WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $390,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st day of August, 2012

Notary Public

MY COMMISSION EXPIRES: 5-17-15

(AFFIX SEAL)

RETURN TO
Stewart Title Company
121 First Avenue South, Suite 200
Franklin, TN 37064
File # 01288-10114

THIS INSTRUMENT WAS PREPARED BY
Sidwell, Barrett & Burch, P.C.
Stewart Title Company Tennessee Division, 5107 Maryland Way, Brentwood, TN 37027

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
GMS 2010 Properties, LLC	NEW OWNER	13007012500
(NAME)	(NAME)	
2043 Hunterwood Drive		
(ADDRESS)	(ADDRESS)	
Brentwood, TN 37027		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

BILL GARRETT, Davidson County
Trans:T20120066611 DEEDWARR
Recvd: 09/05/12 15:05 19 pgs
Fees:98.00 Taxes:1443.00
20120905-0080331

For and in consideration of the sum of ten dollars, cash in hand paid by the hereinafter named GRANTEE(S), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, **Dawn S. Formosa and Charles Benjamin Formosa and Nancy Elizabeth Formosa Malone**, hereinafter called the GRANTOR (S), have bargained and sold, and by these presents do transfer and convey unto **GMS 2010 Properties, LLC**, hereinafter called the GRANTEE(S), their heirs and/or assigns, a certain tract or parcel of land in **Davidson** County, State of Tennessee, described as follows, to-wit:

Land in the 7th, formerly the 11th, Civil District of Davidson County, Tennessee, and being Lot No. 14 and the easterly one-half of Lot 15 on the Final Plat of Sharber's Harding Place Subdivision, not of record, described according to a survey made by W.B. Southgate, Surveyor, as follows:
Beginning on the northerly margin of Harding Place in the middle of Lot 15, said beginning point is the southeast corner of the property conveyed to Howard Miltenberger and wife, by deed from Kate T. Sharber of record in Book 1316, Page 696, Register's Office for Davidson County; thence with Miltenberger's east line and the middle of line of Lot 15 northwardly 350 feet to the southerly line of Lot 22; thence with the southerly line of Lots 22 and 23 eastwardly 150 feet to the common corner of Lots No. 13,14,23 and 24; thence with the line between Los No. 13 and 14, southwardly 350 feet to the northerly margin of Harding Place; thence with the northerly margin of said Harding Place westwardly 150 feet to the point of beginning.

Being the same property conveyed to Mary Frances Formosa, a one half interest by Deed from James Jerome Formosa, dated 09/22/1952 and filed for record on 09/23/1952 in Book 2095, Page 247, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Mary Frances Formosa by Deed from James Jerome Formosa, dated 02/04/1997 and filed for record on 02/10/1997 in Book 10344, Page 969, Register's Office for Davidson County, Tennessee.

The said Mary Frances Formosa died testate on 02/26/2009 devising subject property to James Jerome Formosa Jr., Charles Benjamin Formosa and Nancy Elizabeth Formosa Malone, Trustees of the Family Trust as evidenced by the Last Will and Testament of Mary Frances Formosa filed in Will Book Document No 09P358, in the Probate Court Clerk's Office for Davidson County.

Being the same property conveyed to James Jerome Formosa Jr., Charles Benjamin Formosa and Nancy Elizabeth Formosa Malone by Deed from James Jerome Formosa Jr., Charles Benjamin Formosa and Nancy Elizabeth Formosa Malone, Co-Executors of the Estate of Mary Frances Formosa, deceased, dated 02/25/2010 and filed for record on 03/08/2010 in Instrument 201003080017467, Register's Office for Davidson County, Tennessee.

The said James Jerome Formosa Jr. died on April 21, 2010 vesting his portion of the property in his wife, Dawn S. Formosa pursuant to his Last Will and Testament dated July 10, 2009. See copy of Will attached hereto as Exhibit A.

This conveyance is made subject to the following:

All matters set out in document including but not limited to an easement of record in Book 1340, Page 530, said Register's Office.
Agreement for Dedication of Easement for Sanitary Sewers And/or Storm Drainage of record in Book 4306, Page 178, said Register's Office.
Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or the above described legal description. The Company does not represent or insure the area, square footage, or acreage of the land.
Right-of-Way for Harding Place, as much as therein may lie.
County of Davidson taxes for the year 2012 and subsequent years, a lien not yet ascertainable, due or payable.

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

unimproved ☐

This is improved ☑ property, known as 3822 Harding Place, Nashville, TN 37215-4031
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), their heirs and/or assigns forever; and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), their heirs and/or assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 31st day of August, 2012.

Dawn S. Formosa

Charles Benjamin Formosa

Nancy Elizabeth Formosa Malone

State of Tennessee
County of Williamson

Personally appeared before me Dawn S. Formosa, Charles Benjamin Formosa, and Nancy Elizabeth Formosa Malone, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for purposes therein contained.

WITNESS my hand and seal this 31st day of August, 2012.

Notary Public
My Commission Expires: 9/25/13

RETURN TO:
Stewart Title Company Tennessee Division
5107 Maryland Way
Brentwood, TN 37027

DONALD R. BARRETT, JR. NOTARY PUBLIC STATE OF TENNESSEE WILLIAMSON COUNTY

Exhibit A

RETURN TO
Stewart Title Company
121 First Avenue South, Suite 200
Franklin, TN 37064
File # 01288-10114

LAST WILL AND TESTAMENT

OF

JAMES J. FORMOSA, JR.

I, JAMES J. FORMOSA, JR., a resident of 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 my prior Wills and Codicils.

ITEM I: Family; Certain Definitions. DAWN S. FORMOSA is my wife and I refer to her as my spouse in this my Will. As used in this Will, the terms "Trustee" and "Executor" shall include all those holding such offices hereunder from time to time without regard to whether they were initially appointed or a successor. Unless the context requires otherwise, any reference to a Trustee or Executor in this Will in the singular shall extend to and include the plural and any gender. Certain other terms are defined hereinafter, including those terms defined in the Item entitled "Definitions."

ITEM II: Taxes, Debts and Administration Expenses.

A. Administration Expenses. My Executor shall pay the expenses of my last illness, funeral and burial, the expenses of the administration of my probate and non-probate estate in any jurisdiction (including, during the administration of my estate, all costs of storing and insuring the tangible personal property disposed of under my Will, and all costs of transporting such property to the beneficiaries) (collectively referred to herein as "my estate administration expenses").

B. Debts. My Executor shall pay all my lawful and due debts (including all properly allowable claims made against my estate), except that debts secured by mortgages or other security instruments may be paid off or retained, in the discretion of my Executor.

C. General Rule for Payment of My Death Taxes. As used herein, "my death taxes" shall mean all estate, inheritance, and other transfer taxes (excluding generation-skipping taxes) payable by reason of my death under the law of any jurisdiction (including any jurisdiction outside of the U.S.) together with all interest and penalties thereon. Subject to the subsequent provisions of this Item, my Executor shall pay my death taxes from my estate as an expense of administration, without apportionment; provided, however, that in no event shall any property that is not included in my gross estate bear any of my death taxes. To the extent possible, the following property that is or becomes a part of my estate by reason of my death shall not bear any of my death taxes: (i) benefits payable to my estate under any Qualified Retirement Plans and IRD Property that does not qualify or is not elected to qualify for the federal estate tax marital or charitable deductions, (ii) specific bequests of marketable securities to be made upon my death hereunder, (iii) specific bequests of property other than marketable securities to be made upon my death hereunder, and (iv) property that qualifies or is elected to qualify for the federal estate tax marital or charitable deductions (including Qualified Retirement Plans and IRD Property) or for any state tax marital deduction; provided, however, that if such property must bear any of my death taxes, such property shall bear such tax in the order listed above.

D. Tax Apportionment. My Executor shall charge to and collect the amount of my death taxes that may be recovered under applicable law from each person or entity holding or receiving any property included in my gross estate (1) that is not held as a part of or payable to my estate or any trust created hereunder following my death, (2) against which the trustee and/or my Executor has a right of recovery or reimbursement in respect of my death taxes, (3) that does not qualify for or is not elected to qualify for the federal estate tax marital or charitable deductions and (4) that is not a Qualified Retirement Plan.

ITEM III: Specific Bequests and Devises.

A. Personal and Household Effects. I give and bequeath all my personal and household effects of every kind, including but not limited to artwork, furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of such property, to my spouse, if my spouse survives me. If my spouse does not survive me, I give and bequeath all of such property to my children who survive me, in approximately equal shares; provided, however, that the issue of any deceased child of mine

surviving me shall take per stirpes the share their parent would have taken had he or she survived me. If my issue do not agree to the division of such property among themselves, my Executor shall make such division among them, the decision of my Executor to be in all respects binding upon my issue. I request that my spouse, my Executor and my issue abide by any memorandum by me directing the disposition of such property or any part thereof. This request is precatory and not mandatory. If any beneficiary hereunder is a minor, my Executor may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility, and the receipt of the person to whom it is distributed shall be a complete discharge of my Executor. If I more specifically bequeath any item or items of tangible personal property elsewhere in this Item, that more specific bequest shall take precedence over this paragraph.

B. Specific Monetary Bequests.

1. If my spouse survives me, then I give and bequeath the sum of five thousand dollars ($5,000.00) cash to my son, JAMES J. FORMOSA, III, if living.

2. If my spouse survives me, then I give and bequeath the sum of five thousand dollars ($5,000.00) cash to my daughter, RACHEL GREER FORMOSA, if living.

ITEM IV: Disposition of Rest of Estate.

Distribution. Upon my death, all the rest and residue of my estate, whatever and wherever,

including all lapsed legacies but excluding all property or interests in property over which I hold a power of appointment ("residuary estate"), I give, devise and bequeath to my spouse, if living, or failing that, to my then living issue, per stirpes.

ITEM V: Contingent Trusts For Persons Under Age Twenty-One.

If any beneficiary in whom any part of my estate or the principal of any trust created under this my Will vests has not attained the age of twenty-one (21) years at the time of such vestiture and no other provision is made in my Will to hold such assets in trust, then such part so vesting in such beneficiary shall be held in a separate trust for such beneficiary by Trustee hereinafter named until such beneficiary attains the age of twenty-one (21) years. Until the trust is terminated, Trustee shall pay the reasonable and necessary expenses of administering the trust, collect the income therefrom, and shall apply such of the net income and principal from each separate trust estate as Trustee sees fit for the use and benefit of, and for the health, education, maintenance or support of the beneficiary thereof (without regard to the duty or ability of any person to support such beneficiary). Any unexpended income shall be accumulated by Trustee and added to principal. The principal and accumulated income, if any, of each separate trust fund shall be distributed by Trustee outright and free of trust to the beneficiary thereof upon such beneficiary reaching the age of twenty-one (21) years. If such beneficiary should die before reaching such age, then upon such beneficiary's death the accumulated income, if any, and principal of such trust fund shall be distributed to such beneficiary's estate.

ITEM VI: Executor and Trustee.

A. Appointment of Executor. I hereby nominate and appoint my spouse, DAWN S. FORMOSA, as Executor of my Will. In the event that my spouse, DAWN S. FORMOSA, shall for

any reason be or become unable or unwilling to qualify or serve, then I nominate and appoint my brother, CHARLES FORMOSA, as successor Executor.

B. Appointment of Trustee. I hereby nominate and appoint my brother, CHARLES FORMOSA, as Trustee of any trust created under this my Will.

C. Resignation of Trustee. In addition to any other provisions in this Will or the Tennessee Uniform Trust Code for resignation of a Trustee or co-Trustee, any Trustee may resign at any time as Trustee or co-Trustee of any trust created hereunder without cause upon delivery of not less than three (3) months' prior written notice to each co-Trustee, if any, and the income beneficiaries of any such trust. Notice to any other person shall not be required, notwithstanding Section 705 of the Tennessee Uniform Trust Code; but my Trustee may also resign in any manner permitted by said Section 705. No judicial approval shall be required. Any person or entity then designated as a successor Trustee (but not yet serving as Trustee) may resign as designated successor Trustee for any trust by thirty (30) days' prior written notice to each then serving Trustee and the income beneficiaries of any such trust. Notwithstanding any provision of Section 707 of the Tennessee Uniform Trust Code, once resignation has become effective, in the absence of a non-resigning co-Trustee, the resigning Trustee may, but shall not be obligated to, make further distributions from the trust pending assumption of office by a successor Trustee.

D. Incapacity of Fiduciary. If any person acting in any fiduciary capacity hereunder is or becomes incapacitated, then such person shall be deemed unable to serve and the designated or appointed successor or substitute, if any, shall be entitled to assume such fiduciary position, as if the incapacitated fiduciary had resigned. Except as may be expressly provided in this Will, a person shall be considered "incapacitated" if (1) such person is under a legal disability (under the laws of such person's domicile), (2) such person has been certified in writing to be unable to manage his financial affairs by the principal physician attending to such person's care, and the Trustee may rely upon written notice of that determination, or (3) such person's whereabouts are unknown and a current beneficiary or remainderman of the trust has not been able to locate him for at least ninety (90) days.

E. Successor Trustee's Responsibilities and Rights. Every successor Trustee shall have all the powers, duties, limitations and immunities given an originally named Trustee. No successor Trustee shall be personally liable or responsible in any way for any act or omission of any predecessor or any loss or expense occasioned thereby. A successor Trustee may accept the account rendered and the property received as a full and complete discharge to a predecessor Trustee without incurring any liability for so doing.

F. Waiver of Bond and Court Accounting. No bond or other security shall be required for the faithful performance of the duties of my Executor or the Trustee of any trust established under

this Will. I also specifically provide that my Executor and the Trustee of any trust established under this Will shall not be required to file any inventory or any accounting, interim or final, with any judge or any court. My Trustee shall not be required to provide any notice, copy or summary of the trust, report, accounting, inventory or other information with respect to any trust to anyone who is not a current income beneficiary of that trust, except to the extent, if any, expressly required by any provision of this Will or by mandatory, non-waivable provision of law.

G. Reports to Beneficiaries. The Trustee of any trust shall prepare, at least annually, a written report of the administration of such trust reporting on the current assets and transactions that occurred during the period covered by such report. Trustee shall mail or deliver a copy of such report to each individual who, during such period, was an income beneficiary of such trust. Trustee is not required to give any report, accounting, inventory, notice of existence of, or copy or summary abstract of or other information regarding the trust to any person who is not a current income beneficiary of that trust, except as expressly required by any provision of this Will or by any mandatory, non waivable provision of law. Within a reasonable time after any individual becomes a current income beneficiary of any trust hereunder, Trustee shall notify such individual with either, at Trustee's election, a copy or a summary abstract of that trust. To the maximum extent permitted by law, all other requirements as to providing notices, copies, summaries, accountings or other information to any person or entity are hereby waived.

ITEM VII: General Administrative Provisions.

A. Spendthrift Provision. Except for powers of appointment created in this Will and any exercise of a power of disclaimer, none of the beneficiaries of any separate trust created by this Will shall have the power to anticipate, sell, transfer, assign, pledge, hypothecate or otherwise dispose of his or her interest hereunder, nor shall the same be subject to execution or other legal process for any debt or liability that such beneficiary may have incurred or contracted, or any hereinafter incurred or contracted, the provisions for said beneficiaries having been made for their personal use and benefit as hereinabove set forth. The interest of each such beneficiary is held subject to a "spendthrift trust," within the meaning of Section 502 of the Tennessee Uniform Trust Code.

B. Perpetuities. If the administration of any trust is governed by the law of a jurisdiction in which the rule against perpetuities is not in effect, the rule against perpetuities does not apply to such trust, and the Trustee of such trust has the power to sell, lease or mortgage property for any period of time beyond the period of the rule against perpetuities if permissible under applicable law. Each other trust shall terminate not later than 21 years after the death of the last survivor of all of my issue who were living on the date of my death. If any such other trust has not already then terminated, the Trustee of such trust shall distribute all remaining trust property of such trust to the income beneficiary of such trust, or if there is more than one income beneficiary of such trust, to the income beneficiaries of such trust in equal shares. This paragraph supersedes all other provisions in this Will to the extent of any inconsistency.

C. Facility of Payment. The Trustee of any trust created under this Will is authorized to make payments directly to the beneficiary, to his or her guardian, to a person with whom the beneficiary may reside, to an actual custodian of the beneficiary, or to any institution, corporation or individual providing health, support, education or maintenance to the beneficiary, and a receipt by any such institution, corporation or individual will be complete acquittance to the extent of such payment. In addition, and without limiting the generality of the foregoing, Trustee may make such payment in any manner described in subsection (b)(21) of Section 815 of the Tennessee Uniform Trust Code.

ITEM VIII: Powers of Executor and Trustee.

A. Statutory Powers. Pursuant to the provisions of Section 35-50-109 of the Tennessee Code Annotated, I hereby incorporate by reference herein the language presently contained in Section 35-50-110 of the Tennessee Code Annotated. My Executor, Trustee and their successors, shall have and may exercise all of the powers, where applicable, enumerated therein. In case of my Trustee, this reference is intended to confer all powers set forth in Section 815 of the Tennessee Uniform Trust Code, except as expressly limited by any provision of this Will.

B. Tax Elections. In addition to the powers previously granted to my Executor and Trustee hereunder, my Executor shall be authorized to make elections permitted by any tax law as to the filing of joint returns and the consenting to have gifts made by another treated as being made in part by me, and may agree to such apportionment of income taxes and allocation of tax refunds and credits as my Executor shall deem appropriate. My Executor is further authorized to make any and all other elections permitted by any tax law applicable to the estate and shall not make any adjustments among the beneficiaries as to the income or principal of the estate as a result of the exercise of such election.

C. Deduction for Certain Administration Expenses. To the extent the Code (and other applicable laws) may permit my Executor to elect to claim certain administration and other expenses as deductions either in the income tax returns of my estate or in the estate tax return, my Executor shall have sole authority and discretion to make such election as my Executor deems advisable irrespective of whether such expenses may be payable from income or principal, and without making adjustments between income or principal or between the property interests passing to different persons under my Will, even if substantially affected as a result of such election. Provided, however, this power may not be exercised in a way which would adversely affect any marital deduction otherwise available for federal or state estate or inheritance tax purposes. My Executor and my estate shall have no liability to any person by reason of any such election.

D. Other Administrative Provisions.

Third Parties. No person dealing with my Trustee shall be obliged to inquire as to whether a person purporting presently to be a Trustee is in fact then occupying such position, whether a Trustee has the power to act, to ascertain whether a Trustee is properly exercising any power, or to see to the application of money or property delivered to Trustee, and the certificate of my Trustee that Trustee is acting in compliance with this Will shall fully protect all persons dealing with my Trustee.

Release of Fiduciary Powers. A fiduciary of my estate or any trust may release or renounce, revocably or irrevocably, any or all powers granted hereunder at any time by a duly acknowledged instrument filed with the trust records, and, if so specified, that release or renunciation shall bind all successors acting in that fiduciary capacity. Any fiduciary releasing or renouncing a power may make such release or renunciation binding on any successor fiduciary by a specific provision in such written instrument.

Trustee Liability. Notwithstanding any other provisions of this Will, no individual (non-corporate Trustee) serving as a Trustee or co-Trustee of any trust created under this Will shall have any liability for any act, omission or breach of trust unless committed by that fiduciary in bad faith, or intentionally or with reckless indifference to the purposes of the trusts or the interests of the beneficiaries. Any individual Trustee shall be indemnified and held harmless to the fullest extent possible with respect to such individual's own acts or omissions, including negligence, undertaken in good faith and without such reckless indifference.

Merger of Corporate Fiduciary. If any corporate fiduciary is merged into or consolidated with or sells or transfers all or substantially all of its assets and business to another corporate fiduciary, or is in any manner reorganized or reincorporated, the surviving corporate fiduciary shall thereupon become the corporate fiduciary without any further act on the part of such corporate fiduciary.

Small Trust Termination. If at any time Trustee (other than a Trustee who is a beneficiary of such trust) determines that a trust is no longer economical to administer, Trustee, without further responsibility, may distribute the remaining trust property to the person for whose current benefit the trust then subsists or, if the trust has more than one current beneficiary, the Trustee shall distribute the trust property equally among the current beneficiaries of the trust.

Merger of Trusts. Trustee (other than a Trustee who is a beneficiary of such trust) of a trust hereunder may, in Trustee's discretion, merge the trust with any other trust that is held upon substantially the same terms and conditions as the trust hereunder. The merged trust may be administered and disposed of by Trustee under the provisions of the trust hereunder or under the provisions of the instrument governing such other trust, and the trust hereunder shall cease to exist if it merges into another trust. In accordance with the foregoing, in the event another trust is merged

into a trust hereunder, Trustee may shorten the period during which the trust hereunder subsists to comply with the provision herein titled "Perpetuities," if necessary, to effectuate such merger.

Trustee Fees and Expenses. My Trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the trust and shall be entitled to reasonable compensation for services which may, in such Trustee's discretion, be waived or deferred.

Ancillary Executors. If I have any real estate or other assets, located outside the jurisdiction in which my estate is being administered, which require the appointment of an ancillary executor, then my Executor may appoint a person or corporation to serve as ancillary executor with regard to such property. Such ancillary executor may exercise all powers as are granted to my Executor under this Will; provided that any Executor may remove the ancillary executor and appoint a successor upon ten (10) days written notice. If property subject to such ancillary administration is sold, exchanged or otherwise disposed of, proceeds from the sale, exchange or other disposition shall be remitted to my Executor. The ancillary executor shall file periodic accountings with my Executor in such form and at such times as my Executor may require. No ancillary executor shall be required to give any bond or surety for the faithful performance of her, his or its duties as ancillary executor.

Special Trustees. If for any reason any Trustee or co-Trustee is unwilling or unable to act as to any property, the remaining Trustee, if any and willing and able to act, otherwise such person or qualified institution as Trustee shall from time to time designate in writing, shall act as special Trustee as to that property. Any person or institution acting as special Trustee may resign at any time by written notice to Trustee. Each special Trustee shall have the powers granted to my Trustee by this Will, to be exercised only with the approval of my Trustee, to which the net income and the proceeds from sale of any part or all of the property shall be remitted to be administered under this Will.

Transfer of Situs. Trustee may transfer the situs of the administration of any trust hereunder and/or the location of any trust property to another jurisdiction within or without the United States as often as Trustee deems it advantageous; and Trustee may take whatever action is necessary or desirable (including, without limitation, the commencement of an appropriate judicial proceeding) in order to effectuate such a transfer of trust situs administration or of the location of trust property; and if necessary for the transfer of the situs of the administration of a trust, Trustee may designate a person or corporate trustee to assume office as a co-Trustee of that trust, and thereafter may act as adviser to such substitute Trustee and may receive reasonable compensation for so acting. Trustee may also remove any such designated person or corporate trustee and, if necessary, appoint any other person or corporation as successor co-Trustee of that trust.

Distributions to Minors and Disabled Individuals. This paragraph applies to any individual to or for whom income or principal of any trust may or is to be distributed or applied when such individual is under age 21, is legally disabled or is, in the judgment of the Trustee of such trust, incapacitated. Such Trustee may distribute all or part of any such income or principal or may sell all

or part of any such income or principal and distribute the proceeds of such sale as follows:

- To such individual directly;
- To an adult relative of, or other individual who is caring for, such individual, to be applied for such individual's health, education, maintenance and support;
- To such individual's attorney-in-fact under a durable power of attorney;
- To the guardian of such individual;
- To a custodian for such individual under a uniform transfers to minors law.

The receipt of any of such persons shall discharge the distributing Trustee from any liability concerning such distribution. Despite the preceding provisions of this paragraph, no Trustee shall make any distribution under this paragraph which could enable such Trustee, in another capacity, to use the distributed income, principal or proceeds in a manner that would reduce or discharge a legal obligation, including a support obligation, of such Trustee.

Factors to Consider When Making Discretionary Distribution Decisions. This paragraph provides supplemental guidance to the Trustee of any trust in determining whether, or to what extent, to make discretionary distributions or applications to or for any beneficiary of such trust but does not expand the purposes for which any such distribution or application may be made under other provisions in this instrument. Such Trustee may, but need not, consider, among other factors, such beneficiary's accustomed standard of living, other resources known by such Trustee to be available to such beneficiary (unless otherwise directed in this instrument), such beneficiary's obligations to support other individuals, the obligations of other individuals to support such beneficiary and the income, gift, estate, generation-skipping transfer and other tax consequences. Discretionary distributions and applications shall supplement, rather than supplant, any federal, state or municipal aid including Supplementary Security Income, state supplementary payments and Medicaid. In determining whether, or to what extent, to make discretionary distributions or applications to or for any issue of mine, the Trustee, after considering such issue's age, abilities and circumstances, shall strive not to create a disincentive for such issue to be a productive, responsible and mature citizen.

Action by or Notice to Minor or Incapacitated Beneficiaries. If any beneficiary is under age 21, is legally disabled or is, in the judgment of the Trustee, incapacitated, any action which may be taken by the beneficiary, or any notice or statement to be given to the beneficiary, may be taken by or given to a surviving parent or an adult relative of, or other individual who is caring for, such beneficiary, or the guardian of such beneficiary.

Exculpation of Fiduciaries. All provisions herein for exculpation, exoneration, immunity or limitation of liability of or remedies against any fiduciary are to be enforceable to the maximum extent permitted by law, whether or not so stated in that provision.

E. Powers and Discretions of Trustee. The Trustee shall have, in addition to any other powers and discretions conferred on the Trustee by law or other provisions in this Will, the following powers and discretions:

Retain Property. To retain any property received or acquired (including any interest in any closely held business and including stock of any corporate fiduciary acting under this instrument or stock of an affiliated company) without liability for non-productivity, decline in value or lack of diversification, and, if the Trustee disposes of any such property, without liability for any loss resulting from increase in value of such property after such disposition.

Invest and Reinvest. To invest and reinvest in stocks (including any interest in any closely held business and including stock of any corporate fiduciary acting under this instrument or stock of an affiliated company and including stock of any foreign corporation), stock options and warrants, membership interests in limited liability companies, business trust interests, bonds, debentures, notes, real estate deeds of trust and mortgages, common trust fund and mutual fund shares (including mutual fund shares offered by an affiliated company of any corporate fiduciary acting under this instrument or by an entity for which any such corporate fiduciary acts as an investment advisor, a custodian or in any other compensated capacity), derivatives, commodities, general or limited partnership interests, farming, foresting, mining and drilling operations and other business ventures, precious and semi-precious stones and metals, coins, stamps, paintings and art objects, antiques, automobiles and other collectibles, or any other property, regardless of its location, and without liability for non-productivity, decline in value or lack of diversification.

Organize, Operate and Dissolve Businesses. To engage in the organization, operation and dissolution of businesses as corporations, sole proprietorships, general or limited partnerships, limited liability companies, business trusts, joint ventures or in other forms without liability for non-productivity, decline in value or lack of diversification (and, specifically, to elect to a board of directors any individual Trustee or officer or employee of any corporate fiduciary or an affiliated company, to pay premiums on liability insurance maintained for any such individual acting as a director and to receive additional compensation in respect of such service.

Maintain Insurance; Pay Storage and Shipping Expenses. To maintain title, fire, liability, casualty or other insurance on or involving any property; to pay packing, storage and shipping expenses for, and related insurance premiums on, any property.

Borrow Money. To borrow money from any lender (including any individual Trustee or any corporate fiduciary or an affiliated company) for any purpose; to extend or renew any existing indebtedness, even though the obligation incurred may extend beyond the term of the trust.

Divide or Distribute in Cash or in Kind. To make divisions and distributions of property in cash, in kind at then current fair market values or partly in each, without regard to the income tax basis of particular assets and without any requirement of ratable or homogeneous division or distribution; to elect, or refrain from electing, to recognize gain or loss on the distribution of property in kind.

Delegate Powers. To delegate in writing to any concurrently acting individual or corporate Trustee any power or discretion conferred by law or this instrument, in whole or in part, temporarily or permanently, and on any terms.

Make Loans. To make secured or unsecured loans from the property composing any trust, with or without interest, to any person, including any beneficiary of such trust.

ITEM IX: State Law to Govern. Any and all trusts created under this my Will shall be construed, regulated, and governed by and in accordance with the laws of the State of Tennessee.

ITEM X: Restrictions on Powers of Fiduciaries.

A. Restrictions on Trustees. Notwithstanding any other provision of this Will to the contrary, no non-corporate Trustee shall participate in the exercise of any discretionary power relating to: (1) the decision whether to pay trust property or to grant a power to himself as a beneficiary except to the extent such decision is (a) governed by and made pursuant to an ascertainable standard within the meaning of Sections 2041 and 2514 of the Code or (b) only permitted to be made with the consent of a person who has a substantial interest in the trust property adverse to the exercise of the power in favor of such trustee or his estate within the meaning of Section 2041(b) of the Code; (2) a distribution of trust property that would discharge or satisfy any of his legal obligations, including a support obligation; (3) a distribution of trust property that would constitute a taxable gift by him personally if he were to so participate; (4) a distribution of, or grant of a power with respect to, trust property, if, as to such property, he, in his individual capacity, previously made a qualified or non-qualified disclaimer, except to the extent the distribution or grant is governed by and made pursuant to an ascertainable standard within the meaning of Sections 2041 and 2514 of the Code; or (5) the determination to grant or withhold consent to the exercise of a general power of appointment if he has a substantial interest in the trust property adverse to the exercise of the power in favor of the holder of the power or his estate within the meaning of Section 2041(b) of the Code. In all such cases in which an ascertainable standard is required by the foregoing, any provision elsewhere in this Will conferring broader discretion shall be read to limit the non-corporate Trustee's distributions or applications of trust property for himself or herself to purposes of his or her health, education, maintenance or support only.

B. Restrictions on Certain Successor Trustees. This paragraph applies only to a "related or subordinate Trustee" (as hereinafter defined) who has been designated as successor Trustee by an individual who (or in whose designation there participated an individual who): (i) under a specific provision in this instrument, removed, or participated in the removal of, the predecessor Trustee whose removal resulted in the vacancy occupied by such successor Trustee; and (ii) has a beneficial interest in income or principal of any trust, has ever made a transfer to any trust or is then under a legal obligation, including a support obligation, to a beneficiary of any trust. Such individual is

hereinafter called the "designor". For this purpose, "related or subordinate Trustee" means any spouse, parent, issue, sibling or employee of such designor; a subordinate employee of a corporation in which such designor is an executive; an employee of a corporation in which the stock holdings of such designor and any trust are significant from the viewpoint of voting control; or a corporation which is not completely independent from such designor and in which the stock holdings of such designor and any trust are significant from the viewpoint of voting control. No successor Trustee to which this paragraph applies:

1. May make, or participate in determining whether, or to what extent, to make, any discretionary distribution or application of income or principal of any trust to or for such designor or any other beneficiary other than for such designor's or such beneficiary's health, education, maintenance or support. Any broader discretionary power conferred elsewhere in this Will shall, in the case of any successor Trustee described in this paragraph, be read to expressly limit exercise of the power to the purposes described in this subparagraph 1.

2. Shall have or exercise, or participate in the exercise of, any power conferred by this instrument to accelerate or postpone the exercise by any beneficiary of one or more rights of withdrawal or one or more distributions to any beneficiary.

3. Shall have or exercise, or participate in the exercise of, any power conferred by this instrument to provide that the administration of any trust shall be governed by the law of another jurisdiction, to amend any provision in this instrument or to terminate any trust prematurely.

This paragraph supersedes all other provisions in this Will to the extent of any inconsistency. No provision in this paragraph shall be interpreted as conferring any power or discretion or as condoning the exercise of any power or discretion in any particular manner.

C. Restrictions on All Fiduciaries. Notwithstanding any other provision of this Will to the contrary, no person or entity acting in any fiduciary capacity hereunder shall participate in the exercise of a power conferred hereunder: (1) to vote shares of stock in a company controlled by the fiduciary (in an individual capacity) (within the meaning of Section 2036(b)(2) of the Code) that were transferred to the trust by the fiduciary, except if such transfer was a bona fide sale for adequate and full consideration in money or money's worth; (2) that would constitute an "incident of ownership" (within the meaning of Section 2042 of the Code) with respect to insurance on the fiduciary's life; or (3) that would render any portion of the trust property includible in his gross estate, and any such purported exercise shall be void and of no effect.

ITEM XI: Definitions. As used in this Will:

The term "beneficiary" shall mean the beneficiary or beneficiaries to whom the Trustee is currently authorized to pay income or principal.

The term "Code" shall mean the United States Internal Revenue Code of 1986, as amended, the regulations thereunder, or the corresponding provision of any subsequent federal tax law

The term "education" shall mean preschool, nursery school, elementary or grade school, middle school or junior high school, high school, preparatory school, trade school, vocational school, college, university, graduate education, post graduate education and professional education. The Trustee, when exercising discretion conferred by this instrument to make distributions or applications of income or principal to or for any beneficiary for such beneficiary's "education," may expend funds for tuition, fees, room and board expenses and the cost of books.

Except as may be expressly provided in this Will, a person shall be considered "incapacitated" if (1) such person is under a legal disability (under the laws of such person's domicile), (2) such person has been certified in writing to be unable to manage his financial affairs by the principal physician attending to such person's care, and the Trustee may rely upon written notice of that determination, or (3) such person's whereabouts are unknown and a current beneficiary or remainderman of the trust has not been able to locate him for at least ninety (90) days.

The term "IRD Property" shall mean items of income in respect of a decedent under Section 691 of the Code.

The term "Qualified Retirement Plan" shall mean any qualified employer plan, qualified plan and individual retirement plan as defined in Sections 4972(d)(1), 4980(c)(1) and 7701(a)(37) of the Code, respectively.

All references to sections of the Tennessee Uniform Trust Code shall be construed to include the corresponding sections of the Tennessee Code Annotated in which codified.

ITEM XII: If the death of my spouse and my death should so occur that there is not sufficient evidence that my spouse and I have died otherwise than simultaneously, then it shall be conclusively presumed for the purposes of this Will that my spouse survived me.

IN WITNESS WHEREOF, I, JAMES J. FORMOSA, JR., set my hand at Nashville, Tennessee, in the presence of the undersigned subscribing witnesses on this _____ day of _____, 2009.

JAMES J. FORMOSA, JR., Testator

We, the undersigned subscribing witnesses, do hereby certify that the foregoing instrument was, by the Testator, in our presence, declared to be the Testator's Will and was by the Testator signed in our presence, and by us witnessed at the Testator's request, in the Testator's presence and in the presence of each other, this 10th day of July, 2009.

THIS IS PAGE 15 OF MY WILL.

AFFIDAVIT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

We, Deirdriu Coffman, and Carla Jarrett, on oath state:

We are the subscribing witnesses to the attached written instrument dated the 16th day of July, 2009, which purports to be the Last Will of JAMES J. FORMOSA, JR., ("Testator").

On this date Testator, in our presence declared the instrument to be Testator's Will, signed the instrument in our presence and requested that we attest Testator's execution thereof; whereupon, in the presence of Testator and of each other, each of us signed our respective names as attesting witnesses. At the time of the execution of the instrument Testator was over the age of eighteen (18) years and appeared to be of sound mind.

This Affidavit is made and signed at the request of Testator.

This 10th day of July, 2009.

Deirdriu Coffman

Carla Jarrett

SUBSCRIBED and sworn to before me this 10th day of July, 2009.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires JULY 24, 2010