

TRUST FOR CHARITABLE PURPOSES

On this 29th day of June, 2020 Beverly Moran (SETTLOR) makes this charitable trust in accordance with the laws of the State of Tennessee TCA 35-15 and the Internal Revenue Code.

ARTICLE 1. ESTABLISHMENT

SETTLOR hereby establishes the JAMES WALTER SCOTT TRUST (the "CHARITY ") and appoints herself Trustee of the Charity (TRUSTEE).

ARTICLE 2. TRUST ESTATE

TRUSTEE acknowledges receipt of property which, together with any other property hereafter transferred to and accepted by TRUSTEE or any future TRUSTEE, shall constitute the Charity's Endowment (ENDOWMENT) and shall be administered by TRUSTEE as provided for in this agreement.

ARTICLE 3. TRUSTEES

- (a) The CHARITY shall have no less than one (1) and no more than five (5) TRUSTEES.
- (b) The number of TRUSTEES may be increased or decreased from time to time by unanimous agreement of all TRUSTEES.

ARTICLE 4. PURPOSE

- (a) The CHARITY is organized exclusively for charitable, religious, educational, and/or scientific purposes as described in section 501(c)(3) of the Internal Revenue Code as it might be amended from time to time.
- (b) The CHARITY will promote charitable purposes, including providing grants, scholarships and contributions to a broad range of charitable organizations and individuals whose activities correspond to the philanthropic goals of its TRUSTEES and who come within the charitable purposes outlined in Section 501(c)(3) of the Internal Revenue Code as it might be amended from time to time

ARTICLE 5. Prohibitions

- (a) No part of the CHARITY's net earnings or assets may ever be used, either directly or indirectly, to inure to the benefit of the CHARITY's SETTLOR, TRUSTEES, any of CHARITY's employees or their families, or any private individual (except that reasonable compensation may be paid for services rendered to or on behalf of the CHARITY)
- (b) All payments and distributions must further the charitable purposes set forth in this Article (4);
- (c) no substantial part of the activities of the CHARITY shall consist of carrying on propaganda or otherwise attempting to influence legislation (except as may be permitted by Section 501(h) of the Internal Revenue Code as amended),
- (d) the CHARITY shall not participate in or intervene in (including the publication or distribution of statements)

any political campaign on behalf of any candidate for public office, nor shall the CHARITY engage in any activities that are unlawful under applicable federal, state, or local law;

- (e) the CHARITY shall not be operated for profit, and it shall not carry on any activities that are not permitted to be carried on by a trust exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and any amendments or by a trust to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code and any amendments; and
- (f) During such time that the CHARITY is deemed a private foundation as defined in Section 509 of the Internal Revenue Code and any amendments,
 - the CHARITY shall distribute its income and principal, if necessary, in such manner as to not subject the CHARITY to tax liability under Section 4942(a) of the Internal Revenue Code including any amendments, and
 - the CHARITY shall not:
 - engage in any act of self-dealing (as defined in Section 4941(d) of the Internal Revenue Code including any amendments),
 - retain any excess business holdings (as defined in Section 4943(c) of the Internal Revenue Code including any amendments),
 - make any investment which would jeopardize the carrying out of any of its exempt purposes under Section 4944 of the Internal Revenue Code and any amendment , or
 - make any taxable expenditures (as defined in Section 4945(d) of the Internal Revenue Code and any amendments).

ARTICLE 6. OPERATIONS

- (a) The CHARITY shall engage in activities that benefit or support the charitable purposes set forth in ARTICLE 4 above by making gifts, grants, awards, contributions and scholarships.
- (b) The TRUSTEES shall accept applications for these gifts, grants, awards, contributions, and scholarships and will review the applications to determine which meet the CHARITY's charitable purposes.

ARTICLE 7. CONSTRUCTION: RESTRICTIONS

- (a) The CHARITY is constituted as a charitable trust under the laws of the State of Tennessee.
- (b) SETTLOR intends that the CHARITY qualify as an organization exempt from federal income taxation as a private foundation under Internal Revenue Code Section 501(c)(3) , meaning such organization is organized exclusively for charitable, religious, educational, and scientific purposes, including the making of distributions to organizations that qualify as exempt organizations under Internal Revenue Code Section 501(c)(3), or

corresponding section of any future federal tax code.

This agreement shall be construed accordingly, and all powers and authority of TRUSTEES shall be limited accordingly.

- (c) TRUSTEES shall have the power to amend this instrument in order to comply with the requirements of Internal Revenue Code Sections 501(c)(3) and 509 and the Regulations thereunder, and any such amendment shall be deemed effective as of the date of creation of the CHARITY.
- (d) Notwithstanding any other provision of this document, the CHARITY shall not carry on any activities that are not permitted to an (a) organization exempt from federal income tax under Internal Revenue Code Section 501(c)(3) or corresponding section of any future federal tax code, or (b) an organization, contributions to which are deductible under Internal Revenue Code Section 170(c)(2) or corresponding section of any future federal tax code.

ARTICLE 8. FISCAL YEAR

The fiscal year of the CHARITY shall end on the last day of December, or such other date as may be fixed from time to time by the TRUSTEES.

ARTICLE 9. DISSOLUTION

- A. Upon the dissolution and final liquidation of the CHARITY, and after paying or making provision for the payment of all debts and liabilities of the CHARITY, TRUSTEES shall distribute all remaining assets of the trust estate to one or more organizations designated by the TRUSTEES of the CHARITY.
- B. All organizations designated by the TRUSTEES must be duly qualified, organized and operated exclusively for exempt purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code. Any assets not so distributed shall be distributed by a court of competent jurisdiction in the county or city in which the CHARITY is located, exclusively for such purposes or to such organizations as such court shall determine, which are organized and operated exclusively for such exempt purposes, or to the federal government or a state or local government to be used for a public purpose.

ARTICLE 10. CREATION OF CORPORATION

- A. TRUSTEES are authorized and empowered to form and organize a nonprofit corporation for the uses and purposes of the CHARITY, and qualifying as a public charity or a private foundation under Code Sections 501(c)(3) and 509 of the Internal Revenue Code or any future federal tax code. Such corporation, if organized, shall be named the JAMES WALTER SCOTT CHARITY, INC.
- B. Upon the creation and organization of such corporation, TRUSTEES are authorized and empowered to

convey, transfer, and deliver to such corporation all the property and assets to which the CHARITY may be or become entitled.

- C. It is the purpose of this ARTICLE 10 that the board of directors of such corporation, if incorporated and organized as provided by this ARTICLE 10, shall take the place of TRUSTEES, who shall be the incorporators of such corporation.

ARTICLE 11. GENERAL ADMINISTRATIVE PROVISIONS

A. Duties of TRUSTEES-

(1) Annual Accounting. After the end of the CHARITY's fiscal year, TRUSTEES shall prepare a statement or statements showing:

- (a) how the property of the CHARITY is invested; and (
- b) all transactions relating to the CHARITY for the preceding fiscal year.

TRUSTEES shall maintain the accounting statement or statements with the permanent records of the CHARITY.

(2) Investments. In acquiring, investing, reinvesting, exchanging, self-dealing, and managing the property of the CHARITY, TRUSTEES shall exercise the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds. In determining the prudence of a particular investment, TRUSTEES shall consider the proposed investment or investment course of action in relation to all property of the CHARITY. TRUSTEES may delegate to others such duties, powers (including discretionary powers), and authority as TRUSTEES think necessary or proper. TRUSTEES may incorporate, or join with others in the incorporation of, any unincorporated firm, business, or business property. If any asset donated to this CHARITY does not meet the requirements of the prudent man standard, the TRUSTEES may nevertheless retain the asset for so long as the TRUSTEES may deem appropriate.

(3) Income. If all the income of the property of the CHARITY is not distributed or applied during a fiscal year, TRUSTEES shall add the undistributed portion to principal.

(4) Capital Gains and Losses. TRUSTEES shall allocate long-term capital gains and losses to principal.

(5) Common TRUST Funds. If a corporation is serving as a trustee, TRUSTEES may invest all or any portion of the property of the CHARITY in a common trust fund maintained by the corporate trustee, to which Code Section 584 of the Internal Revenue Code or any future federal tax code applies. TRUSTEES shall maintain separate accounts and records which will sufficiently identify the portion of the total common

trust fund which constitutes the property of the CHARITY, and the income earned by, or attributable to, such portion.

(6) Powers of TRUSTEES. SETTLOR grant to TRUSTEES the continuing, absolute, discretionary power to deal with any property, real or personal, held in the trust estate as freely as SETTLOR might in the handling of SETTLOR's own affairs. In addition, TRUSTEES shall have all of the power, authority and discretion given a trustee under the laws of the State of Tennessee on this date, including those set forth in Chapter 35-15 of the Tennessee Code³ Annotated (or any successor provisions thereto), which powers are incorporated in this Agreement by this reference. Such powers may be exercised independently and without the approval of any court in the State of Tennessee or any other jurisdiction. Such powers shall be exercised by a majority vote of the TRUSTEES; however, TRUSTEES may delegate to a single TRUSTEE the ability to do any acts that the TRUSTEES could vote on collectively.

(7) Fees and Expenses of TRUSTEES; Bond. TRUSTEES shall serve without compensation for administration of the CHARITY. TRUSTEES shall be reimbursed for all expenses reasonably incurred in the administration of the CHARITY. No bond or other security shall be required of any TRUSTEE in any jurisdiction.

(8) Resignation of Trustee; Appointment of Successor Trustee, Officers. Any TRUSTEE shall have the right to resign as a trustee without court proceedings. The remaining TRUSTEES shall have the right, without court proceedings, to appoint a successor trustee by a majority vote. No successor trustee shall be liable for the acts or omissions of any prior TRUSTEE. TRUSTEES may be removed by a majority vote of the TRUSTEES and the remaining TRUSTEES shall have the right, without court proceedings, to appoint a successor Trustee. A human being, trust or corporation may be added as a TRUSTEE by the majority vote of the then serving TRUSTEES. If any trustee named in this document is unable or unwilling to serve, then the remaining trustees named in this document shall serve as Co-TRUSTEES of the CHARITY until they find a replacement TRUSTEE.

(9) Extent of Liability. TRUSTEES shall have the duty to act in good faith and with reasonable care and, in the absence of affirmative evidence to the contrary, shall be deemed to have so acted.

(10) Liability of TRUSTEES and Former TRUSTEES.

A. No TRUSTEE or former TRUSTEE (collectively referred to in this Agreement as the "INDEMNIFIED GROUP") shall be personally liable for:

- (1) any liability or obligation of the CHARITY under any agreement;
- (2) errors in judgment (including acting in reliance on the opinion of legal counsel or public accountants or believing in good faith that he or she is acting within the authority

granted in this Agreement);

(3) any acts or omissions that do not constitute fraud, gross negligence or willful misconduct; or

(4) the negligence, whether of omission or commission, dishonesty or bad faith of any employee or agent selected and supervised by a member of the INDEMNIFIED GROUP with reasonable care or of any other member of the INDEMNIFIED GROUP; but each member of the INDEMNIFIED GROUP shall be liable only for his or her respective fraud, gross negligence or willful misconduct.

B. In any threatened, pending, or completed action, suit, or proceeding (civil or criminal) to which a member of the INDEMNIFIED GROUP was or is a party or is threatened to be made a party by reason of the fact that he or she is or was a TRUSTEE of the CHARITY, or because he or she executed an agreement for the benefit of the CHARITY, the CHARITY shall indemnify and hold harmless that member of the INDEMNIFIED GROUP against all expenses (including reasonable attorneys' and accountants' fees, court costs and expenses), judgments and amounts paid in settlement actually and reasonably incurred by him or her in connection with that action, suit or proceeding if the conduct of that member of the INDEMNIFIED GROUP did not constitute fraud, gross negligence, or willful misconduct.

C. To the extent that a member of the INDEMNIFIED GROUP has been successful on the merits in seeking indemnification in accordance with this ARTICLE 11, Section 10, the CHARITY shall indemnify him or her and hold him or her harmless against the expenses (including reasonable attorneys' and accountants' fees, court costs and expenses) actually and reasonably incurred by him or her in seeking that indemnification.

D. For purposes of this ARTICLE 11, Sections 10(B) and 10(C), the termination of any action, suit or proceeding by judgment, order, settlement or otherwise shall not create a presumption that the conduct of a member of the INDEMNIFIED GROUP constituted fraud, gross negligence or willful misconduct.

E. Expenses (including reasonable attorneys' and accountants' fees, court costs and expenses) incurred in defending any claim, action, suit or proceeding (civil or criminal) shall be paid by the CHARITY in advance of final disposition of the matter upon receipt of an undertaking by or on behalf of that member of the INDEMNIFIED GROUP to repay that amount if that member of the INDEMNIFIED GROUP is ultimately determined not to be entitled to be indemnified.

ARTICLE 12. LAW GOVERNING; SAVINGS CLAUSE

This instrument shall be governed by the laws of the State of Tennessee. Any provision prohibited by law or unenforceable shall not affect the remaining provisions of this instrument. However, in any conflict with Code Sections 501(c)(3) or 509 of the Internal Revenue Code and the Regulations thereunder, those Code sections and the Regulations as amended shall govern.

EXECUTED by SETTLOR on the 29th day of June 2020.

This Agreement may be signed in counterparts, each of which will constitute an original.

SETTLOR:

[Handwritten Signature]

Beverly Moran

In the State of Tennessee County of Davidson

I, the undersigned, a Notary Public in the State of Tennessee and the County of Hamilton do hereby certify that Beverly Moran satisfactorily proved to me to be the person whose names is signed to the foregoing Trust Agreement, acknowledged the TRUST AGREEMENT before me in my jurisdiction aforesaid.

GIVEN under my hand and seal this 29th day of June, 2020.

[Handwritten Signature]

NOTARY PUBLIC



MY COMMISSION EXPIRES 8/7/2021