insurance on behalf of any such person against any liability which may be asserted against him or her. To the full extent permitted by law, the indemnification and advances provided for herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement. The indemnification provided herein shall not be deemed to limit the right of the Corporation to indemnify any other person for any such expenses (including attorneys' fees), judgments, fines and amounts paid in settlement to the full extent permitted by law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the Corporation may be entitled under any agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnitee (1) in any proceeding by the Corporation against such indemnitee; (2) in the event the board of directors determines that indemnification is not available under the circumstances because the officer or director has not met the standard of conduct set forth in Section 48-18-502 of the Tennessee Business Corporation Act; or (3) if a judgment or other final adjudication adverse to the indemnitee establishes his liability (i) for any breach of the duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) under Section 48-18-304 of the Tennessee Business Corporation Act.

Martin B. Murray
Incorporator

Dated: January 28, 1992

THIS INSTRUMENT PREPARED BY:
Charles A. Trost, Esq.
Waller Lansden Dortch & Davis
511 Union Street
Suite 2100
Nashville, Tennessee 37219

STATE OF TENNESSEE)
COUNTY OF ~~SUMNER~~ DAVIDSON)

The actual consideration for this transfer is: $ -0-

Subscribed and sworn to before me, this 7 day of February, 1992.

Ruth Ann Napier
Affiant

Notary Public

My Commission Expires: 9/25/93

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****

ADDRESS OF NEW OWNER:
Ruth O. Napier
210 Scotland Place
Nashville, TN 37205

SEND TAX BILL TO:
SAME

MAP-PARCEL NO.
Map 116-14
Parcel 33

****

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand paid, the receipt of which is hereby acknowledged, **ROBERT H. NAPIER**, the Grantor, hereby conveys and quitclaims unto **RUTH O. NAPIER**, the Grantee, the heirs, successors and assigns of the Grantee, all Grantor's right, title and interest, if any, in and to a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

Being Lots Nos. 57, 58 and 59, on the Map of Bellemeade Subdivision as of record in Book 1130, page 3, Register's Office for Davidson County, Tennessee.

Said Lots Nos. 57, 58 and 59 adjoin and front together 180 feet on the northerly side of Scotland Place, and run back between lines, 155.5 feet on the westerly line of Lot No. 57, and 152.2 feet on the easterly line of Lot No. 59, to a dead line in the rear on which they measure 180 feet.

Being the same property conveyed to Robert H. Napier and wife, Ruth O. Napier, by deed from Joanne B. Ward, of record in Book 4576, page 822, said Register's Office.

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

IN WITNESS WHEREOF, the Grantor has hereunto set his signature, this the day and date first above written.

ROBERT H. NAPIER

6 3 0 5 1

PICK-UP