

**LAST WILL AND TESTAMENT
OF
JAMES G. WITHERS**

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I, **James G. Withers**, a married man and resident of St. Louis County, Missouri, make, publish and declare this instrument to be my Last Will and Testament (hereinafter "Will") and revoke all other Last Will and Testaments and Codicils thereto previously made by me.

FIRST: It is my intent that all expenses of my last illness and funeral, all my other debts and all expenses of the administration of my estate be paid as hereinafter set forth. It is also my intention that all inheritance, estate, transfer or succession taxes assessed by the United States, a foreign government or a state or other political subdivision of them, against my estate or any beneficiary of my estate predicated upon by death as the taxable event (including all taxes assessed on account of the transfer of or inclusion in my taxable estate of all annuities, insurance proceeds and all testate, intestate, gift, joint, entireties, trust, appointive and other property) shall be paid as described in this Article FIRST. By instrument dated the same date as this Will and executed immediately prior thereto and entitled First Amended and Restated Joint Revocable Trust Agreement (hereinafter "Trust Agreement") of which I am a Grantor, I, with my spouse, have amended and restated an established joint revocable trust. In said Trust Agreement I authorized the Trustee to pay out of the assets of the trust, following the instructions contained in the Trust Agreement, such portion or portions of those expenses, debts and/or taxes as the Trustee, in the Trustee's sole and absolute discretion, shall determine, taking into account the condition of my probate estate and any other assets which I own at the time of my death. My Personal Representative is authorized to consult with the Trustee serving under the Trust Agreement in determining whether such debts, expenses and/or taxes are to be paid entirely out



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of the assets of my estate, entirely out of other assets subject to the Trust Agreement or in part by each. It is my intent that all of those debts, expenses and/or taxes shall be paid from the assets subject to the Trust Agreement or, to the extent not so paid, by my Personal Representative out of the assets of my probate estate, if any. The decision of my Trustee as to whether and to what extent such debts, expenses and/or taxes are to be paid out of the assets subject to the Trust Agreement shall be final and shall not be questioned by any person in any proceeding. Except as set out in this Article FIRST, no tax herein directed to be paid shall be charged against, deducted or recovered from or apportioned to any of the property or beneficiaries thereof, with respect to which said taxes are incurred.

SECOND: I give, devise and bequeath the items of tangible personal property described in a written list, signed and dated by me, to the person or persons named therein. This list may have been prepared by me prior to, contemporaneous with or after the execution of this Will. Any bequest to a legatee who does not survive me shall lapse. I direct my Personal Representative to diligently search for such list. However, in order to avoid undue delay, if my Personal Representative is unable to ascertain the location or existence of such list, after a period of not less than sixty (60) days, the Personal Representative may assume no such list exists.

All other tangible personal property owned by me which, at the time of my death, has not been transferred to the Trustee under said Trust Agreement including items specifically bequeathed the bequest of which as lapsed, I give and bequeath to my residuary estate to be distributed as hereinafter provided.

THIRD: All the rest, residue and remainder of my property and estate, real, personal and mixed, of whatsoever kind and wheresoever situated, which I own or possess at the time of my death or of which I shall be entitled to dispose at the time of my death, I give, devise

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and bequeath to the Trustee under said Trust Agreement to be administered or distributed, as the case may be, in all respects as part of said trust as if said assets had constituted a part of the assets of the trust being administered under the Trust Agreement at the time of my death, for distribution to or held in trust for the benefit of the individuals named in the Trust Agreement in the proportions or amounts therein set forth.

FOURTH: If the trust established under said Trust Agreement, or any trust to be established thereunder on my death shall not then be or come into existence, I incorporate herein by reference the provisions of said Trust Agreement as if fully and completely set out herein. If distribution of assets is to be governed by this incorporation by reference, I direct the portions of my estate heretofore directed to be distributed to the Trustee of the trust(s) established or to be established under said Trust Agreement shall be distributed upon the same trusts and by like administration and distribution and upon the same terms and conditions as if the provisions of said Trust Agreement were embodied and fully set forth herein. In such event, however, the term "trust assets", as used in the Trust Agreement shall mean the property which is to be administered or distributed under the provisions hereof by reason of this Article FOURTH.

FIFTH: I appoint my spouse, **Gina M. Withers**, as Personal Representative of my estate. If, for any reason, she is or becomes unwilling or unable to serve, then I appoint **Ryan J. Withers** as my successor Personal Representative. If, for any reason, he is or becomes unwilling or unable to serve, then I appoint **Kara M. Wilson** as my successor Personal Representative. If, for any reason, she is or becomes unwilling or unable to serve, then I appoint **Kayley M. Withers** as my successor Personal Representative. No individual fiduciary appointed in this Will shall be required to furnish any type of bond as a prerequisite to serving and no fiduciary shall incur any personal liability whatsoever with respect to any matter arising out of the

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administration of my estate except in the case of actual damage caused by the fiduciary's gross negligence or bad faith. During the administration of my estate, my Personal Representative shall have the same rights, powers and immunities (which shall inure and be exercisable without approval or order of any probate or similar court having jurisdiction over my estate or any part thereof) with respect to the investment, acquisition, disposition and management of estate property as are granted to the Trustee in said Trust Agreement with respect to trust property including, but not limited to, the power and authority to sell estate property, whether real or personal

SIXTH: If my spouse and I die in a common disaster or otherwise and, in the sole and absolute judgment of my Personal Representative, there is not sufficient proof to determine the sequence of our deaths, it shall be conclusively presumed, for the purposes of this Will, that my spouse died first and I survived. If any other person named as a beneficiary and I should die as aforesaid, then I shall be presumed to have survived.

SEVENTH: I authorize my Personal Representative and any successor thereto to administer my estate without adjudication, order or direction of any court, whether pursuant to Section 473.780 RSMO, or any other statute or rule of law. The decision to proceed with independent or supervised administration shall rest solely with my Personal Representative.

EIGHTH: In the interpretation or construction of the provisions of my Last Will and Testament, the following shall govern and control:

A. All references to my children or descendants are intended to include children born after the execution of this Will. Such after-born children shall have no rights in my estate other than those granted by this Will.

B. The term "child," "children," "descendant" and "descendants" shall mean



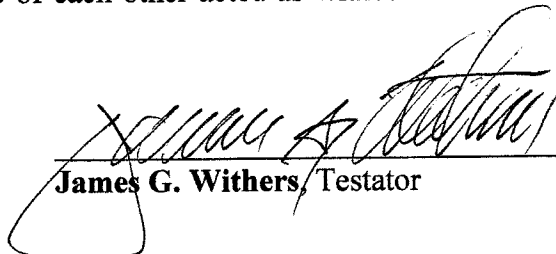
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Ryan J. Withers, Kara M. Wilson and Kayley M. Withers by name and shall also include any person legally adopted by any child or descendant of Testator, and the descendants of any such legally adopted person.

C. Throughout this Will, the masculine gender shall be deemed to include the feminine or neuter, and the singular the plural and *vice versa*.

D. All references to my Personal Representative shall also include any Executor and any successor thereto of this Will.

IN WITNESS WHEREOF, being first duly sworn, I have freely and voluntarily and without constraint or undue influence, signed my name to this Last Will and Testament consisting of six (6) pages including the following attestation page, all initialed by me in the bottom margin thereof, in the presence of two witnesses and a notary public who have, at my request and in my presence and in the presence of each other acted as witnesses this 3rd day of October, 2014.


James G. Withers, Testator

