BOX 10-B	STATE OF TENNESSEE COUNTY OF DAVIDSON THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $350,000.00 Affiant SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30TH DAY OF SEPTEMBER, 2021. Notary Public MY COMMISSION EXPIRES: MAY 2, 2022 (AFFIX SEAL)

DEBORAH J. COHEN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

THIS INSTRUMENT WAS PREPARED BY
COHEN & COHEN, ATTORNEYS AT LAW, 4908 CHARLOTTE AVENUE, NASHVILLE, TN 37209

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
SHER POWERS	**SAME**	**052-01-0-172.00**
(NAME) **P.O. BOX 160433**	(NAME)	
(ADDRESS) **NASHVILLE, TN 37216**	(ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

Karen Johnson Davidson County
Batch# 730988 **DEEDWARR**
10/06/2021 11:43:37 AM 7 pgs
Fees: $38.00 Taxes: $1,295.00
20211006-0134327

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **WE, COLSON SERVICES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, AND DGI PROPERTIES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY,** HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **SHER POWERS,** HEREINAFTER CALLED THE GRANTEE, HER HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN **DAVIDSON** COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Davidson County, Tennessee, described as follows:

Being Lot Nos. 10 and 11, Block "G", on the revised plan of Power and Roth's Madison Park Subdivision, of record in Book 843, page 7, Register's Office for Davidson County, Tennessee.

Said Lot No. 10 fronts 50 feet on the South side of Neely's Bend Road and runs back between parallel lines of 200 feet to a dead line.

Said Lot No. 11 fronts 50 feet on the South side of Neely's Bend Road and runs back between parallel lines of 200 feet to a dead line.

Being the same property conveyed to Colson Services, LLC, a Tennessee Limited Liability Company and DGI Properties, LLC, a Tennessee Limited Liability Company, from Madison Park, GP, a Tennessee General Partnership, by Quitclaim Deed dated March 8, 2017, of record in Instrument No. 20170410-0034954, said Register's Office.

This conveyance is subject to matters shown on the Plan of record in Plat Book 843, page 7, and any and all easements, restrictions and conditions which may affect said property of record in the Register's Office for Davidson County, Tennessee.

Unimproved ( )
This is improved(X) property, known as **250 NEELYS BEND ROAD, MADISON, TN 37115**
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 30th day of September, 2021.

COLSON SERVICES, LLC

BY: David Vernich, Chief Manager/Sole Member

DGI PROPERTIES, LLC

Trustee

BY: David Vernich, Successor Trustee of The Donna Jenee Hysmith Revocable Living Trust, dated May 31, 2017- Sole Member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **DAVID VERNICH,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Chief Manager/Sole Member of **COLSON SERVICES, LLC,** the within-named bargainor, a Tennessee Limited Liability Company and that he as such Chief Manager/Sole Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of **COLSON SERVICES, LLC,** by himself as such Chief Manager/Sole Member.

Witness my hand and official seal at office this 30th day of September, 2021.

DEBORAH J. COHEN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

Notary Public

My commission expires: **May 2, 2022**

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **David Vernich, Successor Trustee of The Donna Jenee Hysmith Revocable Living Trust, dated May 31, 2017,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself as Successor Trustee to be the sole member of **DGI Properties, LLC,** the within-named bargainor, a Tennessee Limited Liability Company, and that he as such sole member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of **DGI Properties, LLC,** by himself as such sole member.

Witness my hand and official seal at office this 30th day of September, 2021.

DEBORAH J. COHEN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

Notary Public

My commission expires: **May 2, 2022**

EXHIBIT "A"

PREPARED BY:

Robert J. Hazard, Esq.
GULLETT SANFORD
ROBINSON & MARTIN PLLC
150 THIRD AVENUE SOUTH, STE. 1700
NASHVILLE TN 37201

CERTIFICATION OF TRUST
THE DONNA JENEE HYSMITH REVOCABLE LIVING TRUST

The undersigned attests that the following is a summary of the information and provisions contained in, and is intended to serve as evidence of the existence and validity of, a certain revocable trust called The Donna Jenee HySmith Revocable Living Trust, dated May 31, 2017 (the "Trust").

1. Existence of Trust. The Trust is currently in existence. Donna Jenee HySmith is the grantor of the Trust. The Trust was established by a written trust agreement signed by the grantor on May 31, 2017.

2. Trustee and Successor Trustee. The currently acting trustee of the Trust is David Vernich. The successor trustee of the Trust is such persons as specified in the trust agreement.

3. Beneficiaries. The beneficiaries are as set out in the Trust.

4. Powers of Trustee. The Trust grants to the Trustee those trustee powers set forth on Exhibit A attached hereto and any and all trustee powers set forth in Title 35 of the Tennessee Code Annotated.

5. Irrevocability. The Trust became irrevocable upon the grantor's death on October 25, 2020.

6. Tax Identification Number. The Trust has a tax identification number, which the Trustee will provide upon request as necessary and appropriate.

7. Title to Trust Assets. The assets of the Trust should be titled in the name of David Vernich, Trustee of The Donna Jenee HySmith Revocable Living Trust, dated May 31, 2017.

8. Statement Regarding Revocation, Modification, or Amendment. To the best of the undersigned's knowledge, the Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.

[Signature page to follow.]

DATED, December 8, 2020.

David Vernich, Trustee

David Vernich, Trustee of The Donna Jenee HySmith Revocable Living Trust, dated May 31, 2017

STATE OF Tennessee)
COUNTY OF Montgomery)

Before me, the undersigned notary public, of the state and county aforesaid, personally appeared **David Vernich, Trustee of The Donna Jenee HySmith Revocable Living Trust, dated May 31, 2017,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that such person executed the within instrument for the purposes therein contained.

Witness my hand and official seal this day, December 8, 2020.

Julie D. Parks
Notary Public

JULIE D. PARKS
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

My Commission Expires: 11-19-22

EXHIBIT A

10.B. Powers of Trustee. In addition to, and without limiting the powers conferred by law, the Trustee shall have the following rights, powers, authority and discretion, all of which shall survive the termination of the trust to the extent required to complete the Trustee's obligations hereunder:

1.) To retain all or any part of the property transferred to the Trustee regardless of any lack of diversification, risk or non-productivity.

2.) To invest and reinvest all or any part of any trust estate in such stocks, bonds, other securities or other property, real or personal, as the Trustee may deem advisable and proper, without regard to any law or rule of court limiting the property which a trustee may exchange or purchase.

3.) To sell or exchange all or any part of any trust estate at such time, upon such terms, in such amount and at such price as shall seem advisable and proper to the Trustee and to execute good and sufficient assignments, deeds, bills of sale and other instruments of transfer thereon.

4.) To execute leases and subleases regarding any real estate forming a part of any trust estate for any term notwithstanding the duration of any trust hereunder.

5.) To borrow money and to mortgage or pledge any portion or asset of any trust estate, for a term within or extending beyond the term of any trust herein.

6.) To take any action regarding conserving or realizing upon the value of any trust estate; to take any action regarding foreclosures, reorganizations or other changes affecting any trust estate; to collect, pay, contest, compromise or abandon demands of or against any asset comprising any trust estate wherever situated or against the Trustee; and to execute contracts, notes, conveyances and other instruments.

7.) To keep any property in bearer form or in the name of a nominee with or without disclosure of any fiduciary relationship.

8.) To exercise subscription rights for any security constituting a part of any trust estate.

9.) To vote in person or by proxy any share of stock constituting a part of any trust estate.

10.) To employ agents, attorneys, auditors, depositaries and proxies, with or without discretionary powers, and to compensate such persons at their customary fees, without the requirement that any such fees be approved by a court or any beneficiary.

11.) To commence or defend litigation concerning the trust or any trust property and to compromise any claim existing for or made against any trust hereunder.

12.) To deduct, retain, expend and pay out of any funds belonging to any trust hereunder all necessary and proper expenses in connection with the operation and conduct of any trust, including reimbursement of the Trustee for all reasonable expenses incurred, and to pay all taxes and other legal assessments, debts, claims or charges which may be due and owing by, or which may exist against, any trust hereunder.

13.) To abandon any property or interest in property belonging to the trust when, in the Trustee's discretion, such abandonment is in the best interests of the trust and its beneficiaries.

14.) To act in any jurisdiction without bond or other security to ensure the faithful performance of the Trustee's fiduciary duties, bond being expressly waived.

15.) To appoint and remove a resident fiduciary to serve with the Trustee when applicable law so requires.

16.) If S corporation stock is an asset of, any trust hereunder, and such trust does not qualify as a "qualified subchapter S trust" as defined in I.R.C. § 1361(d)(3), the Trustee shall have the power to modify the terms of such trust to the limited extent necessary to qualify for such treatment. The Trustee is further authorized to: (a) consent to a subchapter S election, including consent for the portion of the tax year prior to the date of the Grantor's death; (b) terminate a subchapter S election, including, the power to revoke or join in a revocation; (c) elect to treat a trust holding S corporation stock as an "electing small business trust", (d) enter into agreements covering short period allocations; and (e) sell S corporation stock.

17.) To take any action and to make any election in the Trustee's discretion to minimize the tax liabilities of this trust and its beneficiaries, and to have the power to allocate the benefits among the beneficiaries, and the Trustee shall have the power to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision the Trustee believes has had the effect of directly or indirectly preferring one beneficiary over another. In furtherance of the foregoing, the Trustee may petition the court to amend the terms of the trust to achieve the Grantor's objective to minimize taxes, and any such amendment or modification may take place retroactively, if necessary.

18.) To partition, allot and distribute the trust estate, on any division or partial or final distribution, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee may deem necessary to make division or distribution. In making any division or partial or final distribution, the Trustee shall be under no obligation to make a pro rata division, or to distribute the same assets to beneficiaries similarly situated; but, the Trustee may, in the Trustee's discretion, make a non-pro rata division between trusts or shares and non-pro rata distribution to such beneficiaries, as long as the respective assets allocated have equivalent or proportionate fair market values. In selecting assets to be distributed in kind or assets to be sold to facility such division or distribution, the Trustee shall have absolute discretion on the consideration to be given to the income tax basis of each asset involved in the selection, and also shall have absolute discretion, but shall not be required, to make adjustments in the rights of any beneficiaries to compensate for the comparative income tax bases of the assets distributed.

19.) No person dealing with the Trustee in the capacity of purchaser, agent, lender, lessor, lessee or contractant shall be bound to inquire into the capacity to act on the part of the Trustee or into the authority for or propriety of any act thereof or to see to the application or disposition of any money or other property paid, delivered or loaned to the Trustee.

20.) The Trustee may, within the Trustee's reasonable discretion, purchase assets from the estate or any revocable living trust of the Grantor at fair market value. The Trustee shall incur no liability because of such purchase or purchases regardless of whether such assets constitute investments which may be legally made by the Trustee. The Trustee may also, in the Trustee's reasonable discretion, make loans to a beneficiary or the estate of the Grantor upon commercially reasonable terms and conditions. The Trustee shall incur no liability because of such loans.

21.) Notwithstanding any provision in this Agreement to the contrary, no Trustee shall make a discretionary distribution of income or principal from any trust under this Agreement if such

distribution will be to or for the benefit of such Trustee (or any person to whom the powers of a Trustee are imputed) as a beneficiary unless such discretionary distribution is subject to an ascertainable standard, nor shall any Trustee make a discretionary distribution of income or principal from any trust under this Agreement to a person other than the Trustee if such distribution will discharge or satisfy a legal duty of support or similar obligation the Trustee (or any person to whom the powers of a Trustee are imputed) owes to that other person, nor shall any Trustee exercise any power or take any action deemed an exercise of an incident of ownership over any life insurance policy insuring the life of the Trustee, if any such policy is owned by any trust under this Agreement. In any such event, any decision or action regarding such a distribution or life insurance policy shall be referred to the other Trustee then serving, if any, for sole determination, and if there is not another Trustee then serving or if such other Trustee is similarly disqualified, then such decision or action shall be referred to the next successor Trustee appointed hereunder, if any, and if such successor Trustee would be similarly disqualified, then to the next successor Trustee, if any, and so on. If no Trustee or successor Trustee is qualified to so act, then the acting Trustee may petition the Court having jurisdiction over the trust or the acting Trustee may appoint a person or corporation who is independent of, and not related or subordinate to, the disqualified Trustee, as special advisor to the trust, to make an appropriate determination regarding the decision or action in question.

22.) To buy policies of life insurance and/or annuities on the life of or for the benefit of any trust beneficiary. The Trustee is authorized, in the Trustee's reasonable discretion, to hold and pay for the same from the trust assets, as an investment and asset of the trust, and regarding the policies of life insurance held as part of the trust estate, to have these powers, duties and discretion: (a) the Trustee may pay premiums, assessments or other charges regarding such policies, with all other charges upon such policies, as otherwise required to preserve them as binding contracts, but the Trustee shall be under no duty to do so; (b) if the Trustee intends not to pay any premium, assessment or other charges regarding any policy held by the Trustee, or otherwise intends to cancel, convert or substantially modify any such policy, the Trustee shall first give the insured, or the legal representative of the person of any insured under disability, at least fifteen (15) days' advance written notice of the Trustee's intention to take such action; (c) any amounts received as a dividend by the Trustee regarding any such policy shall be treated as principal; (d) upon the receipt of proof of death of any person whose life is insured, for the benefit of any trust hereunder, or upon maturity of any policy payable to a Trustee, prior to the death of the insured, the Trustee shall collect all sums payable with respect thereto and shall thereafter hold such sums as principal of the respective trust estate (however, any interest paid by the insurer for a period subsequent to maturity shall be income); and (e) the Trustee may accept any payments due the Trustee under any settlement arrangement, made before or after the death of the insured, and may exercise any rights available to the Trustee under such arrangement. The Trustee may compromise, arbitrate, or otherwise adjust claims upon any policies. The Trustee may, but shall not be required to, exercise any settlement options available under such policies. The receipt of the Trustee to the insurer shall fully discharge the insurer, and the insurer does not have to see to the application of the proceeds by the Trustee.

23.) In addition to any powers and other related administrative provisions granted or contained elsewhere in this Agreement, the Trustee, in exercising a reasonable discretion regarding all property, real and personal, forming a part of any trust hereunder, may exercise any and all of the powers in the Uniform Trust Code as adopted in Tennessee and any other powers granted in Title 35 of the Tennessee Code Annotated, to the extent applicable, all of which provisions and powers are incorporated herein by reference, even if the statutes are subsequently amended or repealed and even if any trust hereunder is administered in a state other than Tennessee or any Trustee is a citizen or resident of a state other than Tennessee.