

AGREEMENT and MEMORANDUM OF UNDERSTANDING

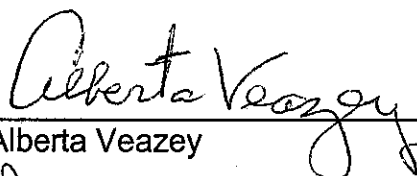
This Agreement and Memorandum of Understanding is made this 25th day of September, 2009 by and between E. ALBERTA VEAZEY, JOSEPH J. BECKETT, ROBERT BECKETT, and DONALD B. VEAZEY (the "Parties") and is intended to set forth the understanding and agreement between us with respect to certain personal injury settlement proceeds (the "proceeds") and how the division of those proceed will affect the estate and estate planning of E. Alberta Veazey.

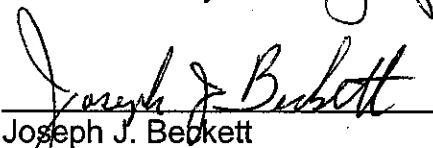
Premises and Terms:

1. E. ALBERTA VEAZEY and DONALD B. VEAZEY have received and will receive certain litigation proceeds.
2. E. ALBERTA VEAZEY, within the constraints of the gift tax laws, wishes to gift to JOSEPH J. BECKETT and ROBERT BECKETT in order to approximately equalize the sums that they receive from the proceeds with the sums that DONALD B. VEAZEY has and will receive from the proceeds.
3. Donald Veazey has or expects to receive proceeds in the amount of \$418,000.
4. JOSEPH J. BECKETT and ROBERT BECKETT will not receive any proceeds directly.
5. E. ALBERTA VEAZEY has gifted \$15,000 to each of the other parties in 2009.
6. E. ALBERTA VEAZEY intends to gift the additional sum of \$418,000 each to JOSEPH J. BECKETT and ROBERT BECKETT as soon as is practicable after the execution of this Agreement.
7. In order to fully utilize her gift tax exemption, E. ALBERTA VEAZEY will make additional gifts to each of the other parties equal to \$39,666.00.
8. It is understood by us that there may be additional settlement proceeds issued but that none of us knows when or how much those proceeds may be. We believe that any such additional proceeds will be modest in relation to the amounts already received. We acknowledge that, among other things, the tax laws may limit the practicality of making additional gifts to equalize future proceeds and that therefore an imbalance may ultimately exist.

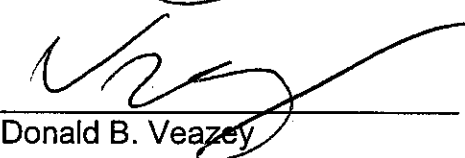
9. In consideration of the foregoing, JOSEPH J. BECKETT and ROBERT BECKETT agree that should a part of the proceeds expected to be received by DONALD B. VEAZEY fail to be paid, then JOSEPH J. BECKETT and ROBERT BECKETT will pay to DONALD B. VEAZEY the sum required to equalize the proceeds they have each received (via the gifts from E. ALBERTA VEAZEY) with the proceeds received by DONALD B. VEAZEY. They may do so in such a way as to minimize the gift tax implications to them.
10. JOSEPH J. BECKETT, ROBERT BECKETT, and DONALD B. VEAZEY agree that in the event Income or Estate taxes are owed by the Estate of E. ALBERTA VEAZEY, and there are insufficient funds in her Estate to pay those taxes, each will pay from his personal funds a share of the taxes owed in proportion to his share of the Estate of E. Alberta Veazey including any amount received as gifts described in this agreement.

September 25, 2009


Alberta Veazey


Joseph J. Beckett


Robert Beckett


Donald B. Veazey