Karen Johnson Davidson County
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Fees: $112.00 Taxes: $0.00
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This Instrument prepared by:
Elizabeth Ryder Sykes, Esq.
Belcher Sykes Harrington, PLLC
320 Seven Springs Way, Suite 110
Brentwood, Tennessee 37027

AFFIDAVIT OF INHERITANCE
REGARDING MAP AND PARCEL 041 16 0 047.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The undersigned, being first duly sworn hereby deposes and says:

1. I am over the age of 18.

2. I am known as Elizabeth Ryder Sykes, Esq., Attorney for the Estate of William Eugene Bearden.

3. William Eugene Bearden died a resident of Davidson County, Tennessee, on September 24, 2024.

4. At the time of the death of William Eugene Bearden, he owned the following described real estate located in Davidson County, Tennessee (Map and Parcel: 041 16 0 047.00) (the "Property"):

   Being Lot No. 155 on the Plan of Bellshire Estates, Section V, of record in Plat Book 2133 at page 114, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

   Being the same property conveyed to William E. Bearden and wife, Mildred L. Bearden, by Warranty Deed from Floris E. Kelly, a widow, as of record in Book 8191, Page 141, Register's Office for Davidson County, Tennessee.

   This is improved property known as 1135 Bellshire Drive, Nashville, Tennessee, 37207.

5. William Eugene Bearden became the sole owner of this property upon the death of his wife, Mildred L. Bearden.

6. William Eugene Bearden died testate on September 24, 2024. His testate probate estate is being administered in the Probate Court for Davidson County, Tennessee, Docket No. 24P2412.

7. The Last Will and Testament of William Eugene Bearden, attached hereto, provides that his daughter, Barbara Bearden, should she survive him, shall become the sole owner of the real property located at 1135 Bellshire Drive, Nashville, Tennessee, 37207.

8. William E. Bearden and William Eugene Bearden are one and the same person.

9. The address of the new owner for tax purposes is:
Barbara Bearden, 1135 Bellshire Drive, Nashville, TN 37207.

Elizabeth Ryder Sykes

Elizabeth Ryder Sykes, Esq.
Attorney for the
Estate of William Eugene Bearden

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **ELIZABETH RYDER SYKES, ESQ.**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 7th day of April, 2025.

Lynne E. Neeley

Notary Public

LYNNE E. NEELEY
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 9-7-2026

My commission expires: 9/7/2026

Last Will and Testament

OF

WILLIAM EUGENE BEARDEN

I, **William Eugene Bearden**, a resident of and domiciled in Nashville, Davidson County, Tennessee, do make, publish and declare the following to be my Last Will and Testament, hereby revoking all prior wills and codicils made by me.

ARTICLE I

DEFINITIONS

1.1 **Spouse.** References in this will to "my spouse" mean **Mildred Laverne Bearden.**

1.2 **Children.** References in this will to "my children" mean **James William Bearden, Thomas Edward Bearden and Barbara Ann Bearden.**

1.3 **Adopted Children.** Every legally adopted child of any person designated or described in this instrument and every descendant, by blood or adoption, of such adopted child has the same status under this instrument as if the adopted child were the blood child of its adoptive parents with respect to rights to receive property and benefits while living, and with respect to the passing of interests on the death of such adopted child or descendant; and the words "children" and "descendants" and words and phrases of similar import are to be so construed.

1.4 **Fiduciary.** The term "fiduciary" means the executor, trustee, or guardian serving at any time under this will and includes successors.

1.5 **Per Stirpes.** References in this will to "per stirpes" means the method of dividing an estate whereby an individual, or class of individuals, take the share of a deceased individual. This designation insures that the individual, or class of individuals, inherit only the share of the deceased person and do not inherit

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equally with other surviving beneficiaries. Division of my estate per stirpes shall be calculated from the first generation below the initial beneficiary whether or not there is anyone in that generation living at the time of the calculation.

1.6 **Singular and Gender Usage.** Any use of a specific gender includes the other, and any use of the singular includes the plural when such meaning is appropriate.

1.7 **Education.** Reference in this will to "education" includes the cost of all tuition, room, board, fees, books, supplies, tutors, and any other expenses and allowances that may seem proper to my fiduciary.

ARTICLE II

FIDUCIARIES

2.1 **Executor.** I appoint **my spouse**, currently of Nashville, Davidson County, Tennessee, to serve as Executor of my will. If he predeceases me, fails to qualify, or ceases to serve, I appoint **James W. Bearden**, currently of Mt. Juliet, Wilson County, Tennessee, to serve as Executor of my will.

2.2 **Trustees.** I appoint **James W. Bearden and Barbara A. Bearden**, currently of Nashville, Davidson County, Tennessee, to serve as Co-Trustees under Article VIII of my will. If one of them predeceases me, fails to qualify, or ceases to serve, I appoint **Sheila Bearden**, currently of Mt. Juliet, Wilson County, Tennessee, to serve as Co-Trustee. I appoint the Executor of my Estate to serve as Trustee under Article IX of my will.

2.3 **Conservator.** I appoint **James W. Bearden and Barbara Bearden** to serve as Co-Conservators for my son, **Thomas Edward Bearden**. If one of these persons predeceases me, fails to qualify, or ceases to serve, I appoint **Sheila Bearden**, as Co-Conservator.

ARTICLE III

PROVISIONS RELATIVE TO FIDUCIARIES

3.1 **Bond.** No bond is required of any fiduciary appointed under this will or by a court.

3.2 **Powers.** Any fiduciary appointed under this will has each power, duty, and discretion which is set forth in this will,

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as well as each duty, power or discretion contained in Tennessee Code Annotated, Section 35-50-110 as it exists at the time of the execution of this will, which section is incorporated herein by reference. In the event Tennessee Code Annotated, Section 35-50-110 shall be amended after the execution of this will, it is my desire that any such amendment shall be incorporated herein by reference to the extent that the powers of the fiduciary are expanded thereby, but not to the extent that such powers are lessened thereby.

3.3 **Resignation.** Each fiduciary serving under this will may resign at any time by giving written notice of the resignation to any remaining fiduciary, and to any successor fiduciary or to the person having the power to appoint a successor fiduciary or to the court having jurisdiction to appoint a successor fiduciary.

3.4 **Appointment of Successor Fiduciary.** If there is no fiduciary serving, the beneficiaries of the estate may appoint a fiduciary to serve.

3.5 **Appointment of Additional Fiduciary.** If at any time my fiduciaries desire to have additional fiduciaries (acting unanimously if more than one), such fiduciaries shall have the power to appoint such other person or bank as such fiduciaries may desire to serve with them as co-fiduciary, including any fiduciaries that may be necessary for ancillary administration of my estate.

3.6 **Action by Beneficiaries.** Any action to be taken by the beneficiaries under this Article is valid if taken by the beneficiaries of the estate or of the trust estate, as the case may be, who at any time represent a majority in interest in the estate or in the trust estate. Any beneficiary who is a minor or who is under other legal disability shall be represented by such beneficiary's parent or duly appointed guardian.

3.7 **Indemnity of Fiduciary.** It is my desire that the fiduciary exercise discretion without fear of incurring a liability or expense. Therefore, unless the fiduciary acts capriciously or arbitrarily, my estate or the Trust shall indemnify the fiduciary

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for each monetary expense (including attorney's fees) incurred, expended or arising from the exercise of such discretion.

3.8 **Fiduciary Compensation.** Compensation of any corporate fiduciary shall be in accordance with such fiduciary's published schedule of fees as in effect at the time the services are rendered. Any non-corporate fiduciary may receive reasonable compensation, subject to court approval, for services rendered.

3.9 **Corporate Fiduciary.** If any corporate fiduciary designated to act, or at any time acting hereunder, is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become fiduciary in place of its corporate predecessor.

3.10 **Settlement of Accounts on Vacating Office.** If a fiduciary ceases to serve, except where an individual fiduciary dies, the fiduciary shall file with each other fiduciary, including successors, a settlement of the accounts and an inventory of the estate or trust estate. The expense of the settlement and inventory shall be paid by the estate or trust estate respectively. The fiduciary ceasing to serve shall deliver the estate or trust estate assets to the successor or remaining fiduciary.

3.11 **Nonresident Fiduciary.** Should the state of my domicile at the time of my death require at least one (1) fiduciary be a resident of the state of my domicile, the named fiduciary may appoint a fiduciary to meet this requirement.

ARTICLE IV

PAYMENT OF DEBTS, EXPENSES, AND TAXES

4.1 **Debts.** My fiduciary shall pay all my lawful debts, except as provided in Paragraph 4.2. If permitted by law, my fiduciary may pay a debt without requiring the creditor to file a claim. I suggest that my fiduciary consult with the attorney for my estate before paying any debt.

4.2 **Encumbered Property.** If any interest in property passing under this will or otherwise by reason of my death shall be encumbered by a mortgage or lien or shall be pledged to secure any

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obligation (whether such interest in property is owned by me individually or jointly), the devisee, legatee, joint owner, or beneficiary shall take such interest in property subject to all encumbrances existing at the time of my death and shall not be entitled to payment of such obligation from my estate. Provided, however, if the creditor files a claim against my estate so that my fiduciary must pay the debt, my fiduciary shall collect the amount my estate paid to the creditor from the recipient of the property.

4.3 **Funeral and Administration Expenses.** My fiduciary shall pay my funeral expenses and the expenses of administering my estate as soon as possible after my death, including any expenses of ancillary administration in another state.

4.4 **Taxes.** All estate and inheritance taxes including interest and penalties, if any, together with all administration expenses, payable in any jurisdiction by reason of my death, (including those taxes and expenses payable with respect to assets which do not pass under this will,) shall be paid out of and charged generally against the principal of my residuary estate, without apportionment. I waive any right of reimbursement for, recovery of, or contribution toward the payment of those taxes and administration expenses, except my Executor shall, to the maximum extent be permitted by law, seek reimbursement for, recovery of, or contribution toward the payment of any increase in federal or state estate tax attributable to property in which I have a qualifying income interest for life or over which I have a power of appointment, or which is included in my gross estate by reason of Section 2036 of the Internal Revenue Code of 1986, as from time to time amended and which is not otherwise paid or payable. Any generation-skipping tax resulting from a transfer occurring under this will shall be charged to the property constituting the transfer in the manner provided by applicable law.

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ARTICLE V

SPECIFIC BEQUESTS

AND

DISTRIBUTION OF TANGIBLE PERSONAL PROPERTY

5.1 **Specific Bequests.** If James W. Bearden or Barbara A. Bearden owe any monies to me, such debts are forgiven. The loans of these funds shall not be considered advancements.

5.2 **Tangible Personal Property.** I give all my tangible personal property that I own at my death, including any household furniture and furnishings, books, and pictures, jewelry, art objects, hobby equipment and collections, wearing apparel, and other articles of household or personal use or ornament as follows:

(a) to my spouse, if my spouse is living on the thirtieth (30th) day after the date of my death, or,

(b) if my spouse is not then living, and Barbara Bearden and James W. Bearden are living on the thirtieth (30th) day after the day of my death to Barbara Bearden and James W. Bearden or the one who has survived thirty (30) days.

5.3 **Expenses.** All the cost of safeguarding, insuring, taking, and storing my tangible personal property before its distribution and of delivering each item to the place of residence of the beneficiary of that item shall be deemed to be expenses of administration of my estate.

5.4 **Disputes.** If there is any disagreement regarding the division of this property, the Executor shall have the absolute discretion to make the final decision.

ARTICLE VI

SPECIFIC DEVISE

If my spouse predeceases me and my daughter Barbara Bearden survives me, I give and devise to her all interest in real property located at 1135 Belshire Drive, Nashville, Davidson County, Tennessee. This property is further described as follows:

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Being Lot No. 155 on the Plan of Bellshire Estates, Section V, of record in Plat Book 2133 at page 114, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to William E. Bearden and wife, Mildred L. Bearden, recorded in Book 8191 at page 141, Register's Office for Davidson County, Tennessee.

If Barbara Bearden predeceases me, this property shall become part of my residuary estate.

ARTICLE VII

DISTRIBUTION OF RESIDUARY ESTATE

All the rest, residue and remainder of my property real and personal, and wheresoever situated, including all lapsed bequest and devises, but not including any property over which I have power of appointment, I give, bequeath and devise to my spouse. If my spouse predeceases me, I give bequeath and devise my residuary estate as follows:

(a) One-third (1/3) to my Trustee for the benefit of my son, **Thomas Edward Bearden**, subject to the provisions of Article VIII of this Will;

(b) One-third (1/3) to **Barbara Bearden**, or her issue per stirpes, subject to the provisions of Article IX of my will; and,

(c) One-third (1/3) to **James W. Bearden**, or his issue per stirpes, subject to the provisions of Article IX of my will.

If Thomas Edward Bearden predeceases me, his share shall be distributed in substantially equal shares to James W. Bearden and Barbara Bearden, or their issue per stirpes, subject to the provisions of Article IX of my Will. If all my named beneficiaries predecease me, I give and bequeath my residuary estate as follows:

(a) Ten (10%) percent to the Church of which I am an official member; and,

(b) Ninety (90%) percent to the BHEP program (Baptist Homes for Exceptional Persons) of the Tennessee Baptist Foundation in Brentwood, Williamson County, Tennessee.

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ARTICLE VIII

SPECIAL NEEDS TRUST FOR THOMAS EDWARD BEARDEN

8.1 **Establishment of Trust.** If my spouse predeceased me and **Thomas Edward Bearden**, herein after referred to in Article VIII as "Beneficiary", survives me then I direct my Trustee to deliver his share of my residuary estate to my Trustee to be held as the "**Thomas Edward Bearden Special Needs Trust**" for the use and benefit of **Thomas Edward Bearden** as set out in paragraph 8.2 through 8.10.

8.2 **Purpose and Payments from Trust.**

(a) The purpose of this Trust is to conserve the assets and to provide a supplement to any income or benefits my Beneficiary might be receiving, may have received in the past or be eligible to receive from any source, including the government, as a result of any handicap and to provide for the burial expenses if they are not otherwise provided for. Therefore, my Trustee should not make payments to or on behalf of my Beneficiary that would threaten such income or support. Otherwise, the Trustee shall make whatever payment, in the Trustee's sole and unlimited discretion, the Trustee deems to be appropriate. My Beneficiary shall have no right to compel any such distribution. The Trustee shall make arrangements for the appropriate placement of my Beneficiary. If my Beneficiary is placed in a residential facility, the Trustee shall make payments as the Trustees deems necessary to be used for such comforts, luxuries and such other provisions as may not be provided. This Trust shall be exempt from court jurisdiction. If appropriate, I further request that my Trustee take the necessary steps to name or substitute **James W. Bearden and Sheila Bearden** as Co-Conservators for my Beneficiary.

(b) It is my further intent that no part of the principal of the trust created herein shall be used to supplant or replace any public assistance benefits of any county, state, federal or governmental agency that serves persons with disabilities that are the same or similar to the impairments of my son. For purposes of determining my son's

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eligibility for such benefits, no part of the principal or income of the trust estate shall be considered available to him. In the event the Trustee is requested by any department of agency to release principal or income of the trust to or on his behalf to pay for equipment, medication or services that other organizations or agencies are authorized to provide, or in the event that the Trustee is requested by any department or agency administering such benefits to petition the Court or any other administrative agency for the release of trust principal or income for this purpose, the Trustee shall deny such request and is directed to defend, at the expense of the trust estate, any contest of this provision or other attack of any nature.

8.3 **Encroachment on Trust.** If at any time the Trustee, in the Trustee's unlimited discretion, determines that it is desirable to encroach upon the corpus of the Trust to fulfill the purpose of this Trust, The Trustee is hereby authorized to use on behalf of my Beneficiary so much of the principle of the Trust as my Trustee in the Trustee's unlimited discretion may determine is necessary to carry out the provisions of this Trust.

8.4 **Consolidation of Trusts.** My Trustee shall have the authority to consolidate the Trust established under this will with an identical Trust that may be established for the same beneficiary under any other will or document.

8.5 **Optional Termination of Trust.** The Trustee in the Trustee's unlimited discretion shall have the authority to terminate the Trust created hereunder when in the Trustee's opinion the principal amount thereof does not warrant the cost of continuing such Trust, or its administration would otherwise be impractical. Upon such termination, Trustee shall pay over the then remaining balance in such Trust to or for the benefit of my Beneficiary. However, the Trustee should not pay directly to my Beneficiary an amount that would interfere with the receipt of government benefits.

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8.6 **Primary Benefit.** It is my desire that this trust be considered for the primary benefit of my son, and only incidentally for the benefit of the remaindermen. Consequently, it is my desire that the Trustee expend amounts from this trust for the benefit and to last the lifetime of my son as shall best provide for his comfort and happiness without regard to the effect that such distributions might have upon the interests of the remaindermen.

8.7 **Duration of the Trust.** The Trust continues until the death of my Beneficiary unless the Trustees act pursuant to Article 8.5.

8.8 **Disposition of Assets Upon Termination.** At the death of Beneficiary, the Trustees shall pay for my Beneficiary's burial expenses. The Trust assets shall then pass free of trust as set out in Article VII of my Will as in the same manner as if my Beneficiary has predeceased me.

8.9 **Spendthrift Provision.** In all circumstances, despite any provision of law to the contrary, no power of appointment or power of withdrawal shall be subject to involuntary exercise, and no interest of any beneficiary shall be subject to anticipation, to claims for alimony or support, to voluntary transfer in any event and the same shall not be subject to be taken by beneficiary's creditors by any process what ever.

8.10 **Perpetuity.** Notwithstanding anything herein to the contrary, any Trust created hereunder shall be terminated not later than such any time after which its continued existence would violate the rule against perpetuities, the rule against suspension of the power of alienation or any other rule of law. The Trustee shall distribute the pro-rated principal and all accrued or undistributed net income of the Trust to the appropriate beneficiary.

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ARTICLE IX

TRUST FOR GRANDCHILD

9.1 **Payments from Trust to Issue of Children.**

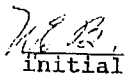
(a) If a Beneficiary predeceases me leaving issue under the age of Twenty-one (21), the Trustee shall hold the Trust assets of such deceased Beneficiary for the benefit of the issue of such deceased Beneficiary.

(b) During the existence of the Trust, the Trustee, in the Trustee's unlimited discretion may make payments in whatever installments, the Trustee deems necessary to, or for the benefit of, any beneficiary for the support, maintenance and education of such beneficiary.

(c) Such Trust shall continue until the Trustee determines that such Trust shall end, but no later than twenty (20) years after the date set for apportionment into shares. Upon termination of such Trust, the Trustee shall distribute the share of the Trust of the deceased child equally among the surviving beneficiaries of such child.

(d) However, notwithstanding anything herein to the contrary, the Trust created hereunder shall be terminated not later than any such time after which the continued existence would violate the rule against perpetuities, the rule against suspension of the power of alienation or any other rule of law. At such time, and unless previously terminated, the Trustee shall distribute the entire principal and accumulated income to the respective income beneficiaries thereof.

9.2 **Spendthrift Provision.** In all circumstances, despite any provision of law to the contrary, no power of appointment or power of withdrawal shall be subject to involuntary exercise, and no interest of any beneficiary shall be subject to anticipation, to claims for alimony or support, to voluntary transfer without the written consent of the Trustee, or to involuntary transfer in any event and the same shall not be subject to be taken by beneficiary's creditors by any process what ever.


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9.3 **Annual Reports.** The Trustee shall annually furnish to all Trust beneficiaries, or their guardians, a copy of the federal fiduciary income tax return and a list of all investments held by the Trustee with the amount of income received from such investments.

ARTICLE X

TRUSTEES

10.1 **Powers.** The Trustees shall have the following powers with respect to any Trust created under this document in addition to those powers granted in Tennessee Code Annotated, Section 35-50-110 and incorporated by reference in Paragraph 3.2 of Article III of this will and may be exercised even after termination of all Trusts hereunder until actual distribution of all Trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities:

(a) To make allocations, divisions, and distributions of Trust property in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purpose; and to determine the value of any property so allocated, divided, or distributed;

(b) To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the trustee, in the name of a nominee, or in unregistered form;

(c) To receive any property, real or personal, to be added to the Trust, if the Trustees consents in writing, by lifetime or testamentary transfer or otherwise;

(d) To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the Trust property and containing provisions excluding personal liability; and

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(e) To perform all other acts necessary for the proper management, investment, and distribution of the Trust property.

10.2 **Exculpation.** The Trustee's exercise or non-exercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustees hereunder shall be required or privileged to see to its application. The certificate of the Trustees that the Trustees is acting in compliance with this instrument shall fully protect all persons dealing with a Trustees.

10.3 **Bond/Accounting.** To the extent that such requirements can legally be waived, no Trustees hereunder shall ever be required to give bond or security as Trustees, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court with respect to the exercise of any power or discretion granted in this instrument.

ARTICLE XI

PRESUMPTION OF SURVIVORSHIP

11.1 Except as provided in Article V, if my spouse and I die under circumstances creating any doubt as to the order of our deaths, then my spouse shall be conclusively presumed to have survived me, and my estate shal be administered accordingly.

11.2 Except as provided in Article V of this Will, if any other beneficiary or beneficiaries under this will dies in a common accident or disaster or under circumstances which make it difficult or impossible to determine which of us died first, they shall be conclusively presumed to have predeceased me and my estate shall be administered accordingly.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 **Dealing with Executor.** No person dealing with the executor in any capacity is bound to inquire into the capacity to act on the part of the executor or into the authority for, or propriety of, any act of the executor or to see to the application or disposition of any money or other property paid, delivered or loaned to the executor.

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12.2 **Income During Administration.** During the administration of my estate, the executor is authorized to make distributions of income of the estate to the same persons, and in the same proportions as might be made if the administration were completed.

12.3 **Disposition of Assets.** I authorize the executor, without the order of any court, to sell any of my real estate or personal property not specifically given by me at public or private sale, without the joinder of any beneficiary, in the manner and on the terms and for the price as may seem best; and on each sale of real estate, the proceeds are to be treated as forming part of my estate to pay administrative costs, taxes, and any remaining amounts shall become part of my residuary estate.

12.4 **Waiver of Inventory Reports and Appraisal.** I authorize my executor to administer and settle my estate without the necessity of filing an inventory, making any report, accounting, or final settlement with any court to the extent permitted by law. I expressly waive appraisal of my estate in the event an appraisal is required by law. The fiduciary's only responsibility for statements and accountings shall be to furnish a complete final accounting to the beneficiaries of my residuary estate if such beneficiaries are different than my fiduciary.

12.5 **Discretionary Powers.** In addition to and not in limitation of all common law, statutory authority of Tennessee Code Annotated, Section 35-50-110 as incorporated herein by reference in Paragraph 3.2 of Article III and all powers otherwise granted in this will, the executor is granted the following specific discretionary powers, duties and obligations:

(a) **Diversification.** To acquire and retain all kinds of property without regard to principles of diversification.

(b) **Distribution.** To make distribution in cash, or in kind, or partly in each, even if shares are composed differently and to allocate different kinds of disproportionate shares of property or undivided interests in property among the beneficiaries and to determine the value of any property distributed in kind.

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(c) **Bypass Trust.** Any property or portion thereof, given to the Trustees of a Trust identified under this will, which Trust pursuant to its terms would be immediately subjected to final distribution and termination upon receipt of the property, may be distributed by my executor directly to the beneficiaries of the Trust in order to avoid the needless transfer of property to the Trustees as a preliminary step to distribution to the ultimate beneficiaries.

(d) **Taxes.** To make such elections under the tax laws as my Executor deems advisable, including an election to create qualified terminable interest property for both estate and generation-skipping tax purposes or for estate tax purposes alone, and to allocate the unused portion, if any, of my GST exemption to any property with respect to which I am the transferor for generation-skipping tax purposes, irrespective of whether such property passes under this will, in such manner as my Executor deems advisable, in each case without regard to the relative interests of the beneficiaries; however, my Executor shall not make adjustments between principal and income, or in the interests of the beneficiaries, to compensate for the effects of such elections and allocation. Any decision made by my Executor with respect to the exercise of any tax election or the allocation of my GST exemption shall be binding and conclusive on all persons.

(e) **Responsibility.** To exercise all powers with respect to the property included in my estate which any individual would exercise in the management of similar property owned in his own right and not to be responsible for losses, if any, resulting from honest mistakes of judgment.

12.6 **Ancillary Administration.** If I own real estate located outside the state of my domicile or if ancillary administration of my estate is needed for any other reason, I appoint my domiciliary executor, to qualify in such other jurisdiction as my executor in such jurisdiction. If my domiciliary executor is unable or unwilling to qualify, I appoint as my executor in such other

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jurisdiction the person or persons selected by my domiciliary executor in such other jurisdiction having the authority over the ancillary probate of my will. The ancillary administrator is not required to post bond, file inventories or make reports to any court and has the same powers as my domiciliary executor. As quickly as the ancillary administrator completes the ancillary administration, the net assets from the ancillary administration are to be delivered to my domiciliary executor.

12.7 **Real Estate.** Any real property which I own at my death is to be part of my probate estate and treated as personalty for administrative purposes.

12.8 **Life Insurance.** The proceeds of any life insurance payable to my executor or my estate are free from the claims of creditors. The proceeds paid to my executor are to be held and distributed as provided by the terms of this will. My executor may use any portion of such proceeds as my executor deems advisable for the payment of debts, expenses and taxes, but only if my executor thinks such use of the proceeds is in the best interest of my spouse or children.

12.9 **Casualty Insurance.** Each insurance policy covering an item of property passing under this document passes with the property. The recipient is not to be charged for any unearned premium already paid. If an item of property passing under this will has been destroyed or damaged, and such item of property was specifically listed on the insurance policy, the insurance proceeds recovered or recoverable are to be paid in place of the destroyed item and in addition to the damaged item. However, this shall not apply if an item has been disposed of or destroyed prior to my death.

12.10 **Spendthrift Provision.** Prior to distribution, no interest of any beneficiary in the corpus or income of my estate, as distributed in any Article of this will, shall be subject to assignment, alienation, pledge, attachment, or claims of creditors of such beneficiary, including the claims of any divorced spouse for alimony or support payments, and may not otherwise be

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voluntarily or involuntarily alienated or encumbered by any beneficiary and the same shall not be subject to be taken by beneficiary's creditors by any process whatsoever.

12.11 **Construction.** I direct that should any clause in this will be construed contrary to state laws such clause shall be construed to conform to state law in the implementing of this my Last Will and Testament according to my expressed desires.

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IN WITNESS WHEREOF, I have hereunto subscribed my name to this my Last Will and Testament, consisting of this and seventeen (17) preceding typewritten pages and for the purpose of identification have initialed each such page, all in the sight and presence of the persons witnessing it at my request on this 5th day of April, 1994, at Nashville, Tennessee. In accordance with Tennessee Code Annotated, Section 32-2-110. I have requested these witnesses to make the Affidavit which is attached to this Last Will and Testament.

William E. Bearden

William E. Bearden, Testator

ATTESTATION CLAUSE

On the date last above written, we saw **William E. Bearden** in our presence, sign the foregoing instrument at its end. He then declared it to be his Last Will and Testament and requested us to act as witnesses to it. We then, in his presence and in the presence of each other, signed our names as attesting witnesses, believing him at all times herein mentioned to be of sound mind and memory and not acting under constraint of any kind.

Lori Sheppard Residing at 301 Union Street
Nashville TN 37201

Lisa Duncan Residing at 301 Union Street
Nashville, TN 37201

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AFFIDAVIT OF WITNESSES

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Lori Sheppard and Lisa Davidson

being severally duly sworn, depose and say that:

We are acquainted with **William E. Bearden**, who executed this annexed Last Will and Testament, consisting of eighteen (18) typewritten pages, dated at Nashville, Tennessee, by subscribing his name at the end thereof in the presence and sight of each of us.

At the time of subscribing such Last Will and Testament, **William E. Bearden** declared the instrument so subscribed by him to be his Last Will and Testament and we thereupon signed our names as witnesses at the end of such instrument at his request and in his presence and sight, and in the presence and sight of each other.

At the time of executing such Last Will and Testament, **William E. Bearden** was over the age of eighteen (18) and in our opinion was of sound mind, memory and understanding and not under any restrain or in any respect incompetent to make a Last Will and Testament.

This Affidavit is made at the request of **William E. Bearden.**

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

Lori Sheppard

Lisa Davidson

SWORN TO AND SUBSCRIBED before me, this 5th day of April, 1994.

Notary Public

My Commission Expires: 5/29/97.

A:(#004)\BEARDENW.WIL

CERTIFICATE OF AUTHENTICITY

I, Elizabeth Ryder Sykes, 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 April 7, 2025.

Elizabeth Ryder Sykes

4/7/2025
Date

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me this 7th day of April, 2025.

Lynne E. Neeley
Notary Public

LYNNE E. NEELEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 9-7-2026

My Commission Expires: 9/7/2026