This Document Prepared By
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CAVALIER APARTMENTS

AMENDED AND RESTATED TRUST AGREEMENT BOOK 5778 PAGE 46

THIS INSTRUMENT, made and entered into effective as of July 1, 1981, by and between Tennessee Trust Company, a Tennessee corporation sometimes hereinafter referred to as "Trustee" and Village Place, Limited, a Tennessee limited partnership sometimes hereinafter referred to as "Beneficiary",

W I T N E S S E T H:

WHEREAS, Beneficiary has acquired by a Transfer of Beneficial Interest in Trust dated July 1, 1981 all of the beneficial interest in the Cavalier Trust created pursuant to the terms and conditions of a Trust Agreement dated _____, 1979, of record in Book ____, page ____, Register's Office for Davidson County, Tennessee, such Trust Agreement creating the Cavalier Trust being incorporated herein by reference and hereinafter referred to as the "Trust Agreement"; and

WHEREAS, by a Designation of Successor Trustee dated July 30th, 1981, by and among Robert E. Baker, Village Place, Limited and Trustee, which agreement is of record in Book 5778, page 43, Register's Office for Davidson County, Tennessee, and is incorporated herein by reference, Robert E. Baker resigned as trustee under the Trust Agreement and Trustee became the successor under the Trust Agreement; and

WHEREAS, it is the desire of Beneficiary to amend and modify the terms and conditions of the foregoing Trust Agreement and certain of the terms and conditions under which Trustee shall hold title to a certain tract of realty and personalty located in Nashville, Davidson County, Tennessee, which property is known generally as the Cavalier Apartments and is more accurately described on Exhibit A attached

hereto, being hereinafter referred to as the "Property", and Trustee is willing to accept the trust thereby imposed as herein amended and modified; and

WHEREAS, Beneficiary and Trustee wish to clarify the Trust Agreement in other respects, supersede the same in its entirety, and replace all of the same with this Instrument,

NOW, THEREFORE, for and in consideration of the foregoing premises, of the mutual promises and covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Property.

Trustee agrees to hold and administer said Property, together with all additions thereto and all investments and reinvestments thereof, IN TRUST, for the use and benefit of Grantor, subject to the terms and conditions and for the purposes, uses, and benefits hereinafter set out.

2. Powers of Trustee.

2.1 Trustee shall have power, authority, and right to sell, mortgage, lease, rent and convey by deed, or otherwise, all or any part of the Property and/or any and all other property held by Trustee hereunder, only with the joinder of Beneficiary.

3. Duties of Trustee.

3.1 Trustee shall hold all property, including the Property, transferred or caused to be transferred to Trustee by Beneficiary IN TRUST, for the use and benefit of Beneficiary, upon the terms and conditions set forth herein.

3.2 Trustee shall not be required to personally develop, operate, or maintain any property held pursuant to this Trust Agreement; Trustee shall hold title to the Property for the benefit of Beneficiary.

3.3 Trustee shall pay over all monies, checks, drafts, or proceeds by reason of the sale, lease, mortgage, or other disposition of the Property, to Beneficiary, except as Beneficiary may otherwise direct, and shall perform such other functions as Beneficiary may, at any time and from time to time, direct which are consistent with Trusteee's duty to hold title to the Property for the use and convenience of Beneficiary.

4. Successor Trustee.

4.1 A successor trustee may be appointed at any time by Beneficiary without the specification of any cause or reason therefor. The appointment of any such successor trustee shall be evidenced by an instrument in writing removing Trustee and appointing a successor trustee; such action removing Trustee and appointing a successor trustee shall be effective upon the recording of such notice in the Register's Office for Davidson County, Tennessee. Any successor trustee shall have all of the powers and authority herein given to Trustee and Trustee agrees to turn over all property and records then held by Trustee to any such successor trustee.

5. Compensation.

5.1 Trustee agrees to serve hereunder without compensation for its services, but Trustee shall be entitled to reimbursement for all expenses incurred in the performance of its duties hereunder.

5.2 Further, all taxes and expenses of maintaining and/or operating any property held by Trustee pursuant to this Trust Agreement and all expenses incurred by Trustee in any transactions entered into pursuant to the instructions and/or directions of

Grantor shall be the sole responsibility of Beneficiary and Trustee shall be reimbursed by Beneficiary for all such costs and expenses paid by Trustee.

6. Liability of Trustee.

6.1 Trustee shall not be liable for errors contained in any deeds, mortgages, or other instruments which he may be requested to sign as Trustee and Trustee shall be required to make warranties, as to the title of properties conveyed by Trustee, only to the extent of its capacity as Trustee.

6.2 Trustee shall not be liable for any funds passing directly to Beneficiary or any beneficiary hereof and Trustee shall not be charged with the collection of notes or other evidence of indebtedness owing to Trustee, unless directed to do so by Beneficiary, Further, Trustee shall not be liable personally on any note or notes, deed, or other instrument executed by it as Trustee under the authority of this Trust Agreement.

6.3 Beneficiary will hold Trustee harmless from any and all such liabilities or claims.

7. Beneficiaries.

7.1 Beneficiary shall be the sole beneficiary of this Trust.

8. Amendment.

8.1 Beneficiary expressly reserves the right to alter, amend, modify or revise this Trust Agreement in any manner or fashion and at any time and from time to time, by Notice to Trustee; provided however, that no alteration, amendment, or modification which affects the duties, responsibilities, or compensation of Trustee shall be effective or binding as to Trustee without Trustee's written consent thereto.

9. Termination of Trust.

9.1 Beneficiary expressly reserves the right to revoke or terminate the Trust hereby created. The Trust created herein shall automatically terminate upon the sale of all of the above described property and the distribution to Beneficiary of all of the proceeds therefrom.

9.2 This Trust may also be terminated at any time by a conveyance of Trustee to the Beneficiary of all the property then held hereunder, but such conveyance shall be made by Trustee only upon direction of Beneficiary.

9.3 Upon the termination of the Trust created herein, Trustee shall execute and deliver such instruments and documents as may reasonably be required to effect such termination.

10. Transfers.

10.1 Beneficiary may convey, at any time and from time to time, all or any part of its beneficial interest herein but Trustee shall not be charged with notice of any such transfer or conveyance nor shall any such transfer or conveyance be effective as to Trustee, unless and until Trustee receives evidence in writing of such a transfer or conveyance executed by Beneficiary acknowledged before a Notary Public.

11. Miscellaneous.

11.1 Beneficiary and Trustee agree to execute and deliver such additional documents, instruments, and papers as may be reasonably required to carry out the Trust created herein.

11.2 Any reference herein to Beneficiary shall be deemed to be a reference to Village Place, Limited.

11.3 This Trust Agreement shall be binding upon, inure to the benefit of, and be enforceable by the heirs, successors, legal representatives and assigns of the parties hereto.

11.4 The captions contained in this Trust Agreement are inserted only as a matter of convenience and shall not be construed so as to define, limit, extend, or describe the scope of this Agreement, any Section hereof, or the intent of the provisions hereof.

11.5 The validity and construction of this Trust Agreement shall be determined in all respects in accordance with the laws of the State of Tennessee.

11.6 This Trust Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement which shall be binding upon all of the parties hereto notwithstanding that all of the parties have not executed the same counterpart.

11.7 Those persons executing this Trust Agreement for Beneficiary represent that they are authorized so to do.

12. Acceptance.

12.1 Trustee hereby accepts the Trust created herein.

EXECUTED at Nashville, Tennessee, as of July 1, 1981.

"BENEFICIARY"

VILLAGE PLACE, LIMITED

BY: Freeman Properties, Inc.
General Partner

BY: Glenda C. McClellan

TITLE: Secretary

"TRUSTEE"

TENNESSEE TRUST COMPANY

BY: Glenda C. McClellan

TITLE: Secretary

STATE OF TENNESSEE)

COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Glenda C. McClellan with whom I am personally acquainted, and who upon oath acknowledged herself to be Secretary of Freeman Properties, Inc., the General Partner of Village Place, Limited, the within named bargainor, a limited partnership, and that she as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by Glenda C. McClellan as Secretary.

Witness my hand and seal, at office in Nashville Tennessee, this the 30th day of July, 1981.

My Commission Expires JULY 18, 1982

Judith E. Hackney
NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)

COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Glenda C. McClellan with whom I am personally acquainted, and who upon oath acknowledged herself to be Secretary _____, of Tennessee Trust Company, the within named bargainor, a corporation, and that she as such Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by Glenda C. McClellan as Secretary.

Witness my hand and seal, at office in Nashville Tennessee, this the 30th day of July, 1981.

My Commission Expires JULY 18, 1982

Judith E. Hackney
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 1, Cavalier Apartments of record in Book 3842, page 138, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a point in the southerly margin of Oak Valley Drive, said point being a common corner of the herein conveyed property and the remaining lands of James A. Mason and wife, as conveyed to them by deed of record in Book 3761, page 399, Register's Office for Davidson County, Tennessee; thence S 2° 31' W, 408.8 feet to an iron pin; thence N 86° 09' W, 91.0 feet to a concrete monument; thence N 80° 39' W, 210.46 feet to an iron pin; thence N 2° 31' E, 383.19 feet to a point in said southerly margin of said Oak Valley Drive; thence easterly with said margin of said Oak Valley Drive along a curve with a radius of 568.74 feet 42.02 feet to a point; thence continuing with said margin of said Oak Valley Drive S 86° 54' E, 257.98 feet to the point of beginning, containing 2.75 acres.

Being the same property conveyed to Robert E. Baker, Trustee, with full power to mortgage, sell, transfer, and convey without the joinder of any beneficiary or any other person, by Special Warranty Deed from Tennessee Properties, Limited, a Tennessee limited partnership, of record in Book 5503, page 758, said Register's Office, and Tennessee Trust Company having been named Successor Trustee by instrument of record in Book 5778, page 43, said Register's Office.

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IDENTIF. REFERENCE

AUG 3 4 07 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

08/03 24.00- CHECK

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