AMENDMENT TO TRUST AGREEMENT

WHEREAS, on September 12, 1963, JACK C. MASSEY and wife, ELIZABETH P. MASSEY, did convey to MICHAEL E. JUDGE and JULIAN O. NORTHCRAFT, certain real property in Davidson County, Tennessee, by deed of record in Book 3618, page 385, Register's Office for said County, which real property is described as follows:

> Being Lot No. 1 on the resubdivision of Lot No. 21, and part of Lot No. 20 on the Plan of W. S. Bransford's Subdivision, of record in Book 547, page 133, as shown on the plan of record in Book 3500, page 48, Register's Office for said County, described as follows:
>
> Beginning on the westerly margin of Park Center Avenue, said point being north 9° 15' west 64 feet from the corner of Lots Nos. 19 and 20 on the W. S. Bransford's Subdivision, of record in Book 547, page 133, said Register's Office; thence south 80° 45' west 203 feet; thence south 9° 15' east 29.7 feet; thence south 80° 45' west 82.4 feet; thence north 9° 40' west 65.7 feet; thence north 2° 36' west 101.9 feet; thence north 80° 32' east 243.6 feet to the westerly margin of Park Center Avenue; thence with the same, with a slight curve, having a radius of 260.44 feet, southeasterly 127.1 feet; thence continuing with same, south 9° 15' east 16 feet to the beginning.

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WHEREAS, the said Michael E. Judge and Julian O. Northcraft were in fact at the time of said conveyance acting for and on the behalf of George L. Smead, and the said Michael E. Judge and Julian O. Northcraft do in fact hold said property for the benefit of George L. Smead; and

Prepared by
T. J. McCarley
Cowan Jones Reddy
Nashville, Tenn

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TESTINE BEERS JR
REGISTER DAVIDSON CO TENN

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WHEREAS, on February 12, 1965, the said George L. Smead, Michael E. Judge and Julian O. Northcraft did enter into an agreement wherein the said Judge and Northcraft were appointed trustees for the said George L. Smead, to handle and administer and hold in trust the above described real estate for the benefit of the said George L. Smead; and

WHEREAS, the said trust agreement of February 12, 1965, recites that said George L. Smead had entered into a trust agreement dated June 2, 1949, with the Toledo Trust Company as Trustee, said trust being designated as Trust No. 2297, which trust was amended on January 22, 1964, and January 5, 1965, said trust No. 2297 as amended being made a part of the trust agreement of February 12, 1965, by reference thereto, and being fully incorporated therein, the trust agreement of February 12, 1965, being attached hereto and being fully incorporated herein by reference; and

WHEREAS, by Article VI of the trust agreement of June 2, 1949, as amended, the said Smead reserved the right to remove the Trustee under said trust agreement, and to appoint a Successor Trustee, which right under the terms of the trust agreement of February 12, 1965, applies to the trustees for the above described real estate; and

WHEREAS, the said Smead wishes to remove the aforesaid

Michael E. Judge and Julian O. Northcraft as Trustees under said trust agreement of February 12, 1965;

NOW, THEREFORE, in consideration of the premises, and pursuant to the authority vested in me by said trust agreement of June 2, 1949, as amended on January 22, 1964, and January 5, 1965, and the trust agreement of February 12, 1965, I, GEORGE L. SMEAD, do hereby remove the aforesaid Michael E. Judge and Julian O. Northcraft as Trustees for the above described real estate, and do here and now appoint the FIRST AMERICAN NATIONAL BANK OF NASHVILLE as Successor Trustee under the trust agreement of February 12, 1965.

The said Michael E. Judge and Julian O. Northcraft do here and now resign as Trustees under said trust agreement of February 12, 1965, and do individually and as trustees, transfer and convey to the First American National Bank as Successor Trustee all of their right, title and interest in and to the above described real property, and do fully acquiesce in their removal as trustees under said trust agreement of February 12, 1965. The said First American National Bank of Nashville, as Successor Trustee, shall have the same rights, duties and responsibilities as provided in the trust agreement of June 2, 1949, as amended, and as provided in the trust agreement of February 12, 1965, with respect to the original trustees, Michael E. Judge and Julian O.

Northcraft, except that its duties and responsibilities shall be limited to administering the trust agreement of February 12, 1965, from and after the date it receives the trust assets and properties from the original trustees, namely, Michael E. Judge and Julian O. Northcraft, and it shall have no duty or responsibility to inquire into the action of the original trustees.

Upon receipt by the First American National Bank of Nashville of the trust assets and properties, and upon Smead's approval of the accounting by the said Michael E. Judge and Julian O. Northcraft, the said Michael E. Judge and Julian O. Northcraft shall be discharged from further duties as Trustees under the trust agreement of February 12, 1965.

From and after the execution of this instrument, said real property in Davidson County, Tennessee, shall become and be a part of the trust assets being administered under the trust agreement of June 2, 1949, as amended, subject to all the provisions therein, and subject further to the provisions of the trust agreement dated the 12th day of February, 1965.

In all other respects, I, George L. Smead, do hereby ratify and affirm the trust agreement of June 2, 1949, as amended, and the trust agreement of February 12, 1965.

This 9 day of July, 1968.

George L. Smead

Michael E. Judge, Individually and as Trustee

Julian O. Northcraft, Individually and as Trustee

ACCEPTANCE BY SUCCESSOR TRUSTEE

The First American National Bank hereby acknowledges receipt of the foregoing appointment, dated the 9th day of July, 1968, and agrees to act as Successor Trustee under the trust agreement of February 12, 1965, which incorporated therein all the provisions of the trust agreement of June 2, 1949, as amended.

This 9th day of July, 1968.

FIRST AMERICAN NATIONAL BANK

By
Vice President and Trust Officer

ATTEST:

VICE PRESIDENT AND CASHIER

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Emmett Russell III, a Notary Public in and for the State and County aforesaid, personally appeared George L. Smead, with whom I am personally acquainted, and who upon oath acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 1 day of July, 1968.

Emmett Russell
Notary Public

My commission expires:
My Commission Expires May 5, 1971

STATE OF OHIO)
)
COUNTY OF Lucas)

Before me, Robert G. Papenfus, a Notary Public in and for the State and County aforesaid, personally appeared Michael E. Judge and Julian O. Northcraft, with whom I am personally acquainted, and who upon oath acknowledged that they executed the foregoing instrument, both individually and as trustees, for the purposes contained therein.

WITNESS my hand and official seal at Toledo Ohio, this 29 day of JULY, 1968.

Robert G. Papenfus
Notary Public

My commission expires:

ROBERT G. PAPENFUS
Notary Public, Lucas County, Ohio
My Commission Expires June 14, 1973

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Emmett Russell III, a Notary Public of the State and County aforesaid, personally appeared W. Lane Alexander, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President and Trust Officer of the First American National Bank of Nashville, the within named bargainor, a corporation, and that he as such Vice President and Trust Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President and Trust Officer.

WITNESS my hand and seal, at office in Nashville, Davidson County, Tennessee, this 9 day of July, 1968.

Emmett Russell III
Notary Public

My commission expires:
My Commission Expires May 5, 1971

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BOOK 4266 PAGE 340

TRUST AGREEMENT

This Agreement is entered into this 12th day of February, 1965, between George L. Smead (herein referred to as "Donor") and Michael E. Judge and Julian O. Northcraft (herein referred to as "Trustee").

The Donor has entered into a Trust Agreement dated June 2, 1949, with The Toledo Trust Company as Trustee, which is designated on its records as Trust No. 2297, a copy of which, as amended, is attached hereto and the terms and provisions of which are incorporated herein as if rewritten herein at length.

The Donor has caused, by separate instrument of conveyance, to be conveyed to the Trustee, title to a certain parcel of real property described as follows:

> Being Lot No. 1 on the resubdivision of Lot No. 21 and part of Lot No. 20 on the Plan of W. S. Bransford's Subdivision, of record in Book 547, page 133, as shown on the plan of record in Book 3500, page 48, Register's Office for said County, described as follows:
> Beginning on the westerly margin of Park Center Avenue, said point being north 9° 15' west 64 feet from the corner of Lots Nos. 19 and 20 on the W. S. Bransford's Subdivision, of record in Book 547, page 133, said Register's Office; thence south 80° 45' west 203 feet; thence south 9° 15' east 29.7 feet; thence south 80° 45' west 82.4 feet; thence north 9° 40' west 65.7 feet; thence north 2° 36' west 101.9 feet; thence north 80° 32' east 243.6 feet to the westerly margin of Park Center Avenue; thence with the same, with a slight curve, having a radius of 360.44 feet, southeasterly 127.1 feet; thence continuing with same, south 9° 15' east 16 feet to the beginning.
>
> Being the same real property conveyed to Jack C. Massey and wife, Elizabeth P. Massey by two deeds: one from Bertram H. Chalfant, and wife, dated August 9, 1963, filed August 14, 1963, and recorded in Book 3613, page 77, and the other from R. C. Matthews, Contractor Inc., a Tennessee corporation, dated September 20, 1962, filed October 3, 1962, and recorded in Book 3436, page 192, said Register's Office.
>
> Said property is conveyed subject to ninety-five foot building setback line from Park Center Avenue and to owners certificate, as shown on plan of record in Book 3500, page 48, Register's Office for Davidson County, Tennessee.

In consideration thereof the Donor and Trustees agree as follows:

1. Except as otherwise expressly provided herein, said property shall be held in trust upon and subject to the same and all of the terms and provisions set forth in said Trust No. 2297, as amended, including (a) the Donor's right to alter, amend or revoke; (b) the designation of beneficial interests and (c) the powers of administration.

2. The Trustees shall exercise their power to sell, encumber or otherwise deal with or dispose of said property in accordance with the written directions of the Donor during his life, and of the Trustee of said Trust No. 2297 after the Donor's death.

3. If said property is sold or otherwise disposed of, the proceeds shall be transferred and delivered to the then Trustee of said Trust No. 2297, and the Trustees hereunder shall thereupon be fully relieved and discharged from any further accountability therefor.

4. Any amendment, alteration or revocation of said Trust No. 2297 shall operate and be effective as an amendment, alteration or revocation of this trust.

IN WITNESS WHEREOF, this instrument has been executed by the Donor and Trustees the day and year above mentioned.

George L. Smead

Michael E. Judge

Julian O. Northcraft