Box 44

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THIS INSTRUMENT PREPARED BY:

JEFFREY MOBLEY, ESQ.
GULLETT, SANFORD, ROBINSON & MARTIN, PLLC
230 FOURTH AVENUE NORTH, THIRD FLOOR
NASHVILLE, TN 37219-8888

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $NONE.

Mickey Wehby Ex
AFFIANT

Subscribed and sworn to before me, this 17th day of September, 1999.

Notary Public

My Commission Expires:

JEFFREY MOBLEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires MAR. 29, 2003

Address New Owner as Follows:

Mickey Wehby, Executor of the Estate of Jack Wehby, Sr.
3000 Hillsboro Rd
Unit 51
Nashville TN 37215

Send Tax Bills To:

Same

Map-Parcel Number:

133-00-0 3.06

RECEIVED
DAVIDSON COUNTY, TN.
99 SEP 23 PM 12:24
GARRETT REGISTER

0638795
REFERENCE

QUITCLAIM DEED

KNOW ALL PERSONS by these presents that Mickey Wehby, Successor Trustee (the "Grantor") of The Jack P. Wehby Trust (the "Trust") established by a certain Trust Agreement and Declaration of Trust dated February 28, 1952, both as subsequently amended by a certain Amendment to Agreement and Declaration of Jack P. Wehby Trust dated August 16, 1989, said Trust Agreement and Amendment being attached hereto as Exhibit A, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby releases, remises, and quitclaims unto Mickey Wehby, Executor of the Estate of Jack P. Wehby, Sr. ("Grantee"), all of the

365
9/22/99 0101 03:04:PM
70.00

Grantor's right, title and interest in and to that certain tract or parcel of land in Davidson County, Tennessee, being more particularly described on Exhibit B attached hereto and incorporated herein by reference.

The subject property is improved property located at 3607 Trousdale Drive, Nashville, Tennessee.

Jack P. Wehby, being one and the same person as Jack P. Wehby, Sr., died May 8, 1998. Pursuant to the provisions of the Trust, Jack P. Wehby and Elizabeth Wehby were the original Trustees. Elizabeth Wehby signs below for the purpose of certifying that she resigned as Trustee prior to Jack P. Wehby's death, so that Jack P. Wehby was the sole Trustee of the Trust at his death; and, further, Elizabeth Wehby signs below for the purpose of certifying her refusal to serve as a successor trustee upon Jack P. Wehby's death.

Jack P. Wehby, Jr., William Wehby, Mickey Wehby and Sammy Wehby (who is one and the same person as Sam Wehby) sign below to certify that each one of them has agreed to choose Mickey Wehby as Successor Trustee of the Trust. The Trust provides that a Successor Trustee is to be appointed by these four (4) aforesaid children of Jack P. Wehby in the event that both Jack P. Wehby and Elizabeth Wehby are unable to serve as Trustee of the Trust.

This conveyance is pursuant to the provisions of the Trust, which provide, in part, in the aforesaid Amendment, that "[U]pon the death of Jack P. Wehby, Sr. all of the assets of this trust, including all corpus and undistributed income, shall be distributed and administered according to my Last Will and Testament dated May 16, 1989, and codicils hereafter made thereto."

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

WITNESS our hands this 17th day of September, 1999.

GRANTOR:

Mickey Wehby, Successor Trustee of The Jack P. Wehby Trust

Elizabeth Wehby

Mickey Wehby, individually

Jack P. Wehby, Jr.

William Wehby by Mickey Wehby POA

Sammy Wehby

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mickey Wehby, Successor Trustee, the bargainor, 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 purpose therein contained.

Witness my hand and official seal at office this 17th day of September, 1999.

JEFFREY MOBLEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires:

My Commission Expires MAR. 29, 2003

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Elizabeth Wehby, the bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office this 17th day of September, 1999.

Notary Public

My Commission Expires:

JEFFREY MOBLEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires MAR. 29, 2003

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mickey Wehby, the bargainor, 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 purpose therein contained.

Witness my hand and official seal at office this 17th day of September, 1999.

JEFFREY MOBLEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires:

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) My Commission Expires MAR. 29, 2003

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jack P. Wehby, Jr., the bargainor, 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 purpose therein contained.

Witness my hand and official seal at office this 17th day of September, 1999.

JEFFREY MOBLEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires:

My Commission Expires MAR. 29, 2003

122338.1

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Mickey Wehby, 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 attorney-in-fact for William Wehby, the maker, or a constituent of the maker, and is authorized by the maker or by its constituent, the constituent being authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand, at office, this 17th day of September, 1999.

JEFFREY MOBLEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE) My Commission Expires MAR. 29, 2003
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Sammy Wehby, the bargainor, 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 purpose therein contained.

Witness my hand and official seal at office this 17th day of September, 1999.

JEFFREY MOBLEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: _____

My Commission Expires MAR. 29, 2003

122338.1

EXHIBIT A

TRUST AGREEMENT AND DECLARATION OF TRUST

JACK P. WEHBY

TRUST AGREEMENT AND DECLARATION OF TRUST

JACK P. WEHBY, by this instrument, sets up and establishes "The Jack P. Wehby trust", for the following purposes and upon the following conditions:

1. (a) The original trustees are and shall be, Jack P. Wehby and Elizabeth Wehby, who shall continue to act in such capacity during their lifetimes, and so long as they are not disabled to serve for any reason, whether such reason be voluntary or involuntary.

(b) Upon the death of Jack P. Wehby, or his inability to serve for any reason, as set out in the preceding paragraph, then Elizabeth Wehby shall be and become the sole trustee until her death or inability to serve for any reason, whether such reason is voluntary or involuntary.

(c) If for any reason Jack P. Wehby and Elizabeth Wehby both shall be unable to serve as trustee, whether such reason be voluntary or involuntary, then a successor trustee shall be chosen in the manner set out in paragraph 2 hereof.

2. Jack P. Wehby, Jr., William Wehby, Mickey Wehby and Sammy Wehby are vested with the power to choose a successor trustee, in the event that both of the trustees mentioned in paragraph 1 cannot serve for any reason; and upon the death or disability of both of the trustees mentioned in paragraph 1 heredf, a successor trustee shall be immediately chosen

by the parties mentioned in this paragraph, or so many of such parties as shall then be living and mentally competent. The successor trustee so chosen as provided in this paragraph, shall have all the rights, privileges, duties and responsibilities by this instrument entrusted to or given to the trustees named in paragraph 1.

3. Jack P. Wehby has delivered to the trustee, 700 shares of stock in the Wehby Enterprises, Inc., a Tennessee corporation, and this, at the present time, constitutes the corpus of the trust; however, the trustee may receive additional assets either by purchase, gift, or otherwise.

4. The purpose of the trust is to provide income to Jack P. Wehby, and to his father and mother, to his present wife, and to his children; and to this end the trustee is given discretion to pay out income for these purposes, in any manner the trustee shall deem fit; and the trustee's discretion shall not be controlled by any court, nor shall the trustee be required to report to any court. Any distribution of income made by the trustee shall be binding on all the beneficiaries of the trust and not subject to review by any court.

The trustee, if he shall elect, may withhold the income and accumulate the same, and may pay such income out in later years; but if there shall be any income accumulated and undistributed at the time fixed for the termination of this trust, then it shall be distributed, in the discretion of the

trustee, in the same proportion as the corpus, and shall for all purposes be considered to be corpus.

5. The trust shall continue so long as Jack P. Wehby lives - however, should he die before his daughter, Shirley Wehby, reaches the age of 35 years, or the date at which time she would have reached this age if she should have died before obtaining this age, the trust shall continue after the death of Jack P. Wehby until the date at which Shirley Wehby would have reached 35 years of age.

6. The trustee shall at all times give consideration to Samuel J. Wehby and Sultana Wehby and their needs, and shall provide such money from trust income as in the discretion of the trustee is necessary for the support, maintenance and comfort of Samuel J. Wehby and Sultana Wehby. The trustee shall also give consideration to Lillie Mai Wehby, and shall provide such part of trust income to the support and maintenance of Lillie Mai Wehby as in the discretion of the trustee shall be necessary for her support, maintenance and comfort in an adequate manner, commensurate with her present standard of living, so long as she is married to Jack P. Wehby; or, in the event of Jack P. Wehby's death, so long as she does not re-marry, and also, so long as in the discretion of the trustee or trustees, she is a moral person. None of the beneficiaries of the trust, however, shall have any right to compel the trustees to make any distribution of the income, but such distribution shall be made in the sole discretion of the trustee.

7. In the event that any one of the children named in paragraph 9 shall die before the termination of the trust, then the interest such deceased child would have taken upon the termination of this trust, shall be equally divided among his or her remaining brothers and sisters, and the heirs or personal representatives of such deceased child shall have no claim against the trust or the trustee; provided, however, that if the trustee should be of the opinion that the heirs or personal representatives of such deceased child should receive the deceased parent's share, then such distribution may be made to the heirs or personal representatives of such deceased child.

8. The trustee shall pay all expenses of the trust out of trust income before any distribution of trust income is made to any beneficiary; and if at any time the trustee should be of the opinion that the trustee should be paid compensation for attending to the trust duties and acting as such trustee, then the trustee shall be entitled to reasonable compensation, not to exceed 5% of the trust income, for acting as trustee.

9. Upon the termination of the trust, the stock held by the trust, in Wehby Enterprises, Inc., shall be divided as follows:

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(a) Jack P. Wehby, Jr., 175 shares;
William Wehby, 175 shares;
Mickey Wehby, 175 shares;
Dolores Wehby, ~~37½~~ shares;
Sammy Wehby, ~~100~~ shares;
Shirley Wehby, ~~37½~~ shares;

- a total of 700 shares.

(b) If any of the stock in Wehby Enterprises, Inc., shall have been disposed of by the trustee, then such beneficiary's share above set out shall be reduced proportionately. All of the corpus of the estate shall be distributed to the beneficiaries upon the same terms and conditions, and in the same amounts, as set out above for the distribution of stock in Wehby Enterprises, Inc.

10. The trustee shall have the following powers in addition to those vested in him by law and by other provisions of this trust instrument, which shall be applicable to all property, including property held for minors, principal and income, and

effective until actual distribution of all the property:

(a) To retain any or all of the assets of the trust, real or personal;

(b) To invest in all forms of property, including stocks, trust funds, and real estate, without restriction to legal investments for trustees, and to keep cash in the bank, uninvested, if deemed proper;

(c) To buy investments at a premium or discount;

(d) To give proxies;

(e) To join in any recapitalization, merger, reorganization, liquidation, or voting trust plan affecting investments; to deposit securities under agreements and pay assessments; to subscribe for stock and bond privileges, and generally to exercise all rights of security holders;

(f) To determine whether any receipt or disbursement, including but not restricted to one arising from a stock dividend or other extraordinary distribution, rights, a premium or discount, shall be allocated to principal or income or partly to each, without being obliged to apply the usual principles of trust accounting, and without approval of any court;

(g) To lease real property, for any period of time; to repair and improve real property;

(h) To sell real and personal property, for the purpose of paying debts or making distribution, or for any other purpose, at public or private sale, for cash and/or credit, without order of Court, and without liability on the purchasers to see to the application of the purchase money;

(i) To borrow money and to pledge or mortgage any real or personal property as security;

(j) To compromise claims by or against the trust, without order of Court, or without the consent of any beneficiary.

(k) To give options and execute option agreements for the sale of assets held, without obligation to repudiate the same in favor of better offers;

(l) To apply all sums payable to a beneficiary hereunder, in case of any disability through illness or other cause, of such beneficiary, directly for

his or her comfort and support;

(m) To assume the continuance of the status of any beneficiary with reference to death, marriage, divorce, or other change, in the absence of information deemed by the trustee to be reliable;

(n) To pay any of the amounts disbursed for a beneficiary during minority or disability, without the intervention of a guardian or order of Court, to a parent or such other person as the trustee may select, whose receipt shall be sufficient acquittance of the trustee therefor;

(o) To make distribution either in cash or in kind;

(p) To execute and deliver all instruments of writing necessary or appropriate for the exercise of any of the trust powers.

11. The word, "trustee", as used in this instrument, means both trustees or the sole trustee provided for herein. During the time that there are two trustees, either of them shall have power to sign checks, deeds, contracts, and other written instruments, on behalf of the trust, and there shall be no necessity for both to sign such instruments.

12. Jack P. Wehby reserves the right to revoke this declaration of trust and to terminate the trust at any time.

13. The original trustee, and any successor trustee chosen hereunder, shall not be required to execute bond.

IN WITNESS WHEREOF, I have executed this TRUST INSTRUMENT, at Nashville, Tennessee, this 28th day of February, 1952.

Jack P. Wehby

STATE OF TENNESSEE)
(
COUNTY OF DAVIDSON)

Before me, Aline J. Swain, a Notary Public in and for the County and State aforesaid, personally appeared JACK P. WEIBY, with whom I am personally acquainted, and who acknowledged that he executed the foregoing TRUST AGREEMENT AND DECLARATION OF TRUST, for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL, at Nashville, Tennessee, this 28th day of February, 1952.

Aline J. Swain
Notary Public

My Commission expires Feb. 1, 1954.

AMENDMENT TO AGREEMENT AID

DECLARATION OF JACK P. WEHBY TRUST

Jack P. Wehby, Grantor of the Trust provided herein, hereby amends the Declaration of Trust in the following particulars:

Paragraph 9 of said Trust instrument dated February 28, 1952 is hereby deleted in its entirety and the following is hereby substituted in its place and stead.

9. Upon the death of Jack P. Wehby, Sr. all of the assets of this trust, including all corpus and undistributed income, shall be distributed and administered according to my Last Will and Testament dated August 16, 1989, and codicils hereafter made thereto, subject only to ~~my~~ right to revoke this trust as provided in Section 12 hereof.

This 16 day of August, 1989.

Jack P. Wehby, Sr.

Witness

Sworn to and subscribed before me this 16 day of August, 1989.

Notary Public

My Commission Expires: Jan 27, 1993

EXHIBIT B

Legal Description

A tract of land at Nashville, in the County of Davidson, State of Tennessee, identified as Lot 2 on plat of East Radnor Industrial Subdivision, Section One, as recorded in Book 3600, page 57, in the Register's Office, Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a concrete monument in the west line of Trousdale Drive, said monument being in the lot line between Lots 1 and 2 of said Radnor Industrial Subdivision; thence South 83 degrees 32 feet West along the lot line between said Lots 1 and 2 a distance of 262.44 feet to a concrete monument in the northwest corner of said Lot No. 2, said monument being 50 feet measured eastwardly along a radial line from a point in the center line of Grantor's Inbound Freight Main track; thence southwardly along a line 50 feet eastwardly from and parallel to said center line of Inbound Freight Main track a distance of 419.17 feet to a spike in the southwest corner of said Lot No. 2; thence north 85 degrees 53 feet East along the south line of said Lot No. 2 a distance of 209.52 feet to a concrete monument in the west line of said Trousdale Drive; thence north 1 degree 50 feet east along said west line of Trousdale Drive a distance of 431.73 feet to the point of beginning, containing 2.25 acres, more or less.

Being the same property conveyed to The Jack P. Wehby Trust by deed from Wehby Enterprises, Inc., of record in Book 5817, page 455, Register's Office for Davidson County, Tennessee.