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LAST WILL AND TESTAMENT

OF

DAVID T. KARZON

THIS INSTRUMENT PREPARED BY:
WALLER LANSDEN DORTCH & DAVIS
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Nashville, Tennessee 37219-1760

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LAST WILL AND TESTAMENT

OF

DAVID T. KARZON

I, DAVID T. KARZON, a resident of Nashville, Davidson County, Tennessee, being of sound mind and disposing memory, do hereby make, publish and declare this as my Last Will and Testament, hereby revoking all Wills and Codicils heretofore made by me. I am married to ALLAIRE URBAN KARZON. I have two children, DAVID T. KARZON, JR. and ELIZABETH URBAN KARZON. I have three grandchildren, LINDSAY SARAH KARZON, NICHOLAS ANDREW KARZON, and EMILY JASPER KARZON.

It is my intention that my remains be cremated, and that my Executor make the necessary arrangements for such cremation and the placement of my ashes.

ARTICLE I.
Appointment of Executor and Trustee

A. Executor. I nominate and appoint my wife, ALLAIRE URBAN KARZON, to serve as Executor, without bond. If my wife fails or ceases to serve, then my children, DAVID T. KARZON, JR. and ELIZABETH URBAN KARZON, shall serve as successor Co-Executors, without bond. If one of them fails or ceases to serve, then the remaining Executor shall serve solely as successor Executor, without bond. Whenever the term "Executor" is used herein, it shall be deemed to apply to the party or parties acting as such, and any reference to such party or parties in one gender shall be deemed to mean the proper gender.

B. Trustee. I nominate and appoint my wife, ALLAIRE URBAN KARZON, to serve as Trustee of any testamentary trust created hereunder, without bond. If my wife fails or ceases to serve, then my children, DAVID T. KARZON, JR. and ELIZABETH URBAN KARZON, shall serve as successor Trustees, without bond. If one of them fails or ceases to serve, then the remaining Trustee shall serve solely as successor Trustee, without bond. Whenever the term "Trustee" is used herein, it shall be deemed to apply to the party or parties acting, and any reference to such party or parties in one gender shall be deemed to mean the proper gender.

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

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D. Ancillary Administration. If the appointment of an Executor of my estate is necessary or desirable in any jurisdiction in which the Executor named herein is unable or unwilling to act, I appoint as my Executor in that jurisdiction such person or corporation as may be designated in an instrument signed by the Executor named herein, to serve without security or any bond, and to have all the powers with respect to my estate in that jurisdiction that my Executor named herein is given with respect to my domiciliary estate (including the power to sell real or personal property at public or private sale for any purpose), to be exercisable without the joinder of any beneficiary or the approval of any court.

ARTICLE II.
Payment of Debts, Taxes and Expenses

A. Payment of Debts, Taxes and Expenses. I direct that all of my legally enforceable debts, funeral expenses, and expenses in connection with the administration of my estate be paid as soon as may be convenient after my death, except that any property that is encumbered by a debt secured by a mortgage may be paid off without right of contribution from my wife or retained in the discretion of my Executor and such property shall pass subject to such mortgage. I further direct that all transfer, estate, inheritance and other death taxes which are payable because of my death, including any interest or penalties thereon, with respect to the property comprising my estate for such tax purposes, whether or not such property passes under this Will and whether such taxes are payable by my estate or by any recipient or beneficiary of any such property, shall be paid entirely out of that portion of my residuary estate that does not qualify for a federal estate tax marital deduction under Code Section 2056 as an expense of administration, without apportionment, and with no right of reimbursement from any recipient or beneficiary of any such property (except as otherwise specifically provided hereinbelow). I authorize my Executor, in its sole discretion, to use the proceeds of any life insurance payable to my estate or to my Executor for the payment of my debts or taxes of my estate.

B. Recovery of Taxes from Marital Trust. To the maximum extent permitted by law, my Executor shall seek reimbursement from the Marital Trust, if any, established under my wife's Will or Revocable Trust for recovery of, or contribution toward any payment of federal and state estate and inheritance taxes attributable to such Marital Trust.

ARTICLE III.
Bequest of Tangible Personal Property and Definition of Certain Terms

A. Artwork. I acknowledge that all of the artwork in the homes that my wife and I own that was created by our daughter, ELIZABETH URBAN KARZON, has only been on loan to us, and title to such artwork remains in our daughter. In

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the event my wife does not survive me, I request that my Executor return the artwork to our daughter and pay, out of my estate, the costs of packing, shipping and insurance.

B. Tangible Personal Property. I bequeath all furniture, household furnishings, automobiles, personal effects and all other items of tangible personal property (except cash on hand or deposit) which I own at the time of my death to my wife, ALLAIRE URBAN KARZON, if my wife survives me, but if my wife does not survive me, then I give such property to my children to be divided in as substantially equal shares as to the value thereof, as shall be practicable as to the individual items thereof and in such manner, as my children shall agree, with the then living descendants of any child who does not survive me representing such deceased child, per stirpes.

C. Definition of Issue, Children, Descendants. For all purposes of this Will, the terms "issue," "child," "children" and "descendants" shall include persons adopted before reaching age eighteen (18), unless the beneficiary who adopted the person specifically states in his or her will that such adopted child shall not be included within the meaning of said terms for purposes of this will. If, however, a beneficiary adopts the child of his or her spouse, such terms shall not include any such adopted child. The terms "parents" and "ancestors" with respect to adopted persons shall refer to the adoptive parents and their ancestors. A child in gestation, who is later born alive, shall be regarded as a child in being during the period of gestation, in determining whether any person has died without leaving surviving issue, and in determining, on the termination of any trust created hereunder, whether such child is entitled to share in the disposition of the trust's then remaining principal and undistributed income, provided, however, for all other purposes, such child's rights shall accrue from the child's date of birth.

ARTICLE IV.
Division of Residuary Estate Into Marital and Family Shares If My Wife Survives Me

If my wife, ALLAIRE URBAN KARZON, survives me, all of my property, real, personal and mixed, of whatever kind and character and wherever situated, but excluding all property over which I may have a power of appointment, shall be divided into two separate shares, which are designated as the Marital Share and the Family Share. Said trust property shall be allocated between those shares in the following manner:

A. Creation of the Family Share. My Executor shall allocate to the Family Share all assets available for distribution that would not qualify for the federal estate tax marital deduction if allocated to the Marital Share, plus the largest pecuniary amount, if any, that will not thereby increase federal estate taxes payable by reason of my death. In determining the pecuniary amount, my Executor shall

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assume that none of the Family Share qualifies for a federal estate tax marital deduction, and shall assume that all of the Marital Share hereafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax marital deduction. In making the computations to determine this amount, the final determination in the federal estate tax proceedings shall control. My Executor shall distribute the Family Share in the manner provided in Article V.

B. Creation of the Marital Share. My Executor shall allocate the residue of my estate to the Marital Share and distribute such property to my wife outright and free of trust.

C. Allocation of Property Between Shares. There shall be allocated to the Marital Share only assets that qualify for the federal estate tax marital deduction. My Executor shall have complete authority to make non-pro rata allocations of the trust property between the Marital and Family Shares. In allocating amounts received from tax-favored retirement plans which become payable to my Executor or Trustee as a result of my death, the Trustee shall, to the maximum extent possible, allocate any such amounts to the Marital Share. A "tax-favored retirement plan" means a retirement plan qualified under Code Section 401(a), annuities described in Code Section 403(a) or (b), individual retirement arrangements described in Code Section 408, and similar plans, accounts and arrangements.

ARTICLE V.
Disposition of The Family Share of Residuary Estate

I give the Family Share to the Trustee named above, to hold such share in a trust to be known as the Family Trust, which shall be held, administered and distributed as follows:

A. Income and Principal Distributions in the Trustee's Discretion. The Trustee may distribute to or for the benefit of my wife and my descendants as much of the net income and principal of the Family Trust, and in such amounts and proportions among them as the Trustee, in its discretion, deems advisable for their health, education, maintenance and support. Any net income of the Family Trust which is not distributed by the Trustee shall be accumulated and added to the principal of the Family Trust at least annually. The Trustee shall, at all times, give primary consideration to the current and possible future needs of my wife and only thereafter to my descendants, even to the exclusion of such descendants.

B. Personal Residence. Upon direction of my wife, the Trustee of the Family Trust shall be authorized to hold any personal residence, distributed to or passing to the Family Trust as the result of my death, as a personal residence for the use of my wife as long as she so directs. My wife shall pay the taxes, insurance, repairs and similar expenses of any such residence. My wife may request the reimbursement of such expenses and the Trustee shall be liberal in approving any

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such request. The Trustee shall be authorized, upon the direction of my wife, to sell any such residence and either purchase another residence for my wife and hold any purchased residence on the same terms and conditions or convert such property into property productive of a reasonable amount of income.

C. My Wife's Testamentary Limited Power of Appointment. Upon my wife's death, my wife shall have the power exercisable only by specific reference to this power in a valid last will and testament or Qualified Revocable Trust, to appoint any part or all of the principal and any accrued and undistributed net income of the Family Trust, as they exist upon my wife's death, to or for the benefit of my descendants, in such amounts and proportions, and on such terms and conditions, either outright or in trust, as my wife may direct. This power shall not be exercised in favor of my wife, my wife's creditors, my wife's estate, the creditors of my wife's estate, or in any manner which would result in any economic benefit to my wife. If my spouse exercised a qualified disclaimer upon my death, and as a result of the disclaimer assets became part of the Family Trust, such assets shall not be subject to my spouse's limited power of appointment.

D. Termination of the Family Trust. The Family Trust shall terminate upon the death of my wife. The balance of the Family Trust not disposed of pursuant to my wife's power of appointment, including any accrued and undistributed net income, shall be distributed to the Trustee of the Allaire Urban Karzon Revocable Trust dated November 21, 2002, with my wife as Grantor and as Trustee, and any amendments thereto that are made prior to my death ("My Wife's Revocable Trust"). If My Wife's Revocable Trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of My Wife's Revocable Trust as it existed on the date of my execution of this Will, including any subsequent amendments thereto that are made prior to my death. My Executor may, in its sole discretion, distribute directly to any beneficiary under My Wife's Revocable Trust any property that, if it were instead distributed to the Trustee of such trust, would then be distributed outright to such beneficiary, free of any further trust.

ARTICLE VI.
Disposition of My Residuary Estate If My Wife Does Not Survive Me

If my wife, ALLAIRE URBAN KARZON, does not survive me, all the rest and residue of my property, real, personal and mixed, of whatever kind and character and wherever situated, but excluding all property over which I may have a power of appointment, shall be distributed to the Trustee of My Wife's Revocable Trust. If My Wife's Revocable Trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of My Wife's Revocable Trust as it existed on the date of my execution of this Will, including any

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subsequent amendments thereto. My Executor may, in its sole discretion, distribute directly to any beneficiary under My Wife's Revocable Trust any property that, if it were instead distributed to the Trustee of such trust, would then be distributed outright to such beneficiary, free of any further trust.

ARTICLE VII.
Underage and Disabled Beneficiaries

A. Trust for Underage or Disabled Beneficiaries. Whenever any outright distribution is required to be made to a beneficiary by a provision of this Will when the beneficiary is under the age of thirty-five (35) unless otherwise specifically provided herein, or when the beneficiary is disabled (as defined below), the Executor shall, if the beneficiary is underage, and is authorized, if the beneficiary is disabled, instead make such distribution to the Trustee hereinabove named (as to any property not already held in trust), or the Trustee shall retain such distribution (as to property already held in trust), as the case may be, to hold in a separate trust until the beneficiary attains the age of thirty-five (35), or, if later, until the beneficiary's disability has ceased, as follows:

1. Distributions of Trust Income and Principal. The Trustee may apply to or for the benefit of the beneficiary as much of the net income and principal of the trust as the Trustee, in its discretion, deems advisable for the beneficiary's health, education, maintenance and support. Any net income not distributed to a beneficiary shall be accumulated and added to principal at least annually.

2. Termination and Distribution. The Trustee shall distribute the trust property to a beneficiary when the beneficiary attains the age of thirty-five (35), or, if later, when the beneficiary ceases to be disabled.

3. Distribution Upon the Beneficiary's Death. Unless sooner terminated, upon the death of the beneficiary, any property in the trust shall be distributed to the beneficiary's then living descendants, per stirpes. If the beneficiary is not survived by any of his or her descendants, the Trustee shall distribute the balance of the trust property among my then living descendants of the beneficiary's ancestor who is my child, per stirpes, or if such child of mine has no then living descendants, then such property shall be distributed among my then living descendants, per stirpes. If I have no then living descendants, the Trustee shall distribute the remaining trust property as provided in Article VIII (Ultimate Distribution), below.

B. Methods of Payment. Whenever the Executor or Trustee, as the case may be, desires to make a discretionary distribution of income or principal pursuant to the provisions of this Will to or for the benefit of a beneficiary who is under the age of thirty-five (35) or disabled, such distribution may be made in any one or more

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of the following ways, without court supervision and without the necessity for posting a bond:

1. Directly to the beneficiary;

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

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

4. In any prudent form of annuity purchased for the use and benefit of the beneficiary (other than my spouse);

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

6. To any guardian or conservator of the beneficiary.

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

ARTICLE VIII.
Ultimate Distribution

If at any time there is no person or entity entitled to receive all or any part of the trust property, the Trustee shall distribute one-half (1/2) of such property to YALE UNIVERSITY LAW SCHOOL, New Haven, Connecticut, to be used to foster the recognition of the art of teaching, and the other one-half (1/2) of such property to CHILDREN'S HOSPITAL OF VANDERBILT UNIVERSITY, Nashville, Tennessee, to be used for the furtherance and support of scholarly research in the Department of Pediatrics.

ARTICLE IX.
Resignation, Removal and Appointment of Trustees

A. Resignation. Any Trustee shall have the right to resign as Trustee upon thirty (30) days' prior written notice to the remaining Trustee or Trustees, if any, and to all of the beneficiaries then eligible to receive distributions of net

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income from any trust created under this Will, such notice to be given to the natural or legal guardian or conservator of any beneficiary who is under a legal disability. An individual serving as a Trustee of any trust established herein shall cease to serve as such Trustee whenever such individual is disabled.

B. Removal of a Trustee. My wife may remove any Trustee. Upon her disability, my two children shall have the right to remove (and replace as provided below) any Trustee or Successor Trustee of the trust established herein. Following the death or disability of both of my children, a majority of the beneficiaries then eligible to receive distributions of net income from any trust under this Will may remove any Trustee of such trust, such right to be exercised by the natural or legal guardians or conservators of any beneficiaries who are minors or who are under other legal disabilities. Any such removal right shall be exercised by a writing delivered to the Trustee. The person exercising the removal right need not give any Trustee being removed any reason, cause or ground for such removal. Any Trustee who has been given notice of removal shall continue to serve as Trustee until a successor Trustee has been appointed and agreed to serve.

C. Replacement of Trustees if Vacancy. If there is a vacancy and such vacancy is not filled pursuant to the prior provisions of this Will, then the person or persons having the power to exercise the right to remove Trustees of such trust under the above provisions shall, by majority vote, appoint a successor Trustee to fill such vacancy. If such person or persons cannot agree on a successor Trustee, any beneficiary can petition a court of competent jurisdiction, ex parte, to designate a successor Trustee. A vacancy shall not be deemed to exist so long as at least one Trustee is serving; provided, however, that a vacancy shall be deemed to exist in the office of Disinterested Trustee if there is no Disinterested Trustee serving at a time when certain powers are reserved to a Disinterested Trustee and the affected beneficiaries request the appointment of a Disinterested Trustee. Any such successor Trustee shall be subject to the removal powers described above.

D. Powers and Liabilities of Successor Trustee. Any successor Trustee shall have all of the rights, powers and privileges, including the right to serve without bond, and be subject to all of the obligations and duties, both discretionary and ministerial, as given to the original Trustee. Any successor Trustee shall be subject to any restrictions imposed on the original Trustee. No successor Trustee shall be required to examine the accounts, records, and acts of any previous Trustee. No successor Trustee shall in any way be responsible for any act or omission to act on the part of any previous Trustee.

ARTICLE X.
Powers of Executor and Trustee

A. In General. In addition to all powers given under applicable law and those set forth below, my Executor and Trustee shall have all the powers

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enumerated in Section 35-50-110, Tennessee Code Annotated; and the introductory paragraph and all subparagraphs thereof, to the extent not inconsistent with the express provisions hereof, are hereby incorporated herein by reference, except that subparagraphs 1 through 4 thereof shall apply only to my Executor.

B. Administration of Real Property. I direct that all real property which I may own at the time of my death be administered as a part of my probate estate subject to the control of my Executor, as authorized by T.C.A. § 31-2-103(a). It is my intention that my Executor have possession and control of my real property during the period of administration, including the power to sell, lease, encumber and otherwise convey all or any portions of such real property or interests therein without the joinder of any beneficiary of my estate or the approval of any court. Any commissions or other expenses arising out of the sale of any such property by my Executor shall be deemed to be a proper expense of administering my estate.

C. Executor's Authority to Make Tax Elections. My Executor may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law, including but not limited to the following:

1. Deduction of Administration Expenses. The authority granted my Executor in this Article shall include the right to elect whether all or any parts of the administration expenses of my estate are to be used as estate tax deductions or income tax deductions. Upon my death, any administration expenses claimed as income tax deductions may be charged against the Family Share or the Marital Share, in my Executor's discretion. No compensating adjustments need be made between income and principal as a result of such elections unless my Executor, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

2. Deferral of Estate Taxes. The authority granted my Executor in this Article shall include the right to elect to defer payment of all or a part of my estate taxes, pursuant to any law permitting deferral, and to enter into any agreement necessary to defer payment of estate taxes even if doing so extends the statute of limitations and regardless of whether sufficient funds are available to pay the estate taxes when due.

3. Funding of Bequests. My Executor is authorized to satisfy the bequests hereunder, other than tangible personal property, in cash or in kind, and if wholly or partly in kind, to select and distribute the specific asset or assets so selected. In determining the amounts to be allocated to each such bequest, assets shall be valued at the same amounts as are used in determining the federal estate tax imposed on the transfer of my estate, and the assets allocated to such bequests and among such bequests must be fairly representative of the appreciation and depreciation (from the federal estate tax values) in the value of all property (including cash) available for

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allocation. Such bequests shall carry with them (as income and not as principal) their proportionate share of the income of my estate from the date of my death.

D. Protection of Marital Deduction. In no event shall my Executor have any power which would invalidate the marital deduction for federal or state estate or inheritance tax purposes.

E. Distribution and Receipts. Whenever income and/or principal may be distributed to or for the benefit of a beneficiary, such distributions, unless specifically stated otherwise, may be made directly to such beneficiary or to others for the use or benefit of such beneficiary, as the Executor or Trustee, as the case may be, deems proper. The receipt of the distributee shall be a sufficient acquittance for the Trustee or Executor, but such receipt shall not be required. Further, such distributions may be made without the intervention of any guardian or the approval of any court.

F. Accounting and Notification to Trust Beneficiaries. The Trustee shall not be required to render an accounting to any court, however, the Trustee shall report, at least annually, to my wife and after my wife's death to my then living children, all of the receipts, disbursements, and distributions occurring during the reporting period along with a complete statement of the trust property. If any beneficiary to whom an account is so rendered is under a legal disability, the Trustee shall render the account to the beneficiary's parent or other legal representative. Except as specifically set forth above, I direct the Trustee hereunder not to provide the notification otherwise required pursuant to T.C.A. § 35-50-119 ("Notification of Trust Beneficiaries").

G. Distribution Powers. Wherever it shall become necessary to divide assets between the trusts herein created, or within any of the said trusts, or to distribute any of the assets or to satisfy a pecuniary amount, such division or distribution shall be in any manner deemed proper by the Trustee and may be made in cash or in kind, or partly in cash and partly in kind. Also the judgment of the Executor or Trustee or the relative values of such assets shall be binding and conclusive on all interested parties.

H. Reliance Upon Probated Will or Absence Thereof. The Executor or Trustee shall be protected in relying upon a Will admitted to probate in any jurisdiction as the Will of any person, or in assuming there was no Will in the absence of actual knowledge thereof within three (3) months after such person's death, such action to be without prejudice to the rights of any appointee or taker in default of appointment to recover the distributed property from those to whom the Executor or Trustee has made distribution should a Will validly exercising the power to appoint be subsequently found or the Will be successfully contested.

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I. Early Termination of Trusts Based on Cost. If a Disinterested Trustee determines, in its discretion, that any trust created hereunder has become uneconomical to administer due to the high cost of administration relative to the value of the trust property, the Disinterested Trustee may terminate such trust or trusts and distribute the trust property, including any accrued but undistributed net income to the beneficiaries then entitled to receive distributions of income of the trust, per stirpes.

J. Power to Divide Trusts. The Trustee may divide any trust created hereunder upon such terms as the Trustee deems appropriate upon meeting the conditions of T.C.A. § 35-50-417, if the division:

a. is not inconsistent with my intent with regard to such trust;

b. would facilitate administration of such trust;

c. would be in the best interest of all beneficiaries and not materially impair their respective interests, in the sole discretion of the Trustee.

K. Executor's and Trustee's Compensation. The Executor and Trustee, other than my wife, shall be entitled to fair and reasonable compensation for the services it renders as a fiduciary. The Executor and Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with its fiduciary duties under this Will and shall reasonably compensate those persons employed by it, including agents, auditors, accountants, and attorneys. No Trustee serving as Trustee of a trust established herein shall be entitled to a termination fee in the event such Trustee is removed or otherwise ceases to serve as Trustee. My Executor and Trustee are specifically granted the right to employ my son, DAVID T. KARZON, JR., and/or my daughter, ELIZABETH URBAN KARZON, or any firm with which either may be affiliated, as attorneys for my estate, notwithstanding the fact that my son and/or daughter may be serving as Executor and/or Trustee, and to pay as compensation for such legal services, in addition to any compensation paid to my son and/or daughter for services as Executor and/or Trustee, the same amounts as would be payable if my son and/or daughter did not occupy such a fiduciary position.

ARTICLE XI.
Miscellaneous

A. Definitions.

1. Code. Unless the context indicates otherwise, references to the "Code" shall mean the Internal Revenue Code of 1986, as amended (and any references to a section thereof shall include any successor, substituted, or amended section of the Internal Revenue Code).

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2. Disability. Except as otherwise provided in this Will, any individual shall be deemed to be "disabled" for purposes of this Will, if at least two of his or her attending physicians certify in writing to the Trustee that his or her physical and/or mental state is so deteriorated that he or she is no longer able to attend to his or her own affairs without assistance. After a person is deemed to be disabled, he or she will continue to be so deemed until my Trustee receives a medical opinion letter written by at least one of his or her attending physicians stating that such person's physical and/or mental state is such that he or she is once again able and capable of attending to his or her own affairs without assistance.

3. Disinterested Trustee. "Disinterested Trustee" means a Trustee who is neither (1) a person who is or in the future may be eligible to receive income or principal pursuant to the terms of the trust, even if the person's only interest is a remote contingent remainder interest; nor (2) related or subordinate to a beneficiary or the grantor within the meaning of Code Section 672(c). A Trustee who is not a Disinterested Trustee is an "Interested Trustee".

4. Education. As used in this Will, "education" is to be construed liberally and is to include, but is not necessarily limited to, attendance at private pre-school institutions, private grade schools, private college preparatory institutions, undergraduate, as well as post-graduate institutions, and institutions for children or adults to learn special skills. Expenses incurred for "education" shall be deemed to include all costs charged by such schools or institutions, together with other expenses incident to obtaining such education. Further, whenever a child resides away from home in attendance at an educational institution, such expenses shall include reasonable charges for room and board, transportation expenses for a reasonable number of trips between home and the educational institution, and a reasonable monthly allowance for the child. Additionally, education shall include extracurricular activities or classes, including, but not limited to, art, music, theater, ballet, gymnastics and athletics.

5. "Per Stirpes" Distributions. Whenever a distribution is directed to be made to the descendants of a deceased person, *"per stirpes,"* the amount to be distributed shall be divided into a sufficient number of equal shares to create one share for each child of the deceased person who is then living, and one share for each deceased child of the deceased person who left descendants who are then living (with the share created for the deceased child to again be divided among his or her descendants in like manner).

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6. Qualified Revocable Trust. For purposes of this Agreement, a Qualified Revocable Trust shall be a qualified revocable trust as defined in Code Section 645.

B. Disclaimer and Renunciation by Beneficiary. The following provisions notify the beneficiaries under this Will of their right to disclaim any benefit, right or power created hereunder. For the purposes of this Paragraph only, the term beneficiary includes those individuals holding powers under this Will in a non-fiduciary capacity.

1. Qualified Disclaimers. If any beneficiary is entitled to a benefit (including a power) under this Will, such beneficiary or a representative of an incapacitated or minor beneficiary or such beneficiary's personal representative, if such beneficiary is deceased, may disclaim all or any part of that benefit. In addition to any other method of disclaimer or release recognized by law, the beneficiary or his or her representative may disclaim or release any interest under this Will by delivering to the Trustee a notarized instrument to that effect. Disclaimed or released benefits shall pass in the same manner as if such beneficiary had predeceased the vesting of such benefit. Provided, however, if my wife disclaims all or any part of the property passing to a marital bequest and/or marital share, then such disclaimed property shall be added to and distributed as a part of the Family Trust.

2. Renunciation. If any beneficiary of a trust created under this Will has any right or power with respect to the trust, exercisable in either a fiduciary or non-fiduciary capacity and either alone or in conjunction with any other person, including but not limited to the right to appoint and remove a Trustee, a power of appointment with respect to property of the trust or a right of reversion, said beneficiary may renounce all or any part of the right or power, even though the renunciation may fail to qualify as a valid disclaimer under applicable state law. Any beneficiary may designate the renunciation as irrevocable, may designate a specific time period in which the renunciation shall be effective, or may designate an event upon the occurrence of which the renunciation shall become null and void. Any renunciation shall become effective by delivering to the Trustee a notarized instrument to that effect. Upon receipt by the Trustee, the renunciation shall be valid and binding even though it may fail to qualify as a valid disclaimer or release under applicable state law. The right or power renounced shall be exercisable by the person(s), if any, who could have exercised the power had the renouncing beneficiary died. At such time as a renunciation is no longer in effect, the right or power previously renounced shall be exercisable by the person(s), if any, who could have exercised the power had the renunciation never been made. In addition, if, in the discretion of the Trustee, any individual may receive a distribution or other benefit from this trust, then such individual may exclude himself or herself from the

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class of permissible beneficiaries of such distribution or benefit in the same manner as provided above.

C. Gender; Number. Words of any gender, including pronouns, shall be deemed to include the other gender, as appropriate, and the references to the singular shall include the plural, and vice versa, unless the context indicates such a reading would be inappropriate.

D. Protective Clause. Except as otherwise provided herein, no power of appointment shall be subject to involuntary exercise and neither the principal of any trust created hereunder nor the income therefrom while in the hands of the Trustee shall be subject to execution or other legal process for any obligation of any beneficiary or subject to the claims of creditors of any beneficiary in any manner, nor shall any beneficiary have the power to sell or mortgage or encumber the same, or any part thereof, nor anticipate the same, by assignment or otherwise. Any such attempted sale, assignment, alienation, pledge or attachment of the principal or income held in any trust hereunder shall be null and void and shall not be recognized under any circumstances by the Trustee. In the event of any attempted sale, assignment, alienation, pledge, attachment, execution or claim resulting from an act of a beneficiary or beneficiaries, voluntarily, involuntarily, by operation of law, by bankruptcy or otherwise with respect to the principal or income of any trust created hereunder, the Trustee is authorized to withhold from such beneficiary or beneficiaries all or part of any distribution otherwise payable thereunder to such beneficiary or beneficiaries until such attempted anticipation, voluntary or involuntary transfer or lien is completely removed, during which time the Trustee may apply such distribution, or any part thereof, for the use and benefit of such beneficiary or beneficiaries in such amount or amounts and in such manner as the Trustee, in its sole discretion, may determine is necessary for such beneficiary's health, education, maintenance and support, taking into consideration all financial resources of which the Trustee has actual knowledge.

E. Fiduciary Liability. T.C.A. Subsection 35-3-117(b) shall not apply to any corporate fiduciary serving as trustee hereunder.

F. State Law. The validity of this Will and the trusts created hereunder shall be determined by reference to the laws of the State of Tennessee. Questions with regard to the construction and administration of the various trusts contained hereunder shall be determined by reference to the laws of the state in which the trust situs is then currently located.

Copy

G. Survivorship Presumptions. In the event my wife and I shall die simultaneously, or under circumstances which make it difficult to determine which of us died first, I direct that my wife shall be deemed to have predeceased me. Any other beneficiary shall be deemed to have survived another individual only if such beneficiary survives the individual by at least 30 days. A beneficiary shall be deemed to be "then living" at the death of another individual only if such beneficiary survives the individual by at least 30 days.

IN WITNESS WHEREOF, I have hereunto set my hand to this my Last Will and Testament, on Dec 23, 02.

David T. Karzon
DAVID T. KARZON

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

WITNESSES:

Martin E. Oberman
MARTIN E. OBERMAN ADDRESS: 15332 Fraefield Dr.
Chesterfield, MO 63017

Daniel J. Henrichs
DANIEL J. HENRICHS ADDRESS: 179 Lake Lorraine Dr
Swansea, IL 62226

Copy

AFFIDAVIT

STATE OF Missouri)
COUNTY OF St Louis)

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

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

Martin E. Oberman
WITNESS
MARTIN E. OBERMAN

MARTIN E. OBERMAN
(Printed name)

Daniel J. Henrichs
WITNESS
DANIEL J. HENRICHS

DANIEL J. HENRICHS
(Printed name)

SWORN TO AND SUBSCRIBED before me, December 23, 2002.

Vicky L Langenhorst
NOTARY PUBLIC

My Commission Expires: 2/27/2006

" NOTARY SEAL "
Vicky L. Langenhorst, Notary Public
St. Louis County, State of Missouri
My Commission Expires 2/27/2006

THIS INSTRUMENT PREPARED BY:
WALLER LANSDEN DORTCH & DAVIS
A Professional Limited Liability Company
511 Union Street, Suite 2700
Nashville, Tennessee 37219-1760
November 27, 2002

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 SEPTEMBER , 2010 , in Case Number 10P1460 between KARZON, ALLAIRE URBAN Petitioner, and KARZON, DAVID 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 07 day of JANUARY 2011

RICHARD R. ROOKER, Clerk,

SEAL

By _____
Deputy Clerk