STATE OF TENNESSEE

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IN RE: ***IRENE UPCHURCH***

Docket No: ***24P1118***

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 June 10, 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 June 10, 2024.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk

FILED
JUN 10 2024
JOSEPH P. DAY, Clerk
By Deputy

LAST WILL AND TESTAMENT
OF
IRENE UPCHURCH

CROW ESTATE PLANNING AND PROBATE, PLC
512 MADISON STREET, SUITE A
CLARKSVILLE, TENNESSEE 37040

LAST WILL AND TESTAMENT OF IRENE UPCHURCH

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LAST WILL AND TESTAMENT
OF
IRENE UPCHURCH

I, IRENE UPCHURCH, a resident of Davidson County, Tennessee, revoke any prior wills and codicils made by me and declare this to be my Last Will and Testament ("my Will").

Article One
Family Information

I have three children. They are:

LINDA GAIL TAYYUN, born on August 9, 1959;

LISA ANN UPCHURCH, born on August 31, 1963, died on December 16, 2011; and

MICHAEL TROY UPCHURCH, born on April 21, 1965, died on November 4, 2013.

All references to my children in my Will are to these children.

References to my descendants are to my children and their descendants, including descendants of any deceased child.

I have also provided for the following individuals in my Will:

Name	Relationship
AMIRAH GAIL TAYYUN	Granddaughter
ALIAH ANN TAYYUN	Granddaughter

Article Two
Specific and General Gifts

Section 2.01 Disposition of Tangible Personal Property

I give all my tangible personal property, together with any insurance policies covering the property and any claims under those policies in accordance with a "Memorandum for Distribution of Personal Property" or other similar writing directing the disposition of the property. Any writing prepared according to this provision must be dated and signed by me.

My "Memorandum for Distribution of Personal Property" or other similar writing directs how I give all my Tangible Personal Property and any insurance policies covering the property and any claims under those policies.

If I leave multiple written memoranda that conflict as to the disposition of any item of tangible personal property, the memorandum with the most recent date will control as to those items that are in conflict.

If the memorandum with the most recent date conflicts with a provision of this Will as to the specific distribution of any item of tangible personal property, the provisions of the memorandum with the most recent date control as to those items that are in conflict.

I intend that the writing qualify to distribute my tangible personal property under applicable state law.

Section 2.02 Contingent Distribution of Tangible Personal Property

Any tangible personal property not disposed of by a written memorandum, or if I choose not to leave a written memorandum, all my tangible personal property will be distributed as part of my residuary estate.

Section 2.03 Definition of Tangible Personal Property

For purposes of this Article, the term "tangible personal property" includes but is not limited to my household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, personal wearing apparel and jewelry, books, sporting goods, and hobby paraphernalia. The term does not include any tangible property that my Executor, in its sole and absolute discretion, determines to be part of any business or business interest that I own at my death.

Section 2.04 Incidental Expenses and Encumbrances

Until property distributed in accordance with this Article is delivered to the appropriate beneficiary or to the beneficiary's legal representative, my Executor will pay the reasonable

expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as an administration expense. Except as otherwise provided in my Will, my Executor will distribute property under this Article subject to all liens, security interests, and other encumbrances on the property.

Article Three
My Residuary Estate

Section 3.01 Definition of My Residuary Estate

All the remainder of my estate, including property referred to above that is not effectively disposed of, will be referred to in my Will as my "residuary estate."

Section 3.02 Disposition of My Residuary Estate

My residuary estate will be administered as provided in Article Four entitled "Distribution to My Beneficiaries."

Article Four
Distribution to My Beneficiaries

The Distribution to My Beneficiaries will be administered under the terms of this Article.

Section 4.01 Division of My Property

My Executor shall divide my residuary estate into shares as follows:

Name	Relationship	Share
LINDA GAIL TAYYUN	Daughter	1/3
AMIRAH GAIL TAYYUN	Granddaughter	1/3
ALIAH ANN TAYYUN	Granddaughter	1/3

Each beneficiary's share will be administered as provided in the Sections that follow.

Section 4.02 Distribution of the Share for LINDA GAIL TAYYUN

My Trustee shall administer the share set aside for LINDA GAIL TAYYUN in trust as provided in this Section.

(a) Distributions of Income and Principal

My Trustee shall distribute to LINDA GAIL TAYYUN as much of the income and principal of her trust as my Trustee determines necessary or advisable for her health, education, maintenance, and support.

My Trustee shall add any undistributed net income to principal.

(b) Distribution if LINDA GAIL TAYYUN Is Deceased or upon Death

Upon LINDA GAIL TAYYUN's death, or if LINDA GAIL TAYYUN dies before the establishment of her trust, my Trustee shall distribute LINDA GAIL TAYYUN's share *pro rata* to the other beneficiaries named in this Article. If no other named beneficiaries exist, my Trustee shall distribute LINDA GAIL TAYYUN's share under the terms of Article Five.

Section 4.03 Distribution of the Share for AMIRAH GAIL TAYYUN

The share set aside for AMIRAH GAIL TAYYUN is to be distributed to her outright.

If AMIRAH GAIL TAYYUN is deceased, her share is to be distributed *pro rata* to the other beneficiaries named in this Article. If there are no other named beneficiaries her share will be administered as provided in Article Five entitled "Remote Contingent Distribution."

Section 4.04 Distribution of the Share for ALIAH ANN TAYYUN

The share set aside for ALIAH ANN TAYYUN is to be distributed to her outright.

If ALIAH ANN TAYYUN is deceased, her share is to be distributed *pro rata* to the other beneficiaries named in this Article. If there are no other named beneficiaries her share will be administered as provided in Article Five entitled "Remote Contingent Distribution."

Article Five
Remote Contingent Distribution

If, at any time, there is no person or entity qualified to receive final distribution of my probate or trust estate or any part of it, then the portion of my probate or trust estate with respect to which the failure of qualified recipients has occurred shall be distributed to those

persons who would inherit it had I then died intestate owning the property, as determined and in the proportions provided by the laws of Tennessee then in effect.

Article Six
Designation of Fiduciaries

Section 6.01 Executor

I name LINDA GAIL TAYYUN as my Executor. If LINDA GAIL TAYYUN fails or ceases to act as my Executor, I name AMIRAH GAIL TAYYUN as my Executor.

Section 6.02 Trustee

I appoint AMIRAH GAIL TAYYUN as my Trustee to serve as Trustee of any trusts created under my Will. If AMIRAH GAIL TAYYUN fails or ceases to act as Trustee, I appoint ALIAH ANN TAYYUN as my Trustee.

Article Seven
Trust Administration Provisions

The provisions of this Article pertain to any trust created under my Will.

Section 7.01 No Court Proceedings

Any trust created under my Will is to be administered expeditiously, consistent with the provisions of my Will, free of judicial intervention, and without order, approval or action of any court. A trust will be subject to the jurisdiction of a court only if my Trustee or another interested party institutes a legal proceeding. A proceeding to seek instructions or a court determination must be initiated in the court having original jurisdiction over matters relating to the construction and administration of trusts. Seeking instructions or a court determination will not subject a trust to the continuing jurisdiction of the court.

Section 7.02 Resignation of a Trustee

A Trustee may resign by giving written notice to the Income Beneficiaries of the trust and to any other Trustee then serving.

Section 7.03 Removal of a Trustee

No Trustee can be removed by any beneficiary, except for cause, which removal must be approved by a court of competent jurisdiction upon the petition of any beneficiary.

In no event will the court petitioned to approve the removal of a Trustee acquire any jurisdiction over the trust except to the extent necessary to approve or disapprove removal of a Trustee.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

Section 7.04 Default of Designation

If the office of Trustee of a trust created under my Will is vacant and no designated successor Trustee is able and willing to act as Trustee, a majority of the Income Beneficiaries of the trust may appoint an attorney, certified public accountant or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy remaining unfilled after a period of 30 days. By making such appointment, the court will not thereby acquire any jurisdiction over the trust, except to the extent necessary for making the appointment.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

Section 7.05 Notice of Removal and Appointment

Notice of removal must be in writing and delivered to the Trustee being removed and to any other Trustees then serving. The notice of removal will be effective in accordance with its provisions.

Notice of appointment must be in writing and delivered to the successor Trustee and any other Trustees then serving. The appointment will become effective at the time of acceptance by the successor Trustee.

Section 7.06 Appointment of a Co-Trustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Co-Trustee. A Co-Trustee so named will serve only as long as the Trustee who appointed the Co-Trustee (or, if the Co-Trustee was named by more than one Trustee acting together, by the last to serve of those Trustees) serves, and that Co-Trustee will not become a successor Trustee upon the death, resignation, or incapacity of the Trustee who appointed the Co-Trustee, unless so appointed under the terms of my Will. The Trustee appointing a Co-Trustee may revoke the appointment at any time with or without cause.

Section 7.07 Corporate Fiduciaries

Any corporate fiduciary serving as a fiduciary under my Will must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

Section 7.08 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, it will not be necessary for the incapacitated Trustee to resign as Trustee. A written declaration of incapacity by the Co-Trustee, if any, or, if none, by the party designated to succeed the incapacitated Trustee, if made in good faith, will terminate the trusteeship.

Section 7.09 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under my Will is unwilling or unable to act with respect to any trust property or any provision of my Will, the Trustee shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to such property or with respect to such provision. The Independent Special Trustee appointed may not be related or subordinate to any beneficiary of the trust within the meaning of Section 672(c) of the Internal Revenue Code. The Trustee may revoke the appointment at will.

An Independent Special Trustee may exercise all fiduciary powers granted by my Will unless expressly limited elsewhere in my Will or by the Trustee in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to the Trustee. Notice of resignation will be effective in accordance with the terms of the notice.

Section 7.10 Majority Action of Trustees

If two Trustees are eligible to act with respect to a given matter, the concurrence of both are required for action to be taken; if more than two Trustees are eligible to act with respect to a given matter, the concurrence of a majority of my Trustees are required for action to be taken.

A nonconcurring Trustee may dissent or abstain from a decision of the majority. A Trustee is absolved from personal liability by registering its dissent or abstention in the records of the trust. After doing so, the dissenting Trustee must then act with my other Trustees in any way necessary or appropriate to effectuate the decision of the majority.

Notwithstanding any provision of my Will to the contrary, a Trustee may disclaim or release, in whole or in part, by an instrument in writing, any power it holds as Trustee, irrevocably or for any period of time that the Trustee may specify. The Trustee may make

the relinquishment of a power personal to the Trustee or may relinquish the power for all subsequent Trustees.

Section 7.11 Disclaimer by Beneficiary Serving as Trustee

Notwithstanding any provision of my Will to the contrary, any beneficiary serving as a Trustee may disclaim or release, in whole or in part, by an instrument in writing, any power such beneficiary holds as Trustee, irrevocably or for such period of time as such Trustee may specify, without affecting the continuance of the power in any other Trustee.

Section 7.12 Exoneration of My Trustee

My Trustee is not obligated to examine the accounts, records or actions of any previous fiduciary. My Trustee is in no way or manner to be held responsible for any act or omission to act on the part of any previous fiduciary.

Unless my Trustee has received notice of removal, my Trustee may not be held liable to any beneficiary for the consequences of any action taken by my Trustee that would have been, but for the prior removal of my Trustee, a proper exercise by my Trustee of the authority granted to my Trustee under my Will.

My Trustee may request and obtain from the beneficiaries or from their legal representatives, agreements in writing releasing my Trustee from any liability that may have arisen from my Trustee's acts or omissions to act and indemnifying my Trustee from liability for the acts or omissions. An agreement described in this paragraph, if acquired from all the living beneficiaries of my Will or from their legal representatives, will be conclusive and binding upon all parties, born or unborn, who may have, or may in the future acquire, an interest in my Will.

My Trustee may require a refunding agreement before making any distribution or allocation of the income or principal of a trust created under my Will and may withhold distribution or allocation pending determination or release of a tax lien or other lien. This refunding agreement provision will not apply to any distribution that qualifies for the federal estate tax charitable deduction.

Section 7.13 Limitations on Trustee Liability

I recognize that some individuals and institutions may be reluctant to serve as Trustee because of a concern about potential liability. Therefore, I direct that any individual or corporate fiduciary that serves as my Trustee will not incur any liability by reason of any error of judgment, mistake of law, or action or inaction of any kind in connection with the administration of any trust created under this trust, unless my Trustee's decision is shown by clear and convincing evidence to have been made in bad faith.

Any individual or corporate fiduciary currently serving as my Trustee may expend any portion of the trust assets to defend any claim brought against the Trustee, even if the

Trustee's defense costs would exhaust the trust's value, unless the Trustee is shown to have acted in bad faith by clear and convincing evidence.

Any individual or corporate fiduciary that formerly served as my Trustee is entitled to reimbursement from the trust estate for any expenses, including attorney's fees and litigation costs reasonably incurred to defend any claim brought against the Trustee even if the Trustee's defense costs would exhaust the trust's value, unless the Trustee is shown to have acted in bad faith by clear and convincing evidence.

Section 7.14 Benefits Payable to My Trustee

My Trustee may exercise any right to determine the manner and timing of payment (by lump sum or otherwise) of any benefits or assets payable by reason of my death to my Trustee or to any trust created under my Will. This includes, but is not limited to, such benefits under life insurance policies, employee benefit plans, qualified retirement plans or other contracts, plans or arrangements providing for payment or transfer at death to such trust. My Trustee may not be held liable to any beneficiary for the death benefit election selected.

My Trustee is not obligated to undertake litigation for collection of any benefits or assets payable to such trust unless it is indemnified to its satisfaction against any liability and expense of such litigation.

Persons or entities dealing in good faith with my Trustee are not required to see to the proper application of proceeds delivered to my Trustee, or to inquire into any provision of my Will. Payment to my Trustee and the receipt of or release by my Trustee will fully discharge the person or entity making such payment.

Notwithstanding anything in my Will to the contrary, no benefits or assets payable by reason of my death to my Trustee or to any trust created under my Will are subject to the claims against my estate, nor are such benefits to be subject to the control of my Executor nor be included in the property administered as a part of my probate estate.

Section 7.15 Distributions from Qualified Retirement Plans to Trusts

(a) Accumulation Trust Provisions

Except as specifically provided otherwise in this Will, if any other trust created under my Will becomes the beneficiary of death benefits under any qualified retirement plan, my Trustee must withdraw the trust's share of the plan assets in accordance with the provisions of Internal Revenue Code Section 401(a)(9). My Trustee may withdraw additional amounts from the trust's share of the plan as my Trustee deems advisable for the beneficiary's health, education, maintenance, and support. My Trustee may distribute as much of the amounts withdrawn from the trust's share of the plan as my Trustee deems advisable for the beneficiary's health, education, maintenance, and support. My intent is that any such trust will be an

accumulation trust, the beneficiaries of which qualify as designated beneficiaries under Internal Revenue Code Section 401(a)(9).

Upon the death of the Primary Beneficiary of a trust governed by these accumulation trust provisions, my Trustee must withdraw any amounts remaining in the qualified retirement plan in accordance with the provisions of Internal Revenue Code Section 401(a)(9).

(b) Purpose

This Section's purpose is to ensure that my Trustee may withdraw all required distributions within the maximum time period allowed by Internal Revenue Code Section 401(a)(9). This Section is to be interpreted consistent with my intent despite any direction to the contrary in my Will.

Section 7.16 Required Minimum Distribution

In administering any trust created under my Will where life expectancy may be used to calculate the applicable distribution period under Internal Revenue Code Section 401(a)(9), the required minimum distribution for each qualified retirement plan for any year is the greater of (1) the value of the qualified retirement plan determined as of the preceding year-end, divided by the applicable distribution period, and (2) the amount that my Trustee is required to withdraw under the laws then applicable to the trust to avoid penalty.

For purposes of determining the applicable distribution period, the designated beneficiary whose life expectancy must be used shall be determined as provided in Section 401(a)(9) of the Internal Revenue Code and applicable United States Treasury Regulations.

In administering any trust where life expectancy may not be used to determine the applicable distribution period, the required minimum distribution for each qualified retirement plan for any year shall be the amount that my Trustee is required to withdraw under the laws then applicable to the trust under Internal Revenue Code Section 401(a)(9) to avoid penalty.

Life expectancy, applicable distribution period, required minimum distribution, and other similar terms used in this Section, will be determined in accordance with Section 401(a)(9) of the Internal Revenue Code and applicable United States Treasury Regulations.

Section 7.17 Determination of Required Minimum Distributions

I encourage my Trustee to seek the advice of a competent CPA, attorney, investment counselor or manager, or financial advisor and not to rely on the retirement account administrator, Trustee, or custodian to determine the required minimum distributions or any other federal or state tax issues associated with any Retirement Assets payable to a trust created under my Will.

Section 7.18 Distributions from Roth IRAs

Prior to taking any distribution from a qualified retirement plan, my Trustee will first determine the date that any Roth IRA was established, and then determine whether a distribution from that Roth IRA would be a qualified distribution as defined in Internal Revenue Code Section 408A(d)(2) or would be subject to any state or federal penalty taxes. My Trustee shall take all reasonable precautions to ensure that a distribution from any Roth IRA is treated as a qualified distribution and reduce or avoid application of state or federal penalty taxes to the distribution.

Section 7.19 Certificate by Trustee

A written statement of the Trustee of any trust established under my Will at any time as to any facts relative to the trust may always be relied upon and will always be conclusive evidence in favor of any transfer agent and any other person dealing in good faith with the Trustee in reliance upon such statement.

Section 7.20 Funeral and Other Expenses of Beneficiary

Upon the death of an Income Beneficiary of a trust created under my Will, my Trustee may pay the funeral expenses, burial or cremation expenses, enforceable debts and other expenses incurred due to the death of the beneficiary from trust property. This Section only applies to the extent the Income Beneficiary has not exercised any testamentary power of appointment granted to him or her under my Will.

My Trustee may rely upon any request by the personal representative or members of the family of the deceased beneficiary for payment without verifying the validity or the amounts and without being required to see to the application of the amounts so paid. My Trustee may make decisions under this Section without regard to any limitation on payment of expenses imposed by statute or rule of court and may be made without obtaining the approval of any court having jurisdiction over the administration of the deceased beneficiary's estate.

Section 7.21 Trust Accounting

Except to the extent required by law, my Trustee is not required to file accountings in any jurisdiction. Upon the written request of an Income Beneficiary of a trust created under my Will, my Trustee must render an accounting to the Income Beneficiaries of that trust during the accounting period that includes the date of the written request.

The accounting must include the receipts, expenditures, and distributions from the trust for which the accounting is prepared occurring during the accounting period. If a tax return is prepared for a trust during a period for which a trust accounting is made, the Trustee's accounting must include a copy of that tax return. If there is no tax return prepared for the accounting period, the Trustee's accounting must include a balance sheet itemizing the

trust property and my Trustee's reasonable estimation of the value of the assets held in the trust as of the date the accounting is completed.

In the absence of fraud or manifest error, the assent by all Income Beneficiaries to a Trustee's accounting will make the matters disclosed in the accounting binding and conclusive upon all persons, including those living on the date of my Will and those to be born in the future who have, or will in the future have, a vested or contingent interest in the trust property. In the case of an Income Beneficiary who is a minor or who is incapacitated, that beneficiary's natural guardian or legal representative may give the assent required under this Section.

A beneficiary may object to an accounting rendered by my Trustee only if the beneficiary gives written notice to my Trustee within 60 days after my Trustee renders the accounting. Any beneficiary who does not submit a written objection to the accounting is deemed to assent to the accounting.

My Trustee shall make the trust's financial records and documentation available to beneficiaries at reasonable times and upon reasonable notice for inspection by the beneficiaries. My Trustee is not required to furnish any information regarding my trust to anyone other than a beneficiary. My Trustee may exclude any information that my Trustee determines is not directly applicable to the beneficiary receiving the information.

Section 7.22 Authority to Merge or Sever Trusts

My Trustee may merge and consolidate a trust created under my Will with any other trust, if the two trusts contain substantially the same terms for the same beneficiaries and at least one Trustee in common.

My Trustee may administer the merged and consolidated trust as a single trust or unit. If, however, a merger or consolidation does not appear feasible, my Trustee may consolidate the assets of the trusts for purposes of investment and trust administration while retaining separate records and accounts for each respective trust.

My Trustee may sever any trust on a fractional basis into two or more separate and identical trusts or may segregate a specific amount or asset from the trust property by allocation to a separate account or trust. The separate trusts may be funded on a non *pro rata* basis provided that funding is based on the total fair market value of the assets on the date of funding. Income earned on a segregated amount or specific asset after the segregation passes with the amount or asset segregated. My Trustee shall hold and administer each separate trust upon terms and conditions substantially identical to those of the trust from which it was severed.

Subject to the terms of the trust, my Trustee may consider differences in federal tax attributes and other pertinent factors in administering the trust property of any separate account or trust, in making applicable tax elections, and in making distributions. A separate trust created by severance must be treated as a separate trust for all purposes from the date

on which the severance is effective; however, the effective date of severance may be retroactive to a date before the date on which my Trustee exercises the power.

Section 7.23 Authority to Terminate Trusts

If, at any time, my Independent Trustee, in its sole and absolute discretion, determines that a trust created under my Will is no longer economical or is otherwise inadvisable to administer as a trust, or if my Independent Trustee deems it to be in the best interest of my beneficiaries, my Independent Trustee, without further responsibility, may terminate the trust and distribute the trust property, including any undistributed net income, in the following order of priority:

To the beneficiaries then entitled to mandatory distributions of net income of the trust and in the same proportions; and

If none of the beneficiaries are entitled to mandatory distributions of net income, to the beneficiaries then eligible to receive discretionary distributions of net income of the trust, in such amounts and shares as my Independent Trustee may determine.

Section 7.24 Changing the Governing Law and Situs of Administration

My Trustee may, at any time, change the governing law of any trust created under my Will, remove all or any part of the property or the situs of administration of the trust from one jurisdiction to another, or both. My Trustee may elect, by filing an instrument with the trust records, that the trust will thereafter be construed, regulated and governed as to administration by the laws of the new jurisdiction. My Trustee may take action under this Section for any purpose my Trustee deems appropriate, including the minimization of any taxes in respect of the trust or any beneficiary of such trust, and may do so with or without providing notice to any beneficiary.

If necessary, or if deemed advisable by my Trustee, my Trustee shall appoint an Independent Trustee to serve as trustee in the new situs.

If necessary, and if my Trustee does not appoint an Independent Trustee within 30 days of my Trustee's action to change the governing law or situs of the trust, the beneficiaries entitled to receive distributions of net income under the trust may, by majority consent, appoint a corporate fiduciary in the new situs. If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

Article Eight
General Administrative Provisions

The provisions of this Article apply to my probate estate and to any trust created under my Will.

Section 8.01 No Bond, Inventory, Accounting, or Settlement

No Fiduciary is required to furnish any bond, inventory, accounting, or settlement for the faithful performance of the Fiduciary's duties, unless required by a court of competent jurisdiction and only if the court finds that a bond, inventory, accounting, or settlement is needed to protect the interests of the beneficiaries. No surety is required on any bond required by any law or rule of court, unless the court specifies that a surety is necessary.

Section 8.02 Fiduciary Compensation

An individual serving as my Fiduciary is entitled to fair and reasonable compensation for the services rendered as a fiduciary. A corporate Fiduciary is to be compensated by agreement with an individual Fiduciary or, in the absence of an individual Fiduciary or in the absence of an agreement, in accordance with the corporate Fiduciary's published schedule of fees in effect at the time the services are rendered.

My Fiduciary may charge additional fees for services it provides that are not comprised within its duties as my Fiduciary such as fees for legal services, tax return preparation and corporate finance or investment banking services.

In addition to receiving compensation, my Fiduciary may be reimbursed for reasonable costs and expenses incurred in carrying out its duties under my Will.

Section 8.03 Determination of Principal and Income

The Uniform Principal and Income Act will govern beneficiaries' rights among themselves in matters concerning principal and income. If the Uniform Principal and Income Act contains no provision concerning a particular item, my Fiduciary shall determine in a fair, equitable and practical manner what will be credited, charged, and apportioned between principal and income.

Section 8.04 Spendthrift Provision

Neither the income nor the principal of any trust created under my Will may be assigned, anticipated, encumbered, alienated, or otherwise voluntarily transferred in any manner by any beneficiary. In addition, neither the income nor the principal of any trust created under my Will is subject to attachment, bankruptcy proceedings or any other legal process, to the

interference or control of creditors or others, or otherwise subject to any involuntary transfer.

This section does not restrict a beneficiary's right to disclaim any interest or the exercise of any power of appointment granted in my Will or under the terms of any trust created under my Will.

Section 8.05 Distributions to Incapacitated Persons and Persons Under Eighteen Years of Age

If my Fiduciary is directed to distribute any share of my probate estate or trust principal to a beneficiary who is under the age of 18 years or is in the opinion of my Fiduciary, under any form of incapacity that renders the beneficiary unable to administer distributions properly when the distribution is to be made, and if no other trust is then to be held under my Will for the beneficiary's primary benefit, my Fiduciary may, as Trustee, in my Fiduciary's discretion, continue to hold the beneficiary's share as a separate trust until the beneficiary reaches the age of 18 or overcomes the incapacity. When the beneficiary reaches the age of 18 or overcomes the incapacity, my Fiduciary shall distribute the beneficiary's trust to him or her, outright free of trust.

While any trust is being held under this Section, my Independent Trustee may pay to the beneficiary for whom the trust is held such amounts of the net income and principal as the Trustee determines to be necessary or advisable for any purpose. If there is no Independent Trustee, my Trustee shall pay to the beneficiary for whom the trust is held such amounts of the net income and principal as the fiduciary determines to be necessary or advisable for the beneficiary's health, education, maintenance, and support.

Upon the death of the beneficiary, my Trustee shall distribute any remaining property in the trust, including any accrued and undistributed income, to such persons as such beneficiary appoints by his or her Will. This general power may be exercised in favor of persons or entities, the beneficiary's estate, the beneficiary's creditors, or the creditors of the beneficiary's estate. To the extent this general power of appointment is not exercised, on the death of the beneficiary, the trust property is to be distributed to the beneficiary's then living descendants, *per stirpes*, or, if none, *per stirpes* to the living descendants of the beneficiary's nearest lineal ancestor who was a descendant of mine, or if no such descendant is then living, to my then living descendants, *per stirpes*. If I have no then living descendants the property is to be distributed under the provisions of Article Five entitled "Remote Contingent Distribution."

Notwithstanding any other provision of my Will if any part of trust property becomes distributable outright, or if a distribution is required to be made, to a person when that person is receiving or applying for needs-based government benefits, my Trustee shall distribute or retain the trust property as described in Section 8.06.

Section 8.06 Special Needs Trust

If under any provision of this trust my Trustee is directed to distribute to or for the benefit of any beneficiary when that person is receiving or applying for needs-based government benefits, my Trustee shall retain and administer the trust property as follows:

(a) Distributions for Special Needs

In its sole, absolute, and unreviewable discretion, my Trustee may distribute discretionary amounts of net income and principal for special needs of the beneficiary not otherwise provided by governmental financial assistance and benefits, or by the providers of services.

Special needs refers to the basic requirements for maintaining the good health, safety, and welfare when, in the discretion of my Trustee, these basic requirements are not being provided by any public agency, office, or department of any state or of the United States.

Special needs will also include medical and dental expenses; annual independent checkups; clothing and equipment; programs of training, education, treatment, and rehabilitation; private residential care; transportation, including vehicle purchases; maintenance; insurance; and essential dietary needs. *Special needs* may include spending money; additional food; clothing; electronic equipment such as radio, recording and playback, television and computer equipment; camping; vacations; athletic contests; movies; trips; and money to purchase appropriate gifts for relatives and friends.

My Trustee will have no obligation to expend trust assets for these needs. But if my Trustee, in its sole, absolute and unreviewable discretion, decides to expend trust assets, under no circumstances should any amounts be paid to or reimbursed to the federal government, any state, or any governmental agency for any purpose, including for the care, support, and maintenance of the beneficiary.

(b) Objective to Promote Independence of the Beneficiary

While actions are in my Trustee's sole, absolute, and unreviewable discretion, all parties to this trust should be mindful that my wish is that the beneficiary live as independently, productively, and happily as possible.

(c) Trust Assets Not to be Considered Available Resource to the Beneficiary

The purpose of the provisions of this Section 8.06 is to supplement any benefits received, or for which the beneficiary may be eligible, from various governmental assistance programs, and not to supplant any benefits of this kind. All actions of my Trustee shall be directed toward carrying out this

intent, and my Trustee's discretion granted under this instrument to carry out this intent is sole, absolute, and unreviewable.

For purposes of determining the beneficiary's eligibility for any of these benefits, no part of the trust estate's principal or undistributed income will be considered available to the beneficiary for public benefit purposes. The beneficiary must not be considered to have access to the trust's principal or income, or to have ownership, right, authority, or power to convert any asset into cash for his or her own use.

My Trustee shall hold, administer, and distribute all property allocated to this trust for the exclusive benefit of the beneficiary during his or her lifetime. All distributions from this trust share are in the sole, absolute, and unreviewable discretion of my Trustee, and the beneficiary is legally restricted from demanding trust assets for his or her support and maintenance.

In the event my Trustee is requested to release principal or income of the trust to or on behalf of the beneficiary to pay for equipment, medication, or services that any government agency is authorized to provide, or to petition a court or any other administrative agency for the release of trust principal or income for this purpose, my Trustee is authorized to deny this request and to take whatever administrative or judicial steps are necessary to continue the beneficiary's eligibility for benefits. This includes obtaining legal advice about the beneficiary's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to the beneficiary for eligibility purposes. Any expenses incurred by my Trustee in this regard, including reasonable attorney fees, will be a proper charge to the trust estate.

(d) Distribution Guidelines

My Trustee shall be responsible for determining what discretionary distributions will be made from this trust. My Trustee may distribute discretionary amounts of income and principal to or for the benefit of the beneficiary for those special needs not otherwise provided by governmental financial assistance and benefits, or by the providers of services. Any undistributed income will be added to principal. In making distributions, my Trustee must:

> consider any other known income or resources of the beneficiary that are reasonably available;
>
> consider all entitlement benefits from any government agency, including Social Security disability payments, Medicare, Medicaid (or any state Medicaid program equivalent), Supplemental Security Income (SSI), In-Home

Support Service (IHSS), and any other special purpose benefits for which the beneficiary is eligible;

consider resource and income limitations of any assistance program;

make expenditures so that the beneficiary's standard of living will be comfortable and enjoyable;

not be obligated or compelled to make specific payments;

not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by this governmental agency or reimbursement is required by the state; and

not be liable for any loss of benefits.

(e) No Seeking of Order to Distribute

For purposes of determining the beneficiary's state Medicaid program equivalent eligibility, no part of the trust estate's principal or undistributed income may be considered available to the beneficiary. My Trustee shall deny any request by the beneficiary to:

release trust principal or income to or on behalf of the beneficiary to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or

petition a court or any other administrative agency for the release of trust principal or income for this purpose.

In its sole, absolute, and unreviewable discretion, my Trustee may take necessary administrative or legal steps to protect the beneficiary's state Medicaid program equivalent eligibility. This includes obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to the beneficiary for purposes of determining state Medicaid program equivalent eligibility. Expenses for this action, including reasonable attorney fees, will be a proper charge to the trust estate.

(f) Indemnification of Trustee When Acting in Good Faith

My Trustee will be indemnified from the trust property for any loss or reduction of public benefits sustained by the beneficiary as a result of my Trustee exercising the authority granted to my Trustee under this Section in good faith.

(g) Termination and Distribution of the Special Needs Trust

If my Trustee, in its sole, absolute, and unreviewable discretion, determines that the beneficiary is no longer dependent on others and is able to independently support himself or herself, my Trustee shall distribute or retain the remaining property according to the other provisions of this trust as though the provisions of this Section 8.06 had not been effective.

If the other provisions of this trust do not provide for the remaining property's distribution or retention, then my Trustee shall distribute the remaining property to the beneficiary outright and free of trust.

Independently support is satisfied when the beneficiary has been gainfully employed for 33 months of the 36-month period immediately preceding the decision to terminate the trust share.

The terms *gainful employment* and *gainfully employed* mean the full-time employment that produces sufficient net income to enable the beneficiary to contribute not less than 100% of the funds (exclusive of other revenue sources) that are necessary to provide for the beneficiary's independent care, support, maintenance, and education. In its sole, absolute, and unreviewable discretion, my Trustee shall determine whether or not the beneficiary has satisfied the condition of gainful employment.

(h) Distribution upon the Death of the Beneficiary

Upon the beneficiary's death, my Trustee shall distribute or retain the remaining property according to the other provisions of this trust as though the provisions of this Section 8.06 had not been effective. If the other provisions of this trust provide for the beneficiary's share to be held in trust, then those provisions will be interpreted as though the beneficiary died after the establishment of that trust.

If the other provisions of this trust do not provide for the distribution or retention of the remaining property, then the beneficiary will have the testamentary limited power to appoint all or any portion of the principal and undistributed income remaining in the beneficiary's trust at his or her death among one or more individuals. But the beneficiary may not exercise this limited power of appointment to appoint to himself or herself, his or her estate, his or her creditors or the creditors of his or her estate.

I intend to create a limited power of appointment and not a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of the beneficiary's trust is not effectively appointed, my Trustee shall distribute the remaining unappointed balance *per stirpes* to the beneficiary's descendants. If the beneficiary has no then-living descendants, my Trustee shall distribute the unappointed balance *per stirpes* to the then-

living descendants of the beneficiary's nearest lineal ancestor who was a descendant of mine or, if there is no then-living descendant, *per stirpes* to my descendants.

If I have no then-living descendants, my Trustee shall distribute the balance of the trust property as provided in Article Five.

Section 8.07 Representative of a Beneficiary

The guardian of the person of a beneficiary may act for such beneficiary for all purposes under my Will or may receive information on behalf of such beneficiary.

Section 8.08 Distributions to Beneficiaries

Whenever my Will authorizes or directs my Fiduciary to make a distribution of net income or principal to a beneficiary, my Fiduciary may apply for the benefit of the beneficiary any property that otherwise could be distributed directly to the beneficiary. My Fiduciary does not have a responsibility to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by my Will.

My Fiduciary may make distributions in cash or in kind, or partly in each, in proportions and at values determined by my Fiduciary. My Fiduciary may allocate undivided interests in specific assets to a beneficiary or trust in any proportion or manner that my Fiduciary determines, even though the property allocated to one beneficiary may be different from that allocated to another beneficiary.

My Fiduciary may make these determinations without regard to the income tax attributes of the property and without the consent of any beneficiary.

Article Nine
Powers of My Fiduciaries

Section 9.01 Grant of Powers

My Fiduciaries may perform every act reasonably necessary to administer my estate and any trust established under my Will. Specifically, my Fiduciaries may exercise the following powers:

(a) Real and Personal Property

My Fiduciaries may hold, retain, invest, reinvest, and manage real or personal property—including interests in any form of business entity such as limited partnerships and limited liability companies and policies of life,

health, and disability insurance—without diversification as to kind, amount, or risk of nonproductivity and without limitation by statute or rule of law.

(b) Assets, Contracts, and Distributions

My Fiduciaries may:

partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, or abandon assets;

borrow, loan, and enter into other contracts; and

make cash, in-kind, or combination distributions at fair market value on the date of distribution, without requiring *pro rata* distribution of specific assets and without requiring *pro rata* allocation of the tax bases of the assets.

(c) Business Operations

My Fiduciaries may hold in nominee form, continue businesses, carry out agreements, and deal with themselves, other Fiduciaries, and business organizations in which my Fiduciaries may have an interest.

(d) Reserves, Powers, and Claims

My Fiduciaries may establish reserves; release powers; and abandon, settle or, contest claims.

(e) Professionals, Agents, and Assistants

My Fiduciaries may employ attorneys, accountants, custodians of the trust assets, and other agents or assistants as they determine advisable. Further, my Fiduciaries may employ these professionals, agents, and assistants to act with or without discretionary powers and compensate them and pay their expenses from income, from principal, or from both income and principal.

Section 9.02 Fiduciaries' Powers Act

In addition to all of the above powers, my Fiduciaries may, without prior authority from any court, exercise all powers conferred by my Will or by common law or by T.C.A. Section 35-50-110 or other statute of the State of Tennessee or any other jurisdiction whose law applies to my Will. My Fiduciary has absolute discretion in exercising these powers. Except as specifically limited by my Will, these powers extend to all property held by my fiduciaries until the actual distribution of the property.

Section 9.03 Alternative Distribution Methods

My Fiduciary may make any payment provided for under my Will or under the terms of any trust established under my Will as follows:

Directly to the beneficiary;

In any form allowed by applicable state law for gifts or transfers to minors or persons under a disability;

To the beneficiary's guardian, conservator, agent under a durable power of attorney or caregiver for the benefit of the beneficiary; or

By direct payment of the beneficiary's expenses, made in a manner consistent with the proper exercise of the fiduciary's duties hereunder. A receipt by the recipient for any such distribution fully discharges my Fiduciary.

Section 9.04 Limitation on My Trustee's Powers

All powers granted to my Trustee under my Will or by applicable law are limited as set forth in this Section, unless explicitly excepted by reference to this Section.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal, or the termination of the trust to or for the benefit of a beneficiary, to the extent that the exercise of such discretion is other than for the health, education, maintenance, or support of a beneficiary as described under Sections 2041 and 2514 of the Internal Revenue Code.

(b) No Distributions in Discharge of Certain Legal Obligation

My Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of my Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove the Trustee, including that person's obligation of support.

(c) Insurance Policy on the Life of My Trustee

If any trust created under my Will holds a policy that insures the life of my Trustee, my Trustee may not exercise any powers or rights with respect to the policy. A Co-Trustee serving under the trust created under my Will may exercise the powers and rights with respect to the policy.

If the insured Trustee is the only Trustee, then an Independent Special Trustee designated under Section 7.09 may exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current mandatory and discretionary Income Beneficiaries (excluding the insured Trustee if he or she is a beneficiary) may select the Independent Special Trustee.

(d) Insurance Policy on a Beneficiary's Life

If any trust created under my Will holds a policy that insures the life of a beneficiary, the beneficiary (acting individually or as Trustee) will have no power over the policy, the cash value of the policy, or the proceeds of the policy. The intent of this denial of power is to prevent an insured beneficiary from having a power that would constitute an incident of ownership of the policy.

In addition, no distribution of income or principal to the insured beneficiary may be satisfied out of the proceeds of the policy, the cash value of the policy or any other economic benefit of the policy.

The limitations of this subsection does not apply if the proceeds of the policy would, upon the death of the beneficiary, otherwise be included in the gross estate of the beneficiary for federal estate tax purposes.

Article Ten
Provisions for Payment of Taxes

Section 10.01 No Apportionment

Except as otherwise provided in this Article or elsewhere in my will, my Executor shall provide for payment of all estate, inheritance and succession taxes payable by reason of my death ("death taxes") from my residuary estate as an administrative expense without apportionment and will not seek contribution toward or recovery of any death tax payments from any individual.

For the purposes of this Article, however, the term "death taxes" does not include any additional estate tax imposed by Section 2031(c)(5)(C) or Section 2032A(c) of the Internal Revenue Code or any other comparable taxes imposed by any other taxing authority. Nor does the term include any generation-skipping transfer tax, other than a direct skip.

Section 10.02 Protection of Exempt Property

Death taxes are not to be allocated to or paid from any assets that are not included in my gross estate for federal estate tax purposes. In addition, to the extent practicable, my Executor should not pay any death taxes from assets that are exempt for generation-skipping transfer tax purposes.

Section 10.03 Protection of the Charitable Deduction

Death taxes are not to be allocated to or paid from any assets passing to any organization that qualifies for the federal estate tax charitable deduction, or from any assets passing to a split-interest charitable trust, unless my Executor has first used all other assets available to my Executor to pay the taxes.

Section 10.04 Property Passing Outside of My Will

Death taxes imposed with respect to property included in my gross estate for purposes of computing the tax and passing other than by my Will are to be apportioned among the persons and entities benefited in the proportion that the taxable value of the property or interest bears to the total taxable value of the property and interests received by all persons benefited. The values to be used for the apportionment are the values as finally determined under federal, state, or local law as the case may be. To the extent practicable, my Executor shall deduct the death taxes from the property distributable under my Will, and must recover the allocable share of death taxes from the beneficiaries of property passing other than under my Will, unless my Executor determines that the cost of recovery is greater than warranted. If death taxes are not collected from the beneficiaries of property passing other than under my Will, my Executor shall provide for payment of this unrecovered amount from my residuary estate as an administrative expense without apportionment.

Section 10.05 No Apportionment Between Current and Future Interests

No interest in income and no estate for years or for life or other temporary interest in any property or trust is to be subject to apportionment as between the temporary interest and the remainder. The tax on the temporary interest and the tax, if any, on the remainder are chargeable against the corpus of the property or trust subject to the temporary interest and remainder.

Section 10.06 Restrictions on Certain Payments from Qualified Retirement Plans

Qualified retirement benefits may not be used or applied on or after the designation date for payment of my debts, taxes, expenses of administration or other claims against my estate or for payment of estate, inheritance or similar transfer taxes due on account of my death, other than those directly attributable to and the legal obligation of a particular qualified retirement plan. This Section does not apply to any bequest or expense that is specifically directed to be funded with qualified retirement benefits.

Section 10.07 Tax Elections

In exercising any permitted elections regarding taxes, my fiduciaries may make any decisions that they deem to be appropriate in any circumstances, and my fiduciaries are not required to make any compensatory adjustment as a consequence of any election. My Executor may also pay taxes or interest and deal with any tax refunds, interest, or credits as my Executor deems to be necessary or advisable in the interest of my estate.

Article Eleven
Definitions and General Provisions

Section 11.01 Burial instructions

I wish that my remains be buried in accordance with any known instructions left by me, whether in writing or orally given to any family member. If I have failed to leave instructions regarding the burial of my remains, I wish that my remains be buried as my Executor sees fit.

Section 11.02 Definitions

For purposes of my Will and for the purposes of any trust established under my Will, the following definitions apply:

(a) Accumulation Trust

The term "accumulation trust" means any see-through trust that is not a conduit trust.

(b) Adopted and Afterborn Persons

A legally adopted person in any generation and his or her descendants, including adopted descendants, will have the same rights and will be treated in the same manner under my Will as natural children of the adopting parent, provided the person is legally adopted before attaining the age of 18

years. A person will be deemed to be legally adopted if the adoption was legal in the jurisdiction in which it occurred at the time that it occurred.

A fetus "in utero" that is later born alive will be considered a person in being during the period of gestation.

(c) Conduit Trust

The term "conduit trust" means a see-through trust, the terms of which provide that, with respect to the deceased Testator's interest in the qualified retirement plan, all distributions will, upon receipt by the trustee, be paid directly to, or for the benefit of, specified beneficiaries.

(d) Descendants

The term "descendants" means any one or more person who follows in direct descent (as opposed to collateral descent) from a person, such as a person's children, grandchildren, or other descended individuals of any generation.

(e) Designation Date

The term "designation date" means September 30 of the calendar year following the year of my death, or another date established by Treasury Regulations or other tax law authority as the final date for determining whether a trust created under my Will meets the requirements for the trust beneficiaries to be treated as having been designated as beneficiaries under Internal Revenue Code Section 401(a)(9).

(f) Education

The term "education" is intended to be an ascertainable standard in accordance with Section 2041 and Section 2514 of the Internal Revenue Code. The definition includes, but is not limited to:

> Enrollment at private elementary, junior, and senior high school, including boarding school;
>
> Undergraduate and graduate study in any field at a college or university;
>
> Specialized, vocational, or professional training or instruction at any institution, including private instruction; and
>
> Any other curriculum or activity that my Trustee deems to be useful for developing the abilities and interests of a

beneficiary including, without limitation, athletic training, musical instruction, theatrical training, the arts, and travel.

The term "education" also includes distributions made by my Trustee for expenses such as tuition, room and board, fees, books and supplies, tutoring and transportation, and a reasonable allowance for living expenses.

(g) Fiduciary

"Fiduciary" or "Fiduciaries" refer to my Executor and my Trustee, or if they are different persons, either of them, as the context requires. My "Executor" includes any executor, ancillary executor, administrator, or ancillary administrator, whether local or foreign, and whether of all or part of my estate, multiple Executors, and their successors.

Except as otherwise provided in this Last Will and Testament, a fiduciary has no liability to any party for action (or inaction) taken in good faith.

(h) Good Faith

For the purposes of this Last Will and Testament, a fiduciary has acted in "good faith" if (i) its action or inaction is not a result of intentional wrongdoing, (ii) the fiduciary did not make the decision with reckless indifference to the interests of the beneficiaries, and (iii) its action or inaction does not result in an improper personal pecuniary benefit to the fiduciary.

(i) Incapacity

Except as otherwise provided in my Will, a person is deemed to be incapacitated in any of the following circumstances.

(1) The Opinion of Two Licensed Physicians

An individual is deemed to be incapacitated whenever, in the "opinion of two licensed physicians", the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause. If an individual whose capacity is in question refuses to provide necessary documentation or otherwise submit to examination by licensed physicians, that individual will be considered incapacitated.

An individual is deemed to be restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual is deemed to be incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent or legally incapacitated.

(3) Detention, Disappearance or Absence

An individual is deemed to be incapacitated whenever he or she cannot effectively manage his or her property or financial affairs due to the individual's unexplained disappearance or absence for more than 30 days, or whenever he or she is detained under duress.

An individual's disappearance, absence or detention under duress may be established by an affidavit of any fiduciary. The affidavit must describe the circumstances of an individual's detention under duress, disappearance, or absence and may be relied upon by any third party dealing in good faith with my fiduciary in reliance upon the affidavit.

An individual's disappearance, absence, or detention under duress may be established by an affidavit of my Executor.

(j) Income Beneficiary

The term "Income Beneficiary" means any beneficiary who is then entitled to receive distributions of the net income of the trust, whether mandatory or discretionary.

Unless otherwise provided in my Will, the phrase "majority of the Income Beneficiaries" means any combination of Income Beneficiaries who, if all accrued net income were distributed on the day of a vote by the beneficiaries, would receive more than 50% of the accrued net income. For purposes of this calculation, beneficiaries who are eligible to receive discretionary distributions of net income shall be deemed to receive the income in equal shares.

References to a "majority" refer to a majority of the entire trust collectively until my Trustee allocates property to separate trusts or trust shares. After the allocation of property to separate trusts or trust shares, references to a "majority" refer to a majority of each separate trust or trust share.

(k) Independent Trustee

The term "Independent Trustee" means any Trustee who is not an Interested Trustee as defined in subsection (l) and includes an Independent Special Trustee appointed under the provisions of Section 7.09. Whenever a power

or discretion is granted exclusively to my Independent Trustee then any Interested Trustee who is then serving as my Trustee is prohibited from participating in the exercise of the power or discretion. If there is no Independent Trustee serving, then an Independent Special Trustee may be appointed under the provisions of Section 7.09 to exercise the power or discretion that is exercisable only by my Independent Trustee.

(l) Interested Trustee

The term "Interested Trustee" means a Trustee who (1) is a transferor or beneficiary; (2) is related or subordinate to a transferor or beneficiary; (3) can be removed and replaced by a transferor with either the transferor or a party who is related or subordinate to the transferor; or (4) can be removed and replaced by a beneficiary with either the beneficiary or a party who is related or subordinate to the beneficiary.

For purposes of this subsection, (1) "transferor" means a person who transferred property to the trust, including a person whose disclaimer resulted in property passing to the trust; (2) "beneficiary" means a person who is or in the future may be eligible to receive income or principal from the trust pursuant to the terms of the trust, even if such person has only a remote contingent remainder interest in the trust, but not if the person's only interest is as a potential appointee under a power of appointment; and (3) "related or subordinate" means related or subordinate within the meaning of Section 672(c) of the Internal Revenue Code.

Whenever this agreement specifically prohibits an Interested Trustee from exercising discretion or performing an act or specifically limits discretion or the performance of an act to an Independent Trustee, then any Interested Trustee serving as my Trustee is prohibited from participating in the exercise of that discretion or performance of that act. If there is no Trustee serving that is not an Interested Trustee, then an Independent Special Trustee may be appointed under the provisions of Section 7.09 to exercise the discretion or perform the act.

(m) Internal Revenue Code

References to the "Internal Revenue Code" or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and the corresponding Treasury Regulations, if any. References to the "Treasury Regulations," are to the Treasury Regulations under the Internal Revenue Code in effect from time to time. If a particular provision of the Internal Revenue Code is renumbered, or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference will be deemed to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as

expressed in my Will. The same rule applies to references to the Treasury Regulations.

(n) Legal Representative

As used in my Will, the term "legal representative" means a person's guardian, conservator, personal representative, executor, administrator, Trustee, or any other person or entity personally representing a person or the person's estate.

(o) Per Stirpes

Whenever a distribution is to be made to a person's descendants "per stirpes", the distribution will be divided into as many equal shares as there are then-living children of that person and deceased children of that person who left then-living descendants. Each then-living child will receive one share and the share of each deceased child will be divided among the deceased child's then-living descendants in the same manner.

(p) Primary Beneficiary

The "Primary Beneficiary" of a trust created under this Will is the oldest Income Beneficiary of that trust unless some other individual is specifically designated as the Primary Beneficiary of that separate trust.

(q) See-Through Trust

The term "see-through trust" means a trust that is designated as the beneficiary of a Testator under a qualified retirement plan and meets certain requirements of the Treasury Regulations, the effect of which is that certain beneficiaries of the trust that are not disregarded are treated as having been designated as beneficiaries of the Testator under the qualified retirement plan.

(r) Shall and May

Unless otherwise specifically provided in my Will or by the context in which used, I use the word "shall" in my Will to command, direct or require, and the word "may" to allow or permit, but not require. In the context of my Trustee, when I use the word "may" I intend that my Trustee may act in its sole and absolute discretion unless otherwise stated in my Will.

(s) Trust

The term "trust," refers to any trusts created under the terms of my Will.

(t) Trustee

The term "my Trustee" refers to any person or entity that is from time to time acting as the Trustee and includes each Trustee individually, multiple Trustees, and their successors.

(u) Trust Property

The term "trust property" means all property held by a Trustee under my Will, including all property that my Trustee may acquire from any source.

(v) Other Definitions

Except as otherwise provided in my Will, terms shall be as defined in T.C.A. Titles 30, 31 and 32 as amended after the date of my Will and after my death.

Section 11.03 Survivorship Presumption

If any beneficiary is living at my death, but dies within 30 days thereafter, then the beneficiary will be deemed to have predeceased me for all purposes of my Will.

Section 11.04 Anti-Lapse Statutes

No "anti-lapse" statute of Tennessee or any other jurisdiction, whether existing now or enacted later, will be applied in construing any provision of my Will.

Section 11.05 General Provisions

The following general provisions and rules of construction apply to my Will:

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word "or" when used in a list of more than two items may function as both a conjunction and a disjunction as the context requires or permits.

(b) Headings of Articles, Sections, and Subsections

The "headings of Articles, Sections, and subsections" used within my Will are included solely for the convenience and reference of the reader. They have no significance in the interpretation or construction of my Will.

(c) Governing State Law

My Will shall be governed, construed and administered according to the laws of Tennessee as from time to time amended. Questions of administration of any trust established under my Will are to be determined by the laws of the situs of administration of that trust.

(d) Notices

Unless otherwise stated, whenever my Will calls for notice, the notice will be in writing and will be personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice. Notice will be effective on the date personally delivered or on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If notice is required to be given to a minor or incapacitated individual, notice will be given to the parent or legal representative of the minor or incapacitated individual.

(e) Severability

The invalidity or unenforceability of any provision of my Will does not affect the validity or enforceability of any other provision of my Will. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of my Will are to be interpreted and construed as if any invalid provision had never been included in my Will.

I signed this will on the 5 day of Oct, 2022.

Irene Upchurch

IRENE UPCHURCH

On the date last above written, we saw IRENE UPCHURCH, in our presence, sign the foregoing instrument at its end. She then declared it to be her will and requested us to act as witnesses to it. We then, in her presence and in the presence of each other, signed our names as attesting witnesses, believing her at all times herein mentioned to be of sound mind and memory and not acting under constraint of any kind.

John Forrest Kelly, Witness
1503 16th Avenue South
Nashville, Tennessee 37212

Sarah Remson, Witness
1503 16th Avenue South
Nashville, Tennessee 37212

AFFIDAVIT OF WITNESSES TO PROVE WILL

Personally appeared before me, the undersigned Notary Public, John Forrest Kelly and Sarah Remson, who each being separately and duly sworn, each for himself/herself on his/her oath or affirmation disposes and says:

1. That I am the witness whose name is signed to the Last Will and Testament of IRENE UPCHURCH;

2. That IRENE UPCHURCH, the testator, in the presence of each us, signed the Will willingly after declaring it be her Last Will;

3. That we, as witnesses, signed and witnessed the Will in the presence of the testator and in the presence of each other;

4. That each of us believes that the testator was of sound mind and memory and under no constraint or undue influence whatsoever when she signed her Will; and

5. That we, as witnesses, and the testator are each at least eighteen (18) years of age.

Witness

Witness

State of Tennessee

County of Davidson

Subscribed and sworn to before me this 5th day of October, 2022.

Notary Public

My Commission Expires: September 8, 2025

ERIN WALTER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY