

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

FARM CREDIT MID-AMERICA, PCA,)
)
 Plaintiff,)
)
 v.)
)
 UNCLE NEAREST, INC., NEAREST)
 GREEN DISTILLERY, INC., UNCLE)
 NEAREST REAL ESTATE HOLDINGS,)
 LLC, FAWN WEAVER and KEITH)
 WEAVER,)
)
 Defendants.)

Case No. 4:25-cv-38

Judge Atchley

Magistrate Judge Steger

**RESPONSE OF FARM CREDIT MID-AMERICA, PCA
TO THE SUPPLEMENTAL BRIEFS OF THE ADDITIONAL ENTITIES AND IN
SUPPORT OF THE RECEIVER’S SUPPLEMENTAL BRIEF IN SUPPORT OF THE
MOTION FOR CLARIFICATION**

[Relates to Dkt. No. 41]

Farm Credit Mid-America, PCA (“FCMA” or the “Lender”) submits this response (the “Response”) to the supplemental briefs (collectively, the “Additional Entities’ Supplemental Briefs”)¹ to *Motion for Clarification of Receivership Order* (the “Entity Clarification Motion”)² filed by Phillip G. Young, Jr. (the “Receiver”) filed by the following (collectively, the “Additional Entities”): Grant Sidney, Inc. (“Grant Sidney”), Shelbyville Grand, LLC (“SGLLC”) Shelbyville Barrel House BBQ, LLC, Quill & Cask Owner, LLC, 4 Front Street, LLC, Nashwood, Inc., and Humble Baron, Inc.

INTRODUCTION

1. As an initial matter, while FCMA continues to support the Entity Clarification

¹ Dkt. Nos. 153-156, 159, 160.

² Dkt. No. 41.

Motion, FCMA is not the movant and bears no burden in connection with the Entity Clarification Motion. Any burden rests with the Receiver and arguments in the Additional Entities' Supplemental Briefs to the contrary are incorrect. Further, the Additional Entities continue to egregiously mischaracterize both the Grant Sidney transaction and FCMA's knowledge of the details. Lastly, putting an end to these unmeritorious filings is in the best interests of the receivership estate, Uncle Nearest, creditors, and other stakeholders. Without the constant flurry of filings necessitating responses and hearings, the Receiver can focus his full attention on managing the receivership estate, operating Uncle Nearest efficiently and preserving assets. Accordingly, FCMA maintains that the receivership should be expanded to include the Additional Entities as Receivership Assets³ due to the extensive evidence of commingling both on the record and presented at the February 9, 2026, hearing (the "Combined Hearing").

ARGUMENT

A. FCMA bears no burden in connection with the Entity Clarification Motion.

2. The Additional Entities each argue that FCMA bears the burden of piercing the corporate veil to prove that the entities are alter egos of Uncle Nearest under Tennessee law.⁴ This argument is incorrect. The party wishing to pierce the corporate veil bears the burden of proving facts sufficient to justify piercing the corporate veil.⁵ The Receiver, not FCMA, filed the Entity Clarification Motion. As a result, while it does not bear the burden of proof, FCMA hopes that its pleadings lend further support to the Receiver in meeting his burden.

3. FCMA emphasizes the Receiver's representation that he "[has] concluded that the

³ Each capitalized term used but not defined herein shall have the meaning ascribed in the *Emergency Motion for the Immediate Appointment of Receiver* [Dkt. No. 3] (the "Receivership Motion").

⁴ Dkt. No.152 ¶ 25; Dkt. No. 153 ¶ 26; Dkt. No. 154 ¶ 34; Dkt. No. 155 ¶ 29; Dkt. No. 156 ¶ 28; Dkt. No. 159 ¶ 47; Dkt. No. 160 ¶ 58.

⁵ *Oceanics Sch., Inc. v. Barbour*, 112 S.W.3d 135, 140 (Tenn. App. 2003) (citing *Schlater v. Haynie*, 833 S.W.2d 919 (Tenn. Ct. App. 1991), *abrogated on other grounds by, Youree v. Recovery House of E. Tennessee, LLC*, 705 S.W.3d 193 (Tenn. 2025)).

Company operated in practice as a single enterprise with [the Additional Entities]”.⁶ The Receiver’s conclusion was formed after a review of records showing that “the [Additional Entities] have been substantially commingled with the Company, including through repeated intercompany transfers and the provision of non-cash benefits[.]”⁷ The Receiver and his professional advisors have identified \$21,560,562.00 in intercompany transfers and \$22,263,267 in payments by the Additional Entities on behalf of receivership entities.⁸ The Receiver characterizes the financial activity between and amongst the entities as lacking “customary separateness”⁹ and states that they operated to “essentially pool their funds” and transfer money to one another as needed.¹⁰

B. The mischaracterization of Grant Sidney capital infusions continues.

4. Grant Sidney and Fawn Weaver (“Ms. Weaver”) continue to mischaracterize the “sale of approximately \$20 million of Ms. Weaver’s personal shares”¹¹ and now Ms. Weaver declares that FCMA knew of the source of the funds (which it did not) Grant Sidney infused into Uncle Nearest in early 2025. FCMA permitted what it believed to be a loan from Grant Sidney to Uncle Nearest to ensure continued operation and debt repayment. FCMA required and insisted upon a subordination agreement to confirm that any loan other than FCMA’s debt would be subordinate to the FCMA debt. Though Grant Sidney argues the Subordinated Credit Agreement evidences separate legal existence between it and Uncle Nearest, before its execution, Grant Sidney loaned \$12,526,270.00 to Uncle Nearest over the course of two months in 15 separate transactions *without any written agreement*.¹²

5. Despite fully admitting that Ms. Weaver moved funds from Uncle Nearest to Grant

⁶ Receiver’s Ex. A ¶ 7.

⁷ *Id.* ¶ 10.

⁸ *Id.* ¶ 13.

⁹ *Id.* ¶ 19.

¹⁰ Dkt No 124 at 4.

¹¹ Dkt. No. 160 ¶ 17; Dkt. No. 160-1 ¶¶ 14-19, 27-28.

¹² Subordinated Credit Agreement, Schedule 1.1, Receivership Hr’g Pl.’s Ex. 10.

Sidney to conceal assets from FCMA, the Weaver Parties now seek to recharacterize the transactions. In the *Declaration of Fawn Weaver Regarding Motion to Clarify Opposition of Grant Sidney, Inc.* (the “Fawn Weaver Declaration”),¹³ Ms. Weaver misrepresents that “[t]he structure of the funding through the Grant Sidney account was known to and approved by Farm Credit.”¹⁴ Ms. Weaver further misrepresents that FCMA was “fully aware of and consented to the transaction being made through Grant Sidney.”¹⁵ Ms. Weaver states the account Uncle Nearest used to effectuate the transaction was “subject to Farm Credit’s monitoring and full visibility.”¹⁶ The Weaver Parties attempt to imply (incorrectly) that FCMA was in no way misled at the time. FCMA was considerably misled.

6. These assertions ignore many omissions on the part of Ms. Weaver. Ms. Weaver and Grant Sidney omit that FCMA (a) was not made aware of the loan from MP-Tenn, LLC,¹⁷ (b) was not made aware of the “new Uncle Nearest Business Money Market Account (Account No. ***873)¹⁸ and (c) did not have access to or “full visibility”¹⁹ into the Grant Sidney Account No. ***881 at the time of the Forbearance Agreement. The evidence shows that the visibility Ms.

¹³ Dkt. No. 160-1.

¹⁴ *Id.* ¶ 27.

¹⁵ *Id.*

¹⁶ *Id.* ¶ 28.

¹⁷ Hr’g Tr. 250:5-25; 251:1-24 (testifying about the MarcyPen loan in general, and specifically in the context of concealing funds from FCMA).

¹⁸ Dkt No 160-1 ¶ 22.

¹⁹ *Id.* ¶ 27. A true and accurate copy of the email dated May 28, 2025, in which Ms. Weaver “reconfirm[s] that none of the accounts listed [including the CalPrivate account ending in ***881] fall under the Forbearance Agreement, nor are they connected to any businesses included in the forbearance terms” is attached hereto as **Plaintiff’s Supplemental Response Exhibit 6**. A true and accurate copy of the email dated May 9, 2025, from Riveron requesting confirmation from Uncle Nearest of the full universe of accounts based on account information Uncle Nearest previously provided to Riveron is attached hereto as **Plaintiff’s Supplemental Response Exhibit 7**. (“We have included all accounts we have previously identified.”) It is clear Riveron had limited information regarding the CalPrivate account ending in ***881 and was not even certain as to the owner of the account. In Exhibit 7, there was no information as to any account ending in ***873. Moreover, true and accurate copies of emails requesting missing CalPrivate account information, including Account ending in ***873 are attached hereto as **Plaintiff’s Supplemental Response Exhibits 9 and 10**. The April 15, 2025, Forbearance Agreement required the Loan Parties to deliver deposit account control agreements for all of their deposit accounts, which was never done. Receivership Hr’g. Pl’s. Ex. 48, Notice of Default and Reservation of Rights, dated June 26, 2025, at Exhibit A.

Weaver now claims that FCMA possessed never existed.²⁰ Account No. ***873 and Account No. ***881 are precisely the two accounts Uncle Nearest used to hide its receipt of \$20 million in third party loan proceeds and then used them to move those proceeds outside of Uncle Nearest to avoid FCMA's lien on the funds. FCMA was told that the money was coming to Uncle Nearest pursuant to an approved and contractually subordinated loan from Grant Sidney.

7. FCMA was not aware that the money was in fact proceeds from the MarcyPen (as such term is defined in the *Supplemental Brief of Farm Credit Mid-America, PCA in Support of Response of Farm Credit Mid-America, PCA to Motion to Reconsider*) convertible note to Uncle Nearest that Uncle Nearest moved to Grant Sidney to give the false appearance of a contractually approved loan Grant Sidney funded. Neither Ms. Weaver, Grant Sidney, nor Uncle Nearest ever disclosed to FCMA that Uncle Nearest, Inc. in fact incurred \$20 million of debt owed to MarcyPen and transferred the money to Grant Sidney to pay it back to Uncle Nearest.

8. The nature of the MarcyPen transaction and the agreements documenting them are not changed by what happened to the proceeds of the MarcyPen Notes (as such term is defined in *Supplemental Brief of Farm Credit Mid-America, PCA in Support of Response of Farm Credit Mid-America, PCA to Motion to Reconsider*) after Uncle Nearest, Inc. received them. Whatever protestations Ms. Weaver makes now to the contrary, do not change the fact that MarcyPen loaned money to Uncle Nearest, Inc., not Grant Sidney. Ms. Weaver, who exercises complete control over Uncle Nearest and Grant Sidney, moved the proceeds from Uncle Nearest to Grant Sidney “to make sure that \$20 million coming in could not be snatched by [FCMA].”²¹

9. Ms. Weaver's own testimony shows that Grant Sidney—the largest shareholder of

²⁰ A true and accurate copy of a series of email correspondence showing that Riveron did not have information about these accounts as late as May 31, 2025 (months after Ms. Weaver asserts that FCMA had “full visibility”) is attached hereto as **Plaintiff's Supplemental Response Exhibit 10**.

²¹ Hr'g Tr. 251:23-24.

Uncle Nearest—whose sole stockholder is also the CEO of Uncle Nearest (Ms. Weaver) and exercises complete control of both entities,²² orchestrated and executed a scheme to perpetuate the violation of Uncle Nearest’s legal duty, or to commit a dishonest and unjust act in contravention of FCMA’s rights.²³ Through that scheme, Grant Sidney and Ms. Weaver surreptitiously executed an agreement that obfuscated the facts and intentionally placed the proceeds of the loan outside the scope of FCMA’s first position security interests and liens, thereby injuring FCMA through conversion of its collateral.²⁴

C. There are questions regarding amounts transferred to Shelbyville Grand

10. The *Supplemental Brief of Shelbyville Grand, LLC to Motion for Clarification of Receivership Order and Statement of Farm Credit* (the “Shelbyville Grand Supplemental Brief”)²⁵ states that SGLLC provides inventory storage services for Nearest Green Distillery.²⁶ FCMA does not dispute this, however additional facts alleged in the Shelbyville Grand Supplemental Brief raise questions as to whether FCMA was provided inaccurate information about the entity prior to the receivership.

11. Specifically, SGLLC alleges that Uncle Nearest paid SGLLC \$130,000 on July 29, 2025 – one day after this proceeding was initiated – for “20 months of outstanding rental fees due and owing from Nearest Green Distillery.”²⁷ According to the June 12, 2025, accounts payable aging report, only \$13,000 was due.²⁸ This payment is inconsistent with the June 12, 2025,

²² Under Tennessee law corporate veil piercing is allowed where control over a corporation has “been used to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or a dishonest and unjust act in contravention of third parties’ rights.” *Kutty v. U.S. Dep’t of Lab.*, 764 F.3d 540, 552–53 (6th Cir. 2014) (citing *Cont’l Bankers Life Ins. Co. of the S. v. Bank of Alamo*, 578 S.W.2d 625, 632 (Tenn.1979)).

²³ *Id.* at 211.

²⁴ *Id.* at 211.

²⁵ Dkt. No. 153.

²⁶ *Id.* ¶ 4.

²⁷ *Id.* ¶ 6.

²⁸ Dkt. No. 131-5 at 17.

accounts payable aging report submitted to FCMA that reflected only \$13,000 owed at that time.²⁹ Shelbyville Grand did not submit any financial documentation evidencing the \$130,000 payment. Rather, it relies on the *Declaration of Keith Weaver Regarding Motion for Clarification of Order Appointing Receiver* and simply restates the statement it relied upon.³⁰ The inferences drawn from this questionable observation lead to a few conclusions. First, the purported \$130,000 was not a payment for storage at all and instead was a transfer of funds from Uncle Nearest to Shelbyville Grand disguised as a storage payment—commingling. Second, this is reflective of the lack of financial discipline maintained within Uncle Nearest pre-receivership showing that the records and books were in disarray.

D. There are questions regarding Quill and Cask, LLC.

12. As FCMA explained in its *Statement of Farm Credit Mid-America, PCA in Support of Motion for Clarification of Receivership Order* (the “FCMA Supporting Statement”), it learned of Quill and Cask Owner, LLC (“Quill and Cask”) through its own investigations after having been presented with a barrel Purchase and Sale Agreement (“PSA”) in early 2025 that identified the buyer as “Q and Cask, Inc.”³¹ When FCMA discovered the existence of the similarly-named Quill and Cask, Uncle Nearest’s financial advisor informed FCMA that the two entities were not the same.³²

13. In response to the Entity Clarification Motion and the FCMA Supporting Statement, Quill and Cask stated at that time “it has no connection to Uncle Nearest other than having made

²⁹ *Id.*

³⁰ Dkt. No. 153-1 ¶ 6 (citing 153-1 ¶ 48); *Compare id.* ¶ 6 (“The transactions between the Uncle Nearest Entities and SGLLC all relate to the storage fees due and payable. The \$130,000 payment from Uncle Nearest to SGLLC on July 29, 2025, was in payment of 20 months of outstanding rental fees due and owing from Nearest Green Distillery.”) *with id.* ¶ 48 (“The transactions between the Uncle Nearest Entities and SGLLC all relate to the storage fees due and payable. The \$130,000 payment from Uncle Nearest to SGLLC on July 29, 2025, was in payment of 20 months of outstanding rental fees due and owing from Nearest Green Distillery.”).

³¹ Dkt. No. 44 ¶¶ 10-12.

³² *Id.*

barrel purchases from Uncle Nearest.”³³ The entity further alleged that FCMA was attempting to mislead the Court by stating that FCMA was fully aware of Mr. Weaver’s connection to Q and Cask, Inc.³⁴ To substantiate this allegation, Quill and Cask asserted that FCMA was provided with a copy of the PSA bearing a signature line for Mr. Weaver.³⁵ FCMA feels it necessary to respond to this allegation and submits the email from Uncle Nearest’s financial advisor that transmitted the PSA to FCMA.³⁶ The PSA does not identify Mr. Weaver and, as noted, FCMA specifically inquired at the time as to whether there was any connection to the proactively discovered Quill & Cask and was advised there was none.

14. The examples highlighted above are illustrative of why the Court should include the Additional Entities within the receivership and are by no means exhaustive. FCMA’s focus on these instances should not be construed as an indication that FCMA does not believe all Additional Entities should be included in the receivership. Indeed, FCMA maintains that these illustrations exhibit that all Additional Entities should be included in the receivership.

E. Continued litigation over the receivership’s existence is unnecessarily draining the receivership estate and Uncle Nearest’s assets.

15. Pursuant to the *Order Appointing Receiver* (the “Receivership Order”),³⁷ the Receiver’s task is to “preserve, . . . protect, and manage the Receivership Assets”³⁸—an undertaking that requires the Receiver’s full attention and resources. Thus far, the continuous filings and hearings initiated by Grant Sidney and Ms. Weaver required the Receiver to both

³³ Dkt. No. 57 ¶ 2. FCMA notes that now Quill and Cask’s position is that “[i]t has no connection to Uncle Nearest other than having made an equity investment in Uncle Nearest[.]” Dkt. No. 155 ¶ 3.

³⁴ Dkt. No. 57 ¶ 7.

³⁵ *Id.* FCMA notes that Quill and Cask’s most-recent pleading asserts that the PSA was provided to Farm Credit in April 2024. Dkt. No. 155 ¶ 6. This is not accurate, as FCMA was not informed of the potential barrel sale to Q and Cask until January 2025, and the PSA was not provided to FCMA until February 2025.

³⁶ A true and correct copy of the email from Uncle Nearest’s financial advisor transmitting the PSA is attached hereto as **Plaintiff’s Supplemental Response Exhibit 8.**

³⁷ Dkt. No. 39.

³⁸ *Id.* ¶10.

preserve the assets of the receivership estate and simultaneously defend the receivership estate resulting in a drain on assets and time spent that could otherwise be directed towards operating the receivership estate.

16. All of the time and expenses spent in connection with the Entity Clarification Motion and the *Motion to Reconsider the Memorandum Opinion and Order* [Dkt. 32] and *Order Appointing Receiver* [Dkt. 39]³⁹ is cannibalizing the receivership assets. Every dollar spent responding to Grant Sidney's, Ms. Weaver's or the Additional Entities' motions and requests for hearing is a dollar that could otherwise be used toward operating expenses and/or directed toward recovery for creditors and equity holders.

CONCLUSION

The Additional Entities should be brought within the scope of this receivership. Absent the inclusion of the Additional Entities, the Receiver cannot fully realize the receivership's purpose. Accordingly, the Court should grant the Entity Clarification Motion and include the Additional Entities within the receivership estate so that the Receiver can continue his role of managing all of the receivership assets.

PRAYER

WHEREFORE, for the reasons set forth above, Plaintiff Farm Credit Mid-America, PCA respectfully requests that this Court (i) enter an Order granting the Entity Clarification Motion in regard to the Additional Entities, and (ii) grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

/s/Erika R. Barnes

Erika R. Barnes (TN Bar No. 028628)

³⁹ Dkt. No. 151.

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Attorneys for Farm Credit Mid-America, PCA

Dated: March 5, 2026

CERTIFICATE OF SERVICE

I certify that on March 5, 2026, a true and correct copy of the foregoing was served on all parties entitled to service via this Court's ECF/CMF system, via U.S. Mail and electronic mail upon the following:

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Nashville, TN 37203
mcollins@manierherod.com
mbuchman@manierherod.com

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Nashville, TN 37203
ldavidson@buchalter.com
obitan@buchalter.com

Uncle Nearest Real Estate Holdings, LLC
3125 Highway 231 N.
Shelbyville, TN 37160

/s/Erika R. Barnes

From: [Fawn Weaver](#)
To: [Robert Clark](#)
Cc: [Keith Weaver](#); [Carlos Flores](#); [Kevin Larin](#); [Hayley Hutchison](#)
Subject: [EXTERNAL] Re: UN Deposits
Date: Wednesday, May 28, 2025 6:08:07 PM

Hi Robert,

Per our conversation last week, I wanted to reconfirm that none of the accounts listed fall under the Forbearance Agreement, nor are they connected to any businesses included in the forbearance terms.

Keith had intended to help by transferring funds from our personal accounts at this bank, since a wire from another bank would not show up immediately, but that inadvertently caused some confusion. As a result, the funds were immediately removed. The only transfer that remained was from one account: Fawn and Keith Weaver, which is the first account listed.

Please let me know if any further clarification is needed.

Fawn

I'm on the move while typing...please excuse any typos.

On May 28, 2025, at 3:21 PM, Robert Clark [REDACTED] wrote:

Fawn,

Following up on this request from last week. Please provide the account owners for each of the accounts below.

Thank you,

EXHIBIT
6

Robert

Robert Clark
Manager

[<image001.png>](#)

From: Robert Clark
Sent: Tuesday, May 20, 2025 11:01 AM
To: Fawn Weaver [REDACTED]; Keith Weaver
[REDACTED] >
Cc: Carlos Flores [REDACTED]; Kevin Larin
[REDACTED]; Hayley Hutchison [REDACTED]
Subject: UN Deposits

Fawn and Keith,

We note the following accounts deposited funds into Uncle Nearest accounts last week. Please specify which individuals or entities own these accounts in the highlighted cells in the table below.

Account Number	Account Owner	Deposits WE 5/16	Deposited into UN Account
[REDACTED] 3472	[REDACTED]	559,500.00	First National xx6079
[REDACTED] 7610	[REDACTED]	20,000.00	First National xx6079
[REDACTED] 881	[REDACTED]	8,400.00	CalPrivate xx5267
[REDACTED] 7636	[REDACTED]	3,900.00	First National xx6079
[REDACTED] 7504	[Unlce Nearest, Inc.]	2,200.00	First National xx6079
[REDACTED] 5297	[REDACTED]	1,033.01	First National xx6079
[REDACTED] 2584	[REDACTED]	950.00	First National xx6079
[REDACTED] 6052	[REDACTED]	400.00	First National xx6079
Total		596,383.01	

Thank you,
Robert

Robert Clark
Manager

[<image001.png>](#)

[<image002.png>](#) [<image003.png>](#) [<image004.png>](#)

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From: [Carlos Flores](#)
To: [Robert Clark](#)
Subject: [EXTERNAL] Fw: Fw: Uncle Nearest Bank Account List
Date: Friday, May 9, 2025 4:29:20 PM

FYI

From: Grace Overstreet [REDACTED]
Sent: Friday, May 9, 2025 4:05 PM
To: Carlos Flores [REDACTED]
Subject: Re: Fw: Uncle Nearest Bank Account List

Hi, Carlos,

Here is what I can add.
First Bank 0979 Nearest Green Distillery account [REDACTED] 0979
First Bank 1189 Uncle Nearest Inc account [REDACTED] 1189
First National Bank 6079 Nearest Green Distillery [REDACTED] 6079
First National Bank 5307 Nearest Green Historical [REDACTED] 5307

I don't have information on the rest. The other two First Bank accounts I can see however, I cannot view the account # 's and the accounts are not named. The only transactions in them appear to be from wires from Grant Sidney.

Hope this helps

On Fri, May 9, 2025 at 3:21 PM Carlos Flores [REDACTED] wrote:

Hi Grace,
Can you help with these?
Thanks

Carlos

From: Robert Clark <[REDACTED]>
Sent: Friday, May 9, 2025 2:48 PM
To: Keith Weaver [REDACTED]; Carlos Flores [REDACTED]
Cc: Kevin Larin [REDACTED]; Hayley Hutchison [REDACTED]
Subject: Uncle Nearest Bank Account List

Keith and Carlos,

Troutman requested we work with you to confirm the full list of bank accounts, including which entities own each of the bank accounts. Please review the list below and confirm we have the correct bank and Debtor entity listed. We have included all accounts we have previously identified. We will remove from the list any accounts that are outside the

universe of Debtors. If any of the accounts have been closed, please **indicate when the account was closed**. Please **fill in any of the unknown items** on the table.

Bank	Entity	Last 4 Digits	Account Number
First Bank	Unknown	****0979	Unknown
First Bank	Unknown	****1189	Unknown
First Bank	Unknown	****4007	Unknown
First Bank	Unknown	****5152	Unknown
First National Bank of Middle Tennessee	Unknown	****6079	Unknown
First National Bank of Middle Tennessee	Unknown	****5307	Unknown
Chase	Uncle Nearest, Inc	****5507	██████████ 5507
Chase	Uncle Nearest, Inc	****9730	██████████ 9730
Chase	Uncle Nearest, Inc	****1065	██████████ 1065
Chase	S1 Organic Vodka, LLC	****2373	██████████ 2373
Chase	DOMAINE D'ANATOLE	****0880	██████████ 0880
CalPrivate Bank	Uncle Nearest, Inc	****5267	██████████ 5267
CalPrivate Bank	Uncle Nearest, Inc	****1266	██████████ 1266
CalPrivate Bank	Uncle Nearest, Inc	****7099	██████████ 7099
Banque Populaire	Domaine D'Anatole, S.A.S	****0338	██████████ 0338
NATIXIS	[Domaine D'Anatole, S.A.S]	Unknown	Unknown
Unknown	[Grant Sidney Inc]	****██████ 881	Unknown

Additionally, please provide **any other bank accounts** not already on this list that belong to **any of the Debtors below**:

- Uncle Nearest, Inc.
- Nearest Green Distillery, Inc.
- Uncle Nearest Real Estate Holdings, LLC
- S1 Organic Vodka, LLC
- UN House MV LLC
- Dan Call Farm, Inc.
- Domaine D'Anatole, S.A.S
- Domaine D'Anatole, Inc.
- Uncle Nearest Ventures, LLC

Let us know if you have any questions as you work through this. We would like to have this bank account list finalized today.

Thank you,
Robert

Robert Clark
Manager



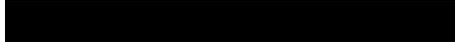
Complexity and Urgency: **Simplified.™**



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Grace Overstreet
Finance Operations Manager
Uncle Nearest, Inc



From: [Emily Harig](#)
To: [Shipley, Alexandra](#); [Liggins, Demetra](#); [Ritchie, Steven](#); [Brian Klatt](#); [Derrick Waggoner](#); [Cooper Robertson](#)
Cc: [Brian Stewart](#); [Kurt Gutwein](#); [Jared Pavlick](#); [Keith Weaver](#); [Fawn Weaver](#); [Kupetz, David](#); [Felicia Gallagher](#); [Feener, Sean](#)
Subject: RE: UN / FCMA Update
Date: Tuesday, February 11, 2025 2:19:57 PM
Attachments: [image001.png](#)
[QandCFinal.pdf](#)

====EXTERNAL EMAIL====

All,

Please see attached the final agreement of the barrel sales to Q&Cask. Note that Keith is still working on finding an executed version; however, given that the transaction was intended to be completed in 2024 and was not fulfilled, it will be necessary to restructure the terms of the agreement. Keith is waiting on our discussions between FCMA / UN to update those terms.

We can discuss further on our call today.

Thanks,

Emily

Emily K. Harig

□The Keystone Group | [REDACTED] | [REDACTED] | [REDACTED] |
www.thekeystonegroup.com

From: Emily Harig

Sent: Tuesday, February 11, 2025 10:41 AM

To: 'Shipley, Alexandra'; Liggins, Demetra; Ritchie, Steven; Brian Klatt; Derrick Waggoner; Cooper Robertson

Cc: Brian Stewart; Kurt Gutwein; Jared Pavlick; Keith Weaver; Fawn Weaver; Kupetz, David; Felicia Gallagher; Feener, Sean

Subject: RE: UN / FCMA Update

All,

Please see attached the presentation of the restructuring plan for today's discussion. Look forward to speaking with everyone.

Thanks,

Emily

Emily K. Harig

□The Keystone Group | [REDACTED] | [REDACTED] | [REDACTED] |
www.thekeystonegroup.com

EXHIBIT
8

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of April 17, 2024, by and between Uncle Nearest, Inc., a Delaware corporation ("Seller"), and Q and Cask, Inc. ("Buyer").

RECITALS: (1) Seller is the owner of certain barrels of whiskey and desires to sell such barrels to Buyer, and Buyer desires to purchase such barrels from Seller, on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties agree as follows:

1. **SALE AND PURCHASE OF BARRELS** (a) Seller agrees to sell, and Buyer agrees to purchase a total of 21,000 barrels of whiskey at a purchase price of \$1,800 per barrel. (b) The transfer of all barrels shall occur on December 31, 2024. (c) The inventory purchased is as follows:
 - 2023: 3,000 barrels of (84/8/8)
 - 2023: 3,000 barrels of (80/10/10)
 - 2022: 5,000 barrels of (84/8/8)
 - 2022: 5,000 barrels of (80/10/10)
 - 2020: 5,000 barrels of (84/8/8)
2. **TITLE AND RISK OF LOSS** (a) Title to all purchased barrels, together with the risk of loss and the rewards of ownership, shall vest in Buyer no later than December 31, 2024 (b) All barrels shall be stored by Seller at its facility or Tennessee Distilling Group until delivered to Buyer in accordance with an agreed-upon schedule.
3. **DELIVERY TERMS** (a) Seller shall facilitate the orderly transfer of the barrels to Buyer or Buyer's designated storage facility. (b) Buyer shall be responsible for all shipping, handling, and storage charges after transfer of ownership.
4. **REPRESENTATIONS AND WARRANTIES** (a) Seller represents that it has good and marketable title to the barrels, free and clear of any liens or encumbrances. (b) Seller further represents that the barrels meet industry standards for quality and storage conditions.
5. **INDEMNIFICATION** (a) Each Party agrees to indemnify, defend, and hold harmless the other from and against any losses, claims, damages, liabilities, or expenses arising from any breach of this Agreement or any negligence or misconduct.
6. **CONFIDENTIALITY** (a) The terms and conditions of this Agreement shall remain confidential and shall not be disclosed to third parties without the prior written consent of both Parties, except as required by law.
7. **TERMINATION** (a) This Agreement shall terminate upon completion of the sale and transfer of all barrels on December 31, 2024, or by mutual written agreement of the Parties.

8. GOVERNING LAW (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Q and Cask, Inc.

By: _____ Name: _____

Title: _____

Uncle Nearest, Inc.

By: _____ Name: _____

Title: _____

From: [Robert Clark](#)
To: [Carlos Flores](#)
Cc: [Fawn Weaver](#); [Keith Weaver](#); [Kevin Larin](#); [Hayley Hutchison](#); [Fauzan Muhammed](#)
Subject: Missing CalPrivate Account Activity
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[Bank Activity 5.17.2025 - 5.23.2025.xlsx](#)
[Bank Activity 5.24.2025 - 5.30.2025.xlsx](#)

Carlos,

****Including Fawn in the CC for visibility/tracking**

I wanted to follow up on the **CalPrivate account activity** for the period from **5/16 – 5/30**. I **understand these accounts have been closed**, however we do not have the **activity for the period from 5/16 until the accounts were closed** with a \$0 remaining balance. For reference, we have received the attached reports for the 2 weeks after 5/16. In these 2 weeks we only have commentary that the accounts are now closed, but not the activity from 5/16 until closure. The latest balance we have for these accounts at of 5/16 is below.

Bank	Account	WE 5/16 Balance	WE 5/23 Balance	WE 5/30 Balance
CalPrivate	****9873	804.69	0	0
CalPrivate	****5267	3,417.97	0	0
CalPrivate	****1266	(2,601.63)	0	0

Please upload the missing bank transaction activity to the shared drive. Please also upload the **monthly statements for these accounts for Mar-May** onto the shared drive.

Let us know if you have any questions.

Thank you,
Robert

Robert Clark
Manager



EXHIBIT
9

From: [Fawn Weaver](#)
To: [Robert Clark](#)
Cc: [Keith Weaver](#); [Carlos Flores](#); [Grace Overstreet](#); [Kevin Larin](#); [Hayley Hutchison](#); [Fauzan Muhammed](#)
Subject: RE: [EXTERNAL] Re: UN Weekly Reporting
Date: Saturday, May 31, 2025 1:29:36 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Hi Robert,

I'll connect with Grace and have her upload the files for you. I'm not sure why only six were provided, but that should be a quick fix.

The closure of the CalPrivate accounts occurred just a couple of weeks ago—not months—and I notified you shortly after, once Kevin flagged the DACA issue and I received clarification from Keith on the delay. All CalPrivate accounts are now closed, and we're actively working through the FNBMT transition. Given the number of autodebits and autodeposits that must be rerouted to accounts with active DACAs, we expect the process to take two bank cycles. I've updated the Google Sheet to reflect this timeline. We'll assess progress after the first statement cycle and follow up with any vendors who haven't made the necessary updates to ensure completion by the second cycle.

As I mentioned previously, once the month closed, we'd receive the statements and upload them accordingly. That process is underway. That said, I agree the historicals should have already been provided, so I'll work with Grace to identify where the disconnect occurred. She should be able to address that before Wednesday, June 4th, and I've updated the Google Sheet with this request and the expected delivery date.

Carlos also mentioned from your recent call that you had questions regarding the Park Street cash balance. To clarify, the account functions as a demand deposit and aligns with GAAP code ASC 230-10-20. We have full control over the funds, and the only delay is due to processing time—not availability. Additionally, we typically wait until the balance reaches at least \$50K before initiating a wire, as both Park Street and the bank impose transfer fees. Since control states often purchase only a few cases at a time, individual deposit amounts can be relatively small. At times, we also receive back-to-back deposits, as we did this past week—where we initiated a wire after the initial deposits, but additional distributor A/R came in shortly after. As a result, there was still a cash balance of approximately \$128,000 on Friday, which will be wired on Monday. We consistently maintain a \$2,500 buffer in the account to cover any small Park Street fees we approve, but that balance is also fully demandable.

Carlos also noted your request for historical bank statements for the French account. As mentioned, it took some effort to gain access following Felicia's departure, as she was the only French speaker on our team. However, with the help of our local property manager in Cognac, we

now have access and will upload the information. Grace will ensure this is completed by the same June 4th delivery date.

Make it a great weekend!

Fawn

From: Robert Clark [REDACTED]
Sent: Friday, May 30, 2025 3:28 PM
To: Fawn Weaver [REDACTED]
Cc: Keith Weaver [REDACTED]; Carlos Flores [REDACTED]; Grace Overstreet [REDACTED]; Kevin Larin [REDACTED]; Hayley Hutchison [REDACTED]; Fauzan Muhammed [REDACTED]
Subject: RE: [EXTERNAL] Re: UN Weekly Reporting

Fawn,

After review of the Bank Statements folder on the shared drive, it appears historic bank statements have only been uploaded for 6 of 17 known UN bank accounts. Please see the table below.

Bank	Entity	Acc Number	Statements	
			Uploaded	Notes
First National Bank of Mid. TN	Nearest Green Distillery, Inc.	****6079	No	
First National Bank of Mid. TN	Uncle Nearest, Inc.	****7504	No	
First National Bank of Mid. TN	Nearest Green Historical	[REDACTED] (5307)	No	
Chase	Uncle Nearest, Inc	****9730	Yes	
Chase	Uncle Nearest, Inc	****1065	Yes	
Chase	Uncle Nearest, Inc	****5507	Yes	
Chase	S1 Organic Vodka, LLC	****2373	No	

Chase	DOMAINE D'ANATOLE	****0880	No	
First Bank	Nearest Green Distillery, Inc.	****0979	Yes	
First Bank	Uncle Nearest, Inc	****1189	Yes	
First Bank	DOMAINE D'ANATOLE	****4007	No	
First Bank	S1 Organic Vodka, LLC	****5152	No	
CalPrivate Bank	Uncle Nearest, Inc	****9873	No	Understood account was closed WE 5/23. We would like to see documentation of the account closure, historic bank statements and last week of activity
CalPrivate Bank	Uncle Nearest, Inc	****5267	No	Understood account was closed WE 5/23. We would like to see documentation of the account closure, historic bank statements and last week of activity
CalPrivate Bank	Uncle Nearest, Inc	****1266	No	Understood account was closed WE 5/23. We would like to see documentation of the account closure, historic bank statements and last week of activity
CalPrivate Bank	Uncle Nearest, Inc	****7099	No	Understood this account was closed a few months ago. Documentation was to be provided

				showing last bank statement and of account closure
Banque Populaire	SAS Domaine D'Anatole	****0338	Yes	Statements previously provided and uploaded by Riveron

Please provide a timeline on when the remaining statements will be uploaded.

Thank you,
Robert

Robert Clark
Manager
M: (804) 931-4188



From: Grace Overstreet [REDACTED]
Sent: Wednesday, May 28, 2025 4:22 PM
To: Robert Clark [REDACTED]
Cc: Carlos Flores [REDACTED]; Fawn Weaver [REDACTED]; Keith Weaver [REDACTED]; Kevin Larin [REDACTED]; Hayley Hutchison [REDACTED]
Subject: Re: [EXTERNAL] Re: UN Weekly Reporting

Hi Robert,

We will get the bank statements loaded into the drive in the next 24 hours.

Have a great day!

On Wed, May 28, 2025 at 1:43 PM Robert Clark [REDACTED] wrote:

Carlos,

Please **advise when you expect her review will be complete** and these documents will be provided.

Note that the French **Banque Populaire activity should be included** in the weekly cash reporting, bank balances and variance report. Please **advise on the current status of**

your access to this account and confirm it will be included in the cash activity going forward. We only have activity for this account through the week-ended 5/9.

Additionally, please provide the monthly bank statements going forward when they are available. I have created a "Bank Statement" folder in the Google Drive where these can be uploaded. Please upload the March and April statements for all accounts, as well as the May statements once available. This is a monthly request, and is in addition to the weekly cash balances that are provided with screenshots supporting the weekly bank activity. Please confirm this request will be added to the running list and let me know if you have any questions.

Thank you,
Robert

Robert Clark
Manager

[REDACTED]



From: Carlos Flores [REDACTED]
Sent: Wednesday, May 28, 2025 11:06 AM
To: Robert Clark [REDACTED]
Subject: [EXTERNAL] Re: UN Weekly Reporting

Robert,

We've already provided Fawn with all the reports we previously shared. She needs to review them before they're released to the Riveron team. As outlined in her email, all communications and interactions are to go through her directly.

Regards,
Carlos

From: Robert Clark [REDACTED]
Sent: Wednesday, May 28, 2025 11:49 AM
To: Carlos Flores <[REDACTED]>
Cc: Fawn Weaver [REDACTED]; Keith Weaver [REDACTED]; Grace Overstreet [REDACTED]; Kevin Larin [REDACTED]; Hayley Hutchison [REDACTED]
Subject: UN Weekly Reporting

Carlos,

In previous weeks, **UN had provided weekly reports** showing bank activity, AP/AR data, Park Street balances, etc. These reports are **yet to be provided for the WE 5/23. When do you expect UN will provide the weekly reports?**

Regarding weekly cash flow reporting, Fawn's notes on her google sheets tracker that: "This requirement has now expired as the 13WCF will be used moving forward". This is incorrect, as this **weekly reporting is required per the forbearance** and is **not impacted by UN's delivery of a 13-wk cash forecast.**

Thank you,

Robert

Robert Clark
Manager

[REDACTED]



From: Grace Overstreet [REDACTED]
Sent: Tuesday, May 27, 2025 5:02 PM
To: Robert Clark <[REDACTED]>
Cc: Carlos Flores [REDACTED]; Hayley Hutchison
[REDACTED]
Subject: Re: [EXTERNAL] Re: UN Google Drive

Hi, Robert,

Fawn has asked that all reports go to her so that she can streamline the process. Carlos has reached out to her. Once we hear back we will advise.

Have a great day!

On Tue, May 27, 2025 at 5:35 PM Robert Clark [REDACTED] wrote:

Hi Grace,

Following up on this. Do you expect to provide the typical weekly reports today?

Thank you,

Robert

Robert Clark
Manager
[REDACTED]



From: Robert Clark
Sent: Tuesday, May 27, 2025 2:20 PM
To: Grace Overstreet [REDACTED]
Subject: RE: [EXTERNAL] Re: UN Google Drive

Hi Grace,

I don't see any new reports for last week on the Google Drive, I just wanted to confirm those have not yet been uploaded and there isn't a syncing issue.

Please advise when you will have the cash activity uploaded.

Thanks,

Robert

Robert Clark
Manager

[REDACTED]



From: Grace Overstreet [REDACTED]
Sent: Tuesday, May 27, 2025 10:48 AM
To: Robert Clark [REDACTED]
Subject: Re: [EXTERNAL] Re: UN Google Drive

Wonderful. Thank you for confirming.

On Tue, May 27, 2025 at 11:06 AM Robert Clark [REDACTED] > wrote:

Thank you Grace, confirming I have access again.

Robert Clark
Manager

[REDACTED]



From: Grace Overstreet [REDACTED]
Sent: Tuesday, May 27, 2025 9:52 AM
To: Robert Clark [REDACTED]
Subject: [EXTERNAL] Re: UN Google Drive

Hi, Robert,

I did. Thank you. I hope you did as well.

Re-added your access.

Have a great day!

On Tue, May 27, 2025 at 9:01 AM Robert Clark [REDACTED] wrote:

Hi Grace,

Hope you had a good Memorial Day weekend. Could you please add my email to the Google Drive again. I think because I had to create a new google account to access a sheet that Fawn shared it removed my access from the drive. Please add my email again and send me a separate email confirming I have been added, as Riveron IT may block some automated emails.

Thank you,

Robert

Robert Clark
Manager

[REDACTED]



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Grace Overstreet

Finance Operations Manager

Uncle Nearest, Inc



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Grace Overstreet

Finance Operations Manager

Uncle Nearest, Inc

[REDACTED]

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Grace Overstreet

Finance Operations Manager

Uncle Nearest, Inc

[REDACTED]

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Grace Overstreet
Finance Operations Manager
Uncle Nearest, Inc

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