Karen Johnson
Batch # 1207166
11/20/2024 01 00 31 PM
Fees $187 00 Taxes $0 00
Davidson County
WILL
37 pgs
20241120-0090495

STATE OF TENNESSEE

****

IN RE: ***LOIS BERNARD***

Docket No: ***24P533***

I, JOSEPH P. DAY, 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 Order heretofore entered in the above styled case on March 8, 2024 in the Seventh Circuit Court for Davidson County, Tennessee, 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, on October 28, 2024.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: Meachelle Cannon
Deputy Clerk

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P Day, Clerk

LAST WILL AND TESTAMENT
OF
LOIS J BERNARD

March 11, 2023

LAW OFFICES
ELDER LAW OF NASHVILLE PLC,
162 WOODMONT BLVD
NASHVILLE TENNESSEE 37205
(615) 852-5602

EFILED 03/08/24 08:44 AM CASE NO 24P533 Joseph P Day, Clerk

Last Will and Testament of Lois J Bernard

Table of Contents

Article One — **Family Information** 1
Section 1.01 Marital Status 1
Section 1.02 My Children and Descendants 1
Section 1.03 Other Beneficiaries 1

Article Two — **Tangible Personal Property** 1
Section 2.01 Distribution of Tangible Personal Property by Memorandum 1
Section 2.02 Definition of Tangible Personal Property 1
Section 2.03 Ademption 2
Section 2.04 Incidental Expenses and Encumbrances 2

Article Three — **Residuary to Named Beneficiaries** 2
Section 3.01 Division of My Residuary Estate 2
Section 3.02 Distribution of the Share for David Lester 3
Section 3.03 Distribution of the Share for Amber Lester 3
Section 3.04 Funding Shares on a Non-Pro Rata Basis 3

Article Four — **Remote Contingent Distribution** 3

Article Five — **Supplemental Needs Trust** 3
Section 5.01 Distributions of Income and Principal 4
Section 5.02 Objective to Promote Independence of Beneficiary 5
Section 5.03 Not Available Resource to Beneficiary 5
Section 5.04 Distribution Guidelines 6
Section 5.05 No Seeking of Order to Distribute 6
Section 5.06 Indemnification of Trustee When Acting in Good Faith 6
Section 5.07 Distribution Upon the Death of Beneficiary 7
Section 5.08 Prohibition Against Beneficiary Serving as Trustee 7
Section 5.09 Limitation on Power to Remove and Replace Trustee 7
Section 5.10 Application of Article 7

Article Six — **Designation of Executor and Trustee** 7
Section 6.01 Executor 7
Section 6.02 Trustee Succession 7
Section 6.03 Appointment of Independent Trustee or Executor 7

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P. Day, Clerk

Section 6.04	Prohibition Against SNT Beneficiary Serving as Trustee	8
Section 6.05	Provisions for Trust Protector	8
Article Seven	**Trust Administration Provisions**	**11**
Section 7.01	No Court Proceedings	11
Section 7.02	Resignation of a Trustee	12
Section 7.03	Removal of a Trustee	12
Section 7.04	Default of Designation	12
Section 7.05	Notice of Removal and Appointment	12
Section 7.06	Appointment of a Cotrustee	13
Section 7.07	Corporate Fiduciaries	13
Section 7.08	Action of Cotrustees	13
Section 7.09	Trustee Authority to Disclaim or Release Powers	13
Section 7.10	Disclaimer by Beneficiary Serving as Trustee	14
Section 7.11	Exoneration of My Trustee	14
Section 7.12	Benefits Payable to My Trustee	14
Section 7.13	Certificate by Trustee	15
Section 7.14	Funeral and Other Expenses of Beneficiary	15
Section 7.15	Trust Accounting	15
Section 7.16	Information to Beneficiaries	16
Section 7.17	Authority to Merge or Sever Trusts	16
Section 7.18	Authority to Terminate Trusts	17
Section 7.19	Changing the Governing Law and Situs of Administration	17
Article Eight	**General Administrative Provisions**	**17**
Section 8.01	No Bond	18
Section 8.02	Fiduciary Compensation	18
Section 8.03	Exercise of Testamentary Power of Appointment	18
Section 8.04	Determination of Principal and Income	18
Section 8.05	Spendthrift Provision	19
Section 8.06	Distributions for Underage and Incapacitated Beneficiaries	20
Section 8.07	Maximum Term for Trusts	20
Section 8.08	Representative of a Beneficiary	21
Section 8.09	Distributions to Beneficiaries	21
Section 8.10	Ancillary Administration	21
Section 8.11	Delegation of Authority, Power of Attorney	21
Section 8.12	Merger of Corporate Fiduciary	22
Article Nine	**Powers of My Fiduciaries**	**22**
Section 9.01	Grant of Powers	22
Section 9.02	Fiduciary Powers Act	22
Section 9.03	Alternative Distribution Methods	23

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P Day, Clerk

Article Ten **Provisions for Payment of Taxes..... 23**
Section 10.01 Apportionment..... 23
Section 10.02 No Apportionment Between Current and Future Interests..... 23
Section 10.03 Tax Elections..... 24

Article Eleven **Definitions and General Provisions..... 24**
Section 11.01 Payment for Funeral and Burial or Cremation..... 24
Section 11.02 Definitions..... 24
Section 11.03 Contest Provision..... 29
Section 11.04 Survivorship Presumption..... 29
Section 11.05 General Provisions..... 30

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P Day, Clerk

Last Will and Testament of Lois J Bernard

I, Lois J Bernard, a resident of Nashville, Tennessee, on this day, March 11, 2023, revoke any prior wills and codicils made by me and declare this to be my Last Will and Testament (hereinafter referred to as "Will").

Article One
Family Information

Section 1.01 Marital Status

I am widowed.

Section 1.02 My Children and Descendants

I have one child: David Lester. All references in my Will to "my children" are to David Lester, whether he is living or deceased

References to "my descendants" are to David Lester and his descendants

Section 1.03 Other Beneficiaries

I have provided for my granddaughter, Amber Lester, to receive her father's share of my estate.

Article Two
Tangible Personal Property

Section 2.01 Distribution of Tangible Personal Property by Memorandum

My Executor will distribute the tangible personal property that I have listed in a separate written memorandum to the people specified in the memorandum. If a listed item is insured, the person who receives the item will also receive the insurance policy and succeed to any claims under the policy. If there is a conflict among multiple memoranda, the latest memorandum will control.

Section 2.02 Definition of Tangible Personal Property

For purposes of this Article, the term "tangible personal property" includes, but is not limited to, household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, personal wearing apparel and jewelry, books, sporting goods, and

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P Day, Clerk

hobby paraphernalia. The term does not include any tangible property that my Executor, in my Executor's discretion, determines to be part of any business or business interest that I own at death.

Section 2.03 Ademption

If property to be distributed under this Article becomes part of my probate estate in any manner after my death, then the gift will not adeem simply because it was not a part of my probate estate at my death. My Executor will distribute the property as a specific gift in accordance with this Article. But if property to be distributed under this Article is not part of my probate estate at my death and does not subsequently become part of my probate estate, then the specific gift made in this Article is null and void, without any legal or binding effect.

Section 2.04 Incidental Expenses and Encumbrances

Until property distributed in accordance with this Article is delivered to the appropriate beneficiary or to the beneficiary's legal representative, my Executor will pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as an administration expense. Except as otherwise provided in my Will, my Executor will distribute property under this Article subject to all liens, security interests, and other encumbrances on the property.

Article Three
Residuary to Named Beneficiaries

My residuary estate will be distributed to my beneficiaries pursuant to the terms of this Article.

Section 3.01 Division of My Residuary Estate

My Executor will divide my residuary estate into shares as follows:

Name	Relationship	Share
David Lester	Son	50%
Amber Lester	Granddaughter	50%

My Executor will administer each beneficiary's share as provided in the Sections that follow.

Notwithstanding the preceding paragraph, if at the time of distribution (or during any period that a beneficiary's share is held in trust) a beneficiary is a Supplemental Needs Person, then the beneficiary's share will be administered as provided in Article Five, entitled "Supplemental Needs Trust."

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P Day, Clerk

Section 3.02 Distribution of the Share for David Lester

My Executor will distribute the share set aside for David Lester to my Trustee to administer for his benefit as provided in Article Five, entitled "Supplemental Needs Trust."

If David Lester is deceased, David Lester's share will be distributed to his descendants, per stirpes. If David Lester has no living descendants, his share will be distributed pro rata to the other beneficiaries named in this Article. If there are no other named beneficiaries, his share will be administered as provided in Article Four, entitled "Remote Contingent Distribution."

Section 3.03 Distribution of the Share for Amber Lester

My Executor will distribute the share set aside for Amber Lester to her outright, free of trust.

If Amber Lester is deceased, Amber Lester's share will be distributed to her descendants, per stirpes. If Amber Lester has no living descendants, then her share will be distributed pro rata to the other beneficiaries named in this Article. If there are no other named beneficiaries, Residuary Beneficiary gender] share will be administered as provided in Article Four, entitled Remote Contingent Distribution."

Section 3.04 Funding Shares on a Non-Pro Rata Basis

If my residuary estate is divided into two or more shares, my Executor may fund the shares on a non-pro rata basis, provided that funding is based on the total fair market value of the assets when allocated.

Article Four
Remote Contingent Distribution

If, at any time, the other provisions of my Will fail to provide for a beneficiary of any part of my probate estate or a part of any trust created under my Last Will and Testament, then that part will be distributed to those persons who would inherit it had I then died intestate owning the property, as determined and in the proportions provided by the laws of Tennessee then in effect.

Article Five
Supplemental Needs Trust

Estate property will be administered pursuant to the terms of this Supplemental Needs Trust Article when.

EFILED 03/08/24 08:44 AM CASE NO 24P533 Joseph P Day, Clerk

(i) another Article of my Will directs that the property is to be administered as provided in this Supplemental Needs Trust Article; or

(ii) the beneficiary of the property under another Article of my Will is a Supplemental Needs Person, unless the other Article directs the beneficiary's interest to be distributed to a trust not created under this document.

"Beneficiary" under this Supplemental Needs Trust Article refers to the beneficiary of the property under the other Article. The provisions of the other Article shall continue to apply to the extent they do not conflict with the provisions of this Supplemental Needs Trust Article; specifically, the provisions of this Supplemental Needs Trust Article shall control the distributions of income and principal.

Section 5.01 Distributions of Income and Principal

The Trustee shall collect income and, after deducting all charges and expenses attributed thereto, may apply for Beneficiary's benefit, in-kind, or in cash, so much of the income and principal (even to the extent of the whole) as the Trustee deems advisable in the Trustee's discretion, **subject to the limitations set forth below**. The Trustee shall add the balance of net income not paid or applied to the principal of the Supplemental Needs Trust.

(a) Maximize Benefits

Consistent with the purpose of the Supplemental Needs Trust, before expending any amounts from the net income and/or principal of this trust the Trustee shall consider the availability of all benefits from government or private assistance programs for which Beneficiary may be eligible. The Trustee, where appropriate and to the extent possible shall endeavor to maximize the collection and facilitate the distribution of these benefits for Beneficiary's benefit.

(b) No Reduction in Benefits

None of the income or principal of the Supplemental Needs Trust shall be applied in such a manner as to supplant, impair, or diminish any governmental benefits or assistance for which Beneficiary may be eligible or which Beneficiary may be receiving.

(c) No Assignment

Beneficiary shall not have the power to assign, encumber, direct, distribute, or authorize distributions from the Supplemental Needs Trust

(d) Supplemental Needs Trust Savings Clause

Notwithstanding any provision of any Article herein to the contrary, in the event that the Supplemental Needs Trust is challenged or faces imminent invasion by any governmental department or agency in such a way as to affect Beneficiary's eligibility for benefits available under any governmental program, the Trustee may amend the trust so as to maintain Beneficiary's eligibility for benefits under such governmental program. However, if the Trustee is unable or unwilling to so amend the trust, then

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P Day, Clerk

the Trustee may distribute the trust income and principal as if Beneficiary were then deceased.

Section 5.02 Objective to Promote Independence of Beneficiary

While actions are in the Trustee's discretion, the Trustee should be mindful that it is my wish that Beneficiary live as independently, productively, and happily as possible

Section 5.03 Not Available Resource to Beneficiary

It is my intent to create a Supplemental Needs Trust that conforms to Tennessee law (or if Beneficiary is not a resident of Tennessee, to the law of the state where Beneficiary resides), in order to provide for Beneficiary's Supplemental Needs. I intend that the trust assets be used to supplement, not supplant, impair, or diminish, any benefits or assistance of any Federal, state, county, city, or other governmental entity for which Beneficiary may otherwise be eligible or which Beneficiary may be receiving.

Consistent with that intent, it is my desire that, before expending any amounts from net income and/or principal of the trust, the Trustee consider the availability of all benefits from government or private assistance programs for which Beneficiary may be eligible and that, where appropriate and to the extent possible, the Trustee endeavors to maximize the collection of such benefits and to facilitate the distribution of such benefits for the benefit of Beneficiary. All actions of the Trustee shall be directed toward carrying out this intent and the discretion granted the Trustee under my Will to carry out this intent is absolute.

For purposes of determining Beneficiary's eligibility for any such benefits, no part of the principal or undistributed income of the Supplemental Needs Trust shall be considered available to Beneficiary for public benefit purposes. Beneficiary shall not be considered to have access to principal or income of the trust, and he or she has no ownership, right, authority, or power to convert any asset into cash for his or her own use.

The Trustee shall hold, administer, and distribute all property allocated to the Supplemental Needs Trust for the exclusive benefit of Beneficiary during his or her lifetime. All distributions from the trust are in the discretion of the Trustee, and Beneficiary is legally restricted from demanding trust assets for his or her support and maintenance.

In the event the Trustee is requested to release principal or income of the Supplemental Needs Trust to or on behalf of Beneficiary to pay for equipment, medication, or services that any government agency is authorized to provide, or in the event the Trustee is requested to petition a court or any other administrative agency for the release of trust principal or income for this purpose, the Trustee is authorized to deny such request and is authorized in its discretion to take whatever administrative or judicial steps may be necessary to continue Beneficiary's eligibility for benefits, including obtaining legal advice about Beneficiary's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to Beneficiary for eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorney's fees, shall be a proper charge to the Supplemental Needs Trust.

EFILED 03/08/24 08 44 AM CASE NO. 24P533 Joseph P. Day, Clerk

Section 5.04 Distribution Guidelines

In making distributions, the Trustee will:

(i) consider any other known income or resources of Beneficiary that are reasonably available;

(ii) take into consideration all entitlement benefits from any government agency, such as Social Security Disability payments (SSDI), Medicaid, HCFA/Bureau of TennCare, Supplemental Security Income (SSI), and any other special purpose benefits for which Beneficiary is eligible;

(iii) take into consideration resource and income limitations of any such assistance program,

(iv) make expenditures so that Beneficiary's standard of living will be comfortable and enjoyable;

(v) not be obligated or compelled to make specific payments;

(vi) not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by such governmental agency and reimbursement is required by the state; and

(vii) not be liable for any loss of benefits.

Section 5.05 No Seeking of Order to Distribute

For purposes of determining Beneficiary's state Medicaid program equivalent eligibility, no part of the principal or undistributed income of the Supplemental Needs Trust may be considered available to Beneficiary. The Trustee will deny any request by Beneficiary to:

(i) release principal or income of the trust to or on behalf of Beneficiary to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or

(ii) petition a court or any other administrative agency for the release of trust principal or income for this purpose.

The Trustee may, in its discretion, take necessary administrative or legal steps to protect Beneficiary's state Medicaid program eligibility, including obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to Beneficiary for purposes of determining eligibility. Expenses for this purpose, including reasonable attorney's fees, are a proper charge to Beneficiary's Supplemental Needs Trust.

Section 5.06 Indemnification of Trustee When Acting in Good Faith

The Trustee shall be indemnified from the trust property for any loss or reduction of public benefits sustained by Beneficiary as a result of the Trustee exercising, in good faith, the authority granted to the Trustee under this Article.

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P Day, Clerk

Section 5.07 Distribution Upon the Death of Beneficiary

Upon the death of Beneficiary, the Trustee shall distribute or retain the remaining Supplemental Needs Trust property according to the other Article of my Will that directed the property to be held pursuant to this Article.

If the other Article does not provide for distribution upon the death of Beneficiary, then the Trustee shall distribute or retain the remaining Supplemental Needs Trust property as though Beneficiary had predeceased me.

Section 5.08 Prohibition Against Beneficiary Serving as Trustee

Notwithstanding any other provision of my Will, under no circumstances may Beneficiary serve as Trustee of any share that is being administered for his or her benefit under the provisions of this Supplemental Needs Trust Article

Section 5.09 Limitation on Power to Remove and Replace Trustee

Notwithstanding any other provision of my Will, Beneficiary does not have the power to remove or replace the Trustee of the Supplemental Needs Trust

Section 5.10 Application of Article

Any decision made by the Trustee under this Article shall be final, controlling, and binding upon all beneficiaries, subject to the provisions of this Article.

Article Six
Designation of Executor and Trustee

Section 6.01 Executor

I appoint the following, in the order named, to serve as my Executor, without the requirements of inventory or accounting.

First: Amber Lester

Second: Deborah Carpenter

Section 6.02 Trustee Succession

I appoint Amber Lester to serve as Trustee of any trusts created under my Will.

Section 6.03 Appointment of Independent Trustee or Executor

If my Trustee or Executor is not an Independent Trustee or Executor, and another provision of my Will requires an Independent Trustee or Executor to act, then my Trustee or Executor may appoint an Independent Trustee or Executor to act.

EFILED 03/08/24 08:44 AM CASE NO 24P533 Joseph P Day, Clerk

Section 6.04 Prohibition Against SNT Beneficiary Serving as Trustee

Notwithstanding any other provision of my Will, under no circumstances may the beneficiary of a share of my estate that is being administered pursuant to the terms of Article Five entitled "Supplemental Needs Trust," serve as Trustee of that share.

Section 6.05 Provisions for Trust Protector

The function of the Trust Protector is to direct my Trustee in matters concerning the trust, and to assist, if needed, in achieving my objectives as manifested by the other provisions of my estate plan.

In order to serve, any Trust Protector named or appointed under this Section must be a corporate fiduciary or an individual who is not related or subordinate to a transferor or any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

(a) Designation of Trust Protector

I make no appointment of Trust Protector at the time my Will is executed. Rather, a Trust Protector may be appointed pursuant to paragraph (d) of this Section as needed.

(b) Authority to Name Successor

The serving Trust Protector may appoint a successor Trust Protector in writing, which appointment will take effect upon the resignation, incapacity, or death of the appointing Trust Protector.

(c) Resignation of Trust Protector

A Trust Protector may resign by giving notice as provided in paragraph (e) below. A resigning Trust Protector will not be liable or responsible for the acts or omissions of any successor Trust Protector.

(d) Default of a Designated Trust Protector

During any period in which a trust created under my Will requires a Trust Protector to act and no Trust Protector is serving, a majority of the members of Elder Law of Nashville PLC may appoint a Trust Protector.

If the members of Elder Law of Nashville PLC, fail to make the appointment after 30 days, then any beneficiary or trustee may petition a court of competent jurisdiction to appoint a Trust Protector.

The court acting to appoint a Trust Protector will acquire jurisdiction or authority over the trust only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

A Trust Protector appointed under this paragraph (d) may be removed by the party or parties who made the appointment.

EFILED 03/08/24 08 44 AM CASE NO. 24P533 Joseph P Day, Clerk

(e) Rights of Successor Trust Protectors

Any successor Trust Protector has all of the authority of any predecessor Trust Protector, but will not be responsible for the acts or omissions of the predecessor.

(f) Power to Remove and Appoint Trustees

The Trust Protector may remove any Trustee of a trust created under my Will.

Whenever the office of Trustee of a trust is vacant and no successor Trustee is effectively named, the Trust Protector may appoint an individual or a corporate fiduciary to serve as Trustee. No Trust Protector may be self-appointed as a Trustee and may not simultaneously serve as both Trust Protector and Trustee

Notwithstanding any other provision of my Will to the contrary, removal or appointment of a Trustee will be effective upon giving notice as provided in paragraph (o) below. No advance notice is required.

(g) Good Faith Standard Imposed

The authority of the Trust Protector is conferred in a fiduciary capacity, however the Trust Protector is not liable for any good-faith act, omission, or forbearance The Trust Protector will be reimbursed promptly for any costs incurred in defending or settling any claim brought against the Trust Protector acting in the capacity of Trust Protector, unless it is conclusively established that the act, omission, or forbearance was motivated by an actual intent to harm the beneficiaries of the trust or was an act of self-dealing for personal benefit.

(h) Power to Amend

The Trust Protector may amend any provision of my Will as it applies to any trust for which the Trust Protector is serving to do any of the following.

(i) alter the administrative and investment powers of my Trustee;

(ii) grant a beneficiary of any trust created under my Will the testamentary power to appoint all or part of the beneficiary's trust or trust share to the creditors of the beneficiary's estate;

(iii) correct ambiguities and scrivener errors that might otherwise require court construction or reformation; and

(iv) reflect tax or other legal changes.

Any amendment made by the Trust Protector to correct a scrivener's error in accordance with this Section is effective as of the original date of the trust. Any other amendment made by the Trust Protector as authorized above is effective as of the date of the trust, or the date of the amendment, in the sole and absolute discretion of the Trust Protector. The decision of

EFILED 03/08/24 08:44 AM CASE NO. 24P533 Joseph P. Day, Clerk

the Trust Protector as to the effective date of any such amendment must be set forth in the amendment.

In granting a testamentary power of appointment, the Trust Protector may require, as a condition for the beneficiary's exercise of the power, that the beneficiary first obtain the consent of the Trust Protector. The Trust Protector may revoke the power at any time during the lifetime of the beneficiary to whom it was given. I suggest, but do not require, that the Trust Protector exercise this authority to subject trust property to estate tax instead of the generation-skipping transfer tax when it appears that it may reduce overall taxes.

The Trust Protector may not limit or alter the rights of a beneficiary in any trust assets held by the trust before the amendment, nor may the Trust Protector remove or add any individual or entity as a beneficiary of trust assets.

Any amendment made by the Trust Protector must be in a signed written instrument. The Trust Protector must provide notice of the amendment as provided in paragraph (o) below, along with a copy of the amendment.

(i) Authority to Terminate Trusts

If, at any time, the Trust Protector determines that any trust created under my Will is no longer economical or is otherwise inadvisable to administer as a trust, or if the Trust Protector deems it to be in the best interest of the beneficiaries, the Trust Protector, without further responsibility, may terminate the trust and distribute the trust property, including any undistributed net income, to the beneficiaries of trust principal.

(j) Not a General Power of Appointment

The Trust Protector may not participate in the exercise of a power or discretion conferred under my Will that would cause the Trust Protector to possess a general power of appointment within the meaning of Sections 2041 and 2514 of the Internal Revenue Code. Specifically, the Trust Protector may not use such powers for his or her personal benefit, nor for the discharge of his or her financial obligations.

(k) Release of Powers

The Trust Protector, acting on its own behalf and on behalf of all successor Trust Protectors, may at any time, by a written instrument delivered to my Trustee, irrevocably release, renounce, suspend, or reduce any or all powers and discretions conferred on the Trust Protector by my Will.

(l) No Duty to Monitor

The Trust Protector has no duty to monitor or supervise any Trustee or trust created under my Will. Further, the Trust Protector has no duty to be informed as to the acts or omissions of others or to take any action to prevent or minimize loss. Any exercise or non-exercise of the powers and

EFILED 03/08/24 08:44 AM CASE NO 24P333 Joseph P Day, Clerk

discretions granted to the Trust Protector is in the discretion of the Trust Protector.

(m) Compensation

Any Trust Protector serving under my Will is entitled to receive reasonable compensation for services as determined by my Trustee. The Trust Protector is entitled to reimbursement for all expenses incurred in the performance of its duties as Trust Protector, including travel expenses.

Serving in the capacity of Trust Protector does not prevent the Trust Protector from also providing legal, investment or accounting services on behalf of the trust or the trust beneficiaries. If the Trust Protector is providing professional services, the Trust Protector may charge its typical fees for professional services, and may also be compensated for its services as Trust Protector.

(n) Right to Examine

The books and records of each trust created under my Will, including all documentation, inventories, and accountings, must be open and available for inspection by the Trust Protector at all reasonable times.

(o) Notice

Unless otherwise specified, when notice is required by a provision of this Section, notice must be given in a signed written instrument delivered to the following or the personal representative of the following, to the extent practicable:

(i) the income beneficiaries of the trust; and

(ii) all Trustees then serving.

Article Seven
Trust Administration Provisions

The terms of any trust created under my Will prevail over any provision of Tennessee law except those provisions that are mandatory and may not be waived.

Section 7.01 No Court Proceedings

Any trust created under my Will shall be administered expeditiously, consistent with the provisions of my Will, free of judicial intervention, and without order, approval, or action of any court. A trust shall be subject to the jurisdiction of a court only if my Trustee or another interested party institutes a legal proceeding. A proceeding to seek instructions or a court determination shall be initiated in the court having original jurisdiction over matters relating to the construction and administration of trusts. Seeking instructions or a court determination shall not subject a trust to the continuing jurisdiction of the court.

ELDER LAW OF NASHVILLE, PLLC, 167 WOODMONT BLVD, NASHVILLE, TENNESSEE 37205 (615) 852-8602

EFILED 03/08/24 08 44 AM CASE NO. 24P533 Joseph P Day, Clerk

I request that any questions or disputes that may arise during the administration of a trust be resolved by mediation and if necessary, arbitration in accordance with the Uniform Arbitration Act. Each interested party involved in the dispute (including my Trustee, if involved) shall select an arbiter and, if necessary to establish a majority decision, the arbiters selected shall select an additional arbiter. The decision of a majority of the arbiters selected shall control with respect to the matter.

Section 7.02 Resignation of a Trustee

A Trustee may resign by giving notice to the income beneficiaries of the trust and to any other Trustee then serving.

Upon the resignation of a Trustee, the resigning Trustee may appoint a Trustee to serve in his or her stead by giving proper notice as required under this agreement. If the resigning Trustee fails to make an appointment or if there are no named successor Trustees, the other provisions of this Article regarding Trustee succession and Trustee vacancy will govern.

Section 7.03 Removal of a Trustee

A majority of the income beneficiaries of any trust or trust share created under my Will may remove a Trustee of the trust, with or without cause. The right to remove a Trustee under this subsection shall not be deemed to grant to the person holding that right any of the powers of that Trustee.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

Section 7.04 Default of Designation

If the office of Trustee of a trust created under my Will is vacant and no designated successor Trustee is able and willing to act as Trustee, my Trust Protector shall appoint a successor Trustee. If my Trust Protector is unable or unwilling to act, a majority of the income beneficiaries of the trust shall appoint a corporate fiduciary as successor Trustee.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy remaining unfilled after a period of 30 days. By making such appointment, the court shall not thereby acquire any jurisdiction over the trust, except to the extent necessary for making the appointment.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

Section 7.05 Notice of Removal and Appointment

Notice of removal shall be in writing and shall be delivered to the Trustee being removed and to any other Trustees then serving. The notice of removal shall be effective in accordance with its provisions.

Notice of appointment shall be in writing and shall be delivered to the successor Trustee and any other Trustees then serving. The appointment shall become effective at the time of acceptance by the successor Trustee.

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P. Day, Clerk

Section 7.06 Appointment of a Cotrustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Cotrustee. A Cotrustee so named shall serve only as long as the Trustee who appointed the Cotrustee (or, if the Cotrustee was named by more than one Trustee acting together, by the last to serve of those Trustees) serves, and that Cotrustee shall not become a successor Trustee upon the death, resignation, or incapacity of the Trustee who appointed the Cotrustee, unless so appointed under the terms of my Will. The Trustee appointing a Cotrustee may revoke the appointment at any time with or without cause.

Section 7.07 Corporate Fiduciaries

Any corporate fiduciary serving as a fiduciary under my Will must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code

Section 7.08 Action of Cotrustees

Unless otherwise specified, if two Trustees are eligible to act with respect to a given matter, the concurrence of both is required. If more than two Trustees are eligible to act with respect to a given matter, the concurrence of a majority of the Trustees is required.

If an Interested Trustee joins in an action with respect to a given matter, then the authority of the Trustees for that action is limited to the authority given to an Interested Trustee with respect to the matter.

If my Trustees are unable to concur with respect to a matter as to which they have joint powers, I request that the matter be settled by mediation and if necessary, arbitration in accordance with the Uniform Arbitration Act Each of my Trustees shall select an arbiter and, if necessary to establish a majority decision, the arbiters so selected shall select an additional arbiter. The decision of a majority of the arbiters so selected shall control with respect to the matter

A nonconcurring Trustee may dissent or abstain from any action of the other Trustee or Trustees. The nonconcurring Trustee is absolved from personal liability by registering his or her dissent or abstention in the records of the trust. After doing so, the nonconcurring Trustee will then act with the other Trustees in any way necessary or appropriate to effectuate the action of the other Trustees.

Section 7.09 Trustee Authority to Disclaim or Release Powers

Notwithstanding any provision of my Will to the contrary, any Trustee may disclaim or release, in whole or in part, by an instrument in writing, any power held as Trustee, irrevocably or for any period of time that the Trustee may specify. The Trustee may make the relinquishment of a power personal to the Trustee or may relinquish the power for all subsequent Trustees.

EFILED 03/08/24 08:44 AM CASE NO 24P533 Joseph P Day, Clerk

Section 7.10 Disclaimer by Beneficiary Serving as Trustee

Notwithstanding any provision of my Will to the contrary, any beneficiary serving as a Trustee may disclaim or release, in whole or in part, by an instrument in writing any power such beneficiary holds as Trustee, irrevocably or for such period of time as such Trustee may specify, without affecting the continuance of the power in any other Trustee.

Section 7.11 Exoneration of My Trustee

My Trustee is not obligated to examine the accounts, records, or actions of any previous fiduciary. My Trustee shall in no way or manner be responsible for any act, omission, or forbearance on the part of any previous fiduciary. Absent bad faith on the part of my Trustee, my Trustee is exonerated from any and all liability for the acts, omissions, and forbearances of my Trust Protector.

Unless my Trustee has received notice of removal, my Trustee shall not be liable to any beneficiary for the consequences of any action taken by my Trustee that would have been, but for the prior removal of my Trustee, a proper exercise by my Trustee of the authority granted to my Trustee under my Will

My Trustee may request and obtain from the beneficiaries or from their legal representatives, agreements in writing releasing my Trustee from any liability that may have arisen from my Trustee's acts, omissions, and forbearances, and indemnifying my Trustee from liability for the acts, omissions, and forbearances. An agreement described in this paragraph, if acquired from all the living beneficiaries of my Will or from their legal representatives, shall be conclusive and binding upon all parties, born or unborn, who may have, or may in the future acquire, an interest in my Will.

My Trustee may require a refunding agreement before making any distribution or allocation of the income or principal of a trust created under my Will and may withhold distribution or allocation pending determination or release of a tax lien or other lien. This refunding agreement provision shall not apply to any distribution that qualifies for the federal estate tax charitable deduction.

Section 7.12 Benefits Payable to My Trustee

My Trustee may exercise any right to determine the manner and timing of payment (by lump sum or otherwise) of any benefits or assets payable by reason of my death to my Trustee or to any trust created under my Will. This includes, but is not limited to, such benefits under life insurance policies, employee benefit plans, retirement plans, or other contracts, plans, or arrangements providing for payment or transfer at death to such trust. My Trustee shall not be liable to any beneficiary for the death benefit election selected.

My Trustee shall not be obligated to undertake litigation for collection of any benefits or assets payable to such trust unless it is indemnified to its satisfaction against any liability and expense of such litigation.

Persons or entities dealing in good faith with my Trustee shall not be required to see to the proper application of proceeds delivered to my Trustee, or to inquire into any provision of my Will. Payment to my Trustee and the receipt of or release by my Trustee shall fully discharge the person or entity making such payment.

EFILED 03/08/24 08 44 AM CASE NO. 24P533 Joseph P. Day, Clerk

Notwithstanding anything in my Will to the contrary, no benefits or assets payable by reason of my death to my Trustee or to any trust created under my Will shall be subject to the claims against my estate, nor shall such benefits be subject to the control of my Executor nor be included in the property administered as a part of my probate estate.

Section 7.13 Certificate by Trustee

A written statement of the Trustee of any trust established under my Will at any time as to any facts relative to the trust may always be relied upon and shall always be conclusive evidence in favor of any transfer agent and any other person dealing in good faith with the Trustee in reliance upon such statement.

Section 7.14 Funeral and Other Expenses of Beneficiary

Upon the death of an income beneficiary of a trust created under my Will, my Trustee may pay the funeral expenses, burial or cremation expenses, enforceable debts, and other expenses incurred due to the death of the beneficiary from trust property. This Section shall only apply to the extent the income beneficiary has not exercised any testamentary power of appointment granted to him under my Will.

My Trustee may rely upon any request by the personal representative or members of the family of the deceased beneficiary for payment without verifying the validity or the amounts and without being required to see to the application of the amounts so paid. My Trustee may make decisions under this Section without regard to any limitation on payment of expenses imposed by statute or rule of court and may be made without obtaining the approval of any court having jurisdiction over the administration of the deceased beneficiary's estate.

Section 7.15 Trust Accounting

Recognizing that the state of governing law could impose additional duties, this Section describes my Trustee's duties to account and provide information to beneficiaries.

My Trustee is not required to file accountings in any jurisdiction. Upon the written request of a Qualified Beneficiary of a trust created under my Will, my Trustee must render an accounting to the Qualified Beneficiaries of that trust during the accounting period that includes the date of the written request.

The accounting must include the receipts, expenditures, and distributions from the trust for which the accounting is prepared occurring during the accounting period. If a tax return is prepared for a trust during a period for which a trust accounting is made, the Trustee's accounting must include a copy of that tax return. If there is no tax return prepared for the accounting period, the Trustee's accounting must include a balance sheet itemizing the trust property and my Trustee's reasonable estimation of the value of the assets held in the trust as of the date the accounting is completed.

In the absence of fraud or manifest error, the assent by all Qualified Beneficiaries to a Trustee's accounting will make the matters disclosed in the accounting binding and conclusive upon all persons, including those living on the date of my Will and those to be born in the future who have, or will in the future have, a vested or contingent interest in the

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P. Day, Clerk

trust property. In the case of a Qualified Beneficiary who is a minor or who is incapacitated, that beneficiary's natural guardian or legal representative may give the assent required under this Section.

Section 7.16 Information to Beneficiaries

My beneficiaries' privacy is important to me. This section establishes my Trustee's duties to inform, account, and report to beneficiaries of various trusts created under my Will, and to other individuals during the term of any trust created under my Will. Except to the extent required by law, or to the extent required by Section 7.15, entitled "Trust Accounting," my Trustee is not required to comply with a request to furnish a copy of my Will or the terms of any trust created under my Will to a Qualified Beneficiary at any time, and my Trustee is not required to send annual reports or reports upon termination of the trust to any Permissible Distributee or Qualified Beneficiary who requests the report. If my Trustee decides, in my Trustee's discretion, to provide any information to a Permissible Distributee or Qualified Beneficiary, my Trustee may exclude any information that my Trustee determines is not directly applicable to the beneficiary receiving the information. Any decision by my Trustee to make information available to any beneficiary does not constitute an obligation to provide any information to any beneficiary in the future.

Section 7.17 Authority to Merge or Sever Trusts

My Trustee may merge and consolidate a trust created under my Will with any other trust, if the two trusts contain substantially the same terms for the same beneficiaries and at least one Trustee in common.

My Trustee may administer the merged and consolidated trust as a single trust or unit. If, however, a merger or consolidation does not appear feasible, my Trustee may consolidate the assets of the trusts for purposes of investment and trust administration while retaining separate records and accounts for each respective trust.

My Trustee may sever any trust on a fractional basis into two or more separate and identical trusts or may segregate a specific amount or asset from the trust property by allocation to a separate account or trust. The separate trusts may be funded on a non *pro rata* basis provided that funding is based on the total fair market value of the assets on the date of funding. Income earned on a segregated amount or specific asset after the segregation passes with the amount or asset segregated. My Trustee shall hold and administer each separate trust upon terms and conditions substantially identical to those of the trust from which it was severed.

Subject to the terms of the trust, my Trustee may consider differences in federal tax attributes and other pertinent factors in administering the trust property of any separate account or trust, in making applicable tax elections, and in making distributions. A separate trust created by severance must be treated as a separate trust for all purposes from the date on which the severance is effective; however, the effective date of severance may be retroactive to a date before the date on which my Trustee exercises the power.

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P Day, Clerk

Section 7.18 Authority to Terminate Trusts

If, at any time, my Trustee determines that a trust created under my Will is no longer economical or is otherwise inadvisable to administer as a trust, or if my Trustee deems it to be in the best interest of my beneficiaries, my Trustee, without further responsibility, may terminate the trust and distribute the trust property, including any undistributed net income, in the following order of priority:

(i) to the beneficiaries then entitled to mandatory distributions of net income of the trust and in the same proportions; and

(ii) if none of the beneficiaries are entitled to mandatory distributions of net income, to the beneficiaries then eligible to receive discretionary distributions of net income of the trust, in such amounts and shares as my Trustee may determine.

This power may only be exercised by an Independent Trustee. This power may not be exercised as it relates to any trust to which the provisions of Article Five, entitled "Supplemental Needs Trust," apply.

Section 7.19 Changing the Governing Law and Situs of Administration

My Trustee or Trust Protector may, at any time, change the governing law of any trust created under my Will, remove all or any part of the property or the situs of administration of the trust from one jurisdiction to another, or both. My Trustee or Trust Protector may elect, by filing an instrument with the trust records, that the trust will thereafter be construed, regulated, and governed as to administration by the laws of the new jurisdiction. My Trustee or Trust Protector may take action under this Section for any purpose my Trustee or Trust Protector deems appropriate, including the minimization of any taxes in respect of the trust or any beneficiary of such trust, and may do so with or without providing notice to any beneficiary.

If necessary, or if deemed advisable by my Trustee or Trust Protector, my Trustee or Trust Protector will appoint an Independent Trustee to serve as trustee in the new situs.

If necessary, and if my Trustee or Trust Protector does not appoint an Independent Trustee within 30 days of my Trustee or Trust Protector's action to change the governing law or situs of the trust, the beneficiaries entitled to receive distributions of net income under the trust may, by majority consent, appoint a corporate fiduciary in the new situs. If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

Article Eight
General Administrative Provisions

The provisions of this Article apply to my probate estate and to any trust created under my Will.

EFILED 03/08/24 08 44 AM CASE NO. 24P533 Joseph P. Day, Clerk

Section 8.01 No Bond

No Fiduciary is required to furnish any bond for the faithful performance of the Fiduciary's duties, unless required by a court of competent jurisdiction and only if the court finds that a bond is needed to protect the interests of the beneficiaries. No surety will be required on any bond required by any law or rule of court, unless the court specifies that a surety is necessary.

Section 8.02 Fiduciary Compensation

An individual serving as my Fiduciary shall be entitled to fair and reasonable compensation for the services rendered as a fiduciary. A corporate fiduciary shall be compensated by agreement with an individual Fiduciary or, in the absence of an individual Fiduciary or in the absence of an agreement, in accordance with the corporate fiduciary's published schedule of fees in effect at the time the services are rendered.

My Fiduciary may charge additional fees for services it provides that are not comprised within its duties as my Fiduciary such as fees for legal services, tax return preparation, and corporate finance or investment banking services.

In addition to receiving compensation, my Fiduciary may be reimbursed for reasonable costs and expenses incurred in carrying out its duties under my Will.

Section 8.03 Exercise of Testamentary Power of Appointment

A testamentary power of appointment granted under my Will may be exercised by a valid will that specifically refers to the power of appointment. The holder of a testamentary power of appointment may exercise the power to appoint property among the permissible appointees in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the holder of the power designates. The holder of a testamentary power of appointment may grant further powers of appointment to any person to whom principal may be appointed, including a presently exercisable limited or general power of appointment.

My Trustee may conclusively presume that any power of appointment granted to any beneficiary of a trust created under my Will has not been exercised by the beneficiary if my Trustee has no knowledge of the existence of a valid will exercising the power within 30 days after the beneficiary's death.

Section 8.04 Determination of Principal and Income

The provisions of Tennessee law related to the allocation of principal and income shall govern beneficiaries' rights among themselves in matters concerning principal and income. If Tennessee law contains no provision concerning a particular item, my Fiduciary shall determine in a fair, equitable, and practical manner what shall be credited, charged, and apportioned between principal and income.

Notwithstanding any provision of Tennessee law to the contrary, my Trustee shall treat distributions to any trust established under my Will from any qualified retirement accounts in any given year as income to the extent the distribution represents income generated or treated as generated by any qualified retirement account for that year.

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P. Day, Clerk

In addition, my Trustee shall treat annuity and other periodic payments to any trust established under my Will in any given year as income to the extent the distribution represents income generated and treated as generated by any qualified retirement plan for that year; if income information is not available, then my Trustee shall apportion the annuity and other periodic payments between principal and income in a fair, equitable, and practical manner in accordance with the guidelines set forth in this Section. "Annuity and other periodic payments" refers to distributions made to my Trustee over a fixed number of years or during the life of one or more individuals because of services rendered or property transferred to the payor in exchange for future payments and includes payments made in money or property from the payor's general assets or from a separate fund created by the payor, including a private or commercial annuity, an individual retirement annuity, a pension, profit-sharing plan, stock-bonus plan, stock ownership plan, or similar arrangement.

1. To the extent an annuity or other periodic payment is characterized as interest, dividend, or other item of income, or an annuity or other periodic payment is made in lieu of interest, dividend, or other item of income, my Trustee shall allocate the payment to income. My Trustee shall allocate to principal the balance of the annuity or other periodic payment as well as any other payment received in the same accounting period that is not characterized as interest, dividend, or other item of income.

2. To the extent annuity and other periodic payments are made and no part of the payments are characterized as interest, dividend, or other item of income, my Trustee shall use the present value of the annuity and other periodic payments as finally determined for federal estate tax purposes and the Section 7520 rate of the Internal Revenue Code used to determine the value for federal estate tax purposes to prepare an annuitization table to allocate the payments between income and principal.

3. In the event that the amount of annuity and other periodic payments change because of changes in the investment markets or other changes, my Trustee shall allocate the change in the amount of the payments between income and principal in a fair, equitable, and practical manner.

Section 8.05 Spendthrift Provision

Neither the income nor the principal of any trust created under my Will may be assigned, anticipated, encumbered, alienated, or otherwise voluntarily transferred in any manner by any beneficiary. In addition, neither the income nor the principal of any trust created under my Will is subject to attachment, bankruptcy proceedings or any other legal process, to the interference or control of creditors or others, or otherwise subject to any involuntary transfer.

This section does not restrict a beneficiary's right to disclaim any interest or the exercise of any power of appointment granted in my Will or under the terms of any trust created under my Will.

EFILED 03/08/24 08:44 AM CASE NO 24P533 Joseph P Day, Clerk

Section 8.06 Distributions for Underage and Incapacitated Beneficiaries

If under another provision of my Will, any part of my probate estate or trust property is directed or required to be distributed outright to an individual who has not yet attained the age of 25 years or is incapacitated, then my Fiduciary may distribute or retain that part of my probate estate or trust property as described in this Section, unless the provisions of Article Five, entitled "Supplemental Needs Trust," apply.

When making a distribution, I request, but do not require, that my Fiduciary consider the ability that the individual demonstrated in managing prior distributions. All decisions made by my Fiduciary under this Section are final, controlling, and binding upon all beneficiaries subject to the provisions of this Section.

Property to which this Section applies may be:

(i) distributed directly to the beneficiary;

(ii) distributed to the beneficiary's guardian, conservator, parent, family member, or other person who has assumed responsibility for his or her care;

(iii) distributed to any person or entity, including my Fiduciary, as custodian for the beneficiary under the Uniform Transfers to Minors Act, or similar statute;

(iv) distributed to other persons or entities for the benefit of the beneficiary;

(v) distributed to an agent authorized to act for the beneficiary under a power of attorney for property;

(vi) retained in trust, with my Fiduciary acting as trustee, distributing income and principal for any purpose, in any amount, using any of the methods described above, all in my Fiduciary's discretion, and upon the beneficiary's death distributing the remainder as appointed by the beneficiary, and if not appointed, as though the beneficiary had predeceased me,

(vii) retained in trust pursuant to the provisions of Article Five, entitled "Supplemental Needs Trust," for the benefit of the beneficiary; or

(viii) distributed or retained in any combination of one or more of the above.

Section 8.07 Maximum Term for Trusts

Notwithstanding any other provision of my Will to the contrary, unless terminated earlier under other provisions of my Will, each trust created under my Will terminates 21 years after the last to die of the descendants of my maternal and paternal grandparents, who are alive at the relevant time.

At that time, the remaining trust property will vest in and be distributed to the persons then entitled to receive mandatory distributions of net income of the trust and in the same proportions to which they are entitled to receive the net income. If no beneficiary is entitled to receive mandatory distributions of net income, then the remaining trust property will vest in and be distributed to the beneficiaries then entitled to receive discretionary distributions of net income of the trust, in equal shares.

EFILED 03/08/24 06:44 AM CASE NO 24F333 Joseph P Day, Clerk

Section 8.08 Representative of a Beneficiary

The guardian, natural parent, or agent under a validly executed power of attorney of a beneficiary may act for such beneficiary for all purposes under my Will or may receive information on behalf of such beneficiary.

Section 8.09 Distributions to Beneficiaries

Whenever my Will authorizes or directs my Fiduciary to make a distribution of net income or principal to a beneficiary, my Fiduciary may apply for the benefit of the beneficiary any property that otherwise could be distributed directly to the beneficiary. My Fiduciary shall have no responsibility to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by my Will.

My Fiduciary may make distributions in cash or in kind, or partly in each, in proportions and at values determined by my Fiduciary. My Fiduciary may allocate undivided interests in specific assets to a beneficiary or trust in any proportion or manner that my Fiduciary determines, even though the property allocated to one beneficiary may be different from that allocated to another beneficiary.

My Fiduciary may make these determinations without regard to the income tax attributes of the property and without the consent of any beneficiary.

Section 8.10 Ancillary Administration

In the event ancillary administration shall be required or desired and my domiciliary Executor is unable or unwilling to act as an ancillary fiduciary, my domiciliary Executor shall have the power to designate, compensate and remove, with court approval, the ancillary fiduciary. The ancillary fiduciary may be either a natural person or a corporation. My domiciliary Executor may delegate to such ancillary fiduciary such powers granted to my original Executor as my Executor may deem proper, including the right to serve without bond or surety on bond. The net proceeds of the ancillary estate shall be paid over to the domiciliary Executor.

Section 8.11 Delegation of Authority; Power of Attorney

To the extent permitted by law, any Fiduciary may, by an instrument in writing, delegate to any other Fiduciary the right to exercise any power, including a discretionary power, granted the Fiduciary in my Will. During the time a delegation under this Section is in effect, the Fiduciary to whom the delegation was made may exercise the power to the same extent as if the delegating Fiduciary had personally joined in the exercise of the power. The delegating Fiduciary may revoke the delegation at any time by giving written notice to the Fiduciary to whom the power was delegated.

The Fiduciary may execute and deliver a revocable or irrevocable power of attorney appointing any individual or corporation to transact any and all business on behalf of the trust. The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that the Fiduciary could have exercised.

ELDER LAW OF NASHVILLE PLC, 152 WOODMONT BLVD, NASHVILLE, TENNESSEE 37205 (615) 852-5602

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P Day, Clerk

Section 8.12 Merger of Corporate Fiduciary

If any corporate fiduciary acting as my Fiduciary under my Will is merged with or transfers substantially all of its trust assets to another corporation or if a corporate fiduciary changes its name, the successor shall automatically succeed to the position of my Fiduciary as if originally named my Fiduciary. No document of acceptance of the position of my Fiduciary shall be required.

Article Nine
Powers of My Fiduciaries

Section 9.01 Grant of Powers

My Fiduciaries may perform every act reasonably necessary to administer my estate and any trust established under my Will. Specifically, my Fiduciaries may:

(i) hold, retain, invest, reinvest, and manage real or personal property, including interests in any form of business entity including but not limited to, limited partnerships and limited liability companies, and policies of life, health, and disability insurance, without diversification as to kind, amount, or risk of non-productivity and without limitation by statute or rule of law;

(ii) partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, loan, and contract real or personal property;

(iii) distribute in cash or kind or partly in each at fair market value on the date of distribution, without requiring pro rata distribution of specific assets and without requiring pro rata allocation of the tax bases of such assets;

(iv) hold in nominee form, continue businesses, and carry out agreements;

(v) establish reserves, release powers, and abandon, settle, or contest claims; and

(vi) employ attorneys, accountants, custodians of the trust assets, and other agents or assistants as deemed advisable to act with or without discretionary powers and compensate them and pay their expenses from income or principal or both.

Section 9.02 Fiduciary Powers Act

In addition to the above powers, my Fiduciaries may, without prior authority from any court, exercise all powers conferred by my Will, by common law, or by any fiduciary powers act or other statute of the State of Tennessee or any other jurisdiction whose law applies to my Will. My Executor shall have absolute discretion in exercising these powers. Except as specifically limited by my Will, these powers shall extend to all property held by my Fiduciaries until the actual distribution of the property.

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P Day, Clerk

Section 9.03 Alternative Distribution Methods

Unless specifically prohibited elsewhere in my Will, my Fiduciary may make any payment provided for under my Will, or under the terms of any trust established under my Will, as follows:

(i) directly to the beneficiary;

(ii) in any form allowed by applicable state law for gifts or transfers to minors or persons under a disability;

(iii) to the beneficiary's guardian, conservator, agent under a durable power of attorney or caregiver for the benefit of the beneficiary; or

(iv) by direct payment of the beneficiary's expenses, made in a manner consistent with the proper exercise of my Fiduciary's duties hereunder. A receipt by the recipient for any such distribution shall fully discharge my Fiduciary.

Article Ten
Provisions for Payment of Taxes

Section 10.01 Apportionment

Except as otherwise specified, I direct that all estate, inheritance and succession taxes payable by reason of my death ("death taxes") be apportioned as provided under the law of the State of Tennessee in effect at the date of my death. In so doing, my Executor shall charge the death taxes only against the property generating the tax. The values used in determining the tax are to be used for tax apportionment purposes.

To the extent practicable, my Executor shall deduct the amount of the death taxes from the property distributable under my Will and recover from the beneficiaries of property passing other than by my Will their allocable share of death taxes, unless my Executor in its discretion determines that the cost of recovery is greater than such recovery warrants. If death taxes are not collected from the beneficiary of property passing other than by my Will, my Executor shall apportion the amount not recovered equitably among the other beneficiaries who are subject to apportionment.

Section 10.02 No Apportionment Between Current and Future Interests

No interest in income and no estate for years or for life or other temporary interest in any property or trust are subject to apportionment as between the temporary interest and the remainder. The tax on the temporary interest and the tax, if any, on the remainder are chargeable against the corpus of the property or trust subject to the temporary interest and remainder.

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P Day, Clerk

Section 10.03 Tax Elections

In exercising any permitted elections regarding taxes, my fiduciaries may make such decisions as they deem to be appropriate in all the circumstances and my fiduciaries shall be under no duty to make any compensatory adjustment as a consequence of any such election. My Executor may also pay such taxes or interest and deal with any tax refunds interest, or credits as it shall deem necessary or advisable in the interest of my estate.

Article Eleven
Definitions and General Provisions

Section 11.01 Payment for Funeral and Burial or Cremation

My Executor is authorized but not required to pay expenses for my funeral and burial or cremation, including expenses of memorials and memorial services. No third party may enforce any claim or right to payment against my estate by virtue of this discretionary authority.

Section 11.02 Definitions

For purposes of my Will and for the purposes of any trust established under my Will, the following definitions shall apply:

(a) Adopted and Afterborn Persons

A legally adopted person in any generation and his or her descendants, including adopted descendants shall have the same rights and shall be treated in the same manner under my Will as would children born of the adopting parent, provided such person is legally adopted prior to attaining the age of 18 years. A person shall be deemed to be legally adopted if the adoption was legal in the jurisdiction in which it occurred at the time that it occurred.

A fetus in utero that is later born alive shall be considered a person in being during the period of gestation.

(b) Descendants

The term "descendants" means the lineal descendants of all generations of the identified person, and includes children whose relationships with their parents arose from any of the following:

(i) natural birth;

(ii) legal adoption;

(iii) court declaration of parentage; and

(iv) recognition of parent-child relationship by state law for children born during a domestic partnership, civil union, or marriage

EFILED 03/08/24 08:44 AM CASE NO 24P533 Joseph P. Day, Clerk

(c) Education

The term "education" is intended to be an ascertainable standard in accordance with Section 2041 and Section 2514 of the Internal Revenue Code and shall include, but not be limited to,

> Enrollment at private elementary, junior, and senior high school including boarding school;
>
> Undergraduate and graduate study in any field at a college or university;
>
> Specialized, vocational, or professional training or instruction at any institution, including private instruction,
>
> Computer-based training (also referred to as e-learning, Internet-based training, or web-based training), including all forms of electronically supported learning and teaching, including educational technology, whether out-of-classroom or in-classroom education, and supplied via technology applications and processes such as web-based learning, computer-based learning, virtual educational opportunities, and digital collaboration; and
>
> Any other curriculum or activity that my Trustee may deem useful for developing the abilities and interests of a beneficiary including, without limitation, athletic training, musical instruction, theatrical training, the arts, and travel.

The term "education" shall also include distributions made by my Trustee for expenses such as tuition, room and board, fees, books and supplies, tutoring and transportation, and a reasonable allowance for living expenses.

(d) Fiduciary

My "Fiduciary" or "Fiduciaries" refers to my Executor and my Trustee, or if they are different people, either of them. My "Executor" includes any executor, temporary executor, preliminary executor, ancillary executor, administrator, or ancillary administrator, whether local or foreign and whether of all or part of my estate, multiple Executors, and their successors.

(e) Incapacity

Except as otherwise provided in my Will, a person is deemed incapacitated in any one of the following circumstances.

(1) The Opinion of a Licensed Physician

> An individual is deemed incapacitated whenever, in the opinion of a licensed physician, the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause.

EFILED 03/08/24 08:44 AM CASE NO 24P533 Joseph P Day, Clerk

An individual is deemed restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual is deemed incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent, or legally incapacitated.

(3) Disappearance, Absence, or Detention

An individual is deemed incapacitated whenever, in my Trustee's discretion, he or she cannot effectively manage his or her property or financial affairs due to disappearance, absence, or detention (including incarceration).

A person's disappearance, absence, or detention (including incarceration), may be established by an affidavit of my Trustee describing the relevant circumstances. A third party dealing in good faith with my Trustee may rely on the affidavit as conclusive evidence of incapacity.

(f) Income Beneficiary

The term "income beneficiary" means any beneficiary of a trust who is then entitled to receive distributions of the net income of the trust, whether mandatory or discretionary.

Unless otherwise provided in my Will, the phrase "majority of the income beneficiaries" means any combination of income beneficiaries who, if all accrued net income were distributed on the day of a vote by the beneficiaries, would receive more than 50% of the accrued net income. For purposes of this calculation, beneficiaries who are eligible to receive discretionary distributions of net income shall be deemed to receive the income in equal shares.

References to a "majority" refer to a majority of the entire trust collectively until my Trustee allocates property to separate trusts or trust shares. After the allocation of property to separate trusts or trust shares, references to a "majority" refer to a majority of each separate trust or trust share.

(g) Independent Trustee or Executor

The term "Independent Trustee" or "Independent Executor" means a Trustee or Executor who is not an Interested Trustee or Executor as defined in subsection (h). Whenever a power is granted exclusively to an Independent Trustee or Executor, or the phrase "other than an Interested Trustee [or Executor]" is used (or similar prohibitive language), then the power or discretion may be exercised only by an Independent Trustee.

EFILED 03/08/24 08 44 AM CASE NO 24P533 Joseph P Day, Clerk

(h) Interested Trustee or Executor

The term "Interested Trustee" or "Interested Executor" means a Trustee or Executor who (1) is a transferor or beneficiary; (2) is related or subordinate to a transferor or beneficiary; (3) can be removed and replaced by a transferor with either the transferor or a party who is related or subordinate to the transferor; or (4) can be removed and replaced by a beneficiary with either the beneficiary or a party who is related or subordinate to the beneficiary.

For purposes of this subsection, (1) "transferor" means a person who transferred property to the trust or estate, including a person whose disclaimer resulted in property passing to the trust or estate; (2) "beneficiary" means a person who is or in the future may be eligible to receive income or principal from the trust or estate pursuant to the terms of the trust or my Will, even if such person has only a remote contingent remainder interest in the trust or estate, but not if the person's only interest is as a potential appointee under a power of appointment; and (3) "related or subordinate" means related or subordinate within the meaning of Section 672(c) of the Internal Revenue Code.

(i) Internal Revenue Code

References to the "Internal Revenue Code" or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and the corresponding Treasury Regulations, if any. References to the "Treasury Regulations," are to the Treasury Regulations under the Internal Revenue Code in effect from time to time. If a particular provision of the Internal Revenue Code is renumbered, or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference shall be deemed to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in my Will. The same rule shall apply to references to the Treasury Regulations.

(j) Legal Representative

As used in my Will, the term "legal representative" means a person's guardian, conservator, personal representative, executor, administrator, Trustee, or any other person or entity personally representing a person or the person's estate

(k) Per Stirpes

Whenever a distribution is to be made to a person's descendants "per stirpes," the distribution will be divided into as many equal shares as there are then-living children of the person and deceased children of the person who left then-living descendants. Each then-living child will receive one share and the share of each deceased child will be divided among such child's descendants in the same manner

EFILED 03/08/24 08:44 AM CASE NO 24P533 Joseph P Day, Clerk

(l) Permissible Distributee

"Permissible Distributee" means a beneficiary who is currently eligible to receive distributions of trust income or principal, whether the distribution is mandatory or discretionary.

(m) Primary Beneficiary

The primary beneficiary of a trust created under my Will is the oldest income beneficiary of that trust unless some other individual is specifically designated as the primary beneficiary of that separate trust.

(n) Qualified Beneficiary

The term "Qualified Beneficiary" means a beneficiary who, on the date the beneficiary's qualification is determined:

(i) is a distributee or Permissible Distributee of trust income or principal;

(ii) would be a distributee or Permissible Distributee of trust income or principal if the interests of the distributees described in subparagraph (i) terminated on that date, or

(iii) would be a distributee or Permissible Distributee of trust income or principal if the trust terminated on that date.

(o) Shall, Must, and May

Unless otherwise specifically provided in my Will or by the context in which used, the words "shall" and "must" are used interchangeably to command, direct, or require, and the word "may" to allow or permit, but not require. In the context of my Fiduciary, the word "may" is used to authorize my Fiduciary to act in my Fiduciary's discretion, unless otherwise stated. In addition, unless otherwise specifically provided in my Will or by the context in which used, the phrases "shall not," "must not," and "may not" are used interchangeably to prohibit or forbid.

(p) Supplemental Needs Person

The term "Supplemental Needs Person" means a person who:

(i) is disabled; or

(ii) is receiving, or is eligible to receive, assistance or other benefits under a means-based government program (such as Medicaid or Supplemental Security Income).

As used above, the term "disabled" means disabled as defined in United States Code Title 42, Section 1382c(a)(3), or any other federal law related to means-based government programs for the disabled, or under Tennessee law related to means-based government programs, or under the law related to means-based government programs in the state where the person resides if the person is not a resident of Tennessee.

EFILED 03/08/24 08:44 AM CASE NO 24P533 Joseph P Day, Clerk

As used above, the term "assistance" means assistance or medical assistance as defined in United States Code Title 42, Section 1396d(a), or any other federal law related to means-based government programs for the disabled, or under Tennessee law related to means-based government programs, or under the law related to means-based government programs in the state where the person resides if the person is not a resident of Tennessee.

As used above, a person is "eligible to receive" assistance or other benefits under a means-based government program if the person has been deemed eligible by the agency overseeing the program, or if the Trustee, in the Trustee's discretion, determines that the person would be eligible to receive such assistance or other benefits if an application were made.

(q) Trust

The terms "trust" and "my trust" refer to any trusts created under the terms of my Will.

(r) Trustee

The terms "Trustee" and "my Trustee" refer to any person or entity that is from time to time acting as the Trustee of any trust created under my Will and includes each Trustee individually, Cotrustees, and their successors.

(s) Trust Property

The phrase "trust property" shall be construed to mean all property held by my Trustee under my Will, including all property that my Trustee may acquire from any source.

(t) Other Definitions

Except as otherwise provided in my Will, terms shall be as defined under Tennessee law

Section 11.03 Contest Provision

If, after receiving a copy of this Section, any person shall, in any manner, directly or indirectly, attempt to contest or oppose the validity of my Will, (including any codicil to my Will), or commences, continues, or prosecutes any legal proceedings to set my Will aside, then such person shall forfeit his or her share, cease to have any right or interest in my estate, and shall, for purposes of my Will be deemed to have predeceased me.

This Section shall not apply so as to cause a forfeiture of any distribution otherwise qualifying for the federal estate tax charitable deduction.

Section 11.04 Survivorship Presumption

If a beneficiary dies within 60 days after my death, then the beneficiary will be deemed to have predeceased me for purposes of my Will.

EFILED 03/08/24 08:44 AM CASE NO. 24P533 Joseph P Day, Clerk

Section 11.05 General Provisions

The following general provisions and rules of construction shall apply to my Will:

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word "or" when used in a list of more than two items may function as both a conjunction and a disjunction as the context requires or permits.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and subsections used within my Will are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of my Will.

(c) Governing State Law

My Will shall be governed, construed, and administered according to the laws of Tennessee as from time to time amended. Questions of administration of any trust established under my Will shall be determined by the laws of the situs of administration of such trust.

(d) Notices

Unless otherwise stated, whenever my Will calls for notice, the notice shall be in writing and shall be personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice. Notice shall be effective on the date personally delivered or on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice shall be effective on the date it would normally have been received via certified mail. If notice is required to be given to a minor or incapacitated individual, notice shall be given to the parent or legal representative of the minor or incapacitated individual.

(e) Severability

The invalidity or unenforceability of any provision of my Will shall not affect the validity or enforceability of any other provision of my Will. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of my Will shall be interpreted and construed as if any invalid provision had never been included in my Will.

[Remainder of page intentionally left blank]

EFILED 03/08/24 06:44 AM CASE NO 24P333 Joseph P. Day, Clerk

Testator and Witnesses

I, Lois J Bernard, the Testator, sign my name to this instrument and initial each of its ____ pages on March 11, 2023, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and testament, that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Lois J Bernard

Lois J Bernard, Testator

We, Paul Franklin and Deborah Carpenter, the witnesses, sign our names to this instrument, and declare that Lois J Bernard (the Testator) signed and executed this instrument as her last will and testament and that she signed it willingly (or willingly directed another to sign for her) and that each of us, at the request of the Testator, and in the presence and hearing of the Testator, and in the presence and hearing of each other, hereby sign this will as witnesses to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Paul Franklin

(Witness signature)

Paul Franklin

Deborah Carpenter

(Witness signature)

Deborah Carpenter

EFILED 03/08/24 06:44 AM CASE NO 24F333 Joseph P Day, Clerk

Self-Proving Affidavit of Witnesses

We, Paul Franklin and Deborah Carpenter, the witnesses being first duly sworn, do hereby declare to the undersigned authority that Lois J Bernard (the Testator) signed and executed this instrument as her last will and testament and that she signed it willingly (or willingly directed another to sign for her) and that each of us, at the request of the Testator, and in the presence and hearing of the Testator, and in the presence and hearing of each other, signed this will as witnesses to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Paul Franklin, Witness **Deborah Carpenter, Witness**

State of Tennessee)
County of Davidson)

Subscribed and sworn to (or affirmed) before me on this 11th day of March, 2023, by Lois J Bernard, Paul Franklin, and Deborah Carpenter, proved to me on the basis of satisfactory evidence to be the persons who appeared before me.

[Seal]

SHANNON LASHLEE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Shannon Lashlee,
My commission expires 10/2/23