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 PETITION PROBATE WILL heretofore filed in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 09 day of JANUARY, 2014, in Docket Number 14P43, IN RE: ROGERS, CURTIS KENNETH, 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 18 day of DECEMBER in the year 2015 and in the 239 year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]

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LAST WILL AND TESTAMENT

OF

CURTIS KENNETH ROGERS

FILED

JAN 16 2014

RICHARD R. ROOKER, Clerk
By _____ Deputy

I, CURTIS KENNETH ROGERS, a resident of and domiciled in the City of Nashville, County of Davidson and State of Tennessee, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

I am married to DONZALÉ KENNEDY ROGERS ("DONNIE") and I have one (1) son from a prior marriage DAVID ROGERS ("DAVID"). My wife has one (1) son from a prior marriage, GAVIN PERRY ("GAVIN"). Whenever the term "my children," "children of mine," or a phrase having a similar meaning is used in this Will, it is referring to all of the above named children, DAVID and GAVIN. Whenever the term "my issue," "issue of mine," or a phrase having a similar meaning is used in this Will, it is referring to all of the above named children, DAVID and GAVIN, and their respective issue.

ARTICLE I

Payment of Debts. I direct that all my legally enforceable debts, secured and unsecured, be paid as soon as practicable after my death. If at the time of my death any of the real property herein devised is subject to any mortgage, I direct that the devisee taking such mortgaged property shall take it subject to such mortgage and that the devisee shall not be entitled to have the obligation secured thereby paid out of my general estate.

ARTICLE II

Payment of Taxes. I direct that all estate, inheritance, succession, death or similar taxes (except generation-skipping transfer taxes) ("Death Taxes") assessed with respect to my estate herein disposed of, or any part thereof, or on any bequest or devise contained in this my Last Will (which term wherever used herein shall include any Codicil hereto), or on any insurance upon my life, or on any property held jointly by me with another, or on any transfer made by me during my lifetime, or on any other property or interests in property included in my estate for

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such tax purposes, be paid out of my Residuary Estate, as defined hereinbelow, and shall not be charged to or against any recipient, beneficiary, transferee or owner of any such property or interests in property included in my estate for such tax purposes.

ARTICLE III

Specific Bequest of Vehicles. If my spouse, DONNIE, predeceases me, I hereby specifically give and bequeath certain vehicles that I may own at the time of my death as follows:

(1) My 1948 Cadillac to GAVIN, if he is then living, otherwise to his then living issue; and

(2) My 1954 Cadillac to DAVID, if he is then living, otherwise to his then living issue.

In the event that any bequest shall lapse by reason of a child predeceasing me without leaving then living issue, such share shall be reallocated to the effective share passing hereunder. In the event that none of my children or their respective issue shall be living at the time of my death, the specific bequests under this Article III shall lapse and pass to my heirs at law as if I had died unmarried and intestate residing in Tennessee.

ARTICLE IV

Personal and Household Effects. I give and bequeath all my personal and household effects of every kind including but not limited to 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 this property, as follows:

(1) I may leave written memoranda disposing of certain items of my tangible personal property. Any such article of tangible personal property shall pass according to the terms of such memoranda in existence at the time of my death. If no such written memoranda is found or identified by my Personal Representative within ninety (90) days after my Personal

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Representative's qualification, it shall be conclusively presumed that there is no such memoranda and any subsequently discovered memoranda shall be ineffective. Any property given and devised to a beneficiary who is not living at the time of my death and for whom no effective alternate provision has been made shall pass according to the provisions of the following paragraph, and not pursuant to any anti-lapse statute.

(2) In default of such memoranda, or to the extent such memoranda do not completely or effectively dispose of such property, I give and bequeath the rest of my personal and household effects of every kind to my wife, DONNIE, if she shall survive me. If my wife shall not survive me, I give and bequeath all this property to my children surviving me, in approximately equal shares; provided, however, the issue of a deceased child of mine surviving me shall take per stirpes the share his or her parent would have taken had he survived me. If my issue do not agree to the division of the property among themselves, my Personal Representative shall make such division among them, the decision of my Personal Representative to be in all respects binding upon my issue. If any beneficiary hereunder is a minor, my Personal Representative 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 Personal Representative. The cost of packing and shipping such property shall be charged against my estate as an expense of administration.

ARTICLE V

A. Residuary Estate. I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situated and whether acquired before or after the execution of this Will (my "Residuary Estate"), to my wife, if my wife survives me.

My wife may disclaim all or any part of this bequest by any method of disclaimer or release constituting a "Qualified Disclaimer" under the provisions of the Code. Any interest disclaimed or released by my wife shall pass under the provisions of Paragraph B. of this Article V.

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B. Disclaimer by Wife. If my spouse survives me but files a Qualified Disclaimer, as to all or a portion of my Residuary Estate, the property disclaimed under such Qualified Disclaimer shall pass to the Trustee designated in Article VIII who shall then allocate the property disclaimed between: (i) the ROGERS GAP TRUST and (ii) the DISCLAIMER TRUST as hereinafter set forth. The formula for determining the amount to be distributed to the ROGERS GAP TRUST and the DISCLAIMER TRUST pursuant to this Article is intended, and shall be construed and interpreted consistent herewith, to equal the difference, if any, between (i) the amount that may pass free of federal estate tax and (ii) the amount that may pass free of state estate and inheritance tax (currently $1,000,000 in Tennessee).

C. Rogers GAP Trust. The ROGERS GAP TRUST shall be administered as follows:

(1) Distributions of Income and Principal. Commencing as of my death and during the life of my wife, the Trustee shall distribute to my wife:

(a) The entire net income of the trust; and

(b) As much or all of the principal of the trust as the Trustee determines from time to time to be required for the health, support and maintenance of my wife.

(2) Distribution Upon Death of Wife. Upon the death of my wife, the Trustee shall:

(a) First, unless my wife directs otherwise by Will with specific reference to this provision, pay the state estate and inheritance taxes resulting from the trust at my wife's death; and

(b) Finally, distribute the balance of the trust principal in the same manner as provided in the last sentence of Paragraph D. of this Article V.

D. Disclaimer Trust. The Trustee shall distribute the entire net income of the DISCLAIMER TRUST to my wife in monthly installments. The Trustee is also authorized, in its sole discretion, to encroach upon the principal of the DISCLAIMER TRUST for the health, support and maintenance of my wife during her lifetime. Upon the death of my wife, the DISCLAIMER TRUST shall be divided and distributed in the same manner as provided in Paragraph E. with respect to my Residuary Estate as if my wife has predeceased me.

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E. Spouse Predeceases. If my spouse does not survive me, I direct that my Residuary Estate shall be divided into shares and distributed to the Trustee designated in Article VIII hereof to be held in the name of the CHILDREN'S TRUST and held upon the terms and conditions provided in Article VI hereof.

ARTICLE VI

The CHILDREN'S TRUST hall be held, administered and distributed as follows:

A. Discretionary Distributions of Income and Principal. Commencing with the date of my death and until division into shares for children and grandchildren as hereafter provided, the Trustee may pay to or apply for the benefit of my then living children and grandchildren all the net income and such sums of principal from the CHILDREN'S TRUST as the Trustee in its sole discretion shall determine primarily for the medical care and education of my children and grandchildren, taking into consideration to the extent the Trustee deems advisable, any other income or resources of such beneficiaries. My Trustee shall also make a distribution of income to each child of mine from the CHILDREN'S TRUST even though it is prior to the Initial Division Date (as such term is defined below) pursuant to the provisions of Paragraph VI.D.(2), provided, however, that in applying such provisions to the consolidated CHILDREN'S TRUST prior to the Initial Division Date if the total income of the CHILDREN'S TRUST is insufficient to satisfy the total required distribution to both the children, then the amount of each child's distribution shall be reduced by an amount that equals the total shortfall in income multiplied by a fraction, the numerator of which is the amount of that child's distribution as calculated pursuant to Paragraph VI.D.(2), and the denominator of which is the aggregate amount of both children's distribution calculated pursuant to Paragraph VI.D.(2).

The Trustee shall not be required to equalize payments of income or encroachments upon corpus, made as provided above, among the beneficiaries to whom such payments or encroachments may be made, and may pay income or corpus to or for the benefit of one or more of such beneficiaries without being required to make like payments or compensating distributions at any time to or for the benefit of the other beneficiaries. None of such payments or encroachments shall be treated as advancements and none shall be used to meet, fulfill or discharge anyone's personal legal obligations to a beneficiary.

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B. Division Into Shares. Upon the second anniversary of my death (the "Initial Division Date"), the Trustee shall divide this Trust as then constituted into equal separate shares so as to provide one (1) share for each then living child of mine and one (1) share for each deceased child of mine who shall leave issue then living. Each share shall be distributed or retained in Trust as hereinafter provided.

C. Discretionary Distributions of Income and Principal for Children. After division into shares for children, my Trustee may pay to or apply for the benefit of the child such sums from the net income and the principal of his or her share as in the Trustee's sole discretion shall be necessary or desirable from time to time for such child's medical care and education, taking into consideration to the extent my Trustee deems advisable, any other income or resources of the child known to my Trustee.

D. Distributions of Income and Principal. The Trustee may make the following distributions:

(1) Upon the Initial Division Date, my Trustee shall distribute to a child one-third (1/3) of the principal of his share as then constituted; upon the fourth (4^{th}) anniversary of my death, my Trustee shall distribute to a child one-half (1/2) of the principal of his share as then constituted; and upon the sixth (6^{th}) anniversary of my death my Trustee shall distribute to the child the undistributed balance of his share. Provided, however, that no fractional amount shall be distributed to any child of mine, under this Paragraph, unless the spouse of such child signs a waiver releasing all rights marital or otherwise that she may have to such fractional distribution or any property real or personal in which the child's distribution ultimately may be invested or proceeds therefrom.

(2) On or before February 15^{th} of each calendar year, my Trustee shall distribute to each child of mine from the Trust, an amount based on such child's earned income for the preceding calendar year. On or about May 31 of each year in which the child shall desire a distribution from the Trust, he or she shall provide the Trustee with written documentation (Form W-2, 1099s, etc.) demonstrating the amount of earned income generated by him in the preceding calendar year. Upon satisfactory receipt of documentation confirming the amount of earned income from the previous year, my Trustee shall distribute an amount from the net income of the

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Trust equal to fifty percent (50%) of the child's earned income from the previous calendar year. The term "earned income" shall be construed consistent with its definition provided in the Code.

E. Trustee's Discretion. Notwithstanding anything in this Will to the contrary, if the Trustee, in its sole and absolute discretion, believes that any beneficiary of this trust is under the influence of drugs or alcohol or is otherwise physically or mentally impaired, if a beneficiary is separated or involved in a divorce with his or her spouse, or if the Trustee believes that the beneficiary is incapable of receiving and handling the sums previously set forth (whether of income or principal), then the Trustee shall be entitled to withhold any income or principal payments otherwise directed by this Will until the Trustee believes the beneficiary is capable of receiving and handling such payments. During any period that the Trustee exercises its discretion under this subparagraph and withholds payments from a beneficiary, it shall pay to that beneficiary, or expend on his or her behalf, so much of the net income derived from his or her separate fund as the Trustee may deem advisable to provide properly for his or her health, maintenance, education, and support. The Trustee may accumulate any income not so disbursed into the principal of the beneficiary's separate fund. The Trustee's discretion with regard to all aspects of this provision shall be conclusive as to the advisability of any such fiduciary decision and shall not be questioned by anyone.

F. Upon Child's Death. Upon the death of my child prior to complete distribution of his or her share, the undistributed balance of the child's share shall be distributed per stirpes to his then living issue, or in default of such issue, per stirpes to my then living issue. Provided, however, that if any portion of the share would otherwise be distributed to a person for whose benefit a trust is then being administered under this CHILDREN'S TRUST, that part shall instead be added to that trust and shall thereafter be administered and distributed according to its terms, except that if the part is to be added to a trust which has already had a partial distribution, then the fraction of the last distribution shall be distributed to the beneficiary and the balance thereof added to the trust.

G. Contingent Distribution. In the event a child of mine should die prior to complete distribution of his share as provided in Paragraph D. above, the Trustee shall distribute the

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undistributed balance of such child's share to his or her then living issue and, in default of such issue, to my then living issue, if any, otherwise one-half (1/2) to my heirs at law and one-half (1/2) to my wife's heirs at law as determined under the laws of the State of Tennessee.

ARTICLE VII

The provisions for naming the Personal Representative, Personal Representative succession, Personal Representative's fees and other matters are set forth below:

A. Individual Personal Representative. I hereby nominate, constitute, and appoint as Personal Representative of this my Last Will and Testament my spouse, DONNIE, and direct that she shall serve without bond. My Personal Representative shall not be required to provide an inventory or accounting to any court exercising jurisdiction over my estate. My Personal Representative furthermore shall be authorized to make distributions from my estate during administration rather than waiting to fund the estate at closing.

B. Individual Successor Personal Representative. If my individual Personal Representative should fail to qualify as Personal Representative hereunder, or for any reason should cease to act in such capacity, the successor or substitute Personal Representative, who shall also serve without bond shall be my friend, LEE ANN EDWARDS of Nashville, Tennessee ("LEE ANN").

C. Compensation. For his or her services as Personal Representative, my individual Personal Representative shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses, and in the event that LEE ANN serves as Personal Representative, I specifically direct that she receive compensation from my estate of $10,000 payable contemporaneously with the date that all administrative events have occurred such that she is in a position to close my estate with the presiding court that exercises probate jurisdiction over my estate.

ARTICLE VII

The provisions for naming the Trustee, Trustee succession, Trustee's fees and other matters are set forth below:

A. Trustee. I hereby nominate, constitute, and appoint as initial Trustee of all trusts under this my Last Will and Testament my spouse, DONNIE, and direct that she shall serve without bond.

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B. Successor Trustee. If DONNIE should fail to qualify as a Trustee hereunder, or for any reason should cease to act in such capacity, then I hereby nominate, constitute, and appoint as alternate or successor Trustee hereunder LEE ANN, who shall serve also without bond. If LEE ANN should fail or cease to serve as Trustee of the trusts created hereunder, then a successor or substitute Trustee for such trusts, who shall also serve without bond, shall be appointed in accordance with paragraph E.4 of this Article.

C. Compensation. For his or her services as Trustee, an individual Trustee shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

D. Limitations on Trustees. Notwithstanding any other provision of this instrument, I hereby limit the general discretionary powers of the Trustees so that (i) no Trustee with a beneficial interest in the trust income or principal shall participate in any decision regarding a discretionary distribution to that Trustee personally or to any other beneficiary, except to the extent governed by and made pursuant to a standard under this instrument which constitutes an ascertainable standard within the meaning of Sections 2041 and 2514 of the Code, and (ii) no Trustee may use trust income or principal to discharge the legal obligation of that Trustee individually to support or educate a beneficiary hereunder. This provision shall be construed consistent with T.C.A. Section 35-50-124.

E. Successor Trustees.

(1) Resignation. Any Trustee shall have the right to resign as Trustee upon thirty (30) days' prior written notice to the income beneficiaries.

(2) Designation of Co-Trustee. Any individual Trustee may appoint one or more persons or entities to serve as Co-Trustee. Such individual Trustee may make this appointment at any time during such individual 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 granted to the beneficiaries in this Article.

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(3) Designation of Successor Trustee. Any individual Trustee may designate one or more persons or entities to serve as the individual Trustee's immediate successor in the event the Trustee ceases to serve as Trustee. The individual Trustee may make this designation at any time during the Trustee's life or by the Trustee's Last Will and Testament, and any such designation made by the Trustee shall become effective upon the Trustee ceasing to serve as Trustee for any reason. Any such successor Trustee shall be subject to the removal powers granted to the beneficiaries in this Article.

(4) Beneficiaries' Right to Remove Trustee; Right to Appoint Corporate Trustee. A majority of the current income beneficiaries (including the natural or legal guardians of any beneficiaries who are minors or who are under other disabilities) shall have the right and authority at any time or times to remove any Trustee or successor Trustee. Such beneficiaries shall also have the right to appoint a successor Trustee in place thereof, provided that any such successor Trustee 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 ($250,000,000.00).

(5) Appointment of Trustee by Court. In the event all of the Trustees are removed or otherwise fail or cease to serve and no designation of a successor Trustee is made in accordance with the provisions of this Article, then the successor Trustee shall be one or more persons and/or entities as may be designated by any court exercising jurisdiction over the Trust.

(6) Powers. 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.

(7) Bond. No bond or other security shall be required of any successor Trustee.

(8) No Termination Fee. I direct that any Trustee serving as Trustee of a trust established under this Last Will shall not be entitled to a termination fee in the event such Trustee is removed under the authority granted to beneficiaries under this Will, unless such a termination fee has been expressly (and not by implication) agreed to in writing by the person or persons who appointed the Trustee.

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ARTICLE VIII

Definition of Personal Representative and Trustee. Whenever the word "Personal Representative" and/or the word "Trustee", or any modifying or substituted pronoun therefor are used in this my Will, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Personal Representative and/or Trustee named herein and to any successor or substitute Personal Representative and/or Trustee acting hereunder, and such successor or substitute Personal Representative and/or Trustee shall possess all the rights, powers and duties, authority and responsibility conferred upon my Personal Representative and/or Trustee originally named herein.

ARTICLE IX

Real Estate Subject to Administration. All interests in real property that I may own at the time of my death and that shall pass under this Will shall, during the pendency of the administration of my estate or the earlier distribution or other disposition of such property, be owned by my estate. My Personal Representative shall have full possession of and exercise full control over such property during such period. Until distribution or other disposition of any such property, my estate shall be entitled to all of the income therefrom and gains from the sale or other disposition thereof and it shall discharge all of the responsibilities relating to ownership thereof, including, but not limited to, payment of any taxes with respect thereto and maintenance and repairs thereof. It is my intention that all interests in real property that pass under this Will shall become assets of my probate estate at my death and shall not pass by operation of any law directly to my heirs or devisees under this Will at my death.

ARTICLE X

A. Powers for Personal Representative and Trustee. My Personal Representative and Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this my Will and without authorization by any court and

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in addition to any other rights, powers, authority and privileges granted by any other provision of this my Will or by statute or general rules of law:

1. To retain any property or undivided interests in property owned by me at the time of my death, including residential property and shares of my Personal Representative's or Trustee's own stock, regardless of any lack of diversification, risk or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such Articles received in exchange, although said property represents a large percentage of the total property of my estate or the trust estate or even the entirety thereof.

2. To invest and reinvest all or any part of my estate or the trust estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships or similar entities, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of my Personal Representative or Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

3. To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of my estate or the trust estate, for cash or upon credit, to exchange any property of my estate or the trust estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with her shall be bound to see to the application of any monies paid.

4. To hold any securities or other property in its own name as Personal Representative or Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

5. To keep, at any time and from time to time, all or any portion of my estate or the trust estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

6. To sell or exercise stock subscription or conversion rights.

7. To refrain from voting or to vote shares of stock owned by my estate or the trust estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of my estate or the trust estate.

8. To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of my estate or the trust estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by my Personal Representative or Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights,

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of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

9. To borrow money and to encumber, mortgage or pledge any asset of my estate or the trust estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in my Personal Representative or Trustee.

10. To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust.

11. To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration.

12. To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

13. To continue and operate any business owned by me at my death and to do any and all things deemed needful or appropriate by my Personal Representative or Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to close out, liquidate or sell the business at such time and upon such terms as it shall deem best.

14. To collect, receive, and receipt for rents, issues, profits, and income of my estate or the trust estate.

15. To insure the assets of my estate or of the trust estate against damage or loss and my Personal Representative or Trustee against liability with respect to third persons.

16. In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with herself in her separate, or any fiduciary, capacity.

17. To compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against my estate or the trust estate as my Personal Representative or Trustee shall deem best.

18. To employ and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, and other assistants and advisors deemed by my Personal Representative or Trustee needful for the proper administration of my estate or the trust estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care.

19. To determine what shall be fairly and equitably charged or credited to income and what to principal.

20. To hold and retain the principal of my estate or the trust estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on my Personal

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Representative's or Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

21. To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of my estate or the trust estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.

22. To exercise any power herein granted with reference to the control, management, investment or disposition of my estate or the trust estate either as Personal Representative or Trustee.

23. In general, to exercise all powers in the management of my estate or the trust estate which any individual could exercise in his or her own right, upon such terms and conditions as she may reasonably deem best, and to do all acts that it may deem reasonably necessary or proper to carry out the purposes of this my Will.

24. To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with my intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

25. To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with my intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

B. Additional Powers. The powers granted in this Article shall be in addition to those granted by Tennessee Code Annotated Section 35-50-110 incorporated herein by reference, Tennessee Code Annotated Section 35-15-814 and the Tennessee Uniform Trust Code. Such powers may be exercised even after termination of all trusts hereunder and until actual distribution of all trusts hereunder and until actual distribution of all the trust estate, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

C. Waivers. To the extent that such requirements can legally be waived, no Personal Representative or Trustee hereunder shall ever be required to give bond or security as Personal Representative or Trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court with respect to the exercise of any power or discretion granted in this instrument.

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D. Personal Representative and/or Trustee Exculpation and Third Party Protection. The Personal Representative and/or Trustee's exercise or non-exercise of powers and discretion in good faith shall be conclusive on all persons. No person paying money or delivering property to any Personal Representative and/or Trustee hereunder shall be required or privileged to see to its application. The certificate of the Personal Representative and/or Trustee that he or she is acting in compliance with this instrument shall fully protect all persons dealing with the Personal Representative and/or Trustee.

ARTICLE XI

Marital Deduction Savings Clause. It is expressly provided that the grant of rights, powers, privileges and authority to my Personal Representative in connection with the imposition of duties upon my Personal Representative by any provision of this my Will or by any statute relating thereto shall not be effective if and to the extent that the same, if effective, would disqualify the marital deduction as provided for herein. It is expressly provided that my Personal Representative shall not in the exercise of his or her discretion make any determination inconsistent with the foregoing intention.

ARTICLE XII

Trustee to Act as Trustee for Beneficiary Under Age Twenty-One. If any share hereunder becomes distributable to a beneficiary, other than as provided under Article VI hereof, who has not attained the age of twenty-one (21) years, such share shall immediately vest in the beneficiary, but notwithstanding the provisions herein, my Trustee shall retain possession of the share in trust for the beneficiary until the beneficiary attains the age of twenty-one (21) years, using so much of the net income and principal of the share as my Trustee deems necessary to provide for the proper medical care, education, support and maintenance in reasonable comfort of the beneficiary, taking into consideration to the extent my Trustee deems advisable any other income or resources of the beneficiary or his or her parents known to my Trustee. Any income not so paid or applied shall be accumulated and added to principal. The beneficiary's share shall be paid over and distributed to the beneficiary upon attaining age twenty-one (21), or if he or she shall sooner

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die, to his or her personal representatives. My Trustee shall have with respect to each share so retained all the powers and discretions it had with respect to the trusts created herein generally.

ARTICLE XIII

Discretionary Payments to a Person Under Age Twenty-One (21), an Incompetent, or Incapacitated Person. In case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of twenty-one (21), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to the custodian selected by the Trustee for the beneficiary pursuant to the Uniform Transfers to Minors Act or some such similar law; or (4) by the Trustee using such amounts directly for the beneficiary's health, support and education.

ARTICLE XIV

Tax Matters. My Personal Representative as the fiduciary of my estate shall have the discretion, but shall not be required when allocating receipts of my estate between income and principal, to make adjustments in the rights of any beneficiaries, or among the principal and income accounts to compensate for the consequences of any tax decision or election, or of any investment or administrative decision, that my Personal Representative believes has had the effect, directly or indirectly, of preferring one beneficiary or group of beneficiaries over others; provided, however, my Personal Representative shall not exercise its discretion in a manner that would cause the loss or reduction of the marital deduction as may be herein provided. In determining the state or federal estate and income tax liabilities of my estate, my Personal Representative shall have discretion to select the valuation date and to determine whether any or all of the allowable administration expenses in my estate shall be used as state or federal estate tax deductions or as state or federal income tax deductions and shall have the discretion to file a joint income tax return with my wife.

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ARTICLE XV

Definition of Issue/Per Stirpes. For purposes of this Will persons adopted during their minority (and their issue, including in the case of adopted issue only issue adopted during such issue's minority) by any person named or referred to herein shall be considered and treated in all respects the same as children born of marriage and their issue. The term "per stirpes" with reference to the issue of any individual shall mean that the stocks begin with the children of such individual and that no distribution at any generational level shall be "per capita."

ARTICLE XVI

Definition of Words Relating to the Internal Revenue Code. As used herein, any words which from the context in which it or they are used refer to the Code shall have the same meaning as such words have for the purposes of applying the Code to my estate.

ARTICLE XVII

Simultaneous Death Provision. If any beneficiary and I should die under such circumstances as would make it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of this Will that the beneficiary predeceased me.

ARTICLE XVIII

Funeral Expenses and Expenses of Last Illness. On the death of any person entitled to income or support from any trust hereunder, my Trustee is authorized to pay the funeral expenses and the expenses of the last illness of such person from the principal of the trust from which such person was entitled to income or support.

ARTICLE XIX

Spendthrift Provision. Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in

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the possession of my fiduciary hereunder, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

ARTICLE XX

Perpetuities Savings Clause. Notwithstanding anything herein to the contrary, the trusts created hereunder shall terminate not later than twenty-one (21) years after the death of the last survivor of my wife and issue living on the date of my death, when my Trustee shall distribute each remaining trust hereunder to the beneficiary or beneficiaries of the current income thereof, and if there is more than one beneficiary, in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

ARTICLE XXI

In *Terrorem* Provision. Any interest in my estate given to a beneficiary either outright or in trust is hereby revoked and shall be disposed of in the same manner as if the beneficiary and all descendants of that beneficiary had predeceased me in the event that the beneficiary at any time in any manner, directly or indirectly, contests this Last Will any of its provisions, or any trust created hereunder.

IN WITNESS WHEREOF, I have hereunto set my hand this 4 day of May, 2010.

Curtis Kenneth Rogers

CURTIS KENNETH ROGERS

The foregoing instrument was signed, published and declared by CURTIS KENNETH ROGERS, the Testator, to be his Last Will and Testament, in the presence of all of us at one and the same time, and we, at his request, and in his presence and in the presence of each other, have

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hereunto subscribed our names as witnesses this 4th day of May, 2010, at Nashville Tennessee, this clause having first been read to us aloud.

WITNESSES:

Lori A. Ogg

Melissa J Kuhn

ADDRESS:

102 Paxton Ct.
Hendersonville TN 37075

314 Shoshone Place
Murfreesboro TN 37128

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STATE OF TENNESSEE)
COUNTY OF Davidson)

AFFIDAVIT

Lori A. Ogg and Melissa L. Kuhn,

after being duly sworn according to law, depose and say:

1. That they are adult citizens of Sumner County and Rutherford County, Tennessee.

2. That they witnessed the execution of the Last Will of CURTIS KENNETH ROGERS, dated May 4th, 2010, to which this Affidavit is attached and this Affidavit is being made at the request of the Testator in accordance with T.C.A. § 32-2-110.

3. That their signatures are affixed to the Last Will of CURTIS KENNETH ROGERS and that they signed or affixed the same at the instance and at the request of the Testator in his presence, in the presence of each other, at the place and on the date recited in the Last Will.

4. That the Testator signed said paper writing as and for his Last Will in their sight and presence.

5. At the time they witnessed said Last Will, the Testator was, in their opinion, of sound mind.

Lori A. Ogg

Melissa J Kuhn

Sworn to and subscribed before me, this
the 4th day of May, 2010.

Notary Public

My Commission Expires: 8-23-2011

ERIN A. PEÑA
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

MY COMMISSION EXPIRES:
AUGUST 23, 2011

This Last Will and Testament was prepared by:

John M. McDonald, Esq.
Stites & Harbison, PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219
(615) 782-2269

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