STATE OF TENNESSEE

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Karen Johnson
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Davidson County
WILL
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IN RE: ***CLAYTON REEVE***

Docket No: ***16P495***

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 31, 2016 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 3, 2026.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: _____
Deputy Clerk

FILED
MAR 31 2016
RICHARD H. ROOKER, Clerk
By _____ Deputy

LAST WILL AND TESTAMENT
OF
CLAYTON REEVE

I, CLAYTON REEVE, 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, hereby revoking all Wills and Codicils heretofore made by me.

The name of my spouse is GAIL REEVE. All references to my spouse in this document are to her.

The name of my child is JONATHAN REEVE. All references to my child in this document are to this child.

The name of my grandchild is GRAEME REEVE. All references to my grandchild in this document are to this grandchild.

ARTICLE I.
Appointment of Executor

I nominate and appoint my spouse, GAIL REEVE, to serve as Executor of this my Last Will and Testament, without bond. In the event my spouse fails or ceases to serve, then I nominate and appoint my son JONATHAN REEVE to serve as Executor, without bond. 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.

ARTICLE II.
Waiver of Requirement of Inventory and Accountings

I hereby expressly excuse my Executor from filing any inventory, interim accountings, and final accounting which might otherwise be required pursuant to applicable law, unless such reports are specifically requested by any beneficiary of my residuary estate. I understand that this does not excuse the filing of an annual status report.

ARTICLE III.
Appointment of Trustee

I nominate and appoint DELORES SCHROEDER to serve as testamentary Trustee of any trusts herein created, without bond. In the event she fails or ceases to serve, then I nominate and appoint CHARMI SCHROEDER to serve as Trustee, without bond. In the event she fails or ceases to serve, then she will name a bank or trust company as Trustee. Whenever the term "Trustee" is used herein, it shall be deemed to apply to the party or parties acting, and any reference to such party or parties in one gender shall be deemed to mean the proper gender.

ARTICLE IV.
Ancillary Administration

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 V.
Administration of Real Property

I give to my Executor all real property which I may own at the time of my death and direct my Executor to hold, administer and distribute my real property as a part of my probate estate, as authorized by Tenn. Code Ann. § 31-2-103(a). It is my intention that my Executor 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.

ARTICLE VI.
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 be paid as soon as may be convenient after my death, except that any debt secured by a mortgage, pledge, or similar encumbrance on property owned by me at the time of my death may be retained in the discretion of my Executor and such property shall pass subject to such mortgage, pledge, or similar encumbrance. I further direct that all transfer, estate, inheritance and other death taxes which 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 my residuary estate; and, more specifically, if my spouse survives me, then out of that portion of my residuary estate allocated to the Family Share established herein, in either case without apportionment and with no right of reimbursement from any recipient or beneficiary of any such property (except as otherwise specifically provided hereinbelow).

In addition, to the maximum extent permitted by law, my Executor shall seek reimbursement for, recovery of, or contribution toward the payment of estate taxes attributable to property in which I have a qualifying income interest for life, over which I have a power of appointment, or which is included in my gross estate under Code Sections 2036 or 2038, and which taxes are not otherwise paid or payable.

Any exemption or deduction permitted for property passing to my spouse shall inure to the benefit of my spouse.

The direction to pay federal estate taxes as set forth above shall not be deemed to include the following taxes imposed by the following portions of the Code, nor interest or penalties related thereto, including interest elected to be paid under Code Section 1016(c) [interest payable upon the additional estate tax resulting from a disposition of property taxable under Code Section 2032A(c), if adjustment of the basis of such property is elected], to wit: the generation-skipping transfer tax (which shall be charged to the property constituting the transfer generating such tax in the manner provided by applicable law), the additional estate tax imposed by Code Section 2032A(c) or any similar provisions.

I authorize 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 VII.
Executor's Authority to Make Tax Elections

My Executor may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

A. Deduction of Administration Expenses. The authority granted my Executor in this Article shall include the right to elect whether all or any parts of the administration expenses of my estate are to be used as estate tax deductions or income tax deductions. Upon my death, any administration expenses claimed as income tax deductions may be charged against the Family Share or the Marital Share, in my Executor's discretion. No compensating adjustments need be made between income and principal as a result of such elections unless my Executor, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

B. Deferment of Estate Taxes. The authority granted my Executor in this Article shall include the right to elect to defer payment of all or a part of my estate taxes, pursuant to any law permitting deferral, and to enter into any agreement necessary to defer payment of estate taxes even if doing so extends the statute of limitations and regardless of whether sufficient funds are available to pay the estate taxes when due.

C. Special Use Valuation. The authority granted to my Executor in this Article shall include the right to elect to value qualified real property at its value based upon actual use rather than its fair market value and to enter into any agreement necessary to make such election as permitted under the Internal Revenue Code and its regulations.

ARTICLE VIII.
Disposition of Tangible Personal Property

I hereby bequeath the sum of Twenty Thousand Dollars ($20,000.00) to my sister Delores Schroeder, if she is living at the time of my death, but if she has predeceased me then to

her husband Gordon Schroeder, but if he has predeceased me as well this bequest shall lapse and be of no force and effect.

With the exception of the specific bequest above, all furniture, household furnishings, automobiles, personal effects and all other items of tangible personal property which I own at the time of my death I give to my spouse, GAIL REEVE, if my spouse survives me, but if my spouse does not survive me, then I give such property to my child, or if my child does not survive me, to the then living descendants of my child, per stirpes.

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. To the extent that my beneficiaries 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 shall be binding on all beneficiaries.

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, storing, delivering, and distributing the tangible personal property, and such expenses shall be deemed to be a proper part of the expenses of administering my estate.

I may leave a memorandum stating my wishes with respect to the disposition of certain items of tangible personal property. Such memorandum, however, will be simply an expression of my wishes and shall not create any trust or obligation, nor shall it be offered for probate as a part of this Will. I hope that the recipient or recipients of my tangible personal property will dispose of the same in accordance with my wishes, however made known, but I impose no legal or equitable obligation in this regard.

ARTICLE IX.
Division of Residuary Estate Into Marital and Family Shares If My Spouse Survives Me

If my spouse survives me, all of my property, real, personal and mixed, of whatever kind and character and wherever situated, shall be divided into two separate shares, which are designated as the Marital Share and the Family Share. Said trust property shall be allocated between those shares in the following manner:

A. Creation of the Family Share. My Executor shall allocate to the Family Share all assets available for distribution that would not qualify for the federal estate tax marital deduction if allocated to the Marital Share, plus the largest pecuniary amount, if any, that will not thereby increase federal estate taxes payable by reason of my death. In determining the pecuniary amount, my Executor shall consider the credit or deduction for

state death taxes allowable to my estate only to the extent those taxes are not thereby incurred or increased, shall assume that none of the Family Trust qualifies for a federal estate tax marital deduction, and shall assume that all of the Marital Share hereafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax and state inheritance tax marital deduction. In making the computations to determine this amount, the final determination in the federal estate tax proceedings shall control. The Family Share shall be distributed pursuant to Article XI.

B. Creation of the Marital Share. My Executor shall allocate the residue of my estate to the Marital Share. My Executor shall distribute the Marital Share directly to my spouse.

C. Allocation of Property Between Shares. There shall be allocated to the Marital Share only assets that qualify for the marital deduction. To the extent that there are insufficient assets qualifying for the marital deduction to fully fund the Marital Share, the amount of the funding to the Marital Share shall be reduced accordingly. In allocating amounts received from tax-favored retirement plans which become payable to my Executor or Trustee as a result of my death, the Trustee shall, to the maximum extent possible, allocate any such amounts to the Marital Share. A "tax-favored retirement plan" means a retirement plan qualified under Code Section 401(a), annuities described in Code Section 403(a) or (b), individual retirement arrangements described in Code Section 408, and similar plans, accounts and arrangements.

D. If My Spouse Does Not Survive Me. Notwithstanding the foregoing, if my spouse does not survive me, all of the trust property shall be held, administered and distributed as provided in provisions of this Will that follow.

ARTICLE X.
Disposition of Family Share

A. Division of Family Share. The Family Share shall be divided between as many state QTIP Trust Shares as there are states in which I own property and a Residuary Marital Share, as follows: The Executor shall allocate to each QTIP Trust Share the greater of: (i) the largest amount that will not result in the payment of federal estate tax if a federal QTIP election is not made with respect to such share; or (ii) the largest amount that will not result in the payment of state inheritance or estate tax if a state QTIP election is made with respect to such share. My Executor shall distribute each state QTIP Trust Share to a state QTIP Trust which shall be held, administered and distributed as provided in Article XIII. The Residuary Family Share shall consist of the balance, if any, of the property passing to the Family Share. The Trustee shall distribute the Residuary Family Share to the Residuary Trust which shall be held, administered and distributed as provided in Article XIII.

ARTICLE XI.
The Family Share

I give the Family Share to the Trustee named above, to hold such share in a trust to be known as the Family Trust, to be held, administered and distributed as follows:

A. Income and Principal Distributions in the Trustee's Discretion. The Trustee shall distribute to or for the benefit of my spouse and my descendants as much of the net income and principal of the Family Trust as the Trustee, in its sole discretion, shall consider necessary or advisable for their education, health, maintenance and support. In addition, a Disinterested Trustee may, in its sole and absolute discretion, make distributions for the general comfort and well-being of any of the beneficiaries of the Family Trust.

1. Undistributed Net Income. Any net income of the Family Trust which is not distributed by the Trustee shall be accumulated and added to the principal of the Family Trust at least annually.

2. Primary Consideration to Be Given to My Spouse. The Trustee shall, at all times, give primary consideration to the needs of my spouse and only thereafter to my descendants, even to the exclusion of such descendants.

3. Distributions of Principal. The Trustee shall preferably make no discretionary distributions of principal to or for the benefit of my spouse from the Family Trust until my spouse's other assets are reduced sufficiently to eliminate any estate tax upon my spouse's death.

B. Discretionary Guidelines for the Trustee. The Trustee shall be mindful that the primary concern and objective is to provide for the needs of my spouse and my descendants, and that the preservation of principal is not as important as the accomplishment of these objectives. In making discretionary distributions pursuant to this Article, the Trustee shall consider the following factors:

1. Other Resources Available to the Beneficiaries. The Trustee, in making distributions pursuant to this Article, shall take into consideration, to the extent that the Trustee, in its sole and absolute discretion, deems advisable, any income or other resources which are available outside of the Family Trust to the beneficiaries.

2. Distributions to the Beneficiaries According to Their Needs. The Trustee may make distributions to or for the benefit of one or more of the beneficiaries of the Family Trust to the complete exclusion of the other beneficiaries. These distributions may be made to a beneficiary or beneficiaries in equal or unequal amounts according to the respective needs of the beneficiaries. A distribution to or for the benefit of a beneficiary shall be charged to the Family Trust rather than against the beneficiary's ultimate share or the shares of those persons taking through such beneficiary upon the termination of the Family Trust.

C. Testamentary Limited Power of Appointment. My spouse shall have the limited power to appoint any part or all of the principal and any accrued and undistributed net income of the Family Trust as they exist at my spouse's death, to or for the benefit of my descendants, by specific reference to this power in a valid last will and testament or valid living trust agreement. My spouse may make distributions among my descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as my spouse shall determine. This power shall not be exercised in favor of my spouse's creditors, my spouse's estate, the creditors of my spouse's estate, or in any manner which would result in any economic benefit to my spouse. If my spouse exercised a qualified disclaimer upon any assets at my death, and as a result of the disclaimer those assets became part of the Family Trust, such assets shall not be subject to my spouse's limited power of appointment.

D. Termination of the Family Trust. The Family Trust shall terminate at the death of my spouse. The unappointed balance or remainder of the Family Trust not disposed of pursuant to my spouse's power of appointment over such Trust property, including any accrued and undistributed net income, shall be administered as provided in Article XIII below, and the Articles that follow.

ARTICLE XII.
Underage and Disabled Beneficiaries

Whenever any outright distribution is required to be made to a beneficiary by a provision of this Will when the beneficiary is under the age of twenty-five (25), or when the beneficiary is disabled, the Executor shall instead make such distribution to the Trustee hereinabove named, to hold in a separate trust until the beneficiary attains the age of twenty-five (25), or until the beneficiary's legal disability has ceased.

ARTICLE XIII.
Administration of Trusts

A. Administration. Any and all trusts established under my will shall be administered as follows:

1. Distributions of Trust Income and Principal. The Trustee shall apply to or for the benefit of the beneficiary as much of the net income and principal of the trust as the Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. In making any distributions of income and principal under this paragraph, the Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this trust. Any net income not distributed to a beneficiary shall be accumulated and added to principal at least annually.

2. Distributions to be Limited if Beneficiary is Eligible Recipient of Governmental Programs. Notwithstanding the provisions of the preceding paragraph, however, the Trustee may only make distributions to the beneficiary to provide the beneficiary with those benefits and services, and only those benefits and services, which

in the Trustee's judgment are not otherwise available to the beneficiary from other sources as or when needed for the beneficiary's welfare and which would not render the beneficiary ineligible for governmental programs and which would not reduce the amount of the payments or other assistance otherwise available to the beneficiary as a result of being a recipient of said governmental programs. Amounts distributed to a disabled beneficiary under this Article may only be for the beneficiary's extra and supplemental needs in addition to and over and above the benefits the beneficiary may otherwise receive or be entitled to as a result of his or her disability from any local, state, or federal government agency or from any private agency, any of which provides services or benefits to disabled persons.

3. Termination and Distribution. The Trustee shall distribute the trust property to a beneficiary when:

a. The beneficiary attains the age of twenty-five (25),

b. The beneficiary ceases to be disabled, and

c. My spouse dies.

4. A Beneficiary's Limited Power of Appointment. The beneficiary shall have the power, exercisable only by specific reference to this power in such beneficiary's valid last will and testament or valid living trust agreement, to appoint the income and principal of the beneficiary's trust, in whole or in part, to and among any descendants of mine who survive the beneficiary, in such amounts and proportions and in such interests and estates, whether outright or in lesser estates, or in trust or otherwise, as the beneficiary may direct, but the beneficiary shall not have the power to appoint any part of the income or principal of the beneficiary's trust in such a way as to directly or indirectly benefit the beneficiary's creditors, the beneficiary's estate, or the creditors of the beneficiary's estate.

5. Distribution Upon the Beneficiary's Death. Unless sooner terminated, upon the death of the beneficiary any property in the trust which is not distributed pursuant to the exercise of the beneficiary's limited power of appointment shall be distributed to the beneficiary's then living descendants. If the beneficiary is not survived by any of his or her descendants, the Trustee shall distribute the balance of the trust property among the then living descendants of the beneficiary's nearest ancestor who is me or a descendant of mine with descendants then living. If I have no then living descendants, the Trustee shall distribute the remaining trust property as provided in Article XIV. (Ultimate Distribution), below.

6. Protection of Marital Deduction. In order to protect the marital deduction, distributions of income and/or principal to my spouse shall not be affected by the provisions of this Article.

B. Methods of Payment. Whenever the Executor or Trustee, as the case may be, desires to make a discretionary distribution of income or principal pursuant to the provisions of this Will to or for the benefit of a beneficiary who is under the age of twenty-five (25) or disabled, such distribution may be made in any one or more of the following ways, without court supervision and without the necessity for posting a bond:

1. Directly to the beneficiary;

2. To persons, corporations, or other entities for the use and benefit of the beneficiary;

3. To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management, and custody of the account to a suitable person, corporation, or other entity for the use and benefit of the beneficiary;

4. In any prudent form of annuity purchased for the use and benefit of the beneficiary;

5. To any person or duly licensed financial institution, including the Executor or Trustee, as a custodian under the Uniform Transfers to Minors Act, or any similar act, of any state, or in any manner allowed by any state statute dealing with gifts or distributions to minors or other individuals under a legal disability; or

6. To any guardian, conservator or other person deemed by the Executor or Trustee to be responsible, and who has assumed the responsibility of caring for the beneficiary.

ARTICLE XIV.
Ultimate Distribution

If at any time there is no person or entity entitled to receive all or any part of my property:

A. One-half of such property (or all thereof if no distributions would otherwise be made as provided in paragraph B of this Article) shall be distributed to those persons who would be my heirs, and in such proportions, if I had died at such time, intestate, unmarried, owning such property, and domiciled in Tennessee; and

B. One-half of such property (or all thereof if no distributions would otherwise be made as provided in paragraph A of this Article) shall be distributed to those persons who would be my spouse's heirs, and in such proportions, if my spouse had died at such time, intestate, unmarried, owning such property, and domiciled in Tennessee.

ARTICLE XV.
Protective Clause

Except as otherwise provided herein, neither the principal of any trust created hereunder nor the income therefrom while in the hands of the Trustee shall be subject to assignment, alienation, pledge, attachment, execution or claims of creditors or any beneficiary or beneficiaries whomsoever through legal process, bankruptcy, operation of law or otherwise. Any attempted sale, assignment, alienation, pledge or attachment of the principal or income held in any trust hereunder shall be null and void and shall not be recognized under any circumstances by the Trustee.

In the event of any attempted sale, assignment, alienation, pledge, attachment, execution or claim resulting from an act of a beneficiary or beneficiaries, voluntarily, involuntarily, by operation of law, by bankruptcy or otherwise with respect to the principal or income of any trust created hereunder, the Trustee is authorized to withhold from such beneficiary or beneficiaries all or part of any distribution otherwise payable thereunder to such beneficiary or beneficiaries until such attempted anticipation, voluntary or involuntary transfer or lien is completely removed, during which time the Trustee may apply such distribution, or any part thereof, for the use and benefit of such beneficiary or beneficiaries in such amount or amounts and in such manner as the Trustee, in its sole discretion, may determine is necessary for such beneficiary's health, education, maintenance and support, taking into consideration all financial resources of which the Trustee has actual knowledge.

ARTICLE XVI.
Resignation, Removal and Appointment of Trustees

A. Resignation. Any Trustee shall have the right to resign as Trustee upon thirty (30) days' prior written notice to the remaining Trustee or Trustees, if any, and to all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income from any trust created under this Will, such notice to be given to the natural or legal guardian or conservator of any beneficiary who is under a legal disability.

B. Beneficiaries' Right to Remove Trustee. A majority of the income beneficiaries of any trust established herein shall have the right and authority at any time or times to remove any one or more Trustees of such trust (other than any individual Trustee named in this Will or appointed by my spouse), such right to be exercised by the natural or legal guardian or conservator of any beneficiary who is a minor or under another legal disability; provided, however, that so long as my spouse is not disabled, my spouse shall have the sole right to remove (and replace as provided in subparagraph C.2, below) any Trustee or successor Trustee of any trust established herein at any time and from time to time. Any such removal right shall be exercised by a writing delivered to the Trustee. No beneficiary need give any Trustee being removed any reason, cause, or ground for such removal. Any Trustee who has been given notice of removal shall continue to serve as Trustee until a replacement Trustee has been appointed and agreed to serve, unless at the time of such removal there is an additional Trustee then serving. Notwithstanding the foregoing, no individual shall have the right to remove a Trustee hereunder if the trust at such time owns a

life insurance policy insuring such individual and only a beneficiary other than such individual, if any, may participate in such removal.

C. Designation of Co-Trustee. Subject to the limitation on the number of Trustees as described below, any sole individual Trustee of any trust established herein may appoint one or two additional Co-Trustees of such trust, and any two Co-Trustees of any trust under this Will, upon their mutual consent, may appoint an additional Co-Trustee of such trust. A Trustee may make this appointment at any time during such Trustee's life, and any such appointment shall become effective at such time as may be specified in the appointment and upon such new Co-Trustee's written acceptance of the duties of the Trustee hereunder. Such appointment shall be made in writing with written notice thereof to be provided to all persons who are permissible recipients of income at the time the appointment is made. Any such Co-Trustee shall be subject to the removal powers described above. Notwithstanding the foregoing, if the new Co-Trustee's power to distribute principal to the appointing Trustee, as a beneficiary, is not limited by an ascertainable standard related to such beneficiary's health, education, maintenance or support, then any Co-Trustee selected by such appointing Trustee shall also not be related or subordinate to such appointing Trustee (within the meaning of Code Section 672(c), as if the Trustee were a "grantor").

D. Corporate Fiduciaries. Any corporate fiduciary named pursuant to the provisions of this Will or appointed by a court of competent jurisdiction as a Trustee must be a bank or trust company situated in the United States having trust powers under applicable federal, or state' law. Such fiduciary shall have assets under management of at least 250 million dollars.

E. Powers. Any successor Trustee shall by virtue of its appointment succeed to all of the rights, powers and duties conferred and imposed upon the Trustee herein named.

F. Bond. No bond or other security shall be required of any successor Trustee.

G. Disability of Trustee. An individual serving as a Trustee of any trust established herein shall cease to serve as such Trustee whenever such individual is disabled.

H. No Termination Fee. No Trustee serving as Trustee of a trust established herein shall be entitled to a termination fee in the event such Trustee is removed or otherwise ceases to serve as Trustee, unless such a termination fee has been expressly (and not by implication) agreed to in writing by the person or persons who appointed the Trustee.

I. Number of Trustees. At no time shall there be more than three (3) Trustees of any trust established herein.

ARTICLE XVII.
Powers of Executor and Trustee

A. In General. In addition to all powers given under applicable law and those set forth below, my Executor and Trustee shall have all the powers enumerated in Section 35-50-110, Tennessee Code Annotated, and the introductory paragraph and all subparagraphs thereof,

to the extent not inconsistent with the express provisions hereof, are hereby incorporated herein by reference, except that subparagraphs 1 through 4 thereof shall apply only to my Executor.

B. Protection of Marital Deduction. In no event shall my Executor or Trustee have any power which would invalidate the marital deduction for federal or state estate or inheritance tax purposes.

C. S Corporation Stock. If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary; QSST. Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust. Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

2. Sole or Multiple Beneficiaries. Where the original trust is for one or more beneficiaries, the Trustee may continue the terms of the original trust consistent with such trust being treated as an Electing Small Business Trust pursuant to Internal Revenue Code Section 1361(e).

3. Outright Distribution. If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

D. Receipt of Payments. The Trustee or Executor shall preferably require the person, corporation, or other entity receiving a distribution hereunder to furnish the Trustee or Executor, as the case may be, with a receipt of such distribution, and the receipt of the person to whom the payments are made shall be a sufficient acquittance for the Trustee or Executor, as the case may be.

E. Reasonable Inquiries to be Made. Before making any discretionary distributions to beneficiaries, it is my desire that the Trustee, to the extent that it is both reasonable and possible, (i) inquire into the ultimate disposition of the distributed funds, and (ii) take into consideration the behavior of trust beneficiaries with regard to their disposition of prior distributions of trust property.

F. Retirement Plan Distributions. My Executor and Trustee shall have the power to determine whether to distribute or not distribute to any trust created hereunder from any retirement plan (including individual retirement account(s)) of which such trust is a beneficiary and, if the Executor or Trustee causes a distribution to such trust, the power to determine the

amount or amounts of such distribution(s) even to the extent of causing a complete distribution from any such plan or account. It is my intention that, to the extent possible, the Trustee hereunder distribute proportional interests (as a whole) in any retirement plans that are assets of such trust at the time of any distribution called for hereunder, without necessarily withdrawing assets from the plan. An outright distribution of trust assets shall not call for a complete withdrawal of plan assets but shall allow for a substitution of one or more new beneficiaries for a deceased beneficiary. The trust may continue as the plan beneficiary, with withdrawals to be made as necessary and advisable in the discretion of the Trustee prior to any distributions to trust beneficiaries, or the trust may substitute one or more trust beneficiaries as plan beneficiaries, in its sole discretion. The Trustee shall consider the tax implications of distributions of interests in the plan that are not made to all beneficiaries proportional to their interests in trust assets at the time of a trust distribution or division and shall adjust the shares of the beneficiaries in a reasonable manner so as to reflect the additional tax burden of receiving an interest in a plan as part of a share of the trust.

G. Common Fund Powers: For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this Will as a common fund. The Trustee may make joint investments with respect to the funds comprising the trust property. The Trustee may enter into any transaction authorized by this paragraph with fiduciaries or other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciary is also a Trustee under this Will.

H. Accounting to Trust Beneficiaries.

1. Upon written request by a beneficiary then eligible to receive mandatory or discretionary distributions of the net income from the various trusts created under this Will the Trustee shall report to the beneficiaries so eligible all of the receipts, disbursements, and distributions occurring during the reporting period along with a complete statement of the trust property. However, any accounting previously rendered covering at least one year ending within a year of receipt of such a request is adequate to satisfy such a request.

2. Unless a beneficiary (or the parent or legal representative of a beneficiary with a legal disability) delivers to the Trustee a written objection to an account within sixty (60) days of the beneficiary's receipt of such account, such account shall be deemed to be approved by the beneficiary with the same effect as if the account had been approved by a court having jurisdiction of the subject matter and of all necessary parties and shall as to all matters and transactions stated therein be final and binding upon all persons (whether in being or not) who are then or may thereafter become entitled to share in either the principal or the income of the trust for which the account is rendered except to the extent that such accounting involves the enlargement or shifting of the beneficial interest of any beneficiary of the trust.

3. The trust's books and records along with all trust documentation shall be available and open at all reasonable times to the inspection of the trust beneficiaries and their representatives. The Trustee shall not be required to furnish trust records or

documentation to any individual, corporation, or other entity that is not a beneficiary, does not have the express written approval of a beneficiary, or is not requesting such pursuant to a court order.

I. Delegation among the Trustees. For a maximum continuous period of six (6) months, any Trustee may delegate to any other Trustee the power to exercise any or all powers granted the Trustee hereunder, including those which are discretionary, if allowed by law and the terms of the trust; provided that in no event may an Interested Trustee exercise any powers otherwise limited to a Disinterested Trustee. The delegating Trustee may revoke any such delegation at will. The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing executed by the delegating Trustee. As long as any such delegation is in effect, any of the delegated powers may be exercised by the Trustee receiving such delegation with the same force and effect as if the delegating Trustee had personally joined in the exercise of such power.

J. Utilization of Substitute Trustee. If any Trustee is unwilling or unable to act as to any trust property, the Trustee shall designate, in writing, an individual, bank trust department, or trust company to act as a substitute Trustee with regard to such property. The property being administered by the substitute Trustee, as well as the net income therefrom, shall be distributed or remitted as directed by the delegating Trustee consistent with the terms of this Will. Each substitute Trustee shall exercise all of the fiduciary powers granted hereunder unless expressly limited by the delegating Trustee in the instrument appointing such substitute Trustee, or by any provision within this paragraph. Any substitute Trustee may resign at any time by delivering written notice to the Trustee to that effect. Any such Trustee shall be subject to the removal powers described above.

K. Distribution Powers. The Trustee is specifically authorized to make divisions and distributions of the trust property either in cash or in kind, or partly in cash and partly in kind, or in any proportion it deems advisable. The Trustee shall be under no obligation or responsibility to make pro rata divisions and distributions in kind. The Trustee may allocate specific property to any beneficiary or share although the property may differ in kind from the property allocated to any other beneficiary or share. The Trustee may make division and distribution of trust assets without regard to the basis of such assets for federal or state income tax purposes.

L. Division of Property into Shares. Whenever property under this Will is to be divided into shares, the Executor or Trustee, as the case may be, shall then make such divisions by determining the amount passing to each such share by applying the required fraction to the property as of the date of each distribution necessary to fund the shares; property conveyed or assigned in kind to either share shall be valued at its fair market value as of the date of distribution. The judgment of the Executor or Trustee, as the case may be, on the relative value of assets shall be binding and conclusive on all parties interested.

M. Funeral, Cremation and Burial Expenses. The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this Will. Funeral, cremation and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial

services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes. Such payments, if any, shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

N. Reliance Upon Probated Will or Absence Thereof. The Trustee shall be protected in relying upon a Will admitted to probate in any jurisdiction as the Will of any person, or in assuming there was no Will in the absence of actual knowledge thereof within three (3) months after such person's death, such action to be without prejudice to the rights of any appointee or taker in default of appointment to recover the distributed property from those to whom the Trustee has made distribution should a Will validly exercising the power to appoint be subsequently found or the Will be successfully contested.

O. Early Termination of Trusts Based on Cost. If the Disinterested Trustee(s) shall determine, in its sole and absolute discretion, that any trust created under this Will has become uneconomical to administer due to the high cost of administration relative to the value of the trust property, the Disinterested Trustee(s) may terminate such trust or trusts and distribute the trust property, including any accrued but undistributed net income, in the following order:

1. To the then mandatory income beneficiaries of the trust, per stirpes.

2. If there are no living mandatory income beneficiaries, then equally among the beneficiaries then entitled to receive discretionary payments of income of the trust, per stirpes.

P. Consolidation of Trusts. The Trustee shall have the power to combine any trust hereunder with any other trust having substantially similar terms and provisions if the Trustee reasonably determines that such consolidation is consistent with my intent, would facilitate administration of the trusts, and would be in the best interest of all beneficiaries and not materially impair their respective interests.

Q. Generation-Skipping Transfer Tax Provisions. In order to minimize the impact of any generation-skipping transfer tax that may be applied to any of the trusts created by this agreement or their beneficiaries, the Trustee, in its sole and absolute discretion, is authorized to take the following actions:

1. Division into Exempt and Nonexempt Trusts. If any trust created under this agreement would be partially exempt from generation-skipping transfer tax by reason of an allocation of a generation-skipping transfer tax exemption to it, prior to such allocation the Trustee shall divide the total trust assets on a fractional basis into two separate trust shares of equal or unequal value, to permit allocation of the exemption solely to one trust share (the "exempt trust"). The exempt trust shall consist of a fractional share of the total trust assets in an amount necessary to cause the exempt trust to be entirely exempt from generation-skipping transfer tax. The other trust share (the "nonexempt trust") shall consist of the remaining fractional share of the total trust assets. For purposes of this allocation, asset values as finally determined for Federal estate tax purposes shall be used.

2. Additions to a Separate Trust. If a trust under this agreement, whether created under the immediately preceding subparagraph or not, is entirely exempt or nonexempt from generation-skipping transfer tax, and adding property to it would partially subject the trust to generation-skipping transfer tax, the Trustee may hold that property in a separate trust in lieu of making the addition.

3. Terms of the Trusts. If the Trustee divides a trust into two separate trust shares or creates a separate trust for additions, the trusts or trust shares that result shall have the same terms and conditions as the original trust, provided that:

a. General Power of Appointment. If the death of the beneficiary of the trust or trust share (the "Beneficiary") would, but for the application of this subparagraph, result in a taxable termination (as defined in Code Section 2612(a)) with respect to one or more shares of the trust property, then the Beneficiary shall have the power, exercisable only by specific reference to this power in such Beneficiary's valid last will and testament or valid living trust agreement, to appoint such portion or all of the assets otherwise distributable to such share or shares, in an amount up to but not in excess of the amount, if any, above which any further addition to the amount subject to the power of appointment would increase the Net Death Taxes (as hereinafter defined) by an amount equal to or greater than the decrease in the generation-skipping transfer taxes that would result from such further addition, to and among any descendants of mine who survive the Beneficiary and the creditors of the Beneficiary's estate, in such proportions and in such interests and estates, whether outright or in lesser estates, or in trust or otherwise, as the Beneficiary may direct. As used in this paragraph, the term "Net Death Taxes" shall mean the aggregate death taxes (including, without limitation, Federal, state, local and other estate taxes and inheritance taxes but exclusive of interest and penalties), after taking into account all applicable credits, payable with respect to the estate of the Beneficiary.

b. Reduction of Amount Subject to Power if Other Trusts. If under one or more other instruments the Beneficiary has one or more other general powers of appointment exercisable and measured substantially as provided in subparagraph Q.3.a. of this Article, the amount the Beneficiary may appoint under subparagraph Q.3.a. shall be reduced proportionally, based on the net fair market value of the principal of the trusts with respect to which such powers are exercisable as of the date of death of the Beneficiary, so that the aggregate of the amount so appointable under this instrument and the amount or amounts so appointable pursuant to such other power or powers together shall be no greater than the amount otherwise appointable under subparagraph Q.3.a.

c. Payment of Taxes upon Beneficiary's Death. Upon the death of the Beneficiary, the Trustee of the trust named for such Beneficiary (if so requested by the Executor of such Beneficiary's estate) shall pay, from that portion of the principal of the trust share or shares over which the Beneficiary's power of

appointment is exercisable, all or part of any estate, inheritance and succession taxes imposed upon the Beneficiary's estate, or imposed upon any beneficiaries thereof or of the trust named for the Beneficiary, as a result of the inclusion of part or all of the portion of the trust share or shares in the Beneficiary's gross estate for tax purposes. Such taxes shall be computed on a marginal (rather than an average) basis and shall be equal to the amount by which the total of such taxes exceeds the total taxes which would have been payable if the value of such trust share or shares (or part thereof) had not been included in the Beneficiary's gross estate for tax purposes.

d. Distribution in Default of Power of Appointment. To the extent not validly appointed by the exercise of any power of appointment herein conferred, the remaining trust property shall be distributed pursuant to the terms of the original trust prior to its division or the creation of the additional trust under subparagraph Q.3.a., above.

4. Allocation from an Exempt Trust First. Upon division or distribution of an exempt trust and a nonexempt trust, the Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur.

5. Taxable Distributions. If the Trustee considers that any distribution from a trust under this agreement, other than pursuant to a power to withdraw or appoint, is a taxable distribution subject to a generation-skipping transfer tax payable by the beneficiary, the Trustee shall augment the distribution by an amount which the Trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates.

6. Taxable Terminations. If the Trustee considers that any termination of an interest in trust property is a taxable termination subject to a generation-skipping transfer tax, the Trustee shall pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries.

R. Powers of an Interested Trustee. In all instances where an Interested Trustee (as defined below) distributes, or participates in the distribution, of trust income or principal to or for the benefit of such Trustee, then the distribution shall be limited by an ascertainable standard relating to such Trustee's health, education, maintenance, or support.

S. Limitation on Trustee's Power to Discharge Trustee's Obligations. In no event shall the Trustee have the authority to exercise any power given to the Trustee for the purpose of discharging any obligation which the Trustee might have, including obligations of support. Accordingly, no distribution shall be made to or for the benefit of any beneficiary if the Trustee is obligated to support such beneficiary, unless such beneficiary (or his or her guardian in the case such beneficiary is a minor or is under another legal disability) signs and delivers to the Trustee a receipt confirming that the property so distributed will not be used to discharge the Trustee's legal obligation to support such beneficiary.

T. Executor's and Trustee's Fee. The Executor and Trustee shall be entitled to fair and reasonable compensation for the services it renders as a fiduciary. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale. The Executor and Trustee 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.

ARTICLE XVIII.
Miscellaneous

A. Adopted Persons Included. For all purposes under this instrument, individuals who are adopted prior to attaining the age of eighteen (18) shall be deemed to be natural-born descendants of the individuals adopting them.

B. Code. 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 or amended section of the Internal Revenue Code).

C. Contest Clause; Disclaimers; Statutory Share. If any beneficiary under this Will shall in any manner, directly or indirectly, attempt to contest or oppose the validity of this Will, including any codicils hereto, or commences or prosecutes any legal proceedings to set this Will aside, then in such event such person shall forfeit his or her share, cease to have any right or interest in the property, and shall be deemed to have predeceased me.

Should any person disclaim his or her interest, in whole or in part, in any trust created for his or her benefit in this Will, the result of which would be for that person to receive trust property free of trust earlier than provided by the terms of the trust, then the disclaiming person shall forfeit his or her interest in the trust, shall cease to have any right or interest in the property, and shall be deemed to have predeceased me.

In the event my spouse successfully elects to take a statutory share of my estate, as provided under state law, then my spouse's interest under this Will shall be held and distributed as though my spouse had predeceased me, notwithstanding any provision in this Will to the contrary.

D. "Descendants" and "Ancestors". Unless the context clearly indicates otherwise, for all purposes under this instrument the "descendants" of an individual shall mean all of such individual's lineal descendants, whenever born, and a person's "ancestors" shall mean all of such individual's lineal ancestors.

E. Disability. Except as otherwise provided in this Will, any individual shall be deemed to be "disabled" for purposes of this Will, if:

1. The individual is incapacitated or disabled because of illness, age, or any other cause which results in the individual's inability to effectively manage his or her property

or financial affairs as certified, in writing, by two licensed physicians or psychiatrists, one of whom shall, if possible, be or have been the individual's personal physician or the successor of someone who has been the individual's personal physician,

2. The individual has been declared or adjudicated as such or as otherwise legally unable to effectively manage his or her property or financial affairs by a court of competent jurisdiction,

3. A guardian, conservator, or other personal representative of such individual's person or estate has been appointed by a court of competent jurisdiction,

4. The individual has disappeared or is absent for unexplained reasons for a period exceeding fourteen (14) consecutive days, without having given notice of a return date to a Trustee (other than the individual if such individual is then serving as a Trustee of any trust created hereunder) or the beneficiaries, or

5. The individual is being detained under duress where the individual is unable to effectively manage his or her property or financial affairs.

The effective date of such disability shall be the date of the statement of the two physicians described above (or the date of the second of such statements if they are obtained on separate dates), the date of the court declaration of incapacity, the date of the court decree appointing the conservator, the expiration of the 14-day period referred to above, or the date sufficient proof is obtained establishing the situation referred to in subparagraph E.5, immediately above, whichever first occurs. Such disability shall be deemed no longer to exist upon the statement to such effect of two physicians as described above, a court declaration of capacity or the cessation of the condition causing the individual to be deemed disabled pursuant to subparagraph E.4 or E.5 immediately above, as the case may be.

F. Education. As used in this Will, "education" shall include:

1. Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

2. Any course of study or instruction at any institution for specialized, vocational, or professional training.

3. Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

4. Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

Distributions for education may include tuition, fees, books, supplies, living expenses, travel, and spending money to the extent that they are reasonable.

G. 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.

H. Interested Trustee: "Interested Trustee" means for any trust under this Will a Trustee who is a person who is or in the future may be eligible to receive income or principal pursuant to the terms of the trust, even if the person's only interest is a remote contingent remainder interest. A Trustee who is not an Interested Trustee is a "Disinterested Trustee".

I. Loans. Any portion of any loan that remains unpaid at the time of my death shall become an asset of my estate and any balance owing shall be deducted from the share of the estate of the person obligated to repay the loan.

J. Maintaining Property in Trust: If, on the termination of any separate trust created under this Will, a final distribution is to be made to a beneficiary of a different trust created under this Will which has not terminated at such time, such distributions shall be added to such trust rather than being distributed outright to such beneficiary.

K. Not Contractual. My spouse and I are executing Wills at or about the same time, but even though such Wills are similar, they are not intended to be, and shall not be construed to be, contractual or reciprocal.

L. "Per Stirpes" Distributions. Whenever a distribution is directed to be made to the descendants of a deceased person, "per stirpes", the amount to be distributed shall be divided into a sufficient number of equal shares to create one share for each child of the deceased person who is then living, and one share for each deceased child of the deceased person who left descendants who are then living (with the share created for the deceased child to again be divided among his or her descendants in like manner).

M. Restriction on Exercise of Limited Powers of Appointment. Whenever a person is given a power of appointment that may not be exercised in favor of the person, the person's creditors, the person's estate, or the creditors of the person's estate, such power shall not be exercisable for the purpose of discharging any legal obligation of said person (including obligations of support), and the Trustee shall not be authorized to deliver any portion of the trust to an appointee unless the appointee (or the appointee's guardian in the case of a minor) signs and delivers to the Trustee a receipt confirming that the property so received will not be used to provide for the support of the appointee (if said person is obligated to support the appointee) or otherwise to discharge any legal obligation which such person has to such appointee.

N. Situs (Legal Location) of Trusts. The situs of any trust created under this Will may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under such trust (such right to be exercised by the natural or legal guardian or conservator of any beneficiary who is a minor or under another legal disability). If such consent is obtained, the beneficiaries (and their natural or legal guardians or conservators, if any) shall notify the Trustee in writing of such change of trust

situs and shall if necessary designate a successor Trustee in the new situs. This notice shall constitute removal of the current Trustee if appropriate, and any successor Trustee shall assume its duties as provided under this Will. A change in situs under this paragraph shall be final and binding and shall not be subject to judicial review. If the addition of a Trustee in the new situs requires the removal of one but not all current Trustees, the Trustee to be removed shall be determined by a majority of the beneficiaries.

O. "Spouse"; Dissolution of My Marriage. Notwithstanding the identification of my spouse on page 1 of this Will, all references to my spouse in this Will are to the person to whom I was married at the time of my death. Any person from whom I am legally divorced shall not serve as Executor or Trustee of any trusts hereunder and shall be deemed to have predeceased me for purposes of all distributions under this Will.

P. State Law. The validity of this Will and the trusts created hereunder shall be determined by reference to the laws of the State of Tennessee. Questions with regard to the construction and administration of the various trusts contained hereunder shall be determined by reference to the laws of the state in which the trust is then currently being administered.

Q. Survivorship Presumptions. In the event my spouse and I shall die simultaneously, or under circumstances which make it difficult to determine which of us died first, I direct that the one of us with the smaller gross estate for Federal estate tax purposes shall be deemed to have survived the other. A beneficiary (other than my spouse) shall be deemed to have survived another individual only if such beneficiary survives the individual by at least 90 days. A beneficiary shall be deemed to be "then living" at the death of another individual only if such beneficiary survives the individual by at least 90 days.

IN WITNESS WHEREOF, I have hereunto set my hand to this my Last Will and Testament, on the 22nd day of January, 2005.

Clayton C. Reeve
CLAYTON REEVE

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

WITNESSES:

Deborah A. Hickerson ADDRESS: 217 Blanchard Pl N/T 37214

Roger L Proctor ADDRESS: 111 Westwood Pl, Brentwood 37027

AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

We, the witnesses, whose names are signed to the foregoing Will arid printed below, having been sworn, declared to the undersigned officer that CLAYTON REEVE, in the presence of both witnesses, signed the instrument declaring it to be his last Will, and that each of the witnesses, in the presence of CLAYTON REEVE and in the presence of each other, signed the Will as a witness.

We declare that at the time of our attestation of this Will, CLAYTON REEVE 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 Will.

Deborah A. Nickerson
WITNESS

Deborah A. Nickerson
(Printed name)

Roger L Proctor
WITNESS

ROGER L. PROCTOR
(Printed name)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 200___.

NOTARY PUBLIC

My Commission Expires: _____

JOHN D. KITCH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires AUG. 23, 2011