Karen Y Johnson Davidson County
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20180920-0093504

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, do hereby certify that the foregoing is a true and complete copy of the **LAST WILL AND TESTAMENT** heretofore assigned to Seventh Circuit Court (Probate Division) for Davidson County, Tennessee, Case No. **18P1562.**

ESTATE OF CHARLINE HICKS WINSTEAD

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 13th day of September in the year Two Thousand and Eighteen.

RICHARD R. ROOKER, Clerk

By: _____ Deputy Clerk

RICHARD R. ROOKER CIRCUIT COURT CLERK

FILED
SEP 13 2018
RICHARD R. ROOKER, Clerk
By [illegible] Deputy

LAST WILL AND TESTAMENT
OF
CHARLINE HICKS WINSTEAD

I, CHARLINE HICKS WINSTEAD, a resident of Davidson County, Tennessee, being of sound mind and disposing memory, do hereby make, publish and declare this as my Last Will and Testament, hereby revoking all Wills and Codicils heretofore made by me.

1. Appointment of Executor. I nominate and appoint my son, Charles David Little, as Executor of this my Last Will and Testament, and I direct that no bond shall be required. In the event my son ceases or fails to serve, then I nominate and appoint my son's spouse, Marla Jean Little, as Executor, without bond. In the event that my son's spouse fails or ceases to serve in such capacity, then I nominate and appoint my granddaughter, Laura Little Hogue, as Executor, without bond. Whenever the term "Executor" is used herein, it shall be deemed to apply to the party or parties acting, and any reference to such party or parties in one gender shall be deemed to mean the proper gender.

2. Appointment of Trustee. I nominate and appoint my son's spouse, Marla Jean Little, as testamentary Trustee of any trusts herein created, and I direct that no bond shall be required. In the event that my son's spouse fails or ceases to serve in such capacity, then I nominate and appoint my granddaughter, Laura Little Hogue, as Successor Trustee, without bond. Whenever the term "Trustee" is used herein, it shall be deemed to apply to the party or parties acting, and any reference to such party or parties in one gender shall be deemed to mean the proper gender.

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

4. Administration of Real Property. I give to my Executor all real property which I may own at the time of my death and direct my Executor to hold, administer and distribute my real property as a part of my probate estate. It is my intention that my Executor have possession and control of my real property during the period of administration, including the power to sell, lease, encumber and otherwise convey all or any portions of such real property or interests therein without the joinder of any beneficiary of my estate or the approval of any court.

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5. Payment of Debts and Taxes. I direct that all of my legally enforceable debts, funeral expenses, and expenses in connection with the administration of my estate be paid as soon as may be convenient after my death, except that any debt secured by a mortgage, pledge, or similar encumbrance on property owned by me at the time of my death may be retained in the discretion of my Executor and such property shall pass subject to such mortgage, pledge, or similar encumbrance. I further direct that all transfer, estate, inheritance and other death taxes (but not any generation-skipping transfer taxes) which are payable because of my death, including any interest or penalties thereon, with respect to the property comprising my estate for such tax purposes, whether or not such property passes under this Will and whether such taxes are payable by my estate or by any recipient or beneficiary of any such property, shall be paid entirely out of my residuary estate without apportionment and with no right of reimbursement from any recipient or beneficiary of any such property. I direct that the proceeds of any life insurance payable to my estate or to my Executor may be used for the payment of debts or taxes.

6. Disposition of Tangible Personal Property. I give all furniture, household furnishings, automobiles, personal effects and all other items of tangible personal property which I own at the time of my death to my son, Charles David Little, provided he survives me, or to his issue, per stirpes, if he does not survive me. My Executor may distribute the share of any minor beneficiary directly to such beneficiary or to the person with whom such beneficiary is making his or her home, or to a custodian for such beneficiary under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state, or in such other fashion as my Executor deems appropriate, without the requirement of the appointment of a guardian for such beneficiary or the approval of any court. If in the discretion of my Executor any of my tangible personal property is not suitable for immediate delivery, my Executor may retain such property in safekeeping for future delivery. My Executor shall pay all expenses associated with safeguarding, insuring, packing, storing, delivering, and distributing the tangible personal property, and such expenses shall be deemed to be a proper part of the expenses of administering my estate. I hope that the recipient or recipients of my tangible personal property will dispose of the same in accordance with my wishes, however made known, but I impose no legal or equitable obligation in this regard.

7. Disposition of Residuary Estate. I give all the rest and residue of my property, real, personal and mixed, of whatever kind and character and wherever situated, including the proceeds of any insurance policies payable to my estate, to my son, Charles David Little, provided he survives me. If my son, Charles David Little, does not survive me, then all the rest and residue of my property, real, personal and mixed, of whatever kind and character and wherever situated, including the proceeds of any insurance policies payable to my estate, shall be placed in a trust for Charles David Little's spouse, Marla Jean Little, and his issue to be known as the Little Family Trust. The Little Family Trust shall be held, administered and distributed according to the following terms:

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(a) Income During Marla Jean Little's Lifetime. During the life of Charles' spouse, Marla Jean Little, the income from the Family Trust, in the discretion of the Trustee, shall be

(1) Paid to Charles' spouse, Marla Jean Little. Paid over in whole or in part to or for the benefit of Marla Jean Little in order to provide for her maintenance in health and reasonable comfort; or

(2) Paid to Charles' Issue. Paid over in whole or in part to or for the benefit of any or all of Charles' issue, in order to provide for their education and maintenance in health and reasonable comfort, with no requirement of equalization among beneficiaries; or

(3) Accumulated. Accumulated in whole or in part and added to the corpus of the trust.

In exercising its discretion with respect to the distribution of income from the trust, the Trustee is directed to consider the needs of Charles' spouse, Marla Jean Little, in accordance with the standards set forth above (after taking into consideration Marla's other sources of income and means of financial support) before the needs of any other beneficiary are considered.

(b) Disposition of Trust Assets Upon Marla Jean Little's Death. Upon the death of Charles' spouse, Marla Jean Little the Little Family Trust shall vest in the issue of Charles David Little, per stirpes; provided, however, that in the event that any beneficiary is under fifty-five (55) years of age, the share for such beneficiary of mine shall be distributed to the Trustee hereinabove named, as Trustee, to be held in a trust named for such beneficiary of Charles. A trust named for a beneficiary of Charles shall vest indefeasibly in such beneficiary, and each beneficiary shall receive distribution of his or her share upon attaining fifty-five (55) years of age. If a beneficiary in whom a share of a trust has vested indefeasibly under the terms of this paragraph dies before attaining fifty-five (55) years of age, then upon the death of such beneficiary his or her share of the trust shall be distributed to such beneficiary's estate.

8. Encroachments on Corpus. If at any time or times the Trustee in its discretion be of the opinion that it is necessary to encroach upon the corpus of any trust established herein in order to provide adequately and properly for the education (including college and professional education) and maintenance in health and reasonable comfort of a person (other than my spouse) who is a permissible recipient of income therefrom at the time the encroachment is to be made, then the Trustee is authorized to encroach upon the corpus of any such trust to the extent which the Trustee deems necessary or proper for such purpose (after first taking into consideration such beneficiary's income, capital resources, and the other sources of support for such beneficiary, as well as the ability of such beneficiary to provide for his or her own needs), this power to be a continuing one. Any encroachments made from a trust at a time when the income therefrom may in the

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Trustee's discretion be accumulated or sprinkled disproportionately among various beneficiaries shall be charged against the particular trust estate as a whole and shall not be charged against the share of any beneficiary. Any other encroachments shall be charged against the shares of the beneficiaries for whom such encroachments are made.

9. Spendthrift Provisions. No part of any trust herein created, nor the income therefrom, is to be subject to execution or other legal process for any obligation of any beneficiary or subject to the claims of creditors of any beneficiary in any manner, nor shall any beneficiary have the power to sell or mortgage or encumber same, or any part thereof, nor anticipate the same, or any part thereof, by assignment or otherwise, except as expressly authorized by any powers of appointment contained herein.

10. Perpetuities Savings Clause. All trusts created in this document shall terminate on the date required by the Tennessee rule against perpetuities (unless sooner terminated in accordance with the terms of this document), and at such time any such trust created hereunder which is still in existence shall immediately terminate and the properties therein shall be distributed to the beneficiaries thereof irrespective of their ages, per stirpes.

11. Simultaneous Death. In the event my spouse and I shall die simultaneously, or under circumstances which make it difficult to determine which of us died first, I direct that I shall be deemed to have survived my spouse for the purposes of this instrument, and I direct further that the provisions of this instrument shall be construed upon that assumption, irrespective of any provision of law establishing a contrary presumption or requiring survivorship for a fixed period as a condition of taking property by inheritance.

12. Resignation, Removal and Appointment of Trustees.

(a) Resignation. Any Trustee shall have the right to resign as Trustee upon thirty (30) days' prior written notice to the then income beneficiaries, such notice to be given to the natural or legal guardian or conservator of any beneficiary who is under a legal disability.

(b) Designation of Co-Trustee. Subject to the limitation on the number of trustees as described below, any individual who is serving as a Trustee of any trust established herein may appoint one or more persons or entities to serve as Co-Trustee of such trust, provided that if there are already one or more Co-Trustees then serving, then no appointment of an additional Co-Trustee shall be effective without the prior written consent of all of the other then acting Co-Trustees. Such Trustee may make this appointment at any time during such Trustee's life, and any such appointment shall become effective at such time as may be specified in the appointment and upon such Co-Trustee's written acceptance of the duties of the Trustee hereunder. Such appointment shall be made in writing with written notice thereof to be provided to all persons who are permissible recipients of income at the time the appointment is made. Any such Co-Trustee shall be subject to the removal powers described below.

successor Trustee in place thereof, provided that any such successor Trustee appointed by such person or persons must be a bank or a trust company (which shall not be required to be a Tennessee corporation) having assets then under management in a fiduciary capacity of at least two hundred fifty million dollars ($250,000,000.00).

(3) Appointment of Trustee by Court. If there is at any time a vacancy in the office of Trustee and such vacancy is not filled pursuant to the above provisions, then the successor Trustee shall be one or more persons and/or entities as may be designated by such court as may have jurisdiction over the trust.

(c) Legal Capacity of Trustee. An individual serving as a Trustee of any trust established herein shall cease to serve as such Trustee whenever such individual is

not of legal capacity. An individual shall be presumed to be "not of legal capacity" if such individual is by reason of illness or mental or physical disability unable to give prompt and intelligent consideration to such individual's financial matters, as certified in a writing signed by the physician regularly attending such individual, if any, otherwise by a physician who has examined such individual.

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

(g) Bond. No bond or other security shall be required of any successor Trustee.

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

(i) Number of Trustees. At no time shall there be more than five Trustees of any trust established herein.

(j) Actions by Trustee by Majority Vote. At all times at which there is more than one Trustee of any trust established herein, any actions taken by a majority of the Co-Trustees shall be controlling and shall be necessary to constitute proper and valid actions of the Trustee.

13. Powers of Executor and Trustee.

(a) In General. In addition to all powers given under applicable law, my Executor shall have all the powers enumerated in Tennessee Code Annotated Section 35-50-110, and the Trustee shall have all the powers enumerated in Tennessee Code Annotated Sections 35-15-815 and 35-15-816, and the introductory paragraph and all subparagraphs of such statutes, to the extent not inconsistent with the express provisions hereof, are hereby incorporated herein by reference.

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

(c) Facility of Payment. Whenever income may be paid to a beneficiary or whenever the Trustee encroaches upon the corpus of the trust for the benefit of a beneficiary, such income or corpus may be paid to such beneficiary directly or to anyone else for the use or benefit of such beneficiary, irrespective of the age or mental competency of the beneficiary, as the Trustee deems proper, and the receipt of the person to whom the payments are made shall be a sufficient

shall the Trustee have the authority to exercise any power given to the Trustee for the purpose of discharging any obligation which the Trustee might have, including obligations of support.

14. Miscellaneous.

(a) Adopted Persons Included. For all purposes under this instrument, persons who are adopted prior to attaining twenty-two (22) years of age shall be deemed to be persons who are natural-born descendants of the persons adopting them.

(b) "Per Stirpes" Distributions. Whenever property is to be divided "per stirpes" among the then living issue of an individual, said property shall be divided into as many equal shares as there are children of that individual then living and children of that individual then deceased with issue then living, and each share for the then living issue of each deceased child shall be redivided in the same manner into shares for that deceased child's then living issue.

(c) Supplemental Information; Exercise of Limited Powers of Appointment. Whenever a person is given a power of appointment that may not be exercised in favor of the person, the person's creditors, the person's estate, or the creditors of the person's estate, such power shall not be exercisable for the purpose of

discharging any legal obligation of said person (including obligations of support), and the Trustee shall not be authorized to deliver any portion of the trust to an appointee unless the Trustee has determined that the property so received will not be used to provide for the support of the appointee (if said person is obligated to support the appointee) or otherwise to discharge any legal obligation which such person has to such appointee.

15. Waiver of Requirement of Inventory and Accountings. I hereby expressly excuse my Executor from filing any inventory, interim accountings, and final accounting which might otherwise be required pursuant to applicable law, unless such reports are specifically requested by any beneficiary of my residuary estate.

IN WITNESS WHEREOF, I have hereunto set my hand on this 29 day of August, 2016, to this my Last Will and Testament, and have subscribed each of the foregoing seven (7) pages at the bottom thereof for the purpose of identification.

x Charline Hicks Winstead
CHARLINE HICKS WINSTEAD

Signed, signified and declared by the said CHARLINE HICKS WINSTEAD (the "Testator"), being of sound mind and disposing memory, as and for the Testator's Last Will and Testament, in the presence and sight of us, present at the same time, who, at the Testator's request, in the Testator's presence and sight, and in the presence and sight of each other, have subscribed our names as attesting witnesses on the day and year last above written.

WITNESSES:

Pamela Nash ADDRESS: 164 Milk Plant Rd., Sparta, TN 38583

Joshua Cannon ADDRESS: 343 Raintree Drive, Livingston, TN 38570

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AFFIDAVIT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Pamela Nash and Joshua Cannon, being severally duly sworn, depose and say that:

We are acquainted with CHARLINE HICKS WINSTEAD (the "Testator"), who executed this annexed Last Will and Testament, consisting of eight (8)) typewritten pages, dated Aug 29, 2016, on that date at Nashville, Tennessee, by subscribing the Testator's name at the end thereof in the presence and sight of each of us.

At the time of subscribing said Will, the Testator declared the instrument so subscribed by the Testator to be the Testator's Last Will and Testament, and we thereupon signed our names as witnesses at the end of said instrument at the Testator's request and in the Testator's presence and sight, and in the presence and sight of each other.

At the time of executing said Last Will and Testament, the Testator was over the age of eighteen years and in our opinion was of sound mind, memory and understanding and not under any restraint or in any respect incompetent to make a Last Will and Testament.

This affidavit is made at the request of the Testator.

The annexed Last Will and Testament was examined by the undersigned witnesses at the time this affidavit was made.

Pamela Nash

Joshua Cannon

SWORN TO AND SUBSCRIBED before me, this 29th day of August, 2016.

Tamara Rufener
NOTARY PUBLIC

My Commission Expires:
9-10-18

TAMARA RUFENER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 09-10-2018

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STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, do hereby certify that the foregoing is a true and complete copy of the **ORDER FOR MUNIMENT OF TITLE** heretofore assigned to Seventh Circuit Court (Probate Division) for Davidson County, Tennessee, Case No. **18P1562**.

ESTATE OF CHARLINE HICKS WINSTEAD

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 13th day of September in the year Two Thousand and Eighteen.

RICHARD R. ROOKER, Clerk

By: _____ Deputy Clerk

IN THE SEVENTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
PROBATE DIVISION

FILED
SEP 13 2018
Richard R. Rooker, Clerk
By: Deputy

IN RE:	)	
	)	
ESTATE OF CHARLINE HICKS WINSTEAD,	)	NO. 18P-1562
	)	
DECEASED.	)	

ORDER ADMITTING WILL TO PROBATE WITHOUT ADMINISTRATION AND FOR MUNIMENT OF TITLE PURPOSES ONLY

This cause came to be heard on this day before the Special Probate Master, upon the Petition of Charles David Little ("Petitioner") to probate the last will and testament of Charline Hicks Winstead ("Decedent") without administration and for muniment of title purposes only. The Court finds as follows:

1. Will. Petitioner produced before the Court a certain paper writing purporting to be the last will and testament of Charline Hicks Winstead, dated August 29, 2016, consisting of eight (8) typewritten pages, having the name of Charline Hicks Winstead signed thereto, and being subscribed by Pamela Nash and Joshua Cannon as attesting witnesses (the "Will"). Petitioner moved that the foregoing paper writing be admitted to probate and recorded as the last will and testament of Decedent.

2. Decedent and Will Execution. It appeared to the Court from the sworn Petition and from the affidavit of the witnesses that said paper writing was written in the lifetime of Decedent, and was signed by Decedent in the presence and sight of the witnesses, who at Decedent's request, in Decedent's presence and sight, and in the presence and sight of each other, subscribed their names thereto as attesting witnesses; that said instrument was executed by Decedent on the day it bears date as and for Decedent's last will and testament; that Decedent was at the time of sound mind and disposing memory and was more than 18 years of age; that Decedent died on August 1, 2018; and that Decedent's usual place of residence at the time of Decedent's death was in Davidson County, Tennessee.

3. Probate For Muniment of Title Only. It is not necessary to appoint a personal representative at this time, and the Will is only being offered for probate for the limited purpose of establishing muniment of title to any real estate or personal property owned by Decedent.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that said paper writing dated August 29, 2016 constitutes the true, whole, and last will and testament of Charline Hicks Winstead, deceased, and the same is hereby admitted to probate as such and the Clerk is directed to file and record the same.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that no personal representative shall be appointed at this time and no Letters Testamentary shall be issued at this time.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that notice to the creditors of Decedent's estate pursuant to T.C.A. § 30-2-306 is ~~hereby waived~~ not necessary for muniment. SP

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Clerk certify a copy of the Will admitted to probate and this Order so that such can be duly recorded as a muniment of title in accordance with T.C.A. § 32-2-111 and § 32-5-109.

It is so ORDERED.

Entered this 13th day of September, 2018.

Special Probate Master

APPROVED FOR ENTRY:

DAVID H. MAYER (No. 34345)
MICHAEL D. SONTAG (No. 11142)
Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201
615-742-6200
Attorneys for Petitioner

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True Copy Certification

I, _Cody Henson_, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, _Lucretia Albert_, a notary public for this county and state, _Cody Henson___ who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Lucretia Albert

Notary's Signature

My Commission expires: 5-6-19

Notary's Seal (if on paper)

