

IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE  
 TWENTIETH JUDICIAL DISTRICT, DAVIDSON COUNTY PART III  
 AT NASHVILLE

RECEIVED

JUL - 7 2017

Davidson County Chancery Court


STATE OF TENNESSEE, *ex rel.*, )  
 JULIE MIX MCPEAK, Solely in her )  
 official capacity as Commissioner of )  
 Commerce and Insurance, )  
 )  
 Petitioner, )  
 )  
 VS. )  
 )  
 VICKIE L. RINGLEY, individually )  
 and d/b/a/ Hawkins County Memorial Gardens, )  
 )  
 Defendant. )

AF Case No. 14-1642-III

CLERK & MASTER  
 DAVIDSON CO. CHANCERY CT.  
 D.C.&H.

2017 JUL 12 PM 1:42

FILED

  
 PROPOSED ORDER

Before the Court are the Recommendations of the Special Deputy Receiver regarding recovery of funds for pre-need merchandise and services trusts. Pursuant to Order of this Court dated June 20, 2017, the Special Deputy Receiver has submitted documents of the proposed bid package.

NOW THEREFORE, after consideration of the Receiver's recommendations, the conditions present in the receivership estate, no objections having been received to the Receiver's recommendations, and the record taken as a whole, the Court DIRECTS:

1. That the Receiver shall immediately advertise for a period of not less than fifteen (15) days in The Rogersville Review, The Nashville Tennessean, and The Kingsport Times News for bids to purchase of Hawkins County Memorial Gardens in the form and content as contained in Exhibit A to the Receiver's recommendation.

2. That all bidders shall execute the confidentiality agreement in the form as attached to this Order.

3. That the Receiver and her Special Deputy Receiver are hereby GRANTED discretionary authority to provide interested bidders with information regarding the cemetery's operations and finances, subject to the restrictions imposed by the executed confidentiality agreement, which may include information regarding the unfunded pre-need services contracts, but shall exclude the recent value appraisal of the cemetery obtained by the Special Deputy Receiver.


4. That all bidders shall disclose in their respective bids whether, and to what extent per pre-need services and merchandise contract, they are willing to assume the liabilities for the unfunded pre-need services and merchandise contracts; and

5. That all bidders shall include with their respective bids such financial information so as to allow the Receiver and the Court to properly evaluate the bidder's respective abilities to meet the continuing financial and statutory obligations required of cemetery operators.

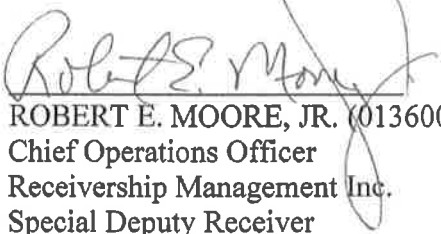
8. That the Receiver issue bid packages to not only those responding to the advertisement, but also to those who have expressed an interest in the cemetery. Said bid packages shall include a disclaimer stating that: (a) the Receiver reserves the right to reject any and all bids, (b) each bidder, as a prospective registered operator of the cemetery, would have to be approved in advance by the Tennessee Department of Commerce and Insurance, Burial Services Division, and (c) any bid's acceptance is subject to the approval of this Court.

9. That all bids must be submitted to the Special Deputy Receiver at its address 1101 Kermit Drive, Suite 735, Nashville, Tennessee 37217 no later than the close of business on September 29, 2017.

SO ORDERED.

  
\_\_\_\_\_  
ELLEN HOBBS LYFE  
CHANCELLOR

APPROVED FOR ENTRY:

  
ROBERT E. MOORE, JR. (013600)  
Chief Operations Officer  
Receivership Management Inc.  
Special Deputy Receiver  
Hawkins County Memorial Gardens  
1101 Kermit Drive, Suite 735  
Nashville, TN 37217  
615-370-0051 Phone  
615-373-4336 Fax

Certificate of Service

I certify that a true and correct copy of the foregoing report was served by first-class U.S.

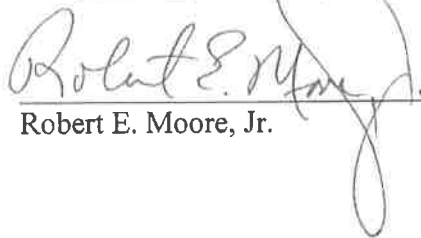
Mail, postage prepaid, upon:

Vickie Ringley  
1321 West Main Street #15  
Rogersville, TN 37857

Herbert H. Slatery III  
Attorney General and Reporter  
Timothy Simonds  
Assistant Attorney General  
Office of the Tennessee Attorney General  
Financial Division  
P.O. Box 20207  
Nashville, TN 37202-0207

Michael D. Driver  
Deputy General Counsel, Regulatory Boards Division  
Tennessee Department of Commerce & Insurance  
500 James Robertson Parkway  
Nashville, Tennessee 37243

This 7<sup>th</sup> day of July, 2017.

  
Robert E. Moore, Jr.



CONFIDENTIALITY AGREEMENT

FILED  
2017 JUL 12 PM 1:42  
CLERK  
DAVIDSON

The Special Deputy Receiver of Hawkins County Memorial Gardens (respectively, the "Receiver" and "HCMG") has furnished the undersigned (we or "us") with certain information in connection with the proposed sale of HCMG and the assets related thereto. This information concerning HCMG (referred to herein as the "Evaluation Material") is being provided exclusively in connection with our investigation thereof, and the Receiver may furnish additional Evaluation Material in the future, all of which is strictly confidential.

This is to further confirm our interest in receiving additional Evaluation Material and our continued interest in evaluating the business of HCMG with a view towards making a written proposal or bid to purchase HCMG or its assets. This is not a commitment by the undersigned to make such a written proposal or bid, but only to be bound by the confidentiality obligations set forth herein.

The undersigned agrees that any Evaluation Material (whether documentary or oral) furnished by agents or representatives of the Receiver or HCMG will be kept strictly confidential. In no event shall we use such Evaluation Material for any purpose except in connection with our investigation of HCMG; provided, however, that the Evaluation Material may be disclosed to the officers, directors, employees, legal counsel, accountants or financial advisors (collectively the "Representatives") who need to know such information for the purpose of assisting the undersigned in reviewing the business of HCMG, all of whom shall be informed of the terms and conditions of this Confidentiality Agreement and shall agree to be bound by the terms hereof.

The undersigned agrees not to make such Evaluation Material available to any other person or group for any other purpose whatsoever. The undersigned further agrees that without the prior written consent of the Receiver, we will not disclose to any third party the fact that we have received confidential Evaluation Material on the business of HCMG, or that discussions or negotiations are taking place or have taken place, or the status thereof and that the Evaluation Material will not be used in any way detrimental to the Receiver or HCMG.

The foregoing restrictions with respect to Evaluation Material furnished shall not apply to any Evaluation Material which the undersigned can demonstrate (i) is or becomes generally available to the public other than as a result of disclosure by us or our Representatives, (ii) is or becomes available to us on a non-confidential basis prior to disclosure to us by the Receiver or its representatives, (iii) is or becomes available to us on a non-confidential basis from a source other than the Receiver or HCMG or their representatives, which source was itself not prohibited from disclosing such information by a contractual or other obligation or (iv) is required to be disclosed by law or by subpoena issued by any court (in which case we shall advise and consult with the Receiver and its counsel prior to any proposed disclosure).

The undersigned acknowledges that neither the Receiver, HCMG nor any of their representatives makes any express or implied representation or warranty as to the accuracy or completeness of any Evaluation Material, and the undersigned agrees that no such person will have any liability to you on any basis resulting from our use of the Evaluation Material.

The undersigned agrees not to initiate or maintain contact with any agent or representative of the Receiver or HCMG with respect to the business of HCMG, except with the express permission of the Receiver.

This agreement will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to the principles of conflict of laws thereof. Jurisdiction of this agreement is only in the State of Tennessee and venue is only proper in the Davidson County, Tennessee Chancery Court.

The undersigned agrees upon the request of the Receiver to return to the Receiver or destroy all Evaluation Material furnished without retaining any copies thereof or extracts, and, if destroyed, to provide a written certification of such destruction. The terms of Confidentiality Agreement will survive the return of such Evaluation Material.

The undersigned acknowledges that a breach of any of the provisions of this agreement would cause irreparable harm to the Receiver or HCMG for which it could not be adequately compensated with money damages. Accordingly, in the event of any such breach, the undersigned agrees that the Receiver shall be entitled to temporary and permanent injunctive relief and specific performance of the provisions hereof without the necessity of proving actual damage or posting a bond or other security, which shall be in addition to any and all other legal and equitable remedies available.

The undersigned and the Receiver acknowledge and agree that unless and until a written definitive agreement concerning a transaction relating to HCMG has been executed, neither the Receiver nor the undersigned will have any liability to the other with respect to the transaction, whether by virtue of this agreement, any other written or oral expression with respect to a transaction or otherwise, and each of the Receiver and the undersigned will have the right at any time to discontinue the undersigned's evaluation of HCMG.

Accepted and agreed to as of the date written below:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_