This instrument prepared by and after recording, return to:
John Michael Garrett, Esq.
5115 Maryland Way, Suite 101
Brentwood TN 37027
615-372-0277

From information provided by parties.
No title search requested or performed.

EXECUTOR'S DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Map Parcel Numbers
(NAME) Anice Doak	(NAME) Same as new owner	Map and Parcel
(STREET ADDRESS) 1707 George Thomas Drive		143 03 0D 116.00
(CITY) (STATE) LaVergne Tn 37086		

JUNE BROWN DOAK died on January 21, 2019, leaving a will dated February 23, 2011. The Will was admitted to probate on May 7, 2019 in the Davidson County Probate Court, Docket #19P849. An Order of Probate was signed by Judge Randy Kennedy on May 23, 2019, entering the Will into probate (see Exhibit "A", Order). The Will named **ANICE DOAK and ARTHUR G. DOAK** as Co-Executors of the said Estate which was approved by the Court (See Exhibit "B", Letters of Testamentary). The said **JUNE BROWN DOAK** owned property located at 116 Harpeth Trace Summit, Nashville, TN 37221. The Will of JUNE B. DOAK vests this property to **ANICE DOAK and ARTHUR G. DOAK** (see Exhibit "C", Will).

The following tract is situated in Davidson County, Tennessee and is described as follows:

Being Unit No. 116 in a Horizontal Property Regime located on the plan of Harpeth Trace Condominiums of record in Book 5050, page 47, Register's Office, Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.

Being the same property conveyed to June B. Doak a/k/a June Brown Doak, by deed of record in Book 5286, page 925, Register's Office, Davidson County, Tennessee.

The Co-Executors, **ANICE DOAK and ARTHUR G. DOAK,** by signing this Deed, releases, remises and forever quitclaims unto **ANICE DOAK and ARTHUR G. DOAK,** all of the right, title and interest of the Decedent and the Decedent's Estate in and to the above-described property.

The Co-Executors further state that all debts of the Estate have been paid, TennCare release having been filed with the Court, and that there are no taxes due to the State of Tennessee.

Said property is conveyed subject to any and all matters that may be of public record.

Dated this 14th day of Dec., 2019.

Karen Johnson Davidson County
Batch# 342828 **DEEDWARR**
01/14/2020 09:28:33 AM 22 pgs
Fees: $112.00 Taxes: $0.00

20200114-0004816

Estate of June Brown Doak, deceased

By: _____
Anice Doak, Co-Executor

Estate of June Brown Doak, deceased

By: _____
Arthur G. Doak, Co-Executor

STATE OF TENNESSEE)
COUNTY OF Rutherford

Personally appeared before me, the undersigned, a Notary for said State and County, **Anice Doak**, in her capacity as a Co-Executor of the Estate of June Brown Doak, Deceased, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Smyrna, Tennessee, this 14 day of December, 2019.

CHRISTINE GARCIA NOTARY STATE OF TENNESSEE PUBLIC RUTHERFORD COUNTY

_____
Notary Public
My Commission Expires: 10/22/2023

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary for said State and County, **Arthur G. Doak**, in his capacity as a Co-Executor of the Estate of June Brown Doak, Deceased, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Nashville, Tennessee, this 18th day of December, 2019.

SEAN GORDON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

_____
Notary Public
Sean Gordon
My commission expires
May 02, 2022
My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration for this transfer is $-0-.

X _____
Affiant

Subscribed to and sworn to before me on this 14 day of December 2019.

_____
Notary Public
My commission expires: 10/22/2023

CHRISTINE GARCIA NOTARY PUBLIC STATE OF TENNESSEE RUTHERFORD COUNTY

Copy

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
MAY 23 2019
By RICHARD R. ROOKER, Clerk

IN RE THE ESTATE OF:

JUNE BROWN DOAK
Deceased,

NO: 19P849

ORDER TO OPEN ESTATE

This cause came on to be heard on the 23th day of May 2019, before the Honorable Randy Kennedy, Judge of the Probate Court of Davidson County, Tennessee, upon the verified Petition of **ANICE DOAK and ARTHUR G. DOAK** and the entire record in this cause, from all of which the Court finds that the Petition should be granted.

IT IS THEREFORE ORDERED THAT:

1. The Last Will and Testament of the Decedent, dated February 23, 2011, shall be admitted for the purpose of probate.

2. The Petitioners, **ANICE DOAK and ARTHUR G. DOAK** are hereby appointed to serve as personal representatives and that Letters Testamentary shall be issued;

3. The requirements of bond, inventory and annual accountings are hereby waived.

4. An estate status report shall be filed by the personal representative within 15 months of entry of this Order and thereafter annually until the estate is closed;

5. Notice shall be issued to creditors as required by law.

Entered on this the 23 day of May, 2019.

Honorable Randy Kennedy, Judge

Ex "A"

IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

(PROBATE DIVISION)

LETTERS TESTAMENTARY

TO: **ANICE DOAK and ARTHUR G. DOAK** DOCKET NO: **19P849**

*It appearing to the Court that **JUNE BROWN DOAK** has died leaving a written Will in which you are appointed **Co-Executors** and which has been duly approved by the Court; and you having been qualified according to law, and it having been ordered by said Court that Letters Testamentary issue to you;*

*THESE ARE, THEREFORE, to empower you, the said **ANICE DOAK and ARTHUR G. DOAK**, to enter upon the execution of said Will, and take into your possession all of the property, and to make, within **sixty (60) days** from this date, a perfect inventory thereof, and make due collection for all debts, and after paying all the just demands against the Testator, and settling up the business according to law, you will pay over and deliver the property and effects that may remain in your hands, and do all other things that may be required, according to the provisions of the said will and the laws of the land.*

*WITNESS, Richard R. Rooker, Clerk of the Probate Court, at office, this **May 23rd, 2019**.*

RICHARD R. ROOKER, Clerk

_____ D.C.

STATE OF TENNESSEE)

DAVIDSON COUNTY)

I, RICHARD R. ROOKER, Clerk of the Probate Court of said County, do hereby certify that the foregoing is a true and perfect copy of the Letters Testamentary issued to **ANICE DOAK and ARTHUR G. DOAK** as **Co-Executors** of the estate of **JUNE BROWN DOAK**, deceased, and I do further certify that **ANICE DOAK and ARTHUR G. DOAK** are still acting **Co-Executors** of the estate of **JUNE BROWN DOAK** and all acts as such are entitled to full faith and credit as it appears from the official record in my office in Nashville, Tennessee, this the 23rd day of May, 2019.

RICHARD R. ROOKER, Clerk

_____ D.C.

Ex "B"

FILED
2019 MAY -7 AM 10: 02
RICHARD R. ROCKER, CLERK
D.C.

LAST WILL AND TESTAMENT

OF

JUNE BROWN DOAK

I, **JUNE BROWN DOAK**, a resident of Nashville, Davidson County, Tennessee, being of sound mind and disposing memory, do hereby make, publish and declare this as my Last Will and Testament, hereby revoking any and all wills and codicils heretofore made by me.

ARTICLE I

INTRODUCTORY PROVISIONS

1.1. I nominate and appoint **ANICE DOAK** and **ARTHUR G. DOAK**, as Co-Executors of this my Last Will and Testament. Should either **ANICE DOAK** or **ARTHUR G. DOAK** predecease me or be unable or unwilling to serve as Executor of my Estate, then the other shall serve solely. I direct that no bond shall be required of my Executor or Executrix.

1.2. Should a Trustee be required under this Will, such Trustee shall be appointed by my Executor. No bond shall be required of such Trustee, unless made a condition of the appointment.

1.3. Whenever the terms "Executor", "Executrix", "Trustee", or "Co-Trustee" are used herein, they 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.

1.4. The terms "Child" or "Children" as used in this Will shall refer to **ANICE DOAK** and **ARTHUR G. DOAK**, and any other children born to, or adopted by, me hereafter.

June B. Doak

Ex "C"

ARTICLE II

BEQUEST OF PERSONAL EFFECTS

2.1. I may leave a letter, designating my desires as to certain articles of personal property being given to certain persons. In such event, it is my request that my Executor honor this letter, and that my spouse and other family members abide by the designations set forth in such letter. However, such letter shall not constitute a testamentary devise, and my Executor shall not be bound by such letter. Any items mentioned in such letter, and not treated as set forth in such letter, shall pass as provided below in this Article.

2.2. I devise all items of tangible personal property, personal effects, household contents, and automobiles as I own at the time of my death to the Children, equally, with the issue of any deceased Child who survive me representing his or her parent, per stirpes. My Executor may distribute the share of any minor beneficiary to such beneficiary, or to the person with whom such beneficiary is residing. If, in the discretion of my Executor, any of such property is not suitable for delivery, the Executor may retain such property in safekeeping for future distribution, or may sell such property and add the proceeds to my residuary estate.

ARTICLE III

BEQUEST OF RESIDUARY ESTATE

3.1. I hereby give, bequeath and devise all of the rest, residue and remainder of my property, real, personal, and mixed, tangible and intangible, of whatever kind and character, and wheresoever situated, including the proceeds of any insurance policies payable to my estate or my Executor, to be divided equally among the Children, with the then surviving issue of any deceased

Child to take the share of their deceased parent, per stirpes. Should any Child not survive me, and not leave issue surviving me, then his or her share shall be divided equally among my surviving Children, or the then surviving issue of any deceased Child, with the then surviving issue of any deceased Child to take the share of their deceased parent, per stirpes.

3.2. Should any person entitled to take under this Article be less than **thirty (30) years of age** at the time the beneficiary would take, then his or her share shall be held in trust for the beneficiary, with the Trustee having the discretion, for the health, education, maintenance and support of such beneficiary, to accumulate or pay to him or her or for his or her benefit any income, and to encroach, or not encroach, on the principal for the beneficiary's benefit.

3.3. Upon such beneficiary attaining **thirty (30) years of age**, the Trust shall terminate and the principal, and any undistributed income, shall be distributed outright to such beneficiary. Should any such beneficiary be deceased prior to attaining **thirty (30) years** of age, then the beneficiary's share shall pass to his or her issue who survive the beneficiary, per stirpes. Should such deceased beneficiary not be survived by issue, then his or her share shall be divided equally among my surviving Children, or the then surviving issue of any deceased Child, with the then surviving issue of any deceased Child to take the share of their deceased parent, per stirpes.

3.4. Should no person survive to take any share as above provided in this Article, then such share shall pass as though I had died intestate, unmarried, a resident of Tennessee, possessed of such share, immediately after the death of the last such beneficiary.

3.5. In making any decision as to disbursement or accumulation of income, or as to encroachment upon principal, the Trustee shall not be required to equalize such among the

June B. Doar

beneficiaries. Further, in making any decision as to disbursement or accumulation of income, or as to encroachment upon principal, the Trustee, among other factors, may take into account any other income, opportunities for income or means of support available to the beneficiary to the knowledge of my Trustee.

3.6. Whenever the Trustee makes any distribution of the principal of this Trust, or a Trust Share, the Trustee shall be authorized to withhold distribution of an amount of property sufficient, in the Trustee's judgment, to cover any liability that may be imposed on the Trustee for estate taxes, for any taxes imposed on any transfer deemed a generation-skipping transfer under the provisions of Chapter 13 of the Internal Revenue Code of 1986, as amended, or for other taxes, until such liability has been finally determined.

3.7. The Trustee shall have the right, but not the obligation, in the disbursement of any income, or in the disbursement of any principal in the Trust or a Trust Share, for the health, education, maintenance or support of such beneficiary: (i) to impose any condition or restriction upon such disbursement consistent with the provisions of this Will; (ii) to make such disbursement or encroachment in the form of a loan to or for the benefit of a beneficiary, including taking security for such loan; (iii) to make a disbursement or encroachment for the purchase of a home or other real or personal property in the name of the Trust or Trust Share allowing the use thereof for the benefit of the beneficiary; (iv) to make a disbursement or encroachment to allow the beneficiary to enter into or engage in a business or profession, being aware of the risks of failure of such undertaking; or (v) to make any distribution in such additional trust, or subject to such terms and conditions, as the Trustee may deem consistent with the purposes of this Trust.

3.8. The Trustee is expressly granted the powers necessary to qualify for the making of distributions under the provisions of Tennessee Code Annotated Section 35-15-816(b)(27)(A).

3.9. In addition to the other powers granted herein, the Trustee of any Trust or Trust Share created under this Article, in such Trustee's discretion, shall have the following rights:

(i) the Trustee may elect to combine such Trust or Trust Share with another trust for the same beneficiaries, having similar terms and provisions, whether such combination is for administrative purposes, investment purposes or in total; and,

(ii) so long as the Trustee is not the then income beneficiary, the Trustee may elect to terminate the Trust, or any Trust Share thereof, and distribute the remaining principal and income to the then income beneficiary or beneficiaries, should the Trustee determine that continuing to maintain the Trust or Trust Share in existence is no longer economical or appropriate.

3.10. Whenever in a Trust or Trust Share created herein income or principal is required to, or may, be paid to a beneficiary or whenever the Trustee encroaches upon the income or principal of a Trust for the benefit of a beneficiary, then such income or principal may be paid to such beneficiary directly or to anyone else for the use or benefit of such beneficiary (including the guardian if such person be a minor), irrespective of the age or mental competency of such beneficiary, as the Trustee deems proper, and the receipt of the person to whom the payments are made shall be a sufficient acquittance for the Trustee. Such payments by the Trustee may be made without the intervention of any Guardian or the approval of any Court. Neither income nor principal which is required to, or may, be paid to a beneficiary, nor payments when the Trustee encroaches upon the income or principal of a Trust for the benefit of a beneficiary, whether during the term of

the Trust or at termination shall be considered a mandatory distribution of income or principal as that term is used in Tennessee Code Annotated Section 35-15-506.

3.11. Notwithstanding anything herein to the contrary, no Trust or Trust Share herein created shall continue beyond the term as allowed by the Tennessee Uniform Statutory Rule Against Perpetuities, Tennessee Code Annotated Section 66-1-201, et seq., or any successor provisions, or other applicable provisions of the law, and any such Trust or Trust Share shall be subject to the provisions of such statute, and applicable law.

ARTICLE IV

PAYMENT OF DEBTS, EXPENSES AND TAXES

4.1. I direct that all of my just and enforceable debts, (except debts secured by mortgages or other security instruments, which may be paid off or retained in the discretion of my Executor), including funeral and testamentary expenses and expenses of my last illness, be paid as soon as may be convenient after my death. I further direct that all estate, inheritance and other taxes of the same nature (except any generation-skipping taxes imposed by the Internal Revenue Code or by any state) 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 as an expense of administration and without apportionment, and with no right of reimbursement from any recipient or beneficiary of any such property. No part of said debts, expenses and taxes shall be charged against or paid out of any

part of my estate so as to render taxable any amounts which otherwise qualify for the marital deduction.

4.2. My Executor is specifically authorized, in my Executor's sole discretion, to apply the proceeds from any insurance policies on my life which are payable to my estate in paying debts, expenses of administration and taxes, notwithstanding the provisions of any state law to the contrary; provided, however, that this provision shall not be construed so as to make the proceeds of any insurance subject to debts, taxes or expenses, or to waive the exemption as provided in Tennessee Code Annotated Section 56-7-201, or successor provisions.

ARTICLE V

ALLOCATIONS BY FIDUCIARY

5.1. At anytime when it shall become necessary to divide assets between any of the beneficiaries herein named, or within any Trust or Trust Share created herein, or to distribute any of said assets, such division or distribution shall be made in such manner as the Executor or Trustee, as the case may be, deems proper and may be made in cash or in kind, or partly in cash and partly in kind. The judgment of the Executor or Trustee, as the case may be, on the relative value of assets shall be binding and conclusive on all parties interested. Further, in making distribution of assets the Executor or Trustee, as the case may be, shall not be required to distribute a particular asset pro rata to all beneficiaries entitled to receive a distribution, and the Executor or Trustee, as the case may be, may make division and distribution of assets without regard to the basis of such assets for Federal or State income tax purposes.

ARTICLE VI

PROVISIONS FOR COMMON DISASTER

6.1. In the event any legatee, devisee or other beneficiary under this Will and I shall die simultaneously or under circumstances which make it difficult to determine which of us died first, I direct that such beneficiary shall be deemed to have **predeceased** me for the purposes of this Will, and I direct further that the provisions of this Will 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.

ARTICLE VII

CHANGE OF TRUSTEE

7.1. If at any time when no Trustee as named above is serving, it becomes desirable in the judgment of a majority of the then income beneficiaries (or their guardians, if they be minors) of a Trust, or Trust Share, to change any Trustee which may be serving as a Trustee hereunder or any successor Trustee, then a majority of the then income beneficiaries (or their guardians, if they be minors) of such Trust or Trust Share shall have the right:

(i) to designate any bank or trust company (which shall not be required to be a Tennessee corporation or to have an office in Tennessee) as Trustee of such Trust or Trust Share. Any such bank or trust company shall have a trust department with assets under management of at least One Hundred Million Dollars ($100,000,000.00); or,

(ii) to designate an individual whose service as such Trustee will not cause the inclusion of the assets or income of such Trust, or any Trust Share, in the estate of my spouse, myself, my

June B. Doe

Children, or any other beneficiary, for federal or state death or transfer tax purposes.

7.2. It is understood that it may be necessary or advisable to name one or more persons or entities who could not benefit from the Trust, or are not interested in the decision of the Trustees, to serve as Trustees or Co-Trustees, including, but not limited to, for the purpose of having a Trustee who would be other than a "Nonadverse party" as such term is defined by Section 672 of the Internal Revenue Code of 1986, or its successor provisions. In such event, such person or entity shall be selected by majority of the then income beneficiaries (or their guardians, if they be minors).

7.3. A successor or substitute Trustee shall not be required to make bond unless bond is required by the person or persons making the appointment. Such successor or substitute Trustee shall by virtue of its appointment succeed to all the rights, powers and duties conferred and imposed upon the Trustee herein named, other than the power to name a successor Trustee.

7.4. Anything to the contrary in this or any other Article of this Will notwithstanding, no person shall be named as a Trustee if the effect would be to include some or all of such Trust in such Trustee's estate.

ARTICLE VIII

POWERS OF FIDUCIARIES

8.1. My Executor and Trustee shall have all the powers enumerated in Tennessee Code Annotated Section 35-50-110, and the introductory paragraph and all subparagraphs thereof, which to the extent not inconsistent with the express provisions hereof are hereby incorporated herein by reference as fully as though copied herein verbatim, except that subparagraphs 1 through 4 of such Section shall apply only to my Executor.

June B. Doar

8.2. Notwithstanding the foregoing, the beneficiaries of any Trust or Trust Share (or their guardians in the case of minor beneficiaries) shall have the power to require the Trustee to convert property which is unproductive of income to income-producing property within a reasonable time.

8.3. I hereby authorize my Executor, in such Executor's discretion, within nine (9) months after the date of the transfer which created an interest in me, to disclaim in whole or in part any bequest or devise or any interest in any bequest, or any Trust provided for my benefit under the Will of any person or under any trust established for my benefit at any time.

8.4. I hereby authorize my Executor or my Trustee to create accounts such as those allowed under the Uniform Transfers to Minors Act, as now or hereafter in effect in Tennessee, or successor or similar statutes allowing creation of accounts.

8.5. I recognize that my Executor or Trustee may deem it advisable to purchase policies of life insurance on one or more persons, and I expressly grant my Executor or Trustee the authority to purchase, own, transfer and manage in all ways any such life insurance. I further waive any requirements on the Executor or Trustee as to diversification of investments to the extent that they may elect to deal with one, or a few, life insurance companies, or that a significant portion of assets may consist of life insurance.

8.6. The fiduciaries shall be authorized to maintain funds on deposit, whether as checking or savings accounts, certificates of deposit, money market accounts, or otherwise, in any banking institution, the deposits of which are insured by the Federal Deposit Insurance Corporation, or similar government sponsored insurance in the future, regardless of whether the amount of such funds so deposited may exceed the amount of such insurance available at such banking institution.

8.7. The fiduciaries shall have the right, consistent with the provisions of Tennessee Code Annotated Section 35-3-117, and regardless of any other provisions of this Agreement or of any law, now or hereafter in effect, to invest in any form of assets or investments, including, but not limited to, stocks, bonds, mutual funds, money market accounts and real and personal property. The Trustee shall have the right to retain any assets, including without limitation real property, notes, deeds of trust or mortgages, distributed into the Trust or arising from such assets distributed into the Trust, regardless of whether such assets would otherwise fit the criteria for inclusion in a trust.

8.8. If I am engaged in any business activity as of the date of my death, I expressly grant my Executor or Trustee the authority to continue, expand, contract, sell or close such business in such fiduciary's reasonable discretion, and to take all actions reasonable or necessary to do so. I further waive any requirements on the Executor or Trustee as to diversification of investments to the extent that they may elect to continue any such business.

8.9. I recognize that my Executor or a Trustee may not be a professional fiduciary and in order to induce such person to serve in such capacity, I hereby direct that the assets of the Estate, and any Trust of which such person is a Trustee, be used to indemnify and hold my Executor, or such Trustee, harmless with respect to any and all acts, except for fraud or bad faith of such person, in connection with: (i) the administration of my Estate, or any Trust or Trust Share held hereunder or (ii) the investment of the assets with respect to my Estate, or any Trust or Trust Share.

8.10. My Executor and any Trustee shall have the power to hire persons, including accountants, attorneys, auditors, investment advisors, or other agents, even if they are associated or affiliated with my Executor or a Trustee to advise or assist my Executor or a Trustee in the

performance of administrative duties. This power shall include, but not be limited to, attorneys, accountants or other professionals who may be partners of or associates with my Executor or a Trustee in the practice of law, accounting or other professions.

8.11. It is my intention that my fiduciaries shall be properly compensated for their service. Any corporate fiduciary shall be entitled to charge for fees and expenses amounts consistent with those generally charged by reputable corporate fiduciaries for such services in the area where such corporate fiduciary is located. Any individual fiduciary shall be entitled to charge for fees and expenses in amounts consistent with those generally charged by reputable corporate fiduciaries in the area where such individual fiduciary's office is located.

8.12. Whenever under this Will, any fiduciary, including, but not limited to an Executor or Trustee, is granted the right to take action in such fiduciary's "discretion", then such "discretion" shall mean the discretion of such fiduciary, except as limited by the specific language of this Will and specific provisions of law applicable to such decisions. It is my intention that the term "discretion" as used herein shall be interpreted as broadly as possible, except as limited by the specific language of this document and specific provisions of law applicable to such decisions.

8.13. The powers granted to an Executor or Trustee under this Will, including without limitation powers to distribute or accumulate income and to encroach upon principal, shall not constitute a general power of appointment. The powers granted to an Executor or Trustee under this Will, including without limitation powers to distribute or accumulate income and to encroach upon principal, shall not include any power which would cause the inclusion of any of such income or principal in the gross estate of such Executor or Trustee pursuant to Sections 2036, 2037, 2038 or

2041 of the Internal Revenue Code of 1986, or its successor provisions. No Executor or Trustee shall have the right under this Will to participate in any decision to distribute or accumulate income or to encroach for the benefit of such Executor or Trustee, the creditors of such Executor or Trustee, the estate of such Executor or Trustee, the creditors of the estate of such Executor or Trustee or to satisfy the legal obligations of such Executor or Trustee. Further, no Executor or Trustee shall participate in any decision to distribute or accumulate income, or to encroach, for the benefit, or to satisfy the legal obligations of support, of such Executor or Trustee.

8.14. The Trustee shall not be required to provide notice as to any Trust created herein to any present or contingent beneficiary, any provision of law to the contrary notwithstanding.

8.15. Should any trust created under this Will be funded with the stock of an S Corporation (as defined under Section 1361 of the Internal Revenue Code of 1986, as amended), then the fiduciaries shall have the authority, with the agreement of the beneficiaries for whom such trust is being held, to divide such trust into two or more trusts, with any such trusts holding S Corporation stock containing all provisions necessary so as to hold S Corporation stock as a qualified S Corporation shareholder and for such trust to be a Qualified Subchapter S Trust (or "QSST") as defined in Section 1362(c)(2) of the Internal Revenue Code of 1986, as amended; which provisions shall include under current law that: (i) during the life of the current income beneficiary, there can only be one income beneficiary; (ii) distributions of principal during the current income beneficiary's life can only be made to that beneficiary; (iii) the current income beneficiary's income interest must terminate on the earliest of the current income beneficiary's death, or the termination of the trust; and, (iv) if the trust terminates during the current income beneficiary's life, the trust's assets are all

distributed to the current income beneficiary. Should any question arise as to the creation or provisions of such trusts, the fiduciaries shall be entitled to apply to the court having jurisdiction over such trusts to obtain an order as to such matters.

8.16. If at any time any fiduciary is uncertain as to the interpretation of this document, as to such fiduciary's authority under this document, as to the appropriate actions to take or any other matter arising in such fiduciary's administration (whether or not involving the fiduciary's discretion), the fiduciary shall have the authority to file appropriate pleadings in the court having jurisdiction of such estates or trusts to obtain a decision by such court as to any such matter.

8.17. Anything in this Will to the contrary notwithstanding, no provision of this Will shall be interpreted so as to defeat or impair an otherwise available marital deduction under the Internal Revenue Code or under the laws of the state of Tennessee, as now or hereafter in effect; any provision of this Will which would have the effect of defeating or impairing an otherwise available marital deduction under the Internal Revenue Code or under the laws of the state of Tennessee, as now or hereafter in effect, shall be void and of no effect to the extent of such defeat or impairment; and no executor or trustee shall have the right, power or authority to act in any way (or to refrain form acting) so as to defeat or impair an otherwise available marital deduction under the Internal Revenue Code or under the laws of the state of Tennessee, as now or hereafter in effect. The provisions and intentions of Tennessee Code Annotated Section 35-50-112 are expressly incorporated into this Will.

ARTICLE IX

SPENDTHRIFT TRUST

9.1. Any Trust or Trust Share herein created shall be a spendthrift trust to the full possible extent allowed by law. I direct that no part of any Trust or Trust Share 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, nor any part thereof, by assignment or otherwise. Likewise, no fiduciary hereunder shall be required to exercise any discretion herein granted to satisfy any obligation of any beneficiary to any third party.

ARTICLE X

WAIVER OF FILINGS

10.1. I hereby waive the requirement that my Executor file an inventory or accounting of my estate with the court having probate jurisdiction over my estate. This waiver shall include, but not be limited to, the inventory as required by Tennessee Code Annotated Section 30-2-301, and the accounting as required by Tennessee Code Annotated Section 30-2-601, or any amendments or successors to such sections.

ARTICLE XI

ADMINISTRATION OF REAL PROPERTY

11.1. I direct pursuant to Tennessee Code Annotated Section 31-2-103 that any interests in real property which I may own at my death be administered as part of my estate subject to the control of my personal representative, who shall have full power to grant, bargain, sell, convey,

lease, encumber, manage, and otherwise deal in any lawful manner with said real property at any time during the administration of the estate, in the sole discretion of my personal representative, without the approval or joinder of any beneficiary and without the necessity of any person or entity looking to the application of any proceeds that may or might result from any acts of my personal representative in the premises; provided, however, that the provisions of this Article shall not have the effect of revoking or varying any written agreement entered into during my lifetime as to the ownership, use, descent or rights in or to, any real property.

IN WITNESS WHEREOF, I have hereunto set my hand on this 23RD day of Februay, 2011, to this my Last Will and Testament and have signed the foregoing fifteen (15) pages at the bottom thereof for the purpose of identification.

June Brown Doak

JUNE BROWN DOAK

Signed, published and declared by the said **JUNE BROWN DOAK**, being of sound mind and disposing memory, as and for her Last Will and Testament in the presence and sight of us, present at the same time, who at her request, in her 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 written above.

WITNESS:

Heather M Martin

Phyllis K VanCleve

ADDRESS:

1508 Cedardale Rd
Mt Juliet, TN 37122

186 East Harbor
Hendersonville TN 37075

AFFIDAVIT

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Heather Martin and Phyllis R VanOlst being severally duly sworn, depose and say that:

We are acquainted with the said **JUNE BROWN DOAK**, who executed this annexed Last Will and Testament, consisting of sixteen (16) typewritten pages, dated the 23RD day of February, 2011, on that date, at Nashville, Tennessee, by subscribing her name at the end thereof in the presence and sight of each of us.

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

At the time of executing said Last Will and Testament, **JUNE BROWN DOAK**, was over the age of eighteen (18) years and in our opinion was of sound mind, memory and understanding and not under restraint or in any respect incompetent to make a Last Will and Testament.

This Affidavit is made at the request of the said **JUNE BROWN DOAK**.

Heather Martin

Phyllis R VanOlst

SWORN TO AND SUBSCRIBED before me on this the 23rd day of February, 2011.

Lisa C Woodruff

Notary Public

My Commission Expires

LISA C. WOODRUFF
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
My Commission Expires September 23, 2014