

TO BE COMPLETED AT TIME OF SUBMISSION TO THE CITY OF MT. JULIET

Date/time application submitted: October 22, 2024 at 12:00 a.m./p.m.

Amount Paid and Check Number: \$ 116⁰⁰ Check No. 2627

Signature of applicant/person delivering application: Bill Johnson



**City of Mt. Juliet, Tennessee
Retail Liquor Store License Application¹**

One application will be submitted per applicant. Each person or entity, including the applicant, identified in the answer to question number one and two must complete and submit an application addendum. Incomplete applications will be denied and not considered by the Board of Commissioners.

If the City of Mt. Juliet has issued the maximum number of licenses under its City Code, the Application will be denied.

A non-refundable application fee payment of \$500.00 is due at the time of application submittal, made payable to the City of Mt. Juliet. In addition, a non-refundable payment of \$29.00 for a Tennessee Bureau of Investigation background check is due for the applicant and each person completing an application addendum.

This completed application must be submitted to Emily Taylor or Sheila Lockett at City Hall, 2425 N. Mt. Juliet Rd., Mt. Juliet, TN 37122. Applications will be released October 22, 2024, at 9a.m. and must be turned in on or before Friday, November 1, 2024, no later than 4:00p.m.

Attach additional sheets as needed to provide the required information.

The information collected in this application will be used to conduct a criminal background check.

1. **Applicant:** Provide the full name of the applicant that is applying for a certificate of compliance and state whether the applicant is an individual, sole proprietorship, corporation, general partnership, limited partnership, or limited liability company.

Applicant's Name: Golden Bear Wine & Spirits, LLC

The Applicant is a: individual sole proprietorship general partnership
 limited partnership corporation limited liability company

Other: _____

*Each individual listed above must complete their own Application Addendum.

¹ Any question and/or portion of a question listed herein that are no longer and/or never were permitted by federal, state, and/or local law are severable and will not affect the remaining questions and/or portion of a question.

2. **Interested Parties:** Provide the name, title, and % of ownership of any person that has, or will have, any interest, direct or indirect, in the retail liquor store, or in the profits thereof.

Name: David M. Lineberry Title: Member % 50
Name: Billy C. Robinson Title: Member % 16.67
Name: Christopher B. Robinson Title: Member % 16.665
Name: Michael W. Robinson Title: Member % 16.665
Name: _____ Title: _____ % _____

*Each individual listed above must complete their own Application Addendum.

3. **Partnership:** If the applicant is a partnership, provide the date of formation and attach a copy of the partnership agreement, identifying the current general partners, limited partners, and any other type of partner.

Copy Attached: Yes _____ No _____ Not Applicable (not a partnership) _____

Date of formation: _____

4. **Corporation/LLC:** If the applicant is a corporation or a limited liability company, provide the date of incorporation, principal place of business, and attach a copy of the corporate charter and a list of shareholders/members and/or any other type of interest holder that indicates their ownership percentage. Further include a list of officers/managers/directors/governors and their names and contact information, if not already listed in response to Paragraph One and/or Two.

Copy Attached: Yes No _____ Not Applicable (not a corporation/LLC) _____

Date of Incorporation: 5-16-2022

Principal Place of Business: 2093 N. Mt. Juliet Road, Mt. Juliet, TN 37122

Name(s): David M. Lineberry, Billy C. Robinson, Christopher B. Robinson, Michael W. Robinson. Contact Mobile 615-456-3130, 1420 Shannon Way, Old Hickory, TN 37138

5. **Zoning/Location:** Provide the address, existing zoning of the proposed retail liquor store, floor of operation, and number of entrances.

Address: 6330 Golden Bear Parkway, Mt. Juliet, TN 37122

Existing Zoning: CRC - PUD

Floor of Operation: 5000 - 8000 SQ FEET

Number of Entrances: One in the front for public use and rear entry for loading only

6. **Location Owner:** Provide the name and contact information of the owner(s) of the building and/or parcel at the proposed location. Attach to this application a letter from the owners and/or lessors of the building and/or parcel that the parties reached a written agreement on the terms of the sale and/or lease of the premises to the applicant.

Name: Lineberry Properties, Inc. & Golden Bear Developments, LLC

Address: 1420 Shannon Way, Old Hickory, TN 38138

Phone Number: 615-456-3130

Letter Attached: Yes No

7. **Relatives:** Provide the name and title of any relative of any persons identified in response to Paragraphs One and/or Two that is an elected and/or appointed official in the City of Mt. Juliet (for appointed officials, only include persons who enforce, vote for, or oversee the sale of alcohol) and/or employed by the City of Mt. Juliet.

Name: None Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

8. **Store Name:** Provide the name of the proposed retail liquor store.

Name: Golden Bear Wine & Spirits

9. **Manager:** Provide the name and contact information of the individual(s) who will oversee the day-to-day operations of the retail liquor store.

Name: David Mark Lineberry, Chris Robinson, Michael Robinson, & Bill Robinson

Address: 1400 N. Mount Juliet Road, STE 200, Mount Juliet, TN 37122

Phone Number: 615-754-2019 Robinson's & 615-456-3130 Lineberry's

10. Identify any system the applicant will use, or previously used,² in an alcohol related business, to ensure that alcohol was not sold to minors and/or persons who were visibly intoxicated.

The Robinson's have operated a liquor store in the city for 10 years, We have followed all ABC's Regs and training programs . We will be doing extensive training on all of these regualtions.

² This includes any person identified in response to Paragraph One and/or Two.

11. **Questions:** Answer the following “yes” or “no” questions. If “yes”, attach an addendum with an explanation.

- a) Whether the holder of any compensated public office and/or public employee has an interest and/or potential interest in the profits of the retail liquor business.
Yes ___ No X
- b) Whether any alcoholic beverage manufacturer, brewer, or wholesaler holds an interest and/or potential interest in the proposed retail liquor store’s building and/or fixtures and/or parcel of any person seeking a retail license.
Yes ___ No X
- c) Whether a person other than the applicant is paying the application fee.
Yes ___ No X
- d) Whether any person not listed in the application will have and/or may have an ownership interest in and/or receive the profits of the retail liquor store.
Yes ___ No X
- e) Whether the applicant, in an alcohol related business, employed and/or intends to employ any person under the age of eighteen (18).
Yes ___ No X
- f) Whether the applicant has and/or intends to take and/or deliver orders for alcoholic beverages at the residence or place of business of a consumer.
Yes ___ No X
- g) Whether the applicant, in an alcohol related business, employed and/or intends to employ a person convicted of a felony of moral turpitude in the ten years preceding the hire or any felony in the five years preceding the hire.
Yes ___ No X
- h) Whether the applicant has and/or intends to purchase alcoholic beverages for resale from anyone other than a licensed wholesaler.
Yes ___ No X
- i) Whether the applicant has, in a liquor related business, obtained or intends to obtain less than 65% of its annual sales from the sale of alcoholic beverages, including beer and wine.
Yes ___ No X
- j) Whether the applicant has and/or intends to sell and/or give away alcoholic beverages to any person who was/is visibly intoxicated and/or accompanied by someone who was/is visibly intoxicated.
Yes ___ No X
- k) Whether the applicant has and/or intends to sell and/or give away alcoholic beverages to persons under the age of twenty-one (21).
Yes ___ No X
- l) Whether the applicant has and/or intends to sell and/or give away alcohol on the following holidays: Christmas, Thanksgiving, and Easter.
Yes ___ No X
- m) Whether the applicant has and/or intends to sell or give away alcoholic beverages at a time other than between 8:00 am and 11:00 pm Monday through Saturday, and 10:00 am through 11:00 pm on Sunday.
Yes ___ No X

- n) Whether the applicant previously failed to pay a fee or tax levied by a municipal, county, state or federal government.
Yes ___ No X
- o) Whether the applicant has and/or intends to refuse to allow the Tennessee Alcoholic Beverage Commission to examine the books, papers, records, and/or premises of the licensee's retail liquor business.
Yes ___ No X

12. **Plans:** Attach eight (8) copies of a site plan drawn to a scale of not less than one (1) inch equals fifty (50) feet giving the following information.

- a) The shape, size, address, Map and Parcel number, and location of the lot of where the proposed retail liquor store will be located.
- b) The shape, dimensions, size, height, and location of the proposed building in which the retail liquor store will be located.
- c) The available off-street parking as well as any vehicular accesses from a public street.
- d) Other site information as deemed necessary by the City of Mt. Juliet.

13. **Compliance with Law and Ordinances:** By its signature affixed to this application, the applicant affirms its agreement to comply with all applicable laws and ordinances and with the Rules of Regulations of the Tennessee Alcoholic Beverage Commission, state law, and local law, and affirms its agreement as to the validity and reasonableness of the regulations and inspection fees provided in the Mt. Juliet Code of Ordinances with reference to the sale of alcoholic beverages.³

14. **Certifications:** By signing this application, the applicant certifies that the premises of the proposed retail liquor store complies with the requirements of Mt. Juliet City Code § 4-101 et. seq., and state law, and the applicant verified compliance with such requirements, and/or provides a basis to dispute any reason the applicant is given as to why the proposed retail liquor store does not comply. The applicant shall submit verification information, if available, with the application.

15. **Certifications:** By signing this application, the applicant certifies that the City of Mt. Juliet may conduct a criminal background check on the persons identified in response to Paragraph One and/or Two, unless the applicant provides a Tennessee Bureau of Investigation background check that was completed within 30 days of the date of this application.

(signature block on next page)

³ To the extent any such law and/or ordinance, and/or any portion thereof, is unconstitutional, has no rational basis, or is otherwise deemed unenforceable, then such law and/or ordinance (or portion thereof) is severed and the remaining law and/or ordinance remains in effect.

BY ITS SIGNATURE BELOW, THE APPLICANT CERTIFIES THE ACCURACY OF EACH STATEMENT IN THIS APPLICATION.

If the applicant is an individual, please complete this signature block and notary acknowledgement:

Sign: _____

Print: _____

State of _____ County of _____

Personally appeared before me, Notary Public of said County and State, _____, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, the ____ day of _____), 20__

Notary Public

My commission expires: _____

IF THE APPLICANT IS AN ENTITY, PLEASE COMPLETE THIS SIGNATURE BLOCK AND NOTARY ACKNOWLEDGEMENT:

Name of Entity: Golden Bear Wine + Spirits LLC

Sign Name: _____

Print Name: Mark Lineberry

Print Title: Member

State of Tennessee County of Wilson

Before me, a Notary Public of the state and county aforesaid, personally appeared Mark Lineberry with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be member (or other officer authorized to execute the instrument) of Golden Bear Wine + Spirits LLC, the within named bargainer, a TN LLC, and that he/she as such member executed the foregoing instrument for the purpose therein contained, being authorized to do so, by signing the name of the Golden Bear Wine + Spirit LLC by himself/herself as member.

Witness my hand, at office, this 22nd day of October 2024

Barbara W. Graves
Notary Public



My commission expires: 3/6/2027

THIS COMPLETED APPLICATION MUST BE SUBMITTED TO THE CITY RECORDER AT CITY HALL, 2425 N. MT. JULIET RD., MT. JULIET, TN 37122



City of Mt. Juliet, Tennessee
Retail Liquor Store License Application Addendum

Each person or entity, including the applicant, identified in the answer to question number one and two of the City of Mt. Juliet's Retail Liquor Store License Application must complete and submit a separate application addendum at the time of application submittal.

In addition to the non-refundable application fee payment of \$500.00, a non-refundable payment of \$29.00 for a Tennessee Bureau of Investigation background check is due for each application addendum.

This completed application addendum must be submitted with the Retail Liquor Store Application to Emily Taylor or Sheila Luckett at City Hall, 2425 N. Mt. Juliet Rd., Mt. Juliet, TN 37122. Applications will be released October 22, 2024, at 9a.m. and must be turned in on or before Friday, November 1, 2024, no later than 4:00p.m.

Attach additional sheets as needed to provide the required information.

The information collected in this application will be used to conduct a criminal background check.

1. **Name:** State your full name and title.

Full Name: Michael W. Robinson
Title: Member

2. **Identifying Information:** Provide your date of birth, social security number, address, and phone number. This information will be used solely for a criminal background check.

Date of Birth: 2/4/1981
Social Security Number:

3. **Contact Information:** Provide your home address, phone number, and email address.

Home Address: 111 B Faulkner Lane, Mt. Juliet, TN 37122
Phone Number: 615-642-3030
Email Address: Michael@RobinsonProperties.com

4. **Public Office:** State whether you hold a public office, whether appointed or elected.

Hold public office: ___ yes no

If yes, what position: _____

If yes, is it an uncompensated appointment to a municipal board or commission where you have no duty to vote, overlook, or superintend the sale of alcoholic beverages? _____

5. **Public Employee:** State whether you are a public employee.

Public employee: ___ yes no

If yes, what position and where? _____

6. **Residency:** Identify the state(s) you have lived in for the past ten (10) years. Provide an address for each location as well as the time you spent at that location.

Address: 111 B Faulkner Lane, Mt. Juliet, TN 37122

Dates: To: 2023 From: 2024

Address: 1488 Woodmont Blvd. Nashville, TN 37215

Dates: To: 2019 From: 2023

Address: 1305 S. Bass Dr. Mt. Juliet, TN 37122

Dates: To: 2014 From: 2019

7. **Interest:** Identify your interest, whether direct or indirect, in the applicant and/or business entity.

Direct

8. **Other Licenses:** Identify any interest that you held or hold in a retail liquor business, including, but not limited to, a sale of wine in retail food store license, a direct or indirect interest in the profits of a retail liquor business. or any distillery, beer manufacturer/distributor, etc. Identify the State that granted the license and, if the person or entity no longer holds such a license or interest, the reason why the person or entity no longer holds such a license or interest.

Mt-Juliet Wine & Spirits, LLC

9. **Occupation:** Provide the name, contact information, and type of business in which you have been employed for the past five years. List these positions by date, most recent to least recent. Include dates of employment. *Further, state that you give the City of Mt. Juliet permission to contact these employers.

Name: Robinson Properties
Type of Business: Real Estate Development
Address: 1400 W. Mt. Juliet Rd, Ste. 200, Mt. Juliet, TN 37122
Phone: 615-754-2019
Dates: To: 2024 From: 1999

Name: _____
Type of Business: _____
Address: _____
Phone: _____
Dates: To: _____ From: _____

10. **Business References:** Provide the name and phone number of three business references.

Name: Mark Hinesley Phone: 615-668-5614
Name: Ken Powers Phone: 615-476-1127
Name: Steve Griffith Phone: 615-482-5166

11. **Violations of Law:** State whether you, your spouse, or any of the entity's officers or managers have been convicted within the ten (10) year period immediately preceding the date of the application of any violation of any State or federal law or of any violation of any municipal ordinance and provide the details of such violation(s), excluding minor traffic violations.

N/A

12. **Capital:** Identify the amount of capital you propose to invest in the business.

\$750,000.00

13. **Funds:** Identify where the funds listed in response to Paragraph Ten are and/or how such funds will be obtained. Provide verification that such funds can be obtained within three months of obtaining a certificate of compliance. * Further, authorize the City of Mt. Juliet to contact any persons or entity from which funds will be obtained.

Pinnacle Bank - Scott McCabe - Funds on hand
615-773-6612

14. **Bankruptcy:** Identify whether you have filed for bankruptcy. Include the date, case number, type of bankruptcy, and the resolution.

N/A

15. **Relatives:** Provide the name and position of any relative that is an elected and/or appointed official (for appointed officials, only include persons who enforce, vote for, or oversee the sale of alcohol) in the City of Mt. Juliet and/or employed by the City of Mt. Juliet.

Name: N/A Position Held: _____
Name: _____ Position Held: _____

16. **Relatives:** Provide the name and contact information of any relative that holds any interest in any liquor business.

Name: Chris Robinson Phone: 615-642-1111
Address: 305 E. Chucelle Ct., Mt. Juliet, TN 37122

Name: Bill Robinson Phone: 615-642-4444
Address: 1640 Tate Lane, Mt. Juliet, TN 37122

17. **Spouse:** Identify whether your spouse would be eligible or ineligible to receive a retail liquor license. If ineligible, provide the reason.

Spouse is eligible ineligible
Reason for ineligibility: _____

18. Identify any system the applicant will use, or previously used,¹ in an alcohol related business, to ensure that alcohol was not sold to minors and/or persons who were visibly intoxicated.

ID Scans, Employee Training

19. **Questions:** Answer “yes” or “no” to the following questions. If yes, attach an addendum with an explanation.

- a) Whether the holder of any compensated public office and/or public employee has an interest and/or potential interest in the profits of the retail liquor business.
Yes ___ No
- b) Whether any alcoholic beverage manufacturer, brewer, or wholesaler holds an interest and/or potential interest in the proposed retail liquor store’s building and/or fixtures and/or parcel of any person seeking a retail license.
Yes ___ No
- c) Whether you and/or the entity has, in a liquor related business, employed at any time or intends to employ any person under the age of eighteen (18).
Yes ___ No
- d) Whether you and/or the entity, in a liquor related business, employed and/or intends to employ any person who was convicted of a felony of moral turpitude in the ten years prior to their, hire, or any felony within five years prior to their hire.
Yes ___ No
- e) Whether you and/or the entity has and/or intends to purchase alcoholic beverages for resale from anyone other than a licensed wholesaler.
Yes ___ No
- f) Whether the applicant has and/or intends to take and/or deliver orders for alcoholic beverages at the residence or place of business of a consumer.
Yes ___ No
- g) Whether the applicant has, in a liquor related business, obtained or intends to obtain less than 65% of its annual sales from the sale of alcoholic beverages, including beer and wine.
Yes ___ No
- h) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to any person who is visibly intoxicated and/or accompanied by someone who is visibly intoxicated.
Yes ___ No
- i) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to persons under the age of twenty-one (21).
Yes ___ No
- j) Whether you and/or the entity has and/or intends to sell and/or give away alcohol on: Christmas, Thanksgiving, and/or Easter.
Yes ___ No

¹ This includes any person identified in response to Paragraph One and/or Two.

- k) Whether you and/or the entity has and/or intends to sell and/or give away alcohol at a time other than between 8:00 am and 11:00 pm Monday through Saturday, and 10:00 am through 11:00 pm on Sunday.
Yes ___ No
- l) Whether you and/or the entity failed to pay a fee or tax levied by a municipal, county, state or federal government.
Yes ___ No
- m) Whether you and/or the entity has and/or intends to refuse to allow the Tennessee Alcoholic Beverage Commission to examine the books, papers, records, or premises of the licensee's retail liquor business.
Yes ___ No

20. **Compliance with Law and Ordinances:** By its signature affixed to this application, you and/or the entity affirms its agreement to comply with all applicable laws and ordinances and with the Rules of Regulations of the Tennessee Alcoholic Beverage Commission, state law, and local law, and affirms its agreement as to the validity and reasonableness of the regulations and inspection fees provided in the Mt. Juliet Code of Ordinances with reference to the sale of alcoholic beverages.²

21. **Authorization to Speak With Prior Employers:** By its signature affixed to this application, you and/or the entity agrees to allow the City of Mt. Juliet to contact any person or entity identified in response to Paragraph Nine.*

22. **Authorization to Speak With Bank Reference:** By its signature affixed to this application, you and/or the entity agrees to allow the City of Mt. Juliet to contact any furnisher of information set forth in Paragraph Thirteen.*

23. **Certifications:** By signing this application, you and/or the entity certifies that the City of Mt. Juliet may conduct a criminal background check on you and/or the entity, unless you and/or the entity provides a Tennessee Bureau of Investigation background check completed within 30 days prior to the date of the application.

(signature block on next page)

² To the extent any such law and/or ordinance, and/or any portion thereof, is unconstitutional, has no rational basis, or is otherwise deemed unenforceable, then such law and/or ordinance (or portion thereof) is severed and the remaining law and/or ordinance remains in effect.

BY ITS SIGNATURE BELOW, THE APPLICANT IS CERTIFYING THE ACCURACY OF EACH STATEMENT MADE IN THIS APPLICATION.

If the applicant is an individual, please complete this signature block and notary acknowledgement:

Sign: _____

Print: _____

State of _____ County of _____

Personally appeared before me, Notary Public of said County and State, _____, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, the ____ day of _____, 20__

Notary Public

My commission expires: _____

IF THE APPLICANT IS AN ENTITY, PLEASE COMPLETE THIS SIGNATURE BLOCK AND NOTARY ACKNOWLEDGEMENT:

Name of Entity: Golden Bear Wine and Spirits

Sign Name: [Signature]

Print Name: Michael Robinson


Print Title: Member

State of Tennessee County of Wilson

Before me, a Notary Public of the state and county aforesaid, personally appeared Michael Robinson with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Member (or other officer authorized to execute the instrument) of Golden Bear Wine + Spirits, the within named bargainer, a Tennessee LLC, and that he/she as such member executed the foregoing instrument for the purpose therein contained, being authorized to do so, by signing the name of the Michael Robinson by himself/herself as member.

Witness my hand, at office, this 4th day of November, 2024

Barbara Graves
Notary Public



My commission expires: 3/6/2027

THIS COMPLETED APPLICATION MUST BE SUBMITTED TO THE CITY RECORDER AT CITY HALL, 2425 N. MT. JULIET RD., MT. JULIET, TN 37122



City of Mt. Juliet, Tennessee

Retail Liquor Store License Applicant Addendum

One application will be submitted per applicant. Each person or entity, except for the entity or individual filling out this application, identified in the response to question number one, two, three, eighteen, twenty-seven and twenty-eight, must complete and submit an applicant addendum.

If the information requested is too lengthy to fit wholly on the application, please attach additional pages.

The information collected in this application will be used to conduct a background check.

1. Name: State your name, and if an entity include the name of the person filling out this form. That person must fill out an additional applicant addendum.

Michael Robinson

2. Date of Birth: Provide the applicant's date of birth, social security number, and gender (if an entity, its date of incorporation, principal place of business, and all members/officers/directors/shareholders, etc., date of birth, social security number, and gender) This information will be used solely conduct a criminal background check.* Otherwise please provide a criminal background check of all such persons that is acceptable to the City of Mt. Juliet

DOB: 02/04/81

Gender - Male

3. Residency: Identify the states that you have lived in for the past ten (10) years. Provide an address for each location as well as the time you spent at that location. If the applicant is an entity, list the states in which it is licensed or has been licensed to do business in the past ten (10) years.

2085 Brookstone Drive, Mt. Juliet - 2012-2016

1305 S. Bass Drive, Mt. Juliet - 2016-2019

1488 Woodmont Blvd, Nashville, TN 37215 - 2019 - Present

111 B Falkner Lane, Mt. Juliet - Currently building new home

4. Interest: Identify your interest and/or the entity's interest in the applicant.

33% Ownership of Robinson Developments, LP that has 50% of applied for store.

*This information is private.

5. Other Licenses: Identify any interest that you held or hold in a retail liquor business, including, but not limited to, a sale of wine in retail food store license, a direct or indirect interest in the profits of a retail liquor business, or any distillery, beer manufacturer/distributor, etc. Identify the State that granted the license and, if the person or entity no longer holds such a license or interest, the reason why the person or entity no longer holds such a license or interest.

33% Ownership of Mt. Juliet Wine & Spirits, LLC through Robinson Developments, LP.

License granted and still active with the State of Tennessee

6. Occupation: Provide the name, contact information, and type of business in which you have been employed for the past five years. List these positions by date, most recent to least recent. Include dates of employment. Further state that you give the City of Mt. Juliet permission to contact these employers.

Property Development the entire time.

Owner of Mt. Juliet Wine & Spirits as well. Self employed the entire time.

I do grant all necessary permissions to investigate these claims.

7. Business References: Provide the name and contact information of phone number of three business references.

Scott McCabe, Pinnacle Bank, 551 N. Mt. Juliet Rd, Mt. Juliet, 37122. (615) 773-6600

Ryan Auld, Fakes and Hooker Lumber, 150 S. Maple, Lebanon, 37087. (615) 444-5640

Rob Porter, Civil Site Design Group, 2305 Kline Ave., Nashville, 37211. (615) 248-9999

8. Violations of Law: State whether you or any of the entity's officers or managers have been convicted within the ten (10) year period immediately preceding the date of the application of any violation of any State or federal law or of any violation of any municipal ordinance and provide the details of such violation(s).

None

9. Capital: Identify the amount of capital you and/or the entity completing this addendum proposes to invest in the business.

\$300,000 through Robinson Developments, LP or personally as needed

10. Funds: Identify where the funds listed in response to Paragraph Nine are and/or how such funds will be obtained. Provide verification that such funds can be obtained within three months of obtaining a certificate of compliance. * Further

authorize the City of Mt. Juliet to contact any persons or entity from which funds will be obtained.

Cash accounts held at Pinnacle Bank in Mt. Juliet

Contact Scott McCabe at (615) 773-6600 for confirmation of funds.

11. Relatives: Provide the name and contact information of any relative that is an elected and/or appointed official (for appointed officials, only include persons who enforce, vote for, or oversee the sale of alcohol) in the City of Mt. Juliet and/or employed by the City of Mt. Juliet.

None

12. Relatives: Provide the name and contact information of any relative that holds any interest in any liquor business.

Only Robinson Developments, LP and principals as stated.

13. Answer the following yes or no questions. If yes, attach an addendum with an explanation.

- a) Whether the holder of any compensated public office and/or public employee has an interest and/or potential interest in the profits of the retail liquor business. **NO**
- b) Whether any alcoholic beverage manufacturer, brewer, or wholesaler holds an interest and/or potential interest in the proposed retail liquor store's building and/or fixtures and/or parcel of any person seeking a retail license. **NO**
- c) Whether you and/or the entity has, in a liquor related business, employed at any time or intends to employ any person under the age of eighteen (18). **NO**
- d) Whether you and/or the entity, in a liquor related business, employed and/or intends to employ any person who was convicted of a felony of moral turpitude in the ten years prior to their, hire, or any felony within five years prior to their hire. **NO**
- e) Whether you and/or the entity has and/or intends to purchase alcoholic beverages for resale from anyone other than a licensed wholesaler. **NO**
- f) Whether the applicant has and/or intends to take and/or deliver orders for alcoholic beverages at the residence or place of business of a consumer. **NO**
- g) Whether the applicant has, in a liquor related business, obtained or intends to obtain less than 65% of its annual sales from the sale of alcoholic beverages, including beer and wine.

- h) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to any person who is visibly intoxicated and/or accompanied by someone who is visibly intoxicated. NO
- i) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to persons under the age of twenty-one (21). NO
- j) Whether you and/or the entity has and/or intends to sell and/or give away alcohol on: Christmas, Thanksgiving, and Easter NO
- k) Whether you and/or the entity has and/or intends to sell and/or give away alcohol at a time other than between 8:00 am and 11:00 pm Monday through Saturday, and 10:00 and through 11:00 pm on Sunday. NO
- l) Whether you and/or the entity failed to pay a fee or tax levied by a municipal, county, state or federal government. NO
- m) Whether you and/or the entity has and/or intends to refuse to allow the Tennessee Alcoholic Beverage Commission to examine the books, papers, records, or premises of the licensee's retail liquor business. NO

14. Identify any system you and/or the entity will use, or previously used, in an alcohol related business, to ensure that alcohol was not sold to minors and/or persons who were visibly intoxicated. **Verification through electronic and visual inspection**

15. Compliance with Law and Ordinances: By its signature affixed to this application, you and/or the entity affirms its agreement to comply with all applicable laws and ordinances and with the Rules of Regulations of the Tennessee Alcoholic Beverage Commission, state law, and local law, and affirms its agreement as to the validity and reasonableness of the regulations and inspection fees provided in the Mt. Juliet Code of Ordinances with reference to the sale of alcoholic beverages.⁴

16. Authorization to Speak With Prior Employers: By its signature affixed to this application, you and/or the entity agrees to allow the City of Mt. Juliet to contact any person or entity identified in response to Paragraph Six.

17. Authorization to Speak With Bank Reference: By its signature affixed to this application, the you and/or the entity agrees to allow the City of Mt. Juliet to contact any furnisher of information set forth in Paragraph Ten.*

18. Certifications: By signing this application, you and/or the entity certifies that the City of Mt. Juliet may conduct a criminal background check on you and/or the entity, unless you and/or the entity provides a background check that the City of Mt. Juliet deems compliant.

⁴ To the extent any such law and/or ordinance, and/or any portion thereof, is unconstitutional, has no rational basis, or is otherwise deemed unenforceable, then such law and/or ordinance (or portion thereof) is severed and the remaining law and/or ordinance remains in effect.

*This information is private.

19. Partnership: If the entity associated with this addendum is a partnership, is a partnership, attach a copy of the partnership agreement, identifying the current general partners, limited partners, and any other type of partner, and for each partner the profit-sharing percentage in the partnership. All persons listed must complete and attach an Applicant Addendum

N/A

20. Corporation/LLC: If the entity is a corporation or a limited liability company, attach a copy of the corporate charter and a list of shareholders/members and/or any other type of interest holder that indicates their ownership percentage. Further include a list of officers/managers/directors/governors and their names and contact information. All persons listed must complete and attach an Applicant Addendum

N/A

BY ITS SIGNATURE BELOW, THE APPLICANT IS CERTIFYING THE ACCURACY OF EACH STATEMENT MADE IN THIS APPLICATION.

If the applicant is an individual, please complete this signature block and notary acknowledgement:

Sign: [Signature]

Print: Michael Robinson

State of TN County of Wilson

Personally appeared before me, Notary Public of said County and State, Michael Robinson the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, the 9 day of Feb, 2023

[Signature]
Notary Public



My commission expires: 6-10-2024

IF THE APPLICANT IS AN ENTITY, PLEASE COMPLETE THIS SIGNATURE BLOCK AND NOTARY ACKNOWLEDGEMENT:

Name of Entity: _____

Sign Name: _____

Print Name: _____

Print Title: _____

State of _____ County of _____

Before me, a Notary Public of the state and county aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ (or other officer authorized to execute the instrument) of _____ the within named bargainer, a _____ and that he/she as such _____ executed the foregoing instrument for the purpose therein contained, being authorized to do so, by signing the name of the _____ by himself/herself as _____

Witness my hand, at office, this _____ day of _____, 20__

Notary Public

My commission expires:

THIS COMPLETED APPLICATION MUST BE SUBMITTED TO THE CITY RECORDER AT CITY HALL, 2425 N. MT. JULIET RD., MT. JULIET, TN 37122



City of Mt. Juliet, Tennessee
Retail Liquor Store License Application Addendum

Each person or entity, including the applicant, identified in the answer to question number one and two of the City of Mt. Juliet's Retail Liquor Store License Application must complete and submit a separate application addendum at the time of application submittal.

In addition to the non-refundable application fee payment of \$500.00, a non-refundable payment of \$29.00 for a Tennessee Bureau of Investigation background check is due for each application addendum.

This completed application addendum must be submitted with the Retail Liquor Store Application to Emily Taylor or Sheila Lockett at City Hall, 2425 N. Mt. Juliet Rd., Mt. Juliet, TN 37122. Applications will be released October 22, 2024, at 9a.m. and must be turned in on or before Friday, November 1, 2024, no later than 4:00p.m.

Attach additional sheets as needed to provide the required information.

The information collected in this application will be used to conduct a criminal background check.

1. **Name:** State your full name and title.

Full Name: Christopher B. Robinson
Title: Member

2. **Identifying Information:** Provide your date of birth, social security number, address, and phone number. This information will be used solely for a criminal background check.

Date of Birth: 2/22/1977
Social Security Number:

3. **Contact Information:** Provide your home address, phone number, and email address.

Home Address: 305 E. Chandler Ct.
Phone Number: 615-642-1111
Email Address: Chris@robinsonproperties.com

4. **Public Office:** State whether you hold a public office, whether appointed or elected.

Hold public office: ___ yes no

If yes, what position: _____

If yes, is it an uncompensated appointment to a municipal board or commission where you have no duty to vote, overlook, or superintend the sale of alcoholic beverages? _____

5. **Public Employee:** State whether you are a public employee.

Public employee: ___ yes no

If yes, what position and where? _____

6. **Residency:** Identify the state(s) you have lived in for the past ten (10) years. Provide an address for each location as well as the time you spent at that location.

Address: 305 E. Chandler Ct. Mt. Juliet TN 37122

Dates: To: 2024 From: ~~2017~~ 2014

Address: _____

Dates: To: _____ From: _____

Address: _____

Dates: To: _____ From: _____

7. **Interest:** Identify your interest, whether direct or indirect, in the applicant and/or business entity.

Direct

8. **Other Licenses:** Identify any interest that you held or hold in a retail liquor business, including, but not limited to, a sale of wine in retail food store license, a direct or indirect interest in the profits of a retail liquor business. or any distillery, beer manufacturer/distributor, etc. Identify the State that granted the license and, if the person or entity no longer holds such a license or interest, the reason why the person or entity no longer holds such a license or interest.

Mt. Juliet Wine & Spirits LLC

9. **Occupation:** Provide the name, contact information, and type of business in which you have been employed for the past five years. List these positions by date, most recent to least recent. Include dates of employment. *Further, state that you give the City of Mt. Juliet permission to contact these employers.

Name: Robinson Properties
Type of Business: Real Estate Development
Address: 1400 N. Mt. Juliet Rd. Ste 200 Mt. Juliet 37122
Phone: 615-754-2019
Dates: To: 2024 From: 1995

Name: _____
Type of Business: _____
Address: _____
Phone: _____
Dates: To: _____ From: _____

10. **Business References:** Provide the name and phone number of three business references.

Name: Mark Hinesky Phone: 615-668-5614
Name: Ken Powers Phone: 615-476-1127
Name: Steve Griffith Phone: 615-482-5166

11. **Violations of Law:** State whether you, your spouse, or any of the entity's officers or managers have been convicted within the ten (10) year period immediately preceding the date of the application of any violation of any State or federal law or of any violation of any municipal ordinance and provide the details of such violation(s), excluding minor traffic violations.

N/A

12. **Capital:** Identify the amount of capital you propose to invest in the business.

\$750,000

13. **Funds:** Identify where the funds listed in response to Paragraph Ten are and/or how such funds will be obtained. Provide verification that such funds can be obtained within three months of obtaining a certificate of compliance. * Further, authorize the City of Mt. Juliet to contact any persons or entity from which funds will be obtained.

Pinnacle Bank - Scott McCabe - Funds on hand
615-773-6612

14. **Bankruptcy:** Identify whether you have filed for bankruptcy. Include the date, case number, type of bankruptcy, and the resolution.

N/A

15. **Relatives:** Provide the name and position of any relative that is an elected and/or appointed official (for appointed officials, only include persons who enforce, vote for, or oversee the sale of alcohol) in the City of Mt. Juliet and/or employed by the City of Mt. Juliet.

Name: N/A Position Held: _____
Name: _____ Position Held: _____

16. **Relatives:** Provide the name and contact information of any relative that holds any interest in any liquor business.

Name: Bill Robinson Phone: 615-642-4444
Address: 1640 Tate Lane, Mt. Juliet TN 37122

Name: Michael Robinson Phone: 615-642-3030
Address: 111 B Falkner Lane, Mt. Juliet TN 37122

17. **Spouse:** Identify whether your spouse would be eligible or ineligible to receive a retail liquor license. If ineligible, provide the reason.

Spouse is eligible ineligible

Reason for ineligibility: _____

18. Identify any system the applicant will use, or previously used,¹ in an alcohol related business, to ensure that alcohol was not sold to minors and/or persons who were visibly intoxicated.

ID scans, Employee training program

19. **Questions:** Answer “yes” or “no” to the following questions. If yes, attach an addendum with an explanation.

- a) Whether the holder of any compensated public office and/or public employee has an interest and/or potential interest in the profits of the retail liquor business.
Yes ___ No
- b) Whether any alcoholic beverage manufacturer, brewer, or wholesaler holds an interest and/or potential interest in the proposed retail liquor store’s building and/or fixtures and/or parcel of any person seeking a retail license.
Yes ___ No
- c) Whether you and/or the entity has, in a liquor related business, employed at any time or intends to employ any person under the age of eighteen (18).
Yes ___ No
- d) Whether you and/or the entity, in a liquor related business, employed and/or intends to employ any person who was convicted of a felony of moral turpitude in the ten years prior to their, hire, or any felony within five years prior to their hire.
Yes ___ No
- e) Whether you and/or the entity has and/or intends to purchase alcoholic beverages for resale from anyone other than a licensed wholesaler.
Yes ___ No
- f) Whether the applicant has and/or intends to take and/or deliver orders for alcoholic beverages at the residence or place of business of a consumer.
Yes ___ No
- g) Whether the applicant has, in a liquor related business, obtained or intends to obtain less than 65% of its annual sales from the sale of alcoholic beverages, including beer and wine.
Yes ___ No
- h) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to any person who is visibly intoxicated and/or accompanied by someone who is visibly intoxicated.
Yes ___ No
- i) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to persons under the age of twenty-one (21).
Yes ___ No
- j) Whether you and/or the entity has and/or intends to sell and/or give away alcohol on: Christmas, Thanksgiving, and/or Easter.
Yes ___ No

¹ This includes any person identified in response to Paragraph One and/or Two.

- k) Whether you and/or the entity has and/or intends to sell and/or give away alcohol at a time other than between 8:00 am and 11:00 pm Monday through Saturday, and 10:00 am through 11:00 pm on Sunday.
 Yes ___ No
- l) Whether you and/or the entity failed to pay a fee or tax levied by a municipal, county, state or federal government.
 Yes ___ No
- m) Whether you and/or the entity has and/or intends to refuse to allow the Tennessee Alcoholic Beverage Commission to examine the books, papers, records, or premises of the licensee's retail liquor business.
 Yes ___ No

20. **Compliance with Law and Ordinances:** By its signature affixed to this application, you and/or the entity affirms its agreement to comply with all applicable laws and ordinances and with the Rules of Regulations of the Tennessee Alcoholic Beverage Commission, state law, and local law, and affirms its agreement as to the validity and reasonableness of the regulations and inspection fees provided in the Mt. Juliet Code of Ordinances with reference to the sale of alcoholic beverages.²
21. **Authorization to Speak With Prior Employers:** By its signature affixed to this application, you and/or the entity agrees to allow the City of Mt. Juliet to contact any person or entity identified in response to Paragraph Nine.*
22. **Authorization to Speak With Bank Reference:** By its signature affixed to this application, you and/or the entity agrees to allow the City of Mt. Juliet to contact any furnisher of information set forth in Paragraph Thirteen.*
23. **Certifications:** By signing this application, you and/or the entity certifies that the City of Mt. Juliet may conduct a criminal background check on you and/or the entity, unless you and/or the entity provides a Tennessee Bureau of Investigation background check completed within 30 days prior to the date of the application.

(signature block on next page)

² To the extent any such law and/or ordinance, and/or any portion thereof, is unconstitutional, has no rational basis, or is otherwise deemed unenforceable, then such law and/or ordinance (or portion thereof) is severed and the remaining law and/or ordinance remains in effect.

BY ITS SIGNATURE BELOW, THE APPLICANT IS CERTIFYING THE ACCURACY OF EACH STATEMENT MADE IN THIS APPLICATION.

If the applicant is an individual, please complete this signature block and notary acknowledgement:

Sign: _____

Print: _____

State of _____ County of _____

Personally appeared before me, Notary Public of said County and State, _____, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, the ____ day of _____, 20__

Notary Public

My commission expires: _____

IF THE APPLICANT IS AN ENTITY, PLEASE COMPLETE THIS SIGNATURE BLOCK AND NOTARY ACKNOWLEDGEMENT:

Name of Entity: Golden Bear Wine + Spirits

Sign Name: [Signature]

Print Name: Chris Robinson

Print Title: Member

State of Tennessee County of Wilson

Before me, a Notary Public of the state and county aforesaid, personally appeared Chris Robinson with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be member (or other officer authorized to execute the instrument) of Golden Bear Wine + Spirits the within named bargainer, a Tennessee LLC, and that he/she as such member executed the foregoing instrument for the purpose therein contained, being authorized to do so, by signing the name of the Chris Robinson by himself/herself as member.

Witness my hand, at office, this 4th day of November, 2024

Barbara Graves
Notary Public

My commission expires: 3/6/2027



THIS COMPLETED APPLICATION MUST BE SUBMITTED TO THE CITY RECORDER AT CITY HALL, 2425 N. MT. JULIET RD., MT. JULIET, TN 37122



City of Mt. Juliet, Tennessee

Retail Liquor Store License Applicant Addendum

One application will be submitted per applicant. Each person or entity, except for the entity or individual filling out this application, identified in the response to question number one, two, three, eighteen, twenty-seven and twenty-eight, must complete and submit an applicant addendum.

If the information requested is too lengthy to fit wholly on the application, please attach additional pages.

The information collected in this application will be used to conduct a background check.

1. Name: State your name, and if an entity include the name of the person filling out this form. That person must fill out an additional applicant addendum.

Chris Robinson

2. Date of Birth: Provide the applicant's date of birth, social security number, and gender (if an entity, its date of incorporation, principal place of business, and all members/officers/directors/shareholders, etc., date of birth, social security number, and gender) This information will be used solely conduct a criminal background check.* Otherwise please provide a criminal background check of all such persons that is acceptable to the City of Mt. Juliet

DOB: 02/22/77

Gender - Male

3. Residency: Identify the states that you have lived in for the past ten (10) years. Provide an address for each location as well as the time you spent at that location. If the applicant is an entity, list the states in which it is licensed or has been licensed to do business in the past ten (10) years.

Mt. Juliet, TN for past ten years

2082 Brookstone Drive, Mt. Juliet - 2012-2014

305 E. Chandler Court, Mt. Juliet - 2014 - Present

305

4. Interest: Identify your interest and/or the entity's interest in the applicant.

33% Ownership of Robinson Developments, LP that has 50% of applied for store.

5. Other Licenses: Identify any interest that you held or hold in a retail liquor business, including, but not limited to, a sale of wine in retail food store license, a direct or indirect interest in the profits of a retail liquor business, or any distillery, beer manufacturer/distributor, etc. Identify the State that granted the license and, if the person or entity no longer holds such a license or interest, the reason why the person or entity no longer holds such a license or interest.

33% Ownership of Mt. Juliet Wine & Spirits, LLC through Robinson Developments, LP.

License granted and still active with the State of Tennessee

6. Occupation: Provide the name, contact information, and type of business in which you have been employed for the past five years. List these positions by date, most recent to least recent. Include dates of employment. Further state that you give the City of Mt. Juliet permission to contact these employers.

Property Development the entire time.

Owner of Mt. Juliet Wine & Spirits as well. Self employed the entire time.

I do grant all necessary permissions to investigate these claims.

7. Business References: Provide the name and contact information of phone number of three business references.

Scott McCabe, Pinnacle Bank, 551 N. Mt. Juliet Rd, Mt. Juliet, 37122. (615) 773-6600

Ryan Aulds, Fakes and Hooker Lumber, 150 S. Maple, Lebanon, 37087. (615) 444-5640

Rob Porter, Civil Site Design Group, 2305 Kline Ave., Nashville, 37211. (615) 248-9999

8. Violations of Law: State whether you or any of the entity's officers or managers have been convicted within the ten (10) year period immediately preceding the date of the application of any violation of any State or federal law or of any violation of any municipal ordinance and provide the details of such violation(s).

None

9. Capital: Identify the amount of capital you and/or the entity completing this addendum proposes to invest in the business.

\$300,000 through Robinson Developments, LP or personally as needed

10. Funds: Identify where the funds listed in response to Paragraph Nine are and/or how such funds will be obtained. Provide verification that such funds can be obtained within three months of obtaining a certificate of compliance. * Further

authorize the City of Mt. Juliet to contact any persons or entity from which funds will be obtained.

Cash accounts held at Pinnacle Bank in Mt. Juliet

Contact Scott McCabe at (615) 773-6600 for confirmation of funds.

11. Relatives: Provide the name and contact information of any relative that is an elected and/or appointed official (for appointed officials, only include persons who enforce, vote for, or oversee the sale of alcohol) in the City of Mt. Juliet and/or employed by the City of Mt. Juliet.

None

12. Relatives: Provide the name and contact information of any relative that holds any interest in any liquor business.

Only Robinson Developments, LP and principals as stated.

13. Answer the following yes or no questions. If yes, attach an addendum with an explanation.

- a) Whether the holder of any compensated public office and/or public employee has an interest and/or potential interest in the profits of the retail liquor business. NO
- b) Whether any alcoholic beverage manufacturer, brewer, or wholesaler holds an interest and/or potential interest in the proposed retail liquor store's building and/or fixtures and/or parcel of any person seeking a retail license. NO
- c) Whether you and/or the entity has, in a liquor related business, employed at any time or intends to employ any person under the age of eighteen (18). NO
- d) Whether you and/or the entity, in a liquor related business, employed and/or intends to employ any person who was convicted of a felony of moral turpitude in the ten years prior to their, hire, or any felony within five years prior to their hire. NO
- e) Whether you and/or the entity has and/or intends to purchase alcoholic beverages for resale from anyone other than a licensed wholesaler. NO
- f) Whether the applicant has and/or intends to take and/or deliver orders for alcoholic beverages at the residence or place of business of a consumer. NO
- g) Whether the applicant has, in a liquor related business, obtained or intends to obtain less than 65% of its annual sales from the sale of alcoholic beverages, including beer and wine.

- h) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to any person who is visibly intoxicated and/or accompanied by someone who is visibly intoxicated. NO
- i) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to persons under the age of twenty-one (21). NO
- j) Whether you and/or the entity has and/or intends to sell and/or give away alcohol on: Christmas, Thanksgiving, and Easter NO
- k) Whether you and/or the entity has and/or intends to sell and/or give away alcohol at a time other than between 8:00 am and 11:00 pm Monday through Saturday, and 10:00 and through 11:00 pm on Sunday. NO
- l) Whether you and/or the entity failed to pay a fee or tax levied by a municipal, county, state or federal government. NO
- m) Whether you and/or the entity has and/or intends to refuse to allow the Tennessee Alcoholic Beverage Commission to examine the books, papers, records, or premises of the licensee's retail liquor business. NO

14. Identify any system you and/or the entity will use, or previously used, in an alcohol related business, to ensure that alcohol was not sold to minors and/or persons who were visibly intoxicated. **Verification through electronic and visual inspection**

15. Compliance with Law and Ordinances: By its signature affixed to this application, you and/or the entity affirms its agreement to comply with all applicable laws and ordinances and with the Rules of Regulations of the Tennessee Alcoholic Beverage Commission, state law, and local law, and affirms its agreement as to the validity and reasonableness of the regulations and inspection fees provided in the Mt. Juliet Code of Ordinances with reference to the sale of alcoholic beverages.⁴

16. Authorization to Speak With Prior Employers: By its signature affixed to this application, you and/or the entity agrees to allow the City of Mt. Juliet to contact any person or entity identified in response to Paragraph Six.

17. Authorization to Speak With Bank Reference: By its signature affixed to this application, the you and/or the entity agrees to allow the City of Mt. Juliet to contact any furnisher of information set forth in Paragraph Ten.*

18. Certifications: By signing this application, you and/or the entity certifies that the City of Mt. Juliet may conduct a criminal background check on you and/or the entity, unless you and/or the entity provides a background check that the City of Mt. Juliet deems compliant.

⁴ To the extent any such law and/or ordinance, and/or any portion thereof, is unconstitutional, has no rational basis, or is otherwise deemed unenforceable, then such law and/or ordinance (or portion thereof) is severed and the remaining law and/or ordinance remains in effect.

19. Partnership: If the entity associated with this addendum is a partnership, is a partnership, attach a copy of the partnership agreement, identifying the current general partners, limited partners, and any other type of partner, and for each partner the profit-sharing percentage in the partnership. All persons listed must complete and attach an Applicant Addendum

N/A

20. Corporation/LLC: If the entity is a corporation or a limited liability company, attach a copy of the corporate charter and a list of shareholders/members and/or any other type of interest holder that indicates their ownership percentage. Further include a list of officers/managers/directors/governors and their names and contact information. All persons listed must complete and attach an Applicant Addendum

N/A

BY ITS SIGNATURE BELOW, THE APPLICANT IS CERTIFYING THE ACCURACY OF EACH STATEMENT MADE IN THIS APPLICATION.

If the applicant is an individual, please complete this signature block and notary acknowledgement:

Sign: [Signature]

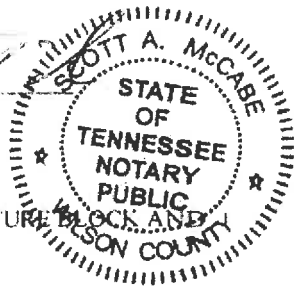
Print: Chris Robinson

State of TN County of Wilson

Personally appeared before me, Notary Public of said County and State, Chris Robinson the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, the 9 day of Feb, 2023

[Signature]
Notary Public



My commission expires: 6-10-2024

IF THE APPLICANT IS AN ENTITY, PLEASE COMPLETE THIS SIGNATURE BLOCK AND NOTARY ACKNOWLEDGEMENT:

Name of Entity: _____

Sign Name: _____

Print Name: _____

Print Title: _____

State of _____ County of _____

Before me, a Notary Public of the state and county aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ (or other officer authorized to execute the instrument) of _____, the within named bargainer, a _____ and that he/she as such _____ executed the foregoing instrument for the purpose therein contained, being authorized to do so, by signing the name of the _____ by himself/herself as _____

Witness my hand, at office, this _____ day of _____, 20____

Notary Public

My commission expires: _____

THIS COMPLETED APPLICATION MUST BE SUBMITTED TO THE CITY RECORDER AT CITY HALL, 2425 N. MT. JULIET RD., MT. JULIET, TN 37122

*This information is private.



City of Mt. Juliet, Tennessee
Retail Liquor Store License Application Addendum

Each person or entity, including the applicant, identified in the answer to question number one and two of the City of Mt. Juliet's Retail Liquor Store License Application must complete and submit a separate application addendum at the time of application submittal.

In addition to the non-refundable application fee payment of \$500.00, a non-refundable payment of \$29.00 for a Tennessee Bureau of Investigation background check is due for each application addendum.

This completed application addendum must be submitted with the Retail Liquor Store Application to Emily Taylor or Sheila Lockett at City Hall, 2425 N. Mt. Juliet Rd., Mt. Juliet, TN 37122. Applications will be released October 22, 2024, at 9a.m. and must be turned in on or before Friday, November 1, 2024, no later than 4:00p.m.

Attach additional sheets as needed to provide the required information.

The information collected in this application will be used to conduct a criminal background check.

1. **Name:** State your full name and title.

Full Name: Billy C. ROBINSON
Title: MEMBER

2. **Identifying Information:** Provide your date of birth, social security number, address, and phone number. This information will be used solely for a criminal background check.

Date of Birth: 11/25/1950
Social Security Number: _____

3. **Contact Information:** Provide your home address, phone number, and email address.

Home Address: 1640 TATE LANE, Mount Juliet, TN 37122
Phone Number: 615-642-4444
Email Address: BILL@ROBINSONPROPERTIES.COM

4. **Public Office:** State whether you hold a public office, whether appointed or elected.

Hold public office: ___ yes no

If yes, what position: _____

If yes, is it an uncompensated appointment to a municipal board or commission where you have no duty to vote, overlook, or superintend the sale of alcoholic beverages? _____

5. **Public Employee:** State whether you are a public employee.

Public employee: ___ yes no

If yes, what position and where? _____

6. **Residency:** Identify the state(s) you have lived in for the past ten (10) years. Provide an address for each location as well as the time you spent at that location.

Address: 1640 TATE LN MOUNT JULIET, TN 37122

Dates: To: 11/14/18 From: PRESENT

Address: 487 South RUTHLAND Rd MOUNT, JULIET TN 37122

Dates: To: 11/1/1992 From: 11/13/18

Address: _____

Dates: To: _____ From: _____

7. **Interest:** Identify your interest, whether direct or indirect, in the applicant and/or business entity.

DIRECT

8. **Other Licenses:** Identify any interest that you held or hold in a retail liquor business, including, but not limited to, a sale of wine in retail food store license, a direct or indirect interest in the profits of a retail liquor business. or any distillery, beer manufacturer/distributor, etc. Identify the State that granted the license and, if the person or entity no longer holds such a license or interest, the reason why the person or entity no longer holds such a license or interest.

I hold A INTEREST IN MNT. JULIE WINE & SPIRITS, MNT. JULIET, TN 37122

9. **Occupation:** Provide the name, contact information, and type of business in which you have been employed for the past five years. List these positions by date, most recent to least recent. Include dates of employment. *Further, state that you give the City of Mt. Juliet permission to contact these employers.

Name: ROBINSON PROPERTIES
Type of Business: REAL ESTATE DEVELOPMENT & CONST
Address: 1400 N. GWT. JULIET RD
Phone: 615-754-2019
Dates: To: 1/1/1987 From: PRESENT

Name: _____
Type of Business: _____
Address: _____
Phone: _____
Dates: To: _____ From: _____

10. **Business References:** Provide the name and phone number of three business references.

Name: KENNETH POWERS Phone: 615-476-1127
Name: MARK HINESLEY Phone: 615-668-5614
Name: STEVE GRIFFITH Phone: 615-482-5166

11. **Violations of Law:** State whether you, your spouse, or any of the entity's officers or managers have been convicted within the ten (10) year period immediately preceding the date of the application of any violation of any State or federal law or of any violation of any municipal ordinance and provide the details of such violation(s), excluding minor traffic violations.

NO

12. **Capital:** Identify the amount of capital you propose to invest in the business.

750,000 PLUS BUILDING COST (\$2,000,000)

13. **Funds:** Identify where the funds listed in response to Paragraph Ten are and/or how such funds will be obtained. Provide verification that such funds can be obtained within three months of obtaining a certificate of compliance. * Further, authorize the City of Mt. Juliet to contact any persons or entity from which funds will be obtained.

CONTACT SCOTT MCGADE AT PINNACLE
BANK 615-773-5600. ALL FUNDS
AVAILABLE NOW

14. **Bankruptcy:** Identify whether you have filed for bankruptcy. Include the date, case number, type of bankruptcy, and the resolution.

I HAVE NEVER FILED FOR BANKRUPTCY.

15. **Relatives:** Provide the name and position of any relative that is an elected and/or appointed official (for appointed officials, only include persons who enforce, vote for, or oversee the sale of alcohol) in the City of Mt. Juliet and/or employed by the City of Mt. Juliet.

Name: NONE Position Held: _____
Name: _____ Position Held: _____

16. **Relatives:** Provide the name and contact information of any relative that holds any interest in any liquor business.

Name: CHRISTOPHER ROBINSON Phone: 615-642-1111
Address: 305 EAST CHANDLER COURT, MT. JULIET, TN
37122
Name: MICHAEL ROBINSON Phone: 615-642-3030
Address: 111 B. FAULKNER LN, MT. JULIET, TN
37122

17. **Spouse:** Identify whether your spouse would be eligible or ineligible to receive a retail liquor license. If ineligible, provide the reason.

Spouse is eligible ___ ineligible
Reason for ineligibility: _____

18. Identify any system the applicant will use, or previously used,¹ in an alcohol related business, to ensure that alcohol was not sold to minors and/or persons who were visibly intoxicated.

WE HAVE DONE + WILL DO ID SCAN + EMPLOYEE TRAINING.

19. **Questions:** Answer “yes” or “no” to the following questions. If yes, attach an addendum with an explanation.

- a) Whether the holder of any compensated public office and/or public employee has an interest and/or potential interest in the profits of the retail liquor business.
Yes ___ No
- b) Whether any alcoholic beverage manufacturer, brewer, or wholesaler holds an interest and/or potential interest in the proposed retail liquor store’s building and/or fixtures and/or parcel of any person seeking a retail license.
Yes ___ No
- c) Whether you and/or the entity has, in a liquor related business, employed at any time or intends to employ any person under the age of eighteen (18).
Yes ___ No
- d) Whether you and/or the entity, in a liquor related business, employed and/or intends to employ any person who was convicted of a felony of moral turpitude in the ten years prior to their, hire, or any felony within five years prior to their hire.
Yes ___ No
- e) Whether you and/or the entity has and/or intends to purchase alcoholic beverages for resale from anyone other than a licensed wholesaler.
Yes ___ No
- f) Whether the applicant has and/or intends to take and/or deliver orders for alcoholic beverages at the residence or place of business of a consumer.
Yes ___ No
- g) Whether the applicant has, in a liquor related business, obtained or intends to obtain less than 65% of its annual sales from the sale of alcoholic beverages, including beer and wine.
Yes ___ No
- h) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to any person who is visibly intoxicated and/or accompanied by someone who is visibly intoxicated.
Yes ___ No
- i) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to persons under the age of twenty-one (21).
Yes ___ No
- j) Whether you and/or the entity has and/or intends to sell and/or give away alcohol on: Christmas, Thanksgiving, and/or Easter.
Yes ___ No

¹ This includes any person identified in response to Paragraph One and/or Two.

- k) Whether you and/or the entity has and/or intends to sell and/or give away alcohol at a time other than between 8:00 am and 11:00 pm Monday through Saturday, and 10:00 am through 11:00 pm on Sunday.
 Yes ___ No
- l) Whether you and/or the entity failed to pay a fee or tax levied by a municipal, county, state or federal government.
 Yes ___ No
- m) Whether you and/or the entity has and/or intends to refuse to allow the Tennessee Alcoholic Beverage Commission to examine the books, papers, records, or premises of the licensee's retail liquor business.
 Yes ___ No

20. Compliance with Law and Ordinances: By its signature affixed to this application, you and/or the entity affirms its agreement to comply with all applicable laws and ordinances and with the Rules of Regulations of the Tennessee Alcoholic Beverage Commission, state law, and local law, and affirms its agreement as to the validity and reasonableness of the regulations and inspection fees provided in the Mt. Juliet Code of Ordinances with reference to the sale of alcoholic beverages.²

21. Authorization to Speak With Prior Employers: By its signature affixed to this application, you and/or the entity agrees to allow the City of Mt. Juliet to contact any person or entity identified in response to Paragraph Nine.*

22. Authorization to Speak With Bank Reference: By its signature affixed to this application, you and/or the entity agrees to allow the City of Mt. Juliet to contact any furnisher of information set forth in Paragraph Thirteen.*

23. Certifications: By signing this application, you and/or the entity certifies that the City of Mt. Juliet may conduct a criminal background check on you and/or the entity, unless you and/or the entity provides a Tennessee Bureau of Investigation background check completed within 30 days prior to the date of the application.

(signature block on next page)

² To the extent any such law and/or ordinance, and/or any portion thereof, is unconstitutional, has no rational basis, or is otherwise deemed unenforceable, then such law and/or ordinance (or portion thereof) is severed and the remaining law and/or ordinance remains in effect.

BY ITS SIGNATURE BELOW, THE APPLICANT IS CERTIFYING THE ACCURACY OF EACH STATEMENT MADE IN THIS APPLICATION.

If the applicant is an individual, please complete this signature block and notary acknowledgement:

Sign: _____

Print: _____

State of _____ County of _____

Personally appeared before me, Notary Public of said County and State, _____, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, the ____ day of _____, 20__

Notary Public

My commission expires: _____

IF THE APPLICANT IS AN ENTITY, PLEASE COMPLETE THIS SIGNATURE BLOCK AND NOTARY ACKNOWLEDGEMENT:

Name of Entity: GOLDEN BEAR WINE & SPIRITS LLC

Sign Name: Billy C. Robinson

Print Name: Billy C. Robinson

Print Title: MEMBER

State of Tennessee County of Wilson

Before me, a Notary Public of the state and county aforesaid, personally appeared Billy C. Robinson with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be member (or other officer authorized to execute the instrument) of Golden Bear Wine & Spirits the within named bargainer, a Tennessee LLC, and that he/she as such member executed the foregoing instrument for the purpose therein contained, being authorized to do so, by signing the name of the Billy C. Robinson by himself/herself as member.

Witness my hand, at office, this 4th day of November, 2024

Barbara Graves
Notary Public



My commission expires: 3/6/2027

THIS COMPLETED APPLICATION MUST BE SUBMITTED TO THE CITY RECORDER AT CITY HALL, 2425 N. MT. JULIET RD., MT. JULIET, TN 37122



City of Mt. Juliet, Tennessee

Retail Liquor Store License Applicant Addendum

One application will be submitted per applicant. Each person or entity, except for the entity or individual filling out this application, identified in the response to question number one, two, three, eighteen, twenty-seven and twenty-eight, must complete and submit an applicant addendum.

If the information requested is too lengthy to fit wholly on the application, please attach additional pages.

The information collected in this application will be used to conduct a background check.

1. Name: State your name, and if an entity include the name of the person filling out this form. That person must fill out an additional applicant addendum.

Bill Robinson

2. Date of Birth: Provide the applicant's date of birth, social security number, and gender (if an entity, its date of incorporation, principal place of business, and all members/officers/directors/shareholders, etc., date of birth, social security number, and gender) This information will be used solely conduct a criminal background check.* Otherwise please provide a criminal background check of all such persons that is acceptable to the City of Mt. Juliet

DOB: 11/25/50

Gender - Male

3. Residency: Identify the states that you have lived in for the past ten (10) years. Provide an address for each location as well as the time you spent at that location. If the applicant is an entity, list the states in which it is licensed or has been licensed to do business in the past ten (10) years.

Mt. Juliet, TN for past ten years

487 S. Rutland Road, Mt. Juliet - 2012-2019

1640 Tate Lane, Mt. Juliet - 2019 - Present

4. Interest: Identify your interest and/or the entity's interest in the applicant.

33% Ownership of Robinson Developments, LP that has 50% of applied for store.

5. Other Licenses: Identify any interest that you held or hold in a retail liquor business, including, but not limited to, a sale of wine in retail food store license, a direct or indirect interest in the profits of a retail liquor business, or any distillery, beer manufacturer/distributor, etc. Identify the State that granted the license and, if the person or entity no longer holds such a license or interest, the reason why the person or entity no longer holds such a license or interest.

33% Ownership of Mt. Juliet Wine & Spirits, LLC through Robinson Developments, LP.

License granted and still active with the State of Tennessee

6. Occupation: Provide the name, contact information, and type of business in which you have been employed for the past five years. List these positions by date, most recent to least recent. Include dates of employment. Further state that you give the City of Mt. Juliet permission to contact these employers.

Property Development the entire time.

Owner of Mt. Juliet Wine & Spirits as well. Self employed the entire time.

I do grant all necessary permissions to investigate these claims.

7. Business References: Provide the name and contact information of phone number of three business references.

Scott McCabe, Pinnacle Bank, 551 N. Mt. Juliet Rd, Mt. Juliet, 37122. (615) 773-6600

Ryan Aulds, Fakes and Hooker Lumber, 150 S. Maple, Lebanon, 37087. (615) 444-5640

Rob Porter, Civil Site Design Group, 2305 Kline Ave., Nashville, 37211. (615) 248-9999

8. Violations of Law: State whether you or any of the entity's officers or managers have been convicted within the ten (10) year period immediately preceding the date of the application of any violation of any State or federal law or of any violation of any municipal ordinance and provide the details of such violation(s).

None

9. Capital: Identify the amount of capital you and/or the entity completing this addendum proposes to invest in the business.

\$300,000 through Robinson Developments, LP or personally as needed

10. Funds: Identify where the funds listed in response to Paragraph Nine are and/or how such funds will be obtained. Provide verification that such funds can be obtained within three months of obtaining a certificate of compliance. * Further

authorize the City of Mt. Juliet to contact any persons or entity from which funds will be obtained.

Cash accounts held at Pinnacle Bank in Mt. Juliet

Contact Scott McCabe at (615) 773-6600 for confirmation of funds.

11. Relatives: Provide the name and contact information of any relative that is an elected and/or appointed official (for appointed officials, only include persons who enforce, vote for, or oversee the sale of alcohol) in the City of Mt. Juliet and/or employed by the City of Mt. Juliet.

None

12. Relatives: Provide the name and contact information of any relative that holds any interest in any liquor business.

Only Robinson Developments, LP and principals as stated.

13. Answer the following yes or no questions. If yes, attach an addendum with an explanation.

- a) Whether the holder of any compensated public office and/or public employee has an interest and/or potential interest in the profits of the retail liquor business. NO
- b) Whether any alcoholic beverage manufacturer, brewer, or wholesaler holds an interest and/or potential interest in the proposed retail liquor store's building and/or fixtures and/or parcel of any person seeking a retail license. NO
- c) Whether you and/or the entity has, in a liquor related business, employed at any time or intends to employ any person under the age of eighteen (18). NO
- d) Whether you and/or the entity, in a liquor related business, employed and/or intends to employ any person who was convicted of a felony of moral turpitude in the ten years prior to their, hire, or any felony within five years prior to their hire. NO
- e) Whether you and/or the entity has and/or intends to purchase alcoholic beverages for resale from anyone other than a licensed wholesaler. NO
- f) Whether the applicant has and/or intends to take and/or deliver orders for alcoholic beverages at the residence or place of business of a consumer. NO
- g) Whether the applicant has, in a liquor related business, obtained or intends to obtain less than 65% of its annual sales from the sale of alcoholic beverages, including beer and wine.

- h) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to any person who is visibly intoxicated and/or accompanied by someone who is visibly intoxicated. NO
- i) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to persons under the age of twenty-one (21). NO
- j) Whether you and/or the entity has and/or intends to sell and/or give away alcohol on: Christmas, Thanksgiving, and Easter NO
- k) Whether you and/or the entity has and/or intends to sell and/or give away alcohol at a time other than between 8:00 am and 11:00 pm Monday through Saturday, and 10:00 and through 11:00 pm on Sunday. NO
- l) Whether you and/or the entity failed to pay a fee or tax levied by a municipal, county, state or federal government. NO
- m) Whether you and/or the entity has and/or intends to refuse to allow the Tennessee Alcoholic Beverage Commission to examine the books, papers, records, or premises of the licensee's retail liquor business. NO

14. Identify any system you and/or the entity will use, or previously used, in an alcohol related business, to ensure that alcohol was not sold to minors and/or persons who were visibly intoxicated. **Verification through electronic and visual inspection**

15. Compliance with Law and Ordinances: By its signature affixed to this application, you and/or the entity affirms its agreement to comply with all applicable laws and ordinances and with the Rules of Regulations of the Tennessee Alcoholic Beverage Commission, state law, and local law, and affirms its agreement as to the validity and reasonableness of the regulations and inspection fees provided in the Mt. Juliet Code of Ordinances with reference to the sale of alcoholic beverages.⁴

16. Authorization to Speak With Prior Employers: By its signature affixed to this application, you and/or the entity agrees to allow the City of Mt. Juliet to contact any person or entity identified in response to Paragraph Six.

17. Authorization to Speak With Bank Reference: By its signature affixed to this application, the you and/or the entity agrees to allow the City of Mt. Juliet to contact any furnisher of information set forth in Paragraph Ten.*

18. Certifications: By signing this application, you and/or the entity certifies that the City of Mt. Juliet may conduct a criminal background check on you and/or the entity, unless you and/or the entity provides a background check that the City of Mt. Juliet deems compliant.

⁴ To the extent any such law and/or ordinance, and/or any portion thereof, is unconstitutional, has no rational basis, or is otherwise deemed unenforceable, then such law and/or ordinance (or portion thereof) is severed and the remaining law and/or ordinance remains in effect.

19. Partnership: If the entity associated with this addendum is a partnership, is a partnership, attach a copy of the partnership agreement, identifying the current general partners, limited partners, and any other type of partner, and for each partner the profit-sharing percentage in the partnership. All persons listed must complete and attach an Applicant Addendum

N/A

20. Corporation/LLC: If the entity is a corporation or a limited liability company, attach a copy of the corporate charter and a list of shareholders/members and/or any other type of interest holder that indicates their ownership percentage. Further include a list of officers/managers/directors/governors and their names and contact information. All persons listed must complete and attach an Applicant Addendum

N/A

BY ITS SIGNATURE BELOW, THE APPLICANT IS CERTIFYING THE ACCURACY OF EACH STATEMENT MADE IN THIS APPLICATION.

If the applicant is an individual please complete this signature block and notary acknowledgement:

Sign: [Signature]

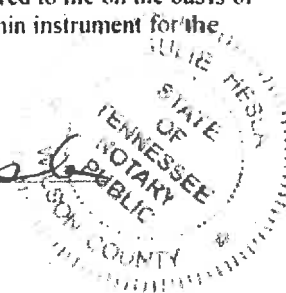
Print: Billy C Robinson

State of Tennessee County of Wilson

Personally appeared before me, Notary Public of said County and State, Billy C Robinson the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, the 9 day of Feb, 2023

[Signature]
Notary Public



My commission expires 7-25-2024

IF THE APPLICANT IS AN ENTITY, PLEASE COMPLETE THIS SIGNATURE BLOCK AND NOTARY ACKNOWLEDGEMENT:

Name of Entity: _____

Sign Name: _____

Print Name: Bill Robinson

Print Title: _____

State of _____ County of _____

Before me, a Notary Public of the state and county aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ (or other officer authorized to execute the instrument) of _____, the within named bargainer, a _____ and that he/she as such _____ executed the foregoing instrument for the purpose therein contained, being authorized to do so, by signing the name of the _____ by himself/herself as _____

Witness my hand, at office, this _____ day of _____, 20____

Notary Public

My commission expires: _____

THIS COMPLETED APPLICATION MUST BE SUBMITTED TO THE CITY RECORDER AT CITY HALL, 2425 N. MT. JULIET RD., MT. JULIET, TN 37122



City of Mt. Juliet, Tennessee

Retail Liquor Store License Applicant Addendum

One application will be submitted per applicant. Each person or entity, except for the entity or individual filling out this application, identified in the response to question number one, two, three, eighteen, twenty-seven and twenty-eight, must complete and submit an applicant addendum.

If the information requested is too lengthy to fit wholly on the application, please attach additional pages.

The information collected in this application will be used to conduct a background check.

1. Name: State your name, and if an entity include the name of the person filling out this form. That person must fill out an additional applicant addendum.

David Mark Lineberry

2. Date of Birth: Provide the applicant's date of birth, social security number, and gender (if an entity, its date of incorporation, principal place of business, and all members/officers/directors/shareholders, etc., date of birth, social security number, and gender) This information will be used solely conduct a criminal background check.* Otherwise please provide a criminal background check of all such persons that is acceptable to the City of Mt. Juliet

DOB: 08/13/1970

Gender: M

3. Residency: Identify the states that you have lived in for the past ten (10) years. Provide an address for each location as well as the time you spent at that location. If the applicant is an entity, list the states in which it is licensed or has been licensed to do business in the past ten (10) years.

1209 Aquila Loop, Celebration, FL 34747

4. Interest: Identify your interest and/or the entity's interest in the applicant.

1/3 membership entity in the applicant

5. Other Licenses: Identify any interest that you held or hold in a retail liquor business, including, but not limited to, a sale of wine in retail food store license, a direct or indirect interest in the profits of a retail liquor business. or any distillery, beer manufacturer/distributor, etc. Identify the State that granted the license and, if the person or entity no longer holds such a license or interest, the reason why the person or entity no longer holds such a license or interest.

Hotel Indigo-West End - Tennessee, no longer hold license, sold business

Hotel Indigo-Downtown - Tennessee, no longer hold license, sold business

6. Occupation: Provide the name, contact information, and type of business in which you have been employed for the past five years. List these positions by date, most recent to least recent. Include dates of employment. Further state that you give the City of Mt. Juliet permission to contact these employers.

Attorney at Law, self-employed, 1998-present

7. Business References: Provide the name and contact information of phone number of three business references.

J.B. Owens, First Freedom Bank, 615-444-1280

Gary Merritt, GE Merritt Construction, 615-405-7080

Jessica Gore, Para Design Engineering, 615-347-4100

8. Violations of Law: State whether you or any of the entity's officers or managers have been convicted within the ten (10) year period immediately preceding the date of the application of any violation of any State or federal law or of any violation of any municipal ordinance and provide the details of such violation(s).

None

9. Capital: Identify the amount of capital you and/or the entity completing this addendum proposes to invest in the business.

\$600,000

10. Funds: Identify where the funds listed in response to Paragraph Nine are and/or how such funds will be obtained. Provide verification that such funds can be obtained within three months of obtaining a certificate of compliance.* Further

authorize the City of Mt. Juliet to contact any persons or entity from which funds will be obtained.

First Freedom Bank

11. Relatives: Provide the name and contact information of any relative that is an elected and/or appointed official (for appointed officials, only include persons who enforce, vote for, or oversee the sale of alcohol) in the City of Mt. Juliet and/or employed by the City of Mt. Juliet.

N/A

12. Relatives: Provide the name and contact information of any relative that holds any interest in any liquor business.

N/A

13. Answer the following yes or no questions. If yes, attach an addendum with an explanation.

- a) Whether the holder of any compensated public office and/or public employee has an interest and/or potential interest in the profits of the retail liquor business. no
- b) Whether any alcoholic beverage manufacturer, brewer, or wholesaler holds an interest and/or potential interest in the proposed retail liquor store's building and/or fixtures and/or parcel of any person seeking a retail license. no
- c) Whether you and/or the entity has, in a liquor related business, employed at any time or intends to employ any person under the age of eighteen (18). no
- d) Whether you and/or the entity, in a liquor related business, employed and/or intends to employ any person who was convicted of a felony of moral turpitude in the ten years prior to their, hire, or any felony within five years prior to their hire. no
- e) Whether you and/or the entity has and/or intends to purchase alcoholic beverages for resale from anyone other than a licensed wholesaler. no
- f) Whether the applicant has and/or intends to take and/or deliver orders for alcoholic beverages at the residence or place of business of a consumer. no
- g) Whether the applicant has, in a liquor related business, obtained or intends to obtain less than 65% of its annual sales from the sale of alcoholic beverages, including beer and wine. no

- h) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to any person who is visibly intoxicated and/or accompanied by someone who is visibly intoxicated. no
- i) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to persons under the age of twenty-one (21). no
- j) Whether you and/or the entity has and/or intends to sell and/or give away alcohol on: Christmas, Thanksgiving, and Easter no
- k) Whether you and/or the entity has and/or intends to sell and/or give away alcohol at a time other than between 8:00 am and 11:00 pm Monday through Saturday, and 10:00 and through 11:00 pm on Sunday. no
- l) Whether you and/or the entity failed to pay a fee or tax levied by a municipal, county, state or federal government. no
- m) Whether you and/or the entity has and/or intends to refuse to allow the Tennessee Alcoholic Beverage Commission to examine the books, papers, records, or premises of the licensee's retail liquor business. no

14. Identify any system you and/or the entity will use, or previously used, in an alcohol related business, to ensure that alcohol was not sold to minors and/or persons who were visibly intoxicated.

15. Compliance with Law and Ordinances: By its signature affixed to this application, you and/or the entity affirms its agreement to comply with all applicable laws and ordinances and with the Rules of Regulations of the Tennessee Alcoholic Beverage Commission, state law, and local law, and affirms its agreement as to the validity and reasonableness of the regulations and inspection fees provided in the Mt. Juliet Code of Ordinances with reference to the sale of alcoholic beverages.⁴

16. Authorization to Speak With Prior Employers: By its signature affixed to this application, you and/or the entity agrees to allow the City of Mt. Juliet to contact any person or entity identified in response to Paragraph Six.

17. Authorization to Speak With Bank Reference: By its signature affixed to this application, the you and/or the entity agrees to allow the City of Mt. Juliet to contact any furnisher of information set forth in Paragraph Ten.*

18. Certifications: By signing this application, you and/or the entity certifies that the City of Mt. Juliet may conduct a criminal background check on you and/or the entity, unless you and/or the entity provides a background check that the City of Mt. Juliet deems compliant.

19. Partnership: If the entity associated with this addendum is a partnership, is a partnership, attach a copy of the partnership agreement, identifying the current

⁴ To the extent any such law and/or ordinance, and/or any portion thereof, is unconstitutional, has no rational basis, or is otherwise deemed unenforceable, then such law and/or ordinance (or portion thereof) is severed and the remaining law and/or ordinance remains in effect.

general partners, limited partners, and any other type of partner, and for each partner the profit-sharing percentage in the partnership. All persons listed must complete and attach an Applicant Addendum

N/A

20. Corporation/LLC: If the entity is a corporation or a limited liability company, attach a copy of the corporate charter and a list of shareholders/members and/or any other type of interest holder that indicates their ownership percentage. Further include a list of officers/managers/directors/governors and their names and contact information. All persons listed must complete and attach an Applicant Addendum

N/A

This Application will be considered by the City of Mt. Juliet Alcoholic Beverage Board on July 12, 2022 at 6:30 PM the meeting will be held at the Mt. Juliet City Hall, 2425 N. Mt. Juliet Road, Mt. Juliet, TN 37122

BY ITS SIGNATURE BELOW, THE APPLICANT IS CERTIFYING THE ACCURACY OF EACH STATEMENT MADE IN THIS APPLICATION.

If the applicant is an individual, please complete this signature block and notary acknowledgement:

Sign: _____

Print: David Mark Lineberry

State of _____ County of _____

Personally appeared before me, Notary Public of said County and State, _____, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, the ____ day of _____, 20__

Notary Public

My commission expires: _____

IF THE APPLICANT IS AN ENTITY, PLEASE COMPLETE THIS SIGNATURE BLOCK AND NOTARY ACKNOWLEDGEMENT:

Name of Entity: Golden Bear Wine + Spirits LLC

Sign Name: _____

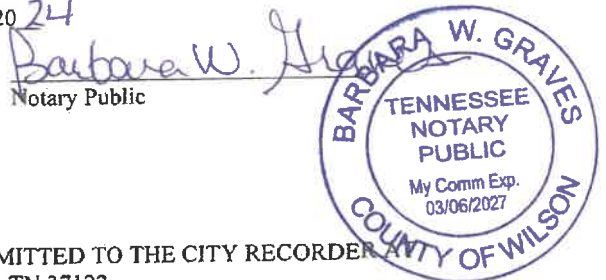
Print Name: David Mark Lineberry

Print Title: member

State of Tennessee County of Wilson

Before me, a Notary Public of the state and county aforesaid, personally appeared David Mark Lineberry with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be member (or other officer authorized to execute the instrument) of Golden Bear Wine + Spirits, the within named bargainer, a Tennessee LLC, and that he/she as such member executed the foregoing instrument for the purpose therein contained, being authorized to do so, by signing the name of the David Mark Lineberry by himself/herself as member.

Witness my hand, at office, this 5th day of November 2024



My commission expires: 3/6/2027

THIS COMPLETED APPLICATION MUST BE SUBMITTED TO THE CITY RECORDER, CITY HALL, 2425 N. MT. JULIET RD., MT. JULIET, TN 37122



City of Mt. Juliet, Tennessee

Retail Liquor Store License Applicant Addendum

One application will be submitted per applicant. Each person or entity, except for the entity or individual filling out this application, identified in the response to question number one, two, three, eighteen, twenty-seven and twenty-eight, must complete and submit an applicant addendum.

If the information requested is too lengthy to fit wholly on the application, please attach additional pages.

The information collected in this application will be used to conduct a background check.

1. Name: State your name, and if an entity include the name of the person filling out this form. That person must fill out an additional applicant addendum.

David Mark Lineberry

2. Date of Birth: Provide the applicant's date of birth, social security number, and gender (if an entity, its date of incorporation, principal place of business, and all members/officers/directors/shareholders, etc., date of birth, social security number, and gender) This information will be used solely conduct a criminal background check.* Otherwise please provide a criminal background check of all such persons that is acceptable to the City of Mt. Juliet

DOB: 08/13/1970

Gender: M

3. Residency: Identify the states that you have lived in for the past ten (10) years. Provide an address for each location as well as the time you spent at that location. If the applicant is an entity, list the states in which it is licensed or has been licensed to do business in the past ten (10) years.

1209 Aquila Loop, Celebration, FL 34747

4. Interest: Identify your interest and/or the entity's interest in the applicant.

1/2 membership entity in the applicant

5. Other Licenses: Identify any interest that you held or hold in a retail liquor business, including, but not limited to, a sale of wine in retail food store license, a direct or indirect interest in the profits of a retail liquor business, or any distillery, beer manufacturer/distributor, etc. Identify the State that granted the license and, if the person or entity no longer holds such a license or interest, the reason why the person or entity no longer holds such a license or interest.

Hotel Indigo - West End - Tennessee, no longer hold license, sold business

Hotel Indigo - Downtown - Tennessee, no longer hold license, sold business

6. Occupation: Provide the name, contact information, and type of business in which you have been employed for the past five years. List these positions by date, most recent to least recent. Include dates of employment. Further state that you give the City of Mt. Juliet permission to contact these employers.

Attorney at Law, self-employed, 1998 - present

7. Business References: Provide the name and contact information of phone number of three business references.

J.B. Owens, First Freedom Bank, 615-444-1280

Gary Merritt, GE Merritt Construction, 615-405-7080

Jessica Gore, Para Design Engineering, 615-347-4100

8. Violations of Law: State whether you or any of the entity's officers or managers have been convicted within the ten (10) year period immediately preceding the date of the application of any violation of any State or federal law or of any violation of any municipal ordinance and provide the details of such violation(s).

None

9. Capital: Identify the amount of capital you and/or the entity completing this addendum proposes to invest in the business.

\$300,000

10. Funds: Identify where the funds listed in response to Paragraph Nine are and/or how such funds will be obtained. Provide verification that such funds can be obtained within three months of obtaining a certificate of compliance. * Further

authorize the City of Mt. Juliet to contact any persons or entity from which funds will be obtained.

First Freedom Bank - 615-444-1280 J.B. Owen

11. Relatives: Provide the name and contact information of any relative that is an elected and/or appointed official (for appointed officials, only include persons who enforce, vote for, or oversee the sale of alcohol) in the City of Mt. Juliet and/or employed by the City of Mt. Juliet.

N/A

12. Relatives: Provide the name and contact information of any relative that holds any interest in any liquor business.

N/A

13. Answer the following yes or no questions. If yes, attach an addendum with an explanation.

- a) Whether the holder of any compensated public office and/or public employee has an interest and/or potential interest in the profits of the retail liquor business. NO
- b) Whether any alcoholic beverage manufacturer, brewer, or wholesaler holds an interest and/or potential interest in the proposed retail liquor store's building and/or fixtures and/or parcel of any person seeking a retail license. NO
- c) Whether you and/or the entity has, in a liquor related business, employed at any time or intends to employ any person under the age of eighteen (18). NO
- d) Whether you and/or the entity, in a liquor related business, employed and/or intends to employ any person who was convicted of a felony of moral turpitude in the ten years prior to their, hire, or any felony within five years prior to their hire. NO
- e) Whether you and/or the entity has and/or intends to purchase alcoholic beverages for resale from anyone other than a licensed wholesaler. NO
- f) Whether the applicant has and/or intends to take and/or deliver orders for alcoholic beverages at the residence or place of business of a consumer. NO
- g) Whether the applicant has, in a liquor related business, obtained or intends to obtain less than 65% of its annual sales from the sale of alcoholic beverages, including beer and wine. NO

- h) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to any person who is visibly intoxicated and/or accompanied by someone who is visibly intoxicated. NO
- i) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to persons under the age of twenty-one (21). NO
- j) Whether you and/or the entity has and/or intends to sell and/or give away alcohol on: Christmas, Thanksgiving, and Easter NO
- k) Whether you and/or the entity has and/or intends to sell and/or give away alcohol at a time other than between 8:00 am and 11:00 pm Monday through Saturday, and 10:00 and through 11:00 pm on Sunday. NO
- l) Whether you and/or the entity failed to pay a fee or tax levied by a municipal, county, state or federal government. NO
- m) Whether you and/or the entity has and/or intends to refuse to allow the Tennessee Alcoholic Beverage Commission to examine the books, papers, records, or premises of the licensee's retail liquor business. NO

14. Identify any system you and/or the entity will use, or previously used, in an alcohol related business, to ensure that alcohol was not sold to minors and/or persons who were visibly intoxicated. **Verification both electronic and physical**

15. Compliance with Law and Ordinances: By its signature affixed to this application, you and/or the entity affirms its agreement to comply with all applicable laws and ordinances and with the Rules of Regulations of the Tennessee Alcoholic Beverage Commission, state law, and local law, and affirms its agreement as to the validity and reasonableness of the regulations and inspection fees provided in the Mt. Juliet Code of Ordinances with reference to the sale of alcoholic beverages.⁴

16. Authorization to Speak With Prior Employers: By its signature affixed to this application, you and/or the entity agrees to allow the City of Mt. Juliet to contact any person or entity identified in response to Paragraph Six.

17. Authorization to Speak With Bank Reference: By its signature affixed to this application, the you and/or the entity agrees to allow the City of Mt. Juliet to contact any furnisher of information set forth in Paragraph Ten.*

18. Certifications: By signing this application, you and/or the entity certifies that the City of Mt. Juliet may conduct a criminal background check on you and/or the entity, unless you and/or the entity provides a background check that the City of Mt. Juliet deems compliant.

⁴ To the extent any such law and/or ordinance, and/or any portion thereof, is unconstitutional, has no rational basis, or is otherwise deemed unenforceable, then such law and/or ordinance (or portion thereof) is severed and the remaining law and/or ordinance remains in effect.

*This information is private.

19. Partnership: If the entity associated with this addendum is a partnership, is a partnership, attach a copy of the partnership agreement, identifying the current general partners, limited partners, and any other type of partner, and for each partner the profit-sharing percentage in the partnership. All persons listed must complete and attach an Applicant Addendum

N/A

20. Corporation/L.L.C: If the entity is a corporation or a limited liability company, attach a copy of the corporate charter and a list of shareholders/members and/or any other type of interest holder that indicates their ownership percentage. Further include a list of officers/managers/directors/governors and their names and contact information. All persons listed must complete and attach an Applicant Addendum

N/A

BY ITS SIGNATURE BELOW, THE APPLICANT IS CERTIFYING THE ACCURACY OF EACH STATEMENT MADE IN THIS APPLICATION.

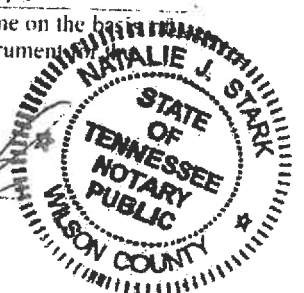
If the applicant is an individual, please complete this signature block and notary acknowledgement:

Sign: [Signature]
Print: D. Mark Lineberry
State of Tennessee County of Wilson

Personally appeared before me, Notary Public of said County and State, TN
the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of
satisfactory evidence), and who acknowledged that he/she executed the within instrument
purposes therein contained.

Witness my hand, at office, the 9th day of Feb, 2023

Natalie Stark
Notary Public



My commission expires: 4/22/23

IF THE APPLICANT IS AN ENTITY, PLEASE COMPLETE THIS SIGNATURE BLOCK AND NOTARY ACKNOWLEDGEMENT:

Name of Entity: _____
Sign Name: _____
Print Name: _____
Print Title: _____
State of _____ County of _____

Before me, a Notary Public of the state and county aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ (or other officer authorized to execute the instrument) of _____, the within named bargainer, a _____ and that he/she as such _____ executed the foregoing instrument for the purpose therein contained, being authorized to do so, by signing the name of the _____ by himself/herself as _____.

Witness my hand, at office, this _____ day of _____, 20____

Notary Public

My commission expires: _____

THIS COMPLETED APPLICATION MUST BE SUBMITTED TO THE CITY RECORDER AT CITY HALL, 2425 N. MT. JULIET RD., MT. JULIET, TN 37122

*This information is private.



City of Mt. Juliet, Tennessee

Retail Liquor Store License Applicant Addendum

One application will be submitted per applicant. Each person or entity, except for the entity or individual filling out this application, identified in the response to question number one, two, three, eighteen, twenty-seven and twenty-eight, must complete and submit an applicant addendum.

If the information requested is too lengthy to fit wholly on the application, please attach additional pages.

The information collected in this application will be used to conduct a background check.

1. Name: State your name, and if an entity include the name of the person filling out this form. That person must fill out an additional applicant addendum.
Robinson Developments, LP
2. Date of Birth: Provide the applicant's date of birth, social security number, and gender (if an entity, its date of incorporation, principal place of business, and all members/officers/directors/shareholders, etc., date of birth, social security number, and gender) This information will be used solely conduct a criminal background check.* Otherwise please provide a criminal background check of all such persons that is acceptable to the City of Mt. Juliet
Robinson Developments, LP is a Tennessee Limited Partnership formed on March 27, 1997.
Business had location at 11509 Lebanon Road, Mt. Juliet from 1997 to 2015, then 1400 N. Mt. Juliet rd, Suite 200, Mt. Juliet, TN to present. Separate addendums on each partner.
3. Residency: Identify the states that you have lived in for the past ten (10) years. Provide an address for each location as well as the time you spent at that location. If the applicant is an entity, list the states in which it is licensed or has been licensed to do business in the past ten (10) years.
Tennessee for past 10 years.
11509 Lebanon Road, Mt. Juliet, TN 37122 - 2012-2015
1400 N. Mt. Juliet Road, Suite 200, Mt. Juliet, TN 37122 - 2015-Present.
4. Interest: Identify your interest and/or the entity's interest in the applicant.
50% Ownership of Golden Bear Wine & Spirits, LLC

5. Other Licenses: Identify any interest that you held or hold in a retail liquor business, including, but not limited to, a sale of wine in retail food store license, a direct or indirect interest in the profits of a retail liquor business, or any distillery, beer manufacturer/distributor, etc. Identify the State that granted the license and, if the person or entity no longer holds such a license or interest, the reason why the person or entity no longer holds such a license or interest.

100% Ownership of Mt. Juliet Wine & Spirits, LLC

License granted and still active with the State of Tennessee

6. Occupation: Provide the name, contact information, and type of business in which you have been employed for the past five years. List these positions by date, most recent to least recent. Include dates of employment. Further state that you give the City of Mt. Juliet permission to contact these employers.

Property Development the entire time as Robinson Developments, LP

Owner of Mt. Juliet Wine & Spirits as well.

The principals do grant all necessary permissions to investigate this entity.

7. Business References: Provide the name and contact information of phone number of three business references.

Scott McCabe, Pinnacle Bank, 551 N Mt. Juliet Rd, Mt. Juliet, TN 37122. (615) 773-6600

Ryan Aulds, Fakes and Hooker Lumber, 150 S. Maple, Lebanon, TN 37087. (615) 444-5640

Rob Porter, Civil Site Design Group, 2305 Kline Ave., Nashville, TN 37211. (615) 248-9999.

8. Violations of Law: State whether you or any of the entity's officers or managers have been convicted within the ten (10) year period immediately preceding the date of the application of any violation of any State or federal law or of any violation of any municipal ordinance and provide the details of such violation(s).

None

9. Capital: Identify the amount of capital you and/or the entity completing this addendum proposes to invest in the business.

\$300,000 or as needed.

10. Funds: Identify where the funds listed in response to Paragraph Nine are and/or how such funds will be obtained. Provide verification that such funds can be obtained within three months of obtaining a certificate of compliance. * Further

authorize the City of Mt. Juliet to contact any persons or entity from which funds will be obtained.

Cash accounts held at Pinnacle Bank in Mt. Juliet.

Contact Scott McCabe at (615) 773-6600 for confirmation of funds.

11. Relatives: Provide the name and contact information of any relative that is an elected and/or appointed official (for appointed officials, only include persons who enforce, vote for, or oversee the sale of alcohol) in the City of Mt. Juliet and/or employed by the City of Mt. Juliet.

None

12. Relatives: Provide the name and contact information of any relative that holds any interest in any liquor business.

Only Robinson Developments, LP and principals as stated above.

13. Answer the following yes or no questions. If yes, attach an addendum with an explanation.

- a) Whether the holder of any compensated public office and/or public employee has an interest and/or potential interest in the profits of the retail liquor business. NO
- b) Whether any alcoholic beverage manufacturer, brewer, or wholesaler holds an interest and/or potential interest in the proposed retail liquor store's building and/or fixtures and/or parcel of any person seeking a retail license. NO
- c) Whether you and/or the entity has, in a liquor related business, employed at any time or intends to employ any person under the age of eighteen (18). NO
- d) Whether you and/or the entity, in a liquor related business, employed and/or intends to employ any person who was convicted of a felony of moral turpitude in the ten years prior to their, hire, or any felony within five years prior to their hire. NO
- e) Whether you and/or the entity has and/or intends to purchase alcoholic beverages for resale from anyone other than a licensed wholesaler. NO
- f) Whether the applicant has and/or intends to take and/or deliver orders for alcoholic beverages at the residence or place of business of a consumer. NO
- g) Whether the applicant has, in a liquor related business, obtained or intends to obtain less than 65% of its annual sales from the sale of alcoholic beverages, including beer and wine. NO

- h) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to any person who is visibly intoxicated and/or accompanied by someone who is visibly intoxicated. NO
- i) Whether you and/or the entity has and/or intends to sell and/or give away alcoholic beverages to persons under the age of twenty-one (21). NO
- j) Whether you and/or the entity has and/or intends to sell and/or give away alcohol on: Christmas, Thanksgiving, and Easter NO
- k) Whether you and/or the entity has and/or intends to sell and/or give away alcohol at a time other than between 8:00 am and 11:00 pm Monday through Saturday, and 10:00 and through 11:00 pm on Sunday. NO
- l) Whether you and/or the entity failed to pay a fee or tax levied by a municipal, county, state or federal government. NO
- m) Whether you and/or the entity has and/or intends to refuse to allow the Tennessee Alcoholic Beverage Commission to examine the books, papers, records, or premises of the licensee's retail liquor business. NO

14. Identify any system you and/or the entity will use, or previously used, in an alcohol related business, to ensure that alcohol was not sold to minors and/or persons who were visibly intoxicated. **Digital and personal verification of IDs.**

15. Compliance with Law and Ordinances: By its signature affixed to this application, you and/or the entity affirms its agreement to comply with all applicable laws and ordinances and with the Rules of Regulations of the Tennessee Alcoholic Beverage Commission, state law, and local law, and affirms its agreement as to the validity and reasonableness of the regulations and inspection fees provided in the Mt. Juliet Code of Ordinances with reference to the sale of alcoholic beverages.⁴

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17. Authorization to Speak With Bank Reference: By its signature affixed to this application, the you and/or the entity agrees to allow the City of Mt. Juliet to contact any furnisher of information set forth in Paragraph Ten.*

18. Certifications: By signing this application, you and/or the entity certifies that the City of Mt. Juliet may conduct a criminal background check on you and/or the entity, unless you and/or the entity provides a background check that the City of Mt. Juliet deems compliant.

⁴ To the extent any such law and/or ordinance, and/or any portion thereof, is unconstitutional, has no rational basis, or is otherwise deemed unenforceable, then such law and/or ordinance (or portion thereof) is severed and the remaining law and/or ordinance remains in effect.

19. Partnership: If the entity associated with this addendum is a partnership, is a partnership, attach a copy of the partnership agreement, identifying the current general partners, limited partners, and any other type of partner, and for each partner the profit-sharing percentage in the partnership. All persons listed must complete and attach an Applicant Addendum

Bill Robinson - 33% - General Partner

Chris Robinson - 33% - Limited Partner

Michael Robinson - 33% Limited Partner

1% split among the three for remaining

20. Corporation/LLC: If the entity is a corporation or a limited liability company, attach a copy of the corporate charter and a list of shareholders/members and/or any other type of interest holder that indicates their ownership percentage. Further include a list of officers/managers/directors/governors and their names and contact information. All persons listed must complete and attach an Applicant Addendum

N/A

BY ITS SIGNATURE BELOW, THE APPLICANT IS CERTIFYING THE ACCURACY OF EACH STATEMENT MADE IN THIS APPLICATION.

If the applicant is an individual, please complete this signature block and notary acknowledgement:

Sign: [Signature]

Print: Billy C Robinson GP

State of Tennessee County of Wilson

Personally appeared before me, Notary Public of said County and State, Billy C Robinson, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, the 9 day of Feb, 2023

[Signature]
Notary Public



My commission expires: 6-25-2024

IF THE APPLICANT IS AN ENTITY, PLEASE COMPLETE THIS SIGNATURE BLOCK AND NOTARY ACKNOWLEDGEMENT:

Name of Entity: Robinson Developments LP

Sign Name: [Signature]

Print Name: Bill Robinson

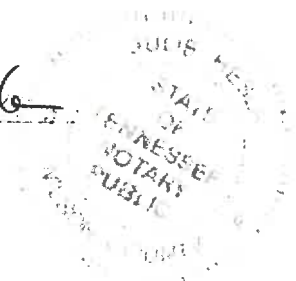
Print Title: General Partner

State of Tennessee County of Wilson

Before me, a Notary Public of the state and county aforesaid, personally appeared Billy C Robinson with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be General Partner (or other officer authorized to execute the instrument) of Robinson Development LP, the within named bargainer, a Principal and that he/she as such General Partner executed the foregoing instrument for the purpose therein contained, being authorized to do so, by signing the name of the Robinson Development LP by himself/herself as General Partner

Witness my hand, at office, this 9 day of Feb, 2023

[Signature]
Notary Public



My commission expires: 6-25-2024

THIS COMPLETED APPLICATION MUST BE SUBMITTED TO THE CITY RECORDER AT CITY HALL, 2425 N. MT. JULIET RD., MT. JULIET, TN 37122

LIMITED PARTNERSHIP AGREEMENT
OF
ROBINSON DEVELOPMENTS, L.P.

THIS LIMITED PARTNERSHIP AGREEMENT is hereby made and entered into as of the 28th day of February, 1998, by and among Billy C. Robinson General Partner(s) , being sometimes together referred to herein as the "General Partner(s)," and Christopher B. Robinson and Michael W. Robinson as Limited Partners, hereinafter referred to as the "Limited Partners," the General Partner(s) and the Limited Partners being sometimes collectively referred to herein as the "Partners."

In Consideration of mutual covenants hereinafter set forth, the Partners hereby agree as follows:

1. GENERAL

1.1 Formation and Name of Partnership. The parties hereto hereby form a Tennessee limited partnership pursuant to the Tennessee Revised Uniform Limited Partnership Act (the "Act"), as set forth in §61-2-101, et seq., of the Tennessee Code Annotated, to be known as Robinson Developments, L.P., hereinafter referred to as the "Partnership."

1.2 Purposes. The general purpose of the Partnership are: to acquire, sell, improve, lease and deal in property of every nature, both real and personal; to engage in all types of commercial activities; to have and to exercise generally all powers, rights, and privileges necessary or incident to carrying out any of the foregoing purposes, whether the same be necessary or incident to carrying out any of the foregoing purposes, whether the same be in conjunction with any other parties or entities or by itself; and generally to engage in any and all other lawful endeavors or activities related in any manner to any of the foregoing purposes.

To acquire property, to sell, lease, restore, or do anything with real property under the laws of The United States Of America, and to do any other act seen as reasonable by the

General Partner(s), and to insure that the business is continued as a closely-held business owned and operated by members of the Robinson family.

1.3 Principal Place of Business. Any principal business office of the Partnership shall be located at 11509 Lebanon Road, Mt. Juliet, Tennessee, 37122 or at such other place as the General Partner(s) from time to time shall designate in writing to the Limited Partnership. The Partnership may maintain such other offices and places of business, as the General Partner(s) may deem beneficial for the Partnership.

1.4 Names and Addresses. Any Partner may change his address by written notice to the Partnership given as provided herein. The current name and addresses of the Partners are as follows:

- 1) Billy C. Robinson
487 South Rutland Road
Mt. Juliet, Tennessee, 37122
- 2) Michael W. Robinson 487
South Rutland Road Mt.
Juliet, TN 37122
- 3) Christopher B. Robinson
487 South Rutland Road Mt.
Juliet, TN 37122

2. **TERM.**

The term of the Partnership shall begin on the date hereof and shall continue until terminated as provided herein.

3. **CAPITAL CONTRIBUTIONS AND PARTNERSHIP INTERESTS.**

3.1 Initial Capital Contributions. The initial capital of the Partnership shall be set forth in Exhibit "A", attached hereto and made a part hereof. Such initial contributions shall constitute the initial balances of the Partners' respective capital accounts.

3.2 Additional Contributions. Any capital, in addition to the initial capital, shall be contributed to the Partnership

by the Partners, only as demanded by the General Partner(s) from time to time.

3.3 Tax Allocations. In accordance with §704 (c) of the Internal Revenue Code of 1986, hereinafter referred to as the "Code", and the Treasury regulations promulgated thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take into account any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its fair market value at the time of contribution. Further, if any property so contributed is distributed by the Partnership within five (5) years of its contribution, the allocation and adjustment requirements of §704(c) of the Code shall be followed.

Any election or other decisions relating to such allocations shall be made by the General Partners in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 3.3 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, and Partner's account and profits, losses or other items or distribution pursuant to any provision of this Agreement.

3.4 Partnership Interests. Upon the execution of this Agreement, the Partners shall have the following interests in the Partnership, which interests are sometimes referred to herein as the "Partnership Interests";

General Partner(s)	Percentage Interest
Billy C. Robinson	33.33%
Limited Partners	
Christopher B. Robinson	33.333%
Michael W. Robinson	33.33%

4. **ALLOCATIONS OF PROFITS, LOSSES AND CREDITS; CAPITAL ACCOUNTS.**

4.1 Allocations. All partnership profits and losses, from whatever source derived, shall be allocated among the Partners as follows:

(a) Any losses of the Partnership shall be allocated among the Partners in proportion to their positive capital accounts; provided, however, each General Partner shall in all events be allocated not less than one percent (1%) of such losses. Under no circumstances shall any net losses be allocated to a Limited Partner that would create a negative balance in his capital account. When all losses have been allocated in an amount equal to any positive balance in the capital accounts of the General and Limited Partners, all remaining losses shall be allocated to the Individual General Partner's capital account.

(b) Any profits of the Partnership and each item of income related thereto shall be allocated among the Partners in the following order:

(i) To any Partner with a negative balance in his capital account, determined at the end of the taxable year as if the Partnership had distributed cash without regard to whether such distributions have been made, in proportion to the negative capital account balances of all Partners, until no Partner's capital account is negative.

(ii) To the Partner's allocated losses under Section 4.1 (a), to the extent of such losses (reduced by allocations under this paragraph (b) (ii) for all prior years) ratably and in inverse order to the manner in which such losses were allocated as if the Partnership had distributed cash without regard to whether such distributions have been made.

(iii) To all of the Partners proportionately according to their Partnership Interests. 4.2 Capital Accounts. A capital account shall be established on the books of the Partnership for each Partner.

(a) Each Partner's capital account shall be increased by the amount of contributions to the capital of the Partnership by that Partner (including the initial contribution as set forth in Section 3.1 of this Agreement) as and when made, and for that Partner's share, determined as provided herein, of Partnership income, gains, and profits; each Partner's capital account shall be decreased by that Partner's share, determined as provided herein, of Partnership losses and by the amount of all distributions made by the Partnership to that Partner. The General Partner (s) shall take all steps that are necessary to assure compliance by the Partnership with the maintenance of said capital accounts in accordance with provisions of 5704 (b) of the Code and the Treasury regulations promulgated thereunder.

(b) The manner in which capital accounts are to be maintained pursuant to this Section 4.2 is intended to comply with the requirements of section 704 (b) of the Code and the Treasury regulations promulgated thereunder. If, in the opinion of the General Partner (s), the manner in which capital accounts are to be maintained pursuant to the preceding provision, of this Section 4.2 should be modified to comply with the requirements of section 704 (b) of the Code and such Treasury regulations, then, notwithstanding anything to the contrary contained in this Section 4.2 or elsewhere in this Agreement, the General Partner (s) may, in their unrestricted discretion, alter the method in which capital accounts are maintained, and the General Partner (s) shall have the right to amend this Agreement without action by any other Partner to reflect any such change in the manner in which capital accounts are maintained to assure compliance with said Code section and Treasury regulations; provided, however, that any changes in the manner of maintaining capital accounts shall not materially alter the economic agreement among the Partners.

4.3 Negative Capital Account. If at any time a Limited Partner has a negative balance in his capital account, such Partner shall not be obliged to pay to the Partnership or to any Partner any negative balance in his capital account.

5. **DISTRIBUTIONS OF CASH.**

Subject to the provisions of any agreement to which the Partnership shall be a party which relates to any indebtedness of the Partnership, to the extent the General Partner(s) determine that the Partnership has sufficient funds, in excess of its current operating needs and any reserves deemed necessary or appropriate (including any prepayments of debt encumbering Partnership property that the General Partner (s) deem, in their discretion, to be appropriate) , to make distributions to the Partners, cash distributions shall be made to the Partners proportionately according to their Partnership Interests. The General Partner(s) at their sole discretion may withhold cash distributions for the purpose of accumulation of cash reserves for investment purposes.

6. **WITHDRAWALS BY LIMITED PARTNERS.**

6.1 A Limited Partner shall not have the right to withdraw or reduce his contribution to the capital of the Partnership or to require the partnership to make any distribution to the Partners.

6.2 A Limited Partner shall not have the right to demand, to have distributed, or to receive any specific class or item of property.

7. **REPRESENTATIONS OF GENERAL PARTNER(S) .**

The General Partner(s) hereby represent, warrant and to the Partnership and to the Limited Partners that:

(a) While conducting the business of the Partnership, the General Partner (s) will not knowingly act in any manner that will (i) cause the termination of the Partnership for federal income tax purposes, or (ii) cause the Partnership to be treated for federal income tax purposes as an association taxable as a corporation; and

(b) The General Partner(s) will not knowingly violate any law or regulation applicable to the Partnership or its business operations.

8. **PARTNERSHIP BUSINESS AND CONFLICTS OF INTEREST.**

8.1 The Partners recognize that the Partnership's undertaking does not constitute a full-time business operation. Accordingly, the Limited Partners acknowledge that the General Partner(s) may conduct other activities and businesses and may from time to time hold interests in other business ventures which may be similar to the Partnership. Neither the Limited Partners nor the Partnership shall have any rights by virtue of this Agreement to such independent business ventures or to the income or profits derived therefrom. The General Partner (s) shall not violate the fiduciary duty owed by them to the Partnership.

8.2 A Partner may lend money to, borrow money from, act as a surety, guarantor or endorser for, guarantee or assume one (1) or more specific obligations of, provide collateral for, and transact other business with the Partnership and, subject to applicable law, has the same rights and obligations with respect thereto as a person who is not a Partner.

9. PAYMENT TO GENERAL PARTNER(S).

The Partnership shall reimburse the General Partner (s) for any other reasonable expenses incurred by them from time to time in connection with carrying out their duties under this Agreement or any agreement contemplated herein. Except as otherwise provided in this Agreement or a separate written document executed by the owners of at least 99% (Ninety Nine Percent) in interest of the aggregate partnership interest held by Limited Partners hereunder, the General Partner(s) shall be entitled to compensation for managing the affairs of the Partnership.

10. INDEMNIFICATION AND EXCULPATION OF GENERAL PARTNERS AND AFFILIATES.

10.1 With respect to claims, liabilities or demands arising out of acts or service as General Partner (s) of the Partnership, the Partnership shall indemnify, hold harmless and advance expenses to the General Partner(s) (and their estates, heirs, personal representatives, successors and assigns) to the fullest extent allowed by the law of the State of Tennessee, both as now in effect and as hereafter adopted or amended, particularly section §61-2-109, Tennessee Code Annotated. Any such indemnification or advancement of expenses shall be paid from, and only to the extent of, Partnership assets.

10.2 The General Partner(s) and, if applicable, their officers, directors, agents and employees, shall not be liable or

accountable to the Partnership or to any Limited Partner for any acts performed by them which such persons or entities reasonably believed to be within the scope of authority conferred upon them by this Agreement or otherwise by the Partnership, excepting only acts of gross negligence, willful misconduct, fraud, material misrepresentation or actual breach of this Agreement.

10.3 Any liability of the Partnership shall first be satisfied out of the income or assets of the Partnership (including the proceeds of any insurance which the Partnership may recover), and if such assets shall not be sufficient to satisfy such liability, only then shall the liability be borne by the General Partner(s).

11. MANAGEMENT OF PARTNERSHIP BUSINESS.

11.1 In General. The management of the Partnership business operations shall be vested solely in the General Partner (s). Except as otherwise specified in this Agreement, the General Partner(s) shall have full, exclusive, and complete authority and discretion in the management and control of the ordinary business operations of the Partnership without the necessity of the joinder or consent of the Limited Partners, and shall make all decisions affecting the conduct of the business of the Partnership. The General Partner(s) shall manage and control the affairs of the Partnership to the best of their ability and shall use their best efforts to carry out the business of the Partnership as set forth herein; and, in connection therewith, the powers of the General Partner(s) shall include, but not be limited to, full power to carry out the purposes and objective, of the Partnership and to exercise any of the authority conferred upon the Partnership under Section 1.2; and the General Partner(s) shall possess all the rights and powers of general partner (s) provided by the Act, except to the extent any or such rights may be limited or restricted by the express provisions of this Agreement.

11.2 Limited Partners' Lack of Control. The Limited Partners, as such, have no right or power to take part in the control of the business, affairs, or operations of Partnership.

11.3 General Partner(s)' Authority to Bind. Any determination made or act done by the General Partner (s) alone, and any agreement, document, or instrument made or executed for and in the name of the Partnership by the General Partner (s)

alone and without the joinder of the other Partners, shall be binding and as effective, and shall bind the Partnership as fully and completely, as if all Partners had joined therein.

11.4 Designation of "Tax Matters Partner". The Corporate General Partner shall be the "Tax Matters Partner" (as defined in section §6231 (a) (7) of the Code, as amended) for all administrative and judicial proceedings, for the assessment and collection of tax deficiencies, for the refund of tax overpayments, and for all other purposes for which such a Partner must be so designated under the Code. The Corporate General Partner shall have all power and authority necessary for it to carry out its duties as a Tax Matters Partner under the Code and shall have the power to make all tax elections which it reasonably deems beneficial to the Partnership and its Partners. The Tax Matters Partner shall be entitled to reimbursement for any and all reasonable expenses incurred with respect to any administrative and/or judicial proceedings affecting the Partnership.

11.5 Execution of Documents. Each General Partner, acting individually or jointly with the other General Partner, shall have full power and authority to execute and deliver deeds, bills of sale, deeds of trust, contracts, leases, mortgage security instruments, and, pledges and hypothecation agreements regarding the Partnership's real and personal property and to execute and deliver any and all contracts, agreements, instruments, documents or other writings regarding the Partnership business. Any such action by either General Partner shall fully bind the Partnership.

12. RIGHTS OF LIMITED PARTNERS.

12.1 Limited Liability. The Limited Partners shall not be subject to assessment nor shall the Limited Partners be personally liable for or upon any of the debts or obligations of the Partnership or any of the losses of the Partnership beyond his obligations to contribute to the capital of the Partnership as specified in Section 3 hereof, and the Limited Partners shall not be required to return to the Partnership any amount previously distributed to him by the Partnership, except as and to the extent otherwise required by law.

12.2 No Participation in Management. The Limited Partners, as such, shall not participate in the management of the business,

affairs, or operations of the Partnership, transact any business for the Partnership, or have any power, right or authority to enter into any agreement, execute or sign documents for, make representations on behalf of, or to otherwise act so as to bind the Partnership in any manner.

12.3 Right to Information. The Limited Partners shall have the right to full and true information of all things affecting the Partnership.

12.4 Consent Required for Certain Actions. Except as otherwise provided herein, the General Partner(s) shall have no authority to effect any of the following events without the prior written consent of Limited Partners owning 99% (Ninety Nine Percent), in interest of the aggregate Partnership Interest held by Limited Partners hereunder:

- (a) Any amendment to this Limited Partnership Agreement; Or
- (b) A change in the nature or purpose of the business of the Partnership.

13. RESTRICTION ON ASSIGNABILITY OF PARTNER'S INTEREST.

13.1 In General. Except as provided in this Agreement, no Partner may sell, assign, give, transfer, pledge or encumber, directly or indirectly, any or all of a Partnership Interest, whether now owned or hereafter acquired; provided, however, a limited Partner may sell his Partnership Interest with the prior written consent of the General Partner(s), and upon death a Limited Partner may bequeath his Partnership Interest to another Partner, To one (1) or more members of his family, or to a trust established for the benefit of one (1) or more members of his family. For purposes of this Agreement, the term "family" shall consist only of lineal descendants, siblings, and ancestors, including children, grandchildren, parents, grandparents, brothers and sisters. Any purported transfer not authorized by this Agreement and without such prior written consent shall be void and of no effect.

13.2 Death or Withdrawal of General Partner.

Notwithstanding the other provisions of this Agreement, upon the death or withdrawal of the Individual General Partner, the Partnership shall continue pursuant to the terms hereof and the Individual General Partner's partnership interest hereunder shall

transfer to, and Insure to the sole benefit of, the Corporate General Partner, and the Heirs of the General Partner shall thereafter serve as the sole General Partner of the Partnership, being solely entitled to receive from the Partnership the share of profits and/or other amounts and assets upon dissolution to which the General Partner(s) would otherwise collectively entitled to with respect to the Partnership, and solely obligated to carry out and perform all Of the duties required of the Individual General Partner Individually and the General Partner (s) collectively by the terms of this Agreement. The Partners agree to perform any and all acts and to execute and deliver any and all instruments and documents as may be necessary or reasonably deemed advisable to carry out and affect the transfer of Partnership Interest contemplated by this Section

13.3. General Partner shall not be permitted to withdraw from the Partnership unless the Individual General Partner (or if there is no Individual General Partner serving at such time, then a 99% Ninety Nine Percent, of the Limited Partners) have previously elected a successor General Partner (Corporate or Individual) who shall have consented in writing to such designation and who has agreed to accept such designation and does in fact accept such designation and does in fact accept such designation as of the effective date of withdrawal of the Corporate General Partner. In the event there shall be no Corporate General Partner serving at the death of the Individual General Partner, a 98% Ninety Eight Percent vote of the Limited Partners Shall elect a successor to the General Partner (Corporate or Individual) who shall consent in writing to such designation and who shall agree to accept such designation and does in fact accept the same.

13.4 Right of First Refusal. In the event a Limited Partner shall desire to sell his Partnership Interest, and shall not have received the prior written consent of the General Partner(s), he may sell the same only after offering it to the other Partners in the following manner:

- (a) In the event a Limited Partner shall desire to sell his Partnership Interest, he shall serve notice upon the other Partners by certified mail, return receipt requested, indicating that he has a bonafide offer for the sale of his Partnership Interest, the

name and address of the person desiring to purchase the same, and the sale price and terms of payment of such sale; said notice shall also contain an offer to sell such interest to the other Partners, provided that the price to the other Partners shall be no greater than an amount equal to the offering Limited Partner's proportionate interest in the total value of the Partnership computed by the Partnership's regularly employed certified public accountant.

(b) For a period of sixty(60)days after receipt of said notice by the other Partners, the other Partners shall have the option to purchase such Partnership Interest so offered on a pro rate basis. Such option to purchase shall be exercisable by the other Partners by written notice delivered to the offering Limited Partner during each sixty (60) day period. The closing of such sale shall occur within ten (10) days following such exercise of option.

(c) In the event the other Partners shall not exercise their option to purchase the offering Limited Partner's Partnership Interest, the offering Limited Partner shall be free to dispose of his Partnership Interest to the person named in the aforesaid bonafide offer of purchase at the price and upon the terms and conditions set forth in his offer; provided, however, that such disposition shall be made within sixty (60) days following the termination of the other Partner's option.

(d) The purchase price to be paid to the offering Limited Partner by the other Partners as a result of their exercise of such option shall be paid in cash at the closing of such sale.

13.5 Manner of Exercise. The option set forth in Section 13.3 may be exercised only with respect to the offering Limited Partner's entire Partnership Interest, exercises relating to only a portion of such interest being prohibited.

13.6 Rules Governing Transfers. In the event of any transfer and assignment of a Partnership Interest, the following rules govern:

(a) The "effective date" of a transfer and assignment of a Partnership Interest shall be that date set forth on the written instrument of assignment.

(b) Notwithstanding anything herein to the contrary, both the Partnership and the General Partner(s) shall be entitled to treat the assignor of such Partnership Interest as the absolute owner thereof in all respects and shall incur no liability for distributions of cash or other property made in good faith to the assignor until such time as the written assignment has been received by and recorded on the books of the Partnership.

(c) Except as provided in Section 13.5(b), as assignee of a Partnership Interest shall be entitled to receive cash distributions and other property from the Partnership attributable to the Partnership Interest acquired by reason of such assignment from and after the effective date of the assignment of such Partnership Interest to him.

(d) The division and allocation of the profits, gains, losses, credits and cash distributions between assignor and assignee for such Partnership Interest shall be based upon the length of time during such fiscal year of the Partnership, as measured by the effective date of the assignment, that the Partnership Interest was owned by each of them.

13.7 Substitution. No transferee of the whole or any portion of a Limited Partner's Partnership Interest shall have the right to become a substituted Limited Partner in place of his transferor unless all of the following conditions are satisfied:

(a) The transferor and transferee execute and acknowledge a written instrument of assignment, together with such other instruments as the General Partner(s), in their exclusive discretion, may deem necessary or desirable to effect the admission of the transferee as a substituted Limited Partner; and

(b) such instrument of assignment provided for herein has been delivered to and received by the General Partner(s).

14. BOOKS, RECORDS, ACCOUNTS, AND REPORTS

14.1 IN GENERAL. At all times during the existence of the Partnership, the General Partner(s) shall keep, or cause to be kept, full and true books of account, on a fiscal year basis and use an appropriate method of accounting, in which all transactions of the Partnership shall be entered fully and accurately. If deemed necessary by the General Partner(s), adequate reserves may be established for any items for which reserve should be established. Such books of account, with a copy of this Agreement and all amendments hereto, and a current list of the names and last known business, residence or mailing addresses of the Partners, shall all be maintained at the principal office of the Partnership and shall be open to reasonable inspection and examination by the Partners or their duly authorized representatives.

14.2 Tax Returns. The General Partner(s) shall have income tax returns prepared for the Partnership, along with appropriate schedules indicating each respective Partners share of the net profits or losses, capital gains or losses, and other items required under the code to be separately allocated to each Partner, all as defined and reflected on the Partnership income tax returns. Each Partner shall be furnished a copy of such returns, along with his accompanying Schedule K-1, within ninety (90) days after the close of the taxable year or the period of the Partnership for which such return was prepared. The General Partner(s) shall file all tax returns on a timely basis.

14.2 Separate Accounts. All funds of the Partnership may be deposited in a separate bank account or accounts, and only the General Partner (s), and such persons as may be designated by the General Partner (s), may sign checks and draw upon such account or accounts.

15. TERMINATION AND LIQUIDATION.

15.1 Events Causing Dissolution. The Partnership shall be dissolved upon the earlier of:

(a) December 31, 2093 or such later date as may be specified by an Amendment to this Agreement executed in compliance with Section 12.4.

(b) The date the General Partner (s) give written notice to the Limited Partners that the Partnership is dissolved; or

(c) The sale, exchange, or other disposition of all or substantially all of the assets of the Partnership, except that a voluntary or involuntary petition or relief under Title 11 (Bankruptcy Code) of the United States Code shall not constitute a dissolution or event terminating the Partnership and the Partnership shall continue until specifically dissolved by some other event set forth above or agreement of the General Partner(s) and Limited Partners or their successors in interest.

15.2 Priority in Liquidation Distributions. Following the dissolution of the Partnership for any reason, the General Partners, or the person required by law to windup the affairs, shall liquidate the assets of the Partnership and shall apply the proceeds of such liquidation and/or distribute the remaining assets of the Partnership in the following order, notwithstanding the provisions of Section 5:

(a) First, to the payment of creditors, other than Partners;

(b) Second, to the setting up of any reserves that are deemed reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Partnership or its termination and liquidation;

(c) Third, to the payment of Partners to the extent of loans advances made to the Partnership'

(d) Fourth, the remainder thereof to the Partners to the extent of any positive balance in their capital accounts.

15.3 Upon liquidation of the Partnership (or any Partner's interest in the Partnership), liquidating distributions shall be made, in all cases, in accordance with the positive capital account balances of the partners, as determined after taking into account all capital account adjustments for the Partnership taxable year during which such liquidation occurs (other than

those made pursuant to paragraphs 2 and 3 of the Treasury regulation section 1.704-1 (b) (2) (ii) (b)) , by the end of such taxable year or, if later, within ninety (90) days after the date of such liquidation.

15.4 It is the express purpose of this Section to grant to the General Partner(s) sufficient authority and direction to maintain all capital accounts in such a manner as to provide substantial economic effect, and the General Partners are hereby granted such authority. The General Partner(s) shall have the authority to adjust the capital accounts of the Partners in accordance with Treasury regulation section §1.704-Kb) (2) (iv) (f) .

15.5 No Rights of Specific Property. Except as otherwise provided herein, no Partner shall have any priority as to distributions over any other Partner, and no Partner shall have the right to demand or receive a distribution of any particular property.

15.6 Time for Liquidation. A reasonable time as determined by the General Partner(s) shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of all liabilities to its creditors so as to enable any losses attendant upon liquidation to be minimized. Each of the Partners shall be furnished with a statement setting forth the assets and liabilities of the Partnership as of the date of complete liquidation and the manner in which the assets of the Partnership are to be or have been distributed.

16. WAIVER OF RIGHTS TO PARTICIPATION.

The Partners agree that the properties of the Partnership and each part thereof are not and will not be suitable for partition among the Partners and that each property owned by the Partnership should be dealt with as a single, integral unit. In consideration of the foregoing and the dissolution provisions herein contained, each of the Partners hereby irrevocably waives, releases, and surrenders any and all rights that he may have to bring or to maintain any action to partition any asset of the Partnership in kind or to bring or to maintain any action for partition of the same by sale, whether judicial or otherwise.

17. AMENDMENTS TO PARTNERSHIP AGREEMENT.

• Notwithstanding the provisions of Section 12.4, amendments to reflect the transfer of a Partnership Interest or to reflect any one or more of the following events may be made by the General Partner(s) in order to carry out the other provisions of this Agreement and to comply with the law, and none of the following amendments shall require the vote, approval or written consent of the Limited Partners:

- (a) Change in the name of the Partnership/
- (b) Change in the location of the principal place of business of the Partnership;
- (c) Change in the address of a Partner; and
- (d) Correction of an error in this Agreement.

18. SPECIAL LIMITED POWER OF ATTORNEY.

18.1 Grant of Power.

(a) Each Limited Partner does hereby irrevocably constitute and appoint the Individual General Partner(s), as his true and lawful attorney, in his name, place and stead, to make, execute, sign, acknowledge, swear to (where appropriate), and file or record:

(i) any certificate, document, instrument or form (including the Certificate of Limited Partnership) which may be required to be filed by the Partnership or the Partners under applicable laws of any jurisdiction(s) to the extent that the Individual General Partner deems such filing(s) to be necessary or desirable;

(ii) any and all amendments or modifications of the certificates, documents, instruments or forms described in subparagraph (a) (i) above; provided, that such Amendments or modifications are necessary to effect the terms and intent of this Agreement, including but not limited to the substitution of a Limited Partner, and to evidence or effect the consent, approval or acceptance of such Limited Partners to any action approved by the requisite percentage in capital interest of the Limited Partners where this agreement provides that much consent, approval or acceptance by such percentage in interest of the Limited Partners binds all the Partners with regard thereto; and

(iii) All certificates and other instruments which may be required to effect the dissolution and termination of the Partnership pursuant to the terms of this Agreement.

(b) It is expressly understood and intended by each of the Limited Partners that the grant of the foregoing powers of attorney are coupled with an interest and are irrevocable.

(c) The foregoing powers of attorney are durable powers of attorney and shall not be affected by the disability, in competency, and/or incapacity of the principal.

(d) The foregoing powers of attorney may be exercised by the Individual General Partner acting for each Limited Partner individually or as attorney-in-fact acting for all of the Limited Partners collectively.

(e) The foregoing powers of attorney shall in no way cause a Limited Partner to be liable in any manner (or the acts or omissions of the Individual General Partner, 18.2 Substituted Limited Partners. Each substituted Limited

Partner, upon admission to the Partnership, shall be deemed to ratify and reaffirm the appointment of the Individual General Partner as his true and lawful attorney for the purposes and on the same terms as set forth in Section 18.1.

19. MISCELLANEOUS.

19.1 Notices. Any notice, demand, or request required or permitted to be given or made hereunder shall be in writing and shall be deemed given or made when delivered or when deposited in the United States mail, postage prepaid, certified, return receipt requested, to a Partner at such address as provided in Section 1.4.

19.2 Required Filings. The General Partner shall cause the certificate of Limited Partnership to be prepared and filed as required to comply with the Act together with all other documents which may hereafter be required to be filed to comply with the Act, including a certificate of cancellation after the Partnership is dissolved and completely liquidated.

19.3 Captions. All titles and captions in this Agreement are for convenience only, and they shall not be deemed or construed to define, limit, extend, or describe the scope of interest of this agreement or any part hereof.

19.4 Governing Law. The construction and validity of this Agreement shall be determined in all respects in accordance with, and shall be governed by the laws of, the State of Tennessee.

19.5 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, executors, administrators, legal representatives, assigns and any other successor-in-interest.

19.6 Severability. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable the same shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement in any respect whatsoever.

19.7 Elections. All elections required or permitted to be made by the Partnership under any applicable tax laws shall be made by the General Partner (s) in such manner as the General Partner (s) may determine, upon the advice of the Partnership's regularly employed certified public accountant, to be most advantageous to the Partnership.

19.8 Fiscal Year. The "Fiscal year of the Partnership shall mean the calendar year.

19.9 Gender and Number. The use of any gender shall apply to all genders, the singular shall include the plural, and the plural shall include the singular, as the content may require.


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

Signed this day the 28th day of
February, 1998

By:

A handwritten signature in cursive script that reads "Billy C. Robinson B-P". The signature is written over a horizontal line.

Billy C. Robinson, General Partner

A handwritten signature in cursive script that reads "Christopher B. Robinson". The signature is written over a horizontal line.

Christopher B. Robinson, Limited
Partner

A handwritten signature in cursive script that reads "Michael W. Robinson". The signature is written over a horizontal line.

Michael W. Robinson, Limited
Partner



001315386

ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

SS-4270



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$50.00 per member
(minimum fee = \$300.00, maximum fee = \$3,000.00)

For Office Use Only

-FILED-

Control # 001315386

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: Golden Bear Wine & Spirits, LLC

(Note: Pursuant to the provisions of T.C.A. §48-249-106, each Limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. Name Consent: (Written Consent for Use of Indistinguishable Name)

This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:

Golden Bear Wine & Spirits, LLC
MARK LINEBERRY
1420 SHANNON PL
OLD HICKORY, TN 37138-1988
DAVIDSON COUNTY

5. Fiscal Year Close Month: December

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The Limited Liability Company will be:

Member Managed Manager Managed Director Managed

8. Number of Members at the date of filing: 2

9. Period of Duration: Expires: 05/16/2072

10. The complete address of the Limited Liability Company's principal executive office is:

MARK LINEBERRY
STE 9
2093 N MOUNT JULIET RD
MT JULIET, TN 37122-3311
WILSON COUNTY

B1212-7622 05/16/2022 3:11 PM Received by Tennessee Secretary of State Tre Hargett



B1212-7623 05/16/2022 3:11 PM Received by Tennessee Secretary of State Tre Hargett

**ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY**

SS-4270



Tre Hargett
Secretary of State

**Division of Business Services
Department of State
State of Tennessee**
312 Rosa L. Parks AVE, 6th FL
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Filing Fee: \$50.00 per member
(minimum fee – \$300.00, maximum fee – \$3,000.00)

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Control # 001315386

The name of the Limited Liability Company is: Golden Bear Wine & Spirits, LLC

11. The complete mailing address of the entity (if different from the principal office) is:
MARK LINEBERRY
PO BOX 2155
MOUNT JULIET, TN 37121-2155

12. Non-Profit LLC (required only if the Additional Designation of "Non-Profit LLC" is entered in section 3.)
 I certify that this entity is a Non-Profit LLC whose sole member is a nonprofit corporation, foreign or domestic, incorporated under or subject to the provisions of the Tennessee Nonprofit Corporation Act and who is exempt from franchise and excise tax as not-for-profit as defined in T.C.A. §67-4-2004. The business is disregarded as an entity for federal income tax purposes.

13. Professional LLC (required only if the Additional Designation of "Professional LLC" is entered in section 3.)
 I certify that this PLLC has one or more qualified persons as members and no disqualified persons as members or holders.
Licensed Profession:

14. Series LLC (optional)
 I certify that this entity meets the requirements of T.C.A. §48-249-309(a) & (b)

15. Obligated Member Entity (list of obligated members and signatures must be attached)
 This entity will be registered as an Obligated Member Entity (OME) Effective Date: (none)
 I understand that by statute: THE EXECUTION AND FILING OF THIS DOCUMENT WILL CAUSE THE MEMBER(S) TO BE PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS AND LIABILITIES OF THE LIMITED LIABILITY COMPANY TO THE SAME EXTENT AS A GENERAL PARTNER OF A GENERAL PARTNERSHIP. CONSULT YOUR ATTORNEY.

16. This entity is prohibited from doing business in Tennessee:
 This entity, while being formed under Tennessee law, is prohibited from engaging in business in Tennessee.

17. Other Provisions: Buy/Sell provision

Electronic
Signature

Mark Lineberry
Printed Name

Organizer
Title/Signer's Capacity

May 16, 2022 3:11PM
Date

RESOLUTION

(ACTION BY WRITTEN CONSENT)

Golden Bear Wine & Spirits, LLC

Pursuant to applicable law and not being prohibited any operating agreement or other resolution of **Golden Bear Wine & Spirits, LLC** (the "Company"), a Tennessee limited liability company, the undersigned, being all the members and owners of the Company and holders of all of the Voting Interest of the Company and being so authorized, do hereby take the following actions by written consent (this "Resolution"), effective January 26, 2023 (the "Effective Date.")

Recitals

WHEREAS, the Company was duly organized pursuant to Articles of Organization filed with the Secretary of State of the State of Tennessee on May 16th, 2022(Control Number 001315386).

WHEREAS, the Company desires to replace their original operating agreement and distribution of membership shares.

Resolution

NOW THEREFORE, the following resolutions are hereby adopted.

1. BE IT RESOLVED, members are authorized to replace the existing operating agreement with a newly executed document dated on the same day or after this resolution.
2. BE IT FURTHER RESOLVED, that Member Kenneth Powers has forfeited his original interest in writing and the only remaining members are Robinson Developments, LP and David Mark Lineberry. This previously executed forfeiture is accepted by the Members and the new operating agreement shall outline updated ownership percentages.
3. NO FURTHER ACTIONS WERE TAKEN.

The Company waives any and all statutory and other notice requirements of this meeting and agrees to the adoption of the above resolutions as of the Effective Date.

This written consent may be executed by electronic transmission in duplicate counterparts, each of which shall be deemed an original for all purposes and together shall constitute one and the same written consent.

[*Signature on Next Page*]

IN WITNESS WHEREOF, the undersigned, being all the members and owners of the Company and holders of all Voting Interest of the Company and being so authorized, have executed this Resolution effective as of the date first set forth above.

MEMBER:

By:  *David Mark Lineberry* 01/26/23
David Mark Lineberry

Its: Member

MEMBER:

By:  *Billy C Robinson* 01/26/23
Robinson Developments, LP

By: Bill Robinson, General Partner

Its: Member

**OPERATING AGREEMENT
OF
GOLDEN BEAR WINE & SPIRITS, LLC
A TENNESSEE LIMITED LIABILITY COMPANY**

**OPERATING AGREEMENT
OF
GOLDEN BEAR WINE & SPIRITS, LLC
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**OPERATING AGREEMENT
OF
GOLDEN BEAR WINE & SPIRITS, LLC**

This Operating Agreement (*Agreement*) of Golden Bear Wine & Spirits, LLC, a Tennessee limited liability company (*Company*), is made by the Members to provide for the governance and operations of the Company and the rights and obligations of each Member regarding the Company. This Agreement is effective on the date of the last signature of any party to this Agreement and will apply to any Additional Members admitted in accordance with its terms. In consideration of the mutual promises in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

**ARTICLE ONE
ORGANIZATIONAL MATTERS**

Section 1.01 Company Formation

The Company became a limited liability company under the laws of the State of Tennessee, and specifically under the Tennessee Revised Limited Liability Company Act, upon filing the Articles of Organization as required by the Tennessee Revised Limited Liability Company Act.

Section 1.02 Company's Name

The Company's name is Golden Bear Wine & Spirits, LLC. The Board may change the name of the Company, subject to the terms of this Agreement and Applicable Law.

Section 1.03 Company's Purpose

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act. The initial purpose shall be to engage in the ownership and operation of a retail business including the sale of alcoholic and non-alcoholic products and in any other lawful businesses as shall be agreed upon by the Members.

Section 1.04 Company's Principal Office and Location of Records

The street address of the principal office in the United States where the Company maintains its records is 2093 N. Mt. Juliet Road, Suite #9, Mt. Juliet, Tennessee 37122, or such other place as the Members may designate.

Section 1.05 Registered Agent and Registered Office

The Company's initial Registered Agent is David Mark Lineberry, and the Company's initial registered office is located at 2093 N. Mt. Juliet Road, Suite #9, Mt. Juliet, Tennessee 37122. Future Registered Agent may be appointed by the Board of Directors at any time by a simple majority vote.

Section 1.06 Company's Term

The Company's duration is perpetual. The Company began on May 16, 2022, the date the Articles of Organization were filed with the Tennessee Secretary of State and will continue until terminated or dissolved as provided in this Agreement.

Section 1.07 No Partnership Intended for Non-Tax Purposes

The Members have formed the Company as a limited liability company under the Act and do not intend to form a partnership under any partnership or limited partnership act. The Members do not intend to be partners with each other or with any Third Party other than for federal and state income tax purposes. If any Member represents to another person that the Member or any other Member is a partner or that the Company is a partnership, the Member making the wrongful representation will be liable to any other Member who incurs personal liability because of the erroneous representation.

ARTICLE TWO TAX MATTERS

Section 2.01 Taxation as a Partnership

The Members intend to establish an entity that is subject to federal and state income taxation as a partnership. Unless the Members elect not to be treated as a partnership for federal income tax purposes, the federal income tax basis of a Member's Interest and all other matters relating to the distributive share and taxation of items of income, gain, loss, deduction, depreciation, and credit will be as established by Code Subchapter K.

Section 2.02 Company Representative

The Company must designate a representative with a substantial presence in the United States to serve as the Company representative within the meaning of Code Section 6223 (*Company Representative*). The Company Representative has the sole authority to act on behalf of the Company in connection with Internal Revenue Service audits and adjustments. The Board shall promptly appoint a Member to serve as Company Representative in accordance with Code requirements.

(a) Obligations and Discretion as to Tax Matters

The Company Representative shall notify all of the Members upon receipt of any notice regarding any examination by any federal, state, or local authority about the Company's tax compliance. The Company Representative must obtain the approval of a Majority Vote of the Members before taking any binding action in connection with any Internal Revenue Service proceeding. Upon obtaining this approval, the Company Representative may:

- determine whether to contest any proceedings, how to pursue any proceedings, and whether and on what terms to settle any dispute with the Internal Revenue Service;

- select the forum for any tax disputes involving the Company; and

- extend the statute of limitations for assessing tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local, or foreign tax returns.

The Company Representative's rights and obligations create a fiduciary duty on the part of the Company Representative to act in the best interest of the Company and other Members.

(b) Company Representative to Preserve Tax Classification

Unless the Members elect not to be treated as a partnership for federal income tax purposes, the Company Representative shall take all reasonable steps necessary to classify the Company as a partnership for tax purposes under the Code and Treasury Regulations. The Company Representative shall prepare and file any forms necessary or appropriate to classify the Company as a partnership for tax purposes under the laws of any jurisdiction in which the Company transacts business.

Section 2.03 Election under Code Section 6221(b)

The Company may elect for Code Section 6221(b) to apply for any taxable year that the Company meets the requirements to elect out of Company-level treatment under Code Section 6221(b). The election must be made with a timely filed return for that taxable year. The election must include the name and taxpayer identification number of each Member. The Company must notify each Member of the election in the manner prescribed by the Secretary of Treasury.

Section 2.04 Consistent Treatment

Each Member shall, on the Member's income tax return, treat each item of income, gain, loss, deduction, or credit attributable to the Company in a manner consistent with the treatment of the income, gain, loss, deduction, or credit on the Company income tax return.

Section 2.05 Adjustment in Future Tax Years

If any tax proceeding results in adjustment in the amount of any item of income, gain, loss, deduction, or credit of the Company—or any Member's distributive share thereof—for a prior year, the Company may take corrective action. If the Company elects to apply Code Section 6226 within 45 days from the date of the notice of final partnership adjustment, the Company may issue the statement described in Code Section 6226(a)(2) to the Internal Revenue Service and to each Member that held an interest in the year in question. The statement must describe the Member's share of any adjustment to income, gain, loss, deduction, or credit (as determined in the notice of final partnership adjustment issued by the Internal Revenue Service). Upon receipt of the statement, each Member must take the adjustments described on the statement into account as provided in Code Section 6226(b).

Alternatively, the Company may require each Member that held an interest in the Company during the prior year to file an amended tax return reporting the Member's distributive share of the tax adjustments and to pay any taxes resulting from the adjustments in accordance with Code Section 6225(c). Each Member must submit the amended returns and pay all related taxes not later than 270 days from the date on which the notice of a proposed partnership adjustment is mailed to the Company.

This Section and the Member's obligations under Section 2.04 survive the Company's termination, dissolution, liquidation, and winding up and the Member's withdrawal from the Company or transfer of its Interest.

Section 2.06 Tax Elections

The Members and the Board have the authority to make all Company elections for federal, state, and local income tax matters permitted under the Code as provided in Section 10.02. Each Member consents to any election and shall sign any documentation necessary to give effect to any elections.

Section 2.07 Changing Tax Classification

Any decision to change the tax classification of the Company from partnership to a corporation requires approval in accordance with Section 10.02.

Section 2.08 Legal and Accounting Costs for Tax Matters

The Company shall pay all legal and accounting costs associated with any Internal Revenue Service proceeding regarding the Company's tax returns.

**ARTICLE THREE
MEMBERS' INTERESTS**

Section 3.01 Members' Interests in the Company

The Members' interests in the Company are represented by Interests.

Section 3.02 Schedule of Members

The Board shall maintain a schedule of all Members and the percentage and type of Interests held by them (*Schedule of Members*). The Board shall update the Schedule of Members upon the issuance or transfer of any Interests to any new or existing Member. The Schedule of Members as of the execution of this Agreement is attached as Schedule A.

Section 3.03 Interests Certification

The Company may issue certificates to the Members representing the Interest held by each Member. If the Company issues certificates representing a Member's Interest in accordance with this Section, then in addition to any other disclosure, legend, or information required by Applicable Law, all certificates representing issued and outstanding Interests must include a Securities Law Disclosure substantially in the following form:

THE INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE COMPANY'S PRINCIPAL OFFICE. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION, OR OTHER DISPOSITION OF THE INTEREST REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF THE OPERATING AGREEMENT.

THE INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED OF EXCEPT UNDER A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS OR UNDER AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT.

Section 3.04 Valuing Company and Interests

For all purposes of this Agreement, the value of the Company as an entity and of Interests will be their respective Fair Market Values.

Section 3.05 Adjustment for *Non Pro Rata* Contributions and Distributions

Interests will be adjusted from time to time to account for *non pro rata* additional Capital Contributions by and *non pro rata* distributions to the Members. If *non pro rata* Capital Contributions or distributions are made, the adjustment to each Member's Interest will be determined by dividing the Capital Account of each Member by the aggregate of the then existing Capital Accounts, after adjusting the Members' Capital Accounts as provided in Article Five. If the Company has more than one class of Interests, the adjustments described in this Section shall be separately computed within each class of Interests.

To determine the respective voting rights of the Members, adjustments to Interests of the Members resulting from *non pro rata* Capital Contributions or distributions will be effective the first day of the month immediately following the date of the Capital Contribution or distribution.

Section 3.06 Admitting New Members

Subject to the requirements of Article Fourteen, Additional Members may be admitted when the Company issues new Interests or a Member transfers its Interest. Upon compliance with Article Fourteen, a person will be admitted as an Additional Member, listed as such on the Company's books, and issued the Interest. The Board shall adjust the Capital Accounts of the Members as necessary under Article Five.

The Board may adopt and revise rules, conventions, and procedures as the Board determines appropriate regarding the admission of Additional Members to reflect the Interests at the end of the calendar year in accordance with the Members' intentions.

Section 3.07 Transferability of Interest

The transferability of each Member's Interest is restricted by Article Fourteen.

ARTICLE FOUR CAPITALIZATION

Section 4.01 Initial Capital Contributions

As their initial Capital Contributions to the Company, the Members have contributed all of their right, title, and interest in and to the property described on the Schedule of Members. The Members agree that the property described on the Schedule of Members has the Fair Market Value (net of liabilities assumed or taken subject to or by the Company) listed opposite the described property.

Section 4.02 Documenting Additional Capital Contributions

After any Member makes a Capital Contribution other than those described in Section 4.01, the Company shall promptly file one or more documents in its records showing that the Member has made the Capital Contribution. These documents may include photocopies of cancelled checks, documentary evidence of bank transfers, or photocopies of executed bills of assignment.

Section 4.03 Valuation of Contributions

The Fair Market Value of any property other than cash or publicly-traded securities to be contributed as a Capital Contribution will be as determined by the Board at the time of the Capital Contribution. If the contributing Member and a Majority Vote of the Members fail to agree, a disinterested Qualified Appraiser selected by the Board may determine the Fair Market Value of any contributed property.

Section 4.04 Voluntary Additional Capital Contributions

The Members may make voluntary Capital Contributions to the Company. Any voluntary Capital Contribution must be *pro rata*, based upon the respective Interests of the Members, unless otherwise agreed by a Majority Vote of the Members. Consent to a *non pro rata* Capital Contribution does not need to be in writing, and will be presumed to have been obtained unless there is clear and convincing evidence to the contrary.

Section 4.05 Mandatory Additional Capital Contributions Prohibited

The Board has no authority to require additional Capital Contributions.

Section 4.06 No Mandatory Loans

The Board has no authority to require any Member to make loans of additional capital to the Company.

ARTICLE FIVE CAPITAL ACCOUNTS

Section 5.01 Establishing and Maintaining Capital Accounts

A Capital Account will be established for each Member and will be maintained at all times during the Company's existence in compliance with the Code and Treasury Regulations. Each Member's Capital Account will be created with an initial credit equal to the Fair Market Value of the property contributed by the Member in exchange for the Member's interest in the amount described on the Schedule of Members. Each Capital Account will be maintained according to the following provisions.

(a) Credits to Member's Interest

Each Member's Interest will be credited with the Fair Market Value of the Member's Capital Contribution, the Member's distributive share of profits, and the amount of any Company liabilities that are assumed by the Member.

(b) Debits to Member's Interest

Each Member's Capital Account will be debited the amount of cash and the Fair Market Value of any property distributed to the Member under this Agreement, the Member's share of losses, and the amount of any liabilities of the Member that are secured by any property contributed by the Member to the Company.

(c) Assumption of Liability

As provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(c): Any unsecured liability the Company assumes will be treated as a distribution of money to the Member, and the Board shall adjust the Member's Capital Account accordingly. Any unsecured liability of the

Company a Member assumes will be treated as a cash Capital Contribution to the Company. The amount of any liability assumed under this provision will be determined according to Code Section 752(c).

(d) Non-Cash Distribution Adjustments

If noncash assets are distributed to a Member, the Board shall adjust the Capital Accounts of the Members to reflect the hypothetical book gain or loss that would have been realized by the Company if the distributed assets had been sold at Fair Market Value in a cash sale.

(e) Adjusting the Fair Market Value on Transfer of Interest

If an existing or new Member acquires an Interest from the Company, the Board shall adjust the Capital Accounts of the Members to reflect Fair Market Value of all properties held by the Company.

Section 5.02 Adjustment for Company's Constructive Termination

If the Company is constructively terminated under Code Section 708, the Board shall adjust the Members' Capital Accounts to reflect Fair Market Value of all properties held by the Company as required by Treasury Regulation Section 1.704-1(b)(2)(iv)(b).

Section 5.03 Revaluation Adjustment

The Board shall adjust the Members' Capital Accounts to reflect any revaluation of Company property (including intangible assets such as goodwill) under this Section.

(a) Adjustment Based on Fair Market Value

Any revaluation adjustment to a Member's Capital Account is based on the Fair Market Value of Company property on the date of the adjustment (taking into account Code Section 7701(g)).

(b) Adjustment for Unrealized Items

The Board shall adjust the Members' Capital Accounts to reflect the manner in which any unrealized income, gain, loss, or deduction inherent in the Company's property (to the extent that it has not been previously reflected in the Members' Capital Accounts) would be allocated among all the Members if there were a taxable disposition of this property for Fair Market Value on the adjustment date.

(c) Events Triggering Revaluation Adjustment

Without limiting the events that trigger the application of this Section, this Section will be triggered by the Company's liquidation, an in-kind distribution Company property, a Capital Contribution (other than a *de minimis* amount) as consideration for an Interest, or a distribution (other than a *de minimis* amount) by the Company to a retiring or continuing Member as consideration for an Interest.

Section 5.04 No Interest or Return of Capital

Despite any other provision of this Agreement, no Member is entitled to any interest on its Capital Account or Interest or on the Member's Capital Contribution. No Member may demand or receive the return of all or any portion of the Member's Capital Account, Interest, or Capital Contribution.

Section 5.05 Power to Modify Capital Account Provisions

If, in the Board's reasonable judgment, the modification is not likely to have a material effect on the amounts distributable to any Member under this Agreement, the Board may modify the way

the Capital Accounts are computed to comply with Treasury Regulation Section 1.704-1(b). The Board shall make all necessary and appropriate adjustments to maintain equality between the Members' Capital Accounts and the amount of Company Capital reflected on the Company's balance sheet as computed for book purposes under Treasury Regulation Section 1.704-1(b)(2)(iv)(g), relating to adjustments to Book Value.

Section 5.06 Negative Capital Accounts

If the Company or a Member's Interest is liquidated, no Member will be required to restore a deficit in his or her Capital Account.

Section 5.07 Assignment of Capital Account

Except as otherwise required by the Code or Treasury Regulations, if any Interest is assigned or treated as having been assigned under this Agreement, the Assignee will be treated as having made all of the Capital Contributions and as having received all of the distributions of the Assignor. The Assignee will succeed to the Capital Account of the Assignor to the extent that it relates to the assigned Interest.

Section 5.08 Treatment of Loans from Members

Loans by any Member to the Company are not Capital Contributions and do not affect the maintenance of the Member's Capital Account.

**ARTICLE SIX
ALLOCATIONS**

Section 6.01 Allocating Net Profits

After making the allocations set forth in Section 6.03, the Company shall allocate all net profits as follows:

(a) First Allocation of Net Profits

First, to the Members in proportion and to the extent of the net losses previously allocated under Section 6.02(c) until each Member has been allocated net profits under this Section 6.01(a) equal to the amount of net losses previously allocated to each Member under Section 6.02(c).

(b) Second Allocation of Net Profits

Second, to the Members in proportion and to the extent of the net losses previously allocated under Section 6.02(b) until each Member has been allocated net profits under this Section 6.01(b) equal to the amount of net losses previously allocated to each Member under Section 6.02(b).

(c) Third Allocation of Net Profits

Third, to the Members in proportion and to the extent of the net losses previously allocated under Section 6.02(a) until each Member has been allocated net profits under this Subsection Section 6.01(c) equal to the amount of net losses previously allocated to each Member under Section 6.02(a).

(d) Residuary Allocation of Net Profits

Thereafter, to the Members in proportion to their Interests.

Section 6.02 Allocating Net Losses

After making the allocations set forth in Section 6.03, the Company shall allocate all net losses as follows:

(a) First Allocation of Net Losses

First, to the Members in proportion and to the extent that the amount of net profits allocated to the Members under Section 6.01(c) and Section 6.01(d) exceeds the distributions received by the Members under Article Seven plus the net losses previously allocated to the Members under this Section 6.02(a).

(b) Second Allocation of Net Losses

Second, to the Members in accordance with the positive balances in their Capital Accounts until the Capital Account of each Member is reduced to zero.

(c) Residuary Allocation of Net Losses

Thereafter, to the Members in proportion to their Interests.

Section 6.03 Special and Regulatory Allocations

The Board shall make the following special and regulatory allocations.

(a) Losses

No losses will be allocated to a Member under Section 6.02 that would cause the Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. Any losses not allocated to a Member due to this limitation must be specially allocated to the Members with positive Capital Account balances in proportion to their respective Capital Account balances until all such Capital Account balances have been reduced to zero, and any remainder will be allocated to the Members in proportion to their respective Interests.

(b) Allocations Related to Contributed Property

For any property contributed to the capital of the Company, the Board shall allocate income, gain, loss, and deductions among the Members under Code Section 704(c) to account for any variation between the adjusted basis of the property to the Company for federal income tax purposes and its Fair Market Value on the date of the Capital Contribution. If the Board adjusts the Fair Market Value of any Company asset, then in making subsequent allocations of income, gain, loss, and deductions regarding that asset, the Board shall account for any variation between the adjusted basis of the asset for federal income tax purposes and the asset's Fair Market Value in the same manner provided under Code Section 704(c).

(c) Member Non-Recourse Deduction Allocations

The Board shall allocate all Member Non-Recourse Deductions for each Taxable Year to the Member or Members who bear the economic risk of loss regarding the Member Non-Recourse Debt to which any Member Non-Recourse Deductions are attributable. The ratio reflects the Member's economic risk of loss and complies with Treasury Regulation Section 1.704-2(i)(1).

(d) Company Minimum-Gain Chargeback

If the Company Minimum Gain has a net decrease during any Company Taxable Year, the Board shall allocate items of Company income and gain for the year (and, if necessary, for any subsequent years) in proportion to the respective amounts required to be allocated to each Member under Treasury Regulation Section 1.704-2(f) and (g). This provision is intended to

comply with the minimum-gain chargeback requirement of Treasury Regulation Section 1.704-2.

To the extent permitted by Treasury Regulation Section 1.704-2 and for purposes of this provision only, the Board shall determine any deficit in each Member's Capital Account before any other allocations under this Article with regard to the Taxable Year and without regard to any net decrease in Member Minimum Gain during the Taxable Year.

(e) Member Minimum-Gain Chargeback

If the Member Minimum Gain has a net decrease attributable to Member Non-Recourse Debt during a Taxable Year after the Board computes and accounts for Company Minimum-Gain Chargeback above, the Board shall allocate items of income and gain for that year (and, if necessary, for any subsequent years) to any Member who has a share of the Member Minimum Gain attributable to that Member's Non-Recourse Debt at the beginning of the year. The amount and proportions of the allocations must satisfy Treasury Regulation Section 1.704-2(i).

(f) Qualified Income Offset

If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), the Board shall allocate items of Company income and gain to the Member to eliminate any deficit in the affected Members' Capital Accounts to the extent required by Treasury Regulations as quickly as possible. The Board shall make an allocation under this provision only to the extent that an affected Member would have a remaining Capital Account deficit after all other allocations under this Article have been computed.

This provision is intended to comply with the qualified income offset requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3).

(g) Gross Income Allocation to Restore Capital Account Deficit

If any Member has a Capital Account deficit at the end of any Company Taxable Year that exceeds the sum of the amount the Member is obligated to restore under this Agreement and the amount the Member is obligated to restore under the Treasury Regulations, then the Board shall allocate items of Company income and gain in the amount of the excess as quickly as is practicable. The Board shall make an allocation under this provision only to the extent that an affected Member would have a remaining Capital Account deficit after all other allocations under this Article have been computed.

(h) Allocation from Disposition of Property Not Revalued

If properties of the Company are not revalued under Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and the Capital Accounts of the Members are not adjusted accordingly upon the admission of a Member or the liquidation of Interest, the Board shall allocate gain or loss recognized upon the sale or other disposition of Company property among the Members. This allocation must take into account the variation between the adjusted basis of the property and the property's Fair Market Value on the date the Member was admitted or the Interest was liquidated, as the case may be, under Code Section 704(c).

(i) Allocation Related to Adjustments in Tax Basis

If Code Section 734(b) or 743(b) requires an adjustment to the adjusted tax basis of any Company asset, Treasury Regulation Section 1.704-1(b)(2)(iv)(m) must be taken into account in determining the Capital Accounts. The amount of the adjustment to the Capital Accounts

must be treated as an item of gain (if the adjustment increases the asset's basis) or loss (if the adjustment decreases the asset's basis). The Board shall allocate this gain or loss to the Members consistent with Treasury Regulation Section 1.704-1.

(j) Allocation Related to Capital-Event Adjustments

If the gross Book Value of any asset of the Company is increased or decreased for special events, the Board shall allocate gain or loss as required for Capital Account purposes. The Board shall take into account any difference between the asset's adjusted basis for federal income tax purposes and the asset's gross Book Value for any later allocations of income, gain, loss, or deductions regarding any adjusted asset.

(k) Allocation Consistent with Distributions

The Board shall allocate net profits and net losses in a manner consistent with:

- the requirements for distributions of cash described elsewhere in this Agreement;
- the requirements for distribution of assets upon its dissolution and winding up in accordance with Capital Account balances as specified in the procedures described below; and
- the requirements of applicable Regulations under Code Section 704(b).

(l) Allocations to Comply with Regulations and Intentions of Members

The allocations of net income, gains, net losses, and deductions set forth in this Agreement are intended to comply with Treasury Regulation Section 1.704-1(b), Treasury Regulation Section 1.704-1(b)(4)(iv), and Treasury Regulation Section 1.704-2, and are intended to have *substantial economic effect* within the meaning of those Regulations.

The allocations could be inconsistent with the Members' intentions. Accordingly, the Board is authorized to allocate net profits, net losses, and other economic items among the Members to prevent the allocations from distorting the manner in which distributions are intended to be divided among the Members under this Article. In general, the Members anticipate that these allocations will be accomplished by specially allocating other net profits, net losses, and items of income, gain, loss, and deductions among the Members so that the net amount of the allocations and any special allocations to the Member is zero. If, for any reason, the Board determines that the allocation provisions of this Agreement are unlikely to be recognized for federal income tax purposes, the Board may amend this Agreement's allocation provisions to the minimum extent necessary to give effect to the plan of allocations and distributions in this Agreement.

Section 6.04 Determining Net Profits and Net Losses

For purposes of this Article, the terms *net profits* and *net losses* mean the amount of the Company's taxable income or loss for any year or period, determined under Code Section 703(a). All items of income, gain, loss, or deduction required to be stated separately under Section 703(a)(1) will be included in taxable income or loss. This determination of net profits and net losses includes the following items:

- any income of the Company that is exempt from federal income tax and is not otherwise taken into account in computing taxable income or loss under this Article;

any expenditures of the Company described in Code Section 705(a)(2)(B) relating to nondeductible expenses that are not otherwise taken into account in computing taxable income or loss, and

if any Company asset's value is adjusted, the amount of the adjustment will be taken into account as gain or loss from the disposition of the asset.

Any other items that are specially allocated under this Article will not be taken into account in computing net profits and net losses.

Section 6.05 Allocation of Gain and Loss on Liquidation

Upon liquidation of the Company, the Board shall allocate the Company's estimated net loss for the year and any loss realized by the Company on liquidation, including any book adjustment loss, and its estimated net gain for the year and any gain realized upon liquidation, including any book adjustment gain, under Article Five and Article Six. If any Company property is distributed to the Members in kind, then, for purposes of reflecting the allocation of gain or loss from liquidation in the Members' Capital Accounts, the Company shall make a book adjustment with respect to the property distributed in kind as provided in the Treasury Regulations under Code Section 704(b).

Section 6.06 Change for Legal Compliance

The Board may change the allocation provisions of this Section if the Company's legal counsel advises the Company that this change is required under the Code based on the manner in which the Members have agreed to bear losses and to share profits and distributions under this Agreement.

ARTICLE SEVEN DISTRIBUTIONS

Section 7.01 Distributions to Members

Subject to Section 7.02, the Board may determine the amounts and timing of distributions to the Members. Distributions may be made to the Members on a *pro rata* or *non pro rata* basis.

Section 7.02 No Unlawful Distributions

Despite any provision to the contrary in this Agreement, the Company must not make any distribution that would violate any contract or agreement to which the Company is then a party or any law, rule, regulation, order or directive of any Governmental Authority then applicable to the Company.

Section 7.03 In-Kind Distributions

The Board may make in-kind distributions to the Members in the form of securities or other noncash property held by the Company. In any in-kind distribution, the securities or property will be distributed among the Members in the same proportion and priority as the distribution's Fair Market Value cash equivalent. Before making an in-kind distribution, the Board must adjust the Members' Interests to account for any difference between the established Fair Market Value and the Book Value of the in-kind property.

Any distribution of securities is subject to the conditions and restrictions the Board requires to ensure compliance with Applicable Law. The Board may require the Members to sign and deliver

documents the Board determines are necessary to comply with all federal and state securities laws that apply to the distribution and to any further transfer of the distributed securities. The Board may appropriately legend the certificates that represent the securities to reflect any restriction on transfer with respect to these laws.

Section 7.04 No Interest or Demand Rights

All distributions will be made under this Article or Section 16.04(c). Except as specifically set forth in this Article, no Member may demand distributions. If a Member does not withdraw all or any portion of the Member's share of any cash distribution, the Member will not receive any interest on the unwithdrawn amount unless all Members agree.

Section 7.05 Proceeds from Capital Transactions

Except as otherwise provided in this Agreement, before making any distribution to Members, proceeds of any capital transaction will be applied to:

- the principal balance at that time of that portion (or any greater portion thereof that the Board determines should be repaid) of any loans that the Board determines are attributable to the capital transaction;
- the amount of all costs and expenses paid or to be paid by the Company in connection with the capital transaction; and
- a reasonable reserve for future payments that may need to be made by the Company with respect to the capital transaction.

Section 7.06 Return of Distribution

Any distribution made to the Members will be considered to comply with Applicable Law if the distribution is made from available assets of the Company. If a court of competent jurisdiction finds that a distribution violates Applicable Law and the request for return of the distribution is approved by a Majority Vote of the Members, the Members must return their respective share of that distribution. The Company's creditors are deemed to have notice of the provisions of this Article and of the fact that Members are not required to return a distribution unless the request for return of the distribution has been approved by a Majority Vote of the Members.

**ARTICLE EIGHT
COMPANY MANAGEMENT**

Section 8.01 Management by Board of Directors

The Company will be managed by managers functioning as a Board of Directors (*Board*) appointed in accordance with Section 8.02. Members of the Board shall manage and administer the Company's property and perform all other duties prescribed for managers by Tennessee law. The Board may take all actions necessary, useful, or appropriate for the ordinary management and conduct of the Company's business. This does include conducting day to day management of business operations.

Except as otherwise provided in Section 10.02, the Board has the exclusive authority to manage the Company's operations and affairs, subject in all cases to the requirements of Applicable Law.

Section 8.02 Appointment of Directors to Board

The number of Directors constituting the Board must be not less than the number of members of the company and not more than five. Any Member that is a natural person may be appointed as a Director.

Billy C. Robinson, Christopher B. Robinson, Michael W. Robinson, and David Mark Lineberry are appointed to the Board of Directors of the Company.

Section 8.03 Director's Voluntary Resignation

Subject to any contract between the Company and the Director, any Director may resign at any time by giving written notice to the Board. Any resignation will take effect on the date the notice is received or later if specified in the resignation notice. A Director's resignation notice need not be accepted to be effective. A Director's resignation will not prejudice the Company's rights under any contract to which the Director is a party on behalf of the Company.

Section 8.04 Removal of Director

A Director may be removed as Director for Cause by a Majority Vote of the Members, excluding the Director at issue if the Director is also a Member.

Section 8.05 Vacancy in the Board of Directors

If a vacancy occurs on the Board due to the death, disability, retirement, resignation, removal, or inability of a Director to serve for any reason, the vacancy will be filled by the appointment of a new Director by a Majority Vote of the Members within 90 days after the vacancy occurs. The appointed Director or Directors will automatically have the rights, authorities, and obligations of a Director under this Agreement.

Section 8.06 Bond, Compensation, and Expenses of Director

Except to the extent required by Applicable Law, no Director is required to furnish bond or other security to serve as Director. No Director will receive a salary or other compensation for services provided. The Directors are entitled to reimbursement for reasonable costs and expenses incurred in conducting Company business.

Section 8.07 Board's Responsibility to File Necessary Forms

The Board shall take all action necessary to assure prompt and timely filing of any amendments to the Articles of Organization according to this Agreement and all required state and federal tax returns, reports, and forms.

Section 8.08 No Employment Rights Conferred

Nothing in this Agreement confers upon any Director any right to employment or continuation of employment with the Company. If a Director is or becomes an at-will employee of the Company, nothing in this Agreement interferes in any way with the right of the Company to terminate the Director's at-will employment at any time. Nothing in this Agreement should be construed to have created any employment agreement with any Director.

Section 8.09 Extent and Scope of Director's Services

Each Director shall adequately promote the interest of the Company, the Company Subsidiaries, and the Members and shall commit the necessary time and effort to do so. A Director is not required to devote full-time hours to Company business.

Section 8.10 Directors' Fiduciary Duties

In carrying out the duties of Director under this Agreement, each Director shall act as a fiduciary for the Members. Each Director owes to the Company the fiduciary duties of loyalty and care stated in Subsections (a) and (b).

(a) Duty of Loyalty

A Director's duty of loyalty includes the duty: to refrain from dealing with the Company in the conduct or winding up of the Company's activities as or on behalf of a person having an interest adverse to the Company.

(b) Duty of Care

Subject to Section 17.01 and Section 17.02, a Director's duty of care in the conduct and winding up of the Company's activities is to refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.

A Director shall discharge the duties under this Agreement or under the Act and exercise any rights consistent with the contractual obligation of good faith and fair dealing. A Director does not violate a duty or obligation under this Agreement merely because the Director's conduct furthers the Director's own interest.

If this Agreement expressly relieves a Director of a responsibility that the Director would otherwise have and imposes the responsibility on the Member, the Member is treated as the Director under this Section with respect to that responsibility.

Section 8.11 Conflict-of-Interest Transactions

After receiving full disclosure of all material facts, the Members may authorize or ratify a specific act or transaction that otherwise would violate the duty of loyalty set forth in Section 8.10(a). In such cases, the Members (excluding the Director participating in the transaction if Director is also a Member) may determine by a Majority Vote whether the transaction or arrangement is in the Company's best interest and for its own benefit and whether the transaction is fair and reasonable to the Company.

Section 8.12 No Personal Liability for Capital Contributions

No Director is personally liable for the return of any portion of any Member's Capital Contribution. Any return of capital will only be made from available assets of the Company.

Section 8.13 Board's Power to Amend

The Board may, without the consent of the Members, amend any provision of this Agreement or the Articles of Organization and prepare and deliver any documents to the extent necessary to reflect:

- a change in the Company's name or its principal office location;
- the admission, substitution, or termination of Members according to this Agreement;

a change that the Board determines necessary or advantageous to qualify or to maintain qualification as a limited liability company or a company in which the Members have limited liability under the laws of any jurisdiction, or to ensure that the tax treatment of the Company does not change other than under Article Two;

a change that does not adversely affect the Members in any material respect or that is required or contemplated by this Agreement; or

any other similar amendments.

Any other amendments must be made in accordance with Section 18.17.

Section 8.14 Establishing Committees

By resolution, the Board may designate one or more committees from among the Directors. Each committee must be comprised of one or more Directors. The Board may not designate any committee with all of the authority of the Board. Any committee, to the extent provided in the resolution forming such committee, will have and may exercise the authority of the Board, subject to the limitations set forth in Section 8.15. The Board may dissolve any committee or remove any committee member at any time.

Section 8.15 Limitation on Committee Authority

No committee the Board designates may have the authority of the Board in reference to:

authorizing or making distributions to the Members;

approving a plan of merger or sale of the Company;

recommending to the Members a voluntary dissolution of the Company or a revocation of a voluntary dissolution;

filling vacancies in the Board; or

altering or repealing any resolution of the Board that by its terms is not amendable or repealable.

Section 8.16 Board Meetings

The Board shall meet at the time and at the place the Board designates. Board meetings may be held at the Company's principal office or any other place (either within or outside the State of Tennessee) the Board determines from time to time.

Section 8.17 Special Meetings

Special meetings of the Board may only be called by Majority Vote of the Directors. Notice of a special meeting of the Board must be given according to this Agreement, or upon shorter notice if all Directors approve. Any Director may waive this notice as to himself or herself.

Section 8.18 Meeting Notice

Written notice of each Board meeting must be given to each Director of record entitled to vote at the meeting at the address as appears in the Company records at least two but no more than 30 days before the meeting date. The notice must state the date, time, and place of any meeting of the Board and a description of the meeting's purpose.

Section 8.19 Waiving Meeting Notice

A Director may waive notice of any meeting, before or after the date and time of the meeting stated in the notice, by delivering a signed waiver to the Company to include in the Company records. If a Director attends any meeting in person or by proxy, the Director waives objection to lack of notice or to defective notice of the meeting, unless the Director objects to holding the meeting or transacting business at the meeting. The Director waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Director objects to considering the matter when it is presented.

Section 8.20 Action by Written Consent

Any Board action required or permitted to be taken at a Board meeting may be taken without a meeting if the action is taken by all the Directors entitled to vote on the action. The action must be evidenced by one or more written consents describing the action taken. These consents, in the aggregate, must be signed by all of the Directors entitled to vote on the action and delivered to the Company to be included in the Company records. Electronic signatures shall constitute consent. This consent has the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Secretary of the State of Tennessee.

Section 8.21 Quorum

50% of the Directors serving on the Board constitute a quorum for the transaction of business of the Board. At all times the Board is conducting business at a meeting of the Board, a quorum of the Board must be present. If a quorum is not present at any meeting of the Board, the Directors present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 8.22 Presence

Any Director may participate in any meeting using any means of communication by which all Directors participating may simultaneously hear each other during the meeting. Any Director participating in this way is considered present in person at the meeting.

Section 8.23 Binding Act

Each Director has one vote on all matters submitted to the Board or any Board-designated committee. With respect to any matter before the Board, the act of a majority of the Directors constituting a quorum is the act of the Board.

Section 8.24 Individual Director's Agency Authority

No individual Director has the right or authority to bind the Company in contracts and other dealings with Third Parties—regardless of whether the contracts and other dealings occur in the ordinary course of the Company's business—without a vote of the Board in accordance with this Article. No individual Director may make any representation concerning the Company or any Company Subsidiary that is likely to have a material impact on the Company's or Subsidiary's business or reputation.

ARTICLE NINE MEMBER RIGHTS AND OBLIGATIONS

Section 9.01 Limited Liability of Members

Except as required by Applicable Law, a Member's status as a Member does not obligate the Member for any debt, obligation, or liability of the Company, of any Company Subsidiaries, or of other Members whether arising in contract, tort, or otherwise.

No Member will be required to contribute capital to the Company for the payment of any losses or for any other purposes. No Member will be responsible or obligated to any Third Party for any debts or liabilities of the Company in excess of the amount of:

- that Member's unpaid required Capital Contributions;
- unrecovered Capital Contributions; and
- that Member's share of any undistributed Company profits.

Section 9.02 No Right to Participate in Management

Except as expressly provided in this Agreement, no Member may participate in the management and operation of the Company's business and investment activities or bind the Company to any obligation or liability whatsoever. A Member may exercise any power authorized by the Act that a Member may exercise without being considered to be taking part in the control of the Company's business.

Section 9.03 Members' Fiduciary Duty

A Member does not have any fiduciary duty to the Company or to any other Member solely by reason of being a Member. If this Agreement expressly relieves a Director of a responsibility that the Director would otherwise have and imposes the responsibility on one or more Members, those Members will be treated as Directors with respect to that responsibility under Section 8.10.

Section 9.04 Member's Agency Authority

No individual Member has the right or authority to bind the Company in contracts and other dealings with Third Parties—regardless of whether the contracts and other dealings occur in the ordinary course of the Company's business—without a vote of the Members except as provided in Article Ten. No individual Member may make any representation concerning the Company or any Company Subsidiary that is likely to have a material impact on the Company's or Subsidiary's business or reputation.

Section 9.05 Transfer of Company Assets

A Member may not transfer legal or beneficial title to Company property except to the extent permitted by the laws of the State of Tennessee relating to the winding up of the Company in the absence of a qualified Manager. Any Member who acts in that capacity may do so only after first submitting an affidavit of fact stating the conditions under which the Member serves. Any affidavit prepared according to this provision must be kept with the Company records.

Section 9.06 Restrictions on Withdrawal or Dissociation Rights

A person will remain a Member as long as that person holds any Interest in the Company. As long as a Member continues to hold any Interest in the Company, the Member does not have the ability

to withdraw, dissociate, or resign as a Member or receive a return of any Capital Contributions before the Company's dissolution and winding up under this Agreement and Applicable Law. A Member does not dissociate, withdraw, or otherwise cease to be a Member because of the Member's bankruptcy or because of any event specified in the Act. A Member's withdrawal, dissociation, resignation or attempted withdrawal, dissociation, or resignation before the Company's dissolution or winding up is null and void *ab initio*.

Section 9.07 Company Continues after a Member's Death

A Member's death will not cause the Company to dissolve. If a Member dies, the remaining Member or Members will continue the Company and its business.

Section 9.08 No Partition Rights

Title to the Company's assets is vested solely in the Company and not owned by any Member. Each Member, individually and on behalf of the Member's successors and assigns, expressly waives any right to have any Company property partitioned.

Section 9.09 Member Expulsion

The Company may not expel a Member under any circumstances.

**ARTICLE TEN
MEMBER VOTING AND VOTING RIGHTS**

Section 10.01 Voting Rights

Each Member has the right to one vote regarding all matters that all Members have a right to vote under this Agreement or by Applicable Law.

Section 10.02 Matters on Which Members Must Vote

The Directors may not take any of the following actions without approval by the Directors and a Majority Vote (or greater vote if required by this Agreement or Applicable Law) of the Members:

- admitting any substitute or Additional Members into the Company in accordance with Section 14.06;
- approving and accepting a *non pro rata* Capital Contribution;
- filing or consenting to file a petition for or against the Company under any federal or state bankruptcy, insolvency, or reorganization act;
- ceasing the Company's business before the Company's actual termination or acting in any way that would make it impossible to carry on the Company's business;
- permitting the Company's funds to be commingled with the funds of any other person;
- confessing a judgment against the Company;
- materially altering the Company's business or deviating from any approved business plan of the Company;
- selling substantially all of the property in liquidation or dissolving and liquidating the Company;
- registering any interest in this Company for an offering under any federal or state securities law;

changing the tax classification of the Company;
making elections for federal, state, and local income tax matters, including basis adjustment;
appointing a Director, subject to the provisions of Section 8.02;
removing a Director, subject to the provisions of Section 8.04;
electing a successor Director, subject to the provisions of Section 8.05;
amending this Agreement; and
any matter requiring the vote of the Members under any mandatory provision of Applicable Law.

The Members may call or hold any meeting of the Members, provide notice of the meeting, form a quorum for the meeting, or take any action by vote at a meeting or by written consent without a meeting, in all cases to take any action or conduct any business permitted by this Section.

Assignees may not vote.

Section 10.03 Approval or Consent of Members

Unless provided otherwise by this Agreement or Applicable Law, any action of the Members requires a Majority Vote of the Members in favor of the action.

Section 10.04 Members Who Are under Court Orders

The vote, consent, or participation of any Member under any kind of court order charging, restraining, prohibiting, or in any way preventing any Member from participating in Company matters is not required in order to obtain the necessary percentage vote or consent or participation for the Company to act upon any proposed action.

Section 10.05 Voting by Proxy

The Members may appoint a proxy to vote or otherwise act for the Members under a written appointment form signed by the Members or the person's attorney in fact. A proxy appointment is effective when received by the secretary or other officer or agent of the Company authorized to tabulate votes. A fiduciary's general proxy is given the same effect as the general proxy of any other Members. A proxy appointment is valid for 11 months unless otherwise specifically stated in the appointment form, or unless the authorization is revoked by the Member who issued the proxy.

Section 10.06 Deadlock Provision

In the event that Member interests are split evenly on a voting matter after multiple attempts the Company shall employ a mediation attorney or specialist to assist with such a deadlock. If mediation fails to deliver a final decision then both parties agree to arbitration as it pertains to this particular matter, with the arbitrator having no authority to modify this operating agreement.

ARTICLE ELEVEN MEMBER MEETINGS AND NOTICE

Section 11.01 Member Meetings

The Members may designate when and where they meet. Member meetings may be held at the Company's principal office or any other place (either within or outside the State of Tennessee) the Members determine from time to time.

Section 11.02 Special Meetings

Special meetings of the Members must be called by Majority Vote of the Members. Special meetings of the Members require notice to be delivered to the Members according to this Agreement. Any shorter notice period must be approved by all the Members. Any Member may waive this notice as to himself or herself.

Section 11.03 Meeting Notice

The Board shall deliver notice to each Member of record entitled to vote at the meeting at the address in the Company records at least two but no more than 30 days before the meeting date. The notice must state the date, time, and place of any meeting of the Members and a description of the meeting's purpose.

Section 11.04 Waiving Meeting Notice

A Member may waive notice of any meeting before or after the meeting's date and time stated in the notice by delivering a signed waiver to the Company to include in the minutes. If a Member attends any meeting in person or by proxy, the Member waives objection to lack of notice or to defective notice of the meeting unless the Member objects to holding the meeting or transacting business at the meeting. The Member waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

Section 11.05 Action by Written Consent

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is taken by all the Members entitled to vote on the action. The action must be evidenced by one or more written consents describing the action taken. These consents, in the aggregate, must be signed by all of the Members entitled to vote on the action and delivered to the Company to be included in the minutes. This consent has the same force and effect as a vote at a meeting with a quorum present and may be stated as such in any document or instrument filed with the Tennessee Secretary of State.

Section 11.06 Quorum

For any meeting of the Members, a quorum requires the presence of Members holding at least two-thirds of the Interests entitled to vote at the meeting. Any time the Members are conducting business at a meeting of the Members, a quorum of the Members must be present. If a quorum is not present at any meeting of the Members, the Members present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 11.07 Presence

Any Member may participate in any meeting using any means of communication by which all Members participating may simultaneously hear each other during the meeting. Any Member participating in this way is considered present in person at the meeting.

Section 11.08 Conduct of Meetings

At any meeting of the Members, the Members shall appoint a natural person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting, to be kept with the Company records.

ARTICLE TWELVE BOOKS, RECORDS, AND BANK ACCOUNTS

Section 12.01 Books and Records

The Board shall keep books of account regarding the operation of the Company at the principal office of the Company or at any other place the Board determines. The Board shall keep the following records:

- a current list of the full names and last known addresses of each past and present Manager and Member;
- a copy of the Articles of Organization (and any amendments) and copies of any powers of attorney under which any certificate has been signed;
- copies of the Company's federal, state, and local income tax returns and any reports for the three most recent Taxable Years, if required;
- copies of this Agreement (and any amendments);
- copies of any financial statements of the Company for the three most recent Taxable Years;
- and
- any other documents required by Applicable Law.

Section 12.02 Accounting and Taxable Year

The Board shall keep books of account consistent with any method authorized or required by the Code and as determined by the Board. The Board shall close and balance the books at the end of each Taxable Year. The Members may choose any period authorized or required by the Code for the Company's Taxable Year.

Section 12.03 Reports

Within a reasonable time after each Taxable Year ends, the Board shall provide the information required to prepare and file individual tax returns to all Members. The Board shall prepare these financial statements at the Company's expense.

Section 12.04 Director Inspection Rights

Upon reasonable notice from a Director, the Company shall—and shall cause its Directors, officers, and employees to—provide reasonable access to a Director and its Legal Representatives to Company Information during normal business hours. *Company Information* is the information accessible to the Directors and its Legal Representatives by exercising the inspection right to

examine and make copies of the corporate, financial, and similar records, reports, and documents of the Company and the Company Subsidiaries, including all books and records, minutes of proceedings, internal management documents, operations reports, reports of adverse developments, management correspondence, and communications with the Directors or Directors.

A Member's inspection rights and the Company's obligations under this Section only apply if the information requested by the Member or the Member's Legal Representative is material to the Member's rights and duties under this Agreement or the Act.

Section 12.05 Member's Inspection Rights

Upon reasonable notice from a Member, the Company shall—and shall cause its Directors, officers, and employees to—provide reasonable access to each Member and its Legal Representatives to Company Information during normal business hours if:

- the Member or its Legal Representative requests the Company Information for a stated purpose that is material to the Member's interest as a Member;
- the Member makes a written demand received by the Company, specifically describing the Company Information requested and the stated purpose; and
- the Company Information requested is directly connected to the Member's purpose.

Within 10 days after receiving a written demand for Company Information, the Company shall inform the Member in writing whether the Company agrees to provide the demanded Company Information to the Member and when the Company will provide the information or whether the Company declines to provide any demanded Company Information and the Company's reason for declining.

Section 12.06 Other Information

The Company and each Director shall provide to each other Director—without demand—any information concerning the Company's or any Company Subsidiary's activities, financial conditions, or other circumstances that the Company knows is material to the proper exercise of the Director's rights and duties under the Agreement or the Act. Neither the Company nor any Director is responsible for failure to provide this information if the Company or Director reasonably believes that the Director in question already knows the information.

Whenever the Act or this Agreement requires or allows a Director to give or withhold consent to a matter, the Company shall, without demand, provide the Member with all information that is known to the Company and is material to the Member's decision before the consent is given or withheld.

Section 12.07 Budget

No later than 30 days before each Taxable Year begins, the Company may, at the Members' election, prepare and submit a Budget. The Company and the Subsidiaries shall use commercially reasonable efforts to operate in all material respects in accordance with any Budget set by the Company.

Section 12.08 Bank Accounts and Company Funds

The Board shall deposit all cash receipts in the Company's depository accounts. All accounts used by or on behalf of the Company are the Company's property, and will be received, held, and

disbursed by the Board for the purposes specified in this Agreement. The Board may not commingle Company funds with any other funds.

ARTICLE THIRTEEN COVENANTS, REPRESENTATIONS, AND WARRANTIES

Section 13.01 Member Representations, Warranties, and Acknowledgements

By signing and delivering this Agreement or a Member Joinder, each Member, whether admitted as of this date or under Section 14.06, represents and warrants to the Company and acknowledges the following.

(a) No Fraudulent Transfer

The Member is not entering into this Agreement with the actual or constructive intent to hinder, delay, or defraud its present or future creditors and is receiving reasonably equivalent value and fair consideration for the Member's Capital Contribution.

(b) Clear Title to Capital Contribution

The Member's Capital Contribution has been contributed, transferred, assigned, and conveyed to the Company free and clear of any liens or other obligations other than those existing on this date and disclosed in writing to the Members.

(c) Limited Transferability

The transferability of the Member's Interest is severely limited.

(d) Adverse Impact on Fair Market Value

Some of the restrictions inherent in this form of business and specifically set forth in this Agreement may have an adverse impact on the Fair Market Value of the Interests if a Member attempts to sell or borrow against the Member's Interest.

(e) No Reliance on Member Representations

The Member's decision to acquire Interest has been made by the Member independent of any other Member and independent of any statements or opinions as to the advisability of the purchase or as to the business, operations, assets, liabilities, results of operations, financial condition, and prospects of the Company and the Company Subsidiaries that may have been made or given by any other Member or by any agent or employee of any other Member.

(f) Experience in Financial and Business Matters

The Member has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and of making an informed decision.

(g) Economic and Financial Risk

The Member bears the economic risk of investment for an indefinite period as the Interests are not registered under the Securities Act or any state securities laws and cannot be offered or sold unless subsequently registered or unless an exemption from registration is available.

(h) Due Authorization

If this Agreement is executed or joined in on behalf of a partnership, trust, corporation or other entity, the person signing or joining this agreement on behalf of the Member has been duly authorized to sign and deliver this Agreement and all other documents and instruments signed

and delivered on behalf of the Member in connection with this Agreement and to consummate the transactions contemplated by this Agreement.

(i) No Legal Violations

The Member's signing, delivery, and performance of this Agreement does not contravene or result in a default in any material respect under any law or regulation applicable to the Member.

(j) No Conflicts

The signing and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement will not, violate any material contractual restriction or commitment of any kind or character to which the Member is a party or by which the Member is bound.

(k) No Required Consents

The signing, delivery, and performance of this Agreement does not require the Member to obtain any consent or approval that has not already been obtained.

(l) Binding Agreement

This Agreement is valid, binding, and enforceable against the Member in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles, regardless of whether considered at law or in equity.

These representations, warranties, and acknowledgments do not replace, diminish, or otherwise adversely affect any Member's representations and warranties made by it in any agreement by any Member to join or otherwise acquire an interest in the Company, as applicable.

Section 13.02 Breach by Members or Assignees

Any Member or Assignee who breaches this Agreement is liable to the Company or any Company Subsidiary for damages caused by the breach, including attorney's fees and litigation expenses. The Company may offset damages against any distributions or return of capital to the breaching Member or Assignee.

While holding any Interest in the Company, a Member or Assignee who interferes in the management of the Company's or any Company Subsidiary's affairs is in breach of this Agreement.

Section 13.03 Modification for Legal Events

If any court of competent jurisdiction determines that any provision or any part of a provision set forth in Article Thirteen is unenforceable because of its duration or geographic scope, the court has the power to modify the unenforceable provision instead of severing it from this Agreement in its entirety. The modification may be by rewriting the offending provision, by deleting all or a portion of the offending provision, by adding additional language to Article Thirteen, or by making other modifications as it determines necessary to carry out the parties' intent to the maximum extent permitted by Applicable Law. The parties expressly agree that this Agreement as modified by the court is binding upon and enforceable against each of them.

ARTICLE FOURTEEN TRANSFER OF INTERESTS

Section 14.01 Transferability of Interests

Any Member may voluntarily transfer its Interest without the consent of any other Members and the Board as long as the proposed transfer does not:

- result in any event of default as to any secured or unsecured obligation of the Company;
- cause the Company to fail to meet the requirements for eligibility to elect out of partnership-level tax treatment under Code Section 6221(b); or
- cause a reassessment of any real property owned by the Company; or
- cause any other adverse material impact to the Company.

The transferee of a voluntary transfer of Interest permitted by this Section will be admitted as an Additional Member only in compliance with Section 14.06. Any attempted transfer of an Interest or the admission of an Additional Member without consent of the Members in violation of this Section and Section 14.06 is null and void *ab initio*.

Section 14.02 Restriction to Preserve Code Section 6221(b) Election

Despite the foregoing or anything else in this Agreement, the Company may not approve—and each Member agrees that it will not directly or indirectly make—any transfer or addition of an Additional Member that would cause the Company to fail to meet the requirements for eligibility to elect out of partnership-level tax treatment under Code Section 6221(b). Under these requirements, each of the Members of the Company must be an individual, a C corporation, any foreign entity that would be treated as a C corporation were it domestic, an S corporation, or an estate of a deceased Member. The Company must not be required to furnish more than 100 statements under Code Section 6031(b) with respect to its Members.

Section 14.03 Securities Restriction

Despite the foregoing or anything else in this Agreement, the Company may not approve—and each Member agrees that it will not directly or indirectly make—any transfer or addition of an Additional Member except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws. The Company may condition a transfer of Interest on receipt of an opinion of counsel in form and substance satisfactory to the Company to the effect that the transfer may be made without registration under the Securities Act.

Section 14.04 Transferee Treated as an Assignee until Admitted as an Additional Member

The transferee of an Interest will hold the interest only as an Assignee until the transferee satisfies all the requirements of Section 14.01 to become an Additional Member. As an Assignee, the transferee will have only those rights in Section 14.05.

Section 14.05 Assignee's Rights, Limitations, and Obligations

The transferee of any involuntary transfer of a Member's Interest will be treated as an Assignee. An Assignee may receive distributions from the Company to the same extent that the transferring Member would receive distributions under this Agreement, but otherwise has substantially fewer rights than a Member. An Assignee only holds a right to receive economic benefits when actually

distributed by the Company in respect to the assigned Interest. Other limitations on Assignees' rights include:

- access only to the Company records and information specifically authorized for the Assignees under the Act;
- no right to vote in any Company matters; and
- no other legal or economic rights.

Regardless of whether an Assignee is admitted as a Member, an Assignee is subject to all of the obligations of a Member. If an Assignee fails to fulfill any monetary obligation imposed on Members under this Agreement, then despite any other provisions of this Agreement, any amount that otherwise would be paid or distributed to the Assignee under Article Seven or Article Sixteen will not be paid to the Assignee. Instead, the amount will be paid or otherwise applied on the Assignee's behalf to any monetary obligation of the Assignee that has not been paid or deemed paid.

Section 14.06 Requirements to Become an Additional Member

An Assignee or other prospective Additional Member will not become an Additional Member and will not have any rights as a Member until all of the conditions, consents, and procedures in this Section have been fully satisfied.

(a) Approval by Members and the Board

An Additional Member may only be added with the unanimous written consent of the Members and the Board.

(b) Certain Legal Assurances

If required by the Board, the prospective Additional Member must provide evidence satisfactory to the Board that admission of the prospective Member will not violate any applicable securities law, cause a termination of the Company under applicable provisions of the Code, or alter the status of any tax election made by the Company.

(c) Transfer Instruments

If a prospective Additional Member is acquiring an Interest in connection with a Member's transfer of Interest, the assigning Member and the Assignee shall sign, acknowledge, and deliver instruments of transfer and assignments to the Company, in the form and substance satisfactory to the Company.

(d) Executing All Other Agreements

The prospective Additional Member must sign all other agreements and instruments requested by the Board. These instruments include a Member Joinder or other written acceptance and adoption by the Assignee of this Agreement.

(e) Reasonable Transfer Fee

An Assignee may be required to pay any professional fees incurred in obtaining opinions or valuations and a reasonable transfer fee to the Company. The Board may establish the transfer fee amount on a case-by-case basis.

(f) Intrafamily Transfer

A transfer to the direct descendant of an Original Member (Robinson Developments, L.P. owner and David Mark Lineberry), due to death or voluntary transfer, shall be valid and

approval not unreasonably withheld by Members or the Board. Any legal fees accumulated by a direct descendant of an Original Member shall be reimbursed by the opposing Member or Board Member should the descendant prevail. Legal fees reimbursed shall only be for withholding of membership rights from a direct descendant.

Any attempt to admit a Member that violates this Article will be null and void *ab initio*.

Section 14.07 Additional Member's Effective Admission Date

The effective date of an Additional Member's admission is the date on which the Members and action of the Board accept the Assignee as an Additional Member under this Agreement and the requirements of Section 14.06 are satisfied.

Section 14.08 Amending Operating Agreement and Articles of Organization

If required by Applicable Law, upon the admission of an Additional Member, the Board may amend the Operating Agreement, the Articles of Organization, or both to reflect any substitution or addition of the Additional Member. The Company may assess any associated fees, costs, or other expenses associated with that Additional Member.

Section 14.09 Voting Rights of Transferred Interests

A Member who transfers an Interest to an Assignee will continue to hold all voting rights associated with the assigned Interest until the Assignee of the transferred Interest satisfies all of the requirements to become an Additional Member under Section 14.06.

If an Assignee acquires an Interest due to the death of a Member, the voting rights associated with the transferred Interest will be suspended and disregarded for purposes of calculating votes until the Assignee of the transferred Interest satisfies all of the requirements to become an Additional Member under Section 14.06.

Section 14.10 Effect of Improper Transfer

Any attempted transfer of an Interest or the admission of an Additional Member in violation of this Article is null and void *ab initio*. No such transfer or admission may be recorded on the Company's books and the purported transferee or Member in any such transfer will not be treated (and, in the case of a transfer, the purported transferor will continue to be treated) as the owner of such Interest for all purposes of this Agreement. If the ownership of Interest is in doubt, or if there is reasonable doubt as to who may receive a distribution attributable to an Interest, the Board may accumulate the amounts to be distributed until this issue is finally determined and resolved. The Board shall credit any accumulated amounts to the Capital Account associated with the Interests.

Section 14.11 Creditor Rights; Charging Order Sole and Exclusive Remedy

If a creditor obtains a judgment by a court of competent jurisdiction against any Member or Assignee, the court may charge the Member or Assignee's Interest with payment of the unsatisfied amount of the judgment from distributions attributable to the affected Interest, but only to the extent permitted by the Act. To the extent any Interest is charged with satisfaction of a judgment, the judgment creditor will receive no more than the rights of an Assignee under Section 14.05 and will not be admitted as a Member of the Company.

The charging order is the exclusive remedy by which a judgment creditor of a Member or an Assignee of an Interest may obtain any satisfaction from the Company toward any judgment

against the Member or Assignee. This Section does not deprive any Member or Assignee of rights under any exemption laws available to the Member or Assignee.

Section 14.12 Assignee or Charging Order Holder Assumes Tax Liability

The Assignee of an Interest and any person who acquires a charging order against an Interest shall report income, gains, losses, deductions and credits regarding the interest for the period in which the Assignee interest is held or for the period the charging order is outstanding.

ARTICLE FIFTEEN RIGHT OF FIRST REFUSAL

Section 15.01 Members and Company Right of First Refusal

No Member may transfer any Interest without first offering in writing to sell the Interest to all other Members and the Company as provided in this Article. The only exception being those interests passed after the death of such Member as an intrafamily transferrin Section 14.06.

Section 15.02 Notice of Intent to Transfer

Before transferring an Interest, a Member shall first give notice of the intent to transfer to the Board and to all other Members. Any notice of intent to transfer must include a copy of any written offer to purchase the Interest that the Member has received. If the Member received only an oral offer, a written explanation of the oral offer must be attached to the notice. The written explanation must completely detail the purchase price and payment terms.

Section 15.03 Members' Right to Purchase

The Members have the first right to purchase any portion of the Interest according to the terms of the offer except as the Company may elect to modify the terms under Section 15.05. If some or all of the purchase price stated in the offer consists of non-cash consideration, a Member may pay the equivalent cash value in lieu of the non-cash consideration. A Member may exercise this right to purchase by giving notice of intent to purchase to the selling Member within 60 days of receiving the written notice of the offer.

Section 15.04 Company's Right to Purchase

If none of the Members provide written notice of an intent to purchase the Interests within 60 days of receiving the written notice of the offer or if all of the Members provide written notice of an intent not to purchase the Interest, the Company may purchase all or any portion of the Interest according to the terms of any written notice of an offer except as the Company may elect to modify the terms under Section 15.05. The Company may exercise this first right to purchase by giving written notice of the Company's intent to purchase to the selling Member within 70 days of receiving the written notice of the offer.

Section 15.05 Payment Terms under Priority Right to Purchase

If a Member or the Company exercises the priority right to purchase an Interest as provided above, then a purchasing Member or the Company may pay the purchase price either according to the payment terms specified in the written notice of the offer provided by the selling Member or by delivering an unsecured promissory note made by the buyer for the purchase price. If the buyer chooses to pay the purchase price according to a promissory note, the note will bear interest

(compounded monthly on the first day of each calendar month) on the unpaid principal amount thereof from time to time remaining from the date advanced until repaid, at the applicable federal rate on the loan date. The principal amount of the note will be payable in 60 equal monthly payments of principal and amortized interest. The first payment will be due on the first day of the first month following the signing of the note. Subsequent payments will be due on the first day of each month following the signing of the note until the note is paid in full. The note must provide for a 60-day right to cure after notice of any default on any payment before acceleration of the unpaid balance of principal and interest. The buyer may prepay the note in whole or in part at any time without penalty.

Section 15.06 Closing on Purchase by the Member or the Company

Any purchase of an Interest under this Section will close at the Company's principal office within 30 days from the date that the purchasing Members or the Company exercise their priority right to purchase an Interest.

Section 15.07 Transfer to Third Party after Non-Exercise of Priority Right

If neither the purchasing Members nor the Company exercise their respective priority right to purchase the Interest, the selling Member may transfer its Interest to the party that made the original offer for the purchase price and on the terms in the original offer.

Any transfer to a Third Party under this Section must close within 30 business days from the earlier of:

- the date on which priority rights of the other Members and the Company to purchase expire;
- and

- the date on which the other Members and the Company have provided written notice of their intent not to exercise their respective priority rights to purchase.

If the Interest is not sold to the prospective purchaser within the specified time, the other Members and the Company will again be offered an opportunity to exercise their respective priority rights to purchase the Interest under Section 15.03 and Section 15.04.

ARTICLE SIXTEEN DISSOLUTION AND LIQUIDATION

Section 16.01 Dissolution Events

The Company will be dissolved only if an event described in this Section occurs.

(a) Dissolution by the Members and the Board

The Company will be dissolved by the Members and the Board, subject to any special vote required by Article Ten.

(b) Judicial Dissolution

The Company will be dissolved upon the entry of a decree of judicial dissolution by a court of competent jurisdiction.

After dissolution, the Company may only conduct activities necessary to wind up its affairs.

Section 16.02 Effect of Dissolution

Dissolution of the Company will be effective on the day on which the event described in Section 16.01 occurs, but the Company will not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 16.04, and the Company's Articles of Organization has been cancelled as provided in Section 16.07.

Section 16.03 Accounting Following Dissolution and Liquidation

As soon as possible after dissolution and again after final liquidation, the Board shall obtain a formal accounting report by a recognized certified public accounting firm. The accounting report will include the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(a) Loss and Gain Allocation

The Board shall allocate the Company's estimated net loss for the year and any loss realized by the Company on liquidation, including any book adjustment loss under Subsection (b), in accordance with Article Five and Article Six. The Managers shall allocate the Company's estimated net gain for the year and any gain realized upon liquidation, including any book adjustment gain under Subsection (b), in accordance with Article Five and Article Six.

(b) Book Adjustment for In-Kind Distributions

If the Company distributes any in-kind property to the Members, the Company shall make a book adjustment with respect to the in-kind property distributed as provided in the Treasury Regulations under Code Section 704 to reflect the allocation of gain or loss from liquidation in the Members' Capital Accounts.

Section 16.04 Liquidation

After dissolving the Company, the Members and the Board entitled to vote on liquidation of the Company under Section 16.01(a) shall appoint a liquidator (*Liquidator*) with full authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company's in an orderly and businesslike manner. The Liquidator shall liquidate the Company's assets and apply and distribute proceeds from the liquidation of the assets as follows.

(a) Creditor Payment

The proceeds from the liquidated property will first be applied toward or paid to any non-Member creditor of the Company in the order of payment required by Applicable Law.

(b) Provision for Reserves

After paying liabilities owed to non-Member creditors, the Liquidator shall set up such reserves as the Liquidator determines is reasonably necessary. The Liquidator may, but need not, pay over any reserves for contingent liabilities to a bank to hold in escrow for later payment.

After the Liquidator is reasonably satisfied that any liabilities have been adequately resolved, the Liquidator shall distribute any remaining reserves to the Members or their assigns as provided in Section 16.04(c).

(c) Distributions to Members

After paying liabilities owed to non-Member creditors and establishing reserves, the Liquidator shall satisfy any debts owed to the Members with any remaining net assets of the Company,

and then distribute any remaining assets to the Members in proportion to their positive Capital Account balances.

Section 16.05 In-Kind Distributions in Liquidation

Despite the provisions of Section 16.04 that require the liquidation of the Company's assets but subject to the order of priorities set forth in Section 16.04(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves. If the Liquidator determines the assets are not suitable for liquidation, the Liquidator may distribute undivided interests in the Company's assets to the Members instead of cash. This in-kind distribution must be made to the Members as tenants in common and in accordance with the provisions of Section 16.04(c). Any in-kind distribution will be subject to any conditions relating to the disposition and management of the properties that the Liquidator determines to be reasonable and equitable and to any agreements governing the operating of such properties at that time. If any in-kind assets of the Company are to be distributed, those assets will be distributed using their Fair Market Value at the distribution date, as determined by the Liquidator.

Section 16.06 Company Property Sole Source

Company property is the sole source for the payment of any debts or liabilities owed by the Company. Any return of Capital Contributions or liquidation amounts to the Members will be satisfied only to the extent that the Company has adequate assets. If the Company does not have adequate assets to return the Capital Contributions, the Members will not have any recourse against the Company or any other Members, except to the extent that other Members may have outstanding debts or obligations owing to the Company.

Section 16.07 Cancellation of Articles of Organization

Upon completing the distribution of the Company's assets as provided in Section 16.04(c), the Company will be terminated and the Liquidator shall cause the cancellation of the Articles of Organization in the State of Tennessee and of all qualifications and registrations of the Company as a foreign limited liability company in any other jurisdictions and shall take any other actions necessary to terminate the Company.

Section 16.08 Survival of Indemnity Rights, Duties, and Obligations

For purposes of Article Seventeen, including any Member's right to indemnification under Section 17.04, the Company's dissolution, liquidation, winding up, or termination for any reason will not release any party from any loss that, at the time of the dissolution, liquidation, winding up, or termination, had already accrued to any other party or which may accrue because of any act or omission occurring before the dissolution, liquidation, winding up, or termination.

Section 16.09 Company Asset Sales during Term of the Company

The sale of Company assets during the term of the Company does not constitute liquidation, dissolution, or termination of the Company as defined under this Article. The Board may reinvest the sale proceeds in other assets consistent with the business purposes for the Company. Further, the Board may participate in any real property exchange as defined in Code Section 1031 if the exchange fulfills the business purposes of the Company.

ARTICLE SEVENTEEN EXCULPATION AND INDEMNIFICATION

Section 17.01 Exculpation of Protected Persons

No Protected Person is liable to the Company or any other Protected Person for any loss, damage, or claim incurred because of any action taken or not taken by the Protected Person in good-faith reliance on the provisions of this Agreement. This exculpation is only effective if the action or omission is not an Unprotected Act and does not protect any Member from a court order to purchase the Interest of another Member who successfully contends that the Member committed actionable, oppressive acts against the other Member.

Section 17.02 Good-Faith Reliance

A Protected Person is fully protected if the Protected Person relies in good faith on the Company's records or on information, opinions, reports, or statements of the following Persons or groups:

- another Manager;
- one or more officers or employees of the Company;
- any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or
- any other person selected in good faith by or on behalf of the Company, in each case as to matters that the relying person reasonably believes to be within the other person's area of professional expertise.

The information, opinions, reports, or statements referred to above include financial statements; information, opinions, reports, or statements as to the value or amount of the Company's assets, liabilities, income, or losses; and any facts pertinent to the existence and amount of assets from which distributions might properly be paid.

In no way does this provision limit any person's right to rely on information as provided in the Act. Any act, omission, or forbearance by a Protected Person on the advice of the Company's counsel must be conclusively presumed to have been in good faith.

Section 17.03 Decision-Making Standards

When this Agreement permits or requires a Protected Person to make a decision (including discretionary decisions and other grants of similar authority or latitude), the Protected Person is entitled to consider only the interests and factors as the Protected Person chooses, including its own interests, subject only to Section 8.10. When this Agreement permits or requires a Protected Person to make a good-faith decision, the Protected Person shall act under this express standard and is not subject to any other standard imposed by this Agreement or any Applicable Law.

Section 17.04 Indemnification

The Company shall indemnify, hold harmless, defend, pay, and reimburse any Protected Person against all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in their investigation or defense, that arise in connection with any actual or alleged act, omission, or forbearance performed or omitted on behalf of the Company, any Company Subsidiary, or any Member in connection with the Company's business. If the act or omission is not an Unprotected Act, the Company shall also reimburse any amounts expended in

settling any claims (collectively, *Indemnity Losses*) to which the Protected Person may become subject because:

of any act or omission or alleged act or omission on behalf of the Company or any Member, or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company;

the Protected Person is or was acting in connection with the Company's business as a partner, member, stockholder, controlling Affiliate, manager, director, officer, employee, or agent of the Company; any Member; or any of their respective controlling Affiliates; or

the Protected Person is or was serving at the Company's request as a partner, member, manager, director, officer, employee, or agent of any person including the Company or any Company Subsidiary.

A Protected Person's conduct will be determined under a final, nonappealable order of a court of competent jurisdiction. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of *nolo contendere* or its equivalent, does not, of itself, create a presumption that the Protected Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that the conduct was unlawful or constituted fraud or willful misconduct.

The indemnity provided by this Article extends to the full extent permitted by the Act as it now exists or may later be amended, substituted, or replaced, but only if the amendment, substitution, or replacement permits the Company to provide broader indemnification rights than those the Act permits.

Section 17.05 Reimbursement

The Company shall promptly reimburse and may provide advancements to each Protected Person for reasonable legal or other expenses incurred in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Indemnity Losses for which such Protected Person may be indemnified under Section 17.04. If it is finally judicially determined that the Protected Person is not entitled to the indemnification provided by Section 17.04, the Protected Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

Section 17.06 Entitlement to Indemnity

The indemnification provided by Section 17.04 does not exclude any other indemnification rights under any separate agreement or otherwise. Section 17.04 will continue to protect each Protected Person regardless of whether the Protected Person remains in the position or capacity under which the Protected Person became entitled to indemnification under Section 17.04 and will inure to the benefit of the Protected Person's executors, administrators, legatees, and distributees.

Section 17.07 Insurance

To the extent available on commercially reasonable terms, the Board may purchase, at the Company's expense, insurance to cover Indemnity Losses covered by these indemnification provisions and to cover Indemnity Losses for any Protected Person's breach or alleged breach of the Protected Person's duties. The Board will determine the coverage amounts and the deductibles. A decision not to purchase insurance will not affect a Protected Person's right to indemnification (including the right to be reimbursed, advanced expenses, or indemnified for Indemnity Losses

under any other provisions of this Agreement) under this Agreement. A Protected Person that recovers any amount for any Indemnity Losses from any insurance coverage shall reimburse the Company for any amount previously received from the Company for those Indemnity Losses.

Section 17.08 Indemnification Obligation Funding

Despite anything in this Agreement to the contrary, any indemnity by the Company relating to Section 17.04 will be provided out of and to the extent of the Company's assets. No Member will have any personal liability or will be required to make Capital Contributions to help satisfy the indemnity unless the Member otherwise agrees in writing.

Section 17.09 Securities Indemnity

Each Member agrees to hold the Company harmless from all expenses, liabilities, and damages (including reasonable attorneys' fees) arising from a disposition of Interest in any manner that violates the Securities Act, any applicable state securities law, or this Agreement. This indemnification includes the Company's Members, Directors, Member principals, organizers, and controlling persons (as defined in the Securities Act), and any persons affiliated with any of them or with the distribution of the Interest.

Section 17.10 Savings Clause

Article Seventeen survives the Company's dissolution, liquidation, winding up, and termination. If Article Seventeen or any portion of it is invalidated on any ground by any court of competent jurisdiction, the Company shall indemnify and hold harmless each Protected Person under any applicable portion of this Article that was not invalidated and to the full extent permitted by Applicable Law. To the extent possible, Article Seventeen supersedes any Tennessee law to the contrary.

Section 17.11 Amendment

Article Seventeen is a contract between the Company and, collectively, each Protected Person who serves in that capacity at any time while Article Seventeen is in effect. The Company and each Protected Person intend to be legally bound under this contract. No amendment, modification, or repeal of Article Seventeen that adversely affects a Protected Person's indemnification rights for Indemnity Losses incurred or relating to a state of facts existing before the amendment, modification, or repeal will apply without the Protected Person's prior written consent.

ARTICLE EIGHTEEN GENERAL MATTERS

Section 18.01 Expenses

Except as otherwise expressly provided in this Agreement, the Company must pay all expenses (including fees and disbursements of counsel, financial advisors, and accountants) incurred in preparing and executing this Agreement, making any amendment or waiver to it, and completing the transactions contemplated by it.

Section 18.02 Binding Effect

Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of the Members and to their respective successors, personal representatives, heirs, and assigns.

Section 18.03 Further Assurances

In connection with this Agreement and the transactions contemplated by it, the Company and each Member agree to provide further assurances if requested by the Company or any other Member. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

Section 18.04 No Waiver

Any Member's failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of that Member's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

Section 18.05 No Duty to Mail Articles of Organization

The Board does not have an obligation to deliver or mail copies of the Articles of Organization or any amendments to the Members unless required to do so by the Act.

Section 18.06 Governing Law

The affairs of the Company and the conduct of its business are governed by the provisions of this Agreement to the extent such provisions are not in conflict with nonwaivable provisions of Applicable Law or the Articles of Organization. This Agreement is governed, construed, and administered according to the laws of Tennessee, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Tennessee.

Section 18.07 Venue; Submission to Jurisdiction

A cause of action arising out of this Agreement includes any cause of action seeking to enforce any provision of or based on any matter arising out of or in connection with this Agreement or the transactions contemplated by it. The parties agree that any suit, action, or proceeding, whether in contract, tort, or otherwise, arising out of this Agreement must be brought in a state or federal court or courts located in State of Tennessee and in the county of or nearest to the Company's principal office if one of these courts has subject-matter jurisdiction over the suit, action, or proceeding. Any cause of action arising out of this Agreement is deemed to have arisen from a transaction of business in the State of Tennessee.

Each party irrevocably consents to the jurisdiction of these courts (and their respective appellate courts) in any cause of action arising out of this Agreement. To the fullest extent permitted by Applicable Law, each party irrevocably waives any objection that it may have now or later to the venue of any action arising out of this Agreement in any of these courts, including an inconvenient-forum petition.

Service of process, summons, notice, or other document by registered mail to the address set forth in Section 18.12 is effective service of process for any suit, action, or other proceeding brought in any court.

Section 18.08 Waiver of Jury Trial

Each party to this Agreement acknowledges and agrees that any controversy arising out of this Agreement is likely to involve complicated issues. Therefore, each party irrevocably and unconditionally waives any right it may have to a trial by jury for any cause of action arising out of this Agreement.

Section 18.09 Equitable Remedies

Each party to this Agreement acknowledges that its breach or threatened breach of any of its obligations under this Agreement would give rise to irreparable harm to the other parties and monetary damages would not be an adequate remedy. Therefore, each party to this Agreement agrees that if any party breaches or threatens to breach any of its obligations, each of the other parties to this Agreement will be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other equitable relief available from a court of competent jurisdiction (without any requirement to post bond). These equitable remedies are in addition to all other rights and remedies that may be available in respect of the breach.

Section 18.10 Attorneys' Fees

If any party to this Agreement institutes any legal cause of action—including arbitration—against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees and expenses and court costs.

Section 18.11 Remedies Cumulative

Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

Section 18.12 Notices

Unless otherwise stated, all notices, requests, consents, claims, demands, waivers, and other communications called for under this Agreement must be in writing and will be deemed to have been given:

- when delivered by hand (with written confirmation of receipt);
- when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);
- on the date sent by facsimile or email as a PDF document (with confirmation of transmission) if sent during recipient's normal business hours, and on the next business day if sent after normal business hours of the recipient; or
- on the fourteenth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

If notice is required to be given to a minor or incapacitated individual, notice must be given to the minor or incapacitated individual's parent or Legal Representative.

The written notice must be sent to the respective parties at the party's last known address (or at the address a party has specified in a notice given in accordance with this Section). Each Member shall notify the Company in writing within five days of any change to the Member's address.

Section 18.13 Severability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

Subject to Section 13.03, upon a determination that any provision is invalid, illegal, or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement to give effect to the original intent of the parties as closely as possible in a mutually acceptable manner so that the transactions contemplated by this Agreement can be consummated as originally contemplated to the greatest extent possible.

Section 18.14 Separate Counsel

By signing this Agreement, each party acknowledges that this Agreement is the product of arms-length negotiations between the parties and should be construed as such. Each party acknowledges that he or she has been advised to seek separate counsel and has had adequate opportunity to do so.

Section 18.15 Entire Agreement

This Agreement, together with the Articles of Organization, and all related Exhibits, Schedules, and other agreements specifically referred to in this Agreement, constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

Section 18.16 No Third Party Beneficiaries

Except as provided in Article Seventeen, which benefits and is enforceable by the Protected Persons it describes, this Agreement is for the sole benefit of its parties and their respective heirs, executors, administrators, successors, and assigns. Nothing in this Agreement, express or implied, confers any legal or equitable right, benefit, or remedy of any nature whatsoever upon any other person, including any creditor of the Company.

Section 18.17 Amendments

Except as provided in Section 8.13, no provision of this Agreement may be amended or modified except by a written instrument executed by the Manager and the Members. Despite the foregoing, amendments to the Schedule of Members after any new issuance, redemption, repurchase, or transfer of Interest in accordance with this Agreement may be made by the Board without the consent of or execution by the Members.

Section 18.18 Multiple Originals; Validity of Copies

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any person may rely on a copy of this Agreement that any officer certifies to be a true copy to the same effect as if it were an original.

Section 18.19 Determination of Fair Market Value

The *Fair Market Value* of any asset is the purchase price that a willing buyer having reasonable knowledge of relevant facts would pay a willing seller for that asset in an arm's length transaction on any date, without time constraints and without being under any compulsion to buy or sell. Fair Market Value is a good-faith determination made by the Board based on factors the Board, in its reasonable business judgment, considers relevant.

With respect to any other transfer of a Member's Interest to the Company under this Agreement, the Fair Market Value will be the amount agreed upon by the Company and the transferring Member. If the Company and the transferring Member are unable to agree about the Fair Market Value, they shall attempt to agree upon an appraiser and, if an appraiser is agreed upon in writing, the value as determined by that appraiser will be final and binding. If the Company and the transferring Member are unable to agree about the Fair Market Value or an appraiser within 30 days from the date of the notice or other triggering event for the sale, the Board shall choose a Qualified Appraiser and the value as determined by a Qualified Appraisal by that Qualified Appraiser will be final and binding, with the fees and costs of such Qualified Appraiser to be paid by or deducted from the amount payable to the transferring Member.

ARTICLE NINETEEN DEFINITIONS AND INTERPRETATION

Section 19.01 Definitions

For purposes of this Agreement, the following terms have the following meanings.

(a) Act

Act means the Tennessee Revised Limited Liability Company Act, as amended from time to time.

(b) Additional Member

Additional Member means any person not previously a Member who acquires an Interest and is admitted as a Member according to Section 14.06.

(c) Adjusted Capital Account Deficit

Adjusted Capital Account Deficit means the negative balance in a Member's Capital Account at the end of a Taxable Year after:

increasing the Capital Account by the amount, if any, of such negative balance the Member is obligated to restore under this Agreement and the amount of such negative balance the Member is deemed to be obligated to restore under Treasury Regulations sections 1.704-2(g)(1) and 1.704-2(i)(5); and

reducing the Capital Account with the items described in Treasury Regulations sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

(d) Affiliate

Affiliate means any of the following persons or any person who controls, is controlled by, or is under common control with any of the following persons:

- a Member;
- a Member's Immediate Family member; or
- a Legal Representative, successor, Assignee, or trust for the benefit of a Member or any Member's Immediate Family members.

For purposes of this definition, *control* means the direct or indirect power to direct or cause the direction of the person's management and policies, whether by owning voting securities, partnership, or other ownership interests; by contract; or otherwise.

(e) Agreement

Agreement means this Operating Agreement, as amended from time to time.

(f) Applicable Law

Applicable Law means the Act, the Code, the Securities Act, all pertinent provisions of any agreements with any Governmental Authority and all pertinent provisions of any Governmental Authority's:

- constitutions, treaties, statutes, laws, common law, rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders;
- consents or approvals; and
- orders, decisions, advisory opinions, interpretative opinions, injunctions, judgments, awards, and decrees.

(g) Articles of Organization

Articles of Organization means the Articles of Organization filed with the Tennessee Secretary of State as required by the Act, or any other similar instrument required to be filed by the laws of any other state in which the Company intends to conduct business.

(h) Assignee

Assignee means the recipient of an Interest by assignment.

(i) Board

Board means the Company's Board of Directors responsible for managing the Company under Section 8.01.

(j) Book Value

With respect to any Company property, *Book Value* means the Company's adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulation Section 1.704-1(b)(2)(iv)(d)-(g). The Book Value of each Company asset must be adjusted as of the date of this Agreement under Treasury Regulation Section 1.704-1(b)(2)(iv)(f) in a manner determined by the Board so that the aggregate Book Value of the Company's assets (net of the Company's liabilities) as of this date is equal to the aggregate Capital Account balances of the Members as of this date.

(k) Budget

Budget means the monthly and annual operating budgets for the Company and Company Subsidiaries for the upcoming Taxable Year. The submission must include capital and

operating expense budgets, cash-flow projections, covenant compliance calculations of all outstanding and projected indebtedness, and profit-and-loss projections, all itemized in reasonable detail.

(l) Capital Account

Capital Account means the account established and maintained for each Member under Section 5.01 and under Treasury Regulation Section 1.704-1(b)(2)(iv), as amended from time to time.

(m) Capital Contribution

Capital Contribution means the total cash and other consideration contributed and agreed to be contributed to the Company by each Member. Each initial *Capital Contribution* is shown in the Schedule A, attached and incorporated into this Agreement. *Additional Capital Contribution* means the total cash and other consideration contributed to the Company by each Member (including any Additional Member) other than the initial Capital Contribution. Any reference in this Agreement to the Capital Contribution of a current Member includes any Capital Contribution previously made by any prior Member regarding that Member's Interest. The value of a Member's Capital Contribution is the amount of cash plus the Fair Market Value of other property contributed to the Company.

(n) Cause

Cause, with respect to any particular Service Provider, has the meaning set forth in any effective employment agreement, or other written contract of engagement entered into between the Company and the Service Provider. If none, *Cause* means any of the following acts by a Service Provider:

repeatedly failing to substantially perform his or her duties as an employee or other associate of the Company or any of the Company Subsidiaries (unless resulting from his or her disability) that, whether committed willfully or negligently, continues unremedied for more than 30 days after the Company has provided written notice of the failure (failing to meet financial performance expectations is not, by itself, a failure by the Service Provider to substantially perform his or her duties);

committing fraud or embezzling;

being materially dishonest or breaching a fiduciary duty against the Company or any of the Company Subsidiaries;

committing willful misconduct or gross negligence that injures the Company or any of the Company Subsidiaries;

being convicted of, or pleading guilty or *nolo contendere* to, a felony (or any state-law equivalent) or willfully or materially violating any federal, state, or foreign securities laws; being convicted of any other criminal act or act of material dishonesty, disloyalty, or misconduct that has a material adverse effect on the property, operations, business, or reputation of the Company or any of the Company Subsidiaries;

using, being under the influence, or possessing illegal drugs on the premises of the Company or any of the Company Subsidiaries while performing any duties or responsibilities with the Company or any of the Company Subsidiaries;

materially violating any rule or policy of the Company or any of the Company Subsidiaries;

or

materially breaching any covenant undertaken in Article Thirteen or any employment agreement, or any written nondisclosure, noncompetition, or nonsolicitation agreement with the Company or any of the Company Subsidiaries.

If a court of competent jurisdiction (or an arbitrator in binding arbitration conducted by agreement of the Members) conclusively determines the issue of Cause against the Service Provider, any voting attributes of a Service Provider who is also a Member will be disregarded in the vote to remove the Service Provider.

(o) Code

References to the *Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and any corresponding Treasury Regulations. References to the *Treasury Regulations* are to the Treasury Regulations under the Code in effect. If a particular provision of the Code is renumbered or a subsequent federal tax law supersedes the Code, any reference is to the renumbered provision or to the corresponding provision of the subsequent law, unless the result would be clearly contrary to the Members' intent as expressed in this Agreement. The same rule applies to Treasury Regulations references.

(p) Company

Company means Robinson Construction Group, LLC, a Tennessee limited liability company.

(q) Company Minimum Gain

Company Minimum Gain means the minimum amount of gain that would be realized by the Company if the Company disposed of all Company property subject to the liabilities in full satisfaction of those liabilities, computed under Treasury Regulation Section 1.704-2(b) and (d).

(r) Company Representative

Company Representative is defined in Section 2.02.

(s) Director

Director means any individual or legal entity designated in this Agreement as a Director. A Director conducts the business of the Company and is authorized to exercise the powers and duties of Director detailed in this Agreement.

(t) Fair Market Value

Fair Market Value is defined in Section 18.19.

(u) Governmental Authority

Governmental Authority means any local, state, federal, or foreign government or its political subdivision; any agency or instrumentality of a government or its political subdivision; or any self-regulated organization or other nongovernmental regulatory authority or quasi-Governmental Authority whose rules, regulations, or orders have the force of law. Governmental Authority also means any arbitrator, court, or tribunal of competent jurisdiction.

(v) Immediate Family

Immediate Family means any Member's spouse (but not a spouse who is legally separated from the person under a decree of divorce or separate maintenance), parents, parents-in-law, descendants (including descendants by adoption), spouses of descendants (but not a spouse who is legally separated from the person under a decree of divorce or separate maintenance),

brothers, sisters, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and grandchildren-in-law.

(w) Indemnity Losses

Indemnity Losses is defined in Section 17.04.

(x) Interest

Interest means the ownership interest and rights of a Member in the Company, including the Member's right to a distributive share of the profits and losses, the distributions, and the property of the Company and the right to consent or approve Company actions. All Interests are subject to the restrictions on transfer imposed by this Agreement. Each Member's Interest is personal property and no Member will acquire any interest in any of the assets of the Company. Interests may be adjusted from time to time under Article Three.

(y) Legal Representative

With respect to any individual, *Legal Representative* means a person's guardian, conservator, executor, administrator, trustee, or any other person representing a person or the person's estate. With respect to any person, *Legal Representative* means all directors, officers, employees, consultants, financial advisors, counsel, accountants, and other agents of the person.

(z) Liquidator

Liquidator is defined in Section 16.04.

(aa) Majority Vote

Majority Vote means a ratio of more than 50 votes out of every 100 votes that may be cast will determine the matter subject to the vote.

(bb) Member

Member means any person designated in this Agreement as a Member or any person who becomes a Member under this Agreement.

(cc) Member Joinder

Member Joinder means the joinder agreement in form and substance attached to this Agreement.

(dd) Member Minimum Gain

Regarding a Member Non-Recourse Debt, *Member Minimum Gain* means the least amount of gain that the Company would realize if the Company disposed of the encumbered Company property in full satisfaction of the encumbrance.

(ee) Member Non-Recourse Debt and Member Non-Recourse Deductions

Member Non-Recourse Debt means nonrecourse Company debt for which one or more Members bear economic risk of loss as defined in Treasury Regulation Section 1.704-2(b)(4).

Member Non-Recourse Deductions means for each Taxable Year, the Company deductions that are attributable to Member Non-Recourse Debt and are characterized as Member Non-Recourse Deductions under Treasury Regulation Section 1.704-2(b).

(ff) Permitted Transfer; Permitted Transferee

A *Permitted Transfer* is an Interest transfer made under Article Fourteen. A *Permitted Transferee* is the recipient of a Permitted Transfer.

(gg) Protected Person

Protected Person means:

- each Member;
- each Member's officer, director, shareholder, partner, member, controlling Affiliate, employee, agent, or Legal Representative and each of their controlling Affiliates; and
- each of the Company's Directors, employees, and agents or Legal Representatives.

(hh) Qualified Appraiser and Qualified Appraisal

A *Qualified Appraiser* means an appraiser who is a member of the American Society of Appraisers, Business Valuations Division, and accredited to perform business appraisals or valuations by this organization; or, alternatively, a certified public accountant accredited in business valuation by the American Institute of Certified Public Accountants. A *Qualified Appraisal* means any appraisal performed by a Qualified Appraiser.

(ii) Securities Act

Securities Act refers to the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations under it that are in effect at the time.

(jj) Service Provider

Service Provider means any Director, employee, consultant, or other service provider of the Company or any Company Subsidiary.

(kk) Subsidiary

Subsidiary means, with respect to any given person, any corporation, partnership, limited liability company, trust, legal entity, or other person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are directly or indirectly owned by that given person.

(ll) Taxable Year

Taxable Year means the calendar year or any other accounting period selected by the Board. Taxable Year is synonymous with fiscal year for all purposes of this Agreement.

(mm) Third Party

Third Party means any person who:

- is not a Member of the Company;
- does not directly or indirectly own or have the right to acquire any outstanding Interests;
- and
- is not an Affiliate.

With respect to any controversy concerning the Company, *Third Party* means an individual who is not related to or subordinate to a claimant or respondent and has no personal or financial stake in the resolution of the controversy other than fair and reasonable compensation for services provided to resolve the controversy.

(nn) Unprotected Act

Unprotected Act means any act, omission, or forbearance by a Protected Person that:

- with respect to any criminal proceeding, the Protected Person would have reasonable cause to believe was unlawful or
- constitutes fraud or willful misconduct.

Section 19.02 Interpretation

The following general provisions and rules of construction apply to this Agreement.

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires or permits.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader's convenience and reference. They have no significance in the interpretation or construction of this Agreement.

(c) Days and Business Days

In this Agreement, *days*, without further qualification, means calendar days and *business days* means any day other than a Saturday, Sunday or a day on which national banks are allowed by the Federal Reserve to be closed.

(d) Delivery

Delivery is taken in its ordinary sense and includes:

personal delivery to a party;

mailing by certified United States mail to the last known address of the party to whom delivery is made, with return receipt requested to the party making delivery;

facsimile transmission to a party when receipt is confirmed in writing or by electronic transmission back to the sending party; or

electronic mail transmission to a party when receipt is confirmed in writing or by electronic mail transmission back to the sending party.

The effective date of delivery is the date of personal delivery or the date of the return receipt, if received by the sending party. If no return receipt is provided, the effective date is the date the transmission would have normally been received by certified mail if there is evidence of mailing.

(e) Include, Includes, and Including

In this Agreement, the words *include*, *includes*, and *including* mean include without limitation, includes without limitation, and including without limitation, respectively. *Include*, *includes*, and *including* are words of illustration and enlargement, not words of limitation or exclusivity.

(f) Words of Obligation and Discretion

Unless otherwise specifically provided in this Agreement or by the context in which used, the word *shall* is used to impose a duty, to command, to direct, or to require. Terms such as *may*, *is authorized to*, *is permitted to*, *is allowed to*, *has the right to*, or any variation or other words of discretion are used to allow, to permit, or to provide the discretion to choose what should be done in a particular situation, without any other requirement. Unless the decision of another party is expressly required by this Agreement, words of permission give the decision-maker the sole and absolute discretion to make the decision required in the context.

(g) Assignment

In this Agreement, *assignment* includes any method—direct or indirect, voluntary or involuntary—by which the legal or beneficial ownership of any interest in the Company is transferred or changed, including:

- any sale, exchange, gift, or any other form of conveyance, assignment, or transfer;
- a change in the beneficial interests of any trust or estate that holds any interest in the Company and a distribution from any trust or estate;
- a change in the ownership of any Member that is a corporation, partnership, limited liability Company, or other legal entity, including the dissolution of the entity;
- a change in legal or beneficial ownership or other form of transfer resulting from the death or divorce of any Member or the death of the spouse of any Member;
- any transfer or charge under a charging order issued by any court; and
- any levy, foreclosure, or similar seizure associated with the exercise of a creditor's rights in connection with a mortgage, pledge, encumbrance, or security interest.

Assignment does not include any mortgage, pledge, or similar voluntary encumbrance or grant of a security interest in any Interests in the Company.

(h) References to Transfer, Transferor, and Transferee

In this Agreement, *transfer* includes any direct or indirect sale, transfer, assignment, pledge, encumbrance, hypothecation, or other disposition or attempted disposition. The term includes any involuntary transfer, such as a transfer that occurs by operation of law. If a person enters into a contract, option, or other arrangement or understanding to make a transfer, that contract, option, or other arrangement or understanding will itself be considered a *transfer*. When used as a verb, *transfer* has a correlative meaning. A person who makes a transfer may be referred to as a *transferor*, and a person who receives a transfer may be referred to as a *transferee*.

(i) References to Property or Assets

Any reference in this Agreement to *property* or *assets*, without further qualification, must be construed broadly to include, as to any person, all property of any kind—real or personal, tangible or intangible, legal or equitable—whether now owned or subsequently acquired. The following items are each considered *assets* or *property* of a person: money, stock, accounts receivable, contract rights, franchises, value as a going concern, causes of action, undivided fractional ownership interests, intellectual property rights, and anything of any value that can be made available for or appropriated to the payment of debts.

(j) References to Individuals and Entities

Unless further qualified in the context, any reference in this Agreement to a *person*, *party*, or *individual*, or the use of indefinite pronouns like *anyone*, *everyone*, *someone*, or *no one* must be construed broadly to include any individual, trust, estate, partnership, association, company, corporation, or other entity or non-entity capable of having legal rights and duties. *Person*, without further qualification, has the same broad meaning as defined in Code Section 7701(a)(1) and includes any individual, trust, estate, partnership, association, company, or corporation. The Company and its successors and assigns and each Member or Assignee and their successors, assigns, heirs, and personal representatives are all considered *persons* for purposes of this Agreement. *Natural person* is used to distinguish a human being from a *juridical person*, such as a trust, estate, partnership, association, company, or corporation.

(k) Internal References

Unless the context otherwise requires:

reference to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement;

reference to an agreement, instrument or other document means the agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by its provisions; and

reference to a statute means the statute as amended from time to time and includes any successor legislation to it and any regulations promulgated under it.

The Exhibits referred to in this Agreement must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in this Agreement.

(l) No Presumption against Drafting Party

This Agreement is to be construed without giving force to any presumption or rule requiring construction or interpretation against the drafting party. No party may claim that an ambiguity in this Agreement should be construed against any other party or that there was any coercion, duress (economic or otherwise), negligent misrepresentation, or fraud (including fraud in the inducement) affecting the validity or enforcement of this Agreement.

Signed:

DIRECTORS:

Authenti
Billy C. Robinson 01/26/23
Billy C. Robinson

Authenti
David Mark Lineberry 01/26/23
David M. Lineberry

Authenti
Michael W. Robinson 01/26/23
Michael W. Robinson

Authenti
Christopher B. Robinson 01/26/23
Christopher B. Robinson

MEMBERS:

Authentisign
Billy C Robinson

Robinson Developments, L.P.

Billy C Robinson, G. P.
By:

Date: 01/26/23

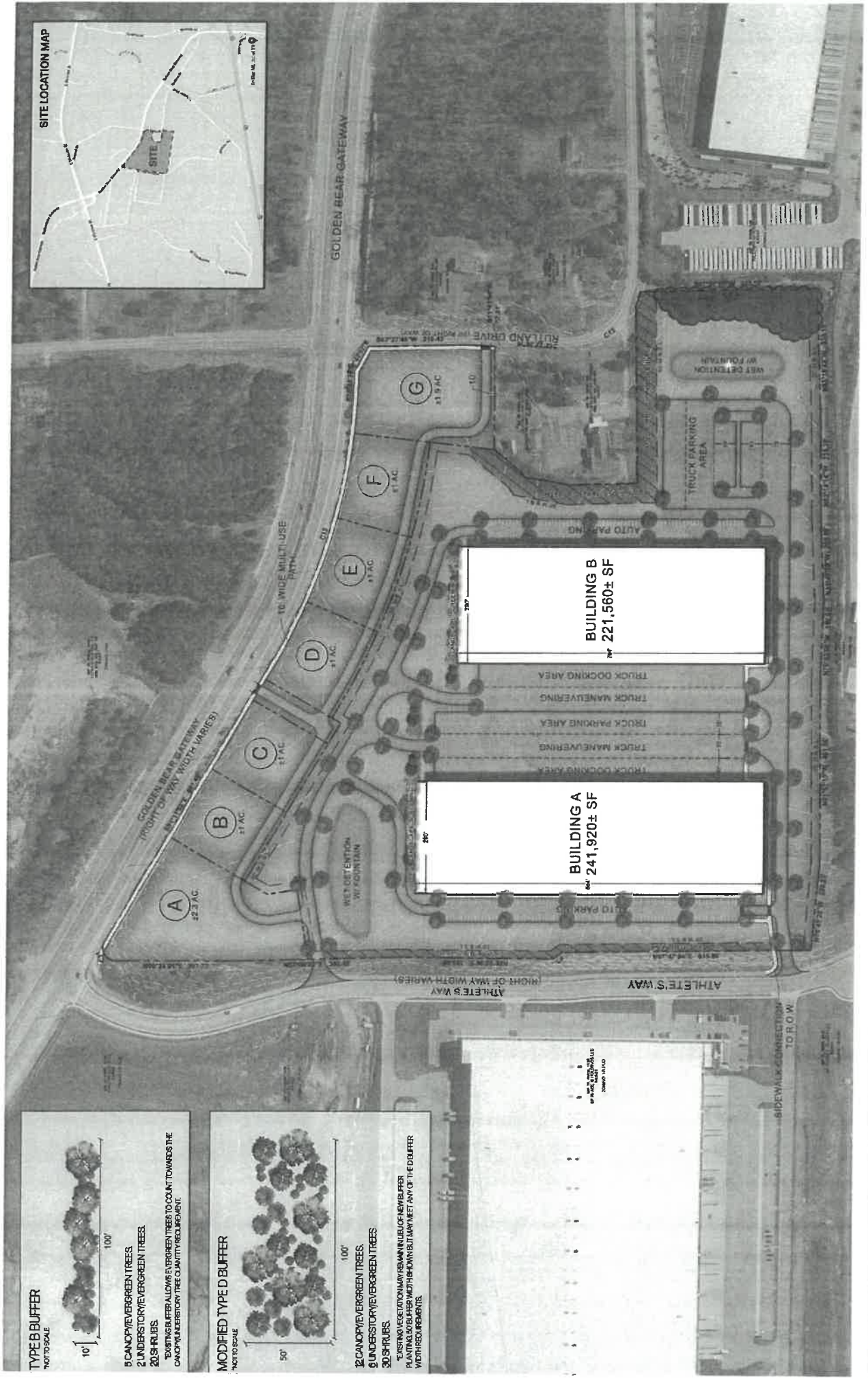
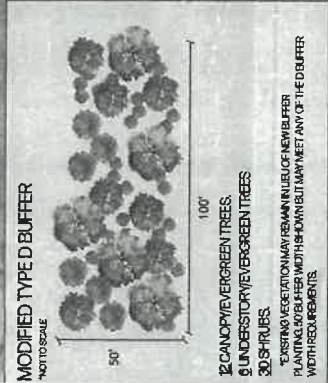
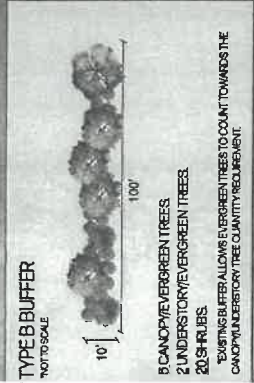
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David Mark Lineberry

David Mark Lineberry

Date: 01/26/23

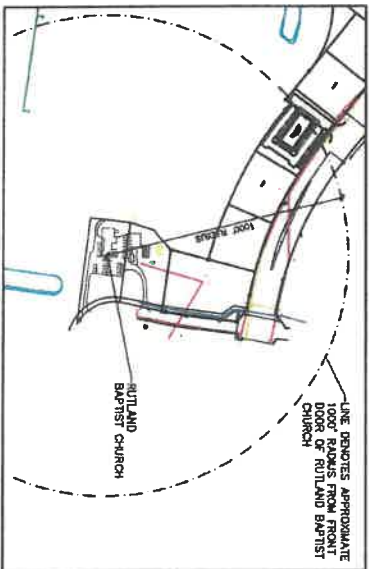
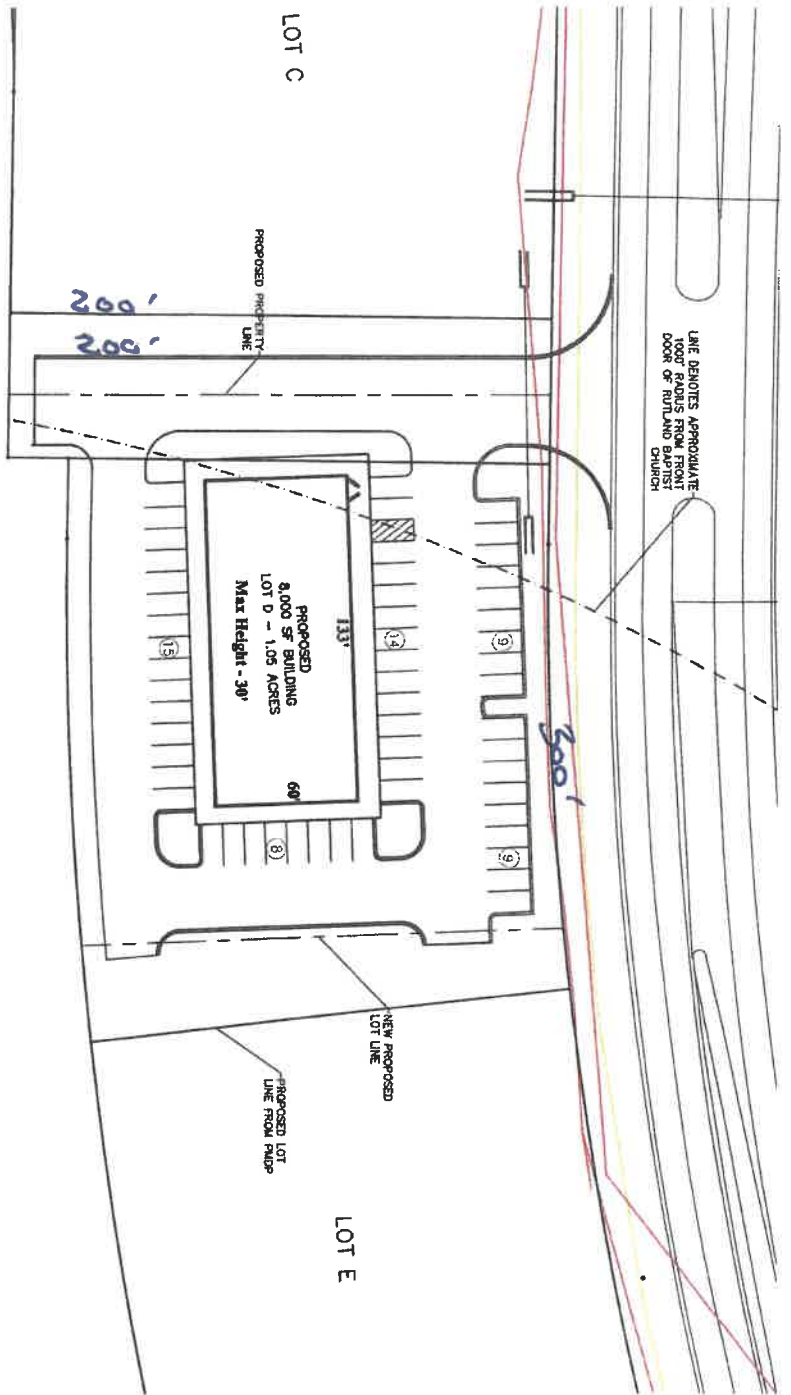
**SCHEDULE A
SCHEDULE OF MEMBERS**

Member	Initial Capital Contribution	Ownership
Robinson Developments, L.P.	\$3,000	50% Interest
David Mark Lineberry	\$3,000	50% Interest



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Golden Bear Wine & Spirits
 6330 Golden Bear Parkway
 Mt. Juliet, TN 37122
 Map 78 Parcel 10.18



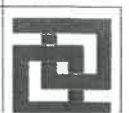
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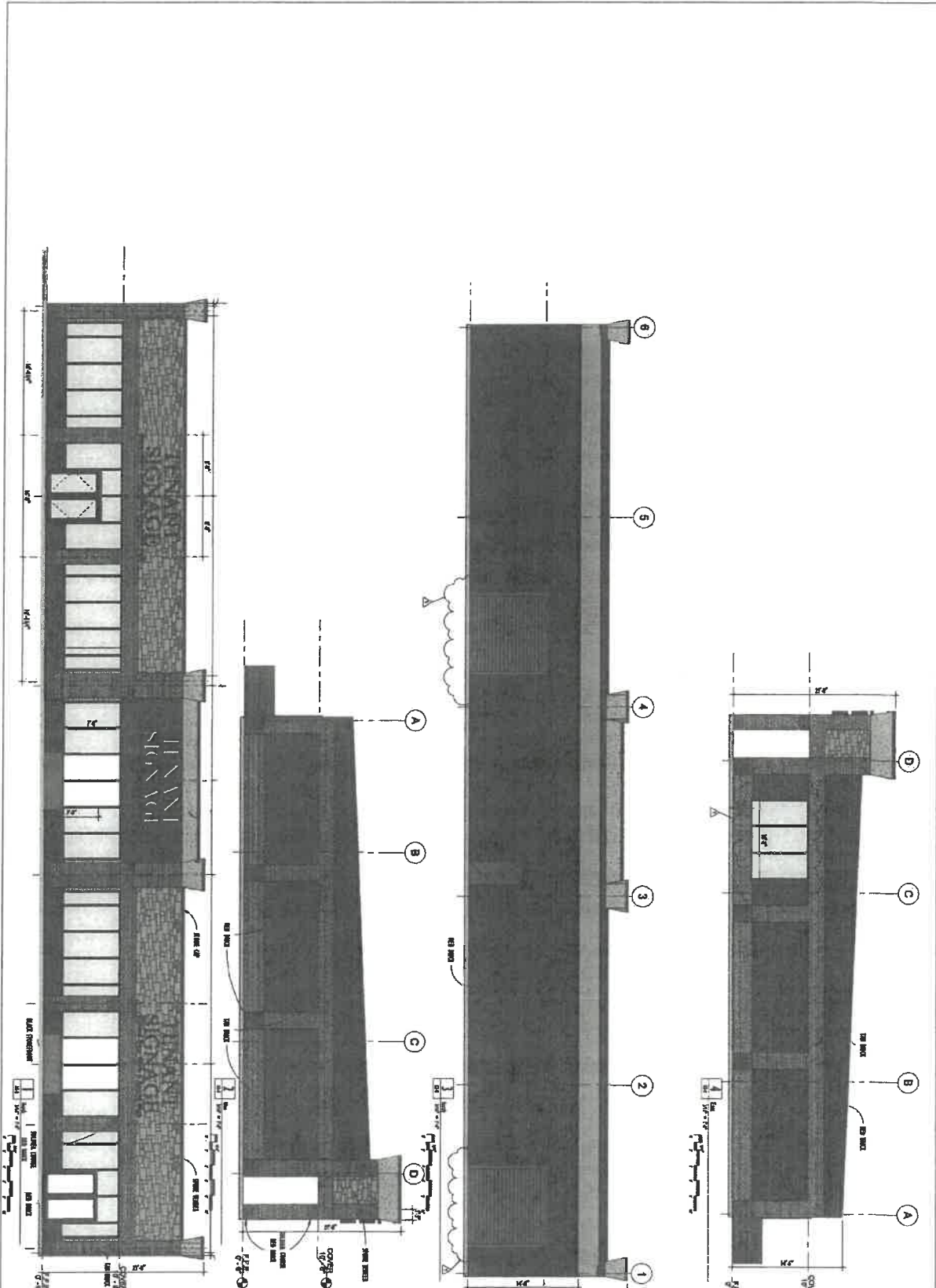
PRELIMINARY SITE PLAN
 GOLDEN BEAR GATEWAY
 & ATHELETES WAY
 MT JULIET, TN

Map 78
 Parcel 10.18

53 REQUIRED PARKING SPACES
 54 PROVIDED PARKING SPACES
 LOT AREA 45,725 SF (1.05 AC)

PADA DESIGN, LLC
 2033 N. Mt. Juliet
 Mt. Juliet, TN 37121





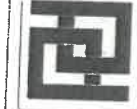
AMERSON
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MOBILE: 601-214-1790
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LIBERTY
PROPERTIES

REVISIONS

NO.	REVISION	DATE

ELEVATIONS



PARA DESIGN, LLC
2033 N. W. JULIET
MT. JULIET, TN 371

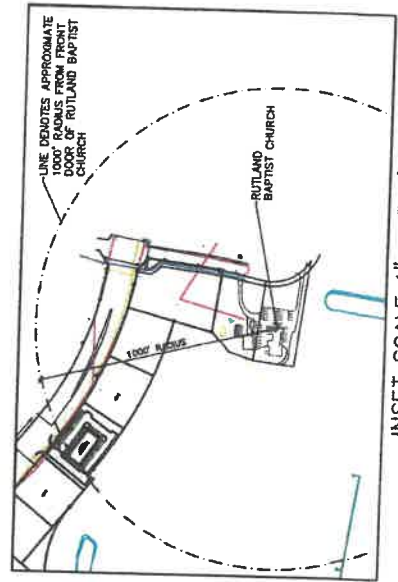
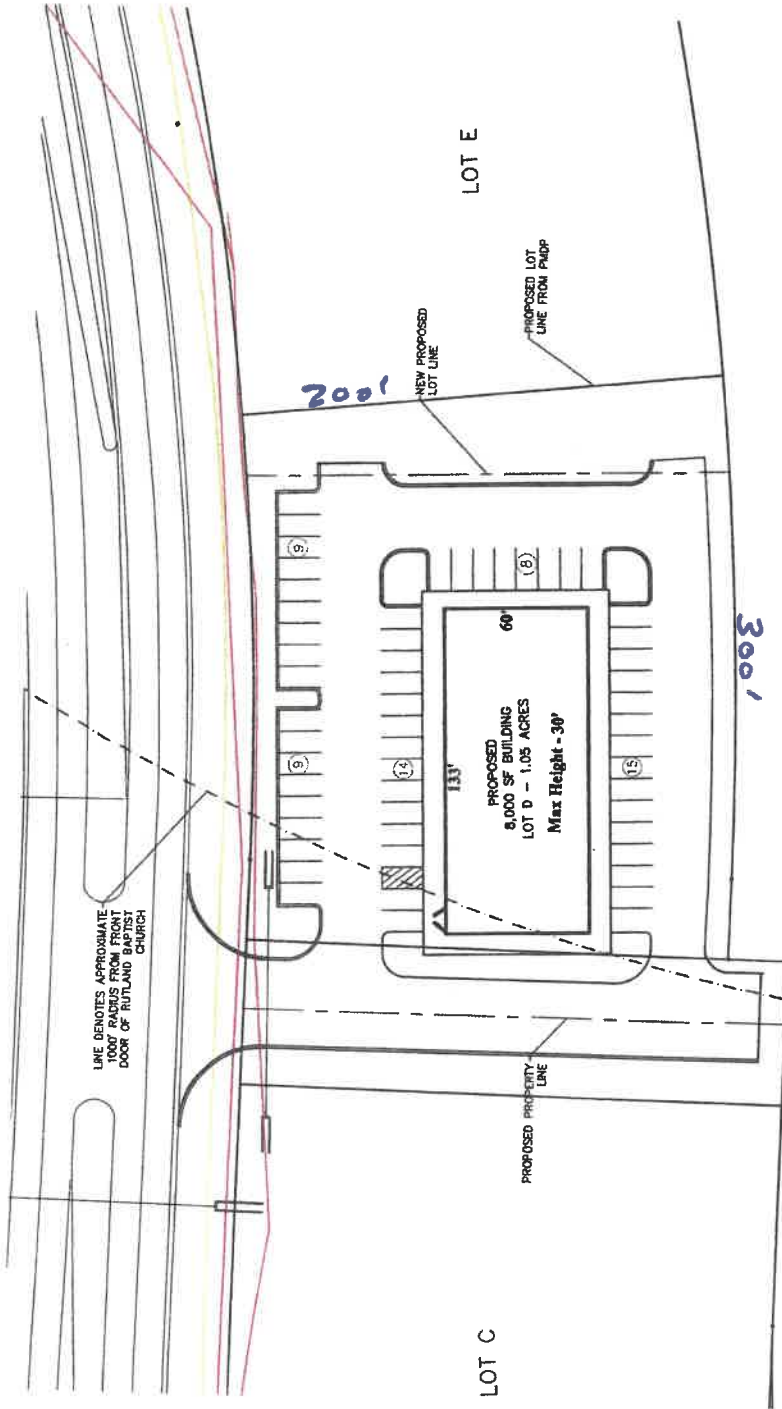
53 REQUIRED PARKING SPACES
54 PROVIDED PARKING SPACES
LOT AREA 45,725 SF (1.05 AC)

Map 78
Parcel 10.18

PRELIMINARY SITE PLAN
GOLDEN BEAR GATEWAY
& ATHELETES WAY
MT JULIET, TN

PLAN: D

Date: 02/09/2



Golden Bear Wine & Spirits
6330 Golden Bear Parkway
Mt. Juliet, TN 37122
Map 78 Parcel 10.18



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WWW.ADDESON.COM

PROJECT NO. 10-0000

LINDBERY
PROPERTIES

REVISIONS

NO. 1

DATE

BY

CHKD

SHEET TITLE AND NO.

ELEVATIONS

