Karen Johnson Davidson County
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STATE OF TENNESSEE

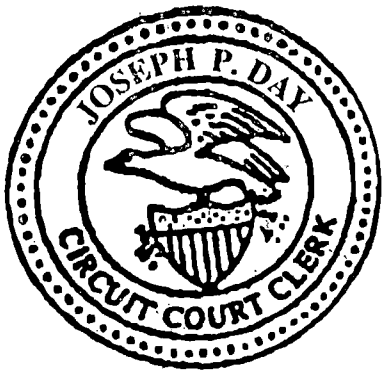
I, JOSEPH P. DAY, Clerk of the Circuit Court for Davidson County, do hereby certify that the foregoing is a true and complete copy of the LAST WILL & TESTAMENT heretofore filed in the Seventh Circuit Court (Probate Division) for Davidson County, Tennessee, on the 25TH day of JANUARY, 2023, in Docket Number23P8, IN RE: ALICE ANN PICKNEY, 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 25TH day of JANUARY in the year 2023 and in the 246 year of American Independence.

JOSEPH P. DAY, Clerk

By: _____
Deputy Clerk

[SEAL]



Last Will and Testament of Alice Ann Pickney

2318

I, Alice Ann Pickney, currently residing in Nashville, Davidson County, Tennessee, and a citizen of the United States of America, make and declare this document as my Will. I revoke all former wills and codicils.

FILED
JAN 25 2023
JOSEPH P. DIXON
By: Deputy

ITEM 1
FAMILY

1.A. Spouse. I am not married.

1.B. Children. I have Five (5) children, Carolyn M. Foster, Linda Hines, Stephen R. Foster, Shirley A Woodard, and William Foster (who is deceased). References in this Will to child or children shall refer to them. I have one other biological child, Mary Bunker, who was adopted by another family when she was born. Mary Bunker shall receive nothing under this Will.

ITEM 2
SPECIFIC BEQUESTS AND TANGIBLE PERSONAL PROPERTY

2.A. Specific Bequests. I bequeath to those persons listed below the item or items specified.

1. I have purchased a house and lot located at 8440 Merrymount Drive, Newsom Station, Nashville, Tennessee 37221 with my friend Howard Allen Deal. I hereby give and grant to my friend Howard Allen Deal a life estate in and to my one-half undivided interest in said real property for so long as he is able to live in the house and maintain it, including paying taxes and insurance. We are agreed and contractually bind ourselves, one to the other, by executing our wills with this mutual provision, that upon my death, his election to purchase my interest, or his election to sell the property, my one-half interest is to be distributed to my heirs as set forth in Item3 below. We are further agreed that Howard Allen Deal shall have a life estate in the contents of the house. Should he choose to purchase my interest in the real property, my share of the real property shall be priced to him and for this purpose only at $125,000.00.

2.B. General Bequest. I bequeath to Carolyn M. Foster, Linda Hines, Stephen R. Foster, Shirley A Woodard, Kelsey Foster, and Brian Foster, all of my clothing, jewelry, personal effects, automobiles and all of my other tangible personal property used by me in a personal way, except for any items specifically bequeathed to another above or in any document described below in this Item.

Initials AP

These items are to be divided by them as they may agree, but if they cannot agree, my Executor, exercising an absolute and unlimited discretion, shall distribute the property to them in as equal shares, with Kelsey Foster as Brian Foster splitting a share.

After I sign this Will, I may leave a letter or other written document either in my own handwriting or signed by me addressing the distribution of certain items of my tangible personal property. If I prepare this document, I will keep it with my Will. If my Executor finds this document, it is my desire that the wishes expressed in such document be carried out.

All bequests under this Item or any document described above in this Item are contingent upon my owning the item or items bequeathed at my death and upon the recipient surviving me, unless I expressly provide otherwise.

ITEM 3
RESIDUARY ESTATE

I devise and bequeath all the rest of the property I own at my as follows:

1/5 to Carolyn M. Foster, per stirpes.
1/5 to Linda Hines, per stirpes.
1/5 to Stephen R. Foster, per stirpes.
1/5 to Shirley A. Woodard, per stirpes.
1/10 to Kelsey Foster, per stirpes.
1/10 to Brian Foster, per stirpes.

If any person receiving a share of my residuary estate under this Item 3 is under the age of 25 years, the share for such underage person shall be distributed to an adult of the Executor's choosing (other than the Executor) to hold as custodian for such underage person pursuant to the Tennessee Uniform Transfers to Minors Act until such underage person is age 25, and the receipt of such custodian shall constitute complete acquittance of my Executor.

ITEM 4
EXECUTOR

I nominate the following persons to serve as the Executor of this Will, with such persons to act successively, in the order named:

1. Stephen Foster
2. Carolyn Foster

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To the extent permitted by applicable law, no Executor shall be required to furnish bond, file any inventory or file any accountings with respect to the performance of the Executor's duties.

Any person serving as Executor hereunder will render valuable services for which payment of a reasonable fee will be deserved. If any such person desires to be paid a fee, then I do not want any individual Executor to be required to seek approval of a fee from any Court or legatee of this Will. Accordingly, I authorize any individual person serving as Executor to receive and be paid a fee not to exceed one-half (1/2) of the fee that would be charged by Regions Bank, Nashville, Tennessee, in accordance with its fee schedule in effect at the time the fee is charged. Alternatively, the Executor may apply to the Probate Court in which my will is probated for a reasonable fee. If two or more individuals serve at the same time, they shall each receive an equal share of the fee as determined above, unless they agree to divide the fee otherwise.

ITEM 5
ADMINISTRATIVE PROVISIONS

5.A. Payment of Debts, Administration Expenses and Taxes. All of my legally enforceable debts (except secured debts, which may be paid or retained in the discretion of the Executor, and if paid shall be without right of contribution from my spouse), my funeral expenses and the expenses of administration of my estate, both domiciliary and ancillary, shall be paid by my Executor as soon as practicable after my death. My Executor shall pay out of my residuary estate all estate, inheritance and other death taxes which shall become payable by reason of my death, whether in respect of property passing under this Will or otherwise, as an expense of administration, without apportionment.

5.B. Life Insurance. The proceeds of any life insurance payable to my Executor or my estate are to be free from the claims of creditors, and are to be held and distributed as provided by the terms of this Will. My Executor may use (but shall not be required to use) any portion of such proceeds as my Executor deems advisable, exercising a reasonable discretion, for the payment of debts, expenses and taxes, but only if my Executor deems such use of the proceeds to be in the best interests of my legatees and beneficiaries hereunder.

5.C. Real Property. Any real property I own at my death is to be administered as a part of my probate estate subject to the control of the Executor for purposes of administration, as authorized by Tennessee Code Annotated Section 31-2-103(a). So long as the Executor serves, the Executor shall have the same power over the title to real property as an absolute owner would have, including but not limited to the power to sell, mortgage, lease or otherwise convey any interest in any real estate without the joinder, consent or approval of any heir, legatee, beneficiary,

Initials _____

court or other person, provided that in exercising such power the Executor shall be acting in a fiduciary, not an individual, capacity.

5.D. **Powers of Executor.** The Executor, in the exercise of a reasonable discretion with respect to all property, real and personal, at any time forming a part of my estate, may exercise any and all of the powers set forth in Tennessee Code Annotated Section 35-50-110, to the extent applicable, all of which provisions and powers are incorporated herein by reference (as set out in this statute on the date I sign this Will), even if this statute is amended or repealed hereafter and even if my estate is administered in a state other than Tennessee. I grant to my Executor the power and authority to appoint a resident Co-Executor if applicable law so requires. Additionally, My executor shall have the power to access, handle, distribute and dispose of my digital assets. "Digital assets" includes files stored on my digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops. The term "digital assets" also includes but is not limited to emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops, regardless of the ownership of the physical device upon which the digital item is stored.

5.E. **References to Executor.** For convenience, the Executor named in this Will (including any alternates) is sometimes referred to in the singular person and masculine gender, regardless of the number or gender of those actually named herein.

5.F. **Captions.** The captions and headings of this Will are for convenience only and shall not define or limit the provisions contained herein.

IN WITNESS WHEREOF, I sign this Will, consisting of Five (5) printed pages, and for the purpose of identification, I have signed or initialled each page, all in the presence of the persons witnessing it, at my request, on this the 10 day of August, 2018, at Nashville, Tennessee.

Alice Ann Pickney

Alice Ann Pickney

Signed and declared by Alice Ann Pickney, to be such person's Will in the presence of all of us at one and the same time, and we, at such person's request and in such person's presence and in the presence of each other, have subscribed our names as witnesses, and we do hereby attest to the sound and disposing mind of

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Alice Ann Pickney and to the performance of the aforesaid act of execution at the place and on the date hereinabove set out.

WITNESSES:

Signature

LEE ANNE WILLS
Print or Type Name

237 OLD HICKORY BLVD STE 100 NASHVILLE TN 37221
Address

Signature

Debra Perenich
Print or Type Name

237 OLD HICKORY BLVD STE 100 NASHVILLE TN 37221
Address

THIS WILL PREPARED BY:

Nick Perenich
Attorney at Law
237 Old Hickory Blvd.
Nashville, TN 37221
615/662-2889

Initials ap

AFFIDAVIT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The undersigned persons, after first being duly sworn according to law, depose and say:

1. They witnessed the execution of the Will of Alice Ann Pickney, dated the 10 day of August, 2018, to which this Affidavit is attached, and that this Affidavit is being made at the request of such person and in accordance with the provisions of Tennessee Code Annotated Section 32-2-110.

2. Their signatures are affixed to the Will, they signed the Will at the request of such person, and in the presence of such person, and in the presence of each other witness, at the place and on the date recited in said Will.

3. Alice Ann Pickney signed said paper writing as and for a Will in their sight and presence.

4. At the time they witnessed the Will, Alice Ann Pickney was, in their opinion, of sound mind.

Witness

Address 237 Old Hickory Blvd Ste 100 Nashville TN 37221

Witness

Address 237 Old Hickory Blvd Ste 102 Nashville TN 37221

Sworn to and subscribed before me by the two (2) persons whose signatures are affixed hereto on this 10 day of August, 2018.

Notary Public

NICHOLAS PERENICH, JR
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires: May 31, 2021