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RICHARD R. ROOKER, CLERK

LAST WILL AND TESTAMENT
OF
MARY HEUER BERRY

I, MARY HEUER BERRY, domiciled in and a resident of Davidson County, Tennessee, make, publish and declare this to be my Last Will and Testament. I revoke all wills and codicils previously made by me.

ITEM I.: Appointment of Executor. I appoint DANIEL MCINTYRE BERRY, JR. as Executor of this my Last Will and Testament, to serve without bond. If DANIEL MCINTYRE BERRY, JR. should not survive me, or be for any reason unable or unwilling to qualify as my personal representative, or, having so qualified, should become incapacitated, die or resign, then NELSON C. ANDREWS, SR. shall serve as successor Executor without bond.

If, in turn, NELSON C. ANDREWS, SR. should not survive me, or be for any reason unable or unwilling to qualify as my personal representative, or, having so qualified, should become incapacitated, die or resign, then DANIEL MCINTYRE BERRY, III and WARREN LANHAM BERRY, SR. shall serve as successor Co-Executors without bond.

If, either WARREN LANHAM BERRY, SR. or both Co-Executors should not survive me, or be for any reason unable or unwilling to qualify as my personal representative, or, having so qualified, should become incapacitated, die or resign, then AMSOUTH BANK shall serve as successor Executor or Co-Executor, as the case may be, without bond.

ITEM II.: Appointment of Co-Trustees. I appoint DANIEL MCINTYRE BERRY, JR. and NELSON C. ANDREWS, SR. as Co-Trustees of the Trusts created under this my Last Will and Testament, to serve without bond. If either DANIEL MCINTYRE BERRY, JR. or NELSON C. ANDREWS, SR. do not survive me, or are for any reason unable or unwilling to qualify as Co-Trustee, or, having qualified, become incapacitated, die or resign, then AMSOUTH BANK shall serve as successor Co-Trustee or Trustee, as the case may be, also without bond.

ITEM III.: Payment of Debts, Expenses of Administration and Taxes.

A. Payment of Debts and Expenses of Administration. I direct that all my legally enforceable debts, any unpaid charitable pledges, my funeral expenses and the costs of administration of my estate be paid as soon as practicable after my death; provided, however, that my Executor is not required to pay any debt before it matures.

B. Payment of Taxes. All transfer, estate, inheritance, succession and other death taxes, together with any interest and penalty thereon (but not including any generation skipping transfer ("GST") tax, any tax on Qualified Terminable Interest Property ("QTIP"), or tax on excess retirement accumulations) payable by reason of my death shall be paid from my estate as an administration expense, without apportionment.

C. Use of Life Insurance Proceeds. I also direct that life insurance proceeds payable to my estate may be used for payments authorized under this Item.

ITEM IV.: Specific Bequests and Bequests of Tangible Personal Property.

A. Handwritten List. I may leave a handwritten list, signed by me, to be probated with my Will, under which certain of my tangible personal property shall be distributed. If this writing is not found and identified by my Executor

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within thirty (30) days after the probate of my Will, then all of my personal property shall be distributed according to the remaining provisions of this Item.

B. Disposition of Tangible Personal Property. I give to my husband all the rest of my clothing, jewelry, automobiles, and all other tangible personal property (except cash on hand or on deposit) owned by me at the time of my death. If my husband predeceases me, I give this property to my son, DANIEL MCINTYRE BERRY, III.

ITEM V.: The Residuary Trust. I give to my Trustees, named in Item II of this Will, in Trust, an amount equal to that which will provide the maximum unified credit and state death tax credit permitted to my estate under the Code, but only to the extent that the use of the latter credit does not increase the state death tax payable. This amount shall be reduced by the value of all other items in my gross estate that do not qualify for or are not allowed as a marital deduction or a charitable deduction and that pass under other provisions of this Will or outside of this Will. This sum shall be held, managed, invested and distributed according to the following provisions:

A. Distribution of Income and Principal. The Trustees shall pay the entire net income to my husband, DANIEL MCINTYRE BERRY, JR., in monthly or other convenient installments, but at least quarterly, during his lifetime. In addition, whenever it appears to the Trustees, in the reasonable exercise of their discretion, that it is necessary or desirable to encroach upon the principal of the Trust to provide adequately for the health, maintenance, and support of my husband, DANIEL MCINTYRE BERRY, JR., the independent Trustee is authorized to encroach upon the principal and to pay such amounts to my husband.

B. Limited Power of Appointment to Spouse. My husband shall have the limited power, exercisable only by specific reference to this power in his Will, to appoint the principal of the Trust in whole or in part, to and among my descendants and their spouses, in such amounts and proportions and in such interests and estates, whether outright, in Trust or otherwise as my husband shall deem appropriate, but my husband shall have no power to appoint any portion of this Trust, whether income or principal, directly or indirectly to himself, his creditors, his estate or the creditors of his estate.

C. Distribution of Income and Principal Following Spouse's Death. Upon the death of my husband, DANIEL McINTYRE BERRY, JR., or upon my death should he predecease me, the remaining portion of this estate shall be distributed to the Trustee of the Berry Family Trust created under Item V of the Last Will and Testament of my husband, DANIEL McINTYRE BERRY, JR., which Will was executed by him on April 27, 2001 to be part of said trust and to be managed in accordance with the terms and provisions thereof. The transfer and delivery of this trust estate to such Trustee and his receipt therefor shall constitute full acquaintance of my Executor or Trustees, as the case may be, and shall terminate all probate proceedings in relation to my residuary estate if distributed from my estate. If this bequest and devise to the Berry Family Trust shall fail or for any reason be ineffective, or if that Trust shall not be in existence at my death, or if this bequest and devise should be declared to be invalid by a court of competent jurisdiction, then I direct that this trust estate shall be held in trust upon the same terms and conditions set forth in the Berry Family Trust established in my husband's Will and by the same Trustee named therein and for that purpose I incorporate by reference the Berry Family Trust into this, my Last Will and Testament.

ITEM VI.: The Marital Bequest. If my husband, DANIEL MCINTYRE BERRY, JR., survives me, I devise and bequeath to my husband, outright, all the rest and residue of the property owned by me at the time of my death (my Residuary Estate).

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A. Qualification for Marital Deduction. I intend that this bequest to my husband shall qualify for the marital deduction. My Executor shall have no power or authority to exercise any power in this Will, discretionary or otherwise, in any manner which would disqualify this bequest for the marital deduction. All other provisions of this Will shall be subordinate to this requirement.

B. Disposition of Residuary Estate if Spouse Predeceases Me. If my husband, does not survive me, then the provisions of this Item VI of my Will shall be of no effect and the property here disposed of shall become part of the Berry Family Trust, to be held, managed and distributed according to its terms.

ITEM VII.: Simultaneous Death Provision. If my husband, DANIEL MCINTYRE BERRY, JR., and I die in circumstances under which there is insufficient evidence to determine the order of our deaths, then it shall be presumed that I survived him; and my estate shall be administered and distributed, in all respects, according to that presumption.

ITEM VIII.: Statutory Powers Granted to Fiduciaries. I authorize my Executor and my Trustees (including any substitute or successor personal representative or Trustee) in the exercise of a reasonable discretion with respect to all property, real and personal, at any time forming part of my estate or any Trust, to exercise any or all the powers set forth in Section 35-50-110, Tennessee Code Annotated, to the extent applicable, all of which provisions and powers are incorporated herein by reference as fully as if copied herein verbatim. These powers (as set out in the statute on the date of the execution of this Will) are granted, notwithstanding that the statute may be amended or repealed after this Will is executed.

ITEM IX.: Additional Fiduciary Powers and Limitations on Trust.

A. Perpetuities Savings Provision. Other provisions to the contrary notwithstanding, no Trust created in this Will shall continue beyond twenty-one (21) years after the death of the last to die of those beneficiaries who were living at the time of my death; and at that time, all Trusts created under this Will which are then in existence shall terminate and the properties of each Trust shall be distributed outright to the beneficiaries of the Trust. Each beneficiary shall receive the share of the Trust held for his or her benefit which is proportionate to the income which that beneficiary is entitled to receive.

B. Spendthrift Provision. No part of any Trust created in this Will, nor the income therefrom, is to be subject to execution or other legal process for any obligation of a beneficiary or subject to the claims of creditors of a beneficiary in any manner, nor shall a 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, except as authorized by the powers of appointment created in this Will.

C. Governing Law. The Trusts created by this Will are to be administered under the laws of the State of Tennessee.

D. Facility of Payment. Whenever income may be paid to a beneficiary, or whenever the Trustees are entitled to pay principal of the Trust to a beneficiary, income or principal may be paid to the beneficiary directly or to anyone else for the use or benefit of the beneficiary, as my Trustees shall deem proper. The receipt of the person to whom payments are made shall relieve my Trustees of liability for the payment, and such payments may be made without the intervention of a guardian or the approval of a court.

E. Commingling of Trusts. The Trustees are authorized to commingle

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the Trusts or shares created in this Will with any other Trusts for the purposes of investment and administration, provided that the Trustees shall maintain adequate records of each beneficiary's interest.

F. Limitation on Trustee Powers. No provision of this Will shall be construed to give a Trustee hereunder the authority to exercise any power granted hereunder to a Trustee which would be deemed as an exercise of a general power of appointment or for the purpose of discharging any obligation which the Trustee or any beneficiary might have, including a duty of support to any beneficiary.

G. Termination of Trust. My Trustees may terminate any Trust created under this Will, at any time, in their sole discretion, if the value of the principal at any time is less than $100,000. In the event of termination, the Trust assets of each terminated Trust shall be distributed to the then income beneficiaries, pro rata.

H. Allocation of Assets Under This Will. In determining the amount to be allocated to each Trust or share created under this Will, my Executor shall make such selection; provided, however, that in determining these amounts, assets allocated to each such part of my estate shall be valued at the same amounts that are used in determining the federal estate tax imposed on the transfer of my estate. The assets allocated to each part of my estate must be fairly representative of the appreciation and depreciation (from the federal estate tax values) in the value of all property, real, personal or mixed, available for allocation. Assets allocated to the Marital Bequest must be only assets which qualify for the marital deduction under applicable federal estate and state inheritance, estate or other death tax law. Should the amount of assets which do not qualify for the marital deduction exceed the amount allocated to the Berry Family Trust Trust, than all of such assets shall be allocated to the Berry Family Trust even though assets placed in the Trust will exceed in value the amount specified in the first paragraph of Item V.

ITEM X. : Definitions and Miscellaneous Provisions.

A. Definition of Children and Spouse.

1. In this Will, the terms "child" and "son" refer to my son who is now living, DANIEL MCINTYRE BERRY, III.

2. The term "husband" or "spouse" shall mean my husband, DANIEL MCINTYRE BERRY, JR..

B. Definition of Code. Reference in this Will to the Code shall mean the Internal Revenue Code of 1986, as amended from time to time until my death.

C. Authority To Divide Trusts. I authorize (but do not direct) my Executor or Trustees, as the case may be, in the exercise of absolute discretion, to divide any Trust created under this Will at any time into separate Trusts with the same provisions in order to establish the GST tax inclusion ratio for each such Trust as my fiduciaries may determine.

D. Authority To Combine Trusts. I authorize (but do not direct) my Executor or Trustees, in the exercise of absolute discretion, to combine into a single Trust any Trusts having identical dispositive provisions, whether created (1) in this Will, or (2) in the Will of my husband, or (3) inter vivos by me or my husband, provided, however, that prior to combining Trusts, the Trustees shall consider the effect of any combination on the GST tax inclusion ratio of each Trust resulting from the combination.

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E. Accountings and Bond. No fiduciary appointed under this Will shall be required to file an accounting or inventory with any court, nor shall any fiduciary be required to post bond. My Trustees shall account to each beneficiary at least annually.

F. Heading and Gender Designation. Paragraph headings are for convenience only; the content of the paragraph controls over the heading. Any reference to any party herein in whatever gender shall be deemed to mean the appropriate gender.

ITEM XI.: Resignation and Removal of Trustees.

A. Resignation of Trustees. The Trustees hereunder shall have the right to resign at any time by giving thirty (30) days' written notice to that effect to the current income beneficiary. If any corporate Trustee resigns, then the income beneficiary, shall have the right and duty within the thirty (30) day period to appoint a successor Corporate Trustee and shall notify the resigning Trustee of the appointment.

B. Removal of Trustees. In addition, my husband shall have the right to remove any acting corporate Trustee, and the right to appoint a successor Trustee of the Trust fund herein established. After the death of my husband then the beneficiary of the Trust shall exercise the foregoing right of removal and appointment. Such right of removal shall be continuing and shall be exercised by serving the acting Trustee with written notice of its removal, which notice shall specify the successor Trustee and certify its willingness to serve as such.

C. Successor Trustee Upon Resignation Or Removal. Any successor Trustee appointed under this Item XI A or B shall be only a bank possessing trust powers and having a combined capital and surplus of not less than Fifty Million ($50,000,000) Dollars and trust funds under management of not less than Five Hundred Million ($500,000,000) Dollars, or a trust company with trust funds under management of not less than Five Hundred Million ($500,000,000) Dollars. Within thirty (30) days after such resignation or removal, the Trustee so resigning or so removed shall institute proceedings for the settlement of its account and deliver all assets then held to its successor, whereupon it shall have full acquittance for all assets so delivered (subject to settlement of its account) and shall have no further duties hereunder.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name to this my Last Will and Testament, consisting of this and five preceding typewritten pages, and for the purpose of identification I have signed each such page, all in the presence of the persons witnessing it at my request on this 27th day of April, 2001, at Nashville, Tennessee.

Mary Heuer Berry
MARY HEUER BERRY

The foregoing instrument was signed, published and declared by the said MARY HEUER BERRY, 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 27th day of April, 2001, at Nashville, Tennessee.

Mary H Kelly residing at 424 Church St. Nashville TN 37219

Caroline C. Jones residing at 4712 Long Hollow Pike, Nashville TN 37211

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

AFFIDAVIT BY WITNESSES TO WILL

Each of the aforesaid witnesses, being Helen Smith and Caroline Jones deposes and says that said witnesses subscribed to the foregoing Will of MARY HEUER BERRY, executed on the 27th day of April, 2001, having been requested by the Testator to make and sign this Affidavit, and having first been duly sworn before the Notary Public whose name appears below, hereby states that the said MARY HEUER BERRY 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 freely, without undue influence or coercion, by signing each page in the presence of all of the witnesses who were all present at the same time, and that said witnesses, in her presence, at her request, and in the presence of each other, subscribed their names as witnesses on the 27th day of April, 2001.

Helen H Smith

Caroline C Jones

Sworn to and subscribed before me, this

the 27th day of April, 2001.

Sheila A - Black

Notary Public

My Commission Expires: My Commission Expires JAN. 25, 2003

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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 05 day of JANUARY , 2007 , in Case Number 07P27 between BERRY JR., DANIEL MCINTYRE Petitioner, and BERRY, MARY HEUER 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 08 day of APRIL 2009

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

SEAL

