Karen Johnson Davidson County
Batch # 1116126 AFFIDAVITH
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This instrument prepared by:
Chandler Farmer, Attorney
Thompson Burton PLLC
6100 Tower Circle, Suite 200
Franklin, TN 37067

AFFIDAVIT OF HEIRSHIP IN FURTHERANCE OF TITLE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 13 day of December, 2023, personally appeared BETSY SETWART, hereinafter referred to as Affiant, being first duly sworn, deposes, and makes oath as follows:

1. That Affiant is at least eighteen (18) years of age and is a resident of Davidson County, Tennessee, residing at 219 Cana Circle, Nashville, TN 37205 for 12 years.

2. That Affiant was personally acquainted with MARTIN LEVY deceased, hereinafter referred to as Decedent, during the decedent's lifetime, and is familiar with Decedent's family history by reason of the following:

x friend
(e.g., kinship, neighbor, business relationship, etc.);

3. That Decedent died on March 8, 2019, and was at the time a resident of Davidson County, Tennessee at 6631 Clearbrook Drive, Nashville, TN 37205;

4. That Decedent was survived by the following persons. If the answer is NONE, state "NONE":

I. **Surviving Spouse - NONE**
Surviving Children (adopted, legitimate or illegitimate)
- **SUSAN LEVY, of Nashville, Tennessee, AND**
- **SHERYL DAITZ LEVY, of Houston, Texas**

Deceased Children (adopted, deceased, legitimate or illegitimate) NONE
Children of Deceased Children (adopted, deceased, legitimate or illegitimate) NONE

5. That all persons above named are at least eighteen (18) years of age.

6. That the same as by intestacy as by devise.

7. That the wills are being attached as Exhibit A.

8. That this Affidavit of Heirship is being prepared for the purposes established in Tenn. Code Ann. 30-2-712, and the Affiants acknowledge that their execution of the same is subject to and governed by the penalties set forth in Section (f) of the same statute, and that this Affidavit is not made for any fraudulent purpose.

7. That the Affiants acknowledge that this Affidavit of Heirship may be relied upon by third parties in order to establish chain of title by descent and distribution.

FURTHER AFFIANT SAYETH NOT.

Betsy Stewart
AFFIANT – BETSY STEWART

SUBSCRIBED AND SWORN TO before me this 13 day of December, 2023.

(seal) MARY K. BEAZLEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

X Mary K. Beazley
NOTARY PUBLIC

My Commission Expires: 11/06/2023

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STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, BETSY STEWART, the within named Affiant, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Davidson County, Tennessee this 13 day of December, 2023.

(seal) MARY K. BEAZLEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

X Mary K. Beazley
NOTARY PUBLIC

My Commission Expires: 11/06/2023

STATE OF TENNESSEE
Office of Vital Records

TENNESSEE DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

STATE FILE NUMBER 2019 020319

DECEDENT (TYPE/PRINT IN PERMANENT BLACK INK — NAME OF DECEDENT: First, Middle, Last, Suffix)

1. DECEDENT'S LEGAL NAME	2. SEX	3. DATE OF DEATH
MARTIN LEVY	MALE	04/08/2019

4. TIME OF DEATH (Approx.)	5a. AGE	5b. UNDER 1 YEAR: Months	Days	5c. UNDER 1 DAY: Hours	Minutes	6. DATE OF BIRTH	7. BIRTHPLACE
13:20	94					08/17/1924	BRONX, NY

8a. PLACE OF DEATH: HOSPICE FACILITY

8b. FACILITY NAME	8c. CITY OR TOWN	8d. COUNTY OF DEATH
ALIVE HOSPICE	NASHVILLE	DAVIDSON

9. MARITAL STATUS	10. SURVIVING SPOUSE (name prior to first marriage)	11a. DECEDENT'S USUAL OCCUPATION	11b. KIND OF BUSINESS/INDUSTRY
WIDOWED		OWNER	CONSTRUCTION

12. SOCIAL SECURITY NUMBER	13a. RESIDENCE-STATE OR FOREIGN COUNTRY	13b. COUNTY	13c. CITY OR TOWN
-3910	TENNESSEE	DAVIDSON	NASHVILLE

13d. STREET AND NUMBER	13e. INSIDE CITY LIMITS?	13f. ZIP CODE	14. WAS DECEDENT EVER IN US ARMED FORCES?
6631 CLEARBROOK DR	YES	37205	YES

15. DECEDENT'S EDUCATION	16. DECEDENT OF HISPANIC ORIGIN?	17. DECEDENT'S RACE
HIGH SCHOOL GRADUATE OR GED COMPLETED	NO, NOT SPANISH/HISPANIC/LATINO	WHITE

PARENTS

18. FATHER'S NAME	19. MOTHER'S NAME PRIOR TO FIRST MARRIAGE
MAX LEVY	SARAH GORDON

20a. INFORMANT'S NAME	20b. RELATIONSHIP TO DECEDENT	20c. MAILING ADDRESS
SUSAN LEVY	DAUGHTER	6631 CLEARBROOK DR, NASHVILLE TN 37205

DISPOSITION

21a. METHOD OF DISPOSITION	21b. PLACE OF DISPOSITION	21c. LOCATION
BURIAL	KKSI	NASHVILLE TN

22a. SIGNATURE OF FUNERAL DIRECTOR	22b. LICENSE NUMBER	22c. SIGNATURE OF EMBALMER	22d. LICENSE NUMBER
▶ /e/ SHERROD KIMMONS	6617	▶	

23a. NAME AND ADDRESS OF FUNERAL HOME	23b. LICENSE NUMBER
MARSHALL-DONNELLY-COMBS FUNERAL HOME 201 25th AVE NORTH NASHVILLE TN 37203-1604	40

REGISTRAR

24. REGISTRAR'S SIGNATURE	25. DATE FILED
▶ /e/ EDWARD G. BISHOP III	04/15/2019

CERTIFIER

26. CERTIFIER
26a. ☒ PHYSICIAN - TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE DATE, TIME, AND PLACE, AND DUE TO THE CAUSE(S) AND MANNER STATED.
26b. ☐ MEDICAL EXAMINER - ON THE BASIS OF EXAMINATION, AND/OR INVESTIGATION, IN MY OPINION, DEATH OCCURRED AT THE DATE, TIME, AND PLACE, AND DUE TO THE CAUSE(S) AND MANNER STATED.

PHYSICIAN OR MEDICAL EXAMINER EXECUTING CAUSE OF DEATH MUST COMPLETE AND SIGN WITHIN 48 HOURS

27a. CERTIFIER	27b. LICENSE NUMBER	27c. DATE SIGNED
▶ /e/ LAURA THARPE	048448	04/15/2019

27d. NAME AND ADDRESS: LAURA THARPE 1718 PATTERSON STREET, NASHVILLE TN 37203

MEDICAL CERTIFICATION

28. PART I. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. ENTER ONLY ONE CAUSE ON A LINE.

		Approximate Interval: Onset to Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) →	a. ALZHEIMER'S DEMENTIA	
	DUE TO (OR A CONSEQUENCE OF)	
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST	b.	
	DUE TO (OR A CONSEQUENCE OF)	
	c.	
	DUE TO (OR A CONSEQUENCE OF)	
	d.	

PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN PART I: SEPSIS FROM ACUTE CHOLECYSTITIS

29a. WAS AN AUTOPSY PERFORMED? NO

29b. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?

30. MANNER OF DEATH	31. DID TOBACCO USE CONTRIBUTE TO DEATH?	32. IF FEMALE,
NATURAL	NO	N/A

33. IF TRANSPORTATION INJURY, SPECIFY:	34a. DATE OF INJURY	34b. TIME OF INJURY	34c. INJURY AT WORK?	34d. PLACE OF INJURY

34e. DESCRIBE HOW INJURY OCCURRED	34f. LOCATION OF INJURY

PH-1659 (Rev. 8/2017) RDA 10112

11116086

I hereby certify the above to be a true and correct representation of the record or document on file in this department. This certified copy is valid only when printed on security paper showing the red embossed seal of the Tennessee Department of Health. Alteration or erasure voids this certification. Reproduction of this document is prohibited.

Tennessee Code Annotated 68-3-101 et seq., Vital Records Act of 1977.

Edward G. Bishop III
State Registrar

1 1 1 1 6 0 8 6
Date Issued APR 15 2019

CERTIFICATION OF VITAL RECORD

LAST WILL & TESTAMENT
OF
MARTIN LEVY

I, Martin Levy, domiciled in Nashville, Davidson County, Tennessee, do make, publish and declare this to be my **Last** Will and **Testament**, hereby revoking all wills and codicils heretofore made by me.

I. I direct that all my just debts, my funeral expenses, including the cost of a suitable monument at my grave, unpaid charitable pledges, and the cost of administration of my estate, be paid as soon as practical after my death. My Co-Executrix or Executors, in their sole discretion, may pay from my domiciliary estate, all or any portion of the costs of ancillary administration and similar proceedings in other jurisdictions.

II. I direct that there shall be paid out of my residuary estate, without apportionment, all estate, inheritance, succession and other taxes, together with any penalty thereon, assessed by the reason of my death, imposed by the government of the United States, or any state, or any foreign government or political subdivision thereof in respect of all property required to be included in my gross estate for estate or like tax purposes by any of such governments, whether the property passes under this Will or otherwise. Including property over which I have a taxable power of appointment, without contribution by any recipient of any such property.

III. All the rest, residue and remainder of the property which I may own at the time of my death, real, personal and mixed, tangible and intangible, of whatsoever nature and wheresoever situated, including all property which I may acquire or become entitled to after the execution of this Will, including all lapsed legacies and devises and all life insurance payable to my estate, I bequeath and devise to my children, Susan Rae Levy and Sheryl Levy Daitz, in fee and in equal shares, per stirpes.

IV. I authorize my Co-Executrix or Executors, including any substitute or successor personal representative, the continuing, absolute, discretionary power to deal with any property, real or personal, tangible or intangible held in my estate as freely as I might in the handling of my own affairs.

V. I appoint my daughters, Susan Rae Levy and Sheryl Levy Daitz, Co-Executrix and my friend, Ralph Gordon, Executor of my Last Will and Testament and direct that no bond be required for the faithful performance of their duties; I vest my said representatives with full power and authority to sell, transfer and convey any property, real or personal, tangible or intangible, which I may own at the time of my death, at such time and price and upon such terms and conditions, including credit, as they may determine, and to do every other act and thing necessary or appropriate to the complete administration of this Will.

VI. **IN TESTIMONY WHEREOF,** I have hereunto subscribed my name to this my Last Will and Testament, consisting of this and one preceding typewritten page, and for the purpose of identification, I have initialed each such page, all in the presence of the persons witnessing it at my request, on this _____ day of _____, 2016, at Nashville, Tennessee.

Martin Levy

MARTIN LEVY

The foregoing instrument, consisting of this and one preceding typewritten page, was signed, published and declared by Martin Levy, the testator, to be his **Last Will** and **Testament**, and we, at his request and in our presence, and we in the presence of each other, have hereunto subscribed our names as witnesses, this _____ day of _____, 2016, at Nashville, Tennessee.

Name Bryan C. Frazer

Address 7500 Waterdale Dr Nashville, TN 3722

Name Marshall W. Butler

Address

CherMar, LLC
73 White Bridge Road,
Suite 103
Nashville, TN 37205

AFFIDAVIT OF WITNESSES

Bryan Frazer and Martin Levy

after being duly sworn according to law, depose and say:

1. That they are adult citizens of Davidson County, Tennessee.
2. That they witnessed the execution of the Last Will and Testament of Martin Levy, dated the _____ day of _____, 2016, to which this affidavit is attached, and that this affidavit is being made at the request of Martin Levy, and in accordance with laws of the State of Tennessee.
3. That their signatures are affixed to said Last Will and Testament, that they signed the same at the instance and at the request of Martin Levy, and in his presence, and in the presence of each other, at the place and on the date recited in said Last Will and Testament.
4. That Martin Levy signed said paper writing as and for his Last Will and Testament in their sight and presence.
5. That at the time they witnessed said Will, Martin Levy was, in their opinion, of sound mind and disposing memory.

Name: Bryan C. Frazer

Address: 7500 Watervale Dr.

Name: Martin Levy

Address: CherMar, LLC
73 White Bridge Road,
Suite 103
Nashville, TN 37205

State of Tennessee:
County of Davidson:

Notary Public

My Commission expires: 3-10-2019

This Document prepared by:
S. Ralph Gordon, Attorney
1407 Tyne Boulevard
Nashville, Tennessee 37215-4425

COPY

LAST WILL AND TESTAMENT

OF

MARTIN LEVY

I, Martin Levy, a resident of and being domiciled in Davidson County, Tennessee, and being of sound mind and disposing memory, make, declare, and publish this to be my Last Will and Testament and revoke all wills and codicils previously made by me.

ARTICLE I

{Personal Matters}

At the time of my execution of this Will, I am married and my wife is **Rowena Levy**. My wife and I have two (2) children, namely our daughter, **Susan Rae Levy**, and our daughter, **Sheryl Daitz**.

ARTICLE II

{Appointment of Executrix}

1. I nominate and appoint my wife, **Rowena Levy**, to be Executrix of this Will and of my estate. If my wife shall not survive me or if she shall fail to qualify and serve as Executrix hereunder for any reason, or, having qualified, shall resign or die, then I nominate and appoint our daughters, **Susan Rae Levy** and **Sheryl Daitz**, and my friend, **Ralph Gordon,** as my alternate or successor Co-Executors, as the case may be, of this Will and of my estate.

2. Any reference herein to Executrix or Co-Executors includes and is a reference to the others and to whichever of the above and their duly appointed successors shall be serving in such capacity.

3. I direct that no bond or surety shall be required of my Executrix or of any successor or alternate fiduciary for the faithful performance of duties in such capacity.

ARTICLE III

{Estate Administration}

1. I direct my Executrix to pay all my just debts, funeral expenses, and expenses of administration, whether or not such expenses shall arise out of the administration of my domiciliary estate or otherwise, as soon as practicable after my death. All such debts and expenses shall be paid from my residuary estate and no bequest shall be charged with any portion of such debts or expenses.

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2. Except as my Executrix may determine otherwise, I further direct my Executrix to pay from my residuary estate without apportionment or proration all inheritance and estate taxes imposed by any taxing authority by reason of my death, including taxes assessed on account of any property included in my gross estate for such tax purposes which is not included in my estate for any other purposes and including any generation skipping transfer taxes on any transfer of property constituting a direct skip, unless such direct skip arose as a result of a disclaimer, but excluding any other generation skipping transfer taxes. My Executrix may determine the extent to which any such taxes as are imposed due to my death as a result of the inclusion of any other property in my taxable estate under Code Section 2044 or any corresponding provision of any state law shall be paid from my estate and, to the extent my Executrix determines such taxes on such other property are to be paid from my estate, I waive any right to recover any of such taxes from such other property afforded under the Code or any corresponding provision of state law.

3. All such taxes, including interest and penalties thereon, and all charges to principal that are not deducted in computing my federal estate tax shall be charged against that portion of my estate for which no marital deduction is allowable to the fullest extent possible.

4. All real property owned by me at the time of my death shall be a part of my probate estate and shall be subject to administration by and to the control of my Executrix. My Executrix may exercise any and all of the administrative powers and authority granted herein with respect to any such real property, including but not limited to the power and authority to manage, lease, rent, encumber, sell, or otherwise dispose of any part or all of such property on such terms and conditions as my Executrix may determine, all without the approval or joinder of any beneficiary or any other person and without the necessity of any person inquiring into the exercise of such authority or the application of any proceeds therefrom.

5. The reasonable cost of packing, shipping, storing, insuring, and otherwise maintaining, caring for, and delivering any of my property, real and personal, shall be charged as an administrative expense and be paid by my estate.

6. In accordance with and subject to the provisions of Tennessee Code Annotated Sections 30-2-301 and 30-2-601, I expressly relieve my Executrix from any requirement to file an inventory and/or any accounting with any court with respect to the administration of this Will and of my estate; provided, however, I do expect that my Executrix will prepare and provide an inventory of the assets of my estate to the residuary beneficiaries

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hereof upon their request and will prepare and provide a reasonable report describing the disposition of the assets of my estate to such residuary beneficiaries as may be necessary in order to obtain their statements acknowledging that the estate has been properly distributed.

7. I intend that my Executrix shall manage and administer my estate and carry out the duties of such office fairly and honestly in good faith and with both diligence and reasonable care; however, I relieve any individual who serves as my Executrix from any liability resulting from an honest mistake of judgment made while serving in such capacity.

8. No successor Executrix shall have any liability or responsibility for any act or failure of any predecessor nor any duty to examine or investigate the actions and conduct of or to make any claim against any predecessor. Any successor Executrix may accept the accounts rendered and property and assets delivered by a predecessor without any liability for doing so.

ARTICLE IV

{Administrative Powers and Authority}

1. I authorize and empower my Executrix to make distribution in cash or in kind, or partly in each, pro rata and otherwise, to settle, compromise, adjust, release, and discharge all debts and claims which may be presented against my estate or which may be due to me, and to retain or sell at public or private sale or otherwise dispose of in such manner and at such prices and upon such terms and conditions, including credit, all or any part of my real or personal estate without order of any court or other authority and to execute, acknowledge, and deliver deeds or other proper instruments of conveyance or assignment to the purchaser or purchasers thereof, which purchasers shall be under no obligation to see to the proper application of the proceeds of any such disposition, and to do any and all things necessary and/or convenient to the proper and legal management and administration of my estate, all as my Executrix, in the exercise of her sole and absolute discretion, shall deem advisable.

2. I expressly relieve my Executrix of any duty to convert any assets of my estate into cash and I authorize and empower my Executrix to retain any or all of the assets of my estate, real or personal and specifically including, but not limited to, any stock, bonds, or other investment properties which I may own at the time of my death, without incurring any liability by reason of such retention, to borrow money upon the security of any assets of my estate, to invest in all forms of property, including, but not limited to, common and preferred stocks, without restriction as to legal investments for fiduciaries, to purchase investments at a

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premium or discount, to give proxies, to join in any recapitalization, merger, reorganization, or voting trust or plan affecting investments, to deposit securities under agreements and to pay assessments, to subscribe for stock and bond privileges, and, generally, to exercise all rights of security holders, to carry investments in the name of a nominee or in bearer form, and to continue indefinitely the operation of any business in which I may have an interest at the time of my death, either individually, as a partner, or stockholder, and my Executrix may deliver to the legatees and beneficiaries of my estate any such business or interest therein.

3. Without in any way limiting the generality of the preceding paragraphs, I authorize and empower my Executrix, in the exercise of reasonable discretion with respect to all property, real, personal, and mixed, at any time forming the part of my estate, to exercise the powers set forth in Paragraphs 1 through 33, inclusive, of Tennessee Code Annotated Section 35-50-110, to the extent applicable, all of which provisions and powers are incorporated herein by reference, including the specific incorporation by reference of the "Prudent Man Rule"; provided, however, that the power and authority set out in Paragraph 19 of Tennessee Code Annotated Section 35-50-110 is restricted and limited to such amounts and such periods of time as may be reasonably required in the best interest of the beneficiaries hereof.

4. Subject only to the express provisions and limitations set out in this Will, I authorize my Executrix full and complete discretion to determine whether and to what extent, if any, to elect to qualify any part of my estate for a marital deduction or to request contribution towards any estate or inheritance tax liability arising on account of the inclusion in my taxable estate of any property under Section 2044 of the Code or any corresponding provision of state law, and to make such other tax elections, whether for federal or other tax purposes, as my Executrix may determine to be appropriate under the circumstances, and I specifically authorize my Executrix to allocate any available exemption from the any generation-skipping transfer tax to which I or my estate may be entitled to any property or among various assets, and to divide any trust created herein into separate trusts in accordance with applicable Treasury Regulations in order that the generation-skipping transfer tax inclusion ratio for each such separate trust shall be either Zero (0) or One (1), as my Executrix may deem appropriate, notwithstanding that such action may be advantageous to One (1) or more of the beneficiaries hereunder and/or disadvantageous to other beneficiaries. My Executrix shall have no liability arising out of or in connection with the exercise of this discretion and is relieved of any duty to make equitable

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adjustments among the beneficiaries of my estate on account of any differences arising from the exercise of such elections.

5. My Executrix is authorized and empowered to delegate sufficient authority to One (1) or more persons as may be selected by my Executrix as my Executrix determines to be reasonable and appropriate under the circumstances to accomplish administrative and ministerial duties for my estate, including the authority to open accounts in one or more financial institutions, to deposit or withdraw funds from any or all of such accounts, to sign checks drawn on any or all of such accounts, and to perform other similar functions for and on behalf of my estate.

6. My Executrix may exercise and use each and all of such powers and authority without the necessity of seeking or obtaining the prior approval of any court or other person.

ARTICLE V

{Disposition of Certain Personal Property; Specific Bequests}

1. I may prepare a written memorandum listing certain items of tangible personal property which I wish certain persons to have. I request that my wishes, as set forth in any such memorandum, be observed. If no such memorandum shall be found with this Will, then it shall be presumed that none exists and all of my tangible personal property shall pass as provided in the remainder of this ARTICLE.

2. I give and bequeath my World War II German Rifle, if owned by me at the time of my death, to my grandson, **Edward Getz**, if he shall survive me; if he shall not survive me, then I give and bequeath such Rifle to my grandson, Matthew Meisels.

3. If my wife shall not survive me, I give and bequeath the sum of Fifty Thousand Dollars ($50,000.00) to my grandson, **Edward Getz**, if he shall survive me; if he shall not survive me, then this gift shall lapse and such property shall become a part of my residuary estate.

4. If my wife shall not survive me, I give and bequeath the sum of Fifty Thousand Dollars ($50,000.00) to my granddaughter, **Julie Getz**, if she shall survive me; if she shall not survive me, then this gift shall lapse and such property shall become a part of my residuary estate.

5. If my wife shall not survive me, I give and bequeath the sum of Fifty Thousand Dollars ($50,000.00) to my grandson, **Matthew Meisels**, if he shall survive me; if he

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shall not survive me, then this gift shall lapse and such property shall become a part of my residuary estate.

6. If my wife shall not survive me, I give and bequeath the sum of Ten Thousand Dollars ($10,000.00) to **Sherith Israel Synagogue**, 3600 West End Avenue, Nashville, Tennessee.

7. If my wife, Rowena Levy, shall survive me, then I give and bequeath all other tangible personal property owned by me at the time of my death, including but not limited to all of my personal effects, automobiles, and interests in any household goods and furnishings not otherwise disposed of in this Will, to my wife in fee.

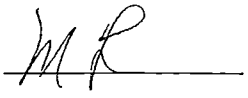
8. If my wife shall not survive me, then I give and bequeath all of my said other tangible personal property in equal shares to such of my children who shall be living at the time of my death, to be divided between them as they see fit. In the event my children are unable to agree as to the division of such property, then my Co-Executors shall have full and absolute discretion and authority as to the division of such property among them and may, by way of illustration and not of limitation, utilize a system of lots, allow my said children to select items in rotation.

ARTICLE VI

{Disposition of Residuary Estate}

1. If my wife, Rowena Levy, shall survive me, then all of the rest, residue, and remainder of the property which I may own at the time of my death, real, personal, and mixed, tangible and intangible, of whatsoever nature and wheresoever situate, including all property which I may acquire or become entitled to after the execution of this Will, I give, devise, and bequeath to the following persons in the following order of priority:

a. First, to my Co-Trustees, hereinafter named, and its successors in trust, the same to be held and administered in accordance with the provisions of ARTICLE IX of this Will as the principal of a trust estate designated and called the MARTIN LEVY FAMILY TRUST, I give, devise, and bequeath such an amount of the said rest and residue of my estate as equals the Exemption Equivalent, as hereinafter defined, reduced by the value of all other items which are included in my gross estate and which pass or have passed under other provisions of this Will, by operation of law, or otherwise and which, without regard to whether any marital deduction election shall be made for any part or all of such MARTIN LEVY FAMILY TRUST,



do not qualify for either a marital or a charitable deduction; provided, however, should my wife elect to disclaim any property passing to her as a result of my death, whether under the terms of this Will or otherwise, the value of such disclaimed property shall not be taken into consideration in determining the amount of this deduction from the Exemption Equivalent.

b. Second, I give, devise, and bequeath all the remainder of the said rest and residue of my estate to my wife, outright and free of trust.

2. If my wife, Rowena Levy, shall not survive me, then all of the rest, residue, and remainder of the property which I may own at the time of my death, real, personal, and mixed, tangible and intangible, of whatsoever nature and wheresoever situate, including all property which I may acquire or become entitled to after the execution of this Will, I give, devise, and bequeath in equal shares to my children, per stirpes and in fee, subject to the provisions of Paragraph 3 of ARTICLE XI of this Will.

3. If my wife shall disclaim any part or all of her interest in any property passing to her as a result of my death, including any property passing under this Will, then my Executrix shall promptly pay and distribute such property as she shall have disclaimed to the Trustee of the MARTIN LEVY FAMILY TRUST, the same to be held and administered as an addition to the principal of such trust.

4. My Executrix is authorized to satisfy and fund these bequests in money or in kind or partly in each.

a. To the maximum extent possible, assets which qualify for the marital deduction shall be used to satisfy the foregoing bequests to my wife and to the MARTIN LEVY FAMILY TRUST.

b. Assets transferred in kind to satisfy the bequests hereunder shall be valued for that purpose at their fair market values determined as of the dates of their respective transfers.

c. Notwithstanding any other provision of this Will, if my wife shall survive me, it is my express intent that the above bequest to her shall qualify for the marital deduction and that the bequest to the MARTIN LEVY FAMILY TRUST, as and to the extent my Executrix may elect to qualify the same for a marital deduction, shall qualify for such marital deduction election, all as provided under the Internal Revenue Code and my Executrix shall have no power to take any action which would preclude such qualification.

d. Subject to the limitations set out herein, the decisions of my Executrix as to which assets shall be distributed in satisfaction of the above bequests, as to whether my estate shall be valued under any optional provisions of the federal estate tax law, as to what tax elections shall be exercised, and as to what proceedings are necessary to complete the ascertainment of any tax shall be conclusive and binding upon all persons.

ARTICLE VII

{Appointment of Trustee}

1. I nominate and appoint my wife, **Rowena Levy,** as Trustee of the MARTIN LEVY FAMILY TRUST, to have the powers and duties set forth herein with respect to this trust estate. If my wife shall not survive me or shall fail to qualify and serve as Trustee hereunder for any reason or, having qualified, shall die or resign, then I nominate and appoint my daughters, **Susan Rae Levy** and **Sheryl Daitz**, and **Ralph Gordon** as alternate or successor Co-Trustees, as the case may be, of such trust estate. Any reference in this Will to Trustee or Co-Trustee includes and is a reference to the other as the context may require.

2. Any Trustee shall have the right to resign its duties hereunder at any time by giving Thirty (30) days written notice of its intent to resign, specifying an effective resignation date which is at least Thirty (30) days after such notice, to my wife if living.

3. Any Trustee who resigns or is removed shall promptly settle its accounts and deliver all assets and properties then held to the remaining or successor Trustee upon the effective date of said resignation or removal. The written agreement of any remaining Trustees or successor Trustees and my wife, if she is then living, shall be sufficient to be and constitute the waiver by all of the beneficiaries of such trust of the duty of any trustee who is resigning or being removed to make or prepare a formal accounting to, or to have its accounts examined and passed upon by, any court or other person.

4. Any successor trustee shall have all the powers, authority, and duties set forth herein for Trustee, and all references herein to Trustee include and are references to any such successor trustee. No successor Trustee shall have any liability or responsibility for any act or failure of any predecessor nor any duty to examine or investigate the actions and conduct of or to make any claim against any predecessor. Any successor Trustee may accept the accounts rendered and property and assets delivered by a predecessor without any liability for doing so.

5. I intend that my Trustee shall manage and administer the trust estates established under this Will and otherwise carry out the duties of such office fairly and honestly in

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good faith and with both diligence and reasonable care; however, I relieve any individual who serves as a Trustee hereunder from any liability resulting from an honest mistake of judgment made while serving in such capacity.

6. I excuse and relieve my Trustee and its successors in trust appointed as provided herein from the giving of any bond or surety to secure the faithful performance of duties in such capacity.

ARTICLE VIII

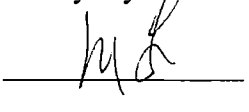
{Trustee Powers and Authority}

1. I grant and confer upon the Trustee of the MARTIN LEVY FAMILY TRUST the powers and duties set forth in Paragraphs 5 through 33, inclusive, of Tennessee Code Annotated Section 35-50-110, but excepting that power set forth in Paragraph 18 thereof to the extent a marital deduction election is made for such trust, which powers and duties are hereby incorporated by reference, including the specific incorporation by reference of the "Prudent Man Rule"; provided, however, that the power set forth in Paragraph 19 of Tennessee Code Annotated Section 35-50-110 is restricted and limited to such amounts and periods of time as may be reasonably required in the best interest of the beneficiaries of said trust.

2. I further grant and confer upon my said Trustee all of the powers herein granted to my Executrix.

3. Subject only to the express provisions and limitations set out in this Will, I authorize my Trustee to make such tax elections, whether for federal or other tax purposes, as my Trustee may determine to be appropriate under the circumstances, notwithstanding that such action or election may be advantageous to One (1) or more of the beneficiaries and/or disadvantageous to other beneficiaries. My Trustee is authorized to divide any trust created herein into separate trusts in accordance with applicable Treasury Regulations in order that the generation-skipping tax inclusion ratio for each such separate trust shall be either Zero (0) or One (1) or in connection with an election under Section 2652(a) of the Code if my wife survives me, as my Trustee may deem appropriate. My Trustee shall have no liability arising out of or in connection with the exercise of this discretion and I relieve my Trustee from any duty to make equitable adjustments among the beneficiaries of this trust as a result of any differences arising out of the exercise of any such election.

4. I specifically authorize and empower my Trustee to engage and retain such independent financial advisors and investment managers as may be selected by my Trustee



to advise Trustee and/or to manage the investment of trust funds; however, Trustee alone shall exercise the discretion granted herein regarding distributions to and the needs of beneficiaries hereunder. It is my expectation that the fees charged by a corporate fiduciary of any trust hereunder shall include compensation for its efforts, expertise, and services in the handling, investment, and administration of the trust estate. In the event my Trustee shall so engage an independent financial advisor and/or investment manager, then Trustee shall be relieved of liability or responsibility for the action or failure to act of such independent advisor and/or manager.

5. My Trustee is authorized and empowered to delegate sufficient authority to One (1) or more persons as may be selected by my Trustee as my Trustee determines to be reasonable and appropriate under the circumstances to accomplish administrative and ministerial duties, including the authority to open accounts in one or more financial institutions, to deposit or withdraw funds from any or all of such accounts, to sign checks drawn on any or all of such accounts, and to perform other similar functions for and on behalf of Trustee.

6. I intend that my Trustee shall provide statements of income, distributions, and assets to the then current income beneficiaries of the trust periodically and at least annually; however, to the maximum extent permitted by law, I excuse and relieve my Trustee from any duty to prepare and file an accounting periodically with or have its accounts examined and passed upon by any court or other person. While I encourage my Trustee to make such disclosures and to provide such information and materials to the beneficiaries of the trusts established herein on a regular basis as and when my Trustee determines to be appropriate, I expressly waive and release my Trustee from any obligation or requirement to do so at any particular time or upon the occurrence of any particular event as may otherwise be required by law.

7. Trustee may transfer the situs of any trust and trust estate established under this Will, or any part thereof, to another state and from state to state, so long as Trustee has determined in its discretion that there exists a reasonable nexus between the trust and/or One (1) or more of its beneficiaries with such transferee state, without applying to or obtaining the approval or consent of any person or any court and without complying with any statute or other rule on the subject and without any other proceeding or formality. If the entire trust is so transferred, then following such transfer the trust and the trust estates created herein shall be governed by and construed under the laws of such state to which it has been transferred. Any

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administrative provision hereof which is in conflict with the laws of any such transferee state shall be modified as and to such extent as may be necessary in order that the trust shall conform to the laws of such state, but not further or otherwise.

8. Trustee may exercise and use each and all of such powers and authority without the necessity of seeking or obtaining the prior approval of any court or other person.

9. At any time when there shall be multiple Trustees serving hereunder, such Co-Trustees shall act by unanimous agreement, unless they shall number more than Two (2), in which case the action of a majority shall be sufficient. However, no third party shall have any duty to question or inquire into authority of any Trustee, and any party dealing with any Trustee may rely upon any act or representation made by any Trustee alone.

10. Notwithstanding the grant of such powers, it is my intent that the MARTIN LEVY FAMILY TRUST shall qualify for the marital deduction election under applicable provisions of the Internal Revenue Code and corresponding provisions of Tennessee law and that the MARTIN LEVY FAMILY TRUST shall constitute a qualified terminable interest property trust as and to the extent any such marital deduction election is made. Accordingly, as and to the extent an election is made to qualify any part of such trust for the marital deduction under Section 2056(b)(7) of the Code or any corresponding provisions of Tennessee law, Trustee shall have no power or authority which would defeat or limit the qualification of such trust for such marital deduction. Any power to retain or invest in assets consisting substantially of unproductive property shall be subject to the requirement that Trustee use the degree of judgment and care in the exercise of such power that a prudent person would use as the owner of that trust property. This Paragraph supersedes all other provisions of this Will to the extent of any inconsistency herewith.

ARTICLE IX

{Family Trust Disposition}

1. If my wife, Rowena Levy, shall survive me, then as and to the extent my Executrix elects to qualify the MARTIN LEVY FAMILY TRUST for a marital deduction under Code Section 2056(b)(7) or under any corresponding marital deduction election provision of Tennessee law, I direct my Trustee to divide the MARTIN LEVY FAMILY TRUST into separate shares: Share I shall be composed of that portion of the principal of the MARTIN LEVY FAMILY TRUST for which no such marital deduction election is made and Share II shall be composed of that portion of the principal of the MARTIN LEVY FAMILY TRUST for which

any such marital deduction election is made either for Federal estate tax purposes or Tennessee inheritance tax purposes, but not both. It is my express intent that the balance of this ARTICLE shall apply to and govern the disposition of both Share I and Share II.

2. If my wife, Rowena Levy, shall survive me, then Trustee shall collect and receive the income and profits from the property comprising the principal of both Share I and Share II of the MARTIN LEVY FAMILY TRUST and shall pay and distribute all of the net income therefrom, in convenient installments but no less often than quarterly, to my wife for so long as she shall live.

3. For so long as my wife shall survive me, Trustee is authorized and empowered to pay and distribute to her such amount or amounts of the principal of Share II of the MARTIN LEVY FAMILY TRUST as Trustee, at any time and from time to time and in the exercise of Trustee's sole and absolute discretion, may deem advisable to provide for the health, maintenance, education, and support of my wife. Trustee is also authorized and empowered to pay and distribute to my wife such amount or amounts of the property comprising the principal of Share I of the MARTIN LEVY FAMILY TRUST as Trustee, at any time and from time to time in the exercise of Trustee's sole and absolute discretion, may deem advisable to provide for her health, maintenance, education, and support; provided, however, that it is my intent that Trustee shall make any such distributions of principal first from Share II until such Share shall have been exhausted, and then from Share I of the MARTIN LEVY FAMILY TRUST.

4. Upon the subsequent death of my wife, the then remaining balance of the MARTIN LEVY FAMILY TRUST shall be held and administered as follows:

a. First, Trustee shall pay and distribute all income of Share I and Share II of the MARTIN LEVY FAMILY TRUST accrued but undistributed at the death of my wife to her estate.

b. Second, Trustee may, in the exercise of its discretion, pay and distribute from that part of the principal of the MARTIN LEVY FAMILY TRUST which is included in the taxable estate of my wife, directly to my wife's estate or to the legal representative of my wife's estate, as Trustee may determine, that part of any amount by which the estate and inheritance taxes on account of the death of my wife shall be increased as a result of the inclusion of the MARTIN LEVY FAMILY TRUST in her estate for such tax purposes as the legal representative of my wife's estate may request in writing. Trustee's selection of assets



to be sold, if any, to pay that amount and the tax effects thereof shall not be subject to question by any beneficiary.

c. Third, Trustee shall pay and distribute all of the remaining balance of the MARTIN LEVY FAMILY TRUST to my children in equal shares, per stirpes, subject to the provisions of Paragraph 3 of ARTICLE X.

ARTICLE X

{General Provisions}

1. No beneficiary of my estate or any trust created herein shall pledge, assign, transfer, sell, or in any manner whatsoever accelerate, anticipate, or encumber any interest in my estate or the principal or the income of any such trust estate, nor shall any of such principal or income be or become, in any manner whatsoever, subject or liable for the debts, contracts, or engagements of any beneficiary. In no event shall any of such principal or income be or become, in any manner whatsoever, subject to any assignment or any other alienation or disposition, whether voluntary or involuntary.

2. Whenever income or principal from any trust or fund established hereunder is to be paid to a minor beneficiary, a beneficiary adjudicated incompetent, or a beneficiary not adjudicated incompetent but who, by reason of mental or physical illness or condition, mental or physical disability, or advanced age is, in the opinion of Trustee, unable properly to administer or manage such funds, then Trustee may pay such amounts as are authorized herein to be paid to or for the benefit of such beneficiary in any of the following manners:

a. Directly to the beneficiary;

b. To a legally appointed guardian, custodian, conservator, spouse, or natural parent of such beneficiary;

c. To a custodian for the beneficiary under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act, if such custodian is authorized to receive such funds;

d. To a relative or friend of such beneficiary or any adult living in the same household for and on behalf of such beneficiary; or,

e. By Trustee using such amounts directly for the benefit of a beneficiary.

The receipt of any such person shall discharge Trustee from further responsibility with respect to such funds. No recipient shall be required to furnish bond with respect to such funds nor make a report as to the disposition of the same.

3. If any beneficiary hereof shall not have attained the age of Twenty-two (22) years at the time any principal of his or her separate trust, or any part thereof, is directed to be distributed to him or her, then the share or fund of such beneficiary may be retained in trust by Trustee until such beneficiary shall have attained such age. During any such interim, Trustee shall pay and distribute to such beneficiary or expend on his or her behalf such amount or amounts of the net income and/or principal derived from his or her particular share or fund, as Trustee deems advisable for his or her respective health, maintenance, education, and support. When such beneficiary shall have attained the age of Twenty-two (22) years, such beneficiary's separate trust shall terminate and Trustee shall then pay and distribute the entire remaining principal of such beneficiary's separate trust to such beneficiary in fee. If any beneficiary shall have attained either of the ages specified above at the time the trust estate is to be divided into separate trusts, then such beneficiary may by written notice to Trustee within Ninety (90) days after such time withdraw from such beneficiary's separate trust such part or parts or all, as the case may be, of such separate trust as are otherwise withdrawable by such beneficiary upon attaining such ages. If any such beneficiary shall die after the trust estate is directed to be set apart into separate trusts and before the entire principal of such beneficiary's separate trust has been distributed to such beneficiary in fee, then such beneficiary's separate trust shall terminate and Trustee shall pay and distribute the remaining balance of such beneficiary's separate trust to the estate of such beneficiary.

4. Except as otherwise provided in Paragraph 5 below, and except as to any amounts payable or distributable to my wife if she shall survive me, my Executrix or Trustee, as the case may be, is authorized to retain in trust for any beneficiary for so long as any beneficiary shall live, so much or all of such beneficiary's separate share, trust, or fund as such fiduciary may reasonably determine to be appropriate under the circumstances due to the inability of such beneficiary to properly manage his or her financial affairs should such beneficiary (i) have been adjudicated incompetent, (ii) have acknowledged his or her incompetency in writing, or (iii) otherwise be disabled and such disability, whether due to any physical or mental condition or disorder, including but not limited to drug or alcohol abuse or dependence, has been confirmed in writing by a licensed physician who has examined such beneficiary within the Sixty (60) days

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next preceding the date of such written confirmation and the date of such confirmation is within the Three (3) years next preceding the time of such determination by such fiduciary. During any interim when any sum is retained hereunder for a beneficiary, such fiduciary shall pay and distribute to such beneficiary or expend on his or her behalf such amount or amounts of the net income and/or principal derived from his or her particular share, trust, or fund, as such fiduciary deems advisable for his or her respective health, maintenance, education, and support. Upon the termination of any such separate share, trust, or fund, the entire remaining principal and undistributed income, if any, of such separate share, trust, or fund shall be paid and distributed to such beneficiary or to the estate of such beneficiary, as the case may be, in fee. Each separate share, trust, or fund shall constitute and be administered and accounted for separately. No beneficiary of any separate share, trust, or fund of this trust shall have any right or interest in any other separate share, trust, or fund of this trust nor in any specific property or asset held hereunder.

5. Notwithstanding any other provisions hereof, no trust created herein shall continue beyond Twenty-one (21) years after the later of my death or the death of the last to die of my wife, Rowena Levy, and such of my issue as are living at the time of my death. If not sooner terminated under any other provision hereof, upon the expiration of such period, all trusts created herein shall terminate and the assets thereof shall be distributed to the then current income beneficiaries hereof in proportion to their relative interests in such income, outright and free of all restrictions.

6. As used in this Will, the terms "child", "children", and "issue" include persons adopted before their having attained the age of Eighteen (18) years in addition to all present and future children of mine.

7. As used in this Will, the term "education" is intended to be read in its broadest sense and shall include all programs and courses of study at both accredited and generally recognized primary and secondary schools, colleges, universities, and professional schools, together with other programs and courses of study, including special education, undergraduate, graduate, professional, technical, and trade school programs. The cost of education is intended to include room and board and transportation costs, as well as tuition, fees, and other similar charges.

8. As used in this Will, the term "Exemption Equivalent" shall mean the larger of (i) the largest amount which would, taking into account adjusted taxable gifts and

allowable deductions and after allowing for the applicable credit amount under Code Section 2010 and any available credit for state death taxes under Code Section 2011, to the extent the use of such state death tax credit does not increase the death tax payable to any state, but no other credit, result in no federal estate tax being payable as a result of my death or (ii) the largest amount which would result in no Tennessee inheritance tax being payable as a result of my death.

9. As used in this Will, the term "net income" shall mean the income or return on the principal of the trust estate reduced by the ordinary and necessary expenses, including a reasonable allowance for depreciation and obsolescence, incident thereto. Except as my Trustee may otherwise determine, net income shall not include the amount of any gain from the sale, exchange, or other disposition of any asset comprised in the principal of the trust estate nor capital gain distributions by mutual funds, notwithstanding the fact that such gain may be denominated as income for tax purposes by any taxing authority.

10. As used in this Will, the words "marital deduction", "charitable deduction", "gross estate", "taxable estate", "adjusted taxable gifts", "pass", and "direct skip" shall have the same meaning as said words have in the provisions of the Internal Revenue Code applicable to my estate.

11. As used in this Will, the term "tangible personal property" excludes all intangible property such as money, bank and other deposits, partnership interests, stocks, bonds, and other securities of all types.

12. All references herein to the Code, Internal Revenue Code, and Federal Internal Revenue Code are references to the Federal Internal Revenue Code of 1986, as amended.

13. It is my express intent that my Executrix and Trustee shall be entitled to compensation for services provided hereunder in an amount up to the level of fees customarily charges by a corporate fiduciary doing business in the community where I am residing at the time of my death. My Executrix and Trustee shall also be entitled to reimbursement for all reasonable expenses and costs paid or incurred in the performance of their duties hereunder.

14. Representation "per stirpes" with respect to any person shall be determined by reference to the first generation below that of such person, whether or not there shall be anyone of that generation living at the time of the determination.

15. As used in this Will, words of any gender include the other and the singular or plural form includes the other, as the context may require.

16. As used in this Will, words of inclusion are intended as illustration and are not intended to exclude or omit any other object or subject.

ARTICLE XI

{Simultaneous Death}

If my wife, Rowena Levy, and I shall die under such circumstances that there is not sufficient evidence to determine the order of our deaths, then it shall be presumed that she survived me and my estate shall be administered and distributed in all respects in accordance with this presumption that I predeceased her.

ARTICLE XII

{Merger/Termination of Trusts}

1. If the terms, conditions, and beneficiaries of any trust established by me in this Will are the same or substantially the same as that of any trust established by my wife, Rowena Levy, whether in her will or otherwise, then my Trustee may, in its discretion, combine or merge the trust created by me in this Will with that other trust as created by my wife in her Will, and, thereafter, hold, administer, and distribute the principal of the trust estates as a single trust in accordance with the terms and conditions of the trust established by me in this Will or those applicable to the trust established by my wife, as Trustee may determine.

2. If my Trustee determines that the amount of any share, trust, or fund held hereunder is so small as to make the continued management and administration thereof as directed herein either impractical or uneconomical, then Trustee may terminate such trust, share, or fund and distribute the entire balance of such share, trust, or fund to the then current income beneficiary thereof. Trustee shall have no responsibility or liability to any person as a result of the exercise of this discretion.

ARTICLE XIII

{No Mutual Testamentary Intent}

Although my wife and I may execute wills at or about the same time, there is and there has been no contract between us to make a mutual testamentary disposition of any property and it is my intention that no such contract be inferred from the execution of wills which are similar in content. In the event that my wife survives me, or otherwise, she shall have full power to execute codicils to her will and to revoke her will and any codicils and to execute a later will

or wills and codicil or codicils, making such disposition of her property as she may desire in her sole discretion, including any or all of the property passing to her under the provisions of this Will.

IN WITNESS WHEREOF, I acknowledge this to be and I have hereunto subscribed my name to this as my Last Will and Testament, consisting of this and the Seventeen (17) preceding typewritten pages, and, for purposes of identification, I have initialed each such page, all in the presence of the persons witnessing it at my request on this the 23rd day of August, 2007.

MARTIN LEVY

The said Martin Levy, being of sound mind and disposing memory, signed the foregoing instrument in our presence as and for his Last Will and Testament and signified and declared to us that same was his Last Will and Testament; and we, the undersigned, at his request and in his presence and sight and in the presence and sight of each other, have subscribed our names hereto as attesting witnesses the day and date above written.

Victoria Lazarus

Address: 201 Balmoral Rd
Franklin, TN 37069

Brenda L Farmer

Address: 3461 Pugh Road
Hermitage, TN 37076

AFFIDAVIT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

We, the undersigned, Victoria Lazarus, and Brenda L. Farmer, being first duly sworn, make oath as follows:

The said Martin Levy, being of sound mind and disposing memory, signed the foregoing instrument in our presence as and for his Last Will and Testament and signified and declared to us that same was his Last Will and Testament; and we, the undersigned, at his request and in his presence and sight and in the presence and sight of each other, have subscribed our names thereto as attesting witnesses the day and date written therein.

Victoria Lazarus

Brenda L. Farmer

Sworn to and subscribed before me this 23rd day of August, 2007.

Notary Public

My Commission Expires:

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires JAN. 24, 2009