Karen Johnson Davidson County
Batch# 966044 WILL
01/31/2023 12:42:30 PM 11 pgs
Fees: $57.00 Taxes: $0.00
20230131-0007182

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 19TH day of JANUARY, 2023, in Docket Number22P2358, IN RE: MARK HUTTON, 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

JOSEPH P. DAY
[SEAL]
CIRCUIT COURT CLERK

IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS

ACT OF CONGRESS

Attestation of Clerk

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

I, Bernadine Lumbreras, Clerk of the District Court in and for the County of Sedgwick, State of Kansas, do hereby certify that I have compared the papers in writing, to which this certificate is attached, with the original Miscellaneous Documents, 2022-PR-001046-DE, In the Matter of the Estate of Mark B. Hutton

as the same appear of record and on file in my office, at the courthouse in said County, and that the same are true and correct copies of said originals, and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at Wichita, Kansas, this 23rd day of November, 2022.

Bernadine Lumbreras
CLERK OF THE DISTRICT COURT

Certificate of Judge

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

I, Tyler Roush, Judge of the District Court in and for the County of Sedgwick, do hereby certify that Bernadine Lumbreras, whose name is subscribed to the foregoing certificate of attestation, now is, and was at the time of signing and sealing the same, the Clerk of the District Court of Sedgwick County and that his/her said attestation is in due form of law.

Date: November 23, 2022.

JUDGE OF THE DISTRICT COURT

PS-576

ELECTRONICALLY FILED
2022 Jun 23 AM 11:00
CLERK OF THE SEDGWICK COUNTY DISTRICT COURT
CASE NUMBER: 2022-PR-001046-DE

Court: Sedgwick County District Court

Case Number: 2022-PR-001046-DE

Case Title: In the Matter of the Estate of Mark B. Hutton

Type: Order Admitting Will to Probate and Issuing Letters Testamentary Under the Kansa

SO ORDERED.

/s/ Honorable Robb Rumsey, District Judge

EFILED 01/19/23 11:45 AM CASE NO. 22P2358 Joseph P. Day, Clerk

ELECTRONICALLY FILED
2022 Jun 23 AM 9:39
CLERK OF THE SEDGWICK COUNTY DISTRICT COURT
CASE NUMBER: 2022-PR-001046-DE

22P2358

Last Will and Testament of Mark B. Hutton

FILED
JAN 19 2023
By Joseph P. Day, Clerk
Deputy

I, Mark B. Hutton, revoke any prior Wills and Codicils and declare this to be my Last Will and Testament.

ARTICLE I
Family Information

I am married to Susan D. Hutton and any reference to my Wife shall be to her.

ARTICLE II
Residue

I give my Estate (referred to hereinafter as my "Residuary Estate"), to the then serving Trustee of Mark B. Hutton Revocable Trust (sometimes referred to as "the Trust" or "the Trust Agreement"), that I have signed before signing this Will, to be disposed of as provided in the Trust Agreement, including any amendments to it signed before today, today or after today. If this gift is ineffective but the terms of the Trust may be incorporated into this Will or otherwise carried out under this Will, then (i) I hereby appoint the Trustee under the Trust Agreement to be Trustee under this Will; (ii) I incorporate the provisions of the Trust Agreement into this Will; (iii) I give my Residuary Estate to the Trustee under this Will; and (iv) I direct that my Residuary Estate shall be disposed of in the manner provided in the Trust Agreement but with the trusts thereby set forth treated as trusts under this Will. I direct my Executor to follow any instructions contained in the Trust Agreement in making any tax election, including, but not limited to, the allocation of my Available GST Exemption (as defined in the Trust Agreement). I direct that any term or phrase referred to in this Will but not defined herein be given the meaning set forth in the Trust Agreement for such term or phrase. I direct that the taxes imposed by reason of my death upon property passing under and outside this Will be apportioned and paid in the manner provided in the Trust Agreement, and I incorporate the tax apportionment provisions of the Trust Agreement as part of this Will.

ARTICLE III
Executor Appointments

A. **Appointment of Initial Executor.** I appoint Susan D. Hutton to serve as Executor hereunder.

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B. **Appointment of First Level Successor Executor.** I appoint Intrust Bank, N.A. to serve as Executor hereunder when all other Executors previously appointed have failed to qualify or ceased to serve as an Executor.

C. **Estate Protector.** The "Estate Protector" hereunder shall be Andrew W. Hutton. The Estate Protector may be one or more individuals, corporations or other entities. Multiple Estate Protectors shall act by majority.

1. Any Estate Protector may appoint one or more individuals, corporations or other entities to be successor Estate Protector to take office upon such Estate Protector ceasing to act as such, and any such appointment may be changed prior to becoming effective.

2. Anyone serving as Estate Protector may resign by acknowledged instrument delivered to the Executors then acting hereunder.

3. The Estate Protector's authority hereunder is not conferred in a fiduciary capacity. The Estate Protector shall neither be nor shall be treated as a fiduciary for any purpose and the Estate Protector shall not be liable for any action taken in good faith. Furthermore, the Estate Protector shall be under no duty or requirement to monitor any Executor hereunder and shall not be liable to anyone for failure to do so, and shall be under no duty or requirement to exercise the powers conferred upon the Estate Protector hereunder and shall not be liable to anyone for failure to do so.

4. The Executor shall advise each person appointed as an Estate Protector hereunder of such appointment and each person so appointed shall accept such appointment by an acknowledged instrument delivered to the Executor then serving within sixty (60) days of such notification. If a person so appointed shall fail to deliver such acceptance to the Executor within that time frame, such person shall be treated as having renounced the appointment as Estate Protector, and the Executor shall, by acknowledged instrument, appoint as Estate Protector one or more individuals or entities other than any Executor or successor Executor named hereunder or any individual or entity that is related or subordinate (within the meaning of Code Sec. 672(c) and the Regulations thereunder) to any such Executor or beneficiary hereunder.

D. **Removal of Executors**

1. The Estate Protector shall have the right to remove any Executor hereunder, whether that Executor is currently serving or has been named or designated to serve in the future, other than my Wife, for any reason or no reason at all. If any Executor is removed by the Estate Protector, any successor Executor appointed by the removed Executor shall not take office.

2. The Estate Protector may release the Estate Protector's power to remove a particular Executor and such release may be limited to the releasing Estate Protector or also may be made binding upon any and all successor Estate Protectors.

E. **Filling Executor Vacancies.** If there is neither an effectual appointment of a successor Executor nor any effectual provision otherwise hereunder for the appointment of a successor Executor,

the Estate Protector shall have the right to appoint an individual, corporation or other entity with fiduciary powers to replace the removed Executor or whenever the office of Executor becomes vacant.

F. **Compensation of Executors.** An individual Executor may receive reasonable compensation in accordance with the law of the State of Kansas in effect at the time of payment, unless the Executor waives compensation. A corporate Executor shall be compensated by agreement with the individual Executor or, in the absence of such agreement, in accordance with its fee schedule as in effect at the time of payment. I authorize a corporate Executor to charge additional fees for services it provides hereunder that are not comprised within its duties as an Executor; for example, a fee charged by a mutual fund it administers in which my estate invests, a fee for providing an appraisal or a fee for providing corporate finance or investment banking services. I also recognize that a corporate Executor may charge separately for some services comprised within its duties as an Executor; for example, a separate fee for investing cash balances or preparing tax returns. Such separate charges shall not be treated as improper or excessive merely because they are added on to a basic fee in calculating total compensation for service as an Executor. The collection by my Executor of insurance proceeds and retirement benefits payable to my estate shall not be subject to Executor's compensation.

ARTICLE IV
Fiduciary Provisions

A. **General Provisions Regarding Changes in Fiduciaries.** To the extent not prohibited by applicable law, any Executor may resign at any time without court approval, whether or not a successor has been appointed, provided the resigning Executor complies with any applicable state law governing the resignation of the Executor that may not be waived by a governing instrument. Such resignation shall be by acknowledged instrument executed by the resigning Executor and delivered to any other fiduciary acting hereunder. If no other fiduciary is then acting hereunder, any such instrument by which an Executor is resigning shall be delivered to my Wife, if then living, or, if my Wife is not then living, to the then living eldest adult and competent individual who is a beneficiary of the trust designated herein to receive the remainder of my Estate.

B. **Accountings and Other Proceedings.**

1. I direct that my estate be subject to independent administration with as little court supervision as the applicable state law allows. My Executor shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by applicable state law. My Executor shall take such action for the settlement or approval of accounts at such times and before such courts or without court proceedings as my Executor shall determine. My Executor shall pay the costs and expenses of any such action or proceeding, including (but not limited to) the compensation and expenses of attorneys and guardians, out of the property of my estate.

2. I direct that in any proceeding relating to my estate, service upon any person under a legal disability need not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability. The person under the disability

shall nevertheless be bound by the results of the proceeding. The same rule shall apply to non-judicial settlements, releases, and exonerations.

C. **Additional General Provisions Regarding Fiduciaries.**

1. Except to the extent, if any, specifically provided otherwise in this Will, references to my Executor shall, in their application to my estate, refer to all those from time to time acting as Executor and, if two Executors are eligible to act on any given matter, they shall act unanimously, and if more than two Executors are eligible to act on a given matter, they shall act by majority.

2. My Executor shall be entitled to reimbursement for any out-of-pocket expenditures made or incurred in the proper administration of my estate or in furtherance of his or her fiduciary duties and obligations.

3. No Executor shall be liable to anyone for anything done or not done by any other Executor or any beneficiary.

4. The fact that an Executor is active in the investment business shall not be deemed a conflict of interest. Purchases and sales of investments may be made through a corporate Executor or through any firm of which a corporate or individual Executor is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like. Property of my estate may be invested in individual securities, mutual funds, partnerships, LLCs, private placements or other forms of investment promoted, underwritten, managed or advised by an Executor or such a firm.

D. **Waiver of Bond.** No Executor shall be required to give bond or other security in any jurisdiction and, if despite this exoneration, a bond is nevertheless required, no sureties shall be required. This waiver of any bond or other security specifically includes, without limitation, the waiver of any bond or security in connection with the advance payment of any Executor's compensation.

ARTICLE V
Fiduciary Powers

My Executor may, without prior authority from any court, exercise all powers conferred by this Will or the Trust Agreement or by common law or by any fiduciary powers act or other statute of the State of Kansas or any other jurisdiction whose law applies to this Will or the Trust Agreement. My Executor shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Will, these powers shall extend to all property held by my Executor until the actual distribution of the property. The powers of my Executor shall also include the following powers:

A. **Deceased Spousal Unused Exclusion Amount Election.** I direct that my Executor do all things necessary to make a valid election to allow my Wife to have the benefit of my deceased spousal unused exclusion amount, to the greatest extent permitted under applicable federal estate tax law. My Wife shall have no obligation to make any payment to my estate or to any other beneficiaries of my estate in order for my Executor to make this election or because this election was made, nor shall any equitable adjustment be made with respect to the dispositions under my estate because this election was made.

B. **Qualification of Eligible Property.** My Executor may determine whether and to what extent to elect to qualify any eligible property for the Federal or state marital deduction, even though an Executor may have an interest affected by the election. No Executor shall have any liability to any person on account of having made or having refrained from making this election in good faith.

C. **Power to Sell.** I grant to my Executor the power to sell, convey, or lease any real estate and to transfer or assign all personal property on such terms and conditions as my Executor shall deem advisable without the necessity of any appraisal, additional bond, or order or approval of Court.

D. **Reliance Upon Advice.** My Executor may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisors and employ agents, clerks and other employees and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to my Executor, notwithstanding any rule of law otherwise prohibiting such dual compensation.

E. **Executor as Agent.** Executors serving in any jurisdiction in which a corporate Executor is unable to serve as an Executor may use such corporate Executor as agent to perform any task that may lawfully be performed by such an agent in that jurisdiction, and may pay to such corporate Executor such compensation for its services as agent as shall be agreed upon by all Executors.

ARTICLE VI
Contract to Make Will or Trust

I acknowledge that there is no contract between my Wife and me, and that either of us is free to change his or her Will or Trust during our respective lifetimes even after the death of the first of us.

ARTICLE VII
Savings Clause

Should any of the provisions or directions of this Will fail or be held ineffectual or invalid for any reason, it is my desire that no other portion or provision of this Will be invalidated, impaired or affected thereby, but that this Will be construed as if such invalid provision or direction had not been contained therein.

ARTICLE VIII
Captions

The captions used in this Will are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Will or the intent of any provision therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name on July 20, 2017.

Mark B. Hutton

Signed, sealed, published and declared by Mark B. Hutton, the Testator above named, as and for his Last Will and Testament, in our presence, and we, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses on July 20, 2017.

Signature of Witness — Address 2959 N. Rock Rd #300 Wichita, KS 67226

Signature of Witness — Address Same as above

SELF-PROVING AFFIDAVIT

STATE OF KANSAS)
)
SEDGWICK COUNTY)

Before me, the undersigned authority, on this day personally appeared Mark B. Hutton, Kay A. Kisner and Kathryn J. Diekmann, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and all of said persons being by me duly sworn, the said Mark B. Hutton, Testator, declared to me and to the said witnesses in my presence that said instrument is Last Will and Testament, and that the Testator had willingly made and executed it as the Testator's free and voluntary act and deed for the purposes therein expressed; and the said witnesses, each on the witness' oath stated to me, in the presence and hearing of the said Testator, that the said Testator had declared to them that said instrument is the Testator's Last Will and Testament, and that the Testator executed same as such and wanted each witness to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of each other and in the presence of the Testator and at the Testator's request; and that said Testator at that time possessed the rights of majority, was of sound mind and under no restraint.

Mark B. Hutton, Testator

Kay A. Kisner
Signature of Witness

Kathryn J. Diekmann
Signature of Witness

SUBSCRIBED, ACKNOWLEDGED and SWORN TO BEFORE ME by Mark B. Hutton, Testator, Kay A. Kisner and Kathryn J. Diekmann witnesses, this July 20, 2017

Theron E. Fry
Notary Public, State of Kansas

My Commission Expires:

THERON E. FRY
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 1-16-18

Tennessee Certification of Electronic Document

I, Adam Harrer, 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 Jan 25, 2023 (date of document).

Affiant Signature

01/31/2023

Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 31 day of January, 2023.

Aubrey D. Burns

Notary's Signature

MY COMMISSION EXPIRES: 09-07-2026

NOTARY'S SEAL

