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July 19, 2002

VIA FACSIMILE NO. (915) 576-2797

Mr. Isaac M. Castro 212 South Central Hamlin, Texas 79520

Re:

Cause No. 4222-A; In the Estate of Ida Baldwin Denison, Deceased; In the District

Court of Stonewall County, Texas, 39th Judicial District

Dear Mr. Castro:

Bob Denison has retained me to assist Suzie Shay and Travis Ware in concluding the above-referenced matter. It is my understanding that Mr. John Denison has obtained a policy insuring the so-called Rayner Courthouse against hazards but that the premium hasn't been paid. It also is my understanding that Mr. John Denison is holding funds in excess of the amount of the initial premium which are due to be distributed to the trust established under Mrs. Denison's will (the "Trust").

The Trust currently has no serving trustee and, therefore, cannot pay the premium. Obviously, the insurance coverage needs to be maintained, and presumably this means that he premium needs to be paid. Mr. John Denison probably has a fiduciary duty to pay the premium and maintain the insurance. I suggest that he pay the initial premium out of the funds he is holding which are due to the Trust. This should be done immediately.

In fairness, Mr. John Denison should be personally responsible for paying the premium attributable to the period of time prior to his delivery of possession to Bob Denison. It is my understanding that the policy became effective on June 6, 2002. The Mediation Agreement says that Mr. John Denison was to surrender possession on June 28, 2002. Is Bob now entitled to occupy the property? If so, please send me the keys by overnight messenger, and 1 propose that Mr. John Denison reimburse the Trust for the prorated portion of the premium for June 6, 2002, to June 28, 2002. If not, then I propose that Mr. John Denison reimburse the Trust for the prorated portion of the premium for June 6, 2002, through the date Bob is given possession. Bob will contact the insurance company, have them calculate the appropriate prorated amount and then notify you so you can have Mr. John Denison make the proper reimbursement.

It also is my understanding that the policy names the Estate of Ida Baldwin Denison as the beneficiary. Please confirm that, should a loss occur on the policy, the proceeds will be paid to the Trust.

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If this proposal is acceptable to you, please so indicate by signing this letter in the space provided below.

Glenn M. Karisch

Accepted:

Isaac M. Castro, Attorney for John Wayne Denison

cc:

Ms. Suzie Shay

Mr. Mark S. Zachary

Mr. Kenneth G. Leggett

Mr. Bob Denison

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