a long process. It is likely that the documents you hold will reveal even more.

On July 26th, you requested to receive all items purchased by Kay prior to and during our marriage and referenced it including most of the furniture in my home. In regards to furniture, only a few items exist from prior to our marriage. These are items that Kay purchased, not you, from her retirement proceeds in Baltimore. All received from her retirement account was devoted to furniture before she and I met. As you may recall, she believed to be furnishing her new home. Before making arrangements for a truck, reflect on the fact that from June 14th forward, you have had general awareness of both your legal rights and mine. There is no viable explanation for your behavior other than your obsessions. I offered you ample opportunity to discuss legitimate requests and sentimental items. Rather than focusing on either, you chose the path that you had proclaimed to Kay. I waited with hope that you would realize how ridiculous your requests were as you discussed them with others. You mentioned your conflict with Lee, admitting that she had expressed dismay over the boundaries that you were crossing. Meeting with your attorney did not damper your quest. You continued despite what you were advised to be lawful.

I accept your invitation to stroll down memory lane. It will be different from what you previously anticipated. Your secrets are exposed. My financial records date back to age 16. I have all bank statements, credit card statements and cancelled checks for the last 24 years. Each year, they were collected and filed in a cabinet with copies of tax returns. Kay's records are not as extensive. On file, there are several bank statements dating back many years yet not all were retained. Although not sequential, important ones from the 90's are available. Kay shredded her credit card statements that were beyond a few months old. Many yet not all of her cancelled checks are also available.

For myself, some issues span most of the 19 years that I have known you. Others existed prior to when Kay and I first met. All along, I have had an important decision to make. I could ignore your preposterous requests or respond in a manner befitting your malicious endeavors. July 26th was a turning point for me. After you further asked for even more, I restated my requirement for all to be documented. You refused saying that I would hold it over your head. Beyond deranged obsessions taken to a point of absurdity,

you with profound sanity understood that you could be held accountable. Others had previously explained to you this potential yet you persisted. It was important for me to know whether you were delusional, thinking that the world revolves around Mabel, as most of this nonsense would indicate or if you were consciously calculating how far you could go without having evidence. Your refusal to supply a written list provided a conclusive answer. Without any doubts, I unequivocally believe all to be true and that you acted with extreme malice towards Kay and myself. You did have delusions but only involving Kay's loyalty to a mother that perpetually insulted and manipulated her. Kay did deeply love you but as many people will attest, she had to view you as two people, one, her mother, and the other, a person who plotted to control her life and to take from her. Kay was vocal, discussing many details with her closest friends and describing at least some aspects to most everyone that she knew well. In addition to exploring your requests, your documents will be compared to others that Kay signed and to the testimony of many people, friends and family members.

Your plan to have a yard sale at my home, seeking Maxine's assistance, is another breeched boundary. Although offered as helping me, it would have aligned with your general approach. I have no desire to sell anything at this time, including Kay's clothing. I do plan to sell the Buick at some point in the future. These are things that I do not wish to address anytime soon. Another reason is having time to determine whether you do have legal entitlement to some things that Kay did not provision to you. During our last phone conversation, you explained that I personally owe you much due to all that you had done for Kay and I. You also said that I would lose the love of the family by not providing you with all that you requested. If you are truly due to receive these things, they will be provided. In preparing, I welcome all of the detail in which you wish to include. Like the table, there may be other things. All transferred between us will be founded in that which is lawful and ethical. Your attorney has been involved. By formalizing my side, we will achieve a final resolution for every issue.

My choice is to do this early next year, soon after the holidays. It has been stressful enough dealing with these things in addition to mourning my wife's death. You vigorously started into this the very next day. You also need time to prepare but from the perspective that all is out in the open. Should you have a reason to start sooner, have your attorney contact me and I will do my best to accommodate your schedule. Otherwise, I will initiate this process no later than February.

Respectfully,

[Signature on original]

Wayne P. Vaughn