

**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 FAWN WEAVER IN SUPPORT OF MOTION TO RECONSIDER

I, Fawn Weaver state under penalty of perjury as follows:

I. Identity, Role, and Basis of Knowledge

1. I am over eighteen (18) years of age.
2. I am the Founder, largest individual shareholder, and Chief Executive Officer of Uncle Nearest, Inc. (“Uncle Nearest” or the “Company”), and have served in that role since inception.
3. I submit this Declaration based on my personal knowledge, my involvement in the Company’s operations, my oversight of executive leadership, and my review of Company records maintained in the ordinary course of business.
4. I submit this Declaration to provide factual clarification regarding (i) governance and remediation before the receivership, (ii) operational developments during the receivership, (iii) financial reporting and cash flow matters, and (iv) the Company’s current condition.
5. As Chief Executive Officer, I oversee the Company’s operations, employees, distributor relationships, investor communications, and long-term strategic direction. As Chief

Executive Officer, I oversee the Company's operations, employees, distributor relationships, investor communications, and long-term strategic direction. Contrary to certain statements in the Receiver's filings, I have continued to oversee the Company's operational functions during the receivership, with the exception of the finance department. The Receiver's involvement outside of financial oversight has been limited. Since his appointment in August 2025, the Receiver visited the Company's operations only a few times in September 2025 and once or twice thereafter, and he did not meet with Company leadership during any visits following September 2025. The spirits consultant retained by the Receiver has functioned primarily as an intermediary, receiving sales and marketing proposals and budgets and transmitting them to the Receiver's financial consultants for approval or denial. The consultant and his team have likewise only visited the business once or twice since September and have otherwise had no involvement in sales and marketing strategy, distributor relationships, or operational execution. To the extent he or the Receiver has communicated with distributors or investors, those communications have generally been responsive in nature and limited to providing updates regarding the receivership.

6. Since the Receiver's appointment, I have reviewed information and reporting produced during the receivership, including cash flow schedules and other operating reports.

7. As the Founder and CEO of the Company, I have overseen the growth of the Company from a concept to a top-tier American whiskey brand. The Company was formed in 2016 and, in my role as CEO of the Company for the past 9 years, I have investigated and tracked all relevant trends in the spirit industry, including barrel values, trends in sales of whiskey brands, spirit marketing strategies, industry case sale data trends, etc.

8. As Chief Executive Officer of the Company, I have overseen the purchase and/or sale of more than 100,000 barrels of aged whiskey over the past nine years. Through my industry

relationships and experience, I regularly evaluate brand valuations reflected in transactions involving American whiskey and other premium spirits brands over the past 25 years. Those transactions include, among others, the approximately \$16 billion acquisition of Beam Inc. by Suntory in 2014, the transaction valuing Don Julio at approximately \$1.8–\$2 billion in 2014, the acquisition of Angel’s Envy by Bacardi in 2015 (widely understood within the industry to have been in the range of approximately \$170 million), and the \$5.1 billion acquisition of Patrón in 2018. Several years ago, in connection with the potential sale of another distillery and brand owner, a private equity firm informed the owner that it valued the company at approximately \$250 million. Applying the valuation framework I developed based on historical spirits transactions and revenue multiples derived from those and similar transactions, I concluded that the implied valuation was materially understated and that the company’s value was closer to \$750 million — approximately three times the proposed figure — and I communicated that analysis to its owner. Only months later, the company was sold at a valuation of approximately \$750 million.

9. As CEO of the Company, I also am actively involved in the marketing of the Uncle Nearest brand, both at the retail and wholesale level. At the retail level, my marketing of the brand includes my strong presence on social media, which connects the Uncle Nearest brand directly to consumers, and my presence in the market at bottle signings and other market-based events that help connect the brand to the consumers and creates significant brand momentum. Prior to the Receivership, I participated in at least 100 press interviews per year; since the commencement of these proceedings, I have significantly limited such media engagement out of sensitivity to this case and respect for this Court. At the wholesale level, I am extremely active in cultivating positive relationships with the Company’s distributor network, which is essential to not only the marketing effort for the Uncle Nearest brands, but also to manage the financial operations of Uncle Nearest.

II. Pre-Receivership Issues

10. In October 2024, shortly before Michael Senzaki, the Company's former Chief Financial Officer ("CFO") went on emergency medical leave, I learned that financial statements an investor had received from the CFO differed from financial information being circulated internally.

11. After the CFO commenced medical leave in October 2024, additional irregularities were identified, including email communications reflecting undisclosed payment arrangements with vendors that were not reflected in the Company's accounting system.

12. The Uncle Nearest Board initiated an internal review and retained Duane Morris LLP to supervise an independent investigation. Duane Morris engaged Kroll to conduct a forensic review led by a senior managing director and former federal prosecutor. The CFO initially participated in interviews and provided information but later ceased cooperating and was terminated. The Company's internal investigation, conducted with the assistance of Duane Morris, LLP, Kroll, KPMG, and Latham & Watkins, uncovered issues relating to (i) the issuance and gifting of warrants, (ii) evidence of unauthorized or forged signatures on certain loan documents and board minutes, (iii) tracking and documentation of secondary market transactions affecting the Company's capitalization table, and (iv) the preparation and filing status of certain federal tax returns. These issues were identified and placed under independent third-party review prior to the appointment of the Receiver.

13. Farm Credit was advised in late 2024 of accounting irregularities relating to the former CFO when they were initially identified and was thereafter kept apprised of the investigation to the extent authorized by Duane Morris and Kroll.

14. From January 2024 through April 2025, the Company paid \$16,324,604.07 to Farm Credit, including principal and interest payments later inaccurately characterized by Farm Credit as continuous payment default by the Company. Attached as **Exhibit A** is a timeline of payments made to Farm Credit by the Company during that period.

15. The independent director recommended by Farm Credit for appointment to the Board was approved by me on April 21, 2025, during the same Zoom call in which the candidate was proposed. At the request of Farm Credit's counsel, Keith Weaver and I subsequently met with the candidate and reaffirmed our approval. The candidate then requested meetings with additional members of Company leadership and an increase in directors' and officers' insurance coverage as a condition of appointment. The Company was in the process of securing the requested coverage at the time the Complaint was filed.

16. Farm Credit and its financial advisor were informed of these developments during the period in which they occurred.

17. Beginning in mid-2024, Company representatives participated in regular meetings with Farm Credit to review financial performance, borrowing base reporting, and operational updates. Beginning in early 2025, those meetings also included Farm Credit's financial consultant, Riveron.

18. During this period, the Company submitted borrowing base certificates, accounts receivable reports, financial packages, and other requested documentation.

19. These submissions occurred on an ongoing basis prior to the Receivership.

III. Martha's Vineyard Property

20. In its Emergency Motion seeking receivership, the Lender referenced the acquisition of property on Martha's Vineyard (the "MV Property") in a manner suggesting financial impropriety or misrepresentation by the Company.

21. The Contract to Purchase Real Estate dated January 28, 2023 (the "MV Property Contract"), a copy of which is attached as **Exhibit B**, reflects that the buyer was denoted as Keith Weaver in his individual capacity. The fact that the ownership of the property would not be in the name of Uncle Nearest was disclosed to Farm Credit at the time of acquisition. In fact, **Exhibit B**, a copy of the MV Property Contract clearly showing Keith Weaver as the purchaser, was provided to Jonathan Boyce at Farm Credit by email on February 23, 2023, more than one month prior to the scheduled closing of the sale. **Exhibit B** further provides email correspondence between the Company and Farm Credit confirming receipt of those documents and coordination of site visits to the MV Property by Farm Credit officers in 2023.

22. The MV Property Contract was ultimately assigned to UN House MV, LLC, which is wholly-owned by Keith Weaver, and purchased with loan proceeds obtained from Farm Credit pursuant to Amendment No. 4 of the Credit Agreement.¹ Farm Credit was fully aware of the purchase using proceeds from its loans and purposefully opted to take no security interest in the MV Property.² The intended use of the property was described to Farm Credit as part of the Company's brand relationship strategy, including hosting private, invitation-only gatherings to cultivate distributor and industry relationships. The loan proceeds were disbursed and applied in accordance with Amendment No. 4. The MV Property was purchased separately from Uncle

¹ Dkt. 1, Ex. 5.

² The Receiver's *Expedited Motion to Sell Real and Personal Property in Martha's Vineyard*, filed on February 25, 2026, asserts that Farm Credit holds a lien on the MV Property. That assertion is incorrect.

Nearest in order to be in compliance with local regulations and ordinances applicable to Martha's Vineyard and so that the property could be used as intended. Farm Credit was fully aware of this.

23. Farm Credit representatives attended meetings and events at or in connection with the property prior to this litigation. Prior to the receivership filing, Farm Credit did not assert that the ownership structure relating to the MV Property had been concealed or misrepresented.

24. In September 2024, UN House MV LLC entered into a mortgage agreement with Oaktree Funding Corp. in the principal amount of \$1,500,000 in order to fund improvements to the MV Property. Farm Credit was informed of renovation plans and related expenditures. The proceeds were used exclusively for improvements to the MV Property consistent with the property's disclosed purpose.

25. The transaction and all relevant details regarding the same were timely disclosed to Farm Credit through loan documentation, correspondence, and site visits prior to this litigation.

IV. Clarification of the Alleged Missing Barrels

26. At the time the receivership was sought, Farm Credit alleged that approximately \$21,000,000 in aging barrels of whiskey were missing from the Company's inventory. This was not correct. As I testified at the February 9, 2026 hearing, any asserted demand under the Advanced Spirits forward purchase arrangement corresponds to those same barrels previously characterized as missing. If a liability is asserted under that agreement, it is directly related to the identified barrel inventory.

27. The barrels referenced were those subject to the Advanced Spirits forward purchase arrangement. The barrels were never missing. They remained stored at Tennessee Distilling Group ("TDG") under the same designations existing prior to the October 2024 collateral inspection by Farm Credit. At no point were the barrels lost, removed, dissipated, or unaccounted for.

28. During the October 2024 inspection, certain barrels were not physically verified by Farm Credit's inspectors because they required tripartite documentation among Advanced Spirits, Uncle Nearest, and TDG had not been obtained in advance. The inability to verify barrels on that date resulted from a documentation and access issue, not non-existence.

29. **Exhibit J** reflects the consolidated barrel schedule summary confirming that the total number of barrels secured under the Advanced Spirits program exceeded 25,000 across multiple schedules. That inventory remains in storage.

30. Because the Advanced Spirit forward contracts identify the specific purchased barrels and require those barrels be paid for by specified dates, it was proper to include those barrels in the Company's inventory.

31. The acquisition of barrels through forward contracts is a common method of hedging whiskey supply in the spirit industry.

32. Any amount owed to Advanced Spirits under the forward contracts is directly offset by the value of the whiskey barrels.

V. Clarification of Company Liquidity Prior to Receivership

33. In seeking emergency appointment of a receiver, Farm Credit represented to the Court that the Collateral was in "imminent danger of being lost, concealed, injured, diminished in value, or squandered" and asserted a "lack of reliable financial information." Those assertions were presented in support of extraordinary relief. The liquidity concerns cited in support of that request relied in part upon a single reported cash balance of approximately \$261,000.

34. That figure was presented without reference to the surrounding operating cycle, the timing of a \$7.5 million payment to Farm Credit made shortly before that reporting week, available

distributor collections, covenant cure mechanics, or the Company's ongoing operating performance in the period immediately preceding the receivership filing.

35. Farm Credit cited a reported beginning cash balance of approximately \$261,000 as evidence that the Company had fallen materially below the \$1,500,000 minimum liquidity covenant. The referenced week followed a \$7.5 million payment by Uncle Nearest to Farm Credit and coincided with a scheduled payroll and legacy vendor payment cycle. It reflected a temporary trough within the Company's operating cash cycle.

36. The governing agreement between Uncle Nearest and Farm Credit provided that if cash temporarily fell below the \$1,500,000 minimum liquidity threshold, equity infusions could restore compliance.

37. In the week following the one cited by Farm Credit, the amount required to exceed the \$1,500,000 covenant threshold was a mere \$3,366, which was easily restored by a minimal equity fusion. That figure was not disclosed in Farm Credit's emergency presentation. The presentation also did not disclose that the Company remained operationally cash flow positive during the period leading up to the receivership filing.

VI. Issues with Farm Credit Exhibit 6

38. Kevin Larin of Riveron, who testified on behalf of Farm Credit, misrepresented Farm Credit Exhibit 6 as a 13-week cash flow presented by the Company reflecting approximately \$6.788 million in negative projected cash flow. That document, however, was not prepared as a cash flow forecast. It was provided to Riveron solely as a proposed template reflecting the format of a future cash flow forecast.

39. At Riveron's request, the Company expanded the template to include a 20-week forward projection together with four weeks of historical actual results. Approximately one week

after providing the template, the Company delivered a complete cash flow forecast to Riveron, admitted as Movants' Ex. 54. That forecast reflected positive projected cash flow over the 20-week period, as well as the prior four-weeks of actuals.

VII. Payroll Representations and Vendor Relationships

40. In his Second Quarterly Report (Docket 132 at 3), the Receiver stated that when he assumed control of the Company, it was “unable to make payroll” and described the Company as being in “financial shambles.” Neither of those allegations is true.

41. As confirmed by the testimony of Anthony Severini, Chief Financial Officer of Genesis Global Workforce Solutions — the professional employer organization responsible for payroll processing for Uncle Nearest since 2019, and the sole creditor named in the Receiver's Affidavit to underscore his allegation — payroll for Uncle Nearest was not in jeopardy prior to the commencement of the Receivership. The Company and Genesis had a credit agreement in place that guaranteed that payroll would be covered. That agreement was upset solely as a result of the Receivership itself and the Receiver's communications with Genesis.

42. Furthermore, the Receiver's description of the Company being in financial shambles is not supported by the evidence. Although the Company had a few pending disputes with vendors, it had in place agreements with its key vendors prior to the Receivership.

43. At the conclusion of the February 9, 2026 hearing (the “Hearing”), the Court expressed concern that termination of the receivership could prompt destabilizing creditor action. However, prior to appointment of the Receiver, all of the Company's key vendors were managed in the ordinary course and were working with the Company, and payroll continued uninterrupted.

44. If the Receivership is terminated, the Company will resume its positive vendor relationships and will be able to work with those vendors to establish appropriate repayment plans.

VIII. Accounts Payable Reconciliation

45. Following the departure of the former CFO in October 2024 and discovery of irregularities within the finance function, I directed that each vendor be contacted for written confirmation of outstanding balances rather than relying on internal accounting entries.

46. Approximately 400 vendors were contacted and asked to provide written statements confirming amounts owed. Through third-party confirmations, approximately \$7 million in unsecured trade payables was initially identified. As additional vendor statements were reconciled, the confirmed total increased to approximately \$10 million.

47. These balances were derived from creditor confirmations and supporting documentation, rather than internal ledger entries, estimated accruals, or system placeholders.

48. The approximately \$10 million in unsecured trade payables confirmed through third-party reconciliation differs from unsecured debt totals later referenced in subsequent filings that aggregated internal accounting entries.

49. In the Receiver's Second Quarterly Report dated January 6, 2026³ and filed as Docket 132 on February 3, 2026, the Receiver states:

despite the Company's management (including its Chief Executive Officer and Chief Financial Officer) representing to the Receiver that the Company's unsecured debt was substantially less than \$10,000,000, the Receiver discovered that its unsecured debt eclipsed \$50,000,000.⁴

50. The Company did not represent to the Receiver that its unsecured debt was substantially less than \$10,000,000. At the time the Receivership commenced, the Company's reconciled records reflected unsecured trade payables of approximately \$9.5 million to \$10 million, based on vendor confirmations.

³ Dkt. 132.

⁴ Dkt. 132, ¶ 3.

51. Various material amounts that are apparently included as unsecured payables in the Receiver's figures either do not reflect presently due third-party enforceable obligations or were impacted by classifications arising during the Receivership, possibly including:

- a. As addressed in my testimony, approximately \$17 million is reflected as due to "UN Affiliates." In correspondence to counsel, the Receiver indicated that this figure remained in the accounting system because it had appeared in prior internal records. That entry functioned as an internal placeholder related to investment tracking. It does not represent a presently due third-party enforceable obligation.
- b. A \$20 million convertible instrument originally structured to convert to equity in 2030, with no interim payment obligation, that was classified as present debt following the Receivership.
- c. Approximately \$3.7 million is reflected as due to Grant Sidney, Inc. Grant Sidney did not loan the Company \$3.7 million, and no such loan exists.
- d. Approximately \$842,000 is reflected as owed to Equiano Rum, an investment completed in 2021. No current payable is owed in connection with that investment.
- e. Approximately \$600,000 is reflected as owed to a vendor whose balance was satisfied in March 2025. No outstanding obligation remains.
- f. Vehicle-related liabilities are reflected for vehicles previously returned at the end of their lease terms or sold and fully satisfied.
- g. The information set forth above is based on my personal knowledge of the Company's accounting records and the vendor-confirmation process conducted prior to the Receivership. Given the discrepancies identified through that reconciliation process, access to the accounting system currently being used to

generate the Receiver's reports would allow for additional reconciliation and may identify further entries that do not reflect valid, presently due third-party obligations.

52. **Exhibit C** reflects the Receiver's accounts payable balance updated through January 18, 2026. As of January 18, 2026, the accounts payable balance reflected in the Receiver's schedule was \$13,886,897.

53. As I testified at the Hearing, the Receiver's reference to a \$45 million demand under the Advanced Spirits forward purchase arrangement does not reflect the assets associated with that liability. As noted previously, the Advanced Spirits arrangement includes approximately 25,000 barrels of aged whiskey, *including the 20,000 or so previously characterized by Farm Credit and later by the Receiver as missing*, which remain stored at TDG under the account "Advanced Spirits c/o Uncle Nearest." Under standard accounting principles, the liability asserted under the forward purchase arrangement corresponds to barrel inventory with substantial economic value to the Company. Consequently, the Advanced Spirit claim is directly offset by the value of those aged whiskey barrels.

IX. Post-Receivership Operational Issues

54. Over more than a year prior to the appointment of the Receiver, the Company implemented cost reductions totaling approximately 40% of total expenses. These reductions were concentrated in non-revenue-generating categories. Core functions tied to revenue generation, distributor support, and production were preserved. The Company entered the Receivership operating with a lean structure.

55. Following the appointment of the Receiver, bottling and shipment activity required additional layers of approval. Company personnel were informed by the Receiver and his

professionals that such approvals required clearance from Farm Credit and its financial consultant, Riveron.

56. Prior to the Receivership, the Company operated under negotiated terms with its third-party storage and bottling partner, Tennessee Distilling Group (“TDG”), permitting incremental repayment of legacy balances while continuing production and shipment of finished goods. Federal excise tax was paid upon bottling.

57. After the Receiver’s appointment, and following a telephone call between the Receiver and the CEO of TDG, the previously negotiated operating terms changed. TDG thereafter required immediate payment of approximately \$1 million, followed by scheduled payments, before continuing production and release at prior levels.

58. The Company proposed an alternative solution requiring approximately \$100,000 in capital expenditure to expand bottling capacity at Nearest Green Distillery in Shelbyville, Tennessee. This expansion had been mapped out as part of expense-reduction planning prior to the Receivership and was ready to be implemented. The Receiver indicated that he agreed it was a preferable approach. The proposal, however, was not implemented, and approximately \$1 million was borrowed by the Receiver from Farm Credit to satisfy TDG’s demand.

59. The current payable balance to TDG, as reflected in the December 31, 2025 Accounts Payable Summary attached as **Exhibit D**, shows a current remaining balance owed to TDG of \$107,128.00.

60. Throughout the Receivership, production throughput and shipment release were constrained while decisions were subject to layered approval. Documented out-of-stock (“OOS”) conditions occurred across multiple markets, including Texas, Georgia, New York, Pennsylvania,

New Jersey, Washington, Oregon, Utah, Missouri, Kansas, and Arkansas, primarily affecting core SKUs.

61. Texas, the Company's second-largest state by depletions, is currently experiencing out-of-stock ("OOS") conditions for Uncle Nearest 1856, our most popular SKU in that state, in advance of Houston's largest annual event, at which Victoria Eady Butler, the Company's Master Blender and the great-great-granddaughter of Uncle Nearest, is scheduled to host market activations. Houston is among the Company's highest-performing markets within Texas. To address the out-of-stock condition, Ms. Jerkens had to negotiate a transfer of inventory from another market into Houston. As a result, product that had already been sold and invoiced elsewhere was reallocated to Houston, reducing the incremental Houston orders and invoice volume, and thereby reducing sales, that would otherwise have been generated during these planned activations.

62. The OOS condition in Texas coincided with TDG's refusal to release inventory while storage balances remained unpaid. Email correspondence between the Receiver's retained financial consultant, Newpoint, and TDG — with Company leadership copied — reflects that TDG declined to release a truckload shipment until confirmation was provided that a wire had been transmitted to satisfy outstanding storage fees, as shown in **Exhibit E**. After confirmation of payment, TDG authorized release of the shipment.

63. The delay occurred during a high-visibility sales window. Distributor ordering cycles depend on warehouse availability, so this delay created significant issues in the supply chain.

64. Additional OOS periods occurred during peak seasonal selling windows between September and December 2025. In certain markets, inventory gaps lasted multiple days to months.

These interruptions occurred during a period in which production and shipment decisions were subject to the additional and time-consuming layers of approval by the Receiver and Farm Credit.

X. Limited-Time Offerings (“LTOs”)

65. Limited-time offerings (“LTOs”) have been a component of the Company’s growth strategy since inception. As confirmed by Chief Business Officer Katharine Jerkens at the Hearing, LTOs generate incremental margin, stimulate consumer demand through scarcity positioning, support distributor engagement, and increase distillery visitation.

66. More than ten LTOs were planned by the Company for late 2025 and 2026. During the receivership period, only two were released: Toasted Single Barrel and Cognac Cask Finished.

67. The bottling of LTOs required advance justification and clearance, communicated as requiring approval from Farm Credit and its financial consultant, Riveron, before barrels could be harvested and bottled.

68. As a result of the delays associated with the additional approval process, release timelines changed. Toasted Single Barrel, originally scheduled for an early September launch, was released solely at the distillery in November 2025 and is only now rolling into the broader market, with limited accompanying marketing. Cognac Cask Finished was also released later than originally planned.

69. Toasted Single Barrel received only two days’ advance marketing notice at the distillery. Limited-time offerings (“LTOs”) are typically supported by coordinated pre-launch promotion designed to support demand, distributor alignment, and retail placement. In 2024, Toasted Single Barrel was the Distillery’s most popular LTO release.

70. Although both LTOs ultimately sold out, the compressed marketing windows and adjusted release sequencing affected distributor ordering cycles during that retail period, which negatively affected the Company's overall sales.

71. The number of executed releases during the Receivership period was lower than originally planned. Each missed release represented sales that would have occurred during a defined retail window and could not be recreated at a later date. In addition to direct release sales, LTO launches historically generate broader market lift, including increased distributor engagement, enhanced retail placement, and incremental pull-through of core SKUs in the affected markets.

XI. Market Blitzes and Sales Execution

72. Market blitzes have generated significant return on investment for the Company through leadership engagement, distributor activation, and coordinated retail execution. The Company's internal expectation is that a dollar spent on marketing, especially during a market blitz, will return more than \$4.50 - \$6.00 in actual case sales revenue.

73. In Florida (May 2025), a weeklong blitz produced a 58 percent year-over-year lift during the activation week and a 48.3 percent increase for the full month. For the month following execution, the blitz generated approximately \$4.50 in sales for every \$1.00 of marketing cost.

74. In Texas (June 2025), a weeklong blitz produced a 264 percent year-over-year lift during the activation week and a 139.2 percent increase for the full month. For the month following execution, the blitz generated approximately \$4.80 in sales for every \$1.00 of marketing cost. Prior to the blitz, Texas ranked in the bottom half of the Company's top ten states by volume. By year-end, Texas ranked #2 nationally.

75. In Illinois (December 2025), a blitz produced a 128 percent year-over-year lift during the activation week and a 15.7 percent increase for the full month. For the month following execution, the blitz generated approximately \$6.00 in sales for every \$1.00 of marketing cost.

76. Requests for first-quarter blitz approvals were submitted to the Receiver's team on November 14, 2025. After nearly two months of following up with the Receiver's finance and spirits consultants, approval was finally granted on January 5, 2026; however, the January activation windows had closed by then, and February planning cycles had progressed. Five blitzes have been requested for March 2026; only one has been approved.

77. The blitz data reflects measurable sales lift during the periods in which the activations occurred.

78. The Receiver implemented cost reductions of approximately \$900,000 during the critical October–November–December (“OND”) retail period. Based on the Company's historical return on investment from comparable sales and marketing expenditures during OND, those reductions correspond to an estimated \$4.5 to \$6 million in foregone revenue. Applying the most conservative multiple referenced in Farm Credit's Keystone exhibit, that revenue impact corresponds to an estimated \$48 to \$72 million reduction in enterprise value for the Company.

XII. Nielsen Performance and Market Data

79. The sales figures for the Company reflect a growing business and brand up to the point of the start of the Receivership, and a declining business and brand thereafter.

80. Contrary to the Receiver's Affidavit and subsequent testimony, the independently maintained case sales data (excluding distillery sales) reflects significant year-over-year sales growth from 2023 to 2024.

81. Likewise, the Nielsen sales data reflects significant year-over-year growth in the Company's retail sales during 2024 and the first half of 2025, prior to the Receivership.

82. As an integral part of my role as CEO of the Company, I review closely the Nielsen performance figures to assess how Uncle Nearest is performing in relation to its competitors, as well as the market overall.

83. Nielsen (NIQ) retail scan data, attached as **Exhibit F**, reflects that from January through August 2025, Uncle Nearest outperformed the American whiskey category. In January 2025, the Company outperformed the market by 31.2 percentage points. Positive delta performance continued through August 2025.

84. The Receiver was appointed on August 24, 2025. Beginning in September 2025, relative performance shifted from outperformance to underperformance.

85. By January 2026, the Company underperformed the category by 18.3 percentage points. By February 2026, underperformance was 16.0 percentage points, representing a 47.2-point negative change from February 2025 as shown in **Exhibit F**.

86. The February 2026 Nielsen data was released after the Hearing, and is included in **Exhibit F**, and shows continuing significant market underperformance.

87. I agree with the testimony of David Ozgo, former Chief Economist and Senior Vice President of the Distilled Spirits Council of the United States, that Nielsen retail scan data is widely relied upon across the industry and is highly correlated with shipment data. He testified that Uncle Nearest, operating in all 50 states, is well covered by the Nielsen data.

88. After the appointment of the Receiver, the retail sales of Uncle Nearest declined substantially, especially during the October, November and December ("OND") period, which is the most significant quarter of the year for spirit sales in the industry.

89. The causes of that decline are delays in approvals of needed marketing blitzes and LTOs, massive cuts to the sales and marketing budgets during the most critical OND period, out-of-stocks in key markets following a reduction in bottling capacity of approximately 75%, public filings by the Receiver and Farm Credit that generated negative press coverage; and the ongoing fire sale process being undertaken by the receiver which has created significant uncertainty within Company's distributor network and retail customer base.

90. The poor post-Receivership sales performance reflected in **Exhibit F** is a direct result of out-of-stock conditions, delayed limited-time offerings, and centralized approval of production, release, and marketing decisions during the receivership. Out-of-stocks result directly in lost sales that the Company can never recover.

91. Distributor depletion declines and reductions in tourism at Nearest Green Distillery also occurred during the months following the receivership appointment.

92. As reflected in **Exhibit G** (Nearest Green Distillery Data), pre-receivership combined tour and merchandise revenue increased approximately 9 percent year over year, despite a decline in the broader American whiskey tourism market, and tour attendance increased approximately 11 percent year over year. The four strongest weeks of attendance growth occurred following the filing of Farm Credit's lawsuit, with certain weeks exceeding 20 percent year-over-year growth. During that period, Ms. Weaver and Ms. Eady Butler maintained a consistent presence at the distillery to provide continuity and reassurance to visitors and stakeholders.

93. Following the appointment of the Receiver, combined tour and merchandise revenue declined by approximately 20 percent on average, and attendance declined by approximately 22 percent.

94. As the CEO of Uncle Nearest since its founding, I have overseen the sale and purchase of more than 100,000 barrels of whiskey, and I keep close tabs on the market value of bulk whiskey as a normal part of my CEO role, especially in light of the large inventory of whiskey held by Uncle Nearest. Consistent with other established American whiskey companies, wholesale barrel transactions have formed a component of the Company's revenue model.

95. The wholesale market for Tennessee whiskey is not subject to the same glut that is presently impairing the Kentucky bourbon market because there are significantly fewer producers of Tennessee whiskey. Consequently, bulk Tennessee whiskey has held its value significantly better than Kentucky bourbon.

96. The glut of whiskey presently tends to be in the one to three year old range based on the over production in the industry that occurred after COVID. Approximately 30% of Uncle Nearest's current Tennessee whiskey barrel inventory is over five years old and 75% will be more than four years old by the end of 2026, so the value of Uncle Nearest's inventory is not significantly impacted by the over-supply of younger whiskey. My impressions of the Tennessee Whiskey market are confirmed by the Statement of Terry N. Thome, former President of JB Thome Holdings, one of the largest spirit brokers in the U.S., founded in 1977, which is attached as **Exhibit H** (the "Thome Statement").

97. Based on my experience in the industry and my familiarity with the specific barrels at issue, and after reviewing the current barrel pricing reflected in the Thome Statement, I have evaluated Uncle Nearest's 56,296 barrels (exclusive of the Advanced Spirits barrels). Using those pricing benchmarks, the estimated fair value is \$81.2 million, with an average barrel value of \$1,495, driven in significant part by the proportion of barrels aged more than five years. Movants' Exhibit 10 reflects the owned barrel inventory and the corresponding estimated fair value in excess

of \$81 million, exclusive of barrels subject to the Advanced Spirits forward arrangement. To be clear, my valuation is based on the going concern value of the barreled whiskey, not the forced sale liquidation value of those barrels. In a forced sale, especially in the current market, the value of those barrels would be significantly less.

98. Prior to the filing of the Complaint, the Company was pursuing various sale/leaseback options for the Nearest Green Distillery. In July 2025, the Company received two feasible Letters of Intent. Farm Credit, through its financial consultant, Riveron, was notified of these opportunities and that a closing on one of the transactions was likely imminent. The attached Letter of Intent dated July 7, 2025, a copy of which is attached as **Exhibit I**, under which the Nearest Green Property would be sold for \$70.4 million and leased back by the Company. Negotiations were underway to ensure the Company would be able to repurchase the property at the end of the lease term. The Nearest Green Distillery is among the most visited distilleries in the world and ranks highly across major consumer review platforms. Based on the LOI and the property's operational performance, and other negotiations transpiring at the time of the Receiver's appointment, I believe its fair value exceeds the \$70.4 million purchase price reflected in the Letter of Intent. In a forced sale liquidation, the value recovered would likely be significantly less.

XIII. Present Operational Stability and Orderly Continuation Without a Receiver

99. The Court's Memorandum and Order appointing the Receiver was entered on August 24, 2025. Since that time, additional financial records, vendor confirmations, and sworn testimony have become available. The Company's investigation and remediation efforts were initiated prior to the receivership and will resume once the Receivership is terminated.

100. From a sales standpoint, the Company is positioned to recover the momentum and sales trajectory that it had prior to the Receivership. The brand remains healthy and, as confirmed

by the testimony of Daniel Romano, the Company's emergence from Receivership is expected to restore distributor engagement and retail placement, resulting in increased depletions and retail sales. Based on the Company's 2024 sales performance and applying the revenue-based valuation framework previously referenced in the Keystone exhibit, submitted by Farm Credit, a return to comparable sales levels would correspond to an enterprise valuation in the range of approximately \$480 million. The sale process that has been undertaken by the Receiver is the equivalent of a liquidation fire sale and will not generate purchase of offers or indications of interest that represent the true going concern value of the Company.

101. The actual figures provided by the Receiver show that the Receiver and his professionals have been paid \$2.3 million since the start of the Receivership through February 15, 2026 – at the rate of \$96,000 per week. The Company will be able to save the vast majority of that once the Receivership is terminated, even considering the engagement of additional personnel.

102. The individuals responsible for the Company's financial irregularities were terminated prior to the appointment of the Receiver.

103. Independent outside counsel was retained. A multi-month forensic investigation was conducted by Kroll under the supervision of Duane Morris. A Big Four accounting firm was engaged for tax remediation. The independent director selected by Farm Credit was approved by a majority of the Board for appointment. All remain on standby to resume their work following termination of the Receivership. The Company completed a multi-year, full migration to NetSuite, establishing consolidated financial reporting independent of the prior accounting environment.

104. Additionally, the Company retained KPMG to handle the Company's tax work and KPMG identified discrepancies between filings represented as submitted by the Company's CFO and IRS transcript data. KPMG developed a remediation plan, but that remediation plan was not

completed due to the appointment of the Receiver and his decision not to continue to engage KPMG, as shown in **Exhibit K**.

105. These measures were implemented prior to the appointment of the Receiver and remain in place.

106. The Company's current governance and financial reporting environment includes the investigative, accounting, and reporting measures described above.

107. Upon termination of the Receivership, the Company intends to pursue a dual-track approach consisting of:

- (a) restoration of operating momentum and re-establishment of market confidence to support refinancing and capital market alternatives; and
- (b) orderly, selective monetization of assets consistent with market absorption capacity.

108. It is my opinion that termination of the Receivership will allow the Company to regain its sales momentum, cause the brand value to return to its pre-Receivership levels, and facilitate a debt or equity refinancing of the Company with existing equity to retain interests in the Company.

XIV. Reputational and Operational Harm Resulting from Public Allegations

109. I receive an annual salary of approximately \$90,000 from Uncle Nearest and no additional monetary compensation from the Company. All proceeds from sales of my book *Love & Whiskey*, totaling nearly \$2 million to date, have been directed to Uncle Nearest, Inc.

110. Prior to the Receivership, my speaking engagements provided personal income and also benefited the Company. Organizations compensated me directly for those appearances, and the Company structured distributor meetings and market activations around those engagements, significantly reducing corporate travel expenses. Since the filing of the Receivership action and

the public allegations made in connection with these proceedings, my paid speaking engagements have been cancelled or suspended. As a result, I have lost substantial personal income that had been used to support household expenses.

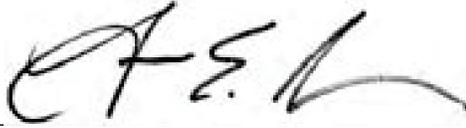
111. Keith Weaver oversees Nearest Green Distillery and the Company's operational employees and receives no compensation for that role. Prior to joining Uncle Nearest, he earned approximately \$1 million annually in media and entertainment executive positions. Since the public allegations in this matter, professional opportunities that were previously extended to him have been withdrawn or have not proceeded.

112. In addition, certain credit card accounts used exclusively for Uncle Nearest operations and sales activities were personally guaranteed by me. During the Receivership, those obligations were not paid in the ordinary course, resulting in adverse reporting to credit bureaus and a substantial decline in my personal credit score. Similarly, certain mortgages in my name for properties pledged to Uncle Nearest, Inc. were not paid when due during the Receivership. The resulting late-payment reporting reduced my credit score from approximately 800 to the mid-500s and has impaired my ability to refinance properties requiring refinancing, creating increased personal financial exposure tied directly to obligations undertaken for the benefit of the Company.

113. I do not share this information to seek sympathy from the Court, but to provide context. My husband and I have committed our professional livelihoods to building Uncle Nearest. Public allegations made in connection with these proceedings have generated recurring media coverage, and that coverage has had direct professional consequences for us. Because we are the founders and public faces of the Company, such coverage also affects the Company's enterprise value, as adverse press has corresponded with reduced distributor orders and retail depletions.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Dated: February 25, 2026

A handwritten signature in black ink, appearing to read 'F. E. W.', written over a horizontal line.

Fawn Weaver
Chief Executive Officer
Uncle Nearest, Inc.

potential fraud or misrepresentations, and there was a belief that a receiver could calm the situation and keep the Company on the growth path it had been on since its founding. However, the current situation reflects changed circumstances wholly different from what caused the Receivership to be created. The proof presented at the Hearing and in this Brief is that (1) the Company is balance sheet solvent on a going concern basis, (2) Farm Credit is fully collateralized for its alleged claims, (3) the Company's current operating cash flows are, and are projected to remain, positive by over \$900,000 since the start of the Receivership, (4) after five months of investigation, the Receiver has yet to find evidence constituting fraud by current management, (5) the Receivership is causing a severe decline in retail sales which is reducing the enterprise value of the Company, and (6) the Receivership is now doing more harm than good.

The equitable justification for extraordinary relief must be measured against the record as it now stands—not as it was originally presented. As demonstrated throughout this Brief, the opposition relies on testimony and characterizations that are, at minimum, inconsistent with the documentary evidence now before the Court. Given the significant developments in the evidentiary record—including testimony contradicted by financial documentation and arguments unsupported by objective data—the Movants respectfully submit that any order denying reconsideration should be accompanied by detailed findings of fact and conclusions of law consistent with Sixth Circuit authority.²

LEGAL STANDARD AND SUMMARY OF EVIDENCE

The Court has inherent authority and discretion to terminate the Receivership where the purpose of the Receivership is no longer needed or appropriate. The limited purpose of this Receivership was indicated by the Court in its Memorandum Opinion, in stating that:

² See, e.g., *Jones v. Village of Proctorville, Ohio*, 290 F.2d 49, 50 (6th Cir. 1961) (vacating for failure to make findings).

“The receiver’s role, and the district court’s purpose in the appointment, is to safeguard the disputed assets, administer the property as suitable, and to assist the district court in achieving a final, equitable distribution of the assets if necessary.” *Liberte Capital Grp., LLC*, 462 F.3d at 551. Because a receivership is an extraordinary remedy, it must be employed with the utmost caution and “only in cases of clear necessity to protect the plaintiff’s interests in the property.” *Pension Benefit Guar. Corp. v. Evans Tempcon, Inc.*, 630 F. App’x 410, 414 (6th Cir. 2015) (internal quotation marks omitted).³

The Court, in granting the receivership request, further stated as follows:

Balancing the foregoing factors, the Court finds they cumulatively weigh in favor of appointing a receiver. The Court does not reach this decision lightly. It fully appreciates Defendants’ concerns and has given them great thought. But these concerns are insufficient to overcome the Court’s conclusion that a receiver is necessary to protect Farm Credit’s interests at this time. That said, the Court will tolerate the existence of a receiver only so long as it is necessary. If a material change in circumstances eliminates the need for a receiver, then any party may file a motion to dissolve the receivership.⁴

These statements by the Court reflect that the Court saw the possibility that the Receivership may be appropriately terminated, perhaps recognizing that the key consideration – potential insolvency of the Company – was an issue that had not been definitively ascertained. Based on a preliminary finding that solvency of the Company was in question, the Receivership was intended to address the protection of Farm Credit’s collateral position.

The Court’s authority to terminate the receivership where the stated purpose of the Receivership is no longer applicable is clear in the case law.⁵ With respect to the “purpose” of this Receivership, the Court should note that there is no monetary judgment being enforced here and the rights of Farm Credit in the alleged collateral have not been adjudicated. The purpose for the Receivership was to ensure that the value of the assets would be preserved pending judgment on the primary premise that the assets were worth less than the alleged outstanding debt to Farm

³ Dkt. 32 at p. 4.

⁴ *Id.* at p. 10.

⁵ See *Consolidated Rail Corp. v. Fore R.R. Co.*, 861 F.2d 322, 327-328 (1st Cir. 1988).

Credit. That “purpose” is no longer relevant as the facts show that, in fact, on a going concern basis, the Company is worth significantly more than the aggregate debts owed by the Company, including the alleged Farm Credit debt. The “purpose” of the Receivership no longer exists, and the continuation of the Receivership will accomplish nothing other than loss of value to the equity holders of the Company. Clearly, the management team that was responsible for the unprecedented growth of the Company from a fledgling start up to one of the most well-known whiskey brands is in the best position to control the Company for the benefit of all of the stakeholders.

To the extent that the Receiver asserts that he intends to undertake additional investigations, that is not sufficient to justify continuance of the Receivership. In *Compass-Charlotte 1031, LLC v. Prime Capital Ventures, LLC*,⁶ the New York district court addressed a similar situation and determined that the investigation that the receiver intended to undertake was an investigation that could be made through normal discovery channels and did not require the appointment of a Receiver to conduct. In that case, which dealt with specified fraud claims, in response to a motion to terminate the receivership with respect to certain defendants, the receiver argued that he “still had questions” relating to the involvement of those specific defendants with respect to the alleged fraud.⁷ However, the court noted that the receiver’s questions and concerns did not directly relate to the specific assets at issue and those questions could be answered through normal discovery channels in the underlying litigation.⁸ Further, the Court stated that the “dispositive issue” was whether the continued appointment of the receiver was “*clearly* necessary to protect Plaintiff’s property.”⁹ The court held that, even in a case alleging fraud, the continued

⁶ 2024 U.S. Dist. LEXIS 110357, at *6–7 (N.D.N.Y. 2024).

⁷ Id. at *13.

⁸ Id. at *14-15.

⁹ Id. at *15.

appointment of the receiver was not “clearly necessary” to protect the property at issue and ultimately terminated the receivership as to the moving defendants.¹⁰

In its Memorandum Opinion, the Court addressed the factors set forth in *Pension Benefit Guaranty Corp. v. Evans Tempcon, Inc.*¹¹ in determining that the appointment of a receiver should be made: (a) whether Uncle Nearest was insolvent; (b) whether Farm Credit was undersecured; (c) whether Farm Credit lacked an adequate legal remedy; (d) whether the property at issue is in imminent danger of being lost, concealed, injured, diminished in value, or squandered; (e) whether the Company would be able to quickly respond to new challenges or opportunities; (f) whether concerns regarding past or present fraud supported the appointment of a receiver; (g) whether the receivership would do more good than harm; and (h) whether the consent to receiver provision relating to the Nearest Green Distillery Property and the Eady Road Property supported the appointment of a receiver over the all of the Uncle Nearest Defendants. The evidence shows changed circumstances that warrant a determination the Receivership should now be terminated.

A. Credibility of Witnesses

As an initial matter, Farm Credit’s financial advisor Kevin Larin’s testimony was unreliable and should be given very limited weight in this proceeding. First, Mr. Larin’s reference to Farm Credit Ex. 6, which he purported to be financial projections provided to him by the Company, was misleading and clearly lacked any actual foundation. The Farm Credit Ex. 6 was referenced as financial projections prepared by the Company showing a cash loss of more than \$6 million over a 13-week period.¹² Mr. Larin testified that he had brought to bear the full extent of his experience in preparing his Declaration,¹³ yet even a cursory review of Farm Credit Ex. 6

¹⁰ Id. at *21.

¹¹ 630 F. App’x 410, 414 (6th Cir. 2015).

¹² Farm Credit Ex. 2, ¶ 16; Farm Credit Ex. 6; Tr. 194:19-24 – Tr. 195 :1.

¹³ Tr. 194:12-18.

reveals that it was not actually a 13-week cash flow projection. The cash inflows shown on the sheet are approximately half of normal inflows for the Company, bi-monthly payroll expenses were listed as being paid weekly in the full amount of the bi-weekly payroll, credit card bills that are paid monthly were listed as weekly cash disbursements, and weekly expense disbursements were listed as exactly the same every week.¹⁴ When asked whether, in fact, Farm Credit Ex. 6 was not provided to Riveron as a cash flow forecast, but rather as a template for the format of cash flow forecasts to be provided by the Company to Farm Credit, Mr. Larin denied that.¹⁵ When he was presented with the actual cash flow forecast for the Company that was provided to him a week later, in the format as set forth in Farm Credit Ex. 6, he continued to deny.¹⁶ However, Ms. Weaver authenticated the actual cash flow forecast¹⁷ and testified that, in fact, Farm Credit Ex. 6 was indeed just provided as a template format and was not a cash flow forecast itself.¹⁸ Mr. Larin, whose background demonstrates that he has the skillset to review a cash flow report for authenticity,¹⁹ was purposefully evasive in acknowledging that the document was not what he purported it to be in his Declaration. His lack of candor with respect to this issue is evidence that his other statements and conclusions in his report cannot be relied upon as factually accurate.

Mr. Larin further altered his testimony regarding the Company's ability to cash flow based on his own spreadsheets included as Farm Credit Exs. 9 and 10. Specifically, Mr. Larin admitted on cross-examination that the cash flow figures on Farm Credit Ex. 9 included the legacy payments to Tennessee Distilling Group of approximately \$1.5 million.²⁰ He further admitted that, if the legacy payments to Tennessee Distilling Group were added back to the cash flow statements and

¹⁴ Farm Credit Ex. 6.

¹⁵ Tr. 202:4-8.

¹⁶ Tr. 204:15-25; Tr. 206:1-7.

¹⁷ Tr. 236:1-12.

¹⁸ Tr. 234:2-5.

¹⁹ Farm Credit Ex. 2, ¶¶ 2-5.

²⁰ Tr. 211:10-20.

projections, Uncle Nearest was actually cash flow positive with respect to current operations by approximately \$900,000 during the Receivership and projected through mid-April 2026.²¹ On re-direct, in contradiction to his testimony on cross-examination, he indicated that the TDG payments had already been added back, so they should not be added back again.²²

The interplay between Farm Credit's Exs. 9 and 10 shows that, in fact, the TDG payment had not been added back in either exhibit. Farm Credit Ex. 9 provides the cumulative cash flow from the very beginning of the Receivership, with a starting net cash flow balance of \$234,767. The reported net cash flow is reported along the top line of the exhibit and nets of **all** receipts and disbursements during the applicable period, including payments to the Receiver and his professionals, funding received from Farm Credit and payments to TDG on its legacy debt. While Farm Credit Ex. 9 then clearly adds back the fees and expenses of the Receiver and his professionals, and subtracts the funding obtained from Farm Credit, it clearly does not add back the payments to TDG on its legacy debt totaling approximately \$1.5 million.²³ Farm Credit Ex. 10 begins with a balance of \$1,137,212 in "Week 20" which ties to the ending balance of \$1,137,212 on "1/18" at the end of Farm Credit Ex. 9, evidencing that the TDG payments also remain included in the top line of Ex. 10. Thus, the TDG payment must be added back to both Farm Credit Exs. 9 and 10 to accurately show operating current cash flow.

On re-cross examination, Mr. Larin then could not answer the simple question, which he had originally answered correctly on cross-examination, that the TDG payments had to be added back in order to accurately reflect the Company's operating current cash flow. After a significant

²¹ Tr. 213:11-19.

²² Tr. 225:18-24

²³ Tr. 48:5-11. Further, if the TDG payments had already been added back in Farm Credit Ex. 9, that would cause the "actual" cash flow of the Company to be negative by approximately \$600,000, which is impossible. The Company cannot disburse cash that it does not have.

pause by Mr. Larin, the counsel for the Movants requested that the Court take a negative inference that the Company was in fact cash flow positive on a current basis by approximately \$900,000 because Mr. Larin provided conflicting answers to the question, then could not provide a definitive answer, even though we were discussing the very cash flow statement he and his team purportedly created.²⁴ In sum, Mr. Larin's lack of candor with respect to Farm Credit Ex. 6 and his inability to provide a simple answer regarding his own cash flow analysis in Farm Credit Exs. 9 and 10 substantially undermine the credibility of his testimony.

The Receiver's testimony also demonstrated his lack of understanding of the actual financial metrics of the Company. In his Declaration, on three occasions, he touted having improved the cash flow of the Company by over \$900,000 per month.²⁵ However, his own financial records show that the statement is simply untrue (and is likely impossible without shutting the Company down). First, the 2025 Income Statement shows that operating expenses for the Company in Q2 (pre-receivership) totaled \$3,947,364.46, with a monthly average of \$1,315,788.15.²⁶ The operating expenses for 2025 Q4 (post-receivership) totaled \$3,465,308.18, with a monthly average of \$1,155,102.73.²⁷ Thus, based on the Receiver's own income statement, the monthly reduction in operating expenses from the pre-receivership period to the post-receivership period was only \$160,685.42 on average, which is nowhere close to the \$900,000 figure touted by the Receiver.

Further, as shown on **Exhibit 2**, which summarizes the data from Farm Credit Ex. 4 and Movants Ex. 5, the cash flow reports show that the reduction in operating disbursements from the pre-receivership period to the post-receivership period were only approximately \$220,000 per

²⁴ Tr. 229:21-25; Tr. 230:1-6.

²⁵ Receiver Ex. A, ¶¶ 26, 46, and 70.

²⁶ Receiver Ex. A, p. 51 (Ex. 5, line item 7000).

²⁷ Receiver Ex. A, p. 51 (Ex. 5, line item 7000).

month, not the \$900,000 per month that the Receiver has touted. Given that the Company's total monthly operating expenses average roughly \$1.5 million, a \$900,000 reduction without effectively shutting down operations entirely is implausible. The Receiver's contrary insistence underscores the unreliability of his financial assertions. If the Court concludes that the evidentiary inconsistencies reflected in the present record do not constitute materially misleading testimony on central issue to this case, the Movants respectfully request specific findings of fact in accordance with Sixth Circuit precedent.²⁸

B. Proof of Solvency: Enterprise / Asset Value v. Total Debt

Enterprise Value: The Receiver testified that the enterprise value of the Company is calculated in the spirit industry as a multiple of case sales gross revenue.²⁹ The Receiver testified that the range of multiples to be applied could be anywhere from 2x to 15x of case sales gross revenue.³⁰ The Keystone Restructuring Plan, which was put in evidence by Farm Credit, indicates the range of multiples that would be applicable to the Company as 12x to 24x case sales gross revenue.³¹ The Receiver further testified that the factors affecting the determination of the specific multiple include "size of business, trajectory of growth, brand appeal, and availability of other brands in the market."³² With respect to size of the business, the Receiver acknowledged that the size of the Company, even at the reduced gross sales figures under the Receivership, was a similar size to Aviation Gin, which sold at a 24x multiple of gross case sales, and Don Papa Rum, which sold at a 12.5x multiple of gross case sales.³³

²⁸ See *Jones v. Village of Proctorville, Ohio*, 290 F.2d 49 (6th Cir. 1961).

²⁹ Tr. 57:17-25; Tr. 58:1-8.

³⁰ Tr. 60:7-12.

³¹ Farm Credit Ex. 5, p.8.

³² Tr. 61:25; Tr. 62:1-3.

³³ Tr. 62:6-25; Tr. 63:1-6.

With respect to the trajectory of growth, although the Receiver initially asserted that the pre-receivership sales trajectory was declining, the Receiver was presented with independently maintained case sales (excluding distillery sales) demonstrating that the Company experienced approximately 38% year over year growth from 2023 to 2024 – specifically, \$25,309,003 for 2023 and rising to \$34,954,000 in 2024.³⁴ The Receiver acknowledged that the figures evidenced significant sales growth in 2024.³⁵ The Receiver further acknowledged that, based on sales data tracked by Nielsen, the Company’s growth trajectory was upward significantly from January 2025 through July 2025, and was positive in year over year growth every month over the corresponding months of 2024.³⁶ David Ozgo, the former Chief Economist of DISCUS, testified that the Nielsen figures showed that, prior to the Receivership, the Company was outperforming the industry average in the American Whiskey category by more than 10 percent.³⁷ The Receiver specifically acknowledged that the multiple applicable to the Company in July 2025 may have been significantly higher because of the Company’s upward sales trajectory as of that time.³⁸ The Receiver further acknowledged that, if the Company could recover the upward sales trajectory that was lost as a result of the Receivership, then the multiple applicable to a sale of the Company would be higher again.³⁹ Fawn Weaver has stated that, upon termination of the Receivership, the Company reasonably should be able to return to its 2024 sales level. Applying the lowest valuation multiple reflected in the Keystone report admitted into evidence by Farm Credit, the implied enterprise value would approximate \$480 million.⁴⁰ To be clear, this assumes a going concern valuation, not a liquidation value, and is based on the Company being able to reverse the sales

³⁴ Tr. 66: 12-25; Weaver Ex. 29.

³⁵ P. 66:17-25.

³⁶ Tr. 71:6-17; Weaver Ex. 10.

³⁷ Tr. 175:1-8.

³⁸ Tr. 73:11-25; 74:1-3.

³⁹ Tr. 74:7-11.

⁴⁰ Exhibit 1 (Fawn Weaver Declaration), ¶ 100.

losses that have occurred under the Receivership. For purposes of determining solvency in the context of a receivership, fair value of a company should be its going concern value, not its liquidation value.

With respect to brand appeal, Daniel Romano, the owner and founder of Romano Beverage in Chicago, Illinois, testified that his company distributes Uncle Nearest products in Illinois.⁴¹ From his position as a distributor, he testified that that the Uncle Nearest brand remains strong but that his team is having to battle competitors that are telling the market that Uncle Nearest may not survive as a result of the Receivership⁴² and Nielsen figures that show a sharp post-receivership decline in retail sales.⁴³ He testified that one of the national chains that carries Uncle Nearest products is now likely to discontinue carrying the brand as a result of the decline in retail sales shown in the Nielsen figures and the uncertainty of the Receivership.⁴⁴ He further testified that the Uncle Nearest brand is very tied to the influence of Fawn Weaver and her celebrity, and remains strong.⁴⁵ He testified that, in his opinion, the true value of the Uncle Nearest brand cannot be achieved without Ms. Weaver.⁴⁶ The brand appeal is also evidenced by the pre-receivership growth of the brand even where the industry overall growth was lagging.⁴⁷

With respect to availability of other brands in the Market, the Receiver acknowledged that the number of Tennessee whiskey brands is much smaller than the number of Kentucky bourbon brands.⁴⁸ Ms. Weaver has also testified that the demand for premium Tennessee whiskey has weathered the current over-supply of whiskey better than the demand for Kentucky Bourbon

⁴¹ Tr. 148:1-11.

⁴² Tr. 152:19-25; Tr.153:1-25.

⁴³ Tr. 153:3-10.

⁴⁴ Tr. 153:3-10.

⁴⁵ Tr. 155:17-25; Tr. 156:1-25; Tr. 157:1-17.

⁴⁶ Tr. 157:15-17.

⁴⁷ Weaver Ex. 10.

⁴⁸ Tr. 74:12-16.

because there are fewer producers of Tennessee Whiskey, and that position is supported by the letter from J.B. Thome, who is the former CEO of J.B. Thome Holdings, the largest broker of bulk spirits since 1977.⁴⁹ Thus, the lesser availability of premium Tennessee whiskey supports a higher multiple for valuation.

On cross-examination, the Receiver admitted that, at a 12x multiple, which is in the range of applicable multiples that fit both within the range he identified and that Keystone identified, the value of the Company under ordinary circumstances would be \$300 million and the Company would be solvent even at the \$25 million in 2025 sales.⁵⁰ He also testified that, at the \$41 million of sales achieved by the Company in 2024, prior to the impact of the Receivership, the value of the Company at a 12x multiple would be in the range of \$480 million.⁵¹

Although the Receiver asserted that the offers received for the Company's assets to date under the expedited sale process conducted by Arlington Capital is evidence of value, he further testified that he agreed that it is not a good time to sell the Company but that it is his "only option."⁵² Fawn Weaver has testified that purchase offers for the Company generated by a liquidation fire sale process in the face of lagging sales caused directly by the Receivership does not represent the fair value of the Company.⁵³ The Receiver acknowledged that an alternative strategy to a fire sale would be a plan that allowed the company to regain the lost sales from the Receivership then refinance when the valuation improved.⁵⁴ The Receiver further acknowledged that a proper sale process for an operating business is usually a process that can take significant time.⁵⁵ He testified that Arlington Capital issued a call for initial letters of interest to be received

⁴⁹ Exhibit 1 (Fawn Weaver Declaration), ¶¶ 95-96.

⁵⁰ Tr. 60:24-25; Tr. 61:1-12.

⁵¹ Tr. 59:25; Tr. 60:1-14.

⁵² Tr. 76:12-18.

⁵³ Exhibit 1 (Fawn Weaver Declaration), ¶ 100.

⁵⁴ Tr. 78:9-14.

⁵⁵ Tr. 85:8-18.

within 60 days of engaging Arlington Capital in the case.⁵⁶ He further testified that none of the parties submitting letters of interest had met with the Company's management prior to submitting their letters of interest.⁵⁷ These facts are indicative of a liquidation "fire sale" sales process not geared to maximizing value and not valid evidence of the Company's solvency.

The Receiver's First Quarterly Report and his communications with creditors indicated that the value of the Company was in excess of the total debt.⁵⁸ The Receiver testified at the Hearing that his opinion of the value of the Company changed in October 2025, more than two months into the Receivership, when he allegedly learned that the prior year case sales were materially lower than he had previously understood.⁵⁹ However, on cross-examination, the Receiver was presented with evidence that the actual case sales numbers for 2024 were known and knowable as early as January 2025.⁶⁰ The Keystone Restructuring Plan provided to Farm Credit in January 2025 accurately showed the 2024 projected case sales⁶¹ and contemporaneous third-party sales reports separately and accurately reflected the Company's non-distillery case sales.⁶² The data was available to the Receiver from day one of the Receivership. There is simply no excuse for the Receiver being unaware of the 2024 sales numbers for the Company which are independently verifiable.

The Receiver further testified that his opinion on value was reduced in mid-October 2025 due to the negative press coverage resulting from the Weavers filings in the case that were impacting value of the Company.⁶³ However, the Receiver acknowledged on cross-examination

⁵⁶ Tr. 85:19-25; Tr. 86:1-6.

⁵⁷ Tr. 86:7-13.

⁵⁸ See Farm Credit Ex. 21, ¶ 1.

⁵⁹ Receiver Ex. A, ¶ 36.

⁶⁰ Tr. 81:19-25; Tr. 82:1-13.

⁶¹ Farm Credit Ex. 5, p. 9.

⁶² Weaver Ex. 29.

⁶³ See Receiver Ex. A, ¶ 36.

that, in fact, the only filings by the Weavers in the case prior to the filing of a motion seeking a scheduling order on the underlying Farm Credit Complaint in **November 24, 2025** were solely responsive to the Receiver's Motion to Clarify.⁶⁴ So any negative press reporting resulting from filings in the case as of mid-October 2025 were solely the result of the Receiver's own Motion to Clarify and the resulting pleadings. The Receiver further admitted on cross-examination that he had not done any investigation prior to filing the Motion to Clarify.⁶⁵ Therefore, to the extent that the filings in the case have impacted enterprise value, the fault for those filings lies with the Receiver himself.

The Receiver further admitted that the "massive" reductions he made to sales and marketing efforts particularly in the fourth quarter of 2025, which is the largest sales quarter of the year in the spirit industry, had an impact on the Company's 2025 sales.⁶⁶ The Receiver also acknowledged that a dollar savings in sales and marketing expenses that results in a dollar of lost sales actually decreases the enterprise value of the company by the applicable value multiplier discussed in relation to overall Company value.⁶⁷ In other words, if a 6x multiple were applicable, the loss of one dollar of sales reduces the enterprise value of the Company by six dollars.⁶⁸ The Receiver further admitted that he had not proposed to Farm Credit additional funding necessary to maintain sales at the 2024 level in order to preserve the enterprise value of the Company during the Arlington Capital process.⁶⁹

⁶⁴ Tr. 83:13-25; Tr. 84:1-23.

⁶⁵ Tr. 83:13-22.

⁶⁶ Tr. 88:6-25.

⁶⁷ Tr. 89:4-21.

⁶⁸ Tr. 89:10-21.

⁶⁹ Tr. 90:25; Tr. 91:1-5.

Asset Value: The Fawn Weaver Declaration provides evidence that the more than 56,000 barrels of whiskey held by Uncle Nearest alone are worth approximately \$80 million at going concern fair value.⁷⁰

The Company received a letter of intent dated July 7, 2025, just weeks before the filing of the Complaint by Farm Credit, for a proposed \$70.4 million sale/leaseback transaction for the Nearest Green Distillery land and improvements, evidencing the going concern value of that property.⁷¹ Thus, including the barrel value, the fair asset value of the distillery and the barrels alone is \$150 million. Clearly a forced liquidation of the assets would result in a lower achievable value – however, for solvency analysis, the Court should look to going concern fair value, not forced liquidation value.

The Receiver's own balance sheet shows a depreciated value of the assets of the Company of \$129 million, with the assets valued at depreciated cost, without appreciation for assets that appreciate, such as the barreled whiskey.⁷² The balance sheet also does not include the goodwill value of the brand, which as noted above, would add significantly to that total. The balance sheet also does not account for the value of potential counterclaims that the Company may have against Farm Credit relating to its potential gross negligence and/or intentional acts that may have facilitated the dramatic increase in the Company's debt over a 13-month period.

Total Debt: Farm Credit's financial advisor, Kevin Larin, testified that the total debt of the Company may be approximately \$174 million.⁷³ The Fawn Weaver Declaration provides evidence that the actual total debt is significantly less than that amount.⁷⁴ Even accepting Farm Credit's

⁷⁰ Exhibit 1 (Fawn Weaver Declaration), ¶ 96.

⁷¹ Exhibit 1 (Fawn Weaver Declaration), ¶ 98.

⁷² Receiver Ex. A, pp. 61-64 (top of page 63).

⁷³ Farm Credit Ex. 2, ¶ 18.

⁷⁴ Exhibit 1 (Fawn Weaver Declaration), ¶ 51.

inflated \$175 million figure, the value of the Company's assets at going concern value are well in excess of the total debt of the Company, confirming solvency. If the Court disagrees, the Movants respectfully request detailed findings of fact on this record, which are particularly critical where, after only a brief receivership and notwithstanding a solvent, cash-flow-positive business, the UN brand now faces potential liquidation.⁷⁵

C. Adequacy of Farm Credit's Collateral

The evidence presented shows that Farm Credit's collateral fully secures its claims and the only real risk to the continuation of its oversecured position is that the Receivership continues to strip value from the Company or results in a forced sale liquidation of the Company. Farm Credit's alleged debt at the time the Receivership was commenced was approximately \$108 million. Farm Credit has since alleged that its debt is approximately \$120 million.⁷⁶ While the Movant's dispute that amount and assert that counterclaims will further reduce the amount of that debt, the evidence of value, as set forth above, provides clear evidence that value of the assets of the Uncle Nearest entities clearly are in excess of Farm Credit's claim, even at the alleged \$120 million amount. Farm Credit's own bank officer testified at the August 7, 2025 hearing that Farm Credit's position was that it was fully secured by its collateral.⁷⁷

D. The Company's Operating Cash Flow

Despite the conclusory, self-serving allegations made by the Receiver and Farm Credit to the contrary, the actual evidence presented by both Farm Credit and the Receiver demonstrate that the Company is operating on a cash flow positive basis with respect to current operations – i.e. it generates enough current cash receipts to cover all current, operating liabilities. The Receiver's

⁷⁵ See, e.g., *Jones*, 290 F.2d at 50.

⁷⁶ Farm Credit Ex. 2, ¶ 13.

⁷⁷ Dkt. 30, p. 46:12-21.

own cash flow report produced by Newpoint Advisors shows that, when the extraordinary fees of the Receiver and his professionals and the payments made by the Company on non-current, legacy debts to Tennessee Distilling Group are excluded, the Company has been and is expected to continue to be cash flow positive.

The Bank's financial consultant admitted under cross examination that the Company has been and is expected to continue to be cash flow positive by \$900,000 on a current operating basis since the start of the Receivership through April 19, 2026, once the extraordinary Receivers' fees and expenses and payments on non-current legacy debts are excluded.⁷⁸ While Mr. Larin sought to back track that admission on re-direct, as discussed above, his inability to answer the question definitively in discussing his own work-product should result in a negative inference that, in fact, the Company is undisputably cash flow positive once the TDG legacy payments are properly added back to cash flow.

The documentary evidence also shows that the Company has been and is projected to remain cash flow positive on an operating basis. Farm Credit Ex. 9 shows that the Company had a cumulative negative cash flow of <\$933,529> through January 18, 2026, after payments of Receiver's fees and expenses were added back and the Farm Credit funding was subtracted out. Farm Credit Ex. 10 provides projected cash flow through April 19, 2026, showing that the projected cumulative net cash flow as of that date would be <\$641,852>, after payments of Receiver's fees and expenses were added back and the Farm Credit funding was subtracted out with no additional funding from Farm Credit. Consequently, on their face, Farm Credit Exs. 9 and 10 show that the Company is projected to have a positive operating cash flow of \$291,677 from mid-January through mid-April 2026 (calculated as the difference between the cumulative cash

⁷⁸ Tr. 213:11-25; Tr. 214:1-2; Tr. 215:3-9.

flow on January 18, 2026 in Farm Credit Ex. 9 and the projected cumulative cash flow as of April 19, 2026 in Farm Credit Ex. 10). Farm Credit Exs. 9 and 10 further show that, once the legacy payments to TDG on non-current debts in the total amount of approximately \$1.5 million are added back, the Company was and is significantly cash flow positive for the duration of the Receivership, including the projected period through April 2026.

The interplay between Farm Credit Exs. 9 and 10 shows that the TDG payments have not been added back in either exhibit. The Accounts Payable Report for Uncle Nearest dated June 12, 2025 shows that, at the start of this Case, the balance owed by Uncle Nearest to TDG was \$1,622,873.02.⁷⁹ As shown in the Accounts Payable Summary dated December 31, 2025, the balance due to TDG has been reduced to \$107,128.00.⁸⁰ Consequently, payments to TDG have been made reducing the pre-receivership balance owed to TDG by \$1,515,745.02. Farm Credit Ex. 9 provides the cumulative cash flow from the very beginning of the Receivership, with a starting balance of receipts of \$234,767. The reported net cash flow is reported along the top line across and net of **all** receipts disbursements during the applicable period, including payments to the Receiver and his professionals, funding received from Farm Credit and payments to TDG on its legacy debt. While Farm Credit Ex. 9 clearly adds back the fees and expenses of the Receiver and his professionals, and subtracts the funding obtained from Farm Credit, it clearly does not add back the payments to TDG on its legacy debt totaling approximately \$1.5 million. Farm Credit Ex. 10 begins with a balance of \$1,137,212 in “Week 20” which ties to the ending balance of \$1,137,212 on “1/18” at the end of Farm Credit Ex. 9. Thus, the TDG payment must be added back to both Farm Credit Exs. 9 and 10 to accurately show operating current cash flow. Once approximately \$1.5 million is added back as positive cash flow to Farm Credit Ex. 9, the

⁷⁹ Farm Credit Ex. 7.

⁸⁰ Exhibit 1 (Fawn Weaver Declaration), ¶ 59.

cumulative cash flow figure as of the January 18, 2026 becomes a positive approximately \$567,000. Once the \$1.5 million is added back to Farm Credit Ex. 10, the projected positive cash flow figure as of April 19, 2026 becomes a positive cash flow of approximately \$900,000.

The Receiver has consistently advised creditors of the Company that the Company is cash flow positive and solvent. Anthony Severini, the CFO of Global Genesis (“Genesis”), testified that as late as early January 2026, the Receiver advised him directly that the Company was cash flow neutral to cash flow positive.⁸¹ In fact, Mr. Severini testified as to his outrage to learn that the Receiver was taking the position before the Court that the Company was not able to cash flow on a positive basis and insolvent after advising him exactly the opposite in mid-January 2026.⁸² Mr. Severini further testified as to Genesis’s partnership with Uncle Nearest as the Company’s professional employer organization (PEO). As a PEO, Genesis acts as a co-employer that provides payroll and benefit services for the Company and its employees.⁸³ Mr. Severini testified that, contrary to the Receiver’s assertion that the Company was unable to make its payroll when the Receiver was appointed, Genesis had an agreement in place with the Company that ensured payroll would be made.⁸⁴ The issue with payroll was a direct result of the Receivership itself, not an issue with the management of the Company prior to the Receivership.

E. Receivership Impact on Company Operations

The evidence shows that the Receivership and the Receiver’s management of the Company has caused and continues to cause a severe downturn in the Company’s retail sales trajectory that is causing significant damage to the enterprise value of the Company. The Nielsen data shows that, for the 18 months prior to the Receivership, Uncle Nearest was achieving positive year over year

⁸¹ Tr. 161:15-24.

⁸² Tr. 161:1-14; Tr. 164:4-24.

⁸³ Tr. 161:9-14; Tr. 163:7-9.

⁸⁴ Tr. 162:19-25; Tr. 163:1-2.

growth in retail sales every single month and outperforming the industry by approximately 10% on average.⁸⁵ The Nielsen data further shows a dramatic decline in retail sales of Uncle Nearest products since the start of the Receivership, where year of year retail sales are down by double digits and are underperforming the market by approximately 10% on average.⁸⁶

David Ozgo, the former Chief Economist for the Distilled Spirits Council of the United States (“DISCUS”), which is the premier spirit industry trade organization, testified that the change in Uncle Nearest’s performance at the retail level could not be explained by industry-wide causes, but were the direct result of the Receivership.⁸⁷ Mr. Ozgo provided relevant expert testimony showing (1) the Nielsen figures are accurate statistical measures of a brand’s sales and sales trajectory that are critical to evaluating a brand’s health,⁸⁸ (2) the Nielsen figures show that Uncle Nearest’s sales outperformed the industry by more than 10 percentage points in the periods prior to the Receivership, then began to underperform the industry by 10 percentage points after the Receivership was instituted, representing a 20% downward change in the brand’s trajectory relative to the American whiskey segment of the spirit industry,⁸⁹ and (3) that the downward change in sales trajectory cannot be attributed to general market conditions but are attributable to Company specific factors – i.e., the Receivership.⁹⁰ This testimony, which was unrebutted, shows that the Receivership is causing severe brand damage.

The Receiver acknowledged in cross examination that the October-November-December period, known in the industry as “OND,” is the most significant sales period of the year for Uncle Nearest.⁹¹ However, the Receiver slashed the budget for sales and marketing during this key period

⁸⁵ Weaver Exs. 6 and 10.

⁸⁶ Weaver Exs. 6 and 10.

⁸⁷ Tr. 175:1-8.

⁸⁸ Tr. 171:7-25; Tr. 172:1-25; Tr. 173:1-25.

⁸⁹ Tr. 175:1-8.

⁹⁰ Tr. 175:16-25; Tr. 176:1-2.

⁹¹ Tr. 88:16-18.

by over 80%, from \$1.15 million in the second quarter of 2025 to \$217,000 in the fourth quarter – i.e. the critical OND period – of 2025.⁹² As the Receiver acknowledged, a \$1 reduction in sales and marketing expense that results in even just a \$1 reduction in sales, reduces that enterprise value of the Company by the applicable value multiple applied to case gross case sales.⁹³ Fawn Weaver has stated in her Declaration, that historically Uncle Nearest has calculated its projected benefit from an added dollar of marketing expense, especially in market blitz efforts, to approximately \$4.50 in increased sales.⁹⁴ Consequently, the Receiver’s reduction of sales and marketing expenditures by approximately \$900,000 in OND (the busiest sales time of the year) likely cost the Company at least \$4 million in lost sales during that quarter alone.⁹⁵ At a 12x multiple, that loss of sales likely cost the Company \$48 million or more in enterprise value in order to save \$900,000 in cash, even where the Company was expected to be cash flow positive by \$900,000 and could have used that positive cash flow to maintain sales and enterprise value. On this record, the decision to suppress sales during OND while expanding Farm Credit’s debt position warrants careful judicial scrutiny, including the entry of detailed findings of fact pursuant to *Jones* and its progeny should the Court deny this Motion.

Katharine Jerkens, the Chief Business Officer for the Company, testified that she was the first employee hired by the Company.⁹⁶ She has continued to work through this trying time without any increase in compensation for staying with the Company – accommodations that are typical in distressed receiverships or chapter 11 bankruptcy cases. She testified that the Receivership has created a significant issue in getting approvals to undertake needed marketing strategies in a timely

⁹² Tr. 88:8-25; Tr. 89:1-2.

⁹³ Tr. 89:4-19.

⁹⁴ Exhibit 1 (Fawn Weaver Declaration), ¶ 72.

⁹⁵ Exhibit 1 (Fawn Weaver Declaration), ¶ 78.

⁹⁶ Tr. 108:7-12.

manner, with marketing requests that would normally take a day to approve prior to the Receivership, now taking upwards of six weeks to approve.⁹⁷ She testified that she was told that delays in decisions on marketing requests were a result of getting approvals from Farm Credit.⁹⁸ Ms. Jerkens also testified as to the impact of the Receiver's decisions to curtail bottling as leading to out-of-stock situations in key states, like Florida and New Jersey.⁹⁹ Ms. Weaver has testified that out-of-stock situations lead to lost retail sales that are never recovered.¹⁰⁰

In addition to the poor retail sales performance under the Receivership, the Receiver has billed and been paid by the Receivership Estate a whopping \$2.3 million since the start of the Receivership – at the rate of \$96,000 per week.¹⁰¹ The Receivership has morphed from maintaining the status quo pending a resolution of the underlying litigation to a full-on, open-ended investigation with no apparent purpose related to the underlying litigation. This is a bleed, coupled with the negative operating performance, that cannot be sustained and is unnecessary.

F. Lack of Evidence of Fraud by Current Management

The Receiver has not found any evidence that current management of the Company has engaged in any fraudulent activity and Farm Credit's unfounded allegations evidence nothing other than Farm Credit's unclean hands in this proceeding. Despite approximately five months of investigation, the Receiver has not been able to specify any facts that show that current management committed any fraud relating to the operations of the Company.

Farm Credit's false assertion in its Emergency Motion¹⁰² and at the related hearing that ownership of the Martha's Vineyard Property was misrepresented by the Company has been

⁹⁷ Tr. 113:8-22.

⁹⁸ Tr. 118:11-25; 119:1-9.

⁹⁹ Tr. 120:5-25.

¹⁰⁰ Exhibit 1 (Fawn Weaver Declaration), ¶ 90.

¹⁰¹ Exhibit 1 (Fawn Weaver Declaration), ¶ 101.

¹⁰² Dkt. 3, p. 18, ¶ 38; Dkt. 30, 12:2-10; 13:6-25.

completely debunked and proven false by the February 23, 2023 email from Mike Senzaki (Uncle Nearest) to Jonathan Boyce (Farm, Credit), which attaches the executed Contract to Purchase Real Estate dated January 26, 2023, showing Keith Weaver as the purchaser of the property.¹⁰³ Unsurprisingly, Farm Credit makes no further mention of this false accusation in its Response or the Declarations filed in support of the Response. However, the Court should recognize this blatantly false assertion by Farm Credit as evidence of Farm Credit's unclean hands in seeking the equitable relief of receivership. Likewise, Farm Credit's assertion at the August 7, 2025 hearing that there were approximately \$21 million of missing barrels of whiskey was untrue.¹⁰⁴ As Farm Credit was fully aware, the barrels at issue were never missing but were simply purchased under a forward contract with Advanced Spirits.¹⁰⁵ The characterization of the barrels as missing was intended solely to create the false impression that the Company had engaged in fraudulent activity.

To the extent that Farm Credit's "emergency" need for a Receiver was based on the conduct of the Company's former CFO, who took leave from the Company in October 2024 and was fired in January 2025, such alleged emergency is belied by the fact that Farm Credit knew the relevant facts relating to the fraudulent activities of the Company's former CFO as early as his formal dismissal in January 2025.¹⁰⁶ However, Farm Credit did not seek appointment of the Receiver for over six months after having that information and even entered into a Forbearance Agreement with the Company in April 2025.¹⁰⁷ Clearly, there was no real "emergency" in July 2025 that necessitated the appointment of a Receiver – just the false facts and accusations concocted by Farm Credit. Farm Credit's false assertions evidence Farm Credit's unclean hands in this proceeding.

¹⁰³ Exhibit 1 (Fawn Weaver Declaration), ¶ 21.

¹⁰⁴ Dkt. 30, 11:17-25; 12:1-2.

¹⁰⁵ Exhibit 1 (Fawn Weaver Declaration), ¶¶ 26-32.

¹⁰⁶ Exhibit 1 (Fawn Weaver Declaration), ¶ 13.

¹⁰⁷ Dkt. 1 (Ex. 9: Amendment N.8 to Credit Agreement and Forbearance Agreement dated April 15, 2025).

G. The Evidence Supports Placing the Company Back Under the Control of the Company's Management Team

Terminating the Receivership and returning control of the Company back to the Company's management is in the best interests of the Company, its creditors and its shareholders. Daniel Romano, who distributes in Illinois, testified that the Uncle Nearest brand and Fawn Weaver are synonymous in the eyes of the Uncle Nearest consumers¹⁰⁸ and that her leadership is necessary in order to reverse the downward retail sales trend.¹⁰⁹ David Ozgo, the former Chief Economist for DISCUS, testified if the Company specific issues – i.e. the Receivership – were alleviated, he would expect the pre-receivership positive retail sales trends for the Company to continue.¹¹⁰ Ms. Jerkens testified that Ms. Weaver's efforts in traveling to promote the Uncle Nearest brand have been "incredibly important" to the brand's growth.¹¹¹

The Receiver's negative impact on the Company is reflected in his decision to publicly accuse Ms. Jerkens and Ms. Weaver of conspiring to inflate the Company's sales projections and specifically named Ms. Jerkens in his public filing.¹¹² On cross-examination, the Receiver admitted that he had not done any investigation prior to making the unfounded allegation in his public filing.¹¹³ Ms. Jerkens testified that Ms. Weaver had absolutely no influence or input on the projections for the Company's sales that were provided to the Receiver's financial team.¹¹⁴ Furthermore, she testified that, contrary to the Receiver's assertion, her projections for January 2026 were lower than the actual sales for November 2025.¹¹⁵ Finally, and perhaps most

¹⁰⁸ Tr. 152:14-18; Tr. 155:17-25; Tr. 157:3-14.

¹⁰⁹ Tr. 157:15-17.

¹¹⁰ Tr. 176:3-10.

¹¹¹ Tr. 145:21-25 ; Tr. 146:1-23.

¹¹² Receiver Ex. A, ¶ 51.

¹¹³ Tr. 41:1-20.

¹¹⁴ Tr. 127:18-25.

¹¹⁵ Tr. 130:11-18.

importantly, she testified that the actual sales in January 2026 beat her allegedly inflated projections for the month by approximately \$500,000.¹¹⁶

The Receiver's false allegation against Ms. Jerkens is just another example of the Receiver making accusations and inferences without having performed any investigation – accusations and inferences that directly impact the value of the Uncle Nearest brand. Other examples include the filing of the Motion to Clarify alleging potential commingling where no prior investigation had been made¹¹⁷ and calling the counterclaims against Farm Credit as specious while admitting that he had done no investigation into the allegations underpinning the potential counterclaims.¹¹⁸ This pattern has led to bad press for the Company, implying commingling of funds with other entities and minimizing the Company's claims, which has negatively impacted the Company's value.¹¹⁹

While the Receiver has apparently resigned himself to a downward spiral for the Company, Ms. Weaver states that she would be able to immediately reverse the downward sales trend and put the Company back on the growth path that it had prior to the imposition of the Receivership.¹²⁰ The applicable value multiplier that would be applied is based on the trajectory of the Company and that, if the trajectory of the Company turned upward again, as it had been for the 18 months prior to the Receivership, the applicable multiplier would increase resulting in higher enterprise value.¹²¹ A higher enterprise value for the Company would allow for refinance the Farm Credit debt, equity infusions sufficient to cover all of the debt of the Company, and other restructuring options.¹²²

¹¹⁶ Tr. 128:17-23.

¹¹⁷ Tr. 83:16-22.

¹¹⁸ Dkt. 83, p. 4.

¹¹⁹ See Receiver Ex. A, ¶ 36.

¹²⁰ Exhibit 1 (Fawn Weaver Declaration), ¶ 108.

¹²¹ Tr. 74:7-11.

¹²² Exhibit 1 (Fawn Weaver Declaration), ¶¶ 100, 108.

CONCLUSION

The evidence adduced at the Hearing and as supplemented in the filed post-Hearing declarations show changed circumstances warranting termination of the Receivership. Each of the *Evans Tempcon* factors that the Court addressed in determining whether the Receivership should be imposed now weigh in favor of terminating the Receivership based on the evidence presented. Accordingly, the Movants request that the Receivership be immediately terminated.

Respectfully submitted,

MANIER & HEROD, P.C.

/s/ Michael E. Collins

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mbuchman@manierherod.com

Counsel for Movants

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2026, a copy of the foregoing was served via this Court's CM/ECF system on all parties consenting to receive electronic service.

/s/ Michael E. Collins

Michael E. Collins

EXHIBIT A

Farm Credit Loan History

Account | Account Name | Status
 1.4E+09 Capital Expenditur **Closed**

Year	Beginning Principal	Beginning Int	Distribution	Principal Pmt	Int Pmt	Int Accrual	Ending Interest	Ending Principal	Ending Balance
2022	-	-	20,000,000.00	(250,000.00)	(198,060.86)	534,533.46	336,472.60	19,750,000.00	20,086,472.60
2023	19,750,000.00	336,472.60	-	(19,750,000.00)	(682,292.07)	345,819.47	(336,472.60)	336,472.60	0.00

Account | Account Name | Status
 1.4E+09 Working Capital **Open**

Year	Beginning Principal	Beginning Int	Distribution	Principal Pmt	Int Pmt	Int Accrual	Ending Interest	Ending Principal	Ending Balance
2022	-	-	46,688,543.41	(3,688,859.41)	(336,451.08)	1,004,900.79	668,449.71	42,999,684.00	43,668,133.71
2023	42,999,684.00	668,449.71	25,689,623.00	(1,704,623.00)	-	1,519,542.95	1,519,542.95	66,984,684.00	68,504,226.95
2024	66,984,684.00	1,519,542.95	75,000.00	(1,835,652.04)	(3,022,569.12)	6,715,196.29	5,212,170.12	65,224,031.96	70,436,202.08
2025	65,224,031.96	5,212,170.12	-	-	(4,869,282.45)	3,248,246.15	3,591,133.82	65,224,031.96	68,815,165.78

Account | Account Name | Status
 1.4E+09 Construction **Open**

Year	Beginning Principal	Beginning Int	Distribution	Principal Pmt	Int Pmt	Int Accrual	Ending Interest	Ending Principal	Ending Balance
2022	-	-	-	-	-	-	-	-	-
2023	-	-	15,000,000.00	-	(916,158.61)	1,141,775.04	225,616.43	15,000,000.00	15,225,616.43
2024	15,000,000.00	225,616.43	-	-	(1,498,356.15)	1,532,773.96	260,034.24	15,000,000.00	15,260,034.24
2025	15,000,000.00	260,034.24	-	-	(473,042.43)	747,020.54	534,012.35	15,000,000.00	15,534,012.35

Account | Account Name | Status
 1.4E+09 Refi Term Note **Open**

Year	Beginning Principal	Beginning Int	Distribution	Principal Pmt	Int Pmt	Int Accrual	Ending Interest	Ending Principal	Ending Balance
2022	-	-	-	-	-	-	-	-	-
2023	-	-	23,503,125.00	(583,905.76)	(999,371.67)	1,519,292.58	519,920.91	22,919,219.24	23,439,140.15
2024	22,919,219.24	519,920.91	-	(874,068.36)	(1,593,958.40)	2,273,472.84	1,199,435.35	22,045,150.88	23,244,586.23
2025	22,045,150.88	1,199,435.35	-	-	(1,258,364.51)	1,097,878.69	1,038,949.53	22,045,150.88	23,084,100.41

Total | All Loans | Status
Closed

Year	Beginning Principal	Beginning Int	66,688,543.41	Principal Pmt	Int Pmt	Applied to Fees	Int Accrual	Ending Interest	Ending Principal	Ending Balance
2022	-	-	66,688,543.41	(3,938,859.41)	(534,511.94)	-	-	(534,511.94)	62,749,684.00	62,215,172.06
2023	62,749,684.00	(534,511.94)	64,192,748.00	(22,038,528.76)	(2,597,822.35)	-	-	(2,597,822.35)	104,903,903.24	#####
2024	104,903,903.24	(2,597,822.35)	75,000.00	(2,709,720.40)	(6,114,883.67)	-	1,397,571.66	(7,315,134.36)	102,269,182.84	94,954,048.48
2025	102,269,182.84	6,671,639.71	-	-	(6,600,689.39)	(899,310.61)	181,193.01	252,143.33	102,269,182.84	#####

January 2024-April 2025	Paid During "Default" Period	(2,709,720.40)	(12,715,573.06)	(899,310.61)	(16,324,604.07)
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EXHIBIT B



Fwd: Martha's Vineyard

From Mike Sensaki <mike.senzaki@unclenearest.com>

Date Sat 8/2/2025 12:12 PM

To Fawn Weaver <fawn.weaver@unclenearest.com>

1 attachment (4 MB)

Fully executed Codman Offer & Addendum (version 5) (3).pdf;

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

From: **Mike Sensaki** <mike.senzaki@unclenearest.com>

Date: Thu, Feb 23, 2023 at 11:39 AM

Subject: Martha's Vineyard

To: Jonathan Boyce <Jonathan.Boyce@e-farmcredit.com>

CONTRACT TO PURCHASE REAL ESTATE #501 (Page 1 of 2)



(With Contingencies)

(Binding Contract. If Legal Advice Is Desired, Consult An Attorney.)

From: BUYER(S):
Name(s): Keith Weaver
Address: 600 North Main Street
Suite 2000
Shelbyville, TN 37160

To: OWNER OF RECORD ("SELLER"):
Name(s): Roundabout Holdings LLC
Address: Heirs of Vincent Sophia
225 NE Minzer Blvd, #770
Boca Raton, FL 33432

The agent Jennifer B. DaSilva is operating in this transaction as:

- Buyer's Agent Seller's Agent Facilitator Dual Agent

on behalf of Point B Compass, 19 Winter Street, Edgartown, MA 02539

This provision does not eliminate the requirement to have a signed Mandatory Real Estate Licensee-Consumer Relationship Disclosure, but acts to satisfy Standard of Practice 16-10 in the REALTOR® Code of Ethics.

The BUYER offers to purchase the real property described as 10 Codman Springs, Edgartown, MA 02539 together with all buildings and improvements thereon (the "Premises") to which I have been introduced by Point B Compass upon the following terms and conditions:

1. Purchase Price: The BUYER agrees to pay the sum of \$2,275,000 to the SELLER for the purchase of the Premises (the "Offer"), due as follows:

- i. \$ 10,000 as a deposit to bind this Offer
 and delivered herewith to the Seller or Seller's agent
 or to be delivered forthwith upon receipt of written acceptance
- ii. \$ 217,500 as an additional deposit upon executing the Purchase And Sale Agreement;
- iii. Balance by bank's, cashier's, treasurer's or certified check or wire transfer at time for closing.

2. Duration Of Offer. This Offer is valid until 9:00 a.m./p.m. on 01/28/2023 by which time a copy of this Offer shall be signed by the SELLER, accepting this Offer and returned to the BUYER, otherwise this Offer shall be deemed rejected and the money tendered herewith shall be returned to the BUYER. Upon written notice to the BUYER or BUYER'S agent of the SELLER'S acceptance, the accepted Offer shall form a binding agreement. Time is of the essence as to each provision.

3. Purchase And Sale Agreement. The SELLER and the BUYER shall, on or before 5:00 a.m./p.m. on 02/16/2023 execute the Standard Purchase and Sale Agreement of the MASSACHUSETTS ASSOCIATION OF REALTORS® or substantial equivalent which, when executed, shall become the entire agreement between the parties and this Offer shall have no further force and effect.

4. Closing. The SELLER agrees to deliver a good and sufficient deed conveying good and clear record and marketable title at 12:00 a.m./p.m. on 03/28/2023 at the Dukes County Registry of Deeds or such other time or place as may be mutually agreed upon by the parties.

5. Escrow. The deposit shall be held by Compass Massachusetts LLC, as escrow agent, subject to the terms hereof. Endorsement or negotiation of this deposit by the real estate broker shall not be deemed acceptance of the terms of the Offer. In the event of any disagreement between the parties concerning to whom escrowed funds should be paid, the escrow agent may retain said deposit pending written instructions mutually given by the BUYER and SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a pending lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

6. Contingencies. It is agreed that the BUYER'S obligations under this Offer and any Purchase and Sale Agreement signed pursuant to this Offer are expressly conditioned upon the following terms and conditions:

~~a. Mortgage.~~ (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for financing in the amount of \$ n/a at prevailing rates, terms and conditions by n/a

The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within the BUYER'S control. If, despite reasonable efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this agreement by giving written notice that is received by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been received, this condition is deemed waived. In the event that due notice has been received, the obligations of the parties shall cease and this agreement shall be void; and all monies deposited by the BUYER shall be returned. In no event shall the BUYER be deemed to have used

CONTRACT TO PURCHASE REAL ESTATE #501 (Page 2 of 2)
(With Contingencies)



reasonable efforts to obtain financing unless the BUYER has submitted one application by n/a and acted reasonably promptly in providing additional information requested by the mortgage lender.

b. Inspections. (Delete If Waived) The BUYER'S obligations under this agreement are subject to the right to obtain inspection(s) of the Premises or any aspect thereof, including, but not limited to, home, pest, radon, lead paint, energy usage/efficiency, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost by 02/10/2023. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

7. Representations/Acknowledgments. The BUYER acknowledges receipt of an agency disclosure, lead paint disclosure (for residences built before 1978) and Home Inspectors Facts For Consumers brochure (prepared by the Office of Consumer Affairs). The BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following: (if none, write "NONE"):

none

8. Buyer's Default. If the BUYER defaults in BUYER'S obligations, all monies tendered as a deposit shall be paid to the SELLER as liquidated damages and this shall be SELLER'S sole remedy.

9. Additional Terms.

See Addendum

Kath Pham BUYER Date _____

SELLER'S REPLY

SELLER(S): (check one and sign below)

- (a) ACCEPT(S) the Offer as set forth above at X a.m./p.m. on this 01/28/2023 day of X
- (b) REJECT(S) the Offer.
- (c) Reject(s) the Offer and MAKE(S) A COUNTEROFFER on the following terms:

Joseph Qualone, Managing Member This Counteroffer shall expire at _____ a.m./p.m. on _____ if not withdrawn earlier.

SELLER, or spouse Date _____ SELLER Date _____

(IF COUNTEROFFER FROM SELLER) BUYER'S REPLY

The BUYER: (check one and sign below):

- (a) ACCEPT(S) the Counteroffer as set forth above at _____ a.m./p.m. on this _____ day of _____.
- (b) REJECT(S) the Counteroffer.

BUYER Date _____ BUYER Date _____

RECEIPT FOR DEPOSIT

I hereby acknowledge receipt of a deposit in the amount of \$ _____ from the BUYER this _____ day of _____
Escrow Agent or Authorized Representative



ADDENDUM

Date 01/26/2023
Page 3 of 3 Pages

This is an Addendum to the Real Estate Purchase Contract between the parties dated 01/26/2023 pertaining to the property located at 10 Codman Spring Rd, Edgartown, MA 02539

1. SELLER shall by appointment have access to the premises for the purpose of making measurements, inspections and the like. Said access shall be at a reasonable time, by appointment and in the presence of SELLER or SELLER'S agent.
2. RIGHT TO ASSIGN – BUYERS shall have the right to assign this contract to BUYER'S spouse, issue, a partnership, corporation, limited liability partnership or limited liability company in which the BUYER, BUYER'S spouse or BUYER'S issue have an interest, or to any trust for the benefit of one or more of the BUYER, the BUYER's spouse or BUYER'S issue.
3. PURCHASE & SALES AGREEMENT – This offer is subject to a mutually agreeable Purchase & Sales Agreement, subject to attorney review, which once executed shall supersede this agreement and be the sole agreement among the parties. BUYER's Attorney shall review the title issue that affects the property to the satisfaction of the BUYER.
4. LAND BANK – BUYERS acknowledges that the purchase is subject to a fee of 2% of the purchase price. The fee is payable by the BUYER to the Martha's Vineyard Land Bank at the time of closing.
5. AGENCY DISCLOSURE – Compass Massachusetts LLC is acting as a Buyer's and Seller's Agent in this transaction. Both parties are obligated to act honestly and ethically with all parties throughout the transaction.
6. PROFESSIONAL FEES - SELLER shall pay Compass Massachusetts LLC in accordance to the executed listing agreement at closing a fee equal to 5.0% of the purchase price.

Keith Weaver
dotloop verified
01/26/23 6:18 PM EST
VFJB-Y4S6-MCH1-04Z5
(Buyer) (Date)

(Buyer) (Date)

Joseph Auzalone, Managing Member
dotloop verified
01/28/23 6:04 AM AST
DGPI-TQLO-WRT6-VSLM
01/28/2023
(Seller) (Date)

(Seller) (Date)

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

From: **Jonathan Boyce** <Jonathan.Boyce@fcma.com>

Date: Fri, Jun 23, 2023 at 10:28AM

Subject: Falmouth Reservation

To: Mike Senzaki <mike.senzaki@unclenearest.com>, Mike Senzaki <mike@unclenearest.com>, Brian Klatt <Brian.Klatt@e-farmcredit.com>

Good Morning

Booked a place in Falmouth since I couldn't find anything in Martha's Vineyard. Checking in on August 17th and checking out on August 21st.

Looking forward to it!

Jonathan Boyce

NMLS 1450590

Financial Officer | Jonathan.Boyce@fcma.com

1908 Madison St Shelbyville, TN 37160

T 931-684-3291 F 931-684-1099 | fcma.com

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

From: **Jonathan Boyce** <Jonathan.Boyce@fcma.com>

Date: Wed, Jun 14, 2023 at 9:57 AM

Subject: Martha Vineyard

To: Brian Klatt <Brian.Klatt@e-farmcredit.com>, Rollin Richey <Rollin.Richey@e-farmcredit.com>, mike.senzaki@unclenearest.com <mike.senzaki@unclenearest.com>

Good morning,

Coordinating with Keith this morning and he gave me two sets of dates for us to come... August 10-12 or August 17-19.

I'm checking my calendar now.

Jonathan Boyce

NMLS 1450590

Financial Officer | Jonathan.Boyce@fcma.com

1908 Madison St Shelbyville, TN 37160

T 931-684-3291 F 931-684-1099 | fcma.com



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

From: **Jonathan Boyce** <Jonathan.Boyce@fcma.com>

Date: Wed, Aug 2, 2023 at 1:31 PM

Subject: Itinerary for MV

To: Brian Klatt <Brian.Klatt@e-farmcredit.com>, Mike Senzaki <mike.senzaki@unclenearest.com>

Here is basic itinerary for MV trip.

Brian – we have a meeting scheduled with Keith and Fawn on the 18th but not time set yet. Mike's coming in on the 19th.

I have registered us for UN events on 18th, 19th, and 20th.

Mike – I haven't sent this to Keith or Fawn so please forward to them if think appropriate.

Thanks

Jonathan Boyce

NMLS 1450590

Financial Officer | Jonathan.Boyce@fema.com

1908 Madison St Shelbyville, TN 37160

T 931-684-3291 F 931-684-1099 | fema.com



Itinerary	For Name
Trip Description	Martha's Vineyard
Departure Date	August 17 th
Departure Airline	JetBlue from Nashville, TN
Departure Time	1:40 pm Central
Arrival Time	5:26 pm Eastern to Boston, MA
Hotel	Falmouth, MA
Return Date	August 21 st
Return Airline	JetBlue
Return Departure Time	11:10 am Eastern
Arrival Time	1:05 pm Central to Nashville, Tn

August 18th

Itinerary	For Name
Client Visit	Meeting with Keith and Fawn at 471 West Tisbury Rd, Edgartown, MA
Meeting Time	TBD – Fawn has confirmed meeting just no time yet. Our 3 rd quarter meeting.
UN Event	Cocktails from 2-7 pm – RSVP'd

August 19th

Itinerary	For Name
Client Visit	Mike's arriving early morning – touch base with him. Get him access to the home
Meeting Time	No UN meeting schedule for today
UN Event	G Garvin and Jazz 5-8pm – RSVP'd

August 20th

Itinerary	For Name
Client Visit	TBD – See what the day holds
Meeting Time	No UN meeting schedule for today
UN Event	Gospel Brunch with Weavers, 1-3 pm – RSVP'd

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

From: **Brian Klatt** <Brian.Klatt@fcma.com>

Date: Thu, Aug 10, 2023 at 10:35 AM

Subject: Bike rentals

To: Mike Senzaki <mike.senzaki@unclenearest.com>, Jonathan Boyce <Jonathan.Boyce@fcma.com>

I made reservations for bikes on MV for Friday-Sunday. Helmets and locks included. Bring your padded bike shorts and sunscreen.

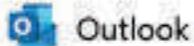
Brian Klatt

Vice President Corporate Originations | Brian.Klatt@fcma.com

12501 Lakefront Place Louisville, KY 40299

T 303-550-8463 F 502-450-9357 | fcma.com

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Outlook

Subject: shoes

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

From: Brian Klatt <Brian.Klatt@fcma.com>
Date: Thu, Aug 10, 2023 at 10:44 AM
Subject: shoes
To: Mike Senzaki <[\[REDACTED\]@unclenearest.com](mailto:[REDACTED]@unclenearest.com)>
Cc: Jonathan Boyce <Jonathan.Boyce@fcma.com>

WTH....you're didn't think to set me up with a pair of Air Force One's? Size 10

Brian Klatt
Vice President Corporate Originations | Brian.Klatt@fema.com
12501 Lakefront Place Louisville, KY 40299
T 303-550-8463 F 502-450-9357 | fema.com

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EXHIBIT C

Uncle Nearest Consolidated
Cash Flow Launcher™
Purchases and Disbursements

1.17 USD - EURO Conversion



Assumptions	Week 1 9/1 9/7	Week 2 9/8 9/14	Week 3 9/15 9/21	Week 4 9/22 9/28	Week 5 9/29 10/5	Week 6 10/6 10/12	Week 7 10/13 10/19	Week 8 10/20 10/26	Week 9 10/27 11/2	Week 10 11/3 11/9	Week 11 11/10 11/16	Week 12 11/17 11/23	Week 13 11/24 11/30	Week 14 12/1 12/7	Week 15 12/8 12/14	Week 16 12/15 12/21	Week 17 12/22 12/28	Week 18 1/4 1/10	Week 19 1/5 1/11	Week 20 1/12 1/18	Week 21 1/19 1/25	Week 22 1/26 2/1	Week 23 2/2 2/8	Week 24 2/9 2/15	
Accounts Payable																									
Beginning Balance	\$ -	\$14,332,442	\$14,427,287	\$13,875,284	\$13,466,729	\$13,470,163	\$13,886,288	\$13,910,707	\$14,095,344	\$14,094,830	\$14,132,075	\$14,152,478	\$14,154,378	\$14,156,498	\$13,450,375	\$13,513,018	\$13,705,763	\$13,827,218	\$13,843,419	\$13,865,476	\$13,865,476	\$13,886,897	\$13,875,277	\$13,890,177	\$13,954,615
Purchases	95,039	151,460	15,350	286,782	507,212	318,563	196,655	169,638	168,648	62,677	135,497	379,816	229,772	13,969	91,487	187,435	1,120,416	135,918	11,596	300,531	61,854	246,340	162,343	49,953	
Operational Disbursements	28,371	476	419,583	283,349	91,086	294,145	109,951	170,152	62,733	62,677	135,497	377,804	229,772	37,723	91,487	190,884	1,144,052	135,918	11,596	300,531	73,473	231,439	97,005	76,475	
Ending Balance	\$14,332,442	\$14,427,287	\$13,875,284	\$13,466,729	\$13,470,163	\$13,886,288	\$13,910,707	\$14,095,344	\$14,094,830	\$14,132,075	\$14,152,478	\$14,154,378	\$14,156,498	\$13,450,375	\$13,513,018	\$13,705,763	\$13,827,218	\$13,843,419	\$13,865,476	\$13,865,476	\$13,886,897	\$13,875,277	\$13,890,177	\$13,954,615	
Days Expenses Outstanding (DEO)	7,017	307	178	119	168	160	245	197	343	242	301	193	220	197	313	260	151	128	158	216	261	169	219	185	

EXHIBIT D

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

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>

EXHIBIT E



New Shipment Quote Request - Uncle Nearest_ UNN-71361 - UN NJ 259

Riley N. MacKenzie <rmackenzie@tndistilling.com>
To: Heath Clark <hclark@tndistilling.com>, Jameson Greer <jameson@ng-d.com>
Cc: Katharine Jerkens <katharine.jerkens@unclenearest.com>, Mark Ruday <mruday@newpointadvisors.us>

Tue, Feb 17, 2026 at 11:09 AM

Roger that. I'll get this set up.

Cheers,



Riley N. MacKenzie

+1-931-286-5912 mobile
+1-800-560-7915 office
RNmackenzie@tndistilling.com

Tennessee Distilling Group

1929 Ridgecrest Drive
Columbia, Tennessee 38401 USA
www.tndistilling.com

From: Heath Clark <hclark@tndistilling.com>
Sent: Tuesday, February 17, 2026 10:58 AM
To: Jameson Greer <jameson@ng-d.com>
Cc: Katharine Jerkens <Katharine.Jerkens@unclenearest.com>; Mark Ruday <mruday@newpointadvisors.us>; Riley N. MacKenzie <rmackenzie@tndistilling.com>
Subject: Re: New Shipment Quote Request - Uncle Nearest_ UNN-71361 - UN NJ 259

Jameson – Funds received.

Riley – FCGs are good to ship.

Heath



Heath Clark

+1-615-202-8775 mobile
hclark@tndistilling.com

Tennessee Distilling Group

1929 Ridgecrest Drive
Columbia, Tennessee 38401 USA
www.tndistilling.com

From: Jameson Greer <jameson@ng-d.com>
Date: Tuesday, February 17, 2026 at 10:47 AM
To: Heath Clark <hclark@tndistilling.com>
Cc: Katharine Jerkens <Katharine.Jerkens@unclenearest.com>, Mark Ruday <mruday@newpointadvisors.us>, "Riley N. MacKenzie" <rmackenzie@tndistilling.com>
Subject: Re: New Shipment Quote Request - Uncle Nearest_ UNN-71361 - UN NJ 259

Heath,

Did you all release this shipment? I never received confirmation yesterday. We are running OOS in our warehouses. Let us know!

Nearest Green Distillery | 3125 US-231 North, Shelbyville, TN 37160

Email: jameson@ng-d.com | Phone: (615) 920-0837

The Most Awarded Bourbon or American Whiskey of 2019- 2023

On Sat, Feb 14, 2026 at 8:40 AM Heath Clark <hclark@tndistilling.com> wrote:

Thanks Jameson. I saw a note from Tim. I'll confirm w Tricia first thing Monday. He's never missed. We can get the ball rolling.

Heath Clark
615-202-8775

Heath Clark

Tennessee Distilling Group



+1-615-202-8775 mobile

1929 Ridgecrest Drive

Columbia, Tennessee 38401 USA

hclark@tndistilling.com

www.tndistilling.com

On Feb 13, 2026, at 6:04 PM, Jameson Greer <jameson@ng-d.com> wrote:

Riley,

We were told this morning everything was cleared up. Can you all confirm? We are running out in our warehouse. Let me know. Thanks!

Jameson Greer | Director, Bottling Operations & Supply Chain

Nearest Green Distillery | 3125 US-231 North, Shelbyville, TN 37160

Email: jameson@ng-d.com | Phone: (615) 920-0837

The Most Awarded Bourbon or American Whiskey of 2019- 2023

On Thu, Feb 12, 2026 at 9:59 AM Riley N. Mackenzie <rmackenzie@tndistilling.com> wrote:

Good Morning Mario,

Unfortunately, I am unable to accommodate pickup at this time. I will let you know as soon as I am able to get this on our schedule.

Cheers,

Riley N. MacKenzie

Tennessee Distilling Group

+1-931-286-5912 mobile

1929 Ridgecrest Drive

+1-800-560-7915 office

Columbia, Tennessee 38401 USA

RNmackenzie@tndistilling.com

www.tndistilling.com

From: Mario Quitoles <mquitoles@parkstreet.com>

Sent: Thursday, February 12, 2026 9:30 AM

To: Katharine Jerkens <katharine.jerkens@unclenearest.com>; Mario Quitoles <ustransport@parkstreet.com>; Marco Cabanero <myrm@parkstreet.com>

Cc: Logistics <logistics@tndistilling.com>; Jameson Greer <jameson@ng-d.com>

Subject: Re: New Shipment Quote Request - Uncle Nearest_ UNN-71361 - UN NJ 259

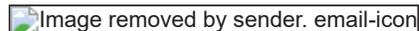
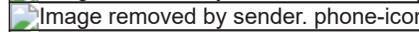
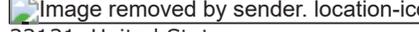
Good morning,

A gentle follow up here please

All the best,


ParkStreetLogo

Mario Quitoles
Domestic Freight Coordinator
Park Street Companies

 mquitoles@parkstreet.com
 +1 (305) 967 7440 x 916
 www.parkstreet.com
 1000 Brickell Ave #215, Miami, FL
33131, United States

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As a result of the current global shipping environment, bookings and transit times are not guaranteed by service providers. Park Street strongly recommends planning for delays and potential additional fees.

Due to an unprecedented increase in import volumes, shipments into Western Carriers may be subject to delays in receiving and inbound. Park Street nor any third-party providers will be responsible for any fees associated with these delays. Please consider this possibility when planning your supply chain.

Image removed by sender. Sent from Front

On February 10, 2026 at 10:12 PM GMT+8 myrm@parkstreet.com wrote:

Hi TDG Team,

Good morning.

Here's the updated quantities for this order:

Uncle Nearest NG 1856 Premium Aged Whiskey 6/750mL 50% (UNN-1856NG-750) → 742cs

Nearest Green Tennessee Whiskey TDG 750ml/12 42% - UNN-NG-TDG-750 → 624cs

Thank you!

Best regards,



Marco Cabañero
Relationship Manager, Operations
Park Street Companies

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Image removed by sender. phone-icon | +1 (305) 967 7440 x745
Image removed by sender. website-icon | www.parkstreet.com
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On February 10, 2026 at 8:22 AM EST ustransport@parkstreet.com wrote:

Thanks Katharine,

Riley and the Logistics Team from Tennessee Distilling Group to assist with PO# UN NJ 259. Please note:

1. The pickup address is: [1929 Ridgecrest Drive Columbia, Tennessee, 38401 USA](#).
2. Please note you need to reach out to logistics@tndistilling.com to schedule a pickup. From sending BOL to pick-up date, we will need at least 24 hours. Please reach out to TDG to schedule the pickup.

Hi TDG Team,

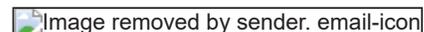
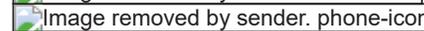
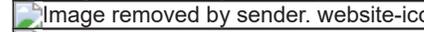
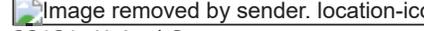
Please see attached new PO for Western Carriers, NJ for 742 cases of Uncle Nearest 1856 NG 6/750mL. Please send me the BOL once the order is picked up so we can assist accordingly.

Thank you so much!

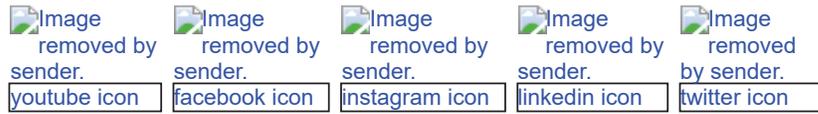
All the best,


removed by
sender.
[ParkStreetLogo](#)

Mario Quitoles
Domestic Freight Coordinator
Park Street Companies

 mquitoles@parkstreet.com
 +1 (305) 967 7440 x 916
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On February 10, 2026 at 8:31 AM GMT+8 katharine.jerkens@unclenearest.com wrote:

Approved

Sent from my iPhone

On Feb 9, 2026, at 11:36 AM, Mario Quitoles <ustransport@parkstreet.com> wrote:

Hello Team,

Good morning. A gentle follow up here please. Additionally, please note of the updated rate - **Dedicated \$3119**

Pallets: 21

Cases:1366

Total Weight: 41134lbs

Commodity: Spirits

Declared Value: \$240000

All the best,



Mario Quitoles
Domestic Freight Coordinator
Park Street Companies

Image removed by sender. email-icon mquitoles@parkstreet.com
 Image removed by sender. phone-icon +1 (305) 967 7440 x 916
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On February 7, 2026 at 2:57 AM GMT+8 myrm@parkstreet.com wrote:

Hi TDG Team,

Good afternoon.

Please see the attached updated PO for UN NJ 259 for the following products:

Uncle Nearest NG 1856 Premium Aged Whiskey 6/750mL 50% (UNN-1856NG-750) → 742cs

Nearest Green Tennessee Whiskey TDG 750ml/12 42% - UNN-NG-TDG-750 → 624cs

Kindly advise once available. Thank you!

Best regards,



Marco Cabañero
Relationship Manager, Operations
Park Street Companies

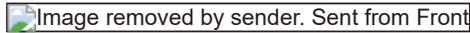
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On February 4, 2026 at 5:39 PM EST myrm@parkstreet.com wrote:

Good day,

I am looping in Riley and the Logistics Team from Tennessee Distilling Group to assist with PO# UN NJ 259. Please note:

1. The pickup address is: [1929 Ridgecrest Drive Columbia, Tennessee, 38401 USA](#).
2. Please note you need to reach out to logistics@tndistilling.com to schedule a pickup. From sending BOL to pick-up date, we will need at least 24 hours. Please reach out to TDG to schedule the pickup.

Hi TDG Team,

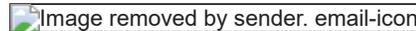
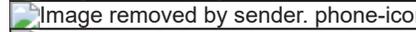
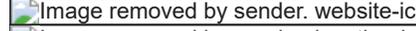
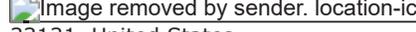
Please see attached new PO for Western Carriers, NJ for 742 cases of Uncle Nearest 1856 NG 6/750mL. Please send me the BOL once the order is picked up so we can assist accordingly.

Thank you so much!

Best regards,


[ParkStreetLogo](#)

Marco Cabañero
Relationship Manager, Operations
Park Street Companies

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EXHIBIT F

NIELSEN (NIQ) RETAIL SCAN DATA

Period	Uncle Nearest \$ Growth	Market \$ Growth	Delta
January 2025	30.2%	-1.0%	31.2 pts
February 2025	5.4%	-7.1%	12.5 pts
March 2025	-1.1%	-4.3%	3.2 pts
April 2025	7.0%	-4.9%	11.9 pts
May 2025	1.3%	-5.0%	6.3 pts
June 2025	1.3%	-0.4%	1.7 pts
July 2025	0.7%	-4.6%	5.3 pts
Bank Lawsuit Announced			
August 2025	7.2%	-0.6%	7.8 pts
Receiver Appointed			
September 2025	-8.2%	-6.8%	-1.4 pts
October 2025	-25.3%	-11.0%	-14.3 pts
November 2025	-14.8%	-7.7%	-7.1 pts
December 2025	-23.8%	-9.0%	-14.8 pts
January 2026	-26.8%	-8.5%	-18.3 pts
February 2026	-19.1%	-3.1%	-16 pts

By January 2026, Uncle Nearest underperformed the market by 18.3 percentage points. By February 2026, that underperformance was 16.0 percentage points, **reflecting a 47.2-point reversal** from January 2025, when the brand outperformed the market by 31.2 percentage points.

EXHIBIT G

NEAREST GREEN DISTILLERY: GROWTH PRE-RECEIVERSHIP/DECLINE POST-RECEIVERSHIP

Week	Week	<u>Merchandise +</u>		<u>Combined Tour + Merchandise +</u>		<u>Tour/Tasting</u>
		<u>Whiskey Revenue</u>	<u>Tour Revenue</u>	<u>Whiskey Revenue</u>		<u>Attendance</u>
		% change	% change	% change		%change
Week 1	12/30-1/5	39%	76%	49%		71%
Week 2	1/6-1/12	-68%	-73%	-69%		-66%
Week 3	1/13-1/19	206%	207%	206%		124%
Week 4	1/20-1/26	-18%	35%	-7%		15%
Week 5	1/27-2/2	-18%	8%	-12%		2%
Week 6	2/3-2/9	7%	38%	15%		32%
Week 7	2/10-2/16	-21%	10%	-13%		-22%
Week 8	2/17-2/23	-1%	-8%	-3%		-8%
Week 9	2/24-3/2	55%	18%	44%		0%
Week 10	3/3-3/9	-14%	14%	-8%		4%
Week 11	3/10-3/16	-32%	-17%	-28%		-28%
Week 12	3/17-3/23	-21%	1%	-17%		-11%
Week 13	3/24-3/30	30%	44%	34%		8%
Week 14	3/31-4/6	-11%	-20%	-13%		-24%
Week 15	4/7-4/13	-5%	24%	2%		11%
Week 16	4/14-4/20	-36%	-6%	-28%		-14%
Week 17	4/21-4/27	1%	36%	9%		21%
Week 18	4/28-5/4	5%	4%	5%		-2%
Week 19	5/5-5/11	-3%	14%	2%		5%
Week 20	5/12-5/18	64%	67%	65%		49%
Week 21	5/19-5/25	20%	48%	28%		28%
Week 22	5/26-6/1	51%	38%	47%		35%
Week 23	6/2-6/8	-19%	9%	-11%		5%
Week 24	6/9-6/15	-20%	-5%	-16%		-10%
Week 25	6/16-6/22	-16%	20%	-7%		23%
Week 26	6/23-6/29	-4%	25%	3%		9%
Week 27	6/30-7/6	-6%	-14%	-8%		-12%

Week 28	7/7-7/13	-4%	2%	-2%	2%
Week 29	7/14-7/20	-26%	124%	6%	21%
Week 30	7/21-7/27	2%	19%	7%	11%
Week 31	7/28-8/3	-8%	4%	-4%	1%
Week 32	8/4-8/10	-5%	30%	4%	14%
Week 33	8/11-8/17	16%	43%	23%	30%
Week 34	8/18-8/24	-31%	18%	-20%	18%
Week 35	8/25-8/31	28%	58%	36%	44%
PRE-RECEIVERSHIP		4%	26%	9%	11%

POST RECEIVERSHIP					
Week 36	9/1-9/7	-27%	34%	-13%	16%
Week 37	9/8-9/14	-15%	17%	-7%	-4%
Week 38	9/15-9/21	42%	1%	30%	0%
Week 39	9/22-9/28	21%	40%	26%	41%
Week 40	9/29-10/5	-53%	7%	-40%	-4%
Week 41	10/6-10/12	-40%	-15%	-33%	-20%
Week 42	10/13-10/19	17%	161%	56%	30%
Week 43	10/20-10/26	-37%	-16%	-31%	-19%
Week 44	10/27-11/2	-56%	-35%	-51%	-35%
Week 45	11/3-11/9	-36%	1%	-28%	-19%
Week 46	11/10-11/16	-40%	-20%	-34%	-6%
Week 47	11/17-11/23	-9%	-14%	-11%	-7%
Week 48	11/24-11/30	152%	-23%	112%	-30%
Week 49	12/1-12/7	5%	-26%	-2%	-33%
Week 50	12/8-12/14	16%	-34%	3%	-37%
Week 51	12/15-12/21	-15%	-32%	-19%	-38%
Week 52	12/22-12/28	-34%	-37%	-35%	-38%
Week 1	12/30-1/4	-16%	-14%	5%	-16%
Week 2	1/5-1/11	17%	47%	-90%	-1%
Week 3	1/12-1/18	-46%	176%	-87%	-23%
Week 4	1/19-1/25	-90%	-90%	-58%	-89%

Week 5	1/26-2/1	-88%	-85%	-49%	-85%
Week 6	2/2-2/8	-57%	-59%	-58%	-67%
Week 7	2/9-2/15	-58%	-29%	-40%	-22%
POST-RECEIVERSHIP		-19%	-2%	-20%	-22%

EXHIBIT H

Thome Holdings, Inc.

I am pleased to provide my educated opinion on the current state of the bulk distilled spirits market. I have been trading bulk distilled spirits since my involvement with J.B. Thome & Co., Inc. starting in 1993. The company was founded in 1977 making it the oldest and largest volume bulk distilled reseller in the world since that time. We have been in the business of reselling all types of bulk distilled spirits on a global basis but have been most concentrated in the American whiskey market for the past 15 years. For that period, I am continuously being asked to opine on bulk distilled spirits values by banks and other financial institutions.

The American bulk whiskey market has seen a great deal of fluctuations in the last fifteen years. Back in 2010, there were very few bulk whiskey suppliers in the United States in all states, including Kentucky. However, demand for bulk American whiskey was starting to increase and many craft distillers began to emerge, and contract distillers were not far behind that. From 2010 to 2020, bulk American whiskey values increased tremendously with four-year-old Kentucky bourbon moving from about \$1,000 per barrel near \$4,000 per barrel, for example. With the emergence of Covid, prices remained at a very high level due to increased demand. Larger contract distillers began to spring up everywhere, especially in Kentucky, but we did not see any reduction in value until about mid-year, 2023 when supply finally caught up with demand. Since the beginning of 2024, we have been in an increasing over supply of American whiskey. There have been many reasons for this, and unfortunately, they have all happened nearly concurrently in a perfect storm of events. In no particular order, they include:

1. Oversupply of product
2. Domestic demand decreases of current drinkers
3. Artificial bubble demand of Covid-19 bursting
4. Younger drinkers are less likely to drink as a percentage of their earlier counterparts
5. Legalization of THC products in many states competing with alcohol
6. Foreign tariffs hindering global sales

However, it is my expert opinion based on my long-time experience that we are at the low point of the cycle. With values and demand decreasing to current levels, it is no longer profitable for most distillers to continue production, so many distilleries, large and small, have either made significant cuts in production, or have exited the marketplace entirely. Going forward, this will stabilize the marketplace, and prices will begin to rise in the next year or so. Also, many studies that include Gen-Z data not drinking as much as previous

generations are skewed as nearly half of them are not even drinking age. As to the Covid-19 bubble, many people spent those years filling up their home bars and are just now showing signs of replenishing them now.

On a more detailed look, I am seeing the demand for non-Kentucky bourbon and whiskey being more resilient. They have not decreased in value on an aged level or new make whiskey. This is true of local whiskies in any given market or Tennessee whiskey on a global basis. Tennessee whiskey is a different classification than Kentucky Bourbon, and has much less of an over supply issue as there are so few contract distillers in Tennessee.

To sum up, while I acknowledge the challenges in the American whiskey bulk market, I do see light at the end of the tunnel, and expect a vibrant future for the category in the foreseeable future. The attached price list provided by Independent Spirits Sourcing does provide a reasonably accurate guideline for averages of current market prices for various bulk distilled spirits. It does not reflect spot "distress sale" pricing.

Respectfully submitted on February 7, 2026,

Terry N. Thome

President, J.B. Thome & Co., Inc (Ret.)

A handwritten signature in black ink, appearing to read 'Terry N. Thome', with a stylized, cursive script.

Independent Spirits Sourcing

Code	Origination	Year	Spirit Category	Mash Bill	Container / Volume	Last Fill Date	Price	MOQ
Bourbon								
1	Tennessee	2009	Bourbon	84C/8R/8MB	53 Original Gallon Barrel	11/23/2009	\$ 5,900.00	1
2	Kentucky	2014	Bourbon	78C/13R/9MB	53 Original Gallon Barrel	9/10/2014	\$ 4,800.00	4
3	Kentucky	2014	Bourbon	78C/13R/9MB	53 Original Gallon Barrel	8/22/2014	\$ 5,200.00	4
4	Kentucky	2014	Bourbon	78C/13R/9MB	53 Original Gallon Barrel	8/28/2014	\$ 5,200.00	4
5	Indiana	2016	Bourbon	35% Rye	53 Original Gallon Barrel	11/1/2016	\$ 2,900.00	4
6	Kentucky	2017	Bourbon	KYB/78/13/9	53 Original Gallon Barrel	2017	\$ 3,000.00	4
7	Kentucky	2017	Bourbon	KYB/78/13/9	53 Original Gallon Barrel	2017	\$ 3,000.00	4
8	Kentucky	2017	Bourbon	75/15/10 Castle and Key 107 Proof Entry	53 Original Gallon Barrel	Mar-17	\$ 2,600.00	4
9	Texas	2018	Bourbon	75C/21R/4MB 120 Proof	53 Original Gallon Barrel	2018 (G-L)	\$ 2,475.00	4
10	Kentucky	2018	Bourbon	78C/13R/9MB	53 Original Gallon Barrel	10/31/2018	\$ 3,300.00	4
11	Kentucky	2018	Bourbon	70C/21R/9MB Green River	53 Original Gallon Barrel	6/7/2018	\$ 3,300.00	4
12	Kentucky	2018	Bourbon	70C/21R/9MB Green River	53 Original Gallon Barrel	10/2/2018	\$ 3,300.00	4
13	Kentucky	2018	Bourbon	70C/21R/9MB Green River	53 Original Gallon Barrel	11/6/2018	\$ 3,300.00	4
14	Kentucky	2018	Bourbon	KYB/70/20/10 BBC	53 Original Gallon Barrel	2018	\$ 2,850.00	4
15	Kentucky	2018	Bourbon	KYB/70/25/5 Green River	53 Original Gallon Barrel	2018	\$ 2,850.00	4
16	Kentucky	2018	Bourbon	KYB/70/25/5 Green River	53 Original Gallon Barrel	2018	\$ 2,850.00	4
17	Kentucky	2018	Bourbon	KYB/70/25/5 Green River	53 Original Gallon Barrel	2018	\$ 2,850.00	4
18	Kentucky	2018	Bourbon	KYB/78/13/9	53 Original Gallon Barrel	2018	\$ 2,750.00	4
19	Kentucky	2018	Bourbon	KYB/78/13/9	53 Original Gallon Barrel	2018	\$ 2,750.00	4
20	Texas	2019	Bourbon	75C/21R/4MB 120 Proof	53 Original Gallon Barrel	2019 (A-F)	\$ 2,350.00	4
21	Texas	2019	Bourbon	75C/21R/4MB 120 Proof	53 Original Gallon Barrel	2019 (G-L)	\$ 2,150.00	4
22	Indiana	2019	Bourbon	75C/21R/4MB	53 Original Gallon Barrel	5/21/2019	\$ 3,300.00	4
23	Indiana	2019	Bourbon	75C/21R/4MB	53 Original Gallon Barrel	5/23/2019	\$ 3,300.00	4
24	Kentucky	2019	Bourbon	KYB/78/13/9	53 Original Gallon Barrel	2019	\$ 2,550.00	4
25	Kentucky	2019	Bourbon	KYB/78/13/9	53 Original Gallon Barrel	2019	\$ 2,550.00	4
26	Kentucky	2019	Bourbon	KYB/78/13/9	53 Original Gallon Barrel	2019	\$ 2,550.00	4
27	Indiana	2019	Bourbon	75C/21R/4MB	53 Original Gallon Barrel	May-19	\$ 2,450.00	4
28	Indiana	2019	Bourbon	75C/21R/4MB	53 Original Gallon Barrel	Sep-19	\$ 2,450.00	4
29	Texas	2020	Bourbon	75C/21R/4MB 120 Proof	53 Original Gallon Barrel	2020 (G-L)	\$ 1,800.00	4
30	Kentucky	2020	Bourbon	75/21/4 Jefferson's WT	53 Original Gallon Barrel	Sep-20	\$ 2,500.00	4
31	Kentucky	2020	Bourbon	70C/21R/9MB Green River	53 Original Gallon Barrel	1/22/2020	\$ 2,300.00	4
32	Indiana	2020	Bourbon	60C/36R/4MB	53 Original Gallon Barrel	4/1/2020	\$ 2,700.00	4
33	Indiana	6 YO	Bourbon	75/21/4	53 Original Gallon Barrel	6 YO	\$ 1,800.00	4
34	Indiana	5 YO	Bourbon	75/21/4	53 Original Gallon Barrel	5 YO	\$ 1,400.00	4
35	Kentucky	2020	Bourbon	KYB/72/18/10	53 Original Gallon Barrel	2020	\$ 2,000.00	4
36	Indiana	2021	Bourbon	75/21/4	53 Original Gallon Barrel	10/6/2021	\$ 875.00	4

37	Indiana	2021	Bourbon	75/21/4	53 Original Gallon Barrel	10/6/2021	\$ 775.00	100
38	Indiana	2021	Bourbon	75/21/4	53 Original Gallon Barrel	6/1/2021	\$ 2,000.00	4
39	Indiana	2021	Bourbon	75/21/4	53 Original Gallon Barrel	Oct-21	\$ 1,400.00	4
40	Indiana	2021	Bourbon	99% Corn	53 Original Gallon Barrel	4 YO	\$ 1,050.00	4
41	Texas	2021	Bourbon	75C/21R/4MB 115 Proof	53 Original Gallon Barrel	2021 (A-F)	\$ 1,625.00	4
42	Texas	2021	Bourbon	75C/21R/4MB 115 Proof	53 Original Gallon Barrel	2021 (G-L)	\$ 1,500.00	4
43	Kentucky	2021	Bourbon	60/36/4 Jeffersons HRB Bourbon	53 Original Gallon Barrel	May-21	\$ 2,400.00	4
44	Kentucky	2021	Bourbon	KYB/75/21/4 - 125 Entry Proof	53 Original Gallon Barrel	2021 (B-E)	\$ 1,750.00	4
45	Kentucky	2021	Bourbon	KYB/72/18/10	53 Original Gallon Barrel	2021	\$ 1,750.00	4
46	Texas	2022	Bourbon	75C/21R/4MB 115 Proof	53 Original Gallon Barrel	2022 (A-F)	\$ 1,425.00	4
47	Texas	2022	Bourbon	75C/21R/4MB 115 Proof	53 Original Gallon Barrel	2022 (G-L)	\$ 1,375.00	4
48	Texas	2022	Bourbon	99C/1MB	53 Original Gallon Barrel	2022 (G-L)	\$ 1,375.00	4
49	Kentucky	2022	Bourbon	KYB/72/18/10	53 Original Gallon Barrel	2022	\$ 1,550.00	4
50	Kentucky	2022	Bourbon	KYB/72/18/10	53 Original Gallon Barrel	2022	\$ 1,550.00	4
51	Indiana	2022	Bourbon	75/21/4	53 Original Gallon Barrel	Jan-22	\$ 1,200.00	4
52	Indiana	2022	Bourbon	60/36/4	53 Original Gallon Barrel	March 8 2022	\$ 2,200.00	4
53	Indiana	2022	Bourbon	60/36/4	53 Original Gallon Barrel	May 30 2022	\$ 2,200.00	4
54	Indiana	2022	Bourbon	75C/21R/4MB	53 Original Gallon Barrel	Jul-22	\$ 1,850.00	4
55	Kentucky	2022	Bourbon	78/31/9 - Preservation	53 Original Gallon Barrel	Feb-22	\$ 1,250.00	4
56	Kentucky	2022	Bourbon	70/21/9 - BBC	53 Original Gallon Barrel	Mar-22	\$ 1,300.00	4
57	Kentucky	2022	Bourbon	70/21/9 GR	53 Original Gallon Barrel	Feb-22	\$ 1,000.00	4
58	Texas	2023	Bourbon	75C/21R/4MB 115 Proof	53 Original Gallon Barrel	2023 (A-F)	\$ 1,325.00	4
59	Texas	2023	Bourbon	75C/21R/4MB 115 Proof	53 Original Gallon Barrel	2023 (G-L)	\$ 1,300.00	4
60	Texas	2023	Bourbon	60C/36R/4MB 115 Proof	53 Original Gallon Barrel	2023 (G-L)	\$ 1,325.00	4
61	Indiana	2023	Bourbon	60/36/4	53 Original Gallon Barrel	Jan 10 2023	\$ 1,950.00	8
62	Indiana	2023	Bourbon	75/21/4	53 Original Gallon Barrel	Jul-23	\$ 1,150.00	4
63	Indiana	2023	Bourbon	75/21/4	53 Original Gallon Barrel	Nov 7 2023	\$ 1,750.00	4
64	Indiana	2023	Bourbon	75/21/4	53 Original Gallon Barrel	Dec 16 2023	\$ 1,750.00	4
65	Kentucky	2023	Bourbon	KYB/72/18/10	53 Original Gallon Barrel	2023	\$ 1,250.00	4
66	Kentucky	2023	Bourbon	KYB/76/15/9	53 Original Gallon Barrel	2023	\$ 1,250.00	4
67	Kentucky	2023	Bourbon	KYB/72/18/10	53 Original Gallon Barrel	2023	\$ 1,250.00	4
68	Kentucky	2023	Bourbon	KYB/75/21/4	53 Original Gallon Barrel	2023	\$ 1,250.00	4
69	Kentucky	2023	Bourbon	KYB/75/21/4	53 Original Gallon Barrel	2023	\$ 1,250.00	4
70	Kentucky	2023	Bourbon	KYB/76/15/9	53 Original Gallon Barrel	2023	\$ 1,250.00	4
71	Kentucky	2023	Bourbon	75C/21R/4MB GR	53 Original Gallon Barrel	May-23	\$ 1,450.00	4
72	Kentucky	2023	Bourbon	70/21/9 GR	53 Original Gallon Barrel	2023 c & H	\$ 900.00	4
73	Kentucky	2024	Bourbon	70/21/9 GR	53 Original Gallon Barrel	2024	\$ 800.00	4
74	Texas	2024	Bourbon	75C/21R/4MB 115 Proof	53 Original Gallon Barrel	2024 (A-F)	\$ 1,150.00	4
75	Texas	2024	Bourbon	75C/21R/4MB 115 Proof	53 Original Gallon Barrel	2024 (G-L)	\$ 1,100.00	4
76	Texas	2024	Bourbon	78C/22MB 115 Proof	53 Original Gallon Barrel	2024 (G-L)	\$ 1,100.00	4

77	Texas	2024	Bourbin	99C/1MB 120 Proof	53 Original Gallon Barrel	2024 (A-F)	\$ 1,175.00	4
78	Texas	2024	Bourbin	99C/1MB 120 Proof	53 Original Gallon Barrel	2024 (G-L)	\$ 1,150.00	4
79	Kentucky	2024	Bourbon	KYB/76/15/9	53 Original Gallon Barrel	2024	\$ 1,000.00	4
80	Kentucky	2024	Bourbon	KYB/70/10/10/10 (4 Grain SMC)	53 Original Gallon Barrel	2024	\$ 1,000.00	4
81	Kentucky	2024	Bourbon	KYB/70/21/9	53 Original Gallon Barrel	2024	\$ 1,000.00	4
82	Kentucky	2024	Bourbon	KYB/70/21/9 Green River	53 Original Gallon Barrel	2024	\$ 1,000.00	4
83	Kentucky	2024	Bourbon	KYB/75/21/4	53 Original Gallon Barrel	2024	\$ 1,000.00	4
84	Kentucky	2024	Bourbon	KYB/76/15/9	53 Original Gallon Barrel	2024	\$ 1,000.00	4
85	Texas	2025	Bourbon	75C/21R/4MB 115 Proof	53 Original Gallon Barrel	2025 (A-F)	\$ 950.00	4
86	Texas	2025	Bourbin	99C/1MB 115 Proof	53 Original Gallon Barrel	2025 (A-F)	\$ 950.00	4
87	Kentucky	2025	Bourbon	70/21/9 - Call for opportunity	53 Original Gallon Barrel	3 - 9 mos Old	Call for \$	100
88	Indiana	2024	Bourbon	99% Corn 5 barrel tote	Tote	1.4 YO	\$ 4,600.00	1
89	Kentucky	2025	Bourbon	KYB/70/10/10/10 (4 Grain SMC)	53 Original Gallon Barrel	L2024/2025	\$ 950.00	4
90	Kentucky	New Fill	Bourbon	70/21/9 Custom Mash Bills Avail	53 Original Gallon Barrel	New Fill	\$ 700.00	4
91	Kentucky	8 YO	Bourbon	8 YR Heaven Hill Distilled 75/15/10 115 Proof	Tote	8 YO	\$ 24,500.00	1
92	Kentucky	8 Year Old	Bourbon	75/21/4	Tote	8 YO	\$ 26,000.00	1
Canadian Whiskey								
93	Canada	1994	Canadian Whiskey	97C/2.7R/0.3M	53 Original Gallon Barrel	10/2/1994	\$ 4,600.00	4
94	Canada	1996	Canadian Whiskey	97C/2.7R/0.3M	53 Original Gallon Barrel	1/20/1996	\$ 4,400.00	4
95	Canada	1998	Canadian Whiskey	97C/2.7R/0.3M	53 Original Gallon Barrel	12/1/1998	\$ 4,200.00	4
96	Canada	2000	Canadian Whiskey	97C/2.7R/0.3M	53 Original Gallon Barrel	12/20/2000	\$ 3,350.00	4
97	Canada	2002	Canadian Whiskey	97C/2.7R/0.3M	53 Original Gallon Barrel	1/5/2002	\$ 3,300.00	4
98	Canada	2002	Canadian Whiskey	97C/2.7R/0.3M	53 Original Gallon Barrel	1/28/2002	\$ 3,300.00	4
99	Canada	2003	Canadian Whiskey	97C/2.7R/0.3M	53 Original Gallon Barrel	1/23/2003	\$ 3,300.00	4
100	Canada	2003	Canadian Whiskey	97C/2.7R/0.3M	53 Original Gallon Barrel	3/1/2003	\$ 3,300.00	4
101	Canada	2003	Canadian Whiskey	97C/2.7R/0.3M	53 Original Gallon Barrel	12/30/2003	\$ 3,300.00	4
102	Canada	2014	Canadian Whiskey	Aged in Bourbon Barrel 125 Proof	53 Original Gallon Barrel	7/7/1905	\$ 2,650.00	4
103	Canada	2023	Canadian Whiskey	97C/2.7R/0.3M	53 Original Gallon Barrel	5/3/2023	\$ 1,750.00	4
104	Canada	2023	Canadian Whiskey	97C/2.7R/0.3M	53 Original Gallon Barrel	2/14/2023	\$ 1,200.00	4
105	Canada	2023	Canadian Whiskey	97C/2.7R/0.3M	53 Original Gallon Barrel	2/21/2023	\$ 1,200.00	4
106	Canada	2023	Canadian Whiskey	97C/2.7R/0.3M	53 Original Gallon Barrel	8/14/2023	\$ 1,050.00	4
Light Whiskey								
107	Indiana	2015	Light Whiskey	99C/1MB	53 Original Gallon Barrel	4/10/2015	\$ 1,850.00	4
108	Indiana	2015	Light Whiskey	99C/1MB	53 Original Gallon Barrel	11/23/2015	\$ 1,850.00	4
109	Indiana	2016	Light Whiskey	99C/1MB	53 Original Gallon Barrel	11/1/2016	\$ 1,800.00	3
110	Indiana	2016	Light Whiskey	99C/1MB	53 Original Gallon Barrel	3/24/2016	\$ 1,850.00	4
111	Indiana	2016	Light Whiskey	99C/1MB	53 Original Gallon Barrel	3/30/2016	\$ 1,850.00	4
112	Indiana	2016	Light Whiskey	99C/1MB	53 Original Gallon Barrel	7/13/2016	\$ 1,850.00	4
113	Indiana	2016	Light Whiskey	99C/1MB	53 Original Gallon Barrel	7/13/2016	\$ 1,820.00	4
114	Indiana	2016	Light Whiskey	99C/1MB	53 Original Gallon Barrel	7/21/2016	\$ 1,850.00	4

115	Indiana	2016	Light Whiskey	99C/1MB	53 Original Gallon Barrel	8/8/2016	\$ 1,850.00	4
116	Indiana	2016	Light Whiskey	99C/1MB	53 Original Gallon Barrel	11/29/2016	\$ 1,850.00	4
117	Indiana	2016	Light Whiskey	99C/1MB	53 Original Gallon Barrel	11/30/2016	\$ 1,850.00	4
118	Indiana	2008	Light Whiskey	LW/99/0/1 140 Entry Proof	53 Original Gallon Barrel	2008	\$ 3,650.00	4
119	Indiana	2008	Light Whiskey	LW/99/0/1	53 Original Gallon Barrel	2008	\$ 3,650.00	4
120	Indiana	2016	Light Whiskey	LW/99/0/1	53 Original Gallon Barrel	2016	\$ 2,100.00	4
121	Indiana	2016	Light Whiskey	LW/99/0/1	53 Original Gallon Barrel	2016	\$ 2,100.00	4
122	Indiana	2017	Light Whiskey	LW/99/0/1	53 Original Gallon Barrel	2017	\$ 1,900.00	4
123	Indiana	2018	Light Whiskey	LW/99/0/1	53 Original Gallon Barrel	2018	\$ 1,700.00	4
124	Indiana	5 YO	Light Whiskey	LW 99/0/01	Tote 189.5 Proof	5 YO	\$ 4,000.00	1
125	Indiana	4 YO	Light Whiskey	LW/99/0/1	Tote 189.5 Proof	4 YO	\$ 3,540.00	1
Rye Whiskey								
126	Indiana	2015	Rye Whiskey	RYE/0/95/5	53 Original Gallon Barrel	2015	\$ 3,000.00	4
127	Tennessee	2015	Rye Whiskey	RYE/45/51/4	53 Original Gallon Barrel	2015	\$ 3,000.00	4
128	Indiana	2016	Rye Whiskey	95/5 120 Proof (texas aged)	53 Gallon Barrel	2016	\$ 2,850.00	4
129	Indiana	2016	Rye Whiskey	51R/45C/4MB	53 Original Gallon Barrel	9/20/2016	\$ 3,500.00	4
130	Indiana	2016	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	5/19/2016	\$ 3,500.00	4
131	Indiana	2016	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	6/2/2016	\$ 3,500.00	4
132	Indiana	2016	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	6/18/2016	\$ 3,500.00	4
133	Indiana	2016	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	6/18/2016	\$ 3,500.00	4
134	Indiana	2016	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	7/1/2016	\$ 3,500.00	4
135	Indiana	2016	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	11/9/2016	\$ 3,500.00	4
136	Indiana	2016	Rye Whiskey	RYE/0/95/5	53 Original Gallon Barrel	2016	\$ 2,850.00	4
137	Kentucky	2017	Rye Whiskey	20/60/20 Castle and Key 107 Entry Proof	53 Original Gallon Barrel	Mar-17	\$ 3,200.00	4
138	Indiana	2017	Rye Whiskey	51R/45C/4MB	53 Original Gallon Barrel	5/15/2017	\$ 3,450.00	4
139	Indiana	2017	Rye Whiskey	51R/45C/4MB	53 Original Gallon Barrel	5/15/2017	\$ 3,450.00	4
140	Indiana	2017	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	1/6/2017	\$ 3,500.00	4
141	Indiana	2017	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	1/16/2017	\$ 3,500.00	4
142	Indiana	2017	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	1/30/2017	\$ 3,500.00	4
143	Indiana	2017	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	2/14/2017	\$ 3,500.00	4
144	Indiana	2017	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	2/25/2017	\$ 3,500.00	4
145	Indiana	2017	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	5/22/2017	\$ 3,500.00	4
146	Indiana	2017	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	6/19/2017	\$ 3,150.00	4
147	Indiana	2017	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	6/19/2017	\$ 3,150.00	4
148	Indiana	2017	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	9/4/2017	\$ 3,150.00	4
149	Indiana	2017	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	9/5/2017	\$ 3,150.00	4
150	Indiana	2017	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	10/7/2017	\$ 3,150.00	4
151	Indiana	2017	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	10/9/2017	\$ 3,150.00	4
152	Indiana	2017	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	10/19/2017	\$ 3,150.00	4
153	Indiana	2017	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	11/1/2017	\$ 3,150.00	4

154	Tennessee	2017	Rye Whiskey	100% Rye	53 Original Gallon Barrel	8/21/2017	\$ 3,500.00	4
155	New York	2017	Rye Whiskey	RYE/0/100/0	53 Original Gallon Barrel	2017	\$ 2,450.00	4
156	New York	2017	Rye Whiskey	RYE/0/100/0	53 Original Gallon Barrel	2017	\$ 2,450.00	4
157	New York	2017	Rye Whiskey	RYE/0/100/0	53 Original Gallon Barrel	2017	\$ 2,450.00	4
158	Texas	2018	Rye Whiskey	95/5 120 Proof	53 Original Gallon Barrel	2018 (G-L)	\$ 2,750.00	4
159	Indiana	2018	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	6/25/2018	\$ 2,800.00	4
160	Indiana	2018	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	10/16/2018	\$ 2,800.00	4
161	Indiana	2018	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	10/17/2018	\$ 2,800.00	4
162	Indiana	2018	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	12/6/2018	\$ 2,800.00	4
163	Indiana	2018	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	12/12/2018	\$ 2,800.00	4
164	Indiana	2018	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	12/12/2018	\$ 2,800.00	4
165	Indiana	2018	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	12/27/2018	\$ 2,800.00	4
166	Indiana	2018	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	12/31/2018	\$ 2,800.00	4
167	New York	2018	Rye Whiskey	RYE/0/100/0	53 Original Gallon Barrel	2018	\$ 2,250.00	4
168	New York	2018	Rye Whiskey	RYE/0/100/0	53 Original Gallon Barrel	2018	\$ 2,250.00	4
169	Indiana	2018	Rye Whiskey	RYE/45/51/4	53 Original Gallon Barrel	2018	\$ 2,250.00	4
170	Texas	2019	Rye Whiskey	95/5 120 Proof	53 Original Gallon Barrel	2019 (G-L)	\$ 2,575.00	4
171	Indiana	2019	Rye Whiskey	51R/45C/4MB	53 Original Gallon Barrel	9/2/2019	\$ 2,400.00	4
172	Indiana	2019	Rye Whiskey	51R/45C/4MB	53 Original Gallon Barrel	9/3/2019	\$ 2,400.00	4
173	Indiana	2019	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	5/9/2019	\$ 2,800.00	4
174	Indiana	2019	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	11/23/2019	\$ 2,300.00	4
175	Indiana	2019	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	12/10/2019	\$ 2,300.00	4
176	New York	2019	Rye Whiskey	RYE/0/100/0	53 Original Gallon Barrel	2019	\$ 2,150.00	4
177	Tennessee	5 Year Old	Rye Whiskey	Rye 95/5	53 Original Gallon Barrel	5 Year Old	\$ 1,550.00	
178	Kentucky	2020	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	Aug-20	\$ 1,200.00	4
179	Indiana	2020	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	5/1/2020	\$ 2,300.00	4
180	Indiana	2020	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	10/1/2020	\$ 1,900.00	4
181	Texas	2020	Rye Whiskey	95/5 120 Proof	53 Original Gallon Barrel	2020 (A-F)	\$ 2,250.00	4
182	Texas	2020	Rye Whiskey	95/5 120 Proof	53 Original Gallon Barrel	2020 (G-L)	\$ 2,200.00	4
183	Texas	2020	Rye Whiskey	95/5 120 Proof	53 Original Gallon Barrel	2021 (A-F)	\$ 2,025.00	4
184	Texas	2020	Rye Whiskey	95/5 120 Proof	53 Original Gallon Barrel	2021 (G-L)	\$ 1,875.00	4
185	Kentucky	2020	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	2020H	\$ 1,200.00	4
186	Kentucky	2020	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	2020K	\$ 1,200.00	4
187	Kentucky	2021	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	2021 B	\$ 1,200.00	4
188	Kentucky	2021	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	2021 F	\$ 1,200.00	4
189	Kentucky	2021	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	2021 I	\$ 1,200.00	4
190	Kentucky	2021	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	2021 L	\$ 1,200.00	4
191	Kentucky	2021	Rye Whiskey	95/5 GR	53 Original Gallon Barrel	Mar-21	\$ 2,050.00	4
192	Kentucky	2021	Rye Whiskey	95/5 GR	53 Original Gallon Barrel	Jun-21	\$ 2,050.00	4
193	Texas	2022	Rye Whiskey	95/5 120 Proof	53 Original Gallon Barrel	2022 (A-F)	\$ 1,825.00	4

194	Texas	2022	Rye Whiskey	95/5 120 Proof	53 Original Gallon Barrel	2022 (G-L)	\$ 1,775.00	4
195	Kentucky	2022	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	2022 C	\$ 1,200.00	4
196	Indiana	2022	Rye Whiskey	95R/5MB	53 Original Gallon Barrel	2/16/2022	\$ 2,650.00	4
197	Kentucky	2022	Rye Whiskey	95/5 GR	53 Original Gallon Barrel	Mar-22	\$ 1,900.00	4
198	Kentucky	2022	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	2022E	\$ 1,200.00	4
199	Kentucky	2022	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	2022H	\$ 1,200.00	4
200	Kentucky	2022	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	2022I	\$ 1,200.00	4
201	New York	2022	Rye Whiskey	RYE/0/100/0	53 Original Gallon Barrel	2022	\$ 1,100.00	4
202	Kentucky	2023	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	2023 C	\$ 1,200.00	4
203	Kentucky	2023	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	2023 H	\$ 1,200.00	4
204	Indiana	2023	Rye Whiskey	95R/5MB rebarelled Aug 2023 (New Barrel)	53 Original Gallon Barrel	2023 K	\$ 1,750.00	4
205	New York	2023	Rye Whiskey	RYE/0/100/0	53 Original Gallon Barrel	2023	\$ 1,000.00	4
206	Kentucky	2023	Rye Whiskey	Rye 95/5	53 Original Gallon Barrel	Mar-23	\$ 1,050.00	4
207	Texas	2023	Rye Whiskey	95/5 120 Proof	53 Original Gallon Barrel	2023 (A-F)	\$ 1,720.00	4
208	Texas	2024	Rye Whiskey	95/5 120 Proof	53 Original Gallon Barrel	2024 (A-F)	\$ 1,350.00	4
209	Texas	2024	Rye Whiskey	95/5 120 Proof	53 Original Gallon Barrel	2024 (G-L)	\$ 1,250.00	4
210	Kentucky	2024	Rye Whiskey	RYE/0/95/5	53 Original Gallon Barrel	2024	\$ 1,000.00	4
211	Kentucky	2024	Rye Whiskey	RYE/0/95/5	53 Original Gallon Barrel	2024	\$ 1,000.00	4
212	Kentucky	2024	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	2024 H	\$ 1,100.00	4
213	Kentucky	2024	Rye Whiskey	90R/5MB/5W BBC	53 Original Gallon Barrel	2024 J	\$ 1,100.00	4
214	Kentucky	2024	Rye Whiskey	RYE/25/65/10	53 Original Gallon Barrel	2024	\$ 1,000.00	4
215	Texas	2025	Rye Whiskey	95/5 120 Proof	53 Original Gallon Barrel	2025 (A-F)	\$ 1,150.00	4
216	Kentucky	2025	Rye Whiskey	RYE/20/60/10	53 Original Gallon Barrel	L2024/2025	\$ 800.00	4
217	Kentucky	2025	Rye Whiskey	RYE/25/65/10	53 Original Gallon Barrel	L2024/2025	\$ 800.00	4
Single Malt								
218	Indiana	2020	Single Malt	0/0/100 single Malt	53 Original Gallon Barrel	Jun-20	\$ 1,200.00	1
219	Texas	2021	Single Malt	100% Malted Barley 120 Proof	53 Original Gallon Barrel	2021 (A-F)	\$ 2,100.00	4
220	Texas	2021	Single Malt	100% Malted Barley 115 Proof	53 Original Gallon Barrel	2021 (G-L)	\$ 2,100.00	4
221	Texas	2022	Single Malt	100% Malted Barley 115 Proof	53 Original Gallon Barrel	2022 (A-F)	\$ 1,900.00	4
222	Texas	2022	Single Malt	100% Malted Barley 115 Proof	53 Original Gallon Barrel	2022 (A-F)	\$ 1,850.00	4
223	Texas	2023	Single Malt	100% Malted Barley 115 Proof	53 Original Gallon Barrel	2023 (A-F)	\$ 1,800.00	4
224	Kentucky	2023	Single Malt	0/0/100 Single Malt	53 Original Gallon Barrel	2023	\$ 1,250.00	4
225	Kentucky	2023	Single Malt	0/0/100 Straight	53 Original Gallon Barrel	2023	\$ 1,250.00	4
226	Kentucky	2024	Single Malt	0/0/100 Straight	53 Original Gallon Barrel	2024	\$ 1,000.00	4
227	Texas	2025	Single Malt	100% Malted Barley 115 Proof	53 Original Gallon Barrel	2025	\$ 1,250.00	4
228	Kentucky	2025	Single Malt	0/0/100 Single Malt	53 Original Gallon Barrel	L2024/2025	\$ 800.00	4
Tennessee Bourbon Whiskey								
229	Tennessee	2005	Tennessee Bourbon	TNB/84/8/8	53 Original Gallon Barrel	2005	\$ 5,800.00	4
230	Tennessee	2005	Tennessee Bourbon	TNB/84/8/8	53 Original Gallon Barrel	2005	\$ 5,700.00	12
231	Tennessee	2005	Tennessee Bourbon	TNB84/8/8	Bulk Tank or Tote Per PG	2005	\$ 260.00	Total

232	Tennessee	2018	Tennessee Bourbon	TNB/70/22/8	53 Original Gallon Barrel	2018	\$ 2,200.00	4
233	Tennessee	2018	Tennessee Bourbon	TNW/77/15/8	53 Original Gallon Barrel	2018	\$ 2,200.00	4
234	Tennessee	2018	Tennessee Bourbon	TNW/77/15/8	53 Original Gallon Barrel	2018	\$ 2,200.00	4
235	Tennessee	2019	Tennessee Bourbon	TNB/70/22/8	53 Original Gallon Barrel	2019	\$ 2,150.00	4
236	Tennessee	2019	Tennessee Bourbon	TNB/70/22/8	53 Original Gallon Barrel	2019	\$ 2,150.00	4
237	Tennessee	2019	Tennessee Bourbon	TNW/77/15/8	53 Original Gallon Barrel	2019	\$ 2,150.00	4
238	Tennessee	2019	Tennessee Bourbon	TNW/77/15/8	53 Original Gallon Barrel	2019	\$ 2,150.00	4
239	Tennessee	5 YO	Tennessee Bourbon	80/10/10 (Sour Mash)	53 Original Gallon Barrel	5 YO	\$ 1,550.00	6
240	Tennessee	4YO	Tennessee Bourbon	80/10/10 (Sour Mash)	53 Original Gallon Barrel	4 YO	\$ 1,400.00	6
241	Tennessee	2YO	Tennessee Bourbon	80/10/10 (Sour Mash)	53 Original Gallon Barrel	2 YO	\$ 1,050.00	6
242	Tennessee	2020	Tennessee Bourbon	TNWHEAT/70/0/16/14	53 Original Gallon Barrel	2020	\$ 2,000.00	4
243	Tennessee	2021	Tennessee Bourbon	80/10/10	53 Original Gallon Barrel	Apr-21	\$ 1,800.00	4
244	Tennessee	2022	Tennessee Bourbon	TNB/70/22/8	53 Original Gallon Barrel	2022	\$ 1,100.00	4
245	Tennessee	2022	Tennessee Bourbon	TNW/77/15/8	53 Original Gallon Barrel	2022	\$ 1,100.00	4
246	Tennessee	2022	Tennessee Bourbon	80/10/10	53 Original Gallon Barrel	Aug-22	\$ 1,125.00	4
247	Tennessee	2022	Tennessee Bourbon	80/10/10	53 Original Gallon Barrel	Sept. 2022	\$ 1,125.00	4
248	Tennessee	2022	Tennessee Bourbon	80/10/10	53 Original Gallon Barrel	Oct-22	\$ 1,125.00	4
249	Tennessee	2023	Tennessee Bourbon	80/10/10	53 Original Gallon Barrel	Aug-23	\$ 1,100.00	4
250	Tennessee	2023	Tennessee Bourbon	80/10/10	53 Original Gallon Barrel	Sep-23	\$ 1,100.00	4
251	Tennessee	2023	Tennessee Bourbon	80/10/10	53 Original Gallon Barrel	Oct-23	\$ 1,100.00	4
252	Tennessee	2023	Tennessee Bourbon	80/10/10	53 Original Gallon Barrel	Nov-23	\$ 1,100.00	4
253	Tennessee	2023	Tennessee Bourbon	80/10/10	53 Original Gallon Barrel	Dec-23	\$ 1,100.00	4
Wheated								
254	Indiana	2019	Wheat Whiskey	95W/5MB	53 Original Gallon Barrel	4/12/2019	\$ 2,300.00	4
255	Indiana	2019	Wheat Whiskey	95W/5MB	53 Original Gallon Barrel	4/13/2019	\$ 2,300.00	4
256	Texas	2020	Wheat Bourbon	75C/21W/4MB 120 Proof	53 Original Gallon Barrel	2020 (G-I)	\$ 2,050.00	4
257	Kentucky	2020	Wheat Bourbon	90R/5MB/5W BBC	53 Original Gallon Barrel	2020 J	\$ 1,200.00	4
258	Kentucky	2020	Wheat Bourbon	72C/18R/5W/5MB BBC	53 Original Gallon Barrel	2020 C & F	\$ 1,200.00	4
259	Kentucky	2020	Wheat Bourbon	70C/25W/5MB BBC	53 Original Gallon Barrel	2020H	\$ 1,200.00	4
260	Kentucky	2020	Wheated Bourbon	64/24/12 WT	53 Original Gallon Barrel	2/1/2020	\$ 2,900.00	4
261	Texas	2021	Wheat Bourbon	75C/21W/4MB 120 Proof	53 Original Gallon Barrel	2021 (A-F)	\$ 1,850.00	4
262	Texas	2021	Wheat Bourbon	75C/21W/4MB 120 Proof	53 Original Gallon Barrel	2021 (G-L)	\$ 1,750.00	4
263	Kentucky	2021	Wheated Bourbon	64/24/12 WT	53 Original Gallon Barrel	4/1/2021	\$ 2,550.00	4
264	Kentucky	2021	Wheated Bourbon	64/24/12 WT	53 Original Gallon Barrel	Oct - Nov 2021	\$ 2,450.00	4
265	Kentucky	2021	Wheated Bourbon	72C/18R/5W/5MB BBC	53 Original Gallon Barrel	2021 B	\$ 1,200.00	4
266	Kentucky	2021	Wheated Bourbon	72C/18R/5W/5MB BBC	53 Original Gallon Barrel	2021 F	\$ 1,200.00	4
267	Kentucky	2021	Wheated Bourbon	72C/18R/5W/5MB BBC	53 Original Gallon Barrel	2021 L	\$ 1,200.00	4
268	Kentucky	2021	Wheated Bourbon	51C/44W/5MB BBC	53 Original Gallon Barrel	2021 H	\$ 1,200.00	4
269	Kentucky	2022	Wheated Bourbon	64/24/12 WT	53 Original Gallon Barrel	1/1/2022	\$ 2,400.00	4
270	Kentucky	2022	Wheated Bourbon	64/24/12 WT	53 Original Gallon Barrel	10/1/2022	\$ 2,250.00	4

271	Kentucky	2022	Wheated Bourbon	72C/18R/5W/5MB BBC	53 Original Gallon Barrel	2022C	\$ 1,200.00	4
272	Kentucky	2022	Wheated Bourbon	72C/18R/5W/5MB BBC	53 Original Gallon Barrel	2022E	\$ 1,200.00	4
273	Kentucky	2022	Wheated Bourbon	72C/18R/5W/5MB BBC	53 Original Gallon Barrel	2022I	\$ 1,200.00	4
274	Kentucky	2022	Wheat Bourbon	51C/44W/5MB BBC	53 Original Gallon Barrel	2022 H	\$ 1,200.00	4
275	Texas	2022	Wheat Bourbon	75C/21W/4MB 115 Proof	53 Original Gallon Barrel	2022 (A-F)	\$ 1,700.00	4
276	Texas	2022	Wheat Bourbon	75C/21W/4MB 115 Proof	53 Original Gallon Barrel	2022 (G-L)	\$ 1,625.00	4
277	Kentucky	2023	Wheated Bourbon	72C/18R/5W/5MB BBC	53 Original Gallon Barrel	2023 C	\$ 1,200.00	4
278	Kentucky	2023	Wheat Bourbon	51C/44W/5MB BBC	53 Original Gallon Barrel	2023 H	\$ 1,200.00	4
279	Texas	2023	Wheat Bourbon	75C/21W/4MB 115 Proof	53 Original Gallon Barrel	2023 (A-F)	\$ 1,575.00	4
280	Texas	2024	Wheat Bourbon	75C/21W/4MB 115 Proof	53 Original Gallon Barrel	2024 (A-F)	\$ 1,125.00	4
281	Texas	2024	Wheat Bourbon	75C/21W/4MB 115 Proof	53 Original Gallon Barrel	2024 (G-L)	\$ 1,100.00	4
282	Kentucky	2024	Wheated Bourbon	KYBWHEAT/70/0/21/9	53 Original Gallon Barrel	2024	\$ 1,000.00	4
283	Kentucky	2024	Wheated Bourbon	KYBWHEAT/74/0/18/8	53 Original Gallon Barrel	2024	\$ 1,000.00	4
284	Kentucky	2024	Wheated Bourbon	72C/18R/5W/5MB BBC	53 Original Gallon Barrel	2024 C	\$ 1,200.00	4
285	Kentucky	2024	Wheated Bourbon	72C/18R/5W/5MB BBC	53 Original Gallon Barrel	2024 H	\$ 1,200.00	4
286	Kentucky	2024	Wheated Bourbon	72C/18R/5W/5MB BBC	53 Original Gallon Barrel	2024 J	\$ 1,200.00	4
287	Kentucky	2024	Wheat Bourbon	51C/44W/5MB BBC	53 Original Gallon Barrel	2024 E	\$ 1,200.00	4
288	Texas	2025	Wheat Bourbon	75C/21W/4MB	53 Original Gallon Barrel	2025	\$ 1,000.00	4
Whiskey								
289	Texas	2014	Corn Whiskey	100% Corn 120 Proof	53 Original Gallon Barrel	2014 (A-F)	\$ 3,400.00	4
290	Texas	2015	Corn Whiskey	100% Corn 120 Proof	53 Original Gallon Barrel	2015 (A-F)	\$ 3,100.00	4
291	Indiana	2015	Whiskey	81C/15R/4MB	53 Original Gallon Barrel	5/21/2015	\$ 2,300.00	4
292	Indiana	2015	Whiskey	81C/15R/4MB	53 Original Gallon Barrel	5/21/2015	\$ 2,300.00	4
293	Indiana	2015	Whiskey	81C/15R/4MB	53 Original Gallon Barrel	6/13/2015	\$ 2,300.00	4
294	Indiana	2015	Whiskey	81C/15R/4MB	53 Original Gallon Barrel	6/13/2015	\$ 2,300.00	4
295	Indiana	2023	Whiskey	60C/36R/4MB	53 Original Gallon Barrel	8/30/2023	\$ 2,900.00	4
296	Kentucky	2013	Kentucky Whiskey	99C/1MB	53 Original Gallon Barrel	9/16/2013	\$ 3,500.00	4
297	Indiana	2016	Corn Whiskey	81/15/4	53 Original Gallon Barrel	8/1/2016	\$ 2,200.00	4
298	Texas	2017	Corn Whiskey	100% Corn 120 Proof	53 Original Gallon Barrel	2017 (A-F)	\$ 2,525.00	4
299	Texas	2017	Corn Whiskey	100% Corn 120 Proof	53 Original Gallon Barrel	2017 (G - L)	\$ 2,300.00	4
300	Minnesota	2017	Whiskey	MN70/23/7	53 Original Gallon Barrel	2017	\$ 2,500.00	4
301	Minnesota	2018	Whiskey	MN70/23/7	53 Original Gallon Barrel	2018	\$ 2,200.00	4
302	Texas	2020	Corn Whiskey	100% Corn 120 Proof	53 Original Gallon Barrel	2020 (A-F)	\$ 1,525.00	4
303	Texas	2020	Corn Whiskey	100% Corn 120 Proof	53 Original Gallon Barrel	2020 (G-L)	\$ 1,425.00	4
304	Texas	2021	Corn Whiskey	100% Corn 120 Proof	53 Original Gallon Barrel	2021 (A-F)	\$ 1,350.00	4
305	Texas	2021	Corn Whiskey	100% Corn 120 Proof	53 Original Gallon Barrel	2021 (G-L)	\$ 1,250.00	4
306	Texas	2022	Corn Whiskey	100% Corn 120 Proof	53 Original Gallon Barrel	2022 (G-L)	\$ 1,200.00	4
307	Texas	2023	Corn Whiskey	100% Corn 120 Proof	53 Original Gallon Barrel	2023 (A-F)	\$ 1,170.00	4
308	Texas	2022	Corn Whiskey	99% Corn 1% Malted Barley 115 Proof	53 Original Gallon Barrel	2022 (G-L)	\$ 1,200.00	4
309	Texas	2023	Corn Whiskey	99% Corn 1% Malted Barley 115 Proof	53 Original Gallon Barrel	2023 (A-F)	\$ 1,200.00	4

310	Texas	2023	Corn Whiskey	99% Corn 1% Malted Barley 115 Proof	53 Original Gallon Barrel	2023 (G-L)	\$ 1,150.00	4
311	Texas	2024	Corn Whiskey	99% Corn 1% Malted Barley 115 Proof	53 Original Gallon Barrel	2024 (A-F)	\$ 1,125.00	4
312	Texas	2024	Corn Whiskey	99% Corn 1% Malted Barley 115 Proof	53 Original Gallon Barrel	2024 (G-L)	\$ 1,100.00	4
313	Texas	2025	Corn Whiskey	99% Corn 1% Malted Barley 115 Proof	53 Original Gallon Barrel	2024 (A-F)	\$ 900.00	4
314	Texas	2025	Corn Whiskey	100% Corn 120 Proof	53 Original Gallon Barrel	2025 (A-F)	\$ 900.00	4
315	Indiana	2 YO	Corn Whiskey	99/1 125 to 145 proof	Tote	2 YO	\$ 3,000.00	1
Tequila and Agave								
316	Tequila	Various		Bulk Only Ex- Works Mexico	53 Original Gallon Barrel		Call	Bulk
317	Tequila	Blanco	Ex-Atlanta	CRT Certified 51% Agave 110 Proof	Tote Volume Discounts 3+		\$ 7,700.00	Tote
318	Tequila	Blanco	Ex-Atlanta	CRT Certified 90% Agave 110 Proof	Tote Volume Discounts 3+		\$ 11,500.00	Tote
319	Mezcal	Unaged	Ex-Atlanta	100% Agave 100 Proof	Tote		\$ 13,000.00	Tote
320	Agave 30%	Unaged	Ex-KY	30% Agave 110 Proof	Tote - 264 gallons		\$ 6,750.00	Tote
321	Agave 51%	Unaged	Ex-Ohio	51% Agave 110 Proof	Tote		\$ 7,500.00	Tote
322	Agave 51%	Unaged	Ex-KY	51% Agave 110 Proof	Tote		\$ 7,950.00	Tote
323	Agave 51%	Unaged	Ex-Atlanta	51% Agave 110 Proof	Tote Volume Discounts 3+		\$ 7,100.00	Tote
324	Agave 100%	Unaged	Ex-Atlanta	100% Agave 110 Proof	Tote Volume Discounts 3+		\$ 11,300.00	Tote
325	Agave 100%	Unaged	Ex-Atlanta	100% Agave 110 Proof	200 liter Drum		\$ 2,500.00	Drum
326	Agave 99%	Unaged	Ex-KY	99% Agave	Tote		\$ 11,750.00	Tote
327	Agave Wine	Unaged	Ex-Atlanta	Blanco or Gold	Tote Volume Discounts 3+		\$ 4,650.00	Tote
328	Agave Spirits	Various		Bulk Only Ex- Works Mexico	53 Original Gallon Barrel		Call	Bulk
Rum								
329	Venezuelan	Various	Rum	Bulk Only	Container or ISO		Call	Bulk
330	Texas	2018	Rum	Organic Sugar Rum 120 Proof	Used Barrel	2018	\$ 1,775.00	4
331	Texas	2019	Rum	Organic Sugar Rum 120 Proof	Used Barrel	2019	\$ 1,650.00	4
332	Texas	2020	Rum	Texas Rum 120 Proof	Used Barrel	2020	\$ 1,475.00	4
333	Texas	2023	Rum	Texas Rum 115 Proof	Used Barrel	2023	\$ 1,250.00	4
334	Texas	2025	Rum	Texas Rum 115 Proof	Used Barrel	2025	\$ 1,000.00	4
335	Florida	Unaged	Rum	188 Proof - Uncut	Drum - 55 Gal		\$ 900.00	1
336	Florida	Unaged	Rum	188 Proof - Uncut	Tote - 265 Gal		\$ 3,700.00	1
337	Puerto - Rican	Fresh	Rum	185 Proof - Fresh Light Rum Uncut	Drum - 55 Gal		\$ 1,060.00	1
338	Puerto - Rican	Fresh	Rum	185 Proof - Fresh Light Rum Uncut	Tote - 265 Gal		\$ 5,100.00	1
339	Puerto - Rican	1 YR	Rum	150 Proof - Aged Silver Rum	Drum - 55 Gal	Limited Availability	\$ 1,000.00	1
340	Puerto - Rican	1 YR	Rum	150 Proof - Aged Silver Rum	Tote - 265 Gal	Limited Availability	\$ 4,800.00	1
341	Jamaica	2023	Rum	Marquis HLCF 400-600 Esters	53 Original Gallon Barrel	5/19/2023	\$ 2,300.00	1
GNS								
341	GNS	Unaged	OH	192 Proof	275 Gallon Tote	Per WG	\$ 4.95	Tote
342	GNS	Unaged	TX	6x Distilled (100% Corn) 190 proof	Tote	275 WG	\$ 3,250.00	Tote
343	GNS	Unaged	KY	7 X Distilled 192 proof	Drum	Drum	\$ 450.00	Drum
344	GNS	Unaged	KY	7X Distilled 192 Proof	270 Gallon Tote	Tote	\$ 1,400.00	Tote
345	GNS	Unaged	NY	7 X Distilled Unfiltered 192 proof	270 Gallon Tote	per WG	\$ 5.90	Tote

346	GNS	Unaged	NY	7X Distilled Carbon Filtered 192 Proof	270 Gallon Tote	per WG	\$ 6.15	Tote
347	GNS	Unaged	NY	7 X Distilled Unfiltered 192 proof	Drum	per WG	\$ 6.15	Drum
348	GNS	Unaged	NY	7X Distilled Carbon Filtered 192 Proof	Drum	per WG	\$ 6.44	Drum
349	GNS	Unaged	NY	7 X Distilled Unfiltered 192 proof	Bulk Tank	per WG	\$ 3.05	Bulk
350	GNS	Unaged	NY	7 X Distilled Carbon Filtered 192 proof	Bulk Tank	per WG	\$ 3.25	Bulk
351	ENS	Unaged	OH	Organic Cane 192 Proof	275 Gallon Tote	Per WG	\$ 9.20	Tote
352	ENS	Unaged	FL	Ethyl Alcohol / Cane 190 Proof	Tote - 265 Gal	Tote	\$ 3,800.00	Tote
353	ENS	Unaged	FL	Ethyl Alcohol / Cane 190 Proof	Drum - 55 Gal	Drum	\$ 810.00	Drum
354	Wheat GNS	Unaged	OH	Organic Wheat 192 Proof	275 Gallon Tote	Per WG	\$ 11.50	Tote
355	Wheat GNS	Unaged	OH	French Wheat GNS 192 Proof	275 Gallon Tote	Per WG	\$ 10.80	Tote
356	Potato GNS	Unaged	OH	Potato GNS 192 Proof - German	275 Gallon Tote	Per WG	\$ 10.20	Tote
357	Grape GNS	Unaged	OH	Organic Grape 192 Proof	275 Gallon Tote	Per WG	\$ 21.80	Tote
Grape Spirits, Brandy, and Cognac								
358	Kentucky	Unaged	Brandy	Grape Brandy Kentucky Distilled	Bulk	Per PG	\$ 7.15	Bulk
359		1 YO	Brandy	Grape Brandy Kentucky Distilled	53 Original Gallon Barrel	Barrel	\$ 725.00	Barrel
360	Kentucky	2 YO	Brandy	Grape Brandy Kentucky Distilled	Bulk Tank	Per PG	\$ 7.85	Bulk
361	Kentucky	2 YO	Brandy	Grape Brandy Kentucky Distilled	Tote	Per PG	\$ 8.80	Tote
362		2YO	Brandy	Grape Brandy Kentucky Distilled	53 Original Gallon Barrel	Barrel	\$ 775.00	Barrel
363		4 YO	Brandy	Grape Brandy Kentucky Distilled	53 Original Gallon Barrel	Barrel	\$ 950.00	Barrel
364		6 YO	Brandy	Grape Brandy Kentucky Distilled	53 Gallon Original Barrel	Barrel	\$ 1,200.00	Barrel
365	Kentucky	6 YO	Brandy	Grape Brandy Kentucky Distilled 130 proof	Bulk	Per PG	\$ 22.00	Bulk
366		10 YO	Brandy	Grape Brandy Kentucky Distilled 130 proof	Barrel	Barrel	\$ 2,000.00	Barrel
367	Florida	Unaged	FL	Grape Neutral Spirits - 190 Proof	Tote - 265 Gal	Tote	\$ 6,900.00	Tote
368	Florida	Unaged	FL	Grape Neutral Spirits - 190 Proof	Drum - 55 Gal	Drum	\$ 1,600.00	Drum
369	Texas	2016&2017	TX	Cognac finished in rum, Scotch, Peat Scotch	86 Proof - Tote 275	price per PG	\$ 71.50	Tote
370	California	Unaged	High Proof	190-192 Proof	55-Gallon Drum=\$90	Price per PG	\$ 16.20	104.5 PGs
371	California	Unaged	High Proof	190-192 Proof	270 Gallon Tote = \$329	Price per PG	\$ 15.15	513 PGs
372	California	Unaged	Designate	Grape Brandy Designate 168 - 170 Proof	55-Gallon Drum=\$90	Price per PG	\$ 17.30	93 PGs
373	California	Unaged	Designate	Grape Brandy Designate 168 - 170 Proof	270 Gallon Tote = \$329	Price per PG	\$ 16.20	456 PGs
374	California	Aged	Aged Brandy	2 Year Old Approximately 120 Proof	55-Gallon Drum=\$90	Price per PG	\$ 19.50	66 PGs
375	California	Aged	Aged Brandy	2 Year Old Approximately 120 Proof	270 Gallon Tote = \$329	Price per PG	\$ 18.36	324 PGs
376	California	Unaged	OTS	Other than Standard Wine Approx 20.8% ABV	55-Gallon Drum=\$90	Price per PG	\$ 11.00	23 PGs
377	California	Unaged	OTS	Other than Standard Wine Approx 20.8% ABV	270 Gallon Tote = \$329	Price per PG	\$ 9.00	112.3 PGs
378	California	Unaged	FDW	Fortified Dry White Wine Approx. 23.9% ABV	55-Gallon Drum=\$90	Price per PG	\$ 11.00	26.3 PGs
379	California	Unaged	FDW	Fortified Dry White Wine Approx. 23.9% ABV	270 Gallon Tote = \$329	Price per PG	\$ 9.00	129.06 PGs
380	France	4 YO	Cognac	VSOP Cognac 40% ABV Ex Works FRA	Bulk Tote or ISO	Per Per Liter	\$ 18.00	1000L
381	France	4 YO	Cognac	VSOP Cognac 60% ABV Ex Works FRA	Bulk Tote or ISO	Price per Liter	\$ 26.00	1000L
Gin								
382	Florida	Unaged	Gin	Compound Grain Gin 190 Proof	Tote - 265 Gal		\$ 3,900.00	1
383	Florida	Unaged	Gin	Compound Grain Gin 190 Proof	4 Drum MOQ		\$ 925.00	4

384	Indiana	UnAged	Gin	#9 London Distilled Gin Lime - Tax Pre Paid (Incl)	489 Gallons	Includes FET	\$ 4,500.00	1
385	Indiana	UnAged	Gin	Heritage 100 Juniper Pine Citrus Slight Spice Earthy	270 Gallon Tote	Tote	\$ 2,415.00	1
386	Indiana	UnAged	Gin	Heritage 200 Juniper Orange Floral Evergreen	270 Gallon Tote	Tote	\$ 2,415.00	1
387	Indiana	UnAged	Gin	Heritage 300 Juniper Pine Herbal	270 Gallon Tote	Tote	\$ 2,415.00	1
388	Indiana	UnAged	Gin	Heritage 400 Junmiper Pine Corriander, Creamy	270 Gallon Tote	Tote	\$ 2,415.00	1
389	Ohio	Unaged	Gin	Distilled Gin 165-185 proof	270 Gallon Tote = \$329	Price per PG	\$ 5.85	3 tote
Barrel Storage								
390	TN			Barrel Storage per Month	Palletized	Per Barrel	\$1.85	
391	KY			Barrel Storage per Month	Palletized or Rick House	Per Barrel	\$2.00	
Quality Used American Oak Barrels								
392	US	Various	Whiskey / Bourbon	Recently Dumped			Call	TL

*Prices and availability subject to change

** No retention guarantee on barrels

*** All prices are ex-works from storage warehouse, warehouse fees and pallet costs not included

EXHIBIT I

July 7, 2025

Julius Swolsky
Crownpoint

RE: Letter of Intent for Uncle Nearest Distillery

Dear Mr. Swolsky:

It is our pleasure to present a proposal for a potential sale-leaseback transaction. **STORE Capital** was founded in 2011 by a leadership team that had previously managed limited partnerships and two NYSE REITs. Collectively, we have invested more than \$20 billion in over 10,000 properties. After being a public company since 2014 (NYSE: STOR), **STORE Capital** was taken private in 2023 through a \$15 billion transaction led by GIC, a global institutional investor and a well-capitalized controlling shareholder. As a REIT, **STORE Capital's** business is owning and leasing real estate. We are a principal, long-term investor and look to partner with companies who can use our capital to improve their business.

We offer the following terms for your consideration:

- Seller/Lessee:** Uncle Nearest, Inc.
- Buyer/Lessor:** **STORE Capital LLC** ("Buyer") or an affiliated entity. Buyer will purchase the Property (defined below) and lease it to Lessee pursuant to a triple-net lease.
- Property:** Seller will sell, and Buyer will purchase and lease-back to Lessee, the property located at 3125 US-231, Shelbyville, TN (the "Property").
- Purchase Price:** \$70,400,000 **CASH OFFER** (**No debt or 1031 contingencies**).
- Lease Term:** Initial term of 25 years, with four (4) five-year renewal options.
- Initial Cap Rate:** 8.50%.
- Initial Rent:** \$5,984,000 per annum. Payments of rent and other amounts due will be automatically transferred by ACH debit directly from Lessee's bank account to the account of Lessor or any servicer or other designee engaged by Lessor.
- Rent Escalations:** Rent will increase 2% annually.
- NNN Lease:** Lease will be an absolute triple net lease where the Lessee is responsible for all costs associated with the Property, including maintenance (including building structure and roof), taxes, insurance and any common area maintenance (CAM) charges, if applicable.

Due Diligence: Over a 30-day period following the execution of a purchase and sale agreement, Buyer will perform customary real estate due diligence, using **STORE's** vendors, including title, survey, appraisal, environmental, property condition report, financial and legal due diligence.

Conditions: The terms of this letter of intent are subject to approval of Buyer's Investment Committee and Buyer's Board of Directors, as well as Buyer's approval of the results of its due diligence.

Closing Costs: Seller and **STORE** will each pay for their respective legal expenses. In addition, Seller will pay all other costs incurred in connection with Buyer's acquisition of the Property, including appraisal fee(s), transfer taxes, mortgage taxes (to record Buyer's mandatory mortgage on the Property), environmental due diligence (including Phase I or Phase II, if necessary), property condition report, title insurance premiums and endorsements (for both owner's and lender's policies), survey and recording costs.

Funding: Funding and closing of the transaction would take place within five business days after the conclusion of Buyer's due diligence period described above.

Documents: Buyer's counsel will prepare the principal legal documents, including purchase and sale agreement and lease. The documents will include **STORE's** customary representations, warranties, covenants and indemnities.

Exclusivity: During the period from the date hereof until the first to occur of (a) the termination of this Letter of Intent, or (b) the execution and delivery of a purchase and sale agreement by both parties hereto, Seller shall not initiate, solicit, continue or respond to any offers or negotiations for the sale of the Property to any person or entity other than Buyer.

Non-binding: This Letter of Intent is not a commitment to invest, and is subject to satisfaction of the Conditions outlined above, as well as execution of a definitive purchase and sale agreement.

Expiration: This Letter of Intent will automatically expire if not signed and returned by July 14, 2025; additionally, the terms and conditions hereof will only remain valid if a definitive purchase and sale agreement is signed by the parties within 30 days of the date hereof.

If the foregoing is acceptable, please execute where indicated below. We look forward to working with you.

Sincerely,

STORE Capital LLC

AGREED TO AND ACCEPTED:

Uncle Nearest, Inc.

By: *Brendan Jost*
Name: Brendan Jost
Title: Managing Director, Acquisitions

By: _____
Name: _____
Title: _____

Date: July 7, 2025

Date: _____

EXHIBIT J

Overview

Nearest Green Distillery Barrel Inventory Columbia & Shelbyville, TN)

	Barrel ty	Total Value
Nearest Green Distillery, Columbia, TN (DSP-TN-21144)	55,514	79,527,900
Nearest Green Distillery, Shelbyville, TN (DSP-TN-21066)	644	1,294,850
Bulk Whiskey at NGD Columbia, TN (DSP-TN-21144)		
Total NGD Owned Barrels	56,158	80,822,750

Customer Procured Barrel Inventory

	Barrel ty	Total Value
Customer Procured Barrels	138	371,600
Total Procured Barrels	138	371,600

TOTAL Barrels & Value	56,296	81,194,350
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Bulk Whiskey Inventory

	uantity
Totes	10
Tank	0
Total Bulk Whiskey	10

Distilled Barrel Inventory

Detailed Overview

Barrel Lot Code	Internal Spirit Type	Barrel ty	Proof Gallons per Barrel	Date Barreled	Age	Price 1/8/26	Value	Cost
18K26	Tennessee Whiskey (77/15/8)	6	66.04	11/26/2018	7.2	2,200	13,200	
18K27	Tennessee Whiskey (77/15/8)	1	66.20	11/27/2018	7.2	2,200	2,200	
18L27	Tennessee Whiskey (77/15/8)	24	65.99	12/27/2018	7.2	2,200	52,800	
19B19	Tennessee Whiskey (77/15/8)	111	65.93	2/19/2019	7.0	2,200	244,200	
19B20	Tennessee Whiskey (77/15/8)	126	65.88	2/20/2019	7.0	2,200	277,200	
19B21	Tennessee Whiskey (77/15/8)	55	66.14	2/21/2019	7.0	2,200	121,000	
19D17	Tennessee Whiskey (77/15/8)	115	66.04	4/17/2019	6.8	2,200	253,000	
19D18	Tennessee Whiskey (77/15/8)	129	65.88	4/18/2019	6.8	2,200	283,800	
19D19	Tennessee Whiskey (77/15/8)	124	65.88	4/19/2019	6.8	2,200	272,800	
18K29	Bourbon (Lab 1-70/22/8)	1	65.93	11/29/2018	7.2	2,200	2,200	
19A29	Bourbon (Lab 1-70/22/8)	85	65.93	1/29/2019	7.1	2,200	187,000	
19A30	Bourbon (Lab 1-70/22/8)	3	65.99	1/30/2019	7.1	2,200	6,600	
19B22	Bourbon (Lab 1-70/22/8)	84	65.99	2/22/2019	7.0	2,200	184,800	
19C27	Bourbon (Lab 1-70/22/8)	84	65.88	3/27/2019	6.9	2,200	184,800	
19D23	Bourbon (Lab 1-70/22/8)	84	65.83	4/23/2019	6.8	2,200	184,800	
19E31	Bourbon (Lab 1-70/22/8)	84	65.99	5/31/2019	6.7	2,200	184,800	
19F21	Bourbon (Lab 1-70/22/8)	84	66.04	6/21/2019	6.7	2,200	184,800	
19G24	Bourbon (Lab 1-70/22/8)	84	65.88	7/24/2019	6.6	2,200	184,800	
19H21	Bourbon (Lab 1-70/22/8)	73	66.04	8/21/2019	6.5	2,150	156,950	
19H22	Bourbon (Lab 1-70/22/8)	11	66.04	8/22/2019	6.5	2,150	23,650	
19I26	Bourbon (Lab 1-70/22/8)	62	66.09	9/26/2019	6.4	2,150	133,300	
19I30	Bourbon (Lab 1-70/22/8)	22	66.09	9/30/2019	6.4	2,150	47,300	
19J23	Bourbon (Lab 1-70/22/8)	84	66.09	10/23/2019	6.3	2,150	180,600	
19K07	Bourbon (Lab 1-70/22/8)	74	66.10	11/7/2019	6.3	2,150	159,100	
19K08	Bourbon (Lab 1-70/22/8)	10	66.20	11/8/2019	6.3	2,150	21,500	
19L13	Bourbon (Lab 1-70/22/8)	72	65.99	12/13/2019	6.2	2,150	154,800	
18K23	Tennessee Whiskey (80/10/10)	1	66.09	11/23/2018	7.2	2,200	2,200	
18K24	Tennessee Whiskey (80/10/10)	1	65.98	11/24/2018	7.2	2,200	2,200	
18K27	Tennessee Whiskey (80/10/10)	1	65.93	11/27/2018	7.2	2,200	2,200	
18L07	Tennessee Whiskey (80/10/10)	2	65.88	12/7/2018	7.2	2,200	4,400	
18L18	Tennessee Whiskey (80/10/10)	2	65.88	12/18/2018	7.2	2,200	4,400	
19C20	Tennessee Whiskey (80/10/10)	2	65.93	3/20/2019	6.9	2,200	4,400	

**All Inventory Subject to "Angel Share" Evaporation and Processing Loss

Confidential

Barrel Lot Code	Internal Spirit Type	Barrel ty	Proof Gallons per Barrel	Date Barreled	Age	Price 1/8/26	Value	Cost
19D03	Tennessee Whiskey (80/10/10)	6	65.99	4/3/2019	6.9	2,200	13,200	
19D16	Tennessee Whiskey (80/10/10)	1	66.04	4/16/2019	6.9	2,200	2,200	
19E17	Tennessee Whiskey (80/10/10)	1	66.09	5/17/2019	6.8	2,200	2,200	
19E21	Tennessee Whiskey (80/10/10)	1	65.88	5/21/2019	6.8	2,200	2,200	
19G04	Tennessee Whiskey (80/10/10)	1	66.20	7/4/2019	6.6	2,150	2,150	
19G09	Tennessee Whiskey (80/10/10)	5	65.93	7/9/2019	6.6	2,150	10,750	
19G12	Tennessee Whiskey (80/10/10)	7	66.14	7/12/2019	6.6	2,150	15,050	
19G16	Tennessee Whiskey (80/10/10)	6	65.99	7/16/2019	6.6	2,150	12,900	
19G18	Tennessee Whiskey (80/10/10)	4	65.93	7/18/2019	6.6	2,150	8,600	
19G19	Tennessee Whiskey (80/10/10)	8	66.25	7/19/2019	6.6	2,150	17,200	
19H08	Tennessee Whiskey (80/10/10)	1	65.71	8/8/2019	6.5	2,150	2,150	
19H08	Tennessee Whiskey (80/10/10)	1	65.74	8/8/2019	6.5	2,150	2,150	
19H08	Tennessee Whiskey (80/10/10)	3	65.77	8/8/2019	6.5	2,150	6,450	
19H13	Tennessee Whiskey (80/10/10)	1	65.93	8/13/2019	6.5	2,150	2,150	
19H13	Tennessee Whiskey (80/10/10)	6	65.99	8/13/2019	6.5	2,150	12,900	
19I09	Tennessee Whiskey (80/10/10)	12	66.14	9/9/2019	6.5	2,150	25,800	
19I12	Tennessee Whiskey (80/10/10)	3	66.14	9/12/2019	6.4	2,150	6,450	
19I13	Tennessee Whiskey (80/10/10)	15	65.99	9/13/2019	6.4	2,150	32,250	
19I16	Tennessee Whiskey (80/10/10)	6	65.88	9/16/2019	6.4	2,150	12,900	
19J03	Tennessee Whiskey (80/10/10)	7	66.14	10/3/2019	6.4	2,150	15,050	
19J08	Tennessee Whiskey (80/10/10)	3	65.99	10/8/2019	6.4	2,150	6,450	
19J09	Tennessee Whiskey (80/10/10)	1	66.25	10/9/2019	6.4	2,150	2,150	
19J10	Tennessee Whiskey (80/10/10)	2	65.99	10/10/2019	6.4	2,150	4,300	
19J11	Tennessee Whiskey (80/10/10)	12	66.25	10/11/2019	6.4	2,150	25,800	
19K19	Tennessee Whiskey (80/10/10)	1	65.93	11/19/2019	6.3	2,150	2,150	
19K27	Tennessee Whiskey (80/10/10)	5	66.20	11/27/2019	6.2	2,150	10,750	
20A03	Tennessee Whiskey (80/10/10)	1	66.20	1/3/2020	6.1	2,150	2,150	
20A07	Tennessee Whiskey (80/10/10)	21	66.09	1/7/2020	6.1	2,150	45,150	
20B04	Tennessee Whiskey (80/10/10)	2	65.99	2/4/2020	6.0	2,150	4,300	
20B06	Tennessee Whiskey (80/10/10)	5	66.20	2/6/2020	6.0	2,150	10,750	
20C03	Tennessee Whiskey (80/10/10)	69	65.99	3/3/2020	6.0	1,800	124,200	
20D07	Tennessee Whiskey (80/10/10)	66	65.91	4/7/2020	5.9	1,800	118,800	
20D09	Tennessee Whiskey (80/10/10)	52	65.93	4/9/2020	5.9	1,800	93,600	
20E05	Tennessee Whiskey (80/10/10)	2	65.93	5/5/2020	5.8	1,800	3,600	
20E08	Tennessee Whiskey (80/10/10)	13	65.88	5/8/2020	5.8	1,800	23,400	
20F02	Tennessee Whiskey (80/10/10)	117	65.99	6/2/2020	5.7	1,800	210,600	

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Confidential

Barrel Lot Code	Internal Spirit Type	Barrel ty	Proof Gallons per Barrel	Date Barreled	Age	Price 1/8/26	Value	Cost
20F03	Tennessee Whiskey (80/10/10)	111	65.93	6/3/2020	5.7	1,800	199,800	
20F04	Tennessee Whiskey (80/10/10)	103	66.09	6/4/2020	5.7	1,800	185,400	
20F05	Tennessee Whiskey (80/10/10)	114	65.99	6/5/2020	5.7	1,800	205,200	
20G02	Tennessee Whiskey (80/10/10)	128	66.14	7/2/2020	5.6	1,800	230,400	
20G06	Tennessee Whiskey (80/10/10)	134	66.09	7/6/2020	5.6	1,800	241,200	
20G07	Tennessee Whiskey (80/10/10)	102	66.20	7/7/2020	5.6	1,800	183,600	
20G08	Tennessee Whiskey (80/10/10)	139	66.14	7/8/2020	5.6	1,800	250,200	
20G09	Tennessee Whiskey (80/10/10)	139	66.20	7/9/2020	5.6	1,800	250,200	
20G14	Tennessee Whiskey (80/10/10)	41	66.25	7/14/2020	5.6	1,800	73,800	
20J06	Tennessee Whiskey (80/10/10)	78	66.04	10/6/2020	5.4	1,550	120,900	
20J07	Tennessee Whiskey (80/10/10)	93	65.72	10/7/2020	5.4	1,550	144,150	
20J08	Tennessee Whiskey (80/10/10)	96	65.72	10/8/2020	5.4	1,550	148,800	
20J09	Tennessee Whiskey (80/10/10)	60	66.20	10/9/2020	5.4	1,550	93,000	
20K03	Tennessee Whiskey (80/10/10)	10	66.14	11/3/2020	5.3	1,550	15,500	
20K04	Tennessee Whiskey (80/10/10)	118	65.93	11/4/2020	5.3	1,550	182,900	
22C02	Tennessee Whiskey (80/10/10)	281	#REF!	3/2/2022	4.0	1,400	393,400	\$190,695.03
22C03	Tennessee Whiskey (80/10/10)	39	#REF!	3/3/2022	4.0	1,400	54,600	\$26,466.57
22C04	Tennessee Whiskey (80/10/10)	163	#REF!	3/4/2022	4.0	1,400	228,200	\$110,616.69
22C05	Tennessee Whiskey (80/10/10)	139	#REF!	3/5/2022	4.0	1,400	194,600	\$94,329.57
22C06	Tennessee Whiskey (80/10/10)	139	#REF!	3/6/2022	4.0	1,400	194,600	\$94,329.57
22C10	Tennessee Whiskey (80/10/10)	7	#REF!	3/10/2022	4.0	1,400	9,800	\$4,750.41
22C11	Tennessee Whiskey (80/10/10)	138	#REF!	3/11/2022	3.9	1,400	193,200	\$93,650.94
22C12	Tennessee Whiskey (80/10/10)	130	#REF!	3/12/2022	3.9	1,400	182,000	\$88,221.90
22C13	Tennessee Whiskey (80/10/10)	132	#REF!	3/13/2022	3.9	1,400	184,800	\$89,579.16
22C14	Tennessee Whiskey (80/10/10)	126	#REF!	3/14/2022	3.9	1,400	176,400	\$85,507.38
22C16	Tennessee Whiskey (80/10/10)	137	#REF!	3/16/2022	3.9	1,400	191,800	\$92,972.31
22C17	Tennessee Whiskey (80/10/10)	60	#REF!	3/17/2022	3.9	1,400	84,000	\$40,717.80
22C18	Tennessee Whiskey (80/10/10)	3	#REF!	3/18/2022	3.9	1,400	4,200	\$2,035.89
22C19	Tennessee Whiskey (80/10/10)	49	#REF!	3/19/2022	3.9	1,400	68,600	\$33,252.87
22C20	Tennessee Whiskey (80/10/10)	10	#REF!	3/20/2022	3.9	1,400	14,000	\$6,786.30
22C21	Tennessee Whiskey (80/10/10)	97	#REF!	3/21/2022	3.9	1,400	135,800	\$65,827.11
22D01	Tennessee Whiskey (80/10/10)	115	66.09	4/1/2022	3.9	1,400	161,000	\$78,042.45
22D01	Tennessee Whiskey (80/10/10)	137	66.14	4/1/2022	3.9	1,400	191,800	\$92,972.31
22D02	Tennessee Whiskey (80/10/10)	126	66.09	4/2/2022	3.9	1,400	176,400	\$85,507.38
22D03	Tennessee Whiskey (80/10/10)	72	66.04	4/3/2022	3.9	1,400	100,800	\$48,861.36
22D04	Tennessee Whiskey (80/10/10)	12	66.09	4/4/2022	3.9	1,400	16,800	\$8,143.56

**All Inventory Subject to "Angel Share" Evaporation and Processing Loss

Confidential

Barrel Lot Code	Internal Spirit Type	Barrel ty	Proof Gallons per Barrel	Date Barreled	Age	Price 1/8/26	Value	Cost
22D05	Tennessee Whiskey (80/10/10)	65	66.09	4/5/2022	3.9	1,400	91,000	\$44,110.95
22D06	Tennessee Whiskey (80/10/10)	134	65.99	4/6/2022	3.9	1,400	187,600	\$90,936.42
22D07	Tennessee Whiskey (80/10/10)	39	66.04	4/7/2022	3.9	1,400	54,600	\$26,466.57
22D08	Tennessee Whiskey (80/10/10)	137	66.04	4/8/2022	3.9	1,400	191,800	\$92,972.31
22D09	Tennessee Whiskey (80/10/10)	139	66.09	4/9/2022	3.9	1,400	194,600	\$94,329.57
22D10	Tennessee Whiskey (80/10/10)	134	66.04	4/10/2022	3.9	1,400	187,600	\$90,936.42
22D11	Tennessee Whiskey (80/10/10)	138	66.04	4/10/2022	3.9	1,400	193,200	\$93,650.94
22D12	Tennessee Whiskey (80/10/10)	139	66.09	4/12/2022	3.9	1,400	194,600	\$94,329.57
22D13	Tennessee Whiskey (80/10/10)	130	66.04	4/13/2022	3.9	1,400	182,000	\$88,221.90
22D14	Tennessee Whiskey (80/10/10)	113	66.04	4/14/2022	3.9	1,400	158,200	\$76,685.19
22D18	Tennessee Whiskey (80/10/10)	17	66.09	4/18/2022	3.8	1,400	23,800	\$11,536.71
22D19	Tennessee Whiskey (80/10/10)	3	66.14	4/19/2022	3.8	1,400	4,200	\$2,035.89
22F01	Tennessee Whiskey (80/10/10)	63	66.09	6/1/2022	3.7	1,400	88,200	\$42,753.69
22F01	Tennessee Whiskey (80/10/10)	131	65.99	6/1/2022	3.7	1,400	183,400	\$88,900.53
22F02	Tennessee Whiskey (80/10/10)	137	66.09	6/2/2022	3.7	1,400	191,800	\$92,972.31
22F03	Tennessee Whiskey (80/10/10)	135	65.88	6/3/2022	3.7	1,400	189,000	\$91,615.05
22F04	Tennessee Whiskey (80/10/10)	137	65.99	6/4/2022	3.7	1,400	191,800	\$92,972.31
22F05	Tennessee Whiskey (80/10/10)	118	66.04	6/5/2022	3.7	1,400	165,200	\$80,078.34
22F06	Tennessee Whiskey (80/10/10)	138	65.99	6/6/2022	3.7	1,400	193,200	\$93,650.94
22F07	Tennessee Whiskey (80/10/10)	84	66.09	6/7/2022	3.7	1,400	117,600	\$57,004.92
22F08	Tennessee Whiskey (80/10/10)	32	65.99	6/8/2022	3.7	1,400	44,800	\$21,716.16
22F09	Tennessee Whiskey (80/10/10)	115	65.99	6/9/2022	3.7	1,400	161,000	\$78,042.45
22F10	Tennessee Whiskey (80/10/10)	117	65.99	6/10/2022	3.7	1,400	163,800	\$79,399.71
22F12	Tennessee Whiskey (80/10/10)	47	65.99	6/12/2022	3.7	1,400	65,800	\$31,895.61
22F13	Tennessee Whiskey (80/10/10)	139	66.04	6/13/2022	3.7	1,400	194,600	\$94,329.57
22F14	Tennessee Whiskey (80/10/10)	140	65.99	6/14/2022	3.7	1,400	196,000	\$95,008.20
22F15	Tennessee Whiskey (80/10/10)	67	65.83	6/15/2022	3.7	1,400	93,800	\$45,468.21
22H01	Tennessee Whiskey (80/10/10)	68	66.14	8/1/2022	3.6	1,400	95,200	\$46,146.84
22H01	Tennessee Whiskey (80/10/10)	126	65.93	8/1/2022	3.6	1,400	176,400	\$85,507.38
22H02	Tennessee Whiskey (80/10/10)	136	66.04	8/2/2022	3.6	1,400	190,400	\$92,293.68
22H03	Tennessee Whiskey (80/10/10)	130	66.20	8/3/2022	3.6	1,400	182,000	\$88,221.90
22H04	Tennessee Whiskey (80/10/10)	139	65.93	8/4/2022	3.5	1,400	194,600	\$94,329.57
22H05	Tennessee Whiskey (80/10/10)	140	66.09	8/5/2022	3.5	1,400	196,000	\$95,008.20
22H06	Tennessee Whiskey (80/10/10)	141	66.14	8/6/2022	3.5	1,400	197,400	\$95,686.83
22H08	Tennessee Whiskey (80/10/10)	141	66.14	8/8/2022	3.5	1,400	197,400	\$95,686.83
22H08	Tennessee Whiskey (80/10/10)	140	66.04	8/8/2022	3.5	1,400	196,000	\$95,008.20

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Barrel Lot Code	Internal Spirit Type	Barrel ty	Proof Gallons per Barrel	Date Barreled	Age	Price 1/8/26	Value	Cost
22H09	Tennessee Whiskey (80/10/10)	119	66.04	8/9/2022	3.5	1,400	166,600	\$80,756.97
22H09	Tennessee Whiskey (80/10/10)	67	66.20	8/9/2022	3.5	1,400	93,800	\$45,468.21
22H10	Tennessee Whiskey (80/10/10)	131	66.09	8/10/2022	3.5	1,400	183,400	\$88,900.53
22H11	Tennessee Whiskey (80/10/10)	135	66.04	8/11/2022	3.5	1,400	189,000	\$91,615.05
22H12	Tennessee Whiskey (80/10/10)	140	66.09	8/12/2022	3.5	1,400	196,000	\$95,008.20
22H12	Tennessee Whiskey (80/10/10)	53	66.04	8/12/2022	3.5	1,400	74,200	\$35,967.39
22H13	Tennessee Whiskey (80/10/10)	129	65.93	8/13/2022	3.5	1,400	180,600	\$87,543.27
22H15	Tennessee Whiskey (80/10/10)	70	66.09	8/15/2022	3.5	1,400	98,000	\$47,504.10
22J03	Tennessee Whiskey (80/10/10)	69	66.04	10/3/2022	3.4	1,125	77,625	\$46,825.47
22J04	Tennessee Whiskey (80/10/10)	51	66.04	10/4/2022	3.4	1,125	57,375	\$34,610.13
22J05	Tennessee Whiskey (80/10/10)	54	66.04	10/5/2022	3.4	1,125	60,750	\$36,646.02
22J07	Tennessee Whiskey (80/10/10)	39	65.99	10/7/2022	3.4	1,125	43,875	\$26,466.57
22J10	Tennessee Whiskey (80/10/10)	39	65.99	10/10/2022	3.4	1,125	43,875	\$26,466.57
22J10	Tennessee Whiskey (80/10/10)	126	66.20	10/10/2022	3.4	1,125	141,750	\$85,507.38
22J11	Tennessee Whiskey (80/10/10)	119	65.99	10/11/2022	3.4	1,125	133,875	\$80,756.97
22J11	Tennessee Whiskey (80/10/10)	39	65.77	10/11/2022	3.4	1,125	43,875	\$26,466.57
22J12	Tennessee Whiskey (80/10/10)	138	66.09	10/12/2022	3.4	1,125	155,250	\$93,650.94
22J12	Tennessee Whiskey (80/10/10)	38	66.04	10/12/2022	3.4	1,125	42,750	\$25,787.94
22J13	Tennessee Whiskey (80/10/10)	163	66.04	10/13/2022	3.4	1,125	183,375	\$110,616.69
22J14	Tennessee Whiskey (80/10/10)	138	66.09	10/14/2022	3.4	1,125	155,250	\$93,650.94
22J14	Tennessee Whiskey (80/10/10)	39	65.88	10/14/2022	3.4	1,125	43,875	\$26,466.57
22J15	Tennessee Whiskey (80/10/10)	137	66.04	10/15/2022	3.4	1,125	154,125	\$92,972.31
22J17	Tennessee Whiskey (80/10/10)	137	66.04	10/17/2022	3.3	1,125	154,125	\$92,972.31
22J17	Tennessee Whiskey (80/10/10)	136	66.25	10/17/2022	3.3	1,125	153,000	\$92,293.68
22J18	Tennessee Whiskey (80/10/10)	130	66.09	10/18/2022	3.3	1,125	146,250	\$88,221.90
22J19	Tennessee Whiskey (80/10/10)	135	66.04	10/19/2022	3.3	1,125	151,875	\$91,615.05
22J20	Tennessee Whiskey (80/10/10)	136	66.04	10/20/2022	3.3	1,125	153,000	\$92,293.68
22J20	Tennessee Whiskey (80/10/10)	79	65.99	10/20/2022	3.3	1,125	88,875	\$53,611.77
22J21	Tennessee Whiskey (80/10/10)	99	66.14	10/21/2022	3.3	1,125	111,375	\$67,184.37
22J22	Tennessee Whiskey (80/10/10)	134	66.09	10/22/2022	3.3	1,125	150,750	\$90,936.42
22J24	Tennessee Whiskey (80/10/10)	75	66.04	10/24/2022	3.3	1,125	84,375	\$50,897.25
22L02	Tennessee Whiskey (80/10/10)	43	66.09	12/2/2022	3.2	1,125	48,375	\$30,962.15
22L03	Tennessee Whiskey (80/10/10)	59	65.99	12/3/2022	3.2	1,125	66,375	\$42,482.95
22L08	Tennessee Whiskey (80/10/10)	163	65.99	12/8/2022	3.2	1,125	183,375	\$117,368.15
22L09	Tennessee Whiskey (80/10/10)	186	66.02	12/9/2022	3.2	1,125	209,250	\$133,929.30
22L10	Tennessee Whiskey (80/10/10)	138	66.04	12/10/2022	3.2	1,125	155,250	\$99,366.90

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Barrel Lot Code	Internal Spirit Type	Barrel ty	Proof Gallons per Barrel	Date Barreled	Age	Price 1/8/26	Value	Cost
22L12	Tennessee Whiskey (80/10/10)	308	66.09	12/12/2022	3.2	1,125	346,500	\$221,775.40
22L13	Tennessee Whiskey (80/10/10)	175	66.02	12/13/2022	3.2	1,125	196,875	\$126,008.75
22L14	Tennessee Whiskey (80/10/10)	190	65.81	12/14/2022	3.2	1,125	213,750	\$136,809.50
22L15	Tennessee Whiskey (80/10/10)	159	66.16	12/15/2022	3.2	1,125	178,875	\$114,487.95
22L16	Tennessee Whiskey (80/10/10)	134	66.09	12/16/2022	3.2	1,125	150,750	\$96,486.70
22L17	Tennessee Whiskey (80/10/10)	136	66.04	12/17/2022	3.2	1,125	153,000	\$97,926.80
22L19	Tennessee Whiskey (80/10/10)	131	65.99	12/19/2022	3.2	1,125	147,375	\$94,326.55
22L19	Tennessee Whiskey (80/10/10)	135	66.09	12/19/2022	3.2	1,125	151,875	\$97,206.75
22L20	Tennessee Whiskey (80/10/10)	130	66.04	12/20/2022	3.2	1,125	146,250	\$93,606.50
22L21	Tennessee Whiskey (80/10/10)	134	66.04	12/21/2022	3.2	1,125	150,750	\$96,486.70
22L22	Tennessee Whiskey (80/10/10)	29	65.99	12/22/2022	3.2	1,125	32,625	\$20,881.45
23B07	Tennessee Whiskey (80/10/10)	102	65.99	2/7/2023	3.0	1,125	114,750	\$76,361.28
23B08	Tennessee Whiskey (80/10/10)	138	65.99	2/8/2023	3.0	1,125	155,250	\$103,312.32
23B09	Tennessee Whiskey (80/10/10)	69	65.99	2/9/2023	3.0	1,125	77,625	\$51,656.16
23B14	Tennessee Whiskey (80/10/10)	88	65.93	2/14/2023	3.0	1,125	99,000	\$65,880.32
23B15	Tennessee Whiskey (80/10/10)	65	65.93	2/15/2023	3.0	1,125	73,125	\$48,661.60
23B16	Tennessee Whiskey (80/10/10)	40	65.93	2/16/2023	3.0	1,125	45,000	\$29,945.60
23C02	Tennessee Whiskey (80/10/10)	53	66.14	3/2/2023	3.0	1,125	59,625	\$39,677.92
23C03	Tennessee Whiskey (80/10/10)	57	65.93	3/3/2023	3.0	1,125	64,125	\$42,672.48
23C06	Tennessee Whiskey (80/10/10)	125	66.04	3/6/2023	3.0	1,125	140,625	\$93,580.00
23C07	Tennessee Whiskey (80/10/10)	142	65.93	3/7/2023	3.0	1,125	159,750	\$106,306.88
23C07	Tennessee Whiskey (80/10/10)	46	65.83	3/7/2023	3.0	1,125	51,750	\$34,437.44
23C08	Tennessee Whiskey (80/10/10)	125	65.99	3/8/2023	3.0	1,125	140,625	\$93,580.00
23C09	Tennessee Whiskey (80/10/10)	108	66.14	3/9/2023	3.0	1,125	121,500	\$80,853.12
23C10	Tennessee Whiskey (80/10/10)	75	66.04	3/10/2023	3.0	1,125	84,375	\$56,148.00
23C11	Tennessee Whiskey (80/10/10)	130	66.09	3/11/2023	2.9	1,125	146,250	\$97,323.20
23C13	Tennessee Whiskey (80/10/10)	137	66.09	3/13/2023	2.9	1,125	154,125	\$102,563.68
23C14	Tennessee Whiskey (80/10/10)	251	65.99	3/14/2023	2.9	1,125	282,375	\$187,908.64
23D01	Tennessee Whiskey (80/10/10)	20	66.09	4/1/2023	2.9	1,125	22,500	\$14,972.80
23D03	Tennessee Whiskey (80/10/10)	49	66.04	4/3/2023	2.9	1,125	55,125	\$36,683.36
23D04	Tennessee Whiskey (80/10/10)	43	66.09	4/4/2023	2.9	1,125	48,375	\$32,191.52
23D05	Tennessee Whiskey (80/10/10)	43	65.99	4/5/2023	2.9	1,125	48,375	\$32,191.52
23D06	Tennessee Whiskey (80/10/10)	55	65.99	4/6/2023	2.9	1,125	61,875	\$41,175.20
23D07	Tennessee Whiskey (80/10/10)	43	65.93	4/7/2023	2.9	1,125	48,375	\$32,191.52
23D07	Tennessee Whiskey (80/10/10)	54	66.04	4/7/2023	2.9	1,125	60,750	\$40,426.56
23D10	Tennessee Whiskey (80/10/10)	54	66.04	4/10/2023	2.9	1,125	60,750	\$40,426.56

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Barrel Lot Code	Internal Spirit Type	Barrel ty	Proof Gallons per Barrel	Date Barreled	Age	Price 1/8/26	Value	Cost
23D11	Tennessee Whiskey (80/10/10)	58	65.93	4/11/2023	2.9	1,125	65,250	\$43,421.12
23D13	Tennessee Whiskey (80/10/10)	81	65.99	4/13/2023	2.9	1,125	91,125	\$60,639.84
23D13	Tennessee Whiskey (80/10/10)	68	66.04	4/13/2023	2.9	1,125	76,500	\$50,907.52
23D14	Tennessee Whiskey (80/10/10)	56	65.88	4/14/2023	2.9	1,125	63,000	\$41,923.84
23D17	Tennessee Whiskey (80/10/10)	46	65.99	4/17/2023	2.8	1,125	51,750	\$34,437.44
23D18	Tennessee Whiskey (80/10/10)	53	65.99	4/18/2023	2.8	1,125	59,625	\$39,677.92
23D24	Tennessee Whiskey (80/10/10)	133	65.99	4/24/2023	2.8	1,125	149,625	\$99,569.12
23D24	Tennessee Whiskey (80/10/10)	137	66.04	4/24/2023	2.8	1,125	154,125	\$102,563.68
23D25	Tennessee Whiskey (80/10/10)	104	66.04	4/25/2023	2.8	1,125	117,000	\$77,858.56
23E01	Tennessee Whiskey (80/10/10)	28	66.25	5/1/2023	2.8	1,125	31,500	\$20,961.92
23E02	Tennessee Whiskey (80/10/10)	133	66.25	5/2/2023	2.8	1,125	149,625	\$99,569.12
23E03	Tennessee Whiskey (80/10/10)	133	66.09	5/3/2023	2.8	1,125	149,625	\$99,569.12
23E04	Tennessee Whiskey (80/10/10)	51	66.14	5/4/2023	2.8	1,125	57,375	\$38,180.64
23E04	Tennessee Whiskey (80/10/10)	132	66.09	5/4/2023	2.8	1,125	148,500	\$98,820.48
23E05	Tennessee Whiskey (80/10/10)	137	65.93	5/5/2023	2.8	1,125	154,125	\$102,563.68
23H12	Tennessee Whiskey (80/10/10)	101	66.04	8/12/2023	2.5	1,100	111,100	\$75,612.64
23H14	Tennessee Whiskey (80/10/10)	132	65.77	8/14/2023	2.5	1,100	145,200	\$98,820.48
23H14	Tennessee Whiskey (80/10/10)	56	66.20	8/14/2023	2.5	1,100	61,600	\$41,923.84
23H18	Tennessee Whiskey (80/10/10)	137	65.88	8/18/2023	2.5	1,100	150,700	\$102,563.68
23H18	Tennessee Whiskey (80/10/10)	53	66.20	8/18/2023	2.5	1,100	58,300	\$39,677.92
23H18	Tennessee Whiskey (80/10/10)	5	66.09	8/18/2023	2.5	1,100	5,500	\$3,743.20
23H22	Tennessee Whiskey (80/10/10)	131	66.09	8/22/2023	2.5	1,100	144,100	\$98,071.84
23H23	Tennessee Whiskey (80/10/10)	64	65.88	8/23/2023	2.5	1,100	70,400	\$47,912.96
23H26	Tennessee Whiskey (80/10/10)	117	65.93	8/26/2023	2.5	1,100	128,700	\$87,590.88
23H28	Tennessee Whiskey (80/10/10)	126	66.09	8/28/2023	2.5	1,100	138,600	\$94,328.64
23H28	Tennessee Whiskey (80/10/10)	131	66.04	8/28/2023	2.5	1,100	144,100	\$98,071.84
23H30	Tennessee Whiskey (80/10/10)	135	65.88	8/30/2023	2.5	1,100	148,500	\$101,066.40
23H30	Tennessee Whiskey (80/10/10)	62	66.04	8/30/2023	2.5	1,100	68,200	\$46,415.68
23I13	Tennessee Whiskey (80/10/10)	57	66.14	9/13/2023	2.4	1,100	62,700	\$42,672.48
23I14	Tennessee Whiskey (80/10/10)	134	66.09	9/14/2023	2.4	1,100	147,400	\$100,317.76
23I15	Tennessee Whiskey (80/10/10)	130	65.93	9/15/2023	2.4	1,100	143,000	\$97,323.20
23I16	Tennessee Whiskey (80/10/10)	136	65.93	9/16/2023	2.4	1,100	149,600	\$101,815.04
23I18	Tennessee Whiskey (80/10/10)	132	65.99	9/18/2023	2.4	1,100	145,200	\$98,820.48
23I18	Tennessee Whiskey (80/10/10)	136	66.09	9/18/2023	2.4	1,100	149,600	\$101,815.04
23I19	Tennessee Whiskey (80/10/10)	131	66.09	9/19/2023	2.4	1,100	144,100	\$98,071.84
23I21	Tennessee Whiskey (80/10/10)	30	65.99	9/20/2023	2.4	1,100	33,000	\$22,459.20

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23I22	Tennessee Whiskey (80/10/10)	52	66.09	9/22/2023	2.4	1,100	57,200	\$38,929.28
18J15	Tennessee Whiskey (84/8/8)	1	65.77	10/16/2018	7.4	2,200	2,200	\$616.38
18K30	Tennessee Whiskey (84/8/8)	2	65.93	11/30/2018	7.2	2,200	4,400	\$1,232.76
18L01	Tennessee Whiskey (84/8/8)	2	66.04	12/1/2018	7.2	2,200	4,400	\$1,232.76
18L04	Tennessee Whiskey (84/8/8)	1	66.09	12/4/2018	7.2	2,200	2,200	\$616.38
18L05	Tennessee Whiskey (84/8/8)	4	66.04	12/5/2018	7.2	2,200	8,800	\$2,465.52
18L10	Tennessee Whiskey (84/8/8)	1	65.93	12/10/2018	7.2	2,200	2,200	\$616.38
18L11	Tennessee Whiskey (84/8/8)	1	65.99	12/11/2018	7.2	2,200	2,200	\$616.38
18L12	Tennessee Whiskey (84/8/8)	2	65.99	12/12/2018	7.2	2,200	4,400	\$1,232.76
18L13	Tennessee Whiskey (84/8/8)	4	65.93	12/13/2018	7.2	2,200	8,800	\$2,465.52
19B28	Tennessee Whiskey (84/8/8)	1	65.99	2/28/2019	7.0	2,200	2,200	\$606.75
19D29	Tennessee Whiskey (84/8/8)	1	65.72	4/29/2019	6.8	2,200	2,200	\$606.75
19D30	Tennessee Whiskey (84/8/8)	5	65.93	4/30/2019	6.8	2,200	11,000	\$3,033.75
19G15	Tennessee Whiskey (84/8/8)	1	66.09	7/15/2019	6.6	2,200	2,200	\$606.75
19G22	Tennessee Whiskey (84/8/8)	3	65.93	7/22/2019	6.6	2,200	6,600	\$1,820.25
19G30	Tennessee Whiskey (84/8/8)	8	65.99	7/30/2019	6.6	2,200	17,600	\$4,854.00
19H14	Tennessee Whiskey (84/8/8)	12	65.83	8/14/2019	6.5	2,200	26,400	\$7,281.00
19H20	Tennessee Whiskey (84/8/8)	3	65.77	8/20/2019	6.5	2,200	6,600	\$1,820.25
19H22	Tennessee Whiskey (84/8/8)	3	66.14	8/22/2019	6.5	2,150	6,450	\$1,820.25
19I10	Tennessee Whiskey (84/8/8)	6	66.25	9/10/2019	6.4	2,150	12,900	\$3,640.50
19I13	Tennessee Whiskey (84/8/8)	1	66.14	9/13/2019	6.4	2,150	2,150	\$606.75
19I16	Tennessee Whiskey (84/8/8)	5	66.25	9/16/2019	6.4	2,150	10,750	\$3,033.75
19I20	Tennessee Whiskey (84/8/8)	5	65.93	9/20/2019	6.4	2,150	10,750	\$3,033.75
19I23	Tennessee Whiskey (84/8/8)	7	66.20	9/23/2019	6.4	2,150	15,050	\$4,247.25
19I26	Tennessee Whiskey (84/8/8)	12	65.88	9/26/2019	6.4	2,150	25,800	\$7,281.00
19J07	Tennessee Whiskey (84/8/8)	6	66.14	10/7/2019	6.4	2,150	12,900	\$3,640.50
19J14	Tennessee Whiskey (84/8/8)	3	65.99	10/14/2019	6.4	2,150	6,450	\$1,820.25
19J18	Tennessee Whiskey (84/8/8)	3	65.77	10/18/2019	6.3	2,150	6,450	\$1,820.25
19J31	Tennessee Whiskey (84/8/8)	1	65.72	10/31/2019	6.3	2,150	2,150	\$606.75
19K29	Tennessee Whiskey (84/8/8)	3	66.14	11/29/2019	6.2	2,150	6,450	\$1,820.25
20A28	Tennessee Whiskey (84/8/8)	11	66.09	1/28/2020	6.1	2,150	23,650	\$6,663.80
20B26	Tennessee Whiskey (84/8/8)	36	66.04	2/26/2020	6.0	2,150	77,400	\$21,808.80
20B27	Tennessee Whiskey (84/8/8)	78	65.99	2/27/2020	6.0	2,150	167,700	\$47,252.40
20B28	Tennessee Whiskey (84/8/8)	151	65.99	2/28/2020	6.0	2,150	324,650	\$91,475.80
20C26	Tennessee Whiskey (84/8/8)	109	65.93	3/26/2020	5.9	2,150	234,350	\$66,032.20
20C27	Tennessee Whiskey (84/8/8)	23	65.99	3/27/2020	5.9	2,150	49,450	\$13,933.40
20D17	Tennessee Whiskey (84/8/8)	139	65.93	4/17/2020	5.8	2,150	298,850	\$84,206.20

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Barrel Lot Code	Internal Spirit Type	Barrel ty	Proof Gallons per Barrel	Date Barreled	Age	Price 1/8/26	Value	Cost
20D22	Tennessee Whiskey (84/8/8)	13	65.99	4/22/2020	5.8	2,150	27,950	\$7,875.40
20D23	Tennessee Whiskey (84/8/8)	31	65.99	4/23/2020	5.8	2,150	66,650	\$18,779.80
20D24	Tennessee Whiskey (84/8/8)	74	65.93	4/24/2020	5.8	2,150	159,100	\$44,829.20
20E21	Tennessee Whiskey (84/8/8)	45	65.72	5/21/2020	5.8	2,150	96,750	\$27,261.00
20E22	Tennessee Whiskey (84/8/8)	48	65.99	5/22/2020	5.8	2,150	103,200	\$29,078.40
20E29	Tennessee Whiskey (84/8/8)	1	65.83	5/29/2020	5.7	2,150	2,150	\$605.80
20F19	Tennessee Whiskey (84/8/8)	136	65.99	6/19/2020	5.7	2,150	292,400	\$82,388.80
20F23	Tennessee Whiskey (84/8/8)	109	65.99	6/23/2020	5.7	2,150	234,350	\$66,032.20
20F24	Tennessee Whiskey (84/8/8)	138	66.04	6/24/2020	5.7	2,150	296,700	\$83,600.40
20F25	Tennessee Whiskey (84/8/8)	140	65.93	6/25/2020	5.7	2,150	301,000	\$84,812.00
20G24	Tennessee Whiskey (84/8/8)	6	66.09	7/24/2020	5.6	2,150	12,900	\$3,634.80
20G28	Tennessee Whiskey (84/8/8)	32	66.14	7/28/2020	5.6	2,150	68,800	\$19,385.60
20H25	Tennessee Whiskey (84/8/8)	111	65.99	8/25/2020	5.5	1,800	199,800	\$67,243.80
20H26	Tennessee Whiskey (84/8/8)	27	65.99	8/26/2020	5.5	1,800	48,600	\$16,356.60
20H27	Tennessee Whiskey (84/8/8)	110	65.99	8/27/2020	5.5	1,800	198,000	\$66,638.00
20H28	Tennessee Whiskey (84/8/8)	92	65.99	8/28/2020	5.5	1,800	165,600	\$55,733.60
20H31	Tennessee Whiskey (84/8/8)	59	65.93	8/31/2020	5.5	1,800	106,200	\$35,742.20
20I28	Tennessee Whiskey (84/8/8)	63	66.04	9/28/2020	5.4	1,800	113,400	\$38,165.40
20I29	Tennessee Whiskey (84/8/8)	98	66.09	9/29/2020	5.4	1,800	176,400	\$59,368.40
20I30	Tennessee Whiskey (84/8/8)	369	66.09	9/30/2020	5.4	1,800	664,200	\$223,540.20
20I20	Tennessee Whiskey (84/8/8)	119	65.93	10/20/2020	5.3	1,800	214,200	\$72,090.20
20I21	Tennessee Whiskey (84/8/8)	132	66.04	10/21/2020	5.3	1,800	237,600	\$79,965.60
20I22	Tennessee Whiskey (84/8/8)	137	66.04	10/22/2020	5.3	1,800	246,600	\$82,994.60
20I23	Tennessee Whiskey (84/8/8)	139	66.04	10/23/2020	5.3	1,800	250,200	\$84,206.20
20I27	Tennessee Whiskey (84/8/8)	102	66.20	10/27/2020	5.3	1,800	183,600	\$61,791.60
20I28	Tennessee Whiskey (84/8/8)	40	66.25	10/28/2020	5.3	1,800	72,000	\$24,232.00
20I28	Tennessee Whiskey (84/8/8)	110	66.04	10/28/2020	5.3	1,800	198,000	\$66,638.00
20I29	Tennessee Whiskey (84/8/8)	2	65.25	10/29/2020	5.3	1,800	3,600	\$1,211.60
20K19	Tennessee Whiskey (84/8/8)	21	66.09	11/19/2020	5.3	1,800	37,800	\$12,721.80
20K20	Tennessee Whiskey (84/8/8)	4	66.09	11/20/2020	5.3	1,800	7,200	\$2,423.20
20K23	Tennessee Whiskey (84/8/8)	106	66.09	11/23/2020	5.2	1,800	190,800	\$64,214.80
20K24	Tennessee Whiskey (84/8/8)	120	66.04	11/24/2020	5.2	1,800	216,000	\$72,696.00
20K25	Tennessee Whiskey (84/8/8)	135	66.04	11/25/2020	5.2	1,800	243,000	\$81,783.00
20K27	Tennessee Whiskey (84/8/8)	142	66.14	11/27/2020	5.2	1,800	255,600	\$86,023.60
20L17	Tennessee Whiskey (84/8/8)	136	66.14	12/17/2020	5.2	1,800	244,800	\$82,388.80
20L18	Tennessee Whiskey (84/8/8)	135	65.99	12/18/2020	5.2	1,800	243,000	\$81,783.00

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20L19	Tennessee Whiskey (84/8/8)	117	66.09	12/19/2020	5.2	1,800	210,600	\$70,878.60
20L21	Tennessee Whiskey (84/8/8)	117	66.09	12/21/2020	5.2	1,800	210,600	\$70,878.60
20L22	Tennessee Whiskey (84/8/8)	114	66.09	12/22/2020	5.2	1,800	205,200	\$69,061.20
20L23	Tennessee Whiskey (84/8/8)	132	66.04	12/23/2020	5.2	1,800	237,600	\$79,965.60
20L24	Tennessee Whiskey (84/8/8)	55	66.20	12/24/2020	5.2	1,800	99,000	\$33,319.00
21B03	Tennessee Whiskey (84/8/8)	83	66.04	2/3/2021	5.0	1,800	149,400	\$50,063.11
21B04	Tennessee Whiskey (84/8/8)	137	66.04	2/4/2021	5.0	1,800	246,600	\$82,634.29
21B05	Tennessee Whiskey (84/8/8)	136	66.09	2/5/2021	5.0	1,800	244,800	\$82,031.12
21B06	Tennessee Whiskey (84/8/8)	137	65.99	2/6/2021	5.0	1,800	246,600	\$82,634.29
21B08	Tennessee Whiskey (84/8/8)	116	65.99	2/8/2021	5.0	1,800	208,800	\$69,967.72
21B09	Tennessee Whiskey (84/8/8)	76	65.72	2/9/2021	5.0	1,800	136,800	\$45,840.92
21C03	Tennessee Whiskey (84/8/8)	124	60.58	3/3/2021	5.0	1,800	223,200	\$74,793.08
21C04	Tennessee Whiskey (84/8/8)	138	66.04	3/4/2021	5.0	1,800	248,400	\$83,237.46
21C05	Tennessee Whiskey (84/8/8)	137	65.72	3/5/2021	5.0	1,800	246,600	\$82,634.29
21C08	Tennessee Whiskey (84/8/8)	115	66.20	3/8/2021	5.0	1,800	207,000	\$69,364.55
21C09	Tennessee Whiskey (84/8/8)	87	66.04	3/9/2021	5.0	1,800	156,600	\$52,475.79
21C10	Tennessee Whiskey (84/8/8)	121	66.04	3/10/2021	5.0	1,800	217,800	\$72,983.57
21C11	Tennessee Whiskey (84/8/8)	136	65.93	3/11/2021	4.9	1,800	244,800	\$82,031.12
21C11	Tennessee Whiskey (84/8/8)	29	65.77	3/11/2021	4.9	1,800	52,200	\$17,491.93
21D05	Tennessee Whiskey (84/8/8)	117	66.14	4/5/2021	4.9	1,800	210,600	\$70,570.89
21D06	Tennessee Whiskey (84/8/8)	119	66.14	4/6/2021	4.9	1,800	214,200	\$71,777.23
21D07	Tennessee Whiskey (84/8/8)	138	65.77	4/7/2021	4.9	1,800	248,400	\$83,237.46
21D08	Tennessee Whiskey (84/8/8)	136	66.04	4/8/2021	4.9	1,800	244,800	\$82,031.12
21D09	Tennessee Whiskey (84/8/8)	136	66.09	4/9/2021	4.9	1,800	244,800	\$82,031.12
21D12	Tennessee Whiskey (84/8/8)	128	66.14	4/12/2021	4.9	1,800	230,400	\$77,205.76
21D13	Tennessee Whiskey (84/8/8)	63	66.14	4/13/2021	4.9	1,800	113,400	\$37,999.71
21E04	Tennessee Whiskey (84/8/8)	103	66.09	5/4/2021	4.8	1,800	185,400	\$62,126.51
21E05	Tennessee Whiskey (84/8/8)	138	65.93	5/5/2021	4.8	1,800	248,400	\$83,237.46
21E06	Tennessee Whiskey (84/8/8)	140	66.04	5/6/2021	4.8	1,800	252,000	\$84,443.80
21E07	Tennessee Whiskey (84/8/8)	138	65.99	5/7/2021	4.8	1,800	248,400	\$83,237.46
21E08	Tennessee Whiskey (84/8/8)	137	66.09	5/8/2021	4.8	1,800	246,600	\$82,634.29
21E10	Tennessee Whiskey (84/8/8)	135	66.04	5/10/2021	4.8	1,800	243,000	\$81,427.95
21E11	Tennessee Whiskey (84/8/8)	90	66.14	5/11/2021	4.8	1,800	162,000	\$54,285.30
21E11	Tennessee Whiskey (84/8/8)	43	65.88	5/11/2021	4.8	1,800	77,400	\$25,936.31
21F02	Tennessee Whiskey (84/8/8)	120	65.99	6/2/2021	4.7	1,800	216,000	\$72,380.40
21F02	Tennessee Whiskey (84/8/8)	6	65.99	6/2/2021	4.7	1,800	10,800	\$3,619.02

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21F03	Tennessee Whiskey (84/8/8)	79	66.04	6/3/2021	4.7	1,800	142,200	\$47,650.43
21F03	Tennessee Whiskey (84/8/8)	6	66.04	6/3/2021	4.7	1,800	10,800	\$3,619.02
21F04	Tennessee Whiskey (84/8/8)	50	66.04	6/4/2021	4.7	1,800	90,000	\$30,158.50
21F04	Tennessee Whiskey (84/8/8)	3	66.04	6/4/2021	4.7	1,800	5,400	\$1,809.51
21F07	Tennessee Whiskey (84/8/8)	56	66.04	6/7/2021	4.7	1,800	100,800	\$33,777.52
21F07	Tennessee Whiskey (84/8/8)	4	66.04	6/7/2021	4.7	1,800	7,200	\$2,412.68
21F08	Tennessee Whiskey (84/8/8)	14	62.01	6/8/2021	4.7	1,800	25,200	\$8,444.38
21F08	Tennessee Whiskey (84/8/8)	5	65.99	6/8/2021	4.7	1,800	9,000	\$3,015.85
21F09	Tennessee Whiskey (84/8/8)	116	65.99	6/9/2021	4.7	1,800	208,800	\$69,967.72
21F09	Tennessee Whiskey (84/8/8)	6	65.99	6/9/2021	4.7	1,800	10,800	\$3,619.02
21F10	Tennessee Whiskey (84/8/8)	135	65.99	6/10/2021	4.7	1,800	243,000	\$81,427.95
21F10	Tennessee Whiskey (84/8/8)	4	65.99	6/10/2021	4.7	1,800	7,200	\$2,412.68
21G02	Tennessee Whiskey (84/8/8)	134	66.09	7/2/2021	4.6	1,800	241,200	\$80,824.78
21G02	Tennessee Whiskey (84/8/8)	5	66.09	7/2/2021	4.6	1,800	9,000	\$3,015.85
21G06	Tennessee Whiskey (84/8/8)	122	66.20	7/6/2021	4.6	1,800	219,600	\$73,586.74
21G06	Tennessee Whiskey (84/8/8)	4	66.20	7/6/2021	4.6	1,800	7,200	\$2,412.68
21G07	Tennessee Whiskey (84/8/8)	119	66.04	7/7/2021	4.6	1,800	214,200	\$71,777.23
21G07	Tennessee Whiskey (84/8/8)	5	66.04	7/7/2021	4.6	1,800	9,000	\$3,015.85
21G08	Tennessee Whiskey (84/8/8)	134	66.04	7/8/2021	4.6	1,800	241,200	\$80,824.78
21G08	Tennessee Whiskey (84/8/8)	4	66.04	7/8/2021	4.6	1,800	7,200	\$2,412.68
21G09	Tennessee Whiskey (84/8/8)	135	66.04	7/9/2021	4.6	1,800	243,000	\$81,427.95
21G09	Tennessee Whiskey (84/8/8)	6	66.04	7/9/2021	4.6	1,800	10,800	\$3,619.02
21G12	Tennessee Whiskey (84/8/8)	130	65.88	7/12/2021	4.6	1,800	234,000	\$78,412.10
21G12	Tennessee Whiskey (84/8/8)	4	65.88	7/12/2021	4.6	1,800	7,200	\$2,412.68
21H03	Tennessee Whiskey (84/8/8)	51	#REF!	8/3/2021	4.6	1,800	91,800	\$30,761.67
21H03	Tennessee Whiskey (84/8/8)	3	#REF!	8/3/2021	4.6	1,800	5,400	\$1,809.51
21H04	Tennessee Whiskey (84/8/8)	133	#REF!	8/4/2021	4.5	1,800	239,400	\$80,221.61
21H04	Tennessee Whiskey (84/8/8)	5	#REF!	8/4/2021	4.5	1,800	9,000	\$3,015.85
21H05	Tennessee Whiskey (84/8/8)	126	#REF!	8/5/2021	4.5	1,800	226,800	\$75,999.42
21H05	Tennessee Whiskey (84/8/8)	3	#REF!	8/5/2021	4.5	1,800	5,400	\$1,809.51
21H06	Tennessee Whiskey (84/8/8)	132	#REF!	8/6/2021	4.5	1,800	237,600	\$79,618.44
21H06	Tennessee Whiskey (84/8/8)	4	#REF!	8/6/2021	4.5	1,800	7,200	\$2,412.68
21H09	Tennessee Whiskey (84/8/8)	133	#REF!	8/9/2021	4.5	1,800	239,400	\$80,221.61
21H09	Tennessee Whiskey (84/8/8)	4	#REF!	8/9/2021	4.5	1,800	7,200	\$2,412.68
21H10	Tennessee Whiskey (84/8/8)	131	#REF!	8/10/2021	4.5	1,800	235,800	\$79,015.27
21H10	Tennessee Whiskey (84/8/8)	4	#REF!	8/10/2021	4.5	1,800	7,200	\$2,412.68

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21H11	Tennessee Whiskey (84/8/8)	77	#REF!	8/11/2021	4.5	1,800	138,600	\$46,444.09
21H11	Tennessee Whiskey (84/8/8)	3	#REF!	8/11/2021	4.5	1,800	5,400	\$1,809.51
21H11	Tennessee Whiskey (84/8/8)	80	#REF!	8/11/2021	4.5	1,800	144,000	\$48,253.60
21H11	Tennessee Whiskey (84/8/8)	4	#REF!	8/11/2021	4.5	1,800	7,200	\$2,412.68
21I02	Tennessee Whiskey (84/8/8)	137	#REF!	9/2/2021	4.5	1,550	212,350	\$85,042.75
21I03	Tennessee Whiskey (84/8/8)	134	#REF!	9/3/2021	4.5	1,550	207,700	\$83,180.50
21I04	Tennessee Whiskey (84/8/8)	133	#REF!	9/4/2021	4.5	1,550	206,150	\$82,559.75
21I05	Tennessee Whiskey (84/8/8)	136	#REF!	9/5/2021	4.5	1,550	210,800	\$84,422.00
21I06	Tennessee Whiskey (84/8/8)	137	#REF!	9/6/2021	4.5	1,550	212,350	\$85,042.75
21I07	Tennessee Whiskey (84/8/8)	137	#REF!	9/7/2021	4.5	1,550	212,350	\$85,042.75
21I07	Tennessee Whiskey (84/8/8)	77	#REF!	9/7/2021	4.5	1,550	119,350	\$47,797.75
21J02	Tennessee Whiskey (84/8/8)	135	#REF!	10/2/2021	4.4	1,550	209,250	\$83,801.25
21J04	Tennessee Whiskey (84/8/8)	270	#REF!	10/4/2021	4.4	1,550	418,500	\$167,602.50
21J05	Tennessee Whiskey (84/8/8)	133	#REF!	10/5/2021	4.4	1,550	206,150	\$82,559.75
21J06	Tennessee Whiskey (84/8/8)	203	#REF!	10/6/2021	4.4	1,550	314,650	\$126,012.25
21J07	Tennessee Whiskey (84/8/8)	133	#REF!	10/7/2021	4.4	1,550	206,150	\$82,559.75
21J08	Tennessee Whiskey (84/8/8)	92	#REF!	10/8/2021	4.4	1,550	142,600	\$57,109.00
21K01	Tennessee Whiskey (84/8/8)	136	#REF!	11/1/2021	4.3	1,550	210,800	\$84,422.00
21K02	Tennessee Whiskey (84/8/8)	136	#REF!	11/2/2021	4.3	1,550	210,800	\$84,422.00
21K03	Tennessee Whiskey (84/8/8)	135	#REF!	11/3/2021	4.3	1,550	209,250	\$83,801.25
21K04	Tennessee Whiskey (84/8/8)	134	#REF!	11/4/2021	4.3	1,550	207,700	\$83,180.50
21K05	Tennessee Whiskey (84/8/8)	132	#REF!	11/5/2021	4.3	1,550	204,600	\$81,939.00
21K06	Tennessee Whiskey (84/8/8)	130	#REF!	11/6/2021	4.3	1,550	201,500	\$80,697.50
21K07	Tennessee Whiskey (84/8/8)	78	#REF!	11/7/2021	4.3	1,550	120,900	\$48,418.50
21K30	Tennessee Whiskey (84/8/8)	55	#REF!	11/30/2021	4.2	1,550	85,250	\$34,141.25
21L01	Tennessee Whiskey (84/8/8)	113	#REF!	12/1/2021	4.2	1,550	175,150	\$70,144.75
21L02	Tennessee Whiskey (84/8/8)	125	#REF!	12/2/2021	4.2	1,550	193,750	\$77,593.75
21L03	Tennessee Whiskey (84/8/8)	134	#REF!	12/3/2021	4.2	1,550	207,700	\$83,180.50
21L04	Tennessee Whiskey (84/8/8)	135	#REF!	12/4/2021	4.2	1,550	209,250	\$83,801.25
21L05	Tennessee Whiskey (84/8/8)	96	#REF!	12/5/2021	4.2	1,550	148,800	\$59,592.00
22A03	Tennessee Whiskey (84/8/8)	115	#REF!	1/3/2022	4.1	1,550	178,250	\$75,571.10
22A04	Tennessee Whiskey (84/8/8)	149	#REF!	1/4/2022	4.1	1,550	230,950	\$97,913.86
22A05	Tennessee Whiskey (84/8/8)	134	#REF!	1/5/2022	4.1	1,550	207,700	\$88,056.76
22A06	Tennessee Whiskey (84/8/8)	161	#REF!	1/6/2022	4.1	1,550	249,550	\$105,799.54
22A07	Tennessee Whiskey (84/8/8)	14	#REF!	1/7/2022	4.1	1,550	21,700	\$9,199.96
22A08	Tennessee Whiskey (84/8/8)	262	#REF!	1/8/2022	4.1	1,550	406,100	\$172,170.68

**All Inventory Subject to "Angel Share" Evaporation and Processing Loss

Confidential

Barrel Lot Code	Internal Spirit Type	Barrel ty	Proof Gallons per Barrel	Date Barreled	Age	Price 1/8/26	Value	Cost
22A08	Tennessee Whiskey (84/8/8)	4	#REF!	1/8/2022	4.1	1,550	6,200	\$2,628.56
22A10	Tennessee Whiskey (84/8/8)	257	#REF!	1/10/2022	4.1	1,550	398,350	\$168,884.98
22A11	Tennessee Whiskey (84/8/8)	277	#REF!	1/11/2022	4.1	1,550	429,350	\$182,027.78
22A12	Tennessee Whiskey (84/8/8)	144	#REF!	1/12/2022	4.1	1,550	223,200	\$94,628.16
22A13	Tennessee Whiskey (84/8/8)	136	#REF!	1/13/2022	4.1	1,550	210,800	\$89,371.04
22A14	Tennessee Whiskey (84/8/8)	133	#REF!	1/14/2022	4.1	1,550	206,150	\$87,399.62
22A15	Tennessee Whiskey (84/8/8)	133	#REF!	1/15/2022	4.1	1,550	206,150	\$87,399.62
22A20	Tennessee Whiskey (84/8/8)	15	#REF!	1/20/2022	4.1	1,550	23,250	\$9,857.10
22A21	Tennessee Whiskey (84/8/8)	15	58.30	1/21/2022	4.1	1,550	23,250	\$9,857.10
22A29	Tennessee Whiskey (84/8/8)	73	#REF!	1/29/2022	4.1	1,550	113,150	\$47,971.22
22B02	Tennessee Whiskey (84/8/8)	135	#REF!	2/2/2022	4.0	1,550	209,250	\$88,713.90
22B02	Tennessee Whiskey (84/8/8)	75	#REF!	2/2/2022	4.0	1,550	116,250	\$49,285.50
22B03	Tennessee Whiskey (84/8/8)	67	#REF!	2/3/2022	4.0	1,550	103,850	\$44,028.38
22B03	Tennessee Whiskey (84/8/8)	134	#REF!	2/3/2022	4.0	1,550	207,700	\$88,056.76
22B04	Tennessee Whiskey (84/8/8)	134	#REF!	2/4/2022	4.0	1,550	207,700	\$88,056.76
22B05	Tennessee Whiskey (84/8/8)	60	#REF!	2/5/2022	4.0	1,550	93,000	\$39,428.40
22B06	Tennessee Whiskey (84/8/8)	135	#REF!	2/6/2022	4.0	1,550	209,250	\$88,713.90
22B06	Tennessee Whiskey (84/8/8)	74	#REF!	2/6/2022	4.0	1,550	114,700	\$48,628.36
22B06	Tennessee Whiskey (84/8/8)	137	#REF!	2/6/2022	4.0	1,550	212,350	\$90,028.18
22B07	Tennessee Whiskey (84/8/8)	134	#REF!	2/7/2022	4.0	1,550	207,700	\$88,056.76
22B07	Tennessee Whiskey (84/8/8)	75	#REF!	2/7/2022	4.0	1,550	116,250	\$49,285.50
22B07	Tennessee Whiskey (84/8/8)	102	#REF!	2/7/2022	4.0	1,550	158,100	\$67,028.28
22B08	Tennessee Whiskey (84/8/8)	134	#REF!	2/8/2022	4.0	1,550	207,700	\$88,056.76
22B09	Tennessee Whiskey (84/8/8)	134	#REF!	2/9/2022	4.0	1,550	207,700	\$88,056.76
22B10	Tennessee Whiskey (84/8/8)	134	#REF!	2/10/2022	4.0	1,550	207,700	\$88,056.76
22B11	Tennessee Whiskey (84/8/8)	90	#REF!	2/11/2022	4.0	1,550	139,500	\$59,142.60
22B14	Tennessee Whiskey (84/8/8)	92	#REF!	2/14/2022	4.0	1,550	142,600	\$60,456.88
22B15	Tennessee Whiskey (84/8/8)	93	#REF!	2/15/2022	4.0	1,550	144,150	\$61,114.02
22B16	Tennessee Whiskey (84/8/8)	45	58.46	2/16/2022	4.0	1,550	69,750	\$29,571.30
22B18	Tennessee Whiskey (84/8/8)	62	58.46	2/18/2022	4.0	1,550	96,100	\$40,742.68
22B21	Tennessee Whiskey (84/8/8)	77	58.41	2/21/2022	4.0	1,550	119,350	\$50,599.78
22E02	Tennessee Whiskey (84/8/8)	158	58.66	5/2/2022	3.8	1,550	244,900	\$103,828.12
22E03	Tennessee Whiskey (84/8/8)	136	58.62	5/3/2022	3.8	1,550	210,800	\$89,371.04
22E04	Tennessee Whiskey (84/8/8)	137	58.46	5/4/2022	3.8	1,550	212,350	\$90,028.18
22E05	Tennessee Whiskey (84/8/8)	138	58.72	5/5/2022	3.8	1,550	213,900	\$90,685.32
22E06	Tennessee Whiskey (84/8/8)	139	58.72	5/6/2022	3.8	1,550	215,450	\$91,342.46

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Confidential

Barrel Lot Code	Internal Spirit Type	Barrel ty	Proof Gallons per Barrel	Date Barreled	Age	Price 1/8/26	Value	Cost
22E07	Tennessee Whiskey (84/8/8)	137	58.62	5/7/2022	3.8	1,550	212,350	\$90,028.18
22E08	Tennessee Whiskey (84/8/8)	105	58.72	5/8/2022	3.8	1,550	162,750	\$68,999.70
22E09	Tennessee Whiskey (84/8/8)	137	58.67	5/9/2022	3.8	1,550	212,350	\$90,028.18
22E10	Tennessee Whiskey (84/8/8)	275	58.62	5/10/2022	3.8	1,550	426,250	\$180,713.50
22E11	Tennessee Whiskey (84/8/8)	138	58.62	5/11/2022	3.8	1,550	213,900	\$90,685.32
22E12	Tennessee Whiskey (84/8/8)	136	58.62	5/12/2022	3.8	1,550	210,800	\$89,371.04
22E13	Tennessee Whiskey (84/8/8)	137	58.51	5/13/2022	3.8	1,550	212,350	\$90,028.18
22E14	Tennessee Whiskey (84/8/8)	107	58.72	5/14/2022	3.8	1,550	165,850	\$70,313.98
22E15	Tennessee Whiskey (84/8/8)	120	58.72	5/15/2022	3.8	1,550	186,000	\$78,856.80
22G01	Tennessee Whiskey (84/8/8)	92	58.62	7/1/2022	3.6	1,550	142,600	\$60,456.88
22G05	Tennessee Whiskey (84/8/8)	263	58.62	7/5/2022	3.6	1,550	407,650	\$172,827.82
22G06	Tennessee Whiskey (84/8/8)	136	58.67	7/6/2022	3.6	1,550	210,800	\$89,371.04
22G07	Tennessee Whiskey (84/8/8)	134	58.57	7/7/2022	3.6	1,550	207,700	\$88,056.76
22G08	Tennessee Whiskey (84/8/8)	224	58.67	7/8/2022	3.6	1,550	347,200	\$147,199.36
22G09	Tennessee Whiskey (84/8/8)	137	58.57	7/9/2022	3.6	1,550	212,350	\$90,028.18
22G10	Tennessee Whiskey (84/8/8)	137	58.51	7/10/2022	3.6	1,550	212,350	\$90,028.18
22G11	Tennessee Whiskey (84/8/8)	136	58.67	7/11/2022	3.6	1,550	210,800	\$89,371.04
22G12	Tennessee Whiskey (84/8/8)	136	58.51	7/12/2022	3.6	1,550	210,800	\$89,371.04
22G13	Tennessee Whiskey (84/8/8)	136	58.67	7/13/2022	3.6	1,550	210,800	\$89,371.04
22G14	Tennessee Whiskey (84/8/8)	274	58.64	7/14/2022	3.6	1,550	424,700	\$180,056.36
22G15	Tennessee Whiskey (84/8/8)	144	58.62	7/15/2022	3.6	1,550	223,200	\$94,628.16
22I02	Tennessee Whiskey (84/8/8)	137	58.57	9/2/2022	3.5	1,125	154,125	\$90,028.18
22I03	Tennessee Whiskey (84/8/8)	140	58.57	9/3/2022	3.5	1,125	157,500	\$91,999.60
22I04	Tennessee Whiskey (84/8/8)	139	58.67	9/4/2022	3.5	1,125	156,375	\$91,342.46
22I09	Tennessee Whiskey (84/8/8)	7	66.14	9/9/2022	3.4	1,125	7,875	\$4,599.98
22I12	Tennessee Whiskey (84/8/8)	138	58.51	9/12/2022	3.4	1,125	155,250	\$90,685.32
22I13	Tennessee Whiskey (84/8/8)	138	58.67	9/13/2022	3.4	1,125	155,250	\$90,685.32
22I14	Tennessee Whiskey (84/8/8)	137	58.72	9/14/2022	3.4	1,125	154,125	\$90,028.18
22I15	Tennessee Whiskey (84/8/8)	137	58.57	9/15/2022	3.4	1,125	154,125	\$90,028.18
22I16	Tennessee Whiskey (84/8/8)	138	58.72	9/16/2022	3.4	1,125	155,250	\$90,685.32
22I17	Tennessee Whiskey (84/8/8)	137	58.67	9/17/2022	3.4	1,125	154,125	\$90,028.18
22I19	Tennessee Whiskey (84/8/8)	274	58.62	9/19/2022	3.4	1,125	308,250	\$180,056.36
22I20	Tennessee Whiskey (84/8/8)	93	58.57	9/20/2022	3.4	1,125	104,625	\$61,114.02
22I20	Tennessee Whiskey (84/8/8)	43	58.62	9/20/2022	3.4	1,125	48,375	\$28,257.02
22I21	Tennessee Whiskey (84/8/8)	137	58.46	9/21/2022	3.4	1,125	154,125	\$90,028.18
22I21	Tennessee Whiskey (84/8/8)	129	58.51	9/21/2022	3.4	1,125	145,125	\$84,771.06

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Barrel Lot Code	Internal Spirit Type	Barrel ty	Proof Gallons per Barrel	Date Barreled	Age	Price 1/8/26	Value	Cost
22I22	Tennessee Whiskey (84/8/8)	137	58.72	9/22/2022	3.4	1,125	154,125	\$90,028.18
22I23	Tennessee Whiskey (84/8/8)	137	58.67	9/23/2022	3.4	1,125	154,125	\$90,028.18
22I24	Tennessee Whiskey (84/8/8)	58	58.78	9/24/2022	3.4	1,125	65,250	\$38,114.12
22K12	Tennessee Whiskey (84/8/8)	103	58.67	11/12/2022	3.3	1,125	115,875	\$67,685.42
22K14	Tennessee Whiskey (84/8/8)	268	58.64	11/14/2022	3.3	1,125	301,500	\$176,113.52
22K15	Tennessee Whiskey (84/8/8)	135	58.51	11/15/2022	3.3	1,125	151,875	\$88,713.90
22K16	Tennessee Whiskey (84/8/8)	133	58.56	11/16/2022	3.3	1,125	149,625	\$87,399.62
22K17	Tennessee Whiskey (84/8/8)	134	58.72	11/17/2022	3.3	1,125	150,750	\$88,056.76
22K18	Tennessee Whiskey (84/8/8)	265	58.72	11/18/2022	3.3	1,125	298,125	\$174,142.10
22K19	Tennessee Whiskey (84/8/8)	134	58.56	11/19/2022	3.3	1,125	150,750	\$88,056.76
22K21	Tennessee Whiskey (84/8/8)	270	58.70	11/21/2022	3.2	1,125	303,750	\$177,427.80
22K22	Tennessee Whiskey (84/8/8)	133	58.56	11/22/2022	3.2	1,125	149,625	\$87,399.62
22K23	Tennessee Whiskey (84/8/8)	268	58.67	11/23/2022	3.2	1,125	301,500	\$176,113.52
22K24	Tennessee Whiskey (84/8/8)	132	58.56	11/24/2022	3.2	1,125	148,500	\$86,742.48
22K25	Tennessee Whiskey (84/8/8)	132	58.62	11/25/2022	3.2	1,125	148,500	\$86,742.48
22K26	Tennessee Whiskey (84/8/8)	118	58.56	11/26/2022	3.2	1,125	132,750	\$77,542.52
22L22	Tennessee Whiskey (84/8/8)	24	58.46	12/22/2022	3.2	1,125	27,000	\$15,771.36
22L31	Tennessee Whiskey (84/8/8)	26	58.72	12/31/2022	3.1	1,125	29,250	\$17,447.82
23A13	Tennessee Whiskey (84/8/8)	136	58.41	1/13/2023	3.1	1,125	153,000	\$98,394.64
23A14	Tennessee Whiskey (84/8/8)	135	58.72	1/14/2023	3.1	1,125	151,875	\$97,671.15
23A16	Tennessee Whiskey (84/8/8)	272	58.64	1/16/2023	3.1	1,125	306,000	\$196,789.28
23A17	Tennessee Whiskey (84/8/8)	132	58.67	1/17/2023	3.1	1,125	148,500	\$95,500.68
23A18	Tennessee Whiskey (84/8/8)	114	58.62	1/18/2023	3.1	1,125	128,250	\$82,477.86
23A19	Tennessee Whiskey (84/8/8)	262	58.62	1/19/2023	3.1	1,125	294,750	\$189,554.38
23A20	Tennessee Whiskey (84/8/8)	132	58.67	1/20/2023	3.1	1,125	148,500	\$95,500.68
23A21	Tennessee Whiskey (84/8/8)	99	58.72	1/21/2023	3.1	1,125	111,375	\$71,625.51
23B14	Tennessee Whiskey (84/8/8)	132	58.72	2/14/2023	3.0	1,125	148,500	\$95,500.68
23B14	Tennessee Whiskey (84/8/8)	134	58.62	2/14/2023	3.0	1,125	150,750	\$96,947.66
23B15	Tennessee Whiskey (84/8/8)	134	58.62	2/15/2023	3.0	1,125	150,750	\$96,947.66
23B16	Tennessee Whiskey (84/8/8)	134	58.73	2/16/2023	3.0	1,125	150,750	\$96,947.66
23B17	Tennessee Whiskey (84/8/8)	134	58.78	2/17/2023	3.0	1,125	150,750	\$96,947.66
23B17	Tennessee Whiskey (84/8/8)	133	58.67	2/17/2023	3.0	1,125	149,625	\$96,224.17
23B18	Tennessee Whiskey (84/8/8)	135	58.72	2/18/2023	3.0	1,125	151,875	\$97,671.15
23B20	Tennessee Whiskey (84/8/8)	135	58.62	2/20/2023	3.0	1,125	151,875	\$97,671.15
23B20	Tennessee Whiskey (84/8/8)	131	58.57	2/20/2023	3.0	1,125	147,375	\$94,777.19
23C25	Tennessee Whiskey (84/8/8)	136	58.57	3/25/2023	2.9	1,125	153,000	\$98,394.64

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23C27	Tennessee Whiskey (84/8/8)	135	58.57	3/27/2023	2.9	1,125	151,875	\$97,671.15
23C27	Tennessee Whiskey (84/8/8)	133	58.46	3/27/2023	2.9	1,125	149,625	\$96,224.17
23C28	Tennessee Whiskey (84/8/8)	135	58.57	3/28/2023	2.9	1,125	151,875	\$97,671.15
23C29	Tennessee Whiskey (84/8/8)	135	58.51	3/29/2023	2.9	1,125	151,875	\$97,671.15
23C30	Tennessee Whiskey (84/8/8)	134	58.57	3/30/2023	2.9	1,125	150,750	\$96,947.66
23C30	Tennessee Whiskey (84/8/8)	134	58.62	3/30/2023	2.9	1,125	150,750	\$96,947.66
23C31	Tennessee Whiskey (84/8/8)	267	58.57	3/31/2023	2.9	1,125	300,375	\$193,171.83
23C31	Tennessee Whiskey (84/8/8)	34	58.72	3/31/2023	2.9	1,125	38,250	\$24,598.66
23D03	Tennessee Whiskey (84/8/8)	133	58.78	4/3/2023	2.9	1,125	149,625	\$96,224.17
23D03	Tennessee Whiskey (84/8/8)	132	58.67	4/3/2023	2.9	1,125	148,500	\$95,500.68
23D04	Tennessee Whiskey (84/8/8)	136	58.51	4/4/2023	2.9	1,125	153,000	\$98,394.64
23D05	Tennessee Whiskey (84/8/8)	54	58.67	4/5/2023	2.9	1,125	60,750	\$39,068.46
23D05	Tennessee Whiskey (84/8/8)	81	58.72	4/5/2023	2.9	1,125	91,125	\$58,602.69
23D06	Tennessee Whiskey (84/8/8)	134	58.57	4/6/2023	2.9	1,125	150,750	\$96,947.66
23D06	Tennessee Whiskey (84/8/8)	136	58.62	4/6/2023	2.9	1,125	153,000	\$98,394.64
23D07	Tennessee Whiskey (84/8/8)	135	58.67	4/7/2023	2.9	1,125	151,875	\$97,671.15
23D08	Tennessee Whiskey (84/8/8)	136	58.62	4/8/2023	2.9	1,125	153,000	\$98,394.64
23D10	Tennessee Whiskey (84/8/8)	135	58.46	4/10/2023	2.9	1,125	151,875	\$97,671.15
23D10	Tennessee Whiskey (84/8/8)	137	58.62	4/10/2023	2.9	1,125	154,125	\$99,118.13
23D11	Tennessee Whiskey (84/8/8)	54	58.62	4/11/2023	2.9	1,125	60,750	\$39,068.46
23E18	Tennessee Whiskey (84/8/8)	136	58.67	5/18/2023	2.8	1,125	153,000	\$98,394.64
23E19	Tennessee Whiskey (84/8/8)	136	58.67	5/19/2023	2.8	1,125	153,000	\$98,394.64
23E20	Tennessee Whiskey (84/8/8)	137	58.47	5/20/2023	2.8	1,125	154,125	\$99,118.13
23E22	Tennessee Whiskey (84/8/8)	136	58.57	5/22/2023	2.8	1,125	153,000	\$98,394.64
23E22	Tennessee Whiskey (84/8/8)	135	58.67	5/22/2023	2.8	1,125	151,875	\$97,671.15
23E23	Tennessee Whiskey (84/8/8)	159	58.72	5/23/2023	2.7	1,125	178,875	\$115,034.91
23E24	Tennessee Whiskey (84/8/8)	129	58.83	5/24/2023	2.7	1,125	145,125	\$93,330.21
23E25	Tennessee Whiskey (84/8/8)	101	58.78	5/25/2023	2.7	1,125	113,625	\$73,072.49
23E26	Tennessee Whiskey (84/8/8)	101	58.72	5/26/2023	2.7	1,125	113,625	\$73,072.49
23F07	Tennessee Whiskey (84/8/8)	138	58.72	6/7/2023	2.7	1,125	155,250	\$99,841.62
23F08	Tennessee Whiskey (84/8/8)	135	58.62	6/8/2023	2.7	1,125	151,875	\$97,671.15
23F09	Tennessee Whiskey (84/8/8)	134	58.57	6/9/2023	2.7	1,125	150,750	\$96,947.66
23F09	Tennessee Whiskey (84/8/8)	135	58.67	6/9/2023	2.7	1,125	151,875	\$97,671.15
23F10	Tennessee Whiskey (84/8/8)	135	58.62	6/10/2023	2.7	1,125	151,875	\$97,671.15
23F12	Tennessee Whiskey (84/8/8)	137	58.62	6/12/2023	2.7	1,125	154,125	\$99,118.13
23F12	Tennessee Whiskey (84/8/8)	136	58.78	6/12/2023	2.7	1,125	153,000	\$98,394.64

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Barrel Lot Code	Internal Spirit Type	Barrel ty	Proof Gallons per Barrel	Date Barreled	Age	Price 1/8/26	Value	Cost
23F13	Tennessee Whiskey (84/8/8)	135	58.62	6/13/2023	2.7	1,125	151,875	\$97,671.15
23F13	Tennessee Whiskey (84/8/8)	61	58.67	6/13/2023	2.7	1,125	68,625	\$44,132.89
23F22	Tennessee Whiskey (84/8/8)	55	58.62	6/22/2023	2.7	1,125	61,875	\$39,791.95
23I26	Tennessee Whiskey (84/8/8)	138	58.67	9/26/2023	2.4	1,100	151,800	\$99,841.62
23I27	Tennessee Whiskey (84/8/8)	133	58.67	9/27/2023	2.4	1,100	146,300	\$96,224.17
23I28	Tennessee Whiskey (84/8/8)	14	58.67	9/28/2023	2.4	1,100	15,400	\$10,128.86
23I28	Tennessee Whiskey (84/8/8)	133	58.62	9/28/2023	2.4	1,100	146,300	\$96,224.17
23I29	Tennessee Whiskey (84/8/8)	131	58.51	9/29/2023	2.4	1,100	144,100	\$94,777.19
23I29	Tennessee Whiskey (84/8/8)	132	58.78	9/29/2023	2.4	1,100	145,200	\$95,500.68
23I30	Tennessee Whiskey (84/8/8)	117	58.57	9/30/2023	2.4	1,100	128,700	\$84,648.33
23I30	Tennessee Whiskey (84/8/8)	105	58.72	9/30/2023	2.4	1,100	115,500	\$75,966.45
Total:		55,217					79,197,000.00	34,653,678.02

Barrel Lot Code	Internal Spirit Type	Barrel ty	Proof Gallons per Barrel	Date Barreled	Age			Cost
18J13	UN Project-Silver	65	65.83	10/13/2018	7.4	2,200	143,000	\$41,915.90
18J15	UN Project-Silver	31	65.83	10/15/2018	7.4	2,200	68,200	\$19,990.66
Total:		96					211,200.00	61,906.56

Barrel Lot Code	Internal Spirit Type	Barrel ty	Proof Gallons per Barrel	Date Barreled	Age			Cost
20J31	UN Rye 68%	63	65.93	10/31/2020	5.3	1,900	119,700	\$40,539.24
Total:		63					119,700.00	40,539.24

Total Barrel Amount:		55,376					79,527,900.00	34,756,123.82
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**All Inventory Subject to "Angel Share" Evaporation and Processing Loss

Previously Procured Inventory

Detailed Overview

Lot Code	Internal Spirit Type	Quantity	Proof Gallons per Barrel	Date Barreled	Age	Price 1/8/26	Total Value
12G09	Tennessee Whiskey	1	61.2	7/9/2012	13.6	5,000	5,000
12G17	Tennessee Whiskey	1	61	7/17/2012	13.6	5,000	5,000
18F06	Tennessee Whiskey	6	58.45	6/6/2018	7.7	2,200	13,200
18F11	Rye Whiskey	50	65.52	6/11/2018	7.7	2,800	140,000
18J26	Rye Whiskey	20	65.36	10/26/2018	7.3	2,800	56,000
18K02	Rye Whiskey	6	65.36	11/2/2018	7.3	2,800	16,800
18K26	Rye Whiskey	30	65.36	11/26/2018	7.2	2,800	84,000
20B25	UN Project	23	62.65	2/25/2020	6.0	2,150	49,450
20B25'	UN Project #74252	1	16.28	2/25/2020	6.0	2,150	2,150
Total Aged Barrels:		138					371,600.00

Bulk Whiskey Inventory Details

Tote Inventory

Tote Number	Internal Spirit Type	Lot Code	Proof	Wine Gallons	Proof Gallons
SH-PRC-15	1820 Dumped Single Barrel	05A21	95.7	30.97	29.64
R573	1884 Blended Whiskey	Blended	93	103.20	95.98
D329	1884 Blended Whiskey	Blended	94.2	66.34	62.49
NDG-3	1884 Blended Whiskey	Blended	93	305.24	283.87
101	UN 16 YR	03I25/03I23	103.5	10.19	10.55
195	Tennessee Whiskey (80/10/10) 4YR	19C15/19G04	124.2	293.50	364.53
Drum-UN 1	Tennessee Whiskey (84/8/8)	20B27	121.9	43.22	52.69
T-173	Batch Nearest Green		83.8	104.30	87.4
T-200	Tennessee Whiskey (80/10/10)		120.6	337.07	406.51
T12	Tennessee Whiskey (80/10/10)		121.9	117.93	143.76
Total:				1,411.97	1,537.42

Total Tank/Tote:				1,411.97	1,537.42
-------------------------	--	--	--	-----------------	-----------------

Tank Inventory

Tank Name	Internal Spirit Type	Lot Code	Proof	Wine Gallons	Proof Gallons
Total:				0.00	0.00

1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
1820 Single Barrel	117	53	6/8/2021 4 yrs 225 days	1,800
UN UNCUT/UNFILTERI	124	53	6/29/2017 8 yrs 51 days	2,450
UN UNCUT/UNFILTERI	124	53	6/29/2017 8 yrs 51 days	2,450
UN UNCUT/UNFILTERI	124.7	53	12/5/2017 8 yrs 45 days	2,450
Single Barrel Rye	125	55	11/2/2018 7 yrs 79 days	2,800
Single Barrel Rye	125	55	11/2/2018 7 yrs 79 days	2,800
Single Barrel Rye	125	55	11/2/2018 7 yrs 79 days	2,800
Single Barrel Rye	125	55	11/2/2018 7 yrs 79 days	2,800
Single Barrel Rye	125	55	11/2/2018 7 yrs 79 days	2,800
Single Barrel Rye	124.5	55	11/26/2018 7 yrs 55 days	2,800
Single Barrel Rye	124.5	55	11/26/2018 7 yrs 55 days	2,800
Single Barrel Rye	124.5	55	11/26/2018 7 yrs 55 days	2,800
Single Barrel Rye	124.5	55	11/26/2018 7 yrs 55 days	2,800
Single Barrel Rye	124.5	55	11/26/2018 7 yrs 55 days	2,800
Single Barrel Rye	124.5	55	11/26/2018 7 yrs 55 days	2,800
Single Barrel Rye	124.5	55	11/26/2018 7 yrs 55 days	2,800
Single Barrel Rye	124.5	55	11/26/2018 7 yrs 55 days	2,800

Single Barrel	125	53	5/31/2017	8 yrs 233 days	2,250
Single Barrel	125	53	5/31/2017	8 yrs 233 days	2,250
Single Barrel	125	53	5/31/2017	8 yrs 233 days	2,250
1884	124.4	53	11/27/2018	7 yrs 54 days	2,200
1884	124.4	53	11/19/2019	6 yrs 62 days	2,200
1884	124.9	53	7/4/2019	6 yrs 200 days	2,200
1884	124.5	53	7/16/2019	6 yrs 188 days	2,200
1884	124.5	53	7/16/2019	6 yrs 188 days	2,200
1884	124.5	53	7/16/2019	6 yrs 188 days	2,200
1884	124.5	53	7/16/2019	6 yrs 188 days	2,200
1884	124.8	53	7/17/2019	6 yrs 187 days	2,200
1884	124.8	53	7/17/2019	6 yrs 187 days	2,200
1884	124.4	53	7/18/2019	6 yrs 186 days	2,200
1884	125	53	5/30/2017	8 yrs 234 days	2,250
1884	124.5	53	11/21/2018	7 yrs 60 days	2,200
1884	124.5	53	11/26/2018	7 yrs 55 days	2,200
1884	124.5	53	11/26/2018	7 yrs 55 days	2,200
1884	124.6	53	7/5/2019	6 yrs 199 days	2,200
1884	124.6	53	7/5/2019	6 yrs 199 days	2,200
1884	124.6	53	7/5/2019	6 yrs 199 days	2,200
1884	124.4	53	3/20/2019	6 yrs 306 days	2,250
1884	124.4	53	11/27/2018	7 yrs 54 days	2,250
1884	124.5	53	8/9/2019	6 yrs 164 days	2,200
1884	124.6	53	9/9/2019	6 yrs 133 days	2,200
1884	124.6	53	7/5/2019	6 yrs 199 days	2,200
1884	124.8	53	9/12/2019	6 yrs 130 days	2,200
1884	124.8	53	9/12/2019	6 yrs 130 days	2,200
1884	124.1	53	8/8/2019	6 yrs 165 days	2,200
1884	124.1	53	8/8/2019	6 yrs 165 days	2,200
1884	124.1	53	8/8/2019	6 yrs 165 days	2,200
1884	124.1	53	8/8/2019	6 yrs 165 days	2,200
1884	124.1	53	8/8/2019	6 yrs 165 days	2,200

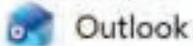
1856	124.6	53	1/28/2020	5 yrs 357 days	2,150
1856	124.6	53	1/28/2020	5 yrs 357 days	2,150
1856	124.6	53	1/28/2020	5 yrs 357 days	2,150
1856	124.6	53	1/28/2020	5 yrs 357 days	2,150
1856	124.6	53	1/28/2020	5 yrs 357 days	2,150
1856	124.6	53	1/28/2020	5 yrs 357 days	2,150
1856	124.8	53	10/7/2019	6 yrs 105 days	2,150
1856	124.8	53	10/7/2019	6 yrs 105 days	2,150
1856	124.8	53	10/7/2019	6 yrs 105 days	2,150
1856	124.3	53	8/9/2019	6 yrs 164 days	2,150
1856	124.3	53	8/9/2019	6 yrs 164 days	2,150
1856	124.3	53	8/9/2019	6 yrs 164 days	2,150
1856	124.3	53	8/9/2019	6 yrs 164 days	2,150
1856	124.4	53	7/22/2019	6 yrs 182 days	2,150
1856	124.4	53	7/22/2019	6 yrs 182 days	2,150
1856	124.5	53	7/31/2019	6 yrs 173 days	2,150
1856	124.5	53	7/31/2019	6 yrs 173 days	2,150
1856	124.6	53	8/12/2019	6 yrs 161 days	2,150
1856	124.6	53	8/12/2019	6 yrs 161 days	2,150
1856	124.6	53	8/12/2019	6 yrs 161 days	2,150
1856	124.6	53	8/12/2019	6 yrs 161 days	2,150
1856	124.6	53	8/12/2019	6 yrs 161 days	2,150
1856	124.6	53	8/12/2019	6 yrs 161 days	2,150
1856	124.6	53	8/12/2019	6 yrs 161 days	2,150
1856	124.6	53	8/12/2019	6 yrs 161 days	2,150
1856	124.6	53	8/12/2019	6 yrs 161 days	2,150
1856	124.6	53	8/12/2019	6 yrs 161 days	2,150
1856	124.6	53	8/12/2019	6 yrs 161 days	2,150
1856	124.6	53	8/12/2019	6 yrs 161 days	2,150
1856	124.8	53	8/22/2019	6 yrs 151 days	2,150
1856	124.8	53	8/22/2019	6 yrs 151 days	2,150
1856	124.8	53	8/6/2019	6 yrs 167 days	2,150
1856	124.8	53	8/6/2019	6 yrs 167 days	2,150
1856	124.8	53	8/6/2019	6 yrs 167 days	2,150

1856	124.8	53	8/6/2019 6 yrs 167 days	2,150
1856	124.8	53	8/6/2019 6 yrs 167 days	2,150
1856	124.8	53	8/6/2019 6 yrs 167 days	2,150
1856	124.8	53	8/6/2019 6 yrs 167 days	2,150
1856	124.8	53	8/6/2019 6 yrs 167 days	2,150
1856	124.8	53	8/6/2019 6 yrs 167 days	2,150
1856	124.9	53	8/7/2019 6 yrs 166 days	2,150
1856	124.9	53	8/7/2019 6 yrs 166 days	2,150
1856	124.9	53	8/7/2019 6 yrs 166 days	2,150
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.8	53	11/3/2020 5 yrs 77 days	1,800
1884	124.7	53	6/4/2020 5 yrs 229 days	1,800
1884	124.7	53	6/4/2020 5 yrs 229 days	1,800
1884	125	53	7/14/2020 5 yrs 189 days	1,800

1884	124	53	10/8/2020 5 yrs 103 days	1,800
1884	124	53	10/8/2020 5 yrs 103 days	1,800
1884	124	53	10/8/2020 5 yrs 103 days	1,800
1884	124	53	10/8/2020 5 yrs 103 days	1,800
1884	124	53	10/8/2020 5 yrs 103 days	1,800
1884	124	53	10/8/2020 5 yrs 103 days	1,800

Total Barrels	644			1,294,850
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EXHIBIT K



Fw: KPMG Tax Compliance information Uncle Nearest/ Receivership Prior year tax filings

From Fawn Weaver <[REDACTED]>
Date Thu 2/19/2026 3:48 PM
To Fawn Weaver <[REDACTED]>

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

From: **Mark Ruday** <[REDACTED]@newpointadvisors.us>
Date: Fri, Dec 5, 2025 at 12:23 PM
Subject: RE: KPMG Tax Compliance information Uncle Nearest/ Receivership Prior year tax filings
To: [REDACTED] <[REDACTED]@kpmg.com>, Tim Stone <[REDACTED]@newpointadvisors.us>, [REDACTED]@thompsonburton.com <[REDACTED]@thompsonburton.com>
Cc: Keith Weaver <[REDACTED]>, [REDACTED] <[REDACTED]@kpmg.com>

[REDACTED]

We are inquiring about this activity and will follow up with you shortly.

Mark J. Ruday
Managing Director
Newpoint Advisors Corporation
(704) 635-[REDACTED]
[REDACTED]@newpointadvisors.us
www.newpointadvisors.us

Newpoint Advisors Corporation is a North American financial advisory firm dedicated to improving troubled and financially underperforming businesses with revenues of \$5-50MM for a fixed fee and on a fixed timeline. Since 2013, Newpoint has recovered \$1,620,000,000 in debt and saved 14,731 jobs.

From: [REDACTED] <[REDACTED]@KPMG.com>
Sent: Friday, December 5, 2025 9:50 AM
To: Mark Ruday <[REDACTED]@newpointadvisors.us>; Tim Stone <[REDACTED]@newpointadvisors.us>;
 [REDACTED]@thompsonburton.com
Cc: Keith Weaver <[REDACTED]>; [REDACTED] <[REDACTED]@KPMG.com>
Subject: RE: KPMG Tax Compliance information Uncle Nearest/ Receivership Prior year tax filings

Mark

I wanted to follow up on the prior year tax return preparation project.

[REDACTED]
 [REDACTED]
 Senior Managing Director

[REDACTED]
 KPMG LLP | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED]
 Office [REDACTED]
 Mobile [REDACTED] (New Work Cell)
 Email: [REDACTED]@kpmg.com



From: [REDACTED] <[REDACTED]@KPMG.com>

Sent: Monday, November 3, 2025 9:29 AM

To: Tim Stone <[REDACTED]@newpointadvisors.us>; Mark Ruday <[REDACTED]@newpointadvisors.us>;
 [REDACTED]@thompsonburton.com
Cc: Keith Weaver <[REDACTED]>; [REDACTED] <[REDACTED]@KPMG.com>
Subject: RE: KPMG Tax Compliance information Uncle Nearest/ Receivership Prior year tax filings

Tim/Mark:

We want to check in and see if you had an idea when you will be ready for us to prepare the historic tax returns.

Thank you

[REDACTED]
 [REDACTED]
 Senior Managing Director

[REDACTED]
 KPMG LLP | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED]
 Office [REDACTED]
 Mobile [REDACTED] (New Work Cell)
 Email: [REDACTED]@kpmg.com



From: [REDACTED]
Sent: Thursday, October 2, 2025 10:25 AM
To: Tim Stone <[REDACTED]@newpointadvisors.us>; Mark Ruday <[REDACTED]@newpointadvisors.us>; [REDACTED]@thompsonburton.com
Cc: Keith Weaver <[REDACTED]>
Subject: KPMG Tax Compliance information Uncle Nearest/ Receivership Prior year tax filings

Tim/Mark

I want to follow up on your status in the financial review engagement and see if you could let us know when you anticipate needing KPMG to prepare and file the historic tax returns.

Thank you

[REDACTED]
 [REDACTED]
 Senior Managing Director

[REDACTED]
 KPMG LLP | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED]
 Office [REDACTED]
 Mobile [REDACTED] (New Work Cell)
 Email: [REDACTED]@kpmg.com



From: [REDACTED]
Sent: Wednesday, September 3, 2025 5:08 PM
To: [REDACTED] [newpointadvisors.us](mailto:[REDACTED]@newpointadvisors.us); [REDACTED] [newpointadvisors.us](mailto:[REDACTED]@newpointadvisors.us)
Cc: Keith Weaver <[REDACTED]>; [REDACTED] <[REDACTED]> <[REDACTED]@KPMG.com>; [REDACTED] [thompsonburton.com](mailto:[REDACTED]@thompsonburton.com)
Subject: KPMG Tax Compliance information Uncle Nearest/ Receivership

Tim/Mark/Carin

Attached is the engagement letter for tax consulting services with Uncle Nearest and the summary of information necessary to prepare the returns for the company.

I have also enclosed the transcripts from the IRS we discussed.

We look forward to working with you and do not hesitate to contact us.

[REDACTED]
 [REDACTED]
 Senior Managing Director

[REDACTED]
 KPMG LLP | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED]
 Office [REDACTED]
 Mobile [REDACTED] (New Work Cell)
 Email: [REDACTED] [kpmg.com](mailto:[REDACTED]@kpmg.com)



From: [REDACTED]
Sent: Thursday, July 24, 2025 8:51 AM
To: Keith Weaver <[REDACTED]>
Cc: Orabi, Ashraf A <aoarabi@KPMG.com>; [REDACTED] <[REDACTED]@KPMG.com>
Subject: KPMG Tax Compliance information request for Uncle Nearest

Keith:

After reviewing your organizational chart and the draft returns, we have prepared a list of the information we need to review to accurately prepare the tax returns for all the various companies for the 2018 to 2024 tax years.

I want to introduce you to another member of the KPMG team, Ashraf Orabi, a tax senior manager who will be working with me and [REDACTED] on the preparation of these business tax returns.

Please feel free to forward the list to Carlos on your finance team and Ashraf and I will work directly with him to prepare these returns.

Let me know if you have any questions. We look forward to seeing you in Atlanta on Tuesday.

[REDACTED]
 Senior Managing Director

[REDACTED]

KPMG LLP | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED]

Office [REDACTED]

Mobile [REDACTED] (New Work Cell)

Email: [REDACTED]@kpmg.com

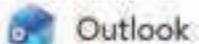


Any advice in this communication is limited to the conclusions specifically set forth herein and is based on the completeness and accuracy of the stated facts, assumptions and/or representations included. In rendering our advice, we may consider tax authorities that are subject to change, retroactively and/or prospectively, and any such changes could affect the validity of our advice. We will not update our advice for subsequent changes or modifications to the laws and regulations, or to the judicial and administrative interpretations thereof. The advice or other information in this document was prepared for the sole benefit of KPMG's client and may not be relied upon by any other person or organization. KPMG accepts no responsibility or liability in respect of this document to any person or organization other than KPMG's client.

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Fwd: Meeting the Uncle Nearest Team

From Keith Weaver <[redacted]>
Date Wed 2/18/2026 9:29 PM
To Fawn Weaver <[redacted]>

Forwarded message

From: **Keith Weaver** <[redacted]>
Date: Wed, Feb 18, 2026 at 8:28 PM
Subject: Fwd: Meeting the Uncle Nearest Team
To: <[redacted]>

Forwarded message

From: **Keith Weaver** <[redacted]>
Date: Wed, Sep 3, 2025 at 2:32 PM
Subject: Meeting the Uncle Nearest Team
To: [redacted] <[redacted]@kpmg.com>, [redacted] <[redacted]@kpmg.com>
Cc: <[redacted]@thompsonburton.com>, Tim Stone <[redacted]@newpointadvisors.us>, Mark Ruday <[redacted]@newpointadvisors.us>

Hi [redacted]

By way of introduction here, please meet our receiver team Phillip, Tim, and Mark. I shared with them the findings of your Uncle Nearest transcript pull and an approach to our tax filing strategy.

Feel free to discuss any and all with them.

[redacted] I know I owe you a follow up on our [redacted]. I will handle that shortly.

Best,
KW

**Uncle Nearest, Inc.
Analysis of Cash Flow**

Data from Larin Affidavit - Exhibit 4

	WE 4/18	WE 4/25	WE 5/2	WE 5/9	WE 5/16	WE 5/23	WE 5/30	WE 6/6	WE 6/13	Recent 4-Week Average
Total Cash In	\$ 377,542	\$ 324,062	\$ 212,099	\$ 287,765	\$ 174,980	\$ 295,739	\$ 1,130,591	\$ 272,995	\$ 802,386	
Other / Uncategorized	(89,413)	(187,095)	(383,734)	(11,671)	(49,157)	(49,029)	(71,676)	(212,261)	(3,070)	
Other Obligations	(69,950)	(69,950)	(69,950)	(69,950)	(69,950)	(82,024)	-	(139,900)	(69,950)	
Total Operating Disbursements	(784,676)	(910,056)	(578,693)	(927,476)	(346,466)	(177,568)	(634,333)	(574,472)	(159,413)	\$ (1,545,786)
Net Operating Cash Flows Per Exhibit 4	(407,134)	(585,994)	(366,594)	(639,711)	(171,486)	118,171	496,258	(301,477)	642,973	
Net Operating Cash Flows Net of "Other"	(247,771)	(328,949)	87,090	(558,090)	(52,379)	249,224	567,934	50,684	715,993	
Cumulative Net Operating Cash Flows Net of "Other"	\$ (247,771)	\$ (576,720)	\$ (241,859)	\$ (471,000)	\$ (610,469)	\$ 196,845	\$ 817,158	\$ 618,618	\$ 766,677	

Average weekly cash gain of **\$ 85,186**

Analysis of Change in Cash Flow

Actual Data From Dec 10, 2025 Newpoint Cash Flow (Movant's Exhibit 5)

	WE 11/16	WE 11/23	WE 11/30	WE 12/07	
Total Operating Disbursements	\$ (153,088)	\$ (605,914)	\$ (229,772)	\$ (336,939)	\$ (1,325,713)

Monthly Reduction in Operating Disbursements Pre v. Post Receivership

\$ 220,073