THIS INSTRUMENT PREPARED BY: **Hugh W. Entrekin** **TUNE, ENTREKIN & WHITE, P.C.** Suite 1700, AmSouth Center 315 Deaderick Street Nashville, Tennessee 37238 (615) 244-2770	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration for this transfer is $0.00 AFFIANT Subscribed and sworn to before me this day of March, 2007. NOTARY PUBLIC My Commission Expires: 1/24/10

Address New Owners as Follows:	**Send Tax Bills To:**	**Map-Parcel Number:**
Five Star Investments, L.P. c/o Bill Knestrick PO Box 40547 Nashville, TN 37204	SAME	Map 93-8 Parcel 31

APPOINTMENT OF SUBSITUTE TRUSTEE, TERMINATION OF LAND TRUST
And QUITCLAIM DEED

Five Star Investments, L.P., ("Beneficiary"), a Tennessee limited partnership, formerly known as Five Star Investments, Ltd. and before that as Tennessee Properties, Ltd., is the beneficiary of that certain Land Trust Agreement dated as of March 2, 1989 (the "Trust") pursuant to which Ervin M. Entrekin held title as trustee on behalf of Beneficiary of certain real property generally known as 1001 S. 6th Street, Nashville, TN and being the same property conveyed to Ervin M. Entrekin, Trustee by deed of record in Book 5907, Page 711, Register's Office for Davidson County, Tennessee (the "Property'). The Trust is attached hereto as Exhibit A and the legal description of the Property is attached hereto as Exhibit B.

Pursuant to the Trust in paragraph 5, Beneficiary retained the right to name a successor trustee under the Trust. Ervin M. Entrekin is deceased and Beneficiary hereby exercises its right to name a successor trustee and hereby names Star Properties, Inc. as successor trustee under the Trust.

Further, pursuant to paragraph 4 of the Trust, Beneficiary retained the right to terminate the Trust at anytime by so directing the Trustee to quitclaim the Property to it. Beneficiary hereby exercises said right and terminates the trust.

Davidson County DEEDQC
Recvd: 03/30/07 15:17 9 pgs
Fees:47.00 Taxes:0.00
20070330-0038463

Therefore, Star Properties, Inc., a Tennessee corporation, acting as successor trustee to Ervin M. Entrekin, Trustee, does hereby quitclaim, transfer and convey to Five Star Investments, L.P., a Tennessee limited partnership, the real property described on Exhibit B attached hereto.

Being the same property conveyed to Ervin M. Entrekin, Trustee by deed from Walter Knestrick and Anne Knestrick of record in Book 5907, Page 711, Register's Office for Davidson County, Tennessee.

Five Star Investments, L.P., a Tennessee limited partnership was originally formed as Tennessee Properties, Ltd. by Certificate of Limited Partnership of record in Book 5904, Page 216, Register's Office for Davidson County, Tennessee. Said certificate was amended to change the name of the partnership to Five Star Investments, Ltd. by First Amendment to Certificate of Limited Partnership of record in Book 7808, Page 316, said Register's Office and said certificate was restated by Restated Certificate of Limited Partnership of record in Book 7808, Page 309, said Register's Office. Pursuant to the Tennessee Revised Limited Partnership Act, the partnership filed a Certificate of Limited Partnership for Five Star Investments, L.P. with the Tennessee Secretary of State's office on March 12, 1990 to elect to be governed under such act and to change its name to Five Star Investments, L.P. Said certificate is of record in Book 8068, Page 231, said Register's Office. The certificate of limited partnership was subsequently amended by First Amendment filed on September 28, 1993 in the Tennessee Secretary of State's office to name Star Properties, Inc. as its sole general partner. Said First Amendment is of record in Book 9178, Page 746, said Register's Office.

This is unimproved property generally known as 1001 S. Crutcher Street, Nashville, TN

IN WITNESS WHEREOF, the undersigned have executed this instrument for the purposes therein contained as of this 8th, day of March, 2007.

Five Star Investments, L.P.
By: Star Properties, Inc.

By: _____
William E. Knestrick, President

Star Properties, Inc.

By: _____
William E. Knestrick, President

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 **William E. Knestrick,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he is the President of Star Properties, Inc. a Tennessee corporation, the sole general partner of **Five Star Investments, L.P.** the bargainor, and that he executed the within instrument for the purposes therein contained by signing his name as President of such general partner.

WITNESS my hand and official seal at Nashville, Tennessee, on this 8th day of March, 2006.

NOTARY PUBLIC

KRIS L. COX
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.
My Commission Expires JAN. 24, 2010

My commission expires: 1/24/10

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 **William E. Knestrick,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he is the President of Star Properties, Inc., a Tennessee corporation, the bargainor, and that he executed the within instrument for the purposes therein contained by signing his name as President of such general partner.

WITNESS my hand and official seal at Nashville, Tennessee, on this 8th day of March, 2006.

NOTARY PUBLIC

KRIS L. COX
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.
My Commission Expires JAN. 24, 2010

My commission expires: 1/24/10

LAND TRUST AGREEMENT

THIS TRUST AGREEMENT entered into as of the 2nd day of March, 1989 by and between **Five Star Investments, Ltd.** formerly known as **Tennessee Properties, Ltd.** hereinafter referred to as either "Trustor" and/or "Beneficiary"), and **ERVIN M. ENTREKIN,** hereinafter referred to as "Trustee".

W I T N E S S E T H :

WHEREAS, Beneficiary has previously directed Trustee to acquire title to certain real property generally known as 1001 S. 6th Street, Nashville, Tennessee and described in Exhibit "A" attached hereto (the "Property") and Beneficiary has further directed and authorized Trustee to hold the same for convenience of title, subject to the terms and conditions of this Agreement;

WHEREAS, Trustee holds title to the Property pursuant to deed of record in Book 5907, Page 711, Register's Office for Davidson County, Tennessee and the parties have misplaced the original Land Trust Agreement evidencing the trust relationship and beneficial ownership of the Property and desire to enter into this Trust Agreement to evidence same;

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. **Appointment and Acceptance of Trust**. The Trustee named herein, and all successor trustees appointed pursuant to the terms and conditions hereof, shall hold the Property for the benefit of the Beneficiary and Trustee hereby agrees to hold title to the Property for the benefit of Beneficiary pursuant to the terms and conditions hereof.

2. **Rights and Interest of Beneficiary**. The interest of the Beneficiary hereunder shall consist of the power to deal with, manage and control the Property as hereinafter provided, coupled with the right to receive the proceeds from any rental of the Property and from any mortgages, sales or other disposition thereof. The Beneficiary shall manage the Property and control the management, maintenance, leasing and selling thereof, and the Beneficiary or its agent shall collect and manage the rents, earnings and

proceeds thereof. The Beneficiary shall have no authority to contract for, or in the name of, the Trustee, or to bind the Trustee personally.

3. **Duties and Reimbursement of Trustee**. The Trustee shall not expend any funds, pay taxes or insurance premiums, or otherwise manage said Property, but shall only hold title to said Property for the benefit of the Beneficiary. Upon instruction from Beneficiary, Trustee agrees to take such other and further action with respect to the Property as may be directed in writing by Beneficiary. The Beneficiary shall indemnify and hold the Trustee harmless from any liability whatsoever arising or which might arise directly or indirectly from his acting as such Trustee under the terms of this instrument, including but not limited to, payment of attorneys' fees and other expenses incurred in defending himself against such liability. In the event that the Trustee shall pay or make any advance of money on account of its holding legal title to the Property, or otherwise in connection with this Agreement, whether relating to the management and control of the Property or on account of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, or in the event that the Trustee shall be made a party to any litigation or other legal proceeding on account of his holding legal title to the Property, or otherwise in connection with this Agreement, the Beneficiary agrees to reimburse the Trustee for all such payments, advancements or other disbursements, together with his expenses, including reasonable attorneys' fees. The Beneficiary agrees that the Trustee shall not be called upon to convey or otherwise deal with the Property until all of said payments, advancements, disbursements and expenses shall have been fully paid. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as requiring the Trustee to pay or advance any money on account of its holding a conditional legal estate to the Property, or otherwise in connection with this Agreement, or to prosecute or defend any litigation or other legal proceeding involving the Property or this Agreement unless it shall have been furnished with funds sufficient therefore or be satisfactorily indemnified with respect thereto.

4. **Powers of Trustee and Beneficiary**. Beneficiary shall not be required to execute contracts, deeds, or other instruments which must be signed by the holder of the legal title to the Property. The Trustee shall sign deeds, leases, plats, trust deeds and

other instruments which must be signed by the holder of the legal title upon receipt of written or oral authorization from Beneficiary. No person dealing with the Trustee or accepting a deed or other executed document from the Trustee shall be responsible for inquiring into his disposition of proceeds or whether or not he has obtained the necessary authorization. The Trustee shall not be required to enter into any personal obligation or assume any personal liability in dealing with the Property or to deal in any manner with the title to the Property so long as the Trustee is due any reimbursement hereunder. The Trustee shall not be required to inquire into the propriety of any direction given to him by the Beneficiary. Upon direction of the Beneficiary, Trustee shall convey the Property by quitclaim deed to Beneficiary and this Trust shall terminate.

5. **Successor Trustee**. If the Trustee named herein resigns, is unable to serve for any reason, or if the Trustee is deceased, Beneficiary and/or his successors, assigns and/or personal representatives, may designate a successor Trustee or Trustees by reference to this instrument, and each successor Trustee or Trustees shall have all the powers and duties as herein set out, and each successor trustee will acquire title to all the Property upon said written appointment being registered in the Office of the Register of Davidson County, Tennessee, and the within named Trustee shall be divested of all right, title and interest in and to the said Property.

6. **Term of Trust**. The trust established herein shall expire on December 31, 2030, and on such date the Trustee will convey to the Beneficiary the Property and any proceeds therefrom. Upon termination of this trust for any reason, Trustee agrees to quitclaim the Property to Beneficiary.

7. **Law**. The parties agree that this instrument shall be governed by the laws of the State of Tennessee.

8. **Beneficiary**. The sole Beneficiary as of the date hereof is **Five Star Investments, Ltd.,** a Tennessee limited partnership formerly known as **Tennessee Properties, Ltd.** Tennessee Properties, Ltd. First Amendment to Certificate of Limited Partnership of record in Book 7808, Page 316, Register's Office for Davidson County, Tennessee resulted in the change of Beneficiary's name to **Five Star Investments, Ltd.** and to admit new general partners of the Partnership. If the beneficial interest in the trust is

owned by more than one person all actions by the Beneficiary shall be made according to the majority vote of the beneficiaries.

9. **Indemnification of Trustee**. Beneficiary agrees that Trustee shall have no liability to Beneficiary hereunder for any actions taken or any failure to act by Trustee pursuant to its services hereunder except in the event of the Trustee's gross negligence or intentional malfeasance. Further, Beneficiary agrees to hold harmless and indemnify Trustee with respect to any and all damages, losses or expenses, including reasonable attorney's fees, incurred by Trustee and arising out of or relating to in any way Trustee's services as Trustee hereunder including any expenses incurred in defending against any claim asserted against Trustee by any of the Beneficiaries relating to Trustee's services hereunder.

TRUSTOR-BENEFICIARY:
Five Star Investments, Ltd.

By _____
William E. Knestrick, authorized general partner

TRUSTEE:

_____
ERVIN M. ENTREKIN, TRUSTEE

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 **William E. Knestrick,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence, and who acknowledged that he is the authorized general partner of **Five Star Investments, Ltd.** the bargainor, and that he executed the within instrument for the purposes therein contained by signing his name as authorized general partner.

WITNESS my hand and official seal at Nashville, Tennessee, on this 2nd day of March, 1989.

NOTARY PUBLIC

My commission expires: 7-13-91

HUGH W. ENTREKIN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 **ERVIN M. ENTREKIN,** the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this 2nd day of March, 1989.

NOTARY PUBLIC

My commission expires: 7-13-91

HUGH W. ENTREKIN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

EXHIBIT B

Being part of Lot No.8 on the plan of D. B. Cooper's Addition to East Nashville, as of record in Book 57, page 154, Register's Office for said County, described according to a survey made by E. L. Miller, Jr. & Co., February 23, 1967, as follows:

BEGINNING at an iron pin on the easterly margin of South 6th Street at the northwest corner of the property conveyed to Electric Power Board of the City of Nashville, of record in Book 2594, page 61, said Register's Office; thence with the easterly margin of said Street, North 29 degrees West 215.5 feet to an iron pin in the southerly margin of Crutcher Street, as shown on said survey; thence with same, North 61 degrees 38 minutes East 114 feet to an iron pin in an old fence and tree row in the western boundary line of the Callis property; thence with same, South 29 degrees 34 minutes East 217.1 feet to an iron pin in concrete at the northeast corner of the said Electric Power Board property; thence with their northern boundary line, South 62 degrees 27 minutes West 116.36 feet to the beginning.

Being the same property conveyed to conveyed to Ervin M. Entrekin, Trustee, with full power to mortgage, transfer, and convey without the necessity of the joinder of any beneficiary, by deed from Walter G. Knestrick and wife Anne Knestrick of record in Book 5907, Page 711, Register's Office for Davidson County, Tennessee.