Karen Johnson Davidson County
Batch# 1459870 DEEDQC
08/17/2026 10:04:30 AM 35 pgs
Fees: $177.00 Taxes: $0.00
20260817-0076320

THIS INSTRUMENT PREPARED BY: **Martin Heller Potempa & Sheppard** 2122 21st Avenue South Nashville, Tennessee 37212 (615) 800-7096 *This Deed was prepared based upon information provided by the parties. No independent title examination was conducted. The preparer makes no representation as to the status of the title or the accuracy of the description.*	**STATE OF TENNESSEE** **COUNTY OF DAVIDSON** The actual consideration for this transfer is: **$0.00**. Maria Guileen AFFIANT Subscribed and sworn to before me, this 11 day of August 2026. Jessica Lee Clegg NOTARY PUBLIC My Commission Expires: 09-04-27

EXECUTOR'S DEED

Address New Owner:	Send Tax Bills To:	Tax Information:
Susan Sakura Buck, et. al. 2508 Devon Valley Drive Nashville, Tennessee 37221	New Owner	142160D02800CO

FOR AND IN CONSIDERATION of Zero and No/100ths Dollars ($0.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **SUSAN SAKURA BUCK, EXECUTRIX OF THE ESTATE OF NHU THI SAKURA**, *deceased*, ("Grantor") does hereby quitclaim, transfer and convey unto **SUSAN SAKURA BUCK AND NGUYEN THI QUYNH VAN,** ("Grantees"), her successors and assigns, all of Grantor's right, title and interest in certain improved real property located in the County of Davidson, State of Tennessee, and more particularly described as follows:

Being Lot No. 76 on the Plan of Devon Valley, Phase 1, a Planned Unit Development, of record in Plat Book 7900, page 458, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to Gerald P. Sakura and Nhu T. Sakura as tenants in common by Quitclaim Deed from Gerald P. Sakura and Nhu T. Sakura, a tenancy by the entirety, of record in Instrument No. 20020620-0074655, said Register's Office.

Being the same property conveyed to Nhu T. Sakura, by Quitclaim Deed from Gerald P. Sakura, of record in Instrument No. 20081218-0121158, Register's Office for Davidson

County, Tennessee.

The said Nhu Thi Sakura (hereinafter listed as "Decedent") having since died testate as a resident of Davidson County, Tennessee on February 24, 2025. Decedent's Last Will and Testament dated October 6, 2010 (the "Will"), was admitted to probate on May 6, 2025 under Docket Number 25P918 in the Seventh Circuit Court of the Twentieth Judicial District of Nashville and Davidson County, Tennessee. Said Order is attached hereto as **Exhibit 1**. By entry of the same Order, Susan Buck was appointed as the Personal Representative of Decedent's Estate. The Court issued Letters Testamentary accordingly and the same are attached hereto as **Exhibit 2**. Pursuant to Decedent's Last Will and Testament, attached hereto as **Exhibit 3**, Pursuant to Articles 3.1 and 3.2 of the Will, the Decedent devised her residuary estate to the Nhu Thi Sakura Remainder Trust to be apportioned as follows: **SUSAN SAKURA BUCK (75.00%) and NGUYEN THI QUYNH VAN (25.00%), outright and free of trust.**

Said property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises.

This is **improved** property known as: **2508 Devon Valley Drive, Nashville, TN 37221.**

IN WITNESS WHEREOF, Grantor has executed this instrument on this the 11 day of August 2026.

ESTATE OF NHU THI SAKURA

Susan Sakura Buck

SUSAN SAKURA BUCK, *Executrix*

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Susan Sakura Buck**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged herself as **Executrix** of the **Estate of Nhu Thi Sakura** and in her capacity as such **Executrix**, acknowledged that the execution of the within instrument was for the purposes therein contained.

Witness my hand and official seal at office, this 11 day of August 2026.

Jessica Lin Clay

Notary Public
My Commission Expires: 01-04-27

EFILED 05/06/25 01:24 PM CASE NO. 25P918 Joseph P. Day, Clerk

Exhibit 1

IN THE SEVENTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE AT NASHVILLE (PROBATE DIVISION)

IN RE: ESTATE OF	)	
NHU THI SAKURA,	)	**No.** _____
Decedent.	)	

ORDER TO ADMIT LAST WILL AND TESTAMENT TO PROBATE AND FOR ISSUANCE OF LETTERS TESTAMENTARY

This cause came to be reviewed by the Honorable Andra Hedrick, Seventh Circuit Court Judge for Metropolitan Nashville – Davidson County, Tennessee, upon the Petition to Admit Last Will and Testament to Probate and for Issuance of Letters Testamentary filed by Susan Buck ("Petitioner"). Based upon the unopposed Petition and a review of the record as a whole, the Court finds the Petition to be well-taken and, therefore, granted.

All interested persons were provided notice of this proceeding and sent a copy of the pending Petition. The original Last Will and Testament of Decedent, executed on October 6, 2010 was properly executed and witnessed by two persons. The Attestation Clause of the witnesses is attached to the Last Will and Testament. From the findings of the Court, and for other good cause shown, the following is hereby Ordered:

It is, therefore, **ORDERED**, **ADJUDGED** and **DECREED** that the Last Will and Testament of the Decedent, dated October 6, 2010 shall be admitted for the purpose of probate. Notice to Creditors shall be given by the Clerk of the Court through publication or as otherwise required by law.

It is, further, **ORDERED** that Petitioner, Susan Buck, shall be appointed

Personal Representative of the Estate of Nhu Thi Sakura. The Clerk of the Court shall issue Letters Testamentary accordingly. The requirements of posting a Bond, filing an Inventory, and filing Interim and Annual Accountings are waived pursuant to the provisions of Decedent's Last Will and Testament.

It is, further, **ORDERED** that a Status Report shall be filed within 15 months of entry of this order and annually thereafter in accordance with law and local rules.

It is, further, **ORDERED** that the costs and attorneys' fees incurred in connection with this cause shall be taxed to Decedent's estate.

It is so **ORDERED**.

[JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW]

APPROVED FOR ENTRY:
Submitted electronically and subject to judicial revisions.

/s/ Adam Barber

Jennifer Sheppard (024699)
Adam Barber (031014)
Kate Nyquist (038589)
MARTIN HELLER POTEMPA & SHEPPARD, PLLC
2122 21st Avenue South
Nashville, TN 37212
(615) 800-7096 Office
jsheppard@mhpslaw.com
abarber@mhpslaw.com
knyquist@mhpslaw.com

Attorneys for the Estate

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been forwarded to the following persons via United States Postal Service, postage prepaid, and/or electronically to the address(es) as indicated:

Susan Sakura Buck
2508 Devon Valley Road
Nashville, Tennessee 37221

Lisa Marie Hagen
11007 Meadowvale Circle,
Highlands Ranch Colorado 80130

Lucy Nhu Buck
2508 Devon Valley Road
Nashville, Tennessee 37221

This 5th day of May 2025.

/s/ Adam Barber

Adam Barber

Case Title: BUCK V SAKURA

Case Number: 25P918

Type: APPOINTING ORDER - ESTATES

So Ordered

Judith Lojek, Probate Special Master

Exhibit 2

IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

(PROBATE DIVISION)

LETTERS TESTAMENTARY

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

TO: **SUSAN SAKURA BUCK** DOCKET NO: **25P918**

*It appearing to the Court that **NHU THI SAKURA** has died leaving a written Will in which you are appointed **Executrix** 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 **SUSAN SAKURA BUCK**, 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, Joseph P. Day, Clerk of the Probate Court, at office, this **May 6th, 2025***

JOSEPH P. DAY, Clerk

A. Lucer D.C.

STATE OF TENNESSEE)

DAVIDSON COUNTY)

I, JOSEPH P. DAY, 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 **SUSAN SAKURA BUCK** as **Executrix** of the estate of **NHU THI SAKURA**, deceased, and I do further certify that **SUSAN SAKURA BUCK** is still acting **Executrix** of the estate of **NHU THI SAKURA** 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 17th day of Sept, 20 25.

JOSEPH P. DAY, Clerk

D.C.

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

25P918

Exhibit 3

FILED
MAY - 6 2025
JOSEPH P. DAY, Clerk
By _____ Deputy

LAST WILL

OF

NHU THI SAKURA

I, Nhu Thi Sakura, of Davidson County, Tennessee, publish this as my last will and revoke each will and codicil I previously made.

ARTICLE 1
FIDUCIARIES

1.1 Executor. I appoint my daughter, Susan Sakura Buck of Brentwood, Tennessee, executor of my will. In the event Susan Sakura Buck is unable or unwilling to act as executor, I name my daughter, Nguyen Thi Quynh Van of Cathedral City, California, as alternate executor. If Nguyen Thi Quynh Van is unable or unwilling to act, I name my daughter Lisa Marie Hagen of Littleton, Colorado as alternate executor.

1.2 Trustee. In the event a child of mine named as beneficiary under this will predeceases me, and a trust is created under this will for the benefit of my predeceased child's children, I name as trustee of each separate share the appointed legal guardian of my predeceased child's children.

ARTICLE 2
DISTRIBUTION OF TANGIBLE PERSONAL PROPERTY AND SPECIAL BEQUEST

2.1 Special Bequest. Upon my death, I give my diamond engagement ring to my daughter, Susan Sakura Buck, with the intent that Susan gives this ring to my granddaughter Lucy Nhu Buck upon her twenty first birthday. If Susan Sakura Buck predeceases me, I give my diamond engagement ring to my granddaughter, Lucy Nhu Buck. If I no longer own my diamond engagement ring at my death, this bequest shall lapse.

2.2 Gift of Tangible Personal Property. I may leave a memorandum 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 or organization named in the writing to receive a particular item does not survive me or does not exist 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 will pass to the named persons or organizations only to the extent such items are owned by me at my death, and will not be substituted for or replaced.

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

For items not otherwise disposed of, I give each item of tangible personal property used by me in a strictly personal way, each item of household furniture and each automobile in shares of substantially equal value to my daughter Susan Sakura Buck. If Susan Sakura Buck does not survive me, I give the property to be part of my Remainder Estate.

2.3 Casualty Insurance. Each insurance policy covering an item of property passing under this Article passes with the property. The recipient is not to be charged for any unearned premium already paid. If an item of property passing under this Article has been destroyed or damaged, the insurance proceeds recovered or recoverable are to be paid in place of the destroyed item and in addition to a damaged item.

ARTICLE 3
DISTRIBUTION OF REMAINDER ESTATE

3.1 Remainder Estate. The rest of my estate, subject to the charge of all death taxes, is referred to as my "Remainder Estate." I give my Remainder Estate to the trustee to be the principal of a trust referred to as the "Remainder Trust." The Remainder Trust shall be held, managed and controlled in trust and the income and principal distributed authority contained in this Article.

It is my intent to keep what I own in my family line, and that any distributions made under this will be made solely for the benefit of my daughters and my grandchildren. In that regard, it is my wish that the beneficiaries take steps to maintain all distributions as individual property, and not comingle the assets with marital assets.

3.2 Apportionment of Remainder Trust. On my death, the then principal and any undistributed income of the trust is to be apportioned as follows:

- One seventy five percent (75%) share to my daughter, Susan Sakura Buck;
- One twenty five percent (25%) share to my daughter, Nguyen Thi Quynh Van

If Nguyen Thi Quynh Van should predecease me, her share shall be apportioned to my daughter Susan Sakura Buck.

If Susan Sakura Buck should predecease me, any share so allocated to her share shall be apportioned and distributed according to Article 3.3.

Any amount or amounts so apportioned to Susan Sakura Buck or Nguyen Thi Quynh Van shall be distributed to the beneficiary, outright, free of trust.

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

3.3 Distribution of Separate Share Trust. Any amount apportioned or reapportioned at any time to the children of a deceased child of mine will be held in trust and distributed as follows:

(a) Apportionment of Separate Share Trust. Any amount apportioned to the descendants of a deceased child of mine will be further apportioned into equal shares, one share for each said descendant, per stirpes. Amounts so apportioned will be held in trust and distributed as set forth in this article 3.3.

(b) Income Distribution. The trustee as it deems advisable may distribute same or all of the trust income to or for the benefit of the beneficiary. Income distributions may be made for the education, health and emergency needs of the beneficiary. Any income not distributed is to be accumulated for future use.

(c) Principal Distribution. The trustee as it deems advisable may distribute some or all of the trust principal to or for the benefit of the beneficiary. Principal distributions may be made to meet the education, health and emergency needs of the beneficiary.

(d) Final Distribution. If the beneficiary has attained age twenty one (21) at the time of apportionment or reapportionment or when the beneficiary later attains that age, the principal of the trust and any undistributed income is to be distributed to the beneficiary free of trust.

(e) Reapportionment on Death of the Beneficiary. On the death of the beneficiary before the final distribution date of a trust apportioned to the person, the trust, to the extent it is vested, is to be reapportioned to the person's then-living descendants, per stirpes. If the person is not survived by descendants, the trust, to the extent it is not vested, is to be reapportioned among the then-living descendants, per stirpes, of the persons most closely related ancestor who is then survived by descendants, provided that the ancestor is me or a descendant of mine. The amount or amounts so apportioned to any other descendant of mine will be distributed either free of trust or otherwise subject to the trustee's discretionary powers in Paragraph 3.5.

3.4 Contingent Distribution. If, at anytime, there is no person qualified to receive any trust under this Article 3, the trust estate will pass free of trust as follows:

100% to those who would have taken property owned by me had I died at the time intestate and domiciled in Tennessee.

3.5 Vesting and Continuation of Trust Interests. When the time arrives for the distribution of part or all of the principal of the trust, the trust, or portion, which is distributable becomes fixed and is not to be reopened to let in any contingent beneficiary or afterborn person. If, at the time of distribution, the beneficiary has not attained age

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

twenty-one (21), the trustee will continue to hold the amount in trust until the beneficiary attains age twenty-one (21). If, at the time of distribution, the trustee determines that it would be in the best interests of the beneficiary because of some physical or mental incapacity, or because the beneficiary is addicted to a drug or alcohol, to continue the amount distributable to him in trust, the trustee may continue to hold the amount in trust for the period determined by the trustee. While the trust continues, the trustee may pay to or apply for the benefit of the beneficiary some or all of the income or principal as the trustee deems necessary or desirable in order to provide for the proper support, maintenance or education of the beneficiary and on the beneficiary's death will pay the principal and any undistributed income to the beneficiary's estate.

ARTICLE 4
PROVISIONS RELATIVE TO FIDUCIARIES

4.1 Definition. The term "fiduciary" means the executor or trustee serving at any time under this instrument and includes successors.

4.2 Bond. No bond is required of any fiduciary appointed under this instrument or by any court.

4.3 Compensation. The fiduciary is entitled to reasonable compensation for services rendered, the amount to be fixed by agreement with a majority of the adult current income beneficiaries.

If a fiduciary is serving as an executor and maintains a published fee schedule, the fee according to the schedule is deemed reasonable. The fiduciary's compensation for services as an executor will be charged as an expense against principal.

If a fiduciary is serving as a trustee and maintains a published fee schedule, the fee according to the schedule applicable to the period for which compensation is sought is deemed reasonable. The fiduciary's compensation for services as a trustee will be charged as an expense against income regardless of the basis for computing the compensation.

4.4 Reports of Fiduciary. The fiduciary is not required to make reports to or settlements with any court. However, the fiduciary is to render annually, to each income beneficiary of the estate or trust, or to the natural or legal guardian of the beneficiary, full statements showing all items of income, receipts, expenses and disbursements and a schedule of all assets and liabilities of the estate or trust.

4.5 Binding Effect. Any fiduciary alone may perform on behalf of the fiduciaries all acts necessary for the acquisition, sale and transfer of personal and real property, including the giving of directions and the signing and endorsing of checks and other negotiable

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

instruments, stock and bond certificates and powers, deeds to real property and related transfer documents, applications, tax forms and other forms or documents. No person, firm or corporation dealing with the fiduciaries need inquire into the propriety of any act if the fiduciary certifies in writing to that person that the fiduciaries have approved the act.

The fiduciary's exercise or nonexercise of powers and discretions in good faith are conclusive on all persons. No person paying money or delivering property to any fiduciary hereunder is required or privileged to see to its application. The certificate of the fiduciary that the fiduciary is acting in compliance with this instrument fully protects all persons dealing with the fiduciary.

4.6 Delegation of Powers. Any fiduciary may, by written instrument, delegate some or all his powers to the remaining fiduciary or fiduciaries for any period specified in the writing. During that period, or until the delegating fiduciary sooner gives written notice revoking the delegation, the remaining fiduciary or fiduciaries may act as though the delegating fiduciary were deceased and had no successor. If the delegation is revoked before the stated period expires, the revocation will affect only those actions begun after the notice of revocation is actually received.

4.7 Acts of Fiduciaries. Except as expressly set forth to the contrary in this instrument, any action taken by the fiduciaries is authorized by the concurrence of a majority of the fiduciaries then acting or, if only two are then acting, by the concurrence of both.

4.8 Responsibility. No fiduciary is responsible for the acts or omissions of any other fiduciary or for allowing any other fiduciary to have custody or control of the funds and property of the estate or trust estate. Each fiduciary is responsible only for his or her own acts or omissions in bad faith or as a result of gross negligence.

4.9 Presumed Fiduciary Consent. A fiduciary is presumed to have approved a proposed act or decision to refrain from acting if that fiduciary fails to indicate approval or disapproval thereof within fifteen (15) days after a written request for approval. A fiduciary is not required to continue to make a proposal which has been disapproved on at least two occasions if that fiduciary has informed each disapproving co-fiduciary that continued disapproval will be presumed until notice to the contrary is received.

4.10 Signing Procedure. The fiduciaries may sign documents by jointly signing one document or separately signing concurrent counterpart documents.

4.11 Effect of Merger. If any corporate fiduciary designated to act or at any time serving is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall be the fiduciary in place of its predecessor.

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

4.12 Resignation. Each fiduciary serving under this instrument may resign at any time by giving written notice of the resignation to the then serving other fiduciary or, if there is no other fiduciary serving, to the current adult beneficiaries.

4.13 Appointment of Additional Fiduciary. The fiduciary at any time serving is authorized to appoint an individual or corporate fiduciary or both to serve with the existing fiduciary. The additional fiduciary once appointed has the same authority and responsibility as though the additional fiduciary had been originally appointed.

4.14 Appointment of Successor Fiduciary.

(a) Named Successor. If the fiduciary ceases to serve, dies or becomes incapacitated, I appoint to serve as fiduciary those named in Article 1 of this document.

(b) Power to Appoint Successor Fiduciary. If there is ever a time when none of the named fiduciaries is serving, a majority of the current adult beneficiaries may appoint individual or corporate fiduciaries or both.

(c) Incapacity. A statement in writing by the attending physician of a fiduciary stating the fiduciary is incapacitated and unable to serve is conclusive evidence of the fiduciary's inability to serve and of the duration of the incapacity. It is the responsibility of any beneficiary or person with knowledge of a fiduciary's incapacity or death to advise the successor fiduciary of the need for its services, or, if there is no successor fiduciary named, of the beneficiaries need to appoint a successor.

4.15 Situs. A successor corporate fiduciary with place of business in any state or in the District of Columbia may be appointed under the provisions of this instrument, it being my intent not to restrict the situs of the trust estate to any one state.

4.16 Settlement of Accounts on Vacating Office. If a fiduciary ceases to serve, except where an individual fiduciary dies, the fiduciary is to file with each other fiduciary, including successors, a settlement of the accounts and an inventory of the estate or trust estate. The fiduciary is not required to make any report to or settlement with any court. The expense of the settlement and inventory is to be paid by the estate or trust estate. The fiduciary ceasing to serve is to deliver the estate or trust estate assets to the successor or remaining fiduciary.

4.17 Duties of Successor Fiduciary Regarding Predecessor Fiduciary. Any successor fiduciary appointed to serve under this instrument, has no duty to audit or examine the records of its predecessor fiduciary and no duty to discover any irregularity relating to its predecessor's operation of the trust. No successor fiduciary is liable for any act or omission of a predecessor fiduciary.

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

4.18 Appointment of Ancillary Fiduciary. If the fiduciary is unable to act in any jurisdiction with respect to any property, asset, interest or claim owned by me or any trust created hereunder because of the laws of the state in which the property, asset, interest or claim is located, then the fiduciary is authorized to appoint, employ, remove and compensate any person, other than a descendant of mine, or corporate fiduciary capable of so acting with regard to the property, asset, interest or claim, in the manner and upon the terms and conditions, including the power to establish a trust and employ as fiduciary any person or corporate fiduciary, including any affiliated company, capable of acting with regard to the property, asset, interest or claim, as the fiduciary deems acceptable and to treat as an expense of the trust any compensation, charges and expenses paid. The fiduciary is permitted to serve without bond.

If any fiduciary is appointed, I give the person or corporation, in addition to the powers conferred by the law of its situs, all the rights, powers and discretion that are set forth or referred to in any Article of this instrument, including the power to sell real or personal property at public or private sale for any purpose and to hold title to property in the name of a nominee, to be exercised without court order; provided however, that in the exercise of any power granted, the fiduciary shall first consult with and obtain the written consent of the fiduciary acting generally at the time before taking any action whatsoever.

4.19 Application of Fiduciary Powers. Each power granted under Article 7, which appears to apply only to a corporate fiduciary, is equally applicable to an individual fiduciary.

4.20 Restrictions on Individual Fiduciary. No fiduciary who is also a permissible beneficiary under this instrument is allowed any voice, directly or indirectly, with respect to determining amounts of distributions or payments of net income to himself or herself, or as to withholding income distributions from himself or herself, or in determining whether any distribution of principal is made under this instrument to himself or herself, or as to the matter of terminating any trust under this instrument. No fiduciary whose life is insured by any policy of insurance owned by the trust is to have any interest in any the policy, nor exercise any power (either alone or in conjunction with another person or persons) to change the beneficial ownership in the policy or its proceeds, or the time or manner of enjoyment thereof, nor have, retain or exercise any other power (either alone or in conjunction with another person or persons) regarding the policy which would be deemed an incident of ownership in the policy. No individual fiduciary who is obligated to support any permissible beneficiary under this instrument is allowed any voice, directly or indirectly, with respect to determining amounts of distributions or payments of net income or principal to the permissible beneficiary for whom the individual fiduciary has a duty to support.

4.21 Action by Beneficiaries. Any action to be taken by the beneficiaries under this Article is valid if taken by the beneficiaries of the estate or of the trust estate, as the case may be, who at any time represent a majority in interest in the estate or in the trust estate.

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

Any beneficiary who is a minor or who is under other legal disability will be represented by his or her parent or his or her duly appointed guardian.

4.22 Nonresident Provision. The named fiduciary may appoint a fiduciary to meet any requirement that at least one fiduciary be a resident of the state of my domicile.

ARTICLE 5
PAYMENT OF DEBTS, EXPENSES AND TAXES

5.1 Debts, Funeral and Administration Expenses. My executor is to pay all legally enforceable debts incurred by me, my funeral and burial expenses, the expenses of my last illness, and the administration expenses of my estate.

I direct my executor to pay any outstanding charitable pledge I made without requiring the charity to file a claim.

My executor has discretion to pay each debt secured by real estate.

Payment of these expenses may be made from the principal or income of the estate and no compensating adjustments are to be made because of the source of payment.

5.2 Income Tax Treatment of Administration Expenses. My executor may claim each estate administration expense as a deduction on the U.S. Estate Tax Return or on any U.S. Income Tax Return for my estate. No compensating adjustments between the income and principal are to be made because of the decision.

5.3 Separate Share Tax Consequences. If the application of the separate share or any other income tax rule as to a separate share of an estate results in the estate having an income tax liability, the income tax will be paid from the separate share generating the liability.

5.4 Taxes.

(a) Defined. Except for the taxes payable from my non-probate estate as defined in Paragraph 5.5, the term "taxes" means each transfer tax assessed by the United States, any state or other governmental unit because of my death for which my estate is liable

(i) on property passing under my will
(ii) on property passing outside my will

and includes any penalty or interest assessed.

(b) Payment. My executor is to pay all taxes from my Remainder Estate.

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

5.5 Taxes Payable from Non Probate Estate.

(a) Defined. The term "taxes payable from my non probate estate" means each United States, state or other governmental unit tax:

(i) on any property included in my gross estate for tax purposes which passes outside my will to a person who would not be a taker from my estate if I died intestate,

(ii) on each generation skipping taxable distribution or taxable termination,

assessed because of my death for which my estate is liable and includes any penalty or interest assessed.

(b) Action by Executor. Unless the beneficiaries of the Remainder Estate waive the requirements of this paragraph, my executor is to recover from the person or entity possessing the property, whose transfer gave rise to a tax, each tax imposed because of the transfer. It is my intent that these taxes not be paid from my probate estate.

ARTICLE 6
DEFINITIONS

6.1 My Children. I have four children:

Nguyen Thi Quynh Van, born August 12, 1960
Lisa Marie Hagen, born September 10, 1964
Susan Sakura Buck, born August 28, 1967;
Vincent Charles Sakura, born December 24, 1969

As I have made other provisions for my daughter, Lisa Marie Hagen, I have not mentioned her in this will. I specifically make no provisions, in this will or otherwise, for my son Vincent Charles Sakura, for reasons personal to me.

6.2 Adopted Children. Every legally adopted child of any person designated or described in this instrument and every descendant, by blood or adoption, of the adopted child has the same status under this instrument as if the adopted child were the blood child of its adoptive parents with respect to rights to receive property and benefits while living and with respect to the passing of interests on the death of the adopted child or descendant; and the words "children" and "descendants" and words and phrases of similar import are to be so construed.

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

6.3 Singular and Masculine Usage. Any use of the masculine includes the feminine, and the singular the plural, when the meaning is appropriate.

6.4 Definition of Code. "Code" means the Internal Revenue Code of 1986 as amended. Each reference to a specific section must be read at the date the document was signed and includes each revision or renumbering of the section.

6.5 Definition of Education. The term "education" means formal instruction at an established educational institution and at any level and includes the cost of tuition, room, board, fees, books, supplies and other expense or allowance as the trustee deems proper.

6.6 Definition of Emergency. The term "emergency" means an unusual or nonrecurring need of a beneficiary - for example, illnesses other than of a routine nature; accidents; loss or destruction of earning power or property; the expenses of which cannot be met through other means available to the beneficiary.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Dealing with Executor. No person dealing with the executor in any capacity is bound to inquire into the capacity to act on the part of the executor or into the authority for, or propriety of, any act of the executor or to see to the application or disposition of any money or other property paid, delivered or loaned to the executor.

7.2 Income During Administration. During the administration of my estate, the executor is authorized to make distributions of the income of the estate to the same persons, and in the same proportions, as might be made if the administration were completed.

7.3 Disposition of Assets. I authorize the executor, without the order of any court, to sell any of my real estate or personal property not specifically given by me at public or private sale, without the joinder of any beneficiary, in the manner and on the terms and for the price as may seem best; and on each sale of real estate the proceeds are to be treated as forming part of my personal estate.

7.4 Waiver of Inventory Reports and Appraisal. I authorize my executor to administer and settle my estate without the necessity of filing an inventory or making any report or final settlement with any court to the extent permitted by law. I expressly waive appraisal of my estate if an appraisal is required by law.

7.5 Discretionary Powers. In addition to and not in limitation of all common law and statutory authority and all powers otherwise granted in this will, the executor is granted the following specific discretionary powers, duties and obligations:

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

(a) Investments. To retain as investments all property which is included in my estate at the time of my death.

(b) Diversification. To acquire and retain all kinds of property without regard to principles of diversification.

(c) Borrowing. To borrow money if the executor deems it advisable in the administration of my estate on the terms my executor deems advisable.

(d) Leases. To enter into leases extending beyond the period of administration of this estate.

(e) Distribution. To make distribution in cash or in kind or partly in each, even if shares be composed differently.

(f) Responsibility . To exercise all powers with respect to the property included in my estate that any Individual would exercise in the management of similar property owned in his own right and not to be responsible for losses, if any, resulting from honest mistakes of judgment.

(g) Accounts. The executor may establish bank and brokerage accounts and may authorize that checks or drafts may be drawn on, or withdrawal made from, any account on the individual signature of any trustee. The accounts so authorized may be established with the commercial side or affiliates of any corporate executor.

7.6 Distribution to Minors. Whenever my executor is directed to pay any money or to deliver any property to or to use any money or property for the benefit of any minor, my executor is not to require the appointment of a guardian. I authorize my executor in the executors discretion to retain any part of the money or property during the minor's minority or to deliver all or any part of the money or property without the necessity of requiring bond to the guardian of the person or property of minor or to the person with whom the minor may reside or to the minor. The receipt of any person for the money or property discharges the executor irrespective of the age or other qualifications of the person.

7.7 Ancillary Administration. If I own real estate located outside the state of my domicile or if ancillary administration of my estate is needed for any other reason, I appoint my domiciliary executor or any of them who may be permitted to qualify in the other jurisdiction as my executor in the other jurisdiction. If my domiciliary executor or any of them is unable or unwilling to qualify, I appoint as my executor in the other jurisdiction the person or persons selected by my domiciliary executor by an instrument in writing signed by my domiciliary executor and delivered to the person or persons so selected and to the court in the other jurisdiction having the authority over the ancillary probate of my will. The ancillary administrator is not required to post bond, file

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

inventories or make reports to any court and has the same powers as my domiciliary executor. As quickly as the ancillary administrator can complete the ancillary administration, the net assets from the ancillary administration are to be delivered to my domiciliary executor.

7.8 Real Estate. Any real property that I own at my death is to be part of my probate estate and treated as forming part of my personal estate for administration purposes.

7.9 Power to Disclaim. Each person entitled to receive an interest under this instrument may disclaim the interest in whole or in part if the person has not accepted the interest or any of its benefits. The person will not be treated as accepting an interest or any of its benefits if the person takes physical possession of the property solely to protect it against loss or damage and, if the person is not otherwise appointed a fiduciary, I appoint the person a special fiduciary for the purpose of protecting the property.

If the recipient of an interest dies or is incapacitated, the decision whether to disclaim and the disclaimer will be made by the recipient's personal representative guardian or conservator.

To be effective the disclaimer must (a) be in writing (b) be delivered to my executor on or before the date which is nine (9) months after my death unless the recipient is a minor in which case delivery must be within nine (9) months of the date the recipient attains majority and (c) must describe the property and the interest or part of it being disclaimed.

If an interest is disclaimed, the interest will pass as otherwise directed in this instrument as though the disclaimant predeceased me. If there is no direction, any interest disclaimed by a disclaimant of a more remote degree of relationship to me than a child will pass to the disclaimant's parent who is a descendant of mine. Any interest disclaimed by a disclaimant and by the person who would take by reason of the disclaimer will pass in equal shares, one equal share for each then-living child of the disclaimant.

If there is a disclaimer and a document is needed to evidence passage of title to the recipient of the disclaimer, I direct my executor to sign the document.

7.10 Earnings on Specific Gifts. If my will contains a specific gift of shares of stock, bonds, notes, other negotiable securities, specifically identified certificates of deposit or depository accounts or other similar property, the earnings attributable to the property from the date of my death to the date of the distribution belong to the recipient.

If my will contains a specific gift of a specified sum of money, my executor has 120 days from the date of my death in which to distribute the gift without the recipient participating in any earnings on the sum. If my executor does not distribute the gift within 120 days from the date of my death, the recipient will be entitled to receive in addition to the gift a proportionate share of the earnings of my estate from the date of my death to the date such gift is distributed.

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

7.11 Reservation of Right to Alter, Amend or Revoke Will. I specifically reserve the right to alter, amend or revoke this will at any time.

7.12 Joint Accounts. If any of my accounts are joint accounts with right of survivorship, it is my intention that these joint accounts pass to the surviving joint owner at my death.

7.13 Arbitration of Disputes. In order to save the cost of court proceedings and promote the prompt and final resolution of any dispute regarding the interpretation of my will or the administration or distribution of my estate or any trust under my will, I direct that any dispute be decided by an arbitrator who shall be a Fellow of the American College of Trust and Estate Counsel selected by its chair of the state which has jurisdiction of my estate of the trust in question. The arbitrator shall establish the procedures that govern the arbitration. The arbitrator's decision shall not be appealable to any court but shall be final and binding on any and all persons who have or may have an interest in my estate or any trust under my will, including unborn or incapacitated persons, such as minors or incompetents. No guardian or trustee ad litem shall be appointed to represent the interests of those persons in any arbitration. The arbitrator's fee shall be paid by my estate or from the principal of the trust in question.

7.14 Stepped Up Basis Allocation. In the absence of unanimous agreement of the beneficiaries, the Personal Representative is to allocate any stepped-up basis proportionally among the assets passing to each specific gift and residuary beneficiary of the decedent's estate.

7.15 Distributable Share Calculation. To calculate each residuary beneficiary's share of the estate, including income, appreciation or depreciation, the Personal Representative will divide the single beneficiary's share of the net probate estate by the total net probate estate. Each beneficiary's share is to be used to determine the beneficiary's share of income, loss, appreciation or depreciation at each distribution and shall not change. To calculate the net probate estate, the Personal Representative shall deduct from the gross value of the probate estate, as finally determined for death tax purposes, each legally enforceable debt, administration expense, death tax, income tax charged to principal and specific gift.

7.16 Use of Exempt Life Insurance Proceeds. Although it is not my intent to waive any exemption from the claims of my creditors for the proceeds of any life insurance, I authorize my personal representative to use part or all of the proceeds of any life insurance payable to my estate or my personal representative for the payment of my debts, the expenses of administering my estate or death taxes payable by my estate, but only if and to the extent that the personal representative in the personal representative's absolute discretion determines that using the proceeds in that manner is in the best interest of the beneficiaries of my estate.

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

7.17 Exercise of Power of Appointment. To effectively exercise a power of appointment, the person who possesses the power must comply with each requirement of this paragraph. If the terms of the power specify a particular document for exercise, the exercise must be in the document. If the terms of the power specify a particular time for signing the required document, the time must be strictly followed. If there is no required document or time for exercise, the exercise must be in writing and delivered to the person or entity possessing the property subject to the power. The delivery must be within a reasonable time to allow the person or entity possessing the property to act on the exercise.

If the provisions creating the power require specific reference to the power for exercise, that requirement is satisfied only if the document exercising the power identifies the document creating the power, gives the date the document was signed and identifies by number the paragraph of the document that grants the power.

ARTICLE 8
POWERS, DUTIES AND OBLIGATIONS OF TRUSTEE AND MISCELLANEOUS PROVISIONS

8.1 Investments. In addition to and not in limitation of all applicable common law and statutory authority for trust investments, the trustee has the following investment powers:

(a) In General. Except as otherwise expressly provided in this instrument, the trustee may invest or reinvest each item of money and other property, which power includes the right to sell an existing investment. In making any investments or reinvestments, the trustee is not restricted to those authorized or prescribed by any applicable present or future law governing trust investments.

(b) Diversification. The trustee may acquire, receive and retain investments, without regard to principles of diversification, and without regard to the predominance of common stock, or stock in closely held corporations. If a majority of the current adult beneficiaries of the trust, direct the trustee in writing to retain an asset or concentrations in categories of assets, the trustee is not liable to the current or future beneficiaries for acting as directed in the written directions even though the trustee's action in following the written directions is contrary to its advice to diversify. If the current adult beneficiaries are ancestors of later *trust* beneficiaries, the actions taken by the current beneficiaries are binding on the subsequent beneficiaries.

(c) Common Trust Funds and Proprietary Mutual Funds. The trustee may invest in common trust funds maintained by any corporate trustee serving under this instrument. Without limitation, the corporate trustee is authorized to invest in collective funds maintained by it or by an affiliate and in mutual funds for which an affiliate of the corporate trustee serves as the investment advisor.

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

(d) Dealing with Affiliates. The corporate trustee is authorized to maintain accounts with; purchase products or services from or sell products or services to or otherwise deal with any entity that is an affiliate, subsidiary or related entity of the corporate trustee if the corporate trustee determines that dealing with the affiliate, subsidiary or related entity provides the trust with services or products of equal or better value than those acquired from an unrelated source.

(e) Stock in Corporate Trustee. The trustee is authorized to retain for investment any stock in any corporate trustee serving under this instrument and to acquire and retain additional stock in any corporate trustee if the trustee deems the action to be in the best interest of the trust estate. The trustee is authorized to exercise the same discretions, rights, powers, and authority regarding any shares of stock in any corporate trustee as is conferred upon the trustee by this instrument regarding other property in the trust estate. The stock of any corporate trustee serving under this instrument is to be voted by the individual trustee alone, if there is one then serving, and, if not, in accordance with the written instructions of a majority of the adult beneficiaries at that time. In the event it is deemed advisable that all or any portion of the stock in the corporate trustee be sold, the trustee may sell the stock to any person, including any co-fiduciary, director, officer, employee, other stockholder, or beneficiary of the trust estate, at the best price reasonably obtainable, provided the sale is approved by the executive committee of the corporate trustee, or the committee that may then be performing functions substantially the same as those now performed by the executive committee of the corporate trustee. The trustee shall have the same power and authority as granted in this paragraph with respect to the stock of any holding company or other company which owns or controls the corporate trustee or which is owned or controlled by the corporate trustee and the stock of the holding company or other company shall be voted as specified in this paragraph.

(f) Additional Authorized Investments. In addition to the investment powers conferred in the preceding paragraphs of this Article, my trustees are authorized, but are not directed, to acquire and retain investments not regarded as traditional for trusts, including investments that would be forbidden by the "prudent person" rule. My fiduciaries may in their sole discretion invest in any type of property, wherever located, including any type of security or option, improved or unimproved real property, and tangible or intangible personal property, and in any manner, including direct purchase, joint ventures, partnerships, limited partnerships, corporations, mutual funds, or any other form of participation or ownership whatsoever. In making investments my trustee may disregard the following factors: (1) whether a particular investment will produce a reasonable rate of return or result in the preservation of principal; and (2) whether any or all of the investments would traditionally be classified as too risky or speculative for trusts. I intend that my trustee have complete discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy. My

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

purpose in granting the foregoing authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, my trustee shall not be liable for any loss in value of an investment merely because of the nature of the investment or the degree of risk presented by the investment, but shall be liable if their procedures in selecting and monitoring the investment are proven by affirmative evidence to have been negligent and the negligence was the proximate cause of the loss. My trustee may retain or consult the experts, including specialized investment counsel, appraisers, accountants and attorneys, as in their sole discretion they determine would be appropriate for advice in the selection, maintenance and disposition of investments, without regard to any duty for non-delegation, and may pay the fees of the experts, as well as all expenses incurred in the acquisition, storage, maintenance and delivery of investments, from income or principal or both of my estate or any trust, as the case may be. Examples of investments and forms of investment that I intend to authorize by this Paragraph include securities offered by new ventures, commodities, gold, silver and other precious metals, works of art, antiques, foreign currencies, coins, jewels, postage stamps, rare books, heavy equipment, oil, gas mineral, timber and other interests in natural resources, future contract, spot contracts, claims, puts, calls, straddles, short or long contracts, and any form of option agreement. The preceding list is not intended to be comprehensive or to preclude investments not listed.

(g) Appointment of Investment Advisor: Delegation and Trustee Liability. A majority of the current adult beneficiaries may appoint an investment advisor or advisors and delegate to them the responsibility for managing the investments of the trust. If an investment advisor or advisors is appointed and delegated investment responsibility, the then serving trustee is not responsible for the investments of the trust nor is the trustee responsible for any loss, claim, expense or other liability resulting from the investment of the trust assets.

(h) Nominee. To hold investments in the name of a nominee, in which case, with respect to securities held in the nominee's name, the nominee is excused from endorsing the securities in blank and is excused from signing transfer powers in blank and attaching them to the securities.

(i) Proxy and Voting Trusts. To vote any stock or other security held in this trust in person, or by special, limited or general proxy, with or without power of substitution, or to refrain from voting the same. To waive notice of any meeting and to give consent for or with respect thereto. To enter into or oppose, alone or with others, voting trusts.

(j) Real Estate and Tangible Personalty. To purchase, sell, alter, repair, improve or partition real estate or tangible personalty; to mortgage or otherwise encumber the property; to make and sign leases of the property for any period, even if beyond the term of the trust; and to sign and deliver any deed, bill of sale,

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

mortgage, deed of trust, transfer or assignment, without the joinder of the beneficiary and without disclosing the beneficiary of the trust. The trustee may determine the rate and method of depreciation on all depreciable property and may withhold the amount of depreciation from income. Any amount so withheld constitutes a funded reserve for depreciation and remains a part of principal. The trustee may make capital improvements and use the funded depreciation reserve, or any other part of principal, for the improvements. Insurance, repairs and other ordinary expenses are to be charged against income, and the trustee may determine whether an expense is an ordinary expense or a capital improvement.

(k) Business Interests. With respect to an interest of any kind in any business included in the trust estate, whether the interest is in sole proprietorship, partnership or corporate form, to do generally all acts in relation to the interest as if the trustee were the absolute owner including, but not by way of limitation, the power to carry on the business in the manner or form and for the time that the trustee deems advisable; to sell or otherwise dispose of the same as a going concern and to accept consideration for it in cash, securities, notes or other form of property or evidence of indebtedness as the trustee deems advisable; to liquidate it in whole or in part; to incorporate it or enter into a partnership agreement with respect to it; to carry out any agreement to which the interest is subject; or to withhold distribution of the trust estate for the period of time that is necessary to permit an orderly liquidation of the interest if the liquidation is desirable.

(l) Holding Funds Pending Investment or Distribution. The trustee is authorized to hold money in a custody arrangement while awaiting distribution or investment under the terms hereof, even though the money is commingled with other funds of the trustee (in which case the trustee shall keep a separate account of the same on the books of the trustee), and the trustee is not required to pay interest thereon.

(m) Retention of Stock in Closely-Held Business. If my estate contains stock in a closely-held corporation or stock in other corporations and interests in other business enterprises, without limiting the powers, authorities and discretions herein above conferred, I expressly directs the Trustee to retain the securities of said entity or any successor thereto or subsidiary thereof (whether operated in the form of a corporation, a partnership or a sole proprietorship), or any other business interest or successor thereto, (hereinafter collectively referred to as "Business Securities") in trust hereunder, notwithstanding that a large portion or all of any trust consists of Business Securities. The Trustee is not liable to anyone whomsoever for any loss occasioned by the retention of Business Securities in the trusts hereunder.

8.2 Trust Administration. The following provisions, as well as all consistent trust law of general applicability to this instrument, govern the administration of the trust estate:

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

(a) Accounts. The trustees may establish bank and brokerage accounts and may authorize that checks or drafts may be drawn on, or withdrawal made from, any account on the individual signature of any trustee. The accounts so authorized may be established with the commercial side or affiliates of any corporate trustee.

(b) Sales Authority. The trustee is authorized to sell at public or private sale, wholly or partly for cash or on credit, contract to sell, auction, convey, exchange, transfer, lease or rent for a period beyond the term of the trust (or for a lesser period) for improvement or otherwise, or to grant options, or otherwise dispose of all or any portion of the trust in the manner and on the terms and conditions the trustee may approve.

(c) Consolidated Fund. Any amount apportioned under this will, unless otherwise expressly provided, constitutes a separate trust held for the benefit of the person or persons, in the case of a family trust, to whom it is apportioned. However, the trustee is authorized to keep the principal of any two or more of the trusts in a consolidated fund for convenience of investment and handling, with each trust holding an undivided interest in the principal as it from time to time exists, but the trustee is to record the undivided interests of the respective trusts in the consolidated fund. If under any provision of this instrument a trust previously held for one beneficiary passes in trust for another beneficiary for whom at that time the trustee holds a trust under this instrument, the trust so passing is to be added to his other trust for administration and distribution as a part of that trust.

(d) Accumulated Income. Any trust income not currently distributed or expended is to be accumulated by the trustee and may be invested to the extent deemed advisable. Any accumulated income, at the election of the trustee, either continues to constitute income from which future distributions of income may be made or may be transferred to principal for handling and distribution as principal. Whenever any trust under this instrument is apportioned or reapportioned to another beneficiary or other beneficiaries, any accumulated income held at that time becomes principal and is to be apportioned as part of principal.

(e) Treatment of Stock Dividends and Other Securities. All stock dividends, all stock or securities received by the trustee in connection with the reorganization, merger, consolidation, recapitalization or liquidation of any corporation and all capital gains realized on sales or exchanges of assets (less income or other taxes on the sale or exchange, which are to be paid by the trustee and charged against principal) are treated as principal, and not as income for distribution.

The preceding sentence of this subparagraph will not apply to any trust under this instrument that provides for distributions to the beneficiaries on a unitrust basis.

(f) Casualty Insurance. The trustee is to keep any property constituting a part of the trust properly insured against hazards.

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

(g) Taxes, Assessments, Debts and Depreciation. The trustee is to pay all taxes or assessments, mortgages or other liens now or hereafter encumbering the trust property. The trustee is to create reserves for depreciation, depletion or other purposes as the trustee deems necessary or desirable.

(h) Principal and Income Allocation. The trustee is to determine whether any money or property coming into the hands of the trustee is to be treated as a part of the principal of the trust or a part of the income therefrom and to apportion between principal and income any loss or expenditure in connection with the trust, in each case in accordance with the provisions of the Principal and Income Act, if applicable, or if not applicable, as the trustee may deem just and equitable. Any proceeds received by the trustee from any "retirement plan", meaning any qualified pension, profit sharing, stock bonus, Keogh or other qualified plan, trust, contract, account, annuity, or bond, or individual retirement account, as those terms are defined in the Code, or any non-qualified deferred compensation agreement, salary continuation agreement, or similar arrangement, are to be treated by the trustee as principal, except that any income earned within the retirement plan from the proceeds as a result of an installment or similar election or any other deferral of payment of the retirement plan's proceeds to the trustee is to be treated by the trustee as income when received.

(i) Life Insurance. The trustee may acquire, take out, carry and maintain policies of insurance on the life of the beneficiary, or on the life of any person or persons in whom the beneficiary may at any time have an insurable interest, provided that the policies of insurance are owned by the trust or by the beneficiary, and that the proceeds of insurance are payable to the trust or the beneficiary.

(j) Employment of Agents. The trustee may employ agents, custodians, depositories and legal, tax and investment counsel and pay them reasonable compensation for their services from the trust estate.

(k) Custody of Assets. At all times during which a corporate trustee is serving, it has the duty and responsibility to retain custody, either directly or indirectly through use of a central depository or a clearing corporation" for securities safekeeping, of all stocks, securities and evidence of title owned by the trust estate, to maintain all accounting records of trust operations and to handle all clerical details of administering the trust estate.

(l) Power to Divide, Consolidate or Merge Trust. The trustee in its sole discretion has the power to divide property in any trust being held under this instrument into as many separate trusts as the trustee deems advisable to facilitate the operation of the trust or to facilitate tax planning.

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

The trustee, in its sole discretion, has the power to consolidate the property in any number of trusts being held under this instrument into one or more trusts as the trustee deems advisable to facilitate the operation of the trust or to facilitate tax planning.

If any person creates a trust or trusts pursuant to a will or other instrument, the terms of which trust or trusts are substantially similar to the terms of the trusts created under this Agreement, the trustee is authorized, in the trustee's sole discretion, to consolidate or merge the trust or trusts under this Agreement with the trust or trusts created under the other will or instrument and administer the two trusts as one unless at the time the consolidation is contrary to law or results in adverse tax consequences.

(m) Loans to Beneficiaries. The trustee may lend trust assets to a beneficiary with or without interest or security on the terms and conditions the trustee deems advisable.

(n) Tax Elections. The trustee may make the elections and allocations under the tax laws permitted to be made by the trustee as the trustee considers advisable (whether or not the election relates to trust property), without regard to, or adjustments between principal and income or the relative interests of the beneficiaries.

(o) Continuation of Powers. The powers granted the trustee in this Article may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

(p) Potential Environmental Hazard Property.

(i) Trustee Liability. No Trustee is liable for any loss or depreciation in value sustained by the trust as a result of the Trustee retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state, or local environmental law, unless the Trustee contributed to the loss or depreciation in value through willful default, willful misconduct or gross negligence.

(ii) Trustee's Right to Indemnification. Notwithstanding any contrary provision in this instrument, the Trustee, in the exercise of sole and absolute discretion, may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee as an "Owner" or "Operator" under the Comprehensive

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder.

(iii) Authorized Trustee Actions. In addition, the Trustee I expressly authorized, in the exercise of sole and absolute discretion:

(A) Remedial Steps. To take any and all actions that the Trustee, in the exercise of sole and absolute discretion, determines to be necessary or advisable to comply with any federal, state or local law affecting any property any part of which is held hereunder relating to the generation, use, treatment, storage, disposal, release, discharge, or contamination by any material or substance prohibited or regulated by federal, state or local law or that may pose a hazard to the environment or human health whether the property is owned or operated directly or through a corporation, partnerships or other entity and whether or not any request or demand for any action has been made by any person or governmental authority, without liability to any person interested hereunder for the diminution in value of any property held hereunder arising from the actions, and to pay the expenses thereof from income or principal as shall be deemed advisable.

(B) Reimbursement. To be reimbursed from any trust hereunder for any and all liabilities and expenses of any kind or nature, including, without limitation, the reasonable fees and disbursements of counsel or consultants in connection with any investigation, administrative or judicial proceeding, whether or not any Trustee hereunder is a party thereto, in any manner arising from or relating to any federal, state or local law affecting any property held in any trust hereunder relating to the generation, use, treatment, storage, disposal, release, discharge, or contamination by any material or substance prohibited or regulated by federal, state or local law or that may pose a hazard to the environment or human health, provided, however, that the liabilities and costs were not due to gross negligence, willful default or willful misconduct of the Trustee, and to withhold distribution to any beneficiary until the Trustee receives an indemnification from the beneficiary against any and all liabilities.

(C) Disclaimer or Release of Power. At any time and from time to time, by an acknowledged instrument filed with the then current adult income beneficiaries, to disclaim or release any power, authority or discretion, whether granted hereunder or by any provision of law, which may cause the Trustee to be considered an "owner" or "operator" of property held hereunder as those terms are defined in federal, state or local law, and the disclaimer or

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

release may be made for the period of time specified in the instrument and may be made binding on the successors of the Trustee.

(D) Inspection and Remediation. To (1) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (2) take all appropriate remedial action to contain, clean up or remove any environmental hazard; including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (3) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (4) comply with any local, state, or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (5) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

(E) Disclaim Property. To disclaim, in whole or in part, any interest in property for any reason, including, but not limited to a concern that the property could cause potential liability under any federal, state or local environmental law.

(F) Handling as Separate Trust. To set aside as a separate trust, to be held and administered on the same terms as those governing the remaining trust property, any interests in property, for any reason, including, but not limited to a concern that such property could cause potential liability under any federal, state or local environmental law.

(q) Conversion to Total Return Distribution. If the independent trustee, as that term is defined in Code 1674(c), determines at any time that it would be in the best interests of the beneficiaries to invest the trust's assets on a total return basis and make distributions to the beneficiaries on the basis of the total value of the trust without any distinction between distributing income or principal, the independent trustee may convert the trust investment strategy to total return. In converting to total return, the maximum distribution percentage shall not exceed the lesser of (i) six and one-half percent (6 1/2%) of the value of the trust at the beginning of the tax year; (ii) six and one-half percent (6 1/2 %) of the average of the value of the trust at the end of each of the three calendar years preceding the year in which the distribution is to be made or (iii) the effective rate of return on the 30-year Treasury bond at the end of the calendar quarter next preceding the distribution date.

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

(r) Situs. The trustee accepts the trust in Tennessee.

(s) Law Governing. Any question pertaining to the validity, construction or administration of any trust created under this Will is determinable in accordance with the laws of Tennessee.

8.3 Trust Distribution. The distribution of the income and principal of each trust during its term, and its final distribution on termination, is to be carried out according to the direction in this Instrument and as follows:

(a) Considerations Relative to Distributions. In determining whether and the extent to which any discretionary distribution of current or accumulated income or principal is to be made under this instrument, the trustee shall take into consideration the amounts and sources of other income of the beneficiary, his other resources and his other monetary needs; and the trustee is to make distribution according to the provisions of this instrument and in the best interests of the beneficiary. The trustee is fully protected in acting on any affidavit, document or other evidence which the trustee believes to be genuine and to state correctly the matters purported to be facts relating to the income of the beneficiary for any year or relating to any other factor considered by the trustee to be relevant.

(b) Preference of Current Beneficiary. In exercising discretionary powers, the trustee is authorized to favor the current beneficiary when the trustee believes it to be for his best interests to do so. The rights of all remaindermen are subordinate to this priority. The trustee is not answerable to any subsequent taker for anything done or omitted in favor of the current beneficiary, but the current beneficiary may not compel any favorable treatment.

(c) Method of Distribution. In making any distribution of trust principal, the trustee may make distribution in kind or in cash or partly in each. The trustee may allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes. The trustee will determine the value of any property so allocated, divided, or distributed and the share and identity of the persons entitled to take hereunder. If distribution from a single trust or a consolidated trust fund is made to more than one beneficiary, the trustee may divide any item of property distributed in kind either pro rata or in any other proportion among the beneficiaries or may distribute any or all of the items of property in whole among the beneficiaries, even if shares be composed differently. The judgment of the trustee concerning the values for the purpose of such distribution is binding and conclusive on all interested parties.

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

(d) Disability. The trustee may make authorized distributions to or for the benefit of the beneficiary who is a minor or who is under other legal disability without the intervention of a guardian and is authorized to make distributions to or for the benefit of the beneficiary who is a minor to a custodian for any the minor. If the beneficiary's disability entitles the beneficiary to governmental assistance, the purpose of this trust is to provide for the extra and supplemental care, maintenance, support and education of the beneficiary in addition to the benefits the beneficiary otherwise receives as a result of the beneficiary's handicap or disability from each local, state or federal government or from each private agency which provides services or benefits to handicapped persons. This trust cannot be used to pay for or reimburse the cost of a beneficiary's care provided by governmental or private funds which care would be available without cost if the beneficiary had no assets.

In exercising the discretion given the trustee to make distributions of income or principal to or for the benefit of the beneficiary, the trustee shall distribute only so much of the income or principal as would not interfere with, prevent or reduce payment of other funds from governmental or other sources for the beneficiary. If the trustee is authorized to make payments of income or principal to the parent of the beneficiary or any other person whose income or assets would be deemed to be income or assets of the beneficiary, the trustee shall distribute only so much of the income or principal as would not interfere with, prevent or reduce payment of other funds from governmental or other sources for the beneficiary.

(e) Spendthrift Provision. The interest of the beneficiary to income or principal may not be transferred, assigned, pledged or mortgaged, whether voluntarily or involuntarily, before the trustee actually distributes the income or principal to the beneficiary, and none is or may be made liable for any debt or obligation of the beneficiary, or subject to attachment or any other order, decree or process of court on account of or for the purpose of collecting any debt or obligation. This provision does not limit any power of appointment, disclaimer or assignment of income or principal to a trust created by or for the benefit of the assigning beneficiary. The provisions of any statute of any jurisdiction which allow all or any part of a trust to be assigned, alienated or anticipated by the beneficiary; made liable for any debt or obligation of the beneficiary; or subject to attachment or other court process for the purpose of collecting any debt or obligation, except a statute allowing termination of a trust which is too small to be economically continued, do not apply to any trust created by this instrument. Except as specifically provided in this paragraph, it is intended for the entire principal or income or both of this trust to be subject to these spendthrift provisions notwithstanding any statutory provision which would allow some portion of the trust to be subjected to the assignment, alienation, anticipation or the claims of creditors.

(f) Power to Terminate. If at any time the principal of any trust is too small to justify the continuance of the trust for economic reasons, the trustee may

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

terminate the trust and distribute the principal and any undistributed income to the person to whom the trust was apportioned or, in the case of a trust with multiple beneficiaries, in equal shares among the original beneficiaries then living and the descendants, per stirpes, of any original beneficiary who is deceased.

(g) Rule Against Perpetuities. Notwithstanding any provision in this instrument to the contrary, each trust estate or any portion of each trust estate is not to be continued beyond the expiration of the permissible period under the relevant application of the rule against perpetuities, if any. Upon such termination, each trust which has not previously been distributed will be distributed, free of trust, to the persons to whom the trust was apportioned or, in the case of a family trust, in equal shares among the original beneficiaries then living and the descendants, per stirpes, of any original beneficiary who is deceased.

8.4 Powers of Trustee. The trustee is authorized to exercise with respect to any trust, together with all powers otherwise granted in this instrument, the following discretionary powers:

(a) Reorganization. To enter or oppose any plan of merger, consolidation, foreclosure, liquidation, reorganization or other change in the financial structure of any corporation if the trustee deems entry into or opposition to be in the best interest of the trust.

(b) Obligations. To enter agreements modifying the terms or extending the maturities of any obligations.

(c) Borrowings. To borrow money from the commercial department of any corporate trustee serving under this instrument or from any other source, with or without the pledge of assets of the trust estate, on the terms and conditions as the trustee deems advisable.

(d) Litigation. To sue, defend or compromise suits and legal actions and to employ counsel in connection with the same; and to make any other similar expenditure when advisable for the protection of the trust.

IN WITNESS WHEREOF, I have set my hand this 6th day of October, 2010.

Nhu Thi Sakura

SIGNED, declared and published by the said Nhu Thi Sakura, as and for Nhu Thi Sakura's last will, in the presence of us, the undersigned, who, at Nhu Thi Sakura's

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

request and in Nhu Thi Sakura's sight and presence, and in the sight and presence of each other, have subscribed our names hereto as attesting witnesses the day and date above written.

Witness Signature: Matthew J. Cottingham

Name: MATTHEW J. COTTINGHAM
Address: NASHVILLE, TN

Witness Signature: Mary M Snipes

Name: Mary M. Snipes
Address: Franklin, TN

EFILED 05/06/25 04:52 PM CASE NO. 25P918 Joseph P. Day, Clerk

AFFIDAVIT PROVING WILL

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public, personally appeared Nhu Thi Sakura and, after being duly sworn, declared to me and the undersigned affiants, that the instrument to which this Affidavit is attached is Nhu Thi Sakura's Will; that Nhu Thi Sakura is 18 or older; of sound mind and disposing memory and under no duress, compulsion or constraint and that Nhu Thi Sakura requested the undersigned affiants to witness Nhu Thi Sakura's signing of this Will; and the undersigned affiants whose names are subscribed to the instrument to which this Affidavit is attached and, after being duly sworn, declared to me that, in their sight and presence Nhu Thi Sakura signed, declared and published the instrument to which this Affidavit is affixed or annexed as the Nhu Thi Sakura's will; and requested them to act as witnesses to its execution and to execute this Affidavit; that in the Nhu Thi Sakura's sight and presence and in the sight and presence of each other, each affiant signed the instrument as witness; and that the Nhu Thi Sakura was at that time 18 years of age or over, was of sound mind and disposing memory, was fully capable of making a will and was under no duress, compulsion, or constraint.

Nhu Thi Sakura

Subscribed and sworn to before me this the 6th day of October, 2010.

NOTARY PUBLIC

MY COMMISSION EXPIRES
MAY 18, 2014

My commission expires: _____

MARY M. SNIPES
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY

ICS Law Group, P.C.
370 Mallory Station Road
Suite 512
Franklin, TN 37067
(615) 224-1290

Certificate of Authenticity

I, Adam Barber, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 08/13/2026.

Date

Affiant Signature

08/13/2026

Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 13th day of August, 20 26.

Notary's Signature

My Commission Expires: 10-4-2027

Date

Notary's Seal (if on paper)

FELICIA LOPEZ
STATE OF TENNESSEE
NOTARY PUBLIC
My Commission Expires on 10/04/2027
DAVIDSON COUNTY