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LAST WILL AND TESTAMENT

OF

JEAN NORRIS CROWE

I, JEAN NORRIS CROWE, a resident of Nashville, Davidson County, Tennessee, and a citizen of the United States, make, publish and declare this to be my Last Will and Testament, revoking all former Wills and Codicils made by me.

I am married to FRED DAN CROWE, hereafter referred to as "my husband." We have two children, Joanna C. Curran and Andrew Daniel Crowe, referred to hereafter as "my children."

ARTICLE I
APPOINTMENT OF FIDUCIARIES

1. Executor. I appoint my husband, Fred Dan Crowe, as Executor of my estate. If my husband is unable or unwilling to serve for any reason, I appoint my children, Joanna C. Curran and Andrew Daniel Crowe, to serve as Co-Executors of my estate. If either child is unable or unwilling to serve for any reason, the other shall be the sole Executor. I direct that no bond shall be required of my Executors in any jurisdiction.

2. Trustee. I appoint my husband, Fred Dan Crowe, as Trustee of the trusts that may be created under this my Last Will and Testament. If my husband is unable or unwilling to serve as Trustee for any reason, I appoint my children, Joanna C. Curran and Andrew Daniel Crowe, to serve as Co-Trustees of any trust that may be created under this my Last Will and Testament. If either is unable or unwilling to serve for any reason, the other shall be the sole Trustee. I direct that no bond shall be required of my Trustees in any jurisdiction.

ARTICLE II
DISPOSITION OF PERSONAL EFFECTS

General Personal Property. I give all of my furniture, household furnishings, automobiles, personal effects and all other items of tangible personal property to my husband, if she survives me. If my husband does not survive me, I give all of my tangible personal property to my children to be divided in equal shares as they agree. If a child predeceases me, I give the

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share of the deceased child to the surviving issue of the deceased child, if any. My Executor may distribute the share of any minor beneficiary to such beneficiary directly or to the person with whom such beneficiary is residing. My Executor shall pay all expenses associated with safeguarding, insuring, packing, storing, delivering and distributing the tangible personal property and such expenses shall be deemed to be a proper part of the expenses of administering my estate. Any items of personal property that my family members do not want to keep may be sold, either privately or publicly, or otherwise disposed of as my Executor may elect, in my Executor's sole discretion, and any proceeds shall be added to my residuary estate.

ARTICLE III
DISPOSITION OF RESIDUARY ESTATE

1. If my Husband Survives me. If my husband survives me, I give my residuary estate to the Trustees named herein to be held, administered, and distributed as the Family Trust according to the following terms:

(a) Distribution of Income During Husband's Lifetime. During the life of my husband, all the net income of the Family Trust shall be paid to or for the benefit of my husband.

(b) Distribution of Principal During Husband's Lifetime. If at any time or times during the life of my husband the Trustee, in its discretion, is of the opinion that it is necessary to encroach upon the principal of the Family Trust created herein in order to provide for the health, maintenance and support of my husband after taking into consideration my husband's other sources of income and means of support, then the Trustee is authorized to encroach upon the principal of the trust to the extent that the Trustee shall in its discretion determine necessary or proper, this power to be a continuing one.

(c) Disposition of Trust Assets upon Husband's Death. Upon the death of my husband, or upon my death, if my husband does not survive me, the Trustee shall divide the trust assets into as many equal shares as there are children of mine who are then living and children of mine who are not then living but whose issue are then living. The Trustee shall distribute one such share to each of my then living children and one such share *per stirpes* to the then living issue of any child of mine who is not then living. If any portion of the trust estate is distributable to issue who are under the age of twenty-five, the share of such issue shall instead be distributed to the Trustee designated herein to be held in trust under the terms set forth in Article IV until such beneficiary reaches age twenty-five.

(d) Real Property as Trust Asset. If real property is an asset of the trust, my husband shall be allowed to occupy the property rent-free for as long as he wishes. Alternatively, the Trustees shall have the authority to sell said real property and purchase another residence for my husband or to rent the residence to third parties if my husband no longer wishes to reside there.

2. If my Husband does not Survive me. If my husband does not survive me, I give my residuary estate to my children in equal shares; provided however, that if a child of mine

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does not survive me but issue of such deceased child do survive me, then the share of the deceased child shall be distributed *per stirpes* to the issue of such deceased child; provided further, that if any portion of my estate is distributable to issue who are under the age of twenty-five, the share of such issue shall instead be distributed to the Trustee designated herein to be held in trust under the terms set forth in Article IV until such beneficiary reaches age twenty-five.

ARTICLE IV
TRUST FOR BENEFICIARIES UNDER TWENTY-FIVE YEARS OF AGE

When the Trustee is directed to hold any money or property under this Article for a beneficiary who is under twenty-five (25) years of age, the Trustee shall hold such money or property in trust for that beneficiary until he or she attains twenty-five (25) years of age and in the meantime, the Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as the Trustee determines to be necessary for the beneficiary's health, education, maintenance and support. If a beneficiary dies before reaching the age of twenty-five (25) years, the Trustee shall distribute the property held in trust *per stirpes* to the beneficiary's surviving issue, if any, and if such beneficiary leaves no surviving issue, his or her share shall be distributed among the other beneficiaries of my Will as if such person had not survived his or her parent's death.

ARTICLE V
DEBTS, ADMINISTRATION EXPENSES AND TAXES

1. Payment of Debts and Administration Expenses. My Executor, in my Executor's sole discretion, may pay my legal debts, including funeral expenses, the cost of a suitable monument, unpaid charitable pledges (whether or not they are enforceable obligations of my estate), and costs of administration of my estate, and I hereby authorize my Executor, in case of any claim made against my estate, to settle and discharge the same in my Executor's sole discretion.

2. Payment of Taxes. I direct that my Executor pay as an expense of administration, without apportionment against the share of any beneficiary, all transfer, estate, inheritance, succession and other death taxes (excluding generation-skipping transfer taxes), together with any interest or penalty thereon, payable by reason of my death, whether in respect of property passing under this Will or otherwise.

ARTICLE VI
POWERS AND DUTIES OF EXECUTOR AND TRUSTEE

1. General Powers. I authorize my Executor and Trustee (collectively, "the fiduciaries") in the exercise of all reasonable discretion with respect to all property, real and personal, at any time forming part of my estate or any trust, to exercise any or all of the powers

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set forth in T.C.A. § 35-50-110 and § 35-15-816, to the extent applicable, all of the provisions and powers of which are incorporated herein by reference as fully as if copied herein verbatim; provided, however, that the fiduciaries shall not exercise any power in a manner inconsistent with the right to the beneficial enjoyment of the trust property accorded to a beneficiary of a trust under the general principles of the law of trusts.

2. Authority to Administer Real Property. My Executor shall have full authority and discretion to convey, improve, lease, encumber, or in any other manner deal with and administer any real property comprising an asset of my estate, without the approval of any court. Furthermore, for purposes of T.C.A. § 31-2-103, all such real property shall be deemed to be personal property following my death, subject to sale by my Executor, for the purpose of facilitating the distribution of my estate among the beneficiaries of this Will, as well as for the purpose of paying taxes, administrative expenses, and any other expenses or debts of my estate, without first being required to exhaust all other personal property of my estate.

3. Administration of Trust by Executor. During the period of administration of my estate, my Executor shall be fully authorized and empowered to exercise all of the powers and the duties of the Trustee; and I direct that my Executor shall do so in order that payments of income or principal for the benefit of the beneficiaries of my Will shall not be delayed pending the administration of my estate.

4. Administrative Powers and Duties.

(a) Inventory and Accountings. I relieve the fiduciaries from the duty to file any inventory or accountings with any court. The Trustee shall make reports from time to time to the beneficiaries of any trust created in this Will, showing in reasonable detail the assets of the trust estate which constitute principal, and the income therefrom, and amounts paid to or expended for each such beneficiary.

(b) Employment of Agents. The fiduciaries shall be authorized, in the fiduciaries' discretion, to employ accountants, attorneys, investment advisors, or other institutions or persons, to assist in the administration and investment decisions for any trust created in this Will, or to enter into a custodial arrangement with a bank or other financial institution of the fiduciaries' choosing. The fees of any person or institution employed by the fiduciaries in accordance with this paragraph may be paid from the income or principal of my estate or the trusts created hereunder, as the fiduciaries shall determine.

(c) Action by Unanimous Vote. In all matters concerning the administration of and distributions from any trust established herein, I direct that the decisions of the Co-Trustees must be unanimous before they may act.

(d) Agent for Sale of Real Estate. I recommend that the fiduciaries retain the services of Janet Jones of Worth Properties as their agent for the sale of any real properties that may be assets of my estate. I further recommend that my fiduciaries obtain two appraisals by qualified real estate appraisers to determine the fair market value of the real property.

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5. Tax Returns. I specifically authorize my Executor to execute and file joint income tax returns with my husband for the year in which my death occurs and for any years prior thereto. My Executor shall incur no personal liability for any action taken in good faith in accordance with the foregoing authorization.

6. Distributions to Incapacitated Beneficiaries. If, pursuant to this Will, or the trusts established herein, any property shall be payable outright to a person who is a minor, or is under any other legal, mental or physical disability (an "incapacitated beneficiary"), the fiduciaries shall have the power, exercisable in their sole discretion and without court approval, either to defer payment of such property, or to pay such property, in whole or in part, to an incapacitated beneficiary, to a parent, guardian, or conservator of an incapacitated beneficiary, to a custodian for an incapacitated beneficiary under a Transfers to Minors Act, or to any adult with whom an incapacitated beneficiary may reside. The recipient of such property, on behalf of an incapacitated beneficiary, shall not be required to furnish bond or file any accountings with respect to such property, unless the fiduciaries should direct otherwise; and the receipt of such property by the recipient shall discharge my fiduciaries from any further responsibility or liability with respect to such property.

7. Limitation on Individual Trustee. No individual Trustee shall have the right to participate in any decision regarding distributions of income or principal for his or her benefit, except as limited by an ascertainable standard as defined in the Code and the Regulations thereunder. Further, no individual Trustee shall have the right to participate in any decision regarding distributions for the benefit of any other individual to the extent that such distributions satisfy a support or other legal obligation of the Trustee to the distributee.

ARTICLE VII
RESIGNATION, REMOVAL AND APPOINTMENT OF TRUSTEES

1. Resignation. Any Trustee shall have the right to resign as Trustee upon thirty (30) days' prior written notice to the then income beneficiaries, such notice to be given to the natural or legal guardian or conservator of any beneficiary who is under a legal disability.

2. Designation of Co-Trustee. Any individual who is serving as a Trustee of any trust established herein may appoint one or more persons or entities to serve as Co-Trustee of such trust, provided that if there are already one or more Co-Trustees then serving, then no appointment of an additional Co-Trustee shall be effective without the prior written consent of all of the other then acting Co-Trustees. Such Trustee may make this appointment at any time during such Trustee's life, and any such appointment shall become effective at such time as may be specified in the appointment and upon such Co-Trustee's written acceptance of the duties of the Trustee hereunder. Such appointment shall be made in writing with written notice thereof to be provided to all persons who are permissible recipients of income at the time the appointment is made. Any such Co-Trustee shall be subject to the removal powers described below.

3. Beneficiaries' Right to Remove Trustee. A majority of the persons who are permissible recipients of income from each trust established herein shall have the right and authority at any time or times to remove any Trustee or successor Trustee of any such Trust, such

right to be exercised by the natural or legal guardian or conservator of any beneficiary who is under a legal disability. If a Trustee is removed pursuant to the provisions of this paragraph, a successor Trustee must be appointed in accordance with the provisions of paragraph 4 below.

4. Appointment of Successor Trustees.

(a) Power of Trustee to Designate Successor Trustee. Any Trustee may designate one or more persons or entities to serve as the Trustee's immediate successor in the event the Trustee ceases to serve as a Trustee, provided that if there is a Co-Trustee immediately prior to the time the Trustee ceases to serve as a Trustee, then no more than one such designated successor Trustee may serve as such Trustee's immediate successor without the prior written consent of the other Co-Trustees. The Trustee may make this designation at any time (including, in the case of a Trustee who is an individual, by such individual Trustee's Last Will and Testament), and any such designation made by the Trustee may be changed from time to time and shall only become effective upon the Trustee's ceasing to serve as a Trustee for any reason. Any such successor Trustee shall be subject to the removal powers described above.

(b) Beneficiaries' Right to Appoint Corporate Trustee. If there is at any time a vacancy in the office of Trustee and such vacancy is not filled pursuant to the above provisions, then a majority of the adults who are permissible income beneficiaries shall have the right (but not the obligation) to appoint a successor Trustee in place thereof, provided that any such successor Trustee appointed by such person or persons must be a bank or a trust company (which shall not be required to be a Tennessee corporation) having assets then under management in a fiduciary capacity of at least two hundred fifty million dollars ($250,000,000).

(c) Appointment of Trustee by Court. If there is at any time a vacancy in the office of Trustee and such vacancy is not filled pursuant to the above provisions, then the successor Trustee shall be one or more persons and/or entities as may be designated by such court as may have jurisdiction over the trust.

5. Powers of Successor Trustee. Any successor Trustee shall by virtue of its appointment succeed to all of the rights, powers and duties conferred and imposed upon the Trustee herein named.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

1. References and Meaning of Terms.

(a) Code. Unless specifically provided to the contrary, the term "Code" shall mean the federal Internal Revenue Code of 1986, as from time to time amended, or any successor federal laws thereto, and shall also include the Treasury regulations promulgated thereunder.

(b) Construction. Throughout this Will, the singular number shall be deemed to include the plural, the plural the singular, and the use of any gender shall be applicable to all

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genders, as the context may require. Paragraph headings are used for convenience only, and shall not be resorted to for interpretation of this Will. If any portion of this Will is held to be void or unenforceable, the remainder shall nevertheless be carried into effect.

(c) Education. The term "education" shall be liberally construed and shall mean all forms of education including, but not limited to, public and private, primary and secondary, college and graduate, business and technical, preparatory, professional, artistic, commercial, and remedial for persons with learning disabilities. Education shall also include a variety of instructive opportunities, such as travel, camp, seminars, and other types of enrichment activities.

(d) Family. As used herein, the terms "child," "children" and "issue" are intended to include persons born after the execution of this Will as well as adopted persons. Unless specifically provided to the contrary, whenever a provision has been made for a child to take his or her deceased parent's share, in the event such child is also deceased, his or her share shall pass to his or her issue, *per stirpes.*

(e) Fiduciaries. All references in this Will to the "Executor" and "Trustee" shall mean the Executor and Trustee, respectively, named herein or any alternate or successor thereto. The foregoing terms are used for convenience, regardless of the gender or number of parties serving in such capacities and such terms shall be read as the context shall require.

2. Spendthrift Provision. No interest of any beneficiary in the income or principal of any trust created hereunder shall be subject to pledge, assignment, attachment, garnishment, execution, receivership, trustee's process, sale or transfer in any manner, nor shall any beneficiary have power in any manner to anticipate, charge or encumber his or her interest, nor shall the interest of any beneficiary be liable while in the possession of the Trustee for the debts, contracts, liabilities, engagements and torts of any beneficiary. I specifically intend for this provision to provide the broadest protection permitted by law against claims of creditors of all kinds, including those made by a beneficiary's spouse in divorce or related proceedings. In the event that any process shall be served 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 principal or income for the support, maintenance, health and education of such beneficiary as the Trustee, in the Trustee's sole discretion, may deem wise and proper under the circumstances.

3. Simultaneous Death. In the event my husband and I shall die simultaneously, or under circumstances which make it difficult to determine which of us died first, I direct that my husband shall be deemed to have survived me for the purposes of this instrument, and I direct further that the provisions of this instrument shall be construed upon that assumption, irrespective of any provision of law establishing a contrary presumption or requiring survivorship for a fixed period as a condition of taking property by inheritance.

4. Failure of Beneficiaries. If all of my named or described beneficiaries should predecease me, or if there should at any time be no beneficiaries named or described to take any

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interest in trust or in my estate as described hereunder, the property passing under my Will or the trusts created herein shall be distributed one-half to my heirs at law and one-half to my husband's heirs at law as determined by the law of the State of Tennessee.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name to this my Last Will and Testament, consisting of eight (8) pages, and on each page I have affixed my initials or my signature for better identification, this 21st day of August, 2012.

Jean N Crowe

Jean Norris Crowe

The foregoing instrument was signed, published and declared by Jean Norris Crowe (the "Testator"), to be the Testator's Last Will and Testament, in the presence of all of us at one and the same time, and we, at the request and in the presence of the Testator, and in the presence of each other, have hereunto subscribed our names as witnesses this 21st day of August, 2012.

WITNESS: Patricia Jordan — ADDRESS: Nashville TN

Nashville, TN

THIS INSTRUMENT PREPARED BY:

M. Allison Thompson
Thompson Law Office PLLC
4525 Harding Pike, Ste 200
Nashville, TN 37205
615.620.4613

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

AFFIDAVIT

On this day, Patricia J. Jordan and Kenneth Hirt personally appeared before me, the undersigned Notary Public, and after being duly sworn according to law, depose and say:

1. That they are more than eighteen (18) years of age.

2. That they witnessed the execution of the Last Will and Testament of Jean Norris Crowe on August 21, 2012 to which this affidavit is attached, and that this affidavit is being made at the request of the Testator.

3. That the Testator signed said paper writing as and for the Testator's Last Will and Testament in their sight and presence at one and the same time.

4. That their signatures are affixed to said Last Will and Testament, that they signed or affixed the same at the instance and at the request of the Testator and in the Testator's presence, and in the presence of each other, at the place and on the date recited in said Last Will and Testament.

5. That at the time they witnessed said Last Will and Testament the Testator was, in their opinion, more than eighteen (18) years of age, of sound mind and disposing memory, and did not appear under any undue influence.

Witness Patricia Jordan

Witness Kenneth Hirt

Subscribed and sworn to before me, this 21st day of August, 2012.

M. Allison Thompson
Notary Public

My Commission Expires 11/5/2014.

M. ALLISON THOMPSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

MY COMMISSION EXPIRES:
November 5, 2014

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 ATTACHED EXHIBITS heretofore filed in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 21 day of AUGUST, 2015, in Docket Number 15P1406, IN RE: CROWE, JEAN NORRIS, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 03 day of SEPTEMBER in the year 2015 and in the 239 year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL]

RICHARD R. ROOKER CIRCUIT COURT CLERK

By: _____

Deputy Clerk