This instrument prepared by:
W. Ovid Collins, Jr.
P. O. Box 2808
Nashville, Tennessee 37219

ADDRESS NEW OWNER:
Rose Gennett Martin,
Trustee, et al

SEND TAX BILLS TO:
Same

MAP PARCEL NUMBERS
93-2-3
Par 45 Is

QUITCLAIM DEED

BOOK 5809 PAGE 271

FOR AND IN CONSIDERATION of the sum of One ($1.00) Dollar cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, Rose Gennett Martin, hereby transfer, quitclaim and convey to Rose Gennett Martin, Alice M. Karlebach and Henry G. Martin, Trustees under a Declaration Of Trust executed by Rose Gennett Martin on May 28, 1981, copy of which is attached hereto, their successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, bounded and described as follows, to-wit: Beginning at a point on the east line of Fifth Avenue North (formerly North Summer Street) forty-two feet, six inches from the south east corner of Union and Fifth Avenue North; thence running southwardly along the east line of said Fifth Avenue 42 feet; thence eastwardly and parallel with said Union Street, 75 feet to an alley; thence northwardly along the west line of said alley 42 feet; thence westwardly 75 feet to the beginning.
>
> The above described property was conveyed to Rose Gennett Martin by deed from Alice L. Gennett, et al, Trustees of the estate of Henry Gennett, deceased, of record in Book 1027, page 600, Register's Office for Davidson County, Tennessee, in accordance with a certain Contract of record in Book 1108, page 354, said Register's Office, Alice L. Gennett having died on January 28, 1952.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said Rose Gennett Martin, Alice M. Karlebach and Henry G. Martin, Trustees, their successors and assigns forever.

WITNESS MY HAND this 16 day of Oct, 1981.

Rose Gennett Martin
Rose Gennett Martin

BOOK 5809 PAGE 272

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

Personally appeared before me, BEVERLY GAGON, a Notary Public in and for said County and State, Rose Gennett Martin, the within named 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 Los Angeles, California, this 16th day of October, 1981.

Beverly Gagon
Notary Public

My commission expires: April 12, 1983.

OFFICIAL SEAL
BEVERLY GAGON
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Exp. Apr. 12, 1983

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

The actual consideration or value whichever is greater for this transfer is $ -0-.

Rose Gennett Martin
Affiant

Sworn to and sbuscribed before me, this the 16th day of October, 1981.

Beverly Gagon
Notary Public

OFFICIAL SEAL
BEVERLY GAGON
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Exp. Apr. 12, 1983

RUSH

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IDENTIFICATION REFERENCE

OCT 20 3 21 PM '81

FELIX A. POTTS REGISTER
DAVIDSON COUNTY, TENN.

* * * * * * * * * * * * * * * *

ROSE GENNETT MARTIN TRUST

* * * * * * * * * * * * * * * *

ROSE GENNETT MARTIN TRUST

ROSE GENNETT MARTIN, a widow, herein designated as Trustor, does hereby declare that she has transferred and delivered to ROSE GENNETT MARTIN, ALICE M. KARLEBACH and HENRY G. MARTIN, as Trustee in Trust, the property hereinafter described.

I

TRUST PROPERTY

All that property described in EXHIBIT "A" attached hereto, and any property transferred to the Trust hereafter, shall be known as the Trust Property. This property and any other property that may hereafter become subject to this Trust shall constitute the Trust Estate and shall be held, administered and distributed by Trustee as hereinafter provided.

II

DISPOSITIVE PROVISIONS

The Trustee shall hold, manage, invest and reinvest the Trust Estate and shall collect the income thereof and dispose of the net income for the benefit of ROSE GENNETT MARTIN, Trustor, for the balance of her life. Should Trustor ever become in need of additional financial assistance, Trustee shall have the right to invade the principal for the purposes of providing further economic support to the Trustor.

III

DISTRIBUTION ON DEATH OF TRUSTOR

Upon the death of the Trustor, the entire Trust Estate shall be divided into two equal shares, which shares shall be

distributed to HENRY G. MARTIN and ALICE M. KARLEBACH, share and share alike. In the event either of the named beneficiaries fail to survive the death of the Trustor, his or her share shall be distributed to the children of the deceased beneficiaries, share and share alike. Said distribution shall be made upon application of the beneficiaries.

BOOK 5809 PAGE 275

IV

POWER OF THE TRUSTEE

The Trustee shall have the following powers, duties and discretions with respect to the Trust Estate, in addition to those otherwise granted herein or by law and except as elsewhere herein specifically restricted:

1. Power to Retain Property

   To continue to hold any property that the Trustee receives or acquires hereunder as long as the Trustee deems advisable, provided, however, that unproductive or underproductive property shall not be held as an asset of the Trust Estate for more than a reasonable time during the lifetime of the surviving Trustor, without his or her consent.

2. Power of Sale, Exchange, Repair

   To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair trust property.

3. Power to Lease

   To lease trust property for terms within or beyond the term of the Trust and for any purpose, including

exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.

4. Power to Borrow

To borrow money, and to encumber or hypothecate trust property by mortgage, deed of trust, pledge or otherwise.

5. Power to Insure

To carry, at the expense of the Trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the Trust Estate and the Trustee against any hazard.

6. Power to Litigate

To commence or defend such litigation with respect to the Trust or any property of the Trust Estate as the Trustee may deem advisable, at the expense of the Trust.

7. Power to Compromise Claims

To compromise or otherwise adjust any claims or litigation against or in favor of the Trust.

8. Power to Invest

To invest and reinvest the Trust Estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stock, preferred or common, shares of investment trusts,

investment companies, and mutual funds, and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account, and any common trust fund administered by the Trustee. To buy, sell, and trade in securities of any nature (including "short sales"), on margin, and for such purpose may maintain and operate margin accounts with brokers, and may pledge all securities held or purchased by them, with such brokers as security for loans and advances made to the Trustee.

To hold securities or other property in the Trustee's name, as Trustee under this Trust, or in the Trustee's own name, or in the name of the nominee, or unregistered in such condition that ownership will pass.

9. Power to Manage Securities

With respect to securities held in the Trust, to have all the rights, powers and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.

10. Determination of Principal and Income

The Trustee shall: (1) Allocate to principal all dividends or other payments or distributions made by any corporation or mutual fund that are designated by the corporation or mutual fund as a distribution of capital gains; (2) Where a premium has been paid in connection with the purchase of a bond, repay such premium to principal out of the interest on the bond, and, to the extent necessary, out of the proceeds on the sale or other disposition of the bond; and (3) Allocate to principal a portion of all proceeds from property subject to depreciation, depletion, or containing natural resources, necessary, in the Trustee's discretion, to properly preserve the value of the principal of the Trust Estate.

Except as above and as may otherwise be specifically provided elsewhere in this Trust, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Principal and Income Law from time to time existing. Any such matter not provided for either in this Trust or in the Principal and Income Law shall be determined by the Trustee in the Trustee's discretion.

11. Distribution of Trust Property

In any case in which the Trustee is required, pursuant

to the provisions of the Trust, to divide any trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's discretion, to make the division and distribution in kind, including undivided interests in any property, or partly in kind and partly in money, and for this purpose make such sales of the trust property as the Trustee may deem necessary on such terms and conditions as the Trustee shall see fit.

12. Distribution to Minors or Other Beneficiary Under Disability

The Trustee, in the Trustee's discretion, may make payments to a minor or other beneficiary under disability by making payments to the guardian or conservator of his person, or the Trustee may apply payments directly for the beneficiary's benefit. The Trustee, in the Trustee's discretion, may make payments directly to a minor if, in the Trustee's judgment, he is of sufficient age and maturity to spend the money properly. The receipt of any such payee shall be full acquittance to the Trustee.

13. Physical Division

There need be no physical segregation or division of the various trusts except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the

different undivided interest.

14. Power to Employ Consultants

The Trustee is authorized to employ and pay any custodian, investment advisor, or any other agents to assist the Trustee in the administration of this Trust, as the Trustee, in the Trustee's discretion, deems reasonably necessary.

15. Loans to Trustor's Estate

After Trustor's death, the Trustee may in the Trustee's discretion, make loans, with or without security to the executor or administrator of Trustor's estate, or purchase from such executor or administrator, at such value or values as may be determined by the Trustee, any property constituting part or all of Trustor's estate, and retain all or any part of such property, subject to the limitations hereunder.

16. Notices

Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Trust, the Trustee shall not be liable to any beneficiary of this Trust for distribution made as though such event had not occurred.

17. Power to Incur and Pay Expenses

The Trustee shall have the power to incur and pay the debts of Trustor owing at her death and administration expenses incurred by Trustor's estate and to incur and

pay the ordinary and necessary expenses of administration of this Trust, including (but not by way of limitation) reasonable attorney's fees, accountant's fees, investment counsel fees, and the like. Notwithstanding anything to the contrary in this paragraph, or elsewhere in this instrument, no portion of any proceeds from a qualified employee retirement plan (as defined under the provisions of the Internal Revenue Code) shall be used to pay Trustor's expenses, debts or death taxes owing by reason of Trustor's death or otherwise used for the benefit of Trustor's estate.

18. Taxes

All inheritance, estate, or other death taxes imposed as a result of the death of Trustor shall be charged against the Trust Estate without adjustment among the residuary beneficiaries, and shall not be charged against or collected from any beneficiary hereunder or any beneficiary of any property outside the terms of this instrument.

19. Delayed Termination

Notwithstanding that by the terms hereof this Trust may terminate by reason of the death of the Trustor or for any other reason, the Trust shall remain open and in effect for a reasonable period of time in order to receive assets made payable to the Trustee upon or by reason of the death of the Trustor and to complete

the orderly administration of the Trust, including the payment of all taxes due upon or by reason of the death of the Trustor.

20. Equitable Treatment by Trustee

All of the foregoing powers shall be subject to the Trustee's duties to treat equitably both the income and remainder beneficiaries under this Trust. In this connection, the following shall be observed by the Trustee:

A. A reasonable reserve for depreciation of all depreciable real property, capital improvements and extraordinary repairs thereto (such as a new roof or new plumbing system) shall be charged to income from time to time.

B. A reasonable reserve for depletion of all depletable natural resources, including, but not limited to, oil, gas, mineral and timber property shall be charged to income from time to time.

C. A reasonable reserve for amortization of all intangible property having a limited economic life, including, but not limited to, patents and copyrights shall be charged to income from time to time.

D. All distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal.

E. All premiums paid and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit to income as the case may be.

BOOK 5809 PAGE 283

V

ADDITIONAL PROPERTY

The Trustors and any other person shall have the right at any time to make additions to the corpus of this Trust, by inter vivos or testamentary transfer or by insurance contract of trust designation. All such additions shall be held, administered, and distributed by the Trustee in accordance with the terms and conditions of this instrument.

VI

SPENDTHRIFT

The interest of any beneficiary in the principal or income of this Trust shall not be subject to the claims of his or her creditors, or others, or liable to attachment, execution or other process of law, and no beneficiary shall have any right to encumber, hypothecate or alienate his or her interest in this Trust in any manner, except as provided elsewhere herein.

VII

CHOICE OF LAW

The validity of this Trust and the construction of its provisions shall be governed by the Laws of the State of California in force from time to time.

VIII

SUCCESSOR TRUSTEE

1. Upon the death, resignation, inability or refusal to act by any party named as the original Trustee above, or upon the appointment of a conservator of the person of any party named as the original Trustee, the Successor Trustees or Trustee shall carry on the administration of the Trust, and the resigned or incapacitated Trustee shall be replaced only in the discretion of the surviving Trustees.

2. All authority and powers, including discretionary powers, conferred on the original Trustee shall pass to any successor. Any Successor Trustee shall have no responsibility for the acts or omissions of any prior Trustee, and no duty to audit or investigate the accounts or administration of any such Trustee, nor, unless in writing requested so to do by a person having a present or future beneficiary interest hereunder, shall it have any duty to take action to obtain redress for breach of trust.

3. None of the Trustees shall be required to post any bond or other security for the faithful performance of any duties or obligations in such office.

4. Any Trustee, or Successor Trustee, shall have the right to resign as Trustee at any time. If there be no Successor Trustee named above willing or able to act and a Successor Trustee is not otherwise appointed, a successor may be appointed by a court of competent jurisdiction upon petition of the resigning Trustee or of any person interested in this Trust.

5. The term "Trustee" as used hereunder shall include any Trustee or Successor Trustee acting as Trustee hereunder.

IX

ACCOUNTING

BOOK 5809 PAGE 285

Any Trustee may render an accounting from time to time regarding the transactions of the Trust created in this instrument by delivering a written accounting to each beneficiary entitled to current income distribution of the Trust or to current distributions out of income or principal of the Trust in the Trustee's discretion. In the event a current beneficiary is a minor, the accounting shall be delivered to the parent or parents having custody of the minor or the guardian of the person of the minor. Unless one or more of the beneficiaries (or the parent or parents having custody of a minor beneficiary) shall deliver a written objection to the Trustee within ninety (90) days of the receipt of the Trustee's account, the account shall be deemed settled, and shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries of the Trust, including unborn and unascertained beneficiaries. After settlement of the account by reason of the expiration of the ninety (90) day period referred to above, or by agreement of the parties, the Trustee shall no longer be liable to any beneficiary of the Trust, including unborn and unascertained beneficiaries, in respect to transactions disclosed in the account, except for the Trustee's intentional wrongdoing or fraud.

X

POWER TO REVOKE AND AMEND

During the lifetime of the Trustor, ROSE GENNETT MARTIN,

the Trust Estate shall be subject to the full and unrestricted power of the Trustor to revoke this instrument and the Trust hereunder, or withdraw therefrom any portion or all of the Trust Estate. During the lifetime of the Trustor, she shall have the full and unrestricted power to alter or amend this instrument.

XI

MISCELLANEOUS PROVISIONS
PERTAINING TO TRUST MANAGEMENT

1. Any action taken individually by any of the Trustees named herein, while any of them is acting as a Trustee hereunder, which is empowered hereunder in connection with the administration of the Trust Estate, shall control the management of and be binding upon all of the Trusts and may be relied upon by third parties dealing with the Trustee.

2. Except as otherwise expressly provided hereunder, any action taken by a majority of the parties acting as Trustee hereunder, which is empowered hereunder in connection with the administration of the Trust Estate, shall control the management of and be binding upon all of the Trusts created hereunder and may be relied on by third parties dealing with the Trustee.

3. The parties acting as Trustee hereunder shall have the right to delegate, from time to time, among themselves, ministerial duties concerning the management of the Trust Estate, such

as collection of income, payment of expenses and distribution of income.

The undersigned, the Trustor and the Trustees hereunder, have executed this instrument on May 29, 1981.

Rose Gennett Martin
ROSE GENNETT MARTIN, Trustor

Rose Gennett Martin
ROSE GENNETT MARTIN, Trustee

Alice M. Karlebach
ALICE M. KARLEBACH, Trustee

HENRY G. MARTIN, Trustee

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On May 29, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared ROSE GENNETT MARTIN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
BEATRICE M. CASPARIAN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires FEB 20, 1983

Beatrice M. Casparian
Notary Public in and for said State.

EXHIBIT "A"

Real property located at 240-242 Fifth Avenue North, Nashville, Tennessee, more particularly described as:

Situated in the City of Nashville, beginning at a point on the east line of Fifth Avenue, North (formerly North Summer Street) forty-two feet six inches (42' 6") from the southeast corner of Union and Fifth Avenue, North; thence running southwardly along the east margin of said Fifth Avenue forty-two (42') feet; thence eastwardly and parallel with said Union Street, seventy-five (75') feet to an alley; thence northwardly along the west line of said alley forty-two (42') feet; thence westwardly seventy-five (75') feet to the beginning. For further and fuller particulars, see Book No. 388, Page 736, Register's Office of Davidson County, State of Tennessee, and deed of the Jesse French Piano & Organ Company to said Henry Gennett, there recorded, dated November 7th, 1910.

EXHIBIT "A"