Karen Johnson Davidson County
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STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, do hereby certify that the foregoing is a true and complete copy of the **LAST WILL AND TESTAMENT** heretofore assigned to Seventh Circuit Court (Probate Division) for Davidson County, Tennessee, Case No. **19P1224**.

ESTATE OF REBECCA W. SCHUBERT

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 11th day of July in the year Two Thousand and Nineteen.

RICHARD R. ROOKER, Clerk

RICHARD R. ROOKER CIRCUIT COURT CLERK

By: _____
Deputy Clerk

19p1224
FILED

JUL 11 2019

RICHARD R. ROOKER, Clerk
By _____ Deputy

LAST WILL AND TESTAMENT OF REBECCA W. SCHUBERT

I, Rebecca W. Schubert, a resident of Davidson County, Tennessee, being of sound mind and disposing memory, do hereby make, publish and declare this instrument as my Last Will and Testament ("Will"), hereby revoking any and all other wills and codicils heretofore made by me. At the time of executing this Will, I have one surviving child, Ralph McAdams, III.

ARTICLE I

APPOINTMENT OF PERSONAL REPRESENTATIVE

1.1 I nominate and appoint my son, Ralph McAdams, III, a resident of Davidson County, Tennessee, as Personal Representative of and under this my Last Will and Testament. If, he, shall fail or decline to act, or shall become incapable of acting, or shall resign as Personal Representative under this Will, then I nominate and appoint my granddaughter, Chasity Campbell, currently a resident of Madison, Tennessee, as successor Personal Representative of and under this my Last Will and Testament. If, she, shall fail or decline to act, or shall become incapable of acting, or shall resign as Personal Representative under this Will, then I nominate and appoint my former stepdaughter, Pamela Lynn Schubert, currently a resident of Nashville, Tennessee, as successor Personal Representative of and under this my Last Will and Testament.

1.2 I direct that no bond shall be required of the Personal Representative, whosoever shall serve in that capacity. If a bond is required by law, I direct that said bond be purchased and acquired at the expense of my Estate.

1.3 I hereby waive any requirement or obligation for my Personal Representative to file an inventory or accounting of my Estate with the court having probate jurisdiction over my estate. This waiver shall include, but not 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 II

PAYMENT OF DEBT

2.1 My Personal Representative, in the Personal Representative's sole discretion, may pay my legal debts, burial expenses, and costs of administration of my estate, and I hereby

authorize and empower my Personal Representative, in case of any claim made against my estate, to settle and discharge the same in the absolute discretion of my Personal Representative.

2.2 In the event any property or interest in property passing under this Will, or by operation of law, or otherwise by reason of my death, shall be encumbered by a mortgage or a lien, or shall be pledged to secure any obligation (whether the property or interest in property is so encumbered or pledged shall be owned by me jointly or individually), it is my intention that such indebtedness shall not be mandatorily charged to or paid by my estate, but that my Personal Representative shall have absolute discretion as to whether said indebtedness, either in whole or in part, shall be paid.

ARTICLE III

TAX CONSIDERATIONS

3.1 I am cognizant of the fact that the provisions of the Internal Revenue Code of 1986, as amended (and other applicable laws), in force at the time of my death, and applicable to my estate, may permit my Personal Representative to elect to claim certain administration and other expenses as deductions, either in the income tax returns of my estate or in the estate tax return. It is my desire that my Personal Representative elect to claim from time to time such expenses as deductions on the particular tax returns which, in the Personal Representative's opinion, should result in the smallest combined taxes being paid, irrespective of whether such expenses shall be payable from income or corpus; and my Personal Representative is directed not to make adjustments between income and principal, or between property interest passing to beneficiaries under my Will which may be substantially affected as a result of any election under this Article. It is my wish that such property interest as may be determined as a result to my Personal Representative's election under this Article shall be the interest such beneficiary shall receive. I exonerate my Personal Representative from all liability for any such election and direct that no beneficiary shall have any claims against my Personal Representative or my estate by reason of the exercise of my Personal Representative's judgment in this respect.

ARTICLE IV

POWERS AND COMPENSATION OF PERSONAL REPRESENTATIVE

4.1 My Personal Representative shall have all the powers enumerated in Section 35-50-110, Tennessee Code Annotated, and the introductory paragraph and all subparagraphs

thereof, which, to the extent not inconsistent with the provisions hereof, are hereby incorporated by reference as fully as if copied verbatim herein.

4.2 In accordance with Tennessee Code Annotated Section 31-2-103, I direct that any interests in real property that I own at my death be administered as part of my estate, subject to the control of my Personal Representative. My Personal Representative shall have full power to grant, bargain, sell, convey, lease, encumber, repair, improve, alter, manage, and otherwise deal in any lawful manner with the real property at any time during the administration of the estate. My Personal Representative shall have sole discretion without the approval or joinder of any beneficiary(ies) and without the necessity of any person or entity looking into the application of any proceeds that may or might result from any acts of my Personal Representative pertaining to the real property.

4.3 I recognize that my Personal Representative 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 be used to indemnify and hold my Personal Representative 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 (ii) the investment of the assets with respect to my Estate.

4.4 My Personal Representative 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 Personal Representative, to advise or assist my Personal Representative 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 Personal Representative in the practice of law, accounting or other professions.

4.5 It is my intention that my Personal Representative shall be properly compensated for his or her service. Any corporate Personal Representative shall be entitled to charge for fees and expenses amounts consistent with those generally charged by reputable corporate fiduciaries for such services in the area where such corporate fiduciary is located. It is further my intention that any individual Personal Representative shall be entitled to charge for fees and expenses amounts consistent with those generally charged by reputable corporate fiduciaries in the area where such individual fiduciary is located.

4.6 Whenever under this Will, any fiduciary, including, but not limited to, a Personal Representative, 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 document 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 document and specific provisions of law applicable to such decisions.

4.7 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 actions to take or any 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 estate or trusts to obtain a decision by such court as to any such matter.

ARTICLE V

DISPOSITION OF PERSONAL PROPERTY

5.1 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 Personal Representative honor this letter, and that my spouse and other family members abide by the request set forth in such letter. However, such letter shall not constitute a testamentary devise, and my Personal Representative shall not be bound by such letter. Any items mentioned in such letter, and not treated as set forth in such letter, shall pass in accordance with Articles VI and VII of and under this Will.

ARTICLE VI

OUTRIGHT GIFT TO SON

6.1 If my son, Ralph McAdams, III, shall survive me, then I hereby give, devise, and bequeath to him all the rest, residue, and remainder of my property, real, personal, and mixed, tangible and intangible, of whatever kind and character, and wheresoever situated or located, personal effects, household contents, and automobiles as I own at the time of my death including the proceeds of any insurance policies payable to my Estate.

ARTICLE VII

BEQUEST OF RESIDUARY ESTATE

7.1 Should my son, Ralph McAdams, III, not survive me, then I hereby give, devise and bequeath all of the rest, residue, and remainder of my property, real, personal, and mixed, tangible and intangible, of whatever kind and character, and wheresoever situated or located,

including the proceeds of any life insurance policies payable to my Estate, to my Trustee, named in Article VIII of and under this Will, solely in such capacity to be held, administered and distributed pursuant to the Trust created in Article IX of and under this Will, upon the uses and purposes hereinafter set out. All property now or hereafter subject to this Trust shall constitute the Trust Estate.

ARTICLE VIII

APPOINTMENT OF TRUSTEE

8.1 I nominate and appoint my granddaughter, Chasity Campbell, currently a resident of Madison, Tennessee, as Trustee of the Family Trust named in Article IX of and under this Will. If, she, shall fail or decline to act, or shall become incapable of acting, or shall resign as Trustee of the Family Trust, I nominate and appoint my former stepdaughter, Pamela Lynn Schubert, currently a resident of Nashville, Tennessee, as successor Trustee of the Family Trust. If, she, shall fail or decline to act, or shall become incapable of acting, or shall resign as Trustee of the Family Trust, I nominate and appoint Edward Jones Trust Company, located in St. Louis, Missouri, or its successor in interest, as successor Trustee of the Family Trust.

8.2 If the last named successor Trustee fails to serve or is incapable of serving, then a successor Trustee shall be appointed by a court of competent jurisdiction. The named successor Trustee shall be a bank or trust company (which shall not be required to be a Tennessee corporation or to have an office in Tennessee) with a trust department that has assets under management of at least $300,000,000.

8.3 If at any time a Trustee named above is removed as a Trustee by a court of competent jurisdiction, and there are no other named successor Trustee(s), then the court and/or the income beneficiary (or conservator, if court appointed) of the Family Trust, shall have the right 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 successor Trustee of such Trust. Any such bank or trust company shall have a trust department with assets under management of at least $300,000,000.

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

8.5 I direct that no bond shall be required of the Trustee or successor Trustee, unless the court and/or the income beneficiary (or conservator, if court appointed) of the Family Trust requires pursuant to Article 8.3 of and under this Will. If a bond is required by law, I direct that said bond be purchased and acquired at the expense of the Trust.

ARTICLE IX

TESTAMENTARY FAMILY TRUST

9.1 I hereby create the Trust to be known as the Rebecca W. Schubert Family Trust ("Family Trust" or "Trust"), with the assets to be held, administered and distributed upon the uses and purposes hereinafter set out.

9.2 The term "Grandson" as used herein shall only refer to my grandson, Chaz Joseph Wells Hailey.

9.3 This Family Trust is for the benefit of my grandson, Chaz Joseph Wells Hailey.

9.4 If my Grandson or his issue shall not survive me, the gift, devise and bequeath to the Family Trust shall lapse, and I hereby give, devise, and bequeath the proceeds designated to the Family Trust to my granddaughter, Chasity Campbell, currently a resident of Madison, Tennessee, my two nieces, and four nephews, all currently residents of the State of Georgia, in equal shares, per capita.

9.5 If this Family Trust is in existence, and upon the death of my Grandson and his issue, this Family Trust shall terminate and the Trustee shall distribute the Trust Estate as follows: To my granddaughter, Chasity Campbell, currently a resident of Madison, Tennessee, my two nieces, and four nephews, all currently residents of the State of Georgia, in equal shares, per capita.

9.6 From the creation of this Trust until the complete disbursement, 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 her or its discretion to provide for the health, education, support, and maintenance of my Grandson, as his needs may require, taking into account any other income, opportunities for income or means of support available to my Grandson to the knowledge of the Trustee. The distributions for the health, education, support, and maintenance of my Grandson may also include expenses for private school, extracurricular activities and the like. Any income not currently used shall be accumulated and added to the Trust principal.

9.7 I desire that my Grandson earn a college degree, and if he so chooses, a graduate or doctorate degree. I hope that my Grandson earns scholarship funds to cover the complete cost of a college education, but if not, the Trustee shall also distribute funds sufficient to pay for my Grandson's college of choice after applying assets held in any college fund, such as a 529 Plan or Education Savings Account.

9.8 Upon my Grandson's graduation from college, the Trustee shall provide my Grandson a college graduation gift of $10,000.

9.10 When my Grandson attains 25 years of age, an amount equal to 20% of the Trust shall be distributed to my Grandson, outright and free of Trust.

9.11 When my Grandson attains 30 years of age, an amount equal to 30% of the Trust shall be distributed to my Grandson, outright and free of Trust.

9.12 When my Grandson attains 35 years of age, an amount equal to 50% of the Trust shall be distributed to my Grandson, outright and free of Trust.

9.13 When my Grandson attains 40 years of age, the remainder of the Trust shall be distributed to my Grandson, outright and free of trust.

9.14 If at any time before the final distribution and termination of this Trust, should my Grandson be deceased, leaving issue living, then their share shall be held in trust for such issue on the same terms as held for my deceased Grandson, per stirpes.

9.15 The powers to distribute or accumulate income, or to encroach, granted under this Family Trust shall not constitute a general power of appointment. The Trustee shall not have the right under this Family Trust to participate in any decision to distribute or accumulate income, or to encroach; for the benefit of such Trustee, the creditors of such Trustee, the estate of such Trustee, the creditors of the estate of such Trustee, or to satisfy the legal obligation of such Trustee.

Powers of Trustee

9.16 To carry out the purposes of this Trust and subject to any limitations stated elsewhere in this instrument, the Trustee is vested with the powers delineated below affecting the Trust and the Trust Estate. Further, the Trustee shall have all the powers enumerated in Section 35-50-110, Tennessee Code Annotated, and the introductory paragraph and all subparagraphs thereof as they relate to a trustee, which, to the extent not inconsistent with the provisions hereof, are hereby incorporated by reference as fully as if copied verbatim herein. Therefore, the Trustee

shall have all the powers enumerated in Section 35-15-816, Tennessee Code Annotated, and the introductory paragraph and all subparagraphs thereof, which, to the extent not inconsistent with the provisions hereof, are hereby incorporated by reference as fully as if copied verbatim herein. Pursuant to Section 35-50-109, Tennessee Code Annotated, any reference to estate in Section 35-50-110 shall be applicable and construed to mean the trust estate. The Trustee is vested with the powers delineated below affecting the Family Trust and the Trust Estate:

a. To retain, whether originally a part of the Trust Estate or subsequently acquired, and to purchase or otherwise acquire and to retain, any property, whether or not such property is authorized for investment by law, or is unsecured, unproductive or of a wasting nature, all without diversification as to kind and amount;

b. To transfer, sell, exchange, partition, lease, mortgage, create a security interest in, pledge, give options upon or otherwise dispose of any property at any time held by it, at public or private sale or otherwise, for cash or other consideration or on credit, and upon such terms and conditions, with or without security, and for such price, as the Trustee may determine;

c. To hold any part of the Trust Estate in cash or uninvested for any period deemed advisable;

d. To extend, modify or waive the terms of any bond and mortgage at any time forming part of the Trust Estate; to foreclose any such mortgage or take title to the property securing it by deed in lieu of foreclosure or otherwise; to protect or redeem any such property from forfeiture for nonpayment of taxes or other liens; and generally to exercise as to such bond or mortgage or such property all powers that an absolute owner might exercise;

e. To exercise any option, right or privilege to convert bonds, notes, corporate shares or other securities or to subscribe for additional or other bonds, notes, corporate shares or other securities; to make such conversions or subscriptions; to make payments therefor, and to advance or borrow money for the purpose of exercising any option, right or privilege; and to hold as investments, bonds, notes, corporate shares and other securities so acquired, notwithstanding that they are not of a character authorized for investments by law or by other provisions of this Family Trust;

f. To vote any corporate shares held by it in person, through its designees, or by proxy, with or without power of substitution, and to execute authority or proxies to one or more designees or nominees;

g. To hold or register any securities or other property of the Trust Estate in the names of a nominee or in such form as to pass by delivery, with or without indicating that the fiduciary character of such securities or other property;

h. To contest, settle, pay, extend, renew, modify or compromise, upon such terms as it may determine, and upon such evidence as it may deem sufficient, any obligation or claim, including taxes, either in favor of or against the Family Trust;

i. To divide and distribute the Trust Estate in kind or in money, or partly in each, or by way of undivided interests, and for such purposes to value any property to be thus divided or distributed at fair market values at the date or dates of distribution;

j. Collect Trust Estate property and accept or reject additions to the Trust Estate property from any person;

k. Acquire or sell property, for cash or on credit, at public or private sale;

l. Exchange, partition, or otherwise change the character of Trust Estate property;

m. Deposit Trust Estate money in an account in a regulated financial-service institution;

n. Borrow money, with or without security, and mortgage or pledge Trust Estate property for a period within or extending beyond the duration of the Family Trust;

o. With respect to an interest in a proprietorship, partnership, limited liability company, business trust, corporation, or other form of business or enterprise, continue the business or other enterprise and take any action that may be taken by shareholders, members, or property owners, including merging, dissolving, or otherwise changing the form of business organization or contributing additional capital;

p. With respect to an interest in real property, construct, or make ordinary or extraordinary repairs to, alterations to, or improvements in, buildings or other structures, demolish improvements, raze existing or erect new party walls or buildings, subdivide or develop land, dedicate land to public use or grant public or private easements, and make or vacate plats and adjust boundaries;

q. Enter into a lease for any purpose as lessor or lessee, including a lease or other arrangement for exploration and removal of natural resources, with or without the option to purchase or renew, for a period within or extending beyond the duration of the Family Trust;

r. Grant an option involving a sale, lease, or other disposition of Trust Estate

property or acquire an option for the acquisition of property, including an option exercisable beyond the duration of the Family Trust, and exercise an option so acquired;

s. Insure the property of the Trust Estate against damage or loss and insure the Trustee, the trustee's agents, and beneficiary against liability arising from the administration of the Family Trust;

t. Abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration;

u. Pay taxes, assessments, compensation of the Trustee and of employees and agents of the Family Trust, and other expenses incurred in the administration of the Family Trust;

v. Exercise elections with respect to federal, state, and local taxes;

w. Select a mode of payment under any employee benefit or retirement plan, annuity, or life insurance payable to the trustee, exercise rights thereunder, including exercise of the right to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds;

x. Make loans out of Trust Estate property, including loans to a beneficiary on terms and conditions the Trustee considers to be fair and reasonable under the circumstances, and the Trustee has a lien on future distributions for repayment of those loans;

y. Pledge Trust Estate property to guarantee loans made by others to the beneficiary;

z. Pay an amount distributable to a beneficiary who is under a legal disability or who the Trustee reasonably believes is incapacitated, by paying it directly to the beneficiary or applying it for the beneficiary's benefit, or by: (a) Paying it to the beneficiary's conservator or, if the beneficiary does not have a conservator, the beneficiary's guardian; (b) If the Trustee does not know of a conservator, guardian, custodian, or custodial trustee, paying it to an adult relative or other person having legal or physical care or custody of the beneficiary, to be expended on the beneficiary's behalf; or (c) Managing it as a separate fund on the beneficiary's behalf, subject to the beneficiary's continuing right to withdraw the distribution;

aa. Resolve a dispute concerning the interpretation of the Family Trust or its administration by mediation, arbitration, or other procedure for alternative dispute resolution;

bb. Prosecute or defend an action, claim, or judicial proceeding in any jurisdiction to protect Trust Estate property and the Trustee in the performance of the Trustee's duties;

cc. Sign and deliver contracts and other instruments that are useful to achieve or facilitate the exercise of the Trustee's powers;

dd. To employ accountants, attorneys, auditors, investment advisors or other agents, and delegate investment authority to them or other persons whose services may be necessary or advisable, in the judgment of the Trustee, to advise or assist the Trustee in the discharge of the Trustee's duties, or in the conduct of any business constituting an asset of the Family Trust, or in the management, maintenance, improvement, preservation or protection of any property of the Family Trust, or otherwise in the exercise of any powers vested in the Trustee. This power shall include, but not be limited to, attorneys, accountants or other professionals who may be partners of or associates with the Trustee in the practice of law, accounting or other professions.;

ee. On termination of the Family Trust, exercise the powers appropriate to wind up the administration of the Family Trust and distribute the Trust Estate property to the persons entitled to it; and

ff. To do any and all other things, not in violation of any other terms of the instrument, that, in the judgment of the Trustee, are necessary or appropriate for the proper management, investment and distribution of the assets of the Family Trust in accordance with the provisions of the instrument, and in the Trustee's judgment are for the best interests of the Family Trust and its beneficiary.

Compensation of Trustee

9.17 I recognize that the 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 Trust Estate be used to indemnify and hold the Trustee harmless with respect to any and all acts, except for fraud, bad faith, or willful misconduct of such person, in connection with: (i) the administration of the Family Trust; or (ii) the investment of the assets with respect to the Trust Estate. No Trustee shall be liable or responsible for any act, omission, or default of any other Trustee.

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

Absolute End of Trust

9.19 This Agreement shall vest all beneficial interests and/or terminate by the date 360 years from the date the Family Trust is in existence.

Spendthrift Provision

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

General Provisions

9.21 Whenever income or principal is paid to a beneficiary or for the benefit of a beneficiary, then such income or principal may be paid directly to the guardian of my Grandson or to anyone else for the use or benefit of a beneficiary (including the conservator if a conservatorship was ordered by a court of competent jurisdiction), irrespective of the mental competency of a beneficiary, as the Trustee deems proper, and the receipt of the person to whom the payments are made shall be sufficient acquittance for the Trustee, and such payments made by the Trustee may be made without the intervention of any guardian or approval of the Court.

9.22 At any time when it shall become necessary to divide assets between any of the beneficiaries herein named, or within any Trust created herein, or to distribute any of said assets, such division or distribution shall be made in such manner as the Trustee deems proper and may be made in cash or in kind, or partly in cash and partly in kind. The judgment of the Trustee on the relative value of assets shall be binding and conclusive on all parties interested. Further, in making distribution of assets, the Trustee shall not be required to distribute a particular asset pro rata to all beneficiaries entitled to receive a distribution, and the Trustee may make division and distribution of assets without regard to the basis of such assets for Federal or State income tax purposes.

9.23 The Trustee shall not be required to provide notice as to this Family Trust created herein to any future beneficiary, notwithstanding any law to the contrary.

9.24 If at any time the Trustee is uncertain as to the interpretation of this document, as to such Trustee's authority under this document, as to the appropriate actions to take or any other

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

9.25 The Trustee shall not be required at any time to file an account in any court nor shall the Trustee be required to have any account judicially settled, unless ordered by the court. Nothing herein, however, shall be construed as limiting the right of the Trustee to seek a judicial settlement of any account.

9.26 No disposition, charge or encumbrance on the income or principal of the Family Trust by a beneficiary shall be valid or binding upon the Trustee. No beneficiary shall have the right, power or authority to assign, transfer, encumber or otherwise dispose of such income or principal or any part thereof until the same shall be paid to such beneficiary by the Trustee. No income or principal shall be subject in any manner to any claim of any creditor of any beneficiary or liable to attachment, execution or other process of law prior to its actual receipt by the beneficiary.

9.27 For purposes of this Family Trust, the disability or incapacity of an individual (including any Trustee) shall be conclusively established by a written statement signed by such individual's regular attending physician and filed with the records of any trust established hereunder attesting that, in such physician's opinion, such individual is unable to manage his or her affairs. If the individual's regular attending physician is unavailable, then the written statement shall be from two physicians practicing in separate medical groups. Such written statement shall be conclusive evidence of such fact, and any third party may rely on same in dealing with the Family Trust and shall not be obliged to inquire whether such individual is no longer under such disability or incapacity at the time of such dealings.

9.28 The headings or captions used herein are for convenience only, and shall not be construed to describe, interpret, define, amplify or limit the scope, extent or intent of this Family Trust or any provision hereof.

9.29 If any portion of this Family Trust is declared invalid or unenforceable by final judgment of any court of competent jurisdiction, such determination shall not affect the remaining provisions of this Family Trust, which shall remain in full force and effect, as such invalid portion shall be deemed severable.

ARTICLE X

NO CONTEST CLAUSE

10.1 If any beneficiary(ies) named herein or other person challenges or contests this Will, I specifically request that that beneficiary be disinherited and receive nothing under my Will. If a court of competent jurisdiction orders that any amount be awarded to the contesting beneficiary or other person, the contesting beneficiary or other person shall pay all costs including reasonable attorneys' fees incurred (during the will contest litigation) by my Estate prior to any disbursement to the contesting beneficiary or other person, unless the court's judgment was for fraud, undue influence, duress, or lack of testamentary capacity.

ARTICLE XI

PROVISIONS FOR COMMON DISASTER

11.1 In the event my son, Ralph McAdams, III, and I shall die simultaneously or under circumstances that make it difficult to determine which of us died first, or within thirty (30) days of one another, I direct that I be deemed to have survived my son, Ralph McAdams, III, for purposes of this Will in accordance with Tennessee Code Annotated Section 31-3-120, and I further direct that the provisions of this Will be construed upon that presumption, 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 XII

SEVERABILITY CLAUSE

12.1 Should any paragraph or portion of this Last Will and Testament be ruled invalid, the remaining paragraphs or portions of this Last Will and Testament shall remain in effect.

ARTICLE XIII

HEADINGS CLAUSE

13.1 The headings or captions used herein are for convenience only, and shall not be construed as limiting the construction of the provisions of this Last Will and Testament.

IN WITNESS WHEREOF, I have hereunto set my hand on this 13th day of August, 2015, to this my Last Will and Testament and have signed or initialed the 16 pages of this document at the bottom thereof for the purpose of identification.

Rebecca W. Schubert

REBECCA W. SCHUBERT

SIGNED, DECLARED AND PUBLISHED by the above-named testator, Rebecca W. Schubert, as and for her Last Will and Testament, in our sight and presence, who signified to us, the attesting witnesses, that the foregoing instrument is her Last Will and Testament, consisting of 16 pages; and we have hereunto affixed our signatures as attesting witnesses, at her request, in her sight and presence, and in the sight and presence of each other; this 13th day of August, 2015.

WITNESS:

Sheila M. Matlock

Stanley H Matlock

ADDRESS:

1239-Old Dickerson Rd.
Goodlettsville, TN. 37072

1239 Old Dickerson Rd
Goodlettsville TN 37072

Sworn and subscribed before me this 13th day of August 2015.

JEFF STRICKLAND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

Notary Public

My commission expires: August 23, 2016

AFFIDAVIT

Sheila M. Matlock and STANLEY H. MATLOCK, being first duly sworn, do jointly and severally make oath as follows:

At the time of executing said Last Will and Testament, Rebecca W. Schubert was over the age of eighteen years and, in our opinion, was of sound mind and disposing memory and signed the Last Will and Testament as her free and voluntary act.

We are acquainted with Rebecca W. Schubert, who executed this Last Will and Testament, dated this 13th day of August, 2015, consisting of 16 typewritten pages, at Nashville, Tennessee, by subscribing her name at the end thereof in the presence and sight of each of us. She declared the foregoing instrument to be her Last Will and Testament, and we have hereunto

affixed our signatures as attesting witnesses, at her request and in her presence and sight, and in the presence and sight of each other, this 13th day of August, 2015.

WITNESS:

Stanley Mattock
Signature

ADDRESS:

1239 Old Dickerson Rd
Address

Goodlettsville Tn. 37072
City, State and Zip

Sheila M. Mattock
Signature

1239 Old Dickerson Rd.
Address

Goodlettsville, TN. 37072
City, State and Zip

Sworn and subscribed before me this 13th day of August, 2015.

JEFF STRICKLAND NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TN

Notary Public

My commission expires: August 23, 2016