Davidson County WILL
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RICHARD R. ROOKER, CLERK
D.C.

LAST WILL AND TESTAMENT

OF

VIRGIE M. WATKINS

I, VIRGIE M. WATKINS, a resident of Nashville, 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.

I am a widow, my husband, Henry Watkins, having predeceased me.

The name of my only child is BARBARA COUNTS. All references to my child in this document is to her.

ARTICLE I.
Appointment of Executor and Trustee

A. I nominate and appoint my granddaughter, FRANCENE D. PERRY, to serve as Executor of this my Last Will and Testament, without bond. In the event she fails or ceases to serve, then I nominate and appoint VALERIE CARVER, or whomever she appoints, to serve as alternate Executor, without bond. Whenever the term "Executor" is used herein, it shall be deemed to apply to the party or parties acting as such, and any reference to such party or parties in one gender shall be deemed to mean the proper gender.

B. I nominate and appoint my granddaughter, FRANCENE D. PERRY, to serve as Trustee of the trust herein created, without bond. In the event she fails or ceases to serve, then I nominate and appoint VALERIE CARVER, or whomever she appoints, to serve as alternate or successor Trustee, without bond. 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.

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

ARTICLE II.
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 property that is encumbered by a debt secured by a mortgage may be paid off without right of contribution from my spouse or retained in the discretion of my Executor and such property shall pass subject to such mortgage.

ARTICLE III.
Disposition of Tangible Personal Property

I may leave a memorandum stating my wishes with respect to the disposition of certain items of tangible personal property. Such memorandum will be an expression of my wishes. I hope that the recipient or recipients of my tangible personal property will dispose of the same in accordance with my wishes. Except as otherwise provided in such memorandum, if any individual listed therein does not survive me, then the bequest to that individual shall lapse.

ARTICLE IV.
Disposition of Residuary Estate

I give all the rest, residue and remainder of my property, real, personal and mixed, of whatever kind and character and wherever situated ("my residuary estate"), to the Trustee hereinabove named, as Trustee, to hold, administer and distribute as provided in Article V. below, and the Articles that follow.

ARTICLE V.
Trust Provisions

A. Beneficiary. My daughter, BARBARA COUNTS (hereinafter "Barbara") who is physically disabled to such a degree as to require special care, shall be the sole beneficiary under this Article and this Trust.

1. Income Distribution. The Trustee, as she deems advisable and in her sole discretion, may distribute some or all of the Trust income to or for the benefit of Barbara. Subject to subparagraph A.3, income distributions may be made for any purpose, based on the sole discretion of the Trustee. Any income not distributed shall be accumulated and added to principal at least annually.

2. Principal Distribution. The Trustee, as she deems advisable and in her sole discretion, may distribute some or all of the Trust principal to or for the benefit of Barbara. Subject to subparagraph A.3, principal distributions may be made for any purpose, based on the sole discretion of the Trustee.

3. Limitations on Distributions of Income and Principal. The Trustee shall not distribute any income or principal of the Trust in such a manner as to supplant, impair, or diminish benefits or assistance which Barbara may be receiving or would otherwise be eligible to receive from any local, state, or federal governmental entity as well as from any private agency which provides services or benefits to disabled persons.

4. Statement of Grantor's Intent. I intend that the trust created under this Article shall be a trust for the supplemental needs of Barbara rather than to supplant, impair, or diminish benefits or assistance which Barbara may be receiving or would otherwise be eligible to receive from any local, state, or federal governmental entity as well as from any private agency which provides services or benefits to disabled persons. Consistent with that intent, it is my desire that, before distributing any income or principal from this Trust, the Trustee first consider the availability of all benefits from any governmental or private entity which provides services or benefits to disabled persons, and where appropriate and to the extent possible, endeavor to maximize the collection of such services or benefits for Barbara. For purposes of this subparagraph A.4, supplemental needs could include, but is not limited to, medical and dental care, education, recreation, travel, and dietary needs not otherwise available from governmental or private assistance.

5. Conditional Distributions for Needs for Which Public Assistance Is Available. Notwithstanding the provisions of subparagraphs A.3 and A.4 of this Article, the Trustee may, in her sole discretion, distribute income and/or principal for Barbara's food, clothing, shelter, or health care even if such distributions may result in an impairment or diminution of her receipt or eligibility for governmental or private assistance, but only if the Trustee determines that (i) Barbara's needs will be better met if such distribution is made, and (ii) it is in Barbara's best interests to suffer the consequent effect, if any, on Barbara's receipt or eligibility for such assistance. However, if the mere existence of the Trustee's authority to make distributions pursuant to this subparagraph A.5 results in Barbara's loss of governmental or private assistance, regardless of whether such authority is actually exercised, the authority granted to the Trustee in the preceding sentence shall be void *ab initio*.

6. Limitation on Distributions Subject to Withdrawal. Notwithstanding any other provision of this agreement, no distribution shall be made pursuant to the provisions of this Article if the value of the principal of the trust after the distribution would be less than the aggregate amount subject to withdrawal pursuant to the provisions of the Article titled "Withdrawal Rights," below.

B. Termination of the Trust. The Trust shall terminate upon Barbara's death. Upon termination (or if Barbara does not survive me), the balance of the Trust assets shall be divided into equal shares, one share for each of my grandchildren then living, plus a share *per stirpes* for the issue of any grandchild of mine who shall then be deceased with issue then surviving. For the purpose of dividing the balance of the Trust, the words "then living" as used herein shall mean the date of the later of my death or Barbara's death.

ARTICLE VI.
Underage and Disabled Beneficiaries

A. Trust for Underage or Disabled Beneficiaries. Whenever any outright distribution is required to be made to a beneficiary, other than Barbara, by a provision of this agreement, and the beneficiary is under the age of twenty-one (21), or the beneficiary is legally disabled, the Trustee may retain that beneficiary's share in a separate trust named for the beneficiary until the beneficiary attains the age of twenty-one (21), or until the beneficiary's legal disability has ceased, as follows:

1. Distributions of Trust Income and Principal. The Trustee may apply to or for the benefit of the beneficiary as much of the net income and principal of the trust as the Trustee, in her discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. In making any distributions of income and principal under this Article, the Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement. Any net income not distributed to a beneficiary shall be accumulated and added to principal.

2. Mandatory Distributions of Principal. In addition to the foregoing distributions of principal, if any, when the beneficiary attains the age of twenty-one (21), of if later, when the beneficiary ceases to be disabled, the Trustee shall distribute the balance of the trust's accumulated net income and principal, as it is then constituted, to the beneficiary, free of the trust.

3. Distribution Upon the Beneficiary's Death. Upon the death of the beneficiary, all remaining property in the trust shall be distributed to the beneficiary's estate.

B. Methods of Payment. Whenever the Trustee desires to make a discretionary distribution of income or principal pursuant to the provisions of this agreement to or for the benefit of a beneficiary, other than Barbara, who is under the age of twenty-one (21), or disabled, such distribution may be made in any one or more of the following ways:

1. Directly to the beneficiary;

2. To persons, corporations, or other entities for the use and benefit of the beneficiary;

3. To an account in a commercial bank, brokerage or savings institution in the name of the beneficiary, or in a form reserving the title, management, and custody of the account to a suitable person, corporation, or other entity for the use and benefit of the beneficiary;

4. In any prudent form of annuity purchased for the use and benefit of the beneficiary;

5. To any person or duly licensed financial institution, including the Trustee, as a custodian under the Uniform Transfers to Minors Act, or any similar act, of any state, or in any manner allowed by any state statute dealing with gifts or distributions to minors or other individuals under a legal disability;

6. To any guardian or conservator of the beneficiary; and

7. To invest in or contribute to a qualified Code Section 529 plan as an account owner on behalf of a beneficiary and exercise any options under such account consistent with the purposes set forth herein.

C. Assistance for Caretakers.

1. Payments for Residential Expenses. If any minor or disabled child of mine, other than Barbara, or the minor or disabled descendants of a deceased child of mine, are placed in the home of an individual other than the parent of such beneficiary, such as a relative, guardian, or conservator ("Caretaker"), the Trustee shall furnish those trust funds which the Trustee deems, in her sole and absolute discretion, to be necessary or advisable to assist the Caretaker in providing adequate care and housing for the beneficiary. The Trustee is authorized to distribute a portion of the income or principal, in such amounts and proportions as she shall determine in her sole discretion, to any such Caretaker who is caring for a beneficiary and who, in order to provide comfortable care and shelter for such beneficiary, may need to:

a. improve the Caretaker's home;

b. purchase a more suitable home for the Caretaker; or

c. purchase personal property, appliances, or any other related appurtenances.

All amounts thus disbursed shall become the separate property of the Caretaker and shall not be subject to a claim by any beneficiary.

2. Payments for Other Expenses. In addition to the foregoing, the Trustee is authorized to distribute out of income or principal, in such amounts and proportions as she shall determine in her sole discretion as reimbursement to the Caretaker for any out-of-pocket expenditures made by such Caretaker on behalf of any beneficiary, to the extent he or she is not otherwise reimbursed.

3. Limitations of Trustee/Caretaker. Notwithstanding anything in this agreement to the contrary, if a Caretaker is also serving as a Trustee of any trust created under this agreement for the benefit of one or more of the same beneficiaries, any distributions made under subparagraph C.1 of this Article must be made by a Trustee of such trust other than the Caretaker, and the decisions of such other Trustee as to any such distributions shall be final and binding. If no other Trustee is then serving, then a Trustee may be appointed by the Caretaker as a special Trustee solely to make any such distributions to the Caretaker, so long as such Trustee is not related or subordinate to the Caretaker (within the meaning of Code Section 672(c), as if the Caretaker were a "grantor").

ARTICLE VII.
Protective Clause

Except as otherwise provided herein, no power of appointment shall be subject to involuntary exercise and neither the principal of any trust created hereunder nor the income therefrom while in the hands of the Trustee shall 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, by assignment or otherwise. Any such attempted sale, assignment, alienation, pledge or attachment of the principal or income held in any trust hereunder shall be null and void and shall not be recognized under any circumstances by the Trustee. In the event of any attempted sale, assignment, alienation, pledge, attachment, execution or claim resulting from an act of a beneficiary or beneficiaries, voluntarily, involuntarily, by operation of law, by

bankruptcy or otherwise with respect to the principal or income of any trust created hereunder, the Trustee is authorized to withhold from such beneficiary or beneficiaries all or part of any distribution otherwise payable thereunder to such beneficiary or beneficiaries until such attempted anticipation, voluntary or involuntary transfer or lien is completely removed, during which time the Trustee may apply such distribution, or any part thereof, for the use and benefit of such beneficiary or beneficiaries in such amount or amounts and in such manner as the Trustee, in her sole discretion, may determine is necessary for such beneficiary's health, education, maintenance and support, taking into consideration all financial resources of which the Trustee has actual knowledge.

IN WITNESS WHEREOF, I have hereunto set my hand to this my Last Will and Testament, on 7th day of January, 2003.

Virgie M Watkins
VIRGIE M. WATKINS

The foregoing Will was, on the day and year written above, published and declared by VIRGIE M. WATKINS, in our presence to be her Will. We, in her presence and at her request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

WITNESSES:

Denise Tucker ADDRESS: 221 Burris Rd
Mt. Juliet, TN 37122

Tammy Morris ADDRESS: 100 Dover Point
Hendersonville, TN 37075

AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

We, the witnesses, whose names are signed to the foregoing Will and printed below, having been sworn, declared to the undersigned officer that VIRGIE M. WATKINS, in the presence of both witnesses, signed the instrument declaring it to be her last Will, and that each of the witnesses, in the presence of VIRGIE M. WATKINS, and in the presence of each other, signed the Will as a witness.

We declare that at the time of our attestation of this Will, VIRGIE M. WATKINS was, according to our best knowledge and belief, over the age of eighteen, under no undue duress or constraint, of sound and disposing mind, memory and understanding, and in all respects competent to make a Will.

WITNESS — (Printed name) Denise Hickerson

WITNESS — (Printed name) Tammy Morris

SWORN TO AND SUBSCRIBED before me, this 7th day of January 2003.

KIM NATALIE PARSONS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENN.

Kim Natalie Parsons
NOTARY PUBLIC

My Commission Expires: My Commission Expires SEPT. 30, 2006

THIS INSTRUMENT PREPARED BY:
CHARLES A. TROST
WALLER LANSDEN DORTCH & DAVIS,
A Professional Limited Liability Company
511 Union Street, Suite 2100
Nashville, Tennessee 37219-1760
January 6, 2003

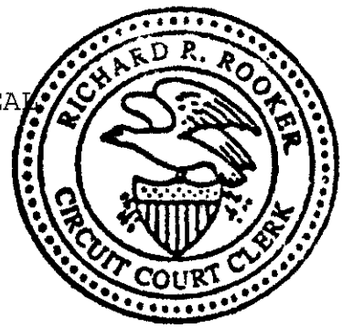
STATE OF TENNESSEE

I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Last Will and Testament heretofore entered in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 07 day of JANUARY , 2004 , in the Case Number 04P24 WATKINS, VIRGIE M deceased,
as same remains of record in Vol. 5557 , Page 1363689 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 26 day of AUGUST in the year two thousand four and in the 228th year of American Independence.

RICHARD R. ROOKER, Clerk,

SEAL



By _____
Deputy Clerk