STATE OF TENNESSEE

Karen Johnson Davidson County
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I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the LAST WILL AND TESTAMENT heretofore filed in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 31 day of JANUARY, 2019, in Docket Number 19P161, IN RE: BOND JR., CALVIN ET.AL, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 08 day of OCTOBER in the year 2021 and in the 245 year of American Independence.

RICHARD R. ROOKER, Clerk,

[SEAL]

RICHARD R. ROOKER CIRCUIT COURT CLERK

By: _____
Deputy Clerk

19P161
FILED
JAN 31 2019

Last Will and Testament

OF

CALVIN BOND

I, **CALVIN BOND**, a citizen and resident of Nashville, Davidson County, Tennessee, being of sound mind and disposing memory, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all prior wills and codicils.

ARTICLE I
INTRODUCTORY PROVISIONS

1.1. I am a widower. I was formerly married to **BERNICE BROWN SHAW BOND** who died on December 6, 2013.

1.2. I have three children, namely, **YASMINE S. BOND** of Texas, **STEVEN R. BOND** of Kentucky and **WAYNE A. BOND** of Texas. In addition, I have two stepchildren, namely, **PRESTON PRENTICE SHAW JR.** of Nashville, Tennessee, and **DONNA LUREE SHAW** of Nashville, Tennessee.

1.3. I have knowingly and intentionally made no provision in this Will for **YASMINE S. BOND, STEVEN R. BOND** or **WAYNE A. BOND**.

1.4. I nominate and appoint **PRESTON PRENTICE SHAW JR.** to serve as Executor of my estate. If he should predecease me or be unable or unwilling to serve as Executor of my estate, then I nominate and appoint **DONNA LUREE SHAW** to serve in his stead. I direct that no bond shall be required of my Executor.

1.5. I nominate and appoint **PRESTON PRENTICE SHAW JR.** as Trustee of any trust created under my Will. I direct that no bond shall be required of my Trustee for serving in such capacity.

1.5. I nominate and appoint **PRESTON PRENTICE SHAW JR.** as Trustee of any trust created under my Will. I direct that no bond shall be required of my Trustee for serving in such capacity.

1.6. Whenever the terms "Executor" or "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.

ARTICLE II
PAYMENT OF DEBTS, EXPENSES AND TAXES

2.1. 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 transfer 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.

2.2. 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 Tenn. Code Ann. § 56-7-201, or successor provisions.

ARTICLE III
DISPOSITION OF TANGIBLE PERSONAL PROPERTY AND SPECIAL BEQUESTS

3.1. I may leave a memorandum prepared and signed by me that, although not part of my will, expresses my intention with regard to the disposition of certain items of personal property. Unless otherwise indicated, if the person named in the memorandum to receive a particular item does not survive me at the time of my death, such bequest shall lapse and the item shall pass in accordance with the other provisions of my Will. Items contained in any memorandum or the Special Bequests set forth below will pass to the named persons only to the extent such items are owned by me at my death, and will not be substituted for or replaced.

3.2. It is my intention to leave the above-referenced memorandum with my Will; however, if no such memorandum is found within thirty (30) days of my death, my Executor may assume that no such memorandum exists.

3.3. First Special Bequest. I own certain real property located at 3223 Sennadale Lane, Nashville, Tennessee. This property shall be divided as follows:

3.3.1. one-half (1/2) undivided interest to **PRESTON PRENTICE SHAW JR.** outright and free of trust if he survives me. If he does not survive me, then his share shall be held in trust for his issue who then survive as provided and described in Article IV.

3.3.2. one-half (1/2) undivided interest to **DONNA LUREE SHAW** outright and free of trust if she survives me. If she does not survive me, then her share shall be held in trust for her issue who then survive as provided and described in Article IV.

3.4. Items not otherwise disposed of shall pass as part of my residuary estate. 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 IV
DISPOSITION OF RESIDUARY ESTATE

4.1. I hereby give, devise and bequeath all the rest, residue and remainder of my property, real, personal and mixed, tangible and intangible, of whatever kind and character, and wherever located, including the proceeds of any insurance policies payable to my estate or my Executor to **PRESTON PRENTICE SHAW JR.** and **DONNA LUREE SHAW** in shares of substantially equal value with the issue of either that predeceases me representing his or her parent, per stirpes. Should one of the above-named not survive me, and not leave issue surviving me, then his or her share shall be divided equally between those that survive me, or the then surviving issue of any of them representing his or her parent, per stirpes.

4.2. Should issue of a deceased beneficiary entitled to take under this Article or Article III be less than **thirty-five (35) years of age** at the time the beneficiary would take, then his or her share shall pass to the Trustee named herein, as Trustee, and held in a Trust to be known as the **CALVIN BOND FAMILY TRUST**, and the Trustee shall hold, manage, invest and reinvest the Trust property and shall use such part of the income and principal thereof as the Trustee may deem necessary, or appropriate, in his discretion to provide for the health, education, support and maintenance of the beneficiary, as the beneficiary's needs may require. Any income not currently used shall be accumulated and added to the Trust principal.

4.3. Any property passing into this Trust at my death shall be divided into as many separate equal Trust Shares as there is issue of a deceased beneficiary. One of each Trust Shares shall be named for and held for each living issue of a deceased beneficiary.

4.4. Each separate Trust Share shall be administered as follows:

4.4.1. As each beneficiary of a separate Trust Share attains **twenty-five (25) years of age**, an amount equal to **one-third (1/3)** of the then value of such beneficiary's pro rata portion of such Trust Share shall be distributed to such beneficiary, outright and free of trust.

4.4.2. As each beneficiary of a separate Trust Share attains **thirty (30) years of age**, an amount equal to **one-half (1/2)** of the then value of such beneficiary's pro rata portion of such Trust Share shall be distributed to such beneficiary, outright and free of trust.

4.4.3. As each beneficiary of a separate Trust Share attains **thirty-five (35) years of age**, the **remainder** of such beneficiary's pro rata portion of such Trust Share shall be distributed to such beneficiary, outright and free of trust.

4.4.4. If at any time before the final distribution and termination of this Trust, should any beneficiary then entitled to currently share in income be deceased, leaving issue living, then the decedent's share shall be held in trust for such issue on the same terms as held for the deceased beneficiary, per stirpes.

4.4.5. If at any time before the final distribution and termination of this Trust, should any beneficiary then entitled to currently share in income be deceased, not leaving issue, then such Trust Share shall be distributed to the other Trust Shares held for the issue of a deceased beneficiary, or if a Trust Share has terminated, to the issue of a deceased beneficiary who would then take if the Trust Share was still in effect, per stirpes.

4.4.6. Should no person as described in paragraph 4.2 above survive to take any principal or income not fully distributed, then the remainder of such principal or income shall be distributed as though I had died intestate, a resident of Tennessee, immediately after the death of the last of such possible beneficiaries.

4.5. 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 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.

4.6. 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.

4.7. 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.

4.8. The Trustee is expressly granted the powers necessary to qualify for the making of distributions under the provisions of Tenn. Code Ann. § 35-15-816(b)(27)(A).

4.9. 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 economic or appropriate.

4.10. The powers to distribute or accumulate income and to encroach upon principal granted under this Article shall not constitute a general power of appointment. No Trustee shall have the right to participate in any decision to distribute or accumulate income or to encroach for the benefit of such Trustee, the creditors of such Trustee, the estate of such Trustee, the creditors of the estate of such Trustee or to satisfy the legal obligations of such Trustee. Further, no

Trustee shall participate in any decision to distribute or accumulate income, or to encroach, for the benefit of, or to satisfy the legal obligations of support, of such Trustee.

4.11. 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 or 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 Tenn. Code Ann. § 35-15-506.

ARTICLE V
ALLOCATIONS BY FIDUCIARY

5.1. At any time 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 interested parties. 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
POWERS OF FIDUCIARIES

7.1. My Executor and Trustee shall have all the powers enumerated in Tenn. Code Ann. § 35-50-110, and the introductory paragraph and all subparagraphs thereof, which to the extent not inconsistent with the express provisions of this Will are 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.

7.2. Notwithstanding the foregoing, the beneficiaries of any Trust or Trust Share shall have the power to require the Trustee to convert property, which is unproductive of income, to income-producing property within a reasonable time.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. The fiduciaries shall have the right, consistent with the provisions of Tenn. Code Ann. § 35-3-117, and regardless of any other provisions of this Will 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.

7.8. 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.

7.9. 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.

7.10. 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.

7.11. 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 in 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.

7.12. 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 document 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.

7.13. 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.

7.14. 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.

7.15. 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.

ARTICLE VIII
SPENDTHRIFT TRUST

8.1. 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 IX
WAIVER OF FILINGS

9.1. 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 Tenn. Code Ann. § 30-2-301, and the accounting as required by Tenn. Code Ann. § 30-2-601, or any amendments or successors to such sections.

ARTICLE X
ADMINISTRATION OF REAL PROPERTY

10.1. I direct pursuant to Tenn. Code Ann. § 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.

ARTICLE XI
DISCLAIMERS

11.1. Any beneficiary, or such beneficiary's personal representative, if such beneficiary shall fail to survive me for the time period granted for disclaimers by Tenn. Code Ann. § 31-1-103, is hereby authorized to disclaim all or any part of such beneficiary's interest in my estate under this Will or otherwise. After any disclaimer or release, the interest disclaimed shall pass as provided in this Will and shall be held, administered and distributed according to the terms and conditions as set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand on this 7 day of September, 2017, to this my Last Will and Testament and have initialed each of the fifteen (15) pages at the bottom thereof for the purpose of identification.

Calvin Bond

CALVIN BOND

Signed, published and declared by the said **CALVIN BOND**, being of sound mind and disposing memory, as and for his Last Will and Testament in the presence and sight of us, present at the same time, who at his request, in his 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:

TRINITY HANKINS

ADDRESS:

118 WATEREDGE LANE

HENDERSONVILLE TN 37075

WITNESS:

HEATHER BARTLETT

ADDRESS:

137 RURAL AVENUE

NASHVILLE TN 37209

AFFIDAVIT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

TRINITY HANKINS and HEATHER BARTLETT being severally duly sworn, depose and say that:

We are acquainted with the said **CALVIN BOND**, who executed this annexed Last Will and Testament, consisting of fifteen (15) typewritten pages, dated the 7 day of September, 2017, on that date, at Nashville, Tennessee, by subscribing his name at the end thereof in the presence and sight of each of us.

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

At the time of executing said Last Will and Testament, **CALVIN BOND**, 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 **CALVIN BOND**.

Sworn and Subscribed before me, this the 7 day of September, 2017.

SHANNON L. CRUTCHER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

NOTARY PUBLIC

My Commission Expires: 03/08/2021