THIS INSTRUMENT PREPARED BY:
GULLETT, SANFORD, ROBINSON
& MARTIN, PLLC
230 Fourth Avenue, North
Third Floor
P. O. Box 198888
Nashville, Tennessee 37219
(615) 244-4994

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ - 0 - .

Catherine Sultana Lewis
AFFIANT

Subscribed and sworn to before me this 26 day of June, 2002.

Jan Michael Van Breda Kolff
Notary Public

My Commission Expires: 3/25/06

Davidson County DEEDQC
Recvd: 07/05/02 10:26 23pgs
Fees:117.00 Taxes:0.00
20020705-0080919

Address New Owner As Follows:	Send Tax Bills To:	Map-Parcel Numbers
Catherine Sultana Lewis 204 Deer Park Drive Nashville, TN 37205	- SAME -	133-00-0 3.06

TRUSTEE'S QUITCLAIM DEED

KNOW ALL PERSONS by these presents that Catherine Sultana Wehby Lewis, Successor Trustee of the Jack P. Wehby, Jr. Living Trust, 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 of which is hereby acknowledged, and in connection with the distribution of the assets of the trust pursuant to the Revocable Trust Agreement of Jack P. Wehby, Jr., dated August 11, 1997, hereby releases, remises and quitclaims unto Catherine Sultana Wehby Lewis, individually, all of the right, title and

interest in and to a certain tract or parcel of land in Davidson County, Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference.

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

WITNESS my hand this 26 day of June, 2002.

Catherine Sultana Wehby Lewis

Catherine Sultana Wehby Lewis, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

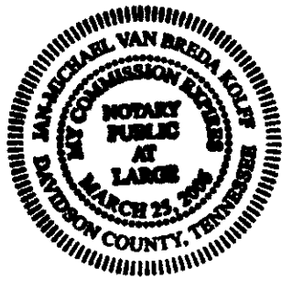
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Catherine Sultana Wehby Lewis, Trustee, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 26 day of June, 2002.

Jan Michael Van Breda Kolff

Notary Public

My Commission Expires: 3/25/06



185638.1

EXHIBIT A

Legal Description

Land lying in Davidson County, Tennessee, more particularly described as follows:

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 Jack P. Wehby, Jr., by deed from Mickey Wehby, individually, as Executor of the Estate of Jack P. Wehby, Sr. and as Successor Trustee of The Jack P. Wehby Trust, Jack P. Wehby, Jr., William E. Wehby, Margaret Wehby Sutton, Michael Wehby, Jr., Monica Wehby Grant, John P. Wehby, II, Delores Wehby Young, Sam Wehby and Shirley Wehby Welch, of record in Book 11673, page 143, Register's Office for Davidson County, Tennessee. Jack P. Wehby, Jr. subsequently died on January 13, 2002, and devised his entire interest in the subject property to The Jack P. Wehby, Jr. Living Trust dated August 11, 1997, by Will of record in Instrument No. 3586/661267 Probate Court Clerk's Office for Davidson County, Tennessee. The Jack P. Wehby, Jr. Living Trust is attached hereto as Exhibit B. The wife of Jack P. Wehby, Jr., Gloria Jett Wehby, predeceased him on February 14, 1999.

This is improved property known as 3607 Trousdale Drive, Nashville, Tennessee 37204.

EXHIBIT B

REVOCABLE TRUST AGREEMENT

THE JACK P. WEHBY, JR. LIVING TRUST

I, Jack P. Wehby, Jr., a citizen of the United States of America, sometimes referred to as the "Grantor," establish an express trust by this trust agreement, referred to as the "Agreement" or "trust," with Jack P. Wehby, Jr., as Trustee, referred to as the Trustee, for the benefit of the persons and purposes set out hereinbelow.

This trust shall be called The Jack P. Wehby, Jr. Living Trust.

ITEM I
BENEFICIARIES OF TRUST

In addition to the Grantor, the primary beneficiaries of the trust are named or described below.

A. Wife. I am married to Gloria Jett Wehby, who is referred to in this Agreement as my wife or as my spouse.

Notwithstanding any provision herein to the contrary, all provisions in this trust for the payment of any trust assets to my spouse are contingent, during my life, upon my spouse being married to me at the time the trust distribution is to be made to my spouse, and after my death, upon my spouse being married to me at my death.

B. Daughter. I have one (1) child, Catherine Sultana Wehby Lewis, and I shall refer to her in this Agreement as my daughter.

C. Grandchildren. I have two (2) grandchildren, Catherine Lewis and Jack Lewis, and I shall sometimes refer to them in this Agreement as my grandchildren.

ITEM II
TRUST ESTATE

I give to the Trustee the property described on the attached Schedule A. If I or any other person should transfer ownership of any asset to the trust, but the Trustee neglects to list such asset on Schedule A, such omission shall be immaterial, and the property so transferred

Jack P. Wehby, Jr.

shall be part of the trust estate for all purposes. The Trustee agrees to hold the property listed or described on Schedule A as a trust estate, in trust, together with any property which I or any other person, at any later time with the consent of the Trustee, give to the Trustee (all property placed in trust, together with all income, appreciation and other additions, shall be referred to as the "property"). The Trustee agrees to hold, administer and distribute the property as a trust estate in accordance with the provisions of this Agreement.

ITEM III
TRUST PROVISIONS DURING GRANTOR'S LIFE

During my life and while I am competent the Trustee shall pay so much or all of the net income and principal of the trust to me or upon my behalf as I may direct or withdraw, even to the point of completely exhausting the principal of the trust, and no other person shall be entitled to the income and principal of the trust. Any undistributed income shall be accumulated and incorporated into the principal of the trust on an annual basis.

During any period in which the Trustee (or the Successor Trustee, if I am then serving as Trustee) is of the opinion that I am incapable of managing my own affairs, the Successor Trustee shall pay to or for the benefit of myself and my spouse so much or all of the income and principal of the trust as the Successor Trustee determines to be required or desirable for my happiness, comfort, health, maintenance, education and support and for the health, maintenance, education and support of my spouse, or to either one of us, without regard to equality of distribution. Any undistributed income shall be incorporated into the principal of the trust on an annual basis.

In order to avoid the delay and expense of subsequent conveyance and re-titling, while I am competent I may, as a convenience only, direct that assets of the trust be distributed to me but that those assets be distributed by the Trustee to other persons as gifts from me. For all purposes, such gifts shall be treated as withdrawn by me and then gifted by me to the donee(s), for while I am competent no other person shall be entitled to distributions of income and principal of the trust. At any time that I am incompetent, my attorney-in-fact may exercise the same authority to make gifts as I otherwise have while competent.

ITEM IV
TAXES AND EXPENSES OF GRANTOR'S ESTATE

After my death, to the extent that the assets of my probate estate, if any, are insufficient, the Trustee shall pay without apportionment or proration my funeral expenses,

Jack P. Wehby, Jr.

legally enforceable claims against my probate estate, other enforceable debts (except secured debts, which may be paid or retained in the discretion of the Trustee, and if paid shall be without right of contribution from my spouse), pre-residuary bequests under my Will, reasonable expenses of administration of my probate estate, both domiciliary and ancillary, and any estate or inheritance and other death taxes payable as a result of my death, including any interest and penalties. In determining whether or not my probate estate is insufficient to pay the aforesaid amounts, the Trustee shall not require the personal representative of my probate estate to sell real estate or assets which do not have a readily realizable market value. The Trustee may rely upon written statements of the personal representative of my probate estate regarding such payments. Any such payments made by the Trustee shall be charged against the principal of the trust. In no event shall any asset not includable in my gross estate for federal estate tax purposes be used to make the foregoing payments.

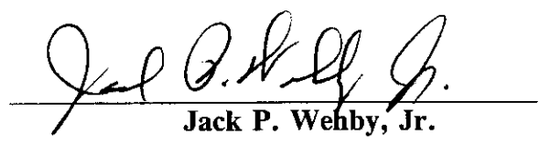
Notwithstanding any provision herein to the contrary, the following taxes shall be sought to be recovered by the Trustee and shall be apportioned against the applicable property or persons in possession thereof in the manner provided by applicable law: any generation skipping taxes; any additional tax imposed by Section 2032A of the Internal Revenue Code; and any tax attributable to the inclusion of property in my gross estate pursuant to Section 2044 of the Internal Revenue Code. In no event shall any asset comprising the marital bequest amount hereunder be utilized to make any payments under this Item.

ITEM V
TRUST PROVISIONS UPON GRANTOR'S DEATH

Upon the death of the Grantor, the Trustee shall administer the trust property, including any property which the Trustee may receive as a result of the Grantor's death, in accordance with the provisions of Items VI, VII, VIII and IX below, subject to the provisions of Item IV above.

ITEM VI
TANGIBLE PERSONAL PROPERTY

A. Specific Gifts. After I sign this Agreement, I may leave a letter or other written document either in my own handwriting or signed by me or both addressing the distribution of certain items of my tangible personal property. If I prepare this document I will keep it with this Agreement. If the Trustee finds this document, it is my desire that the wishes expressed in such document be carried out. All specific gifts under this Section or any document described above are contingent upon the item or items bequeathed forming a part of the trust estate and upon the recipient surviving me, unless expressly provided otherwise.



Jack P. Wehby, Jr.

B. General Gift. The Trustee shall distribute to my spouse, if my spouse survives me by five (5) days, all clothing, jewelry, personal effects, automobiles and all of my other tangible personal property forming a part of the trust estate, except for any items bequeathed above. If my spouse does not survive me by five (5) days, the Trustee shall distribute this property to my daughter, if my daughter survives me. If my daughter does not survive me, then the Trustee, exercising an absolute discretion, shall select any items that are appropriate for my grandchildren to have (after taking into account their respective wishes), those items shall then be distributed to the grandchildren (or if either grandchild is under age eighteen, then the items shall be distributed to an adult chosen by the Trustee whose receipt shall constitute delivery of this bequest), and the Trustee shall sell all other personalty and add the proceeds to the residuary trust estate.

ITEM VII
SPECIFIC DEVISE OF RESIDENCE

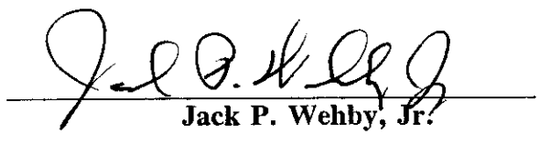
The Trustee shall distribute to my spouse, if my spouse survives me by thirty (30) days, the improved real estate that my spouse and I occupy as our principal residence at my death, outright and free of trust. If my spouse does not survive me by thirty (30) days, then this bequest shall lapse and the residence shall be distributed in accordance with Items VIII and IX below.

ITEM VIII
MARITAL BEQUEST IN TRUST

If my spouse survives me, the Trustee shall distribute to the Trustee, in trust, the smallest pecuniary amount necessary to reduce my federal estate tax to zero or to the lowest possible amount. If my spouse does not survive me, this bequest shall lapse and be distributed as a part of my residuary trust estate. For purposes of this Item, if my spouse and I die under circumstances under which the order of our deaths cannot be determined, then it shall be presumed that she survived me.

1. Mandatory Payment of Trust Income to Spouse. For as long as my spouse lives, the Trustee shall pay to my spouse all the income of the trust, payable in regular installments at least annually. Upon my spouse's death any accrued but unpaid income of the trust shall be paid to my spouse's estate.

2. Mandatory Payment of Trust Principal. In any year in which the trust income paid in cash to my spouse is less than $125,000.00, the Trustee shall pay to my spouse any amounts of the trust principal, in addition to the trust income paid to my spouse, that is necessary for my spouse to receive a cumulative yearly installment of trust principal and income



Jack P. Wehby, Jr.

not less than $125,000.00. The Trustee shall adjust this $125,000.00 minimum yearly installment on an annual basis, beginning with the year of my death, to reflect any increases (but not decreases) in the consumer price index (all urban consumers: all items: 1982-84 = 100).

3. **Discretionary Payment of Trust Principal to Spouse.** For as long as my spouse lives, the Trustee shall pay to my spouse any amounts of the principal of the trust, payable at any time and from time to time, which the Trustee, in the Trustee's reasonable discretion, determines necessary for the health, support or maintenance of my spouse. For this purpose, I consider appropriate expenditures for "health, support or maintenance" to include: utilities, maintenance, insurance, taxes and repairs on my spouse's residence; an allowance for food, clothing and miscellaneous expenses sufficient to maintain my spouse in the manner in which she is accustomed; funds for the purchase and maintenance of a suitable automobile; and premiums for hospitalization and major medical insurance.

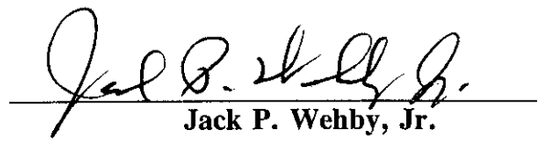
4. **Payment of Spouse's Death Taxes from Trust.** Upon my spouse's death, the Trustee shall pay, or make provision for the payment of, all federal estate tax and state inheritance or estate taxes imposed by reason of the inclusion of any assets comprising this trust in my spouse's estate for purposes of these taxes (unless my spouse has specifically directed in my spouse's will that these taxes be paid from some other source).

5. **Termination of Trust at Spouse's Death.** The trust shall terminate upon the death of my spouse. Upon termination, the Trustee shall, after the payment or provision for payment of any taxes as provided above, distribute the remaining principal assets of the trust to the Trustee of the trust established in the succeeding Item of this Agreement for administration or other disposition in accordance with the provisions of that Item.

ITEM IX
RESIDUARY TRUST ESTATE

The Trustee shall hold, administer and distribute all the rest of the property forming the trust estate in accordance with the remaining provisions of this Item.

1. **Outright to Daughter if Daughter Survives Me; Provisions for Grandchildren if Daughter Does Not Survive Me.** The Trustee shall distribute the assets of the trust to my daughter outright and free of trust, if she survives me. If my daughter does not survive me, the Trustee shall divide the assets of the trust into equal shares for my grandchildren then living and grandchildren who left descendants then living. Each share for a grandchild or descendant who is age 30 or older shall be distributed to the grandchild or descendant outright and free of trust. Each share for a grandchild or descendant who is under age 30 shall be held in trust by the Trustee as a separate trust for the grandchild or descendant (the "beneficiary")



Jack P. Wehby, Jr.

until the beneficiary attains age 30. The Trustee shall pay to the beneficiary, until age 30 is attained, any amounts of income and principal of the trust, payable at any time and from time to time, which the Trustee, in the Trustee's reasonable discretion, determines necessary for the beneficiary's health, education, support or maintenance. If the beneficiary should die prior to attaining age 30, then the assets of the beneficiary's trust shall first be utilized to pay the expenses of the proper funeral and burial of the beneficiary's body, as the Trustee, exercising an unlimited discretion, considers appropriate, then all remaining assets held by the Trustee for the beneficiary shall be distributed to the then-living descendants of the beneficiary, but if the beneficiary leaves no descendants then-living, then the remaining trust assets shall be distributed by the Trustee to those persons and in such manner as such assets would have otherwise been disposed of under the provisions of this Item of this Will.

2. **Allocation Provisions**. It is my hope and wish that, to the greatest extent possible, but always subject to the provisions of Section L of Item XI, the Trustee allocate to the assets passing under this Item IX all ownership interest owned by the Trustee or forming part of the trust estate in and to Wehby Logistics, LLC, and the Brick Church-Wehby Partners Joint Venture, or any successor entities to these businesses.

ITEM X
TRUSTEE

I, Jack P. Wehby, Jr., shall serve as the original Trustee of this trust. During my lifetime, I may resign as Trustee, appoint a successor Trustee, remove any Trustee, replace any Trustee or take any other action I desire regarding any Trustee or successor Trustee, all by written instrument to such effect. If at any time during my life I become incompetent to manage my affairs, then I shall be deemed to have resigned as Trustee.

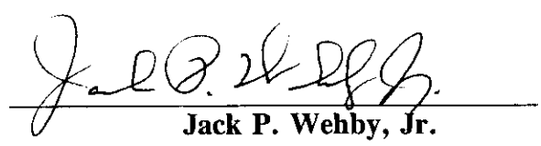
Upon my death or resignation, I appoint the following persons to serve as the Trustee of all trusts created herein, with such persons to act successively, in the order named:

1. My wife, Gloria Jett Wehby and my daughter, Catherine Sultana Wehby Lewis, acting jointly, but if either one of them cannot serve for any reason, then the other one of them shall serve alone.

2. Vic Alexander.

I direct that no bond be required of any Trustee.

If for any reason my wife and my daughter are serving together as Trustees and cannot agree on any particular decision, then I appoint Vic Alexander to make the decision on behalf of my trust, which decision shall be binding upon my Trustees and my trust.



Jack P. Wehby, Jr.

Any person serving as Trustee hereunder will render valuable services for which payment of a reasonable fee will be deserved. I do not want any individual Trustee to be required to seek approval of a fee from any Court or beneficiary of a trust hereunder. Accordingly, I authorize any individual person serving as Trustee to receive and be paid a fee equal to one-half (1/2) of the fee that would be charged by First American National Bank, Nashville, Tennessee, in accordance with its fee schedule in effect at the time the fee is charged.

ITEM XI
ADMINISTRATIVE PROVISIONS

A. Powers of Trustee. In addition to, and without in any way limiting the powers conferred by law, the Trustee shall have with respect to any and all property at any time constituting a part of any trust estate hereunder the following rights, powers, authority and discretion, all of which shall survive the termination of the trust to the extent required to complete the Trustee's obligations hereunder:

1. To retain all or any part of the property transferred to the Trustee regardless of any lack of diversification, risk or non-productivity.

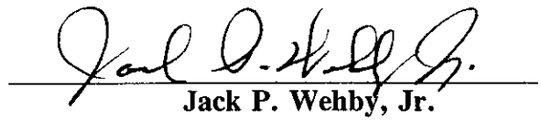
2. To invest and reinvest all or any part of any trust estate in such stocks, bonds, other securities or other property, real or personal, as the Trustee may deem advisable and proper, without regard to any law or rule of court limiting the property which a trustee may exchange or purchase.

3. To sell or exchange at any time all or any part of any trust estate at such time, upon such terms, in such amount and at such price as shall seem advisable and proper to the Trustee and to execute good and sufficient assignments, deeds, bills of sale and other instruments of transfer thereon.

4. To execute leases and subleases with respect to any real estate forming a part of any trust estate for any term notwithstanding the duration of any trust hereunder.

5. To borrow money and to mortgage or pledge any portion or asset of any trust estate.

6. To take any action with respect to conserving or realizing upon the value of any trust estate; to take any action with respect to foreclosures, reorganizations or other changes affecting any trust estate; to collect, pay, contest, compromise or abandon demands of or against



Jack P. Wehby, Jr.

any asset comprising any trust estate wherever situated or against the Trustee; and to execute contracts, notes, conveyances and other instruments.

7. To keep any property in bearer form or in the name of a nominee with or without disclosure of any fiduciary relationship.

8. To exercise any subscription right in connection with any security constituting a part of any trust estate.

9. To vote in person or by proxy any share of stock constituting a part of any trust estate.

10. To employ agents, attorneys, auditors, depositaries and proxies, with or without discretionary powers.

11. To appoint other persons as additional authorized signatories with respect to bank accounts owned by the trust and to authorize other persons to effect transactions in brokerage or other accounts owned by the trust.

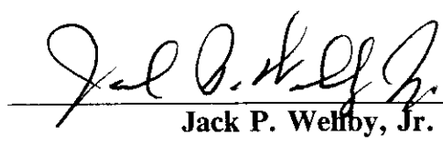
12. To compromise any claim existing in favor of or made against any trust hereunder.

13. To deduct, retain, expend and pay out of any funds belonging to any trust hereunder any and all necessary and proper expenses in connection with the operation and conduct of any trust, including reimbursement of the Trustee for all reasonable expenses incurred, and to pay all taxes and other legal assessments, debts, claims or charges which at any time may be due and owing by, or which may exist against, any trust hereunder.

14. To determine the mental or physical incapacity of the Grantor or any beneficiary or fiduciary hereunder, and, in making such determination, the Trustee (or any successor Trustee) is authorized to rely upon the written statement of the attending physician to such person alleged to be mentally or physically incapacitated.

15. To act at any time and in any jurisdiction without bond or other security to ensure the faithful performance of the Trustee's fiduciary duties, bond being expressly waived.

16. No person dealing with the Trustee in the capacity of purchaser, agent, lender, lessor, lessee or contractant shall be bound to inquire into the capacity to act on the part of the Trustee or into the authority for or propriety of any act thereof or to see to the application or disposition of any money or other property paid, delivered or loaned to the Trustee.



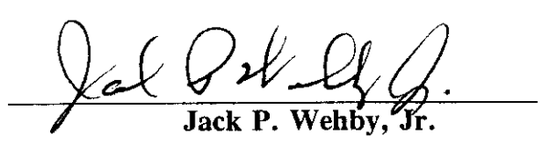
Jack P. Welby, Jr.

17. The Trustee may, within the Trustee's reasonable discretion, purchase assets from the estate of the Grantor at fair market value. The Trustee shall incur no liability as a result of such purchase or purchases whether or not such assets constitute investments which may be legally made by the Trustee. The Trustee may also, in the Trustee's reasonable discretion, make loans to the estate of the Grantor upon commercially reasonable terms and conditions. The Trustee shall incur no liability as a result of such loans.

18. I grant to the Trustee the power and authority to appoint and remove a resident fiduciary to serve with the Trustee if applicable law so requires.

19. Notwithstanding any provision herein to the contrary, no Trustee shall make a discretionary distribution of income or principal from any trust under this Agreement if such distribution will be to or for the benefit of such Trustee (or any person to whom the powers of a Trustee are imputed) as a beneficiary unless such discretionary distribution is subject to an ascertainable standard, nor shall any Trustee make a discretionary distribution of income or principal from any trust under this Agreement to a person other than the Trustee if such distribution will discharge or satisfy a legal duty of support or similar obligation the Trustee (or any person to whom the powers of a Trustee are imputed) owes to that other person. In either such event, any decision regarding such a distribution shall be referred to the other Trustee then serving, if any, for sole determination, and if there is not another Trustee then serving or if such other Trustee is similarly disqualified, then such decision shall be referred to the next successor Trustee appointed hereunder, if any, and if such successor Trustee would be similarly disqualified, then to the next successor Trustee, if any, and so on. If no Trustee or successor Trustee is qualified to so act, then the acting Trustee may petition the Court having jurisdiction over the trust or the acting Trustee may appoint a person or corporation who is independent of, and not related or subordinate to, the Trustee disqualified hereunder, as special advisor to the trust, all for the purpose of making an appropriate determination regarding the distribution in question.

20. In addition to any powers and other related administrative provisions granted or contained elsewhere in this Agreement, the Trustee, in the exercise of a reasonable discretion with respect to all property, real and personal, at any time forming a part of any trust hereunder, may exercise any and all of the powers set forth in Tennessee Code Annotated Section 35-50-110, to the extent applicable, all of which provisions and powers are incorporated herein by reference (as set out in said statute on the date of the execution of this Agreement), even if said statute be amended or repealed hereafter and even if any trust hereunder is administered in a state other than Tennessee or any Trustee hereunder is a citizen or resident of a state other than Tennessee. In all events, the laws of the State of Tennessee shall govern this Agreement.



Jack P. Wehby, Jr.

B. Real Property. The Trustee shall have the same power over the title to real property as an absolute owner would have, including but not limited to the power to sell, mortgage, lease or otherwise convey any interest in any real estate without the joinder, consent or approval of any heir, legatee, beneficiary, court or other person, provided that in exercising such power the Trustee shall be acting in a fiduciary, not an individual, capacity.

C. Rule Against Perpetuities. Anything in this Agreement to the contrary notwithstanding, all trusts created hereunder (or pursuant to a power of appointment granted hereunder) shall terminate one day prior to the expiration of the permissible period under the relevant application of the rule against perpetuities, if any; and upon such termination, all the assets thereof shall be distributed absolutely to those persons (and in the same proportions) as are then receiving or entitled to receive the income therefrom.

D. Distribution to a Minor or Incapacitated Beneficiary. During the minority or incapacity of any beneficiary to whom income or principal is payable under this Agreement, the Trustee, exercising a reasonable discretion, may make distribution in any one or more of the following ways: (a) directly to such beneficiary such amount as the Trustee may deem advisable as an allowance; (b) to the guardian, conservator or limited guardian (other than the Trustee) of the person or of the property of such beneficiary; (c) to a custodian (other than the Trustee) under the Uniform Transfers to Minors Act, including a custodian selected by the Trustee; (d) to a relative (other than the Trustee) of such beneficiary upon the agreement of such relative to expend such income or principal solely for the benefit of the beneficiary; or (e) by expending such income or principal directly for such beneficiary. The Trustee shall have the power, in the Trustee's reasonable discretion, to determine whether a beneficiary is incapacitated, and the Trustee's determination in such regard shall be conclusive.

E. Spendthrift Provision. Neither the income nor principal of any trust herein created, or any share thereof, shall be pledged, assigned, transferred, sold or in any manner whatsoever accelerated, anticipated or encumbered by any beneficiary, nor shall any income or principal of any trust estate hereunder be in any manner subject to or liable in the hands of the Trustee for the debts, contracts or engagements of any beneficiary, including but not limited to claims for alimony or support for a spouse, or be subject to any assignment or any other voluntary or involuntary alienation or disposition whatsoever; but in all distribution of income or principal, the same shall be paid only to the beneficiary entitled, upon receipt of the beneficiary, or to others for his or her benefit as herein provided.

F. Early Termination of Small Trusts. After the death of the Grantor and after the death of the Grantor's spouse, the Trustee may, in the Trustee's reasonable discretion, terminate any trust created in this Agreement when, in the Trustee's determination, the principal amount in trust does not warrant the cost of continuing said trust, or its administration would

Jack P. Wehby, Jr.

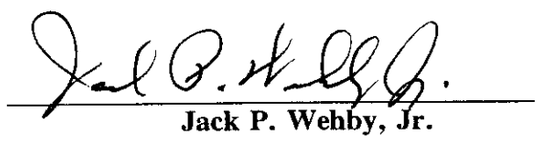
be otherwise impractical, and outright distribution of the assets because of such early termination of the trust is necessary for the health, education, support or maintenance of the recipient or recipients of the assets upon early termination. Upon such termination, the Trustee shall pay over the principal and undistributed income of such trust to the beneficiary or beneficiaries to whom income payments could be made under such trust immediately prior to its termination under this Section, with the distribution to any beneficiary under age 25 to be distributed to an adult selected by the Trustee (other than the Trustee) as custodian for such beneficiary under the Uniform Transfers to Minors Act.

G. Continuation of Trust. After the death of the Grantor and after the death of the Grantor's spouse, if, at the time of any mandatory distribution from any trust created in this Agreement, the Trustee, exercising a reasonable discretion, determines it necessary for the health, education, support or maintenance of the beneficiary of the mandatory distribution because of some physical or mental incapacity, or because the beneficiary is addicted to a drug or alcohol, or other good cause, to continue the amount distributable to the beneficiary in trust, the Trustee may continue to hold the amount in trust for a period determined by the Trustee. While the trust continues, the Trustee shall pay to the beneficiary some or all of the income or principal as the Trustee reasonably determines necessary for the health, education, support or maintenance of the beneficiary and, on the beneficiary's death, the Trustee shall pay from the assets of the trust any and all reasonable expenses of the proper funeral and burial of the beneficiary's body, as the Trustee, exercising an absolute discretion, considers appropriate, and all remaining assets shall be distributed by the Trustee as provided in Item VIII hereof had such beneficiary died prematurely.

H. Reports of Trustee. I excuse the Trustee from making any accounting or report to any court or person regarding the administration of any trust herein created, but the Trustee shall furnish to each current or permissible income beneficiary of each trust (or to the parent or guardian of any minor beneficiary) a statement showing the receipts, disbursements and the estimated net value of the trust, on an annual or more frequent basis.

I. Removal of Trustee. A majority of the beneficiaries then receiving or entitled to receive income of any trust shall have the right to remove any corporate Trustee, if any, of that trust, but not any natural person serving as Trustee. If removal occurs, the successor Trustee designated in the preceding Item of this Agreement shall serve as Trustee, but if no successor Trustee is designated or able to serve, then a majority of such beneficiaries shall appoint a successor Trustee.

The successor Trustee so chosen by the beneficiaries must be independent of, and not related or subordinate to, the person or persons exercising this removal and replacement power. The successor Trustee must be a trust company or bank or other financial institution



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having trust powers and trust assets under management of not less than One Hundred Million ($100,000,000.00) Dollars. The successor Trustee does not have to reside or be located in Tennessee.

This right of removal shall be continuing and shall be exercised by serving the acting Trustee so removed, the next successor Trustee, if any, and all beneficiaries then receiving or entitled to receive income from the trust with written notice of the Trustee's removal. As soon as practicable thereafter, the Trustee so removed shall deliver all assets then held to the Trustee's successor. The Trustee so removed shall then have full acquittance for all assets so delivered (subject to judicial settlement of the accounts of the Trustee so removed if requested by the person or persons exercising this removal and replacement power or by the successor Trustee). A parent or legal guardian or closest adult next of kin (other than the Grantor's spouse) for any minor beneficiary shall act on behalf of any minor concerning removal of a Trustee. The successor Trustee shall have all powers and authority herein conferred on the Trustee so removed, and bond is excused.

J. Resignation of Trustee. Any Trustee may resign upon thirty (30) days' written notice to the beneficiaries then receiving or entitled to receive income of the trust and to the next successor Trustee hereunder, if any. If resignation occurs, the successor Trustee designated in the preceding Item of this Agreement shall serve, but if no successor Trustee is designated or able to serve, the Trustee's successor shall be appointed by a majority of such beneficiaries.

The successor Trustee so chosen by the beneficiaries must be independent of, and not related or subordinate to, the person or persons exercising this replacement power. If the beneficiaries fail to appoint a successor Trustee within this thirty (30) day period, the Trustee may petition the court having jurisdiction over the trust for the appointment of a successor Trustee. The successor Trustee must be a trust company or bank or other financial institution having trust powers and trust assets under management of not less than One Hundred Million ($100,000,000.00) Dollars. The successor Trustee does not have to reside or be located in Tennessee.

Upon appointment of the successor Trustee, the resigning Trustee shall deliver all assets then held to the successor Trustee. The resigning Trustee shall then have full acquittance for all assets so delivered (subject to judicial settlement of the accounts of the resigning Trustee if requested by the person or person exercising this replacement power or by the successor Trustee). A parent or legal guardian or closest adult next of kin (other than the Grantor's spouse) for any minor beneficiary shall act on behalf of the minor concerning appointment of any successor Trustee. The successor Trustee shall have all powers and authority herein conferred on the Trustee so replaced, and bond is excused.

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K. References to Internal Revenue Code. All references in this Agreement to the Internal Revenue Code refer to the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any subsequent federal tax law. All references in this Agreement to the federal estate tax, the unified credit, the state death tax credit, the gross estate, the marital deduction, the charitable deduction and qualified terminable interest property or to related terms refer to those terms as defined within the estate tax provisions of the Internal Revenue Code. All references in this Agreement to the generation skipping tax or generation skipping transfer or to related terms refer to those terms as defined within the generation skipping tax provisions of the Internal Revenue Code.

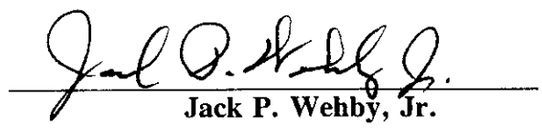
L. Marital Deduction Provisions.

In determining the marital bequest amount, it is my objective that my estate fully utilize the maximum amount of unified credit for federal estate tax purposes available in the year of my death and that the marital bequest not be any greater than is necessary to accomplish this objective. However, the state death tax credit shall only be used to the extent its use will not result in an increase, or the imposition, of Tennessee inheritance tax. The marital bequest amount shall be determined and satisfied based on federal estate tax values as finally allowed. The marital bequest amount shall be satisfied only with assets that qualify for the marital deduction and only with assets that fairly reflect the net appreciation or depreciation in the value of all eligible assets from the date of death to the date of funding.

It is my intention that, if my Executor or Trustee so elects, the marital bequest in Item VIII shall fully qualify for the marital deductions for federal estate tax and Tennessee inheritance tax purposes; accordingly, all provisions of this Agreement shall be interpreted and limited so as to carry out this intention. Any provision of this Agreement which cannot be so interpreted or limited or which is inconsistent with such intention shall be void. No power or discretion granted to the Trustee shall be exercised or exercisable in a manner inconsistent with the foregoing.

The marital bequest shall carry with it (as income, not principal) its proportionate share of the income earned from the date of my death to the date the marital bequest is funded.

My spouse shall have the right, power and authority to direct the Trustee either to make any unproductive property in the marital bequest productive or to convert such unproductive property to productive property, and the powers granted the Trustee in Tennessee Code Annotated Section 35-50-110 (18) & (19) are amended accordingly.



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My Executor or Trustee may make or refrain from making the elections under Section 2056(b)(7) of the Internal Revenue Code and Tennessee Code Annotated Section 67-8-315 to treat all eligible property as qualified terminable interest property. I have prepared my estate plan with the assumption that such elections will be desirable. I recognize, however, that circumstances existing at the time of my death might cause the making of such elections to be imprudent. It is my desire that my Executor and Trustee review such circumstances as may exist at the time of my death and take such action with regard to such elections as are determined to be in the best interest of my family (but in considering such interests my spouse's interests, unless my spouse has remarried, shall be given preference). My Executor and Trustee shall have no liability to anyone with respect to a good faith decision in this regard.

I authorize my Executor and Trustee to make the election under Section 2056(b)(7) only with respect to the minimum amount of property necessary to reduce the federal estate tax on my estate to zero. Any partial election must be made and carried out in accordance with Section 2056(b)(7) and Regulation § 20.2056(b)-(7). Any partial election must be made with respect to a fractional or percentage share of the property so that the elective portion reflects its proportionate share of the increase or decrease in value of the entire property for purposes of applying Sections 2044 or 2519.

Notwithstanding any provision in this Agreement to the contrary, if my Executor or Trustee does not make the election under Section 2056(b)(7) of the Internal Revenue Code with respect to all of the marital bequest, then my Trustee shall set aside the portion for which no such election is made into a separate trust (the "Non-Qualifying Marital Trust") and the remaining portion shall be set aside in a separate trust (the "Qualifying Marital Trust"), both of which shall be administered in identical fashion in accordance with the provisions of Item VIII, except that any distributions of principal described in sections 2 and 3 of Item VIII and any taxes attributable to any trust required to be paid pursuant to section 4 of Item VIII shall be paid, first, from the Qualifying Marital Trust and, only after the Qualifying Marital Trust is exhausted, then from the Non-Qualifying Marital Trust.

I authorize my Executor and Trustee, exercising a reasonable discretion, to make the special election provided by Section 2652(a)(3) of the Internal Revenue Code, if applicable. If this special election is made, then I authorize and direct the Trustee to set aside the property or the fractional or other portion of the trust over which the special election is made into a separate trust or trusts, which shall be identical in all other respects to the original trust, except as provided in Section M below.

If my spouse or (to the extent permitted by applicable law) the personal representative of my spouse's estate disclaims, in whole or in part, any interest in or power over any property passing under Item VIII, then the property or portion to which the

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disclaimer of interest pertains shall be distributed by the Trustee in accordance with the provisions of Item IX of this Will, as if the disclaimed property were a part of the property passing under that Item from my date of death. Any disclaimer must comply with the requirements of the Internal Revenue Code and applicable state law. A disclaimer by my spouse under this provision shall not affect my spouse's rights under any other Item of this Agreement.

M. Generation Skipping Tax Provisions.

I authorize my Executor and Trustee, in exercising a reasonable discretion, to allocate any portion of my generation skipping tax exemption under Section 2631(a) of the Internal Revenue Code to any property as to which I am the transferor, including any property transferred by me during my lifetime as to which I did not make an allocation prior to my death and any property passing pursuant to this Agreement or outside of this Agreement at my death.

If any trust held under this Agreement would otherwise be partially exempt from generation skipping tax due to the intended allocation of my generation skipping tax exemption to it, then, before such allocation and as of the relevant valuation date under Section 2642 of the Internal Revenue Code with respect to such allocation, the Trustee is authorized to divide that trust into separate trusts of equal or unequal value which shall be identical in all other respects to the original trust (except as provided in this Section below), so that the allocation of my generation skipping tax exemption can be made to one or more trusts which will be entirely exempt from generation skipping tax. If property which is held in, or is to be added or allocated to, any trust pursuant to this Agreement is subject to different treatment for any reason for purposes of the generation skipping tax than other property being added or allocated to, or also held in, that trust, then the Trustee is authorized to (but need not) hold such property instead as a separate trust or trusts that is appropriately designated to distinguish it from the trust to which the property otherwise would have been allocated, but that is identical in all other respects to that trust, except as provided in this Section below. It is my intent that the Trustee shall not be required to create or administer any trust hereunder that is only partially exempt from generation skipping taxes, or to commingle property subject to different treatment for generation skipping tax purposes.

To the extent possible, I direct the Trustee, in making discretionary distributions of income and principal or payments of taxes of any kind from any separate trusts referred to above, to take advantage of the opportunities provided by the creation of such separate trusts to avoid or delay generation skipping tax when making discretionary distributions.

If any beneficiary of any trust hereunder should die while a trust or trust share is in existence hereunder for such beneficiary, and if upon such death the deceased beneficiary's trust or trust share would pass to or for a beneficiary whose receipt of the property would be

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a generation skipping transfer and there would be a generation skipping tax payable thereon, then such deceased beneficiary is hereby granted the power of appointment described below, exercisable only by specific reference hereto in such deceased beneficiary's will, over all assets in such deceased beneficiary's trust or trust share remaining at his or her death. Such deceased beneficiary may exercise this general power of appointment only in favor of the creditors of his or her estate. If the Trustee does not receive written notice that a will of the beneficiary exercising this power has been probated or offered for probate within six (6) months after the date of his or her death, the Trustee shall conclusively presume that the power was not exercised, and all property subject to the power of appointment shall pass as otherwise provided herein in the absence of this provision. If the giftover provisions of the preceding sentence apply, the transfer of the deceased beneficiary's trust or trust share may cause the deceased beneficiary's estate to be taxed on the value of such transferred property but the deceased's beneficiary's estate may not have the assets with which to pay the taxes thereon. In such event, I direct the Trustee, within the applicable time allotted by law for the payment of estate, inheritance and death taxes on the deceased beneficiary's estate, to pay the appropriate taxing authorities, but not the deceased beneficiary's personal representative or estate, for crediting against the taxes to be paid by the deceased beneficiary's estate, an amount equal to the difference between such taxes as are actually due and payable and the amount of such taxes which would be due and payable in the absence of the inclusion for purposes of such taxes of the principal and any other undistributed income of the trust or trust share.

O. S Corporation Stock. I intend that any trust created by this Agreement after my death be eligible for treatment as a qualified Subchapter S trust under Section 1631(d) of the Internal Revenue Code during any period in which any such trust owns stock in an S corporation, and all provisions of this Agreement shall be interpreted in accordance with this intention. The Trustee shall have the power to amend this Agreement, with approval of the appropriate court, for the purpose of allowing any trust hereunder to qualify as a qualified Subchapter S trust. Notwithstanding any other provision in this Agreement, with respect to any trust created by this Agreement after my death:

1. During the life of the current income beneficiary, there shall be only one current income beneficiary of the trust within the meaning of Section 1361(d)(3)(A) of the Internal Revenue Code, and the Trustee shall have the authority to divide any trust having more than one current income beneficiary into separate trusts for each such beneficiary.

2. During the life of the current income beneficiary, distributions of income or principal from the trust shall be made only to the current income beneficiary within the meaning of Section 1361(d)(3)(A) of the Internal Revenue Code.

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3. The income interest of the current income beneficiary in the trust will terminate on the earlier of the death of the current income beneficiary or the termination of the trust.

4. If the trust terminates during the life of the current income beneficiary, all remaining assets of the trust, including any accumulated and undistributed income, shall be distributed to the current income beneficiary.

5. All the income of the trust as defined in Section 643(b) of the Internal Revenue Code and provided by local law then in effect under the laws of Tennessee shall be distributed currently to the current income beneficiary (within the meaning of Section 1361(d)(3)(B) of the Internal Revenue Code). Furthermore, any income that is accrued, accumulated, or undistributed on the death of the current income beneficiary shall be distributed in a manner permitted by Section 1361(d)(3)(B) of the Internal Revenue Code. In any case where there is a doubt as to the proper allocation under applicable law and the terms of this instrument of S corporation distributions with respect to stock (including, without limitation, the allocation of proceeds from stock redemption), all reasonable doubts shall be resolved in favor of the current income beneficiary.

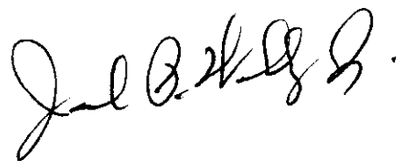
6. The Trustee is authorized to divide any trust into separate trusts of equal or unequal value so that all S Corporation stock can be held in a separate trust from all other assets in the trust, which trusts shall be identical to the original trust, except that the separate trust for the S Corporation stock shall be different from the original trust as provided above.

P. References to Trustee. For convenience, the trustee or trustees named in this Agreement (including any successors) are referred to in the singular, regardless of the actual number of those named herein.

Q. 90 Day Survivorship Required. Except as provided in Section A of Item I in regard to my spouse, if any person (other than my spouse) receiving a bequest, distribution of assets or interest in any trust, dies no later than ninety (90) days after my death or the death of any other person upon whose death that person becomes a taker under this Agreement, then that person will be deemed to have predeceased me or such other person.

R. Distribution to Descendants. Unless specifically provided otherwise herein, references to descendants shall include natural-born and adopted descendants. Distribution to the descendants of any deceased person under this Agreement shall be **per stirpes**.

S. Captions. The captions and headings of this Agreement are for convenience only and shall not define or limit the provisions contained herein.



ITEM XII
REVOCABILITY OF TRUST

I reserve the power, by signed instruments (other than a will or codicil) delivered to the Trustee during my life, to revoke this Agreement and any trust hereunder, in whole or in part, and to amend this Agreement and any trust hereunder from time to time in any respect. The power to amend or revoke is personal to me and may not be exercised by any person acting as my attorney-in-fact pursuant to a power of attorney. Upon my death, this Agreement and all trusts hereunder shall become irrevocable.

ITEM XIII
ACCEPTANCE OF TRUST

The Trustee hereby accepts and agrees to the trust herein created, acknowledges receipt of the property described in Schedule A hereto and covenants that the Trustee shall faithfully discharge the Trustee's fiduciary duties hereunder.

IN WITNESS WHEREOF, the Grantor and the Trustee have hereunto subscribed their respective names to this Agreement, consisting of this and the preceding sixteen (16) typewritten pages, and for the purpose of identification, the Grantor has signed or initialled each page on this the 11 day of August, 1997, at Nashville, Tennessee.

GRANTOR

Jack P. Wehby, Jr.

TRUSTEE

Jack P. Wehby, Jr.

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 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 purposes therein contained.

WITNESS my hand and official seal, at office, this the 11th day of August, 1997.

JULIA C. HUNT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

Julia C. Hunt
Notary Public

My Commission Expires: _____

My Commission Expires MAY. 27, 2001

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 Jack P. Wehby, Jr., 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 purposes therein contained.

WITNESS my hand and official seal, at office, this the 11th day of August, 1997.

JULIA C. HUNT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

Julia C. Hunt
Notary Public

My Commission Expires: _____

My Commission Expires MAY. 27, 2001

THIS AGREEMENT PREPARED BY:

GULLETT, SANFORD, ROBINSON & MARTIN, PLLC
230 Fourth Avenue North, Third Floor
P. O. Box 198888
Nashville, Tennessee 37219-8888
(615) 244-4994

SCHEDULE A

Description of Property	Date Given to Trust	Trustee's Initials
1.		