Davidson County WILL
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LAST WILL AND TESTAMENT OF

EDWARD RANDALL PHILLIPS

FIRST

Residence; Declaration of Testamentary Intent.

I, EDWARD RANDALL PHILLIPS, a resident of Davidson County, Tennessee, do hereby declare this to be my Will and do hereby revoke all other testamentary instruments heretofore made by me.

SECOND

Payment of Debts and Administration Expenses.

Unless otherwise provided herein, I direct that all my lawful debts (except unmatured debts which shall be paid as they mature or shall be paid sooner if deemed necessary or advisable in the discretion of my fiduciaries), my funeral expenses, and the expenses of administration of my estate be paid by my Executor from the residue of my estate.

Payment of Residential Debt; Contribution Waived.

Notwithstanding the foregoing, if my wife survives me, my Executor shall pay any debt secured by a lien on my principal residence at my death if jointly owned with me by my wife with right of survivorship if my wife shall deliver to my Executor within one hundred eighty (180) days of my death a written request duly signed and acknowledged by my wife that such debt shall be paid so that such residence shall pass to my said wife free of such lien. If my fiduciary shall satisfy any lawful debt of mine under such circumstances which create a right of

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contribution from my wife, I hereby waive on behalf of my estate the right to seek contribution from my wife with respect only to that debt secured by a lien on my principal residence at my death.

Payment of Taxes; Waiver of Tax Reimbursement.

In a subsequent Article herein I appoint my sons, HARRY EDWARD PHILLIPS and RANDALL LEE PHILLIPS, as Co-Executors (sometimes hereinafter referred to as "Executor"). I direct that such Executor pay out of the property which would otherwise become part of the FAMILY TRUST subsequently created herein, all estate, inheritance or other death taxes, including interest and penalties thereon, which may be lawfully assessed by reason of my death without proration among any of my beneficiaries. I hereby waive on behalf of my estate the right to recover any part of such taxes, interest or penalties from any person, including any beneficiary of insurance on my life or any other similar insurance, and anyone who may have received from me or my estate any property which is taxable as part of my estate.

Control of Real Property.

All real property owned by me shall be deemed part of my probate estate for purposes of administration of my estate and shall be subject to the control of my Executor during administration of my estate.

Inventory.

I excuse my Co-Executors from filing an inventory of my estate pursuant to Tennessee Code Annotated Section 30-2-301,

but my wife, MARY LOUISE PHILLIPS, may request and obtain an inventory by written notice to my Executor.

THIRD

Disposition of Personal Effects; Present Children Named.

I give and bequeath to my wife, MARY LOUISE PHILLIPS, all of my effects of a strictly personal nature, including items for household use, jewelry, clothing, collections, automobiles, and the like (and all policies of insurance on such property) which I own at my death. If my said wife shall not survive me or shall file a petition for an elective share of my estate which shall not be withdrawn prior to entry of a final determination thereof by a court of competent jurisdiction, I give and bequeath all of the aforementioned items in equal shares to my children then living. My children at the time of the execution of this Will are: KATHY JO PHILLIPS MEADOWS, HARRY EDWARD PHILLIPS and RANDALL LEE PHILLIPS. The term "children" as used throughout this instrument in reference to my children shall also include any future born or adopted children. I direct that if it becomes necessary to make the required division of my said effects of a strictly personal nature among my children, my Executor shall have absolute discretion as to what specific item or items shall be included in that property, and as to what items thereof each child shall receive. The decision of my Executor on these matters shall be binding and conclusive on all beneficiaries.

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FOURTH

Creation of Family Trust.

A. If I am survived by my wife, MARY LOUISE PHILLIPS, or by any child of mine or by any then living issue of any deceased child of mine, I give, devise, and bequeath to my sons, HARRY EDWARD PHILLIPS and RANDALL LEE PHILLIPS, as Co-Trustees (sometimes herein "Trustee") the amount determined in either (i) or (ii) below, to be held by them in a trust to be known as the RANDALL PHILLIPS FAMILY TRUST (sometimes herein referred to as the "FAMILY TRUST"), and administered and distributed as provided further herein:

(i) Credit Amount. If my wife, MARY LOUISE PHILLIPS, shall survive me, then the Executor shall pay to the Trustee a sum equal to the maximum amount that may pass at my death free of federal estate taxes after application of the unified credit allowable to my estate under Section 2010 of the Internal Revenue Code of 1954, as amended, and after application of the credit amount for state death taxes allowable to my estate under Section 2011 of the Internal Revenue Code (such amount shall be determined without respect to any marital deduction or election under Section 2056 of the Internal Revenue Code).

(ii) Residue. If my said wife shall not survive me, then the Executor shall distribute to the Trustee all of the rest and residue of my estate of every kind and description, both real and personal, including lapsed or disclaimed bequests and devises not otherwise effectively disposed of by my Will, but

excluding any property over which I have a power of appointment or disposition.

B. Pre-apportionment Support for Wife, Children, and Issue. The Trustee shall pay to or expend for my wife, if living, and for any of my children or other issue so much of the net income and principal thereof as the Trustee, in its sole and absolute discretion, from time to time shall deem necessary or advisable for their reasonable comfort and support, health, maintenance, and education (whether public or private), and the Trustee shall add to principal any net income not so used. The Trustee shall be empowered to make distributions of income and principal without regard to equality pursuant to the standards expressed in the first sentence of this paragraph. I direct that my wife receive priority in such distributions over my other beneficiaries if my Trustee, in its sole and absolute discretion, shall deem them to be necessary or advisable even to the exclusion of my other beneficiaries if so deemed necessary or advisable.

C. Apportionment; Post-apportionment Support for Children. After the death of the survivor of me and my wife and when my youngest child then living reaches the age of twenty-one (21) years, the Trustee shall apportion whatever shall remain of the trust into equal shares for the benefit of each of my children then living, and one such equal share for any deceased child of mine if he is survived by then living issue. Prior to termination of the trust for each then living child the Trustee shall pay to or expend for each then living

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child as much of the net income and principal from such child's separate share as is, in the sole and uncontrolled discretion of the Trustee, deemed necessary or advisable for his reasonable comfort and support, health, maintenance and education (whether public or private), and shall add to principal any income not so used.

D. Share Distributions at 25, 30, 35. One-third (1/3) of the remaining principal of each then living child's share shall be transferred and distributed to such child, absolutely and in fee simple, when such child attains the age of twenty-five (25) years; one-half (1/2) of the remaining principal of each then living child's share shall be transferred and distributed to such child, absolutely and in fee simple, when such child attains the age of thirty (30) years; and all of the remaining principal of such child's share shall be distributed to such child, absolutely and in fee simple, when such child attains the age of thirty-five (35) years.

E. Contingent Share Distribution to Deceased Child's Issue. After the trust has been apportioned pursuant to paragraph C of this Article, the separate share of each deceased child of mine survived by then living issue shall be distributed in equal shares to each of the said issue, per stirpes, of such deceased child, and the individual share of each such issue shall be vested in and distributed to him immediately, provided, however, that the individual share of any of said issue who shall not at such time have attained the

age of twenty-one (21) years shall be vested in him, but the Trustee shall continue to hold the same in trust for him until he shall attain the age of twenty-one (21) years. On the attainment of such age, the trust shall terminate as to such share and the Trustee shall distribute the entire accumulated income and principal of his individual share to such issue. Prior to such termination of the trust for such issue, the Trustee shall pay to or for such issue so much of the net income and principal from his individual share as is, in the sole and absolute discretion of the Trustee, deemed necessary or advisable for his reasonable comfort and support, health, maintenance and education (whether public or private), and shall add to principal any income not so used. If any such issue shall die prior to the termination of the trust in his favor, the Trustee shall pay over, absolutely and in fee simple, the entire remaining balance of his individual share to such issue's estate.

F. Limited Power of Appointment by Child; Contingent Share Distribution to Issue. After the trust has been apportioned pursuant to paragraph C of this Article, the Trustee shall transfer, pay over, and convey the remainder of the separate share of each child of mine who shall decease before all of the share apportioned to such child is distributed to him as such child may appoint by his Will, such appointment, however, to be limited only to my other issue or such child's issue. This limited power of appointment shall not be exercisable to any extent for the benefit of such child,

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his estate, his creditors, or the creditors of his estate. Any appointment under this power may be made in such amounts and proportions, either for life or for such other estates as my child shall choose, in trust or otherwise, and it may be made subject to lawful spendthrift provisions, provided only that there be no possible beneficiaries of such appointment other than those above-specified. In default of any appointment under this power, the Trustee shall, upon the death of such child, after the trust has been apportioned, and before all of the principal of the trust share for such child has been distributed, transfer and pay over, absolutely and in fee simple, the remaining share of such child to his then living issue, per stirpes; provided, however, that as to any portion hereunder otherwise payable outright to such issue who shall at such time be or become a beneficiary of any trust hereunder shall not be distributed to him outright, but the Trustee shall add such amounts otherwise payable outright to such issue to such share then held in trust for such issue and such amounts shall be dealt with, held, administered, and distributed as an integral part thereof and, provided further, however, that as to any portion hereunder otherwise payable outright to such issue who shall not at such time have attained the age of twenty-one (21) years, then, though the individual share of such issue shall be deemed then to have vested in him, the Trustee shall continue to hold the same in trust for him until he shall attain the age of twenty-one (21) years, at which time such trust shall terminate as to such share and the Trustee

shall distribute the entire accumulated income and principal of his individual share to such issue. Prior to such termination of the trust for such issue, the Trustee shall pay to or for such issue so much of the net income and principal from his individual share as is, in its sole and uncontrolled discretion, deemed necessary or advisable for his reasonable comfort and support, health, maintenance, and education (whether public or private), and shall add to the principal any income not so used. If any such issue shall die prior to attainment of the age of twenty-one (21) years, such trust shall terminate as to such share and the Trustee shall distribute, absolutely and in fee simple, the entire accumulated income and principal from his individual share to such issue's estate.

G. Contingent Share Distribution upon Non-exercise of Appointment and Default of Issue. In the event of both default of appointment under the limited power granted hereunder, and default of surviving issue of any child who shall die after the trust is apportioned, the Trustee shall transfer and pay over, absolutely and in fee simple, the remaining share of such child to my then living issue, per stirpes; provided, however, that any portion therefor payable to any other of my children or issue then a beneficiary of any trust hereunder shall not be distributed to him outright but shall be added to such share then held in trust for such child or issue and shall be dealt with, administered, and distributed as an integral part thereof.

H. Contingent Trust Distribution upon Death of All Children and Issue. If all of my children shall be deceased and no deceased child of mine shall be survived by then living issue at any time prior to the termination of the trust, the Trustee shall transfer and pay over, absolutely and in fee simple, whatever shall remain of the FAMILY TRUST to the then Trustee of the MARITAL TRUST created hereinafter if my wife, MARY LOUISE PHILLIPS, is then living to be held, administered, and distributed as an integral part of said MARITAL TRUST, but if not then living, as directed in Article SIXTH hereof.

FIFTH

A. Creation of Marital Trust. If my wife, MARY LOUISE PHILLIPS, shall survive me, I give, devise and bequeath to my sons, HARRY EDWARD PHILLIPS and RANDALL LEE PHILLIPS, as Co-Trustees (sometimes herein "Trustee") the rest and residue of my estate of every kind and description, both real and personal (including lapsed, void, or disclaimed bequests and devises, not otherwise effectively disposed of by my Will, but excluding any property over which I may have a power of appointment or disposition), to be held by them in a trust to be known as the RANDALL PHILLIPS MARITAL TRUST (sometimes referred to herein as the "MARITAL TRUST") and administered and distributed as follows:

B. Distribution of Entire Net Income. The Trustee shall pay the entire net income from the trust to my said wife in quarterly or more frequent installments during her lifetime.

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C. Support. In addition, the Trustee shall pay to or for the benefit of my said wife as much of the principal of the trust as is deemed necessary or advisable, in the sole discretion of the Trustee, for her reasonable comfort and support, health, and maintenance.

D. Payment of Taxes and Distribution upon Wife's Death. Upon the death of my said wife, the Trustee shall pay and distribute any accumulated, but undistributed, net income to my wife's estate, shall pay to the personal representative of my wife's estate or directly to federal and state taxing authorities the amount by which the estate and inheritance taxes are increased at my wife's death by reason of the inclusion of this trust in my wife's taxable estate, and shall add the remaining principal of the trust to the FAMILY TRUST established in Article FOURTH hereinabove, to be held, administered and distributed as an integral part thereof; and, if said trust shall not then be in existence, then such principal shall be distributed pursuant to the terms and conditions set forth in paragraphs B through H of Article FOURTH above.

SIXTH

A. Contingent Estate Distribution if Entire Family Deceased. In the event that I am not survived by my wife, MARY LOUISE PHILLIPS, nor by any of my children, nor by then living issue of any deceased child of mine, I give, devise, and bequeath all of the rest and residue of my estate of every kind and description, both real and personal, including lapsed or

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disclaimed bequests and devises not otherwise effectively disposed of by my Will, but excluding any property over which I have a power of appointment or disposition to those beneficiaries in the proportions expressed in paragraph C of this Article.

B. Contingent Trust Distribution if Entire Family Deceased. If the FAMILY TRUST described herein shall be created for the benefit of my wife or any of my children or the issue of any deceased child of mine, and if all of my children shall become deceased and my children shall not be survived by then living issue at any time before termination of said trust, and if my wife, MARY LOUISE PHILLIPS, shall then be deceased, the Trustee of said trust shall transfer and pay over whatever shall remain of said trust to those beneficiaries in the proportions expressed in paragraph C of this Article.

C. Beneficiaries to Take Property if Entire Family Deceased. Such property shall be distributed to such persons and in such proportions as they would inherit the same from me had I died intestate, unmarried and a resident of the State of Tennessee while owning said property.

SEVENTH

A. Appointment of Co-Executors and Successors. I appoint my sons, HARRY EDWARD PHILLIPS and RANDALL LEE PHILLIPS, as Co-Executors (herein sometimes referred to as "Executor") of my Last Will and Testament to serve without bond. If either of my said sons shall be unable or unwilling to serve, shall resign, or shall be deceased as Co-Executor,

then the remaining son and my daughter, KATHY JO PHILLIPS MEADOWS, and the survivor of them shall serve as Co-Executors without bond. If all my children shall be unable or unwilling to serve, or shall resign as Executor, then my wife, MARY LOUISE PHILLIPS, shall appoint a Bank or Trust Company having trust assets of at least ONE HUNDRED MILLION DOLLARS ($100,000,000) and having trust powers and authorized to do business in the state of my domicile at my death to serve as Executor without bond. This power to appoint a successor shall not be construed as an implied power to remove any Executor.

B. Resignation and Removal of Executors. Any Executor or Co-Executor may voluntarily resign upon thirty (30) days written notice to my said wife. The resigning Executor shall, at the expense of the estate, make an accounting of the estate, unless an accounting is excused by the remaining Co-Executor, if any, otherwise the successor Executor, and deliver all assets and muniments of title thereof to the remaining Co-Executor, if any, otherwise the successor Executor.

EIGHTH

A. Successor Trustee. If either of my sons shall be unable or unwilling to serve or shall resign as Co-Trustee of any trust hereunder, then my remaining son and my daughter, KATHY JO PHILLIPS MEADOWS, and the survivor of them shall serve as Co-Trustees.

B. Resignation and Removal of Trustee. Any Trustee or as Co-Trustee may voluntarily resign upon thirty (30) days written notice to my wife. The resigning Trustee shall, at the

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expense of the trust, make an accounting of the trust, unless an accounting is excused by the remaining Trustee, if any, otherwise the successor Trustee, and deliver all assets and muniments of title thereof to the remaining Trustee, if any, otherwise the successor Trustee.

C. Appointment of Successor Trustee. If all my children shall be unwilling or unable to serve or shall resign as Trustee hereunder, my wife, MARY LOUISE PHILLIPS, shall appoint a successor corporate Trustee to serve as sole Trustee. The successor corporate Trustee shall be a corporate fiduciary which shall be a Trust Company or Bank having trust assets of at least ONE HUNDRED MILLION DOLLARS ($100,000,000) and having trust powers and authorized to do business in the state of my domicile at my death, the state of domicile of my said wife at the time of appointment, or the state of domicile of any beneficiary of the trust at the time of appointment. If my said wife shall be deceased or otherwise incapable to act, the above granted powers to appoint any Trustee may be exercised by a majority of my children who have attained the age of twenty-one (21) years at the time of exercise of such powers. This power to appoint a successor Trustee shall not be construed as an implied power to remove any Trustee.

D. Bond. No bond shall ever be required of any Trustee, Co-Trustee, or any successor thereto serving hereunder.

NINTH

My Executor and Trustee (hereinafter sometimes referred to as "fiduciary") shall have the following powers, duties and

discretions in addition to those now or hereafter conferred by law:

A. Incorporation of Statutory Powers and Power to Convert Unproductive Property. I incorporate by reference all of the fiduciary powers contained in Section 35-50-110, Tennessee Code Annotated as fully as if set out verbatim herein notwithstanding that said Section may be amended, renumbered, or repealed hereafter; provided, however, that subparagraphs 18 and 19 thereof are hereby amended by adding thereto:

> "Provided my wife, MARY LOUISE PHILLIPS, shall have the power to require the Trustee to make any unproductive property held in the MARITAL TRUST created hereunder productive or converted to productive property within a reasonable time after acquiring such property."

B. Division of Property. Whenever my fiduciary is required to divide the estate or trust property into separate shares, or to make distribution thereof, it is authorized in its sole discretion to make division or distribution wholly or partly in cash or kind, or assign undivided interests in any property or shares, and to make joint investment of funds belonging to the estate. The judgment of my fiduciary as to the values for such purposes shall be binding and conclusive on everyone.

C. Retention of Assets. When required to make a distribution or transfer of all or part of the assets of my

estate, my Executor may retain therefrom assets sufficient in its judgment to cover any liability which may then or later be imposed upon it, including, but not limited to, its liability for estate, income or other taxes, until such liability shall have been finally determined.

D. Expense Elections and Valuation Date. Whenever my Executor shall have the right to elect (a) whether any item of expense connected with the administration of my estate shall be claimed as a deduction for federal income tax purposes, or whether the same shall be claimed instead as a deduction for federal estate tax purposes, or (b) the value of my gross estate as of the date that causes larger death taxes to be payable than would have been payable if my Executor had elected another date, I hereby authorize my Executor to exercise any such right of election in any such manner as it may, in its absolute discretion, determine to be advisable, even though the manner in which any such election is exercised may result in an advantage or disadvantage to any beneficiary or beneficiaries hereunder. I further direct that no compensating adjustments between income and principal be required or made as a result of any such action.

E. Powers Vested in Successors; Immunity from Prior Acts and Acceptance of Accounts. Any successor fiduciary shall be clothed and vested with all duties, rights, and powers, whether discretionary or otherwise, as if originally named as such fiduciary. No successor fiduciary shall be liable or responsible in any way for any acts or defaults of any

predecessor fiduciary, nor for any loss or expense from or occasioned by anything done or elected to be done by any predecessor fiduciary, but such successor fiduciary shall be liable for his, her, or its own acts or defaults in respect to property actually received by such successor fiduciary. The successor fiduciary may accept the accounts rendered and the assets and property delivered to such successor fiduciary by the predecessor fiduciary, and shall incur no liability by reason of so doing.

F. Good Faith. My fiduciary shall be charged with the duty of good faith and reasonable care in the management of the estate or trust, but shall not be responsible for losses, if any, resulting from honest mistakes of judgment.

G. Consideration of Factors in Exercising Discretion. My Trustee, in exercising its discretion as to whether to make distributions of income or principal of any trust to or for the benefit of any beneficiary, may take into consideration the standard of living to which such beneficiary is then accustomed, and all other income and resources available to such beneficiary, together with any other factors which my Trustee may deem pertinent.

H. Methods of Distribution to Incapacitated Beneficiaries. If my fiduciary determines that any income or principal shall be paid to a minor, or to a person under a legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability is, in the opinion of my fiduciary, unable properly to

administer such funds, then such funds may be paid out by my fiduciary in any of the following ways as it deems best: (1) directly to such beneficiary; (2) to the legally appointed guardian or conservator of such beneficiary; (3) by my fiduciary using such amounts directly for the benefit of such beneficiary; (4) to some relative or friend for the care, support, education and welfare of such beneficiary. The receipt by any such person of any such funds shall discharge my fiduciary from any further responsibility with respect to such funds. No recipient shall be required to furnish bond with respect to any such funds, nor make report as to the disposition of the same.

I. Discretionary Distributions Prior to Trust Establishment. My Executor may, but shall not be required to, begin making payment to the beneficiaries of my estate without waiting for the formal establishment of any trust created herein. My Executor shall be given credit on its settlement for all disbursements made to the beneficiaries under the provisions of this power.

J. Protection of Marital Deduction; Discretion to Elect Qualifying Portion. Any power granted to my fiduciary shall be void to the extent that its exercise shall cause my estate to lose all or any part of the tax benefit afforded by the marital deduction under federal or state laws. In distributing assets to the beneficiaries hereof, my fiduciary is forbidden to use any basis for valuation which, according to applicable law and regulations, would adversely affect the marital deduction

status of any bequest to or for my wife herein; provided, however, that nothing in this paragraph J shall be construed as requiring my fiduciary to elect to qualify any such bequest to or for my wife for the maximum marital deduction. My fiduciary shall have the sole and absolute discretion to elect to qualify all or any portion of any such bequest to or for my wife for the marital deduction as my fiduciary deems necessary or advisable.

K. Tax Elections and Consents. My fiduciary is authorized to take the following actions in its sole and absolute discretion: to consent or oppose, as a shareholder, to any election by any corporation pursuant to the provisions of any federal or state tax statutes or regulations; to join with my wife in the filing of any joint federal or state income tax returns for any period or periods for which I have not filed such return or returns prior to my death and to pay such ratable share or all of any taxes due thereon, or due upon any joint income tax return filed with respect to any period prior to my death, as it shall deem proper; to exercise such elections or options as may be available, as it may deem proper, in the preparation and submission of any federal or other estate or inheritance tax returns, or of any income tax returns for myself, my estate or any trusts hereunder; to consent that any gifts made by my wife shall be considered as made one-half (1/2) by me for federal or other gift tax purposes; to elect to qualify all or any property bequeathed herein to or for the benefit of my wife for estate tax marital

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deduction purposes under Section 2056(b) of the Internal Revenue Code of 1954, as amended; and to impose such terms or conditions for the exercise of such consents, elections or options as it may deem fit, and to determine in its sole discretion whether any person or persons shall be charged or otherwise compelled to account to any other person for any difference in estate or income or gift taxes resulting from the exercise of such authorities and powers, except that no compensating adjustments between income and principal or in the amount of any marital deduction gift hereunder shall be required or made as a result of such action.

L. Trust Accounting. The Trustee shall render to the income beneficiaries of all trusts created hereunder statements of account of receipts and disbursements at least annually. Statements to minor beneficiaries shall be sent to the legal guardian, if any; otherwise to the parent or any other person with whom the beneficiary may be residing.

M. Purchase of Life Insurance. The Trustee shall have the power to purchase with the assets of the FAMILY TRUST life insurance on the life or lives of any beneficiary of that trust, or on the life or lives of anyone the beneficiaries would have an insurable interest in; provided, however, that the proceeds of such policies are made payable to the Trustee to be used in the manner provided for in this Will.

N. Power to Terminate Impractical Trust; Merger. If at any time the Trustee determines that the principal of any trust created, or to be created hereunder, is of an insufficient

amount to justify establishment or continuance of said trust, or if there arise any unforeseen changes affecting property rights, taxation, or political or economic conditions, or any other event which renders administration of the trust impractical, the Trustee is authorized and empowered not to establish or continue the trust, and to distribute the funds which would be used to establish the trust, or distribute the principal and accumulated income of the trust, to the current beneficiaries thereof. Upon such distribution, the trust shall terminate, and the right of all other persons who might otherwise have an interest in said trust shall cease. No beneficiary shall have the right to question the Trustee's decision as to distribution, and no personal liability shall be imposed upon the Trustee for the decisions; provided, however, any beneficiary who is also a Trustee shall not participate in any decision as to distribution to him as beneficiary. Further, any Trustee may, in its discretion, merge a trust with one or more other trusts that shall be substantially identical with respect to beneficiaries and disposition, and the trusts shall be held and administered as one trust. Such merger shall not affect the Trustee's powers and duties hereunder, nor shall such merger affect the manner of distribution of any trust hereunder.

O. Payment of Trust Expenses. The Trustee shall pay out of principal or income as it may elect, or partially out of each in such shares as it may determine, taxes, assessments, charges, attorneys', accountants', and other professional fees,

the Trustee's compensation, and other expenses incurred in the administration or protection of the trust. The discretion of the Trustee to pay these items from income or principal, or partially from each, may be exercised not only in the interest of the trust but for the benefit of any beneficiary. The Trustee is authorized to pay any estate or gift taxes payable on account of any distribution from the MARITAL TRUST or termination of the MARITAL TRUST from said trust without right of contribution or reimbursement from the recipient.

P. Retention and Management of Assets. I leave to the discretion of the fiduciary hereunder the retention, continuance, sale, liquidation, or other disposition of any real estate, personal property, business or business interests, corporate or otherwise, in whole or in part. The fiduciary is specifically empowered to take all steps which it may deem necessary or advisable in connection with any such real estate, personal property, business or business interests and is to be exempt from any liability for any loss whatsoever for its acts or decisions in good faith relative thereto. The fiduciary is authorized to loan or borrow money to or for such business or business interests or to or for any corporation representing the same and to vote the shares of stock in any such corporation in such manner as the fiduciary may deem advisable, including the power to select or vote for the appointment or election of persons as managers, officers, or employees of the fiduciary. Furthermore, the Trustee may lease any real estate or personal property upon such terms and conditions and for

such value and duration as the Trustee deems necessary or advisable even if such lease shall exceed in duration the term of any trust hereunder or the period of administration of my estate.

Q. Investment Powers. My Trustee shall be empowered to invest, in its discretion, in certificates of deposit, mutual funds, money market and liquid asset funds, and similar short-term or other liquid investments that may be invested in pooled funds or otherwise. In addition, my Trustee is empowered to retain assets conveyed to the Trustee even though such assets constitute an overconcentration in one or more similar investments. In addition, any Trustee shall be empowered to make investments in unproductive property, if such investments will inure to the benefit of one or more beneficiaries of the trust and such investments are made with the specific written consent of all of the income beneficiaries of the trust.

R. Discretionary Use of Insurance Proceeds to Pay Debts. Any insurance on my life or other similar insurance payable to the Executor or Administrator of my estate, or to my estate, shall be free from the claims of creditors and shall be governed by the provisions of my Will; provided, however, that my Executor may in its sole discretion pay my personal debts from the proceeds of such policies, but my Executor shall, in its sole discretion, determine which, if any, of my debts shall be so paid.

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S. Fiduciary Compensation. Any corporation serving as Executor hereunder shall receive compensation for its services as Executor in accordance with its standard fee schedule published and in effect at my death. Compensation for other services rendered by any corporation as Trustee as well as compensation for Executor and Trustee services rendered by any individual named herein to serve in either capacity shall be paid in accordance with customary charges for such services at the time of rendition of such services.

T. Discretionary Decisions by Interested Co-Trustee Prohibited. No Co-Trustee who is also a permissible beneficiary of a trust shall participate in any discretionary decision to pay income or principal to herself or to satisfy any obligation of support of such Co-Trustee from such trust. Decisions to pay income or principal to any beneficiary who is Co-Trustee or to satisfy any obligation of support of such Co-Trustee from such trust shall be made solely by the remaining Co-Trustee.

TENTH

A. Spendthrift Provision. The interest of any beneficiary under any trust shall not be grantable, transferable, or otherwise assignable by anticipation except to the extent specifically provided herein and shall not be subject to the claims of any creditors of any beneficiary, and the Trustee shall continue to pay such income or principal, as the case may be, directly to or for such beneficiary notwithstanding any transfer, assignment, or conveyance, and

notwithstanding any action by creditors. No spouse or person claiming to be the spouse of any beneficiary hereunder shall have any right, or claim to the principal or the income of any trust. No part of either principal or income shall be subject to attachment, garnishment, execution, receivership or trustee's process, and in the event that any such process shall be served upon my Trustee, the right of any beneficiary (except my wife as beneficiary of the MARITAL TRUST), in respect to whose interest such process is attempted, to receive either income or principal shall terminate until such process shall be released and discharged; provided that the Trustee may make advances from either principal or income for the support, maintenance, comfort and education of such beneficiary as the Trustee in its discretion may deem wise and proper under the circumstances. Notwithstanding any provision of this instrument to the contrary, nothing herein shall be construed as providing that income from the MARITAL TRUST may be withheld from my wife in the discretion of the Trustee of such trust; any provision so construed shall be null and void. No beneficiary shall alienate any portion of either the principal or income of the trust except to the extent specifically provided herein irrespective of whether the same shall or shall not be an amount in excess of an amount necessary to produce annual income of TEN THOUSAND DOLLARS ($10,000).

B. Rule Against Perpetuities. Notwithstanding anything herein to the contrary, any trust created hereunder shall be terminated not later than any such time after which its

continued existence would violate the rule against perpetuities, the rule against suspension of the power of alienation, or any other rule of law. At such time, and unless previously terminated, the Trustee shall distribute the entire principal and accumulated income to the respective income beneficiaries thereof.

C. Definitions of Child, Children and Issue; Adopted Children. References herein to "child" or "children" mean lawful blood descendants in the first degree of the parent designated. References to "issue" mean lawful blood descendants in the first, second or any other degree of the ancestor designated. An adopted child and such adopted child's lawful blood descendants shall be considered as lawful blood descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or of either of the adopting parents and shall not be considered descendants of the adopted child's natural parents.

D. Definition of "issue, per stirpes." Whenever distribution is to be made to designated "issue" on a per stirpes basis, the property shall be distributed to the persons and in the proportions that personal property of the named ancestor would be distributed under the laws of the State of Tennessee in force at the time stipulated for distribution if the named ancestor had died intestate at such time, domiciled in such State, not married, and survived only by such issue.

E. Lapse of Condition. If any child, or other issue, who is a beneficiary of any trust created herein shall be at

least as old as the age provided for the distribution of principal to such child, or other issue, under the provisions of the trust, then all principal distributions specified therein to be made to such child, or other issue, at any age that is less than the age of such child, or other issue, shall be made as soon as is practicable after the date of the lapse or termination of the condition precedent to such distribution.

F. Neuter Gender; Plural-Singular. As used herein, the neuter gender shall be deemed to include the feminine and masculine wherever necessary or appropriate and without distinction and the singular shall include the plural and the plural shall include the singular.

ELEVENTH

Disclaimer.

Any person entitled to receive property hereunder may disclaim all or any part of the property otherwise passing to or for him by complying with the requirements of Section 2518 of the Internal Revenue Code of 1954, as amended and Tennessee Code Annotated Section 31-1-103, as amended. Unless otherwise provided herein, such property as is disclaimed shall be distributed pursuant to the terms of my Will as if the disclaiming person predeceased me.

TWELFTH

A. Presumption of Survivorship. If my wife and I shall die simultaneously, or under such circumstances as to render it impossible to determine who predeceased the other, it shall be

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conclusively presumed for all purposes of my Will, and all its provisions, that my wife survived me.

B. Will Not Contractual. Although my wife and I are executing our Wills at or about the same time, I desire to make it clear that there has been no contract between my wife and me to make a mutual testamentary disposition of our property. It is my intention that, in the event my wife survives me, she shall have full power and authority to execute a later Will or Wills, making such disposition of her estate as she may desire in her sole discretion, including any or all of the property passing to her under the provisions of this Will.

THIRTEENTH

Governing Law.

Except where otherwise specifically stated, this Will is to be administered, construed, and governed in all respects by the laws of the State of Tennessee.

EBP

IN WITNESS WHEREOF, I have hereunto subscribed my name to this the twenty-ninth (29th) page of my Last Will and Testament, consisting of twenty-nine (29) typewritten pages, and for the purposes of identification, I have initialed each such page, all in the presence of the persons witnessing it at my request on this 16 day of December, 1985, at Nashville, Tennessee. I request that my witnesses execute the attached affidavit to prove my Will.

Edward Randall Phillips
EDWARD RANDALL PHILLIPS

SIGNED, PUBLISHED and DECLARED by the above-named Testator, EDWARD RANDALL PHILLIPS, as and for his Last Will and Testament, in the presence of us, who at his request, in his presence, and in the presence of each other, all being present at the same time, have hereunto subscribed our names as witnesses and do hereby certify that we believe the Testator to be of sound and disposing mind and memory.

Dixie Griffin
WITNESS

Address 6931 Landmark Place
Brentwood, Tn 37027

John J Lisle
WITNESS

Address 3105 Justin Tower Ct
Antioch, Tn 37013

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AFFIDAVIT BY WITNESSES TO WILL

Dixie Griffin WITNESS and John F. Lish WITNESS,

after first being duly sworn or affirming, make oath or affirm that the foregoing Last Will and Testament was signed by EDWARD RANDALL PHILLIPS as and for, and at the time acknowledged, published, and declared by him to be his Last Will and Testament in the sight and presence of us, the undersigned, who at his request and in his sight and presence, and in the sight and presence of each other, have subscribed our names as attesting witnesses on the 16th day of December, 1985; and we further make oath or affirm that the Testator was of sound mind and disposing memory, and not acting under the fraud, menace, or undue influence of any person, and was more than eighteen (18) years of age; and that each of the attesting witnesses is more than eighteen (18) years of age.

STATE OF TENNESSEE
SUMNER COUNTY

I, Brenda M. Page, Clerk & Master of said County, do hereby certify that the foregoing instrument contains a true and complete copy of Will as same appears of record or on the file in Book 69 Page 675 of the records of the Chancery Court of Sumner County, Tennessee Given under my hand and seal this 22nd day of Dec. 2008

BRENDA M. PAGE, Clerk & Master
By Dot Grissom DC

Dixie Griffin
WITNESS

John F. Lish
WITNESS

Sworn and subscribed to before me this 16th day of December, 1985.

Norma S. Davis
Notary Public

My Commission Expires: 10/24/88

AFFIDAVIT