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LAST WILL AND TESTAMENT

OF

GWENDOLYN PILLOW

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THIS INSTRUMENT PREPARED BY:
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511 Union Street, Suite 2700
Nashville, Tennessee 37219-1760

LAST WILL AND TESTAMENT

OF

GWENDOLYN PILLOW

I, GWENDOLYN PILLOW, a resident of Nashville, Davidson County, Tennessee, being of sound mind and disposing memory, do hereby make, publish, and declare this as my Last Will and Testament (also referred to herein as my "Will"), hereby revoking all Last Wills and Testaments and Codicils heretofore made by me.

I am currently unmarried. I have three living children, namely, CHERYL GANT, KEVIN PILLOW and CURTIS PILLOW. All references herein to my children shall refer to these children.

ARTICLE I.
Appointment of Executor

A. Appointment of Executor. I nominate and appoint the following individuals, successively in the order named, to serve as Executor of this my Will, without bond: my son, KEVIN PILLOW, and then my daughter, CHERYL PILLOW. Whenever the term "Executor" is used herein, it shall be deemed to apply to the party or parties acting as such, and any reference to such party or parties in one gender shall be deemed to mean the proper gender.

B. Waiver of Inventory and Accounting. I hereby expressly excuse my Executor from filing any inventory, interim accountings, and final accounting that might otherwise be required pursuant to applicable law, unless any beneficiary of my residuary estate specifically requests such reports.

C. Appointment of Ancillary Personal Representative. If the appointment of an Executor of my estate is necessary or desirable in any jurisdiction in which the Executor named herein is unable or unwilling to act, I appoint as my Executor in that jurisdiction such person or corporation as may be designated in an instrument signed by the Executor named herein, to serve without security or any bond, and to have all the powers with respect to my estate in that jurisdiction that my Executor named herein is given with respect to my domiciliary estate (including the power to sell real or personal property at public or private sale for any purpose), to be exercisable without the joinder of any beneficiary or the approval of any court.

ARTICLE II.
Payment of Debts and Taxes

I direct that all of my legally enforceable debts, funeral expenses, and expenses in connection with the administration of my estate shall be paid as soon as may be convenient after my death, except that, in the discretion of my Executor, any property that is encumbered by a debt secured by a mortgage may be paid off without right of contribution or retained in the discretion of my Executor with such property passing subject to such mortgage. I further direct that all transfer, estate, inheritance, and other death taxes that are payable because of my death, including any interest or penalties thereon, with respect to the property comprising my estate for such tax purposes, whether or not such property passes under this Will and whether such taxes are payable by my estate or by any recipient or beneficiary of any such property, shall be paid entirely out of that portion of my residuary estate that does not qualify for the charitable deduction under Code Section 2055, if any, or does not qualify for any other exclusion or deduction for federal estate tax purposes, as an expense of administration, without apportionment, and with no right of reimbursement from any recipient or beneficiary of any such property (except as otherwise specifically provided in this Article).

I authorize (but do not require) my Executor, in its sole discretion, to use the proceeds of any life insurance payable to my estate or to my Executor for the payment of my debts or taxes of my estate.

ARTICLE III.
Disposition of Tangible Personal Property and Specific Bequests

A. Written Memorandum. I may leave one or more handwritten memoranda (dated and signed subsequent to the date of this Will) disposing of certain items of tangible personal property. Except as otherwise provided in any such memorandum, if an individual named therein does not survive me, then the bequest made in such memorandum to that individual shall lapse. In addition, such memorandum shall not operate to revoke this Will unless expressly stated therein. If such a memorandum is not located within ninety (90) days following my death, my Executor shall administer my estate under the rebuttable presumption that no such memorandum exists.

B. Bequest of Tangible Personal Property. Except as provided in paragraph A. of this Article, I give all furniture, household furnishings, automobiles, personal effects, and all other items of tangible personal property (except cash on hand or deposit) that I own at the time of my death to my then living children to be divided in substantially equal shares as to the value thereof, in such manner as shall be practicable as to the individual items thereof, and as my then living children shall agree.

G. P.
GP

To the extent that my then living children fail to agree as to the division of any one or more items of tangible personal property within a reasonable period of time after my death, my Executor shall divide the property (or, in its sole and absolute discretion, sell the property and divide the proceeds therefrom) among the beneficiaries in the proportions set forth above. Any decision made by my Executor with respect to either the selection or sale of tangible personal property shall be final and binding on all beneficiaries. My Executor may distribute the share of any minor beneficiary to such beneficiary directly, or to the person who has custody of such beneficiary, with such person holding the beneficiary's share for the benefit of the beneficiary until the termination of the custody, at which time the property shall be distributed to the beneficiary.

If in the discretion of my Executor any of my tangible personal property is not suitable for immediate delivery, my Executor may retain such property in safekeeping for future delivery. My Executor shall pay all expenses associated with safeguarding, insuring, packing, shipping, storing, delivering, and distributing the tangible personal property to the beneficiary at his or her residence, and such expenses shall be deemed to be a proper part of the expenses of administering my estate.

ARTICLE IV.
Disposition of Residuary Estate

The remainder of all of my property, real, personal, and mixed, of whatever kind and character and wherever situated, including any property payable to my Executor or my estate as the result of my death, (collectively my "Residuary Estate"), shall be divided into as many equal shares as necessary to create one share for each of my then living children; thereafter, each share created for a living child of mine shall be distributed to such child, outright and free of trust. If I have no then living children, my Residuary Estate shall be distributed, outright and free of trust, to my then living descendants, *per stirpes*. If I have no then living descendants, my Residuary Estate shall be distributed as provided in the Article titled *Ultimate Distribution*.

ARTICLE V.
Ultimate Distribution

If at any time there is no person or entity entitled to receive all or any part of my property, such property shall be distributed, outright and free of trust, to those persons who would be my heirs, and in such proportions, as if I had died at such time, intestate, unmarried, and domiciled in Tennessee.

ARTICLE VI.
Powers and Duties of Executor

A. In General. In addition to all powers given under applicable law and those set forth below, both my Executor shall have all of the powers enumerated in T.C.A §35-50-110 as they exist on the date of my death.

B. Administration of Real Property. I direct that all real property that I own at the time of my death shall be administered as a part of my probate estate subject to the control of my Executor, as authorized by T.C.A. § 31-2-103. It is my intention that my Executor shall have possession and control of my real property during the period of administration, including the power to sell, lease, encumber, and otherwise convey all or any portions of such real property or interests therein without the joinder of any beneficiary of my estate or the approval of any court. Any commissions or other expenses arising out of the sale of any such property by my Executor shall be deemed to be a proper expense of administering my estate.

C. Executor's Authority to Make Tax Elections. My Executor may, in its sole discretion, exercise any available election concerning state and/or federal income, inheritance, estate, succession, gift, and/or generation-skipping transfer tax law, including but not limited to any election relating to the deduction and/or allocation of estate administration expenses with or without compensating adjustments between income and principal, allocation of available exemptions, and deferral of a tax liability. My Executor shall be indemnified and held harmless for any claim in connection with the exercise of any available tax election pursuant to the provisions of this paragraph.

D. Funding of Bequests. Other than bequests of specifically identified property and/or tangible personal property under the Article titled *Distribution of Tangible Personal Property and Specific Bequests*, my Executor is authorized to satisfy any bequest made under my Will in cash or in kind, and if wholly or partly in kind, to select and distribute the specific asset or assets so selected. In determining the amounts to be allocated to each such bequest, each asset shall be valued at an amount equal to its final value as determined for tax purposes. In addition, the assets allocated to such bequests and among such bequests must be fairly representative of the appreciation and depreciation (from the value determined for transfer tax purposes) in the value of all property (including cash) available for allocation. Such bequests shall carry with them (as income and not as principal) their proportionate share of the income of my estate from the date of my death.

E. Executor's Compensation. The Executor shall be entitled to fair and reasonable compensation for the services it renders. The Executor shall be reimbursed for the reasonable costs and expenses incurred in connection with its fiduciary duties under this Will and shall reasonably compensate those persons

employed by it, including agents, auditors, accountants, and attorneys. A corporate fiduciary's regular schedule of fees for administering an estate shall not be entitled to any presumption of reasonableness.

ARTICLE VII.
Miscellaneous

A. Definitions.

1. Code and T.C.A. Unless the context indicates otherwise, references to the "Code" shall mean the Internal Revenue Code of 1986, as amended (and any references to a section thereof shall include any successor, substituted, or amended section of the Internal Revenue Code), and shall also include the Treasury Regulations promulgated thereunder; provided, however, it shall not include any Treasury Regulation, or any portion thereof, that has been held invalid by a court having jurisdiction over federal tax matters. Unless otherwise indicated, any references to T.C.A. shall mean the Tennessee Code Annotated, as amended (and any references to a section thereof shall include any successor, substituted, or amended section of the Tennessee Code Annotated).

2. Final Value Determined for Tax Purposes. The phrase "final value determined for tax purposes" shall mean the final value determined for the applicable asset(s) for federal estate tax purposes, or if there was no federal estate tax return filed, then the final value determined for the applicable asset(s) for state estate and/or inheritance tax purposes.

B. Disclaimer by a Beneficiary. If any beneficiary is entitled to a benefit under this Will, such beneficiary or a representative of an incapacitated beneficiary or such beneficiary's personal representative, if such beneficiary is deceased, may disclaim all or any part of that benefit. In addition to any other method of disclaimer or release recognized by law, the beneficiary or his or her representative may disclaim or release any interest under this Will by delivering to the Executor a notarized instrument to that effect. Disclaimed or released benefits shall pass in the same manner as if such beneficiary had predeceased the vesting of such benefit.

C. Gender; Number. Words of any gender, including pronouns, shall be deemed to include the other gender, as appropriate, and the references to the singular shall include the plural, and vice versa, unless the context indicates such a reading would be inappropriate.

D. State Law. The validity of this Will shall be determined by reference to the laws of the State of Tennessee.

G. P.
GP

E. Survivorship Presumptions. A beneficiary shall be deemed to have survived another individual only if such beneficiary survives the individual by at least ninety (90) days.

IN WITNESS WHEREOF, I have hereunto set my hand to this my Will, this the 5th day of February, 2013.

Gwendolyn Pillow
GWENDOLYN PILLOW

The foregoing Last Will and Testament was, on the day and year written above, published and declared by Gwendolyn Pillow in our presence to be her Last Will and Testament. We, in her presence and at her request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

WITNESSES:

Pamela J. Pruitte-Gregory ADDRESS: 511 Union St., Ste 2700
Nashville, TN 37219

Deborah L. Harris ADDRESS: 2700 Nashville City Center
Nashville, TN 37219

AFFIDAVIT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

We, the witnesses, whose names are signed to the foregoing Last Will and Testament and printed below, having been sworn, declared to the undersigned officer that Gwendolyn Pillow, in the presence of both witnesses, signed the instrument declaring it to be her Last Will and Testament, and that each of the witnesses, in the presence of Gwendolyn Pillow and in the presence of each other, signed the Last Will and Testament as a witness.

We declare that at the time of our attestation of this Last Will and Testament, Gwendolyn Pillow was, according to our best knowledge and belief, over the age of eighteen, under no undue duress or constraint, of sound and disposing mind, memory and understanding, and in all respects competent to make a last will and testament.

Pamela J. Navatta Gregory
WITNESS

Pamela J. Navatta-Gregory
(Printed name)

Deborah K. Harris
WITNESS

Deborah K. Harris
(Printed name)

SWORN TO AND SUBSCRIBED before me, on this the 5th day of February, 2013.

AARON FLINN
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES NOVEMBER 5, 2014

NOTARY PUBLIC
My Commission Expires: 11/5/14

THIS INSTRUMENT PREPARED BY:
WALLER LANSDEN DORTCH & DAVIS, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219-1760

STATE OF TENNESSEE

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IN RE: ***GWENDOLYN C PILLOW***

Docket No: ***24P513***

I, JOSEPH P. DAY, 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 document heretofore entered in the above styled case on March 27, 2024 in the Seventh Circuit Court for Davidson County, Tennessee, 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, on March 27, 2024.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____ ***Deputy Clerk***