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LAST WILL AND TESTAMENT

OF

JAMES R. CRAWFORD

13D 1179

FILED
AUG 22 2013
RICHARD R. HOOKER, Clerk
By [illegible] Deputy

I, **JAMES R. CRAWFORD**, a resident of Nashville, Davidson County, Tennessee, being of sound mind and disposing memory, do hereby make, publish and declare this as my Last Will and Testament, hereby revoking any and all wills and codicils heretofore made by me.

ARTICLE I

APPOINTMENT OF FIDUCIARIES

1.1. I nominate and appoint my attorney, **HARLAN DODSON** as Executor of this my Last Will and Testament. If **HARLAN DODSON** should predecease me or be unable or unwilling to serve as Executor of my Estate, then I nominate and appoint another member of his firm, familiar with probate practice, as Executor or Executrix of this my Last Will and Testament. I direct that no bond shall be required of my Executor.

1.2. I nominate and appoint as Trustee of any trust herein created the person or entity named in writing by my Executor. I direct that no bond shall be required of my Trustee for serving in such capacity.

1.3. Whenever the terms "Executor", "Executrix", "Trustee", or "Co-Trustee" are used herein, they shall be deemed to apply to the party or parties acting and any reference to such party or parties in one gender shall be deemed to mean the proper gender.

James R Crawford

EXHIBIT
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ARTICLE II

PAYMENT OF DEBTS, EXPENSES AND TAXES

2.1. I direct that all of my just and enforceable debts, (except debts secured by mortgages or other security instruments, which may be paid off or retained in the discretion of my Executor), including funeral and testamentary expenses and expenses of my last illness, be paid as soon as may be convenient after my death. I further direct that all estate, inheritance and other taxes of the same nature (except any generation-skipping taxes imposed by the Internal Revenue Code or by any state) which are payable because of my death, including any interest or penalties thereon, with respect to the property comprising my estate for such tax purposes, whether or not such property passes under this Will and whether such taxes are payable by my estate or by any recipient or beneficiary of any such property, shall be paid entirely out of my residuary estate as an expense of administration and without apportionment, and with no right of reimbursement from any recipient or beneficiary of any such property. No part of said debts, expenses and taxes shall be charged against or paid out of any part of my estate so as to render taxable any amounts which otherwise qualify for the marital deduction.

2.2. My Executor is specifically authorized, in my Executor's sole discretion, to apply the proceeds from any insurance policies on my life which are payable to my estate in paying debts, expenses of administration and taxes, notwithstanding the provisions of any state law to the contrary.

2.3. My Executor is directed to the fact that my spouse and I are parties to an Antenuptial Agreement, and my Executor is directed to comply with the terms and spirit of such Agreement in the administration of my estate; provided, however, to the extent that any provision of this Will,

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such as Paragraph 3.2 below, are more liberal than the provisions of the Antenuptial Agreement, the provisions of this Will shall control.

ARTICLE III

SPECIFIC BEQUESTS

3.1. I devise to my spouse, **DONICE HECKLER CRAWFORD**, if she survives me, all items of miscellaneous tangible personal property, personal effects and household contents, acquired since our marriage, and not otherwise disposed of under this Will.

3.2. If I am survived by **DONICE HECKLER CRAWFORD**, if we are then married, and if I should then own the property at **8326 Collins Road, Nashville, Davidson County, Tennessee** (the "Life Estate Property") at the time of my death, then upon my death, a Limited Life Estate shall be created as provided herein.

3.2.1. **DONICE HECKLER CRAWFORD** shall have the non-transferable right to occupy the Life Estate Property, to the exclusion of any residuary or remainder beneficiaries, all as provided herein, until the first to occur of: (i) her death; (ii) her remarriage; or (iii) her ceasing to occupy the Life Estate Property for her permanent residence. Upon the first to occur of such items (i) - (iii), this Limited Life Estate shall fully and finally terminate. Should there be any dispute as to whether **DONICE HECKLER CRAWFORD** has affirmatively decided not to occupy, and moved from, the Residence, then her written declaration as to such shall be presumed correct unless contrary to a preponderance of the evidence.

3.2.2. So long as the rights granted to **DONICE HECKLER CRAWFORD** in this Paragraph 3.2 shall continue in effect, then **DONICE HECKLER CRAWFORD** shall be responsible for all expenses for occupancy and upkeep of the Life Estate Property, including, but

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not limited to, taxes and assessments, utilities, insurance, maintenance and repairs.

3.2.3. The proceeds of any fire or extended casualty insurance maintained by **DONICE HECKLER CRAWFORD** on the Life Estate Property shall be for the benefit of **DONICE HECKLER CRAWFORD'S** Limited Life Estate under this Paragraph 3.2, and pass to the remainder beneficiaries upon the end of the Limited Life Estate. Such proceeds shall only be used to repair or rebuild the Life Estate Property, purchase a replacement Life Estate Property, or invested, all of which shall be subject to the terms of this Paragraph 3.2.

3.3. I devise to my son, **CHRISTOPHER N. CRAWFORD**, if he survives me, the following items:

(a) House and property located at **8326 Collins Road, Nashville, Tennessee**, subject to the provisions of Paragraph 3.2 above.

(b) All boats, hunting, and fishing equipment.

(c) Kubota Tractor, farm equipment, truck and camper.

3.4. Should my said son not survive me, then I devise the items listed in Paragraph 3.3 above to my grandsons, **CODY CRAWFORD** and **DREW CRAWFORD**, equally if they survive, with the issue of any deceased grandson taking the share of his parent, per stirpes. Should one of my grandsons predecease me, without leaving issue, then the entire share under this Paragraph shall pass to my other grandson, or if he does not survive me, to his issue, per stirpes.

3.5. I devise to my daughter, **MARGARET L. CRAWFORD**, if she survives me, the house and property located at **596 Halls Creek Road, Humphreys County, Tennessee**, complete with furnishings.

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3.6. I devise to my grandson, **CODY CRAWFORD**, if he survives me, the **Great Grandfather's Desk**.

3.7. I devise to my grandson, **DREW CRAWFORD**, if he survives me, the **Grandmother Crawford's Washstand** and **Great Grandfather's Muzzle Loader and Powder Flask**.

3.8. Should my said daughter not survive me, then I devise the items listed in Paragraph 3.5 above to my son, **CHRISTOPHER N. CRAWFORD**, if he survives me, and if he does not to grandsons, **CODY CRAWFORD** and **DREW CRAWFORD**, equally if they survive, with the then surviving issue of any deceased grandson taking the share of his parent, per stirpes. Should one of my grandsons predecease me, without leaving issue, then the entire share under this Paragraph shall pass to my other grandson, or if he does not survive me, to his issue who then survive, per stirpes.

3.9. My Executor may distribute the share of tangible personal property of any minor beneficiary to such beneficiary, or to the person with whom such beneficiary is residing. If, in the sole discretion of my Executor, any of such property is not suitable for delivery, the Executor may retain such property in safekeeping for future distribution, or may sell such property and add the proceeds to my residuary estate.

ARTICLE IV

BEQUEST OF RESIDUARY ESTATE

4.1. I hereby give, devise and bequeath all the rest and residue of my property, real, personal, and mixed, of whatever kind and character, and wheresoever situated, including the proceeds of any insurance policies payable to my estate, to be divided equally between my son, **CHRISTOPHER N. CRAWFORD**, and my daughter, **MARGARET L. CRAWFORD**, if they

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survive me; provided, however, should either my son or my daughter not survive me, but leave issue surviving me, the then surviving issue of such deceased child shall take their deceased parent's share, per stirpes. Should either my son or my daughter not survive me, and not leave issue surviving me, then their share shall pass to the other, if he or she survives, or to the surviving issue of the other, per stirpes.

4.2. Should neither my son, my daughter or their issue survive me, then I hereby give, devise and bequeath all the rest and residue of my property, real, personal, and mixed, of whatever kind and character, and wheresoever situated, including the proceeds of any insurance policies payable to my estate, to pass to those who would have taken had I died intestate, a resident of the State of Tennessee.

ARTICLE V

CONTINGENT TRUST FOR MINOR BENEFICIARY

5.1. Should any person entitled to take under Articles III, IV or V of this Will be less than **twenty-five (25) years of age** at the time they would take, then their share shall be held in trust for them, with the Trustee having the sole and absolute discretion to accumulate or pay to them or for their benefit any income, and to encroach, or not encroach, on the corpus for their benefit. Upon such beneficiary attaining **twenty-five (25) years of age**, the trust shall terminate and the corpus, and any undistributed income, shall be distributed outright to such beneficiary. Should any such beneficiary be deceased prior to attaining **twenty-five (25) years of age**, then their share shall pass to their issue who survive them, per stirpes. Should such deceased beneficiary not be survived by issue, then their share shall be divided equally among my surviving issue, per stirpes.

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5.2. Should none of my issue survive to take a share under Paragraph 5.1 above, then such shall pass to those who would have taken had I died intestate, a resident of the State of Tennessee, immediately after the death of such beneficiary.

5.3. Whenever the Trustee makes any distribution of the corpus of this Trust, or a Trust Share, the Trustee shall be authorized to withhold distribution of an amount of property sufficient, in the Trustee's judgment, to cover any liability that may be imposed on the Trustee for estate taxes, for any taxes imposed on any transfer deemed a generation-skipping transfer under the provisions of the Internal Revenue Code of 1986, as amended, or for other taxes, until such liability has been finally determined.

ARTICLE VI

POWERS OF ENCROACHMENT

6.1. The provisions of this Article shall not apply to any marital trust intended to qualify for the marital deduction, but shall apply to any other Trust created herein unless such Trust expressly provides to the contrary.

6.2. If at any time, the Trustee, in the Trustee's discretion, be of the opinion that it is necessary, or appropriate, to encroach upon the principal and/or accumulated income to provide adequately and properly for the education, maintenance, medical care and support of any beneficiary, then the Trustee is authorized to encroach upon the principal and/or accumulated income of the Trust to the extent which the Trustee shall in its discretion determine necessary or proper, this power to be a continuing one.

6.3. In exercising any power as provided in this Article, the Trustee shall not be required to equalize any encroachments or distributions of principal or income.

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6.4. In addition to the other powers granted herein, the Trustee of any Trust created hereunder, in such Trustee's absolute discretion, shall have the following rights:

(i) the Trustee may elect to combine such Trust with another trust for the same beneficiaries, having similar terms and provisions, whether such combination is for administrative purposes, investment purposes or in total; and,

(ii) so long as the Trustee is not the then income beneficiary, the Trustee may elect to terminate the Trust, or any separate share thereof, and distribute the remaining corpus and income to the then income beneficiary or beneficiaries should the Trustee determine that continuing to maintain the Trust in existence is no longer economic or appropriate.

6.5. The powers of encroachment granted under this Article shall not constitute a general power of appointment. No Trustee shall have the right to participate in any decision to encroach for the benefit of such Trustee, the creditors of such Trustee, the estate of such Trustee, the creditors of the estate of such Trustee or to satisfy the legal obligation of such Trustee.

ARTICLE VII

NO COURT APPROVAL FOR DISBURSEMENTS

7.1. The provisions of this Article shall not apply to any marital trust intended to qualify for the marital deduction, but shall apply to any other Trust created herein unless such Trust expressly provides to the contrary.

7.2. Whenever in a Trust or Trust Share created herein income or corpus is required to, or may, be paid to a beneficiary or whenever the Trustee encroaches upon the income or corpus of a Trust for the benefit of a beneficiary, then such income or corpus may be paid to such beneficiary directly or to anyone else for the use or benefit of such beneficiary (including the guardian if such

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person be a minor), irrespective of the age or mental competency of such beneficiary, as the Trustee deems proper, and the receipt of the person to whom the payments are made shall be a sufficient acquittance for the Trustee, and such payments made by my Trustee may be made without the intervention of any Guardian or the approval of any Court.

ARTICLE VIII

SPENDTHRIFT PROVISIONS

8.1. I direct that no part of any Trust or Trust Share herein created, nor the income therefrom, is to be subject to execution or other legal process for any obligation of any beneficiary or subject to the claims of creditors of any beneficiary in any manner, nor shall any beneficiary have the power to sell or mortgage or encumber same, or any part thereof, nor anticipate the same, nor any part thereof, by assignment or otherwise. Likewise, no fiduciary hereunder shall be required to exercise any discretion herein granted to satisfy any obligation of any beneficiary to any third party.

ARTICLE IX

ALLOCATIONS BY FIDUCIARY

9.1. At anytime when it shall become necessary to divide assets between any of the beneficiaries herein named, or within any Trust or Trust Share created herein, or to distribute any of said assets, such division or distribution shall be made in such manner as the Executor or Trustee, as the case may be, deems proper and may be made in cash or in kind, or partly in cash and partly in kind. The judgment of the Executor or Trustee, as the case may be, on the relative value of assets shall be binding and conclusive on all parties interested. Further, in making distribution of assets the Executor or Trustee, as the case may be, shall not be required to distribute a particular asset pro rata to all beneficiaries entitled to receive a distribution, and the Executor or Trustee, as the case

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may be, may make division and distribution of assets without regard to the basis of such assets for Federal or State income tax purposes.

ARTICLE X

ABSOLUTE END OF TRUST

10.1. Notwithstanding anything herein to the contrary, no Trust or Trust Share herein created shall continue beyond the term as allowed by the Tennessee Uniform Statutory Rule Against Perpetuities, Section 66-1-201, et seq. Tennessee Code Annotated, or any successor provisions, or other applicable provisions of the law, and any such Trust or Trust Share shall be subject to the provisions of such statute, and applicable law.

ARTICLE XI

CHANGE OF TRUSTEE

11.1. If at any time it becomes desirable in the judgment of a majority of the beneficiaries (or their guardians, if they be minors) of a Trust, or Trust Share, to change any Trustee which may be serving as a Trustee hereunder or any successor Trustee, then a majority of the beneficiaries (or their guardians, if they be minors) of such Trust or Trust Share shall have the right:

(i) to designate any bank or trust company (which shall not be required to be a Tennessee corporation or to have an office in Tennessee) as Trustee of such Trust or Trust Share. Any such bank or trust company shall have a trust department with assets under management of at least One Hundred Million Dollars ($100,000,000.00); or,

(ii) to designate an individual whose service as such Trustee will not cause the inclusion of the assets or income of this Trust, or any Trust Share, in the estate of my spouse or myself, for federal or state death or transfer tax purposes.

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11.2. It is understood that it may be necessary or advisable to name one or more persons or entities who could not benefit from the Trust, or were not interested in the decision of the Trustees, to serve as Trustees or Co-Trustees, including, but not limited to, for the purpose of having a Trustee who would be other than a "Nonadverse party" as such term is defined by the Internal Revenue Code. In such event, such person or entity shall be selected by majority of the beneficiaries (or their guardians, if they be minors).

11.3. Such successor or substitute Trustee shall not be required to make bond unless same is required by the person or persons making the appointment. Any successor or substitute Trustee shall by virtue of its appointment succeed to all the rights, powers and duties conferred and imposed upon the Trustee herein named.

ARTICLE XII

POWERS OF FIDUCIARIES

12.1. My Executor and Trustee shall have all the powers enumerated in Section 35-50-110, Tennessee Code Annotated, and the introductory paragraph and all subparagraphs thereof, which to the extent not inconsistent with the express provisions hereof, are hereby incorporated herein by reference as fully as though copied herein verbatim, except that subparagraphs 1 through 4 of such Section shall apply only to my Executor.

12.2. Notwithstanding the foregoing, the beneficiaries of any Trust or Trust Share (or their guardians in the case of minor beneficiaries) shall have the power to require the Trustee to convert property which is unproductive of income to income-producing property within a reasonable time.

12.3. I hereby authorize my Executor, in such Executor's sole and absolute discretion, within nine (9) months after the date of the transfer which created an interest in me, to disclaim in

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whole or in part any bequest or devise or any interest in any Trust provided for my benefit under the Will of any person or under any trust established for my benefit at any time.

12.4. I recognize that my Executor or a Trustee may not be a professional fiduciary and in order to induce such person to serve in such capacity, I hereby direct that the assets of the Estate, and any Trust of which such person is a Trustee, be used to indemnify and hold my Executor, or such Trustee, harmless with respect to any and all acts, except for fraud or bad faith of such person in connection with: (i) the administration of my Estate, or any Trust or Trust Share held hereunder or (ii) the investment of the assets with respect to my Estate, or any Trust or Trust Share.

12.5. My Executor and any Trustee shall have the power to hire persons, including accountants, attorneys, auditors, investment advisors, or other agents even if they are associated or affiliated with my Executor or a Trustee to advise or assist my Executor or a Trustee in the performance of administrative duties. This power shall include, but not be limited to, attorneys who may be partners of or associates with my Executor or a Trustee in the practice of law.

ARTICLE XIII

WAIVER OF FILINGS

13.1. I hereby waive the requirement that my Executor file an inventory or accounting of my estate with the court having probate jurisdiction over my estate.

ARTICLE XIV

ADMINISTRATION OF REAL PROPERTY

14.1. I direct pursuant to Tenn. Code Ann. §31-2-103 that any interests in real property which I may own at my death be administered as part of my estate subject to the control of my personal representative, who shall have full power to grant, bargain, sell, convey, lease, encumber,

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manage, and otherwise deal in any lawful manner with said real property at any time during the administration of the estate, in the sole discretion of my personal representative, without the approval or joinder of any beneficiary and without the necessity of any person or entity looking to the application of any proceeds that may or might result from any acts of my personal representative in the premises; provided, however, that the provisions of this Article shall not have the effect of revoking or varying any written agreement entered into during my lifetime as to the ownership, use, descent or rights in or to, any real property.

IN WITNESS WHEREOF, I have hereunto set my hand on this 1st day of June, 2012, to this my Last Will and Testament and have signed the foregoing twelve (12) pages at the bottom thereof for the purpose of identification.

JAMES R. CRAWFORD

Signed, published and declared by the said **JAMES R. CRAWFORD**, being of sound mind and disposing memory, as and for his Last Will and Testament in the presence and sight of us, present at the same time, who at his request, in his presence and sight, and in the presence and sight of each other, have subscribed our names as attesting witnesses on the day and year last written above.

WITNESS:

ADDRESS:
3805 Moss Rose Drive
Nashville, TN 37216

ADDRESS:
4656 a Cobbs Ferry Pk
Lebanon, TN 37087

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AFFIDAVIT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Falecher Outen and Heather Martin being severally duly sworn, depose and say that:

We are acquainted with the said **JAMES R. CRAWFORD**, who executed this annexed Last Will and Testament, consisting of fifteen (15) typewritten pages, dated the 1st day of June, 2012, on that date, at Nashville, Tennessee, by subscribing his name at the end thereof in the presence and sight of each of us.

At the time of subscribing said Will, **JAMES R. CRAWFORD**, declared the instrument so subscribed by him to be his Last Will and Testament, and we thereupon signed our names as witnesses at the end of said instrument at his request and in his presence and sight, and in the presence and sight of each other.

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

This Affidavit is made at the request of the said **JAMES R. CRAWFORD**.

Falecher Outen

Heather Martin

SWORN TO AND SUBSCRIBED before me on this the 1st day of June, 2012.

Lisa C Woodruff

Notary Public

My Commission Expires:

LISA WOODRUFF STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY My Commission Expires September 23, 2014

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the LAST WILL AND TESTAMENT heretofore filed in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 22 day of AUGUST, 2013, in Docket Number 13P1179, IN RE: CRAWFORD, JAMES R. ET.AL, 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 15 day of AUGUST in the year 2018 and in the 242 year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL]

By: _____
Deputy Clerk