

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

| | | |
|-------------------------------|---|-------------------------|
| FARM CREDIT MID-AMERICA, PCA, |) | |
| |) | |
| Plaintiff, |) | Case No. 4:25-cv-38 |
| |) | |
| v. |) | Judge Atchley |
| |) | |
| UNCLE NEAREST, INC., et al., |) | Magistrate Judge Steger |
| |) | |
| Defendants. |) | |
| |) | |

**DECLARATION OF KEITH WEAVER REGARDING MOTION FOR
CLARIFICATION OF ORDER APPOINTING RECEIVER [DKT. 39]**

I, Keith Weaver, declare under penalty of perjury as follows:

1. I am, and was at all times relevant to this matter, more than eighteen (18) years of age.

2. I do not hold any shares or ownership interest in Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

Humble Baron, Inc. (“Humble Baron”)

3. Humble Baron is a Delaware C Corporation that was incorporated on January 26, 2021. Humble Baron is owned 100% by a blind trust for which I am the sole beneficiary. Humble Baron is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

4. Humble Baron operates a bar called the Humble Baron Bar, which is located at Nearest Green Distillery (“NGD”). The Humble Baron Bar is a full-service bar that serves Uncle Nearest’s products as well as branded spirits manufactured by other distilleries. Contrary to the

false assertions made by Farm Credit, Humble Baron leases the premises from Uncle Nearest Real Estate Holdings, LLC (“UNRE”) pursuant to that certain Commercial Lease Agreement dated March 1, 2023 (the “Lease”), as amended by that certain First Amendment to Commercial Lease Agreement dated February 1, 2025 (the “Lease Amendment”) (with the Lease, the “Amended Lease”). The term of the Lease was extended by the Lease Amendment and runs to February 28, 2030, with additional extension options. True and correct copies of the Lease and the Lease Amendment are Weaver Exs. 26 and 27, respectively. Pursuant to the Amended Lease, the Landlord is responsible for payment of all utilities related to the Premises and all repairs and maintenance for the building and common elements.

5. Humble Baron has its own tax id number that is distinct from the tax id numbers for the Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”). Humble Baron has its own bank accounts separate and apart from the bank accounts held by the Uncle Nearest Entities. All transactions between Humble Baron and the Uncle Nearest Entities have been supported by legitimate business purposes and consideration.

6. The ERP system used for Humble Baron is a food and beverage specific accounting system/ERP called “R365.” It is not used by or connected in any way to the Uncle Nearest entities.

7. Humble Baron is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Humble Baron has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Humble Baron holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

8. In addition to its on-premise sale of alcohol, Humble Baron undertakes sales of retail merchandise online, exploration of locations for future growth, and various creative works

under development (TV shows, film, books, etc.). Other than lessor/lessee relationship and the physical presence of the Humble Baron Bar on the premises of NGD, there is no connection of Humble Baron to the Uncle Nearest Entities and neither of the companies exercises control over the other. Humble Baron has its own employees (separate payroll), bank accounts, vendors, clients, financial statements, etc. Humble Baron provides the use of its facilities to Uncle Nearest and NGD for events, and invoices for fees and expenses related to such use. The ability of Uncle Nearest and NGD to obtain use of the Humble Baron bar for events is a key marketing tool for those companies.

9. Because Humble Baron sells spirits on-premise by the glass, the ownership and control of Humble Baron is required under applicable law to be completely separate, directly and indirectly, from the ownership and control of Uncle Nearest, Inc. and Nearest Green Distillery in accordance with applicable three-tier/tied house laws.

10. Levy Premium Foodservice Limited Partnership (“Levy”) is a management company that previously provided comprehensive management and operational services, including event management, to Humble Baron and Shelbyville Barrel House BBQ, LLC under a Management Agreement. During the term of the Management Agreement, Levy provided certain services related to various events, including certain Uncle Nearest events, held by Nearest Green Distillery and/or Uncle Nearest Inc. on the premises of the Nearest Green Distillery and the Humble Baron Bar. These events were solely for the benefit of Uncle Nearest and/or Nearest Green Distillery and the costs associated with such events were the direct obligation of Uncle Nearest and/or Nearest Green Distillery, as applicable. Attached as **Exhibit A** are invoices issued by “Levy / Humble Baron” to Nearest Green Distillery evidencing the distillery’s direct obligations relating to Levy’s services.

11. Attached as **Exhibit B** is correspondence maintained by the Company in the ordinary course of business from Peter LaFemina to Felicia Gallagher dated April 12, 2024, advising that the outstanding balance due from NGD to Levy on account of services provided for NGD was approximately \$100,000 as of April 12, 2024. In that correspondence, Mr. LaFemina requests on behalf of Humble Baron that Nearest Green Distillery pay its due balance to Levy. This correspondence is also direct evidence that the operations of Humble Baron and Uncle Nearest/Nearest Green Distillery were not commingled and that the corporate forms were maintained. The Uncle Nearest Accounts Payable register as of June 12, 2025, which is Farm Credit Ex. 7, shows an open a/p balance owed to “Levy / Humble Baron” as of July 1, 2024 of \$134,501.06.

12. On August 1, 2024, Levy filed a complaint against Shelbyville Barrel House BBQ, LLC and Humble Baron, Inc. seeking to recover unpaid management fees, including fees related to the events that were for the sole benefit of Nearest Green Distillery (the “Levy Complaint”). I was directly involved in the lawsuit and have personal knowledge of the claims involved and the resolution of those claims.

13. Although Uncle Nearest, Inc and NGD were not named directly as defendants, the claims asserted by Levy in the Levy Complaint included amounts that were for Uncle Nearest and the Nearest Green Distillery. Counsel for Humble Baron and Shelbyville Barrel House BBQ, LLC, in discussions with the management of Uncle Nearest, determined that it would not be necessary to join Uncle Nearest or NGD as a third-party defendants because those parties were agreeable to pay their portion of any agreed settlement. The lawsuit was ultimately settled through the Settlement Agreement dated March 18, 2025 (the “Levy Settlement Agreement”). A true and correct copy of the Levy Settlement Agreement is in evidence as Farm Credit Ex. 14. Per the

Settlement Agreement, a series of payments were to be made to Levy to resolve its claims, which included the claims relating to the obligations of Nearest Green Distillery. In order to resolve the portion of the Levy Settlement Agreement attributable to Nearest Green Distillery, it was agreed between Humble Baron, Uncle Nearest, Inc., and NGD that Uncle Nearest would make the payment directly to Levy in furtherance of the Settlement. Thus, the payment by Uncle Nearest, Inc. to Levy was for its own obligations or obligations of Nearest Green Distillery, not obligations of Humble Baron.

14. Humble Baron holds the Guinness World Record for the longest bar. That designation was requested by Uncle Nearest, Inc. and NGD as an effort to promote tourism to the distillery. Humble Baron's focus is on local marketing, not national marketing. In other words, Humble Baron's business is primarily focused on attracting local patrons that don't have any interest in whether the bar is the longest bar in the World. NGD and Uncle Nearest, Inc., on the other hand, thrive on tourism such that having the added attraction of the World's longest bar creates additional incentive for travelers to make the trip to the distillery and connect with the brand. Consequently, while Humble Baron was willing to have the longest bar in the world recognition, it was not willing to fund the cost for such an effort, which would primarily and significantly benefit Uncle Nearest and NGD. Accordingly, Uncle Nearest and NGD agreed to fund the effort to obtain the longest bar world record from Guinness. The payment of that expense was not for Humble Baron's benefit, but for the direct benefit of Uncle Nearest and NGD.

15. The Humble Baron bar and the Guinness World Record are featured prominently on the Uncle Nearest website as well as in the Nearest Green Distillery facility. On the Uncle Nearest website, a prominent link to the Humble Baron website is on the main page and that link opens to a page stating, "EVERYONE HAS A SEAT AT THE LONGEST BAR IN THE WORLD." The

Humble Baron Bar itself sits in the main tourist building of the Nearest Green Distillery and visitors to the facility walk directly through the distillery's gift shop and tasting room in order to enter the Humble Baron bar. The value to Uncle Nearest of Humble Baron's location at the distillery and its longest bar in the World designation is significant.

16. Humble Baron holds no property that is property of the Uncle Nearest Entities or the Receivership Estate. The Receiver has not requested any records from Humble Baron other than bank statements and all such requested records have been provided.

17. Since its inception, Humble Baron has operated at a financial loss while investing in the infrastructure, staffing, and brand development necessary to establish a viable hospitality enterprise. In 2024 and 2025, Humble Baron implemented a structured turnaround strategy focused on hosting high-profile public events and securing private event buyouts designed to generate sufficient revenue to move the business toward profitability. These initiatives required substantial advance financial commitments, marketing expenditures, and operational investments. Humble Baron, Inc. exclusively bore all such expenditures. It maintains its own bank accounts, payroll, tax identification number, accounting systems, and financial statements separate and apart from the Uncle Nearest Entities. No funds from any of the Uncle Nearest Entities were used to finance these efforts.

18. Although Humble Baron is legally and operationally separate from the Uncle Nearest Entities, the pending litigation and appointment of a receiver over those entities have materially and adversely affected Humble Baron's business operations. Because the Humble Baron Bar is physically located on the Nearest Green Distillery property, and I am publicly associated with the broader brand, the receivership proceedings have created marketplace uncertainty among customers, vendors, and employees. Since the initiation of the receivership

process, Humble Baron's revenue has declined approximately 30% year-over-year. Event bookings have slowed, attendance from local patrons has decreased, and prospective clients have expressed hesitation in committing to future engagements. During this same period, Humble Baron's performance-based catering sales manager resigned, further impairing execution of the company's revenue strategy.

19. The financial strain has been compounded by unpaid amounts owed to Humble Baron by Nearest Green Distillery and/or Uncle Nearest for legitimate, invoiced services. Continued uncertainty regarding whether Humble Baron could be drawn into the receivership—despite its lack of ownership overlap, lack of shared control, separate accounting systems, and absence of liability for the alleged debts at issue—has inhibited normal business planning and operations. If Humble Baron were subjected to receivership, applicable federal and state regulatory requirements governing alcohol sales would likely require immediate cessation of operations, resulting in significant and potentially irreparable harm.

20. At no time prior to advancing assertions affecting Humble Baron did the Receiver or his representatives request clarification of specific transactions or an explanation regarding the flow of funds. Had such clarification been requested, Humble Baron and I were prepared to provide documentation and explanation, as we have consistently done when records were requested. Direct clarification would have reduced uncertainty and business disruption. Clear confirmation from this Court that Humble Baron, Inc. is not part of the Receivership Estate, that its assets are not subject to the Receiver's authority, and that it may continue operating independently absent further order of this Court is necessary to prevent further operational harm to an entity that holds no receivership assets and is not liable for the alleged debts at issue.

Shelbyville Barrel House BBO, LLC ("SBH")

21. SBH is a Tennessee limited liability company that was formed on August 25, 2022. I am and have always been the sole member of SBH. SBH is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

22. SBH has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

23. SBH has separate bank accounts from the Uncle Nearest Entities and has not exercised, and does not exercise, any control over the bank accounts or operations, financial or otherwise, of the Uncle Nearest Entities. Likewise, the Uncle Nearest Entities exercise no control over the bank accounts or operations, financial or otherwise, of SBH. SBH’s operating licenses are all in its own name, not in the name of any of the Uncle Nearest Entities.

24. SBH is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. SBH has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. SBH holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

25. SBH owns and operates Chuck’s Barrel House BBQ II under a Lease Agreement with Uncle Nearest Real Estate Holdings, LLC dated December 17, 2018 (the “Lease”) and a Franchise Agreement dated September 1, 2022 (the “Franchise Agreement”) with Charles W. Baker, Jr. (the “Franchisor”). True and correct copies of the Lease and the Franchise Agreement are Weaver Exs. 30 and 31, respectively. Chuck’s Barrel House BBQ II is a walk-up restaurant concept that also serves beer and is located on the premises of the Nearest Green Distillery.

26. Because SBH sells beer on-premise, the ownership and control of SBH is required under applicable law to be completely separate, directly and indirectly, from the ownership and

control of Uncle Nearest, Inc. in accordance with applicable three-tier/tied house laws.

27. The history of Chuck's Barrel House BBQ II is that, in light of the distillery's remote location in Shelbyville Tennessee and the concern that visitors to the distillery would need food options, the management of Nearest Green Distillery ("NGD") approached the owner of Chuck's Barrel House BBQ restaurant in Lynchburg, Tennessee ("Chuck's") regarding the opening up of a similar venue at the Nearest Green Distillery, which was then under construction. The owner of Chuck's, Charles Baker, II, agreed and entered into the Lease with Uncle Nearest Real Estate Holdings, LLC. Mr. Baker financed the build-out of Chuck's Barrel House BBQ II and began operations in 2021. After operating Chuck's Barrel House BBQ II for approximately one year, Mr. Baker approached me regarding transferring ownership of the restaurant due to the owner's desire to focus on his Lynchburg location and other endeavors.

28. In order to facilitate that transaction, I formed SBH in August 2022 and entered into the Franchise Agreement with Mr. Baker (the "Franchisor"). None of the Uncle Nearest Entities are parties to the Franchise Agreement. Neither the Uncle Nearest Entities, Fawn Weaver, nor I has any direct or indirect ownership interest in the Franchisor. Just as it was under the ownership of Mr. Baker, Chuck's Barrel House BBQ II, as operated by SBH, continues to maintain its own employees, bank accounts, vendors, receivables, payables, accounting, etc., completely separate and distinct from the operations of Uncle Nearest Entities. Other than leasing its location from Uncle Nearest Real Estate Holdings, LLC in accordance with arms-length lease that was originally entered with Mr. Baker and obligations related thereto, there is no business or financial connection to any of the Uncle Nearest Entities and each such business is controlled separately, as required under Tennessee law.

29. SBH operates a point-of-sale system through Toast that is not connected in any way

to the accounting systems of the Uncle Nearest Entities. The ERP system used by SBH is a food and beverage specific accounting system/ERP called R365. It is not used by or connected in any way to the Uncle Nearest Entities.

30. The amounts owed by NGD to SBH arise primarily from NGD promotional events that are catered by SBH or held on SBH's premises. All such amounts are properly invoiced and the corporate formalities and separate accounting for both entities are at all times maintained.

31. The Lease does not require SBH to pay for or reimburse any of the Uncle Nearest Entities for any services related to the NGD property. Furthermore, the trash pickup is an expense for the facility as a whole and is contracted by the Landlord and the SBH performs its own janitorial service by its own staff, similar to how most restaurants operate. There is no agreement for SBH to cover costs for trash pick-up or janitorial services that are contracted by Uncle Nearest. Consequently, since SBH is in fact not paying for utilities and other expenses for which it is not liable under the Lease, that is evidence of no commingling of funds between these entities.

32. SBH does not hold any assets belonging to the Uncle Nearest Entities. The Receiver has not requested any records from SBH other than bank statements and all such requested records have been provided.

Nashwood, Inc.

33. Nashwood is a Delaware C Corporation that was incorporated on July 3, 2019. I am the sole-shareholder of Nashwood. Nashwood has its own tax id number that is distinct from the tax id numbers of Uncle Nearest Entities. Nashwood is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

34. Nashwood is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Nashwood has not pledged any assets to secure the debts of the

Uncle Nearest Entities to any creditor, including Farm Credit. Nashwood holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

35. Nashwood formerly owned the Tolley House Bed and Breakfast (the “Tolly House”) but no longer owns that asset. The Tolly House, which is connected to Jack Daniels, was rented from time to time by Uncle Nearest for guest stays and special events. Otherwise, the Tolly House has no connection to and is not an asset of (and has never been an asset of) any of the Uncle Nearest Entities. Nashwood sold its interest in the Tolley House in September 2024 and no longer has any interest, direct or indirect, in that property.

36. Nashwood provided certain consulting, project management, and event management services, along with preparation of applications that resulted in approximately \$500,000 in grants and incentives, to Uncle Nearest during January through August 2024 at the flat rate of \$10,000 per month. The invoices were properly documented by Nashwood and invoiced to the applicable Uncle Nearest entity. On April 17, 2024, Uncle Nearest paid Nashwood \$10,000 and paid an additional \$20,000 on August 6, 2024, both payments being applied toward the open balance. Similarly, Nashwood was paid in July 2024 the sum of \$2,699.85 for services related to the Love & Whiskey Tour that was put on by Uncle Nearest in 2024. The other identified amounts were paid by Uncle Nearest for services rendered by Nashwood as invoiced. An outstanding balance of \$50,000 remains due from the Uncle Nearest Entities as reflected in **Exhibit C**. The documentation clearly shows adherence to the corporate form and no commingling of funds.

37. Otherwise, Nashwood has no financial or operational connection to the Uncle Nearest Entities and neither controls nor is controlled by those entities. After Levy Premium Foodservice Limited Partnership (“Levy”) ceased providing services to Shelbyville Barrel House BBQ, LLC and Humble Baron, Inc., Nashwood contracted with those entities to provide those

similar management services.

38. Nashwood is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Nashwood has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Nashwood holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

39. Nashwood provides, or has provided, management services for Classic Hops, Humble Baron, Shelbyville Barrel House BBQ, and Shelbyville Grand, LLC. However, Nashwood is not an equity holder of any of those entities and any entries in Uncle Nearest's accounting records likely simply reflect the management relationship that Nashwood has, or has had, with respect to those entities. The Receiver has not requested any records from Nashwood other than bank statements and all such requested records have been provided.

Quill & Cask Owner, LLC ("Q&C")

40. Q&C is a Tennessee limited liability company that was formed on July 25, 2024. I am and have always been the sole member of Q&C. Q&C has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the "Uncle Nearest Entities").

41. The company's business purpose is to purchase, hold and sell assets for profit, including real estate, bulk whiskey, and other assets. It has no connection to Uncle Nearest other than having made an equity investment in Uncle Nearest, Inc., as detailed below.

42. Q&C has its own bank accounts and maintains its own accounting functions and operations independent of any of the Uncle Nearest Entities. Q&C is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Q&C has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Q&C

holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate. The Receiver has not requested any records from Q&C other than bank statements and all such requested records have been provided.

43. In April 2024, prior to the formation of Q&C, a barrel purchase transaction was contemplated between a to-be-formed entity – then identified as “Q and Cask, Inc.” – and Uncle Nearest, Inc. However, that transaction was never consummated.

44. On December 27, 2024, Q&C transferred \$584,000 to Uncle Nearest as an equity investment in Uncle Nearest, Inc. On January 30, 2025, Q&C transferred an additional \$275,000 as an equity investment in Uncle Nearest, Inc. Those are the only two transactions involving Q&C and any of the Uncle Nearest Entities. Each of the transactions had a valid business purpose and was supported by consideration. While Q&C has an equity interest as a result of those transactions, Q&C does not own 20% or more of the voting stock of any of the Uncle Nearest companies and none of the Uncle Nearest companies own 20% or more of the voting stock of Q&C. Furthermore, I, as the sole-owner of Q&C, do not own or control more than 20% of the voting stock of any of the Uncle Nearest Entities.

Shelbyville Grand, LLC (“SGLLC”)

45. SGLLC is a Tennessee limited liability company that was formed on November 21, 2022. I am the sole member of SGLLC. SGLLC has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

46. SGLLC owns and manages a host of real estate holdings, which include some warehouse space, a newspaper plant, commercial office buildings, vacant lots, etc. Nearest Green Distillery stores certain supplies at an SGLLC warehouse, which is climatized to protect certain

sensitive inventory. The inventory was moved from storage at Berlin Packaging and Tennessee Distilling Group because of NGD's need to maintain the raw goods inventory in a climatized storage facility. Storage fees are charged to Nearest Green Distillery monthly at the rate of \$6,500 per month.

47. SGLLC has its own bank accounts and maintains its accounting functions and operations independent of any of the Uncle Nearest Entities. SGLLC is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. SGLLC has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Other than the inventory being stored, SGLLC holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

48. The transactions between the Uncle Nearest Entities and SGLLC all relate to the storage fees due and payable. The \$130,000 payment from Uncle Nearest to SGLLC on July 29, 2025, was in payment of 20 months of outstanding rental fees due and owing from Nearest Green Distillery. The storage services were provided to Nearest Green Distillery by SGLLC and the amount paid was due and owing. Each of the transactions between the Uncle Nearest Entities and SGLLC had a valid business purpose and were supported by consideration. The Receiver has not requested any records from SBH other than bank statements and all such requested records have been provided.

4 Front Street, LLC ("4FS")

49. 4FS is a Tennessee limited liability company that was formed on September 28, 2023. I am a minority member of 4FS and do not hold a controlling share of that company. The majority member of 4FS is not a shareholder of and has no connection to the Uncle Nearest Entities.

50. 4FS has its own tax id number that is distinct from the tax id numbers of Uncle Nearest Entities.

51. 4FS has its own bank accounts and maintains its accounting functions and operations independent of any of the Uncle Nearest Entities. 4FS is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. 4FS has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. 4FS holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

52. 4FS has not transacted any business with the Uncle Nearest Entities and has neither transferred funds to, nor received funds from, the Uncle Nearest Entities. The Receiver has not requested any records from 4FS other than bank statements and all such requested records have been provided.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.



KEITH WEAVER

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

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|-------------------------------|---|-------------------------|
| FARM CREDIT MID-AMERICA, PCA, |) | |
| |) | |
| Plaintiff, |) | Case No. 4:25-cv-38 |
| |) | |
| v. |) | Judge Atchley |
| |) | |
| UNCLE NEAREST, INC., et al., |) | Magistrate Judge Steger |
| |) | |
| Defendants. |) | |
| |) | |

**SUPPLEMENTAL BRIEF OF NASHWOOD, INC. RELATING TO MOTION
FOR CLARIFICATION OF RECEIVERSHIP ORDER AND STATEMENT OF FARM
CREDIT**

Nashwood, Inc. (“Nashwood”), by and through its undersigned counsel, provides this supplemental brief with regard to the *Receiver’s Motion for Clarification of Receivership Order* (the “Motion to Clarify”)¹ and the *Statement of Farm Credit Mid-America, PCA in Support of Motion for Clarification of Receivership Order* (the “Farm Credit Statement”),² through which the Receiver and Farm Credit (collectively, the “Movants”) seek to divest Nashwood, and its board and shareholder, of their control of the company and place the company and its assets into receivership. In support of this Brief, Nashwood incorporates the Declaration of Keith Weaver, which is attached as **Exhibit 1**, and asserts and alleges as follows:

BACKGROUND

1. On October 21, 2025, Nashwood filed its initial response to the Motion to Clarify and the Farm Credit Statement. This Supplemental Brief provides the underlying documentation

¹ Dkt. 41.
² Dkt. 44.

of the transactions involving Nashwood and Uncle Nearest, a description of the business purposes behind those transactions, and proof of no commingling of the finances of Uncle Nearest and Nashwood. Further, this Supplemental Response provides documentation as to the adherence to corporate formalities by Nashwood which demonstrates that Nashwood and Uncle Nearest are not alter egos.

2. Nashwood is a Delaware C Corporation that was incorporated on July 3, 2019.³ Nashwood is owned 100% by Keith Weaver.⁴

3. Nashwood has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).⁵ Nashwood is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.⁶

4. Nashwood provided certain consulting, project management, and event management services, along with preparation of applications that resulted in approximately \$500,000 in grants and incentives, to Uncle Nearest during January through August 2024 at the flat rate of \$10,000 per month.⁷ The invoices were properly documented by Nashwood and invoiced to the applicable Uncle Nearest entity.⁸ On April 17, 2024, Uncle Nearest paid Nashwood \$10,000 and paid an additional \$20,000 on August 6, 2024, both payments being applied toward the open balance.⁹ Similarly, Nashwood was paid in July 2024 the sum of \$2,699.85 for services related to the Love & Whiskey Tour that was put on by Uncle Nearest in 2024.¹⁰ Other amounts

³ Exhibit 1, ¶ 33.

⁴ Exhibit 1, ¶ 33.

⁵ Exhibit 1, ¶ 33.

⁶ Exhibit 1, ¶ 36.

⁷ Exhibit 1, ¶ 36.

⁸ Exhibit 1, ¶ 36.

⁹ Exhibit 1, ¶ 36.

¹⁰ Exhibit 1, ¶ 36.

were paid by Uncle Nearest for services rendered by Nashwood as invoiced. An outstanding balance of \$50,000 remains due from the Uncle Nearest Entities.¹¹ The documentation clearly shows adherence to the corporate form and no commingling of funds.

5. Nashwood is not, and has never been, liable for the alleged debts of the Uncle Nearest entities to Farm Credit.¹² Nashwood has not pledged any assets to secure the debts of the Uncle Nearest entities to any creditor, including Farm Credit.¹³ Nashwood holds no property that is an asset of any of the Uncle Nearest entities or of the Receivership Estate.¹⁴

6. Nashwood formerly owned the Tolley House Bed and Breakfast (the “Tolly House”) but no longer owns that asset.¹⁵ The Tolly House, which is connected to Jack Daniels, was rented from time to time by Uncle Nearest for guest stays and special events.¹⁶ Otherwise, the Tolly House has no connection to and is not an asset of (and has never been an asset of) any of the Uncle Nearest Entities.¹⁷ Nashwood sold its interest in the Tolley House in September 2024 and no longer has any interest, direct or indirect, in that property.¹⁸

7. Nashwood provides, or has provided, management services for Classic Hops, Humble Baron, Shelbyville Barrel House BBQ, and Shelbyville Grand, LLC.¹⁹ However, Nashwood is not an equity holder of any of those entities and some entries in the Uncle Nearest’s accounting records referring to Nashwood likely simply reflected the management relationship that Nashwood has, or has had, with respect to those entities.²⁰ It is noteworthy that none of those

¹¹ Exhibit 1, ¶ 36.

¹² Exhibit 1, ¶ 34.

¹³ Exhibit 1, ¶ 34.

¹⁴ Exhibit 1, ¶ 34.

¹⁵ Exhibit 1, ¶ 35.

¹⁶ Exhibit 1, ¶ 35.

¹⁷ Exhibit 1, ¶ 35.

¹⁸ Exhibit 1, ¶ 35.

¹⁹ Exhibit 1, ¶ 39.

²⁰ Exhibit 1, ¶ 39.

entities are the Uncle Nearest Entities so it is unclear how that would support an argument that Nashwood is an alter ego of the Uncle Nearest Entities in any event.

8. The Receiver has all of the requested bank statements for Nashwood accounts x9128 and x6052 at CalPrivate Bank.²¹ The Receiver has not requested any records from Nashwood other than bank statements and all such requested records have been provided.²²

9. In the Receiver's Declaration, the Receiver erroneously aggregates transactions between the Non-Parties, between the Non-Parties or Receivership Entities with "Unknown Accounts," and between the Non-Parties and the Receivership Entities, and concludes that the volume of such transactions is, itself, evidence of commingling. First, his argument that transactions between Non-Parties, which do not involve the Receivership Entities, is somehow evidence of commingling with the Receivership Entities completely defies logic. Likewise, his argument that transactions between the Non-Parties or Receivership Entities with "Unknown Accounts" is evidence of commingling between the Non-Parties and the Receivership Entities is hard to even comprehend. His inability to identify the "Unknown Accounts" is simply evidence that he has not done even a basic amount of due diligence on this matter and nothing more. Finally, his assertion that the quantity of transactions between the Non-Parties and the Receivership Entities is evidence of commingling without reference to the specifics of the particular transactions and without any evidence of a lack of legitimate business purpose to each such transaction is invalid. The simple fact that a transaction or transactions occurred is not evidence of commingling in the absence of proof that the transactions lacked a legitimate business purpose for each entity involved in the transaction.

²¹ Exhibit 1, ¶ 39.

²² Exhibit 1, ¶ 39.

10. To the extent that the Receiver bases his argument on his need for further information about transactions, the Receiver has not demonstrated that placing Nashwood in receivership is the least intrusive way to get that information. The Receiver has not requested any information from Humble Baron other than the bank records, all of which have been provided.²³ The Receiver has not asserted or alleged that he has requested any information from Humble Baron that has not been provided. Consequently, the Receiver hasn't even taken the first most basic step to obtain information regarding transactions between Humble Baron and the Receivership Entities, much less sought to subpoena documents or depose relevant individuals regarding such transactions. Clearly, less intrusive measures than receivership are available to obtain information relating to the transactions. Consequently, placing Humble Baron in receivership is unwarranted and inappropriate.

11. The Receiver has not identified any specific property held by Nashwood that is property of the Receivership Estate. In fact, neither Nashwood nor any of its assets is property of the Receivership Estate.²⁴

ARGUMENT

12. In this diversity action, the law of Tennessee is applicable.²⁵ The Movants seeking to include Nashwood in the receivership have the burden of proving entitlement to that relief.²⁶

²³ Exhibit 1, ¶ 39.

²⁴ Exhibit 1, ¶ 38.

²⁵ "Federal diversity jurisdiction provides an alternative forum for the adjudication of state-created rights, but it does not carry with it generation of rules of substantive law." *Gasperini v. Ctr. for Humans., Inc.*, 518 U.S. 415, 426-27, 116 S. Ct. 2211, 135 L. Ed. 2d 659 (1996). "Under the Erie doctrine, federal courts sitting in diversity apply state substantive law and federal procedural law." *Id.* at 427; *see also Kepley v. Lanz*, 715 F.3d 969, 972 (6th Cir. 2013) ("In diversity cases, a federal court must rely upon the substantive law of the forum state.").

²⁶ *See Taylor Steel, Inc. v. Keeton*, 417 F.3d 598, 607 (6th Cir. 2005)(holding that party seeking to pierce corporate veil bears the burden of proof); *Oceanics Schools, Inc. v. Barbour*, 112 S.W.3d 135, 140 (Tenn. Ct. App. 2003)("The party wishing to pierce the corporate veil has the burden of presenting facts demonstrating that it is entitled to this equitable relief.")(citing *Schlater v. Haynie*, 833 S.W.2d 919, 925 (Tenn. Ct. App. 1991)).

13. As the Court noted in its September 30 Order, “[c]ourts have broad power and wide discretion to oversee the administration of a receivership.”²⁷ Further, the Court has the power to expand a receivership where the expansion is necessary to effectively safeguard assets of the receivership.²⁸ It is noteworthy that the vast majority of federal cases dealing with federal equity receiverships arise in securities fraud cases instituted by the SEC or other consumer fraud contexts. In the context of diversity jurisdiction, the courts have found that “[a] receiver is an extraordinary equitable remedy that is only justified in extreme situations.”²⁹

14. The cases addressing this issue indicate that expansion of a receivership estate should be done only “with utmost caution and justified only where there is a necessity to protect a party’s interest in property, legal and less drastic equitable remedies are inadequate, and the benefits of receivership outweigh the burdens on the affected parties.”³⁰ Where the requested expansion of a receivership is to bring in another company based on the doctrine of alter ego, the Court “must find that the party was an actor in the course of conduct constituting the abuse of corporate privilege – . . . [the court] may not apply the doctrine to prejudice an innocent third party.”³¹

15. In analyzing the viability, or lack thereof, of the alter ego claims, in addition to applying federal law factors, the Court should also look to applicable state law requirements relating to alter ego.³² Since the instant case is based on diversity jurisdiction, not federal question

²⁷ *Consumer Fin. Prot. v. Strafs, LLC*, No. 24-CV-40-EAW-MJR, 2025 U.S. Dist. LEXIS 98061, at *28 (W.D.N.Y. May 22, 2025)

²⁸ *See id.*

²⁹ *See, e.g., Rochester MSA Bldg. Co. v. UMB Bank, N.A.*, 2022 U.S. Dist. LEXIS 6184, at *17 (D. Minn. 2022)(quoting *Aviation Supply Corp. v. R.S.B.I. Aerospace, Inc.*, 999 F.2d 314, 316 (8th Cir. 1993)).

³⁰ *CCUR Aviation Fin., LLC v. S. Aviation, Inc.*, No. 21-cv-60462-BLOOM/Valle, 2021 U.S. Dist. LEXIS 83769, *5 (S.D. Fla. May 3, 2021)(quoting *SEC v. Complete Bus. Sols. Grp.*, 2020 U.S. Dist. LEXIS 253062, at *2 (D. Nev. 1985).).

³¹ *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

³² *See id.*

jurisdiction, and the claim at issue here is a simple breach of contract claim, not a securities fraud claim, the Court should look to state law in determining the alter ego question. Furthermore, since the receivership is merely procedural mechanism, not a form of relief, and since Nashwood has no existing obligations to Farm Credit, Farm Credit would ultimately have to prove alter ego status under Tennessee law in order to actually make Nashwood liable for any debts owed by Uncle Nearest to Farm Credit. Consequently, even if federal law still controls the question of expansion of the receivership, a relevant factor for the Court to consider within the federal standards is whether Farm Credit has a reasonable likelihood of maintaining a claim for alter ego under state law based on the facts presently before the Court.

16. In applying the federal factors first, as set forth in the Court's September 30 Order, neither the Receiver nor Farm Credit has identified any specific assets of the receivership that are to be protected with respect to Nashwood. So, out of the gate, the Movants' effort to expand the receivership to include Nashwood must fail because the expansion of the receivership is not necessary "to safeguard assets and prevent their dissipation." Further, Farm Credit has not established that Nashwood was funded by proceeds of some fraudulent scheme perpetrated by Uncle Nearest or any other bad actor, as is sometimes used to justify expanding receiverships to non-parties in cases where the public at large has been defrauded, such as in securities fraud actions and consumer fraud cases.³³ This receivership is based on a breach of contract claim, not a fraud claim.

17. The Movants' effort also fails because they can't meet the bare requirements that would be relevant to a determination that Nashwood should have a receiver appointed. The Motion to Clarify and the Statement by Farm Credit go far beyond what is simply an effort to protect assets

³³ See, e.g., *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

that are property of the receivership from dissipation—this is an effort to wrest control over Nashwood based on mere allegations of potential facts and on factors significantly less rigorous than the very factors that the Court required to be considered in appointing the Receiver over Uncle Nearest in the first place. While Uncle Nearest had pledged all of its assets to secure the debt to Farm Credit, Nashwood is not liable on any debts to Farm Credit and has not pledged any of its assets to secure debts owed to Farm Credit. Nashwood is not a party to the Loan Documents and it has not defaulted on any obligations to Farm Credit. Nashwood should have at least an equivalent right to the same analysis and burden of proof for divesting its board of control over the business as Uncle Nearest’s board had in its defense of the initial Receivership Motion.

18. In the deciding the Receivership Motion, this Court noted multiple factors used by courts in the Sixth Circuit:

- (1) Whether the property at issue is in imminent danger of being lost, concealed, injured, diminished in value, or squandered;
- (2) Whether the Defendants have engaged in fraudulent conduct;
- (3) Whether legal remedies are inadequate;
- (4) Whether less drastic equitable remedies are available;
- (5) The likelihood that the appointment of a receiver would do more good than harm;
- (6) Whether there is inadequate security for the debts; and
- (7) Whether the debtor is insolvent.³⁴

19. Even if all of the allegations in the Motion to Clarify, Farm Credit’s Statement, and the Receiver’s other filings were assumed factually correct (they are not), those allegations still fail to establish the factors necessary for the appointment of a receiver with respect to Nashwood. The Movants have not identified any specific “property at issue” held by Nashwood in which the

³⁴ Dkt. 32, at 4 (citing *Pension Benefit Guar. Corp. v. Evans Tempcon, Inc.*, 630 F. App’x 410, 414 (6th Cir. 2015)).

Receivership Estate has an interest, much less made any showing that such property is in imminent danger of being diminished. The Movants have made no showing that Nashwood has engaged in fraudulent conduct. Farm Credit has no legal or equitable remedies to assert against Nashwood because Nashwood is not obligated on any of the Farm Credit Loans, so there is no basis to say the legal remedies are inadequate or that less drastic equitable remedies are not available or even justified. To the extent that the Receiver believes that the Receivership Estate has claims against Nashwood, the Receiver can seek a judgment against Nashwood, so there is an adequate legal remedy. Furthermore, the Receiver has not even asked Nashwood's management for additional information relating to the noted transaction and has not sought to obtain the information through discovery, so there are clearly less drastic means still available for the Receiver to obtain information relating to the transactions in question.

20. Expansion of the Receivership to include Nashwood would do more harm than good. The disruption to its operations, which includes providing management services to other entities and pursuing related business opportunities, that would result from being placed under receivership would cause significant financial damages similar to the financial losses to the Uncle Nearest entities that have been caused by the Receivership, as even recognized by the Receiver. Furthermore, placing this entity in receivership and saddling the company with the expenses of the Receiver and his multitude of professionals would cause a significant increase in expenses for the company and the negative publicity that would impact its business and investments. Further, such action would ultimately not benefit the Receivership Estate at all because there is no proof that would support a finding of alter ego status in any final judgment. Thus, the known actual harm to the company of placing it in receivership would significantly outweigh any prospective unknown, likely unrealizable, potential benefit of putting the company into receivership.

21. Since Nashwood is not obligated on the Farm Credit Loans and holds no collateral securing those Loans, the question of the adequacy of Farm Credit's security has no relevance.

22. Finally, Neither the Receiver nor Farm Credit has provided any material evidence that Nashwood is insolvent or has been funded by assets of the Uncle Nearest entities. In sum, with respect to Nashwood, the Movants cannot prove any of the same factors with respect to Nashwood that this Court weighed in determining that Uncle Nearest should be under receivership control.

23. Since the Movants are disguising a general piercing of the corporate veil argument in the form of expansion of the receivership without identifying a single asset held by Nashwood that is collateral to Farm Credit or that belongs to the Receivership Estate, the effort should be dismissed out of hand as inappropriate. At a minimum, the Movants should be required in this diversity action to meet the standard for piercing the corporate veil under state law.³⁵

24. The Sixth Circuit has held that “[u]nder the long-standing *Erie* doctrine, in actions brought in federal court invoking diversity jurisdiction, a court must apply the same substantive law as would have been applied if the action had been brought in a state court of the jurisdiction where the federal court is located.”³⁶ “When the success of a state law claim brought in federal court under diversity jurisdiction is dependent on piercing the corporate veil, this question of substantive law is governed by the law of the state in which the federal court sits.”³⁷ Since this Court sits in Tennessee, Tennessee law is applicable with respect to the question of piercing the corporate veil and alter ego analysis.

³⁵ See *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

³⁶ *Corrigan v. U.S. Steel Corp.*, 478 F.3d 718, 723 (6th Cir. 2007)(citing *Equitable Life Assurance Soc'y of the U.S. v. Poe*, 143 F.3d 1013, 1016 (6th Cir. 1998)).

³⁷ *Id.*

25. Earlier this year, in *Youree v. Recovery House of E. Tenn., LLC*,³⁸ the Tennessee Supreme Court comprehensively addressed the state of the law in Tennessee regarding “alter ego” claims and piercing the corporate veil. First, the court noted that the term “alter ego” was simply a “rhetorical device or picturesque term” that only confuses the fact that what is actually sought is piercing of the corporate veil.³⁹ The court also recognized that corporate separateness is presumed and that Tennessee courts give substantial weight to that presumption.⁴⁰

26. The court then confirmed the three elements, first articulated in *Continental Bankers Life Insurance Co. of the South v. Bank of Alamo*,⁴¹ that have to be proved in order to pierce a corporate veil as follows:

- (1) Control over the entity, not only of finances, but of policy and business practice in respect to the transaction under attack, so that the entity, as to that transaction, had no separate mind, will, or existence of its own;
- (2) The control must have been used to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of a third party's rights; and
- (3) The control and fraud, wrong, violation, or injustice must have proximately caused the injury or unjust loss complained of.⁴²

27. The *Youree* court further found that certain factors outlined in *Federal Deposit Ins. Corp. v. Allen*,⁴³

have their place in the analysis . . . [but] do not constitute a separate test. They are merely a list of circumstances that often may be relevant to the existence of one or more of the three *Continental Bankers* elements. Thus, the eleven circumstances listed in *Allen*, or any other relevant circumstance, may be used in determining whether the three required elements from *Continental Bankers* have been established.⁴⁴

³⁸ 705 S.W.3d 193, 206-12 (Tenn. 2025).

³⁹ *Id.* at 208.

⁴⁰ *Id.* at 207.

⁴¹ 578 S.W.2d 625 (Tenn. 1979).

⁴² *Id.* at 637.

⁴³ 584 F. Supp. 386 (E.D. Tenn. 1984).

⁴⁴ *Youree*, 705 S.W.3d at 211.

The *Allen* factors are as follows:

Factors to be considered in determining whether to disregard the corporate veil include not only whether the entity has been used to work a fraud or injustice in contravention of public policy, but also: (1) whether there was a failure to collect paid in capital; (2) whether the corporation was grossly undercapitalized; (3) the non-issuance of stock certificates; (4) the sole ownership of stock by one individual; (5) the use of the same office or business location; (6) the employment of the same employees or attorneys; (7) the use of the corporation as an instrumentality or business conduit for an individual or another corporation; (8) the diversion of corporate assets by or to a stockholder or other entity to the detriment of creditors, or the manipulation of assets and liabilities in another; (9) the use of the corporation as a subterfuge in illegal transactions; (10) the formation and use of the corporation to transfer to it the existing liability of another person or entity; and (11) the failure to maintain arm's-length relationships among related entities.⁴⁵

The *Yoree* court then further cautioned

that checking items off a list is not a substitute for a purposive analysis of whether the *Continental Bankers* elements have been established. Regardless of the specific circumstances at issue, they must demonstrate all three elements of control, wrongdoing, and causation.⁴⁶

28. Since the Motion before the Court is not predicated on protecting any specific assets of the Receivership, it should be treated as simply a claim to pierce the corporate veil and should be granted or denied based on whether Farm Credit can carry its burden to prove that Nashwood is an alter ego of Uncle Nearest under Tennessee law.

29. As the Tennessee Supreme Court recently pronounced, the factors relevant to determining whether to pierce the corporate veil are those factors originally set forth in the *Continental Bankers* case. Neither the Receiver's Motion to Clarify nor Farm Credit's Statement address in any meaningful way this applicable standard with respect to Nashwood.

30. As to the first *Continental Bankers* element—“[c]ontrol over the entity, not only of finances, but of policy and business practice in respect to the transaction under attack, so that the

⁴⁵ *Id.* at 210 (quoting *Allen*, 584 F. Supp. at 397).

⁴⁶ *Id.* at 212.

entity, as to that transaction, had no separate mind, will, or existence of its own”— the only transactions at issue have been explained and do not show that Nashwood exercised control over the finances, policy, or business practices of any of the Uncle Nearest Defendants, or vice versa. To the extent that any level of control was exercised, it was limited to the scope of the project management task that was separately invoiced, and not any control over the bank accounts or general operations of any of the Uncle Nearest entities.

31. As to the second *Continental Bankers* element—“The control must have been used to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of a third party's rights”— the Movants have not submitted any evidence that Nashwood controlled Uncle Nearest, or vice versa, in order to commit fraud or wrong, perpetuate the violation of a statutory or positive legal duty, or to commit a dishonest and unjust act in contravention of a third party’s rights.

32. As to the third *Continental Bankers* element—“The control and fraud, wrong, violation, or injustice must have proximately caused the injury or unjust loss complained of”— since Farm Credit has failed to even establish facts sufficient to satisfy the first two elements, it is impossible for Farm Credit and the Receiver to prove that the first two elements were the proximate cause of any injury or unjust loss to Farm Credit or any other creditor. The transactions that have been identified by the Receiver’s accountant are all legitimate transactions supported by documentation and business purposes that benefitted the Uncle Nearest entities. There is no proximate causation to any injury alleged by Farm Credit.

33. In sum, application of the *Continental Bankers* factors to Nashwood shows that the Movants have not met, and cannot meet, their burden of proof.

WHEREFORE, Nashwood respectfully requests that the Court decline to expand the receivership to include Nashwood or its assets and grant such other and further relief as is appropriate.

Respectfully submitted,

MANIER & HEROD, P.C.

/s/ Michael E. Collins

Michael E. Collins (TN Bar No. 16036)

S. Marc Buchman (TN Bar No. 41598)

1201 Demonbreun Street, Suite 900

Nashville, TN 37203

Telephone: 615-244-0030

mcollins@manierherod.com

mbuchman@manierherod.com

Counsel for Nashwood, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2026, the foregoing document was served on all parties registered to receive electronic notice via the Court's CM/ECF system.

/s/ Michael E. Collins

Michael E. Collins

EXHIBIT A



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-387791-1
Event Name: TN Department of Environment & Conservation
Event Date: Monday, October 30, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Keith Weaver | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: keith.weaver@unclenearest.com |
| | Onsite Contact: Pat Marsh |

TN Department of Environment & Conservation

| Date | Time | Location | Function | # |
|-----------------|-----------------|------------------|----------|----|
| Mon, 10/30/2023 | 11:00am-12:30pm | Humble Baron Bar | Lunch | 25 |

| Mon, 10/30/2023 | Lunch - 11:00am - Humble Baron Bar | Qty | Price | Total |
|--------------------|--|-----|---------|----------|
| | Chef's Table Lunch Menu Package Price | 25 | \$20.00 | \$500.00 |
| Featuring | Roasted Butternut Squash Soup Kale + Apple Salad (Vegan, AVG) Red Quinoa, Cabbage, Cranberries, Picked Red Onions, Cider Vinaigrette Grilled Chicken Flatbread Sandwich Arugula, Tzatziki, Herb Roasted Tomatoes Steak Flatbread Sandwich Garlic + Pepper Crusted Short Rib, Horseradish Aioli, Red Onion, Tomato, Blue Cheese, Field Greens Gourmet Dessert Bar Assortment (V) | | | |
| | Non-Alcoholic Refreshments Menu Package Price | 25 | \$3.00 | \$75.00 |
| Including | Soft Drinks Iced Tea Sweeteners, Lemons Water | | | |
| | Setup and Service Details | | | |
| Room Set-Up | Layout Notes: Food station set near the stage for service. Guests will sit at low dining tables in front of the stage. | | | |
| Serviceware | Disposable Service Plates, Utensils, Napkins | | | |

| CHARGES | | | | | |
|----------|----------|---------------------------|-----------------------|-----------|----------|
| | Charges | Service Charge (8.8 %) | Gratuuity (13.2 %) | Sales Tax | Total |
| Food | \$500.00 | \$44.00 | \$66.00 | \$53.04 | \$663.04 |
| Beverage | \$75.00 | \$6.60 | \$9.90 | \$7.96 | \$99.46 |
| Totals | \$575.00 | \$50.60 | \$75.90 | \$61.00 | \$762.50 |
| | | | Payments Received | | \$0.00 |
| | | | Balance Due | | \$762.50 |

| Payment Arrangements | |
|----------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
Humble Baron
3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-395340-1
Event Name: The National Alcohol Beverage Associates
Event Date: Monday, November 13, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Nancy Gregory | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: accounting@nearestgreendistillery.com |
| | Onsite Contact: m Keith Weaver |

The National Alcohol Beverage Associates

| Date | Time | Location | Function | # |
|-----------------|----------------|------------------------------|----------|---|
| Mon, 11/13/2023 | 12:00pm-1:00pm | Barrel House BBQ Dining Room | Lunch | 9 |

| Start Date | Start Time | Timeline Item | Description |
|------------|------------|------------------------|-------------------------------------|
| 11/13/2023 | 11:30am | Food & Beverage Set | Ready to go for any early arrivals. |
| 11/13/2023 | 1:00pm | Private Tour & Tasting | |

| Mon, 11/13/2023 | Lunch - 12:00pm - Barrel House BBQ Dining Room | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Signature Barrel House BBQ Package | | | |
| | Menu Package Price | 9 | \$35.00 | \$315.00 |
| Featuring | Smoked Pulled Pork Slider Buns Smoked Pulled Chicken Slider Buns Smoked Sausages | | | |
| Sides | Baked Beans (V) Mac + Cheese (V) Coleslaw (V, AVG) | | | |
| Dessert | Peach Cobbler (V) | | | |
| Beverages | Soft Drinks, Iced Tea, Water Sweeteners, Lemons | | | |

Setup and Service Details

| Room Set-Up | Layout Notes: Food station will be set along the wooden wall inside the space. | | | |
|--------------------|---|---|----------|----------|
| Serviceware | Including China Plates, Flatware, Black Napkins, Cups | | | |
| Staff Fees | Service Personnel Staff to set-up, service and tear down after the event. | 1 | \$225.00 | \$225.00 |

| CHARGES | | | | | |
|----------|----------|---------------------------|----------------------|-------------------|----------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$299.25 | \$26.33 | \$39.50 | \$31.74 | \$396.82 |
| Beverage | \$15.75 | \$1.39 | \$2.08 | \$1.67 | \$20.89 |
| Set-Up | \$225.00 | \$0.00 | \$0.00 | \$0.00 | \$225.00 |
| Totals | \$540.00 | \$27.72 | \$41.58 | \$33.41 | \$642.71 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$642.71 |

| Payment Arrangements |
|----------------------|
| Direct Bill |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-398750-1
Event Name: NGD: Monthly Staff Meeting
Event Date: Friday, December 8, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Sharon Queener | Mobile Phone: (615) 887-4240 |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: accounting@nearestgreendistillery.com |
| | Onsite Contact: m Keith Weaver |

NGD: Monthly Staff Meeting

| Date | Time | Location | Function | # |
|-----------------|----------------|----------------------|----------|----|
| Fri, 12/08/2023 | 12:00pm-1:00pm | Master Blender House | Lunch | 23 |

| Fri, 12/08/2023 | Lunch - 12:00pm - Master Blender House | Qty | Price | Total |
|------------------|---|-----|---------|----------|
| | Chef's Table Lunch Menu Package Price | 23 | \$22.00 | \$506.00 |
| Featuring | BLT Salad Chopped Romaine, Grape Tomatoes, Applewood Smoked Bacon, Cheddar Cheese, House-Made Croutons, Buttermilk Ranch Dressing Kale + Apple Salad (Vegan, AVG) Red Quinoa, Cabbage, Cranberries, Picked Red Onions, Cider Vinaigrette Grilled Chicken Flatbread Sandwich Arugula, Tzatziki, Herb Roasted Tomatoes Steak Flatbread Sandwich Garlic + Pepper Crusted Short Rib, Horseradish Aioli, Red Onion, Tomato, Blue Cheese, Field Greens House-Made Chips Gourmet Dessert Bar Assortment (V) | | | |

| | Non-Alcoholic Refreshments | | | |
|------------------|-----------------------------------|----|--------|---------|
| | Menu Package Price | 23 | \$3.00 | \$69.00 |
| Including | Soft Drinks Water | | | |

| | Setup and Service Details | | | |
|--------------------|--|---|----------|----------|
| Serviceware | Disposable Service Plates, Utensils, Napkins | | | |
| Staff Fees | Staff Fee Staff to set-up, service and tear down after event. | 1 | \$125.00 | \$125.00 |

| CHARGES | | | | | |
|----------|----------|---------------------------|-----------------------|-------------------|----------|
| | Charges | Service Charge (8.8 %) | Gratuuity (13.2 %) | Sales Tax | Total |
| Food | \$506.00 | \$44.53 | \$66.79 | \$53.68 | \$671.00 |
| Beverage | \$69.00 | \$6.07 | \$9.11 | \$7.32 | \$91.50 |
| Set-Up | \$125.00 | \$0.00 | \$0.00 | \$0.00 | \$125.00 |
| Totals | \$700.00 | \$50.60 | \$75.90 | \$61.00 | \$887.50 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$887.50 |

| Payment Arrangements | |
|----------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-439923-1
Event Name: Community Coalition Board Meeting
Event Date: Saturday, May 4, 2024
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone:

Contact Information

| | |
|--|--|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Malcolm Darrell | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: malcolm.darrell@ng-d.com |
| | Onsite Contact: Keith Weaver |

Community Coalition Board Meeting

| Date | Time | Location | Function | # |
|-----------------|----------------|---------------|-----------------------------|----|
| Sat, 05/04/2024 | 9:30am-12:00pm | Dan Call Farm | Light Breakfast & Beverages | 27 |
| Sat, 05/04/2024 | 1:00pm-2:00pm | Dan Call Farm | Lunch | 27 |

| Start Date | Start Time | Timeline Item | Description |
|------------|------------|--|--|
| 05/04/2024 | 9:30am | Morning Catering Set Inside Farm House | |
| 05/04/2024 | 9:45am | Board Arrives | |
| 05/04/2024 | 10:00am | Board Meeting Begins | Meeting will take place in the Farm House. |
| 05/04/2024 | 12:00pm | DCF Tour | Original Water Source |
| 05/04/2024 | 12:45pm | Lunch Set | Inside the outdoor tent. |
| 05/04/2024 | 1:00pm | Lunch Begins | |
| 05/04/2024 | 2:00pm | Board Meeting Continues | Guests move back to the Farm House. |
| 05/04/2024 | 3:00pm | Depart for NGD | |

| Sat, 05/04/2024 | Light Breakfast & Beverages - 9:30am - Dan Call Farm | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Light Continental **VIP Presentation** Menu Package Price | 27 | \$25.00 | \$675.00 |
| Featuring | Assorted Muffins (V) Seasonal Fresh Fruit (Vegan, AVG) Smoked Salmon Display Capers, Herbed Cream Cheese, Bagels | | | |
| Beverages | Keurig Coffee & Hot Tea Service Starbucks K-Cups (Regular & Decaf), Hot Tea K-Cups, Assorted Sweeteners, Regular & Vanilla Creamer, Honey, Lemons | | | |

| | Non-Alcoholic Refreshments | | | |
|------------------|--|----|--------|----------|
| Including | Orange Juice Each **Individual bottles** | 12 | \$5.00 | \$60.00 |
| | Path Water Each (25) Placed on the board table at each place setting, extras available for guests on the station. | 36 | \$5.00 | \$180.00 |

| | | | | |
|--|---|----|--------|---------|
| | Non-Alcoholic Refreshments | | | |
| | <i>**Provide the board table bottles to Malcolm**</i> Sparkling Water Each | 12 | \$3.00 | \$36.00 |

| | | | | |
|--------------------------|---|---|----------|----------|
| | Setup and Service Details | | | |
| Room Set-Up | Layout Notes: Existing counter inside the Farm House utilized for food & beverage service. | | | |
| Service Equipment | Keurig Machine | 1 | \$150.00 | \$150.00 |
| Serviceware | Disposable Service Small Plates, Utensils, Napkins, Hot Cups & Lids | | | |
| Staff Fees | All Day Staff Fee Staff to set-up, service and tear down after event. <i>**Includes (2) hourly team members for 8 hours**</i> | 1 | \$352.00 | \$352.00 |

| Sat, 05/04/2024 | Lunch - 1:00pm - Dan Call Farm | Qty | Price | Total |
|----------------------|---|-----|---------|----------|
| | Bento Box Lunches <i>**All meals packaged in bento boxes with name/menu cards on top**</i> Menu Package Price | 27 | \$32.00 | \$864.00 |
| Featuring | Turkey BLT Sandwich Each Turkey, Bacon, Lettuce, Tomato, Garlic Aioli Crispy Apple Kale Salad Love & Whiskey Pecan Cheesecake Napkin Rollup | 23 | | |
| Special Meals | Luis Turkey BLT Sandwich Crispy Apple Kale Salad (no cheese) Fresh Seasonal Fruit Salad Napkin Rollup | 1 | | |
| | Mary Turkey BLT Sandwich (low carb bread) Crispy Apple Kale Salad Fresh Seasonal Fruit Salad Napkin Rollup | 1 | | |
| | Donna Turkey BLT Sandwich Crispy Kale Salad (no apple) Crudités with Hummus Napkin Rollup | 1 | | |
| | Chavonne Seared Salmon with Wilted Spinach Crispy Kale Salad (no apple) Crudités with Hummus Napkin Rollup | 1 | | |

| | | | | |
|--------------------------|---|----|---------|----------|
| | Non-Alcoholic Refreshments | | | |
| Including | Lavender Lemonade per Gallon | 3 | \$55.00 | \$165.00 |
| | Cucumber Lime Infused Water Dispenser | 1 | \$35.00 | \$35.00 |
| | Coke Soft Drinks Each Coca-Cola, Diet Coke, Sprite | 12 | \$3.00 | \$36.00 |
| | Sparkling Water Each | 12 | \$3.00 | \$36.00 |
| Beverage Supplies | Fresh Ice Bucket with Scoop | 1 | | |

| Setup and Service Details | | | | |
|---------------------------|--|--|--|--|
| Lunch Set-Up | Layout Notes: Lunch will be served under a tent on the lawn outside the Farm House. Catering Tables: Malcolm has rented (2) 6' tables with linens to be utilized for the catering stations. | | | |
| Serviceware | Disposable Service Napkin Roll-Ups, Tossware Cups, Beverage Napkins | | | |

| CHARGES | | | | | |
|----------|------------|------------------------|-------------------|-------------------|------------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$1,039.50 | \$91.48 | \$137.21 | \$110.27 | \$1,378.46 |
| Beverage | \$615.50 | \$54.17 | \$81.24 | \$65.29 | \$816.20 |
| Set-Up | \$934.00 | \$51.22 | \$76.82 | \$61.74 | \$1,123.78 |
| Totals | \$2,589.00 | \$196.87 | \$295.27 | \$237.30 | \$3,318.44 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$3,318.44 |

| Payment Arrangements | |
|----------------------|--|
| | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.

CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-405872-1
Event Name: 2nd Annual Spirits on the Rise Summit
Event Date: Tuesday, April 16, 2024
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone:

Contact Information

| | |
|--|---|
| Company: Uncle Nearest | Work Phone: |
| Contact: Lauren Knowles | Mobile Phone: |
| Address: 3125 US-321 North Shelbyville, TN 37160 | Email: lauren.knowles@unclenearest.com |

2nd Annual Spirits on the Rise Summit

| Date | Time | Location | Function | # |
|-----------------|----------------|-------------------|-----------------|-----|
| Tue, 04/16/2024 | 8:00am-9:00am | Humble Baron Bar | Breakfast | 273 |
| Tue, 04/16/2024 | 8:00am-5:00pm | Humble Baron Bar | All Day Service | 273 |
| Tue, 04/16/2024 | 12:00pm-2:00pm | Humble Baron Bar | Lunch | 273 |
| Tue, 04/16/2024 | 5:00pm-8:00pm | Humble Baron Bar | Dinner | 273 |
| Tue, 04/16/2024 | 5:00pm-8:00pm | Humble Baron Lawn | Reception | 273 |

| Tue, 04/16/2024 | Breakfast - 8:00am - Humble Baron Bar | Qty | Price | Total |
|------------------|--|-----|---------|------------|
| | Breakfast - Continental Classic Menu Package Price | 273 | \$25.00 | \$6,825.00 |
| Featuring | Assortment of Muffins (V) Assortment of Bagels (V) Low-Fat Fruit Yogurts (V) Seasonal Fresh Fruit (V, AVG) Spreads Cream Cheese, Butter, Peanut Butter, Jam | | | |
| Beverages | Freshly Brewed Coffee Regular, Decaf, Creamer, Sweeteners Orange Juice Ice Water Dispensers | | | |

| | Setup and Service Details | | | |
|-------------------|--|---|----------|----------|
| Staff Fees | Catering Attendants Staff to set-up, service and tear down after event. | 6 | \$125.00 | \$750.00 |

| Tue, 04/16/2024 | All Day Service - 8:00am - Humble Baron Bar | Qty | Price | Total |
|----------------------|---|-----|---------|----------|
| | All Day Breaks | | | |
| Grab & Go | Whole Fruit (V2, AVG) per Dozen | 6 | \$20.00 | \$120.00 |
| | Granola Bars (V) per Dozen | 6 | \$25.00 | \$150.00 |
| | Individual Bags of Chips (V) per Dozen | 6 | \$40.00 | \$240.00 |
| | Individual Bags of Pretzels (V) per Dozen | 6 | \$30.00 | \$180.00 |

| Non-Alcoholic Refreshments | | | | |
|----------------------------|---|-----|---------|----------|
| Including | All beverages will be offered on a consumption basis. Final balance will be based on actual consumption. <i>**QTY listed is an estimate for planning purposes**</i> | | | |
| | Bottled Water Each | 150 | \$3.00 | \$450.00 |
| | Coke Soft Drinks Each | 100 | \$2.00 | \$200.00 |
| | Water Stations per Dispenser Ice Water Dispensers, Fresh Fruits, Vegetables & Herbs to mix in for an infused option. | 6 | \$25.00 | \$150.00 |

| Setup and Service Details | | | | |
|---------------------------|--|---|----------|----------|
| Staff Fees | Service Personnel To monitor the beverage / snacks stations throughout the day. | 1 | \$250.00 | \$250.00 |

| Tue, 04/16/2024 | Lunch - 12:00pm - Humble Baron Bar | Qty | Price | Total |
|--------------------------|--|-----|---------|------------|
| | Box Lunches Menu Package Price | 273 | \$15.00 | \$4,095.00 |
| Featuring | <i>**Boxes separated and identified by sandwich type**</i> Oven-Roasted Turkey Sandwich Each Cheddar Cheese, Lettuce, Tomato, Herb Aioli, Artisan Roll | 125 | | |
| | Smoked Ham Sandwich Each Swiss, Lettuce, Tomatoes, Whole-Grain Mustard, Artisan Roll | 125 | | |
| | Grilled Vegetable Wrap (V) Each Grilled Seasonal Vegetables, Roasted Garlic Hummus | 23 | | |
| Each Box Includes | Potato Salad (V, AVG) Chocolate Chip Cookie (V) Napkin & Fork | | | |

| Tue, 04/16/2024 | Dinner - 5:00pm - Humble Baron Bar | Qty | Price | Total |
|-------------------|---|-----|---------|-------------|
| | Chef's Table - Classic Dinner Menu Package Price | 273 | \$55.00 | \$15,015.00 |
| Entrées | Chef-Carved Smoked Ribeye (AVG) Horseradish Cream Sauce Wild Salmon (AVG) Chardonnay Butter Emulsion | | | |
| Hot Sides | Sautéed Haricot Verts (V2, AVG) Dill, Shallots, Tomatoes Goey Mac & Cheese (V) Fontina, Gruyere, Cheddar Cheese Salt Roasted Yukon Gold Potatoes (V, AVG) Garlic Butter, Scallion Sour Cream | | | |
| Cold Sides | Tomatoes, Mozzarella & Basil (V, AVG) Cold-Pressed Olive Oil, Balsamic Glaze, Maldon Flakes Grilled & Chilled Asparagus (V, AVG) Lemon Aioli, Peruvian Peppers, Shaved Parmesan | | | |
| Desserts | Salted Caramel Cake (V) Yellow Butter Cake, Caramel | | | |

| Hosted Bar Service | | | | |
|--------------------|---|-----|---------|------------|
| Includes | All beverages will be offered on a consumption basis. Final balance will be based on actual consumption. **QTY listed is an estimate for planning purposes - based on approximately 1 per guest, factoring in the Emerging Brands Fair outside** | | | |
| | Spirits - per drink <i>Price ranges from 13-15.00 per drink, based on final selection.</i> | 125 | \$15.00 | \$1,875.00 |
| | Signature Batched Cocktails - per drink | 50 | \$14.00 | \$700.00 |
| | Wine by the Glass - each Sparkling, Rose, White + Red Selections | 25 | \$13.00 | \$325.00 |
| | Draft Beer - each | 25 | \$7.00 | \$175.00 |
| | Bottled Beer - each | 25 | \$6.00 | \$150.00 |
| | Soft Drinks - each | 25 | \$2.00 | \$50.00 |
| | Bottled Water - each | 12 | \$2.25 | \$27.00 |

| Setup and Service Details | | | | |
|---------------------------|---|----|----------|------------|
| Staff Fees | Chef Attendant Staff to set-up, carve and tear down the carving station after the event. | 2 | \$125.00 | \$250.00 |
| | Bartender Fee Staff to set-up, service and tear down after the event. | 10 | \$150.00 | \$1,500.00 |
| | Service Personnel Staff to set-up, service and tear down after the event. | 8 | \$125.00 | \$1,000.00 |

| Tue, 04/16/2024 | Reception - 5:00pm - Humble Baron Lawn | Qty | Price | Total |
|------------------------------|---|-----|---------|------------|
| Reception Experiences | | | | |
| Featuring | Grazing Farm Table Charcuterie per Guest Assortment of Artisan Breads & Crackers, Local Selection of Sliced Meats, Cheeses, Dips & Spreads, Fresh Seasonal Fruits, Garden Fresh Vegetables, Marinated Olives, Assorted Mustards, Local Honey, Jam | 200 | \$18.00 | \$3,600.00 |

| Setup and Service Details | | | | |
|---------------------------|--|---|----------|----------|
| Staff Fees | Service Personnel Staff to set-up, service and tear down after the event. | 2 | \$125.00 | \$250.00 |

| CHARGES | | | | | |
|----------|-------------|------------------------|-------------------|-------------------|-------------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$29,542.50 | \$2,599.74 | \$3,899.61 | \$3,133.88 | \$39,175.73 |
| Beverage | \$4,784.50 | \$421.04 | \$631.55 | \$942.54 | \$6,779.63 |
| Set-Up | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 |
| Totals | \$38,327.00 | \$3,020.78 | \$4,531.16 | \$4,076.42 | \$49,955.36 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$49,955.36 |

| Payment Arrangements | |
|----------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ **Date:** _____

EXHIBIT B



Keith Weaver <keith.weaver@unclenearest.com>

Re: Humble Baron Catering and House Charges

Peter LaFemina <plafemina@nashwood.com>

Fri, Apr 12, 2024 at 12:20 PM

To: felicia.gallagher@unclenearest.com

Cc: Nancy Gregory <nancy.gregory@unclenearest.com>, Keith Weaver <keith.weaver@unclenearest.com>

Felicia:

I appreciate the thought and allow me to provide some background in response to your recommendation.

Humble Baron executed a Management Agreement with Levy, as Manager, that gives Manager the exclusive right to manage all F&B/retail operations at Humble Baron and Barrel House and to sell all F&B/retail items at those locations, including those items sold as catered services for offsite events (eg.-the distillery property). Gross receipts collected from F&B/retail sales belong to the Manager and Levy therefore is responsible for filing sales tax returns monthly under its business tax ID. Therefore, an affiliate relationship doesn't exist between NGD and Levy to treat the event billings as intercompany transactions.

Additionally, Levy is the employer and pays the HB/BHBBQ employees directly along with all other operating expenses incurred to operate the F&B/retail services. To the extent there is net positive cash available each month, Levy will remit that to HB after deducting its management fee. As Levy has been operating since the winter and into the early-Spring months, combined HB/BHBBQ operations have operated at a deficit during the soft season. That requires Levy to carry the working capital shortfall until it's reimbursed by HB/BHBBQ monthly. I see from Levy's ageing report that there is approximately \$100k in NGD catering and event invoices going back to November 2023 that have not been paid to Levy. That unfortunately means that Levy has to shoulder that working capital burden which it's not required to do under our contract.

I'm not aware of any NGD charges for services that are on HB's books that are unpaid, please let me know what you have on your books that you're referring to? If we're alluding to past cash transfers, then I think that's part of a larger discussion that we should engage in with Keith and I'm copying him here to keep him informed.

Thank you, Felicia, can you let me know when NGD can retire the outstanding receivables due to Levy?

With appreciation,
Peter

On Fri, Apr 12, 2024 at 8:56 AM <felicia.gallagher@unclenearest.com> wrote:

Peter.

There should be similar NGD charges on the HB books; so, we can discuss, but I think it is appropriate to treat these as intercompany payables/receivables between companies and reconcile monthly. With intercompany transactions, there is no actual cash that is exchanged.

Regards,

Felicia

Felicia Gallagher | SVP Finance & Planning | **Uncle Nearest, Inc.** | 3125 US-231 North | Shelbyville, TN 37160 |

C: 931.808.5378 | E: felicia.gallagher@unclenearest.com

Assistant: Delaney Still | E.gallagher.assistant@unclenearest.com

From: Peter LaFemina <plafemina@nashwood.com>
Sent: Friday, April 5, 2024 5:59 PM
To: Felicia Gallagher <felicia.gallagher@unclenearest.com>; Nancy Gregory <nancy.gregory@unclenearest.com>
Subject: Fwd: Humble Baron Catering and House Charges

Just checking in to see if you have any questions or concerns with these UN/NGD charges due to Levy? Some of them stretch back to November, let me know what I can do to help expedite payment or facilitate any issues.

Thanks,

Peter

----- Forwarded message -----

From: Parfitt, Crystal <cparfitt@levyrestaurants.com>
Date: Fri, Apr 5, 2024 at 2:35 PM
Subject: Humble Baron Catering and House Charges
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>, Nordby, Sarah <snordby@levyrestaurants.com>, Felicia Gallagher <felicia.gallagher@unclenearest.com>, Peter LaFemina <plafemina@nashwood.com>, Rutberg, Angela <arutberg@levyrestaurants.com>

Good afternoon –

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

Please let me know and if you need assistance with payment details.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com

The logo for Levy Restaurants, featuring the word "Levy" in a red, cursive script font.

Cell: 615.202.6534

www.levyrestaurants.com

From: Parfitt, Crystal
Sent: Tuesday, March 19, 2024 4:27 PM
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@Levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>; Peter LaFemina <plafemina@nashwood.com>
Subject: RE: [Ext] Re: Humble Baron Catering and House Charges

Good afternoon –

I hope your week is off to a great start.

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

The following billing notes will support the external customer catering invoices:

- 11/01/23 – Young Professional Series Meeting
 - This was paid by check and deposited into the previous Humble Baron account
- 11/02/23 – TN Economic Development Lunch
 - The client pre-paid Ciara prior to Levy/Infor being in place.
- 11/07/23 – Shelbyville-Bedford Partnership Annual Meeting
 - Keith agreed to pay \$6,000 for this event.
 - The remaining \$2,087 was paid for by Shelbyville-Bedford Partnership by check and also deposited into the previous Humble Baron account.

Please let me know if you have any questions or if you would like to schedule a call to review.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com



Cell: 615.202.6534

From: Parfitt, Crystal
Sent: Thursday, February 8, 2024 3:05 PM
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@Levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>
Subject: RE: [Ext] Re: Humble Baron Catering and House Charges

Sharon,

I am available at 615-202-6534 if you would like to pay with a credit card or if you have any questions.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com



Cell: 615.202.6534

www.levyrestaurants.com

From: Nancy Gregory <nancy.gregory@unclenearest.com>
Sent: Thursday, February 8, 2024 2:51 PM
To: Parfitt, Crystal <cparfitt@levyrestaurants.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>
Subject: [Ext] Re: Humble Baron Catering and House Charges

WARNING: This email originated from an external source and is potentially fraudulent. Do not click on links or attachments unless you are familiar with the sender.

Sharon

Please reconcile excel history. Thank you

On Thu, Feb 8, 2024 at 2:47 PM Parfitt, Crystal <cparfitt@levyrestaurants.com> wrote:

Good afternoon –

I hope you are having a great week.

Initial we thought it was the preference to include the House Charge AR on the profit sharing detail. After reviewing the balance sheet with Peter last week he would like us to bill back directly.

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

The following billing notes will support the external customer catering invoices:

- 11/01/23 – Young Professional Series Meeting
 - This was paid by check and deposited into the previous Humble Baron account
- 11/02/23 – TN Economic Development Lunch
 - The client pre-paid Ciara prior to Levy/Infor being in place.
- 11/07/23 – Shelbyville-Bedford Partnership Annual Meeting
 - Keith agreed to pay \$6,000 for this event.
 - The remaining \$2,087 was paid for by Shelbyville-Bedford Partnership by check and also deposited into the previous Humble Baron account.

Please let me know if you have any questions or if you would like to schedule a call to review.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com



Cell: 615.202.6534

www.levyrestaurants.com

--

Nancy Gregory

Controller

Uncle Nearest, Inc.

Nearest Green Distillery

3125 Hwy 231 N.

Shelbyville, TN 37160

C: 615.509.2527

nancy.gregory@unclenearest.com

EXHIBIT C

Uncle Nearest, Inc. - 001 (Consolidated)
A/P Summary
As of December 31, 2025

| Vendor | Total Open Balance |
|--|-------------------------------|
| 3 Tier Compliance | \$3,750.00 |
| 360 Marketing & Events | \$3,000.00 |
| 5475 Days LLC | \$1,000.00 |
| 580 Graphics | \$4,674.24 |
| 90 Proof, LLC | \$5,000.00 |
| Accuxel CPA | \$31,000.00 |
| Adams & Reese LLP | \$3,886.56 |
| Adenus Technologies LLC | \$576.20 |
| Advanced Spirits, LLC | \$595,350.35 |
| Affinity Technology Partners | \$229,210.47 |
| AG&E Associates | \$6,000.00 |
| Agency 21 Consulting LLC | \$38,000.00 |
| ALAIN VINY Ramp | \$260.88 |
| Alchemy Merch | \$4,500.00 |
| Alicia Cole | \$3,100.00 |
| All Star Fire Protection, Inc. | \$6,362.00 |
| Altura Leadership Consulting group | \$30,000.00 |
| American Marketing & Publishing, LLC | \$2,030.38 |
| Another Round Another Rally | \$10,000.00 |
| Aquapoint.3 LLC | \$100.53 |
| Arlington Capital Advisors | \$17,900.11 |
| Arrow Utility Resources, LLC | \$40,500.00 |
| AT&T | \$3,962.87 |
| AT&T - Fawn Weaver | \$3,735.38 |
| Athens Distributing Co of Nashville | \$2,575.05 |
| Austin Gray Design Group - AGDG | \$2,120.00 |
| Auto-Chlor System | \$3,187.69 |
| Avid Marketing Group | \$60,021.19 |
| Axper USA Inc. | \$14,140.00 |
| Badger Liquor | \$2,651.32 |
| BCI Buckeye Corrugated | \$18,501.24 |
| BCUD 0049-04100-004 | \$20.58 |
| Beaver Engineering, Inc. | \$137,435.28 |
| Bedford County Property Taxes | \$324,172.00 |
| Bedford County Utility District | \$3,622.23 |
| Belcher Sykes Harrington, PLLC | \$26,323.82 |
| Belmark Inc | \$45,592.00 |
| Benchmark Beverage | \$8.48 |
| Berkshire Hathaway Homestate Co (National Indemnity) | \$7,521.83 |
| Berlin Packaging, LLC | \$310,537.26 |
| Better Business Solutions | \$387.82 |
| Billups, LLC | \$286,258.19 |
| Black Sheep LLC- Jon Santer | \$1,500.00 |

| | |
|---|--------------|
| BLC Communications, LLC | \$67,084.50 |
| Blue Kangaroo Design LTD | \$4,322.99 |
| Blue Label Packaging Co | \$341,041.63 |
| BME Services LLC | \$110,132.36 |
| Boelter | \$29,962.72 |
| Brandon Wright | \$487.12 |
| Brewing & Distilling Analytical Services, LLC | \$3,361.12 |
| Butler Snow LLP | \$26,026.00 |
| Cabinet Lex & G | \$240.00 |
| Cape Cod & Islands Appraisal Group LLP | \$1,500.00 |
| Carlson Insurance Group LLC-AFCO | \$35,128.08 |
| Cass Services, LLC | \$10,422.00 |
| Catalyst Design Group | \$3,600.00 |
| Center Stage Merchandising | \$7,627.12 |
| Charles Ann Enterprises Inc. DBA Units of Nashville | \$266.26 |
| Charrise Gordon | \$3,265.00 |
| Chris Cabrera Culture | \$1,500.00 |
| Cincinnati Insurance | \$41,092.00 |
| Cincy Black Travel | \$2,250.00 |
| Clark's Garage Door Company | \$95.00 |
| Clear Channel Outdoor | \$271,821.21 |
| COLLIGNON SEBASTIEN | \$1,746.19 |
| Comcast/Effectv | \$255.00 |
| Conceptual Concrete Design LLC | \$7,200.00 |
| Concur Technologies, Inc | \$4,316.32 |
| Contemporary Media, Inc. | \$500.00 |
| Conversant | \$415,165.09 |
| CORE (Children of Restaurant Employees) | \$2,500.00 |
| Core Bar Consulting, LLC | \$1,500.00 |
| Corkcicle | \$5,168.77 |
| Cursive Solutions, Inc. | \$108,191.84 |
| Daisy's Po'Boy & Tavern | \$2,000.00 |
| Dash Funding Source | \$0.00 |
| Datasite | \$5,196.38 |
| David Neeley | \$442.00 |
| DC Arena LP DBA Monumental Sports and Entertainment | \$72,222.50 |
| DE LAGE LANDEN FINANCIAL SERVICES, INC | \$11,954.30 |
| Deluxe | \$193,077.40 |
| Deluxe- 20UNCNEA | \$859,695.49 |
| Distilled Resources, Inc. | \$136,594.05 |
| Distilled Spirits Council of the United States | \$30,000.00 |
| Dragon Spirits Marketing, Inc. | \$30,189.32 |
| DTALS Incorporated | \$2,763.50 |
| Duck River Electric Membership Corp. -3002 | \$11,039.54 |
| DWR Enterprises | \$2,550.00 |
| Ecolab Pest Elimination | \$23,514.36 |
| Edgartown Water Department | \$444.03 |
| Elaborate Images | \$144.99 |
| Eli Brown | \$10,000.00 |
| Elyse V Ruinn | \$500.00 |

| | |
|---|----------------|
| Epic Packaging Group | \$39,822.84 |
| Epsilon Lambda Charitable Foundation | \$2,500.00 |
| Equiano Rum | \$842,829.74 |
| ESP Fire Protection, LLC | \$1,304.00 |
| Eversource | \$1,923.42 |
| Exchange Media Group, Inc | \$12,024.00 |
| Farryn Burkham of Augusta Media | \$20,000.00 |
| FedEx | \$38.19 |
| Ferris Associates Limited | \$0.00 |
| Firebirds International, LLC | \$2,500.00 |
| Fogel & Potamianos, LLP | \$9,153.00 |
| Ford | \$1,677.99 |
| Forklift Systems Inc. | \$607.98 |
| Franklin Chamber of Commerce | \$5,000.00 |
| Franklin County Chamber Champion | \$5,200.00 |
| Freshworks | \$2,646.00 |
| FT Publications Inc | \$8,333.00 |
| Gan Assurance | \$7,872.90 |
| Genesis Global Recruiting Inc. | \$1,418,759.53 |
| Genesis Global Workforce Solutions | \$0.00 |
| Goo Goo Cluster | \$3,728.16 |
| Goodland Supply | \$0.00 |
| GooGoo Cluster | \$3,728.16 |
| Gotham Insurance | \$0.00 |
| Gradus Inc. LLC - DBA Mickey's Popcorn | \$884.64 |
| GREENBERG TRAUIG LLP | \$3,807.50 |
| Growth Ledge Agency | \$3,162.50 |
| Gunderson Dettmer | \$268,739.00 |
| Herald A | \$8,170.92 |
| Herring Technology | \$85,657.00 |
| Himmels Architectural Door and Hardware | \$5,196.26 |
| Hire Dragons | \$18,642.78 |
| HNB-Huntington Bank | \$4,726.18 |
| Hopkins Farms Broadcasting, Inc. | \$250.00 |
| Howard University | \$0.00 |
| Hudson Group (HG) Retail LLC | \$13,000.00 |
| Hue & Cry Limited | \$8,416.47 |
| Humble Baron | \$14,037.87 |
| Huntington | \$1,125.28 |
| Huntingtown Auto Spa | \$112.53 |
| Hyatt | \$900.00 |
| iGo Marketing & Entertainment | \$13,333.33 |
| iHeartMedia, Inc | \$117,799.84 |
| Imbibe Media, Inc. | \$42,105.00 |
| Incorporating Services, Ltd | \$16,461.32 |
| Industrial Logistics Group | \$1,975.00 |
| Ingram Content Group | \$22,535.10 |
| Intelligent Office of Nashville | \$4,244.80 |
| Irell & Manella LLP | \$57,194.09 |
| Isabelle Couprie | \$47,010.60 |

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| IST Services & Communications | \$6,468.80 |
| ITNOLAP Pallet & Crafting, Inc. | \$1,357.00 |
| Ivy Mix | \$1,500.00 |
| Jack From Brooklyn- Deficit Funding | \$46,627.01 |
| Jazmin Gardner | \$1,316.25 |
| Johnson Brothers Maverick | \$19.96 |
| Johnson University | \$6,922.00 |
| Jonas Velarde | \$517.50 |
| Jones Distribution | \$6,453.04 |
| Journey For Good Foundation | \$12,250.00 |
| JPM Chase | \$1,731.34 |
| JT Disposal | \$68.00 |
| JumpCrew LLC | \$4,000.00 |
| Kacs Marketing | \$20,000.00 |
| Kate Gerwin | \$1,500.00 |
| Katsky Korins LLP | \$30,468.00 |
| Kentfield Marketing Group, LLC | \$407.44 |
| Koorsen Fire & Security | \$5,500.00 |
| KPMG | \$26,845.00 |
| Lakeway Publishers | \$2.00 |
| Lamar Companies | \$44,531.25 |
| Landreau Agro | \$19,645.22 |
| Launi King | \$39,937.50 |
| Lease Direct | \$318.10 |
| Lee Company | \$10,428.11 |
| Levi Gotsman | \$1,160.10 |
| Levy / Humble Baron, Inc. | \$26,056.97 |
| Life University | \$10,710.00 |
| Liquor Bottle Packaging International, LLC | \$30,147.83 |
| LocaliQ | \$9,821.95 |
| LocaliQ USA Today Network - acct 1142698 | \$24,178.60 |
| Logo Brands | \$6,233.86 |
| Logo Brands - Retail | \$15,845.89 |
| Lohr Distributing Co-Stl City | \$7.67 |
| Loomis Armored US, LLC | \$8,393.82 |
| Louisville Seventh 3PL | \$1,086.00 |
| Lush Tastings LLC | \$3,500.00 |
| Lymion Group Inc DBA Overproof | \$20,430.00 |
| Main Street Murfreesboro | \$3,000.00 |
| Mandlik & Rhodes | \$1,233.75 |
| Maplebear Inc. DBA Instacart | \$20,612.21 |
| Marabou, Inc F/S/O Jeffrey Wright | \$600,000.00 |
| Marshall's Haute Sauce | \$1,100.00 |
| MarkeTeam, Inc | \$2,600.00 |
| Martignetti | \$134.00 |
| Mary Gonzales Ramp | \$1,299.00 |
| Matanguy SAS | \$77,496.98 |
| Matthew Herman | \$12,000.00 |
| MCC Magazines, LLC | \$3,500.00 |
| Melcher Media | \$50,733.45 |

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| Melisa Morales Velazquez | \$312.00 |
| Mercedes Auto Payment | \$1,306.48 |
| Mercury Design Studio | \$17,500.00 |
| Metro Lynchburg | \$29.17 |
| Metropolitan Moore Co Utility | \$74.29 |
| Michael George | \$10,000.00 |
| Mickey's Popcorn | \$884.64 |
| Midwest Promotional Models Inc | \$4,344.19 |
| Milano Promotional Services, Inc | \$554.29 |
| Miller Barondess, LLP | \$91,529.13 |
| Minuteman Press | \$121.74 |
| Monalto Corporate Events, Inc. | \$1,207,126.30 |
| Mora Chagoya | \$459.50 |
| Morgan, Lewis & Bockius LLP | \$287,999.92 |
| Movie Prod | \$2,619.45 |
| Mustard Seed Restaurant 2 LLC dba Daisy's Po'Boy & Tave | \$2,000.00 |
| Myers Concert Productions | \$500.00 |
| Nashville Communications | \$13,252.35 |
| Nashwood | \$50,000.00 |
| National Museum of African American Music | \$5,000.00 |
| Nationwide Distribution Services, Inc | \$41,021.87 |
| Newpoint Advisors Corp. | \$28,437.58 |
| Nicholas A Sensley | \$21,049.00 |
| Nicole Rush | \$7,500.00 |
| Ninety Proof Media | \$5,000.00 |
| North Mill Equipment Finance | \$1,004.29 |
| Northstar Spirits | \$173.68 |
| Nuso, LLC | \$6,450.86 |
| Oakdale Golf & Country Club | \$2,600.00 |
| Oasis W & S, LLC | \$43.62 |
| Odom NW Beverages | \$114.92 |
| Omar Seneriz | \$2,300.00 |
| Optima Program | \$2,234.00 |
| Oracle America Inc | \$581,000.33 |
| Oracle Netsuite | \$3,832.25 |
| OS3D Visualization & Design INC | \$9,500.00 |
| Otis and Rosie Brown Foundation, Inc | \$500.00 |
| Owner: Square One / Remit To: Industrial Logistics Group LI | \$1,975.00 |
| Pacers Basketball LLC | \$16,068.00 |
| Packaging Corporation of America | \$59,841.66 |
| Patrick Henry Creative Promotions | \$1,500.00 |
| PayBev LLC | \$13,880.00 |
| Paypal | \$1,822.20 |
| Pendleton Group LLC | \$2,000.00 |
| Pj's Hvac and Repair | \$3,346.00 |
| PKF Arsilon | \$1,334.04 |
| PLCS Premier Luxury Car Service | \$2,068.85 |
| Pollinate Inc. | \$660,706.96 |
| Poppy & Peep -Retail | \$5,700.00 |
| Possessed by Spirits Inc | \$1,500.00 |

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| Prashant Dongare | \$3,870.58 |
| Pratt Corrugated Holdings, Inc | \$277,691.10 |
| Pride Home Solutions | \$17,287.51 |
| Procopio, Cory, Hargreaves & S | \$145,338.68 |
| Progress Wine Group- FL | \$126.24 |
| Provi | \$0.01 |
| Pye Barker Fire & Safety | \$6,362.00 |
| Questex LLC | \$41,510.96 |
| R&S Flooring LLC | \$2,500.00 |
| Randstad | \$91,269.55 |
| Ranger Station | \$525.24 |
| Republic National Distributing Company | \$22.82 |
| ReserveBar Holdings Corp | \$7,800.00 |
| RNDC, Montgomery, AL | \$89.82 |
| RNDC-NWS, LLC (formerly NWS) | \$36.20 |
| Rose Construction | \$3,400.11 |
| Roy & Associates CPA P.C. | \$1,500.00 |
| Rusken Packaging | \$8,874.25 |
| Rutherford County Chamber of Commerce | \$10,000.00 |
| S.A.S. Domaine D'Anatole | \$110.17 |
| Salary.com LLC | \$15,999.00 |
| San Diego Spirits Festival | \$16,560.00 |
| Sarah d Sousa | \$12,000.00 |
| Sarl eta Pierra Baudin | \$27,965.12 |
| Savariau | \$3,697.89 |
| Scorp Promo, Inc. | \$10,803.28 |
| Sean Carr | \$675.00 |
| Selas FTPA | \$2,840.24 |
| SevenFifty | \$800.00 |
| Shared Spirits, LLC. | \$10,225.00 |
| Shedd Aquarium | \$5,000.00 |
| Shelbyville Grand | \$13,000.00 |
| Shelbyville Lions Club | \$650.00 |
| Shelbyville-Bedford Partnership | \$20,000.00 |
| Sheralyn Bradley | \$3,712.74 |
| Sigma Supply of North America | \$4,597.23 |
| Signet | \$1,977.00 |
| Slicker Beverage Insights | \$58,704.97 |
| Social Coast Mobile Beverage Co. | \$19,851.00 |
| Southern Smoke Foundation | \$2,500.00 |
| Spector | \$797.46 |
| Speed Rack Inc | \$48,000.00 |
| SpeedPro | \$75.00 |
| Spirits Bartending Service LLC | \$3,712.74 |
| SquareWorks Consulting | \$15,518.00 |
| State of Tennessee Elevator Unit | \$90.00 |
| Steven Aturo | \$3,575.54 |
| Straight Up Collective, LLC | \$19,400.00 |
| Stratus of Nashville | \$1,125.00 |
| SUCO | \$2,250.00 |

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| Sunbelt Rentals | \$437.22 |
| Susan A Davidson | \$740.00 |
| Sysco | \$7,355.06 |
| System Scales Corp - Construction | \$1,239.00 |
| T2D Concepts LLC | \$2,000.00 |
| Tanisha Gaines | \$120.00 |
| Taylor Wessing | \$6,670.49 |
| Tennessee Department of Revenue - F&E Tax | \$66,012.93 |
| Tennessee Distilling Group | \$107,128.00 |
| Tennessee Logos, LLC | \$1,373.00 |
| Terracon Consultants, Inc | \$130,617.88 |
| Terrell Maddox | \$9,539.07 |
| The Brand Guild | \$246,296.81 |
| The Celebration | \$90,000.00 |
| The Cincinnati Insurance Companies | \$65,379.00 |
| The Express | \$274.38 |
| The Formulation Group | \$17,000.00 |
| The Keystone Group LLC | \$13,084.00 |
| The Mather Group, LLC | \$30,000.00 |
| The Monroe Companies, LLC | \$3,000.00 |
| The Only IMPACT Magazine LLC | \$1,000.00 |
| The UPS Store | \$4,499.32 |
| Thompson Burton PLLC | \$32,345.71 |
| Thoroughbred Spirits Group, LLC | \$29,915.84 |
| Thousand Oaks Barrel Co. | \$3,417.95 |
| Threds Inc | \$1,061.42 |
| ThreeStone Solutions LLC | \$10,425.00 |
| Tiffanie Barriere | \$1,500.00 |
| Tim Wiencek | \$2,800.00 |
| TN Dept of Environment & Conservation | \$1,974.83 |
| TN Dept of Revenue | \$8,029.69 |
| TN Labor & Workforce Development | \$150.95 |
| Tom Attwater Media | \$1,928.00 |
| Top Shelf Promotions, Inc. | \$11,747.48 |
| Total Quality Logistics | \$13,342.26 |
| Town of Edgartown | \$9,405.68 |
| TQL | \$11,325.46 |
| Tri Star Outdoors | \$300.00 |
| Tricorbraun Inc | \$423,025.99 |
| Triple Seat Software | \$528.06 |
| Troutman Pepper Locke LLP | \$116,066.50 |
| True North Consulting, LLC | \$170,750.00 |
| Uline | \$7,296.33 |
| UN/Empire | \$262,186.38 |
| Unifirst Coporation | \$3,246.30 |
| Unishippers | \$311.41 |
| United States Bartenders' Guild Inc. | \$1,500.00 |
| Upworks | \$17,262.67 |
| US Event Management | \$2,172.34 |
| US Standard Products Corp | \$1,560.90 |

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| VentraOps | \$199,120.00 |
| Verizon Business | \$7,814.12 |
| Vermont Information Processing, Inc, | \$13,993.22 |
| Villela CPA PLLC | \$15,000.00 |
| Virginia Tech University | \$20,273.50 |
| Vokent LLC | \$1,828.82 |
| Wedland Group | \$289,308.20 |
| Whistle Pig Rye | \$30,713.05 |
| WhistlePig, LLC | \$31,805.35 |
| White Door Events | \$1,168.98 |
| Willscot - Mobile Mini | \$16,031.47 |
| Wine Warehouse - | \$1,134.12 |
| Zimcal Asset Managment | \$0.00 |
| Zucconi Idea Agency Inc | \$3,500.00 |
| Unidentified Vendor | \$3,878,143.43 |
| TOTAL: | <u>\$20,143,518.23</u> |

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

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|-------------------------------|---|-------------------------|
| FARM CREDIT MID-AMERICA, PCA, |) | |
| |) | |
| Plaintiff, |) | Case No. 4:25-cv-38 |
| |) | |
| v. |) | Judge Atchley |
| |) | |
| UNCLE NEAREST, INC., et al., |) | Magistrate Judge Steger |
| |) | |
| Defendants. |) | |
| |) | |

**SUPPLEMENTAL BRIEF OF SHELBYVILLE BARREL HOUSE BBQ TO
MOTION FOR CLARIFICATION OF RECEIVERSHIP ORDER AND STATEMENT
OF FARM CREDIT**

Shelbyville Barrel House BBQ, LLC (“SBH”), by and through its undersigned counsel, provides this supplemental brief with regard to the *Receiver’s Motion for Clarification of Receivership Order* (the “Motion to Clarify”)¹ and the *Statement of Farm Credit Mid-America, PCA in Support of Motion for Clarification of Receivership Order* (the “Farm Credit Statement”),² through which the Receiver and Farm Credit (collectively, the “Movants”) seek to divest SBH, and its board and shareholder, of their control of the company and place the company and its assets into receivership. In support of this Brief, SBH incorporates the Declaration of Keith Weaver (the “Keith Weaver Declaration”), attached as **Exhibit 1**, and asserts and alleges as follows:

BACKGROUND

1. On October 21, 2025, SBH filed its initial response to the Motion to Clarify and the Farm Credit Statement. This Supplemental Brief provides the underlying documentation of the

¹ Dkt. 41.
² Dkt. 44.

transactions involving SBH and Uncle Nearest, a description of the business purposes behind those transactions, and proof of no commingling of the finances of Uncle Nearest and SBH. Further, this Supplemental Brief provides documentation as to the adherence to corporate formalities by SBH which demonstrates that SBH and Uncle Nearest are not alter egos.

2. SBH is a Tennessee limited liability company that was formed on August 25, 2022.³ Keith Weaver is the sole member of SBH.⁴

3. SBH has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).⁵

4. SBH has separate bank accounts from the Uncle Nearest Entities and has not exercised, and does not exercise, any control over the bank accounts or operations, financial or otherwise, of the Uncle Nearest entities.⁶ Likewise, the Uncle Nearest entities exercise no control over the bank accounts or operations, financial or otherwise, of SBH. SBH’s operating licenses are all in its own name, not in the name of any of the Uncle Nearest entities.⁷

5. SBH owns and operates Chuck’s Barrel House BBQ II under a Lease Agreement dated December 17, 2018 (the “Lease”)⁸ and a Franchise Agreement dated September 1, 2022 (the “Franchise Agreement”) with Charles W. Baker, Jr. (the “Franchisor”).⁹ Chuck’s Barrel House BBQ II is a walk-up restaurant concept that also serves beer and is located on the premises of the Nearest Green Distillery.¹⁰

³ Exhibit 1, ¶ 21.

⁴ Exhibit 1, ¶ 21.

⁵ Exhibit 1, ¶ 22.

⁶ Exhibit 1, ¶ 23.

⁷ Exhibit 1, ¶ 23.

⁸ Weaver Ex. 30.

⁹ Weaver Ex. 31.

¹⁰ Exhibit 1, ¶ 25.

6. Because SBH sells beer on-premise, the ownership and control of SBH is required under applicable law to be completely separate, directly and indirectly, from the ownership and control of Uncle Nearest, Inc. in accordance with applicable three-tier/tied house laws. Specifically, the Tennessee Code provides that “[n]o manufacturer, brewer or wholesaler shall have any interest in the business or building containing licensed premises of any other person having a license under this chapter, or in the fixtures of any such person.”¹¹ That separateness has been maintained between the Uncle Nearest entities and SBH at all times.

7. Tennessee law prohibits a distillery from selling alcohol by the glass except in very limited circumstances.¹² Those circumstances are limited to samples (free or for a fee) of the product manufactured by the distillery (not products manufactured by other distillers).¹³ Accordingly, if SBH were deemed part of Uncle Nearest, SBH would immediately be unable to sell any alcohol other than products produced by Uncle Nearest and would be restricted from selling any alcohol after 11 pm each evening. Accordingly, the separateness that has been maintained between SBH and Uncle Nearest has been critical to the very existence of SBH.

8. The history of Chuck’s Barrel House BBQ II is that, in light of the distillery’s remote location in Shelbyville Tennessee and the concern that visitors to the distillery would need food options, the management of Nearest Green Distillery approached the owner of Chuck’s Barrel House BBQ restaurant in Lynchburg, Tennessee (“Chuck’s”) regarding the opening up of a similar venue at the Nearest Green Distillery, which was under construction.¹⁴ The owner of Chuck’s, Charles Baker, II, agreed and entered into the Lease with Uncle Nearest Real Estate Holdings, LLC. Mr. Baker financed the build-out of Chuck’s Barrel House BBQ II and began operations in

¹¹ T.C.A. § 57-3-210(e).

¹² See T.C.A. § 57-3-202(i)(1).

¹³ Id.

¹⁴ Exhibit 1, ¶ 27.

2021.¹⁵ After operating Chuck's Barrel House BBQ II for approximately one year, Mr. Baker approached Keith Weaver regarding transferring ownership of the restaurant due to the owner's desire to focus on his Lynchburg location and other endeavors.¹⁶

9. In order to facilitate that transaction, Mr. Weaver formed SBH in August 2022 and entered into the Franchise Agreement with Mr. Baker (the "Franchisor").¹⁷ None of the Uncle Nearest entities are parties to the Franchise Agreement. Neither the Uncle Nearest entities, Keith Weaver, nor Fawn Weaver has any direct or indirect ownership interest in the Franchisor.¹⁸ Just as it was under the ownership of Mr. Baker, Chuck's Barrel House BBQ II, as operated by SBH, continues to maintain its own employees, bank accounts, vendors, receivables, payables, accounting, etc., completely separate and distinct from the operations of Uncle Nearest entities.¹⁹ Other than leasing its location from Uncle Nearest Real Estate Holdings, LLC in accordance with arms-length lease that was originally entered with Mr. Baker and providing certain catering and event related services, there is no business or financial connection to any of the Uncle Nearest Entities and each such business is controlled separately, as required under Tennessee law.²⁰

10. SBH operates a point of sale system through Toast that is not connected in any way to the accounting systems of the Uncle Nearest entities.²¹ The ERP system used by SBH is a F&B specific accounting system/ERP called R365. It is not used by or connected in any way to the Uncle Nearest Entities.²²

¹⁵ Exhibit 1, ¶ 27.

¹⁶ Exhibit 1, ¶ 27.

¹⁷ Exhibit 1, ¶ 28.

¹⁸ Exhibit 1, ¶ 28.

¹⁹ Exhibit 1, ¶ 28.

²⁰ Exhibit 1, ¶ 28.

²¹ Exhibit 1, ¶ 29.

²² Exhibit 1, ¶ 29.

11. The Receiver has not provided any detail or documentation for the alleged SBH invoices that were paid by Nearest Green Distillery, and SBH does not have access to the books and records of Nearest Green Distillery to pull that documentation. Consequently, it is impossible for SBH to address those allegations.

12. The transactions between the Uncle Nearest Entities and SBH relate primarily to promotional events that are catered by SBH or held on SBH's premises.²³ All such amounts are properly invoiced and the corporate formalities and separate accounting for both entities have been maintained.²⁴

13. The Lease does not require SBH to pay for or reimburse any of the Uncle Nearest Entities for any services related to the Nearest Green Distillery property.²⁵ Furthermore, as for janitorial services, the trash pickup is an expense for the facility as a whole and is contracted by the Landlord.²⁶ SBH performs its own janitorial service by its own staff, similar to how most restaurants operate.²⁷ There is no agreement for SBH to cover costs for trash pick-up or janitorial services that are contracted by Uncle Nearest. Consequently, since SBH is in fact not paying for utilities and other expenses for which it is not liable under the Lease, that is evidence of no commingling of funds between these entities.²⁸

14. In the Receiver's Declaration, the Receiver erroneously aggregates transactions between the Non-Parties, between the Non-Parties or Receivership Entities with "Unknown Accounts," and between the Non-Parties and the Receivership Entities, and concludes that the volume of such transactions is, itself, evidence of commingling. First, his argument that

²³ Exhibit 1, ¶ 30.

²⁴ Exhibit 1, ¶ 30.

²⁵ Exhibit 1, ¶ 31.

²⁶ Exhibit 1, ¶ 31.

²⁷ Exhibit 1, ¶ 31.

²⁸ Exhibit 1, ¶ 31.

transactions between Non-Parties, which do not involve the Receivership Entities, is somehow evidence of commingling with the Receivership Entities completely defies logic. Likewise, his argument that transactions between the Non-Parties or Receivership Entities with “Unknown Accounts” is evidence of commingling between the Non-Parties and the Receivership Entities is hard to even comprehend. His inability to identify the “Unknown Accounts” is simply evidence that he has not done even a basic amount of due diligence on this matter and nothing more. Finally, his assertion that the quantity of transactions between the Non-Parties and the Receivership Entities is evidence of commingling without reference to the specifics of the particular transactions and without any evidence of a lack of legitimate business purpose to each such transaction is invalid. The simple fact that a transaction or transactions occurred is not evidence of commingling in the absence of proof that the transactions lacked a legitimate business purpose for each entity involved in the transaction.

15. To the extent that the Receiver bases his argument on his need for further information about transactions, the Receiver has not demonstrated that placing SBH in receivership is the least intrusive way to get that information. The Receiver has not requested any information from SBH other than the bank records, all of which have been provided.²⁹ The Receiver has not asserted or alleged that he has requested any information from SBH that has not been provided. Consequently, the Receiver hasn’t even taken the first most basic step to obtain information regarding transactions between SBH and the Receivership Entities, much less sought to subpoena documents or depose relevant individuals regarding such transactions. Clearly, less intrusive measures than receivership are available to obtain information relating to the transactions. Consequently, placing SBH in receivership is unwarranted and inappropriate.

²⁹ Exhibit 1, ¶ 32.

16. The Receiver has not identified any specific property held by SBH that is property of the Receivership Estate. In fact, neither SBH nor any of its assets is property of the Receivership Estate.³⁰

ARGUMENT

17. In this diversity action, the law of Tennessee is applicable.³¹ The Movants seeking to include SBH in the receivership have the burden of proving entitlement to that relief.³²

18. As the Court noted in its September 30 Order, “[c]ourts have broad power and wide discretion to oversee the administration of a receivership.”³³ Further, the Court has the power to expand a receivership where the expansion is necessary to effectively safeguard assets of the receivership.³⁴ It is noteworthy that the vast majority of federal cases dealing with federal equity receiverships arise in securities fraud cases instituted by the SEC or other consumer fraud contexts. In the context of diversity jurisdiction, the courts have found that “[a] receiver is an extraordinary equitable remedy that is only justified in extreme situations.”³⁵

19. The cases addressing this issue indicate that expansion of a receivership estate should be done only “with utmost caution and justified only where there is a necessity to protect a party’s interest in property, legal and less drastic equitable remedies are inadequate, and the

³⁰ Exhibit 1, ¶ 32.

³¹ "Federal diversity jurisdiction provides an alternative forum for the adjudication of state-created rights, but it does not carry with it generation of rules of substantive law." *Gasperini v. Ctr. for Humans., Inc.*, 518 U.S. 415, 426-27, 116 S. Ct. 2211, 135 L. Ed. 2d 659 (1996). "Under the Erie doctrine, federal courts sitting in diversity apply state substantive law and federal procedural law." *Id.* at 427; *see also Kepley v. Lanz*, 715 F.3d 969, 972 (6th Cir. 2013) ("In diversity cases, a federal court must rely upon the substantive law of the forum state.").

³² *See Taylor Steel, Inc. v. Keeton*, 417 F.3d 598, 607 (6th Cir. 2005)(holding that party seeking to pierce corporate veil bears the burden of proof); *Oceanics Schools, Inc. v. Barbour*, 112 S.W.3d 135, 140 (Tenn. Ct. App. 2003)("The party wishing to pierce the corporate veil has the burden of presenting facts demonstrating that it is entitled to this equitable relief.")(citing *Schlater v. Haynie*, 833 S.W.2d 919, 925 (Tenn. Ct. App. 1991)).

³³ *Consumer Fin. Prot. v. Strafs, LLC*, No. 24-CV-40-EAW-MJR, 2025 U.S. Dist. LEXIS 98061, at *28 (W.D.N.Y. May 22, 2025)

³⁴ *See id.*

³⁵ *See, e.g., Rochester MSA Bldg. Co. v. UMB Bank, N.A.*, 2022 U.S. Dist. LEXIS 6184, at *17 (D. Minn. 2022)(quoting *Aviation Supply Corp. v. R.S.B.I. Aerospace, Inc.*, 999 F.2d 314, 316 (8th Cir. 1993)).

benefits of receivership outweigh the burdens on the affected parties.”³⁶ Where the requested expansion of a receivership is to bring in another company based on the doctrine of alter ego, the Court “must find that the party was an actor in the course of conduct constituting the abuse of corporate privilege – . . . [the court] may not apply the doctrine to prejudice an innocent third party.”³⁷

20. In analyzing the viability, or lack thereof, of the alter ego claims, in addition to applying federal law factors, the Court should also look to applicable state law requirements relating to alter ego.³⁸ Since the instant case is based on diversity jurisdiction, not federal question jurisdiction, and the claim at issue here is a simple breach of contract claim, not a securities fraud claim, the Court should look to state law in determining the alter ego question. Furthermore, since the receivership is merely procedural mechanism, not a form of relief, and since SBH has no existing obligations to Farm Credit, Farm Credit would ultimately have to prove alter ego status under Tennessee law in order to actually make SBH liable for any debts owed by Uncle Nearest to Farm Credit. Consequently, even if federal law still controls the question of expansion of the receivership, a relevant factor for the Court to consider within the federal standards is whether Farm Credit has a reasonable likelihood of maintaining a claim for alter ego under state law based on the facts presently before the Court.

21. In applying the federal factors first, as set forth in the Court’s September 30 Order, neither the Receiver nor Farm Credit has identified any specific assets of the receivership that are to be protected with respect to SBH. So, out of the gate, the Movants’ effort to expand the

³⁶ *CCUR Aviation Fin., LLC v. S. Aviation, Inc.*, No. 21-cv-60462-BLOOM/Valle, 2021 U.S. Dist. LEXIS 83769, *5 (S.D. Fla. May 3, 2021)(quoting *SEC v. Complete Bus. Sols. Grp.*, 2020 U.S. Dist. LEXIS 253062, at *2 (D. Nev. 1985).).

³⁷ *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

³⁸ *See id.*

receivership to include SBH must fail because the expansion of the receivership is not necessary “to safeguard assets and prevent their dissipation.” Further, Farm Credit has not established that SBH was funded by proceeds of some fraudulent scheme perpetrated by Uncle Nearest or any other bad actor, as is sometimes used to justify expanding receiverships to non-parties in cases where the public at large has been defrauded, such as in securities fraud actions and consumer fraud cases.³⁹ This receivership is based on a breach of contract claim, not a fraud claim.

22. The Movants’ effort also fails because they can’t meet the bare requirements that would be relevant to a determination that SBH should have a receiver appointed. The Motion to Clarify and the Statement by Farm Credit go far beyond what is simply an effort to protect assets that are property of the receivership from dissipation—this is an effort to wrest control over SBH based on mere allegations of potential facts and on factors significantly less rigorous than the very factors that the Court required to be considered in appointing the Receiver over Uncle Nearest in the first place. While Uncle Nearest had pledged all of its assets to secure the debt to Farm Credit, SBH is not liable on any debts to Farm Credit and has not pledged any of its assets to secure debts owed to Farm Credit. SBH is not a party to the Loan Documents and it has not defaulted on any obligations to Farm Credit. SBH should have at least an equivalent right to the same analysis and burden of proof for divesting its board of control over the business as Uncle Nearest’s board had in its defense of the initial Receivership Motion.

23. In the deciding the Receivership Motion, this Court noted multiple factors used by courts in the Sixth Circuit:

- (1) Whether the property at issue is in imminent danger of being lost, concealed, injured, diminished in value, or squandered;
- (2) Whether the Defendants have engaged in fraudulent conduct;

³⁹ See, e.g., *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

- (3) Whether legal remedies are inadequate;
- (4) Whether less drastic equitable remedies are available;
- (5) The likelihood that the appointment of a receiver would do more good than harm;
- (6) Whether there is inadequate security for the debts; and
- (7) Whether the debtor is insolvent.⁴⁰

24. Even if all of the allegations in the Motion to Clarify, Farm Credit's Statement, and the Receiver's other filings were assumed factually correct (they are not), those allegations still fail to establish the factors necessary for the appointment of a receiver with respect to SBH. The Movants have not identified any specific "property at issue" held by SBH in which the Receivership Estate has an interest, much less made any showing that such property is in imminent danger of being diminished. The Movants have made no showing that SBH has engaged in fraudulent conduct. Farm Credit has no legal or equitable remedies to assert against SBH because SBH is not obligated on any of the Farm Credit Loans, so there is no basis to say the legal remedies are inadequate or that less drastic equitable remedies are not available or even justified.

25. Expansion of the Receivership to include SBH would do more harm than good. The disruption to its operations, which includes operation of the bar facilities and events, as well as its pursuit of other potential locations for additional SBH bars, that would result from being placed under receivership would cause significant financial damages similar to the financial losses to the Uncle Nearest entities that have been caused by the Receivership, as even recognized by the Receiver. Furthermore, placing this entity in receivership and saddling the company with the expenses of the Receiver and his multitude of professionals would cause a significant increase in expenses for the company and the negative publicity that would impact its business and

⁴⁰ Dkt. 32, at 4 (citing *Pension Benefit Guar. Corp. v. Evans Tempcon, Inc.*, 630 F. App'x 410, 414 (6th Cir. 2015)).

investments. Further, such action would ultimately not benefit the Receivership Estate at all because there is no proof that would support a finding of alter ego status in any final judgment. Thus, the known actual harm to the company of placing it in receivership would significantly outweigh any prospective unknown, likely unrealizable, potential benefit of putting the company into receivership.

26. Farm Credit's citation to the status as administratively dissolved with the Tennessee Secretary of State due to lack of annual reports for the last two years has been remedied. In any event, the corporate status of SBH has no relevance because SBH is not in a parent-subsidary relationship with the Uncle Nearest entities. Consequently, even if the administrative dissolution could lead to revoking SBH's corporate status (it can't under Tennessee law⁴¹), the result would simply be that the assets and obligations of SBH would be deemed assets and obligations of the Trust. It wouldn't mean that those assets and liabilities would somehow escheat to the Uncle Nearest entities.

27. Since SBH is not obligated on the Farm Credit Loans and holds no collateral securing those Loans, the question of the adequacy of Farm Credit's security has no relevance.

28. Finally, Farm Credit has not provided any material evidence that SBH is insolvent or has been funded by assets of the Corporate Defendants. In sum, with respect to SBH, the Movants cannot prove any of the same factors with respect to SBH that this Court weighed in determining that Uncle Nearest should be under receivership control.

29. Since the Movants are disguising a general piercing of the corporate veil argument in the form of expansion of the receivership without identifying a single asset held by SBH that is collateral to Farm Credit or that belongs to the Receivership Estate, the effort should be dismissed

⁴¹ See T.C.A. § 48-24-202(c).

out of hand as inappropriate. At a minimum, the Movants should be required in this diversity action to meet the standard for piercing the corporate veil under state law.⁴²

30. The Sixth Circuit has held that “[u]nder the long-standing *Erie* doctrine, in actions brought in federal court invoking diversity jurisdiction, a court must apply the same substantive law as would have been applied if the action had been brought in a state court of the jurisdiction where the federal court is located.”⁴³ “When the success of a state law claim brought in federal court under diversity jurisdiction is dependent on piercing the corporate veil, this question of substantive law is governed by the law of the state in which the federal court sits.”⁴⁴ Since this Court sits in Tennessee, Tennessee law is applicable with respect to the question of piercing the corporate veil and alter ego analysis.

31. Earlier this year, in *Youree v. Recovery House of E. Tenn., LLC*,⁴⁵ the Tennessee Supreme Court comprehensively addressed the state of the law in Tennessee regarding “alter ego” claims and piercing the corporate veil. First, the court noted that the term “alter ego” was simply a “rhetorical device or picturesque term” that only confuses the fact that what is actually sought is piercing of the corporate veil.⁴⁶ The court also recognized that corporate separateness is presumed and that Tennessee courts give substantial weight to that presumption.⁴⁷

32. The court then confirmed the three elements, first articulated in *Continental Bankers Life Insurance Co. of the South v. Bank of Alamo*,⁴⁸ that have to be proved in order to pierce a corporate veil as follows:

⁴² See *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

⁴³ *Corrigan v. U.S. Steel Corp.*, 478 F.3d 718, 723 (6th Cir. 2007)(citing *Equitable Life Assurance Soc’y of the U.S. v. Poe*, 143 F.3d 1013, 1016 (6th Cir. 1998)).

⁴⁴ *Id.*

⁴⁵ 705 S.W.3d 193, 206-12 (Tenn. 2025).

⁴⁶ *Id.* at 208.

⁴⁷ *Id.* at 207.

⁴⁸ 578 S.W.2d 625 (Tenn. 1979).

- (1) Control over the entity, not only of finances, but of policy and business practice in respect to the transaction under attack, so that the entity, as to that transaction, had no separate mind, will, or existence of its own;
- (2) The control must have been used to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of a third party's rights; and
- (3) The control and fraud, wrong, violation, or injustice must have proximately caused the injury or unjust loss complained of.⁴⁹

33. The *Youree* court further found that certain factors outlined in *Federal Deposit Ins. Corp. v. Allen*,⁵⁰

have their place in the analysis . . . [but] do not constitute a separate test. They are merely a list of circumstances that often may be relevant to the existence of one or more of the three *Continental Bankers* elements. Thus, the eleven circumstances listed in *Allen*, or any other relevant circumstance, may be used in determining whether the three required elements from *Continental Bankers* have been established.⁵¹

The *Allen* factors are as follows:

Factors to be considered in determining whether to disregard the corporate veil include not only whether the entity has been used to work a fraud or injustice in contravention of public policy, but also: (1) whether there was a failure to collect paid in capital; (2) whether the corporation was grossly undercapitalized; (3) the non-issuance of stock certificates; (4) the sole ownership of stock by one individual; (5) the use of the same office or business location; (6) the employment of the same employees or attorneys; (7) the use of the corporation as an instrumentality or business conduit for an individual or another corporation; (8) the diversion of corporate assets by or to a stockholder or other entity to the detriment of creditors, or the manipulation of assets and liabilities in another; (9) the use of the corporation as a subterfuge in illegal transactions; (10) the formation and use of the corporation to transfer to it the existing liability of another person or entity; and (11) the failure to maintain arm's-length relationships among related entities.⁵²

The *Youree* court then further cautioned

that checking items off a list is not a substitute for a purposive analysis of whether the *Continental Bankers* elements have been established. Regardless of the specific

⁴⁹ *Id.* at 637.

⁵⁰ 584 F. Supp. 386 (E.D. Tenn. 1984).

⁵¹ *Youree*, 705 S.W.3d at 211.

⁵² *Id.* at 210 (quoting *Allen*, 584 F. Supp. at 397).

circumstances at issue, they must demonstrate all three elements of control, wrongdoing, and causation.⁵³

34. Since the Motion before the Court is not predicated on protecting any specific assets of the Receivership, it should be treated as simply a claim to pierce the corporate veil and should be granted or denied based on whether Farm Credit can carry its burden to prove that such SBH is an alter ego of Uncle Nearest under Tennessee law.

35. As the Tennessee Supreme Court recently pronounced, the factors relevant to determining whether to pierce the corporate veil are those factors originally set forth in the *Continental Bankers* case. Neither the Receiver's Motion to Clarify nor Farm Credit's Statement address in any meaningful way this applicable standard with respect to SBH.

36. As to the first *Continental Bankers* element—“[c]ontrol over the entity, not only of finances, but of policy and business practice in respect to the transaction under attack, so that the entity, as to that transaction, had no separate mind, will, or existence of its own”—the only transactions at issue have been explained and do not show that SBH exercised control over the finances, policy, or business practices of any of the Uncle Nearest Defendants, or vice versa. As the April 12, 2024 correspondence demonstrates, the finances of SBH and the Uncle Nearest entities were completed through separate and distinct bank accounts and were arms-length transactions even where the companies shared symbiotic operations.

37. As to the second *Continental Bankers* element—“The control must have been used to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of a third party's rights”—the Movants have not submitted any evidence that SBH controlled Uncle Nearest, or vice versa, in order to commit fraud or wrong, perpetuate the violation of a statutory or positive legal duty, or to commit a

⁵³ *Id.* at 212.

dishonest and unjust act in contravention of a third party's rights. At all relevant times, Farm Credit was fully aware of SBH operating as a separate legal entity and there was no mystery in that regard.

38. As to the third *Continental Bankers* element—"The control and fraud, wrong, violation, or injustice must have proximately caused the injury or unjust loss complained of"—since Farm Credit has failed to even establish facts sufficient to satisfy the first two elements, it is impossible for Farm Credit and the Receiver to prove that the first two elements were the proximate cause of any injury or unjust loss to Farm Credit or any other creditor. The transactions that have been identified by Farm Credit are all legitimate transactions supported by documentation and business purposes that benefitted Uncle Nearest. There is no proximate causation to any injury alleged by Farm Credit.

39. In sum, application of the *Continental Bankers* factors to SBH shows that the Movants have not met, and cannot meet, their burden of proof. The simple fact that that Uncle Nearest and SBH was maintain A/P and A/R accounts for each other actually shows that corporate formalities were being followed and that there was no commingling. That Uncle Nearest provides trash pick-up and other facility maintenance functions does not reflect even a basis for a contribution claim in the absence of evidence of some agreement in that regard. It doesn't come close to satisfying the applicable factors for instituting a receivership, expanding a receivership or piercing the corporate veil under the *Continental Bankers*.

40. Indeed, applicable tied house/three tier laws expressly prohibit any overlapping ownership or control between those entities. A finding that SBH and any of the Uncle Nearest Entities are alter egos would cause a violation of the applicable tied house laws and likely require that one or both of the Distillery and SBH Bar immediately cease operations. Placing SBH and its

assets under this Receivership, in addition to being unsupported by applicable facts and law, would create harm that would greatly exceed any conjectured benefit.

41. Furthermore, placing this entity in receivership and saddling the company with the expenses of the Receiver and his professionals would cause an immediate reduction in sales and profitability due to issues with the applicable tied house laws and the negative publicity, and would drastically increase the expenses for the company. Further, such action would ultimately not benefit the receivership estate at all because there is no proof that would support a finding of alter ego status in any final judgment. Thus, the known actual harm to the company of placing it in receivership would significantly outweigh any prospective unknown, likely unrealizable, potential benefit to the receivership.

WHEREFORE, SBH respectfully requests that the Court decline to expand the receivership to include SBH or its assets and grant such other and further relief as is appropriate.

Respectfully submitted,

MANIER & HEROD, P.C.

/s/ Michael E. Collins

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Counsel for SBH

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2026, the foregoing document was served on all parties registered to receive electronic notice via the Court's CM/ECF system.

/s/ Michael E. Collins

Michael E. Collins

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

| | | |
|-------------------------------|---|-------------------------|
| FARM CREDIT MID-AMERICA, PCA, |) | |
| |) | |
| Plaintiff, |) | Case No. 4:25-cv-38 |
| |) | |
| v. |) | Judge Atchley |
| |) | |
| UNCLE NEAREST, INC., et al., |) | Magistrate Judge Steger |
| |) | |
| Defendants. |) | |
| |) | |

**DECLARATION OF KEITH WEAVER REGARDING MOTION FOR
CLARIFICATION OF ORDER APPOINTING RECEIVER [DKT. 39]**

I, Keith Weaver, declare under penalty of perjury as follows:

1. I am, and was at all times relevant to this matter, more than eighteen (18) years of age.

2. I do not hold any shares or ownership interest in Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

Humble Baron, Inc. (“Humble Baron”)

3. Humble Baron is a Delaware C Corporation that was incorporated on January 26, 2021. Humble Baron is owned 100% by a blind trust for which I am the sole beneficiary. Humble Baron is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

4. Humble Baron operates a bar called the Humble Baron Bar, which is located at Nearest Green Distillery (“NGD”). The Humble Baron Bar is a full-service bar that serves Uncle Nearest’s products as well as branded spirits manufactured by other distilleries. Contrary to the

false assertions made by Farm Credit, Humble Baron leases the premises from Uncle Nearest Real Estate Holdings, LLC (“UNRE”) pursuant to that certain Commercial Lease Agreement dated March 1, 2023 (the “Lease”), as amended by that certain First Amendment to Commercial Lease Agreement dated February 1, 2025 (the “Lease Amendment”) (with the Lease, the “Amended Lease”). The term of the Lease was extended by the Lease Amendment and runs to February 28, 2030, with additional extension options. True and correct copies of the Lease and the Lease Amendment are Weaver Exs. 26 and 27, respectively. Pursuant to the Amended Lease, the Landlord is responsible for payment of all utilities related to the Premises and all repairs and maintenance for the building and common elements.

5. Humble Baron has its own tax id number that is distinct from the tax id numbers for the Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”). Humble Baron has its own bank accounts separate and apart from the bank accounts held by the Uncle Nearest Entities. All transactions between Humble Baron and the Uncle Nearest Entities have been supported by legitimate business purposes and consideration.

6. The ERP system used for Humble Baron is a food and beverage specific accounting system/ERP called “R365.” It is not used by or connected in any way to the Uncle Nearest entities.

7. Humble Baron is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Humble Baron has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Humble Baron holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

8. In addition to its on-premise sale of alcohol, Humble Baron undertakes sales of retail merchandise online, exploration of locations for future growth, and various creative works

under development (TV shows, film, books, etc.). Other than lessor/lessee relationship and the physical presence of the Humble Baron Bar on the premises of NGD, there is no connection of Humble Baron to the Uncle Nearest Entities and neither of the companies exercises control over the other. Humble Baron has its own employees (separate payroll), bank accounts, vendors, clients, financial statements, etc. Humble Baron provides the use of its facilities to Uncle Nearest and NGD for events, and invoices for fees and expenses related to such use. The ability of Uncle Nearest and NGD to obtain use of the Humble Baron bar for events is a key marketing tool for those companies.

9. Because Humble Baron sells spirits on-premise by the glass, the ownership and control of Humble Baron is required under applicable law to be completely separate, directly and indirectly, from the ownership and control of Uncle Nearest, Inc. and Nearest Green Distillery in accordance with applicable three-tier/tied house laws.

10. Levy Premium Foodservice Limited Partnership (“Levy”) is a management company that previously provided comprehensive management and operational services, including event management, to Humble Baron and Shelbyville Barrel House BBQ, LLC under a Management Agreement. During the term of the Management Agreement, Levy provided certain services related to various events, including certain Uncle Nearest events, held by Nearest Green Distillery and/or Uncle Nearest Inc. on the premises of the Nearest Green Distillery and the Humble Baron Bar. These events were solely for the benefit of Uncle Nearest and/or Nearest Green Distillery and the costs associated with such events were the direct obligation of Uncle Nearest and/or Nearest Green Distillery, as applicable. Attached as **Exhibit A** are invoices issued by “Levy / Humble Baron” to Nearest Green Distillery evidencing the distillery’s direct obligations relating to Levy’s services.

11. Attached as **Exhibit B** is correspondence maintained by the Company in the ordinary course of business from Peter LaFemina to Felicia Gallagher dated April 12, 2024, advising that the outstanding balance due from NGD to Levy on account of services provided for NGD was approximately \$100,000 as of April 12, 2024. In that correspondence, Mr. LaFemina requests on behalf of Humble Baron that Nearest Green Distillery pay its due balance to Levy. This correspondence is also direct evidence that the operations of Humble Baron and Uncle Nearest/Nearest Green Distillery were not commingled and that the corporate forms were maintained. The Uncle Nearest Accounts Payable register as of June 12, 2025, which is Farm Credit Ex. 7, shows an open a/p balance owed to “Levy / Humble Baron” as of July 1, 2024 of \$134,501.06.

12. On August 1, 2024, Levy filed a complaint against Shelbyville Barrel House BBQ, LLC and Humble Baron, Inc. seeking to recover unpaid management fees, including fees related to the events that were for the sole benefit of Nearest Green Distillery (the “Levy Complaint”). I was directly involved in the lawsuit and have personal knowledge of the claims involved and the resolution of those claims.

13. Although Uncle Nearest, Inc and NGD were not named directly as defendants, the claims asserted by Levy in the Levy Complaint included amounts that were for Uncle Nearest and the Nearest Green Distillery. Counsel for Humble Baron and Shelbyville Barrel House BBQ, LLC, in discussions with the management of Uncle Nearest, determined that it would not be necessary to join Uncle Nearest or NGD as a third-party defendants because those parties were agreeable to pay their portion of any agreed settlement. The lawsuit was ultimately settled through the Settlement Agreement dated March 18, 2025 (the “Levy Settlement Agreement”). A true and correct copy of the Levy Settlement Agreement is in evidence as Farm Credit Ex. 14. Per the

Settlement Agreement, a series of payments were to be made to Levy to resolve its claims, which included the claims relating to the obligations of Nearest Green Distillery. In order to resolve the portion of the Levy Settlement Agreement attributable to Nearest Green Distillery, it was agreed between Humble Baron, Uncle Nearest, Inc., and NGD that Uncle Nearest would make the payment directly to Levy in furtherance of the Settlement. Thus, the payment by Uncle Nearest, Inc. to Levy was for its own obligations or obligations of Nearest Green Distillery, not obligations of Humble Baron.

14. Humble Baron holds the Guinness World Record for the longest bar. That designation was requested by Uncle Nearest, Inc. and NGD as an effort to promote tourism to the distillery. Humble Baron's focus is on local marketing, not national marketing. In other words, Humble Baron's business is primarily focused on attracting local patrons that don't have any interest in whether the bar is the longest bar in the World. NGD and Uncle Nearest, Inc., on the other hand, thrive on tourism such that having the added attraction of the World's longest bar creates additional incentive for travelers to make the trip to the distillery and connect with the brand. Consequently, while Humble Baron was willing to have the longest bar in the world recognition, it was not willing to fund the cost for such an effort, which would primarily and significantly benefit Uncle Nearest and NGD. Accordingly, Uncle Nearest and NGD agreed to fund the effort to obtain the longest bar world record from Guinness. The payment of that expense was not for Humble Baron's benefit, but for the direct benefit of Uncle Nearest and NGD.

15. The Humble Baron bar and the Guinness World Record are featured prominently on the Uncle Nearest website as well as in the Nearest Green Distillery facility. On the Uncle Nearest website, a prominent link to the Humble Baron website is on the main page and that link opens to a page stating, "EVERYONE HAS A SEAT AT THE LONGEST BAR IN THE WORLD." The

Humble Baron Bar itself sits in the main tourist building of the Nearest Green Distillery and visitors to the facility walk directly through the distillery's gift shop and tasting room in order to enter the Humble Baron bar. The value to Uncle Nearest of Humble Baron's location at the distillery and its longest bar in the World designation is significant.

16. Humble Baron holds no property that is property of the Uncle Nearest Entities or the Receivership Estate. The Receiver has not requested any records from Humble Baron other than bank statements and all such requested records have been provided.

17. Since its inception, Humble Baron has operated at a financial loss while investing in the infrastructure, staffing, and brand development necessary to establish a viable hospitality enterprise. In 2024 and 2025, Humble Baron implemented a structured turnaround strategy focused on hosting high-profile public events and securing private event buyouts designed to generate sufficient revenue to move the business toward profitability. These initiatives required substantial advance financial commitments, marketing expenditures, and operational investments. Humble Baron, Inc. exclusively bore all such expenditures. It maintains its own bank accounts, payroll, tax identification number, accounting systems, and financial statements separate and apart from the Uncle Nearest Entities. No funds from any of the Uncle Nearest Entities were used to finance these efforts.

18. Although Humble Baron is legally and operationally separate from the Uncle Nearest Entities, the pending litigation and appointment of a receiver over those entities have materially and adversely affected Humble Baron's business operations. Because the Humble Baron Bar is physically located on the Nearest Green Distillery property, and I am publicly associated with the broader brand, the receivership proceedings have created marketplace uncertainty among customers, vendors, and employees. Since the initiation of the receivership

process, Humble Baron's revenue has declined approximately 30% year-over-year. Event bookings have slowed, attendance from local patrons has decreased, and prospective clients have expressed hesitation in committing to future engagements. During this same period, Humble Baron's performance-based catering sales manager resigned, further impairing execution of the company's revenue strategy.

19. The financial strain has been compounded by unpaid amounts owed to Humble Baron by Nearest Green Distillery and/or Uncle Nearest for legitimate, invoiced services. Continued uncertainty regarding whether Humble Baron could be drawn into the receivership—despite its lack of ownership overlap, lack of shared control, separate accounting systems, and absence of liability for the alleged debts at issue—has inhibited normal business planning and operations. If Humble Baron were subjected to receivership, applicable federal and state regulatory requirements governing alcohol sales would likely require immediate cessation of operations, resulting in significant and potentially irreparable harm.

20. At no time prior to advancing assertions affecting Humble Baron did the Receiver or his representatives request clarification of specific transactions or an explanation regarding the flow of funds. Had such clarification been requested, Humble Baron and I were prepared to provide documentation and explanation, as we have consistently done when records were requested. Direct clarification would have reduced uncertainty and business disruption. Clear confirmation from this Court that Humble Baron, Inc. is not part of the Receivership Estate, that its assets are not subject to the Receiver's authority, and that it may continue operating independently absent further order of this Court is necessary to prevent further operational harm to an entity that holds no receivership assets and is not liable for the alleged debts at issue.

Shelbyville Barrel House BBO, LLC ("SBH")

21. SBH is a Tennessee limited liability company that was formed on August 25, 2022. I am and have always been the sole member of SBH. SBH is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

22. SBH has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

23. SBH has separate bank accounts from the Uncle Nearest Entities and has not exercised, and does not exercise, any control over the bank accounts or operations, financial or otherwise, of the Uncle Nearest Entities. Likewise, the Uncle Nearest Entities exercise no control over the bank accounts or operations, financial or otherwise, of SBH. SBH’s operating licenses are all in its own name, not in the name of any of the Uncle Nearest Entities.

24. SBH is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. SBH has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. SBH holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

25. SBH owns and operates Chuck’s Barrel House BBQ II under a Lease Agreement with Uncle Nearest Real Estate Holdings, LLC dated December 17, 2018 (the “Lease”) and a Franchise Agreement dated September 1, 2022 (the “Franchise Agreement”) with Charles W. Baker, Jr. (the “Franchisor”). True and correct copies of the Lease and the Franchise Agreement are Weaver Exs. 30 and 31, respectively. Chuck’s Barrel House BBQ II is a walk-up restaurant concept that also serves beer and is located on the premises of the Nearest Green Distillery.

26. Because SBH sells beer on-premise, the ownership and control of SBH is required under applicable law to be completely separate, directly and indirectly, from the ownership and

control of Uncle Nearest, Inc. in accordance with applicable three-tier/tied house laws.

27. The history of Chuck's Barrel House BBQ II is that, in light of the distillery's remote location in Shelbyville Tennessee and the concern that visitors to the distillery would need food options, the management of Nearest Green Distillery ("NGD") approached the owner of Chuck's Barrel House BBQ restaurant in Lynchburg, Tennessee ("Chuck's") regarding the opening up of a similar venue at the Nearest Green Distillery, which was then under construction. The owner of Chuck's, Charles Baker, II, agreed and entered into the Lease with Uncle Nearest Real Estate Holdings, LLC. Mr. Baker financed the build-out of Chuck's Barrel House BBQ II and began operations in 2021. After operating Chuck's Barrel House BBQ II for approximately one year, Mr. Baker approached me regarding transferring ownership of the restaurant due to the owner's desire to focus on his Lynchburg location and other endeavors.

28. In order to facilitate that transaction, I formed SBH in August 2022 and entered into the Franchise Agreement with Mr. Baker (the "Franchisor"). None of the Uncle Nearest Entities are parties to the Franchise Agreement. Neither the Uncle Nearest Entities, Fawn Weaver, nor I has any direct or indirect ownership interest in the Franchisor. Just as it was under the ownership of Mr. Baker, Chuck's Barrel House BBQ II, as operated by SBH, continues to maintain its own employees, bank accounts, vendors, receivables, payables, accounting, etc., completely separate and distinct from the operations of Uncle Nearest Entities. Other than leasing its location from Uncle Nearest Real Estate Holdings, LLC in accordance with arms-length lease that was originally entered with Mr. Baker and obligations related thereto, there is no business or financial connection to any of the Uncle Nearest Entities and each such business is controlled separately, as required under Tennessee law.

29. SBH operates a point-of-sale system through Toast that is not connected in any way

to the accounting systems of the Uncle Nearest Entities. The ERP system used by SBH is a food and beverage specific accounting system/ERP called R365. It is not used by or connected in any way to the Uncle Nearest Entities.

30. The amounts owed by NGD to SBH arise primarily from NGD promotional events that are catered by SBH or held on SBH's premises. All such amounts are properly invoiced and the corporate formalities and separate accounting for both entities are at all times maintained.

31. The Lease does not require SBH to pay for or reimburse any of the Uncle Nearest Entities for any services related to the NGD property. Furthermore, the trash pickup is an expense for the facility as a whole and is contracted by the Landlord and the SBH performs its own janitorial service by its own staff, similar to how most restaurants operate. There is no agreement for SBH to cover costs for trash pick-up or janitorial services that are contracted by Uncle Nearest. Consequently, since SBH is in fact not paying for utilities and other expenses for which it is not liable under the Lease, that is evidence of no commingling of funds between these entities.

32. SBH does not hold any assets belonging to the Uncle Nearest Entities. The Receiver has not requested any records from SBH other than bank statements and all such requested records have been provided.

Nashwood, Inc.

33. Nashwood is a Delaware C Corporation that was incorporated on July 3, 2019. I am the sole-shareholder of Nashwood. Nashwood has its own tax id number that is distinct from the tax id numbers of Uncle Nearest Entities. Nashwood is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

34. Nashwood is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Nashwood has not pledged any assets to secure the debts of the

Uncle Nearest Entities to any creditor, including Farm Credit. Nashwood holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

35. Nashwood formerly owned the Tolley House Bed and Breakfast (the “Tolly House”) but no longer owns that asset. The Tolly House, which is connected to Jack Daniels, was rented from time to time by Uncle Nearest for guest stays and special events. Otherwise, the Tolly House has no connection to and is not an asset of (and has never been an asset of) any of the Uncle Nearest Entities. Nashwood sold its interest in the Tolley House in September 2024 and no longer has any interest, direct or indirect, in that property.

36. Nashwood provided certain consulting, project management, and event management services, along with preparation of applications that resulted in approximately \$500,000 in grants and incentives, to Uncle Nearest during January through August 2024 at the flat rate of \$10,000 per month. The invoices were properly documented by Nashwood and invoiced to the applicable Uncle Nearest entity. On April 17, 2024, Uncle Nearest paid Nashwood \$10,000 and paid an additional \$20,000 on August 6, 2024, both payments being applied toward the open balance. Similarly, Nashwood was paid in July 2024 the sum of \$2,699.85 for services related to the Love & Whiskey Tour that was put on by Uncle Nearest in 2024. The other identified amounts were paid by Uncle Nearest for services rendered by Nashwood as invoiced. An outstanding balance of \$50,000 remains due from the Uncle Nearest Entities as reflected in **Exhibit C**. The documentation clearly shows adherence to the corporate form and no commingling of funds.

37. Otherwise, Nashwood has no financial or operational connection to the Uncle Nearest Entities and neither controls nor is controlled by those entities. After Levy Premium Foodservice Limited Partnership (“Levy”) ceased providing services to Shelbyville Barrel House BBQ, LLC and Humble Baron, Inc., Nashwood contracted with those entities to provide those

similar management services.

38. Nashwood is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Nashwood has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Nashwood holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

39. Nashwood provides, or has provided, management services for Classic Hops, Humble Baron, Shelbyville Barrel House BBQ, and Shelbyville Grand, LLC. However, Nashwood is not an equity holder of any of those entities and any entries in Uncle Nearest's accounting records likely simply reflect the management relationship that Nashwood has, or has had, with respect to those entities. The Receiver has not requested any records from Nashwood other than bank statements and all such requested records have been provided.

Quill & Cask Owner, LLC (“Q&C”)

40. Q&C is a Tennessee limited liability company that was formed on July 25, 2024. I am and have always been the sole member of Q&C. Q&C has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

41. The company's business purpose is to purchase, hold and sell assets for profit, including real estate, bulk whiskey, and other assets. It has no connection to Uncle Nearest other than having made an equity investment in Uncle Nearest, Inc., as detailed below.

42. Q&C has its own bank accounts and maintains its own accounting functions and operations independent of any of the Uncle Nearest Entities. Q&C is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Q&C has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Q&C

holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate. The Receiver has not requested any records from Q&C other than bank statements and all such requested records have been provided.

43. In April 2024, prior to the formation of Q&C, a barrel purchase transaction was contemplated between a to-be-formed entity – then identified as “Q and Cask, Inc.” – and Uncle Nearest, Inc. However, that transaction was never consummated.

44. On December 27, 2024, Q&C transferred \$584,000 to Uncle Nearest as an equity investment in Uncle Nearest, Inc. On January 30, 2025, Q&C transferred an additional \$275,000 as an equity investment in Uncle Nearest, Inc. Those are the only two transactions involving Q&C and any of the Uncle Nearest Entities. Each of the transactions had a valid business purpose and was supported by consideration. While Q&C has an equity interest as a result of those transactions, Q&C does not own 20% or more of the voting stock of any of the Uncle Nearest companies and none of the Uncle Nearest companies own 20% or more of the voting stock of Q&C. Furthermore, I, as the sole-owner of Q&C, do not own or control more than 20% of the voting stock of any of the Uncle Nearest Entities.

Shelbyville Grand, LLC (“SGLLC”)

45. SGLLC is a Tennessee limited liability company that was formed on November 21, 2022. I am the sole member of SGLLC. SGLLC has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

46. SGLLC owns and manages a host of real estate holdings, which include some warehouse space, a newspaper plant, commercial office buildings, vacant lots, etc. Nearest Green Distillery stores certain supplies at an SGLLC warehouse, which is climatized to protect certain

sensitive inventory. The inventory was moved from storage at Berlin Packaging and Tennessee Distilling Group because of NGD's need to maintain the raw goods inventory in a climatized storage facility. Storage fees are charged to Nearest Green Distillery monthly at the rate of \$6,500 per month.

47. SGLLC has its own bank accounts and maintains its accounting functions and operations independent of any of the Uncle Nearest Entities. SGLLC is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. SGLLC has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Other than the inventory being stored, SGLLC holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

48. The transactions between the Uncle Nearest Entities and SGLLC all relate to the storage fees due and payable. The \$130,000 payment from Uncle Nearest to SGLLC on July 29, 2025, was in payment of 20 months of outstanding rental fees due and owing from Nearest Green Distillery. The storage services were provided to Nearest Green Distillery by SGLLC and the amount paid was due and owing. Each of the transactions between the Uncle Nearest Entities and SGLLC had a valid business purpose and were supported by consideration. The Receiver has not requested any records from SBH other than bank statements and all such requested records have been provided.

4 Front Street, LLC ("4FS")

49. 4FS is a Tennessee limited liability company that was formed on September 28, 2023. I am a minority member of 4FS and do not hold a controlling share of that company. The majority member of 4FS is not a shareholder of and has no connection to the Uncle Nearest Entities.

50. 4FS has its own tax id number that is distinct from the tax id numbers of Uncle Nearest Entities.

51. 4FS has its own bank accounts and maintains its accounting functions and operations independent of any of the Uncle Nearest Entities. 4FS is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. 4FS has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. 4FS holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

52. 4FS has not transacted any business with the Uncle Nearest Entities and has neither transferred funds to, nor received funds from, the Uncle Nearest Entities. The Receiver has not requested any records from 4FS other than bank statements and all such requested records have been provided.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.



KEITH WEAVER

EXHIBIT A



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-387791-1
Event Name: TN Department of Environment & Conservation
Event Date: Monday, October 30, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Keith Weaver | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: keith.weaver@unclenearest.com |
| | Onsite Contact: Pat Marsh |

TN Department of Environment & Conservation

| Date | Time | Location | Function | # |
|-----------------|-----------------|------------------|----------|----|
| Mon, 10/30/2023 | 11:00am-12:30pm | Humble Baron Bar | Lunch | 25 |

| Mon, 10/30/2023 | Lunch - 11:00am - Humble Baron Bar | Qty | Price | Total |
|--------------------|--|-----|---------|----------|
| | Chef's Table Lunch Menu Package Price | 25 | \$20.00 | \$500.00 |
| Featuring | Roasted Butternut Squash Soup Kale + Apple Salad (Vegan, AVG) Red Quinoa, Cabbage, Cranberries, Picked Red Onions, Cider Vinaigrette Grilled Chicken Flatbread Sandwich Arugula, Tzatziki, Herb Roasted Tomatoes Steak Flatbread Sandwich Garlic + Pepper Crusted Short Rib, Horseradish Aioli, Red Onion, Tomato, Blue Cheese, Field Greens Gourmet Dessert Bar Assortment (V) | | | |
| | Non-Alcoholic Refreshments Menu Package Price | 25 | \$3.00 | \$75.00 |
| Including | Soft Drinks Iced Tea Sweeteners, Lemons Water | | | |
| | Setup and Service Details | | | |
| Room Set-Up | Layout Notes: Food station set near the stage for service. Guests will sit at low dining tables in front of the stage. | | | |
| Serviceware | Disposable Service Plates, Utensils, Napkins | | | |

| CHARGES | | | | | |
|----------|----------|---------------------------|----------------------|-----------|----------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$500.00 | \$44.00 | \$66.00 | \$53.04 | \$663.04 |
| Beverage | \$75.00 | \$6.60 | \$9.90 | \$7.96 | \$99.46 |
| Totals | \$575.00 | \$50.60 | \$75.90 | \$61.00 | \$762.50 |
| | | | Payments Received | | \$0.00 |
| | | | Balance Due | | \$762.50 |

| Payment Arrangements | |
|----------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
Humble Baron
3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-395340-1
Event Name: The National Alcohol Beverage
 Associates
Event Date: Monday, November 13, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Nancy Gregory | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: accounting@nearestgreendistillery.com |
| | Onsite Contact: Keith Weaver |

The National Alcohol Beverage Associates

| Date | Time | Location | Function | # |
|-----------------|----------------|------------------------------|----------|---|
| Mon, 11/13/2023 | 12:00pm-1:00pm | Barrel House BBQ Dining Room | Lunch | 9 |

| Start Date | Start Time | Timeline Item | Description |
|------------|------------|------------------------|-------------------------------------|
| 11/13/2023 | 11:30am | Food & Beverage Set | Ready to go for any early arrivals. |
| 11/13/2023 | 1:00pm | Private Tour & Tasting | |

| Mon, 11/13/2023 | Lunch - 12:00pm - Barrel House BBQ Dining Room | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Signature Barrel House BBQ Package | | | |
| | Menu Package Price | 9 | \$35.00 | \$315.00 |
| Featuring | Smoked Pulled Pork Slider Buns Smoked Pulled Chicken Slider Buns Smoked Sausages | | | |
| Sides | Baked Beans (V) Mac + Cheese (V) Coleslaw (V, AVG) | | | |
| Dessert | Peach Cobbler (V) | | | |
| Beverages | Soft Drinks, Iced Tea, Water Sweeteners, Lemons | | | |

Setup and Service Details

| Room Set-Up | Layout Notes: Food station will be set along the wooden wall inside the space. | | | |
|--------------------|---|---|----------|----------|
| Serviceware | Including China Plates, Flatware, Black Napkins, Cups | | | |
| Staff Fees | Service Personnel Staff to set-up, service and tear down after the event. | 1 | \$225.00 | \$225.00 |

| CHARGES | | | | | |
|----------|----------|---------------------------|----------------------|-------------------|----------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$299.25 | \$26.33 | \$39.50 | \$31.74 | \$396.82 |
| Beverage | \$15.75 | \$1.39 | \$2.08 | \$1.67 | \$20.89 |
| Set-Up | \$225.00 | \$0.00 | \$0.00 | \$0.00 | \$225.00 |
| Totals | \$540.00 | \$27.72 | \$41.58 | \$33.41 | \$642.71 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$642.71 |

| Payment Arrangements |
|----------------------|
| Direct Bill |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-398750-1
Event Name: NGD: Monthly Staff Meeting
Event Date: Friday, December 8, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Sharon Queener | Mobile Phone: (615) 887-4240 |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: accounting@nearestgreendistillery.com |
| | Onsite Contact: m Keith Weaver |

NGD: Monthly Staff Meeting

| Date | Time | Location | Function | # |
|-----------------|----------------|----------------------|----------|----|
| Fri, 12/08/2023 | 12:00pm-1:00pm | Master Blender House | Lunch | 23 |

| Fri, 12/08/2023 | Lunch - 12:00pm - Master Blender House | Qty | Price | Total |
|------------------|---|-----|---------|----------|
| | Chef's Table Lunch Menu Package Price | 23 | \$22.00 | \$506.00 |
| Featuring | BLT Salad Chopped Romaine, Grape Tomatoes, Applewood Smoked Bacon, Cheddar Cheese, House-Made Croutons, Buttermilk Ranch Dressing Kale + Apple Salad (Vegan, AVG) Red Quinoa, Cabbage, Cranberries, Picked Red Onions, Cider Vinaigrette Grilled Chicken Flatbread Sandwich Arugula, Tzatziki, Herb Roasted Tomatoes Steak Flatbread Sandwich Garlic + Pepper Crusted Short Rib, Horseradish Aioli, Red Onion, Tomato, Blue Cheese, Field Greens House-Made Chips Gourmet Dessert Bar Assortment (V) | | | |

| | Non-Alcoholic Refreshments | Qty | Price | Total |
|------------------|----------------------------|-----|--------|---------|
| | Menu Package Price | 23 | \$3.00 | \$69.00 |
| Including | Soft Drinks Water | | | |

| | Setup and Service Details | Qty | Price | Total |
|--------------------|--|-----|----------|----------|
| Serviceware | Disposable Service Plates, Utensils, Napkins | | | |
| Staff Fees | Staff Fee Staff to set-up, service and tear down after event. | 1 | \$125.00 | \$125.00 |

| CHARGES | | | | | |
|----------|----------|---------------------------|----------------------|-------------------|----------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$506.00 | \$44.53 | \$66.79 | \$53.68 | \$671.00 |
| Beverage | \$69.00 | \$6.07 | \$9.11 | \$7.32 | \$91.50 |
| Set-Up | \$125.00 | \$0.00 | \$0.00 | \$0.00 | \$125.00 |
| Totals | \$700.00 | \$50.60 | \$75.90 | \$61.00 | \$887.50 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$887.50 |

| Payment Arrangements |
|----------------------|
| Direct Bill |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-439923-1
Event Name: Community Coalition Board Meeting
Event Date: Saturday, May 4, 2024
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone:

Contact Information

| | |
|--|--|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Malcolm Darrell | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: malcolm.darrell@ng-d.com |
| | Onsite Contact: Keith Weaver |

Community Coalition Board Meeting

| Date | Time | Location | Function | # |
|-----------------|----------------|---------------|-----------------------------|----|
| Sat, 05/04/2024 | 9:30am-12:00pm | Dan Call Farm | Light Breakfast & Beverages | 27 |
| Sat, 05/04/2024 | 1:00pm-2:00pm | Dan Call Farm | Lunch | 27 |

| Start Date | Start Time | Timeline Item | Description |
|------------|------------|--|--|
| 05/04/2024 | 9:30am | Morning Catering Set Inside Farm House | |
| 05/04/2024 | 9:45am | Board Arrives | |
| 05/04/2024 | 10:00am | Board Meeting Begins | Meeting will take place in the Farm House. |
| 05/04/2024 | 12:00pm | DCF Tour | Original Water Source |
| 05/04/2024 | 12:45pm | Lunch Set | Inside the outdoor tent. |
| 05/04/2024 | 1:00pm | Lunch Begins | |
| 05/04/2024 | 2:00pm | Board Meeting Continues | Guests move back to the Farm House. |
| 05/04/2024 | 3:00pm | Depart for NGD | |

| Sat, 05/04/2024 | Light Breakfast & Beverages - 9:30am - Dan Call Farm | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Light Continental **VIP Presentation** Menu Package Price | 27 | \$25.00 | \$675.00 |
| Featuring | Assorted Muffins (V) Seasonal Fresh Fruit (Vegan, AVG) Smoked Salmon Display Capers, Herbed Cream Cheese, Bagels | | | |
| Beverages | Keurig Coffee & Hot Tea Service Starbucks K-Cups (Regular & Decaf), Hot Tea K-Cups, Assorted Sweeteners, Regular & Vanilla Creamer, Honey, Lemons | | | |

| | Non-Alcoholic Refreshments | | | |
|------------------|--|----|--------|----------|
| Including | Orange Juice Each **Individual bottles** | 12 | \$5.00 | \$60.00 |
| | Path Water Each (25) Placed on the board table at each place setting, extras available for guests on the station. | 36 | \$5.00 | \$180.00 |

| | | | | |
|--|---|----|--------|---------|
| | Non-Alcoholic Refreshments | | | |
| | <i>**Provide the board table bottles to Malcolm**</i> Sparkling Water Each | 12 | \$3.00 | \$36.00 |

| | | | | |
|--------------------------|---|---|----------|----------|
| | Setup and Service Details | | | |
| Room Set-Up | Layout Notes: Existing counter inside the Farm House utilized for food & beverage service. | | | |
| Service Equipment | Keurig Machine | 1 | \$150.00 | \$150.00 |
| Serviceware | Disposable Service Small Plates, Utensils, Napkins, Hot Cups & Lids | | | |
| Staff Fees | All Day Staff Fee Staff to set-up, service and tear down after event. <i>**Includes (2) hourly team members for 8 hours**</i> | 1 | \$352.00 | \$352.00 |

| Sat, 05/04/2024 | Lunch - 1:00pm - Dan Call Farm | Qty | Price | Total |
|----------------------|---|------------------------------|---------|----------|
| | Bento Box Lunches <i>**All meals packaged in bento boxes with name/menu cards on top**</i> Menu Package Price | 27 | \$32.00 | \$864.00 |
| Featuring | Turkey BLT Sandwich Each Turkey, Bacon, Lettuce, Tomato, Garlic Aioli Crispy Apple Kale Salad Love & Whiskey Pecan Cheesecake Napkin Rollup | 23 | | |
| Special Meals | <p style="text-align: center;">Luis Turkey BLT Sandwich Crispy Apple Kale Salad (no cheese) Fresh Seasonal Fruit Salad Napkin Rollup</p> <p style="text-align: center;">Mary Turkey BLT Sandwich (low carb bread) Crispy Apple Kale Salad Fresh Seasonal Fruit Salad Napkin Rollup</p> <p style="text-align: center;">Donna Turkey BLT Sandwich Crispy Kale Salad (no apple) Crudités with Hummus Napkin Rollup</p> <p style="text-align: center;">Chavonne Seared Salmon with Wilted Spinach Crispy Kale Salad (no apple) Crudités with Hummus Napkin Rollup</p> | 1 1 1 1 | | |

| | | | | |
|--------------------------|---|----|---------|----------|
| | Non-Alcoholic Refreshments | | | |
| Including | Lavender Lemonade per Gallon | 3 | \$55.00 | \$165.00 |
| | Cucumber Lime Infused Water Dispenser | 1 | \$35.00 | \$35.00 |
| | Coke Soft Drinks Each Coca-Cola, Diet Coke, Sprite | 12 | \$3.00 | \$36.00 |
| | Sparkling Water Each | 12 | \$3.00 | \$36.00 |
| Beverage Supplies | Fresh Ice Bucket with Scoop | 1 | | |

| Setup and Service Details | | | | |
|---------------------------|--|--|--|--|
| Lunch Set-Up | Layout Notes: Lunch will be served under a tent on the lawn outside the Farm House. Catering Tables: Malcolm has rented (2) 6' tables with linens to be utilized for the catering stations. | | | |
| Serviceware | Disposable Service Napkin Roll-Ups, Tossware Cups, Beverage Napkins | | | |

| CHARGES | | | | | |
|----------|------------|------------------------|--------------------|-------------------|------------|
| | Charges | Service Charge (8.8 %) | Gratuuity (13.2 %) | Sales Tax | Total |
| Food | \$1,039.50 | \$91.48 | \$137.21 | \$110.27 | \$1,378.46 |
| Beverage | \$615.50 | \$54.17 | \$81.24 | \$65.29 | \$816.20 |
| Set-Up | \$934.00 | \$51.22 | \$76.82 | \$61.74 | \$1,123.78 |
| Totals | \$2,589.00 | \$196.87 | \$295.27 | \$237.30 | \$3,318.44 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$3,318.44 |

| Payment Arrangements | |
|----------------------|--|
| | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.

CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-405872-1
Event Name: 2nd Annual Spirits on the Rise Summit
Event Date: Tuesday, April 16, 2024
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone:

Contact Information

| | |
|--|---|
| Company: Uncle Nearest | Work Phone: |
| Contact: Lauren Knowles | Mobile Phone: |
| Address: 3125 US-321 North Shelbyville, TN 37160 | Email: lauren.knowles@unclenearest.com |

2nd Annual Spirits on the Rise Summit

| Date | Time | Location | Function | # |
|-----------------|----------------|-------------------|-----------------|-----|
| Tue, 04/16/2024 | 8:00am-9:00am | Humble Baron Bar | Breakfast | 273 |
| Tue, 04/16/2024 | 8:00am-5:00pm | Humble Baron Bar | All Day Service | 273 |
| Tue, 04/16/2024 | 12:00pm-2:00pm | Humble Baron Bar | Lunch | 273 |
| Tue, 04/16/2024 | 5:00pm-8:00pm | Humble Baron Bar | Dinner | 273 |
| Tue, 04/16/2024 | 5:00pm-8:00pm | Humble Baron Lawn | Reception | 273 |

| Tue, 04/16/2024 | Breakfast - 8:00am - Humble Baron Bar | Qty | Price | Total |
|------------------|--|-----|---------|------------|
| | Breakfast - Continental Classic Menu Package Price | 273 | \$25.00 | \$6,825.00 |
| Featuring | Assortment of Muffins (V) Assortment of Bagels (V) Low-Fat Fruit Yogurts (V) Seasonal Fresh Fruit (V, AVG) Spreads Cream Cheese, Butter, Peanut Butter, Jam | | | |
| Beverages | Freshly Brewed Coffee Regular, Decaf, Creamer, Sweeteners Orange Juice Ice Water Dispensers | | | |

| | Setup and Service Details | | | |
|-------------------|--|---|----------|----------|
| Staff Fees | Catering Attendants Staff to set-up, service and tear down after event. | 6 | \$125.00 | \$750.00 |

| Tue, 04/16/2024 | All Day Service - 8:00am - Humble Baron Bar | Qty | Price | Total |
|----------------------|---|-----|---------|----------|
| | All Day Breaks | | | |
| Grab & Go | Whole Fruit (V2, AVG) per Dozen | 6 | \$20.00 | \$120.00 |
| | Granola Bars (V) per Dozen | 6 | \$25.00 | \$150.00 |
| | Individual Bags of Chips (V) per Dozen | 6 | \$40.00 | \$240.00 |
| | Individual Bags of Pretzels (V) per Dozen | 6 | \$30.00 | \$180.00 |

| Non-Alcoholic Refreshments | | | | |
|----------------------------|---|-----|---------|----------|
| Including | All beverages will be offered on a consumption basis. Final balance will be based on actual consumption. <i>**QTY listed is an estimate for planning purposes**</i> | | | |
| | Bottled Water Each | 150 | \$3.00 | \$450.00 |
| | Coke Soft Drinks Each | 100 | \$2.00 | \$200.00 |
| | Water Stations per Dispenser Ice Water Dispensers, Fresh Fruits, Vegetables & Herbs to mix in for an infused option. | 6 | \$25.00 | \$150.00 |

| Setup and Service Details | | | | |
|---------------------------|--|---|----------|----------|
| Staff Fees | Service Personnel To monitor the beverage / snacks stations throughout the day. | 1 | \$250.00 | \$250.00 |

| Tue, 04/16/2024 | Lunch - 12:00pm - Humble Baron Bar | Qty | Price | Total |
|--------------------------|--|-----|---------|------------|
| | Box Lunches Menu Package Price | 273 | \$15.00 | \$4,095.00 |
| Featuring | <i>**Boxes separated and identified by sandwich type**</i> Oven-Roasted Turkey Sandwich Each Cheddar Cheese, Lettuce, Tomato, Herb Aioli, Artisan Roll | 125 | | |
| | Smoked Ham Sandwich Each Swiss, Lettuce, Tomatoes, Whole-Grain Mustard, Artisan Roll | 125 | | |
| | Grilled Vegetable Wrap (V) Each Grilled Seasonal Vegetables, Roasted Garlic Hummus | 23 | | |
| Each Box Includes | Potato Salad (V, AVG) Chocolate Chip Cookie (V) Napkin & Fork | | | |

| Tue, 04/16/2024 | Dinner - 5:00pm - Humble Baron Bar | Qty | Price | Total |
|-------------------|---|-----|---------|-------------|
| | Chef's Table - Classic Dinner Menu Package Price | 273 | \$55.00 | \$15,015.00 |
| Entrées | Chef-Carved Smoked Ribeye (AVG) Horseradish Cream Sauce Wild Salmon (AVG) Chardonnay Butter Emulsion | | | |
| Hot Sides | Sautéed Haricot Verts (V2, AVG) Dill, Shallots, Tomatoes Goey Mac & Cheese (V) Fontina, Gruyere, Cheddar Cheese Salt Roasted Yukon Gold Potatoes (V, AVG) Garlic Butter, Scallion Sour Cream | | | |
| Cold Sides | Tomatoes, Mozzarella & Basil (V, AVG) Cold-Pressed Olive Oil, Balsamic Glaze, Maldon Flakes Grilled & Chilled Asparagus (V, AVG) Lemon Aioli, Peruvian Peppers, Shaved Parmesan | | | |
| Desserts | Salted Caramel Cake (V) Yellow Butter Cake, Caramel | | | |

| Hosted Bar Service | | | | |
|---------------------------|---|-----|---------|------------|
| Includes | All beverages will be offered on a consumption basis. Final balance will be based on actual consumption. **QTY listed is an estimate for planning purposes - based on approximately 1 per guest, factoring in the Emerging Brands Fair outside** | | | |
| | Spirits - per drink <i>Price ranges from 13-15.00 per drink, based on final selection.</i> | 125 | \$15.00 | \$1,875.00 |
| | Signature Batched Cocktails - per drink | 50 | \$14.00 | \$700.00 |
| | Wine by the Glass - each Sparkling, Rose, White + Red Selections | 25 | \$13.00 | \$325.00 |
| | Draft Beer - each | 25 | \$7.00 | \$175.00 |
| | Bottled Beer - each | 25 | \$6.00 | \$150.00 |
| | Soft Drinks - each | 25 | \$2.00 | \$50.00 |
| | Bottled Water - each | 12 | \$2.25 | \$27.00 |

| Setup and Service Details | | | | |
|----------------------------------|---|----|----------|------------|
| Staff Fees | Chef Attendant Staff to set-up, carve and tear down the carving station after the event. | 2 | \$125.00 | \$250.00 |
| | Bartender Fee Staff to set-up, service and tear down after the event. | 10 | \$150.00 | \$1,500.00 |
| | Service Personnel Staff to set-up, service and tear down after the event. | 8 | \$125.00 | \$1,000.00 |

| Tue, 04/16/2024 | Reception - 5:00pm - Humble Baron Lawn | Qty | Price | Total |
|------------------------|---|------------|--------------|--------------|
| | Reception Experiences | | | |
| Featuring | Grazing Farm Table Charcuterie per Guest Assortment of Artisan Breads & Crackers, Local Selection of Sliced Meats, Cheeses, Dips & Spreads, Fresh Seasonal Fruits, Garden Fresh Vegetables, Marinated Olives, Assorted Mustards, Local Honey, Jam | 200 | \$18.00 | \$3,600.00 |

| Setup and Service Details | | | | |
|----------------------------------|--|---|----------|----------|
| Staff Fees | Service Personnel Staff to set-up, service and tear down after the event. | 2 | \$125.00 | \$250.00 |

| CHARGES | | | | | |
|----------------|--------------------|-------------------------------|--------------------------|-------------------|--------------------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$29,542.50 | \$2,599.74 | \$3,899.61 | \$3,133.88 | \$39,175.73 |
| Beverage | \$4,784.50 | \$421.04 | \$631.55 | \$942.54 | \$6,779.63 |
| Set-Up | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 |
| Totals | \$38,327.00 | \$3,020.78 | \$4,531.16 | \$4,076.42 | \$49,955.36 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$49,955.36 |

| Payment Arrangements | |
|-----------------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ **Date:** _____

EXHIBIT B



Keith Weaver <keith.weaver@unclenearest.com>

Re: Humble Baron Catering and House Charges

Peter LaFemina <plafemina@nashwood.com>

Fri, Apr 12, 2024 at 12:20 PM

To: felicia.gallagher@unclenearest.com

Cc: Nancy Gregory <nancy.gregory@unclenearest.com>, Keith Weaver <keith.weaver@unclenearest.com>

Felicia:

I appreciate the thought and allow me to provide some background in response to your recommendation.

Humble Baron executed a Management Agreement with Levy, as Manager, that gives Manager the exclusive right to manage all F&B/retail operations at Humble Baron and Barrel House and to sell all F&B/retail items at those locations, including those items sold as catered services for offsite events (eg.-the distillery property). Gross receipts collected from F&B/retail sales belong to the Manager and Levy therefore is responsible for filing sales tax returns monthly under its business tax ID. Therefore, an affiliate relationship doesn't exist between NGD and Levy to treat the event billings as intercompany transactions.

Additionally, Levy is the employer and pays the HB/BHBBQ employees directly along with all other operating expenses incurred to operate the F&B/retail services. To the extent there is net positive cash available each month, Levy will remit that to HB after deducting its management fee. As Levy has been operating since the winter and into the early-Spring months, combined HB/BHBBQ operations have operated at a deficit during the soft season. That requires Levy to carry the working capital shortfall until it's reimbursed by HB/BHBBQ monthly. I see from Levy's ageing report that there is approximately \$100k in NGD catering and event invoices going back to November 2023 that have not been paid to Levy. That unfortunately means that Levy has to shoulder that working capital burden which it's not required to do under our contract.

I'm not aware of any NGD charges for services that are on HB's books that are unpaid, please let me know what you have on your books that you're referring to? If we're alluding to past cash transfers, then I think that's part of a larger discussion that we should engage in with Keith and I'm copying him here to keep him informed.

Thank you, Felicia, can you let me know when NGD can retire the outstanding receivables due to Levy?

With appreciation,
Peter

On Fri, Apr 12, 2024 at 8:56 AM <felicia.gallagher@unclenearest.com> wrote:

Peter.

There should be similar NGD charges on the HB books; so, we can discuss, but I think it is appropriate to treat these as intercompany payables/receivables between companies and reconcile monthly. With intercompany transactions, there is no actual cash that is exchanged.

Regards,

Felicia

Felicia Gallagher | SVP Finance & Planning | **Uncle Nearest, Inc.** | 3125 US-231 North | Shelbyville, TN 37160 |

C: 931.808.5378 | E: felicia.gallagher@unclenearest.com

Assistant: Delaney Still | Delaney.still@unclenearest.com

From: Peter LaFemina <plafemina@nashwood.com>
Sent: Friday, April 5, 2024 5:59 PM
To: Felicia Gallagher <felicia.gallagher@unclenearest.com>; Nancy Gregory <nancy.gregory@unclenearest.com>
Subject: Fwd: Humble Baron Catering and House Charges

Just checking in to see if you have any questions or concerns with these UN/NGD charges due to Levy? Some of them stretch back to November, let me know what I can do to help expedite payment or facilitate any issues.

Thanks,

Peter

----- Forwarded message -----

From: Parfitt, Crystal <cparfitt@levyrestaurants.com>
Date: Fri, Apr 5, 2024 at 2:35 PM
Subject: Humble Baron Catering and House Charges
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>, Nordby, Sarah <snordby@levyrestaurants.com>, Felicia Gallagher <felicia.gallagher@unclenearest.com>, Peter LaFemina <plafemina@nashwood.com>, Rutberg, Angela <arutberg@levyrestaurants.com>

Good afternoon –

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

Please let me know and if you need assistance with payment details.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com

The logo for Levy Restaurants, featuring the word "Levy" in a red, cursive script font.

Cell: 615.202.6534

www.levyrestaurants.com

From: Parfitt, Crystal

Sent: Tuesday, March 19, 2024 4:27 PM

To: Nancy Gregory <nancy.gregory@unclenearest.com>

Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@Levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>; Peter LaFemina <plafemina@nashwood.com>

Subject: RE: [Ext] Re: Humble Baron Catering and House Charges

Good afternoon –

I hope your week is off to a great start.

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

The following billing notes will support the external customer catering invoices:

- 11/01/23 – Young Professional Series Meeting
 - This was paid by check and deposited into the previous Humble Baron account
- 11/02/23 – TN Economic Development Lunch
 - The client pre-paid Ciara prior to Levy/Infor being in place.
- 11/07/23 – Shelbyville-Bedford Partnership Annual Meeting
 - Keith agreed to pay \$6,000 for this event.
 - The remaining \$2,087 was paid for by Shelbyville-Bedford Partnership by check and also deposited into the previous Humble Baron account.

Please let me know if you have any questions or if you would like to schedule a call to review.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com

The logo for Levy Restaurants, featuring the word "Levy" in a red, cursive script font.

Cell: 615.202.6534

From: Parfitt, Crystal
Sent: Thursday, February 8, 2024 3:05 PM
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@Levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>
Subject: RE: [Ext] Re: Humble Baron Catering and House Charges

Sharon,

I am available at 615-202-6534 if you would like to pay with a credit card or if you have any questions.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com

The logo for Levy Restaurants, featuring the word "Levy" in a red, cursive script font.

Cell: 615.202.6534

www.levyrestaurants.com

From: Nancy Gregory <nancy.gregory@unclenearest.com>
Sent: Thursday, February 8, 2024 2:51 PM
To: Parfitt, Crystal <cparfitt@levyrestaurants.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>
Subject: [Ext] Re: Humble Baron Catering and House Charges

WARNING: This email originated from an external source and is potentially fraudulent. Do not click on links or attachments unless you are familiar with the sender.

Sharon

Please reconcile excel history. Thank you

On Thu, Feb 8, 2024 at 2:47 PM Parfitt, Crystal <cparfitt@levyrestaurants.com> wrote:

Good afternoon –

I hope you are having a great week.

Initial we thought it was the preference to include the House Charge AR on the profit sharing detail. After reviewing the balance sheet with Peter last week he would like us to bill back directly.

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

The following billing notes will support the external customer catering invoices:

- 11/01/23 – Young Professional Series Meeting
 - This was paid by check and deposited into the previous Humble Baron account
- 11/02/23 – TN Economic Development Lunch
 - The client pre-paid Ciara prior to Levy/Infor being in place.
- 11/07/23 – Shelbyville-Bedford Partnership Annual Meeting
 - Keith agreed to pay \$6,000 for this event.
 - The remaining \$2,087 was paid for by Shelbyville-Bedford Partnership by check and also deposited into the previous Humble Baron account.

Please let me know if you have any questions or if you would like to schedule a call to review.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com



Cell: 615.202.6534

www.levyrestaurants.com

--

Nancy Gregory

Controller

Uncle Nearest, Inc.

Nearest Green Distillery

3125 Hwy 231 N.

Shelbyville, TN 37160

C: 615.509.2527

nancy.gregory@unclenearest.com

EXHIBIT C

Uncle Nearest, Inc. - 001 (Consolidated)
A/P Summary
As of December 31, 2025

| Vendor | Total Open Balance |
|--|-------------------------------|
| 3 Tier Compliance | \$3,750.00 |
| 360 Marketing & Events | \$3,000.00 |
| 5475 Days LLC | \$1,000.00 |
| 580 Graphics | \$4,674.24 |
| 90 Proof, LLC | \$5,000.00 |
| Accuxel CPA | \$31,000.00 |
| Adams & Reese LLP | \$3,886.56 |
| Adenus Technologies LLC | \$576.20 |
| Advanced Spirits, LLC | \$595,350.35 |
| Affinity Technology Partners | \$229,210.47 |
| AG&E Associates | \$6,000.00 |
| Agency 21 Consulting LLC | \$38,000.00 |
| ALAIN VINY Ramp | \$260.88 |
| Alchemy Merch | \$4,500.00 |
| Alicia Cole | \$3,100.00 |
| All Star Fire Protection, Inc. | \$6,362.00 |
| Altura Leadership Consulting group | \$30,000.00 |
| American Marketing & Publishing, LLC | \$2,030.38 |
| Another Round Another Rally | \$10,000.00 |
| Aquapoint.3 LLC | \$100.53 |
| Arlington Capital Advisors | \$17,900.11 |
| Arrow Utility Resources, LLC | \$40,500.00 |
| AT&T | \$3,962.87 |
| AT&T - Fawn Weaver | \$3,735.38 |
| Athens Distributing Co of Nashville | \$2,575.05 |
| Austin Gray Design Group - AGDG | \$2,120.00 |
| Auto-Chlor System | \$3,187.69 |
| Avid Marketing Group | \$60,021.19 |
| Axper USA Inc. | \$14,140.00 |
| Badger Liquor | \$2,651.32 |
| BCI Buckeye Corrugated | \$18,501.24 |
| BCUD 0049-04100-004 | \$20.58 |
| Beaver Engineering, Inc. | \$137,435.28 |
| Bedford County Property Taxes | \$324,172.00 |
| Bedford County Utility District | \$3,622.23 |
| Belcher Sykes Harrington, PLLC | \$26,323.82 |
| Belmark Inc | \$45,592.00 |
| Benchmark Beverage | \$8.48 |
| Berkshire Hathaway Homestate Co (National Indemnity) | \$7,521.83 |
| Berlin Packaging, LLC | \$310,537.26 |
| Better Business Solutions | \$387.82 |
| Billups, LLC | \$286,258.19 |
| Black Sheep LLC- Jon Santer | \$1,500.00 |

| | |
|---|--------------|
| BLC Communications, LLC | \$67,084.50 |
| Blue Kangaroo Design LTD | \$4,322.99 |
| Blue Label Packaging Co | \$341,041.63 |
| BME Services LLC | \$110,132.36 |
| Boelter | \$29,962.72 |
| Brandon Wright | \$487.12 |
| Brewing & Distilling Analytical Services, LLC | \$3,361.12 |
| Butler Snow LLP | \$26,026.00 |
| Cabinet Lex & G | \$240.00 |
| Cape Cod & Islands Appraisal Group LLP | \$1,500.00 |
| Carlson Insurance Group LLC-AFCO | \$35,128.08 |
| Cass Services, LLC | \$10,422.00 |
| Catalyst Design Group | \$3,600.00 |
| Center Stage Merchandising | \$7,627.12 |
| Charles Ann Enterprises Inc. DBA Units of Nashville | \$266.26 |
| Charrise Gordon | \$3,265.00 |
| Chris Cabrera Culture | \$1,500.00 |
| Cincinnati Insurance | \$41,092.00 |
| Cincy Black Travel | \$2,250.00 |
| Clark's Garage Door Company | \$95.00 |
| Clear Channel Outdoor | \$271,821.21 |
| COLLIGNON SEBASTIEN | \$1,746.19 |
| Comcast/Effectv | \$255.00 |
| Conceptual Concrete Design LLC | \$7,200.00 |
| Concur Technologies, Inc | \$4,316.32 |
| Contemporary Media, Inc. | \$500.00 |
| Conversant | \$415,165.09 |
| CORE (Children of Restaurant Employees) | \$2,500.00 |
| Core Bar Consulting, LLC | \$1,500.00 |
| Corkcicle | \$5,168.77 |
| Cursive Solutions, Inc. | \$108,191.84 |
| Daisy's Po'Boy & Tavern | \$2,000.00 |
| Dash Funding Source | \$0.00 |
| Datasite | \$5,196.38 |
| David Neeley | \$442.00 |
| DC Arena LP DBA Monumental Sports and Entertainment | \$72,222.50 |
| DE LAGE LANDEN FINANCIAL SERVICES, INC | \$11,954.30 |
| Deluxe | \$193,077.40 |
| Deluxe- 20UNCNEA | \$859,695.49 |
| Distilled Resources, Inc. | \$136,594.05 |
| Distilled Spirits Council of the United States | \$30,000.00 |
| Dragon Spirits Marketing, Inc. | \$30,189.32 |
| DTALS Incorporated | \$2,763.50 |
| Duck River Electric Membership Corp. -3002 | \$11,039.54 |
| DWR Enterprises | \$2,550.00 |
| Ecolab Pest Elimination | \$23,514.36 |
| Edgartown Water Department | \$444.03 |
| Elaborate Images | \$144.99 |
| Eli Brown | \$10,000.00 |
| Elyse V Ruinn | \$500.00 |

| | |
|---|----------------|
| Epic Packaging Group | \$39,822.84 |
| Epsilon Lambda Charitable Foundation | \$2,500.00 |
| Equiano Rum | \$842,829.74 |
| ESP Fire Protection, LLC | \$1,304.00 |
| Eversource | \$1,923.42 |
| Exchange Media Group, Inc | \$12,024.00 |
| Farryn Burkham of Augusta Media | \$20,000.00 |
| FedEx | \$38.19 |
| Ferris Associates Limited | \$0.00 |
| Firebirds International, LLC | \$2,500.00 |
| Fogel & Potamianos, LLP | \$9,153.00 |
| Ford | \$1,677.99 |
| Forklift Systems Inc. | \$607.98 |
| Franklin Chamber of Commerce | \$5,000.00 |
| Franklin County Chamber Champion | \$5,200.00 |
| Freshworks | \$2,646.00 |
| FT Publications Inc | \$8,333.00 |
| Gan Assurance | \$7,872.90 |
| Genesis Global Recruiting Inc. | \$1,418,759.53 |
| Genesis Global Workforce Solutions | \$0.00 |
| Goo Goo Cluster | \$3,728.16 |
| Goodland Supply | \$0.00 |
| GooGoo Cluster | \$3,728.16 |
| Gotham Insurance | \$0.00 |
| Gradus Inc. LLC - DBA Mickey's Popcorn | \$884.64 |
| GREENBERG TRAUIG LLP | \$3,807.50 |
| Growth Ledge Agency | \$3,162.50 |
| Gunderson Dettmer | \$268,739.00 |
| Herald A | \$8,170.92 |
| Herring Technology | \$85,657.00 |
| Himmels Architectural Door and Hardware | \$5,196.26 |
| Hire Dragons | \$18,642.78 |
| HNB-Huntington Bank | \$4,726.18 |
| Hopkins Farms Broadcasting, Inc. | \$250.00 |
| Howard University | \$0.00 |
| Hudson Group (HG) Retail LLC | \$13,000.00 |
| Hue & Cry Limited | \$8,416.47 |
| Humble Baron | \$14,037.87 |
| Huntington | \$1,125.28 |
| Huntingtown Auto Spa | \$112.53 |
| Hyatt | \$900.00 |
| iGo Marketing & Entertainment | \$13,333.33 |
| iHeartMedia, Inc | \$117,799.84 |
| Imbibe Media, Inc. | \$42,105.00 |
| Incorporating Services, Ltd | \$16,461.32 |
| Industrial Logistics Group | \$1,975.00 |
| Ingram Content Group | \$22,535.10 |
| Intelligent Office of Nashville | \$4,244.80 |
| Irell & Manella LLP | \$57,194.09 |
| Isabelle Couprie | \$47,010.60 |

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|--|--------------|
| IST Services & Communications | \$6,468.80 |
| ITNOLAP Pallet & Crafting, Inc. | \$1,357.00 |
| Ivy Mix | \$1,500.00 |
| Jack From Brooklyn- Deficit Funding | \$46,627.01 |
| Jazmin Gardner | \$1,316.25 |
| Johnson Brothers Maverick | \$19.96 |
| Johnson University | \$6,922.00 |
| Jonas Velarde | \$517.50 |
| Jones Distribution | \$6,453.04 |
| Journey For Good Foundation | \$12,250.00 |
| JPM Chase | \$1,731.34 |
| JT Disposal | \$68.00 |
| JumpCrew LLC | \$4,000.00 |
| Kacs Marketing | \$20,000.00 |
| Kate Gerwin | \$1,500.00 |
| Katsky Korins LLP | \$30,468.00 |
| Kentfield Marketing Group, LLC | \$407.44 |
| Koorsen Fire & Security | \$5,500.00 |
| KPMG | \$26,845.00 |
| Lakeway Publishers | \$2.00 |
| Lamar Companies | \$44,531.25 |
| Landreau Agro | \$19,645.22 |
| Launi King | \$39,937.50 |
| Lease Direct | \$318.10 |
| Lee Company | \$10,428.11 |
| Levi Gotsman | \$1,160.10 |
| Levy / Humble Baron, Inc. | \$26,056.97 |
| Life University | \$10,710.00 |
| Liquor Bottle Packaging International, LLC | \$30,147.83 |
| LocaliQ | \$9,821.95 |
| LocaliQ USA Today Network - acct 1142698 | \$24,178.60 |
| Logo Brands | \$6,233.86 |
| Logo Brands - Retail | \$15,845.89 |
| Lohr Distributing Co-Stl City | \$7.67 |
| Loomis Armored US, LLC | \$8,393.82 |
| Louisville Seventh 3PL | \$1,086.00 |
| Lush Tastings LLC | \$3,500.00 |
| Lymion Group Inc DBA Overproof | \$20,430.00 |
| Main Street Murfreesboro | \$3,000.00 |
| Mandlik & Rhodes | \$1,233.75 |
| Maplebear Inc. DBA Instacart | \$20,612.21 |
| Marabou, Inc F/S/O Jeffrey Wright | \$600,000.00 |
| Marshall's Haute Sauce | \$1,100.00 |
| MarkeTeam, Inc | \$2,600.00 |
| Martignetti | \$134.00 |
| Mary Gonzales Ramp | \$1,299.00 |
| Matanguy SAS | \$77,496.98 |
| Matthew Herman | \$12,000.00 |
| MCC Magazines, LLC | \$3,500.00 |
| Melcher Media | \$50,733.45 |

| | |
|---|----------------|
| Melisa Morales Velazquez | \$312.00 |
| Mercedes Auto Payment | \$1,306.48 |
| Mercury Design Studio | \$17,500.00 |
| Metro Lynchburg | \$29.17 |
| Metropolitan Moore Co Utility | \$74.29 |
| Michael George | \$10,000.00 |
| Mickey's Popcorn | \$884.64 |
| Midwest Promotional Models Inc | \$4,344.19 |
| Milano Promotional Services, Inc | \$554.29 |
| Miller Barondess, LLP | \$91,529.13 |
| Minuteman Press | \$121.74 |
| Monalto Corporate Events, Inc. | \$1,207,126.30 |
| Mora Chagoya | \$459.50 |
| Morgan, Lewis & Bockius LLP | \$287,999.92 |
| Movie Prod | \$2,619.45 |
| Mustard Seed Restaurant 2 LLC dba Daisy's Po'Boy & Tave | \$2,000.00 |
| Myers Concert Productions | \$500.00 |
| Nashville Communications | \$13,252.35 |
| Nashwood | \$50,000.00 |
| National Museum of African American Music | \$5,000.00 |
| Nationwide Distribution Services, Inc | \$41,021.87 |
| Newpoint Advisors Corp. | \$28,437.58 |
| Nicholas A Sensley | \$21,049.00 |
| Nicole Rush | \$7,500.00 |
| Ninety Proof Media | \$5,000.00 |
| North Mill Equipment Finance | \$1,004.29 |
| Northstar Spirits | \$173.68 |
| Nuso, LLC | \$6,450.86 |
| Oakdale Golf & Country Club | \$2,600.00 |
| Oasis W & S, LLC | \$43.62 |
| Odom NW Beverages | \$114.92 |
| Omar Seneriz | \$2,300.00 |
| Optima Program | \$2,234.00 |
| Oracle America Inc | \$581,000.33 |
| Oracle Netsuite | \$3,832.25 |
| OS3D Visualization & Design INC | \$9,500.00 |
| Otis and Rosie Brown Foundation, Inc | \$500.00 |
| Owner: Square One / Remit To: Industrial Logistics Group LI | \$1,975.00 |
| Pacers Basketball LLC | \$16,068.00 |
| Packaging Corporation of America | \$59,841.66 |
| Patrick Henry Creative Promotions | \$1,500.00 |
| PayBev LLC | \$13,880.00 |
| Paypal | \$1,822.20 |
| Pendleton Group LLC | \$2,000.00 |
| Pj's Hvac and Repair | \$3,346.00 |
| PKF Arsilon | \$1,334.04 |
| PLCS Premier Luxury Car Service | \$2,068.85 |
| Pollinate Inc. | \$660,706.96 |
| Poppy & Peep -Retail | \$5,700.00 |
| Possessed by Spirits Inc | \$1,500.00 |

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|--|--------------|
| Prashant Dongare | \$3,870.58 |
| Pratt Corrugated Holdings, Inc | \$277,691.10 |
| Pride Home Solutions | \$17,287.51 |
| Procopio, Cory, Hargreaves & S | \$145,338.68 |
| Progress Wine Group- FL | \$126.24 |
| Provi | \$0.01 |
| Pye Barker Fire & Safety | \$6,362.00 |
| Questex LLC | \$41,510.96 |
| R&S Flooring LLC | \$2,500.00 |
| Randstad | \$91,269.55 |
| Ranger Station | \$525.24 |
| Republic National Distributing Company | \$22.82 |
| ReserveBar Holdings Corp | \$7,800.00 |
| RNDC, Montgomery, AL | \$89.82 |
| RNDC-NWS, LLC (formerly NWS) | \$36.20 |
| Rose Construction | \$3,400.11 |
| Roy & Associates CPA P.C. | \$1,500.00 |
| Rusken Packaging | \$8,874.25 |
| Rutherford County Chamber of Commerce | \$10,000.00 |
| S.A.S. Domaine D'Anatole | \$110.17 |
| Salary.com LLC | \$15,999.00 |
| San Diego Spirits Festival | \$16,560.00 |
| Sarah d Sousa | \$12,000.00 |
| Sarl eta Pierra Baudin | \$27,965.12 |
| Savariau | \$3,697.89 |
| Scorp Promo, Inc. | \$10,803.28 |
| Sean Carr | \$675.00 |
| Selas FTPA | \$2,840.24 |
| SevenFifty | \$800.00 |
| Shared Spirits, LLC. | \$10,225.00 |
| Shedd Aquarium | \$5,000.00 |
| Shelbyville Grand | \$13,000.00 |
| Shelbyville Lions Club | \$650.00 |
| Shelbyville-Bedford Partnership | \$20,000.00 |
| Sheralyn Bradley | \$3,712.74 |
| Sigma Supply of North America | \$4,597.23 |
| Signet | \$1,977.00 |
| Slicker Beverage Insights | \$58,704.97 |
| Social Coast Mobile Beverage Co. | \$19,851.00 |
| Southern Smoke Foundation | \$2,500.00 |
| Spector | \$797.46 |
| Speed Rack Inc | \$48,000.00 |
| SpeedPro | \$75.00 |
| Spirits Bartending Service LLC | \$3,712.74 |
| SquareWorks Consulting | \$15,518.00 |
| State of Tennessee Elevator Unit | \$90.00 |
| Steven Aturo | \$3,575.54 |
| Straight Up Collective, LLC | \$19,400.00 |
| Stratus of Nashville | \$1,125.00 |
| SUCO | \$2,250.00 |

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|---|--------------|
| Sunbelt Rentals | \$437.22 |
| Susan A Davidson | \$740.00 |
| Sysco | \$7,355.06 |
| System Scales Corp - Construction | \$1,239.00 |
| T2D Concepts LLC | \$2,000.00 |
| Tanisha Gaines | \$120.00 |
| Taylor Wessing | \$6,670.49 |
| Tennessee Department of Revenue - F&E Tax | \$66,012.93 |
| Tennessee Distilling Group | \$107,128.00 |
| Tennessee Logos, LLC | \$1,373.00 |
| Terracon Consultants, Inc | \$130,617.88 |
| Terrell Maddox | \$9,539.07 |
| The Brand Guild | \$246,296.81 |
| The Celebration | \$90,000.00 |
| The Cincinnati Insurance Companies | \$65,379.00 |
| The Express | \$274.38 |
| The Formulation Group | \$17,000.00 |
| The Keystone Group LLC | \$13,084.00 |
| The Mather Group, LLC | \$30,000.00 |
| The Monroe Companies, LLC | \$3,000.00 |
| The Only IMPACT Magazine LLC | \$1,000.00 |
| The UPS Store | \$4,499.32 |
| Thompson Burton PLLC | \$32,345.71 |
| Thoroughbred Spirits Group, LLC | \$29,915.84 |
| Thousand Oaks Barrel Co. | \$3,417.95 |
| Threds Inc | \$1,061.42 |
| ThreeStone Solutions LLC | \$10,425.00 |
| Tiffanie Barriere | \$1,500.00 |
| Tim Wienczek | \$2,800.00 |
| TN Dept of Environment & Conservation | \$1,974.83 |
| TN Dept of Revenue | \$8,029.69 |
| TN Labor & Workforce Development | \$150.95 |
| Tom Attwater Media | \$1,928.00 |
| Top Shelf Promotions, Inc. | \$11,747.48 |
| Total Quality Logistics | \$13,342.26 |
| Town of Edgartown | \$9,405.68 |
| TQL | \$11,325.46 |
| Tri Star Outdoors | \$300.00 |
| Tricorbraun Inc | \$423,025.99 |
| Triple Seat Software | \$528.06 |
| Troutman Pepper Locke LLP | \$116,066.50 |
| True North Consulting, LLC | \$170,750.00 |
| Uline | \$7,296.33 |
| UN/Empire | \$262,186.38 |
| Unifirst Coporation | \$3,246.30 |
| Unishippers | \$311.41 |
| United States Bartenders' Guild Inc. | \$1,500.00 |
| Upworks | \$17,262.67 |
| US Event Management | \$2,172.34 |
| US Standard Products Corp | \$1,560.90 |

| | |
|--------------------------------------|------------------------|
| VentraOps | \$199,120.00 |
| Verizon Business | \$7,814.12 |
| Vermont Information Processing, Inc, | \$13,993.22 |
| Villela CPA PLLC | \$15,000.00 |
| Virginia Tech University | \$20,273.50 |
| Vokent LLC | \$1,828.82 |
| Wedland Group | \$289,308.20 |
| Whistle Pig Rye | \$30,713.05 |
| WhistlePig, LLC | \$31,805.35 |
| White Door Events | \$1,168.98 |
| Willscot - Mobile Mini | \$16,031.47 |
| Wine Warehouse - | \$1,134.12 |
| Zimcal Asset Managment | \$0.00 |
| Zucconi Idea Agency Inc | \$3,500.00 |
| Unidentified Vendor | \$3,878,143.43 |
| TOTAL: | <u>\$20,143,518.23</u> |

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

| | | |
|-------------------------------|---|-------------------------|
| FARM CREDIT MID-AMERICA, PCA, |) | |
| |) | |
| Plaintiff, |) | Case No. 4:25-cv-38 |
| |) | |
| v. |) | Judge Atchley |
| |) | |
| UNCLE NEAREST, INC., et al., |) | Magistrate Judge Steger |
| |) | |
| Defendants. |) | |
| |) | |

**SUPPLEMENTAL BRIEF OF HUMBLE BARON, INC. RELATING TO
MOTION FOR CLARIFICATION OF RECEIVERSHIP ORDER AND STATEMENT
OF FARM CREDIT**

Humble Baron, Inc. (“Humble Baron”), by and through its undersigned counsel, provides this supplemental and amended response with regard to the *Receiver’s Motion for Clarification of Receivership Order* (the “Motion to Clarify”)¹ and the *Statement of Farm Credit Mid-America, PCA in Support of Motion for Clarification of Receivership Order* (the “Farm Credit Statement”),² through which the Receiver and Farm Credit (collectively, the “Movants”) seek to divest Humble Baron, and its board and shareholder, of their control of the company and place the company and its assets into receivership. In support of this Brief, Humble Baron incorporates the Declaration of Keith Weaver (the “Keith Weaver Declaration”), attached as **Exhibit 1**, and asserts and alleges as follows:

¹ Dkt. 41.
² Dkt. 44.

BACKGROUND

1. On October 21, 2025, Humble Baron filed its initial response to the Motion to Clarify and the Farm Credit Statement. This Supplemental Response provides the underlying documentation of the transactions involving Humble Baron and Uncle Nearest, a description of the businesses purposes behind those transactions, and proof of no commingling of the finances of Uncle Nearest and Humble Baron. Further, this Supplemental Response provides documentation as to the adherence to corporate formalities by Humble Baron which demonstrates that Humble Baron and Uncle Nearest are not alter egos.

2. Humble Baron is a Delaware C Corporation that was incorporated on January 26, 2021. Humble Baron is owned 100% by a blind trust for which Keith Weaver is the sole beneficiary. Humble Baron is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.³

3. Humble Baron has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).⁴

4. The ERP system used for Humble Baron is a food and beverage specific accounting system/ERP called “R365.” It is not used by or connected in any way to the Uncle Nearest entities.⁵

5. Humble Baron has separate bank accounts from the Uncle Nearest Entities and has not exercised, and does not exercise, any control over the bank accounts or operations, financial or otherwise, of the Uncle Nearest entities. Likewise, the Uncle Nearest entities exercise no control

³ Exhibit 1, ¶ 3.

⁴ Exhibit 1, ¶ 5.

⁵ Exhibit 1, ¶ 6.

over the bank accounts or operations, financial or otherwise, of Humble Baron.⁶ Humble Baron's operating licenses are all in its own name, not in the name of any of the Uncle Nearest entities.⁷

6. Humble Baron operates a bar called the Humble Baron Bar, which is located at Nearest Green Distillery ("NGD"). The Humble Baron Bar is a full-service bar that serves Uncle Nearest's products as well as branded spirits manufactured by other distilleries.⁸ Contrary to the false assertions made by Farm Credit in the Farm Credit Statement, Humble Baron leases the premises from Uncle Nearest Real Estate Holdings, LLC ("UNRE") pursuant to that certain Commercial Lease Agreement dated March 1, 2023 (the "Lease"), as amended by that certain First Amendment to Commercial Lease Agreement dated February 1, 2025 (the "Lease Amendment") (with the Lease, the "Amended Lease").⁹ The term of the Lease was extended by the Lease Amendment and runs to February 28, 2030, with additional extension options. Pursuant to the Amended Lease, the Landlord is responsible for payment of all utilities related to the Premises and all repairs and maintenance for the building and common elements.

7. The Lease Amendment provides as follows:

2. Landlord Responsibility for Utilities, Insurance, and Maintenance

Notwithstanding anything to the contrary in the original Lease:

- **Utilities:** Landlord shall be solely responsible for and shall pay all utility services for the Premises, including but not limited to electricity, water, sewer, gas, and trash collection.
- **Insurance:** Landlord shall maintain all required property and casualty insurance coverage for the Premises, including liability insurance covering common areas and structural components.
- **Maintenance:** Landlord shall be responsible for the repair and maintenance of the building structure, roof, HVAC, plumbing, electrical systems, and any other common elements, and shall ensure that the Premises are in good working condition

⁶ Exhibit 1, ¶ 8.

⁷ Exhibit 1, ¶ 8.

⁸ Exhibit 1, ¶ 4.

⁹ Weaver Exs. 26 and 27.

at all times. Tenant shall remain responsible for maintenance of its interior décor, furniture, fixtures, and equipment.¹⁰

8. The Lease Amendment clearly provides that Nearest Green Distillery is responsible for payment of common area expenses, including trash collection, and that Humble Baron is only responsible for maintenance of its interior décor, furniture, fixtures and equipment. Consequently, the Receiver's allegation that the Uncle Nearest entities have paid expenses related to the leased premises simply proves that Nearest Green Distillery has complied with its obligations under the lease – not that there has been any commingling or that the entities have not maintained their separateness.

9. In addition to its on-premise sale of alcohol, Humble Baron undertakes sales of retail merchandise online, exploration of locations for future growth, and various creative works under development (TV shows, film, books, etc.).¹¹ Other than lessor/lessee relationship and the sharing of certain expenses due to the on-site proximity of the businesses, there is no connection of Humble Baron to the Uncle Nearest companies and neither of the companies exercises control over the other.¹² Humble Baron has its own employees (separate payroll), bank accounts, vendors, clients, financial statements, etc.¹³

10. Because Humble Baron sells spirits on-premise by the glass, the ownership and control of Humble Baron is required under applicable law to be completely separate, directly and indirectly, from the ownership and control of Uncle Nearest, Inc. in accordance with applicable three-tier/tied house laws. Specifically, the Tennessee Code provides that “[n]o manufacturer, brewer or wholesaler shall have any interest in the business or building containing licensed

¹⁰ Weaver Ex. 27.

¹¹ Exhibit 1, ¶ 8.

¹² Exhibit 1, ¶ 8.

¹³ Exhibit 1, ¶ 8.

premises of any other person having a license under this chapter, or in the fixtures of any such person.”¹⁴ That separateness between the Uncle Nearest entities and Humble Baron has been maintained at all times. All transactions between Humble Baron and the Uncle Nearest Entities have been supported by legitimate business purposes and consideration.¹⁵

11. Furthermore, Tennessee law prohibits a distillery from selling alcohol by the glass except in very limited circumstances.¹⁶ Those circumstances are limited to samples (free or for a fee) of the product manufactured by the distillery (not products manufactured by other distillers).¹⁷ Accordingly, if Humble Baron were deemed part of Uncle Nearest, Humble Baron would immediately be unable to sell any alcohol other than products produced by Uncle Nearest and would be restricted from selling any alcohol after 11 pm each evening. Accordingly, the separateness that has been maintained between Humble Baron and Uncle Nearest has been critical to the very existence of Humble Baron.

12. The Receiver has previously expressly acknowledged that the ownership and control of Humble Baron is required to be separate from Uncle Nearest under Tennessee law and that, although Humble Baron operates on the Nearest Green Distillery property, Humble Baron “appears to be separate financially from Uncle Nearest.”¹⁸

13. Farm Credit’s Statement states that “[t]he funds and operations of Uncle Nearest and Humble Baron appear to be comingled such that Humble Baron falls within the scope of the Receivership Assets.”¹⁹ This conclusion is based on several false premises.

¹⁴ T.C.A. § 57-3-210(e).

¹⁵ Exhibit 1, ¶ 5.

¹⁶ See T.C.A. § 57-3-202(i)(1).

¹⁷ *Id.*

¹⁸ Dkt. 41, at 2.

¹⁹ Dkt. 44 at 4.

14. First, Farm Credit asserts that Uncle Nearest, Inc. made a payment to Levy Premium Foodservice Limited Partnership (“Levy”) on behalf of Humble Baron. This statement is incorrect and exemplifies the fact that Farm Credit has made literally no effort to confirm the veracity of any of the allegations it has made in its Statement.

15. Levy is a management company that previously provided comprehensive management and operational services, including event management, to Humble Baron and Shelbyville Barrel House BBQ, LLC under a Management Agreement.²⁰ During the term of the Management Agreement, Levy provided certain services related to various events, including certain Uncle Nearest shareholder events, held by Nearest Green Distillery on the premises of the Nearest Green Distillery and the Humble Baron Bar.²¹ These events were solely for the benefit of Uncle Nearest and/or Nearest Green Distillery and the costs associated with such events were the direct obligation of the Nearest Green Distillery.²² The charges relating to Levy’s services to NGD are evidenced by invoices issued on behalf of “Levy / Humble Baron.”²³ As noted in correspondence from Peter LaFemina to Felicia Gallagher dated April 12, 2024,²⁴ the outstanding balance due to Levy on account of services provided for Nearest Green Distillery was approximately \$100,000 as of April 12, 2024, and Mr. LaFemina was requesting on behalf of Humble Baron that Nearest Green Distillery pay its due balance to Levy. This correspondence is also direct evidence that the operations of Humble Baron and Uncle Nearest/Nearest Green Distillery were not commingled and that the corporate forms were maintained.

²⁰ Exhibit 1, ¶ 10.

²¹ Exhibit 1, ¶ 10.

²² Exhibit 1, ¶ 10.

²³ Exhibit 1 (Ex. A).

²⁴ Exhibit 1 (Ex. B).

16. Uncle Nearest's own records show the balance it owed to Levy as an account payable. Uncle Nearest's own account payable ledger as of June 12, 2025, a balance owed by Uncle Nearest to "Levy/Humble Baron" of \$134,501.06 as of July 1, 2024. Thus, Uncle Nearest's own records, which have been available to both Farm Bank and the Receiver, clearly show that Uncle Nearest had a balance due directly to Levy.

17. On August 1, 2024, Levy filed a complaint against Shelbyville Barrel House BBQ, LLC and Humble Baron, Inc. seeking to recover unpaid management fees, including fees related to the events that were for the sole benefit of Nearest Green Distillery (the "Levy Complaint").²⁵ Although Uncle Nearest was not named directly as a defendant, the claims asserted by Levy in the Levy Complaint included amounts that were for Uncle Nearest and the Nearest Green Distillery. Counsel for Humble Baron and Shelbyville Barrel House BBQ, LLC, in discussions with the management of Uncle Nearest, determined that it would not be necessary to join Uncle Nearest or NGD as a third-party defendant because those parties were agreeable to pay their portion of any agreed settlement. The lawsuit was ultimately settled through the Settlement Agreement dated March 18, 2025 (the "Levy Settlement Agreement").²⁶ Per the Settlement Agreement, a series of payments were to be made to Levy to resolve its claims, which included the claims relating to the obligations of Nearest Green Distillery. In order to resolve the portion of the Levy Settlement Agreement attributable to Nearest Green Distillery, Uncle Nearest, Inc. paid an amount the NGD owed directly to Levy in furtherance of the Settlement.²⁷ Thus, the payment by Uncle Nearest, Inc. was for its own obligations or obligations of Nearest Green Distillery, not obligations of Humble Baron. The payment by Uncle Nearest Inc. to Levy was entirely proper and does not

²⁵ Exhibit 1, ¶ 12.

²⁶ Farm Credit Ex. 14.

²⁷ Exhibit 1, ¶ 13.

support any finding of comingling as between the Uncle Nearest Entities and Humble Baron. In fact, it demonstrates the corporate separateness of the entities because it shows that Humble Baron was not paying obligations of the Uncle Nearest Entities.

18. Farm Credit's next assertion, that Uncle Nearest's payment for the Guinness World Record designation was improper, is based on apparent willful ignorance of the symbiotic business marketing relationship between Uncle Nearest and Humble Baron, which relationship exists in practically every iteration of a distiller/retailer relationship. Uncle Nearest is not the first distiller to lease space to a separate full bar or restaurant concept within its distillery. While the companies are completely separate as required by the three-tier system and applicable tied house laws, the benefit to the distillery that the bar concept brings is significant retail traffic to the distillery and increased exposure and visibility for the distillery.²⁸ Consequently, providing distillery space for an on-premise bar, even for little or no rent, provides a significant opportunity for the distillery to increase retail sales of its products and to promote its brands. Similarly, positive national recognition for the bar that includes recognition for the distillery where the bar sits is in the best interests of the distillery.

19. With respect to the Guinness World Record recognition, as is clear even from the articles cited by Farm Credit in footnote 8 of its Statement,³¹ practically every article about the world record designation, and the Guinness website itself, prominently recognizes, if not emphasizes, the bar's location at the Nearest Green Distillery.³² This promotion was not by chance but was a specific goal of the Uncle Nearest's management and justified Uncle Nearest seeking

²⁸ Exhibit 1, ¶ 14.

³¹ Dkt. 44.

³² The actual Guinness World Record listing is: "The longest bar is 157.89 m (518 ft), achieved by Humble Baron (USA) in Shelbyville, Tennessee, USA, on 23 March 2023. The bar is located on the premises of Nearest Green Distillery." <https://www.guinnessworldrecords.com/world-records/69267-longest-bar>.

and paying for the world record designation in the exercise of its reasonable business judgment.³³ The management of Humble Baron, which was a start-up entity, would not have approved payment of the Guinness World Record expense because, due to its location in the small town of Shelbyville, Tennessee, with a very limited local population to drive a base level of traffic to the bar, the bar's retail sales were not projected to be increased enough to justify the cost of the world record designation.³⁴ For Nearest Green Distillery, on the other hand, which was seeking a national and perhaps world-wide market for its products, the additional notoriety from the World Record was anticipated to lead to significant additional press for the Distillery and the Uncle Nearest Brand that would make the world record designation pay off.³⁵

20. The Humble Baron bar and the Guinness World Record are featured prominently on the Nearest Green Distillery website as well as in the Nearest Green facility. On the Nearest Green Distillery website, a prominent link to the Humble Baron website is on the main page and that link opens to a page stating, "EVERYONE HAS A SEAT AT THE LONGEST BAR IN THE WORLD."³⁶ The Humble Baron Bar itself sits in the main tourist building of the Nearest Green Distillery and visitors to the facility walk directly through the distillery's gift shop and tasting room in order to enter the Humble Baron bar.³⁷ The value to Uncle Nearest of Humble Baron's location at the distillery and its longest bar in the World designation is significant.³⁸ Thus, Uncle Nearest's decision to pay for the Guinness World Record fees does not evidence any commingling of the businesses, improper activity, any basis for an alter ego finding or otherwise support expanding the receivership.

³³ Exhibit 1, ¶ 14.

³⁴ Exhibit 1, ¶ 14.

³⁵ Exhibit 1, ¶ 14.

³⁶ Exhibit 1, ¶ 15; See <https://unclenearest.com/distillery/>.

³⁷ Exhibit 1, ¶ 15.

³⁸ Exhibit 1, ¶ 14.

21. Farm Credit falsely asserts that Humble Baron has no lease for its operation of the bar on the Uncle Nearest real property.³⁹ Again, if Farm Credit had even a passing knowledge of the regulatory environment in the spirit industry (or simply asked anyone with knowledge), it would have known that Humble Baron having a written lease (or evidence of ownership of the property) for its operating premises is required as part of the process of obtaining a liquor license in Tennessee. So, either Farm Credit knew the statement was false or simply decided to make the allegation without any effort to determine the veracity of it. In any event, as noted previously, Humble Baron and Uncle Nearest Real Estate Holdings, LLC are parties to a written lease, which is a requirement of Humble Baron even being able to operate as a full-service bar.

22. The Receiver asserts that Humble Baron has not made the lease payments due under the Lease and that this somehow constitutes commingling. In fact, no money changed hands so it would seem that this is the opposite of commingling. In any event, the business decision of Uncle Nearest's management not to provide notice of default under the Lease is a proper exercise of business judgment. As set forth in the Keith Weaver Declaration, the Humble Baron bar provides significant services to the Uncle Nearest Entities and consequently there are amounts owed to Humble Baron that offset the rent requirement.⁴⁰ Additionally, closing of the Humble Baron bar would be detrimental to the business of Uncle Nearest and NGD.⁴¹ The Receiver appears to agree with that sentiment as he has not sought to terminate the Lease for non-payment during the more than five months that he has been in charge of the NGD.

23. In the Receiver's Declaration, the Receiver erroneously aggregates transactions between the Non-Parties, between the Non-Parties or Receivership Entities with "Unknown

³⁹ Dkt. 44, p. 8.

⁴⁰ Exhibit 1, ¶ 8.

⁴¹ Exhibit 1, ¶ 8.

Accounts,” and between the Non-Parties and the Receivership Entities, and concludes that the volume of such transactions is, itself, evidence of commingling. First, his argument that transactions between Non-Parties, which do not involve the Receivership Entities, is somehow evidence of commingling with the Receivership Entities completely defies logic. Likewise, his argument that transactions between the Non-Parties or Receivership Entities with “Unknown Accounts” is evidence of commingling between the Non-Parties and the Receivership Entities is hard to even comprehend. His inability to identify the “Unknown Accounts” is simply evidence that he has not done even a basic amount of due diligence on this matter and nothing more. Finally, his assertion that the quantity of transactions between the Non-Parties and the Receivership Entities is evidence of commingling without reference to the specifics of the particular transactions and without any evidence of a lack of legitimate business purpose to each such transaction is invalid. The simple fact that a transaction or transactions occurred is not evidence of commingling in the absence of proof that the transactions lacked a legitimate business purpose for each entity involved in the transaction.

24. To the extent that the Receiver bases his argument on his need for further information about transactions, the Receiver has not demonstrated that placing Humble Baron in receivership is the least intrusive way to get that information. The Receiver has not requested any information from Humble Baron other than the bank records, all of which have been provided.⁴² The Receiver has not asserted or alleged that he has requested any information from Humble Baron that has not been provided. Consequently, the Receiver hasn’t even taken the first most basic step to obtain information regarding transactions between Humble Baron and the Receivership Entities, much less sought to subpoena documents or depose relevant individuals regarding such

⁴² Exhibit 1, ¶ 16.

transactions. Clearly, less intrusive measures than receivership are available to obtain information relating to the transactions. Consequently, placing Humble Baron in receivership is unwarranted and inappropriate.

25. The Receiver has not identified any specific property held by Humble Baron that is property of the Receivership Estate. In fact, neither Humble Baron nor any of its assets is property of the Receivership Estate.⁴³

26. Since its inception, Humble Baron has operated at a financial loss while investing in the infrastructure, staffing, and brand development necessary to establish a viable hospitality enterprise.⁴⁴ In 2024 and 2025, Humble Baron implemented a structured turnaround strategy focused on hosting high-profile public events and securing private event buyouts designed to generate sufficient revenue to move the business toward profitability.⁴⁵ These initiatives required substantial advance financial commitments, marketing expenditures, and operational investments. Humble Baron, Inc. exclusively bore all such expenditures.⁴⁶ It maintains its own bank accounts, payroll, tax identification number, accounting systems, and financial statements separate and apart from the Uncle Nearest Entities.⁴⁷ No funds from any of the Uncle Nearest Entities were used to finance these efforts.⁴⁸

27. Although Humble Baron is legally and operationally separate from the Uncle Nearest Entities, the pending litigation and appointment of a receiver over those entities have materially and adversely affected Humble Baron's business operations.⁴⁹ Because the Humble

⁴³ Exhibit 1, ¶ 17.

⁴⁴ Exhibit 1, ¶ 17.

⁴⁵ Exhibit 1, ¶ 17.

⁴⁶ Exhibit 1, ¶ 17.

⁴⁷ Exhibit 1, ¶ 17.

⁴⁸ Exhibit 1, ¶ 17.

⁴⁹ Exhibit 1, ¶ 18.

Baron Bar is physically located on the Nearest Green Distillery property and Mr. Weaver is publicly associated with the broader brand, the receivership proceedings have created marketplace uncertainty among customers, vendors, and employees.⁵⁰ Since the initiation of the receivership process, Humble Baron's revenue has declined approximately 30% year-over-year.⁵¹ Event bookings have slowed, attendance from local patrons has decreased, and prospective clients have expressed hesitation in committing to future engagements.⁵² During this same period, Humble Baron's performance-based catering sales manager resigned, further impairing execution of the company's revenue strategy.⁵³

28. The financial strain has been compounded by unpaid amounts owed to Humble Baron by Nearest Green Distillery and/or Uncle Nearest for legitimate, invoiced services.⁵⁴ Continued uncertainty regarding whether Humble Baron could be drawn into the receivership-despite its lack of ownership overlap, lack of shared control, separate accounting systems, and absence of liability for the alleged debts at issue-has inhibited normal business planning and operations.⁵⁵ If Humble Baron were subjected to receivership, applicable federal and state regulatory requirements governing alcohol sales would likely require immediate cessation of operations, resulting in significant and potentially irreparable harm.⁵⁶

29. At no time prior to advancing assertions affecting Humble Baron did the Receiver or his representatives request clarification of specific transactions or an explanation regarding the flow of funds.⁵⁷ Had such clarification been requested, Humble Baron and Mr. Weaver were

⁵⁰ Exhibit 1, ¶ 18.

⁵¹ Exhibit 1, ¶ 18.

⁵² Exhibit 1, ¶ 18.

⁵³ Exhibit 1, ¶ 18.

⁵⁴ Exhibit 1, ¶ 19.

⁵⁵ Exhibit 1, ¶ 19.

⁵⁶ Exhibit 1, ¶ 19.

⁵⁷ Exhibit 1, ¶ 20.

prepared to provide documentation and explanation. Direct clarification would have reduced uncertainty and business disruption.⁵⁸ Clear confirmation from this Court that Humble Baron, Inc. is not part of the Receivership Estate, that its assets are not subject to the Receiver's authority, and that it may continue operating independently absent further order of this Court is necessary to prevent further operational harm to an entity that holds no receivership assets and is not liable for the alleged debts at issue.⁵⁹

ARGUMENT

30. In this diversity action, the law of Tennessee is applicable.⁶⁰ The Movants seeking to include Humble Baron in the receivership have the burden of proving entitlement to that relief.⁶¹

31. As the Court noted in its September 30 Order, “[c]ourts have broad power and wide discretion to oversee the administration of a receivership.”⁶² Further, the Court has the power to expand a receivership where the expansion is necessary to effectively safeguard assets of the receivership.⁶³ It is noteworthy that the vast majority of federal cases dealing with federal equity receiverships arise in securities fraud cases instituted by the SEC or other consumer fraud contexts. In the context of diversity jurisdiction, the courts have found that “[a] receiver is an extraordinary equitable remedy that is only justified in extreme situations.”⁶⁴

⁵⁸ Exhibit 1, ¶ 20.

⁵⁹ Exhibit 1, ¶ 20.

⁶⁰ "Federal diversity jurisdiction provides an alternative forum for the adjudication of state-created rights, but it does not carry with it generation of rules of substantive law." *Gasperini v. Ctr. for Humans., Inc.*, 518 U.S. 415, 426-27, 116 S. Ct. 2211, 135 L. Ed. 2d 659 (1996). "Under the Erie doctrine, federal courts sitting in diversity apply state substantive law and federal procedural law." *Id.* at 427; *see also Kepley v. Lanz*, 715 F.3d 969, 972 (6th Cir. 2013) ("In diversity cases, a federal court must rely upon the substantive law of the forum state.").

⁶¹ *See Taylor Steel, Inc. v. Keeton*, 417 F.3d 598, 607 (6th Cir. 2005)(holding that party seeking to pierce corporate veil bears the burden of proof); *Oceanics Schools, Inc. v. Barbour*, 112 S.W.3d 135, 140 (Tenn. Ct. App. 2003)("The party wishing to pierce the corporate veil has the burden of presenting facts demonstrating that it is entitled to this equitable relief.")(citing *Schlater v. Haynie*, 833 S.W.2d 919, 925 (Tenn. Ct. App. 1991)).

⁶² *Consumer Fin. Prot. v. Strafs, LLC*, No. 24-CV-40-EAW-MJR, 2025 U.S. Dist. LEXIS 98061, at *28 (W.D.N.Y. May 22, 2025)

⁶³ *See id.*

⁶⁴ *See, e.g., Rochester MSA Bldg. Co. v. UMB Bank, N.A.*, 2022 U.S. Dist. LEXIS 6184, at *17 (D. Minn. 2022)(quoting *Aviation Supply Corp. v. R.S.B.I. Aerospace, Inc.*, 999 F.2d 314, 316 (8th Cir. 1993)).

32. The cases addressing this issue indicate that expansion of a receivership estate should be done only “with utmost caution and justified only where there is a necessity to protect a party’s interest in property, legal and less drastic equitable remedies are inadequate, and the benefits of receivership outweigh the burdens on the affected parties.”⁶⁵ Where the requested expansion of a receivership is to bring in another company based on the doctrine of alter ego, the Court “must find that the party was an actor in the course of conduct constituting the abuse of corporate privilege – . . . [the court] may not apply the doctrine to prejudice an innocent third party.”⁶⁶

33. In analyzing the viability, or lack thereof, of the alter ego claims, in addition to applying federal law factors, the Court should also look to applicable state law requirements relating to alter ego.⁶⁷ Since the instant case is based on diversity jurisdiction, not federal question jurisdiction, and the claim at issue here is a simple breach of contract claim, not a securities fraud claim, the Court should look to state law in determining the alter ego question. Furthermore, since the receivership is merely procedural mechanism, not a form of relief, and since Humble Baron has no existing obligations to Farm Credit, Farm Credit would ultimately have to prove alter ego status under Tennessee law in order to actually make Humble Baron liable for any debts owed by Uncle Nearest to Farm Credit. Consequently, even if federal law still controls the question of expansion of the receivership, a relevant factor for the Court to consider within the federal standards is whether Farm Credit has a reasonable likelihood of maintaining a claim for alter ego under state law based on the facts presently before the Court.

⁶⁵ *CCUR Aviation Fin., LLC v. S. Aviation, Inc.*, No. 21-cv-60462-BLOOM/Valle, 2021 U.S. Dist. LEXIS 83769, *5 (S.D. Fla. May 3, 2021)(quoting *SEC v. Complete Bus. Sols. Grp.*, 2020 U.S. Dist. LEXIS 253062, at *2 (D. Nev. 1985).).

⁶⁶ *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

⁶⁷ *See id.*

34. In applying the federal factors first, as set forth in the Court’s September 30 Order, neither the Receiver nor Farm Credit has identified any specific assets of the receivership that are to be protected with respect to Humble Baron. So, out of the gate, the Movants’ effort to expand the receivership to include Humble Baron must fail because the expansion of the receivership is not necessary “to safeguard assets and prevent their dissipation.” Further, Farm Credit has not established that Humble Baron was funded by proceeds of some fraudulent scheme perpetrated by Uncle Nearest or any other bad actor, as is sometimes used to justify expanding receiverships to non-parties in cases where the public at large has been defrauded, such as in securities fraud actions and consumer fraud cases.⁶⁸ This receivership is based on a breach of contract claim, not a fraud claim.

35. The Movants’ effort also fails because they can’t meet the bare requirements that would be relevant to a determination that Humble Baron should have a receiver appointed. The Motion to Clarify and the Statement by Farm Credit go far beyond what is simply an effort to protect assets that are property of the receivership from dissipation—this is an effort to wrest control over Humble Baron based on mere allegations of potential facts and on factors significantly less rigorous than the very factors that the Court required to be considered in appointing the Receiver over Uncle Nearest in the first place. While Uncle Nearest had pledged all of its assets to secure the debt to Farm Credit, Humble Baron is not liable on any debts to Farm Credit and has not pledged any of its assets to secure debts owed to Farm Credit. Humble Baron is not a party to the Loan Documents and it has not defaulted on any obligations to Farm Credit. Humble Baron should have at least an equivalent right to the same analysis and burden of proof for divesting its

⁶⁸ See, e.g., *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

board of control over the business as Uncle Nearest's board had in its defense of the initial Receivership Motion.

36. In the deciding the Receivership Motion, this Court noted multiple factors used by courts in the Sixth Circuit:

- (1) Whether the property at issue is in imminent danger of being lost, concealed, injured, diminished in value, or squandered;
- (2) Whether the Defendants have engaged in fraudulent conduct;
- (3) Whether legal remedies are inadequate;
- (4) Whether less drastic equitable remedies are available;
- (5) The likelihood that the appointment of a receiver would do more good than harm;
- (6) Whether there is inadequate security for the debts; and
- (7) Whether the debtor is insolvent.⁶⁹

37. Even if all of the allegations in the Motion to Clarify, Farm Credit's Statement, and the Receiver's other filings were assumed factually correct (they are not), those allegations still fail to establish the factors necessary for the appointment of a receiver with respect to Humble Baron. The Movants have not identified any specific "property at issue" held by Humble Baron in which the Receivership Estate has an interest, much less made any showing that such property is in imminent danger of being diminished. The Movants have made no showing that Humble Baron has engaged in fraudulent conduct. Farm Credit has no legal or equitable remedies to assert against Humble Baron because Humble Baron is not obligated on any of the Farm Credit Loans, so there is no basis to say the legal remedies are inadequate or that less drastic equitable remedies are not available. To the extent that the Receiver believes that the Receivership Estate has claims against Humble Baron, the receiver can seek a judgment against Humble Baron, so there is an

⁶⁹ Dkt. 32, at 4 (citing *Pension Benefit Guar. Corp. v. Evans Tempcon, Inc.*, 630 F. App'x 410, 414 (6th Cir. 2015)).

adequate legal remedy. Furthermore, the Receiver has not even asked Humble Baron's management for additional information relating to the noted transaction and has not sought to obtain the information through discovery, so there are clearly less drastic means still available for the Receiver to obtain information relating to the transactions in question.

38. Expansion of the Receivership to include Humble Baron would do more harm than good. The disruption to its operations, which includes operation of the bar facilities and events, as well as its pursuit of other potential locations for additional Humble Baron bars, that would result from being placed under receivership would cause significant financial damages similar to the financial losses to the Uncle Nearest entities that have been caused by the Receivership, as even recognized by the Receiver. Furthermore, placing this entity in receivership and saddling the company with the expenses of the Receiver and his multitude of professionals would cause a significant increase in expenses for the company and the negative publicity that would impact its business and investments. Further, such action would ultimately not benefit the Receivership Estate at all because there is no proof that would support a finding of alter ego status in any final judgment. Thus, the known actual harm to the company of placing it in receivership would significantly outweigh any prospective unknown, likely unrealizable, potential benefit of putting the company into receivership.

39. Farm Credit's citation to the status as administratively dissolved with the Tennessee Secretary of State due to lack of annual reports for the last two years has been remedied. In any event, the corporate status of Humble Baron has no relevance because Humble Baron is not in a parent-subsidary relationship with the Uncle Nearest entities. Consequently, even if the administrative dissolution could lead to revoking Humble Baron's corporate status (it can't under

Tennessee law⁷⁰), the result would simply be that the assets and obligations of Humble Baron would be deemed assets and obligations of the Trust. It wouldn't mean that those assets and liabilities would somehow escheat to the Uncle Nearest Entities.

40. Since Humble Baron is not obligated on the Farm Credit Loans and holds no collateral securing those Loans, the question of the adequacy of Farm Credit's security has no relevance.

41. Finally, Farm Credit has not provided any material evidence that Humble Baron is insolvent or has been funded by assets of the Corporate Defendants. In sum, with respect to Humble Baron, the Movants cannot prove any of the same factors with respect to Humble Baron that this Court weighed in determining that Uncle Nearest should be under receivership control.

42. Since the Movants are disguising a general piercing of the corporate veil argument in the form of expansion of the receivership without identifying a single asset held by Humble Baron that is collateral to Farm Credit or that belongs to the Receivership Estate, the effort should be dismissed out of hand as inappropriate. At a minimum, the Movants should be required in this diversity action to meet the standard for piercing the corporate veil under state law.⁷¹

43. The Sixth Circuit has held that “[u]nder the long-standing *Erie* doctrine, in actions brought in federal court invoking diversity jurisdiction, a court must apply the same substantive law as would have been applied if the action had been brought in a state court of the jurisdiction where the federal court is located.”⁷² “When the success of a state law claim brought in federal court under diversity jurisdiction is dependent on piercing the corporate veil, this question of

⁷⁰ See T.C.A. § 48-24-202(c).

⁷¹ See *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

⁷² *Corrigan v. U.S. Steel Corp.*, 478 F.3d 718, 723 (6th Cir. 2007)(citing *Equitable Life Assurance Soc'y of the U.S. v. Poe*, 143 F.3d 1013, 1016 (6th Cir. 1998)).

substantive law is governed by the law of the state in which the federal court sits.⁷³ Since this Court sits in Tennessee, Tennessee law is applicable with respect to the question of piercing the corporate veil and alter ego analysis.

44. Earlier this year, in *Youree v. Recovery House of E. Tenn., LLC*,⁷⁴ the Tennessee Supreme Court comprehensively addressed the state of the law in Tennessee regarding “alter ego” claims and piercing the corporate veil. First, the court noted that the term “alter ego” was simply a “rhetorical device or picturesque term” that only confuses the fact that what is actually sought is piercing of the corporate veil.⁷⁵ The court also recognized that corporate separateness is presumed and that Tennessee courts give substantial weight to that presumption.⁷⁶

45. The court then confirmed the three elements, first articulated in *Continental Bankers Life Insurance Co. of the South v. Bank of Alamo*,⁷⁷ that have to be proved in order to pierce a corporate veil as follows:

- (1) Control over the entity, not only of finances, but of policy and business practice in respect to the transaction under attack, so that the entity, as to that transaction, had no separate mind, will, or existence of its own;
- (2) The control must have been used to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of a third party's rights; and
- (3) The control and fraud, wrong, violation, or injustice must have proximately caused the injury or unjust loss complained of.⁷⁸

46. The *Youree* court further found that certain factors outlined in *Federal Deposit Ins. Corp. v. Allen*,⁷⁹

⁷³ *Id.*

⁷⁴ 705 S.W.3d 193, 206-12 (Tenn. 2025).

⁷⁵ *Id.* at 208.

⁷⁶ *Id.* at 207.

⁷⁷ 578 S.W.2d 625 (Tenn. 1979).

⁷⁸ *Id.* at 637.

⁷⁹ 584 F. Supp. 386 (E.D. Tenn. 1984).

have their place in the analysis . . . [but] do not constitute a separate test. They are merely a list of circumstances that often may be relevant to the existence of one or more of the three *Continental Bankers* elements. Thus, the eleven circumstances listed in *Allen*, or any other relevant circumstance, may be used in determining whether the three required elements from *Continental Bankers* have been established.⁸⁰

The *Allen* factors are as follows:

Factors to be considered in determining whether to disregard the corporate veil include not only whether the entity has been used to work a fraud or injustice in contravention of public policy, but also: (1) whether there was a failure to collect paid in capital; (2) whether the corporation was grossly undercapitalized; (3) the non-issuance of stock certificates; (4) the sole ownership of stock by one individual; (5) the use of the same office or business location; (6) the employment of the same employees or attorneys; (7) the use of the corporation as an instrumentality or business conduit for an individual or another corporation; (8) the diversion of corporate assets by or to a stockholder or other entity to the detriment of creditors, or the manipulation of assets and liabilities in another; (9) the use of the corporation as a subterfuge in illegal transactions; (10) the formation and use of the corporation to transfer to it the existing liability of another person or entity; and (11) the failure to maintain arm's-length relationships among related entities.⁸¹

The *Youree* court then further cautioned

that checking items off a list is not a substitute for a purposive analysis of whether the *Continental Bankers* elements have been established. Regardless of the specific circumstances at issue, they must demonstrate all three elements of control, wrongdoing, and causation.⁸²

47. Since the Motion before the Court is not predicated on protecting any specific assets of the Receivership, it should be treated as simply a claim to pierce the corporate veil and should be granted or denied based on whether Farm Credit can carry its burden to prove that such Humble Baron is an alter ego of Uncle Nearest under Tennessee law.

48. As the Tennessee Supreme Court recently pronounced, the factors relevant to determining whether to pierce the corporate veil are those factors originally set forth in the

⁸⁰ *Youree*, 705 S.W.3d at 211.

⁸¹ *Id.* at 210 (quoting *Allen*, 584 F. Supp. at 397).

⁸² *Id.* at 212.

Continental Bankers case. Neither the Receiver’s Motion to Clarify nor Farm Credit’s Statement address in any meaningful way this applicable standard with respect to Humble Baron.

49. As to the first *Continental Bankers* element—“[c]ontrol over the entity, not only of finances, but of policy and business practice in respect to the transaction under attack, so that the entity, as to that transaction, had no separate mind, will, or existence of its own”— the only transactions at issue have been explained and do not show that Humble Baron exercised control over the finances, policy, or business practices of any of the Uncle Nearest Defendants, or vice versa. As the April 12, 2024, correspondence demonstrates, the finances of Humble Baron and the Uncle Nearest entities were completed through separate and distinct bank accounts and were arms-length transactions even where the companies shared symbiotic operations.

50. As to the second *Continental Bankers* element—“The control must have been used to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of a third party's rights”— the Movants have not submitted any evidence that Humble Baron controlled Uncle Nearest, or vice versa, in order to commit fraud or wrong, perpetuate the violation of a statutory or positive legal duty, or to commit a dishonest and unjust act in contravention of a third party’s rights. At all relevant times, Farm Credit was fully aware of Humble Baron operating as a separate legal entity and there was no mystery in that regard.

51. As to the third *Continental Bankers* element—“The control and fraud, wrong, violation, or injustice must have proximately caused the injury or unjust loss complained of”— since Farm Credit has failed to even establish facts sufficient to satisfy the first two elements, it is impossible for Farm Credit and the Receiver to prove that the first two elements were the proximate cause of any injury or unjust loss to Farm Credit or any other creditor. The transactions that have

been identified by Farm Credit are all legitimate transactions supported by documentation and business purposes that benefited Uncle Nearest. There is no proximate causation to any injury alleged by Farm Credit.

52. In sum, application of the *Continental Bankers* factors to Humble Baron shows that the Movants have not met, and cannot meet, their burden of proof. Neither the fact that Uncle Nearest paid its own obligation for the three shareholder events directly to Levy nor Uncle Nearest's decision to fund the Guinness World Record Designation for the longest bar located on the premises of the Distillery evidences any undue control by Humble Baron, Inc. over Uncle Nearest, Inc. and doesn't come close to satisfying the applicable factors for instituting a receivership, expanding a receivership or piercing the corporate veil under the *Continental Bankers*.

53. Indeed, applicable tied house/three tier laws expressly prohibit any overlapping ownership or control between those entities. A finding that Humble Baron and any of the Uncle Nearest Entities are alter egos would cause a violation of the applicable tied house laws and likely require that one or both of the Distillery and Humble Baron Bar immediately cease operations. Placing Humble Baron and its assets under this Receivership, in addition to being unsupported by applicable facts and law, would create harm that would greatly exceed any conjectured benefit.

54. To the extent that the Receiver argues that the Uncle Nearest's payment expenses related to the leased Premises is evidence of commingling, he simply ignores the fact that the Lease Amendment specifically requires Nearest Green Distillery, as Landlord, to pay those expenses. Clearly, compliance with a written lease cannot be constitute evidence of lack of adherence to corporate formalities and is not evidence of commingling.

55. Furthermore, placing this entity in receivership and saddling the company with the expenses of the Receiver and his professionals would cause an immediate reduction in sales and profitability due to issues with the applicable tied house laws and the negative publicity, and would drastically increase the expenses for the company. Further, such action would ultimately not benefit the receivership estate at all because there is no proof that would support a finding of alter ego status in any final judgment. Thus, the known actual harm to the company of placing it in receivership would significantly outweigh any prospective unknown, likely unrealizable, potential benefit to the receivership.

WHEREFORE, Humble Baron respectfully requests that the Court decline to expand the receivership to include Humble Baron or its assets and grant such other and further relief as is appropriate.

Respectfully submitted,

MANIER & HEROD, P.C.

/s/ Michael E. Collins

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Counsel for Humble Baron, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2026, the foregoing document was served on all parties registered to receive electronic notice via the Court's CM/ECF system.

/s/ Michael E. Collins

Michael E. Collins

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

| | | |
|-------------------------------|---|-------------------------|
| FARM CREDIT MID-AMERICA, PCA, |) | |
| |) | |
| Plaintiff, |) | Case No. 4:25-cv-38 |
| |) | |
| v. |) | Judge Atchley |
| |) | |
| UNCLE NEAREST, INC., et al., |) | Magistrate Judge Steger |
| |) | |
| Defendants. |) | |
| |) | |

**DECLARATION OF KEITH WEAVER REGARDING MOTION FOR
CLARIFICATION OF ORDER APPOINTING RECEIVER [DKT. 39]**

I, Keith Weaver, declare under penalty of perjury as follows:

1. I am, and was at all times relevant to this matter, more than eighteen (18) years of age.

2. I do not hold any shares or ownership interest in Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

Humble Baron, Inc. (“Humble Baron”)

3. Humble Baron is a Delaware C Corporation that was incorporated on January 26, 2021. Humble Baron is owned 100% by a blind trust for which I am the sole beneficiary. Humble Baron is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

4. Humble Baron operates a bar called the Humble Baron Bar, which is located at Nearest Green Distillery (“NGD”). The Humble Baron Bar is a full-service bar that serves Uncle Nearest’s products as well as branded spirits manufactured by other distilleries. Contrary to the

false assertions made by Farm Credit, Humble Baron leases the premises from Uncle Nearest Real Estate Holdings, LLC (“UNRE”) pursuant to that certain Commercial Lease Agreement dated March 1, 2023 (the “Lease”), as amended by that certain First Amendment to Commercial Lease Agreement dated February 1, 2025 (the “Lease Amendment”) (with the Lease, the “Amended Lease”). The term of the Lease was extended by the Lease Amendment and runs to February 28, 2030, with additional extension options. True and correct copies of the Lease and the Lease Amendment are Weaver Exs. 26 and 27, respectively. Pursuant to the Amended Lease, the Landlord is responsible for payment of all utilities related to the Premises and all repairs and maintenance for the building and common elements.

5. Humble Baron has its own tax id number that is distinct from the tax id numbers for the Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”). Humble Baron has its own bank accounts separate and apart from the bank accounts held by the Uncle Nearest Entities. All transactions between Humble Baron and the Uncle Nearest Entities have been supported by legitimate business purposes and consideration.

6. The ERP system used for Humble Baron is a food and beverage specific accounting system/ERP called “R365.” It is not used by or connected in any way to the Uncle Nearest entities.

7. Humble Baron is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Humble Baron has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Humble Baron holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

8. In addition to its on-premise sale of alcohol, Humble Baron undertakes sales of retail merchandise online, exploration of locations for future growth, and various creative works

under development (TV shows, film, books, etc.). Other than lessor/lessee relationship and the physical presence of the Humble Baron Bar on the premises of NGD, there is no connection of Humble Baron to the Uncle Nearest Entities and neither of the companies exercises control over the other. Humble Baron has its own employees (separate payroll), bank accounts, vendors, clients, financial statements, etc. Humble Baron provides the use of its facilities to Uncle Nearest and NGD for events, and invoices for fees and expenses related to such use. The ability of Uncle Nearest and NGD to obtain use of the Humble Baron bar for events is a key marketing tool for those companies.

9. Because Humble Baron sells spirits on-premise by the glass, the ownership and control of Humble Baron is required under applicable law to be completely separate, directly and indirectly, from the ownership and control of Uncle Nearest, Inc. and Nearest Green Distillery in accordance with applicable three-tier/tied house laws.

10. Levy Premium Foodservice Limited Partnership (“Levy”) is a management company that previously provided comprehensive management and operational services, including event management, to Humble Baron and Shelbyville Barrel House BBQ, LLC under a Management Agreement. During the term of the Management Agreement, Levy provided certain services related to various events, including certain Uncle Nearest events, held by Nearest Green Distillery and/or Uncle Nearest Inc. on the premises of the Nearest Green Distillery and the Humble Baron Bar. These events were solely for the benefit of Uncle Nearest and/or Nearest Green Distillery and the costs associated with such events were the direct obligation of Uncle Nearest and/or Nearest Green Distillery, as applicable. Attached as **Exhibit A** are invoices issued by “Levy / Humble Baron” to Nearest Green Distillery evidencing the distillery’s direct obligations relating to Levy’s services.

11. Attached as **Exhibit B** is correspondence maintained by the Company in the ordinary course of business from Peter LaFemina to Felicia Gallagher dated April 12, 2024, advising that the outstanding balance due from NGD to Levy on account of services provided for NGD was approximately \$100,000 as of April 12, 2024. In that correspondence, Mr. LaFemina requests on behalf of Humble Baron that Nearest Green Distillery pay its due balance to Levy. This correspondence is also direct evidence that the operations of Humble Baron and Uncle Nearest/Nearest Green Distillery were not commingled and that the corporate forms were maintained. The Uncle Nearest Accounts Payable register as of June 12, 2025, which is Farm Credit Ex. 7, shows an open a/p balance owed to “Levy / Humble Baron” as of July 1, 2024 of \$134,501.06.

12. On August 1, 2024, Levy filed a complaint against Shelbyville Barrel House BBQ, LLC and Humble Baron, Inc. seeking to recover unpaid management fees, including fees related to the events that were for the sole benefit of Nearest Green Distillery (the “Levy Complaint”). I was directly involved in the lawsuit and have personal knowledge of the claims involved and the resolution of those claims.

13. Although Uncle Nearest, Inc and NGD were not named directly as defendants, the claims asserted by Levy in the Levy Complaint included amounts that were for Uncle Nearest and the Nearest Green Distillery. Counsel for Humble Baron and Shelbyville Barrel House BBQ, LLC, in discussions with the management of Uncle Nearest, determined that it would not be necessary to join Uncle Nearest or NGD as a third-party defendants because those parties were agreeable to pay their portion of any agreed settlement. The lawsuit was ultimately settled through the Settlement Agreement dated March 18, 2025 (the “Levy Settlement Agreement”). A true and correct copy of the Levy Settlement Agreement is in evidence as Farm Credit Ex. 14. Per the

Settlement Agreement, a series of payments were to be made to Levy to resolve its claims, which included the claims relating to the obligations of Nearest Green Distillery. In order to resolve the portion of the Levy Settlement Agreement attributable to Nearest Green Distillery, it was agreed between Humble Baron, Uncle Nearest, Inc., and NGD that Uncle Nearest would make the payment directly to Levy in furtherance of the Settlement. Thus, the payment by Uncle Nearest, Inc. to Levy was for its own obligations or obligations of Nearest Green Distillery, not obligations of Humble Baron.

14. Humble Baron holds the Guinness World Record for the longest bar. That designation was requested by Uncle Nearest, Inc. and NGD as an effort to promote tourism to the distillery. Humble Baron's focus is on local marketing, not national marketing. In other words, Humble Baron's business is primarily focused on attracting local patrons that don't have any interest in whether the bar is the longest bar in the World. NGD and Uncle Nearest, Inc., on the other hand, thrive on tourism such that having the added attraction of the World's longest bar creates additional incentive for travelers to make the trip to the distillery and connect with the brand. Consequently, while Humble Baron was willing to have the longest bar in the world recognition, it was not willing to fund the cost for such an effort, which would primarily and significantly benefit Uncle Nearest and NGD. Accordingly, Uncle Nearest and NGD agreed to fund the effort to obtain the longest bar world record from Guinness. The payment of that expense was not for Humble Baron's benefit, but for the direct benefit of Uncle Nearest and NGD.

15. The Humble Baron bar and the Guinness World Record are featured prominently on the Uncle Nearest website as well as in the Nearest Green Distillery facility. On the Uncle Nearest website, a prominent link to the Humble Baron website is on the main page and that link opens to a page stating, "EVERYONE HAS A SEAT AT THE LONGEST BAR IN THE WORLD." The

Humble Baron Bar itself sits in the main tourist building of the Nearest Green Distillery and visitors to the facility walk directly through the distillery's gift shop and tasting room in order to enter the Humble Baron bar. The value to Uncle Nearest of Humble Baron's location at the distillery and its longest bar in the World designation is significant.

16. Humble Baron holds no property that is property of the Uncle Nearest Entities or the Receivership Estate. The Receiver has not requested any records from Humble Baron other than bank statements and all such requested records have been provided.

17. Since its inception, Humble Baron has operated at a financial loss while investing in the infrastructure, staffing, and brand development necessary to establish a viable hospitality enterprise. In 2024 and 2025, Humble Baron implemented a structured turnaround strategy focused on hosting high-profile public events and securing private event buyouts designed to generate sufficient revenue to move the business toward profitability. These initiatives required substantial advance financial commitments, marketing expenditures, and operational investments. Humble Baron, Inc. exclusively bore all such expenditures. It maintains its own bank accounts, payroll, tax identification number, accounting systems, and financial statements separate and apart from the Uncle Nearest Entities. No funds from any of the Uncle Nearest Entities were used to finance these efforts.

18. Although Humble Baron is legally and operationally separate from the Uncle Nearest Entities, the pending litigation and appointment of a receiver over those entities have materially and adversely affected Humble Baron's business operations. Because the Humble Baron Bar is physically located on the Nearest Green Distillery property, and I am publicly associated with the broader brand, the receivership proceedings have created marketplace uncertainty among customers, vendors, and employees. Since the initiation of the receivership

process, Humble Baron's revenue has declined approximately 30% year-over-year. Event bookings have slowed, attendance from local patrons has decreased, and prospective clients have expressed hesitation in committing to future engagements. During this same period, Humble Baron's performance-based catering sales manager resigned, further impairing execution of the company's revenue strategy.

19. The financial strain has been compounded by unpaid amounts owed to Humble Baron by Nearest Green Distillery and/or Uncle Nearest for legitimate, invoiced services. Continued uncertainty regarding whether Humble Baron could be drawn into the receivership—despite its lack of ownership overlap, lack of shared control, separate accounting systems, and absence of liability for the alleged debts at issue—has inhibited normal business planning and operations. If Humble Baron were subjected to receivership, applicable federal and state regulatory requirements governing alcohol sales would likely require immediate cessation of operations, resulting in significant and potentially irreparable harm.

20. At no time prior to advancing assertions affecting Humble Baron did the Receiver or his representatives request clarification of specific transactions or an explanation regarding the flow of funds. Had such clarification been requested, Humble Baron and I were prepared to provide documentation and explanation, as we have consistently done when records were requested. Direct clarification would have reduced uncertainty and business disruption. Clear confirmation from this Court that Humble Baron, Inc. is not part of the Receivership Estate, that its assets are not subject to the Receiver's authority, and that it may continue operating independently absent further order of this Court is necessary to prevent further operational harm to an entity that holds no receivership assets and is not liable for the alleged debts at issue.

Shelbyville Barrel House BBO, LLC ("SBH")

21. SBH is a Tennessee limited liability company that was formed on August 25, 2022. I am and have always been the sole member of SBH. SBH is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

22. SBH has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

23. SBH has separate bank accounts from the Uncle Nearest Entities and has not exercised, and does not exercise, any control over the bank accounts or operations, financial or otherwise, of the Uncle Nearest Entities. Likewise, the Uncle Nearest Entities exercise no control over the bank accounts or operations, financial or otherwise, of SBH. SBH’s operating licenses are all in its own name, not in the name of any of the Uncle Nearest Entities.

24. SBH is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. SBH has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. SBH holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

25. SBH owns and operates Chuck’s Barrel House BBQ II under a Lease Agreement with Uncle Nearest Real Estate Holdings, LLC dated December 17, 2018 (the “Lease”) and a Franchise Agreement dated September 1, 2022 (the “Franchise Agreement”) with Charles W. Baker, Jr. (the “Franchisor”). True and correct copies of the Lease and the Franchise Agreement are Weaver Exs. 30 and 31, respectively. Chuck’s Barrel House BBQ II is a walk-up restaurant concept that also serves beer and is located on the premises of the Nearest Green Distillery.

26. Because SBH sells beer on-premise, the ownership and control of SBH is required under applicable law to be completely separate, directly and indirectly, from the ownership and

control of Uncle Nearest, Inc. in accordance with applicable three-tier/tied house laws.

27. The history of Chuck's Barrel House BBQ II is that, in light of the distillery's remote location in Shelbyville Tennessee and the concern that visitors to the distillery would need food options, the management of Nearest Green Distillery ("NGD") approached the owner of Chuck's Barrel House BBQ restaurant in Lynchburg, Tennessee ("Chuck's") regarding the opening up of a similar venue at the Nearest Green Distillery, which was then under construction. The owner of Chuck's, Charles Baker, II, agreed and entered into the Lease with Uncle Nearest Real Estate Holdings, LLC. Mr. Baker financed the build-out of Chuck's Barrel House BBQ II and began operations in 2021. After operating Chuck's Barrel House BBQ II for approximately one year, Mr. Baker approached me regarding transferring ownership of the restaurant due to the owner's desire to focus on his Lynchburg location and other endeavors.

28. In order to facilitate that transaction, I formed SBH in August 2022 and entered into the Franchise Agreement with Mr. Baker (the "Franchisor"). None of the Uncle Nearest Entities are parties to the Franchise Agreement. Neither the Uncle Nearest Entities, Fawn Weaver, nor I has any direct or indirect ownership interest in the Franchisor. Just as it was under the ownership of Mr. Baker, Chuck's Barrel House BBQ II, as operated by SBH, continues to maintain its own employees, bank accounts, vendors, receivables, payables, accounting, etc., completely separate and distinct from the operations of Uncle Nearest Entities. Other than leasing its location from Uncle Nearest Real Estate Holdings, LLC in accordance with arms-length lease that was originally entered with Mr. Baker and obligations related thereto, there is no business or financial connection to any of the Uncle Nearest Entities and each such business is controlled separately, as required under Tennessee law.

29. SBH operates a point-of-sale system through Toast that is not connected in any way

to the accounting systems of the Uncle Nearest Entities. The ERP system used by SBH is a food and beverage specific accounting system/ERP called R365. It is not used by or connected in any way to the Uncle Nearest Entities.

30. The amounts owed by NGD to SBH arise primarily from NGD promotional events that are catered by SBH or held on SBH's premises. All such amounts are properly invoiced and the corporate formalities and separate accounting for both entities are at all times maintained.

31. The Lease does not require SBH to pay for or reimburse any of the Uncle Nearest Entities for any services related to the NGD property. Furthermore, the trash pickup is an expense for the facility as a whole and is contracted by the Landlord and the SBH performs its own janitorial service by its own staff, similar to how most restaurants operate. There is no agreement for SBH to cover costs for trash pick-up or janitorial services that are contracted by Uncle Nearest. Consequently, since SBH is in fact not paying for utilities and other expenses for which it is not liable under the Lease, that is evidence of no commingling of funds between these entities.

32. SBH does not hold any assets belonging to the Uncle Nearest Entities. The Receiver has not requested any records from SBH other than bank statements and all such requested records have been provided.

Nashwood, Inc.

33. Nashwood is a Delaware C Corporation that was incorporated on July 3, 2019. I am the sole-shareholder of Nashwood. Nashwood has its own tax id number that is distinct from the tax id numbers of Uncle Nearest Entities. Nashwood is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

34. Nashwood is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Nashwood has not pledged any assets to secure the debts of the

Uncle Nearest Entities to any creditor, including Farm Credit. Nashwood holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

35. Nashwood formerly owned the Tolley House Bed and Breakfast (the “Tolly House”) but no longer owns that asset. The Tolly House, which is connected to Jack Daniels, was rented from time to time by Uncle Nearest for guest stays and special events. Otherwise, the Tolly House has no connection to and is not an asset of (and has never been an asset of) any of the Uncle Nearest Entities. Nashwood sold its interest in the Tolley House in September 2024 and no longer has any interest, direct or indirect, in that property.

36. Nashwood provided certain consulting, project management, and event management services, along with preparation of applications that resulted in approximately \$500,000 in grants and incentives, to Uncle Nearest during January through August 2024 at the flat rate of \$10,000 per month. The invoices were properly documented by Nashwood and invoiced to the applicable Uncle Nearest entity. On April 17, 2024, Uncle Nearest paid Nashwood \$10,000 and paid an additional \$20,000 on August 6, 2024, both payments being applied toward the open balance. Similarly, Nashwood was paid in July 2024 the sum of \$2,699.85 for services related to the Love & Whiskey Tour that was put on by Uncle Nearest in 2024. The other identified amounts were paid by Uncle Nearest for services rendered by Nashwood as invoiced. An outstanding balance of \$50,000 remains due from the Uncle Nearest Entities as reflected in **Exhibit C**. The documentation clearly shows adherence to the corporate form and no commingling of funds.

37. Otherwise, Nashwood has no financial or operational connection to the Uncle Nearest Entities and neither controls nor is controlled by those entities. After Levy Premium Foodservice Limited Partnership (“Levy”) ceased providing services to Shelbyville Barrel House BBQ, LLC and Humble Baron, Inc., Nashwood contracted with those entities to provide those

similar management services.

38. Nashwood is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Nashwood has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Nashwood holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

39. Nashwood provides, or has provided, management services for Classic Hops, Humble Baron, Shelbyville Barrel House BBQ, and Shelbyville Grand, LLC. However, Nashwood is not an equity holder of any of those entities and any entries in Uncle Nearest's accounting records likely simply reflect the management relationship that Nashwood has, or has had, with respect to those entities. The Receiver has not requested any records from Nashwood other than bank statements and all such requested records have been provided.

Quill & Cask Owner, LLC ("Q&C")

40. Q&C is a Tennessee limited liability company that was formed on July 25, 2024. I am and have always been the sole member of Q&C. Q&C has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the "Uncle Nearest Entities").

41. The company's business purpose is to purchase, hold and sell assets for profit, including real estate, bulk whiskey, and other assets. It has no connection to Uncle Nearest other than having made an equity investment in Uncle Nearest, Inc., as detailed below.

42. Q&C has its own bank accounts and maintains its own accounting functions and operations independent of any of the Uncle Nearest Entities. Q&C is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Q&C has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Q&C

holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate. The Receiver has not requested any records from Q&C other than bank statements and all such requested records have been provided.

43. In April 2024, prior to the formation of Q&C, a barrel purchase transaction was contemplated between a to-be-formed entity – then identified as “Q and Cask, Inc.” – and Uncle Nearest, Inc. However, that transaction was never consummated.

44. On December 27, 2024, Q&C transferred \$584,000 to Uncle Nearest as an equity investment in Uncle Nearest, Inc. On January 30, 2025, Q&C transferred an additional \$275,000 as an equity investment in Uncle Nearest, Inc. Those are the only two transactions involving Q&C and any of the Uncle Nearest Entities. Each of the transactions had a valid business purpose and was supported by consideration. While Q&C has an equity interest as a result of those transactions, Q&C does not own 20% or more of the voting stock of any of the Uncle Nearest companies and none of the Uncle Nearest companies own 20% or more of the voting stock of Q&C. Furthermore, I, as the sole-owner of Q&C, do not own or control more than 20% of the voting stock of any of the Uncle Nearest Entities.

Shelbyville Grand, LLC (“SGLLC”)

45. SGLLC is a Tennessee limited liability company that was formed on November 21, 2022. I am the sole member of SGLLC. SGLLC has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

46. SGLLC owns and manages a host of real estate holdings, which include some warehouse space, a newspaper plant, commercial office buildings, vacant lots, etc. Nearest Green Distillery stores certain supplies at an SGLLC warehouse, which is climatized to protect certain

sensitive inventory. The inventory was moved from storage at Berlin Packaging and Tennessee Distilling Group because of NGD's need to maintain the raw goods inventory in a climatized storage facility. Storage fees are charged to Nearest Green Distillery monthly at the rate of \$6,500 per month.

47. SGLLC has its own bank accounts and maintains its accounting functions and operations independent of any of the Uncle Nearest Entities. SGLLC is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. SGLLC has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Other than the inventory being stored, SGLLC holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

48. The transactions between the Uncle Nearest Entities and SGLLC all relate to the storage fees due and payable. The \$130,000 payment from Uncle Nearest to SGLLC on July 29, 2025, was in payment of 20 months of outstanding rental fees due and owing from Nearest Green Distillery. The storage services were provided to Nearest Green Distillery by SGLLC and the amount paid was due and owing. Each of the transactions between the Uncle Nearest Entities and SGLLC had a valid business purpose and were supported by consideration. The Receiver has not requested any records from SBH other than bank statements and all such requested records have been provided.

4 Front Street, LLC ("4FS")

49. 4FS is a Tennessee limited liability company that was formed on September 28, 2023. I am a minority member of 4FS and do not hold a controlling share of that company. The majority member of 4FS is not a shareholder of and has no connection to the Uncle Nearest Entities.

50. 4FS has its own tax id number that is distinct from the tax id numbers of Uncle Nearest Entities.

51. 4FS has its own bank accounts and maintains its accounting functions and operations independent of any of the Uncle Nearest Entities. 4FS is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. 4FS has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. 4FS holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

52. 4FS has not transacted any business with the Uncle Nearest Entities and has neither transferred funds to, nor received funds from, the Uncle Nearest Entities. The Receiver has not requested any records from 4FS other than bank statements and all such requested records have been provided.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.



KEITH WEAVER

EXHIBIT A



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-387791-1
Event Name: TN Department of Environment & Conservation
Event Date: Monday, October 30, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Keith Weaver | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: keith.weaver@unclenearest.com |
| | Onsite Contact: Pat Marsh |

TN Department of Environment & Conservation

| Date | Time | Location | Function | # |
|-----------------|-----------------|------------------|----------|----|
| Mon, 10/30/2023 | 11:00am-12:30pm | Humble Baron Bar | Lunch | 25 |

| Mon, 10/30/2023 | Lunch - 11:00am - Humble Baron Bar | Qty | Price | Total |
|--------------------|--|-----|---------|----------|
| | Chef's Table Lunch Menu Package Price | 25 | \$20.00 | \$500.00 |
| Featuring | Roasted Butternut Squash Soup Kale + Apple Salad (Vegan, AVG) Red Quinoa, Cabbage, Cranberries, Picked Red Onions, Cider Vinaigrette Grilled Chicken Flatbread Sandwich Arugula, Tzatziki, Herb Roasted Tomatoes Steak Flatbread Sandwich Garlic + Pepper Crusted Short Rib, Horseradish Aioli, Red Onion, Tomato, Blue Cheese, Field Greens Gourmet Dessert Bar Assortment (V) | | | |
| | Non-Alcoholic Refreshments Menu Package Price | 25 | \$3.00 | \$75.00 |
| Including | Soft Drinks Iced Tea Sweeteners, Lemons Water | | | |
| | Setup and Service Details | | | |
| Room Set-Up | Layout Notes: Food station set near the stage for service. Guests will sit at low dining tables in front of the stage. | | | |
| Serviceware | Disposable Service Plates, Utensils, Napkins | | | |

| CHARGES | | | | | |
|----------|----------|---------------------------|----------------------|-----------|----------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$500.00 | \$44.00 | \$66.00 | \$53.04 | \$663.04 |
| Beverage | \$75.00 | \$6.60 | \$9.90 | \$7.96 | \$99.46 |
| Totals | \$575.00 | \$50.60 | \$75.90 | \$61.00 | \$762.50 |
| | | | Payments Received | | \$0.00 |
| | | | Balance Due | | \$762.50 |

| Payment Arrangements | |
|----------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
Humble Baron
3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-395340-1
Event Name: The National Alcohol Beverage
 Associates
Event Date: Monday, November 13, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Nancy Gregory | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: accounting@nearestgreendistillery.com |
| | Onsite Contact: m Keith Weaver |

The National Alcohol Beverage Associates

| Date | Time | Location | Function | # |
|-----------------|----------------|------------------------------|----------|---|
| Mon, 11/13/2023 | 12:00pm-1:00pm | Barrel House BBQ Dining Room | Lunch | 9 |

| Start Date | Start Time | Timeline Item | Description |
|------------|------------|------------------------|-------------------------------------|
| 11/13/2023 | 11:30am | Food & Beverage Set | Ready to go for any early arrivals. |
| 11/13/2023 | 1:00pm | Private Tour & Tasting | |

| Mon, 11/13/2023 | Lunch - 12:00pm - Barrel House BBQ Dining Room | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Signature Barrel House BBQ Package | | | |
| | Menu Package Price | 9 | \$35.00 | \$315.00 |
| Featuring | Smoked Pulled Pork Slider Buns Smoked Pulled Chicken Slider Buns Smoked Sausages | | | |
| Sides | Baked Beans (V) Mac + Cheese (V) Coleslaw (V, AVG) | | | |
| Dessert | Peach Cobbler (V) | | | |
| Beverages | Soft Drinks, Iced Tea, Water Sweeteners, Lemons | | | |

Setup and Service Details

| Room Set-Up | Layout Notes: | | | |
|--------------------|--|---|----------|----------|
| | Food station will be set along the wooden wall inside the space. | | | |
| Serviceware | Including China Plates, Flatware, Black Napkins, Cups | | | |
| Staff Fees | Service Personnel Staff to set-up, service and tear down after the event. | 1 | \$225.00 | \$225.00 |

| CHARGES | | | | | |
|----------|----------|---------------------------|----------------------|-------------------|----------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$299.25 | \$26.33 | \$39.50 | \$31.74 | \$396.82 |
| Beverage | \$15.75 | \$1.39 | \$2.08 | \$1.67 | \$20.89 |
| Set-Up | \$225.00 | \$0.00 | \$0.00 | \$0.00 | \$225.00 |
| Totals | \$540.00 | \$27.72 | \$41.58 | \$33.41 | \$642.71 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$642.71 |

| Payment Arrangements | |
|----------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-398750-1
Event Name: NGD: Monthly Staff Meeting
Event Date: Friday, December 8, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Sharon Queener | Mobile Phone: (615) 887-4240 |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: accounting@nearestgreendistillery.com |
| | Onsite Contact: m Keith Weaver |

NGD: Monthly Staff Meeting

| Date | Time | Location | Function | # |
|-----------------|----------------|----------------------|----------|----|
| Fri, 12/08/2023 | 12:00pm-1:00pm | Master Blender House | Lunch | 23 |

| Fri, 12/08/2023 | Lunch - 12:00pm - Master Blender House | Qty | Price | Total |
|------------------|---|-----|---------|----------|
| | Chef's Table Lunch Menu Package Price | 23 | \$22.00 | \$506.00 |
| Featuring | BLT Salad Chopped Romaine, Grape Tomatoes, Applewood Smoked Bacon, Cheddar Cheese, House-Made Croutons, Buttermilk Ranch Dressing Kale + Apple Salad (Vegan, AVG) Red Quinoa, Cabbage, Cranberries, Picked Red Onions, Cider Vinaigrette Grilled Chicken Flatbread Sandwich Arugula, Tzatziki, Herb Roasted Tomatoes Steak Flatbread Sandwich Garlic + Pepper Crusted Short Rib, Horseradish Aioli, Red Onion, Tomato, Blue Cheese, Field Greens House-Made Chips Gourmet Dessert Bar Assortment (V) | | | |

| | Non-Alcoholic Refreshments | Qty | Price | Total |
|------------------|----------------------------|-----|--------|---------|
| | Menu Package Price | 23 | \$3.00 | \$69.00 |
| Including | Soft Drinks Water | | | |

| | Setup and Service Details | Qty | Price | Total |
|--------------------|--|-----|----------|----------|
| Serviceware | Disposable Service Plates, Utensils, Napkins | | | |
| Staff Fees | Staff Fee Staff to set-up, service and tear down after event. | 1 | \$125.00 | \$125.00 |

| CHARGES | | | | | |
|----------|----------|---------------------------|----------------------|-------------------|----------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$506.00 | \$44.53 | \$66.79 | \$53.68 | \$671.00 |
| Beverage | \$69.00 | \$6.07 | \$9.11 | \$7.32 | \$91.50 |
| Set-Up | \$125.00 | \$0.00 | \$0.00 | \$0.00 | \$125.00 |
| Totals | \$700.00 | \$50.60 | \$75.90 | \$61.00 | \$887.50 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$887.50 |

| Payment Arrangements |
|----------------------|
| Direct Bill |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-439923-1
Event Name: Community Coalition Board Meeting
Event Date: Saturday, May 4, 2024
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone:

Contact Information

| | |
|--|--|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Malcolm Darrell | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: malcolm.darrell@ng-d.com |
| | Onsite Contact: Keith Weaver |

Community Coalition Board Meeting

| Date | Time | Location | Function | # |
|-----------------|----------------|---------------|-----------------------------|----|
| Sat, 05/04/2024 | 9:30am-12:00pm | Dan Call Farm | Light Breakfast & Beverages | 27 |
| Sat, 05/04/2024 | 1:00pm-2:00pm | Dan Call Farm | Lunch | 27 |

| Start Date | Start Time | Timeline Item | Description |
|------------|------------|--|--|
| 05/04/2024 | 9:30am | Morning Catering Set Inside Farm House | |
| 05/04/2024 | 9:45am | Board Arrives | |
| 05/04/2024 | 10:00am | Board Meeting Begins | Meeting will take place in the Farm House. |
| 05/04/2024 | 12:00pm | DCF Tour | Original Water Source |
| 05/04/2024 | 12:45pm | Lunch Set | Inside the outdoor tent. |
| 05/04/2024 | 1:00pm | Lunch Begins | |
| 05/04/2024 | 2:00pm | Board Meeting Continues | Guests move back to the Farm House. |
| 05/04/2024 | 3:00pm | Depart for NGD | |

| Sat, 05/04/2024 | Light Breakfast & Beverages - 9:30am - Dan Call Farm | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Light Continental **VIP Presentation** Menu Package Price | 27 | \$25.00 | \$675.00 |
| Featuring | Assorted Muffins (V) Seasonal Fresh Fruit (Vegan, AVG) Smoked Salmon Display Capers, Herbed Cream Cheese, Bagels | | | |
| Beverages | Keurig Coffee & Hot Tea Service Starbucks K-Cups (Regular & Decaf), Hot Tea K-Cups, Assorted Sweeteners, Regular & Vanilla Creamer, Honey, Lemons | | | |

| | Non-Alcoholic Refreshments | | | |
|------------------|--|----|--------|----------|
| Including | Orange Juice Each **Individual bottles** | 12 | \$5.00 | \$60.00 |
| | Path Water Each (25) Placed on the board table at each place setting, extras available for guests on the station. | 36 | \$5.00 | \$180.00 |

| | | | | |
|--|---|----|--------|---------|
| | Non-Alcoholic Refreshments | | | |
| | <i>**Provide the board table bottles to Malcolm**</i> Sparkling Water Each | 12 | \$3.00 | \$36.00 |

| | | | | |
|--------------------------|---|---|----------|----------|
| | Setup and Service Details | | | |
| Room Set-Up | Layout Notes: Existing counter inside the Farm House utilized for food & beverage service. | | | |
| Service Equipment | Keurig Machine | 1 | \$150.00 | \$150.00 |
| Serviceware | Disposable Service Small Plates, Utensils, Napkins, Hot Cups & Lids | | | |
| Staff Fees | All Day Staff Fee Staff to set-up, service and tear down after event. <i>**Includes (2) hourly team members for 8 hours**</i> | 1 | \$352.00 | \$352.00 |

| Sat, 05/04/2024 | Lunch - 1:00pm - Dan Call Farm | Qty | Price | Total |
|----------------------|---|------------------------------|---------|----------|
| | Bento Box Lunches <i>**All meals packaged in bento boxes with name/menu cards on top**</i> Menu Package Price | 27 | \$32.00 | \$864.00 |
| Featuring | Turkey BLT Sandwich Each Turkey, Bacon, Lettuce, Tomato, Garlic Aioli Crispy Apple Kale Salad Love & Whiskey Pecan Cheesecake Napkin Rollup | 23 | | |
| Special Meals | <p style="text-align: center;">Luis Turkey BLT Sandwich Crispy Apple Kale Salad (no cheese) Fresh Seasonal Fruit Salad Napkin Rollup</p> <p style="text-align: center;">Mary Turkey BLT Sandwich (low carb bread) Crispy Apple Kale Salad Fresh Seasonal Fruit Salad Napkin Rollup</p> <p style="text-align: center;">Donna Turkey BLT Sandwich Crispy Kale Salad (no apple) Crudités with Hummus Napkin Rollup</p> <p style="text-align: center;">Chavonne Seared Salmon with Wilted Spinach Crispy Kale Salad (no apple) Crudités with Hummus Napkin Rollup</p> | 1 1 1 1 | | |

| | | | | |
|--------------------------|---|----|---------|----------|
| | Non-Alcoholic Refreshments | | | |
| Including | Lavender Lemonade per Gallon | 3 | \$55.00 | \$165.00 |
| | Cucumber Lime Infused Water Dispenser | 1 | \$35.00 | \$35.00 |
| | Coke Soft Drinks Each Coca-Cola, Diet Coke, Sprite | 12 | \$3.00 | \$36.00 |
| | Sparkling Water Each | 12 | \$3.00 | \$36.00 |
| Beverage Supplies | Fresh Ice Bucket with Scoop | 1 | | |

| Setup and Service Details | | | | |
|---------------------------|--|--|--|--|
| Lunch Set-Up | Layout Notes: Lunch will be served under a tent on the lawn outside the Farm House. Catering Tables: Malcolm has rented (2) 6' tables with linens to be utilized for the catering stations. | | | |
| Serviceware | Disposable Service Napkin Roll-Ups, Tossware Cups, Beverage Napkins | | | |

| CHARGES | | | | | |
|----------|------------|------------------------|-------------------|-------------------|------------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$1,039.50 | \$91.48 | \$137.21 | \$110.27 | \$1,378.46 |
| Beverage | \$615.50 | \$54.17 | \$81.24 | \$65.29 | \$816.20 |
| Set-Up | \$934.00 | \$51.22 | \$76.82 | \$61.74 | \$1,123.78 |
| Totals | \$2,589.00 | \$196.87 | \$295.27 | \$237.30 | \$3,318.44 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$3,318.44 |

| Payment Arrangements | |
|----------------------|--|
| | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.

CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
Humble Baron
3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-405872-1
Event Name: 2nd Annual Spirits on the Rise Summit
Event Date: Tuesday, April 16, 2024
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone:

Contact Information

| | |
|--|---|
| Company: Uncle Nearest | Work Phone: |
| Contact: Lauren Knowles | Mobile Phone: |
| Address: 3125 US-321 North Shelbyville, TN 37160 | Email: lauren.knowles@unclenearest.com |

2nd Annual Spirits on the Rise Summit

| Date | Time | Location | Function | # |
|-----------------|----------------|-------------------|-----------------|-----|
| Tue, 04/16/2024 | 8:00am-9:00am | Humble Baron Bar | Breakfast | 273 |
| Tue, 04/16/2024 | 8:00am-5:00pm | Humble Baron Bar | All Day Service | 273 |
| Tue, 04/16/2024 | 12:00pm-2:00pm | Humble Baron Bar | Lunch | 273 |
| Tue, 04/16/2024 | 5:00pm-8:00pm | Humble Baron Bar | Dinner | 273 |
| Tue, 04/16/2024 | 5:00pm-8:00pm | Humble Baron Lawn | Reception | 273 |

| Tue, 04/16/2024 | Breakfast - 8:00am - Humble Baron Bar | Qty | Price | Total |
|------------------|--|-----|---------|------------|
| | Breakfast - Continental Classic Menu Package Price | 273 | \$25.00 | \$6,825.00 |
| Featuring | Assortment of Muffins (V) Assortment of Bagels (V) Low-Fat Fruit Yogurts (V) Seasonal Fresh Fruit (V, AVG) Spreads Cream Cheese, Butter, Peanut Butter, Jam | | | |
| Beverages | Freshly Brewed Coffee Regular, Decaf, Creamer, Sweeteners Orange Juice Ice Water Dispensers | | | |

| | Setup and Service Details | | | |
|-------------------|--|---|----------|----------|
| Staff Fees | Catering Attendants Staff to set-up, service and tear down after event. | 6 | \$125.00 | \$750.00 |

| Tue, 04/16/2024 | All Day Service - 8:00am - Humble Baron Bar | Qty | Price | Total |
|----------------------|---|-----|---------|----------|
| | All Day Breaks | | | |
| Grab & Go | Whole Fruit (V2, AVG) per Dozen | 6 | \$20.00 | \$120.00 |
| | Granola Bars (V) per Dozen | 6 | \$25.00 | \$150.00 |
| | Individual Bags of Chips (V) per Dozen | 6 | \$40.00 | \$240.00 |
| | Individual Bags of Pretzels (V) per Dozen | 6 | \$30.00 | \$180.00 |

| Non-Alcoholic Refreshments | | | | |
|-----------------------------------|---|-----|---------|----------|
| Including | All beverages will be offered on a consumption basis. Final balance will be based on actual consumption. <i>**QTY listed is an estimate for planning purposes**</i> | | | |
| | Bottled Water Each | 150 | \$3.00 | \$450.00 |
| | Coke Soft Drinks Each | 100 | \$2.00 | \$200.00 |
| | Water Stations per Dispenser | 6 | \$25.00 | \$150.00 |
| | Ice Water Dispensers, Fresh Fruits, Vegetables & Herbs to mix in for an infused option. | | | |

| Setup and Service Details | | | | |
|----------------------------------|--|---|----------|----------|
| Staff Fees | Service Personnel To monitor the beverage / snacks stations throughout the day. | 1 | \$250.00 | \$250.00 |

| Tue, 04/16/2024 | Lunch - 12:00pm - Humble Baron Bar | Qty | Price | Total |
|--------------------------|--|------------|--------------|--------------|
| | Box Lunches | | | |
| | Menu Package Price | 273 | \$15.00 | \$4,095.00 |
| Featuring | <i>**Boxes separated and identified by sandwich type**</i> | | | |
| | Oven-Roasted Turkey Sandwich Each Cheddar Cheese, Lettuce, Tomato, Herb Aioli, Artisan Roll | 125 | | |
| | Smoked Ham Sandwich Each Swiss, Lettuce, Tomatoes, Whole-Grain Mustard, Artisan Roll | 125 | | |
| | Grilled Vegetable Wrap (V) Each Grilled Seasonal Vegetables, Roasted Garlic Hummus | 23 | | |
| Each Box Includes | Potato Salad (V, AVG) Chocolate Chip Cookie (V) Napkin & Fork | | | |

| Tue, 04/16/2024 | Dinner - 5:00pm - Humble Baron Bar | Qty | Price | Total |
|------------------------|---|------------|--------------|--------------|
| | Chef's Table - Classic Dinner | | | |
| | Menu Package Price | 273 | \$55.00 | \$15,015.00 |
| Entrées | Chef-Carved Smoked Ribeye (AVG) Horseradish Cream Sauce Wild Salmon (AVG) Chardonnay Butter Emulsion | | | |
| Hot Sides | Sautéed Haricot Verts (V2, AVG) Dill, Shallots, Tomatoes Goey Mac & Cheese (V) Fontina, Gruyere, Cheddar Cheese Salt Roasted Yukon Gold Potatoes (V, AVG) Garlic Butter, Scallion Sour Cream | | | |
| Cold Sides | Tomatoes, Mozzarella & Basil (V, AVG) Cold-Pressed Olive Oil, Balsamic Glaze, Maldon Flakes Grilled & Chilled Asparagus (V, AVG) Lemon Aioli, Peruvian Peppers, Shaved Parmesan | | | |
| Desserts | Salted Caramel Cake (V) Yellow Butter Cake, Caramel | | | |

| Hosted Bar Service | | | | |
|---------------------------|---|-----|---------|------------|
| Includes | All beverages will be offered on a consumption basis. Final balance will be based on actual consumption. **QTY listed is an estimate for planning purposes - based on approximately 1 per guest, factoring in the Emerging Brands Fair outside** | | | |
| | Spirits - per drink <i>Price ranges from 13-15.00 per drink, based on final selection.</i> | 125 | \$15.00 | \$1,875.00 |
| | Signature Batched Cocktails - per drink | 50 | \$14.00 | \$700.00 |
| | Wine by the Glass - each Sparkling, Rose, White + Red Selections | 25 | \$13.00 | \$325.00 |
| | Draft Beer - each | 25 | \$7.00 | \$175.00 |
| | Bottled Beer - each | 25 | \$6.00 | \$150.00 |
| | Soft Drinks - each | 25 | \$2.00 | \$50.00 |
| | Bottled Water - each | 12 | \$2.25 | \$27.00 |

| Setup and Service Details | | | | |
|----------------------------------|---|----|----------|------------|
| Staff Fees | Chef Attendant Staff to set-up, carve and tear down the carving station after the event. | 2 | \$125.00 | \$250.00 |
| | Bartender Fee Staff to set-up, service and tear down after the event. | 10 | \$150.00 | \$1,500.00 |
| | Service Personnel Staff to set-up, service and tear down after the event. | 8 | \$125.00 | \$1,000.00 |

| Tue, 04/16/2024 | Reception - 5:00pm - Humble Baron Lawn | Qty | Price | Total |
|------------------------|--|------------|--------------|--------------|
| | Reception Experiences | | | |
| Featuring | Grazing Farm Table Charcuterie per Guest Assortment of Artisan Breads & Crackers, Local Selection of Sliced Meats, Cheeses, Dips & Spreads, Fresh Seasonal Fruits, Garden Fresh Vegetables, Marinated Olives, Assorted Mustards, Local Honey, Jam | 200 | \$18.00 | \$3,600.00 |

| Setup and Service Details | | | | |
|----------------------------------|--|---|----------|----------|
| Staff Fees | Service Personnel Staff to set-up, service and tear down after the event. | 2 | \$125.00 | \$250.00 |

| CHARGES | | | | | |
|----------------|--------------------|-------------------------------|--------------------------|-------------------|--------------------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$29,542.50 | \$2,599.74 | \$3,899.61 | \$3,133.88 | \$39,175.73 |
| Beverage | \$4,784.50 | \$421.04 | \$631.55 | \$942.54 | \$6,779.63 |
| Set-Up | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 |
| Totals | \$38,327.00 | \$3,020.78 | \$4,531.16 | \$4,076.42 | \$49,955.36 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$49,955.36 |

| Payment Arrangements | |
|-----------------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ **Date:** _____

EXHIBIT B



Re: Humble Baron Catering and House Charges

Peter LaFemina <plafemina@nashwood.com>

Fri, Apr 12, 2024 at 12:20 PM

To: felicia.gallagher@unclenearest.com

Cc: Nancy Gregory <nancy.gregory@unclenearest.com>, Keith Weaver <keith.weaver@unclenearest.com>

Felicia:

I appreciate the thought and allow me to provide some background in response to your recommendation.

Humble Baron executed a Management Agreement with Levy, as Manager, that gives Manager the exclusive right to manage all F&B/retail operations at Humble Baron and Barrel House and to sell all F&B/retail items at those locations, including those items sold as catered services for offsite events (eg.-the distillery property). Gross receipts collected from F&B/retail sales belong to the Manager and Levy therefore is responsible for filing sales tax returns monthly under its business tax ID. Therefore, an affiliate relationship doesn't exist between NGD and Levy to treat the event billings as intercompany transactions.

Additionally, Levy is the employer and pays the HB/BHBBQ employees directly along with all other operating expenses incurred to operate the F&B/retail services. To the extent there is net positive cash available each month, Levy will remit that to HB after deducting its management fee. As Levy has been operating since the winter and into the early-Spring months, combined HB/BHBBQ operations have operated at a deficit during the soft season. That requires Levy to carry the working capital shortfall until it's reimbursed by HB/BHBBQ monthly. I see from Levy's ageing report that there is approximately \$100k in NGD catering and event invoices going back to November 2023 that have not been paid to Levy. That unfortunately means that Levy has to shoulder that working capital burden which it's not required to do under our contract.

I'm not aware of any NGD charges for services that are on HB's books that are unpaid, please let me know what you have on your books that you're referring to? If we're alluding to past cash transfers, then I think that's part of a larger discussion that we should engage in with Keith and I'm copying him here to keep him informed.

Thank you, Felicia, can you let me know when NGD can retire the outstanding receivables due to Levy?

With appreciation,
Peter

On Fri, Apr 12, 2024 at 8:56 AM <felicia.gallagher@unclenearest.com> wrote:

Peter.

There should be similar NGD charges on the HB books; so, we can discuss, but I think it is appropriate to treat these as intercompany payables/receivables between companies and reconcile monthly. With intercompany transactions, there is no actual cash that is exchanged.

Regards,

Felicia

Felicia Gallagher | SVP Finance & Planning | **Uncle Nearest, Inc.** | 3125 US-231 North | Shelbyville, TN 37160 |

C: 931.808.5378 | E: felicia.gallagher@unclenearest.com

Assistant: Delaney Still | Delaney.Still@unclenearest.com

From: Peter LaFemina <plafemina@nashwood.com>
Sent: Friday, April 5, 2024 5:59 PM
To: Felicia Gallagher <felicia.gallagher@unclenearest.com>; Nancy Gregory <nancy.gregory@unclenearest.com>
Subject: Fwd: Humble Baron Catering and House Charges

Just checking in to see if you have any questions or concerns with these UN/NGD charges due to Levy? Some of them stretch back to November, let me know what I can do to help expedite payment or facilitate any issues.

Thanks,

Peter

----- Forwarded message -----

From: Parfitt, Crystal <cparfitt@levyrestaurants.com>
Date: Fri, Apr 5, 2024 at 2:35 PM
Subject: Humble Baron Catering and House Charges
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>, Nordby, Sarah <snordby@levyrestaurants.com>, Felicia Gallagher <felicia.gallagher@unclenearest.com>, Peter LaFemina <plafemina@nashwood.com>, Rutberg, Angela <arutberg@levyrestaurants.com>

Good afternoon –

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

Please let me know and if you need assistance with payment details.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com

The logo for Levy Restaurants, featuring the word "Levy" in a red, cursive script font.

Cell: 615.202.6534

www.levyrestaurants.com

From: Parfitt, Crystal
Sent: Tuesday, March 19, 2024 4:27 PM
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@Levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>; Peter LaFemina <plafemina@nashwood.com>
Subject: RE: [Ext] Re: Humble Baron Catering and House Charges

Good afternoon –

I hope your week is off to a great start.

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

The following billing notes will support the external customer catering invoices:

- 11/01/23 – Young Professional Series Meeting
 - This was paid by check and deposited into the previous Humble Baron account
- 11/02/23 – TN Economic Development Lunch
 - The client pre-paid Ciara prior to Levy/Infor being in place.
- 11/07/23 – Shelbyville-Bedford Partnership Annual Meeting
 - Keith agreed to pay \$6,000 for this event.
 - The remaining \$2,087 was paid for by Shelbyville-Bedford Partnership by check and also deposited into the previous Humble Baron account.

Please let me know if you have any questions or if you would like to schedule a call to review.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com



Cell: 615.202.6534

From: Parfitt, Crystal
Sent: Thursday, February 8, 2024 3:05 PM
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@Levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>
Subject: RE: [Ext] Re: Humble Baron Catering and House Charges

Sharon,

I am available at 615-202-6534 if you would like to pay with a credit card or if you have any questions.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com

The logo for Levy Restaurants, featuring the word "Levy" in a red, cursive script font.

Cell: 615.202.6534

www.levyrestaurants.com

From: Nancy Gregory <nancy.gregory@unclenearest.com>
Sent: Thursday, February 8, 2024 2:51 PM
To: Parfitt, Crystal <cparfitt@levyrestaurants.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>
Subject: [Ext] Re: Humble Baron Catering and House Charges

WARNING: This email originated from an external source and is potentially fraudulent. Do not click on links or attachments unless you are familiar with the sender.

Sharon

Please reconcile excel history. Thank you

On Thu, Feb 8, 2024 at 2:47 PM Parfitt, Crystal <cparfitt@levyrestaurants.com> wrote:

Good afternoon –

I hope you are having a great week.

Initial we thought it was the preference to include the House Charge AR on the profit sharing detail. After reviewing the balance sheet with Peter last week he would like us to bill back directly.

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

The following billing notes will support the external customer catering invoices:

- 11/01/23 – Young Professional Series Meeting
 - This was paid by check and deposited into the previous Humble Baron account
- 11/02/23 – TN Economic Development Lunch
 - The client pre-paid Ciara prior to Levy/Infor being in place.
- 11/07/23 – Shelbyville-Bedford Partnership Annual Meeting
 - Keith agreed to pay \$6,000 for this event.
 - The remaining \$2,087 was paid for by Shelbyville-Bedford Partnership by check and also deposited into the previous Humble Baron account.

Please let me know if you have any questions or if you would like to schedule a call to review.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com



Cell: 615.202.6534

www.levyrestaurants.com

--

Nancy Gregory

Controller

Uncle Nearest, Inc.

Nearest Green Distillery

3125 Hwy 231 N.

Shelbyville, TN 37160

C: 615.509.2527

nancy.gregory@unclenearest.com

EXHIBIT C

Uncle Nearest, Inc. - 001 (Consolidated)
A/P Summary
As of December 31, 2025

| Vendor | Total Open Balance |
|--|-------------------------------|
| 3 Tier Compliance | \$3,750.00 |
| 360 Marketing & Events | \$3,000.00 |
| 5475 Days LLC | \$1,000.00 |
| 580 Graphics | \$4,674.24 |
| 90 Proof, LLC | \$5,000.00 |
| Accuxel CPA | \$31,000.00 |
| Adams & Reese LLP | \$3,886.56 |
| Adenus Technologies LLC | \$576.20 |
| Advanced Spirits, LLC | \$595,350.35 |
| Affinity Technology Partners | \$229,210.47 |
| AG&E Associates | \$6,000.00 |
| Agency 21 Consulting LLC | \$38,000.00 |
| ALAIN VINY Ramp | \$260.88 |
| Alchemy Merch | \$4,500.00 |
| Alicia Cole | \$3,100.00 |
| All Star Fire Protection, Inc. | \$6,362.00 |
| Altura Leadership Consulting group | \$30,000.00 |
| American Marketing & Publishing, LLC | \$2,030.38 |
| Another Round Another Rally | \$10,000.00 |
| Aquapoint.3 LLC | \$100.53 |
| Arlington Capital Advisors | \$17,900.11 |
| Arrow Utility Resources, LLC | \$40,500.00 |
| AT&T | \$3,962.87 |
| AT&T - Fawn Weaver | \$3,735.38 |
| Athens Distributing Co of Nashville | \$2,575.05 |
| Austin Gray Design Group - AGDG | \$2,120.00 |
| Auto-Chlor System | \$3,187.69 |
| Avid Marketing Group | \$60,021.19 |
| Axper USA Inc. | \$14,140.00 |
| Badger Liquor | \$2,651.32 |
| BCI Buckeye Corrugated | \$18,501.24 |
| BCUD 0049-04100-004 | \$20.58 |
| Beaver Engineering, Inc. | \$137,435.28 |
| Bedford County Property Taxes | \$324,172.00 |
| Bedford County Utility District | \$3,622.23 |
| Belcher Sykes Harrington, PLLC | \$26,323.82 |
| Belmark Inc | \$45,592.00 |
| Benchmark Beverage | \$8.48 |
| Berkshire Hathaway Homestate Co (National Indemnity) | \$7,521.83 |
| Berlin Packaging, LLC | \$310,537.26 |
| Better Business Solutions | \$387.82 |
| Billups, LLC | \$286,258.19 |
| Black Sheep LLC- Jon Santer | \$1,500.00 |

| | |
|---|--------------|
| BLC Communications, LLC | \$67,084.50 |
| Blue Kangaroo Design LTD | \$4,322.99 |
| Blue Label Packaging Co | \$341,041.63 |
| BME Services LLC | \$110,132.36 |
| Boelter | \$29,962.72 |
| Brandon Wright | \$487.12 |
| Brewing & Distilling Analytical Services, LLC | \$3,361.12 |
| Butler Snow LLP | \$26,026.00 |
| Cabinet Lex & G | \$240.00 |
| Cape Cod & Islands Appraisal Group LLP | \$1,500.00 |
| Carlson Insurance Group LLC-AFCO | \$35,128.08 |
| Cass Services, LLC | \$10,422.00 |
| Catalyst Design Group | \$3,600.00 |
| Center Stage Merchandising | \$7,627.12 |
| Charles Ann Enterprises Inc. DBA Units of Nashville | \$266.26 |
| Charrise Gordon | \$3,265.00 |
| Chris Cabrera Culture | \$1,500.00 |
| Cincinnati Insurance | \$41,092.00 |
| Cincy Black Travel | \$2,250.00 |
| Clark's Garage Door Company | \$95.00 |
| Clear Channel Outdoor | \$271,821.21 |
| COLLIGNON SEBASTIEN | \$1,746.19 |
| Comcast/Effectv | \$255.00 |
| Conceptual Concrete Design LLC | \$7,200.00 |
| Concur Technologies, Inc | \$4,316.32 |
| Contemporary Media, Inc. | \$500.00 |
| Conversant | \$415,165.09 |
| CORE (Children of Restaurant Employees) | \$2,500.00 |
| Core Bar Consulting, LLC | \$1,500.00 |
| Corkcicle | \$5,168.77 |
| Cursive Solutions, Inc. | \$108,191.84 |
| Daisy's Po'Boy & Tavern | \$2,000.00 |
| Dash Funding Source | \$0.00 |
| Datasite | \$5,196.38 |
| David Neeley | \$442.00 |
| DC Arena LP DBA Monumental Sports and Entertainment | \$72,222.50 |
| DE LAGE LANDEN FINANCIAL SERVICES, INC | \$11,954.30 |
| Deluxe | \$193,077.40 |
| Deluxe- 20UNCNEA | \$859,695.49 |
| Distilled Resources, Inc. | \$136,594.05 |
| Distilled Spirits Council of the United States | \$30,000.00 |
| Dragon Spirits Marketing, Inc. | \$30,189.32 |
| DTALS Incorporated | \$2,763.50 |
| Duck River Electric Membership Corp. -3002 | \$11,039.54 |
| DWR Enterprises | \$2,550.00 |
| Ecolab Pest Elimination | \$23,514.36 |
| Edgartown Water Department | \$444.03 |
| Elaborate Images | \$144.99 |
| Eli Brown | \$10,000.00 |
| Elyse V Ruinn | \$500.00 |

| | |
|---|----------------|
| Epic Packaging Group | \$39,822.84 |
| Epsilon Lambda Charitable Foundation | \$2,500.00 |
| Equiano Rum | \$842,829.74 |
| ESP Fire Protection, LLC | \$1,304.00 |
| Eversource | \$1,923.42 |
| Exchange Media Group, Inc | \$12,024.00 |
| Farryn Burkham of Augusta Media | \$20,000.00 |
| FedEx | \$38.19 |
| Ferris Associates Limited | \$0.00 |
| Firebirds International, LLC | \$2,500.00 |
| Fogel & Potamianos, LLP | \$9,153.00 |
| Ford | \$1,677.99 |
| Forklift Systems Inc. | \$607.98 |
| Franklin Chamber of Commerce | \$5,000.00 |
| Franklin County Chamber Champion | \$5,200.00 |
| Freshworks | \$2,646.00 |
| FT Publications Inc | \$8,333.00 |
| Gan Assurance | \$7,872.90 |
| Genesis Global Recruiting Inc. | \$1,418,759.53 |
| Genesis Global Workforce Solutions | \$0.00 |
| Goo Goo Cluster | \$3,728.16 |
| Goodland Supply | \$0.00 |
| GooGoo Cluster | \$3,728.16 |
| Gotham Insurance | \$0.00 |
| Gradus Inc. LLC - DBA Mickey's Popcorn | \$884.64 |
| GREENBERG TRAUIG LLP | \$3,807.50 |
| Growth Ledge Agency | \$3,162.50 |
| Gunderson Dettmer | \$268,739.00 |
| Herald A | \$8,170.92 |
| Herring Technology | \$85,657.00 |
| Himmels Architectural Door and Hardware | \$5,196.26 |
| Hire Dragons | \$18,642.78 |
| HNB-Huntington Bank | \$4,726.18 |
| Hopkins Farms Broadcasting, Inc. | \$250.00 |
| Howard University | \$0.00 |
| Hudson Group (HG) Retail LLC | \$13,000.00 |
| Hue & Cry Limited | \$8,416.47 |
| Humble Baron | \$14,037.87 |
| Huntington | \$1,125.28 |
| Huntingtown Auto Spa | \$112.53 |
| Hyatt | \$900.00 |
| iGo Marketing & Entertainment | \$13,333.33 |
| iHeartMedia, Inc | \$117,799.84 |
| Imbibe Media, Inc. | \$42,105.00 |
| Incorporating Services, Ltd | \$16,461.32 |
| Industrial Logistics Group | \$1,975.00 |
| Ingram Content Group | \$22,535.10 |
| Intelligent Office of Nashville | \$4,244.80 |
| Irell & Manella LLP | \$57,194.09 |
| Isabelle Couprie | \$47,010.60 |

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|--|--------------|
| IST Services & Communications | \$6,468.80 |
| ITNOLAP Pallet & Crafting, Inc. | \$1,357.00 |
| Ivy Mix | \$1,500.00 |
| Jack From Brooklyn- Deficit Funding | \$46,627.01 |
| Jazmin Gardner | \$1,316.25 |
| Johnson Brothers Maverick | \$19.96 |
| Johnson University | \$6,922.00 |
| Jonas Velarde | \$517.50 |
| Jones Distribution | \$6,453.04 |
| Journey For Good Foundation | \$12,250.00 |
| JPM Chase | \$1,731.34 |
| JT Disposal | \$68.00 |
| JumpCrew LLC | \$4,000.00 |
| Kacs Marketing | \$20,000.00 |
| Kate Gerwin | \$1,500.00 |
| Katsky Korins LLP | \$30,468.00 |
| Kentfield Marketing Group, LLC | \$407.44 |
| Koorsen Fire & Security | \$5,500.00 |
| KPMG | \$26,845.00 |
| Lakeway Publishers | \$2.00 |
| Lamar Companies | \$44,531.25 |
| Landreau Agro | \$19,645.22 |
| Launi King | \$39,937.50 |
| Lease Direct | \$318.10 |
| Lee Company | \$10,428.11 |
| Levi Gotsman | \$1,160.10 |
| Levy / Humble Baron, Inc. | \$26,056.97 |
| Life University | \$10,710.00 |
| Liquor Bottle Packaging International, LLC | \$30,147.83 |
| LocaliQ | \$9,821.95 |
| LocaliQ USA Today Network - acct 1142698 | \$24,178.60 |
| Logo Brands | \$6,233.86 |
| Logo Brands - Retail | \$15,845.89 |
| Lohr Distributing Co-Stl City | \$7.67 |
| Loomis Armored US, LLC | \$8,393.82 |
| Louisville Seventh 3PL | \$1,086.00 |
| Lush Tastings LLC | \$3,500.00 |
| Lymion Group Inc DBA Overproof | \$20,430.00 |
| Main Street Murfreesboro | \$3,000.00 |
| Mandlik & Rhodes | \$1,233.75 |
| Maplebear Inc. DBA Instacart | \$20,612.21 |
| Marabou, Inc F/S/O Jeffrey Wright | \$600,000.00 |
| Marshall's Haute Sauce | \$1,100.00 |
| MarkeTeam, Inc | \$2,600.00 |
| Martignetti | \$134.00 |
| Mary Gonzales Ramp | \$1,299.00 |
| Matanguy SAS | \$77,496.98 |
| Matthew Herman | \$12,000.00 |
| MCC Magazines, LLC | \$3,500.00 |
| Melcher Media | \$50,733.45 |

| | |
|---|----------------|
| Melisa Morales Velazquez | \$312.00 |
| Mercedes Auto Payment | \$1,306.48 |
| Mercury Design Studio | \$17,500.00 |
| Metro Lynchburg | \$29.17 |
| Metropolitan Moore Co Utility | \$74.29 |
| Michael George | \$10,000.00 |
| Mickey's Popcorn | \$884.64 |
| Midwest Promotional Models Inc | \$4,344.19 |
| Milano Promotional Services, Inc | \$554.29 |
| Miller Barondess, LLP | \$91,529.13 |
| Minuteman Press | \$121.74 |
| Monalto Corporate Events, Inc. | \$1,207,126.30 |
| Mora Chagoya | \$459.50 |
| Morgan, Lewis & Bockius LLP | \$287,999.92 |
| Movie Prod | \$2,619.45 |
| Mustard Seed Restaurant 2 LLC dba Daisy's Po'Boy & Tave | \$2,000.00 |
| Myers Concert Productions | \$500.00 |
| Nashville Communications | \$13,252.35 |
| Nashwood | \$50,000.00 |
| National Museum of African American Music | \$5,000.00 |
| Nationwide Distribution Services, Inc | \$41,021.87 |
| Newpoint Advisors Corp. | \$28,437.58 |
| Nicholas A Sensley | \$21,049.00 |
| Nicole Rush | \$7,500.00 |
| Ninety Proof Media | \$5,000.00 |
| North Mill Equipment Finance | \$1,004.29 |
| Northstar Spirits | \$173.68 |
| Nuso, LLC | \$6,450.86 |
| Oakdale Golf & Country Club | \$2,600.00 |
| Oasis W & S, LLC | \$43.62 |
| Odom NW Beverages | \$114.92 |
| Omar Seneriz | \$2,300.00 |
| Optima Program | \$2,234.00 |
| Oracle America Inc | \$581,000.33 |
| Oracle Netsuite | \$3,832.25 |
| OS3D Visualization & Design INC | \$9,500.00 |
| Otis and Rosie Brown Foundation, Inc | \$500.00 |
| Owner: Square One / Remit To: Industrial Logistics Group LI | \$1,975.00 |
| Pacers Basketball LLC | \$16,068.00 |
| Packaging Corporation of America | \$59,841.66 |
| Patrick Henry Creative Promotions | \$1,500.00 |
| PayBev LLC | \$13,880.00 |
| Paypal | \$1,822.20 |
| Pendleton Group LLC | \$2,000.00 |
| Pj's Hvac and Repair | \$3,346.00 |
| PKF Arsilon | \$1,334.04 |
| PLCS Premier Luxury Car Service | \$2,068.85 |
| Pollinate Inc. | \$660,706.96 |
| Poppy & Peep -Retail | \$5,700.00 |
| Possessed by Spirits Inc | \$1,500.00 |

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|--|--------------|
| Prashant Dongare | \$3,870.58 |
| Pratt Corrugated Holdings, Inc | \$277,691.10 |
| Pride Home Solutions | \$17,287.51 |
| Procopio, Cory, Hargreaves & S | \$145,338.68 |
| Progress Wine Group- FL | \$126.24 |
| Provi | \$0.01 |
| Pye Barker Fire & Safety | \$6,362.00 |
| Questex LLC | \$41,510.96 |
| R&S Flooring LLC | \$2,500.00 |
| Randstad | \$91,269.55 |
| Ranger Station | \$525.24 |
| Republic National Distributing Company | \$22.82 |
| ReserveBar Holdings Corp | \$7,800.00 |
| RNDC, Montgomery, AL | \$89.82 |
| RNDC-NWS, LLC (formerly NWS) | \$36.20 |
| Rose Construction | \$3,400.11 |
| Roy & Associates CPA P.C. | \$1,500.00 |
| Rusken Packaging | \$8,874.25 |
| Rutherford County Chamber of Commerce | \$10,000.00 |
| S.A.S. Domaine D'Anatole | \$110.17 |
| Salary.com LLC | \$15,999.00 |
| San Diego Spirits Festival | \$16,560.00 |
| Sarah d Sousa | \$12,000.00 |
| Sarl eta Pierra Baudin | \$27,965.12 |
| Savariau | \$3,697.89 |
| Scorp Promo, Inc. | \$10,803.28 |
| Sean Carr | \$675.00 |
| Selas FTPA | \$2,840.24 |
| SevenFifty | \$800.00 |
| Shared Spirits, LLC. | \$10,225.00 |
| Shedd Aquarium | \$5,000.00 |
| Shelbyville Grand | \$13,000.00 |
| Shelbyville Lions Club | \$650.00 |
| Shelbyville-Bedford Partnership | \$20,000.00 |
| Sheralyn Bradley | \$3,712.74 |
| Sigma Supply of North America | \$4,597.23 |
| Signet | \$1,977.00 |
| Slicker Beverage Insights | \$58,704.97 |
| Social Coast Mobile Beverage Co. | \$19,851.00 |
| Southern Smoke Foundation | \$2,500.00 |
| Spector | \$797.46 |
| Speed Rack Inc | \$48,000.00 |
| SpeedPro | \$75.00 |
| Spirits Bartending Service LLC | \$3,712.74 |
| SquareWorks Consulting | \$15,518.00 |
| State of Tennessee Elevator Unit | \$90.00 |
| Steven Aturo | \$3,575.54 |
| Straight Up Collective, LLC | \$19,400.00 |
| Stratus of Nashville | \$1,125.00 |
| SUCO | \$2,250.00 |

| | |
|---|--------------|
| Sunbelt Rentals | \$437.22 |
| Susan A Davidson | \$740.00 |
| Sysco | \$7,355.06 |
| System Scales Corp - Construction | \$1,239.00 |
| T2D Concepts LLC | \$2,000.00 |
| Tanisha Gaines | \$120.00 |
| Taylor Wessing | \$6,670.49 |
| Tennessee Department of Revenue - F&E Tax | \$66,012.93 |
| Tennessee Distilling Group | \$107,128.00 |
| Tennessee Logos, LLC | \$1,373.00 |
| Terracon Consultants, Inc | \$130,617.88 |
| Terrell Maddox | \$9,539.07 |
| The Brand Guild | \$246,296.81 |
| The Celebration | \$90,000.00 |
| The Cincinnati Insurance Companies | \$65,379.00 |
| The Express | \$274.38 |
| The Formulation Group | \$17,000.00 |
| The Keystone Group LLC | \$13,084.00 |
| The Mather Group, LLC | \$30,000.00 |
| The Monroe Companies, LLC | \$3,000.00 |
| The Only IMPACT Magazine LLC | \$1,000.00 |
| The UPS Store | \$4,499.32 |
| Thompson Burton PLLC | \$32,345.71 |
| Thoroughbred Spirits Group, LLC | \$29,915.84 |
| Thousand Oaks Barrel Co. | \$3,417.95 |
| Threds Inc | \$1,061.42 |
| ThreeStone Solutions LLC | \$10,425.00 |
| Tiffanie Barriere | \$1,500.00 |
| Tim Wiencek | \$2,800.00 |
| TN Dept of Environment & Conservation | \$1,974.83 |
| TN Dept of Revenue | \$8,029.69 |
| TN Labor & Workforce Development | \$150.95 |
| Tom Attwater Media | \$1,928.00 |
| Top Shelf Promotions, Inc. | \$11,747.48 |
| Total Quality Logistics | \$13,342.26 |
| Town of Edgartown | \$9,405.68 |
| TQL | \$11,325.46 |
| Tri Star Outdoors | \$300.00 |
| Tricorbraun Inc | \$423,025.99 |
| Triple Seat Software | \$528.06 |
| Troutman Pepper Locke LLP | \$116,066.50 |
| True North Consulting, LLC | \$170,750.00 |
| Uline | \$7,296.33 |
| UN/Empire | \$262,186.38 |
| Unifirst Coporation | \$3,246.30 |
| Unishippers | \$311.41 |
| United States Bartenders' Guild Inc. | \$1,500.00 |
| Upworks | \$17,262.67 |
| US Event Management | \$2,172.34 |
| US Standard Products Corp | \$1,560.90 |

| | |
|--------------------------------------|------------------------|
| VentraOps | \$199,120.00 |
| Verizon Business | \$7,814.12 |
| Vermont Information Processing, Inc, | \$13,993.22 |
| Villela CPA PLLC | \$15,000.00 |
| Virginia Tech University | \$20,273.50 |
| Vokent LLC | \$1,828.82 |
| Wedland Group | \$289,308.20 |
| Whistle Pig Rye | \$30,713.05 |
| WhistlePig, LLC | \$31,805.35 |
| White Door Events | \$1,168.98 |
| Willscot - Mobile Mini | \$16,031.47 |
| Wine Warehouse - | \$1,134.12 |
| Zimcal Asset Managment | \$0.00 |
| Zucconi Idea Agency Inc | \$3,500.00 |
| Unidentified Vendor | \$3,878,143.43 |
| TOTAL: | <u>\$20,143,518.23</u> |

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

| | | |
|-------------------------------|---|-------------------------|
| FARM CREDIT MID-AMERICA, PCA, |) | |
| |) | |
| Plaintiff, |) | Case No. 4:25-cv-38 |
| |) | |
| v. |) | Judge Atchley |
| |) | |
| UNCLE NEAREST, INC., et al., |) | Magistrate Judge Steger |
| |) | |
| Defendants. |) | |
| |) | |

**SUPPLEMENTAL BRIEF OF SHELBYVILLE GRAND, LLC TO MOTION FOR
CLARIFICATION OF RECEIVERSHIP ORDER AND STATEMENT OF FARM
CREDIT**

Shelbyville Grand, LLC (“SGLLC”), by and through its undersigned counsel, provides this supplemental brief with regard to the *Receiver’s Motion for Clarification of Receivership Order* (the “Motion to Clarify”)¹ and the *Statement of Farm Credit Mid-America, PCA in Support of Motion for Clarification of Receivership Order* (the “Farm Credit Statement”),² through which the Receiver and Farm Credit (collectively, the “Movants”) seek to divest SGLLC, and its board and shareholder, of their control of the company and place the company and its assets into receivership. In support of this Response, SGLLC incorporates the Declaration of Keith Weaver (the “Keith Weaver Declaration”) attached as **Exhibit 1**, and asserts and alleges as follows:

BACKGROUND

1. On October 21, 2025, SGLLC filed its initial response to the Motion to Clarify and the Farm Credit Statement. This Supplemental Brief provides the underlying documentation of

¹ Dkt. 41.

² Dkt. 44.

the transactions involving SGLLC and Uncle Nearest, a description of the business purposes behind those transactions, and proof of no commingling of the finances of Uncle Nearest and SGLLC. Further, this Supplemental Brief provides documentation as to the adherence to corporate formalities by SGLLC which demonstrates that SGLLC and Uncle Nearest are not alter egos.

2. SGLLC is a Tennessee limited liability company that was formed on November 21, 2022.³ Keith Weaver is the sole member of SGLLC.⁴

3. SGLLC has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).⁵

4. SGLLC owns and manages a host of real estate holdings, which include some warehouse space, a newspaper plant, commercial office buildings, vacant lots, etc.⁶ Nearest Green Distillery stores certain supplies at an SGLLC warehouse, which is climatized to protect certain sensitive inventory.⁷ The inventory was moved from Berlin Packaging and Tennessee Distilling Group because of the need to maintain the raw goods inventory in a climatized storage facility.⁸ Storage fees are charged to Nearest Green Distillery monthly at the rate of \$6,500 per month.⁹

5. SGLLC has its own bank accounts and maintains its accounting functions and operations independent of any of the Uncle Nearest entities.¹⁰ SGLLC is not, and has never been, liable for the alleged debts of the Uncle Nearest entities to Farm Credit.¹¹ SGLLC has not pledged any assets to secure the debts of the Uncle Nearest entities to any creditor, including Farm Credit.

³ Exhibit 1, ¶ 45.

⁴ Exhibit 1, ¶ 45.

⁵ Exhibit 1, ¶ 46.

⁶ Exhibit 1, ¶ 46.

⁷ Exhibit 1, ¶ 46.

⁸ Exhibit 1, ¶ 46.

⁹ Exhibit 1, ¶ 46.

¹⁰ Exhibit 1, ¶ 47.

¹¹ Exhibit 1, ¶ 47.

Other than inventory stored for NGD, SGLLC holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.¹²

6. The transactions between the Uncle Nearest Entities and SGLLC all relate to the storage fees due and payable.¹³ The \$130,000 payment from Uncle Nearest to SGLLC on July 29, 2025, was in payment of 20 months of outstanding rental fees due and owing from Nearest Green Distillery.¹⁴ The storage services were provided to Nearest Green Distillery by SGLLC and the amount paid was due and owing.¹⁵ Each of the transactions between the Uncle Nearest Entities and SGLLC had a valid business purpose and were supported by consideration.¹⁶

7. In the Receiver's Declaration, the Receiver erroneously aggregates transactions between the Non-Parties, between the Non-Parties or Receivership Entities with "Unknown Accounts," and between the Non-Parties and the Receivership Entities, and concludes that the volume of such transactions is, itself, evidence of commingling. First, his argument that transactions between Non-Parties, which do not involve the Receivership Entities, is somehow evidence of commingling with the Receivership Entities completely defies logic. Likewise, his argument that transactions between the Non-Parties or Receivership Entities with "Unknown Accounts" is evidence of commingling between the Non-Parties and the Receivership Entities is hard to even comprehend. His inability to identify the "Unknown Accounts" is simply evidence that he has not done even a basic amount of due diligence on this matter and nothing more. Finally, his assertion that the quantity of transactions between the Non-Parties and the Receivership Entities is evidence of commingling without reference to the specifics of the particular transactions

¹² Exhibit 1, ¶ 47.

¹³ Exhibit 1, ¶ 48.

¹⁴ Exhibit 1, ¶ 48.

¹⁵ Exhibit 1, ¶ 48.

¹⁶ Exhibit 1, ¶ 48.

and without any evidence of a lack of legitimate business purpose to each such transaction is invalid. The simple fact that a transaction or transactions occurred is not evidence of commingling in the absence of proof that the transactions lacked a legitimate business purpose for each entity involved in the transaction.

8. To the extent that the Receiver bases his argument on his need for further information about transactions, the Receiver has not demonstrated that placing SGLLC in receivership is the least intrusive way to get that information. The Receiver has not requested any information from Humble Baron other than the bank records, all of which have been provided.¹⁷ The Receiver has not asserted or alleged that he has requested any information from Humble Baron that has not been provided. Consequently, the Receiver hasn't even taken the first most basic step to obtain information regarding transactions between SGLLC and the Receivership Entities, much less sought to subpoena documents or depose relevant individuals regarding such transactions. Clearly, less intrusive measures than receivership are available to obtain information relating to the transactions. Consequently, placing SGLLC in receivership is unwarranted and inappropriate.

9. The Receiver has not identified any specific property held by SGLLC that is property of the Receivership Estate. In fact, neither SGLLC nor any of its assets is property of the Receivership Estate.

ARGUMENT

¹⁷ Exhibit 1, ¶ 48.

10. In this diversity action, the law of Tennessee is applicable.¹⁸ The Movants seeking to include SGLLC in the receivership have the burden of proving entitlement to that relief.¹⁹

11. As the Court noted in its September 30 Order, “[c]ourts have broad power and wide discretion to oversee the administration of a receivership.”²⁰ Further, the Court has the power to expand a receivership where the expansion is necessary to effectively safeguard assets of the receivership.²¹ It is noteworthy that the vast majority of federal cases dealing with federal equity receiverships arise in securities fraud cases instituted by the SEC or other consumer fraud contexts. In the context of diversity jurisdiction, the courts have found that “[a] receiver is an extraordinary equitable remedy that is only justified in extreme situations.”²²

12. The cases addressing this issue indicate that expansion of a receivership estate should be done only “with utmost caution and justified only where there is a necessity to protect a party’s interest in property, legal and less drastic equitable remedies are inadequate, and the benefits of receivership outweigh the burdens on the affected parties.”²³ Where the requested expansion of a receivership is to bring in another company based on the doctrine of alter ego, the Court “must find that the party was an actor in the course of conduct constituting the abuse of

¹⁸ “Federal diversity jurisdiction provides an alternative forum for the adjudication of state-created rights, but it does not carry with it generation of rules of substantive law.” *Gasperini v. Ctr. for Humans., Inc.*, 518 U.S. 415, 426-27, 116 S. Ct. 2211, 135 L. Ed. 2d 659 (1996). “Under the Erie doctrine, federal courts sitting in diversity apply state substantive law and federal procedural law.” *Id.* at 427; *see also Kepley v. Lanz*, 715 F.3d 969, 972 (6th Cir. 2013) (“In diversity cases, a federal court must rely upon the substantive law of the forum state.”).

¹⁹ *See Taylor Steel, Inc. v. Keeton*, 417 F.3d 598, 607 (6th Cir. 2005)(holding that party seeking to pierce corporate veil bears the burden of proof); *Oceanics Schools, Inc. v. Barbour*, 112 S.W.3d 135, 140 (Tenn. Ct. App. 2003)(“The party wishing to pierce the corporate veil has the burden of presenting facts demonstrating that it is entitled to this equitable relief.”)(citing *Schlater v. Haynie*, 833 S.W.2d 919, 925 (Tenn. Ct. App. 1991)).

²⁰ *Consumer Fin. Prot. v. Strafs, LLC*, No. 24-CV-40-EAW-MJR, 2025 U.S. Dist. LEXIS 98061, at *28 (W.D.N.Y. May 22, 2025)

²¹ *See id.*

²² *See, e.g., Rochester MSA Bldg. Co. v. UMB Bank, N.A.*, 2022 U.S. Dist. LEXIS 6184, at *17 (D. Minn. 2022)(quoting *Aviation Supply Corp. v. R.S.B.I. Aerospace, Inc.*, 999 F.2d 314, 316 (8th Cir. 1993)).

²³ *CCUR Aviation Fin., LLC v. S. Aviation, Inc.*, No. 21-cv-60462-BLOOM/Valle, 2021 U.S. Dist. LEXIS 83769, *5 (S.D. Fla. May 3, 2021)(quoting *SEC v. Complete Bus. Sols. Grp.*, 2020 U.S. Dist. LEXIS 253062, at *2 (D. Nev. 1985)).

corporate privilege – . . . [the court] may not apply the doctrine to prejudice an innocent third party.”²⁴

13. In analyzing the viability, or lack thereof, of the alter ego claims, in addition to applying federal law factors, the Court should also look to applicable state law requirements relating to alter ego.²⁵ Since the instant case is based on diversity jurisdiction, not federal question jurisdiction, and the claim at issue here is a simple breach of contract claim, not a securities fraud claim, the Court should look to state law in determining the alter ego question. Furthermore, since the receivership is merely procedural mechanism, not a form of relief, and since SGLLC has no existing obligations to Farm Credit, Farm Credit would ultimately have to prove alter ego status under Tennessee law in order to actually make SGLLC liable for any debts owed by Uncle Nearest to Farm Credit. Consequently, even if federal law still controls the question of expansion of the receivership, a relevant factor for the Court to consider within the federal standards is whether Farm Credit has a reasonable likelihood of maintaining a claim for alter ego under state law based on the facts presently before the Court.

14. In applying the federal factors first, as set forth in the Court’s September 30 Order, neither the Receiver nor Farm Credit has identified any specific assets of the receivership that are to be protected with respect to SGLLC. So, out of the gate, the Movants’ effort to expand the receivership to include SGLLC must fail because the expansion of the receivership is not necessary “to safeguard assets and prevent their dissipation.” Further, Farm Credit has not established that SGLLC was funded by proceeds of some fraudulent scheme perpetrated by Uncle Nearest or any other bad actor, as is sometimes used to justify expanding receiverships to non-parties in cases

²⁴ *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

²⁵ *See id.*

where the public at large has been defrauded, such as in securities fraud actions and consumer fraud cases.²⁶ This receivership is based on a breach of contract claim, not a fraud claim.

15. The Movants' effort also fails because they can't meet the bare requirements that would be relevant to a determination that SGLLC should have a receiver appointed. The Motion to Clarify and the Statement by Farm Credit go far beyond what is simply an effort to protect assets that are property of the receivership from dissipation—this is an effort to wrest control over SGLLC based on mere allegations of potential facts and on factors significantly less rigorous than the very factors that the Court required to be considered in appointing the Receiver over Uncle Nearest in the first place. While Uncle Nearest had pledged all of its assets to secure the debt to Farm Credit, SGLLC is not liable on any debts to Farm Credit and has not pledged any of its assets to secure debts owed to Farm Credit. SGLLC is not a party to the Loan Documents and it has not defaulted on any obligations to Farm Credit. SGLLC should have at least an equivalent right to the same analysis and burden of proof for divesting its board of control over the business as Uncle Nearest's board had in its defense of the initial Receivership Motion.

16. In the deciding the Receivership Motion, this Court noted multiple factors used by courts in the Sixth Circuit:

- (1) Whether the property at issue is in imminent danger of being lost, concealed, injured, diminished in value, or squandered;
- (2) Whether the Defendants have engaged in fraudulent conduct;
- (3) Whether legal remedies are inadequate;
- (4) Whether less drastic equitable remedies are available;
- (5) The likelihood that the appointment of a receiver would do more good than harm;

²⁶ See, e.g., *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

- (6) Whether there is inadequate security for the debts; and
- (7) Whether the debtor is insolvent.²⁷

17. Even if all of the allegations in the Motion to Clarify, Farm Credit’s Statement, and the Receiver’s other filings were assumed factually correct (they are not), those allegations still fail to establish the factors necessary for the appointment of a receiver with respect to SGLLC. The Movants have not identified any specific “property at issue” held by SGLLC in which the Receivership Estate has an interest, much less made any showing that such property is in imminent danger of being diminished. The Movants have made no showing that SGLLC has engaged in fraudulent conduct. Farm Credit has no legal or equitable remedies to assert against SGLLC because SGLLC is not obligated on any of the Farm Credit Loans, so there is no basis to say the legal remedies are inadequate or that less drastic equitable remedies are not available or even justified. To the extent that the Receiver believes that the Receivership Estate has claims against SGLLC, the Receiver can seek a judgment against SGLLC, so there is an adequate legal remedy. Furthermore, the Receiver has not even asked SGLLC’s management for additional information relating to the noted transaction and has not sought to obtain the information through discovery, so there are clearly less drastic means still available for the Receiver to obtain information relating to the transactions in question.

18. Expansion of the Receivership to include SGLLC would do more harm than good. Placing this entity in receivership and saddling the company with the expenses of the Receiver and his multitude of professionals would cause a significant increase in expenses for the company and the negative publicity that would impact its business and investments. Further, such action would ultimately not benefit the Receivership Estate at all because there is no proof that would support a

²⁷ Dkt. 32, at 4 (citing *Pension Benefit Guar. Corp. v. Evans Tempcon, Inc.*, 630 F. App’x 410, 414 (6th Cir. 2015)).

finding of alter ego status in any final judgment. Thus, the known actual harm to the company of placing it in receivership would significantly outweigh any prospective unknown, likely unrealizable, potential benefit of putting the company into receivership.

19. Since SGLLC is not obligated on the Farm Credit Loans and holds no collateral securing those Loans, the question of the adequacy of Farm Credit's security has no relevance.

20. Finally, Farm Credit has not provided any material evidence that SGLLC is insolvent or has been funded by assets of the Corporate Defendants. In sum, with respect to SGLLC, the Movants cannot prove any of the same factors with respect to SGLLC that this Court weighed in determining that Uncle Nearest should be under receivership control.

21. Since the Movants are disguising a general piercing of the corporate veil argument in the form of expansion of the receivership without identifying a single asset held by SGLLC that is collateral to Farm Credit or that belongs to the Receivership Estate, the effort should be dismissed out of hand as inappropriate. At a minimum, the Movants should be required in this diversity action to meet the standard for piercing the corporate veil under state law.²⁸

22. The Sixth Circuit has held that “[u]nder the long-standing *Erie* doctrine, in actions brought in federal court invoking diversity jurisdiction, a court must apply the same substantive law as would have been applied if the action had been brought in a state court of the jurisdiction where the federal court is located.”²⁹ “When the success of a state law claim brought in federal court under diversity jurisdiction is dependent on piercing the corporate veil, this question of substantive law is governed by the law of the state in which the federal court sits.”³⁰ Since this

²⁸ See *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

²⁹ *Corrigan v. U.S. Steel Corp.*, 478 F.3d 718, 723 (6th Cir. 2007)(citing *Equitable Life Assurance Soc'y of the U.S. v. Poe*, 143 F.3d 1013, 1016 (6th Cir. 1998)).

³⁰ *Id.*

Court sits in Tennessee, Tennessee law is applicable with respect to the question of piercing the corporate veil and alter ego analysis.

23. Earlier this year, in *Youree v. Recovery House of E. Tenn., LLC*,³¹ the Tennessee Supreme Court comprehensively addressed the state of the law in Tennessee regarding “alter ego” claims and piercing the corporate veil. First, the court noted that the term “alter ego” was simply a “rhetorical device or picturesque term” that only confuses the fact that what is actually sought is piercing of the corporate veil.³² The court also recognized that corporate separateness is presumed and that Tennessee courts give substantial weight to that presumption.³³

24. The court then confirmed the three elements, first articulated in *Continental Bankers Life Insurance Co. of the South v. Bank of Alamo*,³⁴ that have to be proved in order to pierce a corporate veil as follows:

- (1) Control over the entity, not only of finances, but of policy and business practice in respect to the transaction under attack, so that the entity, as to that transaction, had no separate mind, will, or existence of its own;
- (2) The control must have been used to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of a third party's rights; and
- (3) The control and fraud, wrong, violation, or injustice must have proximately caused the injury or unjust loss complained of.³⁵

25. The *Youree* court further found that certain factors outlined in *Federal Deposit Ins. Corp. v. Allen*,³⁶

have their place in the analysis . . . [but] do not constitute a separate test. They are merely a list of circumstances that often may be relevant to the existence of one or more of the three *Continental Bankers* elements. Thus, the eleven circumstances listed in *Allen*, or any other relevant circumstance, may be used in determining

³¹ 705 S.W.3d 193, 206-12 (Tenn. 2025).

³² *Id.* at 208.

³³ *Id.* at 207.

³⁴ 578 S.W.2d 625 (Tenn. 1979).

³⁵ *Id.* at 637.

³⁶ 584 F. Supp. 386 (E.D. Tenn. 1984).

whether the three required elements from *Continental Bankers* have been established.³⁷

The *Allen* factors are as follows:

Factors to be considered in determining whether to disregard the corporate veil include not only whether the entity has been used to work a fraud or injustice in contravention of public policy, but also: (1) whether there was a failure to collect paid in capital; (2) whether the corporation was grossly undercapitalized; (3) the non-issuance of stock certificates; (4) the sole ownership of stock by one individual; (5) the use of the same office or business location; (6) the employment of the same employees or attorneys; (7) the use of the corporation as an instrumentality or business conduit for an individual or another corporation; (8) the diversion of corporate assets by or to a stockholder or other entity to the detriment of creditors, or the manipulation of assets and liabilities in another; (9) the use of the corporation as a subterfuge in illegal transactions; (10) the formation and use of the corporation to transfer to it the existing liability of another person or entity; and (11) the failure to maintain arm's-length relationships among related entities.³⁸

The *Youree* court then further cautioned

that checking items off a list is not a substitute for a purposive analysis of whether the *Continental Bankers* elements have been established. Regardless of the specific circumstances at issue, they must demonstrate all three elements of control, wrongdoing, and causation.³⁹

26. Since the Motion before the Court is not predicated on protecting any specific assets of the Receivership, it should be treated as simply a claim to pierce the corporate veil and should be granted or denied based on whether Farm Credit can carry its burden to prove that such SGLLC is an alter ego of Uncle Nearest under Tennessee law.

27. As the Tennessee Supreme Court recently pronounced, the factors relevant to determining whether to pierce the corporate veil are those factors originally set forth in the *Continental Bankers* case. Neither the Receiver's Motion to Clarify nor Farm Credit's Statement address in any meaningful way this applicable standard with respect to SGLLC.

³⁷ *Youree*, 705 S.W.3d at 211.

³⁸ *Id.* at 210 (quoting *Allen*, 584 F. Supp. at 397).

³⁹ *Id.* at 212.

28. As to the first *Continental Bankers* element—“[c]ontrol over the entity, not only of finances, but of policy and business practice in respect to the transaction under attack, so that the entity, as to that transaction, had no separate mind, will, or existence of its own”— the only transactions at issue have been explained and do not show that SGLLC exercised control over the finances, policy, or business practices of any of the Uncle Nearest Defendants, or vice versa. The finances of SGLLC and the Uncle Nearest entities were completed through separate and distinct bank accounts and were arms-length transactions.

29. As to the second *Continental Bankers* element—“The control must have been used to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of a third party's rights”— the Movants have not submitted any evidence that SGLLC controlled Uncle Nearest, or vice versa, in order to commit fraud or wrong, perpetuate the violation of a statutory or positive legal duty, or to commit a dishonest and unjust act in contravention of a third party’s rights.

30. As to the third *Continental Bankers* element—“The control and fraud, wrong, violation, or injustice must have proximately caused the injury or unjust loss complained of”— since Farm Credit has failed to even establish facts sufficient to satisfy the first two elements, it is impossible for Farm Credit and the Receiver to prove that the first two elements were the proximate cause of any injury or unjust loss to Farm Credit or any other creditor. The transactions that have been identified by Farm Credit are all legitimate transactions supported by documentation and business purposes that benefited Uncle Nearest. There is no proximate causation to any injury alleged by Farm Credit.

31. In sum, application of the *Continental Bankers* factors to SGLLC shows that the Movants have not met, and cannot meet, their burden of proof.

WHEREFORE, SGLLC respectfully requests that the Court decline to expand the receivership to include SGLLC or its assets and grant such other and further relief as is appropriate.

Respectfully submitted,

MANIER & HEROD, P.C.

/s/ Michael E. Collins

Michael E. Collins (TN Bar No. 16036)

S. Marc Buchman (TN Bar No. 41598)

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mbuchman@manierherod.com

Counsel for SGLLC

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2026, the foregoing document was served on all parties registered to receive electronic notice via the Court's CM/ECF system.

/s/ Michael E. Collins

Michael E. Collins

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

| | | |
|-------------------------------|---|-------------------------|
| FARM CREDIT MID-AMERICA, PCA, |) | |
| |) | |
| Plaintiff, |) | Case No. 4:25-cv-38 |
| |) | |
| v. |) | Judge Atchley |
| |) | |
| UNCLE NEAREST, INC., et al., |) | Magistrate Judge Steger |
| |) | |
| Defendants. |) | |
| |) | |

**DECLARATION OF KEITH WEAVER REGARDING MOTION FOR
CLARIFICATION OF ORDER APPOINTING RECEIVER [DKT. 39]**

I, Keith Weaver, declare under penalty of perjury as follows:

1. I am, and was at all times relevant to this matter, more than eighteen (18) years of age.

2. I do not hold any shares or ownership interest in Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

Humble Baron, Inc. (“Humble Baron”)

3. Humble Baron is a Delaware C Corporation that was incorporated on January 26, 2021. Humble Baron is owned 100% by a blind trust for which I am the sole beneficiary. Humble Baron is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

4. Humble Baron operates a bar called the Humble Baron Bar, which is located at Nearest Green Distillery (“NGD”). The Humble Baron Bar is a full-service bar that serves Uncle Nearest’s products as well as branded spirits manufactured by other distilleries. Contrary to the

false assertions made by Farm Credit, Humble Baron leases the premises from Uncle Nearest Real Estate Holdings, LLC (“UNRE”) pursuant to that certain Commercial Lease Agreement dated March 1, 2023 (the “Lease”), as amended by that certain First Amendment to Commercial Lease Agreement dated February 1, 2025 (the “Lease Amendment”) (with the Lease, the “Amended Lease”). The term of the Lease was extended by the Lease Amendment and runs to February 28, 2030, with additional extension options. True and correct copies of the Lease and the Lease Amendment are Weaver Exs. 26 and 27, respectively. Pursuant to the Amended Lease, the Landlord is responsible for payment of all utilities related to the Premises and all repairs and maintenance for the building and common elements.

5. Humble Baron has its own tax id number that is distinct from the tax id numbers for the Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”). Humble Baron has its own bank accounts separate and apart from the bank accounts held by the Uncle Nearest Entities. All transactions between Humble Baron and the Uncle Nearest Entities have been supported by legitimate business purposes and consideration.

6. The ERP system used for Humble Baron is a food and beverage specific accounting system/ERP called “R365.” It is not used by or connected in any way to the Uncle Nearest entities.

7. Humble Baron is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Humble Baron has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Humble Baron holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

8. In addition to its on-premise sale of alcohol, Humble Baron undertakes sales of retail merchandise online, exploration of locations for future growth, and various creative works

under development (TV shows, film, books, etc.). Other than lessor/lessee relationship and the physical presence of the Humble Baron Bar on the premises of NGD, there is no connection of Humble Baron to the Uncle Nearest Entities and neither of the companies exercises control over the other. Humble Baron has its own employees (separate payroll), bank accounts, vendors, clients, financial statements, etc. Humble Baron provides the use of its facilities to Uncle Nearest and NGD for events, and invoices for fees and expenses related to such use. The ability of Uncle Nearest and NGD to obtain use of the Humble Baron bar for events is a key marketing tool for those companies.

9. Because Humble Baron sells spirits on-premise by the glass, the ownership and control of Humble Baron is required under applicable law to be completely separate, directly and indirectly, from the ownership and control of Uncle Nearest, Inc. and Nearest Green Distillery in accordance with applicable three-tier/tied house laws.

10. Levy Premium Foodservice Limited Partnership (“Levy”) is a management company that previously provided comprehensive management and operational services, including event management, to Humble Baron and Shelbyville Barrel House BBQ, LLC under a Management Agreement. During the term of the Management Agreement, Levy provided certain services related to various events, including certain Uncle Nearest events, held by Nearest Green Distillery and/or Uncle Nearest Inc. on the premises of the Nearest Green Distillery and the Humble Baron Bar. These events were solely for the benefit of Uncle Nearest and/or Nearest Green Distillery and the costs associated with such events were the direct obligation of Uncle Nearest and/or Nearest Green Distillery, as applicable. Attached as **Exhibit A** are invoices issued by “Levy / Humble Baron” to Nearest Green Distillery evidencing the distillery’s direct obligations relating to Levy’s services.

11. Attached as **Exhibit B** is correspondence maintained by the Company in the ordinary course of business from Peter LaFemina to Felicia Gallagher dated April 12, 2024, advising that the outstanding balance due from NGD to Levy on account of services provided for NGD was approximately \$100,000 as of April 12, 2024. In that correspondence, Mr. LaFemina requests on behalf of Humble Baron that Nearest Green Distillery pay its due balance to Levy. This correspondence is also direct evidence that the operations of Humble Baron and Uncle Nearest/Nearest Green Distillery were not commingled and that the corporate forms were maintained. The Uncle Nearest Accounts Payable register as of June 12, 2025, which is Farm Credit Ex. 7, shows an open a/p balance owed to “Levy / Humble Baron” as of July 1, 2024 of \$134,501.06.

12. On August 1, 2024, Levy filed a complaint against Shelbyville Barrel House BBQ, LLC and Humble Baron, Inc. seeking to recover unpaid management fees, including fees related to the events that were for the sole benefit of Nearest Green Distillery (the “Levy Complaint”). I was directly involved in the lawsuit and have personal knowledge of the claims involved and the resolution of those claims.

13. Although Uncle Nearest, Inc and NGD were not named directly as defendants, the claims asserted by Levy in the Levy Complaint included amounts that were for Uncle Nearest and the Nearest Green Distillery. Counsel for Humble Baron and Shelbyville Barrel House BBQ, LLC, in discussions with the management of Uncle Nearest, determined that it would not be necessary to join Uncle Nearest or NGD as a third-party defendants because those parties were agreeable to pay their portion of any agreed settlement. The lawsuit was ultimately settled through the Settlement Agreement dated March 18, 2025 (the “Levy Settlement Agreement”). A true and correct copy of the Levy Settlement Agreement is in evidence as Farm Credit Ex. 14. Per the

Settlement Agreement, a series of payments were to be made to Levy to resolve its claims, which included the claims relating to the obligations of Nearest Green Distillery. In order to resolve the portion of the Levy Settlement Agreement attributable to Nearest Green Distillery, it was agreed between Humble Baron, Uncle Nearest, Inc., and NGD that Uncle Nearest would make the payment directly to Levy in furtherance of the Settlement. Thus, the payment by Uncle Nearest, Inc. to Levy was for its own obligations or obligations of Nearest Green Distillery, not obligations of Humble Baron.

14. Humble Baron holds the Guinness World Record for the longest bar. That designation was requested by Uncle Nearest, Inc. and NGD as an effort to promote tourism to the distillery. Humble Baron's focus is on local marketing, not national marketing. In other words, Humble Baron's business is primarily focused on attracting local patrons that don't have any interest in whether the bar is the longest bar in the World. NGD and Uncle Nearest, Inc., on the other hand, thrive on tourism such that having the added attraction of the World's longest bar creates additional incentive for travelers to make the trip to the distillery and connect with the brand. Consequently, while Humble Baron was willing to have the longest bar in the world recognition, it was not willing to fund the cost for such an effort, which would primarily and significantly benefit Uncle Nearest and NGD. Accordingly, Uncle Nearest and NGD agreed to fund the effort to obtain the longest bar world record from Guinness. The payment of that expense was not for Humble Baron's benefit, but for the direct benefit of Uncle Nearest and NGD.

15. The Humble Baron bar and the Guinness World Record are featured prominently on the Uncle Nearest website as well as in the Nearest Green Distillery facility. On the Uncle Nearest website, a prominent link to the Humble Baron website is on the main page and that link opens to a page stating, "EVERYONE HAS A SEAT AT THE LONGEST BAR IN THE WORLD." The

Humble Baron Bar itself sits in the main tourist building of the Nearest Green Distillery and visitors to the facility walk directly through the distillery's gift shop and tasting room in order to enter the Humble Baron bar. The value to Uncle Nearest of Humble Baron's location at the distillery and its longest bar in the World designation is significant.

16. Humble Baron holds no property that is property of the Uncle Nearest Entities or the Receivership Estate. The Receiver has not requested any records from Humble Baron other than bank statements and all such requested records have been provided.

17. Since its inception, Humble Baron has operated at a financial loss while investing in the infrastructure, staffing, and brand development necessary to establish a viable hospitality enterprise. In 2024 and 2025, Humble Baron implemented a structured turnaround strategy focused on hosting high-profile public events and securing private event buyouts designed to generate sufficient revenue to move the business toward profitability. These initiatives required substantial advance financial commitments, marketing expenditures, and operational investments. Humble Baron, Inc. exclusively bore all such expenditures. It maintains its own bank accounts, payroll, tax identification number, accounting systems, and financial statements separate and apart from the Uncle Nearest Entities. No funds from any of the Uncle Nearest Entities were used to finance these efforts.

18. Although Humble Baron is legally and operationally separate from the Uncle Nearest Entities, the pending litigation and appointment of a receiver over those entities have materially and adversely affected Humble Baron's business operations. Because the Humble Baron Bar is physically located on the Nearest Green Distillery property, and I am publicly associated with the broader brand, the receivership proceedings have created marketplace uncertainty among customers, vendors, and employees. Since the initiation of the receivership

process, Humble Baron's revenue has declined approximately 30% year-over-year. Event bookings have slowed, attendance from local patrons has decreased, and prospective clients have expressed hesitation in committing to future engagements. During this same period, Humble Baron's performance-based catering sales manager resigned, further impairing execution of the company's revenue strategy.

19. The financial strain has been compounded by unpaid amounts owed to Humble Baron by Nearest Green Distillery and/or Uncle Nearest for legitimate, invoiced services. Continued uncertainty regarding whether Humble Baron could be drawn into the receivership—despite its lack of ownership overlap, lack of shared control, separate accounting systems, and absence of liability for the alleged debts at issue—has inhibited normal business planning and operations. If Humble Baron were subjected to receivership, applicable federal and state regulatory requirements governing alcohol sales would likely require immediate cessation of operations, resulting in significant and potentially irreparable harm.

20. At no time prior to advancing assertions affecting Humble Baron did the Receiver or his representatives request clarification of specific transactions or an explanation regarding the flow of funds. Had such clarification been requested, Humble Baron and I were prepared to provide documentation and explanation, as we have consistently done when records were requested. Direct clarification would have reduced uncertainty and business disruption. Clear confirmation from this Court that Humble Baron, Inc. is not part of the Receivership Estate, that its assets are not subject to the Receiver's authority, and that it may continue operating independently absent further order of this Court is necessary to prevent further operational harm to an entity that holds no receivership assets and is not liable for the alleged debts at issue.

Shelbyville Barrel House BBO, LLC ("SBH")

21. SBH is a Tennessee limited liability company that was formed on August 25, 2022. I am and have always been the sole member of SBH. SBH is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

22. SBH has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

23. SBH has separate bank accounts from the Uncle Nearest Entities and has not exercised, and does not exercise, any control over the bank accounts or operations, financial or otherwise, of the Uncle Nearest Entities. Likewise, the Uncle Nearest Entities exercise no control over the bank accounts or operations, financial or otherwise, of SBH. SBH’s operating licenses are all in its own name, not in the name of any of the Uncle Nearest Entities.

24. SBH is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. SBH has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. SBH holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

25. SBH owns and operates Chuck’s Barrel House BBQ II under a Lease Agreement with Uncle Nearest Real Estate Holdings, LLC dated December 17, 2018 (the “Lease”) and a Franchise Agreement dated September 1, 2022 (the “Franchise Agreement”) with Charles W. Baker, Jr. (the “Franchisor”). True and correct copies of the Lease and the Franchise Agreement are Weaver Exs. 30 and 31, respectively. Chuck’s Barrel House BBQ II is a walk-up restaurant concept that also serves beer and is located on the premises of the Nearest Green Distillery.

26. Because SBH sells beer on-premise, the ownership and control of SBH is required under applicable law to be completely separate, directly and indirectly, from the ownership and

control of Uncle Nearest, Inc. in accordance with applicable three-tier/tied house laws.

27. The history of Chuck's Barrel House BBQ II is that, in light of the distillery's remote location in Shelbyville Tennessee and the concern that visitors to the distillery would need food options, the management of Nearest Green Distillery ("NGD") approached the owner of Chuck's Barrel House BBQ restaurant in Lynchburg, Tennessee ("Chuck's") regarding the opening up of a similar venue at the Nearest Green Distillery, which was then under construction. The owner of Chuck's, Charles Baker, II, agreed and entered into the Lease with Uncle Nearest Real Estate Holdings, LLC. Mr. Baker financed the build-out of Chuck's Barrel House BBQ II and began operations in 2021. After operating Chuck's Barrel House BBQ II for approximately one year, Mr. Baker approached me regarding transferring ownership of the restaurant due to the owner's desire to focus on his Lynchburg location and other endeavors.

28. In order to facilitate that transaction, I formed SBH in August 2022 and entered into the Franchise Agreement with Mr. Baker (the "Franchisor"). None of the Uncle Nearest Entities are parties to the Franchise Agreement. Neither the Uncle Nearest Entities, Fawn Weaver, nor I has any direct or indirect ownership interest in the Franchisor. Just as it was under the ownership of Mr. Baker, Chuck's Barrel House BBQ II, as operated by SBH, continues to maintain its own employees, bank accounts, vendors, receivables, payables, accounting, etc., completely separate and distinct from the operations of Uncle Nearest Entities. Other than leasing its location from Uncle Nearest Real Estate Holdings, LLC in accordance with arms-length lease that was originally entered with Mr. Baker and obligations related thereto, there is no business or financial connection to any of the Uncle Nearest Entities and each such business is controlled separately, as required under Tennessee law.

29. SBH operates a point-of-sale system through Toast that is not connected in any way

to the accounting systems of the Uncle Nearest Entities. The ERP system used by SBH is a food and beverage specific accounting system/ERP called R365. It is not used by or connected in any way to the Uncle Nearest Entities.

30. The amounts owed by NGD to SBH arise primarily from NGD promotional events that are catered by SBH or held on SBH's premises. All such amounts are properly invoiced and the corporate formalities and separate accounting for both entities are at all times maintained.

31. The Lease does not require SBH to pay for or reimburse any of the Uncle Nearest Entities for any services related to the NGD property. Furthermore, the trash pickup is an expense for the facility as a whole and is contracted by the Landlord and the SBH performs its own janitorial service by its own staff, similar to how most restaurants operate. There is no agreement for SBH to cover costs for trash pick-up or janitorial services that are contracted by Uncle Nearest. Consequently, since SBH is in fact not paying for utilities and other expenses for which it is not liable under the Lease, that is evidence of no commingling of funds between these entities.

32. SBH does not hold any assets belonging to the Uncle Nearest Entities. The Receiver has not requested any records from SBH other than bank statements and all such requested records have been provided.

Nashwood, Inc.

33. Nashwood is a Delaware C Corporation that was incorporated on July 3, 2019. I am the sole-shareholder of Nashwood. Nashwood has its own tax id number that is distinct from the tax id numbers of Uncle Nearest Entities. Nashwood is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

34. Nashwood is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Nashwood has not pledged any assets to secure the debts of the

Uncle Nearest Entities to any creditor, including Farm Credit. Nashwood holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

35. Nashwood formerly owned the Tolley House Bed and Breakfast (the “Tolly House”) but no longer owns that asset. The Tolly House, which is connected to Jack Daniels, was rented from time to time by Uncle Nearest for guest stays and special events. Otherwise, the Tolly House has no connection to and is not an asset of (and has never been an asset of) any of the Uncle Nearest Entities. Nashwood sold its interest in the Tolley House in September 2024 and no longer has any interest, direct or indirect, in that property.

36. Nashwood provided certain consulting, project management, and event management services, along with preparation of applications that resulted in approximately \$500,000 in grants and incentives, to Uncle Nearest during January through August 2024 at the flat rate of \$10,000 per month. The invoices were properly documented by Nashwood and invoiced to the applicable Uncle Nearest entity. On April 17, 2024, Uncle Nearest paid Nashwood \$10,000 and paid an additional \$20,000 on August 6, 2024, both payments being applied toward the open balance. Similarly, Nashwood was paid in July 2024 the sum of \$2,699.85 for services related to the Love & Whiskey Tour that was put on by Uncle Nearest in 2024. The other identified amounts were paid by Uncle Nearest for services rendered by Nashwood as invoiced. An outstanding balance of \$50,000 remains due from the Uncle Nearest Entities as reflected in **Exhibit C**. The documentation clearly shows adherence to the corporate form and no commingling of funds.

37. Otherwise, Nashwood has no financial or operational connection to the Uncle Nearest Entities and neither controls nor is controlled by those entities. After Levy Premium Foodservice Limited Partnership (“Levy”) ceased providing services to Shelbyville Barrel House BBQ, LLC and Humble Baron, Inc., Nashwood contracted with those entities to provide those

similar management services.

38. Nashwood is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Nashwood has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Nashwood holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

39. Nashwood provides, or has provided, management services for Classic Hops, Humble Baron, Shelbyville Barrel House BBQ, and Shelbyville Grand, LLC. However, Nashwood is not an equity holder of any of those entities and any entries in Uncle Nearest's accounting records likely simply reflect the management relationship that Nashwood has, or has had, with respect to those entities. The Receiver has not requested any records from Nashwood other than bank statements and all such requested records have been provided.

Quill & Cask Owner, LLC ("Q&C")

40. Q&C is a Tennessee limited liability company that was formed on July 25, 2024. I am and have always been the sole member of Q&C. Q&C has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the "Uncle Nearest Entities").

41. The company's business purpose is to purchase, hold and sell assets for profit, including real estate, bulk whiskey, and other assets. It has no connection to Uncle Nearest other than having made an equity investment in Uncle Nearest, Inc., as detailed below.

42. Q&C has its own bank accounts and maintains its own accounting functions and operations independent of any of the Uncle Nearest Entities. Q&C is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Q&C has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Q&C

holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate. The Receiver has not requested any records from Q&C other than bank statements and all such requested records have been provided.

43. In April 2024, prior to the formation of Q&C, a barrel purchase transaction was contemplated between a to-be-formed entity – then identified as “Q and Cask, Inc.” – and Uncle Nearest, Inc. However, that transaction was never consummated.

44. On December 27, 2024, Q&C transferred \$584,000 to Uncle Nearest as an equity investment in Uncle Nearest, Inc. On January 30, 2025, Q&C transferred an additional \$275,000 as an equity investment in Uncle Nearest, Inc. Those are the only two transactions involving Q&C and any of the Uncle Nearest Entities. Each of the transactions had a valid business purpose and was supported by consideration. While Q&C has an equity interest as a result of those transactions, Q&C does not own 20% or more of the voting stock of any of the Uncle Nearest companies and none of the Uncle Nearest companies own 20% or more of the voting stock of Q&C. Furthermore, I, as the sole-owner of Q&C, do not own or control more than 20% of the voting stock of any of the Uncle Nearest Entities.

Shelbyville Grand, LLC (“SGLLC”)

45. SGLLC is a Tennessee limited liability company that was formed on November 21, 2022. I am the sole member of SGLLC. SGLLC has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

46. SGLLC owns and manages a host of real estate holdings, which include some warehouse space, a newspaper plant, commercial office buildings, vacant lots, etc. Nearest Green Distillery stores certain supplies at an SGLLC warehouse, which is climatized to protect certain

sensitive inventory. The inventory was moved from storage at Berlin Packaging and Tennessee Distilling Group because of NGD's need to maintain the raw goods inventory in a climatized storage facility. Storage fees are charged to Nearest Green Distillery monthly at the rate of \$6,500 per month.

47. SGLLC has its own bank accounts and maintains its accounting functions and operations independent of any of the Uncle Nearest Entities. SGLLC is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. SGLLC has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Other than the inventory being stored, SGLLC holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

48. The transactions between the Uncle Nearest Entities and SGLLC all relate to the storage fees due and payable. The \$130,000 payment from Uncle Nearest to SGLLC on July 29, 2025, was in payment of 20 months of outstanding rental fees due and owing from Nearest Green Distillery. The storage services were provided to Nearest Green Distillery by SGLLC and the amount paid was due and owing. Each of the transactions between the Uncle Nearest Entities and SGLLC had a valid business purpose and were supported by consideration. The Receiver has not requested any records from SBH other than bank statements and all such requested records have been provided.

4 Front Street, LLC ("4FS")

49. 4FS is a Tennessee limited liability company that was formed on September 28, 2023. I am a minority member of 4FS and do not hold a controlling share of that company. The majority member of 4FS is not a shareholder of and has no connection to the Uncle Nearest Entities.

50. 4FS has its own tax id number that is distinct from the tax id numbers of Uncle Nearest Entities.

51. 4FS has its own bank accounts and maintains its accounting functions and operations independent of any of the Uncle Nearest Entities. 4FS is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. 4FS has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. 4FS holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

52. 4FS has not transacted any business with the Uncle Nearest Entities and has neither transferred funds to, nor received funds from, the Uncle Nearest Entities. The Receiver has not requested any records from 4FS other than bank statements and all such requested records have been provided.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.



KEITH WEAVER

EXHIBIT A



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-387791-1
Event Name: TN Department of Environment & Conservation
Event Date: Monday, October 30, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Keith Weaver | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: keith.weaver@unclenearest.com |
| | Onsite Contact: Pat Marsh |

TN Department of Environment & Conservation

| Date | Time | Location | Function | # |
|-----------------|-----------------|------------------|----------|----|
| Mon, 10/30/2023 | 11:00am-12:30pm | Humble Baron Bar | Lunch | 25 |

| Mon, 10/30/2023 | Lunch - 11:00am - Humble Baron Bar | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Chef's Table Lunch Menu Package Price | 25 | \$20.00 | \$500.00 |
| Featuring | Roasted Butternut Squash Soup Kale + Apple Salad (Vegan, AVG) Red Quinoa, Cabbage, Cranberries, Picked Red Onions, Cider Vinaigrette Grilled Chicken Flatbread Sandwich Arugula, Tzatziki, Herb Roasted Tomatoes Steak Flatbread Sandwich Garlic + Pepper Crusted Short Rib, Horseradish Aioli, Red Onion, Tomato, Blue Cheese, Field Greens Gourmet Dessert Bar Assortment (V) | | | |

| | | | | |
|------------------|---|----|--------|---------|
| | Non-Alcoholic Refreshments Menu Package Price | 25 | \$3.00 | \$75.00 |
| Including | Soft Drinks Iced Tea Sweeteners, Lemons Water | | | |

Setup and Service Details

| | | | | |
|--------------------|---|--|--|--|
| Room Set-Up | Layout Notes: Food station set near the stage for service. Guests will sit at low dining tables in front of the stage. | | | |
| Serviceware | Disposable Service Plates, Utensils, Napkins | | | |

| CHARGES | | | | | |
|----------|----------|---------------------------|-----------------------|-----------|----------|
| | Charges | Service Charge (8.8 %) | Gratuuity (13.2 %) | Sales Tax | Total |
| Food | \$500.00 | \$44.00 | \$66.00 | \$53.04 | \$663.04 |
| Beverage | \$75.00 | \$6.60 | \$9.90 | \$7.96 | \$99.46 |
| Totals | \$575.00 | \$50.60 | \$75.90 | \$61.00 | \$762.50 |
| | | | Payments Received | | \$0.00 |
| | | | Balance Due | | \$762.50 |

| Payment Arrangements | |
|----------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
Humble Baron
3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-395340-1
Event Name: The National Alcohol Beverage Associates
Event Date: Monday, November 13, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Nancy Gregory | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: accounting@nearestgreendistillery.com |
| | Onsite Contact: m Keith Weaver |

The National Alcohol Beverage Associates

| Date | Time | Location | Function | # |
|-----------------|----------------|------------------------------|----------|---|
| Mon, 11/13/2023 | 12:00pm-1:00pm | Barrel House BBQ Dining Room | Lunch | 9 |

| Start Date | Start Time | Timeline Item | Description |
|------------|------------|------------------------|-------------------------------------|
| 11/13/2023 | 11:30am | Food & Beverage Set | Ready to go for any early arrivals. |
| 11/13/2023 | 1:00pm | Private Tour & Tasting | |

| Mon, 11/13/2023 | Lunch - 12:00pm - Barrel House BBQ Dining Room | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Signature Barrel House BBQ Package | | | |
| | Menu Package Price | 9 | \$35.00 | \$315.00 |
| Featuring | Smoked Pulled Pork Slider Buns Smoked Pulled Chicken Slider Buns Smoked Sausages | | | |
| Sides | Baked Beans (V) Mac + Cheese (V) Coleslaw (V, AVG) | | | |
| Dessert | Peach Cobbler (V) | | | |
| Beverages | Soft Drinks, Iced Tea, Water Sweeteners, Lemons | | | |

Setup and Service Details

| Room Set-Up | Layout Notes: | | | |
|--------------------|--|---|----------|----------|
| | Food station will be set along the wooden wall inside the space. | | | |
| Serviceware | Including China Plates, Flatware, Black Napkins, Cups | | | |
| Staff Fees | Service Personnel Staff to set-up, service and tear down after the event. | 1 | \$225.00 | \$225.00 |

| CHARGES | | | | | |
|----------|----------|---------------------------|----------------------|-------------------|----------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$299.25 | \$26.33 | \$39.50 | \$31.74 | \$396.82 |
| Beverage | \$15.75 | \$1.39 | \$2.08 | \$1.67 | \$20.89 |
| Set-Up | \$225.00 | \$0.00 | \$0.00 | \$0.00 | \$225.00 |
| Totals | \$540.00 | \$27.72 | \$41.58 | \$33.41 | \$642.71 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$642.71 |

| Payment Arrangements | |
|----------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-398750-1
Event Name: NGD: Monthly Staff Meeting
Event Date: Friday, December 8, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Sharon Queener | Mobile Phone: (615) 887-4240 |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: accounting@nearestgreendistillery.com |
| | Onsite Contact: m Keith Weaver |

NGD: Monthly Staff Meeting

| Date | Time | Location | Function | # |
|-----------------|----------------|----------------------|----------|----|
| Fri, 12/08/2023 | 12:00pm-1:00pm | Master Blender House | Lunch | 23 |

| Fri, 12/08/2023 | Lunch - 12:00pm - Master Blender House | Qty | Price | Total |
|------------------|---|-----|---------|----------|
| | Chef's Table Lunch Menu Package Price | 23 | \$22.00 | \$506.00 |
| Featuring | BLT Salad Chopped Romaine, Grape Tomatoes, Applewood Smoked Bacon, Cheddar Cheese, House-Made Croutons, Buttermilk Ranch Dressing Kale + Apple Salad (Vegan, AVG) Red Quinoa, Cabbage, Cranberries, Picked Red Onions, Cider Vinaigrette Grilled Chicken Flatbread Sandwich Arugula, Tzatziki, Herb Roasted Tomatoes Steak Flatbread Sandwich Garlic + Pepper Crusted Short Rib, Horseradish Aioli, Red Onion, Tomato, Blue Cheese, Field Greens House-Made Chips Gourmet Dessert Bar Assortment (V) | | | |

| | Non-Alcoholic Refreshments | Qty | Price | Total |
|------------------|----------------------------|-----|--------|---------|
| | Menu Package Price | 23 | \$3.00 | \$69.00 |
| Including | Soft Drinks Water | | | |

| | Setup and Service Details | Qty | Price | Total |
|--------------------|--|-----|----------|----------|
| Serviceware | Disposable Service Plates, Utensils, Napkins | | | |
| Staff Fees | Staff Fee Staff to set-up, service and tear down after event. | 1 | \$125.00 | \$125.00 |

| CHARGES | | | | | |
|----------|----------|---------------------------|----------------------|-------------------|----------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$506.00 | \$44.53 | \$66.79 | \$53.68 | \$671.00 |
| Beverage | \$69.00 | \$6.07 | \$9.11 | \$7.32 | \$91.50 |
| Set-Up | \$125.00 | \$0.00 | \$0.00 | \$0.00 | \$125.00 |
| Totals | \$700.00 | \$50.60 | \$75.90 | \$61.00 | \$887.50 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$887.50 |

| Payment Arrangements |
|----------------------|
| Direct Bill |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
Humble Baron
3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-439923-1

Event Name: Community Coalition Board Meeting

Event Date: Saturday, May 4, 2024

Salesperson: Sarah Nordby

Email: snordby@levyrestaurants.com

Phone:

Contact Information

| | |
|--|--|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Malcolm Darrell | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: malcolm.darrell@ng-d.com |
| | Onsite Contact: Keith Weaver |

Community Coalition Board Meeting

| Date | Time | Location | Function | # |
|-----------------|----------------|---------------|-----------------------------|----|
| Sat, 05/04/2024 | 9:30am-12:00pm | Dan Call Farm | Light Breakfast & Beverages | 27 |
| Sat, 05/04/2024 | 1:00pm-2:00pm | Dan Call Farm | Lunch | 27 |

| Start Date | Start Time | Timeline Item | Description |
|------------|------------|--|--|
| 05/04/2024 | 9:30am | Morning Catering Set Inside Farm House | |
| 05/04/2024 | 9:45am | Board Arrives | |
| 05/04/2024 | 10:00am | Board Meeting Begins | Meeting will take place in the Farm House. |
| 05/04/2024 | 12:00pm | DCF Tour | Original Water Source |
| 05/04/2024 | 12:45pm | Lunch Set | Inside the outdoor tent. |
| 05/04/2024 | 1:00pm | Lunch Begins | |
| 05/04/2024 | 2:00pm | Board Meeting Continues | Guests move back to the Farm House. |
| 05/04/2024 | 3:00pm | Depart for NGD | |

| Sat, 05/04/2024 | Light Breakfast & Beverages - 9:30am - Dan Call Farm | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Light Continental **VIP Presentation** Menu Package Price | 27 | \$25.00 | \$675.00 |
| Featuring | Assorted Muffins (V) Seasonal Fresh Fruit (Vegan, AVG) Smoked Salmon Display Capers, Herbed Cream Cheese, Bagels | | | |
| Beverages | Keurig Coffee & Hot Tea Service Starbucks K-Cups (Regular & Decaf), Hot Tea K-Cups, Assorted Sweeteners, Regular & Vanilla Creamer, Honey, Lemons | | | |

| | Non-Alcoholic Refreshments | | | |
|------------------|--|----|--------|----------|
| Including | Orange Juice Each **Individual bottles** | 12 | \$5.00 | \$60.00 |
| | Path Water Each (25) Placed on the board table at each place setting, extras available for guests on the station. | 36 | \$5.00 | \$180.00 |

| | | | | |
|--|---|----|--------|---------|
| | Non-Alcoholic Refreshments | | | |
| | <i>**Provide the board table bottles to Malcolm**</i> Sparkling Water Each | 12 | \$3.00 | \$36.00 |

| | | | | |
|--------------------------|---|---|----------|----------|
| | Setup and Service Details | | | |
| Room Set-Up | Layout Notes: Existing counter inside the Farm House utilized for food & beverage service. | | | |
| Service Equipment | Keurig Machine | 1 | \$150.00 | \$150.00 |
| Serviceware | Disposable Service Small Plates, Utensils, Napkins, Hot Cups & Lids | | | |
| Staff Fees | All Day Staff Fee Staff to set-up, service and tear down after event. <i>**Includes (2) hourly team members for 8 hours**</i> | 1 | \$352.00 | \$352.00 |

| Sat, 05/04/2024 | Lunch - 1:00pm - Dan Call Farm | Qty | Price | Total |
|----------------------|---|------------------------------|---------|----------|
| | Bento Box Lunches <i>**All meals packaged in bento boxes with name/menu cards on top**</i> Menu Package Price | 27 | \$32.00 | \$864.00 |
| Featuring | Turkey BLT Sandwich Each Turkey, Bacon, Lettuce, Tomato, Garlic Aioli Crispy Apple Kale Salad Love & Whiskey Pecan Cheesecake Napkin Rollup | 23 | | |
| Special Meals | <p style="text-align: center;">Luis</p> <p style="text-align: center;">Turkey BLT Sandwich Crispy Apple Kale Salad (no cheese) Fresh Seasonal Fruit Salad Napkin Rollup</p> <p style="text-align: center;">Mary</p> <p style="text-align: center;">Turkey BLT Sandwich (low carb bread) Crispy Apple Kale Salad Fresh Seasonal Fruit Salad Napkin Rollup</p> <p style="text-align: center;">Donna</p> <p style="text-align: center;">Turkey BLT Sandwich Crispy Kale Salad (no apple) Crudités with Hummus Napkin Rollup</p> <p style="text-align: center;">Chavonne</p> <p style="text-align: center;">Seared Salmon with Wilted Spinach Crispy Kale Salad (no apple) Crudités with Hummus Napkin Rollup</p> | 1 1 1 1 | | |

| | | | | |
|--------------------------|---|----|---------|----------|
| | Non-Alcoholic Refreshments | | | |
| Including | Lavender Lemonade per Gallon | 3 | \$55.00 | \$165.00 |
| | Cucumber Lime Infused Water Dispenser | 1 | \$35.00 | \$35.00 |
| | Coke Soft Drinks Each Coca-Cola, Diet Coke, Sprite | 12 | \$3.00 | \$36.00 |
| | Sparkling Water Each | 12 | \$3.00 | \$36.00 |
| Beverage Supplies | Fresh Ice Bucket with Scoop | 1 | | |

| Setup and Service Details | | | | |
|---------------------------|--|--|--|--|
| Lunch Set-Up | Layout Notes: Lunch will be served under a tent on the lawn outside the Farm House. Catering Tables: Malcolm has rented (2) 6' tables with linens to be utilized for the catering stations. | | | |
| Serviceware | Disposable Service Napkin Roll-Ups, Tossware Cups, Beverage Napkins | | | |

| CHARGES | | | | | |
|----------|------------|------------------------|--------------------|-------------------|------------|
| | Charges | Service Charge (8.8 %) | Gratuuity (13.2 %) | Sales Tax | Total |
| Food | \$1,039.50 | \$91.48 | \$137.21 | \$110.27 | \$1,378.46 |
| Beverage | \$615.50 | \$54.17 | \$81.24 | \$65.29 | \$816.20 |
| Set-Up | \$934.00 | \$51.22 | \$76.82 | \$61.74 | \$1,123.78 |
| Totals | \$2,589.00 | \$196.87 | \$295.27 | \$237.30 | \$3,318.44 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$3,318.44 |

| Payment Arrangements | |
|----------------------|--|
| | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.

CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-405872-1
Event Name: 2nd Annual Spirits on the Rise Summit
Event Date: Tuesday, April 16, 2024
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone:

Contact Information

| | |
|--|---|
| Company: Uncle Nearest | Work Phone: |
| Contact: Lauren Knowles | Mobile Phone: |
| Address: 3125 US-321 North Shelbyville, TN 37160 | Email: lauren.knowles@unclenearest.com |

2nd Annual Spirits on the Rise Summit

| Date | Time | Location | Function | # |
|-----------------|----------------|-------------------|-----------------|-----|
| Tue, 04/16/2024 | 8:00am-9:00am | Humble Baron Bar | Breakfast | 273 |
| Tue, 04/16/2024 | 8:00am-5:00pm | Humble Baron Bar | All Day Service | 273 |
| Tue, 04/16/2024 | 12:00pm-2:00pm | Humble Baron Bar | Lunch | 273 |
| Tue, 04/16/2024 | 5:00pm-8:00pm | Humble Baron Bar | Dinner | 273 |
| Tue, 04/16/2024 | 5:00pm-8:00pm | Humble Baron Lawn | Reception | 273 |

| Tue, 04/16/2024 | Breakfast - 8:00am - Humble Baron Bar | Qty | Price | Total |
|------------------|--|-----|---------|------------|
| | Breakfast - Continental Classic Menu Package Price | 273 | \$25.00 | \$6,825.00 |
| Featuring | Assortment of Muffins (V) Assortment of Bagels (V) Low-Fat Fruit Yogurts (V) Seasonal Fresh Fruit (V, AVG) Spreads Cream Cheese, Butter, Peanut Butter, Jam | | | |
| Beverages | Freshly Brewed Coffee Regular, Decaf, Creamer, Sweeteners Orange Juice Ice Water Dispensers | | | |

| | Setup and Service Details | | | |
|-------------------|--|---|----------|----------|
| Staff Fees | Catering Attendants Staff to set-up, service and tear down after event. | 6 | \$125.00 | \$750.00 |

| Tue, 04/16/2024 | All Day Service - 8:00am - Humble Baron Bar | Qty | Price | Total |
|----------------------|---|-----|---------|----------|
| | All Day Breaks | | | |
| Grab & Go | Whole Fruit (V2, AVG) per Dozen | 6 | \$20.00 | \$120.00 |
| | Granola Bars (V) per Dozen | 6 | \$25.00 | \$150.00 |
| | Individual Bags of Chips (V) per Dozen | 6 | \$40.00 | \$240.00 |
| | Individual Bags of Pretzels (V) per Dozen | 6 | \$30.00 | \$180.00 |

| Non-Alcoholic Refreshments | | | | |
|----------------------------|---|-----|---------|----------|
| Including | All beverages will be offered on a consumption basis. Final balance will be based on actual consumption. <i>**QTY listed is an estimate for planning purposes**</i> | | | |
| | Bottled Water Each | 150 | \$3.00 | \$450.00 |
| | Coke Soft Drinks Each | 100 | \$2.00 | \$200.00 |
| | Water Stations per Dispenser Ice Water Dispensers, Fresh Fruits, Vegetables & Herbs to mix in for an infused option. | 6 | \$25.00 | \$150.00 |

| Setup and Service Details | | | | |
|---------------------------|--|---|----------|----------|
| Staff Fees | Service Personnel To monitor the beverage / snacks stations throughout the day. | 1 | \$250.00 | \$250.00 |

| Tue, 04/16/2024 | Lunch - 12:00pm - Humble Baron Bar | Qty | Price | Total |
|--------------------------|--|-----|---------|------------|
| | Box Lunches Menu Package Price | 273 | \$15.00 | \$4,095.00 |
| Featuring | <i>**Boxes separated and identified by sandwich type**</i> Oven-Roasted Turkey Sandwich Each Cheddar Cheese, Lettuce, Tomato, Herb Aioli, Artisan Roll | 125 | | |
| | Smoked Ham Sandwich Each Swiss, Lettuce, Tomatoes, Whole-Grain Mustard, Artisan Roll | 125 | | |
| | Grilled Vegetable Wrap (V) Each Grilled Seasonal Vegetables, Roasted Garlic Hummus | 23 | | |
| Each Box Includes | Potato Salad (V, AVG) Chocolate Chip Cookie (V) Napkin & Fork | | | |

| Tue, 04/16/2024 | Dinner - 5:00pm - Humble Baron Bar | Qty | Price | Total |
|-------------------|---|-----|---------|-------------|
| | Chef's Table - Classic Dinner Menu Package Price | 273 | \$55.00 | \$15,015.00 |
| Entrées | Chef-Carved Smoked Ribeye (AVG) Horseradish Cream Sauce Wild Salmon (AVG) Chardonnay Butter Emulsion | | | |
| Hot Sides | Sautéed Haricot Verts (V2, AVG) Dill, Shallots, Tomatoes Goey Mac & Cheese (V) Fontina, Gruyere, Cheddar Cheese Salt Roasted Yukon Gold Potatoes (V, AVG) Garlic Butter, Scallion Sour Cream | | | |
| Cold Sides | Tomatoes, Mozzarella & Basil (V, AVG) Cold-Pressed Olive Oil, Balsamic Glaze, Maldon Flakes Grilled & Chilled Asparagus (V, AVG) Lemon Aioli, Peruvian Peppers, Shaved Parmesan | | | |
| Desserts | Salted Caramel Cake (V) Yellow Butter Cake, Caramel | | | |

| Hosted Bar Service | | | | |
|--------------------|---|-----|---------|------------|
| Includes | All beverages will be offered on a consumption basis. Final balance will be based on actual consumption. **QTY listed is an estimate for planning purposes - based on approximately 1 per guest, factoring in the Emerging Brands Fair outside** | | | |
| | Spirits - per drink <i>Price ranges from 13-15.00 per drink, based on final selection.</i> | 125 | \$15.00 | \$1,875.00 |
| | Signature Batched Cocktails - per drink | 50 | \$14.00 | \$700.00 |
| | Wine by the Glass - each Sparkling, Rose, White + Red Selections | 25 | \$13.00 | \$325.00 |
| | Draft Beer - each | 25 | \$7.00 | \$175.00 |
| | Bottled Beer - each | 25 | \$6.00 | \$150.00 |
| | Soft Drinks - each | 25 | \$2.00 | \$50.00 |
| | Bottled Water - each | 12 | \$2.25 | \$27.00 |

| Setup and Service Details | | | | |
|---------------------------|---|----|----------|------------|
| Staff Fees | Chef Attendant Staff to set-up, carve and tear down the carving station after the event. | 2 | \$125.00 | \$250.00 |
| | Bartender Fee Staff to set-up, service and tear down after the event. | 10 | \$150.00 | \$1,500.00 |
| | Service Personnel Staff to set-up, service and tear down after the event. | 8 | \$125.00 | \$1,000.00 |

| Tue, 04/16/2024 | Reception - 5:00pm - Humble Baron Lawn | Qty | Price | Total |
|------------------------------|---|-----|---------|------------|
| Reception Experiences | | | | |
| Featuring | Grazing Farm Table Charcuterie per Guest Assortment of Artisan Breads & Crackers, Local Selection of Sliced Meats, Cheeses, Dips & Spreads, Fresh Seasonal Fruits, Garden Fresh Vegetables, Marinated Olives, Assorted Mustards, Local Honey, Jam | 200 | \$18.00 | \$3,600.00 |

| Setup and Service Details | | | | |
|---------------------------|--|---|----------|----------|
| Staff Fees | Service Personnel Staff to set-up, service and tear down after the event. | 2 | \$125.00 | \$250.00 |

| CHARGES | | | | | |
|----------|-------------|------------------------|-------------------|-------------------|-------------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$29,542.50 | \$2,599.74 | \$3,899.61 | \$3,133.88 | \$39,175.73 |
| Beverage | \$4,784.50 | \$421.04 | \$631.55 | \$942.54 | \$6,779.63 |
| Set-Up | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 |
| Totals | \$38,327.00 | \$3,020.78 | \$4,531.16 | \$4,076.42 | \$49,955.36 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$49,955.36 |

| Payment Arrangements | |
|----------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ **Date:** _____

EXHIBIT B



Keith Weaver <keith.weaver@unclenearest.com>

Re: Humble Baron Catering and House Charges

Peter LaFemina <plafemina@nashwood.com>

Fri, Apr 12, 2024 at 12:20 PM

To: felicia.gallagher@unclenearest.com

Cc: Nancy Gregory <nancy.gregory@unclenearest.com>, Keith Weaver <keith.weaver@unclenearest.com>

Felicia:

I appreciate the thought and allow me to provide some background in response to your recommendation.

Humble Baron executed a Management Agreement with Levy, as Manager, that gives Manager the exclusive right to manage all F&B/retail operations at Humble Baron and Barrel House and to sell all F&B/retail items at those locations, including those items sold as catered services for offsite events (eg.-the distillery property). Gross receipts collected from F&B/retail sales belong to the Manager and Levy therefore is responsible for filing sales tax returns monthly under its business tax ID. Therefore, an affiliate relationship doesn't exist between NGD and Levy to treat the event billings as intercompany transactions.

Additionally, Levy is the employer and pays the HB/BHBBQ employees directly along with all other operating expenses incurred to operate the F&B/retail services. To the extent there is net positive cash available each month, Levy will remit that to HB after deducting its management fee. As Levy has been operating since the winter and into the early-Spring months, combined HB/BHBBQ operations have operated at a deficit during the soft season. That requires Levy to carry the working capital shortfall until it's reimbursed by HB/BHBBQ monthly. I see from Levy's ageing report that there is approximately \$100k in NGD catering and event invoices going back to November 2023 that have not been paid to Levy. That unfortunately means that Levy has to shoulder that working capital burden which it's not required to do under our contract.

I'm not aware of any NGD charges for services that are on HB's books that are unpaid, please let me know what you have on your books that you're referring to? If we're alluding to past cash transfers, then I think that's part of a larger discussion that we should engage in with Keith and I'm copying him here to keep him informed.

Thank you, Felicia, can you let me know when NGD can retire the outstanding receivables due to Levy?

With appreciation,
Peter

On Fri, Apr 12, 2024 at 8:56 AM <felicia.gallagher@unclenearest.com> wrote:

Peter.

There should be similar NGD charges on the HB books; so, we can discuss, but I think it is appropriate to treat these as intercompany payables/receivables between companies and reconcile monthly. With intercompany transactions, there is no actual cash that is exchanged.

Regards,

Felicia

Felicia Gallagher | SVP Finance & Planning | **Uncle Nearest, Inc.** | 3125 US-231 North | Shelbyville, TN 37160 |

C: 931.808.5378 | E: felicia.gallagher@unclenearest.com

Assistant: Delaney Still | Delaney.Still@unclenearest.com

From: Peter LaFemina <plafemina@nashwood.com>
Sent: Friday, April 5, 2024 5:59 PM
To: Felicia Gallagher <felicia.gallagher@unclenearest.com>; Nancy Gregory <nancy.gregory@unclenearest.com>
Subject: Fwd: Humble Baron Catering and House Charges

Just checking in to see if you have any questions or concerns with these UN/NGD charges due to Levy? Some of them stretch back to November, let me know what I can do to help expedite payment or facilitate any issues.

Thanks,

Peter

----- Forwarded message -----

From: Parfitt, Crystal <cparfitt@levyrestaurants.com>
Date: Fri, Apr 5, 2024 at 2:35 PM
Subject: Humble Baron Catering and House Charges
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>, Nordby, Sarah <snordby@levyrestaurants.com>, Felicia Gallagher <felicia.gallagher@unclenearest.com>, Peter LaFemina <plafemina@nashwood.com>, Rutberg, Angela <arutberg@levyrestaurants.com>

Good afternoon –

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

Please let me know and if you need assistance with payment details.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com

The logo for Levy Restaurants, featuring the word "Levy" in a red, cursive script font.

Cell: 615.202.6534

www.levyrestaurants.com

From: Parfitt, Crystal
Sent: Tuesday, March 19, 2024 4:27 PM
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@Levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>; Peter LaFemina <plafemina@nashwood.com>
Subject: RE: [Ext] Re: Humble Baron Catering and House Charges

Good afternoon –

I hope your week is off to a great start.

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

The following billing notes will support the external customer catering invoices:

- 11/01/23 – Young Professional Series Meeting
 - This was paid by check and deposited into the previous Humble Baron account
- 11/02/23 – TN Economic Development Lunch
 - The client pre-paid Ciara prior to Levy/Infor being in place.
- 11/07/23 – Shelbyville-Bedford Partnership Annual Meeting
 - Keith agreed to pay \$6,000 for this event.
 - The remaining \$2,087 was paid for by Shelbyville-Bedford Partnership by check and also deposited into the previous Humble Baron account.

Please let me know if you have any questions or if you would like to schedule a call to review.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com

The logo for Levy, featuring the word "Levy" in a red, cursive script font.

Cell: 615.202.6534

From: Parfitt, Crystal
Sent: Thursday, February 8, 2024 3:05 PM
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@Levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>
Subject: RE: [Ext] Re: Humble Baron Catering and House Charges

Sharon,

I am available at 615-202-6534 if you would like to pay with a credit card or if you have any questions.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com

The logo for Levy Restaurants, featuring the word "Levy" in a red, cursive script font.

Cell: 615.202.6534

www.levyrestaurants.com

From: Nancy Gregory <nancy.gregory@unclenearest.com>
Sent: Thursday, February 8, 2024 2:51 PM
To: Parfitt, Crystal <cparfitt@levyrestaurants.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>
Subject: [Ext] Re: Humble Baron Catering and House Charges

WARNING: This email originated from an external source and is potentially fraudulent. Do not click on links or attachments unless you are familiar with the sender.

Sharon

Please reconcile excel history. Thank you

On Thu, Feb 8, 2024 at 2:47 PM Parfitt, Crystal <cparfitt@levyrestaurants.com> wrote:

Good afternoon –

I hope you are having a great week.

Initial we thought it was the preference to include the House Charge AR on the profit sharing detail. After reviewing the balance sheet with Peter last week he would like us to bill back directly.

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

The following billing notes will support the external customer catering invoices:

- 11/01/23 – Young Professional Series Meeting
 - This was paid by check and deposited into the previous Humble Baron account
- 11/02/23 – TN Economic Development Lunch
 - The client pre-paid Ciara prior to Levy/Infor being in place.
- 11/07/23 – Shelbyville-Bedford Partnership Annual Meeting
 - Keith agreed to pay \$6,000 for this event.
 - The remaining \$2,087 was paid for by Shelbyville-Bedford Partnership by check and also deposited into the previous Humble Baron account.

Please let me know if you have any questions or if you would like to schedule a call to review.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com



Cell: 615.202.6534

www.levyrestaurants.com

--

Nancy Gregory

Controller

Uncle Nearest, Inc.

Nearest Green Distillery

3125 Hwy 231 N.

Shelbyville, TN 37160

C: 615.509.2527

nancy.gregory@unclenearest.com

EXHIBIT C

Uncle Nearest, Inc. - 001 (Consolidated)
A/P Summary
As of December 31, 2025

| Vendor | Total Open Balance |
|--|-------------------------------|
| 3 Tier Compliance | \$3,750.00 |
| 360 Marketing & Events | \$3,000.00 |
| 5475 Days LLC | \$1,000.00 |
| 580 Graphics | \$4,674.24 |
| 90 Proof, LLC | \$5,000.00 |
| Accuxel CPA | \$31,000.00 |
| Adams & Reese LLP | \$3,886.56 |
| Adenus Technologies LLC | \$576.20 |
| Advanced Spirits, LLC | \$595,350.35 |
| Affinity Technology Partners | \$229,210.47 |
| AG&E Associates | \$6,000.00 |
| Agency 21 Consulting LLC | \$38,000.00 |
| ALAIN VINY Ramp | \$260.88 |
| Alchemy Merch | \$4,500.00 |
| Alicia Cole | \$3,100.00 |
| All Star Fire Protection, Inc. | \$6,362.00 |
| Altura Leadership Consulting group | \$30,000.00 |
| American Marketing & Publishing, LLC | \$2,030.38 |
| Another Round Another Rally | \$10,000.00 |
| Aquapoint.3 LLC | \$100.53 |
| Arlington Capital Advisors | \$17,900.11 |
| Arrow Utility Resources, LLC | \$40,500.00 |
| AT&T | \$3,962.87 |
| AT&T - Fawn Weaver | \$3,735.38 |
| Athens Distributing Co of Nashville | \$2,575.05 |
| Austin Gray Design Group - AGDG | \$2,120.00 |
| Auto-Chlor System | \$3,187.69 |
| Avid Marketing Group | \$60,021.19 |
| Axper USA Inc. | \$14,140.00 |
| Badger Liquor | \$2,651.32 |
| BCI Buckeye Corrugated | \$18,501.24 |
| BCUD 0049-04100-004 | \$20.58 |
| Beaver Engineering, Inc. | \$137,435.28 |
| Bedford County Property Taxes | \$324,172.00 |
| Bedford County Utility District | \$3,622.23 |
| Belcher Sykes Harrington, PLLC | \$26,323.82 |
| Belmark Inc | \$45,592.00 |
| Benchmark Beverage | \$8.48 |
| Berkshire Hathaway Homestate Co (National Indemnity) | \$7,521.83 |
| Berlin Packaging, LLC | \$310,537.26 |
| Better Business Solutions | \$387.82 |
| Billups, LLC | \$286,258.19 |
| Black Sheep LLC- Jon Santer | \$1,500.00 |

| | |
|---|--------------|
| BLC Communications, LLC | \$67,084.50 |
| Blue Kangaroo Design LTD | \$4,322.99 |
| Blue Label Packaging Co | \$341,041.63 |
| BME Services LLC | \$110,132.36 |
| Boelter | \$29,962.72 |
| Brandon Wright | \$487.12 |
| Brewing & Distilling Analytical Services, LLC | \$3,361.12 |
| Butler Snow LLP | \$26,026.00 |
| Cabinet Lex & G | \$240.00 |
| Cape Cod & Islands Appraisal Group LLP | \$1,500.00 |
| Carlson Insurance Group LLC-AFCO | \$35,128.08 |
| Cass Services, LLC | \$10,422.00 |
| Catalyst Design Group | \$3,600.00 |
| Center Stage Merchandising | \$7,627.12 |
| Charles Ann Enterprises Inc. DBA Units of Nashville | \$266.26 |
| Charrise Gordon | \$3,265.00 |
| Chris Cabrera Culture | \$1,500.00 |
| Cincinnati Insurance | \$41,092.00 |
| Cincy Black Travel | \$2,250.00 |
| Clark's Garage Door Company | \$95.00 |
| Clear Channel Outdoor | \$271,821.21 |
| COLLIGNON SEBASTIEN | \$1,746.19 |
| Comcast/Effectv | \$255.00 |
| Conceptual Concrete Design LLC | \$7,200.00 |
| Concur Technologies, Inc | \$4,316.32 |
| Contemporary Media, Inc. | \$500.00 |
| Conversant | \$415,165.09 |
| CORE (Children of Restaurant Employees) | \$2,500.00 |
| Core Bar Consulting, LLC | \$1,500.00 |
| Corkcicle | \$5,168.77 |
| Cursive Solutions, Inc. | \$108,191.84 |
| Daisy's Po'Boy & Tavern | \$2,000.00 |
| Dash Funding Source | \$0.00 |
| Datasite | \$5,196.38 |
| David Neeley | \$442.00 |
| DC Arena LP DBA Monumental Sports and Entertainment | \$72,222.50 |
| DE LAGE LANDEN FINANCIAL SERVICES, INC | \$11,954.30 |
| Deluxe | \$193,077.40 |
| Deluxe- 20UNCNEA | \$859,695.49 |
| Distilled Resources, Inc. | \$136,594.05 |
| Distilled Spirits Council of the United States | \$30,000.00 |
| Dragon Spirits Marketing, Inc. | \$30,189.32 |
| DTALS Incorporated | \$2,763.50 |
| Duck River Electric Membership Corp. -3002 | \$11,039.54 |
| DWR Enterprises | \$2,550.00 |
| Ecolab Pest Elimination | \$23,514.36 |
| Edgartown Water Department | \$444.03 |
| Elaborate Images | \$144.99 |
| Eli Brown | \$10,000.00 |
| Elyse V Ruinn | \$500.00 |

| | |
|---|----------------|
| Epic Packaging Group | \$39,822.84 |
| Epsilon Lambda Charitable Foundation | \$2,500.00 |
| Equiano Rum | \$842,829.74 |
| ESP Fire Protection, LLC | \$1,304.00 |
| Eversource | \$1,923.42 |
| Exchange Media Group, Inc | \$12,024.00 |
| Farryn Burkham of Augusta Media | \$20,000.00 |
| FedEx | \$38.19 |
| Ferris Associates Limited | \$0.00 |
| Firebirds International, LLC | \$2,500.00 |
| Fogel & Potamianos, LLP | \$9,153.00 |
| Ford | \$1,677.99 |
| Forklift Systems Inc. | \$607.98 |
| Franklin Chamber of Commerce | \$5,000.00 |
| Franklin County Chamber Champion | \$5,200.00 |
| Freshworks | \$2,646.00 |
| FT Publications Inc | \$8,333.00 |
| Gan Assurance | \$7,872.90 |
| Genesis Global Recruiting Inc. | \$1,418,759.53 |
| Genesis Global Workforce Solutions | \$0.00 |
| Goo Goo Cluster | \$3,728.16 |
| Goodland Supply | \$0.00 |
| GooGoo Cluster | \$3,728.16 |
| Gotham Insurance | \$0.00 |
| Gradus Inc. LLC - DBA Mickey's Popcorn | \$884.64 |
| GREENBERG TRAUIG LLP | \$3,807.50 |
| Growth Ledge Agency | \$3,162.50 |
| Gunderson Dettmer | \$268,739.00 |
| Herald A | \$8,170.92 |
| Herring Technology | \$85,657.00 |
| Himmels Architectural Door and Hardware | \$5,196.26 |
| Hire Dragons | \$18,642.78 |
| HNB-Huntington Bank | \$4,726.18 |
| Hopkins Farms Broadcasting, Inc. | \$250.00 |
| Howard University | \$0.00 |
| Hudson Group (HG) Retail LLC | \$13,000.00 |
| Hue & Cry Limited | \$8,416.47 |
| Humble Baron | \$14,037.87 |
| Huntington | \$1,125.28 |
| Huntingtown Auto Spa | \$112.53 |
| Hyatt | \$900.00 |
| iGo Marketing & Entertainment | \$13,333.33 |
| iHeartMedia, Inc | \$117,799.84 |
| Imbibe Media, Inc. | \$42,105.00 |
| Incorporating Services, Ltd | \$16,461.32 |
| Industrial Logistics Group | \$1,975.00 |
| Ingram Content Group | \$22,535.10 |
| Intelligent Office of Nashville | \$4,244.80 |
| Irell & Manella LLP | \$57,194.09 |
| Isabelle Couprie | \$47,010.60 |

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| IST Services & Communications | \$6,468.80 |
| ITNOLAP Pallet & Crafting, Inc. | \$1,357.00 |
| Ivy Mix | \$1,500.00 |
| Jack From Brooklyn- Deficit Funding | \$46,627.01 |
| Jazmin Gardner | \$1,316.25 |
| Johnson Brothers Maverick | \$19.96 |
| Johnson University | \$6,922.00 |
| Jonas Velarde | \$517.50 |
| Jones Distribution | \$6,453.04 |
| Journey For Good Foundation | \$12,250.00 |
| JPM Chase | \$1,731.34 |
| JT Disposal | \$68.00 |
| JumpCrew LLC | \$4,000.00 |
| Kacs Marketing | \$20,000.00 |
| Kate Gerwin | \$1,500.00 |
| Katsky Korins LLP | \$30,468.00 |
| Kentfield Marketing Group, LLC | \$407.44 |
| Koorsen Fire & Security | \$5,500.00 |
| KPMG | \$26,845.00 |
| Lakeway Publishers | \$2.00 |
| Lamar Companies | \$44,531.25 |
| Landreau Agro | \$19,645.22 |
| Launi King | \$39,937.50 |
| Lease Direct | \$318.10 |
| Lee Company | \$10,428.11 |
| Levi Gotsman | \$1,160.10 |
| Levy / Humble Baron, Inc. | \$26,056.97 |
| Life University | \$10,710.00 |
| Liquor Bottle Packaging International, LLC | \$30,147.83 |
| LocaliQ | \$9,821.95 |
| LocaliQ USA Today Network - acct 1142698 | \$24,178.60 |
| Logo Brands | \$6,233.86 |
| Logo Brands - Retail | \$15,845.89 |
| Lohr Distributing Co-Stl City | \$7.67 |
| Loomis Armored US, LLC | \$8,393.82 |
| Louisville Seventh 3PL | \$1,086.00 |
| Lush Tastings LLC | \$3,500.00 |
| Lymion Group Inc DBA Overproof | \$20,430.00 |
| Main Street Murfreesboro | \$3,000.00 |
| Mandlik & Rhodes | \$1,233.75 |
| Maplebear Inc. DBA Instacart | \$20,612.21 |
| Marabou, Inc F/S/O Jeffrey Wright | \$600,000.00 |
| Marshall's Haute Sauce | \$1,100.00 |
| MarkeTeam, Inc | \$2,600.00 |
| Martignetti | \$134.00 |
| Mary Gonzales Ramp | \$1,299.00 |
| Matanguy SAS | \$77,496.98 |
| Matthew Herman | \$12,000.00 |
| MCC Magazines, LLC | \$3,500.00 |
| Melcher Media | \$50,733.45 |

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| Melisa Morales Velazquez | \$312.00 |
| Mercedes Auto Payment | \$1,306.48 |
| Mercury Design Studio | \$17,500.00 |
| Metro Lynchburg | \$29.17 |
| Metropolitan Moore Co Utility | \$74.29 |
| Michael George | \$10,000.00 |
| Mickey's Popcorn | \$884.64 |
| Midwest Promotional Models Inc | \$4,344.19 |
| Milano Promotional Services, Inc | \$554.29 |
| Miller Barondess, LLP | \$91,529.13 |
| Minuteman Press | \$121.74 |
| Monalto Corporate Events, Inc. | \$1,207,126.30 |
| Mora Chagoya | \$459.50 |
| Morgan, Lewis & Bockius LLP | \$287,999.92 |
| Movie Prod | \$2,619.45 |
| Mustard Seed Restaurant 2 LLC dba Daisy's Po'Boy & Tave | \$2,000.00 |
| Myers Concert Productions | \$500.00 |
| Nashville Communications | \$13,252.35 |
| Nashwood | \$50,000.00 |
| National Museum of African American Music | \$5,000.00 |
| Nationwide Distribution Services, Inc | \$41,021.87 |
| Newpoint Advisors Corp. | \$28,437.58 |
| Nicholas A Sensley | \$21,049.00 |
| Nicole Rush | \$7,500.00 |
| Ninety Proof Media | \$5,000.00 |
| North Mill Equipment Finance | \$1,004.29 |
| Northstar Spirits | \$173.68 |
| Nuso, LLC | \$6,450.86 |
| Oakdale Golf & Country Club | \$2,600.00 |
| Oasis W & S, LLC | \$43.62 |
| Odom NW Beverages | \$114.92 |
| Omar Seneriz | \$2,300.00 |
| Optima Program | \$2,234.00 |
| Oracle America Inc | \$581,000.33 |
| Oracle Netsuite | \$3,832.25 |
| OS3D Visualization & Design INC | \$9,500.00 |
| Otis and Rosie Brown Foundation, Inc | \$500.00 |
| Owner: Square One / Remit To: Industrial Logistics Group LI | \$1,975.00 |
| Pacers Basketball LLC | \$16,068.00 |
| Packaging Corporation of America | \$59,841.66 |
| Patrick Henry Creative Promotions | \$1,500.00 |
| PayBev LLC | \$13,880.00 |
| Paypal | \$1,822.20 |
| Pendleton Group LLC | \$2,000.00 |
| Pj's Hvac and Repair | \$3,346.00 |
| PKF Arsilon | \$1,334.04 |
| PLCS Premier Luxury Car Service | \$2,068.85 |
| Pollinate Inc. | \$660,706.96 |
| Poppy & Peep -Retail | \$5,700.00 |
| Possessed by Spirits Inc | \$1,500.00 |

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| Prashant Dongare | \$3,870.58 |
| Pratt Corrugated Holdings, Inc | \$277,691.10 |
| Pride Home Solutions | \$17,287.51 |
| Procopio, Cory, Hargreaves & S | \$145,338.68 |
| Progress Wine Group- FL | \$126.24 |
| Provi | \$0.01 |
| Pye Barker Fire & Safety | \$6,362.00 |
| Questex LLC | \$41,510.96 |
| R&S Flooring LLC | \$2,500.00 |
| Randstad | \$91,269.55 |
| Ranger Station | \$525.24 |
| Republic National Distributing Company | \$22.82 |
| ReserveBar Holdings Corp | \$7,800.00 |
| RNDC, Montgomery, AL | \$89.82 |
| RNDC-NWS, LLC (formerly NWS) | \$36.20 |
| Rose Construction | \$3,400.11 |
| Roy & Associates CPA P.C. | \$1,500.00 |
| Rusken Packaging | \$8,874.25 |
| Rutherford County Chamber of Commerce | \$10,000.00 |
| S.A.S. Domaine D'Anatole | \$110.17 |
| Salary.com LLC | \$15,999.00 |
| San Diego Spirits Festival | \$16,560.00 |
| Sarah d Sousa | \$12,000.00 |
| Sarl eta Pierra Baudin | \$27,965.12 |
| Savariau | \$3,697.89 |
| Scorp Promo, Inc. | \$10,803.28 |
| Sean Carr | \$675.00 |
| Selas FTPA | \$2,840.24 |
| SevenFifty | \$800.00 |
| Shared Spirits, LLC. | \$10,225.00 |
| Shedd Aquarium | \$5,000.00 |
| Shelbyville Grand | \$13,000.00 |
| Shelbyville Lions Club | \$650.00 |
| Shelbyville-Bedford Partnership | \$20,000.00 |
| Sheralyn Bradley | \$3,712.74 |
| Sigma Supply of North America | \$4,597.23 |
| Signet | \$1,977.00 |
| Slicker Beverage Insights | \$58,704.97 |
| Social Coast Mobile Beverage Co. | \$19,851.00 |
| Southern Smoke Foundation | \$2,500.00 |
| Spector | \$797.46 |
| Speed Rack Inc | \$48,000.00 |
| SpeedPro | \$75.00 |
| Spirits Bartending Service LLC | \$3,712.74 |
| SquareWorks Consulting | \$15,518.00 |
| State of Tennessee Elevator Unit | \$90.00 |
| Steven Aturo | \$3,575.54 |
| Straight Up Collective, LLC | \$19,400.00 |
| Stratus of Nashville | \$1,125.00 |
| SUCO | \$2,250.00 |

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| Sunbelt Rentals | \$437.22 |
| Susan A Davidson | \$740.00 |
| Sysco | \$7,355.06 |
| System Scales Corp - Construction | \$1,239.00 |
| T2D Concepts LLC | \$2,000.00 |
| Tanisha Gaines | \$120.00 |
| Taylor Wessing | \$6,670.49 |
| Tennessee Department of Revenue - F&E Tax | \$66,012.93 |
| Tennessee Distilling Group | \$107,128.00 |
| Tennessee Logos, LLC | \$1,373.00 |
| Terracon Consultants, Inc | \$130,617.88 |
| Terrell Maddox | \$9,539.07 |
| The Brand Guild | \$246,296.81 |
| The Celebration | \$90,000.00 |
| The Cincinnati Insurance Companies | \$65,379.00 |
| The Express | \$274.38 |
| The Formulation Group | \$17,000.00 |
| The Keystone Group LLC | \$13,084.00 |
| The Mather Group, LLC | \$30,000.00 |
| The Monroe Companies, LLC | \$3,000.00 |
| The Only IMPACT Magazine LLC | \$1,000.00 |
| The UPS Store | \$4,499.32 |
| Thompson Burton PLLC | \$32,345.71 |
| Thoroughbred Spirits Group, LLC | \$29,915.84 |
| Thousand Oaks Barrel Co. | \$3,417.95 |
| Threds Inc | \$1,061.42 |
| ThreeStone Solutions LLC | \$10,425.00 |
| Tiffanie Barriere | \$1,500.00 |
| Tim Wiencek | \$2,800.00 |
| TN Dept of Environment & Conservation | \$1,974.83 |
| TN Dept of Revenue | \$8,029.69 |
| TN Labor & Workforce Development | \$150.95 |
| Tom Attwater Media | \$1,928.00 |
| Top Shelf Promotions, Inc. | \$11,747.48 |
| Total Quality Logistics | \$13,342.26 |
| Town of Edgartown | \$9,405.68 |
| TQL | \$11,325.46 |
| Tri Star Outdoors | \$300.00 |
| Tricorbraun Inc | \$423,025.99 |
| Triple Seat Software | \$528.06 |
| Troutman Pepper Locke LLP | \$116,066.50 |
| True North Consulting, LLC | \$170,750.00 |
| Uline | \$7,296.33 |
| UN/Empire | \$262,186.38 |
| Unifirst Coporation | \$3,246.30 |
| Unishippers | \$311.41 |
| United States Bartenders' Guild Inc. | \$1,500.00 |
| Upworks | \$17,262.67 |
| US Event Management | \$2,172.34 |
| US Standard Products Corp | \$1,560.90 |

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| VentraOps | \$199,120.00 |
| Verizon Business | \$7,814.12 |
| Vermont Information Processing, Inc, | \$13,993.22 |
| Villela CPA PLLC | \$15,000.00 |
| Virginia Tech University | \$20,273.50 |
| Vokent LLC | \$1,828.82 |
| Wedland Group | \$289,308.20 |
| Whistle Pig Rye | \$30,713.05 |
| WhistlePig, LLC | \$31,805.35 |
| White Door Events | \$1,168.98 |
| Willscot - Mobile Mini | \$16,031.47 |
| Wine Warehouse - | \$1,134.12 |
| Zimcal Asset Managment | \$0.00 |
| Zucconi Idea Agency Inc | \$3,500.00 |
| Unidentified Vendor | \$3,878,143.43 |
| TOTAL: | <u>\$20,143,518.23</u> |

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

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|-------------------------------|---|-------------------------|
| FARM CREDIT MID-AMERICA, PCA, |) | |
| |) | |
| Plaintiff, |) | Case No. 4:25-cv-38 |
| |) | |
| v. |) | Judge Atchley |
| |) | |
| UNCLE NEAREST, INC., et al., |) | Magistrate Judge Steger |
| |) | |
| Defendants. |) | |
| |) | |

**SUPPLEMENTAL BRIEF OF QUILL & CASK OWNER, LLC TO MOTION
FOR CLARIFICATION OF RECEIVERSHIP ORDER AND STATEMENT OF FARM
CREDIT**

Quill & Cask Owner, LLC (“Q&C”), by and through its undersigned counsel, provides this supplemental brief with regard to the *Receiver’s Motion for Clarification of Receivership Order* (the “Motion to Clarify”)¹ and the *Statement of Farm Credit Mid-America, PCA in Support of Motion for Clarification of Receivership Order* (the “Farm Credit Statement”),² through which the Receiver and Farm Credit (collectively, the “Movants”) seek to divest Q&C, and its board and shareholder, of their control of the company and place the company and its assets into receivership. In support of this Brief, Q&C incorporates the Declaration of Keith Weaver (the “Keith Weaver Declaration”), which is attached as **Exhibit 1**, and asserts and alleges as follows:

BACKGROUND

1. On October 21, 2025, Q&C filed its initial response to the Motion to Clarify and the Farm Credit Statement. This Supplemental Brief provides the underlying documentation of

¹ Dkt. 41.

² Dkt. 44.

the transactions involving Q&C and Uncle Nearest, a description of the business purposes behind those transactions, and proof of no commingling of the finances of Uncle Nearest and Q&C. Further, this Supplemental Brief provides documentation as to the adherence to corporate formalities by Q&C which demonstrates that Q&C and Uncle Nearest are not alter egos.

2. Q&C is a Tennessee limited liability company that was formed on July 25, 2024.³ Keith Weaver is the sole member of Q&C.⁴ Q&C has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).⁵

3. The company’s business purpose is to purchase, hold and sell assets for profit, including real estate, bulk whiskey, and other assets.⁶ It has no connection to Uncle Nearest other than having made an equity investment in Uncle Nearest, Inc., as detailed below.⁷

4. Q&C has its own bank accounts and maintains its own accounting functions and operations independent of any of the Uncle Nearest entities.⁸ Q&C is not, and has never been, liable for the alleged debts of the Uncle Nearest entities to Farm Credit.⁹ Q&C has not pledged any assets to secure the debts of the Uncle Nearest entities to any creditor, including Farm Credit.¹⁰ Q&C holds no property that is an asset of any of the Uncle Nearest entities or of the Receivership Estate.¹¹

³ Exhibit 1, ¶ 40.

⁴ Exhibit 1, ¶ 40.

⁵ Exhibit 1, ¶ 41.

⁶ Exhibit 1, ¶ 41.

⁷ Exhibit 1, ¶ 42.

⁸ Exhibit 1, ¶ 42.

⁹ Exhibit 1, ¶ 42.

¹⁰ Exhibit 1, ¶ 42.

¹¹ Exhibit 1, ¶ 42.

5. The Receiver’s Motion to Clarify incorrectly indicates that Q&C is owned by Fawn and Keith Weaver. However, it is and always has been owned 100% by Keith Weaver.¹² The Receiver further states that “[Q&C] has contributed capital to Uncle Nearest from time to time, and has purchased barrels of spirits from Uncle Nearest.”¹³

6. Farm Credit’s Statement references a purchase of barreled whiskey by Q&C from Uncle Nearest reflected in an unsigned Purchase and Sale Agreement (the “PSA”) that was provided to Farm Credit in April 2024 referencing a potential sale of barrels to “Q and Cask.”¹⁴ Farm Credit then proceeds to assert that it was not aware that the buyer under the PSA was affiliated with the Weavers and Uncle Nearest.¹⁵ In fact, in April 2024, Q&C had not yet been formed and the proposed PSA merely referenced “Q and Cask” as an entity to be formed.¹⁶ Furthermore, the PSA was never finalized and the sale transaction contemplated by it never occurred.¹⁷

7. In any event, Q&C is not an affiliate of Uncle Nearest, so the implication that Farm Credit was misled is false. Under section 101(2) of the Bankruptcy Code the term “affiliate” is defined as follows:

(2) The term “affiliate” means—

(A) entity that directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of the debtor, other than an entity that holds such securities—

(i) in a fiduciary or agency capacity without sole discretionary power to vote such securities; or

¹² Exhibit 1, ¶ 40.

¹³ Dkt. No. 41 at 3.

¹⁴ Dkt. No. 44 at 5-6.

¹⁵ *Id.*

¹⁶ Exhibit 1, ¶ 43.

¹⁷ Exhibit 1, ¶ 43.

(ii) solely to secure a debt, if such entity has not in fact exercised such power to vote;

(B) corporation 20 percent or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the debtor, or by an entity that directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of the debtor, other than an entity that holds such securities—

(i) in a fiduciary or agency capacity without sole discretionary power to vote such securities; or

(ii) solely to secure a debt, if such entity has not in fact exercised such power to vote;

(C) person whose business is operated under a lease or operating agreement by a debtor, or person substantially all of whose property is operated under an operating agreement with the debtor; or

(D) entity that operates the business or substantially all of the property of the debtor under a lease or operating agreement.¹⁸

8. On December 27, 2024, Q&C transferred \$584,000 to Uncle Nearest as an equity investment in Uncle Nearest, Inc.¹⁹ On January 30, 2025, Q&C transferred an additional \$275,000 as an equity investment in Uncle Nearest, Inc.²⁰ Those are the only two transactions involving Q&C and any of the Uncle Nearest Entities.²¹ Each of the transactions had a valid business purpose.²² While Q&C has an equity interest as a result of those transactions, Q&C does not own 20% or more of the voting stock of any of the Uncle Nearest companies and none of the Uncle Nearest companies own 20% or more of the voting stock of Q&C.²³ Furthermore, Keith Weaver, who is the sole-owner of Q&C, does not own or control more than 20% of the voting stock of any of the Uncle Nearest entities.²⁴ Thus, Q&C is clearly not an affiliate of Uncle Nearest.

¹⁸ 11 U.S.C. § 101(2).

¹⁹ Exhibit 1, ¶ 44.

²⁰ Exhibit 1, ¶ 44.

²¹ Exhibit 1, ¶ 44.

²² Exhibit 1, ¶ 44.

²³ Exhibit 1, ¶ 44.

²⁴ Exhibit 1, ¶ 44.

9. In the absence of any evidence that could be deemed to satisfy any of the standards for instituting a receivership, expanding a receivership or piercing the corporate veil, there is simply no legal or factual basis to conclude that the receivership should be expanded to include Q&C or any of its assets. Furthermore, placing this entity in receivership and saddling the company with the expenses of the Receiver and his multitude of professionals would cause a significant increase in expenses for the company and the negative publicity that would impact its business and investments. Further, such action would ultimately not benefit the receivership estate at all because there is no proof that would support a finding of alter ego status in any final judgment. Thus, the known actual harm to the company of placing it in receivership would significantly outweigh any prospective unknown, likely unrealizable, potential benefit to the receivership.

10. In the Receiver's Declaration, the Receiver erroneously aggregates transactions between the Non-Parties, between the Non-Parties or Receivership Entities with "Unknown Accounts," and between the Non-Parties and the Receivership Entities, and concludes that the volume of such transactions is, itself, evidence of commingling. First, his argument that transactions between Non-Parties, which do not involve the Receivership Entities, is somehow evidence of commingling with the Receivership Entities completely defies logic. Likewise, his argument that transactions between the Non-Parties or Receivership Entities with "Unknown Accounts" are evidence of commingling between the Non-Parties and the Receivership Entities is hard to even comprehend. His inability to identify the "Unknown Accounts" is simply evidence that he has not done even a basic amount of due diligence on this matter and nothing more. Finally, his assertion that the quantity of transactions between the Non-Parties and the Receivership Entities is evidence of commingling without reference to the specifics of the particular transactions

and without any evidence of a lack of legitimate business purpose to each such transaction is invalid. The simple fact that a transaction or transactions occurred is not evidence of commingling in the absence of proof that the transactions lacked a legitimate business purpose for each entity involved in the transaction.

11. To the extent that the Receiver bases his argument on his need for further information about transactions, the Receiver has not demonstrated that placing Q&C in receivership is the least intrusive way to get that information. The Receiver has not requested any information from Q&C other than the bank records, all of which have been provided.²⁵ The Receiver has not asserted or alleged that he has requested any information from Q&C that has not been provided. Consequently, the Receiver hasn't even taken the first most basic step to obtain information regarding transactions between Q&C and the Receivership Entities, much less sought to subpoena documents or depose relevant individuals regarding such transactions. Clearly, less intrusive measures than receivership are available to obtain information relating to the transactions. Consequently, placing Q&C in receivership is unwarranted and inappropriate.

12. The Receiver has not identified any specific property held by Q&C that is property of the Receivership Estate. In fact, neither Q&C nor any of its assets is property of the Receivership Estate.²⁶

²⁵ Exhibit 1, ¶ 39.

²⁶ Exhibit 1, ¶ 39.

ARGUMENT

13. In this diversity action, the law of Tennessee is applicable.²⁷ The Movants seeking to include Q&C in the receivership have the burden of proving entitlement to that relief.²⁸

14. As the Court noted in its September 30 Order, “[c]ourts have broad power and wide discretion to oversee the administration of a receivership.”²⁹ Further, the Court has the power to expand a receivership where the expansion is necessary to effectively safeguard assets of the receivership.³⁰ It is noteworthy that the vast majority of federal cases dealing with federal equity receiverships arise in securities fraud cases instituted by the SEC or other consumer fraud contexts. In the context of diversity jurisdiction, the courts have found that “[a] receiver is an extraordinary equitable remedy that is only justified in extreme situations.”³¹

15. The cases addressing this issue indicate that expansion of a receivership estate should be done only “with utmost caution and justified only where there is a necessity to protect a party’s interest in property, legal and less drastic equitable remedies are inadequate, and the benefits of receivership outweigh the burdens on the affected parties.”³² Where the requested expansion of a receivership is to bring in another company based on the doctrine of alter ego, the

²⁷ “Federal diversity jurisdiction provides an alternative forum for the adjudication of state-created rights, but it does not carry with it generation of rules of substantive law.” *Gasperini v. Ctr. for Humans., Inc.*, 518 U.S. 415, 426-27, 116 S. Ct. 2211, 135 L. Ed. 2d 659 (1996). “Under the Erie doctrine, federal courts sitting in diversity apply state substantive law and federal procedural law.” *Id.* at 427; *see also Kepley v. Lanz*, 715 F.3d 969, 972 (6th Cir. 2013) (“In diversity cases, a federal court must rely upon the substantive law of the forum state.”).

²⁸ *See Taylor Steel, Inc. v. Keeton*, 417 F.3d 598, 607 (6th Cir. 2005)(holding that party seeking to pierce corporate veil bears the burden of proof); *Oceanics Schools, Inc. v. Barbour*, 112 S.W.3d 135, 140 (Tenn. Ct. App. 2003)(“The party wishing to pierce the corporate veil has the burden of presenting facts demonstrating that it is entitled to this equitable relief.”)(citing *Schlater v. Haynie*, 833 S.W.2d 919, 925 (Tenn. Ct. App. 1991)).

²⁹ *Consumer Fin. Prot. v. Strafs, LLC*, No. 24-CV-40-EAW-MJR, 2025 U.S. Dist. LEXIS 98061, at *28 (W.D.N.Y. May 22, 2025)

³⁰ *See id.*

³¹ *See, e.g., Rochester MSA Bldg. Co. v. UMB Bank, N.A.*, 2022 U.S. Dist. LEXIS 6184, at *17 (D. Minn. 2022)(quoting *Aviation Supply Corp. v. R.S.B.I. Aerospace, Inc.*, 999 F.2d 314, 316 (8th Cir. 1993)).

³² *CCUR Aviation Fin., LLC v. S. Aviation, Inc.*, No. 21-cv-60462-BLOOM/Valle, 2021 U.S. Dist. LEXIS 83769, *5 (S.D. Fla. May 3, 2021)(quoting *SEC v. Complete Bus. Sols. Grp.*, 2020 U.S. Dist. LEXIS 253062, at *2 (D, Nev. 1985)).

Court “must find that the party was an actor in the course of conduct constituting the abuse of corporate privilege – . . . [the court] may not apply the doctrine to prejudice an innocent third party.”³³

16. In analyzing the viability, or lack thereof, of the alter ego claims, in addition to applying federal law factors, the Court should also look to applicable state law requirements relating to alter ego.³⁴ Since the instant case is based on diversity jurisdiction, not federal question jurisdiction, and the claim at issue here is a simple breach of contract claim, not a securities fraud claim, the Court should look to state law in determining the alter ego question. Furthermore, since the receivership is merely procedural mechanism, not a form of relief, and since Q&C has no existing obligations to Farm Credit, Farm Credit would ultimately have to prove alter ego status under Tennessee law in order to actually make Q&C liable for any debts owed by Uncle Nearest to Farm Credit. Consequently, even if federal law still controls the question of expansion of the receivership, a relevant factor for the Court to consider within the federal standards is whether Farm Credit has a reasonable likelihood of maintaining a claim for alter ego under state law based on the facts presently before the Court.

17. In applying the federal factors first, as set forth in the Court’s September 30 Order, neither the Receiver nor Farm Credit has identified any specific assets of the receivership that are to be protected with respect to Q&C. So, out of the gate, the Movants’ effort to expand the receivership to include Q&C must fail because the expansion of the receivership is not necessary “to safeguard assets and prevent their dissipation.” Further, Farm Credit has not established that Q&C was funded by proceeds of some fraudulent scheme perpetrated by Uncle Nearest or any other bad actor, as is sometimes used to justify expanding receiverships to non-parties in cases

³³ *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

³⁴ *See id.*

where the public at large has been defrauded, such as in securities fraud actions and consumer fraud cases.³⁵ This receivership is based on a breach of contract claim, not a fraud claim.

18. The Movants' effort also fails because they can't meet the bare requirements that would be relevant to a determination that Q&C should have a receiver appointed. The Motion to Clarify and the Statement by Farm Credit go far beyond what is simply an effort to protect assets that are property of the receivership from dissipation—this is an effort to wrest control over Q&C based on mere allegations of potential facts and on factors significantly less rigorous than the very factors that the Court required to be considered in appointing the Receiver over Uncle Nearest in the first place. While Uncle Nearest had pledged all of its assets to secure the debt to Farm Credit, Q&C is not liable on any debts to Farm Credit and has not pledged any of its assets to secure debts owed to Farm Credit. Q&C is not a party to the Loan Documents and it has not defaulted on any obligations to Farm Credit. Q&C should have at least an equivalent right to the same analysis and burden of proof for divesting its board of control over the business as Uncle Nearest's board had in its defense of the initial Receivership Motion.

19. In the deciding the Receivership Motion, this Court noted multiple factors used by courts in the Sixth Circuit:

- (1) Whether the property at issue is in imminent danger of being lost, concealed, injured, diminished in value, or squandered;
- (2) Whether the Defendants have engaged in fraudulent conduct;
- (3) Whether legal remedies are inadequate;
- (4) Whether less drastic equitable remedies are available;
- (5) The likelihood that the appointment of a receiver would do more good than harm;

³⁵ See, e.g., *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

- (6) Whether there is inadequate security for the debts; and
- (7) Whether the debtor is insolvent.³⁶

20. Even if all of the allegations in the Motion to Clarify, Farm Credit’s Statement, and the Receiver’s other filings were assumed factually correct (they are not), those allegations still fail to establish the factors necessary for the appointment of a receiver with respect to Q&C. The Movants have not identified any specific “property at issue” held by Q&C in which the Receivership Estate has an interest, much less made any showing that such property is in imminent danger of being diminished. The Movants have made no showing that Q&C has engaged in fraudulent conduct. Farm Credit has no legal or equitable remedies to assert against Q&C because Q&C is not obligated on any of the Farm Credit Loans, so there is no basis to say the legal remedies are inadequate or that less drastic equitable remedies are not available or even justified.

21. Expansion of the Receivership to include Q&C would do more harm than good. Placing this entity in receivership and saddling the company with the expenses of the Receiver and his multitude of professionals would cause a significant increase in expenses for the company and the negative publicity that would impact its business and investments. Further, such action would ultimately not benefit the Receivership Estate at all because there is no proof that would support a finding of alter ego status in any final judgment. Thus, the known actual harm to the company of placing it in receivership would significantly outweigh any prospective unknown, likely unrealizable, potential benefit of putting the company into receivership.

22. Since Q&C is not obligated on the Farm Credit Loans and holds no collateral securing those Loans, the question of the adequacy of Farm Credit’s security has no relevance.

³⁶ Dkt. 32, at 4 (citing *Pension Benefit Guar. Corp. v. Evans Tempcon, Inc.*, 630 F. App’x 410, 414 (6th Cir. 2015)).

23. Finally, Farm Credit has not provided any material evidence that Q&C is insolvent or has been funded by assets of the Corporate Defendants. In sum, with respect to Q&C, the Movants cannot prove any of the same factors with respect to Q&C that this Court weighed in determining that Uncle Nearest should be under receivership control.

24. Since the Movants are disguising a general piercing of the corporate veil argument in the form of expansion of the receivership without identifying a single asset held by Q&C that is collateral to Farm Credit or that belongs to the Receivership Estate, the effort should be dismissed out of hand as inappropriate. At a minimum, the Movants should be required in this diversity action to meet the standard for piercing the corporate veil under state law.³⁷

25. The Sixth Circuit has held that “[u]nder the long-standing *Erie* doctrine, in actions brought in federal court invoking diversity jurisdiction, a court must apply the same substantive law as would have been applied if the action had been brought in a state court of the jurisdiction where the federal court is located.”³⁸ “When the success of a state law claim brought in federal court under diversity jurisdiction is dependent on piercing the corporate veil, this question of substantive law is governed by the law of the state in which the federal court sits.”³⁹ Since this Court sits in Tennessee, Tennessee law is applicable with respect to the question of piercing the corporate veil and alter ego analysis.

26. Earlier this year, in *Youree v. Recovery House of E. Tenn., LLC*,⁴⁰ the Tennessee Supreme Court comprehensively addressed the state of the law in Tennessee regarding “alter ego” claims and piercing the corporate veil. First, the court noted that the term “alter ego” was simply

³⁷ See *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

³⁸ *Corrigan v. U.S. Steel Corp.*, 478 F.3d 718, 723 (6th Cir. 2007)(citing *Equitable Life Assurance Soc’y of the U.S. v. Poe*, 143 F.3d 1013, 1016 (6th Cir. 1998)).

³⁹ *Id.*

⁴⁰ 705 S.W.3d 193, 206-12 (Tenn. 2025).

a “rhetorical device or picturesque term” that only confuses the fact that what is actually sought is piercing of the corporate veil.⁴¹ The court also recognized that corporate separateness is presumed and that Tennessee courts give substantial weight to that presumption.⁴²

27. The court then confirmed the three elements, first articulated in *Continental Bankers Life Insurance Co. of the South v. Bank of Alamo*,⁴³ that have to be proved in order to pierce a corporate veil as follows:

- (1) Control over the entity, not only of finances, but of policy and business practice in respect to the transaction under attack, so that the entity, as to that transaction, had no separate mind, will, or existence of its own;
- (2) The control must have been used to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of a third party's rights; and
- (3) The control and fraud, wrong, violation, or injustice must have proximately caused the injury or unjust loss complained of.⁴⁴

28. The *Youree* court further found that certain factors outlined in *Federal Deposit Ins. Corp. v. Allen*,⁴⁵

have their place in the analysis . . . [but] do not constitute a separate test. They are merely a list of circumstances that often may be relevant to the existence of one or more of the three *Continental Bankers* elements. Thus, the eleven circumstances listed in *Allen*, or any other relevant circumstance, may be used in determining whether the three required elements from *Continental Bankers* have been established.⁴⁶

The *Allen* factors are as follows:

Factors to be considered in determining whether to disregard the corporate veil include not only whether the entity has been used to work a fraud or injustice in contravention of public policy, but also: (1) whether there was a failure to collect paid in capital; (2) whether the corporation was grossly undercapitalized; (3) the non-issuance of stock certificates; (4) the sole ownership of stock by one individual;

⁴¹ *Id.* at 208.

⁴² *Id.* at 207.

⁴³ 578 S.W.2d 625 (Tenn. 1979).

⁴⁴ *Id.* at 637.

⁴⁵ 584 F. Supp. 386 (E.D. Tenn. 1984).

⁴⁶ *Youree*, 705 S.W.3d at 211.

(5) the use of the same office or business location; (6) the employment of the same employees or attorneys; (7) the use of the corporation as an instrumentality or business conduit for an individual or another corporation; (8) the diversion of corporate assets by or to a stockholder or other entity to the detriment of creditors, or the manipulation of assets and liabilities in another; (9) the use of the corporation as a subterfuge in illegal transactions; (10) the formation and use of the corporation to transfer to it the existing liability of another person or entity; and (11) the failure to maintain arm's-length relationships among related entities.⁴⁷

The *Youree* court then further cautioned

that checking items off a list is not a substitute for a purposive analysis of whether the *Continental Bankers* elements have been established. Regardless of the specific circumstances at issue, they must demonstrate all three elements of control, wrongdoing, and causation.⁴⁸

29. Since the Motion before the Court is not predicated on protecting any specific assets of the Receivership, it should be treated as simply a claim to pierce the corporate veil and should be granted or denied based on whether Farm Credit can carry its burden to prove that such Q&C is an alter ego of Uncle Nearest under Tennessee law.

30. As the Tennessee Supreme Court recently pronounced, the factors relevant to determining whether to pierce the corporate veil are those factors originally set forth in the *Continental Bankers* case. Neither the Receiver's Motion to Clarify nor Farm Credit's Statement address in any meaningful way this applicable standard with respect to Q&C.

31. As to the first *Continental Bankers* element—"[c]ontrol over the entity, not only of finances, but of policy and business practice in respect to the transaction under attack, so that the entity, as to that transaction, had no separate mind, will, or existence of its own"—the only transactions at issue have been explained and do not show that Q&C exercised control over the finances, policy, or business practices of any of the Uncle Nearest Defendants, or vice versa. The

⁴⁷ *Id.* at 210 (quoting *Allen*, 584 F. Supp. at 397).

⁴⁸ *Id.* at 212.

finances of Q&C and the Uncle Nearest entities were completed through separate and distinct bank accounts and were arms-length transactions.

32. As to the second *Continental Bankers* element—“The control must have been used to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of a third party's rights”— the Movants have not submitted any evidence that Q&C controlled Uncle Nearest, or vice versa, in order to commit fraud or wrong, perpetuate the violation of a statutory or positive legal duty, or to commit a dishonest and unjust act in contravention of a third party’s rights.

33. As to the third *Continental Bankers* element—“The control and fraud, wrong, violation, or injustice must have proximately caused the injury or unjust loss complained of”— since Farm Credit has failed to even establish facts sufficient to satisfy the first two elements, it is impossible for Farm Credit and the Receiver to prove that the first two elements were the proximate cause of any injury or unjust loss to Farm Credit or any other creditor. The transactions that have been identified by Farm Credit are all legitimate transactions supported by documentation and business purposes that benefited Uncle Nearest. There is no proximate causation to any injury alleged by Farm Credit.

34. In sum, application of the *Continental Bankers* factors to Q&C shows that the Movants have not met, and cannot meet, their burden of proof.

35. Farm Credit’s references to an un-executed and unconsummated PSA, standing alone, does not create a basis for piercing the corporate veil or expanding the receivership. In the absence of any evidence that could be deemed to satisfy any of the standards for instituting a receivership, expanding a receivership or piercing the corporate veil, there is simply no legal or factual basis to conclude that the receivership should be expanded to include Q&C or any of its

assets. Furthermore, placing this entity in receivership and saddling the company with the expenses of the Receiver and his multitude of professionals would cause a significant increase in expenses for the company and the negative publicity that would impact its business and investments. Further, such action would ultimately not benefit the receivership estate at all because there is no proof that would support a finding of alter ego status in any final judgment. Thus, the known actual harm to the company of placing it in receivership would significantly outweigh any prospective unknown, likely unrealizable, potential benefit to the receivership.

WHEREFORE, Q&C respectfully requests that the Court decline to expand the receivership to include Q&C or its assets and grant such other and further relief as is appropriate.

Respectfully submitted,

MANIER & HEROD, P.C.

/s/ Michael E. Collins

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Counsel for Quill & Cask Owner, LLC

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2026, the foregoing document was served on all parties registered to receive electronic notice via the Court's CM/ECF system.

/s/ Michael E. Collins

Michael E. Collins

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

| | | |
|--------------------------------------|---|--------------------------------|
| FARM CREDIT MID-AMERICA, PCA, |) | |
| |) | |
| Plaintiff, |) | Case No. 4:25-cv-38 |
| |) | |
| v. |) | Judge Atchley |
| |) | |
| UNCLE NEAREST, INC., et al., |) | Magistrate Judge Steger |
| |) | |
| Defendants. |) | |
| |) | |

**DECLARATION OF KEITH WEAVER REGARDING MOTION FOR
CLARIFICATION OF ORDER APPOINTING RECEIVER [DKT. 39]**

I, Keith Weaver, declare under penalty of perjury as follows:

1. I am, and was at all times relevant to this matter, more than eighteen (18) years of age.

2. I do not hold any shares or ownership interest in Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

Humble Baron, Inc. (“Humble Baron”)

3. Humble Baron is a Delaware C Corporation that was incorporated on January 26, 2021. Humble Baron is owned 100% by a blind trust for which I am the sole beneficiary. Humble Baron is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

4. Humble Baron operates a bar called the Humble Baron Bar, which is located at Nearest Green Distillery (“NGD”). The Humble Baron Bar is a full-service bar that serves Uncle Nearest’s products as well as branded spirits manufactured by other distilleries. Contrary to the

false assertions made by Farm Credit, Humble Baron leases the premises from Uncle Nearest Real Estate Holdings, LLC (“UNRE”) pursuant to that certain Commercial Lease Agreement dated March 1, 2023 (the “Lease”), as amended by that certain First Amendment to Commercial Lease Agreement dated February 1, 2025 (the “Lease Amendment”) (with the Lease, the “Amended Lease”). The term of the Lease was extended by the Lease Amendment and runs to February 28, 2030, with additional extension options. True and correct copies of the Lease and the Lease Amendment are Weaver Exs. 26 and 27, respectively. Pursuant to the Amended Lease, the Landlord is responsible for payment of all utilities related to the Premises and all repairs and maintenance for the building and common elements.

5. Humble Baron has its own tax id number that is distinct from the tax id numbers for the Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”). Humble Baron has its own bank accounts separate and apart from the bank accounts held by the Uncle Nearest Entities. All transactions between Humble Baron and the Uncle Nearest Entities have been supported by legitimate business purposes and consideration.

6. The ERP system used for Humble Baron is a food and beverage specific accounting system/ERP called “R365.” It is not used by or connected in any way to the Uncle Nearest entities.

7. Humble Baron is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Humble Baron has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Humble Baron holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

8. In addition to its on-premise sale of alcohol, Humble Baron undertakes sales of retail merchandise online, exploration of locations for future growth, and various creative works

under development (TV shows, film, books, etc.). Other than lessor/lessee relationship and the physical presence of the Humble Baron Bar on the premises of NGD, there is no connection of Humble Baron to the Uncle Nearest Entities and neither of the companies exercises control over the other. Humble Baron has its own employees (separate payroll), bank accounts, vendors, clients, financial statements, etc. Humble Baron provides the use of its facilities to Uncle Nearest and NGD for events, and invoices for fees and expenses related to such use. The ability of Uncle Nearest and NGD to obtain use of the Humble Baron bar for events is a key marketing tool for those companies.

9. Because Humble Baron sells spirits on-premise by the glass, the ownership and control of Humble Baron is required under applicable law to be completely separate, directly and indirectly, from the ownership and control of Uncle Nearest, Inc. and Nearest Green Distillery in accordance with applicable three-tier/tied house laws.

10. Levy Premium Foodservice Limited Partnership (“Levy”) is a management company that previously provided comprehensive management and operational services, including event management, to Humble Baron and Shelbyville Barrel House BBQ, LLC under a Management Agreement. During the term of the Management Agreement, Levy provided certain services related to various events, including certain Uncle Nearest events, held by Nearest Green Distillery and/or Uncle Nearest Inc. on the premises of the Nearest Green Distillery and the Humble Baron Bar. These events were solely for the benefit of Uncle Nearest and/or Nearest Green Distillery and the costs associated with such events were the direct obligation of Uncle Nearest and/or Nearest Green Distillery, as applicable. Attached as **Exhibit A** are invoices issued by “Levy / Humble Baron” to Nearest Green Distillery evidencing the distillery’s direct obligations relating to Levy’s services.

11. Attached as **Exhibit B** is correspondence maintained by the Company in the ordinary course of business from Peter LaFemina to Felicia Gallagher dated April 12, 2024, advising that the outstanding balance due from NGD to Levy on account of services provided for NGD was approximately \$100,000 as of April 12, 2024. In that correspondence, Mr. LaFemina requests on behalf of Humble Baron that Nearest Green Distillery pay its due balance to Levy. This correspondence is also direct evidence that the operations of Humble Baron and Uncle Nearest/Nearest Green Distillery were not commingled and that the corporate forms were maintained. The Uncle Nearest Accounts Payable register as of June 12, 2025, which is Farm Credit Ex. 7, shows an open a/p balance owed to “Levy / Humble Baron” as of July 1, 2024 of \$134,501.06.

12. On August 1, 2024, Levy filed a complaint against Shelbyville Barrel House BBQ, LLC and Humble Baron, Inc. seeking to recover unpaid management fees, including fees related to the events that were for the sole benefit of Nearest Green Distillery (the “Levy Complaint”). I was directly involved in the lawsuit and have personal knowledge of the claims involved and the resolution of those claims.

13. Although Uncle Nearest, Inc and NGD were not named directly as defendants, the claims asserted by Levy in the Levy Complaint included amounts that were for Uncle Nearest and the Nearest Green Distillery. Counsel for Humble Baron and Shelbyville Barrel House BBQ, LLC, in discussions with the management of Uncle Nearest, determined that it would not be necessary to join Uncle Nearest or NGD as a third-party defendants because those parties were agreeable to pay their portion of any agreed settlement. The lawsuit was ultimately settled through the Settlement Agreement dated March 18, 2025 (the “Levy Settlement Agreement”). A true and correct copy of the Levy Settlement Agreement is in evidence as Farm Credit Ex. 14. Per the

Settlement Agreement, a series of payments were to be made to Levy to resolve its claims, which included the claims relating to the obligations of Nearest Green Distillery. In order to resolve the portion of the Levy Settlement Agreement attributable to Nearest Green Distillery, it was agreed between Humble Baron, Uncle Nearest, Inc., and NGD that Uncle Nearest would make the payment directly to Levy in furtherance of the Settlement. Thus, the payment by Uncle Nearest, Inc. to Levy was for its own obligations or obligations of Nearest Green Distillery, not obligations of Humble Baron.

14. Humble Baron holds the Guinness World Record for the longest bar. That designation was requested by Uncle Nearest, Inc. and NGD as an effort to promote tourism to the distillery. Humble Baron's focus is on local marketing, not national marketing. In other words, Humble Baron's business is primarily focused on attracting local patrons that don't have any interest in whether the bar is the longest bar in the World. NGD and Uncle Nearest, Inc., on the other hand, thrive on tourism such that having the added attraction of the World's longest bar creates additional incentive for travelers to make the trip to the distillery and connect with the brand. Consequently, while Humble Baron was willing to have the longest bar in the world recognition, it was not willing to fund the cost for such an effort, which would primarily and significantly benefit Uncle Nearest and NGD. Accordingly, Uncle Nearest and NGD agreed to fund the effort to obtain the longest bar world record from Guinness. The payment of that expense was not for Humble Baron's benefit, but for the direct benefit of Uncle Nearest and NGD.

15. The Humble Baron bar and the Guinness World Record are featured prominently on the Uncle Nearest website as well as in the Nearest Green Distillery facility. On the Uncle Nearest website, a prominent link to the Humble Baron website is on the main page and that link opens to a page stating, "EVERYONE HAS A SEAT AT THE LONGEST BAR IN THE WORLD." The

Humble Baron Bar itself sits in the main tourist building of the Nearest Green Distillery and visitors to the facility walk directly through the distillery's gift shop and tasting room in order to enter the Humble Baron bar. The value to Uncle Nearest of Humble Baron's location at the distillery and its longest bar in the World designation is significant.

16. Humble Baron holds no property that is property of the Uncle Nearest Entities or the Receivership Estate. The Receiver has not requested any records from Humble Baron other than bank statements and all such requested records have been provided.

17. Since its inception, Humble Baron has operated at a financial loss while investing in the infrastructure, staffing, and brand development necessary to establish a viable hospitality enterprise. In 2024 and 2025, Humble Baron implemented a structured turnaround strategy focused on hosting high-profile public events and securing private event buyouts designed to generate sufficient revenue to move the business toward profitability. These initiatives required substantial advance financial commitments, marketing expenditures, and operational investments. Humble Baron, Inc. exclusively bore all such expenditures. It maintains its own bank accounts, payroll, tax identification number, accounting systems, and financial statements separate and apart from the Uncle Nearest Entities. No funds from any of the Uncle Nearest Entities were used to finance these efforts.

18. Although Humble Baron is legally and operationally separate from the Uncle Nearest Entities, the pending litigation and appointment of a receiver over those entities have materially and adversely affected Humble Baron's business operations. Because the Humble Baron Bar is physically located on the Nearest Green Distillery property, and I am publicly associated with the broader brand, the receivership proceedings have created marketplace uncertainty among customers, vendors, and employees. Since the initiation of the receivership

process, Humble Baron's revenue has declined approximately 30% year-over-year. Event bookings have slowed, attendance from local patrons has decreased, and prospective clients have expressed hesitation in committing to future engagements. During this same period, Humble Baron's performance-based catering sales manager resigned, further impairing execution of the company's revenue strategy.

19. The financial strain has been compounded by unpaid amounts owed to Humble Baron by Nearest Green Distillery and/or Uncle Nearest for legitimate, invoiced services. Continued uncertainty regarding whether Humble Baron could be drawn into the receivership—despite its lack of ownership overlap, lack of shared control, separate accounting systems, and absence of liability for the alleged debts at issue—has inhibited normal business planning and operations. If Humble Baron were subjected to receivership, applicable federal and state regulatory requirements governing alcohol sales would likely require immediate cessation of operations, resulting in significant and potentially irreparable harm.

20. At no time prior to advancing assertions affecting Humble Baron did the Receiver or his representatives request clarification of specific transactions or an explanation regarding the flow of funds. Had such clarification been requested, Humble Baron and I were prepared to provide documentation and explanation, as we have consistently done when records were requested. Direct clarification would have reduced uncertainty and business disruption. Clear confirmation from this Court that Humble Baron, Inc. is not part of the Receivership Estate, that its assets are not subject to the Receiver's authority, and that it may continue operating independently absent further order of this Court is necessary to prevent further operational harm to an entity that holds no receivership assets and is not liable for the alleged debts at issue.

Shelbyville Barrel House BBO, LLC ("SBH")

21. SBH is a Tennessee limited liability company that was formed on August 25, 2022. I am and have always been the sole member of SBH. SBH is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

22. SBH has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

23. SBH has separate bank accounts from the Uncle Nearest Entities and has not exercised, and does not exercise, any control over the bank accounts or operations, financial or otherwise, of the Uncle Nearest Entities. Likewise, the Uncle Nearest Entities exercise no control over the bank accounts or operations, financial or otherwise, of SBH. SBH’s operating licenses are all in its own name, not in the name of any of the Uncle Nearest Entities.

24. SBH is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. SBH has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. SBH holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

25. SBH owns and operates Chuck’s Barrel House BBQ II under a Lease Agreement with Uncle Nearest Real Estate Holdings, LLC dated December 17, 2018 (the “Lease”) and a Franchise Agreement dated September 1, 2022 (the “Franchise Agreement”) with Charles W. Baker, Jr. (the “Franchisor”). True and correct copies of the Lease and the Franchise Agreement are Weaver Exs. 30 and 31, respectively. Chuck’s Barrel House BBQ II is a walk-up restaurant concept that also serves beer and is located on the premises of the Nearest Green Distillery.

26. Because SBH sells beer on-premise, the ownership and control of SBH is required under applicable law to be completely separate, directly and indirectly, from the ownership and

control of Uncle Nearest, Inc. in accordance with applicable three-tier/tied house laws.

27. The history of Chuck's Barrel House BBQ II is that, in light of the distillery's remote location in Shelbyville Tennessee and the concern that visitors to the distillery would need food options, the management of Nearest Green Distillery ("NGD") approached the owner of Chuck's Barrel House BBQ restaurant in Lynchburg, Tennessee ("Chuck's") regarding the opening up of a similar venue at the Nearest Green Distillery, which was then under construction. The owner of Chuck's, Charles Baker, II, agreed and entered into the Lease with Uncle Nearest Real Estate Holdings, LLC. Mr. Baker financed the build-out of Chuck's Barrel House BBQ II and began operations in 2021. After operating Chuck's Barrel House BBQ II for approximately one year, Mr. Baker approached me regarding transferring ownership of the restaurant due to the owner's desire to focus on his Lynchburg location and other endeavors.

28. In order to facilitate that transaction, I formed SBH in August 2022 and entered into the Franchise Agreement with Mr. Baker (the "Franchisor"). None of the Uncle Nearest Entities are parties to the Franchise Agreement. Neither the Uncle Nearest Entities, Fawn Weaver, nor I has any direct or indirect ownership interest in the Franchisor. Just as it was under the ownership of Mr. Baker, Chuck's Barrel House BBQ II, as operated by SBH, continues to maintain its own employees, bank accounts, vendors, receivables, payables, accounting, etc., completely separate and distinct from the operations of Uncle Nearest Entities. Other than leasing its location from Uncle Nearest Real Estate Holdings, LLC in accordance with arms-length lease that was originally entered with Mr. Baker and obligations related thereto, there is no business or financial connection to any of the Uncle Nearest Entities and each such business is controlled separately, as required under Tennessee law.

29. SBH operates a point-of-sale system through Toast that is not connected in any way

to the accounting systems of the Uncle Nearest Entities. The ERP system used by SBH is a food and beverage specific accounting system/ERP called R365. It is not used by or connected in any way to the Uncle Nearest Entities.

30. The amounts owed by NGD to SBH arise primarily from NGD promotional events that are catered by SBH or held on SBH's premises. All such amounts are properly invoiced and the corporate formalities and separate accounting for both entities are at all times maintained.

31. The Lease does not require SBH to pay for or reimburse any of the Uncle Nearest Entities for any services related to the NGD property. Furthermore, the trash pickup is an expense for the facility as a whole and is contracted by the Landlord and the SBH performs its own janitorial service by its own staff, similar to how most restaurants operate. There is no agreement for SBH to cover costs for trash pick-up or janitorial services that are contracted by Uncle Nearest. Consequently, since SBH is in fact not paying for utilities and other expenses for which it is not liable under the Lease, that is evidence of no commingling of funds between these entities.

32. SBH does not hold any assets belonging to the Uncle Nearest Entities. The Receiver has not requested any records from SBH other than bank statements and all such requested records have been provided.

Nashwood, Inc.

33. Nashwood is a Delaware C Corporation that was incorporated on July 3, 2019. I am the sole-shareholder of Nashwood. Nashwood has its own tax id number that is distinct from the tax id numbers of Uncle Nearest Entities. Nashwood is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

34. Nashwood is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Nashwood has not pledged any assets to secure the debts of the

Uncle Nearest Entities to any creditor, including Farm Credit. Nashwood holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

35. Nashwood formerly owned the Tolley House Bed and Breakfast (the “Tolly House”) but no longer owns that asset. The Tolly House, which is connected to Jack Daniels, was rented from time to time by Uncle Nearest for guest stays and special events. Otherwise, the Tolly House has no connection to and is not an asset of (and has never been an asset of) any of the Uncle Nearest Entities. Nashwood sold its interest in the Tolley House in September 2024 and no longer has any interest, direct or indirect, in that property.

36. Nashwood provided certain consulting, project management, and event management services, along with preparation of applications that resulted in approximately \$500,000 in grants and incentives, to Uncle Nearest during January through August 2024 at the flat rate of \$10,000 per month. The invoices were properly documented by Nashwood and invoiced to the applicable Uncle Nearest entity. On April 17, 2024, Uncle Nearest paid Nashwood \$10,000 and paid an additional \$20,000 on August 6, 2024, both payments being applied toward the open balance. Similarly, Nashwood was paid in July 2024 the sum of \$2,699.85 for services related to the Love & Whiskey Tour that was put on by Uncle Nearest in 2024. The other identified amounts were paid by Uncle Nearest for services rendered by Nashwood as invoiced. An outstanding balance of \$50,000 remains due from the Uncle Nearest Entities as reflected in **Exhibit C**. The documentation clearly shows adherence to the corporate form and no commingling of funds.

37. Otherwise, Nashwood has no financial or operational connection to the Uncle Nearest Entities and neither controls nor is controlled by those entities. After Levy Premium Foodservice Limited Partnership (“Levy”) ceased providing services to Shelbyville Barrel House BBQ, LLC and Humble Baron, Inc., Nashwood contracted with those entities to provide those

similar management services.

38. Nashwood is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Nashwood has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Nashwood holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

39. Nashwood provides, or has provided, management services for Classic Hops, Humble Baron, Shelbyville Barrel House BBQ, and Shelbyville Grand, LLC. However, Nashwood is not an equity holder of any of those entities and any entries in Uncle Nearest's accounting records likely simply reflect the management relationship that Nashwood has, or has had, with respect to those entities. The Receiver has not requested any records from Nashwood other than bank statements and all such requested records have been provided.

Quill & Cask Owner, LLC (“Q&C”)

40. Q&C is a Tennessee limited liability company that was formed on July 25, 2024. I am and have always been the sole member of Q&C. Q&C has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

41. The company's business purpose is to purchase, hold and sell assets for profit, including real estate, bulk whiskey, and other assets. It has no connection to Uncle Nearest other than having made an equity investment in Uncle Nearest, Inc., as detailed below.

42. Q&C has its own bank accounts and maintains its own accounting functions and operations independent of any of the Uncle Nearest Entities. Q&C is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Q&C has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Q&C

holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate. The Receiver has not requested any records from Q&C other than bank statements and all such requested records have been provided.

43. In April 2024, prior to the formation of Q&C, a barrel purchase transaction was contemplated between a to-be-formed entity – then identified as “Q and Cask, Inc.” – and Uncle Nearest, Inc. However, that transaction was never consummated.

44. On December 27, 2024, Q&C transferred \$584,000 to Uncle Nearest as an equity investment in Uncle Nearest, Inc. On January 30, 2025, Q&C transferred an additional \$275,000 as an equity investment in Uncle Nearest, Inc. Those are the only two transactions involving Q&C and any of the Uncle Nearest Entities. Each of the transactions had a valid business purpose and was supported by consideration. While Q&C has an equity interest as a result of those transactions, Q&C does not own 20% or more of the voting stock of any of the Uncle Nearest companies and none of the Uncle Nearest companies own 20% or more of the voting stock of Q&C. Furthermore, I, as the sole-owner of Q&C, do not own or control more than 20% of the voting stock of any of the Uncle Nearest Entities.

Shelbyville Grand, LLC (“SGLLC”)

45. SGLLC is a Tennessee limited liability company that was formed on November 21, 2022. I am the sole member of SGLLC. SGLLC has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

46. SGLLC owns and manages a host of real estate holdings, which include some warehouse space, a newspaper plant, commercial office buildings, vacant lots, etc. Nearest Green Distillery stores certain supplies at an SGLLC warehouse, which is climatized to protect certain

sensitive inventory. The inventory was moved from storage at Berlin Packaging and Tennessee Distilling Group because of NGD's need to maintain the raw goods inventory in a climatized storage facility. Storage fees are charged to Nearest Green Distillery monthly at the rate of \$6,500 per month.

47. SGLLC has its own bank accounts and maintains its accounting functions and operations independent of any of the Uncle Nearest Entities. SGLLC is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. SGLLC has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Other than the inventory being stored, SGLLC holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

48. The transactions between the Uncle Nearest Entities and SGLLC all relate to the storage fees due and payable. The \$130,000 payment from Uncle Nearest to SGLLC on July 29, 2025, was in payment of 20 months of outstanding rental fees due and owing from Nearest Green Distillery. The storage services were provided to Nearest Green Distillery by SGLLC and the amount paid was due and owing. Each of the transactions between the Uncle Nearest Entities and SGLLC had a valid business purpose and were supported by consideration. The Receiver has not requested any records from SBH other than bank statements and all such requested records have been provided.

4 Front Street, LLC ("4FS")

49. 4FS is a Tennessee limited liability company that was formed on September 28, 2023. I am a minority member of 4FS and do not hold a controlling share of that company. The majority member of 4FS is not a shareholder of and has no connection to the Uncle Nearest Entities.

50. 4FS has its own tax id number that is distinct from the tax id numbers of Uncle Nearest Entities.

51. 4FS has its own bank accounts and maintains its accounting functions and operations independent of any of the Uncle Nearest Entities. 4FS is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. 4FS has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. 4FS holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

52. 4FS has not transacted any business with the Uncle Nearest Entities and has neither transferred funds to, nor received funds from, the Uncle Nearest Entities. The Receiver has not requested any records from 4FS other than bank statements and all such requested records have been provided.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.



KEITH WEAVER

EXHIBIT A



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-387791-1
Event Name: TN Department of Environment & Conservation
Event Date: Monday, October 30, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Keith Weaver | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: keith.weaver@unclenearest.com |
| | Onsite Contact: Pat Marsh |

TN Department of Environment & Conservation

| Date | Time | Location | Function | # |
|-----------------|-----------------|------------------|----------|----|
| Mon, 10/30/2023 | 11:00am-12:30pm | Humble Baron Bar | Lunch | 25 |

| Mon, 10/30/2023 | Lunch - 11:00am - Humble Baron Bar | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Chef's Table Lunch Menu Package Price | 25 | \$20.00 | \$500.00 |
| Featuring | Roasted Butternut Squash Soup Kale + Apple Salad (Vegan, AVG) Red Quinoa, Cabbage, Cranberries, Picked Red Onions, Cider Vinaigrette Grilled Chicken Flatbread Sandwich Arugula, Tzatziki, Herb Roasted Tomatoes Steak Flatbread Sandwich Garlic + Pepper Crusted Short Rib, Horseradish Aioli, Red Onion, Tomato, Blue Cheese, Field Greens Gourmet Dessert Bar Assortment (V) | | | |

| | | | | |
|------------------|---|----|--------|---------|
| | Non-Alcoholic Refreshments Menu Package Price | 25 | \$3.00 | \$75.00 |
| Including | Soft Drinks Iced Tea Sweeteners, Lemons Water | | | |

Setup and Service Details

| | | | | |
|--------------------|---|--|--|--|
| Room Set-Up | Layout Notes: Food station set near the stage for service. Guests will sit at low dining tables in front of the stage. | | | |
| Serviceware | Disposable Service Plates, Utensils, Napkins | | | |

| CHARGES | | | | | |
|----------|----------|---------------------------|----------------------|-----------|----------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$500.00 | \$44.00 | \$66.00 | \$53.04 | \$663.04 |
| Beverage | \$75.00 | \$6.60 | \$9.90 | \$7.96 | \$99.46 |
| Totals | \$575.00 | \$50.60 | \$75.90 | \$61.00 | \$762.50 |
| | | | Payments Received | | \$0.00 |
| | | | Balance Due | | \$762.50 |

| Payment Arrangements | |
|----------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
Humble Baron
3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-395340-1
Event Name: The National Alcohol Beverage
 Associates
Event Date: Monday, November 13, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|---|--|
| Company: Nearest Green Distillery Contact: Nancy Gregory Address: 3125 US-231 North Shelbyville, TN 37160 | Work Phone: Mobile Phone: Email: accounting@nearestgreendistillery.com Onsite Contact: Keith Weaver |
|---|--|

The National Alcohol Beverage Associates

| Date | Time | Location | Function | # |
|-----------------|----------------|------------------------------|----------|---|
| Mon, 11/13/2023 | 12:00pm-1:00pm | Barrel House BBQ Dining Room | Lunch | 9 |

| Start Date | Start Time | Timeline Item | Description |
|------------|------------|------------------------|-------------------------------------|
| 11/13/2023 | 11:30am | Food & Beverage Set | Ready to go for any early arrivals. |
| 11/13/2023 | 1:00pm | Private Tour & Tasting | |

| Mon, 11/13/2023 | Lunch - 12:00pm - Barrel House BBQ Dining Room | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Signature Barrel House BBQ Package | | | |
| | Menu Package Price | 9 | \$35.00 | \$315.00 |
| Featuring | Smoked Pulled Pork Slider Buns Smoked Pulled Chicken Slider Buns Smoked Sausages | | | |
| Sides | Baked Beans (V) Mac + Cheese (V) Coleslaw (V, AVG) | | | |
| Dessert | Peach Cobbler (V) | | | |
| Beverages | Soft Drinks, Iced Tea, Water Sweeteners, Lemons | | | |

Setup and Service Details

| Room Set-Up | Layout Notes: Food station will be set along the wooden wall inside the space. | | | |
|--------------------|---|---|----------|----------|
| Serviceware | Including China Plates, Flatware, Black Napkins, Cups | | | |
| Staff Fees | Service Personnel Staff to set-up, service and tear down after the event. | 1 | \$225.00 | \$225.00 |

| CHARGES | | | | | |
|----------|----------|---------------------------|----------------------|-------------------|----------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$299.25 | \$26.33 | \$39.50 | \$31.74 | \$396.82 |
| Beverage | \$15.75 | \$1.39 | \$2.08 | \$1.67 | \$20.89 |
| Set-Up | \$225.00 | \$0.00 | \$0.00 | \$0.00 | \$225.00 |
| Totals | \$540.00 | \$27.72 | \$41.58 | \$33.41 | \$642.71 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$642.71 |

| Payment Arrangements | |
|----------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.

CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
Humble Baron
3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-398750-1
Event Name: NGD: Monthly Staff Meeting
Event Date: Friday, December 8, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Sharon Queener | Mobile Phone: (615) 887-4240 |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: accounting@nearestgreendistillery.com |
| | Onsite Contact: m Keith Weaver |

NGD: Monthly Staff Meeting

| Date | Time | Location | Function | # |
|-----------------|----------------|----------------------|----------|----|
| Fri, 12/08/2023 | 12:00pm-1:00pm | Master Blender House | Lunch | 23 |

| Fri, 12/08/2023 | Lunch - 12:00pm - Master Blender House | Qty | Price | Total |
|------------------|---|-----|---------|----------|
| | Chef's Table Lunch Menu Package Price | 23 | \$22.00 | \$506.00 |
| Featuring | BLT Salad Chopped Romaine, Grape Tomatoes, Applewood Smoked Bacon, Cheddar Cheese, House-Made Croutons, Buttermilk Ranch Dressing Kale + Apple Salad (Vegan, AVG) Red Quinoa, Cabbage, Cranberries, Picked Red Onions, Cider Vinaigrette Grilled Chicken Flatbread Sandwich Arugula, Tzatziki, Herb Roasted Tomatoes Steak Flatbread Sandwich Garlic + Pepper Crusted Short Rib, Horseradish Aioli, Red Onion, Tomato, Blue Cheese, Field Greens House-Made Chips Gourmet Dessert Bar Assortment (V) | | | |

| | Non-Alcoholic Refreshments | Qty | Price | Total |
|------------------|----------------------------|-----|--------|---------|
| | Menu Package Price | 23 | \$3.00 | \$69.00 |
| Including | Soft Drinks Water | | | |

| | Setup and Service Details | Qty | Price | Total |
|--------------------|--|-----|----------|----------|
| Serviceware | Disposable Service Plates, Utensils, Napkins | | | |
| Staff Fees | Staff Fee Staff to set-up, service and tear down after event. | 1 | \$125.00 | \$125.00 |

| CHARGES | | | | | |
|----------|----------|---------------------------|----------------------|-------------------|----------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$506.00 | \$44.53 | \$66.79 | \$53.68 | \$671.00 |
| Beverage | \$69.00 | \$6.07 | \$9.11 | \$7.32 | \$91.50 |
| Set-Up | \$125.00 | \$0.00 | \$0.00 | \$0.00 | \$125.00 |
| Totals | \$700.00 | \$50.60 | \$75.90 | \$61.00 | \$887.50 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$887.50 |

| Payment Arrangements | |
|----------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-439923-1

Event Name: Community Coalition Board Meeting

Event Date: Saturday, May 4, 2024

Salesperson: Sarah Nordby

Email: snordby@levyrestaurants.com

Phone:

Contact Information

| | |
|--|--|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Malcolm Darrell | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: malcolm.darrell@ng-d.com |
| | Onsite Contact: Keith Weaver |

Community Coalition Board Meeting

| Date | Time | Location | Function | # |
|-----------------|----------------|---------------|-----------------------------|----|
| Sat, 05/04/2024 | 9:30am-12:00pm | Dan Call Farm | Light Breakfast & Beverages | 27 |
| Sat, 05/04/2024 | 1:00pm-2:00pm | Dan Call Farm | Lunch | 27 |

| Start Date | Start Time | Timeline Item | Description |
|------------|------------|--|--|
| 05/04/2024 | 9:30am | Morning Catering Set Inside Farm House | |
| 05/04/2024 | 9:45am | Board Arrives | |
| 05/04/2024 | 10:00am | Board Meeting Begins | Meeting will take place in the Farm House. |
| 05/04/2024 | 12:00pm | DCF Tour | Original Water Source |
| 05/04/2024 | 12:45pm | Lunch Set | Inside the outdoor tent. |
| 05/04/2024 | 1:00pm | Lunch Begins | |
| 05/04/2024 | 2:00pm | Board Meeting Continues | Guests move back to the Farm House. |
| 05/04/2024 | 3:00pm | Depart for NGD | |

| Sat, 05/04/2024 | Light Breakfast & Beverages - 9:30am - Dan Call Farm | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Light Continental **VIP Presentation** Menu Package Price | 27 | \$25.00 | \$675.00 |
| Featuring | Assorted Muffins (V) Seasonal Fresh Fruit (Vegan, AVG) Smoked Salmon Display Capers, Herbed Cream Cheese, Bagels | | | |
| Beverages | Keurig Coffee & Hot Tea Service Starbucks K-Cups (Regular & Decaf), Hot Tea K-Cups, Assorted Sweeteners, Regular & Vanilla Creamer, Honey, Lemons | | | |

| | Non-Alcoholic Refreshments | | | |
|------------------|--|----|--------|----------|
| Including | Orange Juice Each **Individual bottles** | 12 | \$5.00 | \$60.00 |
| | Path Water Each (25) Placed on the board table at each place setting, extras available for guests on the station. | 36 | \$5.00 | \$180.00 |

| | | | | |
|--|---|----|--------|---------|
| | Non-Alcoholic Refreshments | | | |
| | <i>**Provide the board table bottles to Malcolm**</i> Sparkling Water Each | 12 | \$3.00 | \$36.00 |

| | | | | |
|--------------------------|---|---|----------|----------|
| | Setup and Service Details | | | |
| Room Set-Up | Layout Notes: Existing counter inside the Farm House utilized for food & beverage service. | | | |
| Service Equipment | Keurig Machine | 1 | \$150.00 | \$150.00 |
| Serviceware | Disposable Service Small Plates, Utensils, Napkins, Hot Cups & Lids | | | |
| Staff Fees | All Day Staff Fee Staff to set-up, service and tear down after event. <i>**Includes (2) hourly team members for 8 hours**</i> | 1 | \$352.00 | \$352.00 |

| Sat, 05/04/2024 | Lunch - 1:00pm - Dan Call Farm | Qty | Price | Total |
|----------------------|---|------------------------------|---------|----------|
| | Bento Box Lunches <i>**All meals packaged in bento boxes with name/menu cards on top**</i> Menu Package Price | 27 | \$32.00 | \$864.00 |
| Featuring | Turkey BLT Sandwich Each Turkey, Bacon, Lettuce, Tomato, Garlic Aioli Crispy Apple Kale Salad Love & Whiskey Pecan Cheesecake Napkin Rollup | 23 | | |
| Special Meals | <p style="text-align: center;">Luis Turkey BLT Sandwich Crispy Apple Kale Salad (no cheese) Fresh Seasonal Fruit Salad Napkin Rollup</p> <p style="text-align: center;">Mary Turkey BLT Sandwich (low carb bread) Crispy Apple Kale Salad Fresh Seasonal Fruit Salad Napkin Rollup</p> <p style="text-align: center;">Donna Turkey BLT Sandwich Crispy Kale Salad (no apple) Crudites with Hummus Napkin Rollup</p> <p style="text-align: center;">Chavonne Seared Salmon with Wilted Spinach Crispy Kale Salad (no apple) Crudites with Hummus Napkin Rollup</p> | 1 1 1 1 | | |

| | | | | |
|--------------------------|---|----|---------|----------|
| | Non-Alcoholic Refreshments | | | |
| Including | Lavender Lemonade per Gallon | 3 | \$55.00 | \$165.00 |
| | Cucumber Lime Infused Water Dispenser | 1 | \$35.00 | \$35.00 |
| | Coke Soft Drinks Each Coca-Cola, Diet Coke, Sprite | 12 | \$3.00 | \$36.00 |
| | Sparkling Water Each | 12 | \$3.00 | \$36.00 |
| Beverage Supplies | Fresh Ice Bucket with Scoop | 1 | | |

| Setup and Service Details | | | | |
|---------------------------|--|--|--|--|
| Lunch Set-Up | Layout Notes: Lunch will be served under a tent on the lawn outside the Farm House. Catering Tables: Malcolm has rented (2) 6' tables with linens to be utilized for the catering stations. | | | |
| Serviceware | Disposable Service Napkin Roll-Ups, Tossware Cups, Beverage Napkins | | | |

| CHARGES | | | | | |
|----------|------------|------------------------|--------------------|-------------------|------------|
| | Charges | Service Charge (8.8 %) | Gratuuity (13.2 %) | Sales Tax | Total |
| Food | \$1,039.50 | \$91.48 | \$137.21 | \$110.27 | \$1,378.46 |
| Beverage | \$615.50 | \$54.17 | \$81.24 | \$65.29 | \$816.20 |
| Set-Up | \$934.00 | \$51.22 | \$76.82 | \$61.74 | \$1,123.78 |
| Totals | \$2,589.00 | \$196.87 | \$295.27 | \$237.30 | \$3,318.44 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$3,318.44 |

| Payment Arrangements | |
|----------------------|--|
| | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.

CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-405872-1
Event Name: 2nd Annual Spirits on the Rise Summit
Event Date: Tuesday, April 16, 2024
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone:

Contact Information

| | |
|--|---|
| Company: Uncle Nearest | Work Phone: |
| Contact: Lauren Knowles | Mobile Phone: |
| Address: 3125 US-321 North Shelbyville, TN 37160 | Email: lauren.knowles@unclenearest.com |

2nd Annual Spirits on the Rise Summit

| Date | Time | Location | Function | # |
|-----------------|----------------|-------------------|-----------------|-----|
| Tue, 04/16/2024 | 8:00am-9:00am | Humble Baron Bar | Breakfast | 273 |
| Tue, 04/16/2024 | 8:00am-5:00pm | Humble Baron Bar | All Day Service | 273 |
| Tue, 04/16/2024 | 12:00pm-2:00pm | Humble Baron Bar | Lunch | 273 |
| Tue, 04/16/2024 | 5:00pm-8:00pm | Humble Baron Bar | Dinner | 273 |
| Tue, 04/16/2024 | 5:00pm-8:00pm | Humble Baron Lawn | Reception | 273 |

| Tue, 04/16/2024 | Breakfast - 8:00am - Humble Baron Bar | Qty | Price | Total |
|------------------|--|-----|---------|------------|
| | Breakfast - Continental Classic Menu Package Price | 273 | \$25.00 | \$6,825.00 |
| Featuring | Assortment of Muffins (V) Assortment of Bagels (V) Low-Fat Fruit Yogurts (V) Seasonal Fresh Fruit (V, AVG) Spreads Cream Cheese, Butter, Peanut Butter, Jam | | | |
| Beverages | Freshly Brewed Coffee Regular, Decaf, Creamer, Sweeteners Orange Juice Ice Water Dispensers | | | |

| | Setup and Service Details | | | |
|-------------------|--|---|----------|----------|
| Staff Fees | Catering Attendants Staff to set-up, service and tear down after event. | 6 | \$125.00 | \$750.00 |

| Tue, 04/16/2024 | All Day Service - 8:00am - Humble Baron Bar | Qty | Price | Total |
|----------------------|---|-----|---------|----------|
| | All Day Breaks | | | |
| Grab & Go | Whole Fruit (V2, AVG) per Dozen | 6 | \$20.00 | \$120.00 |
| | Granola Bars (V) per Dozen | 6 | \$25.00 | \$150.00 |
| | Individual Bags of Chips (V) per Dozen | 6 | \$40.00 | \$240.00 |
| | Individual Bags of Pretzels (V) per Dozen | 6 | \$30.00 | \$180.00 |

| Non-Alcoholic Refreshments | | | | |
|----------------------------|---|-----|---------|----------|
| Including | All beverages will be offered on a consumption basis. Final balance will be based on actual consumption. <i>**QTY listed is an estimate for planning purposes**</i> | | | |
| | Bottled Water Each | 150 | \$3.00 | \$450.00 |
| | Coke Soft Drinks Each | 100 | \$2.00 | \$200.00 |
| | Water Stations per Dispenser Ice Water Dispensers, Fresh Fruits, Vegetables & Herbs to mix in for an infused option. | 6 | \$25.00 | \$150.00 |

| Setup and Service Details | | | | |
|---------------------------|--|---|----------|----------|
| Staff Fees | Service Personnel To monitor the beverage / snacks stations throughout the day. | 1 | \$250.00 | \$250.00 |

| Tue, 04/16/2024 | Lunch - 12:00pm - Humble Baron Bar | Qty | Price | Total |
|--------------------------|--|-----|---------|------------|
| | Box Lunches Menu Package Price | 273 | \$15.00 | \$4,095.00 |
| Featuring | <i>**Boxes separated and identified by sandwich type**</i> Oven-Roasted Turkey Sandwich Each Cheddar Cheese, Lettuce, Tomato, Herb Aioli, Artisan Roll | 125 | | |
| | Smoked Ham Sandwich Each Swiss, Lettuce, Tomatoes, Whole-Grain Mustard, Artisan Roll | 125 | | |
| | Grilled Vegetable Wrap (V) Each Grilled Seasonal Vegetables, Roasted Garlic Hummus | 23 | | |
| Each Box Includes | Potato Salad (V, AVG) Chocolate Chip Cookie (V) Napkin & Fork | | | |

| Tue, 04/16/2024 | Dinner - 5:00pm - Humble Baron Bar | Qty | Price | Total |
|-------------------|---|-----|---------|-------------|
| | Chef's Table - Classic Dinner Menu Package Price | 273 | \$55.00 | \$15,015.00 |
| Entrées | Chef-Carved Smoked Ribeye (AVG) Horseradish Cream Sauce Wild Salmon (AVG) Chardonnay Butter Emulsion | | | |
| Hot Sides | Sautéed Haricot Verts (V2, AVG) Dill, Shallots, Tomatoes Goey Mac & Cheese (V) Fontina, Gruyere, Cheddar Cheese Salt Roasted Yukon Gold Potatoes (V, AVG) Garlic Butter, Scallion Sour Cream | | | |
| Cold Sides | Tomatoes, Mozzarella & Basil (V, AVG) Cold-Pressed Olive Oil, Balsamic Glaze, Maldon Flakes Grilled & Chilled Asparagus (V, AVG) Lemon Aioli, Peruvian Peppers, Shaved Parmesan | | | |
| Desserts | Salted Caramel Cake (V) Yellow Butter Cake, Caramel | | | |

| Hosted Bar Service | | | | |
|---------------------------|---|-----|---------|------------|
| Includes | All beverages will be offered on a consumption basis. Final balance will be based on actual consumption. **QTY listed is an estimate for planning purposes - based on approximately 1 per guest, factoring in the Emerging Brands Fair outside** | | | |
| | Spirits - per drink <i>Price ranges from 13-15.00 per drink, based on final selection.</i> | 125 | \$15.00 | \$1,875.00 |
| | Signature Batched Cocktails - per drink | 50 | \$14.00 | \$700.00 |
| | Wine by the Glass - each Sparkling, Rose, White + Red Selections | 25 | \$13.00 | \$325.00 |
| | Draft Beer - each | 25 | \$7.00 | \$175.00 |
| | Bottled Beer - each | 25 | \$6.00 | \$150.00 |
| | Soft Drinks - each | 25 | \$2.00 | \$50.00 |
| | Bottled Water - each | 12 | \$2.25 | \$27.00 |

| Setup and Service Details | | | | |
|----------------------------------|---|----|----------|------------|
| Staff Fees | Chef Attendant Staff to set-up, carve and tear down the carving station after the event. | 2 | \$125.00 | \$250.00 |
| | Bartender Fee Staff to set-up, service and tear down after the event. | 10 | \$150.00 | \$1,500.00 |
| | Service Personnel Staff to set-up, service and tear down after the event. | 8 | \$125.00 | \$1,000.00 |

| Tue, 04/16/2024 | Reception - 5:00pm - Humble Baron Lawn | Qty | Price | Total |
|------------------------|---|------------|--------------|--------------|
| | Reception Experiences | | | |
| Featuring | Grazing Farm Table Charcuterie per Guest Assortment of Artisan Breads & Crackers, Local Selection of Sliced Meats, Cheeses, Dips & Spreads, Fresh Seasonal Fruits, Garden Fresh Vegetables, Marinated Olives, Assorted Mustards, Local Honey, Jam | 200 | \$18.00 | \$3,600.00 |

| Setup and Service Details | | | | |
|----------------------------------|--|---|----------|----------|
| Staff Fees | Service Personnel Staff to set-up, service and tear down after the event. | 2 | \$125.00 | \$250.00 |

| CHARGES | | | | | |
|----------------|--------------------|-------------------------------|--------------------------|-------------------|--------------------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$29,542.50 | \$2,599.74 | \$3,899.61 | \$3,133.88 | \$39,175.73 |
| Beverage | \$4,784.50 | \$421.04 | \$631.55 | \$942.54 | \$6,779.63 |
| Set-Up | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 |
| Totals | \$38,327.00 | \$3,020.78 | \$4,531.16 | \$4,076.42 | \$49,955.36 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$49,955.36 |

| Payment Arrangements | |
|-----------------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ **Date:** _____

EXHIBIT B



Keith Weaver <keith.weaver@unclenearest.com>

Re: Humble Baron Catering and House Charges

Peter LaFemina <plafemina@nashwood.com>

Fri, Apr 12, 2024 at 12:20 PM

To: felicia.gallagher@unclenearest.com

Cc: Nancy Gregory <nancy.gregory@unclenearest.com>, Keith Weaver <keith.weaver@unclenearest.com>

Felicia:

I appreciate the thought and allow me to provide some background in response to your recommendation.

Humble Baron executed a Management Agreement with Levy, as Manager, that gives Manager the exclusive right to manage all F&B/retail operations at Humble Baron and Barrel House and to sell all F&B/retail items at those locations, including those items sold as catered services for offsite events (eg.-the distillery property). Gross receipts collected from F&B/retail sales belong to the Manager and Levy therefore is responsible for filing sales tax returns monthly under its business tax ID. Therefore, an affiliate relationship doesn't exist between NGD and Levy to treat the event billings as intercompany transactions.

Additionally, Levy is the employer and pays the HB/BHBBQ employees directly along with all other operating expenses incurred to operate the F&B/retail services. To the extent there is net positive cash available each month, Levy will remit that to HB after deducting its management fee. As Levy has been operating since the winter and into the early-Spring months, combined HB/BHBBQ operations have operated at a deficit during the soft season. That requires Levy to carry the working capital shortfall until it's reimbursed by HB/BHBBQ monthly. I see from Levy's ageing report that there is approximately \$100k in NGD catering and event invoices going back to November 2023 that have not been paid to Levy. That unfortunately means that Levy has to shoulder that working capital burden which it's not required to do under our contract.

I'm not aware of any NGD charges for services that are on HB's books that are unpaid, please let me know what you have on your books that you're referring to? If we're alluding to past cash transfers, then I think that's part of a larger discussion that we should engage in with Keith and I'm copying him here to keep him informed.

Thank you, Felicia, can you let me know when NGD can retire the outstanding receivables due to Levy?

With appreciation,
Peter

On Fri, Apr 12, 2024 at 8:56 AM <felicia.gallagher@unclenearest.com> wrote:

Peter.

There should be similar NGD charges on the HB books; so, we can discuss, but I think it is appropriate to treat these as intercompany payables/receivables between companies and reconcile monthly. With intercompany transactions, there is no actual cash that is exchanged.

Regards,

Felicia

Felicia Gallagher | SVP Finance & Planning | **Uncle Nearest, Inc.** | 3125 US-231 North | Shelbyville, TN 37160 |

C: 931.808.5378 | E: felicia.gallagher@unclenearest.com

Assistant: Delaney Still | Delaney.Still@unclenearest.com

From: Peter LaFemina <plafemina@nashwood.com>
Sent: Friday, April 5, 2024 5:59 PM
To: Felicia Gallagher <felicia.gallagher@unclenearest.com>; Nancy Gregory <nancy.gregory@unclenearest.com>
Subject: Fwd: Humble Baron Catering and House Charges

Just checking in to see if you have any questions or concerns with these UN/NGD charges due to Levy? Some of them stretch back to November, let me know what I can do to help expedite payment or facilitate any issues.

Thanks,

Peter

----- Forwarded message -----

From: Parfitt, Crystal <cparfitt@levyrestaurants.com>
Date: Fri, Apr 5, 2024 at 2:35 PM
Subject: Humble Baron Catering and House Charges
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>, Nordby, Sarah <snordby@levyrestaurants.com>, Felicia Gallagher <felicia.gallagher@unclenearest.com>, Peter LaFemina <plafemina@nashwood.com>, Rutberg, Angela <arutberg@levyrestaurants.com>

Good afternoon –

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

Please let me know and if you need assistance with payment details.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com

The logo for Levy Restaurants, featuring the word "Levy" in a red, cursive script font.

Cell: 615.202.6534

www.levyrestaurants.com

From: Parfitt, Crystal

Sent: Tuesday, March 19, 2024 4:27 PM

To: Nancy Gregory <nancy.gregory@unclenearest.com>

Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@Levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>; Peter LaFemina <plafemina@nashwood.com>

Subject: RE: [Ext] Re: Humble Baron Catering and House Charges

Good afternoon –

I hope your week is off to a great start.

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

The following billing notes will support the external customer catering invoices:

- 11/01/23 – Young Professional Series Meeting
 - This was paid by check and deposited into the previous Humble Baron account
- 11/02/23 – TN Economic Development Lunch
 - The client pre-paid Ciara prior to Levy/Infor being in place.
- 11/07/23 – Shelbyville-Bedford Partnership Annual Meeting
 - Keith agreed to pay \$6,000 for this event.
 - The remaining \$2,087 was paid for by Shelbyville-Bedford Partnership by check and also deposited into the previous Humble Baron account.

Please let me know if you have any questions or if you would like to schedule a call to review.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com



Cell: 615.202.6534

From: Parfitt, Crystal
Sent: Thursday, February 8, 2024 3:05 PM
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@Levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>
Subject: RE: [Ext] Re: Humble Baron Catering and House Charges

Sharon,

I am available at 615-202-6534 if you would like to pay with a credit card or if you have any questions.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com

The logo for Levy Restaurants, featuring the word "Levy" in a red, cursive script font.

Cell: 615.202.6534

www.levyrestaurants.com

From: Nancy Gregory <nancy.gregory@unclenearest.com>
Sent: Thursday, February 8, 2024 2:51 PM
To: Parfitt, Crystal <cparfitt@levyrestaurants.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>
Subject: [Ext] Re: Humble Baron Catering and House Charges

WARNING: This email originated from an external source and is potentially fraudulent. Do not click on links or attachments unless you are familiar with the sender.

Sharon

Please reconcile excel history. Thank you

On Thu, Feb 8, 2024 at 2:47 PM Parfitt, Crystal <cparfitt@levyrestaurants.com> wrote:

Good afternoon –

I hope you are having a great week.

Initial we thought it was the preference to include the House Charge AR on the profit sharing detail. After reviewing the balance sheet with Peter last week he would like us to bill back directly.

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

The following billing notes will support the external customer catering invoices:

- 11/01/23 – Young Professional Series Meeting
 - This was paid by check and deposited into the previous Humble Baron account
- 11/02/23 – TN Economic Development Lunch
 - The client pre-paid Ciara prior to Levy/Infor being in place.
- 11/07/23 – Shelbyville-Bedford Partnership Annual Meeting
 - Keith agreed to pay \$6,000 for this event.
 - The remaining \$2,087 was paid for by Shelbyville-Bedford Partnership by check and also deposited into the previous Humble Baron account.

Please let me know if you have any questions or if you would like to schedule a call to review.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com



Cell: 615.202.6534

www.levyrestaurants.com

--

Nancy Gregory

Controller

Uncle Nearest, Inc.

Nearest Green Distillery

3125 Hwy 231 N.

Shelbyville, TN 37160

C: 615.509.2527

nancy.gregory@unclenearest.com

EXHIBIT C

Uncle Nearest, Inc. - 001 (Consolidated)
A/P Summary
As of December 31, 2025

| Vendor | Total Open Balance |
|--|-------------------------------|
| 3 Tier Compliance | \$3,750.00 |
| 360 Marketing & Events | \$3,000.00 |
| 5475 Days LLC | \$1,000.00 |
| 580 Graphics | \$4,674.24 |
| 90 Proof, LLC | \$5,000.00 |
| Accuxel CPA | \$31,000.00 |
| Adams & Reese LLP | \$3,886.56 |
| Adenus Technologies LLC | \$576.20 |
| Advanced Spirits, LLC | \$595,350.35 |
| Affinity Technology Partners | \$229,210.47 |
| AG&E Associates | \$6,000.00 |
| Agency 21 Consulting LLC | \$38,000.00 |
| ALAIN VINY Ramp | \$260.88 |
| Alchemy Merch | \$4,500.00 |
| Alicia Cole | \$3,100.00 |
| All Star Fire Protection, Inc. | \$6,362.00 |
| Altura Leadership Consulting group | \$30,000.00 |
| American Marketing & Publishing, LLC | \$2,030.38 |
| Another Round Another Rally | \$10,000.00 |
| Aquapoint.3 LLC | \$100.53 |
| Arlington Capital Advisors | \$17,900.11 |
| Arrow Utility Resources, LLC | \$40,500.00 |
| AT&T | \$3,962.87 |
| AT&T - Fawn Weaver | \$3,735.38 |
| Athens Distributing Co of Nashville | \$2,575.05 |
| Austin Gray Design Group - AGDG | \$2,120.00 |
| Auto-Chlor System | \$3,187.69 |
| Avid Marketing Group | \$60,021.19 |
| Axper USA Inc. | \$14,140.00 |
| Badger Liquor | \$2,651.32 |
| BCI Buckeye Corrugated | \$18,501.24 |
| BCUD 0049-04100-004 | \$20.58 |
| Beaver Engineering, Inc. | \$137,435.28 |
| Bedford County Property Taxes | \$324,172.00 |
| Bedford County Utility District | \$3,622.23 |
| Belcher Sykes Harrington, PLLC | \$26,323.82 |
| Belmark Inc | \$45,592.00 |
| Benchmark Beverage | \$8.48 |
| Berkshire Hathaway Homestate Co (National Indemnity) | \$7,521.83 |
| Berlin Packaging, LLC | \$310,537.26 |
| Better Business Solutions | \$387.82 |
| Billups, LLC | \$286,258.19 |
| Black Sheep LLC- Jon Santer | \$1,500.00 |

| | |
|---|--------------|
| BLC Communications, LLC | \$67,084.50 |
| Blue Kangaroo Design LTD | \$4,322.99 |
| Blue Label Packaging Co | \$341,041.63 |
| BME Services LLC | \$110,132.36 |
| Boelter | \$29,962.72 |
| Brandon Wright | \$487.12 |
| Brewing & Distilling Analytical Services, LLC | \$3,361.12 |
| Butler Snow LLP | \$26,026.00 |
| Cabinet Lex & G | \$240.00 |
| Cape Cod & Islands Appraisal Group LLP | \$1,500.00 |
| Carlson Insurance Group LLC-AFCO | \$35,128.08 |
| Cass Services, LLC | \$10,422.00 |
| Catalyst Design Group | \$3,600.00 |
| Center Stage Merchandising | \$7,627.12 |
| Charles Ann Enterprises Inc. DBA Units of Nashville | \$266.26 |
| Charrise Gordon | \$3,265.00 |
| Chris Cabrera Culture | \$1,500.00 |
| Cincinnati Insurance | \$41,092.00 |
| Cincy Black Travel | \$2,250.00 |
| Clark's Garage Door Company | \$95.00 |
| Clear Channel Outdoor | \$271,821.21 |
| COLLIGNON SEBASTIEN | \$1,746.19 |
| Comcast/Effectv | \$255.00 |
| Conceptual Concrete Design LLC | \$7,200.00 |
| Concur Technologies, Inc | \$4,316.32 |
| Contemporary Media, Inc. | \$500.00 |
| Conversant | \$415,165.09 |
| CORE (Children of Restaurant Employees) | \$2,500.00 |
| Core Bar Consulting, LLC | \$1,500.00 |
| Corkcicle | \$5,168.77 |
| Cursive Solutions, Inc. | \$108,191.84 |
| Daisy's Po'Boy & Tavern | \$2,000.00 |
| Dash Funding Source | \$0.00 |
| Datasite | \$5,196.38 |
| David Neeley | \$442.00 |
| DC Arena LP DBA Monumental Sports and Entertainment | \$72,222.50 |
| DE LAGE LANDEN FINANCIAL SERVICES, INC | \$11,954.30 |
| Deluxe | \$193,077.40 |
| Deluxe- 20UNCNEA | \$859,695.49 |
| Distilled Resources, Inc. | \$136,594.05 |
| Distilled Spirits Council of the United States | \$30,000.00 |
| Dragon Spirits Marketing, Inc. | \$30,189.32 |
| DTALS Incorporated | \$2,763.50 |
| Duck River Electric Membership Corp. -3002 | \$11,039.54 |
| DWR Enterprises | \$2,550.00 |
| Ecolab Pest Elimination | \$23,514.36 |
| Edgartown Water Department | \$444.03 |
| Elaborate Images | \$144.99 |
| Eli Brown | \$10,000.00 |
| Elyse V Ruinn | \$500.00 |

| | |
|---|----------------|
| Epic Packaging Group | \$39,822.84 |
| Epsilon Lambda Charitable Foundation | \$2,500.00 |
| Equiano Rum | \$842,829.74 |
| ESP Fire Protection, LLC | \$1,304.00 |
| Eversource | \$1,923.42 |
| Exchange Media Group, Inc | \$12,024.00 |
| Farryn Burkham of Augusta Media | \$20,000.00 |
| FedEx | \$38.19 |
| Ferris Associates Limited | \$0.00 |
| Firebirds International, LLC | \$2,500.00 |
| Fogel & Potamianos, LLP | \$9,153.00 |
| Ford | \$1,677.99 |
| Forklift Systems Inc. | \$607.98 |
| Franklin Chamber of Commerce | \$5,000.00 |
| Franklin County Chamber Champion | \$5,200.00 |
| Freshworks | \$2,646.00 |
| FT Publications Inc | \$8,333.00 |
| Gan Assurance | \$7,872.90 |
| Genesis Global Recruiting Inc. | \$1,418,759.53 |
| Genesis Global Workforce Solutions | \$0.00 |
| Goo Goo Cluster | \$3,728.16 |
| Goodland Supply | \$0.00 |
| GooGoo Cluster | \$3,728.16 |
| Gotham Insurance | \$0.00 |
| Gradus Inc. LLC - DBA Mickey's Popcorn | \$884.64 |
| GREENBERG TRAUIG LLP | \$3,807.50 |
| Growth Ledge Agency | \$3,162.50 |
| Gunderson Dettmer | \$268,739.00 |
| Herald A | \$8,170.92 |
| Herring Technology | \$85,657.00 |
| Himmels Architectural Door and Hardware | \$5,196.26 |
| Hire Dragons | \$18,642.78 |
| HNB-Huntington Bank | \$4,726.18 |
| Hopkins Farms Broadcasting, Inc. | \$250.00 |
| Howard University | \$0.00 |
| Hudson Group (HG) Retail LLC | \$13,000.00 |
| Hue & Cry Limited | \$8,416.47 |
| Humble Baron | \$14,037.87 |
| Huntington | \$1,125.28 |
| Huntingtown Auto Spa | \$112.53 |
| Hyatt | \$900.00 |
| iGo Marketing & Entertainment | \$13,333.33 |
| iHeartMedia, Inc | \$117,799.84 |
| Imbibe Media, Inc. | \$42,105.00 |
| Incorporating Services, Ltd | \$16,461.32 |
| Industrial Logistics Group | \$1,975.00 |
| Ingram Content Group | \$22,535.10 |
| Intelligent Office of Nashville | \$4,244.80 |
| Irell & Manella LLP | \$57,194.09 |
| Isabelle Couprie | \$47,010.60 |

| | |
|--|--------------|
| IST Services & Communications | \$6,468.80 |
| ITNOLAP Pallet & Crafting, Inc. | \$1,357.00 |
| Ivy Mix | \$1,500.00 |
| Jack From Brooklyn- Deficit Funding | \$46,627.01 |
| Jazmin Gardner | \$1,316.25 |
| Johnson Brothers Maverick | \$19.96 |
| Johnson University | \$6,922.00 |
| Jonas Velarde | \$517.50 |
| Jones Distribution | \$6,453.04 |
| Journey For Good Foundation | \$12,250.00 |
| JPM Chase | \$1,731.34 |
| JT Disposal | \$68.00 |
| JumpCrew LLC | \$4,000.00 |
| Kacs Marketing | \$20,000.00 |
| Kate Gerwin | \$1,500.00 |
| Katsky Korins LLP | \$30,468.00 |
| Kentfield Marketing Group, LLC | \$407.44 |
| Koorsen Fire & Security | \$5,500.00 |
| KPMG | \$26,845.00 |
| Lakeway Publishers | \$2.00 |
| Lamar Companies | \$44,531.25 |
| Landreau Agro | \$19,645.22 |
| Launi King | \$39,937.50 |
| Lease Direct | \$318.10 |
| Lee Company | \$10,428.11 |
| Levi Gotsman | \$1,160.10 |
| Levy / Humble Baron, Inc. | \$26,056.97 |
| Life University | \$10,710.00 |
| Liquor Bottle Packaging International, LLC | \$30,147.83 |
| LocaliQ | \$9,821.95 |
| LocaliQ USA Today Network - acct 1142698 | \$24,178.60 |
| Logo Brands | \$6,233.86 |
| Logo Brands - Retail | \$15,845.89 |
| Lohr Distributing Co-Stl City | \$7.67 |
| Loomis Armored US, LLC | \$8,393.82 |
| Louisville Seventh 3PL | \$1,086.00 |
| Lush Tastings LLC | \$3,500.00 |
| Lymion Group Inc DBA Overproof | \$20,430.00 |
| Main Street Murfreesboro | \$3,000.00 |
| Mandlik & Rhodes | \$1,233.75 |
| Maplebear Inc. DBA Instacart | \$20,612.21 |
| Marabou, Inc F/S/O Jeffrey Wright | \$600,000.00 |
| Marshall's Haute Sauce | \$1,100.00 |
| MarkeTeam, Inc | \$2,600.00 |
| Martignetti | \$134.00 |
| Mary Gonzales Ramp | \$1,299.00 |
| Matanguy SAS | \$77,496.98 |
| Matthew Herman | \$12,000.00 |
| MCC Magazines, LLC | \$3,500.00 |
| Melcher Media | \$50,733.45 |

| | |
|---|----------------|
| Melisa Morales Velazquez | \$312.00 |
| Mercedes Auto Payment | \$1,306.48 |
| Mercury Design Studio | \$17,500.00 |
| Metro Lynchburg | \$29.17 |
| Metropolitan Moore Co Utility | \$74.29 |
| Michael George | \$10,000.00 |
| Mickey's Popcorn | \$884.64 |
| Midwest Promotional Models Inc | \$4,344.19 |
| Milano Promotional Services, Inc | \$554.29 |
| Miller Barondess, LLP | \$91,529.13 |
| Minuteman Press | \$121.74 |
| Monalto Corporate Events, Inc. | \$1,207,126.30 |
| Mora Chagoya | \$459.50 |
| Morgan, Lewis & Bockius LLP | \$287,999.92 |
| Movie Prod | \$2,619.45 |
| Mustard Seed Restaurant 2 LLC dba Daisy's Po'Boy & Tave | \$2,000.00 |
| Myers Concert Productions | \$500.00 |
| Nashville Communications | \$13,252.35 |
| Nashwood | \$50,000.00 |
| National Museum of African American Music | \$5,000.00 |
| Nationwide Distribution Services, Inc | \$41,021.87 |
| Newpoint Advisors Corp. | \$28,437.58 |
| Nicholas A Sensley | \$21,049.00 |
| Nicole Rush | \$7,500.00 |
| Ninety Proof Media | \$5,000.00 |
| North Mill Equipment Finance | \$1,004.29 |
| Northstar Spirits | \$173.68 |
| Nuso, LLC | \$6,450.86 |
| Oakdale Golf & Country Club | \$2,600.00 |
| Oasis W & S, LLC | \$43.62 |
| Odom NW Beverages | \$114.92 |
| Omar Seneriz | \$2,300.00 |
| Optima Program | \$2,234.00 |
| Oracle America Inc | \$581,000.33 |
| Oracle Netsuite | \$3,832.25 |
| OS3D Visualization & Design INC | \$9,500.00 |
| Otis and Rosie Brown Foundation, Inc | \$500.00 |
| Owner: Square One / Remit To: Industrial Logistics Group LI | \$1,975.00 |
| Pacers Basketball LLC | \$16,068.00 |
| Packaging Corporation of America | \$59,841.66 |
| Patrick Henry Creative Promotions | \$1,500.00 |
| PayBev LLC | \$13,880.00 |
| Paypal | \$1,822.20 |
| Pendleton Group LLC | \$2,000.00 |
| Pj's Hvac and Repair | \$3,346.00 |
| PKF Arsilon | \$1,334.04 |
| PLCS Premier Luxury Car Service | \$2,068.85 |
| Pollinate Inc. | \$660,706.96 |
| Poppy & Peep -Retail | \$5,700.00 |
| Possessed by Spirits Inc | \$1,500.00 |

| | |
|--|--------------|
| Prashant Dongare | \$3,870.58 |
| Pratt Corrugated Holdings, Inc | \$277,691.10 |
| Pride Home Solutions | \$17,287.51 |
| Procopio, Cory, Hargreaves & S | \$145,338.68 |
| Progress Wine Group- FL | \$126.24 |
| Provi | \$0.01 |
| Pye Barker Fire & Safety | \$6,362.00 |
| Questex LLC | \$41,510.96 |
| R&S Flooring LLC | \$2,500.00 |
| Randstad | \$91,269.55 |
| Ranger Station | \$525.24 |
| Republic National Distributing Company | \$22.82 |
| ReserveBar Holdings Corp | \$7,800.00 |
| RNDC, Montgomery, AL | \$89.82 |
| RNDC-NWS, LLC (formerly NWS) | \$36.20 |
| Rose Construction | \$3,400.11 |
| Roy & Associates CPA P.C. | \$1,500.00 |
| Rusken Packaging | \$8,874.25 |
| Rutherford County Chamber of Commerce | \$10,000.00 |
| S.A.S. Domaine D'Anatole | \$110.17 |
| Salary.com LLC | \$15,999.00 |
| San Diego Spirits Festival | \$16,560.00 |
| Sarah d Sousa | \$12,000.00 |
| Sarl eta Pierra Baudin | \$27,965.12 |
| Savariau | \$3,697.89 |
| Scorp Promo, Inc. | \$10,803.28 |
| Sean Carr | \$675.00 |
| Selas FTPA | \$2,840.24 |
| SevenFifty | \$800.00 |
| Shared Spirits, LLC. | \$10,225.00 |
| Shedd Aquarium | \$5,000.00 |
| Shelbyville Grand | \$13,000.00 |
| Shelbyville Lions Club | \$650.00 |
| Shelbyville-Bedford Partnership | \$20,000.00 |
| Sheralyn Bradley | \$3,712.74 |
| Sigma Supply of North America | \$4,597.23 |
| Signet | \$1,977.00 |
| Slicker Beverage Insights | \$58,704.97 |
| Social Coast Mobile Beverage Co. | \$19,851.00 |
| Southern Smoke Foundation | \$2,500.00 |
| Spector | \$797.46 |
| Speed Rack Inc | \$48,000.00 |
| SpeedPro | \$75.00 |
| Spirits Bartending Service LLC | \$3,712.74 |
| SquareWorks Consulting | \$15,518.00 |
| State of Tennessee Elevator Unit | \$90.00 |
| Steven Aturo | \$3,575.54 |
| Straight Up Collective, LLC | \$19,400.00 |
| Stratus of Nashville | \$1,125.00 |
| SUCO | \$2,250.00 |

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|---|--------------|
| Sunbelt Rentals | \$437.22 |
| Susan A Davidson | \$740.00 |
| Sysco | \$7,355.06 |
| System Scales Corp - Construction | \$1,239.00 |
| T2D Concepts LLC | \$2,000.00 |
| Tanisha Gaines | \$120.00 |
| Taylor Wessing | \$6,670.49 |
| Tennessee Department of Revenue - F&E Tax | \$66,012.93 |
| Tennessee Distilling Group | \$107,128.00 |
| Tennessee Logos, LLC | \$1,373.00 |
| Terracon Consultants, Inc | \$130,617.88 |
| Terrell Maddox | \$9,539.07 |
| The Brand Guild | \$246,296.81 |
| The Celebration | \$90,000.00 |
| The Cincinnati Insurance Companies | \$65,379.00 |
| The Express | \$274.38 |
| The Formulation Group | \$17,000.00 |
| The Keystone Group LLC | \$13,084.00 |
| The Mather Group, LLC | \$30,000.00 |
| The Monroe Companies, LLC | \$3,000.00 |
| The Only IMPACT Magazine LLC | \$1,000.00 |
| The UPS Store | \$4,499.32 |
| Thompson Burton PLLC | \$32,345.71 |
| Thoroughbred Spirits Group, LLC | \$29,915.84 |
| Thousand Oaks Barrel Co. | \$3,417.95 |
| Threds Inc | \$1,061.42 |
| ThreeStone Solutions LLC | \$10,425.00 |
| Tiffanie Barriere | \$1,500.00 |
| Tim Wiencek | \$2,800.00 |
| TN Dept of Environment & Conservation | \$1,974.83 |
| TN Dept of Revenue | \$8,029.69 |
| TN Labor & Workforce Development | \$150.95 |
| Tom Attwater Media | \$1,928.00 |
| Top Shelf Promotions, Inc. | \$11,747.48 |
| Total Quality Logistics | \$13,342.26 |
| Town of Edgartown | \$9,405.68 |
| TQL | \$11,325.46 |
| Tri Star Outdoors | \$300.00 |
| Tricorbraun Inc | \$423,025.99 |
| Triple Seat Software | \$528.06 |
| Troutman Pepper Locke LLP | \$116,066.50 |
| True North Consulting, LLC | \$170,750.00 |
| Uline | \$7,296.33 |
| UN/Empire | \$262,186.38 |
| Unifirst Coporation | \$3,246.30 |
| Unishippers | \$311.41 |
| United States Bartenders' Guild Inc. | \$1,500.00 |
| Upworks | \$17,262.67 |
| US Event Management | \$2,172.34 |
| US Standard Products Corp | \$1,560.90 |

| | |
|--------------------------------------|------------------------|
| VentraOps | \$199,120.00 |
| Verizon Business | \$7,814.12 |
| Vermont Information Processing, Inc, | \$13,993.22 |
| Villela CPA PLLC | \$15,000.00 |
| Virginia Tech University | \$20,273.50 |
| Vokent LLC | \$1,828.82 |
| Wedland Group | \$289,308.20 |
| Whistle Pig Rye | \$30,713.05 |
| WhistlePig, LLC | \$31,805.35 |
| White Door Events | \$1,168.98 |
| Willscot - Mobile Mini | \$16,031.47 |
| Wine Warehouse - | \$1,134.12 |
| Zimcal Asset Managment | \$0.00 |
| Zucconi Idea Agency Inc | \$3,500.00 |
| Unidentified Vendor | \$3,878,143.43 |
| TOTAL: | <u>\$20,143,518.23</u> |

bank statement showing that **there is not a single transaction between 4FS and any of the Uncle Nearest Entities**. The Receiver's spreadsheets indicate that he has identified one transaction where 4FS paid \$25,000 to Uncle Nearest and one transaction where Uncle Nearest paid \$39,000 to 4FS. However, the bank statements for 4FS, which are attached hereto as **Exhibit 2**, show neither of those alleged transactions. Consequently, there is no documentary support for the alleged transactions and, in any event, there is no evidence that the transactions, even if they existed, were improper or lacked a business purpose.

2. 4FS is a Tennessee limited liability company that was formed on September 28, 2023.³ Keith Weaver is a minority member of 4FS and does not hold a controlling share of that company.⁴ The majority member of 4FS is not a shareholder of and has no connection to the Uncle Nearest Entities.⁵

3. 4FS has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the "Uncle Nearest Entities").⁶

4. 4FS has its own bank accounts and maintains its accounting functions and operations independent of any of the Uncle Nearest entities.⁷ 4FS is not, and has never been, liable for the alleged debts of the Uncle Nearest entities to Farm Credit.⁸ 4FS has not pledged any assets to secure the debts of the Uncle Nearest entities to any creditor, including Farm Credit.⁹ 4FS holds no property that is an asset of any of the Uncle Nearest entities or of the Receivership Estate.¹⁰

³ Exhibit 1, ¶ 49.

⁴ Exhibit 1, ¶ 49.

⁵ Exhibit 1, ¶ 49.

⁶ Exhibit 1, ¶ 50.

⁷ Exhibit 1, ¶ 51.

⁸ Exhibit 1, ¶ 51.

⁹ Exhibit 1, ¶ 51.

¹⁰ Exhibit 1, ¶ 51.

5. The Receiver has all requested bank statements relating to 4FS.¹¹ Those bank statements reflect no transactions between 4FS and any of the Uncle Nearest entities or any transactions that are even related to Uncle Nearest – not a single transaction.¹² The Receiver has not requested any records from 4FS other than bank statements, and all such requested records have been provided.¹³

6. In the Receiver’s Declaration, the Receiver erroneously aggregates transactions between the Non-Parties, between the Non-Parties or Receivership Entities with “Unknown Accounts,” and between the Non-Parties and the Receivership Entities, and concludes that the volume of such transactions is, itself, evidence of commingling. First, his argument that transactions between Non-Parties, which do not involve the Receivership Entities, is somehow evidence of commingling with the Receivership Entities completely defies logic. Likewise, his argument that transactions between the Non-Parties or Receivership Entities with “Unknown Accounts” is evidence of commingling between the Non-Parties and the Receivership Entities is hard to even comprehend. His inability to identify the “Unknown Accounts” is simply evidence that he has not done even a basic amount of due diligence on this matter and nothing more. Finally, his assertion that the quantity of transactions between the Non-Parties and the Receivership Entities is evidence of commingling without reference to the specifics of the particular transactions and without any evidence of a lack of legitimate business purpose to each such transaction is invalid. The simple fact that a transaction or transactions occurred is not evidence of commingling in the absence of proof that the transactions lacked a legitimate business purpose for each entity involved in the transaction.

¹¹ Exhibit 1, ¶ 52.

¹² Exhibit 1, ¶ 52.

¹³ Exhibit 1, ¶ 52.

7. To the extent that the Receiver bases his argument on his need for further information about transactions, the Receiver has not demonstrated that placing 4FS in receivership is the least intrusive way to get that information. The Receiver has not requested any information from 4FS other than the bank records, all of which have been provided.¹⁴ The Receiver has not asserted or alleged that he has requested any information from 4FS that has not been provided. Consequently, the Receiver hasn't even taken the first most basic step to obtain information regarding transactions between 4FS and the Receivership Entities, much less sought to subpoena documents or depose relevant individuals regarding such transactions. Clearly, less intrusive measures than receivership are available to obtain information relating to the transactions. Consequently, placing 4FS in receivership is unwarranted and inappropriate.

8. The Receiver has not identified any specific property held by 4FS that is property of the Receivership Estate. In fact, neither 4FS nor any of its assets is property of the Receivership Estate.¹⁵

ARGUMENT

9. In this diversity action, the law of Tennessee is applicable.¹⁶ The Movants seeking to include 4FS in the receivership have the burden of proving entitlement to that relief.¹⁷

¹⁴ Exhibit 1, ¶ 52.

¹⁵ Exhibit 1, ¶ 51.

¹⁶ "Federal diversity jurisdiction provides an alternative forum for the adjudication of state-created rights, but it does not carry with it generation of rules of substantive law." *Gasparini v. Ctr. for Humans., Inc.*, 518 U.S. 415, 426-27, 116 S. Ct. 2211, 135 L. Ed. 2d 659 (1996). "Under the Erie doctrine, federal courts sitting in diversity apply state substantive law and federal procedural law." *Id.* at 427; *see also Kepley v. Lanz*, 715 F.3d 969, 972 (6th Cir. 2013) ("In diversity cases, a federal court must rely upon the substantive law of the forum state.").

¹⁷ *See Taylor Steel, Inc. v. Keeton*, 417 F.3d 598, 607 (6th Cir. 2005)(holding that party seeking to pierce corporate veil bears the burden of proof); *Oceanics Schools, Inc. v. Barbour*, 112 S.W.3d 135, 140 (Tenn. Ct. App. 2003)("The party wishing to pierce the corporate veil has the burden of presenting facts demonstrating that it is entitled to this equitable relief.")(citing *Schlater v. Haynie*, 833 S.W.2d 919, 925 (Tenn. Ct. App. 1991)).

10. As the Court noted in its September 30 Order, “[c]ourts have broad power and wide discretion to oversee the administration of a receivership.”¹⁸ Further, the Court has the power to expand a receivership where the expansion is necessary to effectively safeguard assets of the receivership.¹⁹ It is noteworthy that the vast majority of federal cases dealing with federal equity receiverships arise in securities fraud cases instituted by the SEC or other consumer fraud contexts. In the context of diversity jurisdiction, the courts have found that “[a] receiver is an extraordinary equitable remedy that is only justified in extreme situations.”²⁰

11. The cases addressing this issue indicate that expansion of a receivership estate should be done only “with utmost caution and justified only where there is a necessity to protect a party’s interest in property, legal and less drastic equitable remedies are inadequate, and the benefits of receivership outweigh the burdens on the affected parties.”²¹ Where the requested expansion of a receivership is to bring in another company based on the doctrine of alter ego, the Court “must find that the party was an actor in the course of conduct constituting the abuse of corporate privilege – . . . [the court] may not apply the doctrine to prejudice an innocent third party.”²²

12. In analyzing the viability, or lack thereof, of the alter ego claims, in addition to applying federal law factors, the Court should also look to applicable state law requirements relating to alter ego.²³ Since the instant case is based on diversity jurisdiction, not federal question

¹⁸ *Consumer Fin. Prot. v. Strafs, LLC*, No. 24-CV-40-EAW-MJR, 2025 U.S. Dist. LEXIS 98061, at *28 (W.D.N.Y. May 22, 2025)

¹⁹ *See id.*

²⁰ *See, e.g., Rochester MSA Bldg. Co. v. UMB Bank, N.A.*, 2022 U.S. Dist. LEXIS 6184, at *17 (D. Minn. 2022)(quoting *Aviation Supply Corp. v. R.S.B.I. Aerospace, Inc.*, 999 F.2d 314, 316 (8th Cir. 1993)).

²¹ *CCUR Aviation Fin., LLC v. S. Aviation, Inc.*, No. 21-cv-60462-BLOOM/Valle, 2021 U.S. Dist. LEXIS 83769, *5 (S.D. Fla. May 3, 2021)(quoting *SEC v. Complete Bus. Sols. Grp.*, 2020 U.S. Dist. LEXIS 253062, at *2 (D. Nev. 1985).).

²² *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

²³ *See id.*

jurisdiction, and the claim at issue here is a simple breach of contract claim, not a securities fraud claim, the Court should look to state law in determining the alter ego question. Furthermore, since the receivership is merely a procedural mechanism, not a form of relief, and since 4FS has no existing obligations to Farm Credit, Farm Credit would ultimately have to prove alter ego status under Tennessee law in order to actually make 4FS liable for any debts owed by Uncle Nearest to Farm Credit. Consequently, even if federal law still controls the question of expansion of the receivership, a relevant factor for the Court to consider within the federal standards is whether Farm Credit has a reasonable likelihood of maintaining a claim for alter ego under state law based on the facts presently before the Court.

13. In applying the federal factors first, as set forth in the Court’s September 30 Order, neither the Receiver nor Farm Credit has identified any specific assets of the receivership that are to be protected with respect to 4FS. So, out of the gate, the Movants’ effort to expand the receivership to include 4FS must fail because the expansion of the receivership is not necessary “to safeguard assets and prevent their dissipation.” Further, Farm Credit has not established that 4FS was funded by proceeds of some fraudulent scheme perpetrated by Uncle Nearest or any other bad actor, as is sometimes used to justify expanding receiverships to non-parties in cases where the public at large has been defrauded, such as in securities fraud actions and consumer fraud cases.²⁴ This receivership is based on a breach of contract claim, not a fraud claim.

14. The Movants’ effort also fails because they can’t meet the bare requirements that would be relevant to a determination that 4FS should have a receiver appointed. The Motion to Clarify and the Statement by Farm Credit go far beyond what is simply an effort to protect assets that are property of the receivership from dissipation—this is an effort to wrest control over 4FS

²⁴ See, e.g., *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

based on mere allegations of potential facts and on factors significantly less rigorous than the very factors that the Court required to be considered in appointing the Receiver over Uncle Nearest in the first place. While Uncle Nearest had pledged all of its assets to secure the debt to Farm Credit, 4FS is not liable on any debts to Farm Credit and has not pledged any of its assets to secure debts owed to Farm Credit. 4FS is not a party to the Loan Documents and it has not defaulted on any obligations to Farm Credit. 4FS should have at least an equivalent right to the same analysis and burden of proof for divesting its board of control over the business as Uncle Nearest's board had in its defense of the initial Receivership Motion.

15. In the deciding the Receivership Motion, this Court noted multiple factors used by courts in the Sixth Circuit:

- (1) Whether the property at issue is in imminent danger of being lost, concealed, injured, diminished in value, or squandered;
- (2) Whether the Defendants have engaged in fraudulent conduct;
- (3) Whether legal remedies are inadequate;
- (4) Whether less drastic equitable remedies are available;
- (5) The likelihood that the appointment of a receiver would do more good than harm;
- (6) Whether there is inadequate security for the debts; and
- (7) Whether the debtor is insolvent.²⁵

16. Even if all of the allegations in the Motion to Clarify, Farm Credit's Statement, and the Receiver's other filings were assumed factually correct (they are not), those allegations still fail to establish the factors necessary for the appointment of a receiver with respect to 4FS. The Movants have not identified any specific "property at issue" held by 4FS in which the Receivership Estate has an interest, much less made any showing that such property is in imminent danger of

²⁵ Dkt. 32, at 4 (citing *Pension Benefit Guar. Corp. v. Evans Tempcon, Inc.*, 630 F. App'x 410, 414 (6th Cir. 2015)).

being diminished. The Movants have made no showing that 4FS has engaged in fraudulent conduct. Farm Credit has no legal or equitable remedies to assert against 4FS because 4FS is not obligated on any of the Farm Credit Loans, so there is no basis to say the legal remedies are inadequate or that less drastic equitable remedies are not available or even justified.

17. Expansion of the Receivership to include 4FS would do more harm than good. Placing this entity in receivership and saddling the company with the expenses of the Receiver and his multitude of professionals would cause a significant increase in expenses for the company and the negative publicity that would impact its business and investments. Further, such action would ultimately not benefit the Receivership Estate at all because there is no proof that would support a finding of alter ego status in any final judgment. Thus, the known actual harm to the company of placing it in receivership would significantly outweigh any prospective unknown, likely unrealizable, potential benefit of putting the company into receivership.

18. Since 4FS is not obligated on the Farm Credit Loans and holds no collateral securing those Loans, the question of the adequacy of Farm Credit's security has no relevance.

19. Finally, Farm Credit has not provided any material evidence that 4FS is insolvent or has been funded by assets of the Corporate Defendants. In sum, with respect to 4FS, the Movants cannot prove any of the same factors with respect to 4FS that this Court weighed in determining that Uncle Nearest should be under receivership control.

20. Since the Movants are disguising a general piercing of the corporate veil argument in the form of expansion of the receivership without identifying a single asset held by 4FS that is collateral to Farm Credit or that belongs to the Receivership Estate, the effort should be dismissed

out of hand as inappropriate. At a minimum, the Movants should be required in this diversity action to meet the standard for piercing the corporate veil under state law.²⁶

21. The Sixth Circuit has held that “[u]nder the long-standing *Erie* doctrine, in actions brought in federal court invoking diversity jurisdiction, a court must apply the same substantive law as would have been applied if the action had been brought in a state court of the jurisdiction where the federal court is located.”²⁷ “When the success of a state law claim brought in federal court under diversity jurisdiction is dependent on piercing the corporate veil, this question of substantive law is governed by the law of the state in which the federal court sits.”²⁸ Since this Court sits in Tennessee, Tennessee law is applicable with respect to the question of piercing the corporate veil and alter ego analysis.

22. In 2025, in *Youree v. Recovery House of E. Tenn., LLC*,²⁹ the Tennessee Supreme Court comprehensively addressed the state of the law in Tennessee regarding “alter ego” claims and piercing the corporate veil. First, the court noted that the term “alter ego” was simply a “rhetorical device or picturesque term” that only confuses the fact that what is actually sought is piercing of the corporate veil.³⁰ The court also recognized that corporate separateness is presumed and that Tennessee courts give substantial weight to that presumption.³¹

23. The court then confirmed the three elements, first articulated in *Continental Bankers Life Insurance Co. of the South v. Bank of Alamo*,³² that have to be proved in order to pierce a corporate veil as follows:

²⁶ See *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985).

²⁷ *Corrigan v. U.S. Steel Corp.*, 478 F.3d 718, 723 (6th Cir. 2007)(citing *Equitable Life Assurance Soc’y of the U.S. v. Poe*, 143 F.3d 1013, 1016 (6th Cir. 1998)).

²⁸ *Id.*

²⁹ 705 S.W.3d 193, 206-12 (Tenn. 2025).

³⁰ *Id.* at 208.

³¹ *Id.* at 207.

³² 578 S.W.2d 625 (Tenn. 1979).

- (1) Control over the entity, not only of finances, but of policy and business practice in respect to the transaction under attack, so that the entity, as to that transaction, had no separate mind, will, or existence of its own;
- (2) The control must have been used to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of a third party's rights; and
- (3) The control and fraud, wrong, violation, or injustice must have proximately caused the injury or unjust loss complained of.³³

24. The *Youree* court further found that certain factors outlined in *Federal Deposit Ins. Corp. v. Allen*,³⁴

have their place in the analysis . . . [but] do not constitute a separate test. They are merely a list of circumstances that often may be relevant to the existence of one or more of the three *Continental Bankers* elements. Thus, the eleven circumstances listed in *Allen*, or any other relevant circumstance, may be used in determining whether the three required elements from *Continental Bankers* have been established.³⁵

The *Allen* factors are as follows:

Factors to be considered in determining whether to disregard the corporate veil include not only whether the entity has been used to work a fraud or injustice in contravention of public policy, but also: (1) whether there was a failure to collect paid in capital; (2) whether the corporation was grossly undercapitalized; (3) the non-issuance of stock certificates; (4) the sole ownership of stock by one individual; (5) the use of the same office or business location; (6) the employment of the same employees or attorneys; (7) the use of the corporation as an instrumentality or business conduit for an individual or another corporation; (8) the diversion of corporate assets by or to a stockholder or other entity to the detriment of creditors, or the manipulation of assets and liabilities in another; (9) the use of the corporation as a subterfuge in illegal transactions; (10) the formation and use of the corporation to transfer to it the existing liability of another person or entity; and (11) the failure to maintain arm's-length relationships among related entities.³⁶

The *Youree* court then further cautioned

that checking items off a list is not a substitute for a purposive analysis of whether the *Continental Bankers* elements have been established. Regardless of the specific

³³ *Id.* at 637.

³⁴ 584 F. Supp. 386 (E.D. Tenn. 1984).

³⁵ *Youree*, 705 S.W.3d at 211.

³⁶ *Id.* at 210 (quoting *Allen*, 584 F. Supp. at 397).

circumstances at issue, they must demonstrate all three elements of control, wrongdoing, and causation.³⁷

25. Since the Motion before the Court is not predicated on protecting any specific assets of the Receivership, it should be treated as simply a claim to pierce the corporate veil and should be granted or denied based on whether Farm Credit can carry its burden to prove that such 4FS is an alter ego of Uncle Nearest under Tennessee law.

26. As the Tennessee Supreme Court recently pronounced, the factors relevant to determining whether to pierce the corporate veil are those factors originally set forth in the *Continental Bankers* case. Neither the Receiver's Motion to Clarify nor Farm Credit's Statement address in any meaningful way this applicable standard with respect to 4FS.

27. As to the first *Continental Bankers* element—"[c]ontrol over the entity, not only of finances, but of policy and business practice in respect to the transaction under attack, so that the entity, as to that transaction, had no separate mind, will, or existence of its own"—the only transactions at issue have been explained and do not show that 4FS exercised control over the finances, policy, or business practices of any of the Uncle Nearest Defendants, or vice versa. The finances of 4FS and the Uncle Nearest entities were completed through separate and distinct bank accounts and were arms-length transactions.

28. As to the second *Continental Bankers* element—"The control must have been used to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or to commit a dishonest and unjust act in contravention of a third party's rights"—the Movants have not submitted any evidence that 4FS controlled Uncle Nearest, or vice versa, in order to commit fraud or wrong, perpetuate the violation of a statutory or positive legal duty, or to commit a dishonest and unjust act in contravention of a third party's rights.

³⁷ *Id.* at 212.

29. As to the third *Continental Bankers* element—“The control and fraud, wrong, violation, or injustice must have proximately caused the injury or unjust loss complained of”—since Farm Credit has failed to even establish facts sufficient to satisfy the first two elements, it is impossible for Farm Credit and the Receiver to prove that the first two elements were the proximate cause of any injury or unjust loss to Farm Credit or any other creditor. The transactions that have been identified by Farm Credit are all legitimate transactions supported by documentation and business purposes that benefited Uncle Nearest. There is no proximate causation to any injury alleged by Farm Credit.

30. In sum, application of the *Continental Bankers* factors to 4FS shows that the Movants have not met, and cannot meet, their burden of proof.

WHEREFORE, 4FS respectfully requests that the Court decline to expand the receivership to include 4FS or its assets and grant such other and further relief as is appropriate.

Respectfully submitted,

MANIER & HEROD, P.C.

/s/ Michael E. Collins

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Counsel for 4FS

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2026, the foregoing document was served on all parties registered to receive electronic notice via the Court's CM/ECF system.

/s/ Michael E. Collins

Michael E. Collins

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

| | | |
|--------------------------------------|---|--------------------------------|
| FARM CREDIT MID-AMERICA, PCA, |) | |
| |) | |
| Plaintiff, |) | Case No. 4:25-cv-38 |
| |) | |
| v. |) | Judge Atchley |
| |) | |
| UNCLE NEAREST, INC., et al., |) | Magistrate Judge Steger |
| |) | |
| Defendants. |) | |
| |) | |

**DECLARATION OF KEITH WEAVER REGARDING MOTION FOR
CLARIFICATION OF ORDER APPOINTING RECEIVER [DKT. 39]**

I, Keith Weaver, declare under penalty of perjury as follows:

1. I am, and was at all times relevant to this matter, more than eighteen (18) years of age.

2. I do not hold any shares or ownership interest in Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

Humble Baron, Inc. (“Humble Baron”)

3. Humble Baron is a Delaware C Corporation that was incorporated on January 26, 2021. Humble Baron is owned 100% by a blind trust for which I am the sole beneficiary. Humble Baron is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

4. Humble Baron operates a bar called the Humble Baron Bar, which is located at Nearest Green Distillery (“NGD”). The Humble Baron Bar is a full-service bar that serves Uncle Nearest’s products as well as branded spirits manufactured by other distilleries. Contrary to the

false assertions made by Farm Credit, Humble Baron leases the premises from Uncle Nearest Real Estate Holdings, LLC (“UNRE”) pursuant to that certain Commercial Lease Agreement dated March 1, 2023 (the “Lease”), as amended by that certain First Amendment to Commercial Lease Agreement dated February 1, 2025 (the “Lease Amendment”) (with the Lease, the “Amended Lease”). The term of the Lease was extended by the Lease Amendment and runs to February 28, 2030, with additional extension options. True and correct copies of the Lease and the Lease Amendment are Weaver Exs. 26 and 27, respectively. Pursuant to the Amended Lease, the Landlord is responsible for payment of all utilities related to the Premises and all repairs and maintenance for the building and common elements.

5. Humble Baron has its own tax id number that is distinct from the tax id numbers for the Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”). Humble Baron has its own bank accounts separate and apart from the bank accounts held by the Uncle Nearest Entities. All transactions between Humble Baron and the Uncle Nearest Entities have been supported by legitimate business purposes and consideration.

6. The ERP system used for Humble Baron is a food and beverage specific accounting system/ERP called “R365.” It is not used by or connected in any way to the Uncle Nearest entities.

7. Humble Baron is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Humble Baron has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Humble Baron holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

8. In addition to its on-premise sale of alcohol, Humble Baron undertakes sales of retail merchandise online, exploration of locations for future growth, and various creative works

under development (TV shows, film, books, etc.). Other than lessor/lessee relationship and the physical presence of the Humble Baron Bar on the premises of NGD, there is no connection of Humble Baron to the Uncle Nearest Entities and neither of the companies exercises control over the other. Humble Baron has its own employees (separate payroll), bank accounts, vendors, clients, financial statements, etc. Humble Baron provides the use of its facilities to Uncle Nearest and NGD for events, and invoices for fees and expenses related to such use. The ability of Uncle Nearest and NGD to obtain use of the Humble Baron bar for events is a key marketing tool for those companies.

9. Because Humble Baron sells spirits on-premise by the glass, the ownership and control of Humble Baron is required under applicable law to be completely separate, directly and indirectly, from the ownership and control of Uncle Nearest, Inc. and Nearest Green Distillery in accordance with applicable three-tier/tied house laws.

10. Levy Premium Foodservice Limited Partnership (“Levy”) is a management company that previously provided comprehensive management and operational services, including event management, to Humble Baron and Shelbyville Barrel House BBQ, LLC under a Management Agreement. During the term of the Management Agreement, Levy provided certain services related to various events, including certain Uncle Nearest events, held by Nearest Green Distillery and/or Uncle Nearest Inc. on the premises of the Nearest Green Distillery and the Humble Baron Bar. These events were solely for the benefit of Uncle Nearest and/or Nearest Green Distillery and the costs associated with such events were the direct obligation of Uncle Nearest and/or Nearest Green Distillery, as applicable. Attached as **Exhibit A** are invoices issued by “Levy / Humble Baron” to Nearest Green Distillery evidencing the distillery’s direct obligations relating to Levy’s services.

11. Attached as **Exhibit B** is correspondence maintained by the Company in the ordinary course of business from Peter LaFemina to Felicia Gallagher dated April 12, 2024, advising that the outstanding balance due from NGD to Levy on account of services provided for NGD was approximately \$100,000 as of April 12, 2024. In that correspondence, Mr. LaFemina requests on behalf of Humble Baron that Nearest Green Distillery pay its due balance to Levy. This correspondence is also direct evidence that the operations of Humble Baron and Uncle Nearest/Nearest Green Distillery were not commingled and that the corporate forms were maintained. The Uncle Nearest Accounts Payable register as of June 12, 2025, which is Farm Credit Ex. 7, shows an open a/p balance owed to “Levy / Humble Baron” as of July 1, 2024 of \$134,501.06.

12. On August 1, 2024, Levy filed a complaint against Shelbyville Barrel House BBQ, LLC and Humble Baron, Inc. seeking to recover unpaid management fees, including fees related to the events that were for the sole benefit of Nearest Green Distillery (the “Levy Complaint”). I was directly involved in the lawsuit and have personal knowledge of the claims involved and the resolution of those claims.

13. Although Uncle Nearest, Inc and NGD were not named directly as defendants, the claims asserted by Levy in the Levy Complaint included amounts that were for Uncle Nearest and the Nearest Green Distillery. Counsel for Humble Baron and Shelbyville Barrel House BBQ, LLC, in discussions with the management of Uncle Nearest, determined that it would not be necessary to join Uncle Nearest or NGD as a third-party defendants because those parties were agreeable to pay their portion of any agreed settlement. The lawsuit was ultimately settled through the Settlement Agreement dated March 18, 2025 (the “Levy Settlement Agreement”). A true and correct copy of the Levy Settlement Agreement is in evidence as Farm Credit Ex. 14. Per the

Settlement Agreement, a series of payments were to be made to Levy to resolve its claims, which included the claims relating to the obligations of Nearest Green Distillery. In order to resolve the portion of the Levy Settlement Agreement attributable to Nearest Green Distillery, it was agreed between Humble Baron, Uncle Nearest, Inc., and NGD that Uncle Nearest would make the payment directly to Levy in furtherance of the Settlement. Thus, the payment by Uncle Nearest, Inc. to Levy was for its own obligations or obligations of Nearest Green Distillery, not obligations of Humble Baron.

14. Humble Baron holds the Guinness World Record for the longest bar. That designation was requested by Uncle Nearest, Inc. and NGD as an effort to promote tourism to the distillery. Humble Baron's focus is on local marketing, not national marketing. In other words, Humble Baron's business is primarily focused on attracting local patrons that don't have any interest in whether the bar is the longest bar in the World. NGD and Uncle Nearest, Inc., on the other hand, thrive on tourism such that having the added attraction of the World's longest bar creates additional incentive for travelers to make the trip to the distillery and connect with the brand. Consequently, while Humble Baron was willing to have the longest bar in the world recognition, it was not willing to fund the cost for such an effort, which would primarily and significantly benefit Uncle Nearest and NGD. Accordingly, Uncle Nearest and NGD agreed to fund the effort to obtain the longest bar world record from Guinness. The payment of that expense was not for Humble Baron's benefit, but for the direct benefit of Uncle Nearest and NGD.

15. The Humble Baron bar and the Guinness World Record are featured prominently on the Uncle Nearest website as well as in the Nearest Green Distillery facility. On the Uncle Nearest website, a prominent link to the Humble Baron website is on the main page and that link opens to a page stating, "EVERYONE HAS A SEAT AT THE LONGEST BAR IN THE WORLD." The

Humble Baron Bar itself sits in the main tourist building of the Nearest Green Distillery and visitors to the facility walk directly through the distillery's gift shop and tasting room in order to enter the Humble Baron bar. The value to Uncle Nearest of Humble Baron's location at the distillery and its longest bar in the World designation is significant.

16. Humble Baron holds no property that is property of the Uncle Nearest Entities or the Receivership Estate. The Receiver has not requested any records from Humble Baron other than bank statements and all such requested records have been provided.

17. Since its inception, Humble Baron has operated at a financial loss while investing in the infrastructure, staffing, and brand development necessary to establish a viable hospitality enterprise. In 2024 and 2025, Humble Baron implemented a structured turnaround strategy focused on hosting high-profile public events and securing private event buyouts designed to generate sufficient revenue to move the business toward profitability. These initiatives required substantial advance financial commitments, marketing expenditures, and operational investments. Humble Baron, Inc. exclusively bore all such expenditures. It maintains its own bank accounts, payroll, tax identification number, accounting systems, and financial statements separate and apart from the Uncle Nearest Entities. No funds from any of the Uncle Nearest Entities were used to finance these efforts.

18. Although Humble Baron is legally and operationally separate from the Uncle Nearest Entities, the pending litigation and appointment of a receiver over those entities have materially and adversely affected Humble Baron's business operations. Because the Humble Baron Bar is physically located on the Nearest Green Distillery property, and I am publicly associated with the broader brand, the receivership proceedings have created marketplace uncertainty among customers, vendors, and employees. Since the initiation of the receivership

process, Humble Baron's revenue has declined approximately 30% year-over-year. Event bookings have slowed, attendance from local patrons has decreased, and prospective clients have expressed hesitation in committing to future engagements. During this same period, Humble Baron's performance-based catering sales manager resigned, further impairing execution of the company's revenue strategy.

19. The financial strain has been compounded by unpaid amounts owed to Humble Baron by Nearest Green Distillery and/or Uncle Nearest for legitimate, invoiced services. Continued uncertainty regarding whether Humble Baron could be drawn into the receivership—despite its lack of ownership overlap, lack of shared control, separate accounting systems, and absence of liability for the alleged debts at issue—has inhibited normal business planning and operations. If Humble Baron were subjected to receivership, applicable federal and state regulatory requirements governing alcohol sales would likely require immediate cessation of operations, resulting in significant and potentially irreparable harm.

20. At no time prior to advancing assertions affecting Humble Baron did the Receiver or his representatives request clarification of specific transactions or an explanation regarding the flow of funds. Had such clarification been requested, Humble Baron and I were prepared to provide documentation and explanation, as we have consistently done when records were requested. Direct clarification would have reduced uncertainty and business disruption. Clear confirmation from this Court that Humble Baron, Inc. is not part of the Receivership Estate, that its assets are not subject to the Receiver's authority, and that it may continue operating independently absent further order of this Court is necessary to prevent further operational harm to an entity that holds no receivership assets and is not liable for the alleged debts at issue.

Shelbyville Barrel House BBO, LLC ("SBH")

21. SBH is a Tennessee limited liability company that was formed on August 25, 2022. I am and have always been the sole member of SBH. SBH is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

22. SBH has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

23. SBH has separate bank accounts from the Uncle Nearest Entities and has not exercised, and does not exercise, any control over the bank accounts or operations, financial or otherwise, of the Uncle Nearest Entities. Likewise, the Uncle Nearest Entities exercise no control over the bank accounts or operations, financial or otherwise, of SBH. SBH’s operating licenses are all in its own name, not in the name of any of the Uncle Nearest Entities.

24. SBH is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. SBH has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. SBH holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

25. SBH owns and operates Chuck’s Barrel House BBQ II under a Lease Agreement with Uncle Nearest Real Estate Holdings, LLC dated December 17, 2018 (the “Lease”) and a Franchise Agreement dated September 1, 2022 (the “Franchise Agreement”) with Charles W. Baker, Jr. (the “Franchisor”). True and correct copies of the Lease and the Franchise Agreement are Weaver Exs. 30 and 31, respectively. Chuck’s Barrel House BBQ II is a walk-up restaurant concept that also serves beer and is located on the premises of the Nearest Green Distillery.

26. Because SBH sells beer on-premise, the ownership and control of SBH is required under applicable law to be completely separate, directly and indirectly, from the ownership and

control of Uncle Nearest, Inc. in accordance with applicable three-tier/tied house laws.

27. The history of Chuck's Barrel House BBQ II is that, in light of the distillery's remote location in Shelbyville Tennessee and the concern that visitors to the distillery would need food options, the management of Nearest Green Distillery ("NGD") approached the owner of Chuck's Barrel House BBQ restaurant in Lynchburg, Tennessee ("Chuck's") regarding the opening up of a similar venue at the Nearest Green Distillery, which was then under construction. The owner of Chuck's, Charles Baker, II, agreed and entered into the Lease with Uncle Nearest Real Estate Holdings, LLC. Mr. Baker financed the build-out of Chuck's Barrel House BBQ II and began operations in 2021. After operating Chuck's Barrel House BBQ II for approximately one year, Mr. Baker approached me regarding transferring ownership of the restaurant due to the owner's desire to focus on his Lynchburg location and other endeavors.

28. In order to facilitate that transaction, I formed SBH in August 2022 and entered into the Franchise Agreement with Mr. Baker (the "Franchisor"). None of the Uncle Nearest Entities are parties to the Franchise Agreement. Neither the Uncle Nearest Entities, Fawn Weaver, nor I has any direct or indirect ownership interest in the Franchisor. Just as it was under the ownership of Mr. Baker, Chuck's Barrel House BBQ II, as operated by SBH, continues to maintain its own employees, bank accounts, vendors, receivables, payables, accounting, etc., completely separate and distinct from the operations of Uncle Nearest Entities. Other than leasing its location from Uncle Nearest Real Estate Holdings, LLC in accordance with arms-length lease that was originally entered with Mr. Baker and obligations related thereto, there is no business or financial connection to any of the Uncle Nearest Entities and each such business is controlled separately, as required under Tennessee law.

29. SBH operates a point-of-sale system through Toast that is not connected in any way

to the accounting systems of the Uncle Nearest Entities. The ERP system used by SBH is a food and beverage specific accounting system/ERP called R365. It is not used by or connected in any way to the Uncle Nearest Entities.

30. The amounts owed by NGD to SBH arise primarily from NGD promotional events that are catered by SBH or held on SBH's premises. All such amounts are properly invoiced and the corporate formalities and separate accounting for both entities are at all times maintained.

31. The Lease does not require SBH to pay for or reimburse any of the Uncle Nearest Entities for any services related to the NGD property. Furthermore, the trash pickup is an expense for the facility as a whole and is contracted by the Landlord and the SBH performs its own janitorial service by its own staff, similar to how most restaurants operate. There is no agreement for SBH to cover costs for trash pick-up or janitorial services that are contracted by Uncle Nearest. Consequently, since SBH is in fact not paying for utilities and other expenses for which it is not liable under the Lease, that is evidence of no commingling of funds between these entities.

32. SBH does not hold any assets belonging to the Uncle Nearest Entities. The Receiver has not requested any records from SBH other than bank statements and all such requested records have been provided.

Nashwood, Inc.

33. Nashwood is a Delaware C Corporation that was incorporated on July 3, 2019. I am the sole-shareholder of Nashwood. Nashwood has its own tax id number that is distinct from the tax id numbers of Uncle Nearest Entities. Nashwood is not in a parent or subsidiary relationship with any of the Uncle Nearest Entities.

34. Nashwood is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Nashwood has not pledged any assets to secure the debts of the

Uncle Nearest Entities to any creditor, including Farm Credit. Nashwood holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

35. Nashwood formerly owned the Tolley House Bed and Breakfast (the “Tolly House”) but no longer owns that asset. The Tolly House, which is connected to Jack Daniels, was rented from time to time by Uncle Nearest for guest stays and special events. Otherwise, the Tolly House has no connection to and is not an asset of (and has never been an asset of) any of the Uncle Nearest Entities. Nashwood sold its interest in the Tolley House in September 2024 and no longer has any interest, direct or indirect, in that property.

36. Nashwood provided certain consulting, project management, and event management services, along with preparation of applications that resulted in approximately \$500,000 in grants and incentives, to Uncle Nearest during January through August 2024 at the flat rate of \$10,000 per month. The invoices were properly documented by Nashwood and invoiced to the applicable Uncle Nearest entity. On April 17, 2024, Uncle Nearest paid Nashwood \$10,000 and paid an additional \$20,000 on August 6, 2024, both payments being applied toward the open balance. Similarly, Nashwood was paid in July 2024 the sum of \$2,699.85 for services related to the Love & Whiskey Tour that was put on by Uncle Nearest in 2024. The other identified amounts were paid by Uncle Nearest for services rendered by Nashwood as invoiced. An outstanding balance of \$50,000 remains due from the Uncle Nearest Entities as reflected in **Exhibit C**. The documentation clearly shows adherence to the corporate form and no commingling of funds.

37. Otherwise, Nashwood has no financial or operational connection to the Uncle Nearest Entities and neither controls nor is controlled by those entities. After Levy Premium Foodservice Limited Partnership (“Levy”) ceased providing services to Shelbyville Barrel House BBQ, LLC and Humble Baron, Inc., Nashwood contracted with those entities to provide those

similar management services.

38. Nashwood is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Nashwood has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Nashwood holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

39. Nashwood provides, or has provided, management services for Classic Hops, Humble Baron, Shelbyville Barrel House BBQ, and Shelbyville Grand, LLC. However, Nashwood is not an equity holder of any of those entities and any entries in Uncle Nearest's accounting records likely simply reflect the management relationship that Nashwood has, or has had, with respect to those entities. The Receiver has not requested any records from Nashwood other than bank statements and all such requested records have been provided.

Quill & Cask Owner, LLC ("Q&C")

40. Q&C is a Tennessee limited liability company that was formed on July 25, 2024. I am and have always been the sole member of Q&C. Q&C has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the "Uncle Nearest Entities").

41. The company's business purpose is to purchase, hold and sell assets for profit, including real estate, bulk whiskey, and other assets. It has no connection to Uncle Nearest other than having made an equity investment in Uncle Nearest, Inc., as detailed below.

42. Q&C has its own bank accounts and maintains its own accounting functions and operations independent of any of the Uncle Nearest Entities. Q&C is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. Q&C has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Q&C

holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate. The Receiver has not requested any records from Q&C other than bank statements and all such requested records have been provided.

43. In April 2024, prior to the formation of Q&C, a barrel purchase transaction was contemplated between a to-be-formed entity – then identified as “Q and Cask, Inc.” – and Uncle Nearest, Inc. However, that transaction was never consummated.

44. On December 27, 2024, Q&C transferred \$584,000 to Uncle Nearest as an equity investment in Uncle Nearest, Inc. On January 30, 2025, Q&C transferred an additional \$275,000 as an equity investment in Uncle Nearest, Inc. Those are the only two transactions involving Q&C and any of the Uncle Nearest Entities. Each of the transactions had a valid business purpose and was supported by consideration. While Q&C has an equity interest as a result of those transactions, Q&C does not own 20% or more of the voting stock of any of the Uncle Nearest companies and none of the Uncle Nearest companies own 20% or more of the voting stock of Q&C. Furthermore, I, as the sole-owner of Q&C, do not own or control more than 20% of the voting stock of any of the Uncle Nearest Entities.

Shelbyville Grand, LLC (“SGLLC”)

45. SGLLC is a Tennessee limited liability company that was formed on November 21, 2022. I am the sole member of SGLLC. SGLLC has its own tax id number that is distinct from the tax id numbers of Uncle Nearest, Inc., Nearest Green Distillery, Inc., or Uncle Nearest Real Estate Holdings, LLC (collectively, the “Uncle Nearest Entities”).

46. SGLLC owns and manages a host of real estate holdings, which include some warehouse space, a newspaper plant, commercial office buildings, vacant lots, etc. Nearest Green Distillery stores certain supplies at an SGLLC warehouse, which is climatized to protect certain

sensitive inventory. The inventory was moved from storage at Berlin Packaging and Tennessee Distilling Group because of NGD's need to maintain the raw goods inventory in a climatized storage facility. Storage fees are charged to Nearest Green Distillery monthly at the rate of \$6,500 per month.

47. SGLLC has its own bank accounts and maintains its accounting functions and operations independent of any of the Uncle Nearest Entities. SGLLC is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. SGLLC has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. Other than the inventory being stored, SGLLC holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

48. The transactions between the Uncle Nearest Entities and SGLLC all relate to the storage fees due and payable. The \$130,000 payment from Uncle Nearest to SGLLC on July 29, 2025, was in payment of 20 months of outstanding rental fees due and owing from Nearest Green Distillery. The storage services were provided to Nearest Green Distillery by SGLLC and the amount paid was due and owing. Each of the transactions between the Uncle Nearest Entities and SGLLC had a valid business purpose and were supported by consideration. The Receiver has not requested any records from SBH other than bank statements and all such requested records have been provided.

4 Front Street, LLC ("4FS")

49. 4FS is a Tennessee limited liability company that was formed on September 28, 2023. I am a minority member of 4FS and do not hold a controlling share of that company. The majority member of 4FS is not a shareholder of and has no connection to the Uncle Nearest Entities.

50. 4FS has its own tax id number that is distinct from the tax id numbers of Uncle Nearest Entities.

51. 4FS has its own bank accounts and maintains its accounting functions and operations independent of any of the Uncle Nearest Entities. 4FS is not, and has never been, liable for the alleged debts of the Uncle Nearest Entities to Farm Credit. 4FS has not pledged any assets to secure the debts of the Uncle Nearest Entities to any creditor, including Farm Credit. 4FS holds no property that is an asset of any of the Uncle Nearest Entities or of the Receivership Estate.

52. 4FS has not transacted any business with the Uncle Nearest Entities and has neither transferred funds to, nor received funds from, the Uncle Nearest Entities. The Receiver has not requested any records from 4FS other than bank statements and all such requested records have been provided.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.



KEITH WEAVER

EXHIBIT A



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-387791-1
Event Name: TN Department of Environment & Conservation
Event Date: Monday, October 30, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Keith Weaver | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: keith.weaver@unclenearest.com |
| | Onsite Contact: Pat Marsh |

TN Department of Environment & Conservation

| Date | Time | Location | Function | # |
|-----------------|-----------------|------------------|----------|----|
| Mon, 10/30/2023 | 11:00am-12:30pm | Humble Baron Bar | Lunch | 25 |

| Mon, 10/30/2023 | Lunch - 11:00am - Humble Baron Bar | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Chef's Table Lunch Menu Package Price | 25 | \$20.00 | \$500.00 |
| Featuring | Roasted Butternut Squash Soup Kale + Apple Salad (Vegan, AVG) Red Quinoa, Cabbage, Cranberries, Picked Red Onions, Cider Vinaigrette Grilled Chicken Flatbread Sandwich Arugula, Tzatziki, Herb Roasted Tomatoes Steak Flatbread Sandwich Garlic + Pepper Crusted Short Rib, Horseradish Aioli, Red Onion, Tomato, Blue Cheese, Field Greens Gourmet Dessert Bar Assortment (V) | | | |

| | | | | |
|------------------|---|----|--------|---------|
| | Non-Alcoholic Refreshments Menu Package Price | 25 | \$3.00 | \$75.00 |
| Including | Soft Drinks Iced Tea Sweeteners, Lemons Water | | | |

Setup and Service Details

| | | | | |
|--------------------|---|--|--|--|
| Room Set-Up | Layout Notes: Food station set near the stage for service. Guests will sit at low dining tables in front of the stage. | | | |
| Serviceware | Disposable Service Plates, Utensils, Napkins | | | |

| CHARGES | | | | | |
|----------|----------|---------------------------|-----------------------|-----------|----------|
| | Charges | Service Charge (8.8 %) | Gratuuity (13.2 %) | Sales Tax | Total |
| Food | \$500.00 | \$44.00 | \$66.00 | \$53.04 | \$663.04 |
| Beverage | \$75.00 | \$6.60 | \$9.90 | \$7.96 | \$99.46 |
| Totals | \$575.00 | \$50.60 | \$75.90 | \$61.00 | \$762.50 |
| | | | Payments Received | | \$0.00 |
| | | | Balance Due | | \$762.50 |

| Payment Arrangements | |
|----------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
Humble Baron
3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-395340-1
Event Name: The National Alcohol Beverage Associates
Event Date: Monday, November 13, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Nancy Gregory | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: accounting@nearestgreendistillery.com |
| | Onsite Contact: m Keith Weaver |

The National Alcohol Beverage Associates

| Date | Time | Location | Function | # |
|-----------------|----------------|------------------------------|----------|---|
| Mon, 11/13/2023 | 12:00pm-1:00pm | Barrel House BBQ Dining Room | Lunch | 9 |

| Start Date | Start Time | Timeline Item | Description |
|------------|------------|------------------------|-------------------------------------|
| 11/13/2023 | 11:30am | Food & Beverage Set | Ready to go for any early arrivals. |
| 11/13/2023 | 1:00pm | Private Tour & Tasting | |

| Mon, 11/13/2023 | Lunch - 12:00pm - Barrel House BBQ Dining Room | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Signature Barrel House BBQ Package | | | |
| | Menu Package Price | 9 | \$35.00 | \$315.00 |
| Featuring | Smoked Pulled Pork Slider Buns Smoked Pulled Chicken Slider Buns Smoked Sausages | | | |
| Sides | Baked Beans (V) Mac + Cheese (V) Coleslaw (V, AVG) | | | |
| Dessert | Peach Cobbler (V) | | | |
| Beverages | Soft Drinks, Iced Tea, Water Sweeteners, Lemons | | | |

Setup and Service Details

| Room Set-Up | Layout Notes: | | | |
|--------------------|--|---|----------|----------|
| | Food station will be set along the wooden wall inside the space. | | | |
| Serviceware | Including China Plates, Flatware, Black Napkins, Cups | | | |
| Staff Fees | Service Personnel Staff to set-up, service and tear down after the event. | 1 | \$225.00 | \$225.00 |

| CHARGES | | | | | |
|----------|----------|---------------------------|----------------------|-------------------|----------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$299.25 | \$26.33 | \$39.50 | \$31.74 | \$396.82 |
| Beverage | \$15.75 | \$1.39 | \$2.08 | \$1.67 | \$20.89 |
| Set-Up | \$225.00 | \$0.00 | \$0.00 | \$0.00 | \$225.00 |
| Totals | \$540.00 | \$27.72 | \$41.58 | \$33.41 | \$642.71 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$642.71 |

| Payment Arrangements | |
|----------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.

CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-398750-1
Event Name: NGD: Monthly Staff Meeting
Event Date: Friday, December 8, 2023
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone: (615) 770-2407

Contact Information

| | |
|--|---|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Sharon Queener | Mobile Phone: (615) 887-4240 |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: accounting@nearestgreendistillery.com |
| | Onsite Contact: m Keith Weaver |

NGD: Monthly Staff Meeting

| Date | Time | Location | Function | # |
|-----------------|----------------|----------------------|----------|----|
| Fri, 12/08/2023 | 12:00pm-1:00pm | Master Blender House | Lunch | 23 |

| Fri, 12/08/2023 | Lunch - 12:00pm - Master Blender House | Qty | Price | Total |
|------------------|---|-----|---------|----------|
| | Chef's Table Lunch Menu Package Price | 23 | \$22.00 | \$506.00 |
| Featuring | BLT Salad Chopped Romaine, Grape Tomatoes, Applewood Smoked Bacon, Cheddar Cheese, House-Made Croutons, Buttermilk Ranch Dressing Kale + Apple Salad (Vegan, AVG) Red Quinoa, Cabbage, Cranberries, Picked Red Onions, Cider Vinaigrette Grilled Chicken Flatbread Sandwich Arugula, Tzatziki, Herb Roasted Tomatoes Steak Flatbread Sandwich Garlic + Pepper Crusted Short Rib, Horseradish Aioli, Red Onion, Tomato, Blue Cheese, Field Greens House-Made Chips Gourmet Dessert Bar Assortment (V) | | | |

| | Non-Alcoholic Refreshments | Qty | Price | Total |
|------------------|----------------------------|-----|--------|---------|
| | Menu Package Price | 23 | \$3.00 | \$69.00 |
| Including | Soft Drinks Water | | | |

| | Setup and Service Details | Qty | Price | Total |
|--------------------|--|-----|----------|----------|
| Serviceware | Disposable Service Plates, Utensils, Napkins | | | |
| Staff Fees | Staff Fee Staff to set-up, service and tear down after event. | 1 | \$125.00 | \$125.00 |

| CHARGES | | | | | |
|----------|----------|---------------------------|----------------------|-------------------|----------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$506.00 | \$44.53 | \$66.79 | \$53.68 | \$671.00 |
| Beverage | \$69.00 | \$6.07 | \$9.11 | \$7.32 | \$91.50 |
| Set-Up | \$125.00 | \$0.00 | \$0.00 | \$0.00 | \$125.00 |
| Totals | \$700.00 | \$50.60 | \$75.90 | \$61.00 | \$887.50 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$887.50 |

| Payment Arrangements |
|----------------------|
| Direct Bill |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
 CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-439923-1
Event Name: Community Coalition Board Meeting
Event Date: Saturday, May 4, 2024
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone:

Contact Information

| | |
|--|--|
| Company: Nearest Green Distillery | Work Phone: |
| Contact: Malcolm Darrell | Mobile Phone: |
| Address: 3125 US-231 North Shelbyville, TN 37160 | Email: malcolm.darrell@ng-d.com |
| | Onsite Contact: Keith Weaver |

Community Coalition Board Meeting

| Date | Time | Location | Function | # |
|-----------------|----------------|---------------|-----------------------------|----|
| Sat, 05/04/2024 | 9:30am-12:00pm | Dan Call Farm | Light Breakfast & Beverages | 27 |
| Sat, 05/04/2024 | 1:00pm-2:00pm | Dan Call Farm | Lunch | 27 |

| Start Date | Start Time | Timeline Item | Description |
|------------|------------|--|--|
| 05/04/2024 | 9:30am | Morning Catering Set Inside Farm House | |
| 05/04/2024 | 9:45am | Board Arrives | |
| 05/04/2024 | 10:00am | Board Meeting Begins | Meeting will take place in the Farm House. |
| 05/04/2024 | 12:00pm | DCF Tour | Original Water Source |
| 05/04/2024 | 12:45pm | Lunch Set | Inside the outdoor tent. |
| 05/04/2024 | 1:00pm | Lunch Begins | |
| 05/04/2024 | 2:00pm | Board Meeting Continues | Guests move back to the Farm House. |
| 05/04/2024 | 3:00pm | Depart for NGD | |

| Sat, 05/04/2024 | Light Breakfast & Beverages - 9:30am - Dan Call Farm | Qty | Price | Total |
|------------------|--|-----|---------|----------|
| | Light Continental **VIP Presentation** Menu Package Price | 27 | \$25.00 | \$675.00 |
| Featuring | Assorted Muffins (V) Seasonal Fresh Fruit (Vegan, AVG) Smoked Salmon Display Capers, Herbed Cream Cheese, Bagels | | | |
| Beverages | Keurig Coffee & Hot Tea Service Starbucks K-Cups (Regular & Decaf), Hot Tea K-Cups, Assorted Sweeteners, Regular & Vanilla Creamer, Honey, Lemons | | | |

| | Non-Alcoholic Refreshments | | | |
|------------------|--|----|--------|----------|
| Including | Orange Juice Each **Individual bottles** | 12 | \$5.00 | \$60.00 |
| | Path Water Each (25) Placed on the board table at each place setting, extras available for guests on the station. | 36 | \$5.00 | \$180.00 |

| | | | | |
|--|---|----|--------|---------|
| | Non-Alcoholic Refreshments | | | |
| | <i>**Provide the board table bottles to Malcolm**</i> Sparkling Water Each | 12 | \$3.00 | \$36.00 |

| | | | | |
|--------------------------|---|---|----------|----------|
| | Setup and Service Details | | | |
| Room Set-Up | Layout Notes: Existing counter inside the Farm House utilized for food & beverage service. | | | |
| Service Equipment | Keurig Machine | 1 | \$150.00 | \$150.00 |
| Serviceware | Disposable Service Small Plates, Utensils, Napkins, Hot Cups & Lids | | | |
| Staff Fees | All Day Staff Fee Staff to set-up, service and tear down after event. <i>**Includes (2) hourly team members for 8 hours**</i> | 1 | \$352.00 | \$352.00 |

| Sat, 05/04/2024 | Lunch - 1:00pm - Dan Call Farm | Qty | Price | Total |
|----------------------|---|-----|---------|----------|
| | Bento Box Lunches <i>**All meals packaged in bento boxes with name/menu cards on top**</i> Menu Package Price | 27 | \$32.00 | \$864.00 |
| Featuring | Turkey BLT Sandwich Each Turkey, Bacon, Lettuce, Tomato, Garlic Aioli Crispy Apple Kale Salad Love & Whiskey Pecan Cheesecake Napkin Rollup | 23 | | |
| Special Meals | Luis Turkey BLT Sandwich Crispy Apple Kale Salad (no cheese) Fresh Seasonal Fruit Salad Napkin Rollup | 1 | | |
| | Mary Turkey BLT Sandwich (low carb bread) Crispy Apple Kale Salad Fresh Seasonal Fruit Salad Napkin Rollup | 1 | | |
| | Donna Turkey BLT Sandwich Crispy Kale Salad (no apple) Crudités with Hummus Napkin Rollup | 1 | | |
| | Chavonne Seared Salmon with Wilted Spinach Crispy Kale Salad (no apple) Crudités with Hummus Napkin Rollup | 1 | | |

| | | | | |
|--------------------------|---|----|---------|----------|
| | Non-Alcoholic Refreshments | | | |
| Including | Lavender Lemonade per Gallon | 3 | \$55.00 | \$165.00 |
| | Cucumber Lime Infused Water Dispenser | 1 | \$35.00 | \$35.00 |
| | Coke Soft Drinks Each Coca-Cola, Diet Coke, Sprite | 12 | \$3.00 | \$36.00 |
| | Sparkling Water Each | 12 | \$3.00 | \$36.00 |
| Beverage Supplies | Fresh Ice Bucket with Scoop | 1 | | |

| Setup and Service Details | | | | |
|---------------------------|--|--|--|--|
| Lunch Set-Up | Layout Notes: Lunch will be served under a tent on the lawn outside the Farm House. Catering Tables: Malcolm has rented (2) 6' tables with linens to be utilized for the catering stations. | | | |
| Serviceware | Disposable Service Napkin Roll-Ups, Tossware Cups, Beverage Napkins | | | |

| CHARGES | | | | | |
|----------|------------|------------------------|-------------------|-------------------|------------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$1,039.50 | \$91.48 | \$137.21 | \$110.27 | \$1,378.46 |
| Beverage | \$615.50 | \$54.17 | \$81.24 | \$65.29 | \$816.20 |
| Set-Up | \$934.00 | \$51.22 | \$76.82 | \$61.74 | \$1,123.78 |
| Totals | \$2,589.00 | \$196.87 | \$295.27 | \$237.30 | \$3,318.44 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$3,318.44 |

| Payment Arrangements | |
|----------------------|--|
| | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.

CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ Date: _____



Levy
 Humble Baron
 3125 US-231, Shelbyville, TN 37160

EVENT ORDER #: UNCLE-405872-1
Event Name: 2nd Annual Spirits on the Rise Summit
Event Date: Tuesday, April 16, 2024
Salesperson: Sarah Nordby
Email: snordby@levyrestaurants.com
Phone:

Contact Information

| | |
|--|---|
| Company: Uncle Nearest | Work Phone: |
| Contact: Lauren Knowles | Mobile Phone: |
| Address: 3125 US-321 North Shelbyville, TN 37160 | Email: lauren.knowles@unclenearest.com |

2nd Annual Spirits on the Rise Summit

| Date | Time | Location | Function | # |
|-----------------|----------------|-------------------|-----------------|-----|
| Tue, 04/16/2024 | 8:00am-9:00am | Humble Baron Bar | Breakfast | 273 |
| Tue, 04/16/2024 | 8:00am-5:00pm | Humble Baron Bar | All Day Service | 273 |
| Tue, 04/16/2024 | 12:00pm-2:00pm | Humble Baron Bar | Lunch | 273 |
| Tue, 04/16/2024 | 5:00pm-8:00pm | Humble Baron Bar | Dinner | 273 |
| Tue, 04/16/2024 | 5:00pm-8:00pm | Humble Baron Lawn | Reception | 273 |

| Tue, 04/16/2024 | Breakfast - 8:00am - Humble Baron Bar | Qty | Price | Total |
|------------------|--|-----|---------|------------|
| | Breakfast - Continental Classic Menu Package Price | 273 | \$25.00 | \$6,825.00 |
| Featuring | Assortment of Muffins (V) Assortment of Bagels (V) Low-Fat Fruit Yogurts (V) Seasonal Fresh Fruit (V, AVG) Spreads Cream Cheese, Butter, Peanut Butter, Jam | | | |
| Beverages | Freshly Brewed Coffee Regular, Decaf, Creamer, Sweeteners Orange Juice Ice Water Dispensers | | | |

| | Setup and Service Details | | | |
|-------------------|--|---|----------|----------|
| Staff Fees | Catering Attendants Staff to set-up, service and tear down after event. | 6 | \$125.00 | \$750.00 |

| Tue, 04/16/2024 | All Day Service - 8:00am - Humble Baron Bar | Qty | Price | Total |
|----------------------|---|-----|---------|----------|
| | All Day Breaks | | | |
| Grab & Go | Whole Fruit (V2, AVG) per Dozen | 6 | \$20.00 | \$120.00 |
| | Granola Bars (V) per Dozen | 6 | \$25.00 | \$150.00 |
| | Individual Bags of Chips (V) per Dozen | 6 | \$40.00 | \$240.00 |
| | Individual Bags of Pretzels (V) per Dozen | 6 | \$30.00 | \$180.00 |

| Non-Alcoholic Refreshments | | | | |
|-----------------------------------|---|-----|---------|----------|
| Including | All beverages will be offered on a consumption basis. Final balance will be based on actual consumption. <i>**QTY listed is an estimate for planning purposes**</i> | | | |
| | Bottled Water Each | 150 | \$3.00 | \$450.00 |
| | Coke Soft Drinks Each | 100 | \$2.00 | \$200.00 |
| | Water Stations per Dispenser | 6 | \$25.00 | \$150.00 |
| | Ice Water Dispensers, Fresh Fruits, Vegetables & Herbs to mix in for an infused option. | | | |

| Setup and Service Details | | | | |
|----------------------------------|--|---|----------|----------|
| Staff Fees | Service Personnel To monitor the beverage / snacks stations throughout the day. | 1 | \$250.00 | \$250.00 |

| Tue, 04/16/2024 | Lunch - 12:00pm - Humble Baron Bar | Qty | Price | Total |
|--------------------------|--|------------|--------------|--------------|
| | Box Lunches | | | |
| | Menu Package Price | 273 | \$15.00 | \$4,095.00 |
| Featuring | <i>**Boxes separated and identified by sandwich type**</i> | | | |
| | Oven-Roasted Turkey Sandwich Each Cheddar Cheese, Lettuce, Tomato, Herb Aioli, Artisan Roll | 125 | | |
| | Smoked Ham Sandwich Each Swiss, Lettuce, Tomatoes, Whole-Grain Mustard, Artisan Roll | 125 | | |
| | Grilled Vegetable Wrap (V) Each Grilled Seasonal Vegetables, Roasted Garlic Hummus | 23 | | |
| Each Box Includes | Potato Salad (V, AVG) Chocolate Chip Cookie (V) Napkin & Fork | | | |

| Tue, 04/16/2024 | Dinner - 5:00pm - Humble Baron Bar | Qty | Price | Total |
|------------------------|---|------------|--------------|--------------|
| | Chef's Table - Classic Dinner | | | |
| | Menu Package Price | 273 | \$55.00 | \$15,015.00 |
| Entrées | Chef-Carved Smoked Ribeye (AVG) Horseradish Cream Sauce Wild Salmon (AVG) Chardonnay Butter Emulsion | | | |
| Hot Sides | Sautéed Haricot Verts (V2, AVG) Dill, Shallots, Tomatoes Goey Mac & Cheese (V) Fontina, Gruyere, Cheddar Cheese Salt Roasted Yukon Gold Potatoes (V, AVG) Garlic Butter, Scallion Sour Cream | | | |
| Cold Sides | Tomatoes, Mozzarella & Basil (V, AVG) Cold-Pressed Olive Oil, Balsamic Glaze, Maldon Flakes Grilled & Chilled Asparagus (V, AVG) Lemon Aioli, Peruvian Peppers, Shaved Parmesan | | | |
| Desserts | Salted Caramel Cake (V) Yellow Butter Cake, Caramel | | | |

| Hosted Bar Service | | | | |
|---------------------------|---|-----|---------|------------|
| Includes | All beverages will be offered on a consumption basis. Final balance will be based on actual consumption. **QTY listed is an estimate for planning purposes - based on approximately 1 per guest, factoring in the Emerging Brands Fair outside** | | | |
| | Spirits - per drink <i>Price ranges from 13-15.00 per drink, based on final selection.</i> | 125 | \$15.00 | \$1,875.00 |
| | Signature Batched Cocktails - per drink | 50 | \$14.00 | \$700.00 |
| | Wine by the Glass - each Sparkling, Rose, White + Red Selections | 25 | \$13.00 | \$325.00 |
| | Draft Beer - each | 25 | \$7.00 | \$175.00 |
| | Bottled Beer - each | 25 | \$6.00 | \$150.00 |
| | Soft Drinks - each | 25 | \$2.00 | \$50.00 |
| | Bottled Water - each | 12 | \$2.25 | \$27.00 |

| Setup and Service Details | | | | |
|----------------------------------|---|----|----------|------------|
| Staff Fees | Chef Attendant Staff to set-up, carve and tear down the carving station after the event. | 2 | \$125.00 | \$250.00 |
| | Bartender Fee Staff to set-up, service and tear down after the event. | 10 | \$150.00 | \$1,500.00 |
| | Service Personnel Staff to set-up, service and tear down after the event. | 8 | \$125.00 | \$1,000.00 |

| Tue, 04/16/2024 | Reception - 5:00pm - Humble Baron Lawn | Qty | Price | Total |
|------------------------|---|------------|--------------|--------------|
| | Reception Experiences | | | |
| Featuring | Grazing Farm Table Charcuterie per Guest Assortment of Artisan Breads & Crackers, Local Selection of Sliced Meats, Cheeses, Dips & Spreads, Fresh Seasonal Fruits, Garden Fresh Vegetables, Marinated Olives, Assorted Mustards, Local Honey, Jam | 200 | \$18.00 | \$3,600.00 |

| Setup and Service Details | | | | |
|----------------------------------|--|---|----------|----------|
| Staff Fees | Service Personnel Staff to set-up, service and tear down after the event. | 2 | \$125.00 | \$250.00 |

| CHARGES | | | | | |
|----------------|--------------------|-------------------------------|--------------------------|-------------------|--------------------|
| | Charges | Service Charge (8.8 %) | Gratuity (13.2 %) | Sales Tax | Total |
| Food | \$29,542.50 | \$2,599.74 | \$3,899.61 | \$3,133.88 | \$39,175.73 |
| Beverage | \$4,784.50 | \$421.04 | \$631.55 | \$942.54 | \$6,779.63 |
| Set-Up | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 |
| Totals | \$38,327.00 | \$3,020.78 | \$4,531.16 | \$4,076.42 | \$49,955.36 |
| | | | | Payments Received | \$0.00 |
| | | | | Balance Due | \$49,955.36 |

| Payment Arrangements | |
|-----------------------------|--|
| Direct Bill | |

NOTE: Menu items are subject to change, based upon availability, and customer will be informed if this order is impacted.
CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the service and prices listed in this agreement.

Client Signature: _____ **Date:** _____

EXHIBIT B



Re: Humble Baron Catering and House Charges

Peter LaFemina <plafemina@nashwood.com>

Fri, Apr 12, 2024 at 12:20 PM

To: felicia.gallagher@unclenearest.com

Cc: Nancy Gregory <nancy.gregory@unclenearest.com>, Keith Weaver <keith.weaver@unclenearest.com>

Felicia:

I appreciate the thought and allow me to provide some background in response to your recommendation.

Humble Baron executed a Management Agreement with Levy, as Manager, that gives Manager the exclusive right to manage all F&B/retail operations at Humble Baron and Barrel House and to sell all F&B/retail items at those locations, including those items sold as catered services for offsite events (eg.-the distillery property). Gross receipts collected from F&B/retail sales belong to the Manager and Levy therefore is responsible for filing sales tax returns monthly under its business tax ID. Therefore, an affiliate relationship doesn't exist between NGD and Levy to treat the event billings as intercompany transactions.

Additionally, Levy is the employer and pays the HB/BHBBQ employees directly along with all other operating expenses incurred to operate the F&B/retail services. To the extent there is net positive cash available each month, Levy will remit that to HB after deducting its management fee. As Levy has been operating since the winter and into the early-Spring months, combined HB/BHBBQ operations have operated at a deficit during the soft season. That requires Levy to carry the working capital shortfall until it's reimbursed by HB/BHBBQ monthly. I see from Levy's ageing report that there is approximately \$100k in NGD catering and event invoices going back to November 2023 that have not been paid to Levy. That unfortunately means that Levy has to shoulder that working capital burden which it's not required to do under our contract.

I'm not aware of any NGD charges for services that are on HB's books that are unpaid, please let me know what you have on your books that you're referring to? If we're alluding to past cash transfers, then I think that's part of a larger discussion that we should engage in with Keith and I'm copying him here to keep him informed.

Thank you, Felicia, can you let me know when NGD can retire the outstanding receivables due to Levy?

With appreciation,
Peter

On Fri, Apr 12, 2024 at 8:56 AM <felicia.gallagher@unclenearest.com> wrote:

Peter.

There should be similar NGD charges on the HB books; so, we can discuss, but I think it is appropriate to treat these as intercompany payables/receivables between companies and reconcile monthly. With intercompany transactions, there is no actual cash that is exchanged.

Regards,

Felicia

Felicia Gallagher | SVP Finance & Planning | **Uncle Nearest, Inc.** | 3125 US-231 North | Shelbyville, TN 37160 |

C: 931.808.5378 | E: felicia.gallagher@unclenearest.com

Assistant: Delaney Still | Delaney.Still@unclenearest.com

From: Peter LaFemina <plafemina@nashwood.com>
Sent: Friday, April 5, 2024 5:59 PM
To: Felicia Gallagher <felicia.gallagher@unclenearest.com>; Nancy Gregory <nancy.gregory@unclenearest.com>
Subject: Fwd: Humble Baron Catering and House Charges

Just checking in to see if you have any questions or concerns with these UN/NGD charges due to Levy? Some of them stretch back to November, let me know what I can do to help expedite payment or facilitate any issues.

Thanks,

Peter

----- Forwarded message -----

From: Parfitt, Crystal <cparfitt@levyrestaurants.com>
Date: Fri, Apr 5, 2024 at 2:35 PM
Subject: Humble Baron Catering and House Charges
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>, Nordby, Sarah <snordby@levyrestaurants.com>, Felicia Gallagher <felicia.gallagher@unclenearest.com>, Peter LaFemina <plafemina@nashwood.com>, Rutberg, Angela <arutberg@levyrestaurants.com>

Good afternoon –

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

Please let me know and if you need assistance with payment details.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com

The logo for Levy Restaurants, featuring the word "Levy" in a red, cursive script font.

Cell: 615.202.6534

www.levyrestaurants.com

From: Parfitt, Crystal
Sent: Tuesday, March 19, 2024 4:27 PM
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@Levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>; Peter LaFemina <plafemina@nashwood.com>
Subject: RE: [Ext] Re: Humble Baron Catering and House Charges

Good afternoon –

I hope your week is off to a great start.

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

The following billing notes will support the external customer catering invoices:

- 11/01/23 – Young Professional Series Meeting
 - This was paid by check and deposited into the previous Humble Baron account
- 11/02/23 – TN Economic Development Lunch
 - The client pre-paid Ciara prior to Levy/Infor being in place.
- 11/07/23 – Shelbyville-Bedford Partnership Annual Meeting
 - Keith agreed to pay \$6,000 for this event.
 - The remaining \$2,087 was paid for by Shelbyville-Bedford Partnership by check and also deposited into the previous Humble Baron account.

Please let me know if you have any questions or if you would like to schedule a call to review.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com



Cell: 615.202.6534

From: Parfitt, Crystal
Sent: Thursday, February 8, 2024 3:05 PM
To: Nancy Gregory <nancy.gregory@unclenearest.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@Levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>
Subject: RE: [Ext] Re: Humble Baron Catering and House Charges

Sharon,

I am available at 615-202-6534 if you would like to pay with a credit card or if you have any questions.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com

The logo for Levy Restaurants, featuring the word "Levy" in a red, cursive script font.

Cell: 615.202.6534

www.levyrestaurants.com

From: Nancy Gregory <nancy.gregory@unclenearest.com>
Sent: Thursday, February 8, 2024 2:51 PM
To: Parfitt, Crystal <cparfitt@levyrestaurants.com>
Cc: Uncle Nearest Accounting <accounting@unclenearest.com>; Nordby, Sarah <snordby@levyrestaurants.com>; Felicia Gallagher <felicia.gallagher@unclenearest.com>
Subject: [Ext] Re: Humble Baron Catering and House Charges

WARNING: This email originated from an external source and is potentially fraudulent. Do not click on links or attachments unless you are familiar with the sender.

Sharon

Please reconcile excel history. Thank you

On Thu, Feb 8, 2024 at 2:47 PM Parfitt, Crystal <cparfitt@levyrestaurants.com> wrote:

Good afternoon –

I hope you are having a great week.

Initial we thought it was the preference to include the House Charge AR on the profit sharing detail. After reviewing the balance sheet with Peter last week he would like us to bill back directly.

Please see the outstanding Levy aging and catering event invoice back up attached for your review.

The following billing notes will support the external customer catering invoices:

- 11/01/23 – Young Professional Series Meeting
 - This was paid by check and deposited into the previous Humble Baron account
- 11/02/23 – TN Economic Development Lunch
 - The client pre-paid Ciara prior to Levy/Infor being in place.
- 11/07/23 – Shelbyville-Bedford Partnership Annual Meeting
 - Keith agreed to pay \$6,000 for this event.
 - The remaining \$2,087 was paid for by Shelbyville-Bedford Partnership by check and also deposited into the previous Humble Baron account.

Please let me know if you have any questions or if you would like to schedule a call to review.

Thank you,

Crystal Parfitt | Area Controller

cparfitt@levyrestaurants.com



Cell: 615.202.6534

www.levyrestaurants.com

--

Nancy Gregory

Controller

Uncle Nearest, Inc.

Nearest Green Distillery

3125 Hwy 231 N.

Shelbyville, TN 37160

C: 615.509.2527

nancy.gregory@unclenearest.com

EXHIBIT C

Uncle Nearest, Inc. - 001 (Consolidated)
A/P Summary
As of December 31, 2025

| Vendor | Total Open Balance |
|--|-------------------------------|
| 3 Tier Compliance | \$3,750.00 |
| 360 Marketing & Events | \$3,000.00 |
| 5475 Days LLC | \$1,000.00 |
| 580 Graphics | \$4,674.24 |
| 90 Proof, LLC | \$5,000.00 |
| Accuxel CPA | \$31,000.00 |
| Adams & Reese LLP | \$3,886.56 |
| Adenus Technologies LLC | \$576.20 |
| Advanced Spirits, LLC | \$595,350.35 |
| Affinity Technology Partners | \$229,210.47 |
| AG&E Associates | \$6,000.00 |
| Agency 21 Consulting LLC | \$38,000.00 |
| ALAIN VINY Ramp | \$260.88 |
| Alchemy Merch | \$4,500.00 |
| Alicia Cole | \$3,100.00 |
| All Star Fire Protection, Inc. | \$6,362.00 |
| Altura Leadership Consulting group | \$30,000.00 |
| American Marketing & Publishing, LLC | \$2,030.38 |
| Another Round Another Rally | \$10,000.00 |
| Aquapoint.3 LLC | \$100.53 |
| Arlington Capital Advisors | \$17,900.11 |
| Arrow Utility Resources, LLC | \$40,500.00 |
| AT&T | \$3,962.87 |
| AT&T - Fawn Weaver | \$3,735.38 |
| Athens Distributing Co of Nashville | \$2,575.05 |
| Austin Gray Design Group - AGDG | \$2,120.00 |
| Auto-Chlor System | \$3,187.69 |
| Avid Marketing Group | \$60,021.19 |
| Axper USA Inc. | \$14,140.00 |
| Badger Liquor | \$2,651.32 |
| BCI Buckeye Corrugated | \$18,501.24 |
| BCUD 0049-04100-004 | \$20.58 |
| Beaver Engineering, Inc. | \$137,435.28 |
| Bedford County Property Taxes | \$324,172.00 |
| Bedford County Utility District | \$3,622.23 |
| Belcher Sykes Harrington, PLLC | \$26,323.82 |
| Belmark Inc | \$45,592.00 |
| Benchmark Beverage | \$8.48 |
| Berkshire Hathaway Homestate Co (National Indemnity) | \$7,521.83 |
| Berlin Packaging, LLC | \$310,537.26 |
| Better Business Solutions | \$387.82 |
| Billups, LLC | \$286,258.19 |
| Black Sheep LLC- Jon Santer | \$1,500.00 |

| | |
|---|--------------|
| BLC Communications, LLC | \$67,084.50 |
| Blue Kangaroo Design LTD | \$4,322.99 |
| Blue Label Packaging Co | \$341,041.63 |
| BME Services LLC | \$110,132.36 |
| Boelter | \$29,962.72 |
| Brandon Wright | \$487.12 |
| Brewing & Distilling Analytical Services, LLC | \$3,361.12 |
| Butler Snow LLP | \$26,026.00 |
| Cabinet Lex & G | \$240.00 |
| Cape Cod & Islands Appraisal Group LLP | \$1,500.00 |
| Carlson Insurance Group LLC-AFCO | \$35,128.08 |
| Cass Services, LLC | \$10,422.00 |
| Catalyst Design Group | \$3,600.00 |
| Center Stage Merchandising | \$7,627.12 |
| Charles Ann Enterprises Inc. DBA Units of Nashville | \$266.26 |
| Charrise Gordon | \$3,265.00 |
| Chris Cabrera Culture | \$1,500.00 |
| Cincinnati Insurance | \$41,092.00 |
| Cincy Black Travel | \$2,250.00 |
| Clark's Garage Door Company | \$95.00 |
| Clear Channel Outdoor | \$271,821.21 |
| COLLIGNON SEBASTIEN | \$1,746.19 |
| Comcast/Effectv | \$255.00 |
| Conceptual Concrete Design LLC | \$7,200.00 |
| Concur Technologies, Inc | \$4,316.32 |
| Contemporary Media, Inc. | \$500.00 |
| Conversant | \$415,165.09 |
| CORE (Children of Restaurant Employees) | \$2,500.00 |
| Core Bar Consulting, LLC | \$1,500.00 |
| Corkcicle | \$5,168.77 |
| Cursive Solutions, Inc. | \$108,191.84 |
| Daisy's Po'Boy & Tavern | \$2,000.00 |
| Dash Funding Source | \$0.00 |
| Datasite | \$5,196.38 |
| David Neeley | \$442.00 |
| DC Arena LP DBA Monumental Sports and Entertainment | \$72,222.50 |
| DE LAGE LANDEN FINANCIAL SERVICES, INC | \$11,954.30 |
| Deluxe | \$193,077.40 |
| Deluxe- 20UNCNEA | \$859,695.49 |
| Distilled Resources, Inc. | \$136,594.05 |
| Distilled Spirits Council of the United States | \$30,000.00 |
| Dragon Spirits Marketing, Inc. | \$30,189.32 |
| DTALS Incorporated | \$2,763.50 |
| Duck River Electric Membership Corp. -3002 | \$11,039.54 |
| DWR Enterprises | \$2,550.00 |
| Ecolab Pest Elimination | \$23,514.36 |
| Edgartown Water Department | \$444.03 |
| Elaborate Images | \$144.99 |
| Eli Brown | \$10,000.00 |
| Elyse V Ruinn | \$500.00 |

| | |
|---|----------------|
| Epic Packaging Group | \$39,822.84 |
| Epsilon Lambda Charitable Foundation | \$2,500.00 |
| Equiano Rum | \$842,829.74 |
| ESP Fire Protection, LLC | \$1,304.00 |
| Eversource | \$1,923.42 |
| Exchange Media Group, Inc | \$12,024.00 |
| Farryn Burkham of Augusta Media | \$20,000.00 |
| FedEx | \$38.19 |
| Ferris Associates Limited | \$0.00 |
| Firebirds International, LLC | \$2,500.00 |
| Fogel & Potamianos, LLP | \$9,153.00 |
| Ford | \$1,677.99 |
| Forklift Systems Inc. | \$607.98 |
| Franklin Chamber of Commerce | \$5,000.00 |
| Franklin County Chamber Champion | \$5,200.00 |
| Freshworks | \$2,646.00 |
| FT Publications Inc | \$8,333.00 |
| Gan Assurance | \$7,872.90 |
| Genesis Global Recruiting Inc. | \$1,418,759.53 |
| Genesis Global Workforce Solutions | \$0.00 |
| Goo Goo Cluster | \$3,728.16 |
| Goodland Supply | \$0.00 |
| GooGoo Cluster | \$3,728.16 |
| Gotham Insurance | \$0.00 |
| Gradus Inc. LLC - DBA Mickey's Popcorn | \$884.64 |
| GREENBERG TRAUIG LLP | \$3,807.50 |
| Growth Ledge Agency | \$3,162.50 |
| Gunderson Dettmer | \$268,739.00 |
| Herald A | \$8,170.92 |
| Herring Technology | \$85,657.00 |
| Himmels Architectural Door and Hardware | \$5,196.26 |
| Hire Dragons | \$18,642.78 |
| HNB-Huntington Bank | \$4,726.18 |
| Hopkins Farms Broadcasting, Inc. | \$250.00 |
| Howard University | \$0.00 |
| Hudson Group (HG) Retail LLC | \$13,000.00 |
| Hue & Cry Limited | \$8,416.47 |
| Humble Baron | \$14,037.87 |
| Huntington | \$1,125.28 |
| Huntingtown Auto Spa | \$112.53 |
| Hyatt | \$900.00 |
| iGo Marketing & Entertainment | \$13,333.33 |
| iHeartMedia, Inc | \$117,799.84 |
| Imbibe Media, Inc. | \$42,105.00 |
| Incorporating Services, Ltd | \$16,461.32 |
| Industrial Logistics Group | \$1,975.00 |
| Ingram Content Group | \$22,535.10 |
| Intelligent Office of Nashville | \$4,244.80 |
| Irell & Manella LLP | \$57,194.09 |
| Isabelle Couprie | \$47,010.60 |

| | |
|--|--------------|
| IST Services & Communications | \$6,468.80 |
| ITNOLAP Pallet & Crafting, Inc. | \$1,357.00 |
| Ivy Mix | \$1,500.00 |
| Jack From Brooklyn- Deficit Funding | \$46,627.01 |
| Jazmin Gardner | \$1,316.25 |
| Johnson Brothers Maverick | \$19.96 |
| Johnson University | \$6,922.00 |
| Jonas Velarde | \$517.50 |
| Jones Distribution | \$6,453.04 |
| Journey For Good Foundation | \$12,250.00 |
| JPM Chase | \$1,731.34 |
| JT Disposal | \$68.00 |
| JumpCrew LLC | \$4,000.00 |
| Kacs Marketing | \$20,000.00 |
| Kate Gerwin | \$1,500.00 |
| Katsky Korins LLP | \$30,468.00 |
| Kentfield Marketing Group, LLC | \$407.44 |
| Koorsen Fire & Security | \$5,500.00 |
| KPMG | \$26,845.00 |
| Lakeway Publishers | \$2.00 |
| Lamar Companies | \$44,531.25 |
| Landreau Agro | \$19,645.22 |
| Launi King | \$39,937.50 |
| Lease Direct | \$318.10 |
| Lee Company | \$10,428.11 |
| Levi Gotsman | \$1,160.10 |
| Levy / Humble Baron, Inc. | \$26,056.97 |
| Life University | \$10,710.00 |
| Liquor Bottle Packaging International, LLC | \$30,147.83 |
| LocaliQ | \$9,821.95 |
| LocaliQ USA Today Network - acct 1142698 | \$24,178.60 |
| Logo Brands | \$6,233.86 |
| Logo Brands - Retail | \$15,845.89 |
| Lohr Distributing Co-Stl City | \$7.67 |
| Loomis Armored US, LLC | \$8,393.82 |
| Louisville Seventh 3PL | \$1,086.00 |
| Lush Tastings LLC | \$3,500.00 |
| Lymion Group Inc DBA Overproof | \$20,430.00 |
| Main Street Murfreesboro | \$3,000.00 |
| Mandlik & Rhodes | \$1,233.75 |
| Maplebear Inc. DBA Instacart | \$20,612.21 |
| Marabou, Inc F/S/O Jeffrey Wright | \$600,000.00 |
| Marshall's Haute Sauce | \$1,100.00 |
| MarkeTeam, Inc | \$2,600.00 |
| Martignetti | \$134.00 |
| Mary Gonzales Ramp | \$1,299.00 |
| Matanguy SAS | \$77,496.98 |
| Matthew Herman | \$12,000.00 |
| MCC Magazines, LLC | \$3,500.00 |
| Melcher Media | \$50,733.45 |

| | |
|---|----------------|
| Melisa Morales Velazquez | \$312.00 |
| Mercedes Auto Payment | \$1,306.48 |
| Mercury Design Studio | \$17,500.00 |
| Metro Lynchburg | \$29.17 |
| Metropolitan Moore Co Utility | \$74.29 |
| Michael George | \$10,000.00 |
| Mickey's Popcorn | \$884.64 |
| Midwest Promotional Models Inc | \$4,344.19 |
| Milano Promotional Services, Inc | \$554.29 |
| Miller Barondess, LLP | \$91,529.13 |
| Minuteman Press | \$121.74 |
| Monalto Corporate Events, Inc. | \$1,207,126.30 |
| Mora Chagoya | \$459.50 |
| Morgan, Lewis & Bockius LLP | \$287,999.92 |
| Movie Prod | \$2,619.45 |
| Mustard Seed Restaurant 2 LLC dba Daisy's Po'Boy & Tave | \$2,000.00 |
| Myers Concert Productions | \$500.00 |
| Nashville Communications | \$13,252.35 |
| Nashwood | \$50,000.00 |
| National Museum of African American Music | \$5,000.00 |
| Nationwide Distribution Services, Inc | \$41,021.87 |
| Newpoint Advisors Corp. | \$28,437.58 |
| Nicholas A Sensley | \$21,049.00 |
| Nicole Rush | \$7,500.00 |
| Ninety Proof Media | \$5,000.00 |
| North Mill Equipment Finance | \$1,004.29 |
| Northstar Spirits | \$173.68 |
| Nuso, LLC | \$6,450.86 |
| Oakdale Golf & Country Club | \$2,600.00 |
| Oasis W & S, LLC | \$43.62 |
| Odom NW Beverages | \$114.92 |
| Omar Seneriz | \$2,300.00 |
| Optima Program | \$2,234.00 |
| Oracle America Inc | \$581,000.33 |
| Oracle Netsuite | \$3,832.25 |
| OS3D Visualization & Design INC | \$9,500.00 |
| Otis and Rosie Brown Foundation, Inc | \$500.00 |
| Owner: Square One / Remit To: Industrial Logistics Group LI | \$1,975.00 |
| Pacers Basketball LLC | \$16,068.00 |
| Packaging Corporation of America | \$59,841.66 |
| Patrick Henry Creative Promotions | \$1,500.00 |
| PayBev LLC | \$13,880.00 |
| Paypal | \$1,822.20 |
| Pendleton Group LLC | \$2,000.00 |
| Pj's Hvac and Repair | \$3,346.00 |
| PKF Arsilon | \$1,334.04 |
| PLCS Premier Luxury Car Service | \$2,068.85 |
| Pollinate Inc. | \$660,706.96 |
| Poppy & Peep -Retail | \$5,700.00 |
| Possessed by Spirits Inc | \$1,500.00 |

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|--|--------------|
| Prashant Dongare | \$3,870.58 |
| Pratt Corrugated Holdings, Inc | \$277,691.10 |
| Pride Home Solutions | \$17,287.51 |
| Procopio, Cory, Hargreaves & S | \$145,338.68 |
| Progress Wine Group- FL | \$126.24 |
| Provi | \$0.01 |
| Pye Barker Fire & Safety | \$6,362.00 |
| Questex LLC | \$41,510.96 |
| R&S Flooring LLC | \$2,500.00 |
| Randstad | \$91,269.55 |
| Ranger Station | \$525.24 |
| Republic National Distributing Company | \$22.82 |
| ReserveBar Holdings Corp | \$7,800.00 |
| RNDC, Montgomery, AL | \$89.82 |
| RNDC-NWS, LLC (formerly NWS) | \$36.20 |
| Rose Construction | \$3,400.11 |
| Roy & Associates CPA P.C. | \$1,500.00 |
| Rusken Packaging | \$8,874.25 |
| Rutherford County Chamber of Commerce | \$10,000.00 |
| S.A.S. Domaine D'Anatole | \$110.17 |
| Salary.com LLC | \$15,999.00 |
| San Diego Spirits Festival | \$16,560.00 |
| Sarah d Sousa | \$12,000.00 |
| Sarl eta Pierra Baudin | \$27,965.12 |
| Savariau | \$3,697.89 |
| Scorp Promo, Inc. | \$10,803.28 |
| Sean Carr | \$675.00 |
| Selas FTPA | \$2,840.24 |
| SevenFifty | \$800.00 |
| Shared Spirits, LLC. | \$10,225.00 |
| Shedd Aquarium | \$5,000.00 |
| Shelbyville Grand | \$13,000.00 |
| Shelbyville Lions Club | \$650.00 |
| Shelbyville-Bedford Partnership | \$20,000.00 |
| Sheralyn Bradley | \$3,712.74 |
| Sigma Supply of North America | \$4,597.23 |
| Signet | \$1,977.00 |
| Slicker Beverage Insights | \$58,704.97 |
| Social Coast Mobile Beverage Co. | \$19,851.00 |
| Southern Smoke Foundation | \$2,500.00 |
| Spector | \$797.46 |
| Speed Rack Inc | \$48,000.00 |
| SpeedPro | \$75.00 |
| Spirits Bartending Service LLC | \$3,712.74 |
| SquareWorks Consulting | \$15,518.00 |
| State of Tennessee Elevator Unit | \$90.00 |
| Steven Aturo | \$3,575.54 |
| Straight Up Collective, LLC | \$19,400.00 |
| Stratus of Nashville | \$1,125.00 |
| SUCO | \$2,250.00 |

| | |
|---|--------------|
| Sunbelt Rentals | \$437.22 |
| Susan A Davidson | \$740.00 |
| Sysco | \$7,355.06 |
| System Scales Corp - Construction | \$1,239.00 |
| T2D Concepts LLC | \$2,000.00 |
| Tanisha Gaines | \$120.00 |
| Taylor Wessing | \$6,670.49 |
| Tennessee Department of Revenue - F&E Tax | \$66,012.93 |
| Tennessee Distilling Group | \$107,128.00 |
| Tennessee Logos, LLC | \$1,373.00 |
| Terracon Consultants, Inc | \$130,617.88 |
| Terrell Maddox | \$9,539.07 |
| The Brand Guild | \$246,296.81 |
| The Celebration | \$90,000.00 |
| The Cincinnati Insurance Companies | \$65,379.00 |
| The Express | \$274.38 |
| The Formulation Group | \$17,000.00 |
| The Keystone Group LLC | \$13,084.00 |
| The Mather Group, LLC | \$30,000.00 |
| The Monroe Companies, LLC | \$3,000.00 |
| The Only IMPACT Magazine LLC | \$1,000.00 |
| The UPS Store | \$4,499.32 |
| Thompson Burton PLLC | \$32,345.71 |
| Thoroughbred Spirits Group, LLC | \$29,915.84 |
| Thousand Oaks Barrel Co. | \$3,417.95 |
| Threds Inc | \$1,061.42 |
| ThreeStone Solutions LLC | \$10,425.00 |
| Tiffanie Barriere | \$1,500.00 |
| Tim Wiencek | \$2,800.00 |
| TN Dept of Environment & Conservation | \$1,974.83 |
| TN Dept of Revenue | \$8,029.69 |
| TN Labor & Workforce Development | \$150.95 |
| Tom Attwater Media | \$1,928.00 |
| Top Shelf Promotions, Inc. | \$11,747.48 |
| Total Quality Logistics | \$13,342.26 |
| Town of Edgartown | \$9,405.68 |
| TQL | \$11,325.46 |
| Tri Star Outdoors | \$300.00 |
| Tricorbraun Inc | \$423,025.99 |
| Triple Seat Software | \$528.06 |
| Troutman Pepper Locke LLP | \$116,066.50 |
| True North Consulting, LLC | \$170,750.00 |
| Uline | \$7,296.33 |
| UN/Empire | \$262,186.38 |
| Unifirst Coporation | \$3,246.30 |
| Unishippers | \$311.41 |
| United States Bartenders' Guild Inc. | \$1,500.00 |
| Upworks | \$17,262.67 |
| US Event Management | \$2,172.34 |
| US Standard Products Corp | \$1,560.90 |

| | |
|--------------------------------------|------------------------|
| VentraOps | \$199,120.00 |
| Verizon Business | \$7,814.12 |
| Vermont Information Processing, Inc, | \$13,993.22 |
| Villela CPA PLLC | \$15,000.00 |
| Virginia Tech University | \$20,273.50 |
| Vokent LLC | \$1,828.82 |
| Wedland Group | \$289,308.20 |
| Whistle Pig Rye | \$30,713.05 |
| WhistlePig, LLC | \$31,805.35 |
| White Door Events | \$1,168.98 |
| Willscot - Mobile Mini | \$16,031.47 |
| Wine Warehouse - | \$1,134.12 |
| Zimcal Asset Managment | \$0.00 |
| Zucconi Idea Agency Inc | \$3,500.00 |
| Unidentified Vendor | \$3,878,143.43 |
| TOTAL: | <u>\$20,143,518.23</u> |

21153736
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

| | | | |
|------------|---------|-------------|------|
| Date | 1/31/24 | Page | 1 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 1 |
| Account Number | Acct Ending 3160 | Statement Dates | 1/04/24 thru 1/31/24 |
| Beginning Balance | .00 | Days in this Statement Period | 28 |
| 4 Deposits/Credits | 9,349.21 | | |
| 4 Checks/Debits | 3,690.42 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 5,658.79 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Deposits & Other Credits

| Date | Description | Amount |
|------|-------------------------------|----------|
| 1/08 | Transfer: Pe Chuck Baker | 2,500.00 |
| 1/10 | LN# 2440097919 4 FRONT STREET | 1,814.21 |
| 1/10 | Refund NSF Paid Item Fee | 35.00 |
| 1/22 | Deposit | 5,000.00 |

| | | | |
|------------|---------|-------------|------|
| Date | 1/31/24 | Page | 2 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|--|-----------|
| 1/08 | Transfer: Per Chuck Baker | 1,814.21- |
| 1/08 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |
| 1/08 | Overdraft Item Charge | 35.00- |
| 1/31 | CHK ORDER HARLAND CLARKE PPD 152G49670351100 4 FRONT STREET LLC | 27.00- |

Daily Balance Information

| Date | Balance | Date | Balance | Date | Balance |
|------|-----------|------|----------|------|----------|
| 1/04 | .00 | 1/10 | 685.79 | 1/31 | 5,658.79 |
| 1/08 | 1,163.42- | 1/22 | 5,685.79 | | |

| Credit | | Business Deposit | |
|-------------------------------------|-------------------|------------------|---------------------|
| Bank: | FirstBank | Date/Time: | 1/22/2024 1:15 PM |
| Branch #: | 1147 | Workstation: | 16334702 |
| Branch Name: | Shelbyville | RR #: | 878749990000190 |
| Teller ID: | 1803448114 | Owner: | 4 Front Street LLC |
| Drawer #: | 14703 | | |
| Trans #: | 53 | | |
| Misc: | Yen Business Dep. | | |
| SUBSTITUTE IMAGE / VIRTUAL DOCUMENT | | | |
| AUXILIARY | R/T | ACCOUNT | PG/TC AMOUNT |
| | 5220-0011 | 89043160 | 20 \$5,000.00 |

Check: 0 Amount: \$5,000.00 Date: 1/22/2024

21385869
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

Date 2/29/24 Page 1
 Account Acct Ending 3160
 Enclosures

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 0 |
| Account Number | Acct Ending 3160 | Statement Dates | 2/01/24 thru 2/29/24 |
| Beginning Balance | 5,658.79 | Days in this Statement Period | 29 |
| Deposits/Credits | .00 | | |
| 2 Checks/Debits | 1,842.51 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 3,816.28 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Checks & Other Debits

| Date | Description | Amount |
|------|--|-----------|
| 2/05 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |
| 2/07 | CHK ORDER HARLAND CLARKE PPD 150510800311400 4 FRONT STREET LLC | 28.30- |

| | |
|--------------|------------------|
| Date 2/29/24 | Page 2 |
| Account | Acct Ending 3160 |
| Enclosures | |

FirstBusiness Checking

Acct Ending 3160 (Continued)

Daily Balance Information

| Date | Balance | Date | Balance | Date | Balance |
|------|----------|------|----------|------|----------|
| 2/01 | 5,658.79 | 2/05 | 3,844.58 | 2/07 | 3,816.28 |

21704084
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

| | | | |
|------------|---------|-------------|------|
| Date | 3/29/24 | Page | 1 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 1 |
| Account Number | Acct Ending 3160 | Statement Dates | 3/01/24 thru 3/31/24 |
| Beginning Balance | 3,816.28 | Days in this Statement Period | 31 |
| 1 Deposits/Credits | 2,000.00 | | |
| 4 Checks/Debits | 2,238.45 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 3,577.83 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Deposits & Other Credits

| Date | Description | Amount |
|------|-------------|----------|
| 3/08 | Deposit | 2,000.00 |

Checks & Other Debits

| Date | Description | Amount |
|------|---|-----------|
| 3/05 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |

| | | | |
|------------|---------|-------------|------|
| Date | 3/29/24 | Page | 2 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|---|---------|
| 3/14 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 | 40.52- |
| 3/14 | 4 FRONT STREET LLC ELEC. BILL DUCK RIVER EMC PPD 00453618001 | 59.82- |
| 3/19 | 4 FRONT ST LLC TELPAYMENT 03/15 SHELTEREFT TEL | 323.90- |

Daily Balance Information

| Date | Balance | Date | Balance | Date | Balance |
|------|----------|------|----------|------|----------|
| 3/01 | 3,816.28 | 3/08 | 4,002.07 | 3/19 | 3,577.83 |
| 3/05 | 2,002.07 | 3/14 | 3,901.73 | | |

| DEPOSIT TICKET | |
|--|-----------------------------------|
| DATE: 3/2/24 | |
| FirstBank 4 FRONT STREET LLC 400 NORTH MAIN STREET STE 200 SHILOHVILLE, TN 37168 | AMOUNT: \$ 2,000. DATE: 3/2/24 |
| ⑆5570⑉⑈000⑆ 89043160⑈ | |

Check: 0 Amount: \$2,000.00 Date: 3/8/2024

21966577
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

| | | | |
|------------|---------|-------------|------|
| Date | 4/30/24 | Page | 1 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 1 |
| Account Number | Acct Ending 3160 | Statement Dates | 4/01/24 thru 4/30/24 |
| Beginning Balance | 3,577.83 | Days in this Statement Period | 30 |
| 1 Deposits/Credits | 2,500.00 | | |
| 4 Checks/Debits | 2,035.92 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 4,041.91 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Deposits & Other Credits

| Date | Description | Amount |
|------|-------------|----------|
| 4/15 | Deposit | 2,500.00 |

Checks & Other Debits

| Date | Description | Amount |
|------|---|-----------|
| 4/05 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |

| | | | |
|------------|---------|-------------|------|
| Date | 4/30/24 | Page | 2 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|---|---------|
| 4/16 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 4 FRONT STREET LLC | 34.87- |
| 4/16 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 72.01- |
| 4/16 | SPS. PREM. SHELTER MUTUAL PPD 0001764473 4 FRONT STREET LLC | 114.83- |

Daily Balance Information

| Date | Balance | Date | Balance |
|------|----------|------|----------|
| 4/01 | 3,577.83 | 4/15 | 4,263.62 |
| 4/05 | 1,763.62 | 4/16 | 4,041.91 |

DEPOSIT TICKET
DATE: 4/15/24
AMOUNT: \$ 2,500.
MICR: @1110=20001 89043160

Check: 0 Amount: \$2,500.00 Date: 4/15/2024

22239323
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

| | | | |
|------------|---------|-------------|------|
| Date | 5/31/24 | Page | 1 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 1 |
| Account Number | Acct Ending 3160 | Statement Dates | 5/01/24 thru 6/02/24 |
| Beginning Balance | 4,041.91 | Days in this Statement Period | 33 |
| 1 Deposits/Credits | 2,000.00 | | |
| 4 Checks/Debits | 2,056.24 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 3,985.67 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Deposits & Other Credits

| Date | Description | Amount |
|------|-------------|----------|
| 5/06 | Deposit | 2,000.00 |

Checks & Other Debits

| Date | Description | Amount |
|------|---|-----------|
| 5/03 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |

| | | | |
|------------|---------|-------------|------|
| Date | 5/31/24 | Page | 2 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|---|---------|
| 5/14 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 4 FRONT STREET LLC | 48.36- |
| 5/14 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 78.84- |
| 5/15 | SPS. PREM. SHELTER MUTUAL PPD 0002180720 4 FRONT STREET LLC | 114.83- |

Daily Balance Information

| Date | Balance | Date | Balance | Date | Balance |
|------|----------|------|----------|------|----------|
| 5/01 | 4,041.91 | 5/06 | 4,227.70 | 5/15 | 3,985.67 |
| 5/03 | 2,227.70 | 5/14 | 4,100.50 | | |

DEPOSIT TICKET
5/6/24
AMOUNT \$ 2,000.00
4 FRONT STREET LLC
⑈ 67679 888888 888888 888888 ⑈

Check: 0 Amount: \$2,000.00 Date: 5/6/2024

22502297
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

| | | | |
|------------|---------|-------------|------|
| Date | 6/28/24 | Page | 1 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 1 |
| Account Number | Acct Ending 3160 | Statement Dates | 6/03/24 thru 6/30/24 |
| Beginning Balance | 3,985.67 | Days in this Statement Period | 28 |
| 1 Deposits/Credits | 2,000.00 | | |
| 4 Checks/Debits | 2,025.81 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 3,959.86 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Deposits & Other Credits

| Date | Description | Amount |
|------|-------------|----------|
| 6/03 | Deposit | 2,000.00 |

Checks & Other Debits

| Date | Description | Amount |
|------|---|-----------|
| 6/05 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |

| | |
|--------------|------------------|
| Date 6/28/24 | Page 2 |
| Account | Acct Ending 3160 |
| Enclosures | 1 |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|---|---------|
| 6/14 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 4 FRONT STREET LLC | 46.52- |
| 6/14 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 50.25- |
| 6/17 | SPS. PREM. SHELTER MUTUAL PPD 0002599757 4 FRONT STREET LLC | 114.83- |

Daily Balance Information

| Date | Balance | Date | Balance |
|------|----------|------|----------|
| 6/03 | 5,985.67 | 6/14 | 4,074.69 |
| 6/05 | 4,171.46 | 6/17 | 3,959.86 |

22787722
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

| | | | |
|------------|---------|-------------|------|
| Date | 7/31/24 | Page | 1 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 1 |
| Account Number | Acct Ending 3160 | Statement Dates | 7/01/24 thru 7/31/24 |
| Beginning Balance | 3,959.86 | Days in this Statement Period | 31 |
| 1 Deposits/Credits | 2,000.00 | | |
| 4 Checks/Debits | 2,015.12 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 3,944.74 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Deposits & Other Credits

| Date | Description | Amount |
|------|-------------|----------|
| 7/12 | Deposit | 2,000.00 |

Checks & Other Debits

| Date | Description | Amount |
|------|---|-----------|
| 7/05 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |

| | | | |
|------------|---------|-------------|------|
| Date | 7/31/24 | Page | 2 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|---|---------|
| 7/16 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 4 FRONT STREET LLC | 40.04- |
| 7/16 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 46.04- |
| 7/16 | SPS. PREM. SHELTER MUTUAL PPD 0003022163 4 FRONT STREET LLC | 114.83- |

Daily Balance Information

| Date | Balance | Date | Balance |
|------|----------|------|----------|
| 7/01 | 3,959.86 | 7/12 | 4,145.65 |
| 7/05 | 2,145.65 | 7/16 | 3,944.74 |

DEPOSIT TICKET

DATE: 7/12/2024

CHECKS: 0

CHECK AMOUNT: \$ 2,000.00

CHECK DATE: 7/12/2024

CHECK NUMBER: 0

CHECK TOTAL: \$ 2,000.00

CASH: 0

CASH TOTAL: \$ 0.00

TOTAL DEPOSITED: \$ 2,000.00

ACCOUNT NUMBER: 89043160

Check: 0 Amount: \$2,000.00 Date: 7/12/2024

23052839
4 Front Street LLC
600 North Main Street Ste 2000
shelbyville TN 37160

| | | | |
|------------|---------|-------------|------|
| Date | 8/30/24 | Page | 1 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 1 |
| Account Number | Acct Ending 3160 | Statement Dates | 8/01/24 thru 9/02/24 |
| Beginning Balance | 3,944.74 | Days in this Statement Period | 33 |
| 1 Deposits/Credits | 2,000.00 | | |
| 4 Checks/Debits | 2,006.00 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 3,938.74 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Deposits & Other Credits

| Date | Description | Amount |
|------|-------------|----------|
| 8/28 | Deposit | 2,000.00 |

Checks & Other Debits

| Date | Description | Amount |
|------|---|-----------|
| 8/05 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |

| | | | |
|------------|---------|-------------|------|
| Date | 8/30/24 | Page | 2 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|---|---------|
| 8/14 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 33.53- |
| 8/14 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 4 FRONT STREET LLC | 43.43- |
| 8/15 | SPS. PREM. SHELTER MUTUAL PPD 0003433204 4 FRONT STREET LLC | 114.83- |

Daily Balance Information

| Date | Balance | Date | Balance | Date | Balance |
|------|----------|------|----------|------|----------|
| 8/01 | 3,944.74 | 8/14 | 2,053.57 | 8/28 | 3,938.74 |
| 8/05 | 2,130.53 | 8/15 | 1,938.74 | | |

23289580
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

Date 9/30/24 Page 1
 Account Acct Ending 3160
 Enclosures

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 0 |
| Account Number | Acct Ending 3160 | Statement Dates | 9/03/24 thru 9/30/24 |
| Beginning Balance | 3,938.74 | Days in this Statement Period | 28 |
| 1 Deposits/Credits | 2,078.74 | | |
| 6 Checks/Debits | 4,122.57 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 1,894.91 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$35.00 | \$35.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Deposits & Other Credits

| Date | Description | Amount |
|------|-----------------------------|----------|
| 9/30 | eGo* Bedford Trustee PPD | 2,078.74 |
| | 4 Front Street | |

| | |
|--------------|------------------|
| Date 9/30/24 | Page 2 |
| Account | Acct Ending 3160 |
| Enclosures | |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|---|-----------|
| 9/05 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |
| 9/16 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 36.83- |
| 9/16 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 4 FRONT STREET LLC | 42.96- |
| 9/17 | SPS. PREM. SHELTER MUTUAL PPD 0003858991 4 FRONT STREET LLC | 114.83- |
| 9/26 | eGO* Bedford Trustee WEB 0011266950 242071757375839 | 2,078.74- |
| 9/26 | Overdraft Item Charge | 35.00- |

Daily Balance Information

| Date | Balance | Date | Balance | Date | Balance |
|------|----------|------|----------|------|----------|
| 9/03 | 3,938.74 | 9/16 | 2,044.74 | 9/26 | 183.83- |
| 9/05 | 2,124.53 | 9/17 | 1,929.91 | 9/30 | 1,894.91 |

23575160
4 Front Street LLC
600 North Main Street Ste 2000
shelbyville TN 37160

| | |
|---------------|------------------|
| Date 10/31/24 | Page 1 |
| Account | Acct Ending 3160 |
| Enclosures | 1 |

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|------------------------|
| FirstBusiness Checking | | Number of Enclosures | 1 |
| Account Number | Acct Ending 3160 | Statement Dates | 10/01/24 thru 10/31/24 |
| Beginning Balance | 1,894.91 | Days in this Statement Period | 31 |
| 1 Deposits/Credits | 3,000.00 | | |
| 4 Checks/Debits | 2,014.00 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 2,880.91 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$35.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Deposits & Other Credits

| Date | Description | Amount |
|-------|-------------|----------|
| 10/10 | Deposit | 3,000.00 |

Checks & Other Debits

| Date | Description | Amount |
|-------|---|-----------|
| 10/04 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |

| | |
|---------------|------------------|
| Date 10/31/24 | Page 2 |
| Account | Acct Ending 3160 |
| Enclosures | 1 |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|-------|---|---------|
| 10/16 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 41.54- |
| 10/16 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 4 FRONT STREET LLC | 43.42- |
| 10/16 | SPS. PREM. SHELTER MUTUAL PPD 0004282863 4 FRONT STREET LLC | 114.83- |

Daily Balance Information

| Date | Balance | Date | Balance |
|-------|----------|-------|----------|
| 10/01 | 1,894.91 | 10/10 | 3,080.70 |
| 10/04 | 80.70 | 10/16 | 2,880.91 |

DEPOSIT TICKET
DATE: 10/10/24
AMOUNT: 3000.00
FIRST BANK

DEPOSITED BY: [Signature]
ACCOUNT NO: [Redacted]
CHECK NO: [Redacted]
TOTAL DEPOSITED: \$ 3000.00

FOR DEPOSIT ONLY
FIRST BANK

Check: 0 Amount: \$3,000.00 Date: 10/10/2024

23822651
4 Front Street LLC
600 North Main Street Ste 2000
shelbyville TN 37160

Date 11/29/24 Page 1
Account Acct Ending 3160
Enclosures

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|------------------------|
| FirstBusiness Checking | | Number of Enclosures | 0 |
| Account Number | Acct Ending 3160 | Statement Dates | 11/01/24 thru 12/01/24 |
| Beginning Balance | 2,880.91 | Days in this Statement Period | 31 |
| 1 Deposits/Credits | 1,500.00 | | |
| 6 Checks/Debits | 4,091.90 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 289.01 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$35.00 | \$70.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Deposits & Other Credits

| Date | Description | Amount |
|-------|-------------|----------|
| 11/07 | per Chuck | 1,500.00 |

Checks & Other Debits

| Date | Description | Amount |
|-------|---|-----------|
| 11/05 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |

| | |
|---------------|------------------|
| Date 11/29/24 | Page 2 |
| Account | Acct Ending 3160 |
| Enclosures | |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|-------|--|-----------|
| 11/06 | eGo* Bedford Trustee WEB 0011266950 | 2,042.00- |
| 11/06 | 242071755293660 Overdraft Item Charge | 35.00- |
| 11/15 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 | 40.29- |
| 11/15 | 4 FRONT ST LLC ELEC. BILL DUCK RIVER EMC PPD 00453618002 | 45.57- |
| 11/15 | 4 FRONT STREET LLC SPS. PREM. SHELTER MUTUAL PPD 0004715393 | 114.83- |
| | 4 FRONT STREET LLC | |

Daily Balance Information

| Date | Balance | Date | Balance | Date | Balance |
|-------|----------|-------|-----------|-------|---------|
| 11/01 | 2,880.91 | 11/06 | 1,010.30- | 11/15 | 289.01 |
| 11/05 | 1,066.70 | 11/07 | 489.70 | | |

24097958
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

| | |
|---------------|------------------|
| Date 12/31/24 | Page 1 |
| Account | Acct Ending 3160 |
| Enclosures | 1 |

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|------------------------|
| FirstBusiness Checking | | Number of Enclosures | 1 |
| Account Number | Acct Ending 3160 | Statement Dates | 12/02/24 thru 12/31/24 |
| Beginning Balance | 289.01 | Days in this Statement Period | 30 |
| 1 Deposits/Credits | 2,000.00 | | |
| 4 Checks/Debits | 2,011.64 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 277.37 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$70.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Deposits & Other Credits

| Date | Description | Amount |
|-------|-------------|----------|
| 12/02 | Deposit | 2,000.00 |

Checks & Other Debits

| Date | Description | Amount |
|-------|---|-----------|
| 12/05 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |

| | |
|---------------|------------------|
| Date 12/31/24 | Page 2 |
| Account | Acct Ending 3160 |
| Enclosures | 1 |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|-------|---|---------|
| 12/16 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 40.49- |
| 12/16 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 4 FRONT STREET LLC | 42.11- |
| 12/17 | SPS. PREM. SHELTER MUTUAL PPD 0005148599 4 FRONT STREET LLC | 114.83- |

Daily Balance Information

| Date | Balance | Date | Balance |
|-------|----------|-------|---------|
| 12/02 | 2,289.01 | 12/16 | 392.20 |
| 12/05 | 474.80 | 12/17 | 277.37 |

24339495
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

| | |
|--------------|------------------|
| Date 1/31/25 | Page 1 |
| Account | Acct Ending 3160 |
| Enclosures | |

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 0 |
| Account Number | Acct Ending 3160 | Statement Dates | 1/01/25 thru 2/02/25 |
| Beginning Balance | 277.37 | Days in this Statement Period | 33 |
| Deposits/Credits | .00 | | |
| 3 Checks/Debits | 224.60 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 52.77 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |
| Total Overdraft Fees Year to Date 2024 | | \$70.00 |
| Total Returned Item Fees Year to Date 2024 | | \$.00 |

| | |
|--------------|------------------|
| Date 1/31/25 | Page 2 |
| Account | Acct Ending 3160 |
| Enclosures | |

FirstBusiness Checking

Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|---|---------|
| 1/14 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 4 FRONT STREET LLC | 43.01- |
| 1/14 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 66.76- |
| 1/15 | SPS. PREM. SHELTER MUTUAL PPD 0005579139 4 FRONT STREET LLC | 114.83- |

Daily Balance Information

| Date | Balance | Date | Balance | Date | Balance |
|------|---------|------|---------|------|---------|
| 1/01 | 277.37 | 1/14 | 167.60 | 1/15 | 52.77 |

24616513
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

Date 2/28/25 Page 1
 Account Acct Ending 3160
 Enclosures

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 0 |
| Account Number | Acct Ending 3160 | Statement Dates | 2/03/25 thru 3/02/25 |
| Beginning Balance | 52.77 | Days in this Statement Period | 28 |
| Deposits/Credits | .00 | | |
| 7 Checks/Debits | 155.13 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 102.36- | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$55.00 | \$55.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Checks & Other Debits

| Date | Description | Amount |
|------|--|--------|
| 2/14 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 | 43.88- |
| 2/14 | 4 FRONT STREET LLC ELEC. BILL DUCK RIVER EMC PPD | 56.25- |

| | |
|--------------|------------------|
| Date 2/28/25 | Page 2 |
| Account | Acct Ending 3160 |
| Enclosures | |

FirstBusiness Checking

Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|-----------------------------|--------|
| | 00453618001 | |
| | 4 FRONT ST LLC | |
| 2/14 | Overdraft Item Charge | 35.00- |
| 2/25 | Continuous Overdraft Charge | 5.00- |
| 2/26 | Continuous Overdraft Charge | 5.00- |
| 2/27 | Continuous Overdraft Charge | 5.00- |
| 2/28 | Continuous Overdraft Charge | 5.00- |

Daily Balance Information

| Date | Balance | Date | Balance | Date | Balance |
|------|---------|------|---------|------|---------|
| 2/03 | 52.77 | 2/25 | 87.36- | 2/27 | 97.36- |
| 2/14 | 82.36- | 2/26 | 92.36- | 2/28 | 102.36- |

24922335
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

| | | | |
|------------|---------|-------------|------|
| Date | 3/31/25 | Page | 1 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 1 |
| Account Number | Acct Ending 3160 | Statement Dates | 3/03/25 thru 3/31/25 |
| Beginning Balance | 102.36- | Days in this Statement Period | 29 |
| 2 Deposits/Credits | 4,000.00 | | |
| 12 Checks/Debits | 1,764.14 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 2,133.50 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$45.00 | \$100.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Deposits & Other Credits

| Date | Description | Amount |
|------|-------------|----------|
| 3/14 | per Chuck | 2,000.00 |
| 3/27 | Deposit | 2,000.00 |

Checks & Other Debits

| Date | Description | Amount |
|------|-----------------------------|--------|
| 3/03 | Continuous Overdraft Charge | 5.00- |

| | | | |
|------------|---------|-------------|------|
| Date | 3/31/25 | Page | 2 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

FirstBusiness Checking

Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|---|-----------|
| 3/04 | Continuous Overdraft Charge | 5.00- |
| 3/05 | Continuous Overdraft Charge | 5.00- |
| 3/06 | Continuous Overdraft Charge | 5.00- |
| 3/07 | Continuous Overdraft Charge | 5.00- |
| 3/10 | Continuous Overdraft Charge | 5.00- |
| 3/11 | Continuous Overdraft Charge | 5.00- |
| 3/12 | Continuous Overdraft Charge | 5.00- |
| 3/13 | Continuous Overdraft Charge | 5.00- |
| 3/14 | Transfer to Loan | 1,624.05- |
| | Acct No. Acct Ending 7919 | |
| 3/14 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 4 FRONT STREET LLC | 44.15- |
| 3/14 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 50.94- |

Daily Balance Information

| Date | Balance | Date | Balance | Date | Balance |
|------|---------|------|---------|------|----------|
| 3/03 | 107.36- | 3/07 | 127.36- | 3/13 | 147.36- |
| 3/04 | 112.36- | 3/10 | 132.36- | 3/14 | 133.50 |
| 3/05 | 117.36- | 3/11 | 137.36- | 3/27 | 2,133.50 |
| 3/06 | 122.36- | 3/12 | 142.36- | | |

25173956
4 Front Street LLC
600 North Main Street Ste 2000
shelbyville TN 37160

| | | | |
|------------|---------|-------------|------|
| Date | 4/30/25 | Page | 1 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | |

Checking Accounts

Effective 07/01/2025: Depending on the type of check that you deposit, funds may not be available until the seventh business day of your deposit. The first \$275.00 of your deposits, however, will be available on the first business day.

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 0 |
| Account Number | Acct Ending 3160 | Statement Dates | 4/01/25 thru 4/30/25 |
| Beginning Balance | 2,133.50 | Days in this Statement Period | 30 |
| Deposits/Credits | .00 | | |
| 2 Checks/Debits | 90.16 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 2,043.34 | | |

| | Total For This Period | Total Year-to-Date |
|--|--------------------------|-----------------------|
| Total Overdraft Fees for this Period | \$.00 | \$100.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Checks & Other Debits

| Date | Description | Amount |
|------|----------------------------------|--------|
| 4/15 | ELEC. BILL DUCK RIVER EMC PPD | 43.88- |

| | |
|--------------|------------------|
| Date 4/30/25 | Page 2 |
| Account | Acct Ending 3160 |
| Enclosures | |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|--|--------|
| 4/15 | 00453618002 4 FRONT STREET LLC ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 46.28- |

Daily Balance Information

| Date | Balance | Date | Balance |
|------|----------|------|----------|
| 4/01 | 2,133.50 | 4/15 | 2,043.34 |

25453413
4 Front Street LLC
600 North Main Street Ste 2000
shelbyville TN 37160

Date 5/30/25 Page 1
Account Acct Ending 3160
Enclosures

Checking Accounts

Effective 07/01/2025: Depending on the type of check that you deposit, funds may not be available until the seventh business day of your deposit. The first \$275.00 of your deposits, however, will be available on the first business day.

FirstBusiness Checking

Account Number Acct Ending 3160
Beginning Balance 2,043.34
Deposits/Credits .00
2 Checks/Debits 99.18
Service Charge .00
Interest Paid .00
Ending Balance 1,944.16

Number of Enclosures

0
Statement Dates 5/01/25 thru 6/01/25
Days in this Statement Period 32

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$100.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Checks & Other Debits

| Date | Description | Amount |
|------|----------------------------------|--------|
| 5/14 | ELEC. BILL DUCK RIVER EMC PPD | 47.51- |

| | |
|--------------|------------------|
| Date 5/30/25 | Page 2 |
| Account | Acct Ending 3160 |
| Enclosures | |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|--|--------|
| 5/14 | 00453618002 4 FRONT STREET LLC ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 51.67- |

Daily Balance Information

| Date | Balance | Date | Balance |
|------|----------|------|----------|
| 5/01 | 2,043.34 | 5/14 | 1,944.16 |

25704706
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

| | | | |
|------------|---------|-------------|------|
| Date | 6/30/25 | Page | 1 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | |

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 0 |
| Account Number | Acct Ending 3160 | Statement Dates | 6/02/25 thru 6/30/25 |
| Beginning Balance | 1,944.16 | Days in this Statement Period | 29 |
| Deposits/Credits | .00 | | |
| 2 Checks/Debits | 93.36 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 1,850.80 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$100.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Checks & Other Debits

| Date | Description | Amount |
|------|--|--------|
| 6/16 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 | 45.88- |
| 6/16 | 4 FRONT ST LLC ELEC. BILL DUCK RIVER EMC PPD | 47.48- |

| | |
|--------------|------------------|
| Date 6/30/25 | Page 2 |
| Account | Acct Ending 3160 |
| Enclosures | |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|--------------------|--------|
| | 00453618002 | |
| | 4 FRONT STREET LLC | |

Daily Balance Information

| Date | Balance | Date | Balance |
|------|----------|------|----------|
| 6/02 | 1,944.16 | 6/16 | 1,850.80 |

25987286
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

| | | | |
|------------|---------|-------------|------|
| Date | 7/31/25 | Page | 1 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 2 |

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 2 |
| Account Number | Acct Ending 3160 | Statement Dates | 7/01/25 thru 7/31/25 |
| Beginning Balance | 1,850.80 | Days in this Statement Period | 31 |
| 2 Deposits/Credits | 5,000.00 | | |
| 3 Checks/Debits | 1,908.66 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 4,942.14 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$100.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Deposits & Other Credits

| Date | Description | Amount |
|------|-------------|----------|
| 7/01 | Deposit | 2,000.00 |
| 7/01 | Deposit | 3,000.00 |

Checks & Other Debits

| Date | Description | Amount |
|------|-------------|--------|
|------|-------------|--------|

| | | | |
|------------|---------|-------------|------|
| Date | 7/31/25 | Page | 2 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 2 |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|---|-----------|
| 7/03 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |
| 7/15 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 46.10- |
| 7/15 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 4 FRONT STREET LLC | 48.35- |

Daily Balance Information

| Date | Balance | Date | Balance | Date | Balance |
|------|----------|------|----------|------|----------|
| 7/01 | 6,850.80 | 7/03 | 5,036.59 | 7/15 | 4,942.14 |

| Credit | | DDA Deposit | |
|--------------|---------------------------|--------------|--------------------|
| Bank: | FirstBank | Date/Time: | 7/1/2025 3:22 PM |
| Branch #: | 1244 | Workstation: | 16338105 |
| Branch Name: | Farmers Bank of Lynchburg | RFN #: | 931366860000128 |
| Teller ID: | 16394 OJAH | Owner: | 4 Front Street LLC |
| Drawer #: | 24401 | | |
| Trans #: | 47 | | |
| Misc: | 7/1/2025 Deposit | | |

SUBSTITUTE IMAGE / VIRTUAL DOCUMENT

| AUXILIARY | R/T | ACCOUNT | PG/TC | AMOUNT |
|-----------|-----------|----------|-------|------------|
| | 5220-0011 | 89043160 | 20 | \$3,000.00 |

Check: 0 Amount: \$3,000.00 Date: 7/1/2025

DEPOSIT TICKET

2000

4 FRONT STREET LLC
 100 SOUTH COAST STREET 2ND FLOOR
 LEXINGTON, TN 38351

\$ 2000

⑈ 65 670-6000 89043160 ⑈

Check: 0 Amount: \$2,000.00 Date: 7/1/2025

26230655
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

Date 8/29/25 Page 1
 Account Acct Ending 3160
 Enclosures

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 0 |
| Account Number | Acct Ending 3160 | Statement Dates | 8/01/25 thru 9/01/25 |
| Beginning Balance | 4,942.14 | Days in this Statement Period | 32 |
| Deposits/Credits | .00 | | |
| 3 Checks/Debits | 1,899.21 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 3,042.93 | | |

| | Total For This Period | Total Year-to-Date |
|--|--------------------------|-----------------------|
| Total Overdraft Fees for this Period | \$.00 | \$100.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Checks & Other Debits

| Date | Description | Amount |
|------|---|-----------|
| 8/05 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |
| 8/14 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 40.49- |
| 8/14 | ELEC. BILL DUCK RIVER EMC PPD | 44.51- |

| | |
|--------------|------------------|
| Date 8/29/25 | Page 2 |
| Account | Acct Ending 3160 |
| Enclosures | |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|--------------------|--------|
| | 00453618002 | |
| | 4 FRONT STREET LLC | |

Daily Balance Information

| Date | Balance | Date | Balance | Date | Balance |
|------|----------|------|----------|------|----------|
| 8/01 | 4,942.14 | 8/05 | 3,127.93 | 8/14 | 3,042.93 |

29579664
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

| | | | |
|------------|---------|-------------|------|
| Date | 9/30/25 | Page | 1 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|----------------------|
| FirstBusiness Checking | | Number of Enclosures | 1 |
| Account Number | Acct Ending 3160 | Statement Dates | 9/02/25 thru 9/30/25 |
| Beginning Balance | 3,042.93 | Days in this Statement Period | 29 |
| 1 Deposits/Credits | 7,139.86 | | |
| 5 Checks/Debits | 9,083.96 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 1,098.83 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$100.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Deposits & Other Credits

| Date | Description | Amount |
|------|--|----------|
| 9/30 | Incoming Wire Transfer 4 FRONT STREET LLC | 7,139.86 |

Checks & Other Debits

| Date | Description | Amount |
|------|-------------|--------|
|------|-------------|--------|

| | | | |
|------------|---------|-------------|------|
| Date | 9/30/25 | Page | 2 |
| Account | | Acct Ending | 3160 |
| Enclosures | | | 1 |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|---|-----------|
| 9/05 | Transfer to Loan Acct No. Acct Ending 7919 | 1,814.21- |
| 9/16 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 4 FRONT STREET LLC | 42.38- |
| 9/16 | ELEC. BILL DUCK RIVER EMC PPD 00453618001 4 FRONT ST LLC | 72.51- |
| 9/30 | Wire Transfer Fee | 15.00- |
| 9/30 | DDA Advice of Charge | 7,139.86- |

Daily Balance Information

| Date | Balance | Date | Balance |
|------|----------|------|----------|
| 9/02 | 3,042.93 | 9/16 | 1,113.83 |
| 9/05 | 1,228.72 | 9/30 | 1,098.83 |

29885994
 4 Front Street LLC
 600 North Main Street Ste 2000
 Shelbyville TN 37160

Date 10/31/25 Page 1
 Account Acct Ending 3160
 Enclosures

Checking Accounts

| | | | |
|-------------------------------|------------------|-------------------------------|------------------------|
| FirstBusiness Checking | | Number of Enclosures | 0 |
| Account Number | Acct Ending 3160 | Statement Dates | 10/01/25 thru 11/02/25 |
| Beginning Balance | 1,098.83 | Days in this Statement Period | 33 |
| Deposits/Credits | .00 | | |
| 2 Checks/Debits | 97.74 | | |
| Service Charge | .00 | | |
| Interest Paid | .00 | | |
| Ending Balance | 1,001.09 | | |

| | Total For This Period | Total Year-to-Date |
|--|-----------------------|--------------------|
| Total Overdraft Fees for this Period | \$.00 | \$100.00 |
| Total Returned Item Fees for this Period | \$.00 | \$.00 |

Checks & Other Debits

| Date | Description | Amount |
|-------|--|--------|
| 10/15 | ELEC. BILL DUCK RIVER EMC PPD 00453618002 | 43.33- |
| 10/15 | 4 FRONT STREET LLC ELEC. BILL DUCK RIVER EMC PPD | 54.41- |

| | |
|---------------|------------------|
| Date 10/31/25 | Page 2 |
| Account | Acct Ending 3160 |
| Enclosures | |

FirstBusiness Checking Acct Ending 3160 (Continued)

Checks & Other Debits

| Date | Description | Amount |
|------|----------------|--------|
| | 00453618001 | |
| | 4 FRONT ST LLC | |

Daily Balance Information

| Date | Balance | Date | Balance |
|-------|----------|-------|----------|
| 10/01 | 1,098.83 | 10/15 | 1,001.09 |