

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

FILED

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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. )

Case No. 14-1642-III

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NOTICE OF FILING BID PACKAGE DOCUMENTS

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Pursuant to the Order entered June 20, 2017, Julie Mix McPeak, Commissioner of the Department of Commerce & Insurance, Receiver for Hawkins County Memorial Gardens (hereafter referred to as "HCMG" or the "cemetery"), through her appointed Special Deputy Receiver, Receivership Management Inc., hereby gives notice of filing bid package documents and a proposed order.

Respectfully submitted,

  
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.

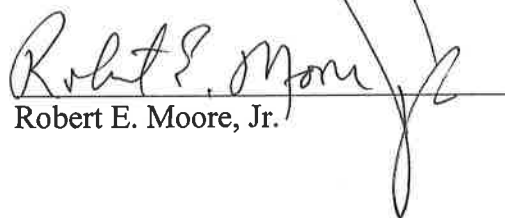
Mail, postage prepaid, upon:

Vickie Ringley  
1321 W. Main Street  
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.

# Receivership Management, Inc.

1101 Kermit Drive, Suite 735 Nashville, TN 37217 (615) 370-0051 Fax (615) 373-4336

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DATE

NAME

ADDRESS

CITY, STATE ZIP

RE: Hawkins County Memorial Gardens  
Rogersville, Tennessee

Dear NAME:

Julie Mix McPeak is the court-appointed receiver of Hawkins County Memorial Gardens, a cemetery located on Carters Valley Loop Road near Rogersville, Tennessee (HCMG). Receivership Management Inc. (RMI) is the duly appointed Special Deputy Receiver. As approved by the Chancery Court of Davidson County Tennessee, RMI is seeking bid proposals for the purchase of HCMG through an asset purchase in order to evaluate the market for this cemetery.

You have indicated to RMI an interest in acquiring HCMG. You are invited to review the enclosed information and determine whether you have an interest in obtaining additional information concerning these assets, conducting further due diligence/investigation, and ultimately bidding to acquire its assets.

Time is of the essence in this matter. In order for you to be considered as a potential buyer of HCMG assets, and in order for you to be provided and have access to further information regarding HCMG, you must provide written notification and return the enclosed signed Confidentiality Agreement to this office no later than September 20, 2017. Also, in your notification, you should describe what further information you want to review and when you can schedule your due diligence visit and efforts. All information reasonably available to the Receiver regarding HCMG operations and accounts will be made available for review at 1101 Kermit Drive, Suite 735, Nashville, Tennessee 37217 commencing July 24, 2017 during normal business hours of 8 A.M. to 4:30 P.M., central time.

**All due diligence must be completed by September 28, 2017. A bid or written proposal to purchase HCMG assets must be received in this office at the above address no later than 4:00 p.m. central time on September 29, 2017.** The bid or written proposal to purchase HCMG assets should be accompanied by the following information:

- Background information on the bidder/proposer
- Background and biographical information on the officers/directors/members of the bidder/proposer
- Financial Information concerning the bidder/proposer to include a financial statement, balance sheet, cash flow/profit loss statement

Enclosed with this letter is a Confidentiality Agreement. After receipt of an executed Confidentiality Agreement, the following information will be provided to each interested person/entity free of charge:

1. Copy of the most recent Improvement Care Trust Report
2. Copy of any outstanding property tax due to the Hawkins County Tax Assessor's Office
3. Copies of Maps of the Cemetery
4. Copies of relevant pleadings and Orders from the HCMG receivership proceeding in Davidson County Chancery Court
5. Basic financial information regarding the current operations of HCMG.

Requests for additional information pertaining to HCMG will be considered by the Receiver and RMI on a case by case basis, but the Receiver reserves the right to deny any such requests for additional information. To the extent the Receiver approves any request for additional information, RMI will provide the requested information at a charge of \$.10 per page, plus a labor charge for copying at the rate of \$35.00 per hour.

#### **Brief Discussion and Background of Hawkins County Memorial Gardens**

HCMG is a perpetual care cemetery located in rural Hawkins County, Tennessee located between Rogersville, Tennessee and the community of Surgoinsville, Tennessee. HCMG was designed with five gardens and a substantially completed companion style mausoleum. Operation of HCMG began in the mid to late 1960s. It contains a graded road and several landscaped areas accentuated with statuary. Included in the plans were flagstone walkways, some of which were installed. A small combination office and equipment shed are located on the property. The property has city water service and electricity.

HCMG is approximately 9 acres and of its total inventory of lots, approximately 50% remain unsold. The area where HCMG is located is very pastoral, with a very high hill providing a beautiful view of the surrounding area. There are 3,806 vacant unsold grave spaces in the cemetery. In addition, 368 spaces exist in an area that was originally platted for grave spaces where a mobile home sat and a portable outbuilding currently sits. Also an additional 36 companion crypts are located in an unfinished mausoleum. There are 3,716 owned grave spaces, 47 of which are reserved by a child protection option. Of the 3,716 owned grave spaces, approximately 2,262 remain unoccupied as of July 1, 2017.

The Receiver reserves the right to accept or reject any and all bids or proposals. All bids/proposals will be reviewed by the Receiver, and the Receiver has exclusive discretion to review and recommend to the Court a particular proposal as the Receiver deems in the interests of the estate. Any recommended bid/proposal is subject to court approval, and any purchase agreement executed by the parties is subject to court approval. All applicable statutes and rules of the Tennessee Department of Commerce and Insurance must be complied with in connection with any purchase agreement, including if applicable, the procurement of a license and registration to operate a cemetery.

The pre-need trust fund deficiency is \$641,194.30 as of July 1, 2017

Because of HCMG's pre-need trust fund deficiencies, those interested in submitting a bid are encouraged, but are not required, to include a proposal in their bid for the assumption of some or all of the cemetery's trust fund deficiencies.

If you have questions, please direct those to Jeanne Bryant or Rob Moore at 615-370-0051. The address/fax number to send your Confidentiality Agreement (to be received by 4 p.m. central time deadline on September 20, 2017 is:

Hawkins County Memorial Gardens in Receivership  
1101 Kermit Drive, Suite 735  
Nashville, TN 37217  
FAX 615-373-4336

Truly yours,

Robert E. Moore, Jr.  
Chief Operations Officer  
Receivership Management, Inc.

## CONFIDENTIALITY AGREEMENT

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: \_\_\_\_\_