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RICHARD R. ROOKER, CLERK

D.C.

LAST WILL AND TESTAMENT OF JOE W. POSEY

I, JOE W. POSEY, a resident of and domiciled in Davidson County, Tennessee, do hereby make, publish and declare the following to be my Last Will and Testament, hereby revoking all of my prior wills and codicils.

ARTICLE ONE
IDENTIFICATION

My mother is EVIDEANE W. MALONE, and all references herein to "my mother" are to said individual. My only grandchildren are SARAH E. RAMSEY and MICHAEL S. RAMSEY, and all references in this instrument to "my grandchild" or "my grandchildren" are to said individuals.

ARTICLE TWO
DEBTS

I DIRECT that all of my just debts, including obligations of mine secured by mortgage on, lien against, or pledge of any real property or personal property owned by me individually or jointly, my funeral expenses, including the cost of a suitable cemetery plot, if necessary, and the cost of a suitable monument at my grave, the expenses of my last illness, and the cost of administration of my estate, be paid out of the residue of my estate as soon as may be convenient after my death; provided, however, my Personal Representative shall not be required to pay any obligation in advance of its maturity.

ARTICLE THREE
PERSONAL PROPERTY

I GIVE and BEQUEATH certain items of personal property in accordance with the terms and conditions of a written memorandum which I have prepared in my own handwriting, which should be found with this Will. In the event that such memorandum is not found within thirty (30) days after the date of my death, then my Co-Personal Representatives may distribute my personal property as if such memorandum was never provided for in this Will. I DIRECT my Co-Personal Representatives to dispose of all other tangible personal property owned by me at the time of my death, including, but not limited to furniture, furnishings, wearing apparel, jewelry and vehicles, whether by sale, charitable contribution, or otherwise, in my Co-Personal Representatives' discretion, and I DIRECT that the proceeds of such disposition, if any, shall be added to the principal of the Trust provided for in Article Four hereof.

ARTICLE FOUR
RESIDUARY BEQUEST

A. All the rest, residue and remainder of my property and estate, both real and

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Fees:52.00 Taxes:0.00
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personal, of whatsoever kind and wheresoever situated, of which I shall die seized or possessed or of which I shall be entitled to dispose at the time of my death (my "residuary estate"), I GIVE, DEVISE and BEQUEATH to my Trustees, hereinafter named, IN TRUST, for the following purposes:

1. The Trustees shall manage, invest and reinvest the principal amount of my residuary estate, and collect the income therefrom, and apply said net income and principal for the health, maintenance and support of EVIDEANE W. MALONE during her lifetime, to such extent and at such times as the Trustees, in their absolute discretion, shall determine. Any net income not so applied shall be accumulated, and added to the principal of the trust at least annually and thereafter shall be held, administered and disposed of as part thereof.

2. Upon the death of EVIDEANE W. MALONE, the Trustees shall pay all expenses, including funeral expenses, incurred during the lifetime of EVIDEANE W. MALONE for her benefit. After such payment, the Trustees shall:

a. Distribute to SARAH E. RAMSEY, twenty-five percent (25%) of the principal balance and accrued income of the said Trust;

b. Distribute to TARA LOUISE MANGING, of 12 Mayfair House, Piccadilly Plaza, Piccadilly York, England YO192T, twenty-five percent (25%) of the principal balance and accrued income of the said Trust;

c. Divide the remainder of the principal balance and accrued interest of the Trust into equal shares for the benefit of MICHAEL S. RAMSEY and CHRISTOPHER JAMES MANGING, of 30 Country House, Monkgate, York, England YO317NS, and continue to hold such shares, IN TRUST, and continue to manage, invest and reinvest the same, to collect the income therefrom, for the following uses and purposes:

(1) Distribute the sum of $1,000.00, per month, plus accrued interest attributable to his share of the Trust, to MICHAEL S. RAMSEY, until such time as he attains the age of twenty-five (25) years, at which time the remainder of his share of the Trust shall be distributed to him;

(2) Distribute the sum of $1,000.00, per month, plus accrued interest attributable to his share of the Trust, to CHRISTOPHER JAMES MANGING, until such time as he attains the age of thirty-two (32) years, at which time the remainder of his share of the Trust shall be distributed to him; and

(3) Notwithstanding the foregoing, the Trustees may, in their discretion, utilize the principal amounts of the respective shares the Trust set aside for the benefit of MICHAEL S. RAMSEY and CHRISTOPHER JAMES MANGING for the health of the respective beneficiaries,

3. If a beneficiary of the Trust has died before the distribution of shares provided

Drew Ramsey

for herein, such beneficiary's' share shall continue to be held by the Trustees, IN TRUST, for the benefit of said deceased beneficiary's descendants living on the date of distribution, for the following uses and purposes: to manage, invest and reinvest the same, to collect the income therefrom, and to apply the principal and income to the expense of the health, education and maintenance for each such descendant, as the Trustees shall, in their discretion, determine to be appropriate. Upon each such descendant attaining the age of twenty-five (25) years, the Trustees shall distribute to such descendant his or her per capita share of the principal of said share of the Trust.

4. If a beneficiary of mine has died before the distribution of shares provided for herein with no descendants, such beneficiary's share shall be added to the share set aside for the sibling of such deceased beneficiary.

5. If at the time of the termination of this Trust, I have no surviving beneficiaries, as described above, I DIRECT that my Trustees distribute the Trust Estate in equal shares to The Elephant Sanctuary in Hohenwald, Tennessee, and to Happy Tales Humane, Inc., in Franklin, Tennessee.

ARTICLE FIVE
FIDUCIARIES

A. I NOMINATE and APPOINT as my Co-Personal Representatives, ROYCE RHEA, CPA, and CARL T. WOOD, or the survivor of them.

B. I NOMINATE and APPOINT as Trustees of the Trust described in Article Four hereof, ROYCE RHEA, CPA, and CARL T. WOOD, or the survivor of them. I AUTHORIZE my Trustees to appoint as Co-Trustees hereunder any individual or entity as my Trustees deem advisable to assist in the management of the trust established hereunder.

C. I DIRECT that no bond or other security shall be given by or required of any person hereinabove named for the faithful performance of such person's fiduciary duties in any capacity hereunder.

D. I AUTHORIZE my Co-Personal Representatives to administer and settle my estate without the necessity of filing an inventory or making any report or final settlement with any court to the extent permitted by law. I expressly waive appraisal of my estate in the event an appraisal shall be required by law.

E. I DIRECT that any fiduciary serving hereunder shall be entitled to receive reasonable compensation for his or her services.

ARTICLE SIX
FIDUCIARY POWERS

My Fiduciaries, shall without diminution or restriction of the powers vested by law, or elsewhere in this instrument, and subject to all the privileges of this instrument, shall

Donald. Rhea

without the necessity of procuring any judicial authorization therefore, or approval thereof, shall be vested with, and in the application and of their best judgment and discretion on behalf of the beneficiaries of this instrument, shall be authorized to exercise the powers and rights set forth in T.C.A. 35-50-110, including any and all acts amendatory thereof, which are incorporated herein by this reference.

ARTICLE SEVEN
TRUST POWERS

In the administration of any property, real or personal, at any time forming a part of the trust estate, or any trust created hereunder, including any accumulated income thereof, the Trustees, in addition to and not by way of limitation of the powers provided by law, shall, except as otherwise provided in this Will, have the following powers to be exercised in their absolute discretion:

1. To retain such property for any period, whether or not the same be of the character permissible for investments by fiduciaries under any applicable law, and without regard to any effect the retention may have upon the diversification of the investments.

2. To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such time or times, for such purposes, for such prices and upon such terms credits and conditions as the Trustees may deem advisable.

3. To invest and reinvest in common stocks, preferred stocks, investment trusts, bonds, securities and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment or reinvestment may have upon the diversification of the investments.

4. To render liquid the trust estate or any trust created hereunder in whole or in part at any time or from time to time and to hold cash or readily marketable securities of little or no yield for such period as the Trustees may deem advisable.

5. To lease any such property beyond the period fixed by statute for leases made by a Trustee and beyond the duration of the trust estate or any trust created hereunder.

6. To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or Trustees, and to pay any and all fees, expenses

and assessments incurred in connection therewith, and to charge the same to principal; to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges.

7. To vote in person at meetings of stock or security holders or any adjournment of such meetings or to vote by general or limited proxy with respect to any such shares of stock or other securities held by the Trustees.

8. To hold securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery; or to use a central depository, such as The Depository Trust Company or The Federal Reserve Bank of New York, and to permit the registration of registered securities in the name of its nominee.

9. To pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estate or any trust created hereunder against others or of others against the same as the Trustees may deem advisable, including the acceptance of deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith which the Trustees may deem advisable.

10. To borrow money for any purpose from any source, or any other fiduciary at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property.

11. To possess, manage, insure against loss by fire or other casualties, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage thereon; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or other wise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water rents, assessments, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal and, if the income form the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and, except in the case of a trust for which the marital deduction is allowable in determining the federal estate tax payable by the Grantor's estate, to advance any income of the trust for the amortization of any mortgage on property held in the trust.

12. To make distribution of the trust estate or of the principal of any trust

Joan Roy

created hereunder in kind and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution without regard to the income tax basis of the property distributed to any beneficiary or any trust.

13. To invest in any money market deposit or similar account or securities.

14. To execute and deliver any and all instruments in writing which it may deem advisable to carry out any of the foregoing powers. No party to any such instrument in writing signed by the Trustees shall be obliged to inquire into its validity.

15. To purchase from the legal representatives of the Grantor's estate any property constituting a part thereof at its fair market value and to make loans for adequate consideration to the legal representatives of the Grantor's estate, upon such terms and conditions as the Trustees, in its absolute discretion, shall determine.

16. To exercise with respect to any insurance policies held hereunder from time to time all options, rights, elections, and privileges exercisable with respect to said policies, including but not limited to the right to designate and change the beneficiaries thereunder pursuant to the provisions of this Agreement, to modify, exchange, surrender or cancel any such policies of insurance, to borrow upon and pledge any such policy in connection with a loan, to assign and distribute any and all of the rights thereunder to or for the benefit of any beneficiary under this Agreement, to direct the disposition of dividends or surplus, to convert said policies into different forms of insurance and to elect methods of settlement with respect thereto.

17. To combine and consolidate the assets of the trust provided for herein with the assets of any other trust created in whole or in part by me and to administer such combined or consolidated trust according to the terms hereof.

No person who at any time is acting as a Trustee hereunder shall have any power or obligation to participate in any discretionary authority I have given to my Trustees to pay principal or income to such person, or for his or her benefit or in relief of his or her legal obligations.

ARTICLE EIGHT
TAX

I direct that my Co-Personal Representatives pay out of my residuary estate as an administration expense thereof without apportionment, all estate, inheritance, transfer, succession and other similar taxes imposed by any jurisdiction whatsoever by reason of my death (excluding, however, any tax on any "generation-skipping transfer" imposed under Chapter 13 of the Internal Revenue Code or a corresponding provision of state law,

[and any tax, including interest and penalties thereon, on any "qualified terminable interest property" to the extent such amounts are recoverable under section 2207A of the Internal Revenue Code [but including any additional estate taxes imposed by section 2032A of the Internal Revenue Code or a corresponding provision of state law]), together with interest and penalties thereon, upon or with respect to any property which passes under the provisions of this Will or imposed upon or with respect to any recipient thereof. All such taxes upon or with respect to any other property passing other than under the provisions of this Will or imposed upon or with respect to any recipient thereof shall be apportioned against and paid by the person in possession thereof or benefited thereby, in the manner provided by law.

I authorize my Co-Personal Representatives to make such other elections under the tax laws as they, in their absolute discretion, deem advisable, regardless of the effect thereof on any of the interests under this Will, and I direct that there shall be no adjustment of such interests by reason of any action taken by my Co-Personal Representatives pursuant hereto.

The determination by my Co-Personal Representatives with respect to all elections referred to in this Article shall be final and conclusive upon all persons.

ARTICLE NINE
SPENDTHRIFT

A beneficiary's interest in any trust created pursuant to this Will may not be pledged, assigned, sold, transferred, alienated, encumbered or anticipated by such beneficiary in any way; nor shall any such interest in any manner be liable for or subject to the debts, liabilities or obligations of such beneficiary or claims of any sort, including those claims of any beneficiary's spouse against such beneficiary.

ARTICLE TEN
RULE AGAINST PERPETUITIES

Notwithstanding any other provision of my Last Will and Testament, at the end of twenty-one (21) years after the death of the last to die of myself, my spouse, and all descendants of mine who are living at the time of my death, or if longer, and permitted by applicable law, the date that is ninety (90) years after the date of my death, the Trustees of each and every testamentary trust established pursuant to the terms hereof shall distribute the principal and all accrued or undistributed net income of said trust(s) to the beneficiaries of the trust(s).

ARTICLE ELEVEN
NO CONTEST

Except as otherwise provided in this Will, I have intentionally and with full knowledge omitted to provide for my heirs, including all persons of any degree of relationship whatsoever. If any devisee, legatee, or beneficiary under this Will, or any legal heir of mine, or person claiming under any of them, or any other person, shall

Jane W. Doty

contest this Will or attack or seek to impair or invalidate any of its provisions or conspire with or voluntarily assist anyone attempting to do those things, in that event I specifically disinherit such person, and all legacies, devises and interests given to the person, and all rights as an heir at law, shall be revoked and shall augment proportionately the shares of my estate going under this Will to such of my devisees, legatees and beneficiaries as shall not have participated in such proceedings.

ARTICLE TWELVE
SEVERABILITY

If any provision of this Will is unenforceable, the remaining provisions shall nevertheless be carried into effect. The construction and interpretation of this Will shall be in accordance with Tennessee statutory and decisional law in effect as of the date of execution hereof.

IN WITNESS WHEREOF, I have to this my Last Will and Testament contained in eight sheets of paper, subscribed my name this 20th day of June, 2007.

Joe W. Posey
JOE W. POSEY

SUBSCRIBED by JOE W. POSEY in the presence of us and each of us and at the same time declared by him to us and each of us to be his Last Will and Testament, and thereupon we, at his request and in his presence and in the presence of each other, subscribed our names this 20th day of June, 2007.

[signature] residing at Cowey Cottage West View North Yorkshire YO60 7NE England

[signature] residing at 1 CARVER COURT, FRANKLIN, TN 37064

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

We, the undersigned, being duly sworn, say:

1. We witnessed the execution of the foregoing Last Will and Testament, dated June 20, 2007. JOE W. POSEY subscribed said Last Will and Testament at Franklin, Tennessee, on June 20, 2007 in our presence. At the time of making such subscription, JOE W. POSEY declared the said 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 the request of JOE W. POSEY and in his presence, and in the presence of each other.

2. In our opinion, JOE W. POSEY, at the time of so executing said instrument was upwards of the age of eighteen (18) years, and was in all respects competent to make a Will.

3. We make this affidavit at the request of JOE W. POSEY.

Sworn to and subscribed before me this 20th day of June, 2007.

NOTARY PUBLIC

PAUL NOWAK, JR. STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

My Commission Expires: 5-11-2010

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 12 day of SEPTEMBER , 2007 , in Case Number 07P1400 between RHEA, ROYCE Petitioner, and POSEY, JOE W Respondent, as same remains in the records of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 22 day of OCTOBER 2007

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL