THIS INSTRUMENT PREPARED BY:

HOMER R. AYERS, Attorney
303 Frances Street, P.O. Box 904
Goodlettsville, Tennessee 37072

Davidson County AFFIDAVIT
Recvd: 04/20/04 14:07 21pgs
Fees:107.00 Taxes:0.00
20040420-0044746

Affidavit of Heirship and Agreement

This Affidavit of Heirship and Agreements is made and entered into on the day and date last acknowledged below by and between **ALLEN DEVERE WILEY, DIRK G. WILEY, HEATHER M. WILEY HARPER, and WENDLA ELIZABETH WILEY**, all of the heirs-at-law and/or will beneficiaries of ANITA H. WILEY and/or FRANK D. WILEY.

W I T N E S S E T H:

WHEREAS, Frank D. Wiley and Anita H. Wiley, a/k/a/ Wendla Anita Wiley, are the parents of ALLEN DEVERE WILEY and the grandparents of DIRK G. WILEY, HEATHER M. WILEY HARPER, and WENDLA ELIZABETH WILEY; and,

WHEREAS, EMILY WILEY, wife of ALLEN DEVERE WILEY, died on June 22nd, 2003; and,

WHEREAS, ANITA H. WILEY, a/k/a/ Wendla Anita Wiley, died on May 21st, 1997; and,

WHEREAS, FRANK D. WILEY died on November 15th, 2003; and,

WHEREAS, at the time of her death, ANITA H. WILEY, a/k/a/ Wendla Anita Wiley, owned a certain tract or parcel of land in Sumner County, Tennessee more specifically and particularly described in Exhibit A attached; and,

WHEREAS, at the time of his death, FRANK D. WILEY, owned a certain tract or parcel of land in Davidson County, Tennessee, more specifically and particularly described in Exhibit B attached; and,

WHEREAS, on November 22nd, 1991, ANITA H. WILEY executed her Last Will and Testament in the presence of Patsy C. Davidson and Kathy White as attesting witnesses, a copy of the said Last Will and Testament being attached hereto as Exhibit C to this Affidavit of Heirship and Agreement and incorporated herein by reference; and,

WHEREAS, on November 22nd, 1991, FRANK D. WILEY executed his Last Will and Testament in the presence of Patsy C. Davidson and Kathy White as attesting witnesses, a copy of the said Last Will and Testament being attached hereto as Exhibit D to this Affidavit of Heirship and Agreement and incorporated herein by reference; and,

WHEREAS, the originals of the Last Will and Testaments of ANITA H. WILEY and FRANK D. WILEY have been lost, misplaced, or inadvertently destroyed; and,

WHEREAS, neither the Last Will and Testament of ANITA H. WILEY nor the Last Will and Testament of FRANK D. WILEY were filed for probate, nor was the estates of ANITA H. WILEY and FRANK D. WILEY ever admitted for administration in any court of jurisdiction; and,

WHEREAS, all debts and obligations, including taxes, owing by ANITA H. WILEY and/or FRANK D. WILEY, during their respective lifetimes or by reason of their respective deaths, have been paid in full and satisfied; and,

WHEREAS, neither ANITA H. WILEY nor FRANK D. WILEY received TennCare benefits during their respective lifetimes; and,

WHEREAS, ALLEN DEVERE WILEY is the only heir-at-law of ANITA H. WILEY and FRANK D. WILEY, according to the laws of descent and distribution; and,

WHEREAS, according to the terms and provisions of the Last Will and Testament of ANITA H. WILEY and the Last Will and Testament of FRANK D. WILEY upon the death of the other spouse, the estate of the survivor of them, was bequeathed and devised one-half to ALLEN DEVERE WILEY and his wife, EMILY WILEY (now deceased), and one-half to DIRK G. WILEY, HEATHER M. WILEY HARPER, and WENDLA ELIZABETH WILEY; and,

WHEREAS, WENDLA ELIZABETH WILEY disclaims and renounces her one-sixth (1/6) percentage of the interest in the property and in the estates of ANITA H. WILEY and FRANK D. WILEY and she swears that she has not accepted, used, or benefit from the portion of the estates of ANITA H. WILEY and/or FRANK D. WILEY, in which she is disclaiming her interest; and,

WHEREAS, the properties described in Exhibits A and B, attached, are free and unencumbered and there are no other persons, corporations, or other entities who have any interest whatsoever in the estates of ANITA H. WILEY and/or FRANK D. WILEY; and,

WHEREAS, the parties have entered into certain agreements concerning the real properties described in Exhibits A and B, attached, which they desire to be reduced to writing.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES SHOWN, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the parties, being the only persons who have an interest in the estates of ANITA H. WILEY and/or FRANK D. WILEY agree as follows:

1. The parties agree that the foregoing statements are statements made under oath and shall be considered warranties in favor of any purchaser of the properties described in Exhibits A and/or B, attached.

2. That by our signatures hereto, WENDLA ELIZABETH WILEY disclaims and renounces all of her right, title or interest in the properties described in Exhibits A and B, attached, as well as all other property which formed a part of the estates of ANITA H. WILEY and/or FRANK D. WILEY, and she swears that she has not accepted, used, or benefit from the portion of the estates of ANITA H. WILEY and/or FRANK D. WILEY, in which she is disclaiming her interest.

3. That ownership and title to the real properties described in Exhibit A attached shall be vested and fixed in DIRK G. WILEY, a two-thirds (⅔) undivided interest, and HEATHER M. WILEY HARPER, a one-third (⅓) undivided interest, as tenants in common, or to their heirs or assigns.

4. That ownership and title to the real properties described in Exhibit B attached shall be vested and fixed in ALLEN DEVERE WILEY, his heirs or assigns.

5. That each party agrees to quitclaim and convey his, her, or their interest in the properties described in Exhibits A and B according to the terms of this Agreement.

6. That DIRK G. WILEY and HEATHER M. WILEY HARPER shall be solely responsible for all upkeep, maintenance, taxes, and insurance on the real property described in Exhibit A, attached.

7. That ALLEN DEVERE WILEY shall be solely responsible for all upkeep, maintenance, taxes, and insurance on the real property described in Exhibit B, attached.

8. That each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge, and deliver to the other party or parties any and all future instruments and assurances that the other party or parties may reasonable require for the purpose of giving force and effect to the provisions of this Agreement.

9. That this Agreement constitutes the entire understanding of the parties as to the properties described in Exhibits A and B attached. It supercedes any and all prior agreements between them as to the said properties. There are no representations or warranties other than those expressly set forth herein, which might affect the properties described in Exhibits A and B attached.

WITNESS our hands on this the day and date acknowledged below.

ALLEN DEVERE WILEY

DIRK G. WILEY

HEATHER M. WILEY HARPER

WENDLA ELIZABETH WILEY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **ALLEN DEVERE WILEY, DIRK G. WILEY, HEATHER M. WILEY HARPER, and WENDLA ELIZABETH WILEY**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 1st day of April, 2004.

NOTARY PUBLIC

JACQUELINE S. TURNER
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN.
My Comm. Expires May 28, 2006

EXHIBIT
A

THIS INSTRUMENT PREPARED BY:

Homer R. Ayers, Attorney-at-Law
Bank of Goodlettsville, Suite 201
Goodlettsville, Tennessee 37072

QUITCLAIM DEED 123931

ADDRESS NEW OWNERS:	PERSON/ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:	MAP-PAR.
Anita H. Wiley 129 Bay Drive Hendersonville, TN 37075	Same as New Owner	Map 159L Group A Parcel 15.00

MAP 159-L GROUP A PARCEL 015

THIS QUITCLAIM DEED made and entered into on the day and date acknowledged below by and between ALLEN D. WILEY and wife, EMILY ANN WILEY, hereinafter referred to as the "GRANTORS", and ANITA H. WILEY, her heirs or assigns, hereinafter referred to as the "GRANTEE";

WITNESSETH:

WHEREAS, by Warranty Deed, filed for record in Record Book 222, page 633, Register's Office for Sumner County, Tennessee, ANITA H. WILEY, joined by her husband, FRANK D. WILEY, conveyed to ALLEN D. WILEY and wife, EMILY ANN WILEY, their heirs or assigns, a certain tract or parcel of land in the 5th Civil District of Sumner County, Tennessee, as hereinbelow described, reserving and granting a life estate to ANITA H. WILEY and FRANK D. WILEY, or the survivor of them, for and during their natural lifetimes, to which Warranty Deed reference is hereby made for a more complete description of the property therein described and the terms, provisions and conditions contained therein; and,

WHEREAS, by Deed of Trust of record in Record Book 222, page 636, Register's Office for Sumner County, Tennessee, ALLEN D. WILEY and wife, EMILY ANN WILEY, conveyed the property hereinbelow described to HOMER R. AYERS, Trustee, to secure to ANITA H. WILEY, her heirs or assigns, the payment of one (1) note in the principal amount of Two Hundred Five Thousand Dollars ($205,000.00), payable as provided therein, to which Deed of Trust reference is hereby made for a more complete and accurate description of the terms, provisions and conditions contained therein; and,

ENTERED
THOMAS C. MARLIN
TAX ASSESSOR
DEC 31 1992

WHEREAS, there was never a meeting of the minds concerning the said transactions; and,

WHEREAS, the parties desire to revoke each of the said transactions to the end that the said Warranty Deed and Deed of Trust, together with the underlying note will become void ab initio.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), each to the other paid, and other good and valuable considerations, the receipt of all of which are hereby acknowledged, ALLEN D. WILEY and wife, EMILY ANN WILEY, the GRANTORS herein, have this day bargained, sold and quitclaimed unto ANITA H. WILEY, the GRANTEE, her heirs or assigns, all of the GRANTORS' right, title or interest in and to certain real property in Sumner County, Tennessee, being more specifically and particularly described as follows, to-wit:

KATHRYN BROWN, REG.
SUMNER COUNTY, TENN.
RECORDING
STATE TAXES $ 9.00
SEC. FEES $ 1
TOTAL $ 8.00
REC. NO. 130531

LAND in the 5th Civil District of Sumner County, Tennessee, being Lot No. 28 on the Plan of Tyne Estates Subdivision, Section 3, as of record in Plat Book 1, page 216, Register's Office for Sumner County, Tennessee.

REC'D DEC 31 1992 AT 2:29 REC. IN RECORD BOOK 302 PAGE 95
KATHRYN BROWN, REGISTER SUMNER COUNTY, TENN.

SAID Lot No. 28 fronts 165 feet on the northerly margin of Tyne Bay Drive, and runs back 481.6 feet on the westerly line and 512 feet on the easterly line, which is a broken line, to a line in the rear on which it measures 47.85 feet.

BEING the same property conveyed to Allen D. Wiley and wife, Emily Ann Wiley, by deed from Anita H. Wiley, joined by her husband, Frank D. Wiley, of record in Record Book 222, page 633, Register's Office for Sumner County, Tennessee.

The legal description, as hereinabove set forth, is the same as that contained in the previous deed of record.

The current mailing address for the said property is 129 Bay Drive, Hendersonville, Tennessee 37075.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on this the 29th day of December, 1992.

GRANTEE

Anita H. Wiley
ANITA H. WILEY

GRANTORS

ALLEN D. WILEY

Emily Ann Wiley
EMILY ANN WILEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ALLEN D. WILEY and wife, EMILY ANN WILEY, and ANITA H. WILEY, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 29th day of December, 1992.

Adair Parrish
NOTARY PUBLIC

My Commission Expires: 1-23-94

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is NONE.

Patsy C. Davidson
AFFIANT

Sworn to and subscribed before me this the 29th day of December, 1992.

Adair Parrish
NOTARY PUBLIC

My Commission Expires: 1-23-94

8828

EXHIBIT B

THIS INSTRUMENT PREPARED BY:

Mail
Homer R. Ayers, Attorney-at-Law
Bank of Goodlettsville, Suite 201
Goodlettsville, Tennessee 37072

QUITCLAIM DEED

BOOK 8828 PAGE 73

ADDRESS NEW OWNERS:	PERSON/ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:	MAP-PAR.
FRANK D. WILEY 129 Bay Drive Hendersonville, TN 37075	Same as New Owner	Map 71-7 Parcel 163

THIS QUITCLAIM DEED made and entered into on the day and date acknowledged below by and between ALLEN D. WILEY and wife, EMILY ANN WILEY, hereinafter referred to as the "GRANTORS", and FRANK D. WILEY, his heirs or assigns, hereinafter referred to as the "GRANTEE":

WITNESSETH:

WHEREAS, by Warranty Deed of record in Book 8497, page 426, Register's Office for Davidson County, Tennessee, the GRANTEE, FRANK D. WILEY, joined by his wife, ANITA H. WILEY, conveyed to ALLEN D. WILEY and wife, EMILY ANN WILEY, the GRANTORS herein, their heirs or assigns, subject to a life estate retained in FRANK D. WILEY, certain real property in Davidson County, Tennessee, as hereinbelow described, to which Warranty Deed reference is hereby made for a more complete and accurate description of the property conveyed and the terms, provisions and conditions contained therein; and,

WHEREAS, by Deed of Trust of record in Book 8497, page 429, Register's Office for Davidson County, Tennessee, ALLEN D. WILEY and EMILY ANN WILEY, the MORTGAGORS, conveyed to HOMER R. AYERS, Trustee, the real property hereinbelow described to secure to the BENEFICIARY, FRANK D. WILEY, the payment of one (1) note in the principal amount of One Hundred Eighty Thousand Dollars ($180,000.00), to which Deed of Trust reference is hereby made for a more complete description of the property and the terms, conditions and provisions contained therein; and,

WHEREAS, there was never a meeting of the minds concerning the said transactions; and,

WHEREAS, the parties desire to revoke each of the said transactions to the end that the said Warranty Deed and Deed of Trust, together with the underlying note will become void ab initio.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), each to the other paid, and other good and valuable considerations, the receipt of all of which are hereby acknowledged, the GRANTORS, ALLEN D. WILEY and wife, EMILY ANN WILEY, have bargained, sold and quitclaimed unto the GRANTEE, FRANK D. WILEY, his heirs or assigns, all of the GRANTORS' right, title or interest in and to certain real property in Davidson County, Tennessee, described as follows, to-wit:

LOT No. 5 on the Nashville Trust Company's Subdivision of the lands of John Woodard, deceased, of record in Book 161, page 127, Register's Office for Davidson County, Tennessee.

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SAID Lot fronts 278.5 feet on the easterly side of Dickerson Turnpike, and runs back between lines, 425.3 feet on the north line, 423.75 feet to the south line as measured from the center line of said Dickerson Turnpike to the center of an unnamed avenue on which it measures 278.5 feet and contains 2.714 acres, more or less.

BEING the same property conveyed to Allen D. Wiley and wife, Emily Ann Wiley, by deed from Frank D. Wiley, joined by his wife, Anita H. Wiley, of record in Book 8497, page 426, Register's Office for Davidson County, Tennessee.

The legal description, as hereinabove set forth, is the same as that contained in the previous deed of record.

The current mailing address for the said property is 1605 Dickerson Road, Nashville, Tennessee 37207.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on this the 29th day of December, 1992.

GRANTEE

FRANK D. WILEY

GRANTORS

ALLEN D. WILEY

EMILY ANN WILEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ALLEN D. WILEY and wife, EMILY ANN WILEY, and ANITA H. WILEY, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 29th day of December, 1992.

NOTARY PUBLIC

ADAIR FARRISH NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 1-23-94

6889 12/31 0101 03CHECK 8.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is NONE.

AFFIANT

Sworn to and subscribed before me this the 29th day of December, 1992.

NOTARY PUBLIC

ADAIR FARRISH NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 1-23-94

7.8.3.2.5.

IDENTIFICATION REFERENCE

Dec 31 9 16 AM '92

L.E.C. WILKINS II REGISTER DAVIDSON COUNTY, TN

MAIL ENV.



LAST WILL AND TESTAMENT

OF

ANITA H. WILEY

I, **ANITA H. WILEY**, of Hendersonville, Sumner County, Tennessee, do make, publish and declare this my Last Will and Testament, hereby revoking all former Wills and Codicils.

ITEM I

I direct that all of my just debts (except secured debts, which may be paid off or retained in the discretion of my Executors) including unpaid charitable pledges and the cost of administration of my estate, be paid as soon as may be convenient after my death. My Executors, in their sole and absolute discretion, may pay from my domiciliary estate all or any portion of the costs of ancillary administration and similar proceedings in other jurisdictions. Except as otherwise provided herein, I further direct that all estate, inheritance and other taxes of the same nature which are payable because of my death 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 my residuary estate (after any reductions due to amounts passing to the marital bequest for my husband) as an expense of administration and without apportionment, and with no right of reimbursement from any recipient or beneficiary of any such property. Any interest and penalties payable with respect to said taxes shall be a charge against the income from my residuary estate.

ITEM II

I intend to leave a list of certain items of tangible personal property which I would like to pass to certain individuals upon my death. I direct my Executor to locate said list and to distribute the property outlined in such list to the individuals identified therein who survive me. Except as otherwise provided in the list, if any such individual predeceases me, then the bequest to such individual shall lapse.

ITEM III

I bequeath my household furnishings, personal effects, automobiles and all other tangible personal property (except cash on hand or deposit and the property bequeathed under the provisions of Item II) to **FRANK D. WILEY**, whom I hereinafter refer to as my husband, if he survives me; but if he does not survive me, then one-half (1/2) of such property shall be distributed to **ALLEN DEVERE WILEY**, whom I hereinafter refer to as my son, and his wife, **EMILY**, or the survivor of them, provided one of them survives me. The remainder (or all) of such property shall be divided between or among my grandchildren, **DIRK G. WILEY, HEATHER M. WILEY HARPER** and **WENDLA ELIZABETH WILEY** in as nearly equal shares, as to the value thereof, as shall be practicable and in such manner, as to the individual items thereof, as such recipients shall desire, with the issue then living of any deceased grandchild taking the deceased grandchild's share of such property, per stirpes. In the event that such recipients cannot agree upon such division, the division of such property between or among such issue by my Executors shall be conclusive and final.

ITEM IV

If my husband survives me, then:

A. I give, devise and bequeath to my husband an amount equal in value to the maximum allowable marital deduction as finally determined for federal estate tax purposes, diminished by the value for such purposes of all other items in my gross estate which pass or have passed to or for the benefit of my husband under other provisions of this Will or otherwise in such manner as to qualify for and be allowed as a marital deduction, but no greater amount than is necessary to reduce to zero the federal estate taxes payable as a result of my death. In making the computation to determine said amount, the final determination in the federal estate tax proceedings shall control.

B. My Executors are authorized to satisfy the foregoing bequest in money or in kind or partly in each and if wholly or partly in kind, to select, transfer and convey the specific asset or assets so selected. Provided, however, any assets transferred in kind to satisfy said bequest shall be valued for that purpose at the value finally determined for federal estate tax purposes. Assets allocated to this bequest shall, in the aggregate, be fairly representative of all appreciation and depreciation in the value of all property which may occur while such property is held in my estate. This bequest shall carry with it (as income and not as principal) its proportionate share of the income of my estate from the date of my death. Further, only assets which qualify for the marital deduction shall be used to satisfy said bequest.

ITEM V

All the rest, residue and remainder of my estate shall be held in trust and shall be administered and distributed according to the following terms and conditions:

A. During the period prior to the death of my husband, the Trustees are authorized to distribute the net income and principal to and for the use of my husband, in such amounts as the Trustees, in their sole and absolute discretion, deem advisable. The Trustees shall bear in mind that it is my primary concern that my husband be properly cared for during his life.

B. Upon the death of my husband or upon my death if he does not survive me, the Trust shall terminate. One-half (1/2) of the trust property shall be distributed to my son and his wife, **EMILY** or the survivor them provided one of them survives me. The remainder of the trust property shall be distributed in equal shares to my above-named grandchildren with the issue then living of any deceased grandchild taking the deceased grandchild's share of such property, per stirpes.

C. Whenever income and/or principal may be distributed to or for the benefit of a beneficiary, such distributions may be made directly to such beneficiary or to others for the use or benefit of such beneficiary, as the Trustees deem proper. The receipt of the distributee shall be a sufficient acquittance for the Trustees. Further, such distributions may be made without the intervention of any guardian or the approval of any court.

D. Any income from any trust herein created accrued for any beneficiary which is undistributed at the time of the death of such beneficiary shall not be payable to the estate of such beneficiary, but shall be payable to the next income beneficiary of such trust or share thereof. No apportionment or accounting shall be made to the estate of any deceased beneficiary of such trusts for any amount of income undistributed on the date of death of such beneficiary.

E. Except as otherwise provided, no part of any trust estate 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 the same, or any part thereof, nor anticipate the same, or any part thereof, by assignment or otherwise.

ITEM VI

In the administration of the trust herein created and the distribution of the income and principal thereof, the Trustees, in addition to and not by limitation of the duties or powers provided elsewhere in this Will or by law, shall have the following powers:

A. The powers enumerated in the provisions of Section 35-50-110 Tennessee Code Annotated, including the introductory paragraph and all subparagraphs thereof to the extent applicable. Said provisions (as in force on the date of execution of this Will) are hereby incorporated herein by reference as fully as though copied herein verbatim, notwithstanding that said statute may be amended hereafter or repealed.

B. The Trustees may purchase real property and may establish a reasonable reserve for the repair, maintenance or improvement of any real property which the Trustees hold in trust. The reserve may be funded from trust income, and any reference to net income in this Will shall mean gross income less expenses charged to income and less the amounts set aside under this paragraph.

C. Whenever it shall become necessary to distribute any of the trust assets or to satisfy a pecuniary amount, such distribution shall be made in any manner deemed proper by the Trustees and may be made in cash or in kind, or partly in cash and partly in kind. Also, the judgment of the Trustees on the relative value of such assets shall be binding and conclusive on all interested parties.

D. The Trustees shall not be required to render an accounting to any court; however, an annual accounting of the trust shall be rendered to my husband. Upon his death, or if he predeceases me, the annual accounting shall be rendered to the then trust income beneficiaries (or their guardians).

ITEM VII

I intend that the value for federal estate tax purposes of the property passing to my husband, in trust or otherwise, shall qualify for the marital deduction allowed by the federal estate and Tennessee inheritance tax laws applicable to my estate. All questions which arise with respect to said property shall be resolved accordingly. To this end, the duties and powers of the Executors and Trustees with respect to the property shall be exercised and exercisable during the period that my husband survives me, only in a manner consistent with this intention.

ITEM VIII

In addition to any powers or duties provided by other provisions in this Will or by statute or court decisional law, my Executors shall have the following powers:

A. Any power conferred upon my Trustees which would be appropriate for dealing with property to be held in trust following the close of my estate's administration while any such property is instead held in my estate.

B. The power to exercise any election available to my estate with regard to claiming any administration expense of my estate either as a deduction for any death tax or income tax purpose. Said elections may be made in such manner as will minimize the total tax burden on my estate and shall not require adjustments as between the income and principal accounts of my estate. I hereby relieve my Executors of any liability to any beneficiary by reason of making or failing to make any such election.

ITEM IX

A. I appoint my husband and my son **ALLEN DEVERE WILEY**, as Co-Executors of this Will. If one of them does not survive me or is unwilling or unable to serve or continue to serve as such Co-Executor, then the other shall serve as sole Executor.

B. I appoint my husband and son as Co-Trustees of the trusts established under this Will. If one of them does not survive me or is unwilling or unable to serve or continue to serve as such Co-Trustee, then the other shall serve as sole Trustee.

C. I direct that my Executors and Trustees shall not be required to give any bond for the performance of their duties. Purchasers from, lenders to and others dealing with them shall not be required to inquire as to the occasion for such sale, loan or other transaction, nor to see to the application of the purchase, loan or other money or property. Written receipts and/or cancelled checks retained by my Executors and Trustees shall be good and sufficient discharges for the sum therein stated to have been received. Transfer agents and other persons dealing with my Executors and Trustees may deal with them as if they were the sole owner of the property dealt with.

D. The Executors and Trustees may from time to time receive reasonable compensation for their services and such expenses may be charged, in the Executors' and Trustees' discretion, to either income or principal.

ITEM X

The following provisions shall control the appointment and removal of a Trustee:

A. Any Trustee under this Will shall have the right to resign from such capacity on sixty (60) days written notice to my husband, and may be removed as such Trustee by written notice thereof delivered to said Trustee and signed by my husband. In the event of the resignation or removal of the Trustee, a successor Trustee shall be appointed. The successor Trustee shall be any individual or entity designated for this purpose by my husband.

B. It is my intent that a power to remove a Trustee shall not be deemed a general power of appointment with regard to any individual possessing such power of removal, either alone or in conjunction with others.

ITEM XI

As used in this Will, the following definitions shall apply:

A. In referring to any person, a word of one gender shall be deemed to include the other, and a reference to the singular shall include the plural, and vice-versa, if the context indicates that such a reading would be appropriate. If a successor Executor or Trustee is appointed, then reference to the word "Executors" or "Trustees" shall be deemed to refer to such successor Executor or Trustee.

B. Upon the termination or division of any trust created herein, the term "issue" is to be interpreted so as to insure that living parents do not share any distributions of income or principal with their issue, but rather the parent would take to the exclusion of his or her issue. In addition, the terms "issue, "child" or "children" shall include adopted persons.

ITEM XII

In the event that I and my husband die under such circumstances that the order of our deaths cannot be established by sufficient evidence, it shall be conclusively presumed for all purposes that I survived my husband.

IN WITNESS WHEREOF, I have hereunto set my hand to this my Last Will and Testament, this 22 day of Nov, 1991.

Anita H. Wiley
ANITA H. WILEY

The foregoing instrument was signed, published and declared by the said **ANITA H. WILEY** 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 22 day of Nov., 1991.

Patsy C. Davidson
WITNESS

126 Camino Cir., Hendersonville, TN 37075
ADDRESS

Kathy White
WITNESS

167 Wildside Dr., Hendersonville, TN 370.
ADDRESS

AFFIDAVIT BY WITNESSES TO WILL

Each of the aforesaid witnesses, being Patsy C. Davidson and Kathy White, subscribed to the foregoing Will of **ANITA H. WILEY**, executed on the 22 day of December, 1991, having been requested by the said **ANITA H. WILEY** 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 **ANITA H. WILEY** 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 by signing it 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 said 22 day of Dec., 1991.

Patsy C. Davidson

Kathy White

Sworn to and subscribed to before me,
this 22nd day of December, 1991.

NOTARY PUBLIC

My Commission Expires:

9/7/93



LAST WILL AND TESTAMENT

OF

FRANK D. WILEY

I, **FRANK D. WILEY**, of Hendersonville, Sumner County, Tennessee, do make, publish and declare this my Last Will and Testament, hereby revoking all former Wills and Codicils.

ITEM I

I direct that all of my just debts (except secured debts, which may be paid off or retained in the discretion of my Executors) including unpaid charitable pledges and the cost of administration of my estate, be paid as soon as may be convenient after my death. My Executors, in their sole and absolute discretion, may pay from my domiciliary estate all or any portion of the costs of ancillary administration and similar proceedings in other jurisdictions. Except as otherwise provided herein, I further direct that all estate, inheritance and other taxes of the same nature which are payable because of my death 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 my residuary estate (after any reductions due to amounts passing to the marital bequest for my wife) as an expense of administration and without apportionment, and with no right of reimbursement from any recipient or beneficiary of any such property. Any interest and penalties payable with respect to said taxes shall be a charge against the income from my residuary estate.

ITEM II

I intend to leave a list of certain items of tangible personal property which I would like to pass to certain individuals upon my death. I direct my Executors to locate said list and to distribute the property outlined in such list to the individuals identified therein who survive me. Except as otherwise provided in the list, if any such individual predeceases me, then the bequest to such individual shall lapse.

ITEM III

I bequeath my household furnishings, personal effects, automobiles and all other tangible personal property (except cash on hand or deposit and the property bequeathed under the provisions of Item II) to **ANITA H. WILEY**, whom I hereinafter refer to as my wife, if she survives me; but if she does not survive me, then one-half (1/2) of such property shall be distributed to **ALLEN DEVERE WILEY**, whom I hereinafter refer to as my son, and his wife, **EMILY**, or the survivor of them, provided one of them survives me. The remainder (or all) of such property shall be divided between or among my grandchildren, **DIRK G. WILEY**, **HEATHER M. WILEY HARPER** and **WENDLA ELIZABETH WILEY** in as nearly equal shares, as to the value thereof, as shall be practicable and in such manner, as to the individual items thereof, as such recipients shall desire, with the issue then living of any deceased grandchild taking the deceased grandchild's share of such property, per stirpes. In the event that such recipients cannot agree upon such division, the division of such property between or among such issue by my Executors shall be conclusive and final.

ITEM IV

If my wife survives me, then:

A. I give, devise and bequeath to my wife an amount equal in value to the maximum allowable marital deduction as finally determined for federal estate tax purposes, diminished by the value for such purposes of all other items in my gross estate which pass or have passed to or for the benefit of my wife under other provisions of this Will or otherwise in such manner as to qualify for and be allowed as a marital deduction, but no greater amount than is necessary to reduce to zero the federal estate taxes payable as a result of my death. In making the computation to determine said amount, the final determination in the federal estate tax proceedings shall control.

B. My Executors are authorized to satisfy the foregoing bequest in money or in kind or partly in each and if wholly or partly in kind, to select, transfer and convey the specific asset or assets so selected. Provided, however, any assets transferred in kind to satisfy said bequest shall be valued for that purpose at the value finally determined for federal estate tax purposes. Assets allocated to this bequest shall, in the aggregate, be fairly representative of all appreciation and depreciation in the value of all property which may occur while such property is held in my estate. This bequest shall carry with it (as income and not as principal) its proportionate share of the income of my estate from the date of my death. Further, only assets which qualify for the marital deduction shall be used to satisfy said bequest.

ITEM V

All the rest, residue and remainder of my estate shall be held in trust and shall be administered and distributed according to the following terms and conditions:

A. During the period prior to the death of my wife, the Trustees are authorized to distribute the net income and principal to and for the use of my wife, in such amounts as the Trustees, in their sole and absolute discretion, deem advisable. The Trustees shall bear in mind that it is my primary concern that my wife be properly cared for during her life.

B. Upon the death of my wife or upon my death if she does not survive me, the Trust shall terminate. One-half (1/2) of the trust property shall be distributed to my son and his wife, **EMILY** or the survivor of them provided one of them survives me. The remainder of the turst property shall be distributed in equal shares to my above-named grandchildren with the issue then living of any deceased grandchild taking the deceased grandchild's share of such property, per stirpes.

C. Whenever income and/or principal may be distributed to or for the benefit of a beneficiary, such distributions may be made directly to such beneficiary or to others for the use or benefit of such beneficiary, as the Trustees deem proper. The receipt of the distributee shall be a sufficient acquittance for the Trustees. Further, such distributions may be made without the intervention of any guardian or the approval of any court.

D. Any income from any trust herein created accrued for any beneficiary which is undistributed at the time of the death of such beneficiary shall not be payable to the estate of such beneficiary, but shall be payable to the next income beneficiary of such trust or share thereof. No apportionment or accounting shall be made to the estate of any deceased beneficiary of such trusts for any amount of income undistributed on the date of death of such beneficiary.

E. Except as otherwise provided, no part of any trust estate 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 the same, or any part thereof, nor anticipate the same, or any part thereof, by assignment or otherwise.

ITEM VI

In the administration of the trust herein created and the distribution of the income and principal thereof, the Trustees, in addition to and not by limitation of the duties or powers provided elsewhere in this Will or by law, shall have the following powers:

A. The powers enumerated in the provisions of Section 35-50-110 Tennessee Code Annotated, including the introductory paragraph and all subparagraphs thereof to the extent applicable. Said provisions (as in force on the date of execution of this Will) are hereby incorporated herein by reference as fully as though copied herein verbatim, notwithstanding that said statute may be amended hereafter or repealed.

B. The Trustees may purchase real property and may establish a reasonable reserve for the repair, maintenance or improvement of any real property which the Trustees hold in trust. The reserve may be funded from trust income, and any reference to net income in this Will shall mean gross income less expenses charged to income and less the amounts set aside under this paragraph.

C. Whenever it shall become necessary to distribute any of the trust assets or to satisfy a pecuniary amount, such distribution shall be made in any manner deemed proper by the Trustees and may be made in cash or in kind, or partly in cash and partly in kind. Also, the judgment of the Trustees on the relative value of such assets shall be binding and conclusive on all interested parties.

D. The Trustees shall not be required to render an accounting to any court; however, an annual accounting of the trust shall be rendered to my wife. Upon her death, or if she predeceases me, the annual accounting shall be rendered to the then trust income beneficiaries (or their guardians).

ITEM VII

I intend that the value for federal estate tax purposes of the property passing to my wife, in trust or otherwise, shall qualify for the marital deduction allowed by the federal estate and Tennessee inheritance tax laws applicable to my estate. All questions which arise with respect to said property shall be resolved accordingly. To this end, the duties and powers of the Executors and Trustees with respect to the property shall be exercised and exercisable during the period that my wife survives me, only in a manner consistent with this intention.

ITEM VIII

In addition to any powers or duties provided by other provisions in this Will or by statute or court decisional law, my Executors shall have the following powers:

A. Any power conferred upon my Trustees which would be appropriate for dealing with property to be held in trust following the close of my estate's administration while any such property is instead held in my estate.

B. The power to exercise any election available to my estate with regard to claiming any administration expense of my estate either as a deduction for any death tax or income tax purpose. Said elections may be made in such manner as will minimize the total tax burden on my estate and shall not require adjustments as between the income and principal accounts of my estate. I hereby relieve my Executors of any liability to any beneficiary by reason of making or failing to make any such election.

F.D.W.
FDW

ITEM IX

A. I appoint my wife and my son **ALLEN DEVERE WILEY**, as Co-Executors of this Will. If one of them does not survive me or is unwilling or unable to serve or continue to serve as such Co-Executor, then the other shall serve as sole Executor.

B. I appoint my wife and son as Co-Trustees of the trusts established under this Will. If one of them does not survive me or is unwilling or unable to serve or continue to serve as such Co-Trustee, then the other shall serve as sole Trustee.

C. I direct that my Executors and Trustees shall not be required to give any bond for the performance of their duties. Purchasers from, lenders to and others dealing with them shall not be required to inquire as to the occasion for such sale, loan or other transaction, nor to see to the application of the purchase, loan or other money or property. Written receipts and/or cancelled checks retained by my Executors and Trustees shall be good and sufficient discharges for the sum therein stated to have been received. Transfer agents and other persons dealing with my Executors and Trustees may deal with them as if they were the sole owner of the property dealt with.

D. The Executors and Trustees may from time to time receive reasonable compensation for their services and such expenses may be charged, in the Executors' and Trustees' discretion, to either income or principal.

ITEM X

The following provisions shall control the appointment and removal of a Trustee:

A. Any Trustee under this Will shall have the right to resign from such capacity on sixty (60) days written notice to my wife, and may be removed as such Trustee by written notice thereof delivered to said Trustee and signed by my wife. In the event of the resignation or removal of the Trustee, a successor Trustee shall be appointed. The successor Trustee shall be any individual or entity designated for this purpose by my wife.

B. It is my intent that a power to remove a Trustee shall not be deemed a general power of appointment with regard to any individual possessing such power of removal, either alone or in conjunction with others.

ITEM XI

As used in this Will, the following definitions shall apply:

A. In referring to any person, a word of one gender shall be deemed to include the other, and a reference to the singular shall include the plural, and vice-versa, if the context indicates that such a reading would be appropriate. If a successor Executor or Trustee is appointed, then reference to the word "Executors" or "Trustees" shall be deemed to refer to such successor Executor or Trustee.

B. Upon the termination or division of any trust created herein, the term "issue" is to be interpreted so as to insure that living parents do not share any distributions of income or principal with their issue, but rather the parent would take to the exclusion of his or her issue. In addition, the terms "issue, "child" or "children" shall include adopted persons.

ITEM XII

In the event that I and my wife die under such circumstances that the order of our deaths cannot be established by sufficient evidence, it shall be conclusively presumed for all purposes that my wife survived me.

FDW

IN WITNESS WHEREOF, I have hereunto set my hand to this my Last Will and Testament, this 22 day of Nov, 1991.

Frank D. Wiley
FRANK D. WILEY

The foregoing instrument was signed, published and declared by the said **FRANK D. WILEY** as and for his Last Will and Testament on the day and year written above, in our presence and in the presence of each of us who, at his request, in his presence and in the presence of each other, have subscribed our names as witnesses this 22 day of Nov., 1991.

WITNESS — 167 Hillside Dr., Hendersonville, TN 37075
ADDRESS

Patsy C. Davidson
WITNESS — 126 Camino Cir., Hendersonville TN 37075
ADDRESS

AFFIDAVIT BY WITNESSES TO WILL

Each of the aforesaid witnesses, being Kathy White and Patsy C. Davidson, subscribed to the foregoing Will of **FRANK D. WILEY**, executed on the 22 day of Nov., 1991, having been requested by the said **FRANK D. WILEY** 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 **FRANK D. WILEY** was over eighteen (18) years of age, was of sound mind, declared the foregoing instrument to be his Last Will and Testament, published and executed it by signing it in the presence of all of us who were all present at the same time and we, in his presence, at his request, and in the presence of each other, subscribed our names as witnesses on the said 22 day of Nov., 1991.

Kathy White

Patsy C. Davidson

Sworn to and subscribed to before me,
this 22nd day of Nov., 1991.

NOTARY PUBLIC

My Commission Expires:

9/7/93