Karen Johnson Davidson County
Batch# 433592 WILL
07/09/2020 10:23:50 AM 12 pgs
Fees: $62.00 Taxes: $0.00
20200709-0074516

LAST WILL

OF

DOROTHY LYNN BARNES

2019-PR-103
FILED IN OFFICE
August 5, 2019
TIME 10:05 A M
TAPPY BAILEY
CLERK & MASTER
FRANKLIN COUNTY TN

I, DOROTHY LYNN BARNES, now domiciled in Franklin County, Tennessee, declare this to be my Last Will and hereby revoke all former wills and codicils which I have made previously.

1 DEFINITIONS

1.1 Terms. The following terms used in this will shall have the meanings set forth in this Article.

(a) **"Child" or "children"** means my four children, who are STEPHEN CARTER BARNES (also referred to herein as "STEVE"), LISA DIANE GLASNER (also referred to herein as "LISA"), JERRY RANDALL BARNES (also referred to herein as "RANDY"), and RITA DARLENE HENLEY (also referred to herein as "DARLENE").

(b) **"Debts, Expenses and Taxes"** means all of my just debts, funeral expenses, final medical expenses, the costs of administration of my estate and any taxes that are due by me at the time of my death or that become due by me or my estate because of my death.

(c) **"Personal Property"** means all articles of strictly personal use, jewelry, household goods and furnishings, all my automobiles and other vehicles for personal use, and other tangible personal property of strictly personal use belonging to me at the time of my death, including policies of insurance on these articles.

(d) **"Residue"** means the entire residue of the property that I may own at the time of my death, of whatever nature and wherever located.

(e) **"Spouse"** means my late spouse, CARTER BARNES.

1.2 Interpretation of terms.

(a) Any reference in this will to "executor," "trustee" or "fiduciary" shall mean the then-serving executor or trustee under this will, whether original, successor, domiciliary or ancillary.

(b) Any reference to a provision of federal or state statutes shall include reference to subsequently enacted or revised corresponding statutes.

(c) Any use of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.

RECORDED IN
FRANKLIN COUNTY, TN
DATE August 5, 2019
WILL BOOK 26 PAGE 407
Tappy Bailey
PROBATE COURT CLERK

This is to certify that the foregoing is a true and exact copy of the instrument recorded in my office in Book WB-26 Page 402. This 5th Day of June, 2020
Pamela A. Bowen
Clerk and Master
Chancery Court
Franklin County, TN

(d) Any reference to a paragraph of this will shall mean all provisions contained within a portion of this will designated by numbers such as 1.1, 1.2, 1.3, etc., including each and every subparagraph contained under the paragraph heading. For instance, a reference to this paragraph includes subparagraphs (a) through (d) hereof.

2 APPOINTMENT OF FIDUCIARIES

I appoint STEVE and LISA to serve as co-executors of my estate. If either of them is unable or unwilling to serve as co-executor at any time for any reason, I then appoint the remaining co-executor to serve as sole executor of my estate. If both of them are unable or unwilling to serve, then I appoint RANDY to serve as successor executor.

3 PAYMENT OF DEBTS AND EXPENSES AND DEATH TAXES

3.1 Debts, Expenses and Taxes. All of my Debts, Expenses and Taxes that the executor chooses, in the executor's sole discretion, to pay from principal shall be paid from the Residue as soon after my death as practicable. If I choose to be an organ donor, I direct that all of the cost and expense involved with such process be paid by the recipient of such organs or any party other than my estate unless the executor in his sole discretion shall choose to pay such cost and expense. As to any debt secured by real estate, and except as may be otherwise specifically provided in this will, my executor may, in the executor's sole discretion, either discharge the debt in whole or in part from funds in my estate or let the real estate pass subject to the debt. The directive to pay Debts shall not be construed to require the payment of any installment obligation in full or to prevent the extending or renewing of any of my obligations.

3.2 Use of insurance proceeds. It is not my intent to waive any exemption from the claims of my creditors for the proceeds of any life insurance on my life as set forth in T.C.A. Section 56-7-201, or any subsequent statute. The executor may, in the executor's sole discretion, devote a part or all of any insurance proceeds payable to the executor or my estate toward payment of the items described in this Article, or devote none of the proceeds to that purpose. The executor shall hold and distribute the proceeds not so used hereunder in accordance with this will. If part or all of the proceeds are used to pay any items described in this Article, the executor shall not be required to devote the proceeds ratably among such items.

4 PERSONAL PROPERTY

4.1 Disposition. All of my Personal Property shall be divided into as many shares of substantially equal value as there are children of mine who survive me and children of mine who predecease me but who have children that survive me. One such equal share shall be distributed outright to each child of mine who survives me. One such equal share shall be distributed outright and equally among the children of each deceased child of mine who survive me.

4.2 Written instructions. I may leave written instructions with my will or among my papers to indicate my desire that certain people have certain specific items of the Personal Property. I desire that any such instructions be followed, although I recognize that such instructions may not be legally binding.

4.3 Executor's role. The property apportioned to any beneficiary under this Article, the valuation and composition of each share, and any question as to whether any specific property should pass under this Article shall be determined by the executor, whose decision shall be final. It is my desire that my beneficiaries under this Article value and divide the Personal Property among themselves in a harmonious spirit. Any articles that are not desired by my beneficiaries under this Article, or upon the disposition of which they cannot agree, may be sold or otherwise disposed of by the executor, as the executor deems advisable and in the best interests of the beneficiaries of my estate. The proceeds of any such articles that are sold by the executor shall become part of the Residue.

4.4 Minor or disabled beneficiaries. If any beneficiary under this Article is a minor or under other legal disability at the time of distribution, the executor, in the executor's sole discretion, may: i) sell all or any part of such beneficiary's share and deliver or retain the net proceeds pursuant to the paragraph below entitled "Distributions to persons under legal disability;" or ii) distribute such beneficiary's share to him or to his guardian or to any person with whom he is residing without further responsibility, with the distributee's receipt to be a sufficient discharge to the executor.

4.5 Lapse if no surviving beneficiaries. If none of the beneficiaries named in this Article survives me, the gifts hereunder shall lapse and all of the Personal Property shall become part of the Residue.

5 SPECIFIC BEQUESTS

Prior to my spouse's passing, my spouse and I purchased the property located at 209 Lisa Lane, Nashville, Tennessee 37210, also known as Map & Parcel No. 095 01 0 071.00 in Davidson County, Tennessee (the "Nashville Property"). Although my spouse and I purchased the Nashville Property in our names, we have always considered the Nashville Property to belong to RANDY. As such, upon my death any interest that I may own in the Nashville Property shall pass to RANDY, outright and free of trust, provided he survives me. If RANDY does not survive me, then the Nashville Property shall pass outright to RANDY'S descendants, *per stirpes*. Finally, if RANDY does not survive me and if he has no living descendants, then this gift shall lapse and pass as part of the Residue below.

6 DISPOSITION OF RESIDUE

6.1 Definition of Augmented Estate.

(a) Prior to my spouse's death, my spouse and I transferred (for what I consider nominal consideration) a parcel of property to DARLENE with a retained life estate for my spouse, as evidenced by deed at Deed Book 225, Page 661, Register's Office, Franklin County, Tennessee (referred to hereunder as the "Previously Transferred Property"). Soon thereafter, my spouse passed away, at which point DARLENE became the sole owner of the Previously Transferred Property. It is my wish that the Previously Transferred Property be accounted for when dividing up my estate. More specifically, I wish to treat the Previously Transferred Property as a portion of DARLENE'S inheritance, despite consideration having been

paid and despite said transfer having occurred years ago. In order to do so, the division of the Residue of my estate shall be based on the value of my "Augmented Estate" (as defined below) at the time of my death.

(b) For purposes of this instrument, my "Augmented Estate" shall not include the Nashville Property, but shall include all remaining property that:

(1) Passes under my probate estate;

(2) Passes outside of my probate estate, including (but not limited to) jointly held assets, assets passing under direct beneficiary designation, and assets subject to a life estate with a remainder interest to any of my descendants; plus

(3) $100,000 (I have decided that the Previously Transferred Property is worth approximately $100,000. As such, my Augmented Estate shall include all of the property mentioned above plus an additional $100,000 to account for the Previously Transferred Property. This figure is not open for debate. I do not intend to key this amount to an appraisal or to the value of the Previously Transferred Property at the time of my death. Instead, I have set the value at $100,000 and that is the figure that is to be used in calculating my Augmented Estate regardless of the value of the Previously Transferred Property at the time of my death or at any other time).

6.2 Disposition of Residue.

(a) The disposition of the Residue of my estate shall be based on figures that are derived from dividing my Augmented Estate. More specifically, at my death, the Residue of my estate shall be divided such that my Augmented Estate passes outright and in equal shares to my descendants, *per stirpes*. In completing the division of the Residue, DARLENE (or her descendants if she is deceased) shall be treated as having already received $100,000 from my Augmented Estate based on her previous receipt of the Previously Transferred Property.

(b) By way of additional explanation, I wish for each of my children to receive an equal share of my Augmented Estate. Certain children may receive assets outside of this Last Will such that my probate estate may, or may not, need to distribute a portion of the Residue to ensure that my intent is satisfied. As such, it is my specific intent that: (1) any asset passing outside of my probate estate, and (2) the Previously Transferred Property be considered and accounted for when ensuring that each of my then-living children receives an equal share of my Augmented Estate.

(c) By way of example only, I include the following illustrations:

(1) Example 1: Assume that at my death the value of assets passing under my probate estate, less the Nashville Property, plus assets passing by non-probate designation equals $500,000. When the additional $100,000 for the Previously Transferred Property is added in, my Augmented Estate equals $600,000. As such, the Residue must be divided in such a manner as to ensure that STEVE, LISA, and RANDY each receive $150,000 from probate and non-probate assets and to ensure that DARLENE receives $50,000 from

probate and non-probate assets (which, when added to the $100,000 allocated to DARLENE for the Previously Transferred Property, equals $150,000).

(2) Example 2: Assume that at my death the value of assets passing under my probate estate, less the Nashville Property, plus assets passing by non-probate designation equals $200,000. When the additional $100,000 for the Previously Transferred Property is added in, my Augmented Estate equals $300,000. As such, the Residue must be divided in such a manner as to ensure that STEVE, LISA, and RANDY each receive $75,000 from probate and non-probate assets. DARLENE would receive no additional assets from the Residue, as $100,000 has already been allocated to her for the Previously Transferred Property.

I realize that, if significant assets pass to one or more of my children outside of my Last Will, then there may not be sufficient Residue under my estate to ensure that each of my children receives an equal share of my Augmented Estate. Whereas I cannot (and do not wish to) require any of my children that receives non-probate assets to use such assets to ensure that all of my children receive an equal share of my Augmented Estate, it is nevertheless my ultimate desire that my children cooperate in whatever manner necessary to ensure that each of my children receive an equal share of my Augmented Estate.

6.3 Contingent beneficiaries if no descendants. If all of the beneficiaries named herein predecease me, the executor shall distribute the Residue, outright and in fee, to those persons and in such shares as would have taken property owned by me had I died intestate in the state in which I am domiciled at the time of my death.

6.4 No Contest Provision. If any beneficiary contests the probate or validity of this will or any of its provisions, or institutes or joins in any proceeding to contest the validity of this will or to prevent any provision from being carried out in accordance with its terms (regardless of whether or not the proceedings are instituted in good faith and with probable cause), then all benefits provided for the beneficiary are revoked and the benefits pass as if the beneficiary had predeceased me leaving no heirs.

7. ADMINISTRATION OF THE ESTATE

7.1 Distributions during estate administration. During the administration of my estate, the executor is authorized to make distributions of all or any portion of the income or property of the estate to the beneficiaries in the same manner and proportions as might be made if the administration were completed.

7.2 In kind distributions. In making any distribution under this instrument, the executor may make distribution in kind, or partly in kind and partly in money. If distribution is made to more than one beneficiary, the executor 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 shall be composed differently. Such distributions may be made by the executor without regard to the income tax basis of specific property allocated to any beneficiary. The judgment of the executor concerning the values for the purpose of such distributions shall be binding and conclusive on all interested parties.

7.3 Decisions of executor final. The decision of the executor as to what elections shall be exercised, and as to what proceedings are necessary to complete the ascertainment and payment of any tax imposed on my estate, shall be conclusive and binding on all persons.

7.4 Tax elections. The executor is authorized in the executor's sole discretion to make any elections permitted by any tax laws, including to claim deductions on my estate tax return or on any income tax returns without making any adjustment between income and principal because of any such decision. Elections hereunder may be made if the executor deems such elections to be in the best interests of my estate and the beneficiaries thereof, and the executor is authorized to make or fail to make such elections or adjustments as the executor may deem equitable and just under all circumstances.

7.5 Optional modes of payment; deferral of retirement accounts. The executor may elect any of the optional modes of payment provided in any policy of insurance payable to my estate. The executor may elect to defer the receipt of proceeds from any individual retirement account, Keogh Plan, pension plan, or other similar plan or account so that the proceeds shall be received in any manner which the executor may elect. Any election may be made under this Paragraph if the executor deems such election to be in the best interests of the beneficiaries of my estate. Upon making such an election, the executor shall enter into an appropriate agreement with regard to deferring receipt of such proceeds.

7.6 Distributions to persons under legal disability. (i). With respect to any money or property which is given under this will to a beneficiary who is a minor or under other legal disability, I authorize my executor, in the executor's sole discretion, to pay or deliver all or any part of the money or property to the guardian of the person or property of the beneficiary, or, without the intervention of a guardian, directly to the beneficiary or to the person with whom the beneficiary may reside. In any such case, the executor shall not be required to provide that any bond be posted, and the receipt of any such person to whom money or property is paid or delivered shall discharge the executor, irrespective of the age or other qualifications of such person. Any such distribution to or for a minor may also be made to a custodian for the minor under the Uniform Transfers to Minors Act or similar statute of any state. (ii) The executor may, instead of making any such distribution, retain all or any part of such money or property in trust for the beneficiary during the remainder of the minority or until such other legal disability has been removed, paying to or for the benefit of the beneficiary such part of the trust's income or principal or both as the executor deems advisable for the proper support, maintenance or education of the beneficiary. In the event of the death of the beneficiary before the disability has been removed, the executor shall distribute the trust principal and any accumulated income to the beneficiary's estate.

7.7 Authority for supplemental care trust. If any property passing under the terms of this Will is to be distributed to a beneficiary who at the time of distribution qualifies for government assistance due to disability, indigence, or other cause (or may so qualify within a reasonable time), then the executor is authorized, in the executor's sole discretion, to transfer such gift into trust for such beneficiary as set forth in this paragraph. The executor may designate the trustee and successor trustees of such trust. While the beneficiary lives, any such created trust shall be held for the sole benefit of the beneficiary under the terms of this paragraph. After the trust is funded, the trustee, in the trustee's complete, sole, absolute, and unfettered discretion, may disburse funds from the trust solely for the supplemental care of the beneficiary. Supplemental care of the beneficiary shall mean non-support care that is over and above the support and care provided to the beneficiary from benefits received through government assistance. Under no circumstance may the beneficiary or any legal guardian or representative of the beneficiary compel distributions from the trust to or for the benefit of the beneficiary. At the time the trust is funded, the trustee may modify the definition of supplemental care to comply with laws in effect at that time, it being my intention to allow establishment of a trust for the beneficiary which will not disqualify the beneficiary from receiving government assistance. The trustee may exercise all powers set forth in T.C.A. Section 35-50-110 that are consistent with my intention to allow a supplemental care trust; the trustee shall take no action that would cause the trust to lose its status as a supplemental care trust. Upon the death of the beneficiary, any remaining trust assets shall be distributed under the terms of this will, as if I had died on the date of the beneficiary's death and the beneficiary had predeceased me.

8. INVESTMENT AND MANAGEMENT POWERS OF EXECUTOR

8.1 In general. The executor shall have all of the powers described in T.C.A. Section 35-50-110 to the extent applicable and except as otherwise amended or modified herein. Said statute is incorporated herein by reference as fully as if copied herein verbatim. Such powers shall be in addition to, and not in limitation of, all common law, other statutory authority and all the powers otherwise granted in this will. These powers (as set out in

said statute on the date of the execution of this instrument) are granted, notwithstanding that said statute may later be amended or repealed, and notwithstanding that the assets of my estate may be removed to a location other than Tennessee. All of the powers granted in this will to the fiduciary shall be exercisable until the final distribution of all of the assets of my estate.

8.2 Specific power to sell property. Except for real property specifically devised under this will, all real estate owned by me at my death shall be titled to the executor and shall be part of the probate estate subject to the full control of the executor. The executor is authorized, without the order of any court, to sell and convey any of my real property that is titled to the executor by this paragraph or by any other paragraph of this will and any of my personal property at public or private sale, without the joinder of any beneficiary, and in such manner and upon such terms and for such prices as may seem best. On every sale of real estate, the proceeds are to be treated as part of my personal estate. If this will is probated pursuant to T.C.A. Section 32-2-111 solely for purposes of muniment of title, then upon such admittance of this will to probate all of my real property shall vest immediately in the beneficiaries as set forth in this will and not in the executor.

8.3 Authorized investments.

(a) The executor may acquire, receive and retain investments, without regard to principles of diversification or liquidity, and without regard to any predominance of common stock, or stock in closely held corporations, except as expressly provided otherwise in this instrument.

(b) The executor without limitation may make and retain investments in, and may divest the estate of any investments in: common trust funds, including funds maintained by the corporate executor; collective funds maintained by the corporate executor or an affiliate; mutual funds for which an affiliate of the corporate executor serves as investment advisor; stock of any corporate executor which may be serving or its holding company; mutual funds or mutual investment companies registered under the Investment Company Act of 1940; limited or general partnerships; joint ventures.

8.4 Investment advisor. In making and changing investments and in managing assets of the estate, the executor is authorized to employ the services of an investment advisor. The executor is released from any responsibility for any investments made or any action taken in good faith on the advice and counsel of such advisor.

8.5 Other advisors. The executor is authorized to employ the services of agents, custodians, depositories and legal, accounting and investment counsel and to pay them reasonable compensation for their services from the income or principal of the estate.

8.6 Appointment of administrative agent. If for any reason the executor is unable to act with respect to any estate asset, the executor shall appoint in writing a qualified person or corporation to act as administrative agent as to that asset. Any person or corporation acting as administrative agent may resign at any time by written notice to the executor. The appointed administrative agent shall exercise only the executor powers specifically authorized in writing by the executor as to that asset. If such asset is managed or sold by direction of the executor, the administrative agent shall promptly remit all proceeds therefrom to the executor.

9. OFFICE OF THE EXECUTOR

9.1 Bond. Each executor appointed to serve under this instrument, whether original or successor, shall be permitted to qualify and serve without giving bond in this or any other jurisdiction.

9.2 Ancillary appointment. If the appointment of an executor is necessary or desirable for any ancillary administration in any jurisdiction, then I hereby authorize the person named as the executor under the Article entitled "APPOINTMENT OF EXECUTOR" to appoint as co-executor or sole executor in that jurisdiction any person qualified to serve as such, said appointee to have all the powers and discretion with respect to my estate in that jurisdiction during administration that the executor named herein is given with respect to the balance of my

estate, said powers and discretion to be exercised without the necessity of any court order, the posting of any bond or the making or filing of any inventories, accountings or reports with any court.

9.3 Other required executors. If a resident of the state of my domicile is required to serve as an executor under my will, or if a resident of the state of my domicile must serve in order to avoid the requirement of posting bond, and if at any time no resident is serving, I authorize the person or persons named or serving as executor(s) under my will to appoint a resident to serve as co-executor or alone, as the case may be. If the appointment of a co-executor is involved, then the serving executor(s) shall make this decision.

9.4 Reports. The executor shall not be required to make any inventory or appraisal of the assets of my estate or to file reports, accounts, inventories or settlements with any court. However, the executor shall upon written request at reasonable intervals render to each then current income beneficiary of my estate, or to the natural or legal guardian of the beneficiary, full statements of all receipts and disbursements and a schedule of all assets and liabilities of the estate.

9.5 Powers exercisable only by executor. The powers conferred upon the executor by this instrument are exercisable only by the executor, acting as an executor, and by no other person.

9.6 Responsibility for actions. An executor shall have no responsibility or liability for any act or omission of a predecessor executor or a co-executor, nor any responsibility or liability for allowing another executor to have custody or control of the estate. Each executor shall be responsible only for his own acts or omissions. An executor shall not be responsible to audit or investigate in any manner the actions of any prior executor, but an executor shall not be prohibited from doing so if an executor so decides.

9.7 Degree of consensus required. Irrespective of any provision of law to the contrary and except as may be expressly set forth to the contrary in this will, any action to be taken by the executor shall be authorized by the concurrence of a majority of the executors then acting or, if two are then acting, by the concurrence of both.

9.8 Delegation. Any executor may, by an instrument in writing, delegate to the remaining executor for any period specified or described in the writing, that portion of his executor powers that are administrative or ministerial in nature. During that period, the remaining executor shall act as though the delegating executor were deceased and had no successor.

9.9 Persons dealing with executors. No person dealing with the executor in the capacity of purchaser, acquirer, lender, tenant, lessee or contractant, or in connection with the voting of any stock, shall be bound to inquire into the capacity to act on the part of such executor, or into the authority for, or propriety of, any act, or as to whether the executor has complied with any condition precedent, or to see to the application or disposition of any money or other property paid, delivered or loaned to the executor.

9.10 Custody of assets. At all times during which a corporate executor is serving, it shall have the duty and responsibility to retain custody of all assets in the estate, including stock certificates, deeds and other muniments of title. Said corporate executor shall also have the duty and responsibility to maintain all accounting records of estate operations and to handle all clerical details of administering the estate. The corporate executor is authorized to deposit securities in any central depository.

9.11 Compensation. The fiduciary may receive reasonable compensation for services rendered. Any court fee schedule shall be deemed reasonable. In addition, the amount of compensation for an executor may be fixed by agreement with the adult residuary beneficiaries of the estate. Unless otherwise agreed, if a fiduciary practices a profession related to the administration of estates or trusts (such as attorneys and public accountants), he or she shall be compensated at the regular hourly rate charged by such fiduciary for professional services at the time such administration services are rendered. If a fiduciary is serving as executor and maintains a published fee schedule, the fee according to the schedule applicable to the period for which compensation is sought is deemed reasonable.

9.12 Expense reimbursement. The executor shall be entitled to receive reimbursement for reasonable and necessary expenses incurred in the administration of my estate.

10. APPOINTMENT, RESIGNATION AND REMOVAL OF FIDUCIARIES

10.1 Appointment.

(a) At any time, the fiduciary then serving may appoint, as set out in this Article, an individual or corporation to serve as a co-fiduciary with the appointing fiduciary.

(b) At any time, the fiduciary then serving may appoint an individual or corporation to serve as a successor fiduciary, as set out in this Article, provided that there is no prior provision in this will appointing a successor fiduciary to serve or provided that there is no practical possibility that any named successor fiduciary named in this will will be able to serve.

(c) If at any time there is no person serving as executor of my estate and no other provision for appointment of a successor has been made, then the residuary beneficiaries of my estate living at such time, by simple majority vote, one person having one vote, shall appoint a successor executor as set out in this Article.

(d) Whenever the appointment of a successor fiduciary is required, if a successor fiduciary is not appointed within thirty (30) days, any estate beneficiary may apply to a court of competent jurisdiction for the appointment of a successor fiduciary.

(e) The appointment of a co- or a successor fiduciary shall be made by a duly acknowledged instrument signed by the appointing person or persons and delivered personally or by certified mail to the appointee. Upon written acceptance of appointment, the appointee will serve as Co- or successor fiduciary.

10.2 Continuance of remaining fiduciaries. Except as otherwise specified above, if at any time one of a number of fiduciaries fails to qualify or ceases to serve, the remaining fiduciary or fiduciaries shall continue to serve, being vested with all the rights and powers of office.

10.3 Resignation of fiduciary. Any fiduciary serving under this instrument may resign at any time by delivering written notice of the resignation to any remaining fiduciary, and to any successor fiduciary or to the person or persons having at the time the power to appoint a successor fiduciary, or to the court having jurisdiction to appoint a successor.

10.4 Removal of appointed co-fiduciary. Any co-fiduciary who was appointed by a fiduciary under this Article may be removed by the fiduciary that made such appointment or by any fiduciary who is specifically named in this Will as a successor fiduciary and who is then serving as a fiduciary. Such removal shall be accomplished by a writing signed and acknowledged by the fiduciary having the removal power and delivered to the fiduciary being removed. Upon receipt of such writing, the removed fiduciary shall immediately turn over all assets and records held by such fiduciary as directed by the fiduciary exercising the removal power and shall then cease to serve as a fiduciary.

10.5 Removal and replacement of corporate fiduciary. At any time, and from time to time, the individual fiduciary, or if no individual fiduciary is serving, the residuary beneficiaries of my estate as to an executor, by simple majority vote, one person having one vote, may request and obtain the resignation of any corporate fiduciary then serving and appoint a successor individual or corporate fiduciary. Such replacement shall be accomplished by a writing requesting such resignation and appointing a successor fiduciary, signed and acknowledged by the person(s) having the removal power and delivered to the fiduciary to be replaced, to which shall be appended the successor's consent to the appointment as successor fiduciary. However, so long as at least one individual fiduciary is then serving, the appointment of a successor fiduciary shall not be required. Upon receipt of the writing the corporate fiduciary then serving shall immediately turn over all assets and all records as directed

by the fiduciary that is continuing to serve or by the fiduciary that is then appointed. After completion of the transfer of assets and records the removed fiduciary shall cease to serve as a fiduciary.

10.6 Situs. A successor corporate fiduciary with place of business in any state or in the District of Columbia may be appointed.

10.7 Settlement of accounts of fiduciary upon vacating office. In the event that any fiduciary, individual or corporate, ceases to serve as fiduciary, except in the event that an individual ceases to serve as a result of the death of the individual, the fiduciary shall, at the expense of the estate, immediately file with any successor and with each other fiduciary a full settlement of the accounts and a complete inventory of the estate and shall immediately pay over and deliver to any successor or remaining fiduciary the estate assets held by the fiduciary. Any settlement of accounts or accounting may be waived by any successor or remaining fiduciary if such waiver is determined to be in the best interest of the estate.

10.8 Exercise of powers of minor or disabled person. Any person having the authority to remove or appoint fiduciaries pursuant to this Article who is a minor or under other legal disability shall be represented by such person's parent(s) or duly appointed legal guardian(s) in the case of a minor or by such person's duly appointed attorney-in-fact, or duly appointed conservator(s) in the case of an adult person who is under legal disability, and such representative shall have the power to act on such person's behalf hereunder.

11. MISCELLANEOUS PROVISIONS

11.1 Simultaneous death. For all purposes, if any beneficiary or beneficiaries under this instrument should die with me in a common accident or disaster, or under circumstances which make it difficult or impossible to determine which of us died first, I shall be deemed to have survived such beneficiary or beneficiaries and this instrument shall be so construed.

11.2 Disclaimer.

(a) Any beneficiary hereunder, or his duly appointed guardian or personal representative, or any person designated to take pursuant to the exercise of a power of appointment granted under this will, may disclaim, in whole or in part, any interest in property set aside for such beneficiary hereunder or pursuant to the exercise of any such power of appointment, by making a qualified disclaimer, pursuant to and within the time limits set out in the provisions of Section 2518 of the Code with respect to such interest in property, hereinafter referred to as the "disclaimed property."

(b) Unless directed otherwise by a specific provision of this will, if any such qualified disclaimer is filed, the disclaimed property, and any future interest which is to take effect in possession or enjoyment after the termination of the interest of the person filing such qualified disclaimer, shall pass as if the person disclaiming predeceased the person whose death gave rise to the succession to property, or the person exercising such power of appointment.

11.3 Non-exercise of my powers of appointment. None of the general references in this will shall be deemed to include any property over which I have a power of appointment, it being my intention not to exercise any such power by reason of the general provisions I have made for the disposition of my estate.

11.4 Lapse. If the beneficiary of an item or category of property under this will is not living at the time of my death, and if the will does not provide otherwise, it is my intent that the gift of such property shall fail and that the property shall pass into the Residue.

(Signatures on following page)

IN WITNESS WHEREOF, I have signed my Last Will in the presence of the persons witnessing this will at my request on this 16th day of April, 2018.

Dorothy L. Barnes
DOROTHY LYNN BARNES

SIGNED, DECLARED AND PUBLISHED by the said DOROTHY LYNN BARNES, as the Last Will of the testator, in the presence of us, the undersigned, who, at the testator's request and in the sight and presence of the testator and each other, have subscribed our names hereto as attesting witnesses on the date above written.

Name	Address
Witness (Signature)	Stewart Co, TN
Evan Barry Witness (Print Name)	
Witness (Signature)	Sewanee, TN
Ryan W. Barry Witness (Print Name)	

AFFIDAVIT PROVING WILL

STATE OF TENNESSEE :

:

COUNTY OF FRANKLIN :

We, EVAN D. BARRY and Ryan W. BARRY on oath state:

(A) On this date Testator, DOROTHY LYNN BARNES, in our presence, declared this instrument to be the Last Will and Testament of the Testator, signed the instrument in our presence as Testator's free act and deed for the purposes therein expressed, and requested that we attest the execution thereof by the Testator; whereupon, in the presence of Testator and of each other, each of us signed our respective names as attesting witnesses.

(B) The Testator signed the Last Will and Testament of the Testator when we were both in the sight and presence of the Testator. The Testator then requested us to sign the Last Will and Testament of the Testator as attesting witnesses, which we did in the sight and presence of the Testator and in the sight and presence of each other.

(C) The Testator is more than eighteen years of age and we are both more than eighteen years of age.

(D) In our judgment the Testator is legally competent to make the Testator's Last Will and Testament and was under no duress, compulsion, constraint, or undue influence.

Witness

Witness

Subscribed and sworn to by
the above-named testator and
witnesses before me this
16th day of April, 2018.

Notary Public

My commission expires: 4/25/2020

LYDIA BARRY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF FRANKLIN