Davidson County AGRMTTRUST
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THIS INSTRUMENT PREPARED BY:

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BESSIE MOORE FRIEDLOB IRREVOCABLE TRUST

THIS TRUST AGREEMENT made this 31st day of May, 2005, by and between BESSIE MOORE FRIEDLOB of Davidson County, Tennessee, as Settlor (hereinafter called the "Settlor"), and George Thomas Friedlob, Barbara Sue Friedlob Speight, and James Wesley Friedlob, as Trustee (hereinafter called the "Trustee").

ARTICLE I
TRUST PRINCIPAL; ADDITIONS TO TRUST

Settlor is transferring the property described in Schedule A to Trustee, in Trust, as the initial trust principal. Trustee may accept any other property, real or personal, hereafter transferred to it by Settlor or any other person to constitute a part of the trust fund hereby created and to be administered in accordance with the provisions hereof.

ARTICLE II
NAME OF TRUST

This Trust shall be known as the "Bessie Moore Friedlob Irrevocable Trust."

ARTICLE III
DISTRIBUTIONS DURING SETTLOR'S LIFETIME

The Trustee shall distribute income or principal to Settlor in such amounts as Trustee may determine appropriate from time to time in the discretion of the Trustee.

ARTICLE IV
SETTLOR'S RIGHT TO AMEND, ALTER, REVOKE OR TERMINATE

The Settlor does not reserve the right to amend, alter, revoke or terminate this Trust, in whole or in part. This Trust is an irrevocable trust.

ARTICLE V
DISPOSITION ON DEATH OF SETTLOR AND TERMINATION

Upon Settlor's death, the Trustee shall distribute all of the trust property to the Settlor's estate and this trust shall terminate. In the event the Trust assets are completely exhausted at any time before Settlor's death, this Trust shall terminate.

ARTICLE VI
ADMINISTRATIVE POWERS

The Trustee shall be authorized to exercise, in its discretion, all of the fiduciary powers applicable to trustees contained in T.C.A 35-50-110, and such Code section is hereby incorporated by reference in its entirety as completely as if copied herein verbatim. In the event the Legislature of the State of Tennessee amends or repeals any provisions of such section of the Tennessee Code Annotated, the fiduciary powers contained therein on the day this instrument is executed shall remain, without diminution or restriction, the authorized powers of the Trustee. The Trustees of this Trust must act jointly and not severally. In the event any of the Trustees shall resign, be removed, or cease to act for any reason, the remaining Trustees shall continue to act and no successor trustee shall be appointed. In the event all of the Trustees named herein shall cease to act for any reason, then Gail Vaughn Ashworth shall act as Successor Trustee.

ARTICLE VII
CONSTRUCTION OF TRUST

This trust shall be construed under the laws and decisions of the State of Tennessee.

ARTICLE VIII
ACCEPTANCE OF TRUST

Trustee hereby accepts this trust and acknowledges the receipt of the property set forth in Schedule A attached hereto.

ARTICLE IX
SPENDTHRIFT PROVISION

No part of the income or principal of any trust created herein shall be transferred or assigned by any beneficiary, or be subjected to any judicial process against any beneficiary before the same has been paid. No part of the interest of any beneficiary shall in any event be subject to sale, hypothecation, assignment or transfer. Neither the principal or income of the trust shall be liable for the debt of any beneficiary nor shall any part of the principal or income be seized, attached, or in any manner taken by judicial proceedings against any beneficiary on account of the debts, assignments, sale, divorce, or encumbrance of any beneficiary. In accordance with these provisions, the Trustee shall pay to the beneficiary the sum payable to the beneficiary according to the terms of the trust, notwithstanding any purported sale, assignment, hypothecation, transfer, attachment, or judicial process, exactly as if the same did not exist. Nothing contained in this section shall be construed as restricting the exercise of any power of appointment granted herein.

IN WITNESS WHEREOF, the Settlor and the Trustees have executed this Trust Agreement in Nashville, Tennessee and Anderson, South Carolina on the day and year above first written.

Bessie Moore Friedlob
BESSIE MOORE FRIEDLOB, SETTLOR

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned Notary Public, the within named bargainor, Bessie Moore Friedlob, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 31st day of May, 2005.

NOTARY PUBLIC

My Commission Expires: 10/21/2006

GEORGE THOMAS FRIEDLOB, TRUSTEE

STATE OF ~~SOUTH CAROLINA~~ Tennessee]
COUNTY OF Williamson]

Personally appeared before me, the undersigned Notary Public, the within named bargainor, George Thomas Friedlob, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 15 day of July, 2005.

Christie G Montgomery
NOTARY PUBLIC

My Commission Expires: 8-14-2005

NOTARY PUBLIC AT LARGE WILLIAMSON CO. TN

Barbara Sue Friedlob Speight
BARBARA SUE FRIEDLOB SPEIGHT, TRUSTEE

STATE OF TENNESSEE]
COUNTY OF ~~DAVIDSON~~ Williamson]

Personally appeared before me, the undersigned Notary Public, the within named bargainor, Barbara Sue Friedlob Speight, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 15 day of July, 2005.

Christie G Montgomery
NOTARY PUBLIC

My Commission Expires: 8-14-2005

NOTARY PUBLIC AT LARGE WILLIAMSON CO. TN

JAMES WESLEY FRIEDLOB, TRUSTEE

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, the undersigned Notary Public, the within named bargainor, James Wesley Friedlob, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 31st day of MAY 2005.

NOTARY PUBLIC

My Commission Expires: 10/21/2006

SCHEDULE A TO BESSIE MOORE FRIEDLOB IRREVOCABLE TRUST

LAND in Davidson County, Tennessee, being Lot No. 108 on the Plat of Rolling Meadows of record in Plat Book 1424, pages 98 and 99, Register's Office for Davidson County, Tennessee.

Said Lot 108 fronts 100.0 feet on the westerly margin of General Bates Drive, and runs back between lines 199.3 feet on the southerly side and 199.4 feet on the northerly side, to a line in the rear on which it measures 100.0 feet.

Being the same property conveyed to Bessie Moore Friedlob by warranty deed from Richard D. Speight, dated the 3rd day of May, 2005 and of record as Instrument Number 200505050050732, Register's Office for Davidson County, Tennessee.

This is improved property known as 4005 General Bate Drive, Nashville, TN 37204.