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LAST WILL AND TESTAMENT

OF

NATHAN T. WALL

I, Nathan T. Wall, a resident of and being domiciled in Davidson County, Tennessee, and being of sound mind and disposing memory, do hereby make, declare, and publish this to be my last will and testament and I do hereby revoke all wills and codicils made by me at any time heretofore.

ARTICLE I

1. I nominate and appoint my wife, Patricia E. Wall and Aubrey B. Harwell, Jr. to serve as Co-Executors of this will and of my estate.

2. I direct that no bond shall be required of my Executor for the faithful performance of duties in such capacity.

ARTICLE II

1. I direct my Executor to pay all of my just debts, funeral expenses, expenses of administration, and any and all inheritance and estate taxes imposed by any taxing authority, including taxes assessed on account of any property included in my gross estate for tax purposes, whether or not same shall be included in my estate for any other purpose and whether or not such expenses and taxes shall arise out of the administration of my domiciliary estate or otherwise, as soon as practicable after my death.

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2. I direct that all such debts and expenses be paid from my residuary estate, all without apportionment and without contribution by any recipient of any such property; provided, however, that all such inheritance and estate taxes, including interest and penalties thereon, and all charges to principal that are not deducted in computing my Federal estate tax shall not be charged against that portion of my estate qualifying for the marital deduction, but shall be charged against that portion of my estate passing under Paragraph 1(a) of Article V herein.

3. In the event that any property or interest in property passing under this will, by operation of law, or otherwise by reason of my death shall be encumbered by lien or shall be pledged to secure an obligation, whether the property or interest in property so encumbered or pledged shall be owned by me jointly or individually, it is my intention that such indebtedness, to the extent not discharged as a result of a payment directly to the owner of such obligation as a named beneficiary under the terms of any policy of life insurance, shall not be charged to or paid from my estate; but, rather, that the devisee, legatee, joint owner taking by survivorship, or beneficiary receiving such property or interest in such property shall take such property subject to all encumbrances existing at the time of my death.

4. I direct that the proceeds of all life insurance which may be or become payable to my estate or Executor shall be deemed and treated in all respects as a part of my general estate and, as such, same shall be available for the satisfaction of the obligations of my estate.

5. Should any part of the property owned by me at the time of my death consist of business interests, the transfers of which are restricted under the terms of business agreements, then I intend that my Executor and the beneficiaries hereof shall honor and abide by the terms and provisions of all such agreements existing and in force at the time of my death.

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ARTICLE III

1. I authorize and empower my Executor to make distribution in cash or in kind, or partly in each, to settle, compromise, adjust, release, and discharge all debts and claims which may be presented against my estate or which may be due to me, and to retain or sell at public or private sale or otherwise dispose of in such manner and at such prices and upon such terms and conditions, including credit, all or any part of my real or personal estate without order of any court or other authority and to execute, acknowledge, and deliver deeds or other proper instruments of conveyance or assignment to the purchaser or purchasers thereof, which purchasers shall be under no obligation to see to the proper application of the proceeds of any such disposition, and to do any and all things necessary and/or convenient to the proper and legal management and administration of my estate, all as my Executor, in the exercise of his sole and absolute discretion, shall deem advisable.

2. Further, I expressly relieve my Executor of the duty of converting the assets of my estate into cash, and I expressly empower my Executor to retain any or all of the assets of my estate, real or personal and specifically including, but not limited to, any stock, bonds, or other investment property which I may own at the time of my death, without incurring any liability by reason of such retention, to borrow money upon the security of any assets of my estate, to invest in all forms of property, including, but not limited to, common and preferred stocks, without restriction as to legal investments for fiduciaries, to purchase investments at a premium or discount, to give proxies, to join in any recapitalization, merger, reorganization, or voting trust or plan affecting investments, to deposit securities under agreements and to pay assessments, to subscribe for stock and bond privileges; and, generally, to exercise all rights of security holders, to carry investments in the name



of a nominee or in bearer form, and to continue indefinitely the operation of any business in which I may have an interest at the time of my death, either individually, as a partner, or stockholder, and my Executor may deliver to the legatees and beneficiaries of my estate any such business or interest therein.

3. I anticipate that at the time of my death I will own a substantial interest in several business enterprises and properties and, consequently, I expect that my interest in such business enterprise or enterprises will constitute a part of my estate. I hereby vest my Executor with the following specific powers and authority, as supplemental to all other powers and without limitation by reason of specification:

(a) To retain and continue to operate any such business or businesses for such period or periods, as the case may be, as my Executor may deem advisable;

(b) To control and participate in the management of any such business or businesses. In this connection, my Executor, in his sole discretion, shall determine the manner and extent of his active participation in the operation of such business enterprises, and my Executor may delegate all or any part of his powers to such person or persons as he may select, including any associate, partner, officer, or employee of any such business.

(c) To invest other assets of my estate in any such business or businesses, to pledge other assets of my estate as security for loans made to or for use in any such business, and to loan funds from my estate to any such business, all upon such terms and conditions as my Executor may deem appropriate.

(d) To organize one or more corporations under the laws of this or any other state or country and to transfer thereto all or any part of any such business or businesses or

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other property held in my estate, and to receive, in exchange therefore, such stocks, bonds, and/or other securities as my Executor may deem advisable.

(e) To treat any such business or businesses as entities separate from my estate. In its accounting to any court and/or to any beneficiary, my Executor shall only be required to report the earnings and condition of any such business in accordance with standard business accounting practices.

(f) To retain in any such business or businesses such amount of the net earnings for working capital and other purposes of such business as my Executor may deem advisable in conformity with sound business practice.

(g) To sell or liquidate all or any part of any such business or businesses at such time and price and upon such terms and conditions, including credit, as my Executor may determine. My Executor is specifically authorized and empowered to make such sale to any other person having an interest therein, to any officer or employee thereof, to any individual Executor, or to any beneficiary hereunder.

(h) To exercise any of the rights and powers herein conferred in conjunction with another or others according to the terms and provisions of any agreements governing the relationship among the persons owning interests in any such business or businesses.

I am aware that certain risks are inherent in the operation of any business and in the operation of these enterprises in particular. Therefore, I direct that my Executor shall not be held liable for any loss resulting from the retention and/or operation of any of my interests therein and I direct that any and all liabilities arising therefrom shall be satisfied first from the business itself and second out of my estate.

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4. Without in any way limiting the generality of the preceding paragraphs, I hereby authorize and empower my Executor, in the exercise of reasonable discretion with respect to all property, real, personal, and mixed, at any time forming the part of my estate, to exercise the powers set forth in paragraphs 1 through 32, inclusive, of Section 35-50-110 of the Tennessee Code Annotated, to the extent applicable, all of which provisions and powers are incorporated herein by reference, including the specific incorporation by reference of the "Prudent Man Rule"; provided, however, that the power and authority set out in paragraph 19, Section 35-50-110 of the Tennessee Code Annotated, is restricted and limited to such amounts and such periods of time as may be reasonably required to the best interest of the beneficiaries hereof.

ARTICLE IV

1. I hereby give, devise and bequeath certain items of tangible personal property owned by me at the time of my death as follows:

a. I hereby give, devise and bequeath to Melissa Ann Wall in fee the following items:

1. Large round diamond ring with seven diamonds;

2. Oak roll-top desk.

b. I hereby give, devise and bequeath to Donald Wall in fee the following item:

1. Round diamond ring with one large diamond (to be passed on to Nathan Neal).

c. I hereby give, devise and bequeath to Mike Wall in fee the following item:

1. Square diamond ring with nine small diamonds (to be passed on to Tristan Wall).

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d. I hereby give, devise and bequeath to Melinda Neal in fee the following item.

1. Rectangular diamond ring with two diamonds (to be passed on to Hayden Neal).

2. If my wife, Patricia E. Wall, shall survive me, then I give and bequeath all tangible personal property owned by me at the time of my death that I have not specifically bequeathed in section 1 of this Article, including, but not limited to, all of my personal effects, automobiles, and my interest in any household goods and furnishings, to my said wife in fee.

3. If my said wife shall not survive me, then I give and bequeath all tangible personal property owned by me at the time of my death that I have not specifically bequeathed in section 1 of this Article, including, but not limited to, all of my personal effects, automobiles, and my interest in any household goods and furnishings in equal shares to such of my children who shall be living at the time of my death, to be divided among them as they see fit. In the event my children are unable to agree as to the division of such property, then my Executor shall have full and absolute discretion and authority as to the division of such property among them. Any and all personal property as above described allocated to a child of mine who is under the age of eighteen (18) years may be distributed to such child directly without the intervention of a guardian or, in the discretion of my Executor, may be distributed to some other person selected by my Executor to be held by such person for later distribution to such child, in which event such person shall not be liable for loss or damage to said property during the period within which he or she holds the same. The receipt of the distributee shall constitute a complete acquittance to my Executor for the property so distributed, and my Executor shall not be responsible for the proper application thereof. My Executor may sell at public or private sale, on such terms as my Executor may determine proper, any item of personal

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property not deemed suitable by my Executor for distribution to a minor, and my Executor shall add the proceeds of any such sale to my residuary estate.

ARTICLE V

1. If my wife, Patricia E. Wall, shall survive me, then all of the rest, residue, and remainder of the property which I may own at the time of my death, real, personal, and mixed, tangible and intangible, of whatsoever nature and wheresoever situated, including all property which I may acquire or become entitled to after the execution of this will, I give, devise, and bequeath to the following persons in the following order of priority:

(a) First, to my Trustee, hereinafter named, and its successors in trust, the same to be held by it as the principal of a trust estate hereby designated and called the Nathan T. Wall Family Trust, I give, devise, and bequeath such an amount of the said rest and residue of my estate as equals the Exemption Equivalent, as hereinafter defined. This bequest shall be reduced by the value of all other items which are included in my gross estate and which pass or have passed under other provisions of this will, by operation of law, or otherwise and which do not qualify for either the marital or the charitable deduction; provided, however, should my wife elect to disclaim any property passing to her, either under the terms of this will or otherwise, such disclaimed property shall not be taken into consideration in determining the amount of this bequest. The term "Exemption Equivalent" shall mean an amount equal to the largest amount which would, after allowing for the unified credit against the Federal estate tax and the credit for state death taxes, to the extent the use of such

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credit does not increase the death tax payable to any state, but no other credit, result in no Federal estate tax being payable by my estate.

(b) Second, to my Trustee, hereinafter named, and its successors in trust, the same to be held by it as the principal of a trust estate hereby designated and called the Nathan T. Wall Marital Trust, I give, devise, and bequeath all the remainder of the said rest and residue of my estate.

2. If my wife, Patricia E. Wall shall not survive me, then all of the rest, residue, and remainder of the property which I may own at the time of my death, real, personal, and mixed, tangible and intangible, of whatsoever nature and wheresoever situated, including all property which I may acquire or become entitled to after the execution of this will, I give, devise, and bequeath to my Trustee, hereinafter named, and its successors in trust, the same to be held by it as the principal of a trust estate hereby designated and called the Nathan T. Wall Family Trust.

3. My Executor is authorized to satisfy and fund these bequests in money or in kind or partly in each.

(a) Any assets transferred in kind to satisfy the bequests hereunder shall be valued for that purpose at the fair market value determined as of the dates of their respective transfers.

(b) The decision of my Executor as to which assets shall be distributed in satisfaction of the above bequests, as to whether my estate shall be valued under any optional provisions of the Federal estate tax law, as to what tax elections shall be exercised, and as to what proceedings are necessary to complete the ascertainment of any tax shall be conclusive and binding upon all persons.

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(c) My Executor shall in its absolute discretion determine whether to elect under Section 2056(b)(7) of the Federal Internal Revenue Code to qualify any specific portion of all of the Nathan T. Wall Marital Trust for the marital deduction. I anticipate that before making the election, that my Executor will give consideration to the Federal estate taxes that may be payable by my estate and to the Federal estate taxes that may be payable in my wife's estate upon her death, especially if she should die prior to the time the election is required to be made. The determination of my Executor with respect to the exercise or non-exercise of the election shall be conclusive upon all affected persons.

4. As used in this will, the words "marital deduction", "charitable deduction", "gross estate", "taxable estate", and "pass" shall have the same meaning as said words have in the provisions of the Federal Internal Revenue Code applicable to my estate. All references herein to the Federal Internal Revenue Code are references to the Federal Internal Revenue Code of 1986, as amended.

ARTICLE VI

1. I nominate and appoint my wife, Patricia E. Wall, and SunTrust Bank, as Co-Trustees of the Nathan T. Wall Marital Trust and the Nathan T. Wall Family Trust. It is not my intention to require multiple trustees for the administration of the Nathan T. Wall Marital Trust and the Nathan T. Wall Family Trust, or to permit my wife to serve as sole trustee of said trust estates, but, rather for so long as my said wife shall survive me and desire to serve in such capacity, that she shall serve as a Co-Trustee. Any reference in this will to Trustee or Co-Trustee shall be deemed to include the other and be a reference to whoever shall be serving in such capacity.

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(a) Any Trustee shall have the right to resign its duties hereunder at any time by giving thirty (30) days written notice of its intent to resign to my wife if living, and, from and after the death of my wife to the then current income beneficiaries of the trust estate who have attained the age of eighteen (18) years.

(b) With respect to the Nathan T. Wall Marital Trust, I hereby grant to my wife, for so long as she shall live, the absolute power and authority to remove any Trustee thereof. Said power to remove any Trustee shall be absolute and no person shall question the reasons for such removal or the appointment of a successor trustee under this provision. Said power to remove Trustee shall be exercised by notice in writing to the Trustee, which notice shall name a successor trustee qualified under the provisions of this Article.

(c) With respect to the Nathan T. Wall Family Trust, I hereby grant to my said wife, for so long as she shall live, and, from and after the death of my said wife, or from and after my death if she shall not survive me, I hereby grant to a majority of the then current income beneficiaries thereof who have attained the age of eighteen (18) years, the absolute power and authority to remove any Trustee thereof.

(d) In the event of the removal or resignation of Trustee, then a successor trustee of the said trust shall be appointed, which successor trustee is required to be a bank or trust company having a net worth of not less than One Hundred Million Dollars ($100,000,000.00) and qualified to act in a fiduciary capacity in the State of Tennessee. Any such successor trustee shall have all the powers, authority, and duties set forth herein for Trustee.

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(e) The Trustee who is resigning or being removed, as the case may be, shall settle its accounts and deliver all assets and properties then held to the successor trustees within thirty (30) days of said resignation or removal.

2. I hereby grant and confer upon the Trustee of the Nathan T. Wall Marital Trust the powers and duties set forth in Section 35-15-801, et seq. of the Tennessee Code Annotated, which powers and duties are hereby incorporated by reference, including the specific incorporation by reference of the "Prudent Man Rule." I further grant and confer upon my said Trustee all of the powers herein granted to my Executor. Notwithstanding the grant of such powers, it is my intent that the Nathan T. Wall Marital Trust, as and to the extent my Executor shall have elected to qualify a portion or all of the bequest to said trust for the marital deduction under the applicable provisions of the Federal Internal Revenue Code shall be held and administered in such fashion as to qualify for the marital deduction provided under the Federal Internal Revenue Code. The Trustee of this trust shall have no power to take any action which would preclude or defeat the qualification of such trust for the marital deduction.

3. I hereby grant and confer upon the Trustee of the Nathan T. Wall Family Trust the powers and duties set forth in Section 35-15-801, et seq. of the Tennessee Code Annotated, which powers and duties are hereby incorporated by reference, including the specific incorporation by reference of the "Prudent Man Rule." I further grant and confer upon my said Trustee all of the powers herein granted to my Executor.

4. I hereby expressly excuse and relieve my Trustee, and their successors in trust appointed as provided herein, from the giving of any bond or surety to secure the faithful performance of duties in such capacity.

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5. The Trustee may terminate any trust created under this Will if the Trustee feels that the trust is insufficient in size to be properly administered for the best interest of the trust beneficiary or beneficiaries. Upon such termination, the principal and undistributed income thereof shall vest in the then permissible income beneficiaries of the Trust with each beneficiary vested with the share held for his or her benefit. Provided, however, if there is more than one permissible income beneficiary of any such share, then each such beneficiary shall be vested with a pro rata portion of such share except that a parent shall take to the exclusion of his or her issue unless the Trustee determines, in his sole and absolute discretion, after taking into account the transfer tax effects of such vesting, that vesting in the issue is more appropriate.

ARTICLE VII

1. Trustee shall, to the extent my Executor does not elect to qualify the entire Nathan T. Wall Marital Trust under Section 2056(b)(7) of the federal Internal Revenue Code of 1986, as amended, for the marital deduction, divide the principal of the Nathan T. Wall Marital Trust into two shares: Share I to be composed of the property comprising that portion of the principal of the Nathan T. Wall Marital Trust qualifying for the marital deduction and Share II to be composed of the property comprising that portion of the principal of the Nathan T. Wall Marital Trust not qualifying for the marital deduction.

2. Trustee shall collect and receive the income and profits from the property comprising the principal of Share I and Share II of the Nathan T. Wall Marital Trust and shall pay all of the net income therefrom, in convenient installments but no less often than quarterly, to my wife, Patricia E. Wall, for so long as she shall live.

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3. Trustee is authorized and empowered to pay to my wife, such amount or amounts of the principal of Share I of the Nathan T. Wall Marital Trust as Trustee, at any time and from time to time and in the exercise of Trustee's sole and absolute discretion, may deem advisable to provide for her health, maintenance, education, and support. Trustee is authorized and empowered to pay to my wife, such amount or amounts of the property comprising the principal of Share II of the Nathan T. Wall Marital Trust at any time and from time to time in the exercise of Trustee's sole and absolute discretion, may deem advisable to provide for her health, maintenance, education and support, provided, however, Trustee shall not make a distribution of the principal of Share II of the Nathan T. Wall Marital Trust until the principal of Share I of the Nathan T. Wall Marital Trust shall have been exhausted.

4. If my wife shall properly disclaim any part or all of her interest in the bequest to the Nathan T. Wall Marital Trust, then Trustee shall promptly pay and distribute such part or all of the trust estate as she shall have properly disclaimed to the Trustee of the Nathan T. Wall Family Trust, the same to be held and administered as an addition to the principal of such trust.

5. Upon the death of my wife, the Nathan T. Wall Marital Trust shall terminate. First, the Trustee shall pay all income of the Nathan T. Wall Marital Trust accrued and undistributed at the death of my wife to her estate. Second, unless my wife directs otherwise by her will, the Trustee shall pay from the principal of the Nathan T. Wall Marital Trust, directly to my wife's estate or to the legal representative of my wife's estate, the amount by which the estate and inheritance taxes assessed by reason of the death of my wife shall be increased as a result of the inclusion of the Nathan T. Wall Marital Trust in her estate for such tax purposes. The Trustee's selection of assets to be sold to pay that amount, and the tax effects thereof, shall not be subject to question by any

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beneficiary. Third, the Trustee shall pay and distribute the rest and residue of the property comprising the principal of the Nathan T. Wall Marital Trust to the Trustee of the Nathan T. Wall Family Trust, and its successors in trust, as an addition to principal of said trust. In the event that the said Nathan T. Wall Family Trust shall have been terminated prior to the death of my wife or this gift over upon her subsequent death is ineffective for any reason, then Trustee shall pay over and distribute the principal of said trust to my issue, per stirpes and in fee.

ARTICLE VIII

1. For so long as my wife, Patricia E. Wall, and my mother-in-law, Thelma lee Haynes, shall survive me:

(a) Trustee shall collect the income and profits from the property comprising the principal of the Nathan T. Wall Family Trust and shall accumulate or distribute, at any time and from time to time, so much of the net income therefrom, in such amounts and proportions as Trustee, in the exercise of Trustee's sole and absolute discretion and without regard to equality of distribution, may deem advisable to provide for the health, maintenance, education, and support of any one or more or all of the following persons:

(i) My wife, Patricia E. Wall.

(ii) My mother-in-law, Thelma Lee Haynes.

(iii) My living children.

(iv) The living children of any deceased child of mine.

Trustee shall incorporate such net income as is accumulated into the principal of the Nathan T. Wall Family Trust at least annually.

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(b) Trustee is authorized and empowered to pay to any one or more or all of those persons set forth in Paragraph 1(a) of this Article such amount or amounts of the principal of the Nathan T. Wall Family Trust as Trustee, at any time and from time to time in the exercise of Trustee's sole and absolute discretion and without regard to equality of distribution, may deem advisable to provide for their respective health, maintenance, education, and support. In making any distributions of principal hereunder to my wife, Trustee shall take into account any other resources available to her before exercising such discretion, it being my intent that distributions of the principal of the Nathan T. Wall Family Trust be made to her under this provision only after the principal of the Nathan T. Wall Marital Trust shall have been exhausted. All distributions made under this provision shall be charged against the trust estate as a whole and not against any individual beneficiary or share of the trust estate.

2. Upon the last to die of my wife or my said mother-in-law, or upon my death if they shall not survive me, Trustee shall divide the then remaining principal of the Nathan T. Wall Family Trust into as many equal trusts as there are children of mine then living and deceased children of mine leaving issue then surviving. Each such separate trust shall thereafter constitute and be administered and accounted for by Trustee as a separate trust. Trustee need not make a physical division of the property comprising the principal of the Nathan T. Wall Family Trust into separate trusts but may continue to treat all of such property as the principal of one trust; however, the income, if any, from such properties and the increases, as well as decreases, if any, in the principal shall be divided among and allocated to the separate trusts in proportion to their relative interests in the whole. No beneficiary of any separate trust shall have any right or interest in any other separate

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trust nor in any specific property or asset held by Trustee as a part of the Nathan T. Wall Family Trust.

3. Following the division of the Nathan T. Wall Family Trust into separate trusts:

(a) Trustee shall hold and administer one of such separate trusts for the use and benefit of each child of mine then living. Trustee shall pay to such child, or expend on such child's behalf, so much of the net income attributable to such child's respective separate trust as Trustee, in the exercise of his discretion, may deem advisable to provide for such child's health, maintenance, education, and support, until such separate share shall terminate as hereinafter provided. Any net income of such child's respective separate share not so disbursed by Trustee shall be incorporated into the principal of such child's respective separate trust.

(b) When any such child of mine shall have attained the age of twenty-five (25) years, Trustee shall pay and distribute one-third (1/3) the then remaining principal of such separate trust to such child in fee; when any such child of mine shall have attained the age of thirty (30) years, Trustee shall pay and distribute one-half (1/2) of the then remaining principal of such separate trust to such child in fee; the remainder of the principal of such separate trust shall be retained in trust until such child shall have attained the age of thirty-five (35) years, at which time such separate trust shall terminate, and Trustee shall then pay and distribute the entire remaining principal of such separate trust to such child in fee.

(c) If any such child of mine shall have attained any of the distribution ages specified in Paragraph 3(b) of this Article before the time when the Nathan T. Wall Family Trust is directed to be set apart into separate trusts, then upon the division of the Nathan T.

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Wall Family Trust into separate trusts the Trustee shall distribute to such child such part or parts or all, as the case may be, of such separate trust as are herein directed to be distributed to such child upon attaining such ages.

(d) If any such child of mine shall die after the Nathan T. Wall Family Trust is directed to be set apart into separate trusts and before the entire principal of his respective separate trust is directed to have been distributed to such child in fee, then Trustee shall distribute such separate trust, in such proportions and in such manner, to, or for the benefit of, any one or more persons or entities as such child, may by specific reference hereto in his Last Will and Testament, appoint; provided, however, that such child shall have no power to appoint his separate trust or any part thereof to himself, to his estate, to his creditors, or to the creditors of his estate. To the extent such child shall not validly exercise such limited power of appointment, the remaining principal and undistributed income, if any, of his respective trust shall be distributed, subject to the provisions of Paragraph 3(f) of this Article, per capita and in fee, to such child's then living children, if any; and if such child shall leave no children then surviving, then same shall be distributed, per stirpes and in fee, to my issue then living.

(e) If, at the time the principal of the Nathan T. Wall Family Trust is directed to be set apart into separate trusts, there shall be any surviving children of a deceased child of mine, then Trustee shall, subject to the provisions of Paragraph 3(f) of this Article, distribute one of such separate trusts, per capita and in fee, to the surviving children of each such deceased child of mine.

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(f) If any beneficiary hereof shall not have attained the age of twenty-one (21) years at the time any principal of the Nathan T. Wall Family Trust, or any part thereof, is directed to be distributed to him, then the share or fund of such beneficiary shall be retained in trust by Trustee until he shall have attained such age. During such interim, Trustee shall pay to such beneficiary, or expend on his behalf, the entire net income derived from his particular share or fund. When such beneficiary shall have attained the age of twenty-one (21) years or upon his death prior thereto, the trust shall terminate the respect to such share or fund, and Trustee shall distribute the entire principal and undistributed income, if any, of such share or fund to such beneficiary in fee or to the estate of such beneficiary if he should die before attaining the age of twenty-one (21) years.

(g) After such time as the principal of the Nathan T. Wall Family Trust is directed to be divided and set apart into separate trusts, Trustee is authorized and empowered to pay to, or on behalf of, any then current income beneficiary of the Nathan T. Wall Family Trust, such amount or amounts of the principal of the separate share of this trust attributable to such beneficiary as Trustee, at any time and from time to time and in the exercise of Trustee's sole and absolute discretion, may deem advisable to provide for such beneficiary's health, maintenance, education, and support. All such distributions of principal shall be charged against the individual share of the trust estate attributable to such beneficiary and shall not be charged against the principal of the trust estate as a whole.

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ARTICLE IX

1. No beneficiary of the trusts created herein shall pledge, assign, transfer, sell, or in any manner whatsoever accelerate, anticipate, or encumber any interest in the principal or the income of the trust estates created herein; nor shall any of such principal or income be or become, in any manner whatsoever, subject or liable for the debts, contracts, or engagements of any beneficiary hereof; nor shall such principal or income be or become, in any manner whatsoever, subject to any assignment, or any other alienation or disposition, whether voluntary or involuntary.

2. During the minority or incapacity of any beneficiary of the trust created, Trustee may pay to, or expend on behalf of, such beneficiary such amounts as are authorized herein to be paid in any one of the following manners:

(a) Directly to such beneficiary;

(b) To the guardian or conservator of such beneficiary; or

(c) By expending such amounts directly for the purpose set out herein.

3. Notwithstanding any other provisions hereof, no trust created herein shall continue beyond twenty-one (21) years after the later of my death or the death of the last to die of my wife, Patricia E. Wall, and such of my issue as are living at the time of my death; if not sooner terminated under any other provision hereof. Upon the expiration of such period, all trusts created herein shall terminate and the assets thereof shall be distributed to the then current income beneficiaries thereof in proportion to their relative interests in such income, outright and free of all restrictions.

4. The term "net income" as used herein shall mean the income or return on the principal of the trust estate reduced by the ordinary and necessary expenses, including a reasonable allowance for depreciation and obsolescence, incident thereto. Net income shall not include the

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amount of any gain from the sale, exchange, or other disposition of any asset comprised in the principal of the trust estate, notwithstanding the fact that such gain may be denominated as income for tax proposes by any taxing authority.

5. The use of the one gender herein shall be deemed to include the other, and the use of the singular or plural shall be deemed to include the other, wherever the context so requires.

ARTICLE X

If the Trustee of the Nathan T. Wall Family Trust established by me in this will is at the same time the trustee of a trust established by my wife, Patricia E. Wall, in her will, and if the terms, conditions, and specified beneficiaries of the trust estate are the same or substantially the same, then the Trustee may, in its discretion, merge that trust and thereafter hold and administer the principal of the trust estates in any single trust in accordance with the terms and conditions of the Nathan T. Wall Family Trust created herein.

ARTICLE XI

If my wife, Patricia E. Wall, and I shall die under such circumstances that there is not sufficient evidence to determine the order of our deaths, then it shall be presumed that she survived me, and my estate shall be administered and distributed in all respects in accordance with this presumption that I predeceased her.

ARTICLE XII

Although my said wife and I are executing our wills at or about the same time, there is and there has been no contract between us to make a mutual testamentary disposition of any property, and it is my intention that no such contract be inferred from the execution of wills which are similar

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in content. In the event that my said wife survives me, or otherwise, she shall have full power to execute codicils to her will and to revoke her will and any codicils and to execute a later will or wills and codicil or codicils, making such disposition of her property as she may desire in her sole discretion, including any or all of the property passing to her under the provisions of this will.

IN WITNESS WHEREOF, I have hereunto subscribed my name to this my last will and testament consisting of this and the twenty-one (21) preceding typewritten pages, and for the purpose of identification, I have initialed each such page, all in the presence of the persons witnessing it at my request on this the 23 day of Feb, 2005.

Nathan T. Wall

Nathan T. Wall

NTW

Copy

The said Nathan T. Wall, of sound mind and disposing memory, signed the foregoing instrument in our presence, as and for his last will and testament, and signified and declared to us that same was his last will and testament; and we, the undersigned, at his request, and in his presence and sight, and in the presence and sight of each other, have subscribed our names hereto as attesting witnesses the day and date above written.

Address: 2000 One Nashville Place
Nashville, TN 37219

Address: 2000 One Nashville Place
Nashville, TN 37219

NTW

Copy

AFFIDAVIT

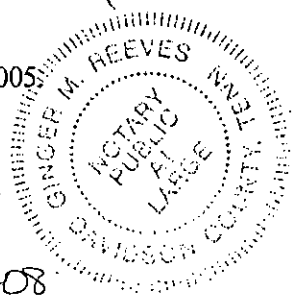
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

We, the undersigned, JAMES R KELLEY and Russell G. Adkins, being first duly sworn, make oath as follows:

The said Nathan T. Wall, of sound mind and disposing memory, signed the foregoing instrument in our presence, as and for his last will and testament, and signified and declared to us that same was his last will and testament; and we, the undersigned, at his request and in his presence and sight, and in the presence and sight of each other, have subscribed our names thereto as attesting witnesses the day and date written therein.

Russell Adk

Sworn to and subscribed before me
this 23rd day of February, 2005.



Ginger M. Reeves
Notary Public

My Commission Expires: 5-30-08

NTW

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 22 day of FEBRUARY , 2006 , in Case Number 06P283 between HARWELL JR., AUBREY B ET.AL Petitioner, and WALL, NATHAN T 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 25 day of MAY 2010

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

