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STATE OF TENNESSEE

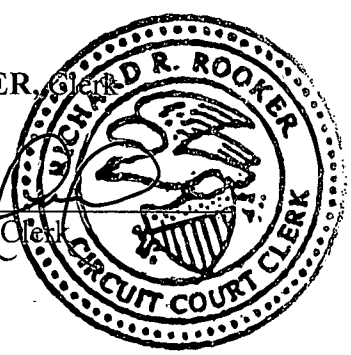
I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, do hereby certify that the foregoing is a true and complete copy of the **LAST WILL AND TESTAMENT** heretofore assigned to Seventh Circuit Court (Probate Division) for Davidson County, Tennessee, Case No. **16P2128**.

ESTATE OF ANNIE JO WHITE LAMB FLY

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 12th day of January in the year Two Thousand and Seventeen.

RICHARD R. ROOKER, Clerk

By: _____
Deputy Clerk



16p2128

Last Will and Testament

OF

ANNIE LAMB FLY

FILED
JAN 12 2017
RICHARD R. ROOKER CLERK
DAVIDSON COUNTY

I, **Annie Lamb Fly**, a resident of and domiciled in Nashville, Davidson County, Tennessee, do make, publish and declare the following to be my Last Will and Testament, hereby revoking all prior wills and codicils made by me.

ARTICLE I

DEFINITIONS

1.1 **Spouse.** I am a widow.

1.2 **Beneficiaries:** I have five children, **Keven Lamb, Rhonda Lamb Nichols, Lopez Lamb, William Michael Lamb** and **Rita Lamb,** and I refer to them as my "children" in this will.

1.3 **Adopted Children.** Every legally adopted child of any person designated or described in this instrument and every descendant, by blood or adoption, of such adopted child has the same status under this instrument as if the adopted child were the blood child of its adoptive parents with respect to rights to receive property and benefits while living, and with respect to the passing of interests on the death of such adopted child or descendant; and the words "children" and "descendants" and words and phrases of similar import are to be so construed.

1.4 **Fiduciary.** The term "fiduciary" means the Executor, Trustee, or conservator serving at any time under this will and includes successors.

1.5 **Per Stirpes.** References in this will to "per stirpes" means the method of dividing an estate whereby an individual, or class of individuals, take the share of a deceased individual. This designation insures that the individual, or class of individuals, inherit only the share of the deceased person and do not inherit

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equally with other surviving beneficiaries. Division of my estate per stirpes shall be calculated from the first generation below the initial beneficiary whether or not there is anyone in that generation living at the time of the calculation.

1.6 **Singular and Gender Usage.** Any use of a specific gender includes the other, and any use of the singular includes the plural when such meaning is appropriate.

ARTICLE II

FIDUCIARIES

I appoint **Rhonda Lamb Nichols**, currently of Nashville, Davidson County, Tennessee, and **Keven Lamb**, currently of Memphis, Shelby County, Tennessee, to serve as Co-Executors of my will. If one of these persons predeceases me, fails to qualify or ceases to serve, I appoint **Lopez Lamb**, currently of Nashville, Davidson County, Tennessee, to serve as Co-Executor of my will.

ARTICLE III

PROVISIONS RELATIVE TO FIDUCIARIES

3.1 **Bond.** No bond is required of any fiduciary appointed under this will or by a court.

3.2 **Powers.** Any fiduciary appointed under this will has each power, duty, and discretion which is set forth in this will, as well as each duty, power or discretion contained in Tennessee Code Annotated, Section 35-50-110 as it exists at the time of the execution of this will, which section is incorporated herein by reference. In the event Tennessee Code Annotated, Section 35-50-110 shall be amended after the execution of this will, it is my desire that any such amendment shall be incorporated herein by reference to the extent that the powers of the fiduciary are expanded thereby, but not to the extent that such powers are lessened thereby.

3.3 **Resignation.** Each fiduciary serving under this will may resign at any time by giving written notice of the resignation to any remaining fiduciary, and to any successor fiduciary or to the

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person having the power to appoint a successor fiduciary or to the court having jurisdiction to appoint a successor fiduciary.

3.4 **Appointment of Successor Fiduciary.** If there is no fiduciary serving, the beneficiaries of the estate or trust estate, as the case may be, may appoint a fiduciary to serve.

3.5 **Appointment of Additional Fiduciary.** If at any time my fiduciaries desire to have additional fiduciaries (acting unanimously if more than one), such fiduciaries shall have the power to appoint such other person or bank as such fiduciaries may desire to serve with them as co-fiduciary, including any fiduciaries that may be necessary for ancillary administration of my estate.

3.6 **Action by Beneficiaries.** Any action to be taken by the beneficiaries under this Article is valid if taken by the beneficiaries of the estate or of the trust estate, as the case may be, who at any time represent a majority in interest in the estate or in the trust estate. Any beneficiary who is a minor or who is under other legal disability shall be represented by such beneficiary's parent or duly appointed guardian.

3.7 **Indemnity of Fiduciary.** It is my desire that the fiduciary exercise discretion without fear of incurring a liability or expense. Therefore, unless the fiduciary acts capriciously or arbitrarily, my estate or the Trust shall indemnify the fiduciary for each monetary expense (including attorney's fees) incurred, expended or arising from the exercise of such discretion.

3.8 **Fiduciary Compensation.** Compensation of any corporate fiduciary shall be in accordance with such fiduciary's published schedule of fees as in effect at the time the services are rendered. Any non-corporate fiduciary may receive reasonable compensation, subject to court approval, for services rendered.

3.9 **Corporate Fiduciary.** If any corporate fiduciary designated to act, or at any time acting hereunder, is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or

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reincorporated, the resulting or transferee corporation shall become fiduciary in place of its corporate predecessor.

3.10 **Settlement of Accounts on Vacating Office.** If a fiduciary ceases to serve, except where an individual fiduciary dies, the fiduciary shall file with each other fiduciary, including successors, a settlement of the accounts and an inventory of the estate or trust estate. The expense of the settlement and inventory shall be paid by the estate or trust estate respectively. The fiduciary ceasing to serve shall deliver the estate or trust estate assets to the successor or remaining fiduciary.

3.11 **Nonresident Fiduciary.** Should the state of my domicile at the time of my death require at least one (1) fiduciary be a resident of the state of my domicile, the named fiduciary may appoint a fiduciary to meet this requirement.

ARTICLE IV

PAYMENT OF DEBTS, EXPENSES, AND TAXES

4.1 **Debts.** My fiduciary shall pay all my lawful debts, except as provided in Paragraph 4.2. If permitted by law, my fiduciary may pay a debt without requiring the creditor to file a claim. I suggest that my fiduciary consult with the attorney for my estate before paying any debt.

4.2 **Encumbered Property.** If any interest in property passing under this will or otherwise by reason of my death shall be encumbered by a mortgage or lien or shall be pledged to secure any obligation (whether such interest in property is owned by me individually or jointly), the devisee, legatee, joint owner, or beneficiary shall take such interest in property subject to all encumbrances existing at the time of my death and shall not be entitled to payment of such obligation from my estate. Provided, however, if the creditor files a claim against my estate so that my fiduciary must pay the debt, my fiduciary shall collect the amount my estate paid to the creditor from the recipient of the property.

4.3 **Funeral and Administration Expenses.** My fiduciary shall pay my funeral expenses, including the cost of a grave marker, and the expenses of administering my estate as soon as possible after

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my death, including any expenses of ancillary administration in another state.

4.4 **Taxes.** All estate and inheritance taxes including interest and penalties, if any, together with all administration expenses, payable in any jurisdiction by reason of my death, (including those taxes and expenses payable with respect to assets which do not pass under this will,) shall be paid out of and charged generally against the principal of my residuary estate, without apportionment. I waive any right of reimbursement for, recovery of, or contribution toward the payment of those taxes and administration expenses, except my Executor shall, to the maximum extent permitted by law, seek reimbursement for, recovery of, or contribution toward the payment of any increase in federal or state estate tax attributable to property in which I have a qualifying income interest for life or over which I have a power of appointment, or which is included in my gross estate by reason of Section 2036 of the Internal Revenue Code of 1986, as from time to time amended, and which is not otherwise paid or payable. Any generation-skipping tax resulting from a transfer occurring under this will shall be charged to the property constituting the transfer in the manner provided by applicable law.

ARTICLE V

SPECIFIC BEQUESTS

AND

DISTRIBUTION OF TANGIBLE PERSONAL PROPERTY

5.1 **Specific Bequests.** (a) I may leave a memorandum which is not to be a part of this will listing some of the items which I wish certain persons to have and request, but do not require, that my wishes as set forth in this memorandum be observed. If this list is not discovered within thirty (30) days of my death, this paragraph shall be disregarded. If any item is not found among my possessions after my death, my executor is to consider that the item has been disposed or destroyed prior to my death and may then disregard the gift of such item.

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(b) I give and beneath my jewelry and clothes to my daughters.

(c) I give and bequeath the jewelry, clothing, collectibles, and other personal items that belonged to my deceased husband, Jessie Fly, to my sons.

5.2 **Remaining Tangible Personal Property.** I give all my remaining tangible personal property that I own at my death, including any household furniture and furnishings, automobiles, books, pictures, jewelry, art objects, hobby equipment and collections, wearing apparel, and other articles of household or personal use or ornament to my surviving children.

5.3 **Expenses.** All the cost of safeguarding, insuring, taking, and storing my tangible personal property before its distribution and of delivering each item to the place of residence of the beneficiary of that item shall be deemed to be expenses of administration of my estate.

5.4 **Disputes.** My Executor shall have the absolute discretion to resolve any disputes regarding the division of personal property.

ARTICLE VI

DISTRIBUTION OF RESIDUARY ESTATE

All the rest, residue and remainder of my property real and personal, and wheresoever situated, including all lapsed bequest and devises, but not including any property over which I have power of appointment, I give, bequeath and devise in substantially equal shares to my children. If one of my children predeceases me with children, I give, bequeath and devise this share to the issue of that beneficiary. If one of my children predeceases me without children, the share of that beneficiary shall be distributed in equal shares, per stirpes, to the remaining beneficiaries.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 **Dealing with Executor.** No person dealing with the Executor in any capacity is bound to inquire into the capacity to act on the part of the Executor or into the authority for, or

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propriety of, any act of the Executor or to see to the application or disposition of any money or other property paid, delivered or loaned to the Executor.

7.2 **Income During Administration.** During the administration of my estate, the Executor is authorized to make distributions of income of the estate to the same persons, and in the same proportions as might be made if the administration were completed.

7.3 **Disposition of Assets.** I authorize the Executor, without the order of any court, to sell any of my real estate or personal property not specifically given by me at public or private sale, without the joinder of any beneficiary, in the manner and on the terms and for the price as may seem best; and on each sale of real estate, the proceeds are to be treated as forming part of my estate to pay administrative costs, taxes, and any remaining amounts shall become part of my residuary estate.

7.4 **Waiver of Inventory Reports and Appraisal.** I authorize my Executor to administer and settle my estate without the necessity of filing an inventory, making any report, accounting, or final settlement with any court to the extent permitted by law. I expressly waive appraisal of my estate in the event an appraisal is required by law. The fiduciary's only responsibility for statements and accountings shall be to furnish a complete final accounting to the beneficiaries of my residuary estate if such beneficiaries are different than my fiduciary.

7.5 **Discretionary Powers.** In addition to and not in limitation of all common law, statutory authority of Tennessee Code Annotated, Section 35-50-110 as incorporated herein by reference in Paragraph 3.2 of Article III and all powers otherwise granted in this will, the Executor is granted the following specific discretionary powers, duties and obligations:

(a) **Diversification.** To acquire and retain all kinds of property without regard to principles of diversification.

(b) **Distribution.** To make distribution in cash, or in kind, or partly in each, even if shares are composed differently and to allocate different kinds of disproportionate

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shares of property or undivided interests in property among the beneficiaries and to determine the value of any property distributed in kind.

(c) **Taxes.** To make such elections under the tax laws as my Executor deems advisable, including an election to create qualified terminable interest property for both estate and generation-skipping tax purposes or for estate tax purposes alone, and to allocate the unused portion, if any, of my GST exemption to any property with respect to which I am the transferor for generation-skipping tax purposes, irrespective of whether such property passes under this will, in such manner as my Executor deems advisable, in each case without regard to the relative interests of the beneficiaries; however, my Executor shall not make adjustments between principal and income, or in the interests of the beneficiaries, to compensate for the effects of such elections and allocation. Any decision made by my Executor with respect to the exercise of any tax election or the allocation of my GST exemption shall be binding and conclusive on all persons.

(d) **Responsibility.** To exercise all powers with respect to the property included in my estate which any individual would exercise in the management of similar property owned in his own right and not to be responsible for losses, if any, resulting from honest mistakes of judgment.

7.6 **Ancillary Administration.** If I own real estate located outside the state of my domicile or if ancillary administration of my estate is needed for any other reason, I appoint my domiciliary Executor to qualify in such other jurisdiction as my Executor in such jurisdiction. If my domiciliary Executor is unable or unwilling to qualify, I appoint as my Executor in such other jurisdiction the person or persons selected by my domiciliary Executor. The ancillary administrator is not required to post bond, file inventories or make reports to any court and has the same powers as my domiciliary Executor. As quickly as the ancillary administrator completes the ancillary administration, the net

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assets from the ancillary administration are to be delivered to my domiciliary Executor.

7.7 **Real Estate.** Any real property which I own at my death is to be part of my probate estate and treated as personalty for administrative purposes.

7.8 **Casualty Insurance.** Each insurance policy covering an item of property passing under this document passes with the property. The recipient is not to be charged for any unearned premium already paid. If an item of property passing under this will has been destroyed or damaged, and such item of property was specifically listed on the insurance policy, the insurance proceeds recovered or recoverable are to be paid in place of the destroyed item and in addition to the damaged item. However, this shall not apply if an item has been disposed of or destroyed prior to my death.

7.9 **Spendthrift Provision.** Prior to distribution, no interest of any beneficiary in the corpus or income of my estate, as distributed in any Article of this will, shall be subject to assignment, alienation, pledge, attachment, or claims of creditors of such beneficiary, including the claims of any divorced spouse for alimony or support payments, and may not otherwise be voluntarily or involuntarily alienated or encumbered by any beneficiary and the same shall not be subject to be taken by beneficiary's creditors by any process whatsoever.

7.10 **Construction.** I direct that should any clause in this will be construed contrary to state laws such clause shall be construed to conform to state law in the implementing of this my Last Will and Testament according to my expressed desires.

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IN WITNESS WHEREOF, I have hereunto subscribed my name to this my Last Will and Testament, consisting of this and nine (9) preceding typewritten pages and for the purpose of identification have initialed each such page, all in the sight and presence of the persons witnessing it at my request on this 28th day of May, 1998, at Nashville, Tennessee. In accordance with Tennessee Code Annotated, Section 32-2-110. I have requested these witnesses to make the Affidavit which is attached to this Last Will and Testament.

Annie Lamb Fly, Testatrix

ATTESTATION CLAUSE

On the date last above written, we saw **Annie Lamb Fly** in our presence, sign the foregoing instrument at its end. She then declared it to be her Last Will and Testament and requested us to act as witnesses to it. We then, in her presence and in the presence of each other, signed our names as attesting witnesses, believing her at all times herein mentioned to be of sound mind and memory and not acting under constraint of any kind.

Residing at ~~Suite 300 Baptist Church St.~~ Nashville, TN 37201

Residing at Suite 300, 101 Church St. Nashville, TN 37201

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AFFIDAVIT OF WITNESSES

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Susan H. Moseley and Alicia M. Riggans

being severally duly sworn, depose and say that:

We are acquainted with **Annie Lamb Fly**, who executed this annexed Last Will and Testament, consisting of ten (10) pages, dated May 28, 1998, at Nashville, Tennessee, by subscribing her name at the end thereof in the presence and sight of each of us.

At the time of subscribing such Last Will and Testament, **Annie Lamb Fly** declared the instrument so subscribed by her to be her Last Will and Testament and we thereupon signed our names as witnesses at the end of such instrument at his request and in her presence and sight, and in the presence and sight of each other.

At the time of executing such Last Will and Testament, **Annie Lamb Fly** was over the age of eighteen (18) and in our opinion was of sound mind, memory and understanding and not under any restraint or in any respect incompetent to make a Last Will and Testament.

This Affidavit is made at the request of **Annie Lamb Fly**.

The annexed Last Will and Testament was examined by the undersigned at the time this affidavit was made.

Susan H. Moseley

Alicia M. Riggans

SWORN TO AND SUBSCRIBED before me, this 28th day of May, 1998.

Notary Public

My Commission Expires: 3/27/98.