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FILED
JUN - 8 2018
RICHARD R. ROOKER, Clerk
By Deputy

Last Will And Testament of Phillip Edward Pratt

Stamp in Error
FILED
JUN - 7 2018
RICHARD R. ROOKER, Clerk
By Deputy

I, **PHILLIP EDWARD PRATT**, of Davidson County, Tennessee, declare this to be my Last Will and Testament, and I revoke all previous Wills and Codicils that I have made.

ARTICLE I.
Definition and Description of Beneficiaries

In referring to Personal Representatives, fiduciaries, children, descendants, or Beneficiaries, words of any gender shall be deemed to include any other gender, and a reference to the singular shall include the plural, and vice versa, unless the context indicates that such reading would be inappropriate.

I am widowed from **MATTIE PRATT** and not remarried. I have two (2) living children, namely, **FELICIA A. PRATT** and **LA'RINDA PRATT MCKINNIE**. P.E.P. I have three (3) living grandchildren, namely, **DELAUREN PRATT, DELANA PRATT** and **DELIA MCKINNIE.**

For reasons sufficient to me and after thoughtful deliberation, it is my intention that neither my daughter **LA'RINDA PRATT MCKINNIE**, P.E.P. nor my said grandchildren (collectively, "*Disinherited Beneficiaries*") shall participate as a beneficiary or decision maker in any manner under this instrument. Therefore, notwithstanding anything herein to the contrary, for all purposes of this instrument, each of my Disinherited Beneficiaries shall be deemed to have predeceased me.

ARTICLE II.
Specific Bequests

Following my death, the following distributions of specific amounts or specific assets shall be made:

A. Personal Effects. I give my tangible personal property (together with any assignable insurance policies thereon), including any household furniture and furnishings, automobiles, books, pictures, jewelry, art objects, hobby equipment and collections, wearing apparel, and other articles of household or personal use or ornament, but excluding coins held for investment and paper currency, especially those items of sentimental value and not significant monetary value, to my daughter **FELICIA A. PRATT.**

If my said daughter has predeceased me, I give such property to her descendants, per stirpes, to be divided among them as they shall agree, or in the unlikely event they shall not agree, then as my Personal Representative, in its discretion, shall deem fair and equitable, after giving consideration to the wishes of such beneficiaries to the extent practicable, any such

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determination to be final and binding on such beneficiaries. My Personal Representative may, however, sell any article or articles of such tangible personal property which my Personal Representative, in its discretion, deems impractical, inconvenient or inadvisable to distribute to such beneficiaries and in such event the proceeds of sale shall be added to my residuary estate and be disposed of as a part thereof.

In the event that neither my said daughter nor any other person named in this paragraph survives me, such tangible personal property shall be sold and the proceeds thereof shall be added to my residuary estate to be disposed of as a part thereof.

B. Personal Memorandum. The preceding bequest in this Article notwithstanding, I may leave a handwritten Memorandum listing specific Beneficiaries for some or all of the aforementioned items. I specifically request that my wishes as set forth in the Memorandum be observed. My Personal Representative may choose to follow my requests as so stipulated or may admit the note as a Codicil to my Will.

C. Costs of Storing and Distributing Personal Property. All costs of safeguarding, insuring, packing and storing my tangible personal property before its distribution and of delivering each item to the residence of the Beneficiary of that item shall be treated as administration expenses.

ARTICLE III.
Gift of Residue.

I give, devise and bequeath the balance of my estate to my daughter **FELICIA A. PRATT**, if she survives me, outright and free of trust.

If my said daughter does not survive me, such residuary estate shall be distributed to **LAKE PROVIDENCE MISSIONARY BAPTIST CHURCH**, presently located at 5891 Nolensville Pike, Nashville, Tennessee, or its then successor in interest. If there is no such successor in interest, then such property shall instead be distributed to one or more charitable organizations described in Section 170(c) of the Internal Revenue Code of 1986, as amended, as selected by the Personal Representative. In selecting such organization, I request the Personal Representative to give consideration to those charities to which I contributed time or property during my lifetime (to the extent the Personal Representative is aware of such contributions).

ARTICLE IV.
Payment of Taxes and Expenses.

A. Estate and Inheritance Taxes. Except as otherwise provided in this Article, my Personal Representative shall pay from my Residuary Estate all estate and inheritance taxes (including any interest and penalties) and all administration expenses payable in any jurisdiction by reason of my death, whether or not the assets generating those taxes and expenses pass under this Will. The preceding items shall be charged generally against the Principal of my Residuary Estate, without apportionment. Except as I may specifically instruct otherwise below, I waive any right of reimbursement for, recovery of, or contribution toward the payment of those taxes,

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provided, however, that, to the maximum extent permitted by law, my Personal Representative shall seek reimbursement for, recovery of, or contribution toward the payment of estate taxes attributable to property in which I have a qualifying income interest for life, over which I have a power of appointment, or which is included in my Gross Estate under Section 2036 of the Code, and which taxes are not otherwise paid or payable. Any GST Tax resulting from a transfer occurring under this Will shall be charged to the property constituting the transfer in the manner provided by applicable law.

B. Allocation of Basis. In the event that a step up in basis as currently permitted by federal tax law is repealed and a carry-over basis regime is instituted in its place, then I give my Personal Representative the authority to allocate basis, including the limited step up in basis as current law intends to be implemented in the future to assets, so as to maximize the benefit of any step up in basis for my heirs. My Personal Representative is instructed to do so, however, in a way which, insofar as is reasonably possible, equitably distributes such step up in basis among my various heirs. My Personal Representative shall be exonerated from any liability for such allocations except where acting in bad faith and in reckless disregard of my Personal Representative's fiduciary obligations

ARTICLE V.
Personal Representative Nomination and Powers.

A. Personal Representative. I name my daughter **FELICIA A. PRATT** as Personal Representative of this Will. If my daughter is unable, unwilling, or later ceases to serve, I direct that **CLARK SPODEN** shall serve as successor Personal Representative.

B. Ancillary Personal Representative. If the appointment of a Personal Representative is necessary or desirable in any jurisdiction in which no Personal Representative herein named is able and willing to act, I name as my Personal Representative in that jurisdiction such person or corporation as may be designated in an instrument signed by the Personal Representative currently appointed to act for my Estate.

C. Personal Representative's Fee. Any Personal Representative serving hereunder shall be entitled to fair and reasonable compensation for the services such Personal Representative renders to the Beneficiary(ies) and the Estate. The amount of compensation for a corporate Personal Representative should be an amount equal to said Personal Representative's customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale. The Personal Representative shall be reimbursed for the reasonable costs and expenses incurred in connection with the Personal Representative's fiduciary duties performed under this Agreement. Further, the Personal Representative shall allocate its fee on the following basis: one-half (1/2) shall be allocated to principal and one-half (1/2) shall be allocated to income. The compensation of an individual Personal Representative (who is not also a Beneficiary; such Personal Representatives shall not be separately compensated) shall be hourly, based upon detailed records maintained by the Personal Representative, at the Personal Representative 's hourly pay rate at his/her current employer or, if a professional, such person's standard hourly billing rate, but in any event, no individual shall be paid less than $100.00 per hour.

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D. Personal Representative's Powers. I give my Personal Representative, wherever acting, the following powers:

1. Administration of Real Property. I direct, pursuant to T.C.A. §31-2-103, that real property and 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 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.

2. Borrow Money. To borrow money at interest rates then prevailing from any individual, bank or other source, whether or not the lender is then acting as a Personal Representative.

3. Transactions With Other Trusts or Estates. To enter into any transaction authorized by this Article with Trustees, Personal Representatives, or administrators of any other trust or estate, even though a Personal Representative is also a fiduciary of the other trust or estate.

4. Invest and Hold Property. To invest in any property and to hold any property in the name of a nominee or in bearer form.

5. Sell Property. Sell for cash or credit, or on installments, at public or private sale, grant options to purchase, and convey or exchange property, or any life estate, term of years, remainder or reversion therein, for such price, including property of equivalent value (whether of like kind or similar use, and including life estates, terms of years, remainders or reversions), and upon such terms, as my Personal Representative determines.

6. Compromise or Abandon Claims. To compromise or abandon any claims in favor of or against my Estate.

7. Disclaim Property or Interest. To disclaim, in whole or in part, any property or interest therein which passed to me or which was created for my benefit, for any reason, including but not limited to, a concern that such property could cause potential liability under any federal, state or local environmental law.

8. Employ Professionals. To employ accountants, depositories, investment counsel, attorneys, and agents (in each case with or without discretionary powers).

9. Environmental Issues. My Personal Representative shall possess the broadest possible rights and powers regarding the property of my Estate that presents or may present environmental concerns. To that end, my Personal Representative may (i) maintain any real property in compliance with any environmental, health, or safety laws or regulations, (ii) conduct environmental assessments, audits, inspections, and site monitoring; (iii) take all appropriate remedial action to contain, clean up or remove any environmental condition

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including a spill, release, discharge or contamination; (iv) institute legal proceedings concerning environmental conditions or contest or settle legal proceedings brought by any government agency concerned with environmental compliance, or by a private litigant; (v) employ and pay reasonable compensation to agents, consultants and legal counsel to assist or perform the powers granted in this Section; and (vi) withhold a distribution or payment to a Beneficiary until receiving from said Beneficiary an agreement in which the Beneficiary agrees to indemnify my Personal Representative against any claims filed against my Personal Representative asserting liability under any environmental law including liability as an "owner," "operator" or otherwise under the Comprehensive Environmental Response, Compensation Liability Act of 1980, as from time to time amended, or any regulation thereunder; provided, however, that my Personal Representative may not take any action under this Section that would in any way jeopardize any marital deduction for property passing at my death. My Personal Representative shall not be liable to any Beneficiary, or to any other party interested in my Estate, for any loss or depreciation in value of the property as a result of my executor retaining any property on which there is discovered to be hazardous materials or substances requiring remedial action pursuant to any environmental law, unless my executor contributed to that loss or depreciation through willful default or misconduct or gross negligence.

10. Settle or Compromise Claims. To settle or compromise at any time any claim against my Estate related to any such matter asserted by any governmental body or private party.

11. Disclaim Fiduciary Powers. To disclaim any power which my Personal Representative determines may cause my Personal Representative to incur personal liability as a result of any such matter, whether such power is set forth in my Will, incorporated by reference herein, or granted or implied by any statute or rule of law.

12. Decline to Serve Due to Conflict of Interest. To decline to serve as Personal Representative hereunder or, having undertaken to serve, resign at any time my Personal Representative reasonably believes there is or may be a conflict of interest between my Personal Representative in my Personal Representative's fiduciary and individual capacities by virtue of potential claims or liabilities which are or might be asserted against my Estate because of the type or condition of Estate assets.

13. Expenses and Costs. To charge all expenses and costs incurred by my Personal Representative pursuant to the authority granted under this subparagraph against the Income or Principal of my Estate as my Personal Representative shall determine.

14. Execute Instruments. To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against my Estate and containing provisions excluding personal liability.

15. Make Distributions. To make distributions from my Estate in cash or in kind, or partly in each and to value any property for that purpose; and to allocate different kinds or disproportionate shares of property or undivided interests in property among the Beneficiaries.

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16. Accessing Digital Information. To access each online account I have, either in my own name or jointly with anyone, including but not limited to email, bank accounts, brokerage accounts, Internet service providers, retail vendors, utilities, mutual funds and the like; to change my username and password as necessary to gain access to my accounts or information; to open new accounts and close accounts as my Personal Representative determines is necessary or advisable and in my best interests; and to transfer funds among my accounts as my Personal Representative deems necessary or advisable.

17. Tennessee Code Annotated §35-50-110. In addition to all powers given under applicable law and otherwise given herein, my Personal Representative shall have all of the powers enumerated in T.C.A. §35-50-110, as in effect from time to time, and the introductory paragraph and all subparagraphs thereof, to the extent not inconsistent with the expressed provisions hereof, are incorporated herein by reference as fully as if stated verbatim.

E. Waive Court Supervision, Accounting and Bond. The powers granted to my Personal Representative hereunder shall be in addition to all other powers granted by law and shall be exercisable in the discretion of my Personal Representative and without Court order. If, under applicable state law, administration of my Estate may be conducted without Court supervision and approval of accounts, then my Personal Representative shall so administer my Estate. No Personal Representative shall be required to furnish bond or security or file any inventory or accounting with any Court.

F. Tax Elections and Allocations. My Personal Representative shall make such elections and allocations under the tax laws as my Personal Representative considers advisable (whether or not the election or allocation relates to property passing under this Will), without regard to, or adjustments between, Principal and Income or the relative interests of the Beneficiaries. Any decision to exercise tax elections or make allocations hereunder shall be made by my domiciliary Personal Representative, if any, in preference to any ancillary Personal Representative, and shall be binding and conclusive on all persons.

G. Facility of Payment. If any portion of my Estate is distributable to a Beneficiary who is then under the age of twenty one (21) years, my Personal Representative may distribute that Beneficiary's share, without further responsibility, either directly to that Beneficiary, to a qualified individual or trust company designated by my Personal Representative as custodian for that Beneficiary under an applicable Uniform Transfers to Minors Act or similar law, or to the individual having personal custody of that Beneficiary (whether or not court appointed), and the receipt of the distributee shall discharge my Personal Representative.

H. Spendthrift Provisions. To the fullest extent permitted by law, a Beneficiary's interest in the Estate (including Income and Principal) shall not be subject to the Beneficiary's liabilities or creditor claims or to encumbrance, assignment, sale, transfer (voluntary or involuntary), and no power of appointment or power of withdrawal shall be subject to involuntary exercise. However, this spendthrift provision shall not restrict the exercise of a Disclaimer or the exercise of a power of appointment or withdrawal right granted by this instrument, nor shall it prevent or prohibit the complete or partial termination of a Trust.

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ARTICLE XII.
In Terrorem Clause

If any Beneficiary shall contest this Will, the validity of this Will or any provision thereof, or shall institute or join in (except as a party defendant) any proceeding to test the validity of this Will or to prevent any provision thereof from being carried out in accordance with its terms (regardless of whether or not such proceedings are instituted in good faith and with probable cause), then all benefits provided for such Beneficiary are revoked and such benefit shall pass to the remaining Residuary Beneficiaries of my Estate (other than such Beneficiary) in the proportion that the share of each such remaining Residuary Beneficiary bears to the aggregate of the residuary portion of my Estate. Each benefit conferred hereunder is made on the condition precedent that the Beneficiary shall accept and agree to all the provisions of this Will and the provisions of this Article are an essential part of each and every benefit.

ARTICLE XIII.
Interpretive Rules

For all purposes of this Will:

A. Descendants. Except as otherwise provided herein, in determining who is a descendant of mine or of any other person, legal adoption before the adopted person reached the age of Twenty One (21) years, but not thereafter, shall be equivalent to blood relationship. A person born out of wedlock and those claiming through that person shall be deemed to be descendants of the natural mother and her ancestors, and if the natural father acknowledges paternity, the natural father and his ancestors, in each case unless a decree of adoption terminates such natural parent's parental rights.

B. Effect of Divorce. Notwithstanding any provision of this instrument to the contrary:

1. Divorce or Legal Separation of Descendant. In the event a descendant of mine and his or her spouse become divorced or legally separated, such spouse, all descendants of such spouse's parents who are not my descendants and all spouses of such persons who are not descendants of my parents shall be deemed to have died intestate on the date of such divorce or legal separation for all purposes of this instrument (other than for purposes of the Paragraph title "Rule Against Perpetuities") and all rights or interests created hereunder for such persons, whether in their individual, fiduciary and representative capacities, shall immediately be null and void.

2. Fiduciary Capacity. Notwithstanding the foregoing provisions of this Section to the contrary and except as otherwise provided herein, a person who is deemed to have died pursuant to the foregoing provisions of this Paragraph may nonetheless be subsequently designated to serve in any fiduciary capacity hereunder by a plan made or created subsequent to the date such person is otherwise deemed to have died pursuant to the foregoing provisions of this Paragraph.

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C. Per Stirpes. Whenever reference is made to the descendants, "per stirpes," of a person, representation shall be calculated from the generation of that person's children, whether or not a child of that person in fact is living at the time of calculation.

D. Disabled Person. A person shall be considered "disabled" if a minor, if under legal disability, or if in any condition (whether temporary or permanent) which substantially impairs that person's ability to transact ordinary business.

E. Trustee. The term "trustee" and any pronoun referring to that term designate the Trustee or Trustees at any time acting hereunder, regardless of number.

F. Lawful Guardian. The term "lawful guardian" means successively in the order named, the Court appointed guardian of the estate, either parent, or the individual having personal custody (whether or not Court appointed) where no guardian of the Estate has been appointed.

G. Code. The term "Code" refers to the Internal Revenue Code of 1986, as amended, and reference to any provision or section of that Code shall be deemed to refer to the provision or section of the federal tax law that applies on the date of my death, which corresponds to the provision or section referred to that applied at the time of the execution of this instrument; provided, however, if there is no provision or section at the date of my death that corresponds to such provision or section and if the estate tax no longer applies, the reference to a provision or section of the federal tax law shall nevertheless be deemed to refer to the provision or section that applied at the time of the execution of this instrument or the provision that applied immediately before the estate tax law ceased to apply, solely for the purpose of determining the amount of property that passes under a provision of this instrument if the Personal Representative or Trustee, in the Trustee's sole discretion, determines that such result is more consistent with my intention. The Personal Representative or Trustee shall bear no liability for any decision made by either of them in good faith pursuant to the power granted to them under the terms of the previous sentence. The portions of this definition from "provided, however", forward shall be considered not to exist if their inclusion in this instrument would cause any property passing under this instrument that would otherwise qualify for a marital deduction, charitable deduction or special use valuation to fail to qualify.

H. Governing Law. The term "governing law" shall mean all provisions of this instrument relating to the trusts created hereunder shall be governed by and interpreted in accordance with the laws of the State of Tennessee.

I. Personal Representative. The term "Personal Representative" means any Court appointed fiduciary or fiduciaries of my Estate from time to time qualified and acting in any jurisdiction.

J. Pretermitted Heir. I intend that no child born to or adopted by me before or after the date of this will shall be entitled to receive any greater portion of my estate than that portion, if any, which is provided herein.

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IN WITNESS WHEREOF, I have hereunto set my hand to this my Last Will and Testament on the 25th day of September, 2017.

Phillip Edward Pratt

PHILLIP EDWARD PRATT, Testator

On the date last above written the foregoing instrument was signed, published and declared in our presence by Phillip Edward Pratt to be his Last Will and Testament, and he requested us to act as witnesses thereto, and we, in his presence, and in the presence of each other, believing him then to be of sound mind and memory, acting voluntarily and not under duress or constraint of any kind, signed our names as attesting witnesses.

WITNESS:

Christina C. Nolan

Printed Name: Christina C Nolan

Residing at: 3709 Windmill Ct.
Clarksville, TN 37040

Nancy Johnson

Printed Name Nancy Johnson

Residing at: 107 Greenwaven Circle
Dickson, TN. 37055

P.E.P.

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AFFIDAVIT

STATE OF TENNESSEE)

)§

COUNTY OF DAVIDSON)

We, Christina C. Nolan and Nancy Johnson, on oath state:

We are the subscribing witnesses to the attached written instrument dated the 25th day of September, 2017, which purports to be the Last Will and Testament of Phillip Edward Pratt.

On this date the Testator, in our presence, declared the instrument to be his Last Will and Testament, signed the instrument in our presence, and required that we attest his execution thereof; whereupon, in the presence of the Testator and of each other, each of us signed our respective names as attesting witnesses. At the time of the execution of this instrument, the Testator was over the age of eighteen (18) years and appeared to be of sound mind.

This Affidavit is made and signed at the request of the said Testator this 25th day of September, 2017.

WITNESS:

Christina C Nolan

Printed Name: Christina C Nolan

Residing at: 3709 Wind Mill Ct.
Clarksville, TN 37040

Nancy Johnson

Printed Name: Nancy Johnson

Residing at: 107 Greenhaven Circle
Dickson, TN. 37055

Sworn to and subscribed before me this 25th day of September, 2017.

Angela K. Beasley

Notary Public

My Commission Expires: 3-8-21

ANGELA K. BEASLEY
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAR. 8, 2021

P.E.P.

P.E.P.

201905200047573

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 08 day of JUNE, 2018, in Docket Number 18P784, IN RE: PRATT, PHILLIP EDWARD, 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 16 day of MAY in the year 2019 and in the 242 year of American Independence.

RICHARD R. ROOKER, Clerk,



[SEAL]

By: _____

Deputy Clerk

True Copy Certification

I, Kristie Putman, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Kristie Putman

Signature

State of Tennessee

County of Davidson

Personally appeared before me, KAREN HILLEBRAND a notary public for this county and state, Kristie Putman, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Karen H Hillebrand

Notary's Signature

My Commission Expires: 1/3/22

Notary' Seal (if on paper)

