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BY Cindy Mathis D.C.

LAST WILL & TESTAMENT

OF

MELINDA NICHOLS SMITH

PREPARED BY:

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457832.1/2010100

LAST WILL & TESTAMENT

OF

MELINDA NICHOLS SMITH

I, MELINDA NICHOLS SMITH, a resident in the State of Tennessee and a citizen of the United States of America make and declare this document as my Will. I hereby revoke all wills and codicils previously executed by me.

ITEM 1
FAMILY

1.A. Spouse. I am married to Kenneth Wayne Smith (who is referred to in this Will as my "spouse").

ITEM 2
FIDUCIARIES

2.A. Executor. I nominate the following persons to serve as the Executor of this Will, with such persons to act successively, in the order named:

1. Kenneth Wayne Smith.
2. Hugh Davis Nichols.

2.B. Trustee. I appoint the following persons to serve as the Trustee of any trust created herein, with such persons to act successively, in the order named:

1. Hugh Davis Nichols.
2. If Hugh Davis Nichols is unable or unwilling to serve as Trustee for any reason (or he is unwilling to serve alone) then such corporate fiduciary as appointed in writing by Hugh Davis Nichols shall serve alone as Trustee (or as Co-Trustee with Hugh Davis Nichols should he desire so). All such corporate fiduciary appointments made hereinabove by Hugh Davis Nichols must be a financial institution having trust assets under management of no less than Five Hundred Million Dollars ($500,000,000.00). Any and all such corporate fiduciary appointments (or removals) by Hugh Davis Nichols shall be binding and shall not require the approval or consent of any court or beneficiary hereunder.

ITEM 3
TANGIBLE PERSONAL PROPERTY

3.A. Distribution of Tangible Personal Property if Spouse Survives. I bequeath to my spouse, if my spouse survives me, all of the clothing, jewelry, furniture, automobiles, tools, household and personal effects, and other tangible personal property owned by me individually at my death, except for

any such items specifically bequeathed to another in any separate written document described in Section 3.C hereof.

3.B. Distribution of Tangible Personal Property if Spouse Predeceases. If my spouse predeceases me, I direct that all of my remaining personal property, except for any such items specifically bequeathed to another in any separate written document described in Section 3.C hereof, be sold (or items of nominal value given to one or more charitable organizations selected by my Executor) and reduced to cash and added to my residuary estate.

3.C. Separate Written Document. After I sign this Will, I may leave a separate letter or other written document (either in my own handwriting or signed by me or both) addressing the distribution of certain items of my tangible personal property. If I prepare such a document, I will keep it with my Will. If my Executor finds such a document, it is my desire that the wishes expressed in the document be carried out, even if the document does not meet all of the technical legal requirements necessary to qualify for admission to probate.

3.D. Ownership and Survivorship Required. Each bequest of an item of tangible personal property under this Item or in a separate written document described in Section 3.C hereof, is contingent on my ownership of the item at the time of my death and upon the survivorship of the person to whom the item is bequeathed, unless I expressly provide otherwise.

ITEM 4
RESIDUARY ESTATE

4.A. Outright to Spouse If Spouse Survives. I devise and bequeath all the rest of my property outright and free of trust to my spouse, if my spouse survives me.

4.B. Bequest to Trustee if Spouse Predeceases. If my spouse predeceases me, I devise and bequeath all the rest and remainder of my property to the Trustee to be administered as a trust estate pursuant to the provisions of the Ken and Melinda Smith Family Trust set forth in Item 5 below.

4.C. Lack of Beneficiaries. If, in the absence of this Section 4.C, I otherwise would die intestate or any trust otherwise would fail for lack of a beneficiary, then the Trustee shall distribute one-half of the affected assets to my heirs-at-law and one-half to my spouse's heirs-at-law.

If any person receiving assets under this Will or any trust created hereunder is under age 25 when an outright distribution of such assets is to be made to such person, then such assets shall be distributed by the Executor (or the Trustee as the case may be) to an adult selected by the Executor (or Trustee) including the Executor (or Trustee) to hold as custodian for such person under the Tennessee Uniform Transfers to Minors Act and to administer for such person until such person is age 25.

ITEM 5
THE KEN AND MELINDA SMITH FAMILY TRUST

5.A. Division of Assets into Equal Shares. The Trustee shall divide all of the assets from my residuary estate into as many equal shares as there are for the following individuals who survive me:

- Lucas Freeman
- Each child born to or adopted by Christopher Freeman after I sign this will but prior to my death.
- Grady Sincyr
- Each child born to or adopted by Cayce Sincyr after I sign this will but prior to my death.
- Madison Nichols
- Christian Parker Nichols
- Emma Grace Miller
- Audrey Kate Miller
- Ethan Michael Manning Miller
- Jackson LaCates
- Sarah Smith
- Each child born to or adopted by Alaina Pinegar LeCates after I sign this will but prior to my death.
- Each child born to or adopted by Sarah Smith before or after I sign this will but prior to my death.

Each share for a beneficiary ("beneficiary") shall be held in trust by the Trustee and administered as a separate lifetime trust for the beneficiary in accordance with the provisions below.

5.B. Payment of Trust Income and Principal. The Trustee shall pay to the beneficiary any amounts of the income and principal of the trust, payable at any time and from time to time, which the Trustee, in the Trustee's reasonable discretion, determines necessary for the health, education, support or maintenance of the beneficiary or for the health or education of any descendant of the beneficiary. Any undistributed income shall be incorporated annually into the principal of the trust.

The Trustee shall give priority to the needs of the beneficiary over the needs of any descendant of the beneficiary. The term "education," wherever it is used in this Will, includes formal instruction at an established educational institution at any level, either public or private, as well as private tutoring, lessons, camps, travel opportunities and other enrichment activities of the like, and includes the cost of tuition, room, board, fees, books, computer hardware and software, equipment, supplies and any other expense or allowance which the Trustee, in the Trustee's reasonable discretion, determines necessary for the educational pursuit in question. The terms "support" and "maintenance", wherever used in this Will, include appropriate financial assistance for special occurrences, such as marriage, the birth or adoption of a child or the purchase of a home, in such amounts as the Trustee shall determine, in the Trustee's reasonable discretion.

5.C. Mandatory Distribution of Trust Principal; Termination of Trust. The Trustee shall distribute one-third (1/3) of the then-existing principal of the trust to the beneficiary outright and free of trust upon the beneficiary reaching age 25. When the beneficiary is age 30, the Trustee shall distribute one-half (1/2) of the then-existing principal of the trust to the beneficiary outright and free of trust. When the beneficiary is age 35, the trust shall terminate as to the beneficiary and the Trustee shall distribute the

balance of the trust to the beneficiary outright and free of trust. If the beneficiary has attained any of these ages when the trust is to be established for the beneficiary, the Trustee shall distribute to the beneficiary, outright and free of trust, the part or all of the trust directed to be distributed to the beneficiary upon attaining these ages.

5.D. Distribution of Trust Assets If Beneficiary Dies. If the beneficiary dies prior to the termination of the trust, then the assets of the trust shall first be utilized to pay the expenses of the proper funeral or similar service for the beneficiary and the disposition of the beneficiary's remains, as the Trustee, exercising an unlimited discretion, considers appropriate. After payment of any such final expenses, I grant to the beneficiary a limited, non-general testamentary power of appointment, exercisable only by express reference to this power in the beneficiary's probated will, to appoint all or any portion of the principal of the trust remaining at the beneficiary's death in such amounts, manner (outright or in trust) and in such proportions, as the beneficiary shall determine, provided that the beneficiary may not appoint or exercise this power in favor of the beneficiary's self, the beneficiary's estate, the beneficiary's creditors, or the creditors of the beneficiary's estate. If the Trustee does not receive written notice that a will exercising this power of appointment has been probated or offered to probate within four (4) months after the beneficiary's death, then the Trustee shall conclusively presume that the beneficiary failed to effectively exercise this power and remaining assets of the trust shall be distributed by the Trustee to the beneficiary's then-living descendants, but if none, then to those persons set forth in Section 5.A above who survive the deceased beneficiary.

ITEM 6
ADMINISTRATIVE PROVISIONS

6.A. Waiver of Bond. I direct that no bond be required of any Executor or Trustee named hereunder.

6.B. Waiver of Inventory and Accountings. To the extent permitted by applicable law, no Executor shall be required to file any inventory or file any accounting with respect to the performance of the Executor's duties.

6.C. Payment of Debts, Administration Expenses and Taxes. All of my legally enforceable debts (except secured debts, which may be paid or retained in the discretion of the Executor, and if paid shall be without right of contribution from my spouse), my funeral expenses and the expenses of administration of my estate, both domiciliary and ancillary, shall be paid by my Executor as soon as practicable after my death. My Executor shall pay out of my residuary estate all estate, inheritance and other death taxes which shall become payable by reason of my death, whether in respect of property passing under this Will or otherwise, as an expense of administration, without apportionment. Any fiduciaries appointed hereunder shall be entitled to fair and reasonable compensation for the services they render as fiduciaries and such fiduciaries shall be reimbursed for the reasonable costs and expenses incurred by those people employed by them, including, but not limited to, attorneys, accountants, auditors and agents. A corporate fiduciary's regular schedule of fees for administering an estate and/or trust shall not be entitled to any presumption of reasonableness.

6.D. Life Insurance. The proceeds of any life insurance payable to my Executor, my Trustee or my estate are to be free from the claims of creditors, and are to be held and distributed as provided by the terms of this Will. My Executor may use (but shall not be required to use) any portion of such proceeds as my Executor deems advisable, exercising a reasonable discretion, for the payment of debts, expenses and taxes, but only if my Executor deems such use of the proceeds to be in the best interests of my legatees and beneficiaries hereunder.

6.E. Real Property. Any real property I own at my death is to be administered as a part of my probate estate subject to the control of the Executor for purposes of administration, as authorized by Tenn. Code Ann. § 31-2-103. So long as the Executor serves, the Executor shall have the same power over the title to real property as an absolute owner would have, including but not limited to the power to sell, mortgage, lease or otherwise convey any interest in any real estate without the joinder, consent or approval of any heir, legatee, beneficiary, court or other person, provided that in exercising such power the Executor shall be acting in a fiduciary, not an individual, capacity.

6.F. Powers of Executor and Trustee. In addition to any powers and other related administrative provisions granted or contained elsewhere in this Will, if any, the Executor and Trustee, in the exercise of a reasonable discretion with respect to all property, real and personal, at any time forming a part of my estate or any trust hereunder, may exercise any and all of the powers set forth in Tenn. Code Ann. § 35-50-110, to the extent applicable, all of which provisions and powers are incorporated herein by reference (as set out in this statute on the date I sign this Will), even if this statute is amended or repealed hereafter and even if my estate or any trust hereunder is administered in a state other than Tennessee. Without in any way limiting the foregoing, the Executor shall at all times during the administration of my estate be vested with all the powers, duties and authority of the Trustee herein provided, and shall be authorized to make payments in the same manner and to the same extent as if the Executor were acting as Testamentary Trustee. Tenn. Code Ann. § 35-3-117(i) shall not apply to any individual person serving as Trustee hereunder. I grant to my fiduciaries the power and authority to appoint resident fiduciaries to serve with them when applicable law so requires.

6.G. Distribution to a Minor or Incapacitated Beneficiary. During the minority or incapacity of any beneficiary to whom income or principal is payable under this Will, the Trustee, exercising a reasonable discretion, may make distribution in any one or more of the following ways: (a) directly to such beneficiary such amount as the Trustee may deem advisable as an allowance; (b) to the guardian, conservator or limited guardian (including the Trustee) of the person or of the property of such beneficiary; (c) to a custodian (including the Trustee) under the Tennessee Uniform Transfers to Minors Act, including a custodian selected by the Trustee; (d) to a relative (including the Trustee) of such beneficiary upon the agreement of such relative to expend such income or principal solely for the benefit of the beneficiary; or (e) by expending such income or principal directly for such beneficiary. The Trustee shall have the power, in the Trustee's reasonable discretion, to determine whether a beneficiary is incapacitated, and the Trustee's determination in such regard shall be conclusive.

6.H. Spendthrift Provision. Neither the income nor principal of any trust herein created, or any share thereof, shall be pledged, assigned, transferred, sold or in any manner whatsoever accelerated, anticipated or encumbered by any beneficiary, nor shall any income or principal of any trust estate hereunder be in any manner subject to or liable in the hands of the Trustee for the debts, contracts or engagements of any beneficiary or be subject to any assignment or any other voluntary or involuntary alienation or disposition whatsoever; but in all distribution of income or principal, the same shall be paid only to the beneficiary entitled, upon receipt of the beneficiary, or to others for his or her benefit as herein provided. In the event that any process shall be served by any creditor (including those made by a beneficiary's spouse in divorce or related proceedings) upon the Trustee, the right of any beneficiary, in respect of whose interest such process is attempted, to receive either income or principal shall terminate until such process shall be released and discharged. Provided, however, that the Trustee may make advances from either income or principal for the health, education, maintenance and support of such beneficiary as the Trustee, in the Trustee's sole discretion, may deem appropriate under the circumstances.

6.I. Public Assistance Eligibility. In making payments, expenditures, or distributions pursuant to any trust created in this Will, the Trustee shall take into account any funds or assistance the

Trustee know to be available to the respective beneficiary thereof from governmental and private sources. The Trustee is expressly prohibited from disbursing funds when the result will be the loss of any eligibility for public assistance and from invading the trust estate for reimbursement by federal, state, or local agencies unless the Trustee determines (1) that the beneficiary's needs will be better met if such distributions are made, and (2) it is in the beneficiary's best interest to suffer the consequent effect, if any, on the beneficiary's eligibility for or receipt of public assistance. However, if the mere existence of the Trustee's authority to make distributions pursuant to this paragraph shall result in the beneficiary's loss of public assistance, regardless of whether such authority is actually exercised, this paragraph shall be null and void and the Trustee's authority to make such distributions under this paragraph shall cease and shall be limited as provided elsewhere under the terms of this Will, without exception.

6.J. Early Termination of Trusts. The Trustee may, in the Trustee's sole and absolute discretion, terminate any trust created in this Will when, in the Trustee's determination, the principal amount in trust does not warrant the cost of continuing said trust, or its administration would be otherwise impractical, and outright distribution of the assets because of such early termination of the trust is necessary for the health, education, support or maintenance of the recipient or recipients of the assets upon early termination. Upon such termination, the Trustee shall pay over the principal and undistributed income of such trust to the beneficiary or beneficiaries to whom income payments could be made under such trust immediately prior to its termination under this Section, with the distribution to any beneficiary under age 25 to be distributed to an adult selected by the Trustee (including the Trustee) as custodian for such beneficiary under the Tennessee Uniform Transfers to Minors Act to administer for such beneficiary until such beneficiary is age 25.

6.K. Continuation of Trust. If, at the time of any mandatory distribution from any trust created in this Will, the Trustee, exercising a reasonable discretion, determines it necessary for the health, education, support or maintenance of the beneficiary of the mandatory distribution because of some physical or mental incapacity, or because the beneficiary is addicted to a drug or alcohol, or because the beneficiary is a spendthrift or has excessive liabilities, or other good cause, to continue to hold the amount distributable to the beneficiary in trust, the Trustee may continue to hold the amount in trust for a period determined by the Trustee. While the trust continues, the Trustee shall pay to the beneficiary some or all of the income or principal as the Trustee reasonably determines necessary for the health, education, support or maintenance of the beneficiary and, on the beneficiary's death, the Trustee shall pay from the assets of the trust any and all reasonable expenses of the proper funeral or similar service for the beneficiary, and the disposition of the beneficiary's remains, as the Trustee, exercising an absolute discretion, considers appropriate, and all remaining assets shall be distributed by the Trustee had such beneficiary prematurely died before said beneficiary's trust terminated.

6.L. Combination of Trusts. If any trust is created under the will of my spouse or under an inter-vivos trust established by me or by my spouse or by both of us, which trust is substantially identical in all material respects with any trust created under this my Will, then the Trustee, in the Trustee's reasonable discretion, may combine such trusts or merge the trust under my Will into such other trust or take any other appropriate action, provided no adverse transfer tax consequences are thereby triggered, in the interests of efficiency and economy of administration.

6.M. Reports of Trustee. I excuse the Trustee from making any accounting or report to any court or person regarding the administration of any trust herein created, but the Trustee shall furnish to each current or permissible income beneficiary of each trust (or to the parent or guardian of any minor beneficiary) a statement showing the receipts, disbursements and the estimated net value of the trust, on an annual or more frequent basis and, upon the reasonable request of a current or permissible income beneficiary, the Trustee shall hold regular meetings to discuss trust investments, anticipated income and principal distributions, tax reporting, relevant personal circumstances, and the like.

6.N. Resignation of Trustee. Any person serving as a Trustee of any trust hereunder may resign in accordance with the remaining provisions of this Section. By way of accepting any trust created in this Will, any person serving as Trustee agrees that upon the discontinuance of his, her or its services as Trustee, the Trustee shall not impose a severance, succession or termination charge.

Any Trustee may resign upon thirty (30) days' written notice to the beneficiaries then-receiving or entitled to receive income of the trust and to the next successor Trustee hereunder, if any. If resignation occurs, the successor Trustee designated in this Will shall serve, but if no successor Trustee is designated or able to serve, the Trustee's successor shall be appointed by a majority of such beneficiaries. If a Trustee becomes incapacitated on account of any physical or mental disability or impairment, as certified by such person's regular physician, such person shall be deemed for all purposes to have resigned as Trustee.

Any successor Trustee chosen by the beneficiaries hereunder must be independent of, and not related or subordinate to, the person or persons exercising this selection power. If the beneficiaries fail to select a successor Trustee within a thirty (30) day period, the Trustee who has resigned may petition the court having jurisdiction over the trust for the appointment of a successor. The successor Trustee does not have to reside or be located in Tennessee.

Upon appointment of the successor Trustee, the resigning Trustee shall deliver all assets then held to the successor Trustee. The resigning Trustee shall then have full acquittance for all assets so delivered (subject to judicial settlement of the accounts of the resigning Trustee if requested by the person or persons exercising this selection power or by the successor Trustee). A parent or legal guardian or closest adult next of kin for any minor beneficiary shall act on behalf of the minor concerning selection of any successor Trustee hereunder. The successor Trustee shall have all powers and authority herein conferred on the Trustee so replaced, and bond is excused.

6.O. Governing Law and Situs of Trusts. The laws of the State of Tennessee, without giving effect to principles of conflict of laws, shall govern all matters pertaining to the validity, construction and administration of any trusts created under this Will. However, if at any time it appears that it would be in the best interest of a beneficiary to have the situs of a trust established under this Will transferred to a different jurisdiction, the Trustee shall be authorized to make such a transfer.

6.P. References to Fiduciaries. For convenience, the fiduciaries named in this Will (including any alternates or successors) are sometimes referred to in the singular person and masculine gender, regardless of the number or gender of those actually named herein.

6.Q. Distribution to Descendants. Unless specifically provided otherwise herein, references to descendants shall include both biological and adopted descendants and shall only refer to then-living descendants. Distribution to the descendants of any deceased person under this Will shall be per stirpes.

6.R. Rights of Divorced Non-Relatives. Notwithstanding any provision in this Will to the contrary, no parent of a minor person hereunder shall exercise or receive or otherwise participate in any right or privilege hereunder, including but not limited to, custodial transfers, rights to receive or demand reports from the Executor or Trustee, removal of an Executor or Trustee or selection of any successor Executor or Trustee, or rights to receive assets as a next of kin of any deceased beneficiary, unless that parent is my surviving spouse, if any, or a relative of mine by blood or adoption or if such parent is then-married to a person who is related to me by blood or adoption, or if such family member of mine is deceased, such parent was married to such family member at the family member's death and has not remarried. In the event that this provision applies, then the closest adult next of kin for such minor (other than such aforesaid parent) shall exercise all rights herein on behalf of such minor person.

6.S. No Contest. If any beneficiary hereunder shall contest the probate or validity of this Will or any provision herein or any trust referenced herein, or shall institute or join in (except to defend this Will) any proceeding to contest the validity of this Will or to prevent any provision thereof from being carried out in accordance with its terms (regardless of whether or not such proceedings are instituted in good faith and with probable cause), then all benefits provided for such beneficiary and such beneficiary's descendants hereunder are revoked and such benefits shall pass as if all such persons had predeceased me. Each benefit conferred in this Will is made upon the condition precedent that the beneficiary shall accept and agree to all of the provisions of this Will, and the provisions of this Section are an essential part of each and every bequest, devise and legacy hereunder, whether outright or in trust.

6.T. Common Accident. If my spouse and I die under such circumstances that there is not sufficient evidence to determine the order of our deaths, then it shall be presumed that my spouse survived me, and my estate shall be administered and distributed in accordance with such presumption.

6.U. Captions. The captions and headings of this Will are for convenience only and shall not define or limit the provisions contained herein.

IN WITNESS WHEREOF, I sign this Will, all in the presence of the persons witnessing it, at my request, on this 26th day of August, 2014.

Melinda Nichols Smith

MELINDA NICHOLS SMITH

Signed and declared by MELINDA NICHOLS SMITH, to be such person's Will in the presence of all of us at one and the same time, and we, at such person's request and in such person's presence and in the presence of each other, have subscribed our names as witnesses, and we do hereby attest to the sound and disposing mind of MELINDA NICHOLS SMITH and to the performance of the aforesaid act of execution at the place and on the date hereinabove set out.

WITNESSES:

Witness No. 1 Signature

Mark Jacobs

Print Name of Witness No. 1

Address of Witness No. 1: ~~150 3rd Ave. S., Ste. 1700 Nashville, TN 37201~~ MJ

3102 West End Ave. Ste. 200
Nashville, Tn. 37203

Witness No. 2 Signature

ROB HARARO

Print Name of Witness No. 2

Address of Witness No. 2: 150 3rd Ave. S., Ste. 1700 Nashville, TN 37201

AFFIDAVIT OF

ATTESTING WITNESSES

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

We, the undersigned persons, after first being duly sworn according to law, depose and say:

1. We witnessed the execution of the Will of MELINDA NICHOLS SMITH, dated the 26th day of August, 2014, to which this Affidavit is attached, and this Affidavit is being made at the request of MELINDA NICHOLS SMITH and in accordance with the provisions of Tenn. Code Ann. § 32-2-110.

2. Our signatures are affixed to the Will of MELINDA NICHOLS SMITH. We signed the Will at the request of MELINDA NICHOLS SMITH, in the presence of MELINDA NICHOLS SMITH, and in the presence of each other, on the date recited in said Will.

3. MELINDA NICHOLS SMITH signed said paper writing as and for a Will in our sight and presence.

4. At the time we witnessed the Will, MELINDA NICHOLS SMITH was, in our opinion, of sound mind and age eighteen (18) or older.

Witness Signature

Witness Signature

Sworn to and subscribed before me by the two (2) persons whose signatures are affixed hereto on this 26th day of August, 2014.

Notary Public

PATRICIA ANN ROBERTSON
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY

My Commission Expires: December 6, 2015

MY COMMISSION EXPIRES:

457832.1/2010100

CERTIFIED COPY
State of Tennessee, County of Rutherford
The undersigned, County Clerk of said County and State, hereby certifies that the foregoing is a true and correct copy of the original document filed in the Office of the County Clerk.
This 24th day of February 2015
Lisa Crowell, Rutherford County Clerk
By: Deputy Clerk

RUTHERFORD COUNTY SEAL TENNESSEE