THIS INSTRUMENT PREPARED BY:
HAYNES & FREEMAN
P. O. Box 527
140 North Main Street
Goodlettsville, Tennessee 37070

Davidson County DEEDQC
Recvd: 04/09/07 10:32 30 pg
Fees:152.00 Taxes:0.00
20070409-0041583

QUITCLAIM DEED

Address New Owners	Send Tax Bills To:	Map-Parc
Dan Harrison Whitehead 2174 Tinnin Road Goodlettsville, TN 37072	Same	Map: 7 Parcel: 88

FOR AND IN CONSIDERATION of One Dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, **MATTIE P. WHITEHEAD, trustee, of the MATTIE P. WHITEHEAD TRUST, DATED APRIL 12, 1999, A REVOCABLE LIVING TRUST (a copy of which is attached as exhibit A)**, by these presents does hereby quitclaim and convey unto **DAN HARRISON WHITEHEAD**, THE FOLLOWING PROPERTY LOCATED IN DAVIDSON COUNTY, TENNESSEE DESCRIBED AS FOLLOWS:

Land in the Eighth Civil District of Sumner County, Tennessee and being Lot No. 1 on the plan of the Brad Hackett Subdivision or record in Plat Book 21, page 69, Register's Office of Sumner County, Tennessee and being more particularly described according to a survey by J. Bruce Rainey, Surveyor # 823 dated May 26, 2003 and known as Job No. 030108 as follows:

TRACT 1:
Land located in the 10th Civil District of Davidson County, Tennessee, bounded and described as follows: Beginning in the center of Tinnin Road at North end of land and running South 20 1/2 degrees East 16 poles to a point in center of said road and with meanders of read, South 35 1/4 degrees East 8 poles, South 40 degrees East 40 poles, South 30 1/2 degrees East 12 poles, South 24 1/2 degrees East 11 4/5 poles to a point in road opposite the south boundary line of farm leaving road and running Ssouth 89 1/2 degrees East 3 1/2 poles to center of Mansker's Creek; thence with said creek with its various meanders, North 19 degrees West 28 poles, North 29 1/2 degrees West 8 poles, north 37 degrees West 18 1/4 poles, North 73 1/4 degrees West 8 4/5 poles, North 38 degrees West 29 2/3 poles to point, in said Mansker's Creek and leaving Creek and running South 70 degrees West 1 4/5 poles to the

beginning, containing 2 1/2 acres, more or less.

Being the same property conveyed to Mattie P. Whitehead a/k/a Mattie Lester Whitehead, Trustee, or successor Trustee of the Mattie P. Whitehead Trust Dated April 12, 1999, a Revocable Living Trust by Deed as recorded in Book 11491, Page 832, Registered Office for Davidson County, Tennessee.

This property is improved by a dwelling house standing thereon and is known as 2174 Tinnin Road, Goodlettsville, Davidson County, Tennessee 37072.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $ -0-.
Subscribed and sworn to before me this 29th day of March, 2007.
My Commission Expires: 5-22-10
(Affix Seal)

x Mattie P. W Whitehead
Affiant

Notary Public

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

Witness my hand this 29th day of March, 2007, the bargaining party, having caused my name to be signed hereto on said day and date.

x Mattie P. W Whitehead, Trustee
Mattie P. Whitehead, Trustee of the Mattie P. Whitehead Trust Dated April 12,1999,a Revocable Living Trust

x Mattie P. Whitehead
Mattie P. Whitehead

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, Bennett F. Bratcher, a Notary Public in and for said County and State, **Mattie P. Whitehead, in her capacity as Trustee of the Mattie P. Whitehead**

Trust dated April 12, 1999, a Revocable Living Trust, and Mattie P. Whitehead, personally, the within named 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 in both capacities for the purposes therein contained.

Witness my hand and official seal at Goodlettsville, Tennessee, this the 29th day of March, 2007.

NOTARY PUBLIC

My Commission Expires: 5-22-10

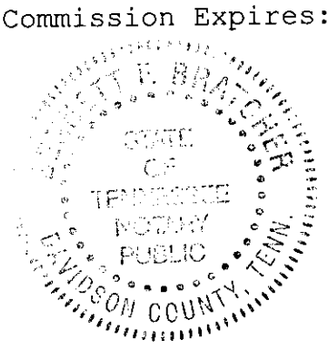


Exhibit A

REVOCABLE LIVING TRUST

MATTIE P. WHITEHEAD TRUST DATED April 12, 1999

by

MATTIE P. WHITEHEAD

DECLARATION OF TRUST

This declaration of trust is made by MATTIE P. WHITEHEAD as of August 12, 1999. This trust shall be governed by the laws of the State of Tennessee.

*** ARTICLE ONE ***
NAME OF TRUST AND APPOINTMENTS

A. **NAME OF TRUST:**

This trust shall be known as the MATTIE P. WHITEHEAD TRUST DATED August 12, 1999.

B. **PRIMARY TRUSTEE**:

I hereby designate myself as the primary trustee of this trust. I may exercise dominion and control over any and all of the trust assets.

C. **SUCCESSOR TRUSTEE**:

I designate JAMES E. RYAN as the successor trustee of this trust. My successor trustee is to assume the duties as trustee hereunder upon my resignation, death, or disappearance, or if I am certified in writing to be incompetent as provided under Article Five of this Declaration of Trust. Except as otherwise specified within the provisions of this Declaration of Trust, in the event of my incompetency, my successor trustee is to use the income and assets of this trust exclusively for my health, education, support, and maintenance.

D. **ALTERNATE SUCCESSOR TRUSTEE:**

If JAMES E. RYAN is unable or unwilling to act as successor trustee, I appoint ELMER H. RYAN as successor trustee to serve with all rights and responsibilities given to the original successor trustee.

E. **SECOND ALTERNATE SUCCESSOR TRUSTEE:**

If ELMER H. RYAN is unable or unwilling to act as successor trustee, I appoint DAN H. WHITEHEAD as successor trustee to serve with all rights and responsibilities given to the original successor trustee.

F. **THIRD ALTERNATE SUCCESSOR TRUSTEE:**

If DAN H. WHITEHEAD is unable or unwilling to act as successor trustee, I appoint GERTRUDE MOSELY as successor trustee to serve with all rights and responsibilities given to the original successor trustee.

G. **RESIGNATION OF TRUSTEE(S):**

Any trustee may resign at any time by giving at least thirty days prior written notice, specifying the effective date of the resignation to any other trustees then serving and to the trustee appointed by this Declaration of Trust to act upon the resigning trustee's resignation.

H. **IF NO NAMED TRUSTEE CAN ACT:**

If no trustee named in this trust is willing and able to act, a trustee or co-trustees may be selected by the majority of adult income and remainder beneficiaries named herein. The successor trustee(s) so selected and appointed shall have all rights and responsibilities hereinbefore given to the named successor trustee(s).

I. **COMPENSATION FOR SUCCESSOR TRUSTEE:**

My successor trustee(s) are to serve without compensation, unless compensation is agreed upon by all of the remainder beneficiaries of this trust. However, all expenses of any type incurred by my successor trustee(s) in carrying out duties under this trust shall be paid for from the trust. If a corporate trustee serves as trustee, they shall serve with reasonable compensation in accordance with their regularly adopted fee schedule as may be in effect at the time such services are performed.

J. **BOND WAIVED:**

No bond will be required of the primary trustee or the successor trustee(s), or any other trustee(s) named herein.

K. **ACCOUNTING WAIVED:**

The primary trustee will render such accounting to the successor trustee(s) as the primary trustee deems advisable for the purpose of advising the successor trustee(s) of the nature and location of the assets of the trust. The successor trustee(s) shall make such accounting to the remainder beneficiary(ies) as the successor trustee(s) in the successor trustee(s)' sole discretion deem advisable. Said successor trustee(s) shall not be required to make any current reports or accountings to any court nor to any beneficiaries.

L. **PRIMARY BENEFICIARY:**

I hereby designate myself as the primary beneficiary of this trust. As long as I shall live, I will have the exclusive right to the use and benefit of the income and the assets of this

trust. Upon my death, my successor trustee(s) shall take charge of the assets then remaining in this trust and distribute them according to the plan of distribution in Article Two of this Declaration of Trust document.

*** ARTICLE TWO ***
PLAN OF DISTRIBUTION

A. **PLAN OF DISTRIBUTION UPON MY DEATH:**

Upon my death my successor trustee(s) shall take charge of the assets then remaining in this trust and make distribution thereof according to the following plan of distribution:

1. Pay all of my legally enforceable debts, including the expenses of my last illness and funeral expenses, current bills and any and all other expenses incurred in closing out this trust and making distribution of assets thereof.

2. My children are JAMES E. RYAN, ELMER H. RYAN AND DAN H. WHITEHEAD.

3. I give 35 acres of farmland, described as follows, to-wit:

TRACT II:

Land situated in the 6th Civil District of Sumner County, Tennessee and more fully bounded and described as follows, to wit: according to a survey made by J.R. Scott, Surveyor:

Beginning at a point in the Center of Mansker's Creek, corner to Will Cockrill's in W.M. Lassiters line; thence with said creek, the center of the creek being the line as follows:

North 37 degrees west 25.6 poles; north 70 degrees west 12 poles; north 30 degrees west 18.3 poles; north 35 degrees west 6 poles; north 2 degrees west 21.2 poles; north 12 degrees west 9 poles; north 26 degrees west 9 poles; north 36 degrees west 4 poles to a point in said creek, corner of W.H. Slater in L.R. Lassiter's line; thence north 79 degrees east 124.3 poles to a large white oak tree, corner to said Slater in Will Cockrill's line; thence south 34 degrees west 130.4 poles to the beginning, containing 40.2 acres.

Note: This property is conveyed subject to easements for right-of-way of Transmission line in Book 141, page 105, Register's Office for Davidson County, Tennessee and flowage of Mansker Creek and lease of record in Book 187, page 439, Register's Office for Sumner County, Tennessee.

EXCEPTING, Land lying in the 10th Civil District of Davidson County, Tennessee, and the 6th Civil District of Sumner County, Tennessee, described as follows:

BEGINNING at a stake in the east margin of Tinnin Road, said point being 650 feet south of the northwest corner of the Walter B. Whitehead et al, property of which this is a portion; thence leaving road N 72° 12' 34" E, following a fence line, 754.22 feet to a stake; thence S 27° 52' 07" W, 454.93 feet to a stake at a fence corner post; thence with said fence S 18° 53' 11" W, 259.76 feet to a stake on the east bank of Manskers Creek;

thence generally following the east bank of said creek, N 56° 32' 41" W; 147.76 feet to a stake; thence with a line crossing said creek, S 46° 54' 26" W, 88.00 feet to a stake in the east margin of Tinnin Road, said point being in a curve having a radius of 1,600.00 feet; thence with the said curve northwesterly 461.64 feet to the point of beginning, containing 5.11 acres, more or less. This property is subject to easement for right-of-way of Transmission line of record in Book 141, Page 105, Register's Office for Sumner County, Tennessee, and flowage of Mansker Creek, and a 30 foot ingress and egress easement for access to remaining property across existing bridge and parallel to the east bank of Mansker Creek across above described tract.

to ELMER H. RYAN.

4. I give all of my farm equipment to ELMER H. RYAN.

5. I give my home located at 2174 Tinnin Rd., Goodlettsville, TN 37072 and 2 1/2 acres of land, described as follows, to-wit:

TRACT I:
Land located in the 10th Civil District of Davidson County, Tennessee, bounded and described as follows:
Beginning in the center of Tinnin Road at North end of land and running South 20 1/2 degrees East 16 poles to a point in center of said road and with meanders of road, South 35 1/4 degrees East 8 poles, South 40 degrees East 40 poles, South 30 1/2 degrees East 12 poles, South 24 1/2 degrees East 11 4/5 poles to a point in road opposite the south boundary line of farm leaving road and running South 89 1/2 degrees East 3 1/2 poles to center of Mansker's Creek; thence with said creek with its various meanders, North 19 degrees West 28 poles, North 29 1/2 degrees West 8 poles, North 37 degrees West 18 1/4 poles, North 73 1/4 degrees West 8 4/5 poles, North 38 degrees West 29 2/3 poles to point, in said Mansker's Creek and leaving Creek and running South 70 degrees West 1 4/5 poles to the beginning, containing 2 1/2 acres, more or less.

to DAN H. WHITEHEAD.

6. If any beneficiary named herein to receive a specific asset does not survive me, I give that asset to that beneficiary's issue by representation. If the deceased beneficiary leaves no surviving issue, then the asset given to the deceased beneficiary shall become part of the net proceeds of this trust and shall be distributed according to the provisions of the following paragraphs.

7. I may from time to time indicate my desire that specific gifts be made from this living trust upon my death. If I make known my desire in a writing referring to or attached to this trust agreement, upon my death, the trustee(s) shall distribute the

specific gifts as if the specific gifts had been made in this trust agreement itself. The gift(s) shall be effective only upon my death, and only if the writing is dated and signed by me, and witnessed by two unrelated witnesses. In dating the specific gifts document, it is not my intention to redate the entire trust agreement.

8. I direct that my successor trustee(s) divide my personal effects, including automobiles, boats, sporting equipment, jewelry, furniture, furnishings, china, glassware, silver and household equipment (except those items which are specifically given to a beneficiary elsewhere in this trust agreement in which case said specific gift shall take precedence over this paragraph), among my children or their issue by representation as they may agree or, failing such agreement, in such manner as my successor trustee(s) may deem equitable. If my children or their issue by representation do not agree, I give my successor trustee(s) full discretion to determine the division and distribution of the articles above referred to between my children or their issue by representation, and such determination shall be binding on all persons. If any beneficiary of mine is a minor at the time of such division, distribution shall be made to the person having custody of him or her for purposes of this provision, and the receipt of such person for the distributable share of such minor shall fully and completely release my successor trustee(s) from responsibility for such personal property.

9. The net proceeds of this trust remaining after compliance with the above provisions are to be divided between my children, JAMES E. RYAN, ELMER H. RYAN AND DAN H. WHITEHEAD, in equal shares. If a child does not survive me, I give the share of the deceased child in said trust proceeds to that child's issue by representation. If the deceased child leaves no surviving issue, then that child's share shall be given in equal shares to my other children or their issue by representation.

B. **IF ALL BENEFICIARIES PREDECEASE:**

If no beneficiaries nor alternate beneficiaries named herein survive, then I give the net proceeds of this trust to my heirs at law.

C. **RULE AGAINST PERPETUITIES**:

Any power of appointment created by this living trust shall be exercisable by the designated donee, if, and only if, the power is exercised prior to twenty-one years after the death of the last to die of my descendants in being at the time of my death. Any property interest transferred by this living trust shall vest no later than twenty-one years after the death of the last to die of my descendants in being at the time of my death.

D. **SUBCHAPTER S ELECTION:**

If any trust provided for herein owns any shares of stock in a Subchapter S corporation, then I intend that said trust qualify as a Qualified Subchapter S Trust pursuant to § 1361 of the Internal Revenue Code of 1986, as amended from time to time. The trustee(s) are,

therefore, authorized and directed to take whatever steps the trustee(s) deem necessary to satisfy the requirements of said section, including but not limited to, dividing any trust with multiple beneficiaries into separate trusts for each beneficiary's pro rata share, and the trustee(s) are then directed to distribute the net income from each of these trusts to each beneficiary at least quarter-annually.

E. **DISINHERITANCE:**

I have intentionally and with full knowledge omitted to provide for all of my heirs who are not specifically mentioned in the terms of this trust agreement.

F. **IN TERROREM:**

The distributions designated in this trust are intended to be in lieu of any other claims, of whatever nature and whether arising by statute or otherwise, by any taker hereunder, and any taker who asserts any other claim or contests this trust shall forfeit all interest in any property, income or other benefit to him/her. Any property, income or other benefit forfeited by the operation of this paragraph shall be distributed as part of the net proceeds of this living trust as if the taker asserting the claim did not survive.

G. **SURVIVORSHIP CLAUSE:**

If any beneficiary dies prior to the termination of this living trust or within thirty (30) days after the date of my death, whichever is earlier, any interests which would have passed to said beneficiary under the provisions of this living trust are to be disposed of according to the plan of distribution which would have been effective under this living trust if such beneficiary had predeceased me. It is my intention that any property or interest which is distributed from my living trust as a result of any transfer authorized by my successor trustee(s) prior to the death of said beneficiary will not be revoked or otherwise affected by the subsequent death of the distributee.

*** ARTICLE THREE ***
GRANTOR POWERS

A. **POWER TO FUND THE TRUST:**

After this trust is duly executed, I will execute and deliver all deeds, assignments, bills of sale, written instructions and other legal documents necessary to convey and register all of my assets that I choose to place in trust under this trust to be owned by the trustee(s) of this trust and held and administered under the terms and conditions of this trust. Assets which are evidenced by titles or deeds currently being transferred to the trustee of this trust are listed on Schedule A, which is attached to this trust and made a part of this trust. I hereby transfer to this trust all assets not requiring titles or deeds, including but not limited to my furniture, wearing apparel, and personal possessions. Additionally, the grantor is now holding and will hold, solely and exclusively for and on behalf of such trust, the following: any and all properties of all kinds, whether presently owned or hereafter acquired including, without limitation:

> bank accounts, certificates of deposit, mutual and money market funds of all kinds, securities, agency and custody accounts, notes, and real estate wherever located.

All such property is hereby transferred to and the same shall be owned by such trust.

This declaration shall apply even though record ownership or title, in some instances, may, presently or in the future, be registered in my individual name, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed.

All assets transferred to the trustee of this trust, whether now or at a later date, shall become part of the trust estate and be subject to all terms and provisions of this trust document.

B. **POWER TO AMEND:**

During my lifetime this trust may be amended in whole or in part by an instrument in writing, signed by me, and delivered to all acting trustee(s) (which may be me), except as may be limited by Article One or Two of this Declaration of Trust.

C. **POWER TO REVOKE:**

During my lifetime, I may revoke the trust, in whole or in part, by an instrument in writing, signed by me and delivered to all acting trustee(s) (which may be me), except as may be limited by Article One or Two of this Declaration of Trust. Upon revocation, the trustee(s) shall deliver the trust property to me.

D. **POWER TO CHANGE TRUSTEE:**

During my lifetime, I may change the trustee(s) or successor trustee(s) of this trust by an instrument in writing, signed by me and delivered to all acting trustee(s) (which may be me), except as may be limited by Article One or Two of this Declaration of Trust.

*** ARTICLE FOUR ***
TRUSTEE(S)' POWERS

A. MANAGEMENT OF TRUST PROPERTY:

With respect to property governed by any trust created under this agreement, except as otherwise specifically provided in this trust, the trustee(s) shall have all the rights, powers and authority to deal with and manage the assets of this trust that an individual owner would have if there was no trust and the trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the trustee(s) of the trust. This includes all powers now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust. Any expenditure involved in the exercise of the trustee(s)' powers shall be borne by the trust.

Trustee(s)' powers shall include, but shall not be limited to, the following powers:

1. To sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property, and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the trust for any purpose; to enter into covenants and agreements relating to the property so leased or any improvements which may be erected on such property.

2. To abandon or retain underproductive property, and to invest and reinvest the trust funds in such property as the trustee(s), in the exercise of reasonable business judgment, may deem advisable, including stock of the trustee(s) and investments in any common trust fund now or hereafter established by trustee(s).

3. To retain nonproductive assets at the direction of the grantor or current income beneficiaries of the trust, or in the exercise of reasonable business judgment by the trustee(s), to abandon assets.

4. To deal with itself or affiliates, to borrow money for any purpose; to place, replace, renew or extend any encumbrance upon any trust property by mortgage, deed of trust, pledge or otherwise, regardless of the purpose of any such action.

5. To establish lines of credit and to guarantee any and all loans made to the grantor regardless of the purpose of the loan.

6. To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and, in connection therewith, to deposit securities with and transfer title and all rights and responsibilities to any protective or other committee as the trustee(s) may deem advisable.

7. To acquire or dispose of an asset for cash or on credit, at public or private sale, and to exchange, partition, change the character of or abandon a trust asset or any interest herein.

8. To make improvements, alterations, or ordinary or extraordinary repairs of buildings or other trust property; to demolish any improvements; and to raze existing or erect new party walls or buildings.

9. To subdivide, develop or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements for public use without consideration; and to create restrictions, easements or other servitudes.

10. To grant an option involving disposition of a trust asset, or to take an option for the acquisition of any asset.

11. To vote a security, in person or by general or limited proxy.

12. To pay calls, assessments and any other sums chargeable or accruing against or on account of securities.

13. To sell or to exercise or not exercise, as the trustee(s) may deem advisable, any subscription, conversion or other rights or options which may at any time attach to, belong to or be given to the holders of any stocks, bonds, securities or other instruments in the trust estate.

14. To engage in covered call writing.

15. To buy, sell and trade in securities of any nature.

16. To hold a security in the name of a nominee or in any other form without disclosure of the trust, so that title to the security may pass by delivery, but the trustee(s) shall be liable for any act of the nominee in connection with the security so held.

17. To insure the assets of the trust against damage or loss, and the trustee(s) against liability with respect to third persons.

18. To advance money for the protection of the trust and for all expenses, losses and liabilities sustained in the administration of the trust or because of the holding or ownership of any trust assets. Thereon, the trustee(s) shall have a lien on the trust assets for any such advances.

19. To pay or contest any claim; to settle a claim by or against the trust by compromise, arbitration or otherwise; to release, in whole or in part, any claim

belonging to the trust to the extent that the claim is uncollectible; and to institute, compromise and defend actions and proceedings.

20. To commence or defend litigation with respect to the trust or any property of the trust estate as trustee(s) may deem advisable and to employ such counsel as the trustee(s) shall deem advisable for that purpose.

21. To enforce any mortgage, deed of trust or pledge and, at any sale under any mortgage, deed of trust or pledge, to bid and purchase, at the expense of the trust, any property subject to any such security instrument.

22. To pay taxes, assessments, any compensation of trustee(s) as allowed under other provisions of this Declaration of Trust and other reasonable expenses incurred in the collection, care, administration and protection of the trust.

23. To continue or participate in any business or other enterprise and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.

24. To pay the debts of grantor, the cost of any final illnesses of grantor, and the cost of grantor's funeral and final disposition, and to authorize any actions necessary to arrange for grantor's funeral and final disposition.

25. To appoint a general or special agent to act on trustee(s)' behalf. Any power of attorney the trustee(s) create pursuant to this power shall cease when the appointing trustee(s) cease to act as trustee(s).

26. After the death of the grantor, upon any division or partial or final distribution of the trust estate, the trustee(s) shall have the power to partition, allot and distribute the trust estate in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustee(s), and to sell such property as the trustee(s) consider necessary to make such division or distribution. The trustee(s) may make non pro rata divisions between beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value.

27. The trustee(s) shall have the power to deal with governmental agencies; to make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, and any other government resources and community support services available. The trustee(s) shall have the power to explore and implement legally acceptable Medicaid planning strategies and options to plan and accomplish asset preservation if the grantor needs long-term health and nursing care.

28. If my estate is probated and the estate does not contain sufficient funds with which to pay legally enforceable debts and expenses, the personal representative(s) of my estate shall have the right to request that the trustee(s) of

this trust distribute to the estate an amount necessary to satisfy the legally enforceable debts and expenses, and the trustee(s) are authorized, in the sole discretion of the trustee(s), to distribute funds to the estate for said debts and expenses, except that the trustee(s) shall make no payment from assets, such as life insurance proceeds, that would otherwise be immune from creditors' claims.

29. A beneficiary may disclaim all or any part of said beneficiary's interest in any property distributable to the beneficiary provided the disclaimer is made in accordance with the requirements for a disclaimer pursuant to I.R.C. § 2518. In addition, property passing to the trustee(s) of any trust under this trust agreement may be disclaimed by said trustee(s) without court approval or approval of beneficiaries.

30. The trustee(s) shall have the power to permit any beneficiary to use any tangible personal property held as an asset of a trust without incurring liability to the trustee(s) or the beneficiary(ies) for damage to, or consumption or loss of, such property.

31. The trustee(s) are authorized to divide any trust, whether existing or to be established, into two or more separate smaller trusts, without any requirement for said trusts to be equal in value, and without any requirement for discretionary distributions to be made proportionally among said trusts, whenever the trustee(s) believe such division may achieve desirable tax results for the trust or its beneficiaries, promote easier administration or otherwise be in the best interests of the trust or its beneficiaries. Upon termination of any separate smaller trust, the trustee(s) are authorized to distribute from any one such trust to any beneficiary in proportions/amounts as the trustee(s) consider desirable so long as distribution from all such separate smaller trusts would, if such trusts were a single trust, satisfy the provisions governing the trust before its division.

32. The trustee(s) may appoint one or more outside investment managers to provide discretionary investment management of all or part of the trust's property, and may delegate investment authority to such managers with respect to the trust property committed to manager's discretion. The trustee(s) may compensate any such investment manager for its services without reduction of the trustee(s)' compensation. Any such delegation shall be evidenced by an investment advisory agreement or similar document.

33. In the event any corporate trustee(s) shall merge, consolidate with, sell, or transfer substantially all of its business assets to another corporation, state or federal, the corporation resulting from such merger or consolidation of the corporation to which it is converted or to which such sale or transfer shall be made, shall hereupon become the trustee(s) hereunder with the same effect as though originally named.

34. Any expense incurred by the trustee(s) under this Article may be charged against income or principal as the trustee(s) shall determine in a fair and equitable manner to the extent the allocation is not covered by statute.

35. The trustee(s) are authorized, in the trustee(s)' absolute discretion, with respect to environmental issues that may arise with respect to any property, real or personal, at any time held under any provision of this trust agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this trust agreement or by statute or general rules of law:

a. To use or expend the trust income and principal to (1) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulations thereunder; (2) take all appropriate remedial action to contain, cleanup or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to regulations thereunder; (3) defend, settle, or act upon legal proceedings brought about by any local, state, federal or foreign agency concerned with environmental law or regulations thereunder; (4) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (5) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

b. To disclaim, in whole or in part, any interest in property for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state, local or foreign environmental law.

c. The trustee(s) shall not be liable for any loss or depreciation in value sustained by the trust as a result of the trustee(s) retaining any property upon which there is later discovered to be hazardous materials or substances requiring action pursuant to any federal, state, local or foreign environmental law, unless the trustee(s) contributed to the loss or depreciation in value through willful default, willful misconduct or gross negligence.

d. Notwithstanding any provision in this trust agreement to the contrary, the trustee(s) may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the trustee(s) against any claims filed against the trustee(s) as "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as subsequently amended from time to time or against any regulation thereof.

*** ARTICLE FIVE ***
GENERAL PROVISIONS

A. **CERTIFICATE OF TRUSTEE AUTHORITY AND POWER:**

A Certificate of Trustee Authority and Power signed by a majority of the serving trustee(s) of this trust and acknowledged before a notary public shall be conclusive evidence upon all persons and institutions and for all purposes of the facts stated in said Certificate respecting the terms of the trust, the text of the trust, and regarding who are from time to time trustee(s) of the trust.

B. **SPENDTHRIFT PROVISION:**

No interest in the principal or income of any trust created under this trust instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This paragraph shall not prohibit an assignment by a beneficiary to any other beneficiary of this trust. This provision shall not apply to my interest in the trust estate.

C. **INCAPACITY OF TRUSTEE:**

Whenever two licensed, practicing medical doctors who are not related by blood or marriage to me or any beneficiary or trustee of this trust certify in writing that a person serving as trustee cannot discharge the duties of trustee because of mental or physical infirmity and the certificates are personally served upon that person, then the office of that person shall be deemed vacated and the alternate trustee provisions under Article One of this Declaration of Trust shall apply. However, if after receipt of the certificates, the trustee alleged to be incompetent gives written notice to the person causing the certificates to be issued that he or she disagrees with the doctors, then the trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. If, at a later date, the removed trustee regains competency and can evidence said competency with written affidavits from two licensed, practicing medical doctors who are not related by blood or marriage to me or any beneficiary or trustee of this trust, and serves said affidavits upon at least one (1) acting trustee, the removed trustee shall resume duties as trustee hereunder. Anyone dealing with the trust may rely upon written medical certificates or a photocopy of them, presented to them by the successor trustee(s), or original trustee, and shall incur no liability to any beneficiary for any dealings with any designated trustee(s) or successor trustee(s) in good faith reliance on said certificates. This provision is inserted in this document to encourage third parties to deal with any trustee or successor trustee(s) without the need for court proceedings.

D. **INCAPACITY OF THE GRANTOR:**

If I am replaced as trustee of this trust as provided above, the successor trustee(s) shall use the trust estate for my benefit and for the benefit of anyone else authorized by Article One or Two of this living trust. Any income not paid to or for my benefit or to or for the

benefit of other authorized beneficiaries shall be added to the principal.

The foregoing shall also apply to distributions by the trustee(s) whenever the grantor who is not serving as trustee becomes incapacitated. My incapacity or regaining of capacity shall be established in the same manner provided for establishing the incapacity or regaining of capacity of trustee(s) as provided in Article Five C. above.

E. **ASSURANCES OF GRANTOR:**

I hereby agree that anyone dealing with the trust may rely on the original trust document and in the absence of actual notice of any modification or revocation of this trust, it shall be conclusively presumed that the trust is in full force and effect as stated herein. This assurance is given to encourage people to deal with the acting trustee(s) or grantor. Further, this assurance is given to encourage successor trustee(s) to rely on the trust document as presented to the successor trustee(s). This provision is binding upon all successors in interest to this trust.

F. **LIABILITY OF TRUSTEE(S):**

1. **LIABILITY OF SUCCESSOR TRUSTEE(S):**

No trustee shall be liable for or responsible for any act, omission or default of any predecessor trustee. No successor trustee shall have a duty to audit or investigate the administration of accounts by a predecessor trustee.

2. **NOTICE TO TRUSTEE(S):**

Unless the trustee(s) receive actual written notice of an event affecting a beneficial interest in this trust, the trustee(s) shall not be liable to any beneficiary for making distributions as though the event had not occurred.

3. **APPLICATION OF TRUST FUNDS:**

The trustee(s) shall be solely responsible for the manner in which trust assets are applied. No person paying money or delivering property to the trustee(s) shall be responsible for its application.

G. **GIFTS MADE BY GRANTOR:**

Any distribution made as a gift of principal or income of this trust to anyone other than grantor shall be considered a distribution of such assets first to grantor and then a direct transfer of such assets from grantor to donee(s). Grantor suggests, but does not legally mandate, that any assets which are the subject of such a gift be first distributed to grantor so that grantor can complete such gifts directly.

H. **DISAPPEARANCE:**

If I should disappear and my whereabouts should remain unknown for a period of forty-five (45) days, my successor trustee(s) shall take over the management of this trust until I return. If I am not seen or heard of for a period of two years and my body has not been recovered, my successor trustee(s) shall presume that I am not alive, and shall proceed with the distribution of the assets of this trust as hereinbefore provided.

I. **SINGULAR/PLURAL, GENDER AND DEFINITIONS OF COMMON TERMS:**

Wherever the context requires, the singular includes the plural, and the masculine includes the feminine and neuter. The words "child", "children", "grandchild" and "grandchildren" shall include legally adopted children and grandchildren and children and grandchildren born or adopted before or after the execution of this trust, but shall not include stepchildren or stepgrandchildren who have not been legally adopted. Also, in construing this trust, the terms "lineal descendants" and "issue" shall include legally adopted lineal descendants and issue and lineal descendants and issue born or adopted before or after the execution of this trust. The word *testamentary* shall be construed as meaning *arising after death*, and shall not be construed to imply any requirement of a probate proceeding of any type.

Dated: April 12, 1999

WITNESSES:

Robert J. Phelps

Doris M Bass

Mattie Pearl Whitehead
MATTIE P. WHITEHEAD

SELF-PROVING CERTIFICATE OF EXECUTION

I, MATTIE P. WHITEHEAD, the grantor and trustee, and the witnesses, whose names are signed to this Declaration of Trust, were duly sworn, and declared to the undersigned officer that the grantor signed this Declaration of Trust in the presence of the witnesses as the grantor's Declaration of Trust, and the witnesses in the presence of the grantor and in the presence of each other, signed said Declaration of Trust as witnesses thereto.

WITNESSES:

Robert M. Phelps

Doris M Bass

GRANTOR AND TRUSTEE:

Mattie P. Whitehead
MATTIE P. WHITEHEAD

STATE OF TENNESSEE)
) **SS:**
COUNTY OF DAVIDSON)

Personally came before me this 12 day of April, 19__, the above named MATTIE P. WHITEHEAD, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Stephen L Mayo
Tennessee, Notary Public
Davidson County, Tennessee
My Commission Expires 5-26-02

BILL OF SALE

This instrument shall be effective on the day of its date by and between the grantor and the trustee of the trust hereinafter named.

Grantor assigns and transfers to the trustee all of the grantor's interest in all tangible personal property. The term tangible personal property refers, without limitation, to such items as articles of personal and household use which the grantor presently owns or hereafter acquires (regardless of the means by which acquired or the record title in which held), including, by way of illustration and not limitation, all automobiles, vehicles of all kinds, boats, antiques, sporting equipment, tools, club memberships, china, glass, clothing, jewelry, precious stones, gardening equipment, farm or business personal property, furniture, rugs, fixtures, books, silverware, appliances, and similar items.

MATTIE P. WHITEHEAD TRUST DATED April 12, 1999

WITNESSES:

Robert G. Phelps

Lucas M Bass

GRANTOR AND TRUSTEE:

Mattie Pearl Whitehead
MATTIE P. WHITEHEAD

STATE OF TENNESSEE)
) **SS:**
COUNTY OF DAVIDSON)

Personally came before me this 21st day of April, 1999 the above named MATTIE P. WHITEHEAD, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Stephen L Mayo
Tennessee, Notary Public
Davidson County, Tennessee
My Commission Expires 5-26-02

SCHEDULE A

Assets listed on this Schedule A are for purposes of illustration and record keeping. All assets of the trust may not be listed here, and this Schedule A shall in no way be construed to limit the number or amount of assets held by this living trust.

- ALL BANK ACCOUNTS

- ALL STOCKS

- ALL BONDS

- ALL ACCOUNTS RECEIVABLE

- ALL BUSINESS ASSETS

- ALL REAL ESTATE

- ALL MOTOR VEHICLES

- ALL PERSONAL PROPERTY

- ALL ASSETS OF ANY KIND AND WHEREVER LOCATED

COMPREHENSIVE TRANSFER DOCUMENT

The undersigned hereby declares that solely as trustee of and for the benefit of the revocable living trust executed by the grantor and by the initial trustee, and under the provisions of said trust agreement, the undersigned is now holding and will hold, solely and exclusively for and in behalf of such trust, the following: any and all properties of all kinds, whether presently owned or hereafter acquired (regardless of the names by which acquired) including, without limitation (except as specifically excepted herein):

bank accounts, certificates of deposit, mutual and money market funds of all kinds, securities, agency and custody accounts, notes, real estate wherever located (including mortgages, contract for deed interests, leaseholds and mineral interests), jewelry, antiques, and any and all other assets wherever located.

All such property is hereby transferred to and the same shall be owned by such trust.

Tax-deferred assets shall not be included pursuant to this comprehensive transfer document, and shall not be deemed to be transferred to the trust.

This declaration shall apply even though record ownership or title, in some instances, may, presently or in the future, be registered in my individual name, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed.

The undersigned hereby affirms and declares that from and after the date hereof:

1. All properties described above will be held by the undersigned exclusively for and in behalf of said trust as true owner (subject to any and all instructions from the trustee(s) of said trust), and

2. Except to the extent of beneficial interests provided to the undersigned under the terms and provisions of said trust (as now written and as the same may in the future be amended), the undersigned has and shall have no personal interest in any of the properties described above, and

3. All liabilities which relate in any way to the acquisition of or which are a lien upon any of the properties governed by this declaration shall be borne by the trust which, pursuant to this declaration, owns such properties.

This declaration of exclusive trust ownership and waiver of interest is intended to be and shall be binding upon the undersigned's heirs, legal representatives and assigns and shall be revocable only by written instrument executed by the undersigned.

MATTIE P. WHITEHEAD TRUST DATED April 12, 1999

WITNESSES:

Robert G. Pfelpar

Doris M Bass

GRANTOR AND TRUSTEE:

Mattie Pearl Whitehead
MATTIE P. WHITEHEAD

STATE OF TENNESSEE)
) **SS:**
COUNTY OF DAVIDSON)

Personally came before me this 12th day of April, 1999, the above named MATTIE P. WHITEHEAD, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Stephen L Meyer
Tennessee, Notary Public
Davidson County, Tennessee
My Commission Expires 5-26-02

CERTIFICATE OF TRUST

The undersigned Grantor hereby certifies the following:

1. This Certificate of Trust relates to the MATTIE P. WHITEHEAD TRUST DATED April 12, 1994 (the "Trust") created by trust agreement (the "Trust Agreement") executed by MATTIE P. WHITEHEAD .

2. The name of the Grantor is MATTIE P. WHITEHEAD.

3. The name of the original trustee is MATTIE P. WHITEHEAD.

4. The name and address of each trustee empowered to act under the Trust Agreement at the time of the execution of this Certificate of Trust is:

Primary:	MATTIE P. WHITEHEAD 2174 Tinnin Rd., Goodlettsville, Tennessee 37072
Successor:	JAMES E. RYAN 2185A Tinnin Rd., Goodlettsville, TN 37072
Alternate Successor:	ELMER H. RYAN 2186B Tinnin Rd., Goodlettsville, TN 37072
Second Alternate Successor:	DAN H. WHITEHEAD 2174 Tinnin Rd., Goodlettsville, TN 37072
Third Alternate Successor:	GERTRUDE MOSELY 4893 Bethesda St., Thompson, TN 37179

5. The trustee(s) are authorized by the Trust Agreement to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property including but not limited to securities of all kinds, and to sell upon deferred payments, except as limited by the following (if none, so indicate): NONE

6. The undersigned conveyed to the Trust the following described real estate in Davidson County, State of Tennessee:

TRACT I:
Land located in the 10th Civil District of Davidson County, Tennessee, bounded and described as follows:

Beginning in the center of Tinnin Road at North end of land and running South 20 1/2 degrees East 16 poles to a point in center of said road and with meanders of road, South 35 1/4 degrees East 8 poles, South 40 degrees East 40 poles, South 30 1/2 degrees East 12 poles, South 24 1/2 degrees East 11 4/5 poles to a point in road opposite the south boundary line of farm leaving road and running South 89 1/2 degrees East 3 1/2 poles to center of Mansker's Creek; thence with said creek with its various meanders, North 19 degrees West 28 poles, North 29 1/2 degrees West 8 poles, North 37 degrees West 18 1/4 poles, North 73 1/4 degrees West 8 4/5 poles, North 38 degrees West 29 2/3 poles to point, in said Mansker's Creek and leaving Creek and running South 70 degrees West 1 4/5 poles to the beginning, containing 2 1/2 acres, more or less.

7. The undersigned hereby represents that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the Trust Agreement or amendments to it that limit the powers of the Trustee to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot or sell upon deferred payments trust property, including real and personal property. This trust has not been revoked, modified, or amended in any manner which would cause the representations in this certification of trust to be incorrect. This trust is being signed by all currently acting trustees of the trust.

Mattie Pearl Whitehead
MATTIE P. WHITEHEAD

STATE OF TENNESSEE)
) SS:
COUNTY OF DAVIDSON)

Personally came before me this 12th day of April, 1994 the above named MATTIE P. WHITEHEAD, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Stephen L Meyer

Tennessee, Notary Public
Davidson County, Tennessee
My Commission Expires 5-26-02

This instrument was drafted by Nationwide Legal Service, Of Counsel: Stephen L. Meyer, Attorney-at-Law
1112 Draughon Avenue, Nashville, Tennessee 37204

CERTIFICATE OF TRUST

The undersigned Grantor hereby certifies the following:

1. This Certificate of Trust relates to the MATTIE P. WHITEHEAD TRUST DATED April 12, 1999 (the "Trust") created by trust agreement (the "Trust Agreement") executed by MATTIE P. WHITEHEAD.

2. The name of the Grantor is MATTIE P. WHITEHEAD.

3. The name of the original trustee is MATTIE P. WHITEHEAD.

4. The name and address of each trustee empowered to act under the Trust Agreement at the time of the execution of this Certificate of Trust is:

Primary:	MATTIE P. WHITEHEAD 2174 Tinnin Rd., Goodlettsville, Tennessee 37072
Successor:	JAMES E. RYAN 2185A Tinnin Rd., Goodlettsville, TN 37072
Alternate Successor:	ELMER H. RYAN 2186B Tinnin Rd., Goodlettsville, TN 37072
Second Alternate Successor:	DAN H. WHITEHEAD 2174 Tinnin Rd., Goodlettsville, TN 37072
Third Alternate Successor:	GERTRUDE MOSELY 4893 Bethesda St., Thompson, TN 37179

5. The trustee(s) are authorized by the Trust Agreement to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property including but not limited to securities of all kinds, and to sell upon deferred payments, except as limited by the following (if none, so indicate): NONE

6. The undersigned conveyed to the Trust the following described real estate in Sumner County, State of Tennessee:

TRACT II:
Land situated in the 6th Civil District of Sumner County, Tennessee and more fully bounded and described as follows, to wit: according to a survey made by J.R. Scott, Surveyor:
Beginning at a point in the Center of Mansker's Creek, corner to Will Cockrill's in W.M. Lassiters line; thence with said creek, the center of the creek being the line as follows:
North 37 degrees west 25.6 poles; north 70 degrees west 12 poles; north 30 degrees west 18.3 poles; north 35 degrees west 6 poles; north 2 degrees west 21.2 poles; north 12 degrees west 9 poles; north 26 degrees west 9 poles; north 36 degrees west 4 poles to a point in said creek, corner of W.H. Slater in L.R. Lassiter's line; thence north 79 degrees east 124.3 poles to a large white oak tree, corner to said Slater in Will Cockrill's line; thence south 34 degrees west 130.4 poles to the beginning, containing 40.2 acres.
Note: This property is conveyed subject to easements for right-of-way of Transmission line in Book 141, page 105, Register's Office for Davidson County, Tennessee and flowage of Mansker Creek and lease of record in Book 187, page 439, Register's Office for Sumner County, Tennessee.
EXCEPTING, Land lying in the 10th Civil District of Davidson County, Tennessee, and the 6th Civil District of Sumner County, Tennessee, described as follows:
BEGINNING at a stake in the east margin of Tinnin Road, said point being 650 feet south of the northwest corner of the Walter B. Whitehead et al, property of which this is a portion; thence leaving road N 72° 12' 34" E, following a fence line, 754.22 feet to a stake; thence S 27° 52' 07" W, 454.93 feet to a stake at a fence corner post; thence with said fence S 18° 53' 11" W, 259.76 feet to a stake on the east bank of Manskers Creek; thence generally following the east bank of said creek, N 56° 32' 41" W; 147.76 feet to a stake; thence with a line crossing said creek, S 46° 54' 26" W, 88.00 feet to a stake in the east margin of Tinnin Road, said point being in a curve having a radius of 1,600.00 feet; thence with the said curve northwesterly 461.64 feet to the point of beginning, containing 5.11 acres, more or less. This property is subject to easement for right-of-way of Transmission line of record in Book 141, Page 105, Register's Office for Sumner County, Tennessee, and flowage of Mansker Creek, and a 30 foot ingress and egress easement for access to remaining property across existing bridge and parallel to the east bank of Mansker Creek across above described tract.

7. The undersigned hereby represents that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the Trust Agreement or amendments to it that limit the powers of the Trustee to sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert, allot or sell upon deferred payments trust property, including real and personal property. This trust has not been revoked, modified, or amended in any manner which would cause the representations in this certification of trust to be incorrect. This trust is being signed by all currently acting trustees of the trust.

Mattie Pearl Whitehead
MATTIE P. WHITEHEAD

STATE OF TENNESSEE)
) SS:
COUNTY OF DAVIDSON)

Personally came before me this 12th day of April, 1999 the above named MATTIE P. WHITEHEAD, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Stephen L Meyer
Tennessee, Notary Public
Davidson County, Tennessee
My Commission Expires 5-26-02

This instrument was drafted by Nationwide Legal Service, Of Counsel: Stephen L. Meyer, Attorney-at-Law
1112 Draughon Avenue, Nashville, Tennessee 37204