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Batch# 126488 WILL
08/08/2018 03:40:02 PM 23 pgs
Fees: $117.00 Taxes: $0.00
20180808-0078149

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. **18P1330.**

ESTATE OF GERTRUDE WIECZERZA

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 8th day of August in the year Two Thousand and Eighteen.

RICHARD R. ROOKER CIRCUIT COURT CLERK

RICHARD R. ROOKER, Clerk

By: _____
Deputy Clerk

18P 1330 12/1957

FILED
AUG -8 2018
RICHARD R. ROOKER, CLERK
By

LAST WILL

OF

GERTRUDE ELIZABETH WIECZERZA

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WILL

OF

GERTRUDE ELIZABETH WIECZERZA

I, GERTRUDE ELIZABETH WIECZERZA, of Davidson County, Tennessee, declare the following to be my Last Will, and I hereby revoke any and all of my prior wills.

I. DISPOSITION OF ESTATE.

A. Payment of Final Expenses. I direct my Personal Representative to pay out of my estate, as soon as is practicable, all of my legally enforceable debts, the expenses of my last illness and funeral, and the cost of a suitable marker for my grave.

B. Payment of Taxes.

(1) Except as otherwise specifically provided below, upon my death, my Personal Representative shall pay (a) any and all taxes owing by me at my death, including, but not limited to, federal or state income, gift or property taxes (including interest and penalties, if any), and (b) all taxes lawfully imposed by reason of my death, including federal estate taxes, state estate or inheritance taxes, federal, state, or foreign country transfer or succession duties (including interest and penalties, if any) predicated upon my death as the taxable event, but not including generation-skipping transfer taxes. Notwithstanding the above, any tax imposed under Chapter 13 of the Internal Revenue Code on property transferred by me as a "direct skip," as defined in Section 2612(c) of such Code, shall be paid by the Personal Representative from my estate, and any such tax shall not be deducted from or reduce the gift, bequest or devise which constitutes a "direct skip."

(2) My Personal Representative shall not pay from my estate any additional estate or inheritance taxes imposed by reason of the inclusion in my estate (for tax purposes) of the value of any property over which I have a power of appointment which I have not effectively exercised. Such additional taxes shall be paid from such property, by the person or entity holding such property.

(3) My Personal Representative shall not be required to pay any state inheritance tax which has not been assessed prior to the date of approval of the final settlement of my estate, it being my intention that the probate administration of my estate not be extended because of any such tax which cannot be determined as of the date of my death.

(4) Any taxes paid pursuant to this paragraph shall be charged against the assets in my estate remaining after payment of all gifts, bequests and devises which are deductible for tax purposes and the payment of all gifts, bequests and devises of a specific sum of money or of specific property.

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(5) All actions taken by my Personal Representative in the exercise of the discretion and powers granted in this paragraph shall be conclusive and binding upon all parties in interest. All other provisions of this Will providing for the distribution of my estate shall be subject to the right of my Personal Representative to withhold any such distribution, in whole or in part, pending a final determination of the taxes to be paid under the provisions of this paragraph.

C. **Tangible Personal Property**.

(1) If, at the time of my death, I shall have prepared a written statement or list disposing of specific items of tangible personal property, whether written before or after the execution of this Will, I direct that such list govern the division or distribution of such items of tangible personal property.

(2) All other articles of tangible personal property which I may own at the time of my death, including, but not limited to, automobiles, books, pictures, silverware, china, crystal, household furniture and furnishings, all other articles of household use, clothing, jewelry and all other articles of personal use or adornment, not including, however, any stamps, currency, coins, gems, gold or silver bullion, or other tangible personal property held primarily for investment, or used or held for sale in a business, I give and bequeath to daughter, **KATHERINE A. WIECZERZA**, if she survives me, or if not, to my friend, **JOANNE LYNN WRIGHT**, if she survives me, or if not, to my grandson, **WILLIAM GRISHA JOSEPH WIECZERZA**, if he survives me, or if not, to my then living children living at the time of my death, in such shares of substantially equal value as they shall agree. If no such agreement can be reached by my children within ninety (90) days after my death, then my tangible personal property shall be distributed in such substantially equal shares as my Personal Representative, in the sole and absolute discretion of my Personal Representative, shall determine. If all of my children predecease me, I give such other tangible personal property to my descendants, but if all of my descendants predecease me, such tangible personal property shall be distributed as part of my residuary estate.

(3) If any beneficiary is a minor at the time of my death, the interest of such beneficiary in any such tangible personal property shall be delivered by my Personal Representative to the Trustee under the Trust Agreement, to be held for the use and benefit of such beneficiary under the terms and conditions provided in the Trust Agreement.

D. **Residuary Estate**. The remainder of my estate shall be held by the Trustee as the Wieczerza Family Trust if any of my daughter, **KATHERINE A. WIECZERZA**; my friend, **JOANNE LYNN WRIGHT**; my grandson, **WILLIAM GRISHA JOSEPH WIECZERZA**; or any of his descendants are then living, the provisions of which are further provided in Article II of this Will. However, if none of my beneficiaries survive me, the remainder of my estate shall be distributed pursuant to Article III.

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II. TRUST PROVISIONS.

A. **Wieczerza Family Trust**. The Trustee shall hold, administer and distribute the trust estate of the Wieczerza Family Trust for the benefit of my daughter, KATHERINE A. WIECZERZA; my friend, JOANNE LYNN WRIGHT; my grandson, WILLIAM GRISHA JOSEPH WIECZERZA; or any of his descendants (individually referred to as a "Beneficiary" and collectively referred to as the "Beneficiaries") in accordance with the following provisions.

(1) **Distribution of Income from Wieczerza Family Trust**. The Trustee may pay to or use and apply for the benefit of any one or more of the Beneficiaries all or any part of the net income of such trust estate as necessary for the health, education, maintenance and/or support in the accustomed manner of Beneficiaries (with no requirement as to equality or any pro rata scheme of distribution). Any net income not distributed shall be added to the principal of the respective trust estate, at least annually.

(2) **Distribution of Principal From Wieczerza Family Trust**. If, at any time and from time to time during the continuance of this trust, the Trustee shall determine that (a) a Beneficiary is in need of funds in excess of the net income which is available for distribution from the trust (taking into consideration all other sources of support which each such Beneficiary has to the knowledge of the Trustee) and (b) such funds are needed for such Beneficiary's health, education, maintenance and/or support in the accustomed manner of living of such Beneficiary, then the Trustee may distribute such amounts of the principal of such trust estate as necessary to relieve any such need, in whole or in part.

(3) **Termination of Wieczerza Family Trust**. The Wieczerza Family Trust shall terminate upon the last to die of (i) my daughter, KATHERINE A. WIECZERZA, and (ii) my friend, JOANNE LYNN WRIGHT. Upon the termination of this trust, the then remaining trust balance shall be distributed outright and free of trust to my grandson, WILLIAM GRISHA JOSEPH WIECZERZA, if he has then attained the age of thirty-five (35). If at such time WILLIAM GRISHA JOSEPH WIECZERZA has not attained the age of thirty-five (35), the remainder of this trust shall be held in a Contingent Trust, the provision of which are herein, for the benefit of WILLIAM GRISHA JOSEPH WIECZERZA.

B. **Contingent Trusts**. If, (i) as a result of a distribution pursuant to Paragraph A, above, or Article III, or (ii) upon termination of a Contingent Trust created under this Article, any beneficiary would otherwise become entitled to an outright distribution while such beneficiary is under age thirty-five (35), the Trustee shall hold such distribution as the trust estate of a separate Contingent Trust for the use and benefit of such beneficiary as provided below:

(1) **Distribution of Income**. The Trustee may pay to or use and apply for the benefit of the beneficiary all or any part of the net income of the trust estate as necessary for the health, education, maintenance and/or support in the accustomed manner of living of such beneficiary. Any income not so used shall be added to the principal of the trust estate, at least annually.

(2) **Distribution of Principal**. If, at any time and from time to time during the continuance of the trust, the Trustee shall determine that (a) the beneficiary is in need of funds in excess of the income which is available for distribution to such beneficiary (taking into

consideration all other sources of support which the beneficiary has to the knowledge of the Trustee) and (b) such funds are needed for such beneficiary's health, education, maintenance and/or support in his or her accustomed manner of living, then the Trustee may distribute such amounts of the principal of the trust estate as necessary to relieve any such need, in whole or in part.

(3) **Termination of Trust**. Each Contingent Trust shall terminate as follows:

(a) When the beneficiary for whom the trust is created becomes age thirty-five (35), the Trustee shall distribute to the beneficiary all the remaining principal and accumulated income of his or her trust estate.

(b) If the beneficiary for whom the trust is created should die before age thirty-five (35), the trust shall terminate upon such beneficiary's death, and the remaining principal and accumulated income of his or her trust estate shall be distributed to such one or more of the beneficiary's descendants, in such portions, amounts and manner, as the beneficiary may appoint by a Will or other written instrument, signed and acknowledged, which specifically refers to this power of appointment. If or to the extent this power of appointment is not effectively exercised, the trust estate shall be distributed, subject to the Contingent Trust provisions of this Article, to the beneficiary's descendants, but if the beneficiary has no living descendants, the trust estate shall be distributed in equal shares to the beneficiary's brothers and sisters who are descendants of an ancestor of mine, with the share for any deceased brother or sister being created only if he or she has living descendants, in which case the share for such deceased brother or sister shall be distributed to his or her descendants. If none of these persons is living, the trust estate shall be distributed to the descendants of the beneficiary's nearest ancestor who is a descendant of an ancestor of mine and who has descendants then living. If none of these persons is living, such property shall be distributed to my descendants, but if I have no living descendants, then pursuant to the following Article of this Will.

III. CONTINGENT DISTRIBUTION TO HEIRS. Any distribution to be made pursuant to this Article shall be made to the individuals who would be entitled to my property under the laws of descent and distribution of the State of Tennessee, in force on the date Will is signed, had I died intestate possessed of such property on the date the distribution is to be made, with the shares of taking determined by such laws.

IV. FIDUCIARIES.

A. Appointment of Personal Representative.

(1) I hereby appoint my daughter, **KATHERINE A. WIECZERZA**, as the Personal Representative of my estate. In the event **KATHERINE A. WIECZERZA** should fail or cease to act as a Personal Representative of my estate, I hereby appoint my attorney, **DAVID E. HELLER**, as successor Personal Representative of my estate.

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(2) The term "Personal Representative", as used in this Will, shall be deemed to include the terms "executor" or "administrator" if those terms are used in the statutes of any state which has jurisdiction over all or any portion of my estate. The term shall include Co-Personal Representatives when two or more Personal Representatives have been nominated and are acting as such. Every title, estate, right and discretion vested in or conferred upon the Personal Representative of my estate shall likewise become and be vested in, and may be exercised by, a successor Personal Representative. I request that my Personal Representative be allowed to qualify thereas without providing a bond. Additionally, I specifically waive and excuse my Personal Representative from the filing of my estate's inventory, pursuant to Tennessee Code Annotated Section 30-2-301, and the filing of any accounting of my estate, pursuant to Tennessee Code Annotated Section 30-2-601(a)(1), with any court. I furthermore extend such waiver and excuse to any state in which my Will is probated if the state allows for such waiver and excuse.

B. **Independent Administration**. To the full extent permitted by law, I hereby authorize my Personal Representative to administer my estate without adjudication, order or supervision of the Probate Court or other court having jurisdiction over my estate. In the event of such independent administration, my Personal Representative shall have, in addition to the powers specifically granted my Personal Representative in this Will, the rights and powers permitted independent personal representatives by the laws of my state of domicile effective with respect to such administration.

C. **General Powers of Personal Representative**. In addition to all the powers granted to my Personal Representative under applicable state law (including, but not limited to, all of the powers described in Sections 35-50-109 and 35-50-110 of the Tennessee Code Annotated, as amended or restated from time to time, to the extent applicable and except as otherwise amended or modified herein), I grant to my Personal Representative the following rights and powers with respect to my estate, all to be exercisable by my Personal Representative without order of the Probate Court or other court having jurisdiction over my estate:

(1) To sell, dispose of, manage and operate all and any property, real or personal, constituting my estate which is not specifically devised or bequeathed in this Will;

(2) To incur such expenses in the administration of my estate as my Personal Representative may deem necessary and proper;

(3) To adjust any claims which may be due to or by me or due to or by my estate, upon such terms as my Personal Representative may deem proper; and

(4) To invest any funds coming into my Personal Representative's hands in such securities or other property as my Personal Representative may select, whether or not of the class or kind usually permissible for estates.

(5) I further direct that my Personal Representative shall have, without limitation or exception, and whether or not specifically enumerated in this Article, the same

powers of management, investment and control of the assets of my estate as are granted to the Trustee under the Trust Agreement with respect to the assets of any trust estate.

D. **Tax Elections**. I authorize my Personal Representative, in the sole discretion of my Personal Representative, to elect any one or more of the following, which decision shall be binding and conclusive upon all parties in interest:

(1) **Optional Valuation**. Taking into account both estate and income tax consequences, to elect or to fail to elect an optional valuation date in determining the value of my gross estate for federal estate tax purposes.

(2) **Basis Allocation**. To allocate any basis increase otherwise allowed under Section 1022(b) of the Internal Revenue Code, including any subsequent Section of the Internal Revenue Code, to any property owned by me at my death in such portions, amounts and manner as my Personal Representative shall determine, even if such allocation should benefit my Personal Representative. Any allocation made by my Personal Representative shall be binding and conclusive upon all parties in interest. In addition, my Personal Representative shall be indemnified and reimbursed from my estate for any loss, damage, liability or expense incurred or sustained by such Personal Representative, in a fiduciary capacity, by reason of any allocation made by my Personal Representative.

(3) **Administration Expenses**. To take all or any portion of administration expenses either as a deduction for estate tax purposes or as a deduction for income tax purposes, in such manner as my Personal Representative, in the sole discretion of my Personal Representative, may determine, regardless of the fact that the federal estate tax liability of my estate is thereby increased or that the interests of any beneficiaries may be affected.

(4) **Generation-Skipping Tax Exemption**. To allocate any portion of my exemption under Section 2631(a) of the Internal Revenue Code, or any successor provision in effect at the time of my death, to any property with respect to which I am the transferor, including any property transferred by me during life with respect to which an allocation had not been made prior to my death, and to make such elections as my Personal Representative may deem advisable with respect to such exemption.

E. **Ancillary Administration**. If ancillary administration of my estate, outside my state of domicile, shall be deemed necessary or advisable by my Personal Representative, my Personal Representative shall have the right to act as ancillary administrator, or to appoint an attorney-at-law licensed to practice in the state in which such ancillary administration is to take place or a bank or trust company, having net assets under management of not less than One Hundred Million Dollars ($100,000,000) at the time of such appointment, authorized to do business in such state, as the ancillary administrator of my estate, with such bond, if any, as my Personal Representative, in the sole discretion of my Personal Representative, shall determine.

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F. **Appointment of Trustee.**

(1) I hereby appoint my friend, **ROBERT EUGENE STONE, III**, of Gwinnett County, Georgia, as Trustee of the Wieczerza Family Trust or any Contingent Trust created herein.

(2) At any time after qualifying as Trustee, any individual acting as Trustee may appoint a successor Trustee to act in his or her place, either immediately or in the future upon any stated contingency, but any such appointment shall be effective only if no other successor Trustee would then be acting under the above provisions.

(3) The Trustee or Trustees acting at any given time (acting jointly if more than one) may appoint one or more Co-Trustees.

(4) If at any time with respect to any trust if there is no Trustee acting and no successor has been appointed, the primary income beneficiary if not incapacitated, or if so, a majority of the income beneficiaries of such trust estate, as the case may be (or his, her or their parent or legal or natural guardian or guardians, if any such beneficiary is then under a legal disability), shall appoint a successor corporate Trustee of such Trust.

(5) The term "Trustee" as used in this Will, shall include Co-Trustees when more than one Trustee has been appointed and is acting as such, and shall also include any and all successor Trustees. Every title, estate, right and discretion vested in or conferred on the Trustee of any trust shall likewise become and be vested in, and may be exercised by, any successor Trustee and by a Co-Trustee continuing to act as the Trustee of such trust.

(6) The appointment of any successor Trustee or Co-Trustee pursuant to this Article shall be in writing and shall become effective upon the filing of such successor's written acceptance of such appointment with (a) the records of the trust, (b) the remaining Trustee, if any, and (c) the income beneficiary or beneficiaries of such trust (or his, her or their parent or legal or natural guardian or guardians, if any such beneficiary is then under a legal disability).

(7) Any corporation which by merger, consolidation, purchase or in any other manner succeeds to the fiduciary business of a corporate Trustee or Co-Trustee then acting under this Will shall, without further action, become the corporate Trustee or Co-Trustee of such trust estate.

G. **Resignation of Trustee**. Any Trustee may resign as the Trustee of any trust at any time, upon the giving of thirty (30) days' written notice of such Trustee's intention to resign, duly signed and delivered to the income beneficiary or beneficiaries of such trust and to the Co-Trustee or successor Trustee of such trust. Upon such resignation, the Trustee shall deliver to the Co-Trustee or successor Trustee all of the property and assets of the trust estate in the possession or under the control of such resigning Trustee. After full settlement of such Trustee's accounts, the resigning Trustee shall stand fully discharged and released from any further liability or responsibility under this Will.

H. **Removal of Trustee**. At any time, and from time to time, the primary income beneficiary, if not incapacitated, or if so, a majority of the income beneficiaries, as the case may

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be (with the legal or natural guardian or guardians acting for any such beneficiary who is under a legal disability), of any trust estate may remove any Trustee (other than my spouse) and, if no corporate Trustee would then be acting, shall designate any corporate fiduciary (meeting the requirements provided below) as successor Trustee of such trust estate, by notice in writing to such Trustee accompanied by the appointment of and acceptance by the successor corporate Trustee. Such removal and appointment shall be without hearing or order by any court.

I. **Trustee Ceasing to Serve; Determination of Disability**. A person serving as Trustee shall be deemed to have failed, declined or ceased to serve as Trustee in the event of the death, resignation, removal, or disability of that person. Disability of a Trustee shall mean a person whose ability to receive and evaluate information effectively, or to communicate decisions, or both, is impaired to an extent that the person cannot exercise a reasonable degree of care with regard to the duties of Trustee, or who cannot take any requisite actions due to involuntary detention or disappearance. An involuntary detention or disappearance of the Trustee shall be determined by an affidavit of at least two persons with knowledge regarding the same. The disability of a Trustee shall be determined by such person's regular attending physician or physicians; or if none, by any physician who has examined or treated such person for the mental or physical condition causing the incapacity or disability. A written report signed by such physician or physicians stating that the Trustee is disabled under the foregoing definition shall act as sufficient evidence as to such person's disability.

J. **Who May Be Appointed**. Except as otherwise specified by this Article, a Trustee, Co-Trustee or successor appointed under this Article shall be an independent Trustee who is defined as being either an independent individual, or must be a bank or trust company having net assets under management in excess of One Hundred Million Dollars ($100,000,000) at the time of appointment. However, nothing in this Paragraph shall limit the power of the Grantor to appoint any individual, bank or trust company as Co-Trustee or successor Trustee. An independent individual Trustee is an individual that is not (i) related to the Grantor or the primary beneficiary of such trust, or (ii) a subordinate of the Grantor or the primary beneficiary of such trust, as such term is defined in Section 672(c) of the Internal Revenue Code.

K. **Majority of Trustees May Act**. A majority decision of the then acting Co-Trustees of any trust estate shall be the decision of all of the then acting Co-Trustees, and shall bind such trust estate as fully as though it had been a unanimous decision of the Co-Trustees. However, any Co-Trustee not consenting to such majority decision shall incur no liability for, nor have any responsibility for, any action taken or omitted to be taken as a result of any such majority decision.

L. **Bond Not Required**. No fiduciary acting under this Will shall be required to give bond for the faithful performance of his, her or its duties; except as may otherwise be requested by my Personal Representative in connection with any ancillary administration.

M. **Fiduciary's Authority Presumed**. No person dealing with any fiduciary acting under this Will shall be obligated to see to the application of any money, securities or other property paid or delivered to such fiduciary, nor to inquire into the authority of such fiduciary to enter into and consummate any transaction or take any other action.

N. **Fiduciary's Liability for Own Actions**. No fiduciary acting under this Will shall be liable for any mistake in judgment in the making or retaining of investments, or any other discretionary decision made, so long as any such decision is made in good faith.

O. **Fiduciary's Liability for Actions of Predecessor**. No fiduciary acting under this Will shall have any liability for the acts or omissions to act of any predecessor fiduciary, nor any obligation to audit the accounts of any predecessor fiduciary. No fiduciary shall be entitled to any acceptance fee or other additional compensation for auditing or investigating the accounts of such predecessor fiduciary.

P. **Fiduciary Indemnified**. Any individual acting as a fiduciary under this Will shall be indemnified and reimbursed from my estate for any loss, damage, liability or expense incurred or sustained by such fiduciary, in an individual or fiduciary capacity, by reason of any act or failure to act of such fiduciary for or on behalf of and in furtherance of my estate. However, the protection provided by this paragraph shall not apply to any loss, damage, liability or expense incurred or sustained by reason of gross negligence or willful malfeasance of the fiduciary.

Q. **Trustee's Liability as General Partner**. The liability of the Trustee as a general partner in any specific partnership shall be limited to the assets which comprise the trust estate; and (1) the partnership, the other partners, all parties owning an interest in the partnership and all parties dealing with the partnership shall look solely to the trust estate for the payment of all claims, indebtedness and liability of the partners or the partnership and for the performance of any covenant or obligation, express or implied, of the partners or the partnership, (2) neither the Trustee nor the beneficiaries of the trust estate shall be liable for the debts, claims and liabilities of the partners or partnership or for the performance by the partners or partnership of any covenants or obligations except to the extent of the trust estate, and (3) the Trustee and such beneficiaries shall have no personal liability of any kind in connection with any such partnership and shall be indemnified by the trust estate to the extent any such liability is imposed.

R. **Accountings**. If requested by any income beneficiary, but in any event not more often than annually, the Trustee shall render to each income beneficiary (which shall be given to the parent or legal or natural guardian, or other person having custody, of each income beneficiary under a legal disability) of each trust estate created under this Will, annual statements of the transactions of such trust estate, which requirement may be satisfied by delivering to each such income beneficiary or his or her guardian a copy of the federal income tax return for the trust for such period. Except as provided in this paragraph, and to the maximum extent permitted by law, I hereby relieve the Trustee from any obligation, whether pursuant to state statute or otherwise, to render accountings for any trust created under this Will.

S. **Compensation**. Each individual shall be entitled to receive reasonable compensation for his or her services as a fiduciary acting under this Will, and shall be reimbursed for the reasonable and necessary expenses incurred in the performance of his or her duties as such. Any corporate fiduciary shall be entitled to reimbursement for expenses and to receive compensation for its services as a fiduciary under this Will in accordance with its published schedule of fees in effect at the time such expenses are incurred or such services are rendered, or a lower amount as otherwise negotiated.

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T. **Custody of Assets**. While two or more Personal Representatives are acting, the corporate Co-Personal Representative, if any, shall have the right to custody of all estate assets and shall keep the records of the estate. If no corporate Co-Personal Representative is acting, custody of estate assets and the estate records shall be kept by any one or more of the Personal Representatives.

V. TRUSTEE POWERS.

A. **General**. Except as otherwise specifically provided in this Will, the Trustee of each trust estate shall have full power and authority to do any and all things necessary or proper to manage, control, invest and reinvest the assets constituting the trust estate, consistent with the provisions of this Will and of applicable law, in the same manner as if the Trustee were the fee simple owner of the trust estate. The Trustee of any such trust estate shall have the power to enter into any covenants or agreements binding the trust estate, regardless of whether said covenants or agreements extend beyond the termination of such trust estate.

B. **Fiduciary Nature of Powers**. Notwithstanding any other provision of this or any other Article of this Will, all discretions, powers and authority shall be exercised by the Trustee in a fiduciary capacity, prudently and exclusively in the interest of the beneficiaries.

C. **Enumerated Powers**. In addition to all powers granted to trustees under applicable state law including, but not limited to, all of the powers described in Sections 35-50-109 and 35-50-110 of the Tennessee Code Annotated, as amended or restated from time to time, to the extent applicable and except as otherwise amended or modified herein, the powers of management, control and investment conferred upon the Trustee of each trust estate shall include, but shall not be limited to, the following rights, powers, obligations, duties, authorities, privileges and immunities, any or all of which may be exercised by the Trustee at any time, or from time to time:

(8) **Transactions**. To sell, exchange, lease (for terms extending beyond the termination of the trust or otherwise), rent, mortgage, pledge, assign, transfer or otherwise dispose of all or any part of the trust estate upon such terms and conditions as the Trustee shall determine.

(9) **Investments**. To invest and reinvest all or any part of the trust estate in such stocks (common and preferred), bonds, notes, debentures, certificates, instruments, bank accounts (including savings accounts, time certificates of deposit or any other type of account in any bank, savings and loan association or other financial institution), mutual fund shares, shares or participations in any common trust fund, securities, repurchase agreements from any savings institution, financial institution or bank, and in any other property, real or personal, whether or not any such instrument is of the class or kind ordinarily approved or held to be lawful for the investment of trust funds, as the Trustee may, in the absolute discretion of the Trustee, select, including the investment and reinvestment of trust assets in or with the corporate Trustee, or any affiliate of the corporate Trustee; to make and change any such investments from time to time according to the discretion of the Trustee; to continue to hold any stock, securities or other property which the Trustee may receive, as an addition to any trust estate; to make or retain any

such investment without regard to whether or not such investment constitutes a disproportionate amount, or all, of the trust estate and without liability on the part of the Trustee for failure to diversify; and to invest any part of the trust estate in property located outside the my state of domicile, including property located outside the United States of America.

To retain, trade and speculate in any real, personal or mixed property as the Trustee deems advisable, wherever situated, including, but not limited to: (a) any one or more or all commodities regularly traded on exchanges in or outside the United States, in either spot or future contracts, claims, straddles, spreads or any other type of commodity contract, whether long or short; (b) puts, calls and straddles in any domestic or foreign securities or listed and traded on regulated securities exchanges and short sales of such contracts and of securities; (c) interests in oil, gas, coal, gravel, sand, sulfur, precious stones, metals and their ores, including but not limited to iron, aluminum, copper, silver, platinum, uranium and gold, if not prohibited by law, and any other mineral and timber rights, royalties, leases and payments; (d) any interests in breeding or dairy cattle, hogs, sheep or other animals; (e) postage stamps, coins, jewelry, rare books, paintings, statues, sculptures, antiques, curios, and other art objects; (f) aircraft, ships, railroad locomotives and cars, buses, antique automobiles and other vehicles; and (g) foreign currencies, including future contracts, whether long or short.

(10) Title to Assets. To cause the securities or other property which may comprise the trust estate, in whole or in part, to be registered in the name of the Trustee, or in the name of the Trustee as Trustee, or in the name of a nominee or nominees without disclosing the trust, or (in the case of securities) to take and keep the same unregistered and to retain them or any part of them in such manner that they will pass by delivery. However, in no event shall any such registration or holding by the Trustee relieve the Trustee of liability for the safe custody and proper disposition of such trust property in accordance with the terms and provisions of this Will.

(11) Brokerage Accounts. To open and maintain one or more separate brokerage accounts (including but not limited to margin, cash or other types) as the Trustee deems necessary for the proper investment of the securities of the trust estate; and to instruct any broker or brokerage firm utilized by the Trustee to open and maintain such separate brokerage accounts.

(12) Securities. To exercise all conversion, subscription, voting and other rights of any nature pertaining to any securities of any corporation held as a part of the trust estate (including securities of the corporate Trustee, or any affiliate of such corporate Trustee); to grant proxies, discretionary or otherwise, in respect of such securities; to vote to elect the Trustee or any person affiliated with, employed by or related to the Trustee as a director of any such corporation; as officer or director of any such corporation, to vote to have such corporation employ and pay the Trustee or such person compensation either as an officer, director or employee of such corporation (or in any one or more of such capacities); and to take all actions as the Trustee may consider necessary or desirable in complying with applicable securities laws and regulations.

With respect to securities constituting any part of the trust estate, to: (a) give investment letters and other assurances in connection with the acquisition of any securities, and rely upon advice of counsel in disposing of any securities subject to investment letters or other restrictions;

(b) in making a sale of any securities constituting all or any part of the trust estate, engage in transactions not involving a public offering, and engage alone, and participate with others, in secondary offerings, combinations of new issue and secondary offerings and other public offerings; (c) make an offering of securities on a bid basis; (d) participate in listing any securities on any stock exchange; (e) exercise registration rights, and participate in preparing and filing registration statements and amendments; (f) select investment bankers or other underwriters in connection with any offering on the basis of ability and reputation and not solely on the basis of compensation to be paid; (g) enter into letters of intent and underwriting agreements on any reasonable basis including a firm commitment, best efforts, or all-or-none arrangement; (h) agree to compensate underwriters in one or more methods including cash, underwriting spread or discount, warrants and non-reimbursable expense allowances, and grant rights of refusal on subsequent offerings; (i) retain securities counsel, experienced accountants and other consultants in connection with any offering; (j) pay out of the proceeds of any offering, or out of any other property of such trust, all reasonable expenses incurred in connection with such an offering of securities, including printing and engraving expenses, counsel fees, accountants' fees, consultants' fees and filing fees; (k) make representations, warranties and undertakings which are reasonably necessary in making any offerings; (l) make all necessary filings with regulatory agencies and prepare and file notifications and offering circulars; (m) give indemnifications against liabilities in connection with any offering, including those arising or alleged to arise out of false and misleading statements, material omissions, misrepresentations and mistakes under the Securities Act of 1933, the Securities Exchange Act of 1934, any amendatory or supplemental Federal legislation, and any corresponding state legislation; (n) acquire insurance against such liabilities in the gross amount of any offering, and pay the costs of such insurance out of the trust estate; (o) make exempt distributions of securities in broker's transactions or otherwise, engage in transactions which are not considered to be distributions, and give all notices and provide all information required to lawfully engage in such transactions; (p) accept and act upon, or reject and oppose, tender offers and exchange offers; (q) comply fully with the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, any amendatory or supplemental Federal legislation, and any corresponding state legislation; (r) apply for, obtain and rely upon no-action letters from the Securities and Exchange Commission and similar types of opinions from corresponding state regulatory agencies; and (s) obtain and rely upon opinion of counsel for any issuer of securities that a proposed transaction is an exempt transaction or that a security is an exempt security. As used in this subparagraph, the terms "security", "securities", "exempt", "distribution", "offering" and "public offering" shall be construed in accordance with the Securities Act of 1933, the Securities Exchange Act of 1934, any amendatory or supplemental Federal legislation, and any corresponding state legislation.

(13) **Principal and Income Determinations**. To determine whether any money or other property coming into the hands of the Trustee shall be considered as a part of the principal or income of the trust estate, and to apportion between such principal and income any loss or expenditure in connection with the trust estate as the Trustee deems just and equitable. In exercising this power, the Trustee shall specifically have the right to (a) create and maintain a reserve for depreciation and/or depletion, and (b) allocate to any beneficiary for any fiscal year capital gains incurred during such fiscal year. In the event the Trustee shall distribute to any beneficiary any amount which the Trustee estimates will be the income of the trust, and it is subsequently determined that the Trustee was incorrect in so doing, the Trustee shall make proper adjustment thereafter to correct such error as soon as the same can conveniently be done.

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To the extent the Trustee does not exercise this discretionary power, any allocation between income and principal shall be governed by applicable state law.

However, (a) all distributions representing capital gains received from the sale of securities held by regulated investment companies, real estate investment trusts or mutual funds, shall be allocated to principal, (b) the entire net income of all securities at any time held as a part of the trust estate shall be applied to the use of the beneficiary for whom they are held, irrespective of the price paid for them, (c) premiums paid for trust securities shall not be amortized out of income and (d) additions to income shall not be made because of the purchase of securities at a discount. In addition, refinancing distributions, condemnation awards, sales of capital assets, or liquidation distributions shall be considered principal.

(14) Receipts and Settlements. To collect, receive and give acquittances for all income, rent and profits of the trust estate, and to compromise and adjust any claims which the trust estate, or the Trustee, may assert against others, or which others may assert against the trust estate or the Trustee.

(15) Agents and Employees. To employ agents, attorneys, corporate custodians, and investment counsel to be selected by the Trustee, if the Trustee deems such employment to be in the best interest of the trust estate, and to pay such agents, attorneys, corporate custodians and investment counsel reasonable compensation out of the trust estate.

(16) Administration Expenses. To pay out of the trust estate all reasonable costs and expenses of administering the trust estate, all fees lawfully due to the Trustee as such, and any and all other necessary or proper expenses.

(17) Additions to Trust Estate. To accept by gift, devise, transfer or conveyance additional property, satisfactory to the Trustee, from any source, to be added to and become a part of the trust estate, subject to all of the terms and conditions provided in this Will.

(18) Cash. To maintain in the trust estate an amount or amounts of uninvested cash as may appear to the Trustee, from time to time, to be reasonably necessary to provide for future payments to be made from the trust estate.

(19) Loans and Guaranties. To loan money to or borrow money from any person or entity (including the Trustee, or any affiliate of such Trustee), from time to time, upon such terms and conditions and for such period or periods of time as the Trustee, in the Trustee's discretion, deems proper; to repay or provide for the repayment of any borrowed funds from the principal or the income of the trust estate, in the discretion of the Trustee; to collect or provide for the collection of any loaned funds; to secure the repayment of any borrowed funds by mortgage, deed of trust or pledge of all or any portion of the trust estate; to execute or continue any guaranty of any loan to or for the benefit of the trust estate or any beneficiary; and to secure the obligations of any guaranty by mortgage, deed of trust or pledge of all or any portion of the trust estate.

(20) Transactions with Others. To hold as an asset of the trust estate an undivided interest in property in which any other person (including, but not limited to, any other trust estate of which the Trustee may also be Trustee) has an undivided interest, and to deal with

any other such trust estate and, in the discretion of the Trustee, to obligate the trust estate jointly with any other such trust estate, and to commingle the funds and assets of the trust estate with those of any other trust estate, provided the Trustee shall keep and maintain full and accurate records reflecting the interest of each such trust estate.

(21) **Merger of Trusts**. To merge any trust estates being held for the benefit of the same beneficiary (under this or any other instrument and regardless of whether or not the grantors are the same) into one single trust estate, if, in the opinion of the Trustee (a) the terms of such trusts are substantially identical, or (b) such a merger can be effected without materially adversely affecting the interests of such beneficiary or beneficiaries.

(22) **Custodian for Minor Beneficiary**. In the sole and absolute discretion of the Trustee, to appoint a custodian for any minor beneficiary under the Uniform Transfers to Minors Law (or any similar law) of any state, and pay over and deliver to such custodian, free from trust, all or any portion of any distribution from such minor beneficiary's share of the trust estate. The receipt of such custodian shall fully discharge the Trustee from any further liability with respect to any such distribution.

(23) **Deferral of Final Distribution**. After termination of any trust, to defer the distribution of the trust estate for a reasonable period of time, in the discretion of the Trustee, until all matters pertaining to such trust estate have been settled. Meanwhile, the Trustee may continue to exercise all powers of sale, investment and other powers conferred upon the Trustee, until final distribution of such trust estate.

(24) **Early Termination of Trust**. Subject to any express limitation provided with respect to the trust estates, or any specific trust estate, created under this Will, the Trustee (other than a Trustee who is an income beneficiary) may terminate any trust estate or merged trust estate and distribute the property then constituting such trust estate, free from trust, to the income beneficiary or beneficiaries of such trust estate (and in the case of a minor income beneficiary, to a custodian for such beneficiary under the Uniform Transfers to Minors Law or any similar law of any state) if, as and when the fair market value of such property is not sufficient, in the opinion of the Trustee, to make it economical, prudent or wise to continue to administer such trust estate as a separate trust estate.

D. **Satisfaction of Monetary Amounts**. Except as otherwise specifically provided in this Will, (1) any allocation or distribution of a specific monetary amount which is to be made by the Trustee may be made in one or more allocations or distributions, in cash or in kind (i.e., in the form of a whole or partial undivided interest in one or more specific properties, real, personal, or mixed) or partly in cash and partly in kind and with or without being made subject to liabilities (pre-existing or newly created), all in the respective sole discretion of such Trustee; and (2) any allocation or distribution of a fractional share of the assets of any part of any trust estate need not be pro rata nor include any particular asset, but rather may be composed of such assets and made subject to such liabilities (pre-existing or newly created), if any, pro rata or not, as the Trustee, in the exercise of the sole discretion of the Trustee, shall determine. However, as of the effective date (or dates) of any such allocation or distribution, the net fair market value of the assets and liabilities comprising such allocation or distribution shall represent the specific monetary amount or proper fractional share of the then net fair market value of the whole, as the

case may be, which such allocation or distribution is to satisfy.

E. **Life Insurance on Life of Trustee**. Notwithstanding any other provision of this Will, any power, authority or discretion with respect to any policy or policies of insurance held in a trust estate and insuring the life of a person who is acting as Trustee of such trust estate, shall be exercisable only by the Trustee or Trustees other than the insured Trustee. If no other Trustee is then acting, the next successor Trustee shall exercise any such power, authority and discretion with respect to any such policy or policies. In no event shall such power be exercised by the insured Trustee.

F. **Actions by a Co-Trustee**.

(1) **Delegation of Non-Discretionary Powers**. While there are two or more Co-Trustees acting as to any trust, such Co-Trustees may, by written instrument filed with the records of the trust, delegate to any one or more of the Co-Trustees the power to take, for and on behalf of the Co-Trustees and the trust estate, any or all such acts of a ministerial and non-discretionary nature as are specified in such instrument, and may likewise terminate such delegation at any time. Any third party dealing with the Co-Trustees of the trust estate shall be fully protected in relying upon an original or a copy of such instrument unless and until notified of its termination.

(2) **Delegation to Corporate Trustee**. Any individual who is acting as Co-Trustee with a corporate Co-Trustee may, at any time and from time to time, by written instrument delivered to the corporate Co-Trustee, delegate to the corporate Co-Trustee the full and complete power or authority to exercise any or all of the powers and authorities given to the Trustee under this Will, and may likewise terminate such delegation at any time. During the period of any such delegation, the delegating Co-Trustee shall incur no liability or responsibility for any act or omission of the corporate Co-Trustee.

VI. DEFINITIONS AND GENERAL PROVISIONS.

A. **Survivorship**. Any beneficiary under this Will who dies within ninety (90) days after my death shall be considered to have died prior to my death.

B. **Children**. The terms "child" and "children" as used in this Will shall include lawfully adopted children as well as natural children; provided, that any adoption which becomes final after the adopted person has attained age eighteen (18) shall not be considered a lawful adoption for purposes of this Will. A posthumous child shall be considered as living at the death of his parent. Any child born to an unwed mother shall be deemed to be the legitimate child of such mother, but shall not be the child of the father unless (1) the father has executed a written declaration acknowledging the child as his own or (2) a court of competent jurisdiction has entered an order or judgment declaring that a father/child relationship exists. On the date this Will is executed, I have the following living children KATHERINE A. WIECZERZA, DALE WAYNE NIX and HAROLD ALLEN NIX. My children DALE WAYNE NIX and HAROLD ALLEN NIX are not beneficiaries of my estate unless none of my daughter, KATHERINE A. WIECZERZA; my friend, JOANNE LYNN WRIGHT; my grandson, WILLIAM GRISHA JOSEPH WIECZERZA; or

any of his descendants is then living.

C. **Descendants**. The term "descendants" as used in this Will means the children of the person designated and the descendants of such children, excluding any descendant whose adoption becomes final after age eighteen (18) and such person's descendants. Whenever a distribution is to be made to the descendants of any person, the property to be distributed shall be divided into as many equal shares as there are living children of the person and deceased children of the person who have descendants who are then living. Each living child shall take one share and the share of each deceased child shall be divided among his or her then living descendants in the same manner.

D. **Internal Revenue Code**. The term "Internal Revenue Code" as used in this Will means the Internal Revenue Code of 1986 or corresponding provisions of any subsequent federal tax laws.

E. **Fiduciary**. The term "fiduciary" as used in this Will means any Personal Representative acting under this Will.

F. **Other Terms**. For the purposes of this Will, the use of either the singular or the plural shall be presumed to include the other. The use of titles and headings in this Will are for organizational purposes only and no such title or heading shall have any legal effect.

G. **Disclaimer**. In addition to any disclaimer rights conferred by law, I hereby authorize any beneficiary or trustee at any time within nine (9) months after the date of my death to disclaim in whole or in part any interest, benefit, right, privilege or power granted to such beneficiary or trustee under this Will. Any such disclaimer shall be made by duly acknowledged written instrument executed by such beneficiary or trustee, or his or her legal representative, and delivered to my Personal Representative and filed in the court having jurisdiction over my estate. In the event of any such disclaimer (including a disclaimer under state law), the disclaimed interest, benefit, right, privilege or power shall pass as though such beneficiary or trustee had predeceased me.

Specifically, in the case of a beneficiary who disclaims a beneficial interest in trust, as to any interest so disclaimed the trust will be administered and future distributions made as though such beneficiary had predeceased me, even though this may cause an acceleration of one or more remainder interests. However, any such disclaimer by a beneficiary shall not affect any other interest, benefit, right, privilege or power of such beneficiary under this Will which has not been disclaimed.

H. **Governing Law**. This Will and the administration of my estate shall be governed by the laws of the State of Tennessee. The administration of all trusts created in this Will shall be governed by the laws of the state of the trust situs. The trust situs shall be the State of Tennessee unless changed by the Trustee pursuant to this Will.

I. **Administration of Real Property in Probate Estate**. I direct that all real property which I may own at the time of my death be administered as part of my probate estate subject to the control of my Personal Representative, as authorized by Tennessee Code

Annotated § 31-2-103. It is my intention that my Personal Representative have possession and control of my real property during the period of administration, including the power to sell, lease, encumber and otherwise convey all or any portions of such real property or interests therein without the joinder of any beneficiary of my estate or the approval of any court. The commissions or other expenses arising out of the sale of any such property by my Personal Representative shall be deemed to be a proper expense of administering my estate.

J. **No-Contest Provision**. If any beneficiary of the my Last Will and Testament or any other inter vivos trust agreement ("Agreement") entered into by me as the Grantor ("Contestant") institutes or causes to be instituted or prosecuted any legal action, law suit or proceeding of any kind or character (i) to contest or set aside my Last Will and Testament or any Agreement, (ii) to challenge or nullify in whole or in part any provision of my Last Will and Testament or any Agreement, or (iii) to cooperate or aid in any such action, suit or proceeding on any ground whatsoever and the resolution of such action, law suit or proceeding turns out to be adverse to Contestant, that in such events, as to any such Contestant and his or her descendents, I: (a) hereby revoke any and all dispositions in my Last Will and Testament and any Agreement to or for the benefit of any such Contestant or his or her descendents; (b) such unsuccessful Contestant shall be treated as having predeceased me.

IN WITNESS WHEREOF, I have hereunto set my hand, and hereby publish and declare this document to be my Last Will, in the presence of the witnesses named below, this 25th day of February, 2011.

Gertrude E. Wieczerza

GERTRUDE ELIZABETH WIECZERZA

On this 25th day of February, 2011, **GERTRUDE ELIZABETH WIECZERZA** did sign, publish and declare the foregoing instrument as and for said person's Last Will in the presence of the undersigned who, at said person's request, in said person's presence and in the presence of each other, do hereby subscribe our names as attesting witnesses, and we do hereby state that, to the best of our knowledge, at the time of the execution of this Last Will, **GERTRUDE ELIZABETH WIECZERZA** was at least eighteen (18) years of age and of sound and disposing mind and memory.

Witness

Residing at 1720 West End Ave., Ste 300
Nashville, TN 37203

Witness

Residing at 2312 SPRINGDALE DR.
NASHVILLE, TN 37215

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

I, the undersigned, an officer authorized to administer oaths, certify that **GERTRUDE ELIZABETH WIECZERZA**, the Testatrix, and the witnesses, whose names are signed to the foregoing instrument, having appeared together before me and having been first duly sworn, each then declared to me that the Testatrix signed and executed the instrument as said person's Last Will, and that said person had willingly signed and executed it as said person's free and voluntary act for the purposes therein expressed; and that each of the witnesses, in the presence and hearing of the Testatrix, signed the Last Will as witness and that to the best of their knowledge the Testatrix was at the time eighteen or more years of age, of sound mind, and under no constraint or undue influence.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this 25th day of February, 2011.

(SEAL) SHERYL BAUMER STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

Notary Public
My Commission Expires: 3/7/11

AFFIDAVIT BY WITNESSES TO WILL

Each of the aforesaid witnesses, being David E. Heller and Geralyn Heller subscribed to the foregoing Last Will and Testament of **GERTRUDE ELIZABETH WIECZERZA**, executed on this 25th day of February, 2011 having been requested by the Testatrix to make and sign this Affidavit, and having first been duly sworn before the Notary Public whose name appears below, hereby state that the Testatrix was over eighteen (18) years of age, was of sound mind, declared the foregoing instrument to be her Last Will and Testament, published and executed it by signing it in the presence of all of us who were all present at the same time and we, in her presence, at her request, and in the presence of each other, subscribed our names as witnesses on the said 25th day of February, 2011.

Witness

Witness

Sworn to and subscribed to before me,
this 25th day of February 2011.

NOTARY PUBLIC

My Commission Expires:

03-07-2011

SHERYL BAUMER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON