LAST WILL AND TESTAMENT

OF

HOLLIS ENGLES POPE

JAN 19

I, HOLLIS ENGLES POPE, a resident of Davidson County, Tennessee, being of sound mind and disposing memory, do hereby make, publish and declare this as my Last Will and Testament, hereby revoking all Wills and Codicils heretofore made by me.

1. Appointment of Executor. I nominate and appoint my sons, James Edward Pope, Engles J. Pope and William Thomas Pope, as Co-Executors of this my Last Will and Testament, and I direct that no bond shall be required. In all matters, a decision of the majority of my executors shall be controlling. In the event that any of my children fail or cease to serve in such capacity, then my remaining children or child shall serve in such capacity, without bond. Whenever the term "Executor" is used herein, it shall be deemed to apply to the party or parties acting, and any reference to such party or parties in one gender shall be deemed to mean the proper gender.

2. Appointment of Trustee. I nominate and appoint my spouse, Medie Elizabeth Pope, as testamentary Trustee of any trusts herein created, and I direct that no bond shall be required. In the event my spouse predeceases me or otherwise fails or ceases to serve, then I nominate and appoint my sons, James Edward Pope, Engles J. Pope and William Thomas Pope, as Co-Trustees, without bond, subject to the rights of the beneficiaries as hereinafter described. In all matters concerning the administration of any trust established herein, I direct that the decision of a majority of the Trustees shall be controlling. Whenever the term "Trustee" is used herein, it shall be deemed to apply to the party or parties acting, and any reference to such party or parties in one gender shall be deemed to mean the proper gender.

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3. Ancillary Administration. If the appointment of an Executor of my estate is necessary or desirable in any jurisdiction in which the Executor named herein is unable or unwilling to act, I appoint as my Executor in that jurisdiction such person or corporation as may be designated in an instrument signed by the Executor named herein, to serve without security or any bond, and to have all the powers with respect to my estate in that jurisdiction that my Executor named herein is given with respect to my domiciliary estate (including the power to sell real or personal property at public or private sale for any purpose), to be exercisable without the joinder of any beneficiary or the approval of any court.

4. Administration of Real Property. I give to my Executor all real property which I may own at the time of my death and direct my Executor to hold, administer and distribute my real property as a part of my probate estate. It is my intention that my Executor have possession and control of my real property during the period of administration, including the power to sell, lease, encumber and otherwise convey all or any portions of such real property or interests therein without the joinder of any beneficiary of my estate or the approval of any court.

5. Payment of Debts and Taxes. I direct that all of my legally enforceable debts, funeral expenses, and expenses in connection with the administration of my estate be paid as soon as may be convenient after my death, except that any debt secured by a mortgage, pledge, or similar encumbrance on property owned by me at the time of my death may be retained in the discretion of my Executor and such property shall pass subject to such mortgage, pledge, or similar encumbrance. I further direct that all transfer, estate, inheritance and other death taxes (but not any generation skipping taxes) which are payable because of my death, including any interest or penalties thereon, with respect to the property comprising my estate for such tax purposes, whether or not such property passes under this Will and whether such taxes are payable by my estate or by any recipient or beneficiary of any such property, shall be paid

entirely out of that portion of my residuary estate allocated to the Family Share, without apportionment and with no right of reimbursement from any recipient or beneficiary of any such property.

I direct that the proceeds of any life insurance payable to my estate or to my Executor may be used for the payment of debts or taxes.

6. Disposition of Tangible Personal Property. I give to my spouse, Medie Elizabeth Pope, provided my spouse survives me, all furniture, household furnishings, automobiles, personal effects and all other items of tangible personal property which I own at the time of my death. If my spouse does not survive me, said properties shall go in equal shares to my three children, with the issue of any child who does not survive me representing his or her parent, per stirpes. My Executor may distribute the share of any minor beneficiary to such beneficiary directly, or to the person with whom such beneficiary is residing. If in the discretion of my Executor any of my tangible personal property is not suitable for immediate delivery, my Executor may retain such property in safekeeping for future delivery. My Executor shall pay all expenses associated with safeguarding, insuring, packing, storing, delivering, and distributing the tangible personal property, and such expenses shall be deemed to be a proper part of the expenses of administering my estate. I hope that the recipient or recipients of my tangible personal property will dispose of the same in accordance with my wishes, however made known, but I impose no legal or equitable obligation in this regard.

7. Division of Residuary Estate Into Marital and Family Shares. I direct my Executor to divide all the rest and residue of my property, real, personal and mixed, of whatever kind and character and wherever situated, including the proceeds of any insurance policies payable to my estate, into two separate shares, which are designated as the Marital Share and the Family Share. Said property shall be allocated between those shares in the following manner:

(a) First, to the Family Share, a portion of my residuary estate which is equal in value to the Exemption Equivalent. The term "Exemption Equivalent" shall mean an amount equal to the largest amount which will, after allowing for the unified credit against the Federal Estate Tax and the credit for state death taxes (to the extent the use of such credit does not increase the death tax payable to any state) but no other credit, result in no Federal Estate Tax being payable by my estate.

(b) Second, to the Marital Share, the remainder thereof; provided that if my spouse does not survive me, then I direct that no allocation be made to the Marital Share and all of my residuary estate be allocated to the Family Share.

The portion of the residue of my estate allocated to the Family Share and the Marital Share pursuant to subparagraphs (a) and (b) above may be selected by my Executor, but in determining the amount to be allocated to each Share, assets shall be valued at the same amounts as are used in determining the Federal Estate Tax imposed on the transfer of my estate, and the assets allocated to each Share must be fairly representative of the appreciation and depreciation (from the Federal Estate Tax values) in the value of all property (including cash) available for allocation, and there shall be allocated to the Marital Share only assets which do qualify for the marital deduction for both federal estate tax and any applicable state inheritance, estate or other similar tax purposes (including, without limitation, Section 67-8-315 of the Tennessee Code Annotated) in a manner that minimizes the total of such taxes imposed upon my death. The allocations to the Family Share and to the Marital Share shall carry with them (as income and not as principal) a proportionate share of the income of my estate from the date of my death.

8. Disposition of Marital Share. I give the Marital Share of my residuary estate to my spouse, Medie Elizabeth Pope, outright and free of trust.

9. Disposition of Family Share. I give the Family Share of my residuary estate to the Trustee hereinabove named, as Trustee, to be held in a trust to be known as the Family Trust and to be held, administered and distributed according to the following terms:

(a) Pay All Income to Spouse. I direct the Trustee to pay all of the income of the Family Trust to my spouse, Medie Elizabeth Pope, during my spouse's lifetime.

(b) Spouse's Testamentary Limited Power of Appointment. My spouse, Medie Elizabeth Pope, shall have the power, exercisable only by specific reference to this power in my spouse's Last Will and Testament, to appoint the corpus of the Family Trust in whole or in part, to and among my issue and their spouses, in such amounts and proportions and in such interests and estates, whether outright or in lesser estates, or in trust or otherwise, as my spouse shall deem appropriate; but my spouse shall have no power to appoint any part of the trust in such way as to benefit, directly or indirectly, my spouse, my spouse's estate, my spouse's creditors, or the creditors of my spouse's estate.

(c) Disposition of Trust Assets Upon Spouse's Death. Upon the death of my spouse (or upon my death if my spouse predeceases me), the Family Trust shall (to the extent not appointed by the exercise of any power of appointment herein conferred) be divided into as many separate and equal shares as I have children who are then living and children who are then deceased with issue then living. One of the shares shall be named for each living child of mine, and one of the shares shall be named for each such deceased child of mine. A share named for a living child of mine shall be distributed outright to the child of mine for whom the share is named. A share named for a deceased child of mine shall vest indefeasibly in such deceased child's issue then living, per stirpes, and each beneficiary shall receive distribution of one-half (1/2) of the then remaining balance of his or her share upon

attaining thirty (30) years of age and the full then remaining balance thereof upon attaining forty (40) years of age. If a beneficiary in whom a share of a trust has vested indefeasibly under the terms of this subparagraph dies before attaining forty (40) years of age, then upon the death of such beneficiary his or her share of the trust shall be distributed to such beneficiary's estate. Prior to the distribution of the trust under this subparagraph, the income from such share shall be paid over in whole or in part to or for the benefit of each such beneficiary, or shall be accumulated in whole or in part and added to the corpus of such share as may be appropriate, in the sole discretion of the Trustee, to provide for such beneficiary's adequate support, maintenance and education.

10. Encroachments. If at any time or times prior to the complete distribution of the Family Trust the Trustee in the Trustee's discretion be of the opinion that it is necessary to encroach upon the corpus of such trust in order to provide adequately and properly for the maintenance in health and reasonable comfort, support in the accustomed manner of living, and education, including college and professional education, of a person who is a permissible recipient of income therefrom at the time the encroachment is to be made (after first taking into consideration such beneficiary's income, capital resources, and the other sources of support for such beneficiary, as well as the ability of such beneficiary to provide for his or her own needs, and giving first consideration to maintaining my spouse before considering the needs of any other beneficiary), then the Trustee is authorized to encroach upon the corpus of such trust to the extent which the Trustee deems necessary or proper for such purpose, this power to be a continuing one. Any such encroachments shall be charged against the shares of the beneficiaries for whom such encroachments are made.

11. Spendthrift Provisions. 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 any beneficiary or subject to the claims of creditors of any beneficiary in any manner, nor shall any beneficiary have the power to sell or mortgage or encumber same, or any part thereof, nor anticipate the same, or any part thereof, by assignment or otherwise, except as expressly authorized by any powers of appointment contained herein.

12. Compliance with Rule Against Perpetuities. Notwithstanding anything herein to the contrary, no trust herein created shall continue beyond twenty-one (21) years after the death of the survivor of my spouse and those of my issue who are living at the time of my death; and at such time any trust created hereunder which is still in existence shall immediately terminate and the properties therein shall be distributed to the beneficiaries thereof irrespective of their ages, per stirpes.

13. Simultaneous Death. In the event my spouse and I shall die simultaneously, or under circumstances which make it difficult to determine which of us died first, I direct that my spouse shall be deemed to have survived me for the purposes of this instrument, and I direct further that the provisions of this instrument shall be construed upon that assumption, irrespective of any provision of law establishing a contrary presumption or requiring survivorship for a fixed period as a condition of taking property by inheritance.

14. Resignation, Removal and Appointment of Trustees.

(a) Resignation. Any Trustee shall have the right to resign as Trustee upon thirty (30) days' prior written notice to the then income beneficiaries, such notice to be given to the natural or legal guardian or conservator of any beneficiary who is under a legal disability.

(b) Designation of Co-Trustee. Subject to the limitation on the number of trustees as described below, any individual who is serving as the sole Trustee of any

trust established herein may appoint one or more persons or entities to serve as Co-Trustee of such trust. Such Trustee may make this appointment at any time during such Trustee's life, and any such appointment shall become effective at such time as may be specified in the appointment and upon such Co-Trustee's written acceptance of the duties of the Trustee hereunder. Such appointment shall be made in writing with written notice thereof to be provided to all persons who are permissible recipients of income at the time the appointment is made. Any such Co-Trustee shall be subject to the removal powers described below.

(c) Beneficiaries' Right to Remove Trustee. A majority of the current income beneficiaries of the trust shall have the right and authority at any time or times to remove any Trustee or successor Trustee of the trust, such right to be exercised by the natural or legal guardian or conservator of any beneficiary who is under a legal disability.

(d) Appointment of Successor Trustees.

(1) Power of Trustee to Designate Successor Trustee. Subject to the limitation on the number of Trustees as described below, any Trustee may designate one or more persons or entities to serve as the Trustee's immediate successor in the event the Trustee ceases to serve as a Trustee, provided that if there is a Co-Trustee immediately prior to the time the Trustee ceases to serve as a Trustee, then no more than one such designated successor Trustee may serve as such Trustee's immediate successor. The Trustee may make this designation at any time (including, in the case of a Trustee who is an individual, by such individual Trustee's Last Will and Testament), and any such designation made by the Trustee may be changed from time to time and shall only become effective upon the Trustee's ceasing to serve as a Trustee for any

reason. Any such successor Trustee shall be subject to the removal powers described above.

(2) Beneficiaries' Right to Appoint Corporate Trustee. If there is at any time a vacancy in the office of Trustee and such vacancy is not filled pursuant to the above provisions, then the person or persons having the power to exercise the right to remove Trustees of such trust under the above provisions shall have the right (but not the obligation) to appoint a successor Trustee in place thereof, provided that any such successor Trustee appointed by such person or persons must be a bank or a trust company (which shall not be required to be a Tennessee corporation) having assets then under management in a fiduciary capacity of at least two hundred fifty million dollars ($250,000,000.00).

(3) Appointment of Trustee by Court. If there is at any time a vacancy in the office of Trustee and such vacancy is not filled pursuant to the above provisions, then the successor Trustee shall be one or more persons and/or entities as may be designated by such court as may have jurisdiction over the trust.

(e) Legal Capacity of Trustee. An individual serving as a Trustee of any trust established herein shall cease to serve as such Trustee whenever such individual is not of legal capacity. An individual shall be presumed to be "not of legal capacity" if such individual is by reason of illness or mental or physical disability unable to give prompt and intelligent consideration to such individual's financial matters, as certified in a writing signed by the physician regularly attending such individual, if any, otherwise by a physician who has examined such individual.

(f) Powers. Any successor Trustee shall by virtue of its appointment succeed to all of the rights, powers and

duties conferred and imposed upon the Trustee herein named.

(g) Bond. No bond or other security shall be required of any successor Trustee.

(h) No Termination Fee. No Trustee serving as Trustee of a trust established herein shall be entitled to a termination fee in the event such Trustee is removed or otherwise ceases to serve as Trustee, unless such a termination fee has been expressly (and not by implication) agreed to in writing by the person or persons who appointed the Trustee.

(i) Number of Trustees. At no time shall there be more than three Trustees of any trust established herein. In addition, except when my spouse, Medie Elizabeth Pope, is serving as a Trustee hereunder, at all times at which a beneficiary of any trust established herein is serving as a Trustee of such trust, there must be at least one other Co-Trustee of such trust.

15. Powers of Executor and Trustee.

(a) In General. In addition to all powers given under applicable law, my Executor and Trustee shall have all the powers enumerated in Section 35-50-110, Tennessee Code Annotated; and the introductory paragraph and all subparagraphs thereof, to the extent not inconsistent with the express provisions hereof, are hereby incorporated herein by reference, except that subparagraphs 1 through 4 thereof shall apply only to my Executor.

(b) Protection of Marital Deduction. In no event shall my Executor have any power which would invalidate the marital deduction for federal or state estate or inheritance tax purposes.

(c) Facility of Payment. Whenever income may be paid to a beneficiary or whenever the Trustee encroaches upon the

corpus of the trust for the benefit of a beneficiary, such income or corpus may be paid to such beneficiary directly or to anyone else for the use or benefit of such beneficiary, irrespective of the age or mental competency of the beneficiary, as the Trustee deems proper, and the receipt of the person to whom the payments are made shall be a sufficient acquittance for the Trustee. Such payments may be made without the intervention of any guardian or the approval of any court.

(d) Division of Assets. At any time when it shall become necessary to divide assets among or within any trusts herein created, or to distribute any of said assets, such division or distribution shall be made in such manner as the Trustee deems proper and may be made in cash or in kind, or partly in cash and partly in kind. Further, in making distribution of trust assets the Trustee shall not be required to distribute a particular asset pro rata to all beneficiaries entitled to receive a distribution, and the Trustee may make division and distribution of trust assets without regard to the basis of such assets for Federal or State income tax purposes.

(e) Consolidation of Trusts. The Trustee shall have the power to combine any trust hereunder with any other trust having substantially similar terms and provisions if the Trustee reasonably determines that such consolidation is consistent with my intent, would facilitate administration of the trusts, and would be in the best interest of all beneficiaries and not materially impair their respective interests.

(f) Power to Deal With Related Parties. The Trustee shall have the power to enter into sales, loans and other transactions with related parties, including any trustee in his individual capacity, beneficiaries of the trust and fiduciaries of other trusts benefiting such beneficiaries, but any such transactions must be at fair market value and otherwise on the same terms

and at the same prices at which such transactions would be conducted if the parties were unrelated.

(g) Limitation on Trustee's Power to Discharge Trustee's Obligations. In no event shall the Trustee have the authority to exercise any power given to the Trustee for the purpose of discharging any obligation which the Trustee might have, including obligations of support.

16. Miscellaneous.

(a) Definition of Child, Children and Issue. Whenever used herein, the terms "child", "children" and "issue" shall include only my three children, James Edward Pope, William Thomas Pope and Engles J. Pope, and their issue, it being my express intention that neither my niece, Janet Pope Luther, nor any of her issue receive any benefits under the terms hereof.

(b) Adopted Persons Included. For all purposes under this instrument, persons who are adopted prior to attaining twenty-two (22) years of age shall be deemed to be persons who are natural-born descendants of the persons adopting them.

(c) "Per Stirpes" Distributions. Whenever property is to be distributed "per stirpes" to the then living issue of an individual, said property shall be divided into as many equal shares as there are children of that individual then living and children of that individual then deceased with issue then living, and each share for the then living issue of each deceased child shall be redivided in the same manner into shares for that deceased child's then living issue.

(d) Supplemental Information: Exercise of Limited Powers of Appointment. Whenever a person is given a power of appointment that may not be exercised in favor of the person, the person's creditors, the person's estate, or the creditors of the person's estate, such power shall not be exercisable for the purpose of discharging any

legal obligation of said person (including obligations of support), and the Trustee shall not be authorized to deliver any portion of the trust to an appointee unless the appointee (or the appointee's guardian in the case of a minor) signs and delivers to the Trustee a receipt confirming that the property so received will not be used to provide for the support of the appointee (if said person is obligated to support the appointee) or otherwise to discharge any legal obligation which such person has to such appointee.

17. Waiver of Requirement of Inventory and Accountings. I hereby expressly excuse my Executor from filing any inventory, interim accountings, and final accounting which might otherwise be required pursuant to applicable law, unless such reports are specifically requested by any beneficiary of my residuary estate.

IN WITNESS WHEREOF, I have hereunto set my hand on this 4th day of April, 1997, to this my Last Will and Testament, and have subscribed each of the foregoing twelve (12) pages at the bottom thereof for the purpose of identification.

Hollis E. Pope

HOLLIS ENGLES POPE

Signed, signified and declared by the said HOLLIS ENGLES POPE, being of sound mind and disposing memory, as and for his Last Will and Testament, in the presence and sight of us, present at the same time, who, at his request, in his presence and sight, and in the presence and sight of each other, have subscribed our names as attesting witnesses on the day and year last above written.

WITNESSES:

Laura L Warner ADDRESS: Brentwood, TN

Christina Pitts ADDRESS: Burkittsville, Md.

A F F I D A V I T

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Laura L. Wartner and Christina Pitts, being severally duly sworn, depose and say that:

We are acquainted with HOLLIS ENGLES POPE, who executed this annexed Last Will and Testament, consisting of thirteen (13) typewritten pages, dated April 4, 1997, on that date at Nashville, Tennessee, by subscribing his name at the end thereof in the presence and sight of each of us.

At the time of subscribing said Will, HOLLIS ENGLES POPE declared the instrument so subscribed by him to be his Last Will and Testament, and we thereupon signed our names as witnesses at the end of said instrument at his request and in his presence and sight, and in the presence and sight of each other.

At the time of executing said Last Will and Testament, HOLLIS ENGLES POPE was over the age of eighteen years and in our opinion was of sound mind, memory and understanding and not under any restraint or in any respect incompetent to make a Last Will and Testament.

This affidavit is made at the request of said HOLLIS ENGLES POPE.

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IDENTIFICATION REFERENCE
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REGISTER
RUTHERFORD COUNTY, TN.
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The annexed Last Will and Testament was examined by the undersigned witnesses at the time this affidavit was made.

Laura L Wartner

Christina Pitts

SWORN TO AND SUBSCRIBED before me, this 4th day of April, 1997.

NOTARY PUBLIC

My Commission Expires:
1/24/98

500079 04-03-97 gh

CERTIFIED COPY
STATE OF TENNESSEE, COUNTY OF RUTHERFORD
The undersigned County Clerk of said County and State, hereby certifies that the foregoing is a true and correct copy of the original document filed in the office of the County Clerk.
This 17th day of Jan. 19 97
ED ELAM, RUTHERFORD COUNTY CLERK
BY
DEPUTY CLERK

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING O
PRINTING IN THIS DOCUMENT
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