

**AMENDED AND RESTATED DECLARATION OF TRUST AND TRUST AGREEMENT
OF THE FARM TRUST**

THIS AMENDED AND RESTATED DECLARATION OF TRUST AND TRUST AGREEMENT is made by Leslie Hunt, Deborah Flowers, and Michael Lee, TRUSTEES OF THE FARM TRUST (hereinafter referred to as "Trustees", and also in their capacity, if so interpreted by a court of law, as individual owners in fee simple, of the property and land so described below, this _____ day of _____, 2012.

RECITALS:

1. This trust was first orally declared on August 4, 1971 upon the real property (1,014 acre tract) identified in the Warranty Deed recorded in Warranty Deed Book A-3, page 49, in the Register's Office, Lewis County, Tennessee (hereinafter referred to as (ROLCT) and on April 10, 1973 upon the real property (750 acre tract) identified in the Warranty Deed recorded in Warranty Deed Book A-5, page 526, ROLCT. These tracts were orally declared to be held in trust for the use and benefit of the church of The Farm religious community.
2. One former trustee conveyed all of his interest in the 750 acre tract to the remaining trustees by Warranty Deed, recorded on March 20, 1976, in Warranty Deed Book A-10, page 318, ROLCT.
3. This trust was first declared in writing upon the 750 acres tract on November 10, 1982, in the Warranty Deed, recorded in Warranty Deed Book A-22, page 369, and upon the 1,014 acre tract on June 6, 1983, in the Warranty Deed, recorded in Warranty Deed Book A-23, page 794, ROLCT.
4. This trust was first amended and restated on the 750 acre tract and the 1,014 acre tract on April 4, 1988, in Warranty Deeds, recorded in Warranty Deed Book A-41, page 757, ROLCT, and Warranty Deed Book A-41, page 761, ROLCT, respectively. Authority to convey these deeds and to restate and to amend this trust was recorded on April 4, 1988 in Warranty Deed Book, A-41, page 746, ROLCT.
5. Two former trustees quitclaimed all their interests in the 750 acre tract to the remaining trustees by Quitclaim Deeds on May 5, 1988, recorded in Warranty Deed Book A-42, page 249, ROLCT, and on December 22, 1993, recorded in Warranty Deed Book A-66, page 591, ROLCT.
6. A former trustee quitclaimed all his interest in the 1,014 acre tract to the remaining trustees, by Quitclaim Deed, on May 30, 2008, of record in Record Book 104, page 697, ROLCT.

7. The Trustees desire to amend and restate the trust by filing and recording this document, which was approved on _____, by over a two-thirds majority vote of the members of the church of The Farm religious community who are resident members of The Farm religious community, Lewis County, Tennessee, as required by section 5 of the trust provisions provided in the Warranty Deeds recorded in Warranty Deed Book A-41, page 757, ROLCT, and Warranty Deed Book A-41, page 761, ROLCT.

Definition of Terms as Used in this Document:

1. "The Farm", as referred to in this document signifies the 1,014 and 750 acre tracts noted above in the Recitals;

2. "The church of The Farm religious community", hereinafter referred to as "the church of The Farm Spiritual Community" refers to the embodiment of the historical, collective, religious and spiritual practices of the resident members of The Farm from 1971 through the present and the greater spiritual community to which those practices gave birth.

3. "Resident member" is defined, particular to this document, as a person who is all of the following: a) a full member of The Foundation; b) registered with The Foundation's Membership Committee; c) currently living on The Farm and/or maintaining a home on The Farm; and d) has resided on The Farm at some point for a continuous period of five years.

4. "Equity" is defined as the monetary value at the time of acquisition and/or the purchase price factoring in inflation and improvements a resident member(s) and/or business has made in the house, buildings and surrounding property he or she lives in and/or uses for business.

5. "Cause" for removal of a trustee is defined as actions or behavior clearly inconsistent with the purposes of this trust; or behavior or actions that clearly demonstrate recklessness or indifference to the interests or safety of the beneficiaries as defined in paragraph X of this document; or the Trustee no longer qualifies as a Trustee consistent with paragraph VIII of this document.

6. "The Foundation" is a not for profit religious and educational corporation established in June 1971 in the state of Tennessee, that has existed and acted as the manager of the land and assets of the Trust through the present time.

7. "Assets" shall mean the corpus of this Trust, and shall include the land comprising The Farm and all real property improvements, fixtures and attachments located thereon from time to time, and the proceeds thereof, including insurance proceeds.

NOW THEREFORE the provisions of the trust are amended and restated as follows:

I. The name of the trust is “The Farm Trust.”

II. The duration of the trust is perpetual.

III. The trust is permanent and irrevocable.

IV. The trust is not for profit and charitable, in that its purpose includes the advancement of education and religious ideals, the provision of governmental and municipal functions within the church of The Farm Spiritual Community and other purposes the achievement of which are and shall be beneficial to the church of The Farm Spiritual Community.

V. The purpose of the trust is to:

A. provide land for the needs and uses of the church of The Farm Spiritual Community;

B. keep and preserve The Farm as intact, undiminished, and undivided; and

C. promote and ensure the ecologically sound and sustainable use of The Farm and its natural resources. This vision of the land is born from a deep reverence for all animals, plants, habitation, streams, wind and rain which recognizes the inter-connectivity and inter-dependence of all things.

VI. TRUSTEES

A. Number of Trustees: The number of trustees shall be five (5). Each trustee disclaims any ownership interest in the Assets other than in their capacity as trustee and to the extent a trustee is also a beneficiary, such beneficial interest.

B. Duties of the Trustees: The trustees shall hold, manage and preserve the property consistent with the principles of the Trust as stated in paragraph V of this Trust Agreement in trust for the use and benefit of the beneficiaries as defined in paragraph X of this document.

C. Powers and Restrictions of Trustees: The trustees have the power to do any and all things which are in good faith deemed proper to fulfill the purposes of this Trust. Without limiting the foregoing, the trustees shall have all of the powers of trustees pursuant to Tennessee Code Annotated (T.C.A.) 35-15-801 *et seq.* or its successor provisions, except to the extent expressly limited in this Trust.

The Trustees do not have the statutory powers as provided in T.C.A. 35-15-816 (b)(2); (b)(3); and (b)(5) as it applies to The Farm unless as otherwise provided in this document.

The trustees do not have the powers, including those provided in T.C.A. 35-15-816, to sell, exchange, subdivide, place encumbrances upon or otherwise dispose of The Farm unless as otherwise provided in this document.

The Trustees do not have the statutory powers as provided in T.C.A. 35-15-816 (b)(18); (b)(19);(b)(21);(b)(22); and (b)(27) unless as otherwise provided in this document.

With the approval of at least 75% of the beneficiaries, the Trustees shall have the power to mortgage but not sell a maximum of one tenth of The Farm, limited to the uninhabited part, to be undertaken only for the purpose of fulfilling and/or protecting the purpose of the trust. The act to mortgage this designated portion of The Farm may be repeated, if and only if, the prior mortgage has been paid off in full.

With the approval of at least 75% of the beneficiaries, the trustees shall have the power to place a conservation easement or put in place an equivalent covenant on The Farm consistent with paragraph V(C). The process to mortgage or encumber The Farm in any way may be initiated by either a trustee or beneficiary.

D. Responsibilities of the Trustees:

(1) To maintain insurance, taxes, mortgage payments, and adequate maintenance of the Assets or to assign such responsibilities to another organization to manage.

(2) To report annually to the beneficiaries, resident members and managing entity at The Foundation's annual meeting regarding the status of the land and any actions taken by the trustees regarding their duties to the trust.

E. Indemnification Clause for Trustees

The Trust shall indemnify and shall have the power to purchase and maintain insurance on behalf of any trustee, or their express agent, against whom any liability may be asserted. The extent of such indemnification shall be the amount of reasonable expenses to defend or settle any action or suit. The Trust must determine that the trustee in question acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Trust. Such determination shall be made by the trustees, although any trustees who are parties to such action or suit may not vote or if there are an insufficient number of disinterested trustees for a determination, a determination will be made by a 75% vote of the beneficiaries.

VII. Additions, Improvements and Attachments to the Trust

All additions, improvements, attachments, etc. to the Assets of this Trust shall continue to be an intrinsic and inseparable part of this Trust and shall be covered by this document as if those Assets were specifically named in this document.

VIII. Qualifications and Terms of Trustees

A trustee shall also be a beneficiary as defined in this document and shall hold office for a term of ten years unless during that ten year term he or she resigns, is deceased, or is removed for cause as defined in the definition of terms in this document, by a majority of the beneficiaries.

IX. Selection of Trustees

If and when the number of trustees diminishes to less than five (5), a successor trustee or successor trustees shall be elected by a 75% vote of the beneficiaries. If a trustee's term expires prematurely, the replacement trustee shall serve for the remainder of that term.

Nomination of a trustee for election shall be done by the trustees, The Foundation Board of Directors or by any beneficiary.

Each appointment to fill the vacancy shall become effective upon filing with the Register of Deeds of Lewis County, Tennessee a certificate setting forth the name(s) of the successor trustee(s), signed and acknowledged by the remaining trustees or the sole remaining trustee, and setting forth the acceptance of such appointment, signed and acknowledged by the person(s) so appointed. Upon filing of such certificate, such person(s) shall assume the responsibilities of the trustee(s) and shall be vested with the title to the Trust property jointly with the remaining trustee(s) without the necessity of any act of transfer or conveyance.

X. BENEFICIARIES

A. Definition of Beneficiary

A beneficiary is defined as a person who is a member of the church of The Farm Spiritual Community and is also a resident member as defined in this document.

A beneficiary must maintain his or her resident member status and be in good standing with his/her financial obligations with The Foundation to assert their rights as a beneficiary.

In a legal action instituted by a beneficiary against the Trust and/or its agents, the Trust as the prevailing party in such action, may be entitled to reasonable attorney fees and costs, as determined by a court of law.

Any legal action against the Trust, trustee(s) and/or The Foundation must be commenced and prosecuted in Lewis County, Tennessee.

XI. MANAGEMENT

The Foundation shall act as the manager of the Trust, as long as The Foundation exists and its purpose and management are consistent with the purposes of the Trust as stated in paragraph V of this document.

If The Foundation is replaced by another entity as manager of the Trust, the term "The Foundation" as used in this document will be substituted in all places it appears in this document by the name of the new managing entity, wherever that substitution makes logical sense.

A. Duties of the Manager

(1) The Foundation is required to take good care of the Assets. This includes, but is not limited to, being in full charge and responsibility for maintenance, insurance, taxes and any and all other normal and customary expenses necessary to keep the Assets usable and operational, maintain their market value and be free of obligations and liabilities to any outsider or third party.

(2) The Foundation shall maintain the roles of the resident members through its elected membership committee.

(3) The Foundation will assist the trustees in their duty to report annually under section VI D(2) of this document.

B. Dissolution of The Foundation: If The Foundation dissolves, the trustees will appoint or create another organization to manage the affairs and maintenance of The Farm.

XII. DISSOLUTION

A. Dissolution of the Trust

The Trust may be dissolved only by a unanimous vote of the trustees along with an affirming vote of 90% of the beneficiaries for the sole reason that the Trust no longer fulfills the purposes of the Trust, particularly sections V. B and V. C. The trustees must petition the proper court of law in the State of Tennessee for the court's determination under applicable legal requirements that the Trust should be dissolved consistent with its provisions and that an organization separate and independent from the beneficiaries and trustees exists that will accept the assets of the Trust as indicated in and consistent with paragraph XII B.

B. Distribution of the Assets

In the event of the dissolution or cessation of The Farm Trust, all the Assets of the trust, after all its liabilities and obligations have been discharged or adequate provision made therefor, shall be donated to a non-profit organization or group holding similar values to the values of the church of The Farm Spiritual Community, contingent upon the organization or group:

(1) instituting a legal structure that will perpetuate all the purposes of this trust, particularly V(B) and V (C);

and

(2) that organization or group either:

(a) pays “equity” or fair market value to the existing residents and businesses for their houses and/or buildings and surrounding improvements; and pays “equity” or fair market value to The Foundation for the public buildings it has invested in and maintained;

or

(b) permits remaining residents that have not received “equity” or fair market value for their buildings under paragraph XIIB(2)(a), to organize as an association that adheres to the original purposes of the trust and remain in their buildings.

Choice 2(a) or 2(b) is by the discretion of the resident “equity” holder.

No other distribution of the Assets of the Trust will be considered valid or consistent with the terms of this Trust other than as provided in section XII C; provided, however, that in the event no successor entity is available, a court may proceed under the provisions of T.C.A. 35-15-412 or its successor provision.

C. Emergency Sale

In the event natural or man-made disaster defeats the goals and purposes of the trust, the trustees may, on an affirming vote of 90% of beneficiaries, sell or transfer the Assets in entirety, with proceeds held by the trustees in escrow for acquisition of new land that suits the needs and uses of the church of The Farm Spiritual Community.

D. Standing for Members of the church of The Farm Spiritual Community:

(1) Members of the church of The Farm Spiritual Community and their direct descendants, who are not beneficiaries, as defined in this document, shall have standing in this document and Trust for one purpose only: to challenge a dissolution of this trust that is clearly inconsistent with paragraph XII (Dissolution).

(2) Trustees and beneficiaries petitioning to dissolve the Trust, must give proper, timely and reasonable notice to those members of the church of The Farm Spiritual Community regarding an action for dissolution. Notice may be accomplished through publication.

XIII. Spendthrift Provision.

Any interest of a beneficiary in the Assets under this Trust is held subject to a "spendthrift trust." A beneficiary may not transfer any interest in the Assets in violation of this spendthrift provision and a creditor or assignee of the beneficiary may not reach the interest or a distribution by the trustees before its receipt by the beneficiary.

XIV. TRANSITION

Upon transition from the Trust recorded in Warranty Deed Book A-41, page 757, ROLCT and Warranty Deed Book A-41, page 761, ROLCT, to this AMENDED AND RESTATED TRUST, three trustees will be elected to serve ten year terms and two trustees will be elected to serve five year terms (to be determined by vote count), commencing with the signing and filing of this document consistent with paragraph IX of this document.

I approve of this **AMENDED AND RESTATED DECLARATION OF TRUST AND TRUST AGREEMENT OF The Farm TRUST:**

Dated this:

Name

Signature