This instrument prepared by:
Realty Title and Escrow Company, Inc.
5111 Maryland Way, Suite 101
Brentwood, TN 37027

Karen Johnson Davidson County
Batch# 616212 AFFIDAVITH
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AFFIDAVIT OF HEIRSHIP
Regarding
JAMES R. MALONE, JR., DECEASED

STATE OF TENNESSEE
COUNTY OF Williamson

Comes now the undersigned, Patricia W. Malone, Christopher T. Malone, and Richard E. Malone, being duly sworn, this 8th day of April, 2021, pursuant to TCA §30-2-712, and makes oath the following statements are true and accurate based on her personal knowledge:

1. That the undersigned are respectively the spouse and adult children of James R. Malone, Jr.. deceased.

2. That James R. Malone, Jr. was died holding an interest in certain real property commonly known as 469 Kinhawk Drive, Nashville, TN (Map and Parcel No. 172-07-0-004.00).

3. That the said James R. Malone, Jr. died testate on November 27, 2019.

4. That for reasons that are the family's, the Last Will and Testament of James R. Malone, Jr. has not been admitted to probate and there is at present no intent to so do. A copy of said Last Will and Testament is attached hereto as "Exhibit A."

5. That the said James R. Malone, Jr. was survived by his spouse, Patricia W. Malone, and two (2) issue, namely the undersigned Christopher T. Malone and Richard E. Malone.

6. That the said James R. Malone, Jr. had no other issue, either by natural birth or adoption.

7. That the undersigned is at least 18 years of age and of sound mind and disposition.

8. That the undersigned acknowledges that Realty Title & Escrow Company, Inc., Lehman Title & Escrow, LLC and its title insurance underwriter are relying on the statements made herein to establish title to the above-referenced real property so as to enable Realty Title & Escrow Company, Inc. and its title insurance underwriter to issue policies of title insurance free and clear of any matters relative to the decent and distribution of the subject property.

9. That the undersigned agrees to indemnify and hold harmless Realty Title & Escrow Company, Inc., Lehman Title & Escrow, LLC and its title insurance underwriter for any loss or damage which either of them may incur as a result of issuing policies of title insurance on the subject property in reliance on this Affidavit.

10. That the undersigned understands, that pursuant to Tennessee Code Annotated § 30-2-712 whoever willfully, corruptly and falsely swears to any statement in any such affidavit known by the person to be false, or about which the person does not have sufficiently definite knowledge to justify the making of such a sworn statement, and the statement is false, commits a Class E felony.

Further Affiants saith not.

In Witness Whereof and in testimony hereto I have signed my name:

Patricia W. Malone

Subscribed and sworn to before me this 8th day of April, 2021.

Notary Public
My commission expires 07/24/2023

STATE OF TENNESSE
COUNTY OF Williamson

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named Patricia W. Malone, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument in the capacity and for the purposes therein contained.

Witness my hand and official seal at Brentwood, TN, this 8th day of April, 2021.

HOUSTON L. LYLE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Notary Public
My commission expires 07/24/2023

In Witness Whereof and in testimony hereto I have signed my name:

Christopher T. Malone

Subscribed and sworn to before me this 8th day of April, 2021.

JIM PATTON STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

Notary Public
My commission expires 4-1-23

STATE OF TENNESSE
COUNTY OF Knox

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named Christopher T. Malone, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument in the capacity and for the purposes therein contained.

Witness my hand and official seal at 8:21 Am, this 8th day of April, 2021.

JIM PATTON STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

Notary Public
My commission expires 4-1-23

In Witness Whereof and in testimony hereto I have signed my name:

Richard E. Malone

Subscribed and sworn to before me this 8th day of April, 2021.

JENNIFER SPENCER STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY

Notary Public
My commission expires 7.18.21

STATE OF TENNESSE
COUNTY OF Maury

Personally appeared before me, the undersigned, a notary public in and for said county and state, the within named Richard E. Malone, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument in the capacity and for the purposes therein contained.

Witness my hand and official seal at Maury Co TN, this 8th day of April, 2021.

JENNIFER SPENCER STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY

Notary Public
My commission expires 7.18.21

RT#02-NSH21-01414

THE LAST WILL AND TESTAMENT OF JAMES R. MALONE, JR.

I, JAMES R. MALONE, JR., a resident of Davidson County, Tennessee, in the United States of America, publish and declare this to be my last will and testament ("will") and revoke all wills and codicils that I have made before.

ARTICLE 1 - THE EXECUTOR

1.1 Executor. I appoint my wife PATRICIA W. MALONE as the executor of this will. If my wife is or becomes unable to serve for any reason, I appoint my son RICHARD ELIOTT MALONE as the alternate or successor executor. For convenience, all executors serving at any time under this instrument are referred to, individually and collectively, as the "executor."

1.2 Waiver of Bond and Reports. I waive any requirement that the executor post bond or other security, or file an inventory or any interim or final reports or accountings with any court having jurisdiction over the administration of my estate.

ARTICLE 2 - POUROVER DISPOSITION

2.1 Disposition of Net Estate. I give my remaining net distributable estate not otherwise disposed of in this will, consisting of all property or interests in property which I may own at the time of my death, whether the same be real, personal, or mixed, tangible or intangible, after the payment of all debts, expenses, and taxes payable by my estate, to the trustee of the trust created by me under the provisions of THE JAMES R. MALONE, JR. REVOCABLE TRUST, dated May 19, 2008 (the "trust agreement"), to be added to the trust and administered and distributed in accordance with the terms of the trust agreement, as the same may be amended from time-to-time by an instrument executed prior to my death.

2.2 Facility of Payment. Nothwithstanding the provisions of Paragraph 2.1, any portion of my estate that is to be distributed by my executor to the trustee named in the trust

agreement that would be distributable immediately free from trust by such trustee may, instead, be distributed by my executor directly to the person or persons who would be entitled to receive such portion from the trustee, such distribution to be made in accordance with the terms of the trust agreement as it existed on the date of this will, and as the same may have been subsequently amended from time-to-time by an instrument executed prior to my death. For this purpose, the terms and provisions of the trust agreement are incorporated into this will as fully and with the same effect as if fully set forth in this will.

2.3 Contingent Disposition. If the trust created under the terms of the trust agreement is not in existence at the time of my death or if a court of competent jurisdiction declares the testamentary transfer of my estate to the trustee of the trust to be invalid, then I give my net distributable estate as described above to the trustee named in the trust agreement, to hold, manage, and control in trust and to distribute the property of the trust in accordance with the terms of the trust agreement as it existed on the date of this will, and as the same may have been subsequently amended from time-to-time by an instrument executed prior to my death. The terms and provisions of the trust agreement are incorporated into this will as fully and with the same effect as if fully set forth in this will.

ARTICLE 3 - DEBTS, EXPENSES, AND TAXES

3.1 Payment of Debts and Expenses. I direct the executor to pay all of my unpaid debts which are not otherwise barred by any applicable statute of limitations or similar statute or rule barring collection of such debts against me or against my estate, and any interest thereon, including unpaid charitable pledges whether or not they are enforceable obligations of my estate, my funeral or cremation expenses, and the costs of the administration of my estate. The executor, in the exercise of its sole discretion, shall have the authority to settle or discharge any claim made against my estate in any manner that it determines to be in the best interest of the beneficiaries of my estate. If any of my debts are payable in installments extending after the date of my death, the executor is authorized, in the exercise of its sole discretion, to pay only that portion of such indebtedness as becomes due and payable during the period of administration of my estate. While it is not my intention to waive any exemption from the claims of my creditors for the proceeds of

any insurance on my life, part or all of the proceeds of any insurance payable to the executor may be used for the payment of my debts and the expenses of administering my estate, but only if and to the extent that the executor, in the exercise of its sole discretion, determines that such use of the proceeds is in the best interest of the beneficiaries of my estate.

3.2 **Payment of Taxes.** I direct the executor to pay all estate, inheritance, succession, death, or similar taxes, including any applicable interest or penalty, assessed by reason of my death with respect to all property required to be included in my estate for such tax purposes, whether the property passes under this will or otherwise. However, I do not intend to waive the contribution provisions of Sections 2206 and 2207 of the Code and the executor shall not pay from my estate any taxes which are payable as the result of (i) the disposition of any interest in qualified real property or the discontinuance of a qualified use of qualified real property as described in Section 2032A of the Code, (ii) the disposition of any interest in a qualified family-owned business or the discontinuance of a qualified family-owned business as described in Section 2057 of the Code, (iii) the inclusion in my gross estate of property with respect to which I am deemed to have made a transfer during the three-year period ending on the date of my death as described in Section 2035 of the Code, (iv) the inclusion in my gross estate of property with respect to which I am deemed to have made a transfer with a retained live estate as described in Section 2036 of the Code, (v) the inclusion in my gross estate of property over or concerning which I am deemed to have any general power of appointment as described in Section 2041 of the Code, (vi) the inclusion in my gross estate of qualified terminable interest property as described in Section 2044 of the Code, or (vii) any generation-skipping transfer tax imposed under Chapter 13 of the Code. To the extent that any tax is assessed by reason of any of these special provisions, or with respect to other property that does not pass under my will, it is my intention that the taxes be paid out of the property with respect to which such taxes are assessed, and the taxes shall not be paid from the other property of my estate. Except as provided in the preceding sentence, I direct that all taxes payable out of my estate be equitably prorated and paid or contributed by, or charged or apportioned to the shares of all persons interested in the estate; provided, however, that, to the extent possible, no portion of these taxes shall be charged to the

recipient of any specific or pecuniary bequest under this will or the recipient of any bequest which qualifies and is elected for the marital deduction or the charitable deduction available to my estate for federal or state tax purposes. If the executor makes an election under Section 6166 of the Code, or any corresponding state statute, to defer the payment of any tax, the executor may, notwithstanding the first sentence of this Section, charge interest on the deferred tax to principal or income, or both, as the executor, in the exercise of its sole discretion, determines to be appropriate. I direct that any income taxes imposed upon my estate be apportioned to and deducted from the shares of all the recipients of income of the estate, except any charitable beneficiaries, in such equitable manner as the executor, in the exercise of its sole discretion, determines to be appropriate. Such determination shall be binding upon all the beneficiaries of my estate. For this purpose, I declare that any income tax payable by my estate with respect to income earned and received by me prior to my death is to be considered to be a debt and not a tax for all purposes under this will.

3.3 **Apportionment of Debts, Expenses, and Taxes.** All debts, expenses, and taxes payable under the provisions of this Article may be charged to and paid from either the principal or income of my estate, or partially from both, and may be claimed either as income tax deductions or as estate tax deductions, or partially as both, as the executor, in the exercise of its sole discretion, determines to be appropriate. All debts, expenses, or taxes claimed as deductions from my gross estate for estate or inheritance tax purposes shall be paid from the principal or income of my estate without apportionment. Any debts, expenses, or taxes not claimed as deductions from my gross estate for estate or inheritance tax purposes shall be equitably apportioned and paid or contributed by, or charged to the shares of, all persons interested in the estate or who are in possession of or are benefited by any property or interest passing to or for the benefit of such person as a result of my death, whether such property passes under this will or otherwise; provided, however, that, to the extent possible, no portion of the debts, expenses, or taxes payable under the provisions of this Article shall be charged to or paid from the recipient of any specific or pecuniary bequest under this will or any portion of my estate which would otherwise qualify for the charitable deduction or the marital deduction available and elected for estate or inheritance tax purposes with respect to my estate.

THE LAST WILL AND TESTAMENT OF JAMES R. MALONE, JR.

ARTICLE 4 - POWERS, DUTIES, AND OBLIGATIONS OF THE EXECUTOR

4.1 Successor. Each individual executor, by an instrument in writing signed by the executor and making specific reference to this instrument and this provision, may appoint a successor individual or corporate executor to serve upon the death, incapacity, or resignation of the appointing executor, but only if and to the extent that I have not otherwise appointed an alternate or successor executor in such case under other provisions of this instrument. An appointment may be changed or revoked until it takes effect. If all of the executors named in this instrument are unable or unwilling to serve or continue to serve for any reason and have failed to effectively designate an alternate or successor executor, a successor individual or corporate executor shall be appointed by the beneficiaries who at that time represent a majority of the economic interests in the estate. Any beneficiary who is a minor or who is under other legal disability shall be represented by his or her parent, if living and competent, and if not then by the guardian or conservator of the beneficiary or the adult most closely-related to the beneficiary.

4.2 Qualification. If any executor is unable to qualify for lack of residence in the state in which this will is probated, then I appoint as a co-executor in such jurisdiction the person or persons nominated and appointed by the executor in any written notice of appointment delivered to the person or persons so selected and to the court having jurisdiction over the administration of my estate.

4.3 Compensation. The executor shall be entitled to compensation in an amount which shall be reasonable in view of the services rendered. If a corporate executor which is regularly engaged in the business of administering estates is serving as executor, the corporate executor shall be entitled to compensation in accordance with the executor's published schedule of fees for such services, as the same is amended from time to time.

4.4 Removal of Corporate Executor. If at any time there is a corporate executor serving under this instrument, the individual executor then serving, or, if there is no individual executor then serving, the trustee of the trust referred to in Paragraph 2.1 of this will, may request and obtain the resignation of the corporate executor and may, but need not, appoint a successor

corporate executor. Such request and appointment shall be in writing, signed by the individual executor or trustee, as the case may be, shall contain the signed consent of the successor corporate executor, if any, to accept the duties and responsibilities of the executor, and shall be delivered to the corporate executor. Upon receipt of the written request, the corporate executor then serving shall immediately resign its position as executor.

4.5 General Powers, Duties, and Obligations. In addition to the specific rights and powers granted to the executor in this will, the executor shall have and be subject to all of the fiduciary powers, duties, and obligations set forth in Section 35-50-110 of the *Tennessee Code Annotated*, the provisions of which are incorporated into this will by reference.

4.6 Exercise of Tax Elections. The executor may exercise any election available with respect to my estate or any trust created under this will, or any property included in my gross estate, regardless of whether or not the property passes under the terms of this will, including the election to qualify property for the marital deduction, the allocation of any generation-skipping transfer tax exemption and any election to increase the basis of any item of property under the provisions of Section 1022 of the Code, in any manner that the executor, in the exercise of its sole discretion, determines to be appropriate. In exercising its discretion, the executor shall be free from liability to any beneficiary or other person having an interest with respect to this determination and the decisions of the executor shall be conclusive and binding on all parties having an interest in the estate or trust. If the existence or exercise of this authority by the executor would cause any property of my gross estate as to which the marital deduction is not elected to be included in my wife's gross estate, this power may not be exercised except by an independent executor as that term is defined by federal income, gift, or estate tax statutes, regulations, or rulings. If there is no independent executor serving as required under this provision, an eligible individual or corporate special executor shall be appointed by the executor. Any such special executor shall serve only for the purpose of participating in the determination of if and to what extent any such election is to be made and only during the pendency of the proceedings relating to the exercise of any such election, shall have no other fiduciary responsibility, and shall have no liability to any beneficiary or other person having an interest

with respect to this determination and the decisions of the special executor shall be conclusive and binding on all parties having an interest in the estate or trust.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

5.1 Situs. At the time of the signing of this will, I am residing in the State of Tennessee, and it is my intention that, if I am not domiciled in that State at the time of my death, and although the situs for construction of this will may be in such other jurisdiction in which I am domiciled, this will, insofar as any question as to its meaning or effect may arise and to the extent the same may be controlled or interpreted by this provision, shall be taken to have such meaning or effect as is consistent with the laws of Tennessee.

5.2 Family. As of the date of this instrument, I am married to PATRICIA W. MALONE, and all references in this will to my "wife" are to her. My children are CHRISTOPHER TODD MALONE and RICHARD ELIOTT MALONE, both adults.

5.3 Simultaneous Death. If my wife and I die simultaneously or under circumstances which make it difficult or impossible to determine which of died first, I direct that for purposes of this will my wife shall be deemed to have survived me, regardless of any contrary presumption established by law. If any other beneficiary under this will and I die simultaneously or under circumstances which make it difficult or impossible to determine which of died first, I direct that for purposes of this will I shall be deemed to have survived such beneficiary, regardless of any contrary presumption established by law.

5.4 Powers of Appointment. I do not intend to exercise any powers of appointment except as specifically provided in this will.

5.5 Control of Real Property. Any real property owned by me at the time of my death shall be a part of my probate estate under the control of the executor.

5.6 Power to Change Will. Although my wife and I may execute similar wills at or about the same time, there has been no contract between us, express or implied, for the making of mutual wills or the making of any mutual testamentary disposition of our property, it is not intended that our wills be construed to be reciprocal, and each of us retains the right at any time

before or after the death of the other to alter or revoke his or her respective will independently of the other.

I have signed this will on June 14, 2017.

JAMES R. MALONE, JR.

SIGNED, PUBLISHED, and DECLARED by JAMES R. MALONE, JR. to be his last will and testament, in the presence of the undersigned, who, at the testator's request, and in his sight and presence, and in the sight and presence of each other, have signed our names as attesting witnesses on the date indicated above.

Witness

Print name: Charlie Ross

Address: 2288 Gunbarrel Road
Chattanooga, Tennessee

Witness

Print name: Adam Naml

Address: 2288 Gunbarrel Road
Chattanooga, Tennessee

THE LAST WILL AND TESTAMENT OF JAMES R. MALONE, JR.

AFFIDAVIT OF THE SUBSCRIBING WITNESSES OF THE LAST WILL AND TESTAMENT OF JAMES R. MALONE, JR.

STATE OF TENNESSEE
COUNTY OF HAMILTON

Each of the undersigned, being duly sworn, deposes and says the following.

The foregoing will was signed, published, and declared in the presence of the undersigned on June 14, 2017, in Hamilton County, Tennessee, by JAMES R. MALONE, JR. (the "testator"), who declared the will to be his last will and testament.

Each of the undersigned then signed his or her name as a witness at the end of the will at the request of the testator and in the presence of the testator and in the presence of each other.

At the time the will was executed, the testator was over the age of eighteen, and, to the best of the knowledge of the undersigned, of sound mind and not under any constraint or in any respect incompetent to make a will.

Each of the undersigned was acquainted with the testator at the time the will was executed and makes this affidavit at the request of the testator.

The will was shown to the undersigned at the time this affidavit was made and was examined and verified by each of them as to the signatures of the testator and of the undersigned.

Witness

Print name: Charlie Ross

Witness

Print name: ADAM NAMI

Signed and sworn to before me on June 14, 2017.

HUGH F. KENDALL STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY, TN

Notary Public
My commission expires February 10, 2018