STATE OF TENNESSEE

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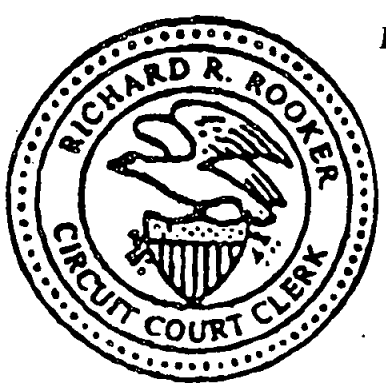
I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the LAST WILL AND TESTAMENT heretofore filed in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 08 day of NOVEMBER, 2018, in Docket Number 18P1830, IN RE: PRITCHARD, DAVID ET.AL, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 01 day of AUGUST in the year 2019 and in the 243 year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]



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EXHIBIT
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18P1830

LAST WILL AND TESTAMENT

OF

DAVID PRITCHARD

Prepared by:

Carolyn W. Schott
Sherrard Roe Voigt & Harbison, PLC
150 3rd Ave. South, Suite 1100
Nashville, Tennessee 37201
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NOV 08 2018
RICHARD ROOKER Clerk
By

LAST WILL AND TESTAMENT

OF

DAVID PRITCHARD

I, David Pritchard, a resident of Nashville, Davidson County, Tennessee, and a citizen of the United States, make, publish and declare this to be my Last Will and Testament, hereinafter referred to as my "Will" or "this Will," revoking all former Wills and Codicils made by me.

ARTICLE I.
FIDUCIARY APPOINTMENTS

1. Executor.

I appoint my sister, Susan Pritchard, to be the Executor of my estate. If my sister, Susan Pritchard, shall be unwilling or unable to serve for any reason, then I appoint my brother, Michael Pritchard, to serve as alternate Executor. I direct that no bond shall be required of my Executor in any jurisdiction. My Executor shall be entitled to reasonable compensation for services rendered and may be reimbursed for reasonable expenses incurred in carrying out the Executor's duties.

Should an ancillary administration of my estate be necessary, I authorize my Executor to appoint an ancillary administrator who shall be vested with all of the powers granted to the Executor in my Will and shall also serve without bond, unless any named Executor should determine bond to be desirable.

2. Trustee.

I appoint my sister, Susan Pritchard, to be the Trustee of any trust created under this Will. If my sister, Susan Pritchard, shall be unwilling or unable to serve for any reason, then I appoint my brother, Michael Pritchard, to serve as alternate Trustee. I direct that no bond shall be required of the Trustee in any jurisdiction.

ARTICLE II.
SPECIFIC BEQUESTS

1. Distribution of Personal Effects by Handwritten Document.

I give and bequeath certain items of my personal and household effects to those persons designated in a separate document that may be in existence at the time of my death, which will be written entirely in my own handwriting and signed and dated by me, and which will describe the items and the legatees with reasonable certainty. If no separate document is found and properly identified by my Executor within sixty (60) days after my Executor's qualification as such, it shall be presumed that no such separate document exists, and any subsequently discovered separate document shall be ignored. In the event any person named in such separate document shall predecease me, then the bequest made to such person shall lapse and become null and void.

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2. Bequest of Jeep.

I give and bequeath my Jeep automobile to my brother, Donald Pritchard, outright and free of trust. If Donald does not survive me this bequest shall lapse.

3. Distribution of Remaining Personal Effects.

I give and bequeath all of my personal and household effects that are not specifically bequeathed pursuant to the aforesaid separate document, including all jewelry and other articles of personal use, automobiles (other than the Jeep bequeathed to my brother or pursuant to paragraph 2 above) and their accessories, and any and all interests that I may have in furniture, furnishings, art, and household goods and equipment, together with any insurance policies thereon, to my friend, Joseph Pritchard. If Joseph does not survive me, then the aforesaid property shall be distributed to my siblings, with the issue of any deceased sibling taking his or her parent's share, per stirpes. The property shall be divided among them as they shall agree, or if they shall fail to agree upon the division within six (6) months from the date of my death, then the property shall be divided among them by my Executor, in my Executor's sole and absolute discretion, in as nearly equal portions as may be practicable, having due regard for the personal preferences of the beneficiaries. If a distributee of any of the aforesaid property is a minor, then the guardian of the minor shall act for the minor with respect to the division and shall take possession of the items for the benefit of the minor. If the guardian has not distributed all of the items to the minor prior to the minor attaining age eighteen (18), then the final distribution shall be made at that time. Any articles not selected by or for the beneficiaries may be sold either publicly or privately, or otherwise disposed of, as my Executor may elect, in my Executor's sole discretion, and any proceeds shall be added to my residuary estate. The reasonable cost of insuring, packing, shipping and storing such personal property shall be charged against my estate as an expense of administration.

4. Specific Bequests to Individuals.

(a) Bequest to Gregory Home Trust.

I give and bequeath my interest in the real property located at 1018 2nd Avenue South, Nashville, Tennessee, to the Trustee of the Gregory Home Trust to be held, administered and distributed in accordance with the provisions of ARTICLE IV of this Will.

(b) Bequests to Joseph Pritchard.

I give and bequeath all of my interest in my sole proprietorship, TonsOfSocks 1024 2nd Avenue South, Nashville, Tennessee, to my brother, Joseph Pritchard. I further give and bequeath all my interest in the real properties located at 1022 2nd Avenue South, Nashville, Tennessee, 1024 2nd Avenue South, Nashville, Tennessee, and 1028 2nd Avenue South, Nashville, Tennessee, to my brother, Joseph Pritchard. If Joseph does not survive me, this bequest shall lapse.

D. P.

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(c) Bequest to Raymond Maychak.

I give and bequeath the sum of Fifteen Thousand Dollars ($15,000) to Raymond Maychak. If Raymond does not survive me, this bequest shall lapse.

(d) Bequest to Robert Sawyer.

I give and bequeath the sum of Fifteen Thousand Dollars ($15,000) to Robert Sawyer. If Robert does not survive me, this bequest shall lapse.

(e) Bequest to Carlton Baquas Smith.

I give and bequeath the sum of Ten Thousand Dollars ($10,000) to Carlton Baquas Smith. If Carlton does not survive me, this bequest shall lapse.

5. Charitable Bequest.

I give and bequeath the sum of Fifteen Thousand Dollars ($15,000) to St Patrick Catholic Church, 1219 Second Avenue South, Nashville, Tennessee, for the maintenance fund of the church. Provided, however, if the organization named is not in existence or is not described in §§170(c) and 2055(a) of the Code at the time when any distribution of property is to be made to it, then my Executor shall select another organization having similar charitable purposes that so qualifies, as determined by my Executor in my Executor's sole discretion. If my Executor selects more than one such organization, my Executor shall determine the proportion of the property to be distributed to each organization so selected.

ARTICLE III.
DISPOSITION OF RESIDUARY ESTATE

My Executor shall divide all of the rest, residue and remainder of my property of every kind and description, and wherever located, including any lapsed or void legacy or devise (but not including any property over which I may have power of disposition or appointment) into two separate shares to be distributed as follows:

1. Share for Gregory Horne.

If Gregory Horne survives me, one fifth (1/5) of my Residuary Estate shall be distributed to the Trustee of the Gregory Horne Trust to be held, administered and distributed in accordance with the provisions of ARTICLE IV of this Will.

2. Share for Siblings.

The remaining four fifths (4/5) of my Residuary Estate, or all thereof if Greg does not survive me, shall be divided into as many separate and equal shares as I have siblings then living and deceased siblings with issue then living. My Executor shall then distribute one share to each of my siblings then living, and one share per stirpes to the issue of any deceased sibling, provided that the share of any beneficiary who is then under the age of twenty-five (25) shall be distributed, in the Executor's discretion, to (i) a custodian for the beneficiary under the Tennessee Uniform

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Transfers to Minors Act and held pursuant thereto until the beneficiary attains the age of twenty-five (25) or (ii) a Spendthrift Trust for the beneficiary to be held by the Executor as Trustee. The Trustee shall hold such trust for the beneficiary until he or she attains the age of twenty-five (25) and in the meantime use such part of the income and principal of the share of such beneficiary as the Trustee may deem necessary to provide for his or her health, education, maintenance and support. The Trustee shall have the powers enumerated in T.C.A. §35-50-110 and §35-15-816, and the introductory paragraph and all subparagraphs thereof, to the extent applicable. I direct that no bond shall be required of the Trustee in any jurisdiction. When the beneficiary attains age twenty-five (25), the Trustee shall distribute the balance then remaining in the trust to the beneficiary, outright. If such beneficiary should die before attaining age twenty-five (25), the property held in trust shall be distributed to the beneficiary's estate.

3. Residuary Estate.

As used herein, "Residuary Estate" shall mean my probate residuary estate after payment of all specific bequests and all deductible and non-deductible expenses and taxes.

ARTICLE IV.
GREGORY HORNE TRUST

1. Purpose of Trust.

The purpose of the Gregory Horne Trust is to provide for the management of my assets for the benefit of my friend, Greg, during his lifetime and distribute any assets remaining in the trust at Greg's death to my named beneficiaries.

2. Income Distributions.

The Trustee shall be authorized, in quarterly or more frequent installments, to distribute to or for Greg's benefit all or any part of the of the income of the trust in such amounts as the Trustee may, in the Trustee's sole discretion, determine advisable or in his best interest. Any income not so distributed in any year shall be accumulated and added to the principal of the trust annually.

3. Principal Distributions.

The Trustee shall be authorized, at any time and from time to time, to distribute to or for Greg's benefit all or any part of the principal of the trust in such amounts as the Trustee may, in the Trustee's sole discretion, deem necessary to provide for his health, education, maintenance and support. In addition, the Trustee shall be authorized to distribute to or for Greg's benefit all or any part of the principal of the trust in such amounts as the Trustee may, in the Trustee's sole discretion, deem desirable to enable Greg to purchase a home, enter into a trade, profession or business, or for similar purposes if the Trustee shall deem such distribution for his best interest. Alternatively, the Trustee may purchase a home or other personal use asset for Greg's use, invest in a business in which he intends to be employed, or make such other investments of trust assets for his benefit as the Trustee deems to be in Greg's best interest. All discretionary principal distributions shall be made giving consideration to Greg's financial and personal circumstances. In addition, to the extent feasible, it is my hope and expectation that the Trustee will consult with Greg before making

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distribution decisions, but the Trustee shall not be bound to take, or refrain from taking, any action based upon such consultations.

4. Terminating Principal Distributions.

The Trustee may, in the Trustee's sole discretion, make terminating distributions to Greg at such times and in such amounts (including making a terminating distribution of the entire trust principal) as the Trustee deems appropriate, necessary or advisable. Provided, however, the Trustee shall be guided by the provisions of paragraphs 2 and 3 of ARTICLE V in exercising the discretion granted hereunder.

5. Trustee's Discretion Regarding Distributions.

In exercising the Trustee's discretion concerning making discretionary distributions, I expect the Trustee to take into account the factors set forth in paragraphs 2 and 3 of ARTICLE V. In addition, notwithstanding the preceding paragraph, whenever the Trustee is authorized to make terminating distributions, the Trustee shall be authorized, in the Trustee's sole discretion, to postpone making such a terminating distribution, or to make terminating distributions in installments, if the Trustee determines such action to be advisable taking into account the factors set forth in paragraphs 2 and 3 of ARTICLE V of this Will.

6. Residence.

If the Trustee owns any interest in real property, then during Greg's lifetime, he shall have full occupancy and use of such property as long as he occupies it as a residence and he shall have all the rights described in paragraph 4 of ARTICLE V.

7. Distribution of Trust Following Greg's Death.

Upon Greg's death, the remainder of the trust shall be distributed to my siblings, in accordance with the provisions of paragraph 2 of ARTICLE III this Will.

ARTICLE V.
ADDITIONAL PROVISIONS APPLICABLE TO TRUSTS

The following additional provisions shall be applicable to the trusts created hereunder:

1. Rule Against Perpetuities Clause.

Unless earlier terminated in accordance with its terms, each trust created hereunder shall vest one (1) day before the ninetieth (90th) anniversary of the date of my death (the "Vesting Date"). I specifically recognize that Tennessee law would allow a later Vesting Date, but have chosen what I consider to be a reasonable period for the trusts created hereunder to remain in existence. On the Vesting Date, any trust created hereunder that is still in existence shall vest in the income beneficiaries of the trust or share thereof, irrespective of their ages, in proportion to their respective shares thereof at such time. The Trustee's determination of each beneficiary's share shall be final and shall be binding on all beneficiaries of the trust. The share vested in a beneficiary pursuant to this subparagraph shall be distributed to him or her upon such beneficiary

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attaining the age of twenty-five (25), and in the meantime, the Trustee may make income and principal distributions for the health, education, support and maintenance of the beneficiary. Provided, however, if any beneficiary should die prior to receiving the principal vested in such beneficiary, then such principal shall be immediately distributed to such beneficiary's estate. It is my intent that the trusts established hereunder shall vest within the period required by the Tennessee Uniform Statutory Rule Against Perpetuities, and the provisions of this Will shall be construed and interpreted accordingly.

2. Spendthrift Provision.

No interest of any beneficiary in the income or principal of any trust shall be subject to pledge, assignment, attachment, garnishment, execution, receivership, trustee's process, sale or transfer in any manner, nor shall any beneficiary have power in any manner to anticipate, charge or encumber his or her interest, nor shall the interest of any beneficiary be liable while in the possession of the Trustee for the debts, contracts, liabilities, engagements and torts of any beneficiary. I specifically intend for this provision to provide the broadest protection permitted by law against claims of creditors of all kinds, including those made by a beneficiary's spouse in divorce or related proceedings. In the event that any process shall be served upon the Trustee, the right of any beneficiary, in respect of whose interest such process is attempted, to receive either income or principal shall terminate until such process shall be released and discharged. Provided, however, that the Trustee may make advances from either principal or income for the support, maintenance, health and education of such beneficiary as the Trustee, in the Trustee's sole discretion, may deem wise and proper under the circumstances.

3. Trustee's Discretion Regarding Distributions.

In exercising the Trustee's discretion concerning making discretionary distributions, I expect the Trustee to take into account the factors set forth in this paragraph. The factors to be considered are: (a) the relative size of the trust, or the beneficiary's share thereof (b) whether the beneficiary has demonstrated sufficient financial responsibility and maturity to handle the funds in a prudent manner, (c) whether the beneficiary may be at risk to the claims of one or more creditors, (d) whether a terminating distribution is advisable from a tax planning perspective, (e) whether the beneficiary suffers from substance abuse or some other type of drug or alcohol addiction, (f) whether the beneficiary is in a stable marriage so that the funds are not at risk of being dissipated pursuant to a divorce decree or otherwise, (g) whether the beneficiary has been determined to be incapacitated in accordance with the provisions of paragraph 2 of ARTICLE X of this Will, (h) whether the beneficiary is under the undue influence of one or more persons or entities, such as a charitable or religious organization, and any other pertinent personal circumstances then existing at the time the distribution is contemplated. The beneficiary shall reasonably cooperate with the Trustee in providing information necessary for the Trustee to exercise its discretion hereunder. If the Trustee determines, in the Trustee's sole discretion, that the beneficiary has not demonstrated financial responsibility, or that there are other extenuating circumstances which present a significant risk that loss or diminution of the funds can reasonably be anticipated, the Trustee may make distributions in additional installments or refrain from making any distribution until such time, if ever, that the beneficiary can reasonably be expected to handle the responsibilities associated with receiving such funds. No income or remainder beneficiary shall question the action of the Trustee in delaying or failing to make a distribution,

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terminating or failing to terminate a trust or share thereof, or the amount or manner of distribution. No Trustee who is a beneficiary shall have the right to participate in any decision to so terminate a trust or trust share. The Trustee shall be held harmless and shall be indemnified from the assets of the trust for exercising its discretion under this paragraph in good faith.

4. Use of Residence by Primary Beneficiary.

The following provisions shall be applicable to any trust created hereunder that owns any interest in real property, including improvements thereon, whether permanent or seasonal:

(a) Use of Residence.

The primary beneficiary of the trust shall have full use and occupancy of such property, or the trust's interest therein, as long as he or she occupies it as a permanent residence or vacation home. The beneficiary shall not be required to pay rent. Unless otherwise agreed to in writing between the Trustee and the beneficiary, the beneficiary shall be responsible for taxes, insurance, assessments, repairs and other reasonable charges necessary to maintain the property, or the trust's interest therein.

(b) Sale of Residence.

If the primary beneficiary advises the Trustee that he or she no longer desires to occupy the property as a residence, the Trustee shall sell and convey the same at public or private sale, at the time and price and upon such terms and conditions as the Trustee deems advisable. Conferring with the beneficiary, the Trustee may reinvest all or a portion of the proceeds of the sale in real property that the beneficiary desires to occupy as a residence. If the beneficiary does not desire the proceeds to be reinvested in real property for his or her occupancy, then the proceeds shall be held, administered and distributed in accordance with the other provisions applicable to the trust. This power of sale and reinvestment shall be continuing and shall not be extinguished by any exercise thereof.

ARTICLE VI.
SUCCESSION, RESIGNATION OR REMOVAL OF TRUSTEE

The following provisions shall control the succession, appointment and removal of the Trustee:

1. Trustee Removal.

My siblings, acting by majority vote, may remove any Trustee then acting as Trustee hereunder by notice to such Trustee. In the event of the removal of the Trustee, the successor named in ARTICLE I shall serve. If the named successor is unable or unwilling to serve for any reason, or if there is no named successor, then my siblings, acting by majority vote, shall have the authority to appoint a successor trustee. In the event any person(s) designated to appoint a successor Trustee shall fail to appoint a successor Trustee within forty-five (45) days of the notice of resignation or removal, and if there is no other Trustee then serving, then the income beneficiary of any trust hereunder, with the legal guardian of any minor or otherwise incapacitated beneficiary representing such beneficiary, may apply to a court of competent jurisdiction to remove such

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Trustee, for good cause, for the appointment of a successor Trustee, and the judicial settlement of all accounts.

2. Trustee Resignation.

Any Trustee may resign by giving forty-five (45) days written notice to the person(s) then having the power of removal. In the event of the resignation of the Trustee, the successor named in ARTICLE I shall serve. If the named successor is unable or unwilling to serve for any reason, or if there is no named successor, a successor Trustee shall be appointed by the person(s) then having the power to remove the Trustee. In the event any person(s) designated to appoint a successor Trustee shall fail to appoint a successor Trustee within forty-five (45) days of the notice of resignation or removal, and if there is no other Trustee then serving, then the income beneficiary of any trust hereunder, with the legal guardian of any minor or otherwise incapacitated beneficiary representing such beneficiary, may apply to a court of competent jurisdiction to remove such Trustee, for good cause, for the appointment of a successor Trustee, and the judicial settlement of all accounts.

3. Qualification of Successor Trustee.

Any successor Trustee other than a named successor shall be either (a) a bank or trust company in the United States authorized to administer trusts having a combined market value of assets under administration either as a fiduciary or investment manager at the time of the appointment in excess of One Hundred Million Dollars ($100,000,000) or (b) an individual, preferably someone familiar with my family, with a business, legal or accounting background who is competent to manage trusts and financial matters, and who is neither related nor subordinate to the person or persons having the right to remove the Trustee as such terms are defined in §672(c) of the Code.

4. Compensation.

Any Trustee may receive reasonable compensation for its services and reimbursement for reasonable expenses incurred in the management and protection of the Trust Estate, as may be negotiated from time to time by a majority of the person(s) then having the power to remove the Trustee. Such expenses may be charged, in the Trustee's sole discretion, to either income or principal and may be paid without court approval. Any Trustee appointed, by its acceptance of this Trust, shall be deemed to have agreed that, upon termination of the Trust or upon a change of Trustee, it will not impose a severance, succession or termination charge by reason of the discontinuance of its services as Trustee.

5. Authority to Bifurcate Fiduciary Roles.

In exercising the powers set forth in this Article to remove and appoint one or more successor Trustee(s) of the trusts created hereunder, the duties of the Trustees may be bifurcated among multiple Trustees, such that a Trustee's role may be limited to specific duties or specific assets, including but not limited to investment decisions as to all or part of the trust corpus, distribution decisions, or administrative decisions. This provision is specifically intended to authorize trust administration as described in Part 12 of the Tennessee Uniform Trust Code. Notwithstanding the above, in order to facilitate the coordination of trust administration for the

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beneficiaries who may have multiple trusts created for their benefit under this Trust and other inter vivos or testamentary trusts created by me, it is generally my intention that the trusts created hereunder shall have the same Trustee(s) as other trusts created for the beneficiaries either during my lifetime or upon my death, and the powers of removal and appointment should be exercised consistent with that intention.

6. Coordination of the Duties of the Trustee.

Except as to duties or assets that have been designated to be governed by a bifurcated trusteeship as authorized in paragraph 5 of this Article, all matters affecting the administration of the Trust shall be determined by a majority of Co-Trustees having responsibility for such Trust matters acting from time to time. Notwithstanding the foregoing, pursuant to T.C.A. §35-15-703(c), any time two (2) or more individuals or entities are serving as Co-Trustees with shared duties, they may apportion their duties in any manner they deem advisable from time to time, by written agreement between them. In addition, assuming that the Co-Trustees have authorized a particular action, any Trustee may sign a written document on behalf of the trust without the participation of the remaining Co-Trustees.

7. Limitation of Liability and Indemnification of Fiduciaries.

Each Trustee shall be an "excluded fiduciary" as that term is defined in T.C.A §35-15-1202(b) with respect to each power granted and reserved exclusively to another Trustee and shall have limited liability in accordance with T.C.A. §35-15-1205. The Trustee shall, to the extent of the Trust Estate and solely payable from the Trust Estate, be indemnified for all losses, costs, damages, expenses and charges, public and private, including reasonable attorneys' fees, including those arising from all litigation, groundless or otherwise, that result from the performance or non-performance of the powers given to the Trustee (unless the Trustee has acted with willful misconduct proven by clear and convincing evidence in the Court then having primary jurisdiction over the trust).

8. Reports and Information to Other Fiduciaries.

Each Trustee shall keep the other Trustees reasonably informed about the administration of the Trust in order to facilitate the performance of each Trustee's duties. Such information shall include, but not be limited to, the sharing of all accountings referenced in this Will.

9. Miscellaneous Provisions.

Neither the original Trustee nor any successor Trustee shall be required to file or furnish any bond or other security for any purpose, or file any accountings in any court of record. Any notices hereunder shall be made by a written instrument, effective upon delivery. The removal of a Trustee shall not be dependent upon the showing of cause, the approval of any court, or the appointment of guardians for any persons under an incapacity or unborn. No successor Trustee shall be liable or responsible in any manner for any acts or defaults of any predecessor Trustee. A removed or resigning Trustee shall effect a transfer of assets within sixty (60) days of such notice.

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ARTICLE VII.
FAILURE OF BENEFICIARIES

If all of my named or described beneficiaries should predecease me, or if there should at any time be no beneficiaries named or described to take any interest in trust prior to the termination of any trust hereunder, then the property shall be distributed among those persons who would have been entitled thereto under the laws of descent and distribution of the State of Tennessee if I had died intestate at such time owning such property in fee simple.

ARTICLE VIII.
DEBTS, ADMINISTRATION EXPENSES AND TAXES

1. Payment of Debts and Administration Expenses.

My Executor, in my Executor's sole discretion, may pay my legal debts, including funeral expenses, the cost of a suitable monument, unpaid charitable pledges (whether or not they are enforceable obligations of my estate), and costs of administration of my estate, and I hereby authorize my Executor, in case of any claim made against my estate, to settle and discharge the same in my Executor's sole discretion. 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 so encumbered or pledged shall be owned by me jointly or individually), it is my intention that such indebtedness shall not mandatorily be charged to or paid by my estate, but that my Executor shall have sole discretion as to whether said indebtedness shall be paid either in whole or in part. I direct that the proceeds of my life insurance payable to my estate or my Executor may, in my Executor's sole discretion, be used for the payment of debts or taxes.

2. Payment of Taxes.

I direct that my Executor pay as an expense of administration, without apportionment against the share of any beneficiary, all transfer, estate, inheritance, succession and other death taxes (excluding GST taxes), together with any interest or penalty thereon, payable by reason of my death, whether in respect of property passing under this Will or otherwise (exclusive of any tax imposed as a result of §§2036, 2041 or 2044 of the Code, or a corresponding provision of state law). 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, and any tax attributable to property included in my estate under §§2036, 2041 or 2044 of the Code shall be apportioned against and paid by the persons in possession thereof or benefited thereby, in the manner provided by law.

3. Allocation of Non-Deductible Expenses and Taxes.

As herein provided, all administration expenses and all death taxes payable from my estate shall be charged against the principal of my Residuary Estate. Notwithstanding, I authorize, but do not direct, that administrative expenses of my estate may be paid from the income of the estate and allocated thereto instead of to the principal of the Residuary Estate as provided above so long as such is permitted by then prevailing law.

D. P.

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ARTICLE IX.
POWERS AND DUTIES OF EXECUTOR AND TRUSTEE

The Executor and Trustee (collectively, "the Fiduciaries") shall have the powers set forth in T.C.A. §35-50-110 and §35-15-816, to the extent applicable, all of the provisions and powers of which are incorporated herein by reference as fully as if copied herein verbatim. In the administration and distribution of my estate, the Fiduciaries, in addition to and not by limitation of the duties and powers provided elsewhere in this Will or by statutory or common law, shall be governed by the following provisions:

1. Real Property.

The Fiduciaries shall have the power, without the approval of any court, the joinder of any beneficiary, or the disclosure of the identity of any beneficiary, to possess, manage, insure against loss by fire or other casualties, sell, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage thereon; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water rents, assessments, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal, and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and to advance any income of the trust for the amortization of any mortgage on property held in trust. Furthermore, for purposes of T.C.A. §31-2-103, all such real property shall be deemed to be personal property following my death, subject to sale by my Executor, acting without joinder of any beneficiary, for the purpose of facilitating the distribution of my estate among the beneficiaries of this Will, as well as for the purpose of paying taxes, administrative expenses, and any other expenses or debts of my estate, without first being required to exhaust all other personal property of my estate.

2. Allocation of Assets.

The Fiduciaries shall have the power to make any division or distribution hereunder in cash or in kind, or partly in each, and the power reasonably in good faith to value assets for the purpose of such division or distribution, and any such valuation made by the Fiduciaries shall be conclusive as to the beneficiaries. Further, in making distributions of assets, the Fiduciaries shall not be required to distribute a particular asset pro rata to all beneficiaries entitled to receive a distribution, and the Fiduciaries may divide and make distributions of assets without regard to the basis of such assets for federal or state income tax purposes.

3. Digital Assets.

The Fiduciaries shall have the authority to (i) access, use and control my digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile

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telephones, smartphones, and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops for the purpose of accessing, modifying, deleting, controlling or transferring my digital assets, and (ii) access, modify, delete, control, and transfer my digital assets, including but not limited to, catalogues and content of electronic communications, digital music, digital photographs, digital videos, software licenses, email accounts, imessages and text messages, social network accounts, gaming accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops.

4. Inventories, Accountings and Notification of Beneficiaries.

The Executor shall be relieved of any duty to file any inventory or accountings with any court. However, my Executor, upon the request of one or more residuary beneficiaries of my estate, shall prepare an inventory of estate assets and an accounting of their disposition. The Trustee shall make reports from time to time, at least annually, to the beneficiaries of any trust created in this Will, showing in reasonable detail the assets of the trust estate which constitute principal, and the income therefrom, and amounts paid to or expended for each such beneficiary. The accounting shall be rendered to the parent or other legal representative of any beneficiary who is under a legal disability. Only current recipients of the annual accounting shall be entitled to receive information regarding trusts.

5. Distributions to Incapacitated Beneficiary.

If any property shall be payable outright to a person who is a minor, or is under any other legal, mental or physical disability (an "incapacitated beneficiary"), the Fiduciaries shall have the power, exercisable in the Fiduciaries' sole discretion and without court approval, to pay such property, in whole or in part, to or for the benefit of an incapacitated beneficiary, to a parent, guardian, or conservator of an incapacitated beneficiary, to a custodian for an incapacitated beneficiary under a Transfers to Minors Act, to a §529 Plan or ABLE Account on behalf of the incapacitated beneficiary exercising any options under such account consistent with the purposes herein set forth, in any prudent form of annuity purchased for the use and benefit of the beneficiary, to another trust for the benefit of the incapacitated beneficiary, or to any adult with whom an incapacitated beneficiary may reside. The recipient of such property, on behalf of an incapacitated beneficiary, shall not be required to furnish bond or file any accountings with respect to such property, unless the Fiduciaries should direct otherwise; and the receipt of such property by the recipient shall discharge the Fiduciaries from any further responsibility or liability with respect to such property.

6. Additional Property.

The Trustee is authorized, but not required, to receive additional property from any source and to hold and administer such property as an integral part of any of the trust estates herein created. Notwithstanding the foregoing, if the inclusion ratio for federal GST tax purposes of the property to be added is different from the inclusion ratio of the trust estate, the Trustee shall be authorized to hold and administer the additional property as a separate trust with provisions

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identical to the trust established under this Will. In addition, the Trustee may, in the Trustee's sole discretion, decline to accept or accept and administer as a separate trust with provisions identical to the trust established under this Will, any property for which liability under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or any similar federal or state law may be attributed in any manner.

7. Trustee's Discretion to Terminate.

Irrespective of any provisions herein to the contrary, the Trustee, in the Trustee's sole discretion, may terminate any trust established hereunder if continuation of the trust, in the Trustee's opinion, would be uneconomical, impractical or otherwise adverse to the best interests of the beneficiaries of the trust. The Trustee may distribute the trust, among the then income beneficiaries according to their respective shares, or the Trustee may purchase for and deliver to them such annuity policy or policies as the Trustee deems advisable, thereby terminating the trust. No income or remainder beneficiary shall question the action of the Trustee in terminating or failing to terminate any trust, or the amount or manner of distribution. No Trustee who is a beneficiary shall have the right to participate in any decision to so terminate a trust.

8. Limitation on Individual Trustee.

An individual Trustee's right to participate in any decisions regarding discretionary distributions of income or principal for his or her benefit, as beneficiary, shall be limited to distributions for his or her health, education, maintenance and support. Further, no individual Trustee shall have the right to participate in any decision regarding distributions for the benefit of any other individual to the extent that such distributions satisfy a support or other legal obligation of the Trustee to the distributee. All discretionary powers that may not be exercised by the individual Trustee pursuant to this paragraph shall be exercised by a Co-Trustee, if any, who can properly be termed "disinterested" because such individual or entity is not a beneficiary or contingent beneficiary of the trust and is not related or subordinate to a beneficiary of the trust within the meaning of §672(c) of the Code.

9. Administration of Trust by Executor.

During the period of administration of my estate, my Executor shall be fully authorized and empowered to exercise all of the powers and duties of the Trustee; and I direct that my Executor shall do so in order that payments of income or principal for the benefit of the beneficiaries of my Will shall not be delayed pending the administration of my estate.

10. Tax Elections and Consents.

(a) Tax Returns.

I specifically authorize my Executor to execute and file income and gift tax returns for the year in which my death occurs and for any years prior thereto. My Executor shall incur no personal liability for any action taken in good faith in accordance with either of the foregoing authorizations.

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(b) Deductions.

I am aware that the provisions of the Code (and other applicable laws) in force at the time of my death, and applicable to my estate, may permit my Executor 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 Executor elect to claim from time to time such expenses as deductions on the particular tax returns which, in my Executor'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 Executor is directed not to make adjustments between income or principal, or between property interests 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 interests as may be determined as a result of my Executor's election under this Article shall be the interest such beneficiary shall receive. I exonerate my Executor from all liability for any such election and direct that no beneficiary shall have any claim against my Executor or my estate by reason of the exercise of my Executor's judgment in this respect.

(c) GST Exemption.

My Executor shall also be authorized, in my Executor's sole discretion and without court approval, to allocate any federal exemptions from the federal GST tax to any property with respect to which I am the transferor for purposes of this tax, regardless of whether such property is included in my probate estate, or to exclude any such property from such allocation. In this regard, I authorize, but do not direct, the Fiduciaries to divide at any time any trust created under my Will into separate trusts in accordance with §2642 of the Code, in order that the federal GST tax inclusion ratio for each such trust shall be either zero or one.

ARTICLE X.
MISCELLANEOUS PROVISIONS

1. References and Meaning of Terms.

(a) Code.

Unless specifically provided to the contrary, the term "Code" shall mean the federal Internal Revenue Code of 1986, as from time to time amended, or any successor federal laws thereto, and shall also include the Treasury regulations promulgated thereunder.

(b) Construction.

Throughout this Will, the singular number shall be deemed to include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, as the context may require. Paragraph headings are used for convenience only, and shall not be resorted to for interpretation of this Will. If any portion of this Will is held to be void or unenforceable, the remainder shall nevertheless be carried into effect.

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(c) Education.

The term "education" shall be liberally construed and shall mean all forms of education including, but not limited to, public and private, primary and secondary, college and graduate, business and technical, preparatory, professional, artistic, commercial, and remedial for persons with learning disabilities. Education shall also include a variety of instructive opportunities, such as travel, camp, seminars, and other types of enrichment activities. Payments made for education are not limited to tuition only, but shall also include all reasonable and necessary expenses incident to education, such as books, supplies, housing, meals and travel for a reasonable number of trips between home and the educational institution or activity.

(d) Family.

As used herein, the terms "child," "children" and "issue" are intended to include persons born after the execution of this Will as well as adopted persons. The term "adopted" as used herein shall include any person adopted by me and any person adopted by a beneficiary during such person's minority. Unless specifically provided to the contrary, whenever a provision has been made for a child to take his or her deceased parent's share, in the event such child is also deceased, his or her share shall pass to his or her issue, per stirpes. Whenever a distribution is directed to be made to the issue of a deceased person, "per stirpes", the amount to be distributed shall be divided into a sufficient number of equal shares to create one share for each child of the deceased person who is then living, and one share for each deceased child of the deceased person who left issue who are then living (with the share created for the deceased child to again be divided among his or her issue in like manner). A child in gestation, who is later born alive, shall be regarded as a child in being during the period of gestation, in determining whether any person has died without leaving surviving issue, and in determining, on the termination of any trust created hereunder, whether such child is entitled to share in the disposition of the trust's then remaining principal and undistributed income; provided, however, for all other purposes such child's rights shall accrue from the child's date of birth.

(e) Fiduciaries.

All references in this Will to the "Executor" and "Trustee" shall mean the Executor and Trustee, respectively, named herein or any alternate or successor thereto. The foregoing terms are used for convenience, regardless of the gender or number of parties serving in such capacities, and such terms shall be read as the context shall require.

(f) GST Terms.

The terms "inclusion ratio," "GST tax," and "GST exemption" are to be construed as those terms are defined in Chapter 13 of the Code relating to the generation-skipping transfer tax.

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(g) Trust Estate.

The term "Trust Estate" shall mean all of the property that the Trustee of any trust created hereunder, or any separate fund thereof, may own, at the time to which reference to "Trust Estate" is made.

(h) T.C.A.

All references to "T.C.A." shall mean Tennessee Code Annotated, as amended from time to time.

2. Determination of Incapacity.

For purposes of this document, a person, whether a fiduciary or a beneficiary, shall be deemed to be in a state of incapacity if (a) such person is so declared, and a conservator for such person has been appointed, by a court of competent jurisdiction in the county in which such person resides; (b) upon presentation of a certificate executed by two physicians (preferably such person's personal physicians) stating that (i) each of them is unrelated to the person and is licensed and board certified to practice in the State in which such person resides or is hospitalized, (ii) each of them has made a personal mental and physical examination of such person within the preceding thirty (30) days of such certificate, and (iii) each of them is of the opinion that because of accident, illness (including, but not limited to, drug or alcohol abuse), age, mental or physical condition, or other infirmity, such person is unable to handle his or her own affairs; or (c) upon credible evidence, determined to be currently applicable to such person, that such person (i) has disappeared, (ii) is unaccountably absent, or (iii) is incarcerated or otherwise detained under duress so that such person is unable effectively and prudently to handle his or her own affairs. Once determined, such incapacity shall be deemed to continue until such court order, certificate, and/or circumstances have been revoked or become inapplicable. A physician's certificate may be revoked by a similar certificate stating that such person is no longer incapacitated, executed either (a) by the original certifying physicians, or (b) by two other licensed, board certified, unrelated physicians. A fiduciary shall be under no duty to institute an inquiry into a person's incapacity, but the expense of an inquiry reasonably instituted may be paid from the trust estate. Any incapacitated fiduciary shall be deemed to have resigned as of the date of the determination of his or her incapacity.

3. Qualified Disclaimer.

Any person entitled to receive property under the terms of this Will may disclaim all or any part of the property otherwise passing to him or her by complying with the statutory requirements of §2518 of the Code, as amended, and the federal regulations thereunder, and T.C.A. §31-1-103, as amended, or other applicable provisions of law. Unless otherwise provided herein, such disclaimed property shall be distributed pursuant to the terms of this Will as if the disclaiming person had predeceased me.

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IN TESTIMONY WHEREOF, I have hereunto subscribed my name to this my Last Will and Testament, consisting of seventeen (17) pages, and on each page I have affixed my initials or my signature for better identification, this 20 day of July, 2018.

David Pritchard

This instrument was signed, published and declared by David Pritchard (the "Testator"), to be the Testator's Last Will and Testament, in the presence of all of us at one and the same time, and we, at the request and in the presence of the Testator, and in the presence of each other, having hereunto subscribed our names as witnesses this 20 day of July, 2018.

WITNESS:	ADDRESS:
Michelle Reid	1735 Hwy 48 S Dickson TN 37055
	1004B Iverson Ave Nashville TN 37216

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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

AFFIDAVIT

On this day Michelle Reid and Leona Edwards personally appeared before me, the undersigned Notary Public, and after being duly sworn according to law, depose and say:

1. That they are more than eighteen (18) years of age.

2. That they witnessed the execution of the Last Will and Testament of David Pritchard (the "Testator"), dated this 20 day of July, 2018, to which this affidavit is attached, and that this affidavit is being made at the request of the Testator.

3. That the Testator signed said paper writing as and for the Testator's Last Will and Testament in their sight and presence at one and the same time.

4. That their signatures are affixed to said Last Will and Testament, that they signed or affixed the same at the instance and at the request of the Testator and in the Testator's presence, and in the presence of each other, at the place and on the date recited in said Last Will and Testament.

5. That at the time they witnessed said Will, the Testator was, in their opinion, more than eighteen (18) years of age, of sound mind and disposing memory, and did not appear under any undue influence.

Michelle Reid

Leona Edwards

Subscribed and sworn to before me, this 20th day of July, 2018.

Liz Clay
NOTARY PUBLIC

My Commission Expires:

My Commission Expires
November 5th, 2019

LIZ CLAY
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY