ORIGINAL

BOOK 7837 PAGE 749

LAST WILL AND TESTAMENT

OF

MARGARET SIMMONS NYE

I, MARGARET SIMMONS NYE, a resident of Davidson County, Tennessee, make, publish and declare this to be my Last Will and Testament. I revoke all wills and codicils previously made by me.

ITEM I: Payment of Debts and Expenses of Administration. I direct that all of my legally enforceable debts, my funeral expenses, and the costs of administration of my estate be paid as soon as practicable after my death from my residuary estate. My Executors, in their sole discretion, may pay from my domiciliary estate all or any portion of the costs of ancillary administration and similar proceedings in other jurisdictions.

ITEM II: Payment of Taxes. I direct that there shall be paid out of my residuary estate, to the extent necessary, without apportionment, all estate, inheritance, succession and other taxes, (together with any interest or penalty thereon) assessed by reason of my death (but excluding any additional tax imposed under Section 2032A of the Internal Revenue Code of 1954, as amended (the "Code") or any generation-skipping transfer tax imposed under Chapter 13 of the Code, or successor provisions, or corresponding provisions of state law, assessed by reason of my death), imposed by the government of the United States, or any state or territory thereof, in respect of all property required to be included in my gross estate for estate or like tax purposes by any of such governments, whether the property passes under this Will or otherwise, without contribution by any recipient of any such property.

ITEM III: Disposition of Tangible Personal Property. All of my clothing, jewelry, personal effects, automobiles, and all other tangible personal property (except cash on hand or on deposit) owned by me at the time of my death, I bequeath to my daughter, CATHERINE KEEBLE KILLEBREW, if she is living at the time of my death. If my daughter is not then living, I bequeath the aforementioned property to the then-living children of CATHERINE KEEBLE KILLEBREW, in equal shares, to be divided among them in such manner as they shall agree,.or if they shall fail to agree upon such division within six (6) months from the date of my death, then the property shall be divided among them as my Executor shall determine. Any personal property not so distributed shall be sold and the proceeds added to the Margaret Simmons Nye Trust established under Item IV of this Will.

ITEM IV: The Margaret Simmons Nye Trust. I devise and bequeath all the rest and residue of the property that I may own at the time of my death, of whatever kind and wherever located (my Residuary Estate) to the Trustee hereinafter named to be held in the "Margaret Simmons Nye Trust". The Trustee shall hold, manage, invest and distribute the trust estate for the following uses and purposes:

A. The primary beneficiary of this trust shall be my daughter, CATHERINE KEEBLE KILLEBREW.

B. The Trustee shall pay to my daughter or apply for her benefit all of the net income from this trust in monthly or less frequent installments but at least quarterly. In addition, the Trustee is authorized to encroach upon the principal of the trust estate at such times and in such amounts as the Trustee, in its sole discretion, shall deem necessary or advisable for her health, reasonable support and comfort.

C. Upon the death of my daughter, if she survives me, she shall have the power to appoint all or any part of the trust properties then remaining as she may direct, in her Last Will and Testament and by express reference to this limited power of appointment, to and among one or more of her lineal descendants in the amounts and proportions as she may direct, but she may not appoint to her estate, her creditors or the creditors of her estate. The Trustee may rely upon an instrument admitted to probate in any jurisdiction as the Last Will and Testament of my daughter, but if the Trustee has no written notice within a reasonable time after her death, it may presume that she died intestate and shall be protected in acting in accordance with such presumption. Insofar as my daughter fails to exercise this limited power of appointment validly, then upon her death, the Trustee shall continue to hold the trust in accordance with the provisions that follow.

D. If at the death of my daughter after my own death, she is then survived by her husband and if she has not completely exercised the testamentary limited power of appointment granted to her under Item IV C above, or if at my death, if my daughter is not then living, but her husband (at the time of her death) survives and has not remarried after her death, then in either such case, the Trustee shall pay or apply all of the net income to or for the benefit of my daughter's husband until his death or remarriage, whichever shall first occur. The Trustee shall also have the authority to encroach upon the principal of the trust estate to or for the benefit of one or more of my daughter's descendants without regard to equality of distribution; provided, however, that any such encroachment shall be considered an advancement and shall be charged

against the share of the trust estate ultimately distributable to such descendants. Upon the death or remarriage of my daughter's said husband, this trust shall terminate, and the remaining assets shall be distributed among the then-living descendants of my daughter, per stirpes.

If any share of this trust is distributable to a minor under the provisions of this Item IV, his or her share, although vested, shall continue to be held in trust, upon the following terms and conditions: For each such share held for a minor beneficiary, the Trustee is hereby authorized to accumulate the net income or to pay or apply so much of the net income and such portion of the principal, at any time and from time to time, to the use and benefit of such beneficiary in such amounts and proportions for his health, education, support and maintenance as the Trustee, in its sole discretion, shall deem advisable from time to time. The trust held for each such beneficiary shall terminate upon his or her death or when that beneficiary shall have attained twenty-one (21) years of age, whichever event shall first occur, and the trust estate, including the principal and any accumulated income, shall be distributed to the estate of such beneficiary, if he or she is deceased, or to such beneficiary in fee, if he or she is then living.

E. My home, located at 701 Belle Meade Boulevard, Nashville, Davidson County, Tennessee, if owned by me at the time of my death, shall become part of this trust estate. My daughter shall have the right to occupy this home during her lifetime. The Trustee shall maintain the property, insure it, pay the property taxes and in the event of damage to the improvements, shall have the discretion to decide whether to restore and repair said property for her use. The Trustee may sell or lease this

property during my daughter's lifetime, only with her written consent, or the written consent of her conservator or personal guardian if one has been appointed, or if no conservator or guardian has been appointed, then with the written consent of JOHN BELL KEEBLE, III, if in the Trustee's judgment, she is unable to act. Following her death, the Trustee, in its sole discretion, may retain, sell or lease this property, in the best interests of the trust beneficiaries.

F. If I am survived neither by my daughter, CATHERINE KEEBLE KILLEBREW, nor by any other of the persons designated above in this Item IV to receive the benefits of my Residuary Estate, or if there is a complete failure of such beneficiaries before the trusts herein created are terminated, then at such time any such properties remaining therein shall be distributed to my son, JOHN BELL KEEBLE, III, if he is then living and if he is not then living, to his issue, per stirpes; provided, however, that any share held for a minor beneficiary shall continue to be held in trust in accordance with the provisions of Item IV D above.

G. I authorize the Trustee to pay any generation-skipping tax imposed under Chapter 13 of the Code (or under similar provisions of state law) as a result of a taxable termination or taxable distribution (as defined under the Code) of the trusts created under this Item V of my Will from that trust estate or a share of a trust estate to which such taxable termination or distribution is attributable.

ITEM V: Statutory Powers Granted to Fiduciaries. I authorize my Executor and my Trustee (including any substitute or successor personal representative or Trustee) in the exercise of a reasonable discretion with respect to all

property, real and personal, at any time forming part of my estate or any trust, to exercise any or all the powers set forth in Section 35-50-110, Tennessee Code Annotated, to the extent applicable, all of which provisions and powers are incorporated herein by reference as fully as if copied herein verbatim. These powers (as set out in said statute on the date of the execution of this Will) are granted, notwithstanding that said statute may be amended hereafter or repealed at the time of my death.

ITEM VI: Limitations on Trust and Additional Trust Powers.

A. Anything in this Will to the contrary notwithstanding, no trust created hereunder shall continue beyond twenty-one (21) years after the death of the last to die of those beneficiaries who were living at the time of my death; and upon the expiration of such period, all such trusts shall terminate and the principal thereof shall be distributed outright to the beneficiaries of the trust with each beneficiary receiving the share of the trust held for his or her benefit which is proportionate to the income which that beneficiary is entitled to receive. If more than one person is then an income beneficiary of a trust or trust share with discretionary distribution powers, then, at such termination, such trust or trust share shall be divided equally among the beneficiaries then entitled to receive trust income.

B. No part of any trust herein created, nor the income therefrom, is to be subject to execution or other legal process for any obligation of a beneficiary or subject to the claims of creditors of a beneficiary in any manner, nor shall a beneficiary have the power to sell or mortgage or encumber the same, or any part thereof, nor anticipate the same, or any part thereof, by assignment or otherwise.

C. It is my intention that any trust created by this Will is to be administered under the laws of the State of Tennessee.

D. The Trustee shall not be required to obtain authority or approval of any court in the exercise of any power permitted under this instrument. The Trustee shall not be required to file any accountings with any court but shall account to each beneficiary at least annually.

E. No person dealing with the Trustee shall be obligated to inquire as to the Trustee's power or authority or into the validity of any act of the Trustee, or be liable for the application of any money paid to the Trustee in the management of the trust funds.

F. Whenever income may be paid to a beneficiary or whenever the Trustee is entitled to encroach upon the principal of the trust for the benefit of a beneficiary, such income or principal may be paid to such beneficiary directly or to anyone else for the use or benefit of such beneficiary, as said Trustee deems proper, and the receipt of the person to whom paid shall be a sufficient acquittance for such Trustee, and such payments may be made without the intervention of any guardian or the approval of any court.

G. The Trustee may set up a reasonable reserve for the repair, maintenance or improvement of any real estate which it holds in trust. The reserve may be funded from trust income, and any reference to net income in this instrument shall mean gross income less expenses charged to income and less the amounts set aside under this paragraph.

H. The Trustee is authorized to commingle any and all trusts or shares herein with any other trusts for the purposes of investment and administration, provided that

the Trustee maintains adequate records of each beneficiary's interest.

I. In the event that a corporate Trustee shall hereafter merge or consolidate, then the corporation created by such merger or consolidation shall act as the Trustee hereunder and in such capacity shall possess and exercise all powers and authority herein conferred on the Trustee named herein.

J. The Trustee shall be responsible for due diligence in the administration and disbursement of any trust created hereunder and shall not be responsible for any loss or subject to any liability except by reason of his own negligence or willful default proved by affirmative evidence, and every election, determination or other exercise by the Trustee of any discretion granted to him, expressly or by implication under this Will or by law made in good faith, shall fully protect him and shall be conclusive and binding upon all persons interested in any trust created under this Will.

K. My corporate Trustee may terminate any trust under this Will at any time, in its sole discretion, if the value of the principal at any time is less than $50,000, or if the administration of that trust has become illegal or impracticable for any reason. In the event of a termination, the Trustee shall distribute the trust estate, pro rata, to the then income beneficiaries, or their guardians.

ITEM VII: Definitions and Miscellaneous Provisions.

A. For purposes of this will, the term "child" or "children" shall refer only to my children now living, CATHERINE KEEBLE KILLEBREW and JOHN BELL KEEBLE, III.

I have made no provision for my son in this Will, other than the provision in Item IV G, not from lack of affection, but because he has been, in my opinion, otherwise provided for.

B. In this Will, references in the singular shall include the plural and vice versa; references to the masculine shall include the feminine and neuter, as appropriate, and vice versa.

C. All headings to items of this Will are only for convenience and shall not be construed to have any effect or meaning with respect to the content of such items, such content being controlling as to the Will.

D. All references to Executor or Trustee (or similar terms) shall mean not only such fiduciaries as are originally appointed under this Will, but also their successors or substitutes as well.

ITEM VIII: Appointment of Executors. I appoint my daughter, CATHERINE KEEBLE KILLEBREW and THIRD NATIONAL BANK IN NASHVILLE, as Co-Executors of this my Last Will and Testament and direct that no bond be required of either of them in this capacity. If my daughter should not survive me, or be for any reason unable or unwilling to qualify as Co-Executrix, or, having so qualified, should become incapacitated, die or resign, then THIRD NATIONAL BANK IN NASHVILLE, shall serve as sole Executor.

I authorize my Executors to sell, transfer and convey any property, real or personal, that I may own at the time of my death at such time and price and upon such terms and conditions (including credit) as my Executors may determine.

I further authorize my Executors to employ and compensate such appraisers deemed by my Executors to be needed for the proper appraisal of the assets of my estate and to do so without liability for any neglect, omission, misconduct or default of any such appraiser, provided such appraiser was

selected and retained with reasonable care. Any penalty assessed which relates to the valuation of any asset shall be paid from my estate so long as my Executors selected such appraiser with reasonable care.

ITEM IX: Appointment of Trustee. I appoint THIRD NATIONAL BANK IN NASHVILLE as Trustee of the Trusts created under this my Last Will and Testament, and direct that no bond be required of it in this capacity.

ITEM X: Removal and Resignation of Trustee. The current income beneficiaries of the trust (or their guardians), by majority vote, shall have the right to remove any acting corporate Trustee and the right to appoint a Successor Trustee of any trust fund herein established, provided, however, that such Successor Trustee shall be only a bank or trust company possessing trust powers and having a combined capital and surplus of not less than Fifty Million ($50,000,000) Dollars and trust funds under management of not less than Five Hundred Million ($500,000,000) Dollars. Such right of removal shall be continuing and shall be exercised by serving the acting Trustee with written notice of its removal, which notice shall specify the Successor Trustee and certify its willingness to serve as such. Within thirty (30) days thereafter, the Trustee so removed shall institute proceedings for the settlement of its account and deliver all assets then held to its successor, whereupon it shall have full acquittance for all assets so delivered (subject to judicial settlement of its account) and shall have no further duties hereunder.

Each Trustee hereunder (whether originally designated herein or appointed as Successor) shall have the right to resign at any time by giving thirty (30) days' written notice to that effect to the current beneficiary. Within thirty (30) days of such notification, the Trustee so resigning shall institute proceedings for the settlement of its account and

deliver all assets then held to its successor, whereupon it shall have full acquittance for all assets so delivered (subject to judicial settlement of its account) and shall have no further duties hereunder. If THIRD NATIONAL BANK IN NASHVILLE resigns, then a majority of the current income beneficiaries (or their guardians) shall have the right and duty within such thirty (30) day period to appoint a Successor Trustee and shall notify the Trustee of such appointment, provided, however, that such Successor Trustee must be a bank or trust company possessing trust powers and having a combined capital and surplus of not less than Fifty Million ($50,000,000) Dollars and trust funds under management of not less than Five Hundred Million ($500,000,000) Dollars. In the event the current beneficiary shall fail to designate a Successor Trustee within the time specified, the then acting Trustee shall petition a court of competent jurisdiction, for the appointment of a successor and the judicial settlement of its account so that at all times there is an acting corporate trustee under this Will.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name to this my Last Will and Testament, consisting of this and ten preceding typewritten pages, and for the purpose of identification I have signed each such page, all in the presence of the persons witnessing it at my request on this 5th day of DECEMBER, 1985, at Nashville, Tennessee.

Margaret Simmons Nye
MARGARET SIMMONS NYE

The foregoing instrument was signed, published and declared by the said MARGARET SIMMONS NYE, as and for her Last Will and Testament on the day and year written above, in our presence and in the presence of each of us who, at her request, in her presence and in the presence of each other, have subscribed our names as witnesses this 5th day of DECEMBER, 1985, at Nashville, Tennessee.

residing at NASHVILLE, TN

residing at NASHVILLE TN

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PAGE 11 OF MY WILL: MS N
MARGARET SIMMONS NYE

AFFIDAVIT BY WITNESSES TO WILL

Each of the aforesaid witnesses, being LEONARD WOOD, and GODFREY ANN HARRIS subscribed to the foregoing Will of MARGARET SIMMONS NYE, executed on the 5th day of DECEMBER, 1985, having been requested by the Testatrix to make and sign this Affidavit, and having first been duly sworn before the Notary Public whose name appears below, hereby state that the said MARGARET SIMMONS NYE was over eighteen (18) years of age, was of sound mind, declared the foregoing instrument to be her Last Will and Testament, published and executed it freely, without undue influence or coercion, by signing each page in the presence of all of us who were all present at the same time, and we, in her presence, at her request, and in the presence of each other, subscribed our names as witnesses on the 5th day of DECEMBER, 1985.

Leonard Wood

Godfrey Ann Harris

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me, this 5th day of DECEMBER, 1985.

Elizabeth A. Mayhall
Notary Public

My Commission Expires: My Commission Expires July 9, 1989

STATE OF TENNESSEE, DAVIDSON COUNTY

I, BILL COVINGTON, Clerk of the Probate Court of Davidson County, State aforesaid, do certify that the foregoing is a full, true and complete copy, of the original on file in my office. Will Book 159 Page 426
Given under my hand and official seal, at office, in Nashville, this 10th of MAY 1989.

BILL COVINGTON
Clerk of Probate Court
By _____ Deputy Clerk

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