Karen Y Johnson Davidson County
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WILLIAMSON COUNTY
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RECORDED ENTRY

LAST WILL AND TESTAMENT
OF
PATRICIA BREWER WARNER

I, **PATRICIA BREWER WARNER**, a resident of Williamson 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
INTRODUCTORY PROVISIONS

1.1. I nominate and appoint my Spouse, **GLENN FRANCIS WARNER**, as Executor of my Estate. If my Spouse should predecease me or be unable or unwilling to serve as Executor of my Estate, then I nominate and appoint **WARREN M. SMITH** as Executor of my Estate. Should neither of the above be able or willing to serve as Executor of my Estate, then I nominate and appoint **JAMES R. TOMKINS** as Executor of my Estate. I direct that no bond shall be required of my Executor.

1.2. I nominate and appoint **WARREN SMITH** as Trustee of any trust herein created. Should **WARREN SMITH** be unable or unwilling to serve, or cease to serve, then **JAMES R. TOMKINS** shall serve as a successor Trustee. The last to serve of the foregoing Trustees shall have the power to appoint, in writing, successor Trustees or Co-Trustees to serve in the event that he is unable or unwilling to serve, or ceases to serve. Such appointments shall be effective, even if taking effect or continuing beyond the lifetime of such Trustee. I direct that no bond shall be required of these Trustees, or of any successor Trustee, unless made a condition of the appointment of such successor, for serving in such a capacity.

STATE OF TENNESSEE 8.24.18
WILLIAMSON COUNTY
I, THE UNDERSIGNED CLERK & MASTER, DO HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL OF THIS INSTRUMENT FILED IN THIS CAUSE.
ELAINE B. BEELER, Clerk & Master

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1.3. In no event shall any Trustee have any authority to approve any distribution to, or other action for the benefit of, such Trustee, the creditors of such Trustee, the estate of such Trustee, or the creditors of the estate of such Trustee.

1.4. 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.

1.5. The term "Internal Revenue Code" shall refer to the Internal Revenue Code of 1986, or its successor provisions.

1.6. The term "Independent Trustee" as used herein shall refer to a trustee who is not a related or subordinate party with respect to the Transferor within the meaning of Section 672(c) of the Internal Revenue Code, and who would be considered other than an non-adverse party pursuant to such Section.

1.7. The term "Spouse" as used in this Will shall refer to **GLENN FRANCIS WARNER.**

1.8. The terms "Child" or "Children" as used in this Will shall refer to the children of my Spouse and me, and any other children born to, or adopted by, us hereafter. We currently have the following Children: **STUART MCLEAN WARNER, CHRISTOPHER GLENN WARNER** and **SAMUEL EDWARD PONDER WARNER.**

1.9. I hereby authorize my Executor to take such actions as my Executor may deem to be appropriate in order to minimize the total tax payable by my estate, my Spouse and our family and their estates. I further authorize my Executor to petition the appropriate court pursuant to Tennessee Code Annotated Section 32-3-114 in order to accomplish such result.



1.10. I recommend, but do not require, that my Executor and Trustee confer with my financial adviser, Malissia Johnson, founder and president of Emerald Spectrum Advisory in Brentwood, Tennessee, in regards to any decisions relating to financial matters of my estate or of any trust created herein.

ARTICLE II
BEQUEST OF PERSONAL EFFECTS

2.1. I may leave a letter, designating my desires as to certain articles of personal property being given to certain persons. In such event, it is my request that my Executor honor this letter, and that my Spouse and other family members abide by the designations set forth in such letter. However, such letter shall not constitute a testamentary devise, and my Executor shall not be bound by such letter. Any items mentioned in such letter, and not treated as set forth in such letter, shall pass as provided below in this Article.

2.2. I devise to my Spouse, **GLENN FRANCIS WARNER**, all items of tangible personal property, personal effects, household contents, and automobiles as I own at the time of my death. If my Spouse does not survive me, then those properties shall go to the Children, equally, with the issue of any deceased Child who survive me representing their parent, per stirpes. My Executor may distribute the share of any minor beneficiary to such beneficiary, or to the person with whom such beneficiary is residing. If, in the sole and reasonable 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, as defined below in **Article III**.

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ARTICLE III
OUTRIGHT GIFT TO SPOUSE

3.1. If my Spouse, **GLENN FRANCIS WARNER**, shall survive me, then I hereby give, devise and bequeath to my Spouse all the rest, residue and remainder of my property, real, personal, and mixed, tangible and intangible, of whatever kind and character, and wheresoever located, including the proceeds of any insurance policies payable to my estate or my Executor (in this Will referred to as "**Residuary Estate**").

ARTICLE IV
CONTINGENT BEQUEST OF RESIDUARY ESTATE

4.1. Should my Spouse, **GLENN FRANCIS WARNER**, not survive me or should my Spouse disclaim any amount passing to my Spouse under this Will, then, to the extent not otherwise disposed of under this Will, I hereby give, bequeath and devise all of my Residuary Estate, and any disclaimed amounts, to be distributed among my Children into three (3) equal trust shares hereby created to be known as the **STUART WARNER TRUST SHARE**, the **CHRISTOPHER WARNER TRUST SHARE**, and the **SAMUEL WARNER TRUST SHARE**. Should any Child not survive me, but leave issue surviving me, then such Child's Trust Share shall be divided into as many Trust Shares as there are then-surviving issue of such Child, per stirpes, and distributed according to the terms in **Article V**. Should any Child predecease me and not leave surviving issue, then such Child's Trust Share shall be distributed pro rata to the Trust Share or Shares where there are those who survive to take. Except as otherwise provided above in this **4.1**, the separate Trust Shares created pursuant to this **4.1** shall be held, administered and distributed as provided below.

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4.2. During the lifetime of each Child, the Trustee shall hold, manage, invest and reinvest the Trust property and shall use such part of the income and principal thereof as the Trustee may deem necessary, or appropriate, in the Trustee's discretion, to provide for the health, education, support and maintenance of the Child, and/or his issue, as their needs may require, which may, in the Trustee's discretion, include the complete exhaustion of the Trust. Any income not currently used shall be accumulated and added to the Trust principal. Should a Child not survive, and not leave issue surviving him, then such Child's Trust Share shall be distributed pro rata to the other Children's Trust Shares where there are those who survive to take. Should a Child not survive, but leave issue surviving him, then the Child's Trust Share shall be divided into as many Trust Shares as there are then-surviving issue of such Child, per stirpes. A Trust Share being held for the living issue of a Child shall be held, administered and distributed as provided in **Article V** below.

ARTICLE V
TRUST FOR GRANDCHILDREN

5.1. Until a beneficiary of a separate Trust Share attains **twenty-five (25) years of age**, the Trustee shall disburse to, or expend for, such beneficiary some or all the income from such Trust Share, or accumulate such income and add it to principal, as the Trustee, in the Trustee's discretion, deems appropriate for the beneficiary's health, education, maintenance and support. Once a beneficiary of such separate Trust Share attains **twenty-five (25) years of age**, the Trustee shall disburse to, or expend for, such beneficiary the income from such Trust Share. The Trustee may encroach upon the principal of such Trust Share for the benefit of such beneficiary, as the Trustee, in the Trustee's discretion, deems appropriate for the beneficiary's health, education, maintenance and support.

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5.2. As each beneficiary of a separate Trust Share, then living, attains **thirty (30) years of age**, an amount equal to **fifty percent (50%)** of the then value of such beneficiary's Trust Share shall be distributed to such beneficiary, outright and free of trust.

5.3. As each beneficiary of a separate Trust Share, then living, attains **thirty-five (35) years of age**, the **remainder** of such beneficiary's Trust Share shall be distributed to such beneficiary, outright and free of trust.

5.4. If at any time before the final distribution and termination of a Trust Share, should any beneficiary then entitled to currently share in income be deceased, leaving issue then living, then such beneficiary's Trust Share shall be held in Trust for such then-living issue as provided above in this **Article V**, per stirpes.

5.5. If at any time before the final distribution and termination of a Trust Share, should any beneficiary then entitled to currently share in income be deceased, not leaving issue then living, and should there be other then-living issue of the deceased Child who was the ancestor of such deceased beneficiary, then the decedent's share of such Trust Share or Shares shall be held in the Trust Share for such other then-surviving issue of the Child as provided above in this **Article V**, per stirpes.

5.6. If there are no beneficiaries who would take as provided above in this **Article V**, but should there be other living Children, or the then-living issue of other deceased Children, then the Trust Share of such deceased beneficiary shall be distributed to the other Trust Shares held for a living Child, as provided in **Article IV** above, or the then-living issue of a deceased Child, as provided in this **Article V**, or if a Trust Share has terminated under **Article V**, to the then-living issue of a deceased Child, as appropriate under the Trust Share, who would take if the Trust Share were still in effect, per stirpes.

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5.7. Should no beneficiary as described above in this **Article V** survive to take any corpus or income not fully distributed, then the remainder of such corpus or income shall be divided into two equal Parts, which shall be distributed as follows: (i) one of such Parts shall be distributed as though I had died intestate, unmarried, a resident of Tennessee, possessed of such property, immediately after the death of the last of such possible beneficiaries, and (ii) the other of such Parts shall be distributed as though my Spouse had died intestate, unmarried, a resident of Tennessee, possessed of such property, immediately after the death of the last of such possible beneficiaries. Should no one survive to take under (i) above, then such Part shall pass under (ii), and should no one survive to take under (ii) above, then such Part shall pass under (i).

ARTICLE VI
COMMON TRUST PROVISIONS

6.1. In making any decision as to disbursement or accumulation of income, or as to encroachment upon principal, the Trustee shall not be required to equalize such among the beneficiaries. The Trustee shall hold, manage, invest and reinvest the trust property and shall use such part of the principal thereof as the Trustee may deem necessary or appropriate in the Trustee's sole and reasonable discretion, in such interests and proportions and in such interest and estates, whether outright or in lesser estates, or in trust or otherwise, to provide for the health, education, maintenance and support of the beneficiaries. Further, in making any decision as to disbursement or accumulation of income, or as to encroachment upon principal, the Trustee, among other factors, may take into account any other income, opportunities for income or means of support available to the beneficiary to the knowledge of the Trustee.

6.2. Whenever the Trustee makes any distribution of the principal of this Trust, or a Trust Share, the Trustee shall be authorized to withhold distribution of an amount of property



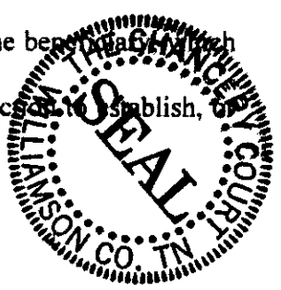
sufficient, in the Trustee's judgment, to cover any liability that may be imposed on the Trustee for estate taxes, for any taxes imposed on any transfer deemed a generation-skipping transfer under the provisions of Chapter 13 of the Internal Revenue Code, as amended, or for other taxes, until such liability has been finally determined.

6.3. The Trustee shall have the right, but not the obligation, in the disbursement of any income, or in the disbursement of any principal in the Trust or a Trust Share, for the health, education, maintenance or support of such beneficiary: (i) to impose any condition or restriction upon such disbursement consistent with the provisions of this Will; (ii) to make such disbursement or encroachment in the form of a loan to or for the benefit of a beneficiary, including taking security for such loan; (iii) to make a disbursement or encroachment for the purchase of a home or other real or personal property in the name of the Trust or Trust Share allowing the use thereof for the benefit of the beneficiary; (iv) to make a disbursement or encroachment to allow the beneficiary to enter into or engage in a business or profession, being aware of the risks of failure of such undertaking; or (v) to make any distribution in such additional trust, or subject to such terms and conditions, as the Trustee may deem consistent with the purposes of this Trust.

6.4. The Trustee is expressly granted the powers necessary to qualify for the making of distributions under the provisions of Tennessee Code Annotated Section 35-15-816(b)(27)(A).

6.5. In addition to the other powers granted herein, the Trustee of any Trust or Trust Share created under this Article, in such Trustee's discretion, shall have the following rights:

(i) to establish a trust or trust share, as applicable, on such terms as such Trustee deems reasonable or necessary allowing the use thereof for the benefit of the beneficiary, which shall include, but not be limited to, petitioning a court of competent jurisdiction to establish, or



modify a trust or trust share as established herein into, as applicable, a third-party discretionary non-support spendthrift supplemental needs trust or other such relief as is appropriate, and pending a ruling by the court, withhold the trust or estate property, as applicable, otherwise distributable, in trust or otherwise, to such beneficiary;

(ii) the Trustee may elect to combine such Trust or Trust Share 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,

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

If any beneficiary should disagree with any decision made by the Trustee as provided in this **6.5(i)**, the beneficiary shall have the right to file appropriate pleadings in the court having jurisdiction over such trust to obtain a decision by such court as to any such matter. The Trustee's expenses of any such proceedings shall be an expense of the trust or Estate, as applicable.

6.6. Whenever in a Trust or Trust Share created herein income or principal is required to, or may, be paid to a beneficiary or whenever the Trustee encroaches upon the income or principal of a Trust for the benefit of a beneficiary, then such income or principal may be paid to such beneficiary directly or to anyone else for the use or benefit of such beneficiary (including the guardian, if such person be a minor; or the conservator, if such person be an incompetent adult) 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. Such payments by the Trustee may be made without the intervention of any Guardian or the approval of any Court. Neither income nor principal which is required to, or may, be paid to a beneficiary, nor payments when the Trustee encroaches upon the income or principal of a Trust for the benefit of a beneficiary, whether during the term of the Trust or at termination shall be considered a mandatory distribution of income or principal as that term is used in Tennessee Code Annotated Section 35-15-506.

6.7. 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, Tennessee Code Annotated Section 66-1-201, et seq., 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 VII
CHANGE OF TRUSTEE

7.1. If at any time, or from time to time, when no Trustee or successor Trustee named above in **Article I** is serving, including successor Trustees named as provided in **Section 1.2** above, then a majority of the Children then surviving (or their conservators, if they be incompetent adults) shall have the power to name in writing such successor Trustee, which shall be an Independent Trustee, if necessary or helpful for tax or other reasons.

7.2. If at any time, or from time to time, after the death of my Children, or if my all Children are unable or unwilling to act as provided above, when no Trustee or successor Trustee as named above is serving, it becomes desirable in the judgment of a majority of the then income beneficiaries (or their guardians, if they be minors; or their conservators, if they be incompetent adults) of a Trust, or Trust Share, to name or replace any Trustee which may be serving, [illegible]

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Trustee hereunder or any successor Trustee, then a majority of the then income beneficiaries (or their guardians, if they be minors; or their conservators, if they be incompetent adults) of such Trust or Trust Share shall have the right, in writing:

(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 such Trust, or any Trust Share, in the estate of my Spouse, myself, my Children, or any other beneficiary, for federal or state death or transfer tax purposes.

7.3. 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 are 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 Section 672 of the Internal Revenue Code. In such event, such person or entity shall be selected by a majority of the then income beneficiaries (or their guardians, if they be minors; or their conservators, if they be incompetent adults).

7.4. A successor or substitute Trustee shall not be required to make bond unless bond is required by the person or persons making the appointment. Such 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, other than the power to name a successor Trustee.

7.5. Anything to the contrary in this or any other Article of this Will notwithstanding, no person shall be named as a Trustee if the effect would be to include some or all of such [illegible]



Patricia B. Ward

in such Trustee's estate.

ARTICLE VIII
POWERS OF FIDUCIARIES

8.1. My Executor and Trustee shall have all the powers enumerated in Tennessee Code Annotated Section 35-50-110, 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.

8.2. I hereby authorize my Executor, in such Executor's sole and reasonable discretion, within nine (9) months after the date of the transfer which created an interest in me, to disclaim in whole or in part any bequest or devise or any interest in any bequest, or any Trust provided for my benefit under the Will of any person or under any trust established for my benefit at any time.

8.3. I hereby authorize my Executor or my Trustee to create accounts such as those allowed under the Uniform Transfers to Minors Act, as now or hereafter in effect in Tennessee, or successor or similar statutes allowing creation of accounts.

8.4. I recognize that my Executor or Trustee may deem it advisable to purchase policies of life insurance on one or more persons, and I expressly grant my Executor or Trustee the authority to purchase, own, transfer and manage in all ways any such life insurance. I further waive any requirements on the Executor or Trustee as to diversification of investments to the extent that they may elect to deal with one, or a few, life insurance companies, or that a significant portion of assets may consist of life insurance.

8.5. The fiduciaries shall be authorized to maintain funds on deposit, whether as checking or savings accounts, certificates of deposit, money market accounts, or otherwise, at



Patricia B. Adams

any banking institution, the deposits of which are insured by the Federal Deposit Insurance Corporation, or similar government-sponsored insurance in the future, regardless of whether the amount of such funds so deposited may exceed the amount of such insurance available at such banking institution.

8.6. The fiduciaries shall have the right, consistent with the provisions of Tennessee Code Annotated Section 35-3-117, and regardless of any other provisions of this Agreement or of any law, now or hereafter in effect, to invest in any form of assets or investments, including, but not limited to, stocks, bonds, mutual funds, money market accounts and real and personal property. The Trustee shall have the right to retain any assets, including without limitation real property, notes, deeds of trust or mortgages, distributed into the Trust or arising from such assets distributed into the Trust, regardless of whether such assets would otherwise fit the criteria for inclusion in a trust.

8.7. If I am engaged in any business activity as of the date of my death, I expressly grant my Executor or Trustee, as appropriate, the authority to continue, expand, contract, sell or close such business in such fiduciary's sole and reasonable discretion, and to take all actions reasonable or necessary to do so. I further waive any requirements on the Executor or Trustee as to diversification of investments to the extent that they may elect to continue any such business.

8.8. 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

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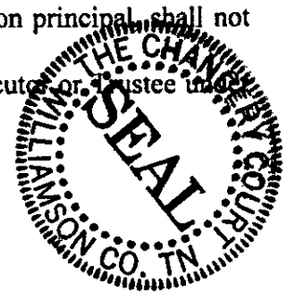
or Trust Share.

8.9. 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, accountants or other professionals who may be partners of or associates with my Executor or a Trustee in the practice of law, accounting or other professions.

8.10. It is my intention that my fiduciaries shall be entitled to be properly compensated for their service. Any corporate fiduciary shall be entitled to charge for fees and expenses in amounts consistent with those generally charged by reputable corporate fiduciaries for such services in the area where such corporate fiduciary is located. Any individual fiduciary shall be entitled to charge for fees and expenses in amounts consistent with those generally charged by reputable corporate fiduciaries in the area where such individual fiduciary's office is located.

8.11. Whenever under this Will, any fiduciary, including, but not limited to an Executor or Trustee, is granted the right to take action in such fiduciary's "discretion". then such "discretion" shall mean the discretion of such fiduciary, except as limited by the specific language of this Will and specific provisions of law applicable to such decisions. It is my intention that the term "discretion" as used herein shall be interpreted as broadly as possible, except as limited by the specific language of this Will and specific provisions of law applicable to such decisions.

8.12. The powers granted to an Executor or Trustee under this Will, including, without limitation, powers to distribute or accumulate income and to encroach upon principal, shall not constitute a general power of appointment. The powers granted to an Executor or Trustee under



Patricia B Warner

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this Will, including, without limitation, powers to distribute or accumulate income and to encroach upon principal, shall not include any power which would cause the inclusion of any of such income or principal in the gross estate of such Executor or Trustee pursuant to Sections 2036, 2037, 2038 or 2041 of the Internal Revenue Code. No Executor or Trustee shall have the right under this Will to participate in any decision to distribute or accumulate income or to encroach for the benefit of such Executor or Trustee, the creditors of such Executor or Trustee, the estate of such Executor or Trustee, the creditors of the estate of such Executor or Trustee, or to satisfy the legal obligations of such Executor or Trustee. Further, no Executor or Trustee shall participate in any decision to distribute or accumulate income, or to encroach, for the benefit, or to satisfy the legal obligations of support, of such Executor or Trustee.

8.13. The Trustee shall not be required to provide notice as to any Trust created herein to any present or contingent beneficiary, any provision of law to the contrary notwithstanding.

8.14. Should any trust created under this Will be funded with the stock of an S Corporation (as defined under Section 1361, of the Internal Revenue Code, as amended), then the fiduciaries shall have the authority, with the agreement of the beneficiaries for whom such trust is being held, to divide such trust into two or more trusts, with any such trusts holding S Corporation stock containing all provisions necessary so as to hold S Corporation stock as a qualified S Corporation shareholder and for such trust to be a Qualified Subchapter S Trust (or "QSST") as defined in Section 1362(c)(2) of the Internal Revenue Code, as amended; which provisions shall include under current law that: (i) during the life of the current income beneficiary, there can only be one income beneficiary; (ii) the current income beneficiary must be a U.S. citizen or resident; (iii) all income is, or is required to be, distributed currently to the income beneficiary; (iv) distributions of principal during the current income beneficiary's life

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can only be made to that beneficiary; (v) the current income beneficiary's income interest must terminate on the earliest of the current income beneficiary's death, or the termination of the trust; and, (vi) if the trust terminates during the current income beneficiary's life, the trust's assets are all distributed to the current income beneficiary. Should any question arise as to the creation or provisions of such trusts, the fiduciaries shall be entitled to apply to the court having jurisdiction over such trusts to obtain an order as to such matters, including, without limitation, amendment as allowed by law.

8.15. Should any trust created under this Will be funded with the assets from an Individual Retirement Account (as defined under Section 408 of the Internal Revenue Code), or a qualified retirement account, (as defined under Sections 401-407 of the Internal Revenue Code), herein collectively referred to as "Retirement Plan Assets," then the fiduciaries shall have the authority, with the agreement of the beneficiaries for whom such trust is being held, and/or approval of the court having jurisdiction of such trust, to divide such trust into two or more trusts, with any such trusts to receive and hold Retirement Plan Assets containing all provisions required to receive and hold Retirement Plan Assets while still qualifying as a "Designated Beneficiary" as defined in Section 401(a)(9)(E) of the Internal Revenue Code; so as to have the right to adopt the longer measuring life of the beneficiary of each such trust. Should any question arise as to the creation or provisions of such trusts, the fiduciaries shall be entitled to apply to the court having jurisdiction over my estate or such trusts to obtain an order as to such matters, including, without limitation, amendment as allowed by law under Tennessee Code Annotated Section 32-3-114.

8.16. If at any time any fiduciary is uncertain as to the interpretation of this document, as to such fiduciary's authority under this document, as to the appropriate action to take or as to

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other matter arising in such fiduciary's administration (whether or not involving the fiduciary's discretion), the fiduciary shall have the authority to file appropriate pleadings in the court having jurisdiction of such estates or trusts to obtain a decision by such court as to any such matter.

8.17. Anything in this Will to the contrary notwithstanding, no provision of this Will shall be interpreted so as to defeat or impair an otherwise available marital deduction under the Internal Revenue Code or under the laws of the state of Tennessee, as now or hereafter in effect; any provision of this Will which would have the effect of defeating or impairing an otherwise available marital deduction under the Internal Revenue Code or under the laws of the state of Tennessee. as now or hereafter in effect, shall be void and of no effect to the extent of such defeat or impairment; and no executor or trustee shall have the right, power or authority to act in any way (or to refrain from acting) so as to defeat or impair an otherwise available marital deduction under the Internal Revenue Code or under the laws of the state of Tennessee, as now or hereafter in effect. The provisions and intentions of Tennessee Code Annotated Section 35-50-112 are expressly incorporated into this Will.

8.18. Notwithstanding the foregoing, the beneficiaries of any Trust, or Trust Share, qualifying for the marital deduction as defined in Section 2056 of the Code (or similar provisions under the laws of any state) shall have the power to require the Trustee to convert property which is unproductive of income to income-producing property within a reasonable time.

8.19. Should there be more than one fiduciary serving, then. unless otherwise provided in this Will or any Trust created herein, the written decision by the majority of the fiduciaries. as appropriate, shall be the decision of the fiduciaries. If there is an even number of fiduciaries serving, and a deadlock should arise between them, any of the fiduciaries, as appropriate, shall be entitled to apply to the court having jurisdiction over such Will or Trust to obtain an order for

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resolve such matter; which may include, but not be limited to, the appointment of an neutral fiduciary for such purpose.

8.19.1. Any person may rely upon the signature of any one Trustee on any administrative document, including, without limitation, applications for insurance and establishing bank accounts, as the valid and authorized act of the Trust without the necessity of any further documentation and without a further duty of inquiry.

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

8.21. My fiduciaries are authorized and requested, but not required, to exercise their discretion to minimize the income taxes payable on the income received by the estate or trust, as applicable. Such discretion shall include, without limitation, consideration of the levels of taxable income at which the estate or trust will be taxed at a higher rate than an individual, or at a higher rate than another form of entity, as a taxpayer. Such discretion may include, but is not limited to, creation or consideration of alternate forms of entities to receive distributions.

8.22. Anything is this Will to the contrary notwithstanding, the Executor, in his

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Patricia B Warner

discretion, shall have the right, but not the obligation, in the disbursement of any devise or bequest, or any income or principal to a beneficiary under this Will to establish a trust or trust share on such terms as the Executor deems reasonable or necessary allowing the use thereof for the benefit of the beneficiary, which shall include, but not be limited to, petitioning a court of competent jurisdiction to establish a third-party discretionary non-support spendthrift supplemental needs trust or other such relief as is appropriate, and pending a ruling by the court, withhold the trust or estate property, as applicable, otherwise distributable, in trust or otherwise, to such beneficiary. If any such beneficiary should disagree with any decision made by the Executor as provided in this **8.22**, the beneficiary shall have the right to file appropriate pleadings in the court having jurisdiction over this estate or applicable trust to obtain a decision by such court as to any such matter. The Executor's expenses of any such proceedings shall be an expense of the estate.

8.23. Without limiting the general grant of authority and power to my Executor in my Will, I grant to my Executor any and all authority, power and access to any and all of my digital assets, including but not limited to documents, photographs, music, videos, movies, notes, records, memoranda, electronic communications and other information, data and records of all types, kinds and formats (collectively my "**Digital Estate**") stored on any Device or in any server or in the "cloud" or elsewhere. My Executor may access, manage, deactivate, delete and take any and all other actions without limitation regarding my Digital Estate.

My Executor is also granted all authority, power and access over and to any digital and/or electronic device or equipment (collectively "**Device**") owned or used by me and may access any and all of my Digital Estate on any Device.

By granting my Executor this authority, power and access over my Digital Estate and any

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Patricia S. Isaacs

Device, I expressly provide that my Executor:

(i) has the same authority, power and access as I have;

(ii) has my lawful consent as an account holder or authorized user; and

(iii) is authorized as a user of any account, Device or other repository of my Digital Estate.

ARTICLE IX
PAYMENT OF DEBTS, EXPENSES AND TAXES

9.1. I direct that all of my legally enforceable debts, (except debts secured by mortgages or other security instruments, which may be paid off or retained in the sole and reasonable 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 and charitable deductions.

9.2. My Executor is specifically authorized, in my Executor's sole and reasonable discretion, to apply the proceeds from any insurance policies on my life which are payable to my

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estate in paying debts, expenses of administration and taxes, notwithstanding the provisions of any state law to the contrary; provided, however, that this provision shall not be construed so as to make the proceeds of any insurance subject to debts, taxes or expenses, or to waive the exemption as provided in Tennessee Code Annotated Section 56-7-201, or successor provisions.

ARTICLE X
PROVISIONS FOR COMMON DISASTER

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

10.2. In the event any other legatee, devisee or other beneficiary under this Will and I shall die simultaneously or under circumstances which make it difficult to determine which of us died first, I direct that such beneficiary shall be deemed to have **predeceased** me for the purposes of this Will, and I direct further that the provisions of this Will be construed upon that assumption, irrespective of any provision of law establishing a contrary presumption or requiring survivorship for a fixed period as a condition of taking property by inheritance.

ARTICLE XI
SPENDTHRIFT TRUST

11.1. Any Trust or Trust Share herein created shall be a spendthrift trust to the full possible extent allowed by law. 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

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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 XII
WAIVER OF FILINGS

12.1. 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. This waiver shall include, but not be limited to, the inventory as required by Tennessee Code Annotated Section 30-2-301, and the accounting as required by Tennessee Code Annotated Section 30-2-601, or any amendments or successors to such sections.

ARTICLE XIII
ADMINISTRATION OF REAL PROPERTY

13.1. I direct pursuant to Tennessee Code Annotated Section 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, manage, and otherwise deal in any lawful manner with said real property at any time during the administration of the estate, in the sole and reasonable 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.

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ARTICLE XIV
DISCLAIMER BY SPOUSE

14.1. My Spouse, or my Spouse's personal representative, if my Spouse shall fail to survive me for the time period granted for disclaimers by Tennessee Code Annotated Section 31-1-103, is hereby authorized to disclaim all or any part of my Spouse's interest in my estate under this Will or otherwise. After any disclaimer or release, the interest disclaimed shall pass as provided in this Will and shall be held, administered and distributed according to the terms and conditions as set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand on this 30th day of April, 2014, to this my Last Will and Testament and have signed the foregoing twenty-two (22) pages at the bottom thereof for the purpose of identification.

PATRICIA BREWER WARNER

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Signed, published and declared by the said **PATRICIA BREWER WARNER**, being of sound mind and disposing memory, as and for her Last Will and Testament in the presence and sight of us, present at the same time, who at her request, in her 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:

Heather Martin 4 Hunt Club Terrace Ct
Lebanon, TN 37087

Lisa C Wamff 2307 Sunland Cr
Murfreesboro, TN 37128



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AFFIDAVIT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Lisa C Wachtel and Heather Martin being severally duly sworn, depose and say that:

We are acquainted with the said **PATRICIA BREWER WARNER**, who executed this annexed Last Will and Testament, consisting of twenty-three (23) typewritten pages, dated the 30th day of April, 2014, on that date, 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 said Will, **PATRICIA BREWER WARNER**, 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 said instrument at her request and in her presence and sight, and in the presence and sight of each other.

At the time of executing said Last Will and Testament, **PATRICIA BREWER WARNER**, 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 **PATRICIA BREWER WARNER**.

Lisa C Wachtel

Heather Martin

Sworn and subscribed before me this the 30th day of April, 2014.

Phyllis R VanOlst
NOTARY PUBLIC

My Commission Expires:

PHYLLIS R. VANOLST
STATE OF TENNESSEE
NOTARY PUBLIC
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