

SECRETARY OF THE SENATE

01 JAN -2 PH 12: 50

WILLIAM H. FRIST KARYN M. FRIST

APPROVED QUALIFIED BLIND TRUST AGREEMENTS

Bass, Berry & Sims PLC

315 Deaderick Street, Suite 2700
Nashville, Tennessee 37238-2700
(615) 742-6200



900 South Gay Street, Suite 1700
Knoxville, Tennessee 37902
(423) 521-6200



The Tower at Peabody Place
100 Peabody Place, Suite 950
Memphis, Tennessee 38103-2625
(901) 312-9100

BASS, BERRY & SIMS
PLC
EST. 1922

WILLIAM H. FRIST KARYN M. FRIST

ADDITIONAL APPROVED QUALIFIED BLIND TRUST AGREEMENTS

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Senator William H. Frist

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(December 2000)

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VICTOR SARNO, STAFF DIRECTOR AND CHIEF COUNSEL
ANNETTE GALLUS, CHIEF CLERK

TELEPHONE: (202) 224-2961
FACSIMILE: (202) 224-7416
SECRETARY OF THE SENATE

01 JAN -2 PM 12:01

United States Senate

SELECT COMMITTEE ON ETHICS

HART SENATE OFFICE BUILDING, ROOM 220
SECOND AND CONSTITUTION AVENUE, NE.
WASHINGTON, DC 20510-6426

December 28, 2000

James C. Gooch, Esq.
Bass, Berry & Sims
2700 First American Center
Nashville, Tennessee 37238-2700

Dear Mr. Gooch:

The Committee has received copies of the proposed WHF 2000 QUALIFIED BLIND TRUST AGREEMENT, KMF 2000 QUALIFIED BLIND TRUST AGREEMENT, WHF JR 2000 QUALIFIED BLIND TRUST AGREEMENT, BEF QUALIFIED BLIND TRUST AGREEMENT, JMF 2000 QUALIFIED BLIND TRUST AGREEMENT, WILLIAM H. FRIST CHARITABLE REMAINDER UNITRUST, W. HARRISON FRIST, JR. 1992 GENERATION SKIPPING TRUST AGREEMENT, BRYAN E. FRIST 1992 GENERATION SKIPPING TRUST AGREEMENT, and JONATHAN M. FRIST 1992 GENERATION SKIPPING TRUST AGREEMENT (respectively the "WHF Trust," the "KMF Trust," the "WHF JR Trust," the "BEF Trust," the "JMF Trust," the "WHF Charitable Trust," the "WHF JR Generation Trust," the "BEF Generation Trust," and the "JMF Generation Trust," collectively the "Trusts") in support of your request on behalf of Senator Frist for certification of the proposed trust agreements as qualified blind trusts by the Committee. Under the Committee's authority in Senate Rule 34 and in §102(f) of the Ethics in Government Act of 1978, as amended (the "Act"), the Committee has approved the trust agreements you have submitted as qualified blind trusts pursuant to §102(f)(3) and §102(f)(7) of the Act.

This approval is conditioned upon the Committee's understanding that the assets and interests in the Trusts at the time of approval are free of any restriction with respect to their transfer or sale.

The Committee has reviewed the information you have provided regarding the relationship between Equitable Trust Company ("Equitable") and Senator and Ms. Frist. The Committee has also reviewed the information you have provided regarding the relationship between the Northern Trust Company ("Northern") and Senator, Ms. Frist, and their children. Equitable is approved as the independent trustee of the WHF Trust, and the WHF Charitable Trust. Northern is approved as the independent trustee of the KMF Trust, the WHF JR trust, the BEF Trust, the JMF Trust, the WHF JR Generation Trust, the BEF Generation Trust and the JMF Generation Trust. The Committee's approval of the Trusts and their respective trustees is conditioned upon (i) the receipt of a certificate of independence from both Equitable and Northern, and (ii) the administration of the Trusts in compliance with the Act and the interpretations of the Act by this Committee.

The Committee understands that, in accordance with the terms of the Trusts, the trustee will provide Senator Frist with sufficient and requisite information to fully comply with Senate Rule 34 (Public Financial Disclosure), as amended.

Within thirty days of this approval, please file with the Ethics Committee and the Secretary of the Senate (Office of Public Records):

- 1) a copy of the executed trust instruments (other than any testamentary provisions); and
- 2) a list of the assets contained in the Trusts at the time of the Committee's approval, categorized as to value using the categories found in §102(d) of the Act and Senate Rule 34, as amended. Value assets as of any date that is within 31 days of the filing date;

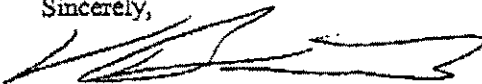
Any asset, other than cash, which Senator Frist, or Ms. Frist subsequently transfers to the Trusts, requires written notification to the Committee of the asset and the category of value. If there are any restrictions on the asset's sale or transferability, Senator Frist must contact the Committee prior to the transfer. The trustees are obligated to notify Senator and Ms. Frist and this Committee whenever a holding of the Trusts (that was initially transferred to the Trusts by an interested party) has been disposed of or when the value of such holding is less than \$1,000. These two types of notifications (other than that concerning restrictions on sale or transferability) must also be filed by Senator Frist, or Equitable or Northern (as appropriate) with the Secretary of the Senate and will be made available to the public.

Senator and Ms. Frist and the trustees are also reminded that any communication regarding the Trusts between Senator and Ms. Frist and the trustees is limited in scope to those contained in the Act and Senate Rule 34 and must be in writing. A copy of each communication must be filed with the Ethics Committee by the party initiating the communication within five days. These communications, as well as any quarterly reports allowed by the Act (also required to be filed with the Committee) are not required to be made public under the Act.

Should one or more of these Trusts be dissolved at some future date during Senator Frist's Senate service, Senator Frist must notify this Committee of such dissolution and, within 30 days of dissolution, file with the Committee and the Secretary of the Senate a list of assets held by the dissolved trust at the time of dissolution, indicating the appropriate category of value of each asset.

If the Senator, Ms. Frist or you have any questions about this letter, or the appropriateness of any communication or action to be taken regarding the qualified blind trust, please do not hesitate to contact the Committee staff at (202) 224-2981.

Sincerely,



Victor Baird
Chief Counsel and Staff Director

SECRETARY OF THE SENATE

01 JAN -2 PM 12:01

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (JCG)
315 DEADERICK ST., STE. 2700
NASHVILLE, TENNESSEE 37238

WHF 2000 QUALIFIED BLIND TRUST

This Trust Agreement is entered into on this 28th day of December, 2000, by WILLIAM H. FRIST as Grantor, and EQUITABLE TRUST COMPANY, a Tennessee banking corporation with its main office in Nashville, Tennessee, as Trustee. Whenever the term "Trustee" is used herein, it shall be deemed to apply to the party or parties acting, and any reference to such party or parties in one gender shall be deemed to mean the proper gender.

1. Purpose of Trust. The Grantor is a United States Senator for the State of Tennessee. The Trustee is an eligible person, as specified in section 102(f)(3)(A) of the Ethics in Government Act of 1978, Public Law 95-521, as amended (hereinafter referred to as the "Act"), who meets the requirements of such section. To avoid any conflict of interest, or appearance of any such conflict, which may arise from his duties and powers in such office and any other office to which he may subsequently be appointed to the extent provided for by section 102(f)(4)(A) of the Act, Grantor hereby creates a trust to be administered in accordance with the requirements of the Act, which shall become effective on the date this agreement bears. The primary purpose of this Trust is to entrust to the Trustee decisions as to when and to what extent the original assets of the Trust are to be sold or disposed of and in what investments the proceeds of sale are to be reinvested, without any participation in, or knowledge of, such decisions by the Grantor, his spouse, his minor children, and their representatives (hereinafter referred to singularly as "an interested party" or collectively as "interested parties").
2. Acceptance of Trust by Trustee. The Trustee agrees to hold, manage, and invest the assets listed in the attached Schedule A coming into the Trustee's hands according to the provisions hereof. Each asset listed in the attached Schedule A is free of any restriction with respect to its transfer or sale, except as fully described in such Schedule A, and none of the assets listed are prohibited by any law or regulation. The Trustee shall administer this trust in accordance with the requirements of the Senate Rules and the Act and, in the exercise of its authority and discretion to

manage and control the assets of this Trust, shall not consult or notify any interested party.

3. Additional Contributions. The Trustee is authorized in the Trustee's discretion to accept the contribution of additional assets to the Trust which meet the requirements set forth above, 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.
4. Dispositive Provisions. The Trustee shall hold, manage, invest and reinvest the Trust property and shall distribute and apply the income and principal of the Trust property in the following manner:
 - (a) Trust Termination Date. The "Trust Termination Date" shall mean the sooner of the following:
 - (1) The date that the Grantor directs the Trustee in writing to terminate the Trust; or
 - (2) The date of the Grantor's death.
 - (b) Administration of Trust Prior to Trust Termination Date. Prior to the Trust Termination Date 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 request, subject to the reservation of such amounts as the Trustee may from time to time determine for the payment of such income taxes as may be due and payable by the Trust, and for payment of expenses and compensation as provided for in this Trust. All such requests must comply with the provisions of paragraph 7 of this Agreement. If the Grantor is not of legal capacity, the Trustee may pay such portions of the net income and corpus of the Trust to the Grantor, or the Grantor's spouse, KARYN M. FRIST, as the Trustee, in the Trustee's discretion, deems appropriate under the circumstances. It is the Grantor's desire that he and his spouse be comfortably maintained during his lifetime in the manner to which they are 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 needs of the Grantor and the Grantor's said spouse, without considering the interest of any person who may become a beneficiary after the Grantor's death. For the purposes of this subparagraph the Grantor shall be presumed to be "not of legal capacity" if the Grantor is by reason of illness or mental or physical disability unable to give prompt and intelligent consideration to his financial matters, as certified in a writing signed by the physician regularly attending the Grantor, if any, otherwise by two physicians who have examined the Grantor.

(c) Disposition of Trust on Trust Termination Date. If the Grantor is living on the Trust Termination Date, the then remaining balance of the Trust shall be distributed to the Grantor or as the Grantor may otherwise direct in writing. If the Grantor is not living on the Trust Termination Date, then the remaining balance of the Trust shall be distributed to the Grantor's estate.

5. Powers of Trustee. In addition to the rights, duties, and powers conferred upon the Trustee by law, the Trustee shall have the following powers, rights, and discretion with respect to any Trust property held by the Trustee:

- (a) To sell, exchange, or otherwise dispose of the property in such manner and upon such terms as the Trustee in the Trustee's sole discretion shall deem appropriate;
- (b) Except as limited by specific enumeration in this Trust Agreement or subsequent notification pursuant to paragraph 7(b)(2)(B) and (C), to invest and reinvest the principal and any undistributed income, in property of any kind;
- (c) Except as limited by specific enumeration in this Trust Agreement, to participate in any reorganization, consolidation, merger, or dissolution of any corporation having stocks, bonds or other securities that may be held at any time, and to receive and hold any property which may be allocated or distributed to the Trustee by reason of participation in any such reorganization, consolidation, merger, or dissolution;
- (d) To exercise all conversion, subscription, voting, and other rights of whatsoever nature pertaining to any

such property and to grant proxies, discretionary, or otherwise, with respect thereto;

- (e) To elect, appoint, and remove directors of any corporation, the stock of which shall constitute Trust property, and to act through a nominee as a director or officer of any such corporation;
- (f) Except as limited by specific enumeration in this Trust Agreement, to manage, control, operate, convert, reconvert, invest, reinvest, sell, exchange, lease, mortgage, grant a security interest in, pledge, pool, or otherwise encumber and deal with the property of this Trust, for Trust purposes and in behalf of the Trust, to the same extent and with the same powers that any individual would have with respect to his own property and funds (but such actions may not take into account any interests of an interested party or other individual outside of those interests held by the Trust);
- (g) Except as limited by specific enumeration in this Trust Agreement, to borrow money from any person or corporation (including the Trustee hereunder) and for the purpose of securing the payment thereof, to pledge, mortgage, or otherwise encumber any and all such property for Trust purposes upon such terms, covenants, and conditions as the Trustee may deem proper and also to extend the time of payment of any loans or encumbrances which at any time may be encumbrances on any such property irrespective of by whom the same were made or where the obligations may or should ultimately be borne on such terms, covenants, and conditions as the Trustee may deem proper (but such actions may not take into account any interests of an interested party or other individual outside of those interests held by the Trust);
- (h) To register any property belonging to the Trust in the name of the Trustee's nominee, or to hold the same unregistered, or in such form that title shall pass by delivery;
- (i) To abandon, settle, compromise, extend, renew, modify, adjust, or submit to arbitration in whole or in part and without the order or decree of any court any and all claims whether such claims shall increase or decrease the assets held under this Trust agreement;

- (j) To determine whether or to what extent receipts should be deemed income or principal, whether or to what extent expenditures should be charged against principal or income, and what other adjustments should be made between principal and income, provided that such adjustments shall not conflict with well-settled rules for the determination of principal and income adjustments in the State of Tennessee;
- (k) To determine whether or not to amortize bonds purchased at a premium;
- (l) Except to the extent otherwise expressly provided in this Trust Agreement, to make distributions in kind or in cash or partly in each and for such purposes to fix, insofar as legally permissible, the value of any property;
- (m) To pay such persons employed by the Trustee to assist in the administration of the Trust, including investment counsel, accountants, and those engaged for assistance in preparation of tax returns, such sums as the Trustee deems to be reasonable compensation for the services rendered by such persons. Such persons may rely upon and execute the written instructions of the Trustee, and shall not be obliged to inquire into the propriety thereof;
- (n) No person may be employed or consulted by the Trustee to assist it in any capacity in the administration of the Trust or the management and control of Trust assets, including investment counsel, investment advisers, accountants, and those engaged for assistance in preparation of tax returns, unless:
 - (1) if any such employment or consultation is known to any interested party, the person is a signatory to this Trust instrument as a party, subject to the prior approval of the U.S. Senate Select Committee on Ethics;
 - (2) such person, under all the facts and circumstances, would be determined to be independent of any interested party with respect to the trust arrangement pursuant to the requirements of 102(f)(3)(A)(ii);

- (3) such person is instructed by the Trustee to make no disclosure to the public or to any interested party which might identify the securities or other property which comprise the assets of the Trust or identify securities or other property which have been sold from the assets of the Trust, or of any other information which may not be disclosed by the Trustee; and
- (4) such person is instructed by the Trustee to have no direct communication with any interested party, and that any indirect communication with an interested party shall be made only through the Trustee pursuant to paragraph 7 of this Trust;
- (o) Except as specifically limited in this Trust agreement, to do all such acts, take all such proceedings, and exercise all such rights and privileges, although not otherwise specifically mentioned herein with relation to any such property, as if the Trustee were the absolute owner thereof, and in connection therewith to make, execute, and deliver any instruments and to enter into any covenants or agreements binding the Trust.
6. Diversification of Trust Fund. The Grantor recognizes that the assets initially contributed by him to this Trust are concentrated in the stock of HCA, the Healthcare Company. The Trustee is authorized to take the steps necessary to cause the securities to be re-registered in the Trustee's name. The Grantor further releases the Trustee from any obligation the Trustee might otherwise have to diversify the investments, and the Trustee is authorized to exercise its discretion in determining to what extent the concentrated investment in such securities should be maintained, taking into consideration all facts and circumstances which the Trustee deems appropriate, including the Grantor's basis for federal income tax purposes of the securities held by the Trustee.
7. Communications Between Trustee and Grantor.
- (a) General Rule. There shall be no direct or indirect communications authorized between the Trustee and the Grantor or any member of the Grantor's family or any of their affiliates with respect to the Trust except as specifically authorized in paragraph 7(b) and (c) of this Agreement

(b) Permitted Communications.

(1) Requests for Distributions. Direct or indirect communications between an interested party and the Trustee are permitted in writing to the extent the communication relates to a request for a distribution from the Trust of cash or other unspecified assets of the Trust.

(2) Specifically Approved Communications. Communications between an interested party and the Trustee must be in writing and filed by the person initiating the communication at the office of the U.S. Senate Select Committee on Ethics within five days of the communication and will be permitted if said communication relates only:

- (A) To the general financial interest and needs of the interested party, including, but not limited to, an interest in maximizing income or long-term capital gain;
- (B) To the notification of the Trustee of a law or regulation subsequently applicable to the reporting individual that prohibits an interested party from holding an asset, which notification directs that the asset not be held by the Trust; or
- (C) To directions to the Trustee to sell all of an asset initially placed in the Trust by an interested party that in the determination of the Grantor creates a conflict of interest or the appearance thereof due to the subsequent assumption of duties by the Grantor (but any such direction is not required).

(c) Permitted Reports from Trustee. The Trustee shall not knowingly or negligently disclose to the public or to any interested party any information as to the acquisition, retention, or disposition of any particular securities or other Trust property except as specifically authorized in this paragraph 7(c), as follows:

(1) Notice of Sale. The Trustee shall promptly notify the Grantor, the U.S. Senate Select Committee on Ethics, and the Secretary of the Senate, Office of

Public Records when the holdings of a particular asset transferred to the Trust by any interested party have been completely disposed of or when the value of that asset becomes less than \$1,000.

- (2) Tax Returns. In addition to the powers described in paragraph 5 above, the Trustee (or the Trustee's designee) shall prepare the income tax return of the Trust, and such return and any information relating thereto (other than the Trust income summarized in appropriate categories necessary to complete an interested party's tax return), shall not be disclosed to the public or to any interested party. To effectuate the provisions of this subparagraph, the Trustee shall use its best efforts to provide the interested party, promptly after the close of each taxable year of the Trust during the Trust Term, with that information concerning the Trust, including information on income, expenses, capital gains and capital losses, that is necessary for the interested party to prepare and file tax returns required by the laws of the United States and the laws of any State, district or political subdivision; provided however, that in no event shall the Trustee disclose publicly or to any interested party any information whatsoever which might identify the securities or other property which have been sold from the assets of the Trust.
 - (3) Quarterly Reports. The Trustee shall make quarterly reports of the total cash value of such interested party's interest in the Trust.
 - (4) Annual Reports. The Trustee shall provide an annual report for purposes of section 102(a)(1) and section 102(d)(1) of the Act and Senate Rule 34 (or the applicable rule for any other office to which an interested party may subsequently be appointed or elected) of the aggregate amount of the Trust's value and income attributable to the beneficial interest in the Trust of such interested party, categorized in accordance with the provisions of such sections and Rule.
- (d) Grantor's Consent Not Required. In light of the restrictions that the Grantor has imposed upon the Trustee in this paragraph, the Grantor recognizes that

the Trustee will not be providing the Grantor with regular information regarding investment decisions made by the Trustee. The Grantor reaffirms his intention that the Trustee will have the discretion to invest and reinvest the trust funds as provided in paragraph 5 hereof without obtaining the Grantor's advice and consent and without consulting the Grantor or otherwise providing information to the Grantor regarding such investment decisions, except as specifically set forth herein.

8. Restrictions on Interested Parties.

- (a) No Power to Pledge. Prior to the Trust Termination Date, the interested parties shall not pledge, mortgage, or otherwise encumber their interests in the property held in trust hereunder.
- (b) No Access to Reports. An interested party shall not receive any report from the Trustee on the holdings and sources of income of the Trust other than those reports specified in paragraph 7 of this Agreement.
- (c) No Access to Trust Information. The interested parties shall not take any action to obtain, and shall take appropriate action to avoid receiving, information with respect to the holdings of, and the sources of income of, the Trust, including obtaining a copy of any Trust tax return filed by the Trustee or any information relating thereto, except for the reports and information specified in paragraph 7 of this Agreement.

9. Additional Restrictions on Trustee. The Trustee shall not knowingly and willfully, or negligently:

- (a) Disclose any information to any interested party with respect to this Trust that may not be disclosed pursuant to any provision or requirement of Title I of the Act or this Trust;
- (b) Acquire any holding the ownership of which is prohibited by, or not in accordance with the terms of, this Trust, including the acceptance of any contribution in cash or in kind to the trust from an individual other than the Grantor;
- (c) Solicit advice from any interested party with respect to this Trust, which solicitation is prohibited by any

provision or requirement of Title I of the Act or this Trust; or

- (d) Fail to file any document required by Title I of the Act.

10. Additional Restrictions on the Grantor. The Grantor shall not knowingly and willfully, or negligently:

- (a) Solicit or receive any information with respect to this Trust that may not be disclosed pursuant to any provision or requirement of Title I of the Act or this Trust; or

- (b) Fail to file any document required by Title I of the Act.

11. Resignation, Removal and Appointment of Trustees.

- (a) Resignation. Any Trustee shall have the right to resign as Trustee upon thirty (30) days' prior written notice to the Grantor.

- (b) Grantor's Right to Remove Trustee and Appoint a Successor Trustee. The Grantor retains the right and authority at any time or times to remove any Trustee or successor Trustee of the Trust, and such right may be exercised by a legal guardian or conservator if the Grantor is under a legal disability. If there is at any time a vacancy in the office of Trustee, the Grantor shall have the right to appoint a successor Trustee (subject to the prior written approval of the U.S. Senate Select Committee on Ethics) in place thereof. Any such successor Trustee appointed by the Grantor must be an independent trustee meeting the requirements of Tennessee Code Annotated Section 30-50-120.

- (c) Powers. Any successor Trustee shall by virtue of its appointment succeed to all of the rights, powers and duties conferred and imposed upon the Trustee herein named.

- (d) Bond. No bond or other security shall be required of any successor Trustee.

- (e) No Termination Fee. No Trustee serving as Trustee of a Trust established herein shall be entitled to a termination fee in the event such Trustee is removed or

otherwise ceases to serve as Trustee, unless such a termination fee has been expressly (and not by implication) agreed to in writing by the person or persons who appointed the Trustee.

12. Compensation of Trustee. The Trustee shall be compensated in accordance with the table in the annexed Schedule B.

13. Revocable Trust; Amendments.

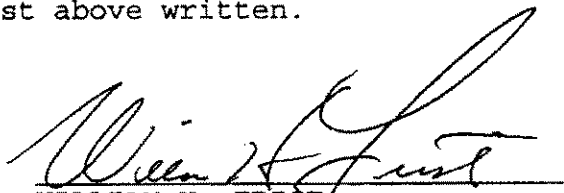
(a) The Grantor hereby expressly reserves the power, by signed instruments delivered to the Trustee during his lifetime, to revoke this Trust Agreement.

(b) The Grantor may also amend this Trust Agreement from time to time in any respect, except that:

(1) the duties and compensation of the Trustee shall not be changed by any amendment without the Trustee's written approval; and

(2) any amendment of the terms of this Trust Agreement, including the appointment of a substitute or successor Trustee, shall require the prior written approval of the Senate Select Committee on Ethics, upon a showing of necessity and appropriateness unless it relates to the testamentary provisions of this Trust.

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


WILLIAM H. FRIST

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared WILLIAM H. FRIST, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the within named GRANTOR and that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 28th day of December, 2000.

Delores Richardson
Notary Public

My Commission Expires:

11/24/2001

EQUITABLE TRUST COMPANY, named in the foregoing instrument as Trustee, has by its duly authorized representative, hereunto signed this instrument to evidence its acceptance on December 28, 2000, of the foregoing Trust in accordance with the foregoing agreement.

EQUITABLE TRUST COMPANY

By: M. Kirk Scurly
Its: Executive Vice President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Delores Richardson, a Notary Public, M. Kirk Scobey, Jr., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Executive Vice President of EQUITABLE TRUST COMPANY, a Tennessee banking corporation, the within named TRUSTEE and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 28th day of December, 2000,

Delores Richardson
Notary Public

My Commission Expires:

11/24/02
2162422 crb 12/15/00 jcg

**EQUITABLE TRUST COMPANY
TRUST AND INVESTMENT
FEE SCHEDULE**

*FOR
SENATOR WILLIAM H FRIST & Family*

The annual fee for services rendered as Trustee, Agent, or Investment Manager is based on the market value of assets under management and calculated as follows:

First \$1,000,000	1%
Next \$1,000,000	.6 of 1%
Over \$2,000,000	.3 of 1%
Minimum Annual Fee	\$5,000

*K. Deady
EUP*

*.22 of 1% ON ALL MARKETABLE SECURITIES,
EXCLUDING PARTNERSHIPS, ETC.*

Additional charges may be incurred based on extraordinary services rendered. A fee will be charged for the preparation of Fiduciary Tax Returns. There is a \$15 security processing fee for all Depository Trust Custody (DTC) eligible transactions. No charge will be made for the termination of accounts except for extraordinary services related thereto and a per asset delivery fee of \$30.

**CERTIFICATION OF INDEPENDENCE
OF TRUSTEE OF QUALIFIED BLIND TRUST**

Trust Name W H F 2000 Qualified Blind Trust

With respect to the trust of William H. Frist (Grantor) which has been submitted to the Select Committee on Ethics of the United States Senate for approval as a blind trust pursuant to Section 102(f) of the Ethics in Government Act of 1978, as amended ["the Act"], the undersigned proposed Trustee of such trust, or the person in addition to the Trustee who is designated in the trust instrument as an investment adviser, or an officer or employee of the undersigned, is eligible to serve in such a capacity in accordance with Section 102(f)(A) of the Act:

1. The undersigned is:
 - a financial institution;
 - an attorney;
 - a certified public accountant;
 - a broker under the definition set forth in Section 3(a)(4) of the Securities and Exchange Act of 1934 (15 U.S.C. 78c(a)(4)); or
 - an investment advisor who, other than with respect to his or her involvement with this trust, is generally involved in his or her role as such an advisor in the management or control of trusts.

2. The undersigned and any officer or employee of the undersigned person or entity who is involved in, or who will be involved in the management or control of the trust;
 - (a) Is independent of and not associated with any interested party so that the trustee or other person cannot be controlled or influenced in the administration of the trust by any interested party (an "interested party" is defined in Section 102(f)(3)(E) of the Act);

 - (b) Is not and has not been an employee of or affiliated with any interested party and is not a partner of, or involved in any joint venture or other investment with, any interested party; and

 - (c) Is not a relative of any interested party (a "relative" is defined in Section 109(16) of the Act).

The undersigned certifies that the statements contained herein are true, complete, and correct to the best of his or her knowledge and belief.

Certified by *M. Keith Coby* EUP

Date 12-21-00

Name of Trustee Equitable Trust Company

Address 800 Nashville City Center

Nashville, TN 37219