Karen Johnson Davidson County
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STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the LAST WILL AND TESTAMENT heretofore filed in the SEVENTH Circuit Court for Davidson County, Tennessee, on the 19 day of AUGUST, 2022, in Docket Number 22P1497, IN RE: SEIDNER, DOUGLAS L ET.AL, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 19 day of AUGUST in the year 2022 and in the 246 year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]

EFILED 08/19/22 12:07 PM CASE NO. 22P1497 Richard R. Rooker, Clerk

22P1497
FILED
AUG 19 2022
RICHARD R. ROOKER, Clerk
By _____ Deputy

LAST WILL AND TESTAMENT
OF
DOUGLAS L. SEIDNER

I, DOUGLAS L. SEIDNER, a resident of Davidson County, Tennessee, being of sound mind and disposing memory, do hereby make, publish and declare this as my Last Will and Testament, hereby revoking all Wills and Codicils heretofore made by me.

1. Appointment of Executor. I nominate and appoint my spouse, Mary D. Seidner, as Executor of my estate. In the event my spouse ceases or fails to serve, then I nominate and appoint my children, Matthew R. Seidner and Gregory W. Seidner, as Co-Executors. Any time there is more than one person serving as my Executor hereunder and either of the named Co-Executors fail or cease to serve in such capacity, then my remaining Executor shall serve in such capacity. I direct that no bond shall be required of my Executor. Whenever the term "Executor" is used herein, it shall be deemed to apply to the party or parties acting, and any reference to such party or parties in one gender shall be deemed to mean the proper gender.

2. Ancillary Administration. If the appointment of an Executor of my estate is necessary or desirable in any jurisdiction in which the Executor named herein is unable or unwilling to act, I appoint as my Executor in that jurisdiction such person or corporation as may be designated in an instrument signed by the Executor named herein, to serve without security or any bond, and to have all the powers with respect to my estate in that jurisdiction that my Executor named herein is given with respect to my domiciliary estate (including the power to sell real or personal property at public or private sale for any purpose), to be exercisable without the joinder of any beneficiary or the approval of any court.

3. Payment of Debts, Expenses and Taxes. I direct that all of my legally enforceable debts, funeral expenses, and expenses in connection with the administration of my estate be paid as soon as may be convenient after my death, except that any debt secured by a mortgage, pledge, or similar encumbrance on property owned by me at the time of my death may be retained in the discretion of my Executor and such property shall pass subject to such mortgage, pledge, or similar encumbrance. I further direct that all transfer, estate, inheritance and other death taxes (but not any generation-skipping taxes) which are payable because of my death, including any interest or penalties thereon, with respect to the property comprising my estate for such tax purposes, whether or not such property passes under this Will and whether such taxes are payable by my estate or by any recipient or beneficiary of any such property, shall be paid by my Executor, provided that:

   (a) Payment of Taxes from Revocable Trust. I authorize my Executor to call upon the trustee of the Douglas L. Seidner Revocable Trust, originally established by me by a trust agreement executed on July 7, 2008, as may be amended by me from time to time (the "Revocable Trust Agreement"), to obtain the funds necessary to pay any part or all of such debts, expenses and taxes.

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(b) Payment of Taxes from Other Trusts. I authorize my Executor to call upon the trustee of any other trust that is includable in my gross estate for estate or inheritance tax purposes to obtain the funds necessary to pay all taxes attributable to the inclusion of each such trust in my estate for tax purposes. Such taxes shall be computed on a marginal (rather than an average) basis and shall be equal to the amount by which the total of such taxes exceeds the total taxes which would have been payable if the values of such Trusts had not been included in my gross estate for tax purposes.

(c) Apportionment of Estate and Inheritance Taxes. The apportionment of any such estate and inheritance taxes shall be determined in accordance with the provisions of the Revocable Trust Agreement.

(d) Generation-Skipping Taxes. If any generation-skipping transfer taxes are imposed as a result of my death, then such taxes shall be charged against and paid from the property with respect to which such taxes are imposed.

(e) Life Insurance Proceeds. I direct that the proceeds of any life insurance payable to my estate or to my Executor may be used for the payment of debts or taxes.

4. Disposition of Tangible Personal Property.

(a) Tangible Personal Property Disposed of by Separate Statement. I may leave a separate statement disposing of certain items of my tangible personal property in accordance with T.C.A. § 32-3-115, and my Executor is directed to comply with the instructions contained therein. If no separate statement is found within sixty (60) days after my death and identified, in the judgment of my Executor, as having been prepared by me, it shall be presumed that no such separate statement exists, and any subsequently discovered statement shall be ignored. If any person named in such separate statement shall predecease me, then, unless otherwise directed in such statement, the bequest made to such person shall lapse and be null and void.

(b) Remainder of Tangible Personal Property. My Executor shall distribute any furniture, household furnishings, automobiles, personal effects and all other items of tangible personal property not mentioned in such statement described in subparagraph (a) to the trustee of the then-acting trustee of the Douglas L. Seidner Revocable Trust, as trustee of said trust, to be added to the trust estate held thereunder and to be held, administered, and distributed as provided therein.

(c) Distribution and Handling of Tangibles. My Executor may distribute the share of any minor beneficiary directly to such beneficiary or to the person with whom such beneficiary is making his or her home, or to a custodian for such beneficiary under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state, or in such other fashion as my Executor deems appropriate, without the requirement of the appointment of a guardian for such beneficiary or the approval of any court. If in the discretion of my Executor any of my tangible personal

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property is not suitable for immediate delivery, my Executor may retain such property in safekeeping for future delivery. My Executor shall pay all expenses associated with safeguarding, insuring, packing, storing, delivering, and distributing the tangible personal property, and such expenses shall be deemed to be a proper part of the expenses of administering my estate.

5. Disposition of Residuary Estate. I give all of the rest and residue of my estate, real, personal and mixed, of whatever kind and nature and wherever situated, to the then-acting trustee of the Douglas L. Seidner Revocable Trust, as trustee of said trust, to be added to the trust estate held thereunder and to be held, administered, and distributed as provided therein.

6. QTIP Election. Under the Revocable Trust Agreement, one or more QTIP marital trusts may have been established by me. My intention is that my spouse, Mary D. Seidner, shall have a "qualifying income interest for life", as that phrase is defined in § 2056(b)(7)(B)(ii) of the Code, with respect to said trusts. I authorize my Executor to make any elections necessary to qualify all or any portion of said trusts for any marital deductions available under applicable federal and state inheritance tax laws. Generally, I anticipate that my Executor will elect to minimize the taxes payable by my estate, but my Executor is authorized to consider any other factors which my Executor deems to be relevant. The determination by my Executor with respect to the exercise of any election regarding the said trusts shall be conclusive upon all interested persons.

7. Allocation of GST Exemption. I direct my Executor to allocate my "GST Exemption", as provided for by § 2631(a) of the Code, which remains unused immediately prior to my death in a manner which is, in the discretion of my Executor, most beneficial to my children and my more remote issue.

8. Simultaneous Death. In the event my spouse and I shall die simultaneously, or under circumstances which make it difficult to determine which of us died first, I direct that my spouse shall be deemed to have survived me for the purposes of this instrument, and I direct further that the provisions of this instrument shall be construed upon that assumption, irrespective of any provision of law establishing a contrary presumption or requiring survivorship for a fixed period as a condition of taking property by inheritance.

9. Powers of Executor.

   (a) In General. In addition to all powers given under applicable law, my Executor shall have all the powers enumerated in T.C.A. § 35-50-110 and the introductory paragraph and all subparagraphs thereof, to the extent not inconsistent with the express provisions hereof, are hereby incorporated herein by reference.

   (b) Protection of Marital Deduction. In no event shall my Executor have any power which would invalidate the marital deduction for federal or state estate or inheritance tax purposes.

   (c) Authority to Administer Real Property. My Executor shall have full authority and discretion to convey, improve, lease, encumber, or in any other manner deal with

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and administer any real property comprising an asset of my estate, without the approval of any court, the joinder of any beneficiary, or the disclosure of the identity of any beneficiary of my estate. Furthermore, for purposes of T.C.A. § 31-2-103, all such real property shall be deemed to be personal property following my death, subject to sale by my Executor, acting without joinder of any beneficiary, for the purpose of facilitating the distribution of my estate among the beneficiaries of this Will, as well as for the purpose of paying taxes, administrative expenses, and any other expenses or debts of my estate, without first being required to exhaust all other personal property of my estate.

(d) Employment of Agents. My Executor shall be authorized, in my Executor's discretion, to employ accountants, attorneys, investment advisors, or other institutions or persons, to assist in the administration and investment decisions for my estate, or to enter into a custodial arrangement with a bank or other financial institution of my Executor's choosing. The fees of any person or institution employed by my Executor in accordance with this subparagraph may be paid from my estate as my Executor shall determine.

(e) Access to Digital Assets.

(1) In General. My Executor may exercise all powers that an absolute owner has or that I may have had before my death over any "account," "digital asset" or "electronic communication" as defined in the Tennessee Revised Fiduciary Access to Digital Assets Act, including, but not limited to, any computer, telephone, digital device, email, social networking, bank, brokerage, data storage device, user account, electronically stored information, and any domain name, whether the same are in my own name or that I owned or lawfully used jointly with anyone else. My Executor may access, consent to divulge, manage, control, delete, and terminate any such asset or account. My Executor has my express and lawful consent and authority to access, manage, control, delete, and terminate any electronically stored information and communications to the fullest extent allowable under the Tennessee Revised Fiduciary Access to Digital Assets Act, the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986, and the Gramm-Leach-Bliley Act, each as amended, and any other federal, state or international privacy or other laws, and to take any actions I was authorized to take under all applicable terms of service, terms of use, licensing, and other account agreements or laws. My Executor may employ any consultants or agents to advise or assist my Executor in decrypting any encrypted electronically stored information of mine or in bypassing, resetting, or recovering any password or other authorization or authentication. My Executor may take any of these actions to access: (i) any kind of computing device of mine, (ii) any kind of data storage device or medium of mine, (iii) any electronically stored information of mine, and (iv) any user account of mine.

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(2) Disclosure by Custodian. To the maximum extent provided under T.C.A. § 35-8-104(b), any custodian shall disclose to my Executor all of my digital assets, including the content of any electronic communications sent or received by me.

(3) Electronic Communications. To the maximum extent provided under T.C.A. § 35-8-107, I hereby grant my Executor authority over the content of my electronic communications.

(4) Fiduciary Duty. In carrying out my Executor's duties under this subparagraph, my Executor shall be subject to the fiduciary duties described in T.C.A. § 35-8-115(a).

(f) Compensation of Executor. Unless otherwise agreed to by my Executor, my Executor shall be entitled to receive reasonable compensation for its services and paid or reimbursed for all reasonable expenses, advances and disbursements, including attorney's and accountant's fees, made or incurred in the administration of my estate.

(g) Portability. If my spouse survives me, then unless otherwise directed by my spouse in writing, my Executor shall elect and otherwise take the necessary steps to transfer my Deceased Spousal Unused Exclusion Amount as defined in § 2010(c) of the Code, if any, to my spouse, and the costs of making such election, including the filing of a Form 706 United States Estate (and Generation-Skipping Transfer) Tax Return if required to make such election, shall be an expense of my estate.

(h) Statutory References.

(1) Internal Revenue Code. Unless specifically provided to the contrary, the term "Code" shall mean the federal Internal Revenue Code of 1986, as from time to time amended, or any successor federal laws thereto, and shall also include the Treasury regulations promulgated thereunder. Sectional references to the Code refer to the present sections, amendments thereto, and any successor sections.

(2) Tennessee Code Annotated. References to the term "T.C.A." shall refer to the present sections of the Tennessee Code Annotated, any amendments thereto, and successor sections.

10. Waiver of Requirement of Inventory and Accountings. I hereby expressly excuse my Executor from filing any inventory, interim accountings, and final accounting which might otherwise be required pursuant to applicable law, unless such reports are specifically requested by any beneficiary of my residuary estate.

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IN WITNESS WHEREOF, I have hereunto set my hand on this 29 day of November, 2018, to this my Last Will and Testament, and have subscribed each of the foregoing five (5) pages at the bottom thereof for the purpose of identification.

Douglas L Seidner
DOUGLAS L. SEIDNER

Signed, signified and declared by the said DOUGLAS L. SEIDNER (the "Testator"), being of sound mind and disposing memory, as and for the Testator's Last Will and Testament, in the presence and sight of us, present at the same time, who, at the Testator's request, in the Testator's presence and sight, and in the presence and sight of each other, have subscribed our names as attesting witnesses on the day and year last above written.

WITNESSES:

(1) _____

ADDRESS: 2400 Holden River Lane, Franklin, TN 37069

(2) Emily Bahn (Emily Baker)

ADDRESS: Nashville, TN 37201

THIS DOCUMENT WAS PREPARED BY:
Michael D. Sontag, Esq.
David H. Mayer, Esq.
Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201

AFFIDAVIT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Michael Sontag and Emily Baker, being severally duly sworn, depose and say that:

We are acquainted with DOUGLAS L. SEIDNER (the "Testator"), who executed this annexed Last Will and Testament, consisting of six (6) typewritten pages, dated November 29, 2018, on that date at Nashville, Tennessee, by subscribing the Testator's name at the end thereof in the presence and sight of each of us.

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

At the time of executing said Last Will and Testament, the Testator was over the age of eighteen years and in our opinion was of sound mind, memory and understanding and not under any restraint or in any respect incompetent to make a Last Will and Testament.

This affidavit is made at the request of the Testator.

The annexed Last Will and Testament was examined by the undersigned witnesses at the time this affidavit was made.

Witness #1

Emily Baker (Emily Baker)
Witness #2

SWORN TO AND SUBSCRIBED before me, this 29th day of November, 2018.

Jennifer Roberts
Notary Public

My Commission Expires:
November 8, 2021

JENNIFER ROBERTS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
Commission Expires Nov. 8, 2021

25335815.1

Tennessee Certification of Electronic Document

I, Aubrey Burns, 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 August 19, 2022 (date of document).

Aubrey Burns
Affiant Signature

August 23, 2022
Date

State of Tennessee
County of Davidson

Sworn to and subscribed before me this 23rd day of August, 2022.

Lucretia Albert
Notary's Signature

MY COMMISSION EXPIRES: 1-3-23

NOTARY'S SEAL

