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TRUST AGREEMENT

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THIS TRUST AGREEMENT, executed on this 29th day of March, 1971, between MRS. ALINE McMAHON, a widow, hereinafter called the "TRUSTOR", and McKENDREE MANOR, INC., a Tennessee charitable corporation, hereinafter called the "TRUSTEE";

WITNESSETH:

WHEREAS, the Trustor desires to create a Charitable Remainder Annuity Trust as provided for and in accordance with Section 664 of the Internal Revenue Code of 1954, as amended by Section 201 (e) of the Tax Reform Act of 1969 (Public Law 91-172, 83, Stat. 562); and to place in trust, for the use and benefit of the beneficiaries and upon the trusts hereinafter declared, a tract or parcel of land located in the Second Civil District of Davidson County, Tennessee, hereinafter more particularly described;

NOW, THEREFORE, for and in consideration of the premises, the Trustor has this day bargained and sold and does hereby transfer and convey unto McKendree Manor, Inc., as Trustee, its successors and assigns, the real estate hereinafter described, to be held in trust by said Trustee and its successors for the uses and purposes and upon the terms and conditions hereinafter set forth, all of which real estate the Trustee hereby agrees to accept and hold subject to the terms hereof. The said real estate is more particularly described as follows:

> Land in the 2nd Civil District of Davidson County, Tennessee, described according to a copy of a survey made by L. C. Petty & Co., Engineers, July 10, 1962, as follows:
> Commencing at a point where the southerly right of way line of Murfreesboro Road if extended would intersect the easterly right of way line of Ezell Road if extended and running thence

Prepared by: Thomas M. Emmanuel, Atty
3rd Nat'l Bank Bldg - Nash. Tenn

S 66° 30' E 53 feet to a concrete highway marker and point of beginning; thence continue S 66° 30' E along southerly right of way line of Murfreesboro Road 147 feet to an iron pipe which is 115.3 feet west from another concrete highway marker; thence leaving Murfreesboro Road, S 23° 30' W 175 feet to an iron pipe; thence N 66° 30' W 112.75 feet to an iron pipe in the easterly margin of Ezell Road; thence with the margin of said road, N 3° W 135 feet to a concrete highway marker; thence N 50° E a distance of 60 feet to point of beginning.
Being part of the property conveyed to Aline McMahon by deed from A. S. McMahon of record in Book 509, page 300, said Register's Office, Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said McKendree Manor, Inc., Trustee, and its successors in trust and assigns, forever; with full right and power being expressly vested in the said McKendree Manor, Inc., Trustee, to sell, mortgage and convey said tract or parcel of land without the necessity of obtaining the consent of or joinder of any beneficiary of the trust, and without the lender of any money or any purchaser of said property being obligated to see to the application of the money lent or of the purchase price. Provided, however, that during the lifetime of the Trustor, the Trustee, before exercising the power to sell, convey, mortgage or encumber the property, shall first obtain the written consent of one of the following named persons: William C. Weaver, Jr., William C. Weaver, III, or Granbery Jackson, III.

ARTICLE I

The Trustee shall pay to the Trustor the sum of Three Hundred Fifty ($350.00) Dollars per month on the first (1st) day of each month, in advance, for the remainder of the original fifteen (15) year term of the lease dated March 28, 1963, between the Trustor and Texaco, Inc., a Delaware corporation, to which reference is here made, and the terms and conditions of said lease are incorporated herein by reference for the purpose of evidencing the terms and conditions thereof, including the right of renewal and the option to purchase granted therein. After the

expiration of the original fifteen (15) year term mentioned above, the Trustee shall pay to the Trustor the sum of Three Hundred ($300.00) Dollars per month. These monthly payments shall commence on the first (1st) day of April, 1971, and shall continue during the entire lifetime of the Trustor. In the event the annual payments payable to the Trustor hereunder shall be less than an amount determined by multiplying the "initial net fair market value" of all property placed in this trust by five (5%) per cent, then the Trustee shall pay an additional amount to the Trustor which will make the annual payment no smaller than five (5%) per cent of the "initial net fair market value of all property placed in trust".

APR29?? CONV 50,000.00
APR29?? S'TAX A* 130.00
APR29?? PB'FEE A* .50
APR29?? MISC ARTICLE II A* 6.00 * 136.50

This trust shall terminate upon the death of the Trustor, and the Trustee shall pay to McKendree Manor, Inc. - Home for the Retired, of Hermitage, Tennessee, if at that time it is an organization described in Section 170 (c) of the Internal Revenue Code of 1954 as amended, the then remaining principal, together with any undistributed income, less any payment actually owed and not paid, as directed by Article I of this Trust Agreement, to the Trustor. Should there be such a payment due and owing, the same shall be paid to the personal representative of the deceased Trustor. Should McKendree Manor, Inc. not qualify for the irrevocable distribution then such amount shall be transferred to or for the use of a Methodist Institution selected by the Trustee which is described in Section 170 (c) of the Internal Revenue Code.

ARTICLE III

Except as modified or amended hereby, the Trustee shall have the same powers as set forth and defined in Section 35-618 of the Tennessee Code Annotated, which are incorporated herein by reference.

ARTICLE IV

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No funds or property shall be paid or distributed to any person except the Trustor, other than to an organization as described in Section 170 (c) of the Internal Revenue Code of 1954 as amended, and no future contributions may be made to the Charitable Remainder Annuity Trust after the initial contribution made hereunder. The Trustee and the trust are prohibited from engaging in any act of self-dealing (as defined in Section 4941 (d)), from retaining any excess business holdings (as defined in Section 4943 (c)), from making any investments in such manner as to subject the trust to tax under Section 4944, and from making any taxable expenditures (as defined in Section 4945 (d)).

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement as of the day and year first above written.

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IDENTIF. REFERENCE
APR 29 2 10 PM '71
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Mrs. Aline McMahon
MRS. ALINE McMAHON
TRUSTOR

McKENDREE MANOR, INC.
By W. Thornton Fowler
Chairman of the Board
TRUSTEE

[illegible] swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 50.00. Affiant Whitney C. Lord
Subscribed and sworn to before me this 29th day of April 1971
Deputy Register W. C. Williams

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Joe M. Myers, a Notary Public in and for said County and State, the within named Mrs. Aline McMahon, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, this 29 day of March, 1971.

Joe M. Myers
Notary Public

My commission expires:
My Commission Expires FEB. 1, 1972