DAILY MINUTE BOOK 120A PAGE 182

State of Tennessee, County of Rutherford
The undersigned, County Clerk of said County and State, hereby certifies that the foregoing is a true and correct copy of the original document filed in the Office of the County Clerk.
This 24 day of August 2012
Lisa Crowell, Rutherford County Clerk
By: _____ Deputy Clerk

IN THE ~~SEVENTH CIRCUIT~~ County Court FOR
~~DAVIDSON~~ Re-Filed COUNTY, TENNESSEE
PROBATE DIVISION

FILED
LISA CROWELL
COUNTY CLERK
AUG 24 2012
BY _____ D.C.

IN MATTER OF:
PROBATE OF LAST WILL AND
TESTAMENT OF:

William Lloyd Allen
Sara McKee Allen
Petitioner.

) Case No. _____
)
)

BILL GARRETT, Davidson County
Trans:T20120064709 ORDER
Recvd: 08/29/12 10:34 36 pgs
Fees:182.00 Taxes:0.00
20120829-0077913

ORDER

Based upon the Petition to Probate to Establish Muniment of Title filed in this case and the record as a whole, the court finds that there is no necessity for appointing an Executrix to administer the estate and that there is no need to publish a notice to creditors in this estate. Further, this Court finds that a certified copy of the decedent's will and testament should be recorded in the Register of Deed's Office for Rutherford County, Tennessee for the purpose of establishing a muniment of title to certain real property owned by the decedent, William Lloyd Allen; it is therefore

ORDERED, that the Last Will and Testament of William Lloyd Allen be admitted to probate for the limited purpose of establishing muniment of title to a certain parcel of real estate described as unimproved real property consisting of 27 acres more or less located on Nolensville Road, Nashville, Davidson County, Tennessee; and that no Executrix is appointed to administer the estate of William Lloyd Allen; it is further

ORDERED, that there shall be no publication of a notice to creditors in this matter; it is further

ORDERED, that a certified copy of the Last Will and Testament of William Lloyd Allen shall be recorded in the office of the Register of Deeds for Davidson County, Tennessee to establish a muniment of title to certain parcels of real property located in Davidson County, Tennessee described on the attached Exhibit A which is incorporated in this Order by this reference.

Entered this 24th day of August, 2012.

Judge

APPROVED FOR ENTRY:

Robert J. Notestine III
Attorney for Petitioner
Reg. No. 12195
109 Kenner Avenue, Suite 201
Nashville, TN 37205
(615) 297-1568, #11

First American Title Insurance Company

Schedule A (Continued)

Agent's File No.: **12-03-14149**

TRACT 1:

Beginning at a point in the Nolensville Pike, at the Northernmost corner of Tract No. 1 (described in the Decree of record in Deed Book 2802, Page 347 of the Register's Office of Davidson County, Tennessee); thence in a Northerly direction curving with the center of said Nolensville Pike, 26.7 feet to a point; thence continuing with the center of said pike North 31 deg. 45 min. W, 269.4 feet to a point in the center of said Pike; thence with a fence South 55 deg. W. 175.5 feet to an iron pin; thence, with a fence, N. 44 deg. W. 208 feet to a gate; thence South 61 deg. W. 258.7 feet to a 12 inch cedar; thence N. 64 deg. 45 min. West 169 feet to a point in the center of Old Holt Road; thence North 58 deg. 30 min. W. 485 feet to a point in the center of New Holt Road; thence N. 76. deg. 40 min. W 605.6 feet to a point in the center of New Holt Road; thence with the center of a 16 1/2 foot lane S. 4 deg. 30 min. W. 1093 feet to a post in a fence line; thence with said fence S. 4 deg. 30 min. W. 172 poles more or less to an iron pin in Pinkerton's line; thence with a fence and Pinkerton's line S. 86 deg. 45 min. E 1452 feet to an iron pin; thence with a fence and Pinkerton's line N.2 deg. 45 min. E. 808.5 feet to a set pile of stone located between a 12 inch hackberry and a 10 inch cedar; thence with Pinkerton's line S. 86 deg. 45 minutes E 313 feet to a R. R. spike in the center of Bluff Road; thence with the center of Bluff Road N. 0 deg. 15 min. W, 175 feet to a point; thence continuing with the center of Bluff Road N. 2 deg. 15 min. E. 197.4 feet to a R. R. spike; thence continuing with the center of said road N. 10 deg. E. 134 feet, N. 21 deg. E, 255 feet, N, 8 deg. 45 min. E, 182 feet to a point in the center of said road; thence with the center of said road N. 19 deg. 45 min. E. 87 feet, more or less, to a point being the Southernmost corner of said Tract No. 1; thence with the line of Tract No. 1 N. 42 deg. 50 min. W. 138 feet, more or less, to an iron pin; thence continuing with the line of Tract No. 1 N. 61 deg. 35 min. W, 196 feet, N. 65 deg. 15 min. W, 318.5 feet, N. 7 deg. 40 min. E. 518 feet, N. 59 deg. 15 min. E. 578.5 feet, N. 49 deg. 30 min. E, 182 feet to the point of beginning, containing 124.4 acres, more or less, according to survey made by George W. Watkins, Surveyor, on Feb. 14, 1958.

Being the same property conveyed to C.P. Williams, Jr. by a decree from the Chancery Court of Nashville, Tennessee, in Case No. 79083 with final Decree being recorded in Deed Book 2802, Page 347 of the Register's Office of Davidson County, Tennessee.

Included in the above description but excluded herefrom is the following described property, conveyed to John H. Byrd, Jr. and wife, Bettie Knight Byrd by deed from C.P. Williams, Jr. of record in Book 2859, Page 467, in the Register's Office of Davidson County, Tennessee:

Beginning at a point in the center of New Holt Road, which point is S. 76 deg. 40' E., 500 feet from the N.W. corner of a tract of land title to which was vested in C.P. Williams, Jr., by decree of Part I, Chancery Court of Davidson County, Tennessee, in the cause of C.P. Williams, Jr., vs. Nellie Mae Williams, et al, Minute Book 183, Page 390, Minutes of said Court, the same appearing of record in the office of the County Register of Davidson County, Tennessee, in Book 2802, Page 347, which tract is described in such decree as Tract III, running thence generally S. 10 deg. W, 264 feet to a point, (iron pin) (which point is S. 76 deg. 40' E. 475 feet from a point in the Westerly boundary line of said Tract No. III S. 4 deg. 30' W. 264 feet from the said N.W. corner of Tract III); thence generally S. 76 deg. 40' E. with a line parallel to the center of New Holt Road, 156 feet to a point; thence generally N. 10 deg. E., passing the center of Old Holt Road, 264 feet to a point in center of New Holt Road; thence with

the center of New Holt Road N. 58 deg. 30' W. 50.4 feet, and N. 76 deg. 40' W. 105.6 feet, a total of 156 feet to the point of beginning.

Included in the above description but excluded herefrom is the following described property conveyed to State of Tennessee:

Beginning at the point of intersection of the existing margin of S.R. 11 and the Northwest boundary of the Robert J. Morris, Jr. property, said point of intersection being 35.85 feet left of S.R. 11 proposed centerline station 56+56.33; thence with said boundary South 46 degrees 35 minutes 26 seconds West 21.46 feet to a point, said point being 56.57 feet left of S.R. 11 proposed centerline station 56+52.06; thence with the proposed West margin of said road North 21 degrees 55 minutes 27 seconds West 175.18 feet to a point, said point being 35.21 feet left of S.R. 11 proposed centerline station 58+25; thence with said existing margin Southerly 169 feet, more or less to the point of beginning and containing 1,749 square feet.

Being the same property conveyed to the State of Tennessee by Warranty Deed from William Lloyd Allen & Lunette Pharr, recorded on the 3rd day of October, 1997 in Deed Book 10632, Page 678, in the Register's Office of Davidson County, Tennessee.

TRACT 2:

Beginning at the intersection of Old Holt Road and the new location of Holt Road at an iron pin, thence with the new location of Holt Road South 77 1/2 deg. E. 39.6 feet to the beginning of a curve; thence Easterly around a curve 637.3 feet to a point in said new road; thence leaving said road South 1/2 deg. West 215.7 feet, South 32 deg. W.46.2 feet, South 51 deg. W 132 feet, South 71 1/2 deg. West, 66 feet, N. 70 1/2 deg. W, 141.9 feet, and N. 59 deg. W. along the margin of Old Holt Road 368 feet to the beginning, containing 2.3 acres, more or less.

Being the same property conveyed to C.P. Williams, Jr. by a deed from Mrs. Leslie Carroll Cochran, of record in Book 3249, Page 513, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Lunette Allen Pharr and William Allen by Quitclaim Deed from Sarah Williams, recorded on the 11th day of April, 2008 in Instrument No. 20080411-0036826 and Scrivener's Deed recorded at Instrument No. 20081202-0116850, in the Register's Office of Davidson County, Tennessee.

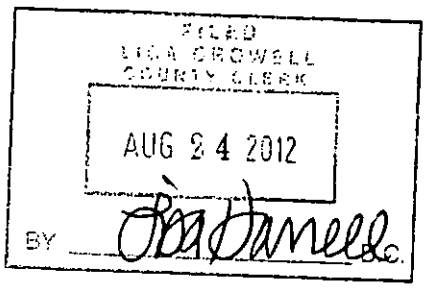
The said C.P. Williams, Jr. having since died testate devising a life estate in the subject property to J.H. Byrd, Jr. by his Last Will and Testament of record in Will Book 98, Page 315, Probate Clerk's Office for Davidson County, Tennessee. Said will states that upon the death or the non-compliance to the terms of the will by J.H. Byrd, Jr., a life estate shall be reserved unto Sarah Elizabeth Williams, with the remainder to the children of Nellie Mai Williams. If the said J.H. Byrd, Jr. is predeceased by the said Sarah Elizabeth Williams and he complies with the terms of the aforementioned will, the remainder shall vest in the children of J.H. Byrd, Jr., as one-half undivided interest and in the children of Nellie Mai Williams as to a one-half undivided interest.

Map 181 Parcels 92.00 and 94.00

IN THE GENERAL SESSIONS COURT FOR

RUTHERFORD COUNTY, TENNESSEE

PROBATE DIVISION



IN MATTER OF:	)	
PROBATE OF LAST WILL AND	)	
TESTAMENT OF:	)	
	)	
William Lloyd Allen	)	
	)	
Sara McKee Allen	)	Case No. _____
Petitioner.	)	

PETITION TO PROBATE TO ESTABLISH

MUNIMENT OF TITLE

Comes now Petitioner, Sara McKee Allen, and petitions this Honorable Court to admit the Last Will and Testament of William Lloyd Allen for probate for the limited purpose of establishing a muniment of title to real estate, pursuant to T.C.A. 32-2-111. Petitioner further asks that the estate not be administered nor letters testamentary be issued.

1. William Lloyd Allen departed this life on or about the 4th of January, 2011, in Nashville, Tennessee at the age of sixty two (62) years. His residence at the time of death was 2237 Alydar Run, Murfreesboro, TN 37127 which is in Rutherford County, Tennessee.

2. The said decedent left a Last Will and Testament duly executed on September 28, 2009 and attested to Bethany Rosell and Joy Planer. The original will is attached as Exhibit A to this Petition .

3. The said deceased left surviving as heir at law, and/or beneficiary pursuant to the deceased's Last Will and Testament, the person whose name and address appear below:

Sara McKee Allen
2237 Alydar Run
Murfreesboro, TN 37127-6698

4. The real property in which the Decedent owned an interest at the time of his death is described as unimproved property located on Nolensville Road, Nolensville, Tennessee 37211 (the Property) consisting of 124.4 acres more or less which is further described as follows:

See attached Exhibit B which is incorporated hereby by this reference.

5. The Petitioner is not aware of any instrument revoking the Last Will and Testament offered herein and Petitioner believes it is the decedent=s last will and testament.

6. The Petitioner submits there is no other property or assets to administer and the will is being presented to the Court for the limited purpose described herein.

Premises considered, your Petitioner prays;

1. That the Will be proved and established, proof of said Will be granted to probate for the limited purpose of establishing muniment of title to the Property and the same ordered for record.

2. That the Petitioner be granted any other general or specific relief to which the estate may be entitled.

Sara McKee Allen

SARA MCKEE ALLEN, Petitioner

2237 Alydar Run
Murfreesboro, TN 37127
Address

Respectfully submitted,

Robert J. Notestine III
Attorney at Law
Attorney for the Petitioner
BPR #12195
109 Kenner Avenue, Suite 201
Nashville, TN 37205
(615) 297-1568, Ext. 11

State of Tennessee
County of Davidson

Personally appeared before me the said Sara McKee Allen and after being duly sworn deposes and says that the facts averred in the above affidavit are true to the best of his/her knowledge, information, and belief this 12th day of July, 2010.

Laura Watterson
Notary Public

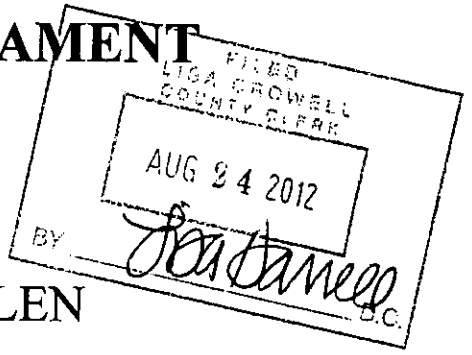
My Commission Expires: 8/16/2014

LAURA WATTERSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

MY COMMISSION EXPIRES:
08/16/2014

WILL BOOK 53 PAGE 394

LAST WILL AND TESTAMENT



OF

WILLIAM LLOYD ALLEN

prepared
by

Jeremy Pharr

Attorney at Law
229 Ward Circle, Suite A-23
Brentwood, Tennessee 37027
(615) 369-1412

Client's Address:

William Lloyd Allen
2237 Alydar Run
Murfreesboro, TN 37127

LAST WILL AND TESTAMENT

OF

WILLIAM LLOYD ALLEN

I, **WILLIAM LLOYD ALLEN**, a resident of Rutherford County, Tennessee, declare that this is my Last Will and Testament, hereby revoking all prior Wills and Codicils.

ARTICLE ONE

INTRODUCTORY PROVISIONS

1.A. **Family**. I am married to SARA MCKEE ALLEN and all references to "my wife" shall be to her. There are no children of this marriage now living or deceased. I have a child by a previous marriage now living; namely, WILLIAM SHANNON ALLEN.

My wife has a child by a previous marriage now living; namely, JONATHAN PASQUINEL VINCION. For all purposes hereunder, including distribution, I intend to treat all of the above-named children, including my wife's, as though they were the issue of our marriage and all references to "my children", "my child" and/or "my issue" (or similar phrases) shall be so interpreted.

I have intentionally, and not as a result of any mistake or inadvertence, omitted in this Will to provide for any other children and/or issue of mine, if any, however defined by law, presently living. Any child or children born after the date of this Will shall be treated as though they were named in this Paragraph, and all provisions of this Will shall be interpreted as if any children born after the date of this Will had been named with all other children of mine in the provisions of this Will.

1.B. **Definition of "Issue"**. As used in this Will, the term "issue" shall refer to lineal descendants of all degrees and shall include adopted persons; provided however, that such term shall refer only to the issue of lawful marriages and illegitimate children only if a parent/child relationship existed between such child and his or her parent, living or deceased, as determined under Tennessee law.

1.C. **Definition of "Per Stirpes"**. Whenever a distribution is to be made "per stirpes", the assets are to be divided into as many shares as there are then-living children and deceased children who left living descendants. Each living child shall receive one share and each deceased child's share shall be divided among such deceased child's then-living descendants in the same manner.

WLA

1.D. **Property**. I confirm to my wife SARA MCKEE ALLEN her one-half interest in any of our jointly owned property, with or without the necessity of probate administration or other court order, at my wife's discretion. It is my intention by this Will to dispose of my separate property (if any) and my interest in the property owned by my wife and me (other than any property held in joint tenancy with my wife at the time of my death).

ARTICLE TWO

NOMINATION OF FIDUCIARIES

2.A. **Executors**. I nominate my wife SARA MCKEE ALLEN as Executor of my Will. If she fails to qualify or ceases to act, I nominate my sister LUNETTE ALLEN PHARR as successor Executor of my Will. Both of the above-named shall serve without bond, accountings, or inventory being required. The term "my Executor" as used in this Will shall include any personal representative of my estate.

2.B. **Appointment of Special Executor.** If for any reason my Executor is unwilling or unable to act as Executor with respect to any provision of my Will or the administration of my estate, my Executor shall appoint, in writing, an individual, a bank, or a trust company that is not related or subordinate within the meaning of §672(c) of the Internal Revenue Code to act as a substitute or special Executor for such purpose, and may revoke any such appointment at will. Each substitute or special Executor so acting shall exercise all administrative and fiduciary powers granted by my Will unless expressly limited by the delegating Executor in the instrument appointing such substitute or special Executor. Any substitute or special Executor may resign at any time by delivering written notice to my Executor to that effect.

2.C. **Trustee**. As Trustee for all trusts created hereunder, I nominate my wife SARA MCKEE ALLEN. If she fails to qualify or ceases to act, I nominate my sister LUNETTE ALLEN PHARR as successor Trustee.

ARTICLE THREE

DISTRIBUTION PROVISIONS

3.A. **Payment of Estate Expenses**. My Executor shall pay from my estate all debts which are due and enforceable against my estate, the expenses of my last illness and funeral, the expenses of administering my estate, and all death taxes and governmental charges imposed and made payable under the laws of the United States or of any state or country by reason of my death.

3.B. **Tangible Personal Property**. I give my tangible personal property to my wife SARA MCKEE ALLEN; provided however, if she shall not survive me, I give such of my tangible personal property in accordance with any written instructions left by me and the remainder of the personal property, or all of it if no such instructions are left, to my children in equal shares.

WLA

3.C. **Confirmation of Joint Tenancy**. I hereby confirm that all assets held in my name and my wife's name as "Joint Tenants" or as "Joint Tenants with Rights of Survivorship" are to pass in their entirety to my wife SARA MCKEE ALLEN if I shall predecease her.

3.D. **Distribution for My Wife**. If my wife SARA MCKEE ALLEN survives me, my Executor shall distribute the remainder of my estate to her, free of trust; provided however, if Sara McKee Allen shall disclaim any interest in my estate, the disclaimed property shall be distributed to the above-named Trustee to be held in trust hereunder. Such disclaimed property shall be divided into three separate trusts, designated the "Exemption Trust", the "State Marital Deduction Trust" and the "Federal Marital Deduction Trust", which shall thereafter be administered in the manner hereinafter set forth:

(1) The Exemption Trust shall consist of the maximum pecuniary (i.e., dollar) amount of my estate which will not cause any more than the minimum possible estate tax (whether state or federal) at my death, after taking into account (i) all deductions and credits allowable for federal estate tax purposes and (ii) the net value of all other property included in my gross estate which passes or has passed under this Will or otherwise to any other person, trust or entity and which does not qualify as a charitable deduction or for the estate tax marital deduction. For purpose of determining the amount of this transfer, final federal estate tax values shall control, and account shall not be taken of any credit that would cause the marital deduction to be disallowed in whole or in part, or of any item not deductible for estate tax purposes because claimed for income tax purposes; but all transfers under this Will or otherwise for which the marital deduction would have been allowed but for disclaimer by Sara McKee Allen shall be treated for this purpose as if that deduction had been allowed. This amount, as finally determined above, may be satisfied in cash or in kind, or partly in each, and shall include any policies of insurance I may own on the life of Sara McKee Allen.

(2) The State Marital Deduction Trust shall consist of the difference between (i) the maximum pecuniary (i.e., dollar) amount of my estate which will not result in any Tennessee estate tax at my death and (ii) the maximum pecuniary (i.e., dollar) amount of my estate which will not result in any federal estate tax at my death.

(a) Only assets eligible for the Tennessee estate tax marital deduction shall be allocated to the State Marital Deduction Trust. It is my intention to have the State Marital Deduction Trust qualify for the marital deduction under the Tennessee laws applicable to the estate tax marital deduction. In no event shall the Trustee take any action or have any power that will impair the marital deduction, and all provisions regarding the State Marital Deduction Trust shall be interpreted to conform to this primary objective.

(b) Sara McKee Allen shall have the power to require the Trustee to make all or part of the principal of the State Marital Deduction Trust productive or to convert promptly any unproductive part of the State Marital Deduction Trust into productive property. This power shall be exercised by Sara McKee Allen in a written instrument delivered to the Trustee.

(c) In the event of a disclaimer by Sara McKee Allen in all or a part of the State Marital Deduction Trust, such disclaimed portion shall be added to the Exemption Trust and shall, for all purposes under this Will, be treated as a part thereof.

(3) The Federal Marital Deduction Trust shall consist of the balance of the Trust Estate.

(a) Only assets eligible for the estate tax marital deduction shall be allocated to the Federal Marital Deduction Trust. It is my intention to have the Marital Deduction Trust qualify for the marital deduction under §2056(b)(7) of the Code or any corresponding or substitute provisions applicable to the trust fund. In no event shall the Trustee take any action or have any power that will impair the marital deduction, and all provisions regarding the Federal Marital Deduction Trust shall be interpreted to conform to this primary objective.

(b) Sara McKee Allen shall have the power to require the Trustee to make all or part of the principal of the Federal Marital Deduction Trust productive or to convert promptly any unproductive part of the Federal Marital Deduction Trust into productive property. This power shall be exercised by Sara McKee Allen in a written instrument delivered to the Trustee.

(c) In the event of a disclaimer by Sara McKee Allen in all or a part of the Federal Marital Deduction Trust, such disclaimed portion shall be added to the Exemption Trust and shall, for all purposes under this Will, be treated as a part thereof.

(4) The Trustee shall pay to or apply for the benefit of Sara McKee Allen the net income of the Exemption Trust and the Marital Deduction Trusts in quarter-annual or more frequent installments. No less frequently than annually, the Trustee shall pay to or apply for the benefit of Sara McKee Allen the "annual minimum required distribution" from any qualified plan account and/or Individual Retirement Account ("IRA") from which the right to receive distributions is held by the Exemption Trust and/or the Marital Deduction Trusts. In addition thereto, Sara McKee Allen has the power, exercisable annually, to compel the Trustee to withdraw from any qualified plan account and/or Individual Retirement Account ("IRA") from which the right to receive distributions is held by the Exemption Trust and/or the Marital Deduction Trusts an amount equal to the income earned on the assets held by such account(s) during the year which is in excess of the annual minimum required distribution from the account(s) and to distribute that amount to or apply it for the benefit of Sara McKee Allen.

(5) If the Trustee considers the income of said Trusts to be insufficient, the Trustee shall also pay to or apply for the benefit of Sara McKee Allen such sums out of the principal of any Trust as the Trustee, in the Trustee's discretion, shall consider necessary

for her proper health, support and maintenance; provided however, said Trusts shall be free of claims by any governmental agencies. For all purposes concerning this power to distribute principal to or for the benefit of Sara McKee Allen, if co-Trustees are then-acting and if Sara McKee Allen is one such co-Trustee, this power shall be limited to the co-Trustee or co-Trustees other than Sara McKee Allen.

(6) At and after Sara McKee Allen's death, any accrued but unpaid income on the Marital Deduction Trusts shall be added to her estate.

(7) Further, the Trustee is authorized and directed to pay over to Sara McKee Allen's Executor so much of the Marital Deduction Trusts as such Executor shall state in writing is necessary or desirable to provide Sara McKee Allen's estate with funds with which to pay her funeral expenses and the costs of administration of her estate; provided however, such Executor shall first establish to the satisfaction of the Trustee that the estate of Sara McKee Allen and/or any inter-vivos trusts established by Sara McKee Allen are insufficient to cover such expenses; provided further, that any transfer, estate and inheritance taxes which may be imposed upon the Marital Deduction Trusts shall be paid by the Trustee from the Marital Deduction Trust which gave rise to such tax, regardless of the size and/or nature of Sara McKee Allen's estate. If such Executor fails to furnish any such directions or if no such Executor is appointed, the Trustee may, in its discretion, pay in whole or in part all expenses of Sara McKee Allen's funeral and estate administration.

3.E. **Disposition At My Wife's Death**. On Sara McKee Allen's death or on my death if Sara McKee Allen is not then living, my estate shall be distributed in the following manner:

(1) I give the remainder of my estate to the above-named Trustee to hold in trust; the Trustee shall divide the remainder into as many equal shares as there are children of mine then living and children of mine then deceased with issue then living.

(2) The Trustee shall allocate one (1) such share to each then-living child and one (1) such share to each group composed of the then-living issue of a deceased child. Each such share shall be distributed, or retained in trust, as hereafter provided:

(a) Each share allocated to a living child shall be retained and administered as a separate trust. The sole Trustee of such share shall be the child for whom such share was allocated. Each child shall also have the power to appoint a co-Trustee or successor Trustees of his or her share (in the absence of any such designation, the successor Trustees shall be in the manner hereinabove set forth in Article II). If, prior to the time such child is designated as the sole Trustee of his or her share, the Trustee presently acting determines that such child would be ineligible to receive trust income pursuant to Paragraph 5.M. (as hereinafter set forth), the Trustee shall delay the designation of such child as the Trustee until such child would again be eligible to receive trust income.

(b) The Trustee shall pay to or apply for the benefit of each child for whom a share was allocated, his or her children (hereinafter referred to as the "grandchildren"), or to trusts established for the benefit of said grandchildren as much of the net income and principal of said share as the Trustee, in the Trustee's discretion, shall deem necessary for their proper support, health, maintenance and education. The Trustee may take into consideration, to the extent the Trustee shall deem advisable, any income or other resources of such beneficiaries, outside of said share, known to the Trustee and reasonably available for these purposes. The Trustee may pay or apply more to or for some of said grandchildren than the others, or to the exclusion of the others, including the child. Payments or applications of benefits pursuant to this subparagraph shall be charged against said share as a whole rather than against any ultimate distributive share of the grandchild to whom or for whose benefit the payment is made. Any income not so distributed to or for the benefit of a grandchild shall be distributed to the child for whose benefit said share is being administered. In exercising these discretionary powers to distribute income and/or principal, the Trustee shall be mindful of the fact that my primary concern is the welfare of my children and the higher education of my grandchildren.

(c) On the death of a child for whose benefit a share is then held in trust hereunder, the Trustee shall distribute such share for such deceased child's issue in the amounts and in the manner set forth by such child in his or her will (or valid codicil to a will) which specifically refers to this Limited Power of Appointment, or, if no such valid Power exists, in the manner hereinafter set forth to the then-living issue, per stirpes, of such child.

(d) If a deceased child shall not be survived by issue, the Trustee shall distribute his or her share to my then-living issue (whenever born), per stirpes; provided however, any portion of the share of such deceased child distributable to any other beneficiary for whose benefit a share shall then be held in trust hereunder shall be added to such share and shall thenceforth be held, administered and distributed as a part thereof.

(e) Each share allocated (at the time hereinabove set forth for the original division of the Trust Estate into shares) to a group composed of the then-living issue of a deceased child of mine shall be distributed to such issue, per stirpes, on the terms and conditions hereinafter set forth.

(f) For any share held for a descendent of mine more remote than a child, the Trustee shall hold the same in further trust hereunder on the following terms and conditions:

(i) As to each share so set aside, until each such beneficiary shall attain the age of twenty-five (25) years, the Trustee shall pay over

to, or apply for the benefit of such beneficiary so much of the net income and/or principal of his or her share as the Trustee, in the Trustee's discretion, shall deem advisable for such beneficiary's health, education, support, maintenance and welfare. Any income not so distributed shall be added to principal.

(ii) When each such beneficiary shall attain the age of twenty-five (25) years, the Trustee shall pay to the beneficiary the net income of his or her share on a quarter-annual or more frequent basis. The Trustee shall continue to have the right to apply for the benefit of such beneficiary as much of the principal of his or her share as the Trustee, in the Trustee's discretion, shall deem advisable for such beneficiary's health, education, support, maintenance and welfare.

(iii) The Trustee shall also pay over to such beneficiary, after he or she shall have attained the age of twenty-five (25) years, so much of the principal of the Trust Estate set aside for such beneficiary as he or she shall request in writing at any time or times; provided however, that the aggregate of all such payments of principal so made to such beneficiary prior to his or her attaining the age of thirty (30) years shall not exceed one-third of the value of the Trust Estate set aside for him or her at the time of the setting aside of such share; provided further that the aggregate of all such payments of principal so made to such beneficiary prior to his or her attaining the age of thirty-five (35) years shall not exceed two-thirds of the value of the Trust Estate set aside for him or her at the time of the setting aside of such share.

(iv) In the event of the death of any beneficiary while any undistributed part of his or her share shall then be held in trust hereunder, trustee shall (upon the death of said beneficiary) transfer and deliver forthwith his or her share to said deceased beneficiary's then-living issue, per stirpes. If said deceased beneficiary is not survived by issue, trustee shall (upon the death of said beneficiary) transfer and deliver forthwith his or her share to said beneficiary's then-living brothers and sisters, if any; and, if none, to my then-living issue (whenever born), per stirpes.

(3) If Sara McKee Allen should die before me, and prior to the distribution of the whole of my estate, no issue of mine shall be living, I give my estate (or the undistributed portion thereof) one-half (1/2) to my heirs and the other one-half (1/2) to my wife's heirs; the identities and respective shares of such heirs to be determined according to the laws of the State of Tennessee in effect at the date of execution of this Will.

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ARTICLE FOUR

ESTATE ADMINISTRATION

4.A. **General Powers of Executor**. Subject to any limitations stated elsewhere in this Will, my Executor shall have, in addition to all of the powers now or hereafter conferred on Executors by law, and any powers enumerated elsewhere in this Will, the power to perform any of the acts specified in this section without the necessity of court approval:

(1) To take possession or control of all of my Estate subject to disposition by this Will, and collect all debts due to me or to my Estate;

(2) To receive the rents, issues, and profits from all real and personal property in my Estate until the estate is settled or delivered over by order of court to my heirs or beneficiaries;

(3) To pay taxes on, and take all steps reasonably necessary for the management, protection, and preservation of, all property in my Estate;

(4) To insure the property of my Estate against damage or loss, and insure the Executor against liability to third persons;

(5) To deposit money belonging to my Estate in an insured account in a financial institution in Tennessee;

(6) If any asset of my Estate consists of an option right, to exercise the option and to use any funds or property in my Estate to acquire the property covered by the option;

(7) To hold any securities or other property, both real and personal, in the name of the Executor, in the name of such nominee as my Executor shall select, or in the form of "street certificates," without in any of such cases disclosing the fact that such property is held in a fiduciary capacity, and to indemnify any such nominee against any loss resulting from holding such property as nominee;

(8) To vote in person, and give proxies to exercise, any voting rights with respect to any stock, any membership in a nonprofit corporation, or any other property in my Estate, and waive notice of a meeting, give consent to the holding of a meeting, and authorize, ratify, approve, or confirm any action that could be taken by shareholders, members, or property owners;

(9) To make any elections permitted under any pension, profit sharing, employee stock ownership or other benefit plan;

(10) To sell and to grant options to purchase all or any part of my estate, both real and personal, at any time, at public or private sale, for such consideration, whether or not the highest possible consideration, and upon such terms, including credit, as the Executor shall deem advisable, and to execute, acknowledge and deliver deeds or other instruments

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in connection therewith. No purchaser shall be held to see to the application of the purchase money;

(11) To lease any real estate for such term or terms and upon such provisions and conditions as the Executor shall deem advisable, including the granting of options to renew, options to extend the term or terms, and options to purchase;

(12) To borrow and to pledge or mortgage any property as collateral, and to make secured or unsecured loans. The Executor is specifically authorized to make loans without interest to any beneficiary hereunder. No individual or entity loaning property to the Executor shall be held to see to the application of such property;

(13) To pay any and all charges reasonably incurred in connection with or incidental to the distribution of any property of my Estate, including but not limited to expenses of storage, freight, shipping, delivery, packing, and insurance; and, on any accounting, treat any such expenditures as expenses of the administration of my Estate;

(14) To dispose of or abandon tangible personal property (including donation to any charitable organization or organizations of the Executor's choice), except tangible personal property that is a specific gift, when the cost of collecting, maintaining, and safeguarding the property would exceed its fair market value;

(15) To commence and prosecute, either individually or jointly with my heirs or beneficiaries, any action necessary or proper to quiet title to or recover possession of any real or personal property in my Estate;

(16) To pay, compromise or settle any claim, action, or proceeding by or for the benefit of, or against, me, my Estate, or the Executor, subject only to any confirmation of court that may be required by law; and,

(17) To employ others in connection with the administration of my Estate, including legal counsel, investment advisors, brokers, accountants and agents, notwithstanding the fact that the Executor may receive a direct or indirect financial benefit as a result of such employment or may otherwise be affiliated with any of them, and to pay reasonable compensation thereto in addition to that to be paid to the Executor.

4.B. **Power to Invest**. To retain for whatever period the Executor shall deem advisable any property, including property owned by me at my death, and to invest and reinvest any money of my Estate not reasonably required for the immediate administration of my Estate in any kind of property, real, personal, or mixed, and in any kind of investment, including but not limited to improved and unimproved real property, interest-bearing accounts, certificates of deposit, corporate and governmental obligations of any kind, preferred or common stocks, mutual funds (including mutual funds of the "load" and "no load" variety), investment trusts, money-market funds, taxable and tax-exempt commercial paper, repurchase and reverse repurchase agreements, and stocks, obligations, and shares or units of common trust funds of any corporate fiduciary;

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regardless of whether any particular investment would be proper for an Executor and regardless of the extent of diversification of the assets held hereunder.

4.C. **Power to Make Tax Elections**. To the extent permitted by law, and without regard to the resulting effect on any other provision of this Will, on any person interested in my Estate, or on the amount of taxes that may be payable, the Executor shall have the power to choose a valuation date for tax purposes; choose the methods to pay any death taxes; elect to treat or use any item for state or federal estate or income tax purposes as an income tax deduction or an estate tax deduction; disclaim all or any portion of any interest in property passing to my Estate at or after my death; and determine when an item is to be treated as taken into income or used as a tax deduction.

4.D. **Division or Distribution in Cash or in Kind**. In order to satisfy a pecuniary gift or to distribute or divide estate assets into shares or partial shares, the Executor may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind, with or without regard to tax basis. Property distributed to satisfy a pecuniary gift under this Will shall be valued at its fair market value at the time of distribution.

4.E. **Payments to Legally Incapacitated Persons**. If at any time any beneficiary under this Will is a minor or it appears to the Executor that any beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the Executor, in lieu of making direct payments to the beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to one or more suitable persons, as the Executor deems proper, such as a relative or a person residing with the beneficiary, to be used for the benefit of the beneficiary; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions, and the receipt of the person to whom such money or property is paid shall be a full and complete discharge to the Executor.

4.F. **Liability**. Unless due to such Executor's own willful default or gross negligence, no Executor shall be liable for such Executor's acts or omissions nor those of any co-Executor or prior Executor.

ARTICLE FIVE

TRUST ADMINISTRATION

5.A. **Trustee Defined**. Reference in this instrument to the "Trustee" shall be deemed a reference to whoever is serving as Trustee or co-Trustees, and shall include alternate or successor Trustees or co-Trustees, unless the context requires otherwise.

5.B. **No Bond Required.** No bond shall be required of any individual serving as a Trustee of any trust under this Will.

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5.C. **Compensation of Trustees.** Any corporate Trustee serving under this Will shall be entitled to reasonable compensation for its services in accordance with its standard schedule of trust fees, as existing from time to time. Individuals serving as Trustee shall be entitled to reasonable compensation for services rendered, payable without court order.

5.D. **Procedure for Resignation.** Any Trustee may resign at any time, without giving a reason for the resignation, by giving written notice, at least thirty (30) days before the time the resignation is to take effect, to any other Trustee then acting, to any persons authorized to designate a successor Trustee, to all living trust beneficiaries known to the Trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary), and to the successor Trustee. A resignation shall be effective on written acceptance of the trust by the successor Trustee.

5.E. **General Powers of Trustee.** To carry out the purposes of any trust created under this Will, and subject to any limitations stated elsewhere in this Will, in addition to all of the powers now or hereafter conferred on Trustees by law, the Trustee shall have all of the powers authorized by the Tennessee Uniform Trust Code (as though such powers were set forth herein) and, in addition, the Trustee shall have all of the following powers:

(1) With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide trust property; grant options for the sale or exchange of trust property, whether real property or personal property, whether tangible or intangible, for any purpose, whether the contract is to be performed or the option is to be exercised within or beyond the term of the trust; and lease trust property for any purpose, for terms within or extending beyond the expiration of the trust, regardless of whether the leased property is commercial or residential and regardless of the number of units leased.

(2) Engage in any transactions with the personal representative of my Estate that are in the best interest of any trusts under this Will.

(3) Manage, control, improve, and maintain all real and personal trust property.

(4) Subdivide or develop land; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation on exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration.

(5) Make ordinary or extraordinary repairs or alterations in buildings or other trust property, demolish any improvements, raze existing party walls or buildings, and erect new party walls or buildings, as the Trustee deems advisable.

(6) Employ and discharge agents and employees, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers, and appraisers, to advise and assist the Trustee

in the management of any trusts created under this Will, and compensate them from the trust property.

(7) With respect to securities held in trust, exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and pay assessments and other sums deemed by the Trustee necessary for the protection of the trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the Trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the trust any securities or other property received through the exercise of any of the foregoing powers.

(8) Hold securities or other trust property in the Trustee's own name or in the name of a nominee, with or without disclosure of the trust, or in unregistered form, so that title may pass by delivery.

(9) Deposit securities in a securities depository that is either licensed or exempt from licensing.

(10) Borrow money for any trust purpose from any person or entity on such terms and conditions as the Trustee deems advisable, and obligate the trust for repayment; encumber any trust property by mortgage, deed of trust, pledge, or otherwise, whether for terms within or extending beyond the term of the trust, as the Trustee deems advisable, to secure repayment of any such loan; replace, renew, and extend any such loan or encumbrance; and pay loans or other obligations of the trust deemed advisable by the Trustee.

(11) Procure and carry, at the expense of the trust, insurance in such forms and in such amounts as the Trustee deems advisable to protect the trust property against damage or loss, and to protect the Trustee against liability with respect to third persons.

(12) Enforce any obligation owing to the trust, including any obligation secured by a deed of trust, mortgage, or pledge held as trust property, and purchase any property subject to a security instrument held as trust property at any sale under the instrument.

(13) Extend the time for payment of any note or other obligation held as an asset of, and owing to, the trust, including accrued or future interest, and extend the time for repayment beyond the term of the trust.

(14) Pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecution, adjust, compromise, or settle any such claim, in whole or in part, and with or without consideration.

(15) At trust expense, prosecute or defend actions, claims, or proceedings of whatever kind for the protection of the trust property and of the Trustee in the performance of the

Trustee's duties, and employ and compensate attorneys, advisers, and other agents as the Trustee deems advisable.

(16) Accept additions to any trusts created by this Will, from any source and at any time; all such additions shall become a part of the trust and shall be held, administered, and distributed in accordance with the terms of the trust.

5.F. **Power to Retain Trust Property**. The Trustee shall have the power to retain property received into the trust at its inception or later added to the trust, without regard to whether the trust investments are diversified, until, in the judgment of the Trustee, disposition of the property should be made.

5.G. **Power to Invest**. The Trustee shall have the power to invest in and acquire every kind of property, real, personal, or mixed, and every kind of investment, including but not limited to improved and unimproved real property, corporate and government obligations of every kind, stocks (both preferred and common), shares of mutual funds of any character, shares of investment companies, interest-bearing accounts, and foreign assets. The Trustee is under no duty to diversify investments.

5.H. **Power Over Unproductive Property**. The Trustee shall have the power to retain or acquire unproductive or underproductive property.

5.I. **Power to Self-Deal**. The Trustee, acting as an individual or as a Trustee of a non-testamentary trust, shall have the power to perform the following acts with respect to the property of any trust under this Will: purchase property from or sell property to the trust at fair market value; exchange property for trust property of equal value; lease property from or to the trust at fair rental value; borrow funds from or lend or advance funds to the trust, with interest at then-prevailing rates, and give or receive security for the loans in any commercially reasonable form; and receive from any business in which the trust has an interest a reasonable salary and reimbursement of expenses while performing duties as a Trustee.

5.J. **Combining Multi-Trust Property**. Each trust created under this Will shall constitute a separate trust and be administered accordingly; however, the assets of all of the trusts may be combined for bookkeeping purposes and held for the trust beneficiaries without physical division into separate trusts until time of distribution.

5.K. **Division or Distribution in Cash or in Kind**. In order to satisfy a pecuniary gift or to distribute or divide trust assets into shares or partial shares, the Trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this Will shall be valued at its fair market value at the time of distribution.

5.L. **Spendthrift Clause**. The interests of each trust beneficiary under this Will are not transferable by voluntary or involuntary assignment or by operation of law, and shall be free

from the claims of creditors and from attachment, execution, bankruptcy, and other legal process, to the maximum extent permitted by law.

5.M. **Special Distributions.** If any income and/or principal of any trust hereunder ever vests outright under the provisions of this Will in a person not yet twenty-one (21), a person who suffers from substance abuse, or a person who the Trustee determines is incompetent or whose financial circumstances is such that failure to delay distributions will actually reduce the trust benefits to such person, then the Trustee, in the Trustee's discretion and without supervision of any court, shall hold or distribute the distribution for such person (hereinafter "the beneficiary") in accordance with the following provisions:

(1) *Under Age Twenty-One.* If a beneficiary is under the age of twenty-one and no other provision of this trust specifically addresses this possibility, the Trustee may either open a custodial account for the benefit of said beneficiary under the Uniform Transfer to Minors Act with a suitable person as the custodian or the Trustee may hold such beneficiary's distribution in a separate trust for such beneficiary, exercising as the Trustee of such trust all the administrative powers conferred in this Will., on the following terms and conditions:

(a) The Trustee may accumulate or distribute to or for such beneficiary such amount or amounts of income and/or principal of the trust as the Trustee determines from time to time during the term of the trust to be appropriate. The Trustee may make such distributions to or for the benefit of such beneficiary: (i) directly to the beneficiary; (ii) on behalf of the beneficiary for the beneficiary's exclusive benefit; (iii) to any account in a bank, credit union, mutual fund and/or brokerage firm either in the name of such beneficiary or in a custodial account for the benefit of said beneficiary under the Uniform Transfer to Minors Act with a suitable person as the custodian; (iv) in any form of an annuity; and, (v) to such beneficiary's guardian if one has been appointed by the Court. The receipt for distributions by any such person shall fully discharge the Trustee. In determining whether to make distributions, the Trustee may consider other resources of the beneficiary, trust resources and the future needs of the beneficiary during the term of the trust.

(b) This separate trust shall terminate and vest absolutely when the beneficiary attains age twenty-one (21), dies, or when the trust assets are exhausted by discretionary distributions. At such termination, the Trustee shall distribute the trust then on hand to the beneficiary or to the beneficiary's estate if the trust terminated at the beneficiary's death.

(2) *Substance Abuse Dependence.* If the Trustee reasonably believes that a beneficiary of any trust created under this Will is a person who routinely or frequently uses or consumes any illegal drugs or other illegal chemical substance so as to be physically or psychologically dependent upon that drug or substance; or, is a person who is clinically dependent upon the use or consumption of alcohol or any other legal drug or

chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by that doctor or psychiatrist; and, if the Trustee reasonably believes that, as a result of the use or consumption, the beneficiary is incapable of caring for himself or herself or is likely to dissipate the beneficiary's financial resources, the Trustee shall follow the procedures set forth below.

(a) The Trustee will request the beneficiary to submit to one or more examinations (both physical and psychological) determined to be appropriate by a board certified medical doctor or psychiatrist selected by the Trustee. The Trustee will request the beneficiary to consent to full disclosure by the examining doctor or facility to the Trustee of the results of all the examinations. The Trustee will maintain strict confidentiality of those results and will not disclose those results to any person other than the beneficiary without the beneficiary's written permission. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

(b) If, in the examining doctor's or psychiatrist's opinion, the examination indicates current or recent use of a drug or substance as described above, the beneficiary will consult with the examining doctor or psychiatrist to determine an appropriate method of treatment for the beneficiary. Treatment may include counseling or treatment on an in-patient basis in a rehabilitation facility. If the beneficiary consents to the treatment, the Trustee will pay the costs of treatment directly to the provider of those services from the income or principal otherwise authorized or required to be distributed to the beneficiary.

(c) If the examination indicates current or recent use of a drug or substance as described above, all mandatory distributions and all withdrawal rights from the trust with respect to the beneficiary during the beneficiary's lifetime (including distributions upon termination of the trust for reasons other than the death of the beneficiary) will be suspended until in the case of use or consumption of an illegal drug or illegal substance, examinations indicate no such use; and, in all cases of dependence, until the Trustee, in the Trustee's judgment, determines that the beneficiary is fully capable of caring for himself or herself and is no longer likely to dissipate his or her financial resources.

(d) While mandatory distributions are suspended, the trust will be administered as a discretionary trust to provide for the beneficiary according to the provisions of the trust providing for discretionary distributions in the Trustee's discretion and those provisions of the trust relating to distributions for the beneficiary's health, education, maintenance and support.

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(e) When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended may be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. If the beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of such beneficiary's share shall in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive me.

(f) It is not my intention to make the Trustee (or any doctor or psychiatrist retained by the Trustee) responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances. The Trustee (and any doctor or psychiatrist retained by the Trustee) will be indemnified from the trust for any liability in exercising its judgment and authority under this Will, including any failure to request a beneficiary to submit to medical examination and including a decision to distribute suspended amounts to a beneficiary.

(3) *Special Needs Trust.* If the Trustee reasonably believes that a beneficiary of any trust created under this Will is a person who is incompetent, or, is a person whose financial circumstances are such that failure to delay distributions will actually reduce the trust benefits to such person, the Trustee shall hold the distribution for such beneficiary further trust hereunder (hereinafter referred to as the "Special Trust") on the following terms and conditions:

(a) The primary purpose of this trust is to provide a supplemental and emergency fund to supplement any public benefits available to such beneficiary during his or her lifetime. It is my intent that the assets of the Special Trust shall, to the fullest extent permitted by law, be free from assignment or collection for the satisfaction of the claims of any creditors or government agencies. If this trust were to be invaded by creditors or subject to any liens or encumbrances, or if the terms of this trust were to be applied so as to cause such beneficiary's eligibility for public benefits to be terminated, it is likely that the trust assets would be depleted before his or her death and the purpose of this trust could not then be fulfilled.

(b) Until such beneficiary is, in the Trustee's judgment, no longer incapacitated, or such beneficiary's financial situation has changed significantly, the Trustee shall pay over to or for the benefit of such beneficiary as much of the net income and as much of the principal of the Special Trust, up to the whole thereof, as the Trustee, in the Trustee's sole discretion, from time to time deems necessary or advisable for the satisfaction of such beneficiary's special needs. For this purpose, "special needs" refers to the requisites for maintaining such beneficiary's good

health, comfort, safety, and welfare when, in the discretion of the Trustee, those requisites are not being provided for by any county, state, federal, or other governmental agency, or by any person or persons with a legal obligation to support such beneficiary. "Special needs" shall include, but not be limited to, medical and dental care, special equipment, programs of training, education, rehabilitation, travel needs and recreation not provided for or reimbursed by public benefits. The Trustee shall consult with any guardian, conservator, custodian, or other person who cares for such beneficiary regarding his or her special needs. Expenditures made by the Trustee under this section may include reasonable compensation to any person who provides for the special needs of such beneficiary as provided in this section. Any expenditure permitted by this section may be made either with or without prior court order.

(c) It is my intent that any payments or distributions from this trust to or for the benefit of such beneficiary shall supplement (but not replace) any public benefits or other private resources available to him or her. The Trustee may, in the exercise of the Trustee's discretion, seek as necessary all available public benefits for such beneficiary's benefit, and shall segregate any public benefits received by the Trustee for that purpose in a separate trust or account and administer the same for the benefit of such beneficiary. All public benefits received by the Trustee for that purpose, together with any other resources available to such beneficiary, shall be taken into account by the Trustee in making payments or distributions to or for the benefit of such beneficiary. The Trustee shall regularly consult with such beneficiary and any persons or entities providing care or assistance to such beneficiary for the purpose of determining such beneficiary's needs and resources. The Trustee shall not exercise the Trustee's discretion to make any payments or distributions to or for the benefit of such beneficiary if the Trustee determines, in the Trustee's sole discretion, that public benefits, private resources, or a combination of public benefits and private resources are reasonably available to such beneficiary to satisfy those needs.

(d) No part of the income or principal of the trust shall be used to replace or supplant public benefits of any county or any state, federal, or other governmental agency that has a legal responsibility to serve persons with disabilities or conditions that are the same as or similar to those of such beneficiary. For purposes of determining such beneficiary's eligibility for any public benefits, no part of the principal or undistributed income of the Trust Estate shall be considered available to him or her, and he or she shall have no right to compel the Trustee to release principal or income to him or her or for his or her benefit or otherwise to have any access to any of the trust assets. In the event that the Trustee is requested to release principal or income of the trust to or on behalf of such beneficiary to pay for any equipment, medication, services, or any other needs that any

public benefits would be authorized to provide for were it not for the existence of the trust, or in the event that the Trustee is requested to petition any court or any administrative agency for authorization to release principal or income for any purpose of that kind, the Trustee is authorized to deny the request and take whatever administrative or judicial steps may be necessary to continue the eligibility of such beneficiary for all available public benefits, including obtaining instructions from a court of competent jurisdiction that the trust principal is not available to such beneficiary for purposes of determining his or her eligibility for any public benefits. Any expenses of the Trustees in this regard, including reasonable attorney's fees, shall be a proper charge to the Special Trust.

(e) If any payment or distribution from the trust to or for the benefit of such beneficiary would have the effect of disqualifying him or her for any public benefits, or if all income of the Special Trust cannot be completely utilized for his or her special needs, the Trustee shall accumulate the trust income annually and add it to principal.

(f) The discretion of the Trustee shall not be subject to review by such beneficiary, his or her creditors and/or any governmental agency. Notwithstanding any other provision of this instrument, if the existence of the Special Trust, or any change in any law, regulation, or rule relating to the Special Trust or the administration of the Special Trust for the benefit of such beneficiary, should at any time have the effect of disqualifying him or her for any public benefits, or if such beneficiary, his or her creditors and/or any governmental agency shall ever bring any court action to force or require the Trustee to distribute to or for the benefit of such beneficiary a greater amount of income and/or principal than the Trustee, in the Trustee's absolute discretion, has determined to be appropriate, the Trustee is authorized (but not required) to terminate the trust and distribute the trust principal and income as provided in subsection (g); I request that any person who takes any part of the trust assets as the result of this termination power, conserve and manage such property for the benefit of such beneficiary during his or her lifetime to insure that he or she receives sufficient funds for his or her living needs when public benefits are unavailable or insufficient to satisfy those needs. This request is precatory, however, and is not mandatory.

(g) At such beneficiary's death, the Trustee shall distribute the Special Trust, as then constituted, in the manner hereinafter set forth for the distribution of such beneficiary's share in the event such beneficiary did not survive me.

(4) *Tax Savings Provisions.* Notwithstanding the provisions of the preceding subparagraphs or any other provision of my Will, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal

or state marital deduction or charitable deduction. Finally, nothing herein shall prevent a distribution mandated by the provisions hereof relating to the Maximum Duration of Trusts.

5.N. **Trustee's Liability**. No Trustee shall be liable to any interested party for acts or omissions of that Trustee, except those resulting from that Trustee's willful misconduct or gross negligence. This standard shall also apply regarding a Trustee's liability for the acts or omissions of any co-Trustee, predecessor Trustee, or agent employed by the Trustee.

5.O. **Written Notice to Trustee**. Until the Trustee receives written notice of any death or other event on which the right to payments from any trust may depend, the Trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by that event.

5.P. **Duty to Account**. The Trustee shall render accounts as frequently as is required by Tennessee law, at the termination of a trust, and on a change of Trustee, to the persons and in the manner required by law, except as such reporting shall be waived by such person. If the persons entitled to an accounting are minors, their accounting shall be delivered to their parents or guardian. If the persons entitled to an accounting are incapacitated, their accounting shall be delivered to their legal representative. Unless the accounting is objected to in writing within one hundred and eighty (180) days after mailing to the persons to whom the accounting is to be rendered, the account shall be deemed final and conclusive in respect to all transactions disclosed in the accounting. The accounting shall be binding on all persons interested in the trust, including those who are not known or who are not yet born. The records of the Trustee shall be open at all reasonable times to such inspections. The Trustee shall not be required to make any reports or accountings to the courts; however, nothing herein stated shall be deemed to restrict the Trustee from seeking judicial approval of the Trustee's accounts.

5.Q. **Maximum Duration of Trusts**. Regardless of any other provision herein, the Maximum Duration for Trusts is the longest period that property may be held in trust under this Will under the applicable rules of the State of Tennessee governing perpetuities, vesting, accumulations, the suspension of alienation and the like (including any applicable period in gross such as twenty-one (21) years or ninety (90) years). If under those rules the Maximum Duration for Trusts shall be determined (or alternatively determined) with reference to the death of the last survivor of a group of individuals alive upon my death, or at such other time that the application of such rules limiting the maximum duration of trusts is deemed to begin, those individuals shall consist of all beneficiaries (including future and/or contingent) of this Will (as hereinabove named) alive at my death. Any trust created hereunder must end immediately prior to such maximum duration and, thereupon, the Trustee shall pay over the principal, free from such trust, to the person or persons then entitled to receive the net income.

5.R. **Environmental Issues**. The Trustee may take into account any environmental law that may be relevant to any real estate included in the trust.

(1) The Trustee may inspect property held directly or indirectly as part of the Trust assets, including any interests in incorporated or unincorporated business entities, to

comply with environmental laws affecting this property and respond to a change in, or any actual or threatened violation of, any environmental law affecting property held as part of the Trust assets.

(2) The Trustee may appropriately respond to a change in, or prevent, abate or otherwise remedy any actual or threatened violation of any environmental law affecting property held as part of the Trust assets, either before or after the initiation of an enforcement action by any governmental body.

(3) The Trustee may refuse to accept the transfer to the Trust of additional property if the Trustee shall determine that this additional property either is or may reasonably be believed to be contaminated by any hazardous substance that could result in liability to the Trust.

(4) The Trustee may disclaim any power granted by any document, statute or rule of law that, in the discretion of the Trustee, may reasonably be expected to cause the Trustee to incur personal liability under any environmental law.

(5) The Trustee may charge the cost of any inspection, response or other action against the income or principal of the Trust.

(6) The Trustee shall not be personally liable to any beneficiary for any decrease in value because of the compliance by the Trustee with any environmental law, including any reporting requirement. Neither the acceptance by the Trustee of property nor the failure by the Trustee to inspect property shall create any inference as to whether or not there is or may be any liability under any environmental law with respect to such property.

(7) "Environmental law" means any Federal, state or local law relating to the protection of the environment or human health, and "hazardous substances" means any substances defined as hazardous or toxic or otherwise regulated by any environmental law.

5.S. **Generation Skipping Tax Provisions.** The purpose of this Paragraph is to place in one Paragraph as many provisions relating to generation skipping as is practical. In this Paragraph and in the generation skipping context generally, the term or any reference to the term "generation skipping tax" refers to the federal generation skipping transfer tax under Chapter 13 of the Code.

(1) Definitions. For purposes of this Trust Agreement the following generation skipping definitions apply:

(a) *Exempt.* The term "exempt" refers to property, or a trust or a share that has a generation skipping inclusion ratio of Zero (an applicable fraction for generation skipping purposes of One). This means that distributions from such a trust or with respect to such property are not subject to the

Generation Skipping Tax. References to an "Exempt Trust" or to an "Exempt Share" refer to or are a special titling for property that has or is to be established having an inclusion ratio of Zero.

(b) *Nonexempt.* The terms "Nonexempt Trust" or "Nonexempt Share" or "nonexempt" refer to property, or a trust or a share that has a generation skipping inclusion ratio of One (an applicable fraction for generation skipping purposes of Zero). This means that distributions from such a trust or with respect to such property are subject to the Generation Skipping Tax.

(c) *Trustee.* In this Paragraph, and in the generation skipping context generally, the term "Trustee" refers to the person or persons whom the Code authorizes to make the transferor election for qualified terminable interest property under Section 2652(a)(3) of the Code and to allocate the exemption under Section 2631(a) of the Code. However, if the Executor of my Will has that authority under the Code, then the term "Trustee" in this Paragraph and elsewhere when used in reference to those authorizations includes the Executor. A person acting as a Trustee shall not, however, be authorized to make or participate in any generation skipping election or allocation decision if making or participating in that decision would result in that person having a general power of appointment over the property which such person would not otherwise have. If this prohibition leaves no Trustee able to make elections and allocations, the Trustee for such limited purposes shall be filled in the manner hereinabove set forth in Article III.

(2) Exemption Allocation. In allocating my exemption, the Trustee may include or exclude from that allocation any property of which I am the transferor for generation skipping purposes, including property transferred before my death. The Trustee may base the decision on prior transfers, gift tax returns, and other information known to the Trustee; there is no requirement that the allocations proportionately, equally, or in any other particular manner benefit the various transferees or beneficiaries of that property.

(3) Separate Trusts for Exempt and Nonexempt Property. If any of my or another's exemption is allocated to property of a trust under this agreement or to the Exempt Portion of that trust, and the trust results in a generation skipping inclusion ratio of other than Zero, then the Trustee must immediately create two separate trusts so that each separate trust has a generation skipping inclusion ratio of either Zero (the Exempt Portion) or One (the Non-Exempt Portion). The Trustee does this by allocating to a Nonexempt trust the minimum amount of property needed to create that trust with an inclusion ratio of One, while leaving an Exempt trust with an inclusion ratio of Zero.

(a) If any of the separate trusts in this document terminate, partially terminate, are subdivided, or distributions are made from them, or are combined, the Trustee shall preserve the nonexempt (inclusion ratio of One) or exempt (Zero inclusion ratio) generation skipping character of the property in each

trust. Therefore, when the Trustee adds to or combines property with the property of another trust or trusts, or establishes trusts from one or more sources, the Trustee shall not combine or add nonexempt property with exempt property in a trust even if this requires the creation of more separate trusts with the same terms.

(b) For example, if the terms of Trust X direct that on its termination (or on the failure of a party to exercise a power of appointment) the Trustee shall add its property to another trust, then the Trustee shall add Trust X's exempt property only to the property in an exempt trust even if it is necessary to create another exempt trust for that exempt property, with the same terms as the terms of the recipient trust. Nonexempt property shall be combined only with the nonexempt property in a nonexempt trust even if it is necessary to create another nonexempt trust for that nonexempt property, with the same terms as the terms of the recipient trust.

(4) Combining or Separating Trusts Depending on Interests. To preserve the rights and to protect the interests of beneficiaries, the Trustee may combine trusts having the same inclusion ratio with the same terms for beneficiaries, or may separate trusts having the same inclusion ratio and different terms for different beneficiaries. In deciding whether and how to exercise this authority, the Trustee may consider efficiencies of administration, generation skipping tax and other transfer tax considerations, income taxes on the trusts and their beneficiaries, the beneficiaries' future needs, the desirability for different the Trustees for different trusts, and any other considerations the Trustee deems appropriate.

(5) General Power of Appointment. If the beneficiary has been given a Testamentary General Power of Appointment (hereinafter referred to as "GPA") in order to avoid or minimize the generation skipping transfer tax, then this subparagraph governs the use of the GPA:

(a) This GPA gives the beneficiary the power to appoint the assets subject to this power **only** to the creditors of the beneficiary's estate.

(b) The beneficiary may exercise the GPA alone and in all events; provided however, the GPA shall be effective to convey property other than as hereinabove set forth in the above Paragraph only if, at the time of the beneficiary's death, there would be a generation skipping transfer tax imposed on the property so appointed if this GPA were not granted to the beneficiary.

(c) The GPA can be exercised only in the beneficiary's will specifically referring to the GPA granted in the specific section of Article III of this Will. "Beneficiary's will" does not include a codicil.

ARTICLE SIX

CONCLUDING PROVISIONS

6.A. **Definition of Death Taxes**. The term "death taxes," as used in this Will, shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in my Estate or by reason of my death, including penalties and interest, but excluding any additional tax that may be assessed under Internal Revenue Code §2032A.

6.B. **Payment of Death Taxes**. The Executor shall pay death taxes as follows:

(1) Death taxes attributable to property inventoried in my probate estate shall be paid out of the residue of my Estate, and none of those death taxes shall be prorated or apportioned among the persons interested in that property; provided however, the assets, if any, over which I hold any taxable power of appointment at my death shall bear the entire increment and the burden of death taxes and other governmental charges to the extent that the total of such taxes and charges is greater than would have been imposed and made payable if I did not hold such a power of appointment, and to the extent required by law, I exercise such power of appointment in favor of the appropriate taxing authorities to discharge such taxes.

(2) Death taxes attributable to property not inventoried in my probate estate shall be prorated and apportioned among the persons interested in that property as provided by the laws of the State of Tennessee.

(3) Any state inheritance tax shall be paid by each beneficiary who has received a distribution of my estate which gives rise to such tax.

6.C. **Simultaneous Death**. If any beneficiary under this Will (excluding my wife) and I die simultaneously, or if it cannot be established by clear and convincing evidence whether that beneficiary or I died first, I shall be deemed to have survived that beneficiary, and this Will shall be construed accordingly. If my wife and I should die under such circumstances as would render it doubtful as to which of us died first, then it shall be conclusively presumed for the purposes of this Will that I predeceased my wife.

6.D. **Period of Survivorship**. For the purposes of this Will, a beneficiary (excluding my wife) shall not be deemed to have survived me if that beneficiary dies within three (3) months after my death.

6.E. **Guardian Ad Litem**. I direct that the representation by a guardian ad litem of the interests of persons unborn, unascertained, or legally incompetent to act in proceedings for the allowance of accounts hereunder be dispensed with to the extent permitted by law.

6.F. **Beneficial Interests**. The interest of any beneficiary in any share or part of this Will, both as to principal and income, shall not be alienable, assignable, attachable, transferable nor paid by way of anticipation, nor in compliance with any order, assignment or covenant and shall not be applied to, or held liable for, any of their debts or obligations either in law or equity and

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shall not in any event pass to his, her or their assignee under any instrument or under any insolvency or bankruptcy law, and shall not be subject to the interference or control of creditors, spouses or others.

6.G. **No-Contest Provision.** To the extent permitted under the laws of the State of Tennessee, in the event any beneficiary under this Will shall, singly or in conjunction with any other person or persons, undertake any of the following actions then the right of that person to take any interest given him or her by this Will shall be determined as it would have been determined had the person predeceased me without being survived by issue:

(1) Directly contests in any court the validity of my Will.

(2) Seeks to obtain adjudication in any proceeding in any court that my Will or any of its provisions are void.

(3) Seeks otherwise to set aside my Will or any of its dispositive provisions.

(4) Seeks to obtain adjudication in any proceeding in any court challenging the transfer of any property to or from my estate on the grounds that such property was not mine at the time of the transfer or at the time of my death.

(5) Files a creditor's claim against my estate or prosecutes an action against my estate or this trust for any claim for damages or services alleged to have been incurred during my lifetime.

My Executor is hereby authorized to defend, at the expense of my estate, any contest or other attack of any nature on my estate, this Will or any of its provisions.

6.H. **Captions**. The captions appearing in this Will are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this Will.

6.I. **Severability Clause**. If any provision of this Will is invalid, that provision shall be disregarded, and the remainder of this Will shall be construed as if the invalid provision had not been included.

6.J. **Governing Law**. All questions concerning the validity and interpretation of this Will, shall be governed by the laws of the State of Tennessee in effect at the time this Will is executed.

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IN WITNESS WHEREOF, I make and publish this as my Last Will and Testament, hereunto signing and subscribing my name this 28th day of September, 2009, in the presence of Bethany Powell and Jeremy Pharr, attesting witnesses, who have at my request and in my presence, and in the presence of each other also subscribed their names hereto as attesting witnesses on this date.

William Lloyd Allen, Testator

The above and foregoing instrument was herenow signed, published, and declared by William Lloyd Allen as his Last Will and Testament in our presence, and we, and each of us, in his presence, and in the presence of each other, at his request, subscribe our names hereunto as attesting witnesses this the 28th day of September, 2009.

Witness

Witness

THE STATE OF TENNESSEE §
§
COUNTY OF WILLIAMSON §

AFFIDAVIT BY WITNESSES TO LAST WILL AND TESTAMENT

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM LLOYD ALLEN, Testator, and the above-named witnesses, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said WILLIAM LLOYD ALLEN, Testator, declared to me and to the said witnesses in my presence that said instrument is his Last Will and Testament, and that he had willingly made and executed it as his free act and deed without undue influence or coercion; and the said witnesses, each on their oath stated to me, in the presence and hearing of the said Testator, that the said Testator had declared to them that said instrument is his Last Will and Testament, and that he executed the same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and at his request; that he was at that time eighteen (18) years of age or over, and was of sound mind.

William Lloyd Allen, Testator

Witness

Witness

SUBSCRIBED AND SWORN TO before me by the said WILLIAM LLOYD ALLEN, Testator, and by the above-named witnesses, this 28th day of September, 2009.

Notary Public, State of Tennessee

MY COMMISSION EXPIRES
OCTOBER 24, 2010

My Commission Expires:_____

MELINDA MAGYAR
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

First American Title Insurance Company

Schedule B (Continued)

Agent's File No.: **12-03-14149**

TRACT 1:

Beginning at a point in the Nolensville Pike, at the Northernmost corner of Tract No. 1 (described in the Decree of record in Deed Book 2802, Page 347 of the Register's Office of Davidson County, Tennessee); thence in a Northerly direction curving with the center of said Nolensville Pike, 26.7 feet to a point; thence continuing with the center of said pike North 31 deg. 45 min. W, 269.4 feet to a point in the center of said Pike; thence with a fence South 55 deg. W. 175.5 feet to an iron pin; thence, with a fence, N. 44 deg. W. 208 feet to a gate; thence South 61 deg. W. 258.7 feet to a 12 inch cedar; thence N. 64 deg. 45 min. West 169 feet to a point in the center of Old Holt Road; thence North 58 deg. 30 min. W. 485 feet to a point in the center of New Holt Road; thence N. 76. deg. 40 min. W 605.6 feet to a point in the center of New Holt Road; thence with the center of a 16 1/2 foot lane S. 4 deg. 30 min. W. 1093 feet to a post in a fence line; thence with said fence S. 4 deg. 30 min. W. 172 poles more or less to an iron pin in Pinkerton's line; thence with a fence and Pinkerton's line S. 86 deg. 45 min. E 1452 feet to an iron pin; thence with a fence and Pinkerton's line N.2 deg. 45 min. E. 808.5 feet to a set pile of stone located between a 12 inch hackberry and a 10 inch cedar; thence with Pinkerton's line S. 86 deg. 45 minutes E 313 feet to a R. R. spike in the center of Bluff Road; thence with the center of Bluff Road N. 0 deg. 15 min. W, 175 feet to a point; thence continuing with the center of Bluff Road N. 2 deg. 15 min. E. 197.4 feet to a R. R. spike; thence continuing with the center of said road N. 10 deg. E. 134 feet, N. 21 deg. E, 255 feet, N, 8 deg. 45 min. E, 182 feet to a point in the center of said road; thence with the center of said road N. 19 deg. 45 min. E. 87 feet, more or less, to a point being the Southernmost corner of said Tract No. 1; thence with the line of Tract No. 1 N. 42 deg. 50 min. W. 138 feet, more or less, to an iron pin; thence continuing with the line of Tract No. 1 N. 61 deg. 35 min. W, 196 feet, N. 65 deg. 15 min. W, 318.5 feet, N. 7 deg. 40 min. E. 518 feet, N. 59 deg. 15 min. E. 578.5 feet, N. 49 deg. 30 min. E, 182 feet to the point of beginning, containing 124.4 acres, more or less, according to survey made by George W. Watkins, Surveyor, on Feb. 14, 1958.

Being the same property conveyed to C.P. Williams, Jr. by a decree from the Chancery Court of Nashville, Tennessee, in Case No. 79083 with final Decree being recorded in Deed Book 2802, Page 347 of the Register's Office of Davidson County, Tennessee.

Included in the above description but excluded herefrom is the following described property, conveyed to John H. Byrd, Jr. and wife, Bettie Knight Byrd by deed from C.P. Williams, Jr. of record in Book 2859, Page 467, in the Register's Office of Davidson County, Tennessee:

Beginning at a point in the center of New Holt Road, which point is S. 76 deg. 40' E., 500 feet from the N.W. corner of a tract of land title to which was vested in C.P. Williams, Jr., by decree of Part I, Chancery Court of Davidson County, Tennessee, in the cause of C.P. Williams, Jr., vs. Nellie Mae Williams, et al, Minute Book 183, Page 390, Minutes of said Court, the same appearing of record in the office of the County Register of Davidson County, Tennessee, in Book 2802, Page 347, which tract is described in such decree as Tract III, running thence generally S. 10 deg. W, 264 feet to a point, (iron pin) (which point is S. 76 deg. 40' E. 475 feet from a point in the Westerly boundary line of said Tract No. III S. 4 deg. 30' W. 264 feet from the said N.W. corner of Tract III); thence generally S. 76 deg. 40' E. with a line parallel to the center of New Holt Road, 156 feet to a point; thence generally N. 10 deg. E., passing the center of Old Holt Road, 264 feet to a point in center of New Holt Road; thence with

the center of New Holt Road N. 58 deg. 30' W. 50.4 feet, and N. 76 deg. 40' W, 105.6 feet, a total of 156 feet to the point of beginning.

Included in the above description but excluded herefrom is the following described property conveyed to State of Tennessee:

Beginning at the point of intersection of the existing margin of S.R. 11 and the Northwest boundary of the Robert J. Morris, Jr. property, said point of intersection being 35.85 feet left of S.R. 11 proposed centerline station 56+56.33; thence with said boundary South 46 degrees 35 minutes 26 seconds West 21.46 feet to a point, said point being 56.57 feet left of S.R. 11 proposed centerline station 56+52.06; thence with the proposed West margin of said road North 21 degrees 55 minutes 27 seconds West 175.18 feet to a point, said point being 35.21 feet left of S.R. 11 proposed centerline station 58+25; thence with said existing margin Southerly 169 feet, more or less to the point of beginning and containing 1,749 square feet.

Being the same property conveyed to the State of Tennessee by Warranty Deed from William Lloyd Allen & Lunette Pharr, recorded on the 3rd day of October, 1997 in Deed Book 10632, Page 678, in the Register's Office of Davidson County, Tennessee.

TRACT 2:

Beginning at the intersection of Old Holt Road and the new location of Holt Road at an iron pin, thence with the new location of Holt Road South 77 1/2 deg. E. 39.6 feet to the beginning of a curve; thence Easterly around a curve 637.3 feet to a point in said new road; thence leaving said road South 1/2 deg. West 215.7 feet, South 32 deg. W.46.2 feet, South 51 deg. W 132 feet, South 71 1/2 deg. West, 66 feet, N. 70 1/2 deg. W, 141.9 feet, and N. 59 deg. W. along the margin of Old Holt Road 368 feet to the beginning, containing 2.3 acres, more or less.

Being the same property conveyed to C.P. Williams, Jr. by a deed from Mrs. Leslie Carroll Cochran, of record in Book 3249, Page 513, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Lunette Allen Pharr and William Allen by Quitclaim Deed from Sarah Williams, recorded on the 11th day of April, 2008 in Instrument No. 20080411-0036826 and Scrivener's Deed recorded at Instrument No. 20081202-0116850, in the Register's Office of Davidson County, Tennessee.

The said C.P. Williams, Jr. having since died testate devising a life estate in the subject property to J.H. Byrd, Jr. by his Last Will and Testament of record in Will Book 98, Page 315, Probate Clerk's Office for Davidson County, Tennessee. Said will states that upon the death or the non-compliance to the terms of the will by J.H. Byrd, Jr., a life estate shall be reserved unto Sarah Elizabeth Williams, with the remainder to the children of Nellie Mai Williams. If the said J.H. Byrd, Jr. is predeceased by the said Sarah Elizabeth Williams and he complies with the terms of the aforementioned will, the remainder shall vest in the children of J.H. Byrd, Jr., as one-half undivided interest and in the children of Nellie Mai Williams as to a one-half undivided interest.