STATE OF TENNESSEE

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Karen Johnson
Batch # 1443289
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Fees: $62.00 Taxes: $0.00
Davidson County
WILL
12 pgs
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IN RE: ***SHERRY VAUGHN***

Docket No: ***26P168***

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 document heretofore entered in the above styled case on July 1, 2026 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 July 8, 2026.

JOSEPH P. DAY CIRCUIT COURT CLERK

JOSEPH P. DAY, Clerk,

By: K. Jocket
Deputy Clerk

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26P168

FILED
JUL - 1 2026
JOSEPH P. DAY, Clerk
By _____ Deputy

LAST WILL AND TESTAMENT
OF
SHERRY W. VAUGHN

Goodman Callahan Blackstone, PLLC
209 10th Avenue South, Suite 432
Nashville, Tennessee 37203

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LAST WILL AND TESTAMENT
OF
SHERRY W. VAUGHN
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LAST WILL AND TESTAMENT
OF
SHERRY W. VAUGHN

I, **Sherry W. Vaughn**, of Brentwood, Davidson County, Tennessee, revoke any prior Wills and Codicils and declare this to be my Last Will and Testament.

ARTICLE I
Family Information

I am married to **Larry J. Vaughn** and any reference to my Husband shall be to him. My children born before the date of this Will are **Wallace Hunter Vaughn** and **Jason Reece Vaughn** and any reference herein to my "children" shall be to them as well as any other children born to me or adopted by me in a legal proceeding hereafter. Any reference herein to my "descendants" shall be to my children and their issue.

ARTICLE II
Tangible Personal Property

A. **Memorandum of Wishes.** I may leave a writing disposing of some or all of my tangible personal property. If I do so and the writing can be incorporated by reference into this Will or otherwise be legally binding, I direct that it be incorporated or followed and prevail over the disposition below in this Article. If the writing is not legally binding, I request that my wishes, as expressed in that writing, be followed. This provision shall apply whether the writing is executed before or after this Will.

B. **General Gift of Tangible Personal Property.** I give all my tangible personal property (other than items effectively disposed of above) to my Husband, if he survives me, or if not to my children who survive me to be divided among them, as they shall agree. If my children are unable to agree on a division of my tangible personal property, my Personal Representative shall be responsible for dividing such property among my children and the decision of my Personal Representative in this regard shall be final and binding on all concerned. My Personal Representative is authorized to sell any such property that my Husband or my children do not wish to keep and shall add the proceeds of any such sale to my estate.

C. **Gift Includes Insurance.** A gift of property under this Article includes my rights under any insurance policies related to such property or the proceeds of such policies.

D. **Payment of Packing, Shipping and Delivery Expenses.** The expense of packing, shipping, insuring and delivering tangible personal property to an individual under this Article at such individual's residence or place of business shall be paid by my Personal Representative as an administration expense.

E. **Survivorship.** Except when I may have specifically provided otherwise, any gift to an individual under this Article shall take effect only if the individual survives me, and no anti-lapse rule shall apply.

ARTICLE III
Residue

I give my Residuary Estate, to the then serving Trustee of the **Vaughn Family Trust**, dated April 26, 2018 (sometimes referred to as "the Trust" or "the Trust Agreement"), that I have

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signed before signing this Will, to be disposed of as provided in the Trust Agreement, including any amendments to it signed before today, today or after today. If this gift is ineffective but the terms of the Trust may be incorporated into this Will or otherwise carried out under this Will, then (i) I hereby appoint the Trustee under the Trust Agreement to be Trustee under this Will; (ii) I incorporate the provisions of the Trust Agreement into this Will; (iii) I give my Residuary Estate to the Trustee under this Will; and (iv) I direct that my Residuary Estate shall be disposed of in the manner provided in the Trust Agreement but with the trusts thereby set forth treated as trusts under this Will. I direct my Personal Representative to follow any instructions contained in the Trust Agreement in making any tax election, including, but not limited to, the allocation of my Available GST Exemption (as defined in the Trust Agreement). I direct that any term or phrase referred to in this Will but not defined herein be given the meaning set forth in the Trust Agreement for such term or phrase.

ARTICLE IV
Personal Representative Appointments

A. **Appointment of Personal Representative.** I appoint my Husband, **Larry J. Vaughn** to serve as Personal Representative hereunder. If **Larry J. Vaughn** fails to qualify or ceases to serve as Personal Representative, I appoint my son, **Wallace Hunter Vaughn** to serve as Personal Representative hereunder. If **Wallace Hunter Vaughn** fails to qualify or ceases to serve as Personal Representative, I appoint my son, **Jason Reece Vaughn** to serve as Personal Representative hereunder.

B. **Compensation of Personal Representatives.** An individual Personal Representative may receive reasonable compensation in accordance with the law of the State of Tennessee in effect at the time of payment, unless the Personal Representative waives compensation. The collection by my Personal Representative of insurance proceeds and retirement benefits payable to my estate shall not be subject to Personal Representative's compensation.

ARTICLE V
Fiduciary Provisions

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

B. **Accountings and Other Proceedings.** I direct that my estate be subject to independent administration with as little court supervision as the applicable state law allows. My Personal Representative shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by applicable state law. My Personal Representative shall take such action for the settlement or approval of

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accounts at such times and before such courts or without court proceedings as my Personal Representative shall determine. My Personal Representative shall pay the costs and expenses of any such action or proceeding, including (but not limited to) the compensation and expenses of attorneys and guardians, out of the property of my estate.

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

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

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

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

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

5. My Personal Representative may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel and pay investment counsel reasonable compensation in addition to fees otherwise payable to my Personal Representative, notwithstanding any rule of law otherwise prohibiting such dual compensation.

6. The fact that a Personal Representative (or a firm of which a Personal Representative is a member or with which a Personal Representative is otherwise affiliated) renders legal or other professional services to my estate shall not be deemed a conflict of interest, and my Personal Representative may pay fees for such services to such Personal Representative or firm, including, if applicable, advance payment of such fees on account, without prior approval of any court or any beneficiary, whether or not there is a Co-Personal Representative to approve such payment, if permitted by applicable state law, and this provision shall serve as authorization of the payment of such fees to the extent such authorization is required by applicable state law. An attorney or other Personal Representative who also renders professional services shall receive full compensation for both services as a Personal Representative and the professional services rendered, except as specifically limited by law.

D. **Waiver of Bond.** No Personal Representative shall be required to give bond or other security in any jurisdiction and, if despite this exoneration, a bond is nevertheless required, no sureties shall be required. This waiver of any bond or other security specifically includes,

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without limitation, the waiver of any bond or security in connection with the advance payment of any Personal Representative's compensation.

ARTICLE VI
Fiduciary Powers

My Personal Representative may, without prior authority from any court, exercise all powers conferred by this Will or the Trust Agreement or by common law or by any fiduciary powers act or other statute of the State of Tennessee or any other jurisdiction whose law applies to this Will or the Trust Agreement, including, without limitation, the introductory paragraph of and all powers contained in T.C.A. section 35-50-110, which are hereby incorporated into this Will. My Personal Representative shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Will, these powers shall extend to all property held by my Personal Representative until the actual distribution of the property. In order to fully effectuate the powers of my Personal Representative, specific reference is now made to the introductory paragraph of and all powers contained in T.C.A. section 35-50-110. The powers of my Personal Representative shall also include the following powers:

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

B. **Administration of Real Property.** I direct that all real property owned by me at my death be administered as part of the residuary estate subject to the control of my Personal Representative, as authorized by T.C.A. § 31-2-103. It is my intention that my Personal Representative shall have possession and control of my real property during the period of administration, including the power to sell, lease, encumber, and otherwise without the joinder of any beneficiary of my estate or the approval of any beneficiary of my estate or the approval of any court.

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

D. **Sale or Exchange of Property.** My Personal Representative may sell property at public or private sale, for cash or upon credit, exchange property for other property, lease property for any period of time and give options of any duration for sales, exchanges or leases. My Personal Representative may give such warranties or indemnifications as my Personal Representative may deem advisable. My Personal Representative may engage in transactions with any estate or trust, including but not limited to the estate of my Husband or the estate of any of my descendants or any trust established by my Husband, any of my descendants, or me. Such transactions shall include lending money to, borrowing money from, purchasing real or personal

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property from, selling real or personal property to or exchanging real or personal property with the fiduciary of any estate or trust upon any terms or conditions.

E. **Payment of Debts and Last Expenses.** My Personal Representative may pay my debts as soon as practicable in the course of the administration of my estate and pay my funeral and burial expenses without regard to any limits otherwise imposed by law on funeral and burial expenses. If, under law, my Husband is primarily liable for my funeral or burial expenses or the expenses of my last illness, I hereby relieve him of such liability and direct that payment be made from my estate.

F. **Administration Expenses for Property Outside Domicile.** My Personal Representative may pay out of my general estate administration expenses incurred in connection with real or tangible personal property located outside of my domicile.

G. **Security Interests.** My Personal Representative may grant security interests and execute all instruments creating such interests upon such terms as my Personal Representative may deem advisable.

H. **Tax Elections and Allocations.** My Personal Representative may make all tax elections and allocations my Personal Representative may consider appropriate, including any election to treat a revocable trust created by me as part of my estate for income tax purposes; however, this authority is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. Tax elections and allocations made in good faith shall not require equitable adjustments.

I. **Determinations About Property.** My Personal Representative may determine what property is covered by general descriptions contained in this Will.

J. **Compromise Claims or Debts.** My Personal Representative may compromise claims or debts and abandon or demolish any property which my Personal Representative shall determine to be of little or no value.

K. **Borrowings.** My Personal Representative may borrow from anyone, even if the lender is a Personal Representative under this Will, and may pledge property as security for repayment of the funds borrowed, including the establishment of a margin account. No Personal Representative shall be personally liable for any such loan, and such loan shall be payable only out of assets of my estate.

L. **Application of Property.** My Personal Representative may apply to the use or for the benefit of any individual, any property whether principal or income, that otherwise would or could be distributed directly to such individual.

M. **Improvements to Property.** My Personal Representative may, with respect to any real property: (i) partition, subdivide or improve such property and may enter into agreements concerning the partition, subdivision, improvement, zoning or management of any real estate in which my estate has an interest and impose or extinguish restrictions on any such real estate; (ii) sell, exchange, lease for any period, mortgage, alter or otherwise dispose of such property and execute any instrument necessary to do that; and (iii) charge to principal the net loss incurred in operating or carrying non-income producing real property.

N. **Digital Assets and Accounts.** My Personal Representative may take any action with respect to my Digital Assets, Digital Accounts, and Digital Devices, as my Personal

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Representative shall deem necessary or appropriate, and as shall be permitted under applicable state, Federal, or international law, giving due effect to the authorization provided in this paragraph. This authority shall include, but shall not be limited to, (a) the authority to access or control any Digital Device, including any computer, camera, telephone, or data storage device owned or lawfully used by me, individually or jointly, (b) the authority to manage, control, delete, or terminate any e-mail, telephone, bank, brokerage, investment, insurance, social networking, internet service provider, retail vendor, utility or other account which was owned or lawfully used by me, individually or jointly, and (c) the authority to change my username and password to gain access to such accounts and information. I expressly authorize the disclosure to my Personal Representative of (a) a full catalogue of my Digital Assets and Digital Accounts, including a full catalogue of my electronic communications, and (b) all content of electronic communication sent or received by me. My Personal Representative may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate the actions authorized under this paragraph. This authority is intended to give my "lawful consent" for my Personal Representative to take the actions described in this paragraph, to the fullest extent allowable under The Electronic Communications Privacy Act, as amended, the Computer Fraud and Abuse Act of 1986 as amended, the Gramm-Leach-Bliley Act, as amended, and any other Federal, state, or international laws that may require such consent or authorization. To the extent that a specific reference to any such law is required in order to grant my Personal Representative the authority described in this paragraph, I hereby express my intent to reference such law, whether currently in existence or enacted or amended to require such reference after the date of this Will. The authority granted under this paragraph shall extend to all Digital Assets, Digital Accounts, and Digital Devices, including all content of electronic communication, associated with or used in connection with the Business (as defined in the Article herein entitled "The Closely-Held Business").

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

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

Q. **Disclaimer or Renunciation.** To the extent permitted under applicable state and Federal law, my Personal Representative may disclaim or renounce any interest that I might otherwise have as a joint owner, beneficiary, heir or otherwise, without adjustment or reimbursement in the shares of the beneficiaries hereunder.

ARTICLE VII
Definitions and Miscellaneous Provisions

The following definitions and miscellaneous provisions shall apply under this Will:

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A. **Residuary Estate.** The term "Residuary Estate" shall mean the rest, residue and remainder of my estate not otherwise disposed of by a specific gift in this Will, and shall include both real property and personal property.

B. **Descendants.** One's "children," "grandchildren," and other "descendants," as referenced in this Will, shall refer to one's children, grandchildren, and descendants, as the case may be, whenever born, as determined according to applicable governing law, except to the extent modified herein.

C. **Minor and Adult.** Whether an individual is a minor or an adult shall be determined under the laws of the individual's domicile at the time in question.

D. **Code and Regulations.** References to the "Internal Revenue Code" or "Code" or to provisions thereof are to the Internal Revenue Code of 1986, as amended at the time in question. References to the "Regulations" and "Regs." are to the Regulations under the Code. If, by the time in question, a particular provision of the Code has been renumbered, or the Code has been superseded by a subsequent Federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this Will. A similar rule shall apply to references to the Regulations.

E. **Digital Assets, Accounts and Devices.** The following definitions and descriptions shall apply to the authority of the Personal Representative with respect to my Digital Assets and Accounts:

1. "Catalogue of electronic communications" shall mean a record of identifying information regarding electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me, including, without limitation, the identity of the person with whom I had the communication, the electronic address of such person, and the time and date of the communication.

2. "Content of electronic communications" shall mean information concerning the substance or meaning of electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me which is stored in electronic form by a custodian providing service for such communications to the public, or which is carried or maintained by a remote-computing service to the public, and which is not readily accessible to the public.

3. "Digital Assets" shall include any electronic record in which I have a right or interest, including any asset or liability which is itself an electronic record, regardless of the ownership of the device or account used to create such electronic record.

4. A "Digital Device" is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information.

5. "Digital Accounts" shall include all arrangements under which a custodian carries, maintains, processes, receives or stores a Digital Asset or provides goods or services in which I have an interest, or which I am lawfully entitled to use, either individually or jointly, regardless of the ownership of any device on which the Digital Account is accessed or stored.

F. **Tangible Personal Property.** The term "tangible personal property" means personal property such as furniture, furnishings, clothing, jewelry, household items, and the like, but does not include property primarily held for investment purposes, nor does it include any

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property held for use in a trade or business, ordinary currency, and cash or bullion. The term "tangible personal property" includes personally held art, antiques, stamp and coin collections and other collectibles. Furthermore, such term includes, for these purposes, private club memberships and frequent flyer miles and benefits of similar travel programs.

ARTICLE VIII
Savings Clause

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

ARTICLE IX
Captions

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

IN WITNESS WHEREOF, I have hereunto subscribed my name on April 26, 2018.

Sherry W. Vaughn

Sherry W. Vaughn

We certify that this instrument was signed, published and declared by **Sherry W. Vaughn** to be his Last Will and Testament in our presence, and that we, at her request and in her presence and in the presence of each other have hereunto signed our names as witnesses on April 26, 2018.

Signature of Witness

Joe M. Goodman

Name of Witness

Signature of Witness

Charles Welch

Name of Witness

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SELF-PROVING AFFIDAVIT

STATE OF TENNESSEE)

) ss:

DAVIDSON COUNTY)

We, the undersigned, being duly sworn, make oath as follows:

That on the day and date below written, **Sherry W. Vaughn** declared and signified to us that the foregoing instrument was her Last Will and Testament; that she signed the same in our sight and presence; and in her sight and presence and in the sight and presence of each other we subscribed our names hereto as attesting witnesses; that at the time she was more than eighteen (18) years of age, of sound mind and memory, and not under any undue influence; and that we, being all of the attesting witnesses to said instrument, make and sign this Affidavit at her request on this day, April 26, 2018.

Signature of Witness

Signature of Witness

Personally appeared before me, Michael R. Griffin, Notary Public, of the aforementioned county and state, John M. Goodman and Charles Welch, the within named Witnesses with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such persons executed the within Witnesses' Affidavit for the purposes therein contained.

(SEAL)

Notary Public

My Commission Expires: 03/03/2020

MICHAEL R. GRIFFIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-03-2020