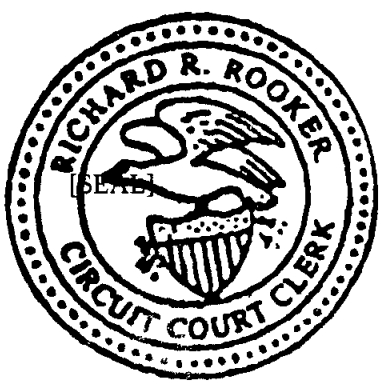
STATE OF TENNESSEE

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 20 day of SEPTEMBER, 2018, in Docket Number 18P1603, IN RE: BRAHANEY, SARAH JEANNINE, 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 25 day of FEBRUARY in the year 2019 and in the 242 year of American Independence.

RICHARD R. ROOKER, Clerk,



[SEAL]

By: _____
Deputy Clerk

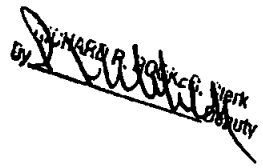
Karen Johnson Davidson County
Batch# 198809 **WILL**
02/25/2019 02:08:46 PM 9 pgs
Fees: $47.00 Taxes: $0.00

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18P1603

FILED



WILL
OF
SARAH JEANNINE BRAHANEY

I, ***Sarah Jeannine Brahaney***, currently residing in Madison, Davidson County, Tennessee, make and declare this document as my Will. I revoke all former wills and codicils.

ITEM I
Family

A. Spouse. I am married to James K. Brahaney, who is referred to in this Will as my spouse. Wherever any disposition in this Will is conditioned upon my spouse's surviving me (other than service as Executor), then my spouse must survive me by thirty (30) days in order to be deemed to have survived me.

B. Children. References in this Will to child or children shall refer only to the following children: James Lawrence Brahaney and Sharon Sue Brahaney.

C. Issue. References to issue in this Will shall refer to both natural-born and adopted descendants. Unless otherwise provided herein, all issue shall take by representation, with the initial division into shares for such purpose to be the first generation below me.

ITEM II
Specific Bequests

I bequeath to my spouse, if my spouse survives me, all of my clothing, jewelry, furniture, furnishings, appliances, tools, sporting goods, yard and garden equipment, automobiles and all of my other tangible personal effects. If my spouse does not survive me, I bequeath such items to my children who survive me, to be divided in an equitable manner as they agree, provided it is done in a peaceful manner. In the event my children are unable or unwilling to divide my personal effects in a peaceful manner, the Executor, exercising an absolute discretion, shall determine what is appropriate for each child to have. If a child is a minor, any items selected for that child shall be delivered to an adult of the Executor's choosing (including the Executor), whose receipt shall constitute complete acquittance of the Executor. Any items not selected by my children shall, in the absolute discretion of the Executor, be distributed or disposed of by the Executor in any one or more of the following

Sarah Jeannine Brahaney

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ways: to charity (with respect only to clothing, appliances, furniture or other items of relatively insignificant value); or sell any items, and add the cash proceeds from the sale to my residuary estate.

ITEM III

Residuary Estate

A. Outright to Spouse if Spouse Survives Me. I bequeath all the rest of the property that I own at my death to my spouse, if my spouse survives me, outright and in fee simple.

B. Spouse Does Not Survive Me; Distribution to Children. If my spouse does not survive me, I bequeath all the rest of the property I own at my death to my children. If any child predeceases me and leaves issue then surviving, such issue shall receive the deceased child's share. If any child predeceases me and leaves no issue then surviving, the deceased child's share shall be distributed to my other children (or by representation to the surviving issue of any other child that is also then deceased). My Executor shall divide my residuary estate into as many equal shares as there are children. The share for James Lawrence Brahaney shall be distributed to him outright and free of trust. The share for Sharon Sue Brahaney shall be held in trust by the Trustee hereinafter named and administered as a separate trust under the following terms and conditions:

1. The Trustee shall pay to or apply for the benefit of Sharon Sue Brahaney ("the Beneficiary") all of the net income in convenient installments but not less than quarterly. The Trustee shall pay to or apply for the benefit of the Beneficiary so much of the principal, up to the whole thereof, of the Trust Estate during her lifetime as the Trustee in his discretion deems advisable for her proper care, support, maintenance and emergency needs. The term emergency, wherever it is used in this Will, means an unusual or nonrecurring need, such as an extended illness, a disabling injury, or a down-payment on the purchase of a home. The Trustee shall determine, in the Trustee's reasonable discretion, whether an emergency exists, and the amount properly payable in the event of the emergency.

2. The Trustee, in exercising his discretionary authority with respect to the payment of principal of the Trust Estate to the Beneficiary, shall take into consideration the mental and physical health of the beneficiary and any income or other resources available to her from sources outside of this Trust that may be known to the Trustee. The determination of the Trustee with respect to the advisability of making any payments out of principal to the Beneficiary shall be conclusive on all persons howsoever interested in the Trust. On the death of the Beneficiary, the Trustee shall pay the expenses of the last illness, funeral and burial of the Beneficiary out of the principal of the Trust Estate, unless the Trustee in his discretion determines that other provisions have been made for the payment of such expenses.

Sarah Jeannine Brahaney

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3. If at the death of Sharon Sue Brahaney there remains any portion of income and principal of the Trust Estate created for said child, after complying with subparagraphs 1-3 above, the Trustee shall terminate said Trust, and pay said funds over to the surviving issue of Sharon Sue Brahaney, if any, equally. If there are no surviving issue, then said funds shall be paid over to the surviving issue of Grantor as provided in Item III (B) above as if Sharon Sue Brahaney had predeceased the Grantor.

ITEM IV

Fiduciaries

A. Executor. I appoint the following persons to serve as the Executor of this Will, with such persons to act successively, in the order named:

1. My spouse, James K. Brahaney.
2. My son, James Lawrence Brahaney.

To the extent permitted by applicable law, no Executor shall be required to furnish bond, file any inventory or file any accountings with respect to the performance of the Executor's duties.

B. Trustee. I appoint the following persons to serve as the Trustee of any trust created by this Will, with such persons to act successively, in the order named:

1. My son, James Lawrence Brahaney.
2. Suntrust Bank

To the extent permitted by applicable law, no Trustee shall be required to furnish bond with respect to the performance of the Trustee's duties.

ITEM V

Administrative Provisions

A. Payment of Debts, Administration Expenses and Taxes. All of my legally enforceable debts (except secured debts, which may be paid or retained in the discretion of the Executor, and if paid shall be without right of contribution from my spouse), my funeral expenses and the expenses of administration of my estate, both domiciliary and ancillary, shall be paid by my Executor as soon as practicable after my death. My Executor shall pay out of my residuary estate all estate, inheritance and other death taxes which shall become payable by reason of my death, whether in respect of property passing under this Will or otherwise, as an expense of administration, without apportionment.

B. Life Insurance. The proceeds of any life insurance payable to my Executor, my Trustee or my estate are to be free from the claims of creditors, and are to be held and

Sarah Jeannine Brahaney

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distributed as provided by the terms of this Will. My Executor may use (but shall not be required to use) any portion of such proceeds as my Executor deems advisable for the payment of debts, expenses and taxes, but only if my Executor deems such use of the proceeds to be in the best interests of my legatees and beneficiaries hereunder.

C. Real Property. Any real property I own at my death is to be part of my probate estate and treated as forming part of my personal estate for purposes of administration.

D. Powers of Executor and Trustee. The Executor and Trustee, in the exercise of a reasonable discretion with respect to all property, real and personal, at any time forming a part of my estate or any trust hereunder, may exercise any and all of the powers set forth in Tennessee Code Annotated § 35-50-110, to the extent applicable, all of which provisions and powers are incorporated herein by reference (as set out in this statute on the date I sign this Will), even if this statute is amended or repealed hereafter and even if my estate or any trust hereunder is administered in a state other than Tennessee. Without in any way limiting the foregoing, the Executor shall at all times during the administration of my estate be vested with all the powers, duties and authority of the Trustee herein provided, and shall be authorized to make payments in the same manner and to the same extent as if the Executor were acting as Testamentary Trustee. I grant to my fiduciaries the authority to appoint resident fiduciaries to serve with them if applicable law requires.

E. Rule Against Perpetuities. Anything in this Will to the contrary notwithstanding, all trusts created hereunder shall terminate one day prior to the expiration of the permissible period under the relevant application of the rule against perpetuities, if any; and upon such termination, all the assets thereof shall be distributed absolutely to those parties (and in the same proportions) as are then receiving or entitled to receive the income therefrom.

F. Distribution to an Incapacitated Beneficiary. During the incapacity of any beneficiary to whom income or principal is payable under this Will, the Trustee, exercising an absolute discretion, may make distribution in any one or more of the following ways: (a) directly to such beneficiary such amount as the Trustee may deem advisable in accordance with the provision of the trust set forth above; (b) to the guardian, conservator or limited guardian of the person or of the property of such beneficiary to expend such income or principal solely for the benefit of the beneficiary; (c) to a relative of such beneficiary upon the agreement of such relative to expend such income or principal solely for the benefit of the beneficiary; or (d) by expending such income or principal directly for such beneficiary.

Sarah Jeannine Brahney

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G. Spendthrift Provision. Neither the income nor principal of any trust herein created, or any share thereof, shall be pledged, assigned, transferred, sold or in any manner whatsoever accelerated, anticipated or encumbered by any beneficiary, nor shall any income or principal of any trust estate hereunder be in any manner subject to or liable in the hands of the Trustee for the debts, contracts or engagements of any beneficiary or be subject to any assignment or any other voluntary or involuntary alienation or disposition whatsoever; but in all distribution of income or principal, the same shall be paid only to the beneficiary entitled, upon receipt of the beneficiary, or to others for his or her benefit as herein provided.

H. Combination of Trusts. If any trust is created under the will of my spouse or under an inter-vivos trust established by me or by my spouse or by both of us, which trust is substantially identical in all material respects with any trust created under this my Will, then the Trustee, in the Trustee's reasonable discretion, may combine such trusts or merge the trust under my Will into such other trust or take any other appropriate action, provided no adverse transfer tax consequences are thereby triggered, in the interests of efficiency and economy of administration.

I. Reports of Trustee. I excuse the Trustee from making any accounting or report to any court or person regarding the administration of any trust herein created, but the Trustee shall furnish to each current or permissible income beneficiary of each trust (or to the parent or guardian of any minor beneficiary) a statement showing the receipts, disbursements and the estimated net value of the trust, on an annual or more frequent basis.

J. Resignation of Trustee. Any Trustee may resign upon thirty (30) days' written notice to the beneficiaries then receiving or entitled to receive income of the trust and to all successor Trustees named hereunder, if any. If resignation occurs, the successor Trustee designated in the preceding Item of this Will shall serve; but if no successor Trustee is designated or able to serve, the Trustee's successor shall be appointed by a majority of such beneficiaries. If the beneficiaries fail to appoint a successor Trustee within this thirty (30) day period, the Trustee may petition the court having jurisdiction over the trust for the appointment of a successor Trustee. The successor Trustee must be a trust company or bank or other financial institution having trust powers and trust assets under management of not less than One Hundred Million ($100,000,000) Dollars. The successor Trustee does not have to be located in Tennessee. Upon appointment of the successor Trustee, the resigning Trustee shall deliver all assets then held to the successor Trustee. The resigning Trustee shall then have full acquittance for all assets so

Sarah Jeannine Bethaney

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delivered (subject to judicial settlement of the accounts of the resigning Trustee if requested by the beneficiaries or by the successor Trustee). A parent or legal guardian for any minor beneficiary shall act on behalf of the minor concerning appointment of any successor Trustee. The successor Trustee shall have all powers and authority herein conferred on the Trustee so replaced, and bond is excused.

K. Instructions Concerning Guardian. I authorize and direct the Trustee to compensate and reimburse the Guardian on a regular basis, and to bear in mind the special responsibilities of guardianship, the sacrifice of the Guardian's time and energy for such purpose and the economic burden that guardianship will place upon the Guardian's household. The Trustee is authorized and directed to spend monies of the trust toward, in whole or in part, as the Trustee determines reasonable under the circumstances, the remodeling or improvement or addition to the Guardian's house, or the purchase of a new house by the Guardian, or to permit the Guardian to move into my house rent-free and to raise my children there, with the Trustee paying all or so much taxes, utilities, insurance and maintenance on my house as the Trustee determines to be reasonable under the circumstances. In the event that the Guardian moves into my house, my Guardian may continue to live in my house for a reasonable time, up to two (2) years, after my children have permanently moved away, during which time the Guardian shall pay rent equal to the utilities, taxes, insurance and ordinary repairs and maintenance of the house.

L. References to Fiduciaries. For convenience, the fiduciaries named in this Will (including any alternates or successors) are sometimes referred to in the singular person and masculine gender, regardless of the number or gender of those actually named herein.

M. Captions. The captions and headings of this Will are for convenience only and shall not define or limit the provisions contained herein.

IN WITNESS WHEREOF, I sign this Will, consisting of this and the preceding Five (5) printed pages, and for the purpose of identification, I have signed or initialed each page, all in the presence of the persons witnessing it, at my request, on this the 18th day of Oct, 2001, at Hendersonville, Tennessee.

Sarah Jeannine Brahaney

SARAH JEANNINE BRAHANEY

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The foregoing instrument consisting of eight (8) pages, including the Affidavit, was signed, published and declared by the Testatrix, SARAH JEANNINE BRAHANEY, to be her Last Will and Testament in the presence of all of us at one and the same time and we at his request and in her presence and in the presence of each other, have hereunto subscribed our names as witnesses, and we do hereby attest to the sound and disposing mind of said Testatrix and to the performance of the aforesaid act of execution on this the 18 day of October, 2001.

WITNESS:

Name

103 Hazel Path Ct

Address

Hendersonville TN

City/State

WITNESS:

Name

103 Hazel Path Ct.

Address

Hendersonville TN 37075

City/State

Copy

STATE OF TENNESSEE
COUNTY OF SUMNER

AFFIDAVIT

We, the undersigned, being duly sworn according to law, depose and say that we are adult citizens of Tennessee; that we witnessed the execution of the Last Will and Testament of Sarah Jeannine Brahaney dated Oct 18, 2001, to which this affidavit is attached, and that this affidavit is being made at the request of the Testatrix, and in accordance with Tennessee Code Annotated Section 32-2-110; that our signatures are affixed to said Last Will and Testament, that we signed or affixed the same at the instance and at the request of the Testatrix and in her presence, and in the presence of each other, at the place and on the date recited in said Last Will and Testament; that the Testatrix signed said paper writing as for her Last Will and Testament in our sight and presence; and that at the time we witnessed said Will, the Testatrix was of legal age, and in our opinion, of sound mind and disposing memory, and did not appear under any undue influence.

WITNESS

WITNESS

Sworn to and subscribed before me on this the 18th day of October, 2001.

NOTARY PUBLIC

My Comm. Expires: 11/02/03