Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
E. Berry Holt, Trustee 1201 Beddington Park Nashville, TN 37215	Map ~~117~~, Parcel ~~3004300~~ 117-13 043.00	Same
This instrument prepared by: Bradley Arant Boult Cummings LLP 1600 Division Street, Suite 700, Nashville, TN 37203		

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Margaret F. Holt, (the "Grantor"), by these presents hereby sells, assigns, and quitclaims to E. Berry Holt, Trustee, pursuant to terms of the Margaret F. Holt Revocable Trust dated August 10, 2015 (attached hereto), (the "Grantee"), Grantee's successors and assigns, all of Grantor's right, title, and interest in and to certain land in Davidson County, Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

This is improved property located at 4019 Vailwood Drive, Nashville, Tennessee 37215.

The Property is conveyed expressly subject to all limitations, restrictions, and encumbrances as may affect the Property.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 11th day August, 2015.

MARGARET F. HOLT

By: Margaret F Holt by E Berry

E. Berry Holt, pursuant to Durable General Power of Attorney, dated February 21, 2014 (attached hereto)

BILL GARRETT, Davidson County
Trans:T20150069087 DEEDQC
Recvd: 08/17/15 14:43 22 pgs
Fees:112.00 Taxes:0.00
20150817-0082559

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration of this transfer is $ -0-.

Affiant

Subscribed and sworn to before me this 13th day of August, 2015

Notary Public
My Commission Expires: March 8, 2016

SONJA RENE WARD
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAR. 8, 2016

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Sonja Rene' Ward, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared E. Berry Holt, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he holds the Durable General Power of Attorney for Margaret F. Holt, dated February 21, 2014 (attached), the within named bargainor, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Margaret F. Holt.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 11th day of August, 2015.

Sonja Rene' Ward
Notary Public

My Commission Expires:
March 8, 2016

SONJA RENE' WARD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 8, 2016

EXHIBIT A

Being Lot No. 29 on the Map of Wallace Subdivision, Part Three, of record in Book 1130, page 82, Register's Office for said County.

Said Lot No. 29 fronts 101 feet on the westerly side of Vailwood Drive and runs back between lines, 205.9 feet to a dead line in the rear and measures 97 feet thereon.

Being the same property conveyed to Margaret F. Holt, by deed dated August 11th 1977, from Ernest B. Holt, Jr. and wife, Margaret F. Holt, and Charles B Reasor, Trustee of record in Book 5183, page 124, Register's Office for Davidson County, Tennessee.

Prepared by:
Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
P. O. Box 340025
Nashville, Tennessee 37203

DURABLE GENERAL POWER OF ATTORNEY

I, Margaret F. Holt of Davidson County, Tennessee, hereby appoint E. Berry Holt, III, of Davidson County, Tennessee, to be my true and lawful attorney-in-fact for me and in my name, place and stead, and for my use and benefit, to act on my behalf as follows:

To exercise, do or perform any act, right, power, duty or obligation whatsoever that I now have or may acquire the legal right, power or capacity to exercise, do or perform in connection with, arising out of, or relating to, any person, item, thing, transaction, business, property, real or personal, tangible or intangible, or matter whatsoever.

To ask, demand, sue for, recover, collect, receive, hold and possess all such sums of money, debts, dues, bonds, notes, checks, drafts, accounts, deposits, legacies, bequests, devises, interests, dividends, stock certificates, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, documents of title, choses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as are now or shall hereafter become due, owing, payable, owned or belonging to me or in which I have or may acquire an interest; and to have, use and take all lawful ways and means and legal and equitable remedies, procedures and writs in my name for the collection and recovery thereof; and to compromise, settle, and agree for the same; and to make, execute and deliver for me and in my name all endorsements, acquittances, releases, receipts or other sufficient discharges for the same.

To lease, purchase, exchange and acquire, and to bargain, contract and agree for the lease, purchase, exchange and acquisition of, and to take, receive and possess any real or personal property whatsoever, intangible or tangible or interest therein, on such terms and conditions, and under such covenants, as my said attorney-in-fact shall deem proper.

To buy, sell, lease, release, convey, subject to liens, mortgage, hypothecate, improve, repair, maintain, manage, insure, rent, and in any way or manner deal with all or any part of any real or personal property, intangible and tangible, whatsoever, or any interest therein, which I now own or may hereafter acquire, for me and in my name, and under such terms and conditions, and under such covenants as my said attorney-in-fact shall deem proper.

To join with my spouse in the filing of any joint federal or state income tax returns for any period or periods, including any period for which I may have not filed such return or returns, as my attorney-in-fact shall deem proper; to exercise such elections or options as may be available, as my attorney-in-fact may deem proper, in the preparation and submission of any income tax returns for me; to consent that any gifts made by my spouse shall be considered as made one-half (½) by me for federal or other gift tax purposes; to impose such terms or conditions for the exercise of such consents, elections or options as my attorney-in-fact may

deem proper, and to determine, in the sole discretion of my attorney-in-fact, whether any person or persons shall be charged or otherwise compelled to account to any other person for any difference in income or gift taxes resulting from the exercise of such authorities and powers.

To engage in and transact any and all lawful business of whatever nature or kind for me and in my name.

To sign, endorse, execute, acknowledge, deliver, receive and possess such applications, contracts, agreements, options, covenants, deeds, conveyances, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, judgments, liens, security agreements, and other debts and obligations, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

To execute in my name and on my behalf any and all reports, returns, extensions, claims, waivers, settlements, pleadings, orders and any and all other agreements, contracts, documents or papers which may be necessary, desirable or advisable, in the exercise of the discretion of my attorney-in-fact, to be filed with the Treasury Department, the Internal Revenue Service, the Tax Court of the United States, the United States District Court, the United States Court of Claims, the Department of Justice, the United States Court of Appeals, and any other related department, board, agency or court, or the successors to any of these, having supervision, administration or jurisdiction over any matters relating to taxation under the income tax laws or any other laws or regulations of the United States of America, or of its departments as aforesaid; and in furtherance thereof, my attorney-in-fact shall hereby be given the right to select and appoint an attorney or attorneys, and an accountant or accountants, to appear and represent me in any such matter, proceeding or court upon the forms prescribed by said department, division or court.

To execute and file pleadings in my name in courts of the State of Tennessee, or of any other state, in any litigation in which I appear or should appear as either a party plaintiff or a party defendant, and to pass upon the form and content of such pleadings, including the right to pursue any such litigation to judgment and through appeal procedures if deemed advisable by my attorney-in-fact, or to terminate any such litigation upon any terms which my attorney-in-fact may consider desirable, and in this type of state court litigation, to engage the services of attorneys in my name and on my behalf, and to agree upon their compensation, to be paid out of my assets.

To exercise in person or by proxy (with or without a power of substitution) all voting rights incident to: (1) all corporate stock, partnership units or other securities or business interests (collectively, the "Securities") which I may own, or (2) Securities held in trust for my benefit, or for the benefit of members of my family, with respect to which the voting rights may have been granted to me; and to exercise all other rights and privileges incident to the ownership of the Securities including, but not limited to, the right to consent to (or oppose) reorganizations,

consolidations, mergers, recapitalizations, or other proposed actions by the issuer of the Securities, to exercise (or decline to exercise) options to purchase additional shares or units of the Securities or of related securities, and to pay all assessments or other expenses necessary (in the judgment of my attorney-in-fact) for the protection of the Securities or the value thereof. All such Securities may be held in my name or in the name of a nominee, as my attorney-in-fact shall deem appropriate.

To have free and private access to any safe deposit box in any banking or trust company in my name or rented by me, or on which I have a signature authority, with full right to deposit and withdraw therefrom.

To contract for my entry into and maintenance in, or release from, any hospital, convalescent center, nursing home, or other type of health care center, including the authority to approve and give consent or, in the alternative, to withhold or withdraw such approval or consent, to any type of surgical or medical treatment or procedure for my benefit.

I grant to my said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my said attorney-in-fact, or my attorney-in-fact's duly authorized substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

Pursuant to Tennessee Code Annotated, Section 34-6-102, this power of attorney shall not be affected by subsequent disability or incapacity of the principal; and in the event of any mental or physical disability or incapacity suffered by me, this power of attorney is not to be revoked by operation of law, but is to remain in full force and effect.

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, acts, rights or powers herein does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney-in-fact.

I hereby nominate E. Berry Holt, III as my conservator, and as guardian of my person and my estate if protective proceedings for my person or estate are hereafter commenced; and no bond shall be required of him/her for the faithful performance of his/her duties.

In the event the attorney-in-fact originally designated herein should for any reason be unable or unwilling at any time to act as my attorney-in-fact under this instrument, I appoint Lynn H Ragland to serve in such capacity.

I may revoke this power of attorney at any time by filing a notice of revocation in the Register's Office for Davidson County, Tennessee, which expressly describes this power of attorney by its date and names my attorney-in-fact. Such revocation shall take effect as of the

time of recording such notice, but such revocation shall not affect the validity or binding nature of any action taken pursuant to this power of attorney prior to the recording of such notice.

Dated this 21st day of February, 2014.

Margaret F. Holt

MARGARET F. HOLT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 21st day of February, 2014, before me personally appeared Margaret F. Holt, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

HOLLY D. BAILEY
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

Holly D. Bailey

Notary Public

My Commission Expires: 3-22-2014

MARGARET F. HOLT REVOCABLE TRUST

THIS TRUST AGREEMENT is made and entered into by Margaret F. Holt, a resident of Davidson County, Tennessee, as Grantor and E. Berry Holt as Trustee.

ARTICLE I: NAME; EFFECTIVE DATE

This Trust Agreement shall be known as the "Margaret F. Holt Revocable Trust" (hereinafter referred to as the "Trust" or "this Trust"). The effective date of this Trust Agreement is August 10, 2015.

ARTICLE II: TRANSFER OF PROPERTY TO TRUST

The Grantor hereby assigns, transfers, and delivers to the Trustee the sum of One Dollar ($1.00) and the Trustee hereby acknowledges receipt of such property and agrees to hold the same in trust and to manage and invest the assets coming into the Trustee's hands according to the provisions hereof.

ARTICLE III: ADDITIONAL CONTRIBUTIONS

The Trustee is authorized in the Trustee's discretion to accept the contribution of additional assets to the Trust, and any such additional assets shall be held by the Trustee as a part of the trust estate herein created and shall be administered and distributed according to the provisions hereof.

ARTICLE IV: BENEFICIARIES OF TRUST

The Trust hereby created is for the benefit of the Grantor during the Grantor's lifetime, with the remaining trust principal to be distributed as provided hereunder following the Grantor's death. The Grantor is widowed. The Grantor has two living (2) children, Lynn H. Ragland

and E. Berry Holt. Whenever the term "Grantor's children", "child of the Grantor", or phrases having similar meaning are used, these terms refer to all of the Grantor's children, Lynn H. Ragland and E. Berry Holt.

ARTICLE V: RESERVATION OF RIGHT TO ALTER, AMEND, REVOKE, OR TERMINATE.

The Grantor reserves the right at any time and from time to time to alter, amend, revoke, or terminate this Trust, in whole or in part, or any provisions hereof, by an instrument in writing signed by the Grantor and delivered to the Trustee during the lifetime of the Grantor. Upon the death of the Grantor, or upon the Grantor's earlier incapacity, as defined below, the Trust shall become irrevocable. However, in the event of the Grantor's incapacity, this Trust shall again become fully revocable should the Grantor regain capacity. If this Trust is revoked in its entirety, the revocation shall take effect upon the delivery of said instrument of revocation to the Trustee. Upon the revocation of this Trust in its entirety, the Trustee shall pay or transfer all of the Trust assets to the Grantor or as the Grantor may direct in said instrument of revocation. The Grantor's reserved powers under this Trust are personal to the Grantor and may not be exercised on the Grantor's behalf by the Grantor's legal representative or attorney-in-fact. No alteration or amendment under this Article shall increase the duties or obligations of the Trustee without its written consent.

For purposes of this Trust, the Grantor shall be deemed to be in a state of incapacity upon receipt by the Trustee, or the successor Trustee if the Grantor is then serving as Trustee, of sworn written medical reports from two (2) physicians, stating that each of them has made a personal physical and mental examination of the Grantor within the immediately preceding thirty (30) days, and that each is of the opinion that the Grantor, because of accident, illness, age, mental, or physical condition, or other infirmity, is unable to manage the Grantor's own affairs. The Grantor shall be deemed to have regained capacity upon receipt by the Trustee of sworn written medical reports from two (2) physicians stating that each of them has made a personal physical and mental examination of

the Grantor within the immediately preceding thirty (30) days, and that each is of the opinion that the Grantor is again able to manage the Grantor's own affairs.

When in the process of determining the Grantor's or Trustee's incapacity, all individually identifiable health information and medical records may be released to the person who is designated as Successor Trustee herein, including any written opinion or report relating to Grantor's incapacity that the person so nominated may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164, and applies even if that person has not yet been appointed as Successor Trustee.

ARTICLE VI: ADMINISTRATION OF TRUST DURING GRANTOR'S LIFETIME

During the lifetime of the Grantor, the Trustee shall pay such portions of the net income and principal of the trust to the Grantor or to others as the Grantor may direct. It is the Grantor's desire that the Grantor be comfortably maintained during the Grantor's lifetime in the manner to which the Grantor is accustomed and according to the best available standard, and the Trustee is directed to be liberal in using the income and corpus of the Trust for such purpose, including paying the costs of private nursing care, doctors' fees, expenses of invalidism, and other expenses. During the Grantor's lifetime, the Trustee is directed to consider solely the Grantor's needs, without considering the interest of any person who may become a beneficiary after the Grantor's death.

ARTICLE VII: ADMINISTRATION OF TRUST AT GRANTOR'S DEATH

Upon the death of the Grantor:

1. Payment of Debts and Expenses. Following the Grantor's death, to the extent that the personal representative of the Grantor's estate requests funds for the payment of (a) the

Grantor's legally enforceable debts, including any debts which are encumbrances on real property owned by the Grantor at the time of the Grantor's death; (b) the expenses of the Grantor's last illness and funeral; (c) the administration expenses of the Grantor's estate payable by reason of the Grantor's death; and (d) the transfer, estate, inheritance, succession and other death taxes, and any interest or penalties thereon, which shall become payable by reason of the Grantor's death, the Trustee shall promptly distribute such funds to the Grantor's personal representative. Any payments made to the personal representative of the Grantor's estate for the payment of any such debts, expenses or taxes pursuant to this Article shall be paid from the residuary trust estate, without apportionment. However, any proceeds received by the Trustee directly attributable to any qualified retirement plan or to any individual retirement account of the Grantor shall not be used to pay any such debts, expenses or taxes except to the extent such proceeds may be used to pay any death taxes attributable to the inclusion of such proceeds in the Grantor's estate for tax purposes. Any generation-skipping transfer tax resulting from a transfer occurring pursuant to this trust shall be charged to the property constituting the transfer in the manner provided by applicable law. The Grantor directs that the proceeds of any life insurance policy payable to the trust estate or to the Trustee may be used for the payment of debts, expenses or taxes.

2. Distribution of Remaining Trust Principal Following Grantor's Death. Following the Grantor's death, the Trustee shall distribute outright and free of trust all the rest and residue of the trust estate, real, personal and mixed, of whatever kind and character and wherever situated, including all assets passing to the Trustee as a result of the Grantor's death to the Grantor's children in equal shares, with the issue of a deceased child of the Grantor representing such deceased child, *per stirpes*. In the event that a child of the Grantor predeceases the Grantor without issue then living, the share of such deceased child shall be distributed pro rata to the Grantor's other children, with the issue of any other deceased child of the Grantor representing such deceased child, *per stirpes*.

ARTICLE VIII: TRUSTEE POWERS AND LIMITATIONS.

1. Trustee Succession. Subject to the provisions of paragraph 9, if E. Berry Holt should die, resign, become incapacitated or otherwise cease to act as Trustee, then Lynn H. Ragland shall serve as the successor Trustee.

2. Incorporation of Statutory Fiduciary Powers. The Grantor hereby confers upon the Trustee all powers and discretion specifically enumerated in Tennessee Code Annotated, Section 35-50-110, as of the effective date of this Trust, including the introductory paragraph thereof and all subparagraphs thereof to the extent applicable, hereby incorporated herein by reference, as well as all powers generally conferred upon fiduciaries by other provisions of trust law and this Trust. These powers are granted, notwithstanding that such statute may be subsequently amended or repealed.

3. Investment Powers. Without limiting the discretionary authority granted to the Trustee by statute, and subject to all of the provisions of this Trust, the Trustee shall also have the authority to invest, in its discretion, in certificates of deposit, mutual funds, pooled asset funds, money market and liquid asset funds, and other similar investments. In addition, the Trustee shall be authorized to retain assets distributed to the Trustee, even though such assets may constitute an over-concentration in one or more similar investments. Further, the Trustee shall have the authority to make investments in unproductive property, if such investments will inure to the benefit of one or more beneficiaries of the Trust.

4. Employment and Compensation of Agents. The Trustee shall be specifically authorized, in its sole discretion, to employ and to pay the reasonable compensation of such agents, accountants, custodians, experts and counsel, legal, investment, or otherwise, as it shall deem advisable, and to delegate discretionary powers to, and rely upon information furnished by, such individuals or entities. Reasonable compensation paid for such services, as well as other

administrative expenses and reasonable compensation which may be paid to the Trustee for its services, shall be paid out of Trust assets in such manner as the Trustee shall deem advisable.

5. Payments to Incapacitated Beneficiaries and Third Parties. If, pursuant to this Trust, any property shall be payable outright to a person who is a minor, or is under any other legal, mental, or physical disability (hereinafter referred to as an "incapacitated beneficiary"), the Trustee shall have the power, exercisable in its absolute discretion and without court approval, either to defer payment of such property or to pay such property, in whole or in part, to an incapacitated beneficiary, to a parent, guardian, or conservator of an incapacitated beneficiary, to a custodian for an incapacitated beneficiary under a Transfers or Gifts to Minors Act, or to any adult with whom an incapacitated beneficiary may reside. The recipient of such property shall not be required to furnish bond or file any accountings with respect to such property, unless the Trustee should direct otherwise; and the receipt of such property by the recipient shall discharge the Trustee from any further responsibility or liability with respect to such property. If the Trustee shall elect to defer payment of any such property, the Trustee is authorized to hold such property as a trustee for the benefit of an incapacitated beneficiary, with all the powers given to the Trustee under this Trust and by law, and to pay or apply so much, all, or none of the income and principal of such property for the benefit of an incapacitated beneficiary as the Trustee shall deem advisable for his or her support in reasonable comfort, and his or her health, maintenance and education, whether public, private, or special. When an incapacitated beneficiary attains capacity, whether legal, mental or physical, the balance of such property then remaining shall be distributed to him or her. If an incapacitated beneficiary should die before attaining capacity, the balance of such property remaining at his or her death shall be distributed to his or her estate.

6. Generation-Skipping Tax Provision. In the event any federal exemption from the federal generation-skipping transfer tax should be allocated to any other trust or property with respect to which the Grantor shall be the transferor for purposes of this tax, the Trustee shall be

authorized, but not directed, to divide any trust created hereunder at any time into two or more separate trusts, in order that the federal generation-skipping transfer tax inclusion ratio for each separate trust shall be either zero or one. In the event the Trustee exercises such discretion, the Trustee shall allocate the maximum pecuniary amount to any such trust which shall have an inclusion ratio of zero. Furthermore, the Trustee shall value such assets as finally determined for federal estate tax purposes in making such allocations, making reasonable allocations of appreciation and depreciation of the assets available for funding such trust(s).

7. Discretionary Termination. Notwithstanding anything contained herein, if, in the opinion of the Trustee, any trust created herein, or any share thereof, shall at any time be of a size which, in its sole judgment, makes it inadvisable or uneconomical to continue such trust or share, the Trustee shall have the power to terminate such trust or share and distribute the principal and accumulated income to or for the benefit of the beneficiaries entitled to income thereof at that time, in the proportions in which they are beneficiaries of such income. In determining whether to terminate such trust or share, the Trustee need not consider the interests of any successive income beneficiaries or remaindermen whose interest in the trust or share shall cease upon termination by the Trustee. However, no Trustee who is an income beneficiary shall have the right to participate in any decision to so terminate a trust or share.

8. Limitations on Trustee's Powers.

a. Limitation on Trustee's Power to Discharge Trustee's Obligations. In no event shall the Trustee have the authority to exercise any power given to the Trustee for the purpose of discharging any obligation which the Trustee might have, including obligations of support.

b. Limitation on Individual Trustee's Power to Distribute Income or Principal. No individual Trustee shall have the right to participate in any decision regarding discretionary distributions of income or principal for his or her benefit, except to the extent

such distributions of income or principal are limited by an ascertainable standard relating to support in reasonable comfort, health, maintenance and/or education, whether public, private or special.

9. Resignation, Removal and Appointment of Trustees. The resignation, removal and appointment of any Trustee shall be governed by the following provisions:

a. Resignation. Any Trustee shall have the right to resign as Trustee upon thirty (30) days' prior written notice to the then Beneficiaries, such notice to be given to the natural or legal guardian or conservator of any Beneficiary who is under a legal disability.

b. Designation of Co-Trustee. Subject to the limitation on the number of trustees as described below, any individual who is serving as a Trustee of any trust established herein may appoint one or more persons or entities to serve as Co-Trustee of such trust, provided that if there are already one or more Co-Trustees then serving, then no appointment of an additional Co-Trustee shall be effective without the prior written consent of all of the other then acting Co-Trustees. Such Trustee may make this appointment at any time during such Trustee's life, and any such appointment shall become effective at such time as may be specified in the appointment and upon such Co-Trustee's written acceptance of the duties of the Trustee hereunder. Such appointment shall be made in writing with written notice thereof to be provided to all persons who are Beneficiaries at the time the appointment is made. Any such Co-Trustee shall be subject to the removal powers described below.

c. Beneficiaries' Right to Remove Trustee. A majority of the then income beneficiaries of any trust created herein shall have the right and authority at any time or times to remove any Trustee or successor Trustee of any such trust, such right to be exercised by the natural or legal guardian or conservator of any beneficiary who is under a legal disability.

d. Appointment of Successor Trustees.

(1) Power of Trustee to Designate Successor Trustee. Subject to the limitation on the number of Trustees as described below, any Trustee may designate one or more persons or entities to serve as the Trustee's immediate successor in the event the Trustee ceases to serve as a Trustee, provided that if there is a Co-Trustee immediately prior to the time the Trustee ceases to serve as a Trustee, then no more than one such designated successor Trustee may serve as such Trustee's immediate successor without the prior written consent of the other Co-Trustees. The Trustee may make this designation at any time (including, in the case of a Trustee who is an individual, by such individual Trustee's Last Will and Testament), and any such designation made by the Trustee may be changed from time to time and shall only become effective upon the Trustee's ceasing to serve as a Trustee for any reason. Any such successor Trustee shall be subject to the removal powers described above.

(2) Beneficiaries' Right to Appoint Corporate Trustee. If there is at any time a vacancy in the office of Trustee and such vacancy is not filled pursuant to the above provisions, then the person or persons having the power to exercise the right to remove a Trustee of such trust under the above provisions shall have the right (but not the obligation) to appoint a successor Trustee in place thereof, provided that any such successor Trustee appointed by such person or persons must be a bank or a trust company (which shall not be required to be a Tennessee corporation) having assets then under

management in a fiduciary capacity of at least two hundred fifty million dollars ($250,000,000.00).

(3) Appointment of Trustee by Court. If there is at any time a vacancy in the office of Trustee and such vacancy is not filled pursuant to the above provisions, then the successor Trustee shall be one or more persons and/or entities as may be designated by such court as may have jurisdiction over the trust.

ARTICLE IX: MISCELLANEOUS PROVISIONS.

1. No Bond; Annual Accountings; Apportionment of Duties. Neither the original Trustee nor any successor Trustee shall be required to file or furnish any bond or other security for any purpose, or file any accountings in any court of record. However, the Trustee shall account for its transactions at least annually to the Grantor and to each income beneficiary, or to the guardian, conservator or legal representative of the Grantor or beneficiary. In the event there should be more than one Trustee serving, the Co-Trustees may apportion their responsibilities in any manner they deem advisable.

2. Spendthrift Provision. Any trust created herein should be considered a spendthrift trust, and the interest of any beneficiary of any such trust is held subject to the spendthrift provisions set forth in this paragraph. The spendthrift provisions in this paragraph represent a material purpose of any trust created herein. The interest of any beneficiary under any trust created herein shall not be grantable, transferable, or otherwise assignable by anticipation (whether voluntary or involuntary), except to the extent specifically provided by any powers of appointment contained herein, nor shall any such interest be subject to the claims of any creditors of any beneficiary; and, except as provided in this paragraph, the Trustee shall continue to pay such income or principal, as

the case may be, directly to or for such beneficiary, notwithstanding any transfer, assignment, conveyance, or action by creditors. No spouse, or person claiming to be the spouse, of any beneficiary herein shall have any right or claim to the principal or the income of any trust. No part of either principal or income shall be subject to attachment, garnishment, execution, receivership, or trustee's process; and, in the event that any such process shall be served upon the Trustee, the right of any beneficiary, in respect of whose interest such process is attempted, to receive either income or principal shall terminate until such process shall be released and discharged. However, the Trustee may make advances from either principal or income for the support in reasonable comfort, and the health, maintenance and education, whether public, private, or special, of such beneficiary as the Trustee, in its discretion, may deem wise and proper under the circumstances.

3. Compliance with Rule Against Perpetuities. Notwithstanding anything herein to the contrary, no trust herein created shall continue beyond twenty-one (21) years after the death of the issue of the Grantor who are living at the time of the Grantor's death; and at such time any trust created hereunder which is still in existence shall immediately terminate and the properties therein shall be distributed to the beneficiaries thereof irrespective of their ages, per stirpes.

4. Notification Not Required. The Grantor hereby waives the notice requirements set forth in Tennessee Code Annotated, Section 35-15-813, so that no Trustee of any Trust created herein shall be required to give notice to any beneficiary of such a Trust that any such Trust has been established.

5. Governing Law. This Trust has been executed by the Grantor and accepted by the Trustee in the State of Tennessee; and all questions pertaining to the validity, construction and administration of this Trust shall be determined in accordance with the laws of the State of Tennessee.

ARTICLE X: MEANING OF TERMS

Throughout this Tru, the masculine gender shall be deemed to include the feminine, and vice versa, and the singular shall include the plural, and vice versa. Whenever the words "child", "children", "issue", or words of similar meaning are used in this Trust, they shall include those children of the Grantor who are adopted as well as biological as long as they have not attained the age of eighteen (18) years at the time of legal adoption.

The term "Code" means the Internal Revenue Code of 1986, as amended, unless otherwise provided.

IN WITNESS WHEREOF, E. Berry Holt, named in the foregoing instrument as Trustee, has hereunto signed this instrument to evidence her acceptance of the foregoing Trust in accordance with the foregoing agreement, on the day and year first written above.

E. BERRY HOLT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Sonja Rene' Ward, Notary Public, E. Berry Holt, 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, at office, this 10th day of August, 2015.

Sonja Rene' Ward
Notary Public
My Commission Expires: March 8, 2016

SONJA RENE' WARD
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 8, 2016

IN WITNESS WHEREOF, the Grantor has hereunto subscribed the Grantor's name on the day and year first written above.

Margaret Holt by E Berry

MARGARET F. HOLT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Sonja Rene Ward, Notary Public, E. Berry Holt, Attorney-in-Fact for Margaret F. Holt, pursuant to the General Power of Attorney dated February 14, 2014 (attached hereto), 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 on behalf of Margaret F. Holt for the purposes therein contained.

WITNESS my hand, at office, this 10th day of August, 2015.

Sonja Rene Ward

Notary Public

My Commission Expires: March 8, 2016

SONJA RENE WARD
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAR. 8, 2016