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July 11, 2023

**Via Electronic Filing and U.S. Mail**

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Room on July 11, 2023 at 10:40 a.m.

Hon. Herbert H. Hilliard, Chairman  
c/o Ectory Lawless, Docket Manager  
Tennessee Public Utility Commission  
502 Deaderick Street, 4th Floor  
Nashville, TN 37243  
[tpuc.docketroom@tn.gov](mailto:tpuc.docketroom@tn.gov)

***Re: Petition of Jackson Sustainability Cooperative to Determine if a Certificate of  
Convenience and Necessity Is Needed  
Docket No. 21-00061***

Dear Chairman Hilliard:

Enclosed please find an original and four copies copy of the following, which was filed electronically on July 11, 2023: Tennessee Electric Cooperative Association's Notice of Filing Transcript of Creditors' Meeting in Jackson Sustainability Cooperative's Bankruptcy Proceeding and Request for Status Conference.

Should you have any questions concerning the enclosed, please do not hesitate to contact me.

Sincerely,



Matthew J. Sinback

Enclosure

cc: All Counsel of Record (via email)

**BEFORE THE  
TENNESSEE PUBLIC UTILITY COMMISSION  
NASHVILLE, TENNESSEE**

<b>IN RE:</b>	)	
	)	
<b>PETITION OF JACKSON</b>	)	<b>DOCKET NO. 21-00061</b>
<b>SUSTAINABILITY COOPERATIVE</b>	)	
<b>FOR DETERMINATION OF</b>	)	
<b>EXEMPTION OR, ALTERNATIVELY,</b>	)	
<b>CERTIFICATE OF PUBLIC</b>	)	
<b>CONVENIENCE AND NECESSITY</b>	)	

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**NOTICE OF FILING TRANSCRIPT OF CREDITORS' MEETING IN JACKSON  
SUSTAINABILITY COOPERATIVE'S BANKRUPTCY PROCEEDING AND  
REQUEST FOR STATUS CONFERENCE**

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Tennessee Electric Cooperative Association ("TECA") hereby gives notice of filing the transcript of the June 21, 2023 meeting of creditors in the bankruptcy proceeding initiated by Jackson Sustainability Cooperative ("JSC" or "Petitioner") in the U.S. Bankruptcy Court for the Western District of Tennessee ("Bankruptcy Court"), Case No. 23-10645. The transcript is attached as **Exhibit A**.

During the creditors' meeting, Dennis Emberling—the president of JSC, the CEO of Community Development Enterprises – Jackson I ("CDE"), and the CEO of CDE's managing partner, E A Solar, LLC—provided sworn testimony on behalf of JSC. Mr. Emberling testified that he read and signed JSC's bankruptcy petition, and that the petition accurately lists all of JSC's assets and liabilities. (Ex. A at 5:19-6:17.) A copy of the petition is attached as **Exhibit B**.

During the creditors' meeting, Mr. Emberling admitted that JSC does not have—and never has had—a bank account or any assets whatsoever.<sup>1</sup> (Ex. A at 7:24-8:5.) He admitted that JSC

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<sup>1</sup> This testimony directly contradicts one of JSC's verified interrogatory responses to TECA. In its supplemental response to TECA's Interrogatory 14, JSC said "The Petitioner has a bank

has never bought or sold anything and has never paid any money to any person or entity. (*Id.* at 7:22-8:5, 11:4-17, 12:12-17.) And, despite telling this Commission that “JSC will ... obtain start up capital from CDE,” (Emberling Direct Test., May 24, 2021, at p. 7), Mr. Emberling testified that JSC has not requested any funding from CDE to satisfy the discovery sanction levied by the Commission (whenever that sanction becomes final). (*See id.* at 14:10-15:7.)

TECA also requests a status conference in this matter at the Hearing Officer’s first convenience. At the June 1, 2023 status conference, JSC’s bankruptcy counsel promised that JSC would be circulating a draft motion to dismiss its petition in this docket. (Tr. of June 1, 2023 Status Conference at 15:18-22.) No such document was received by TECA or filed with the Commission. On July 5, 2023, the Bankruptcy Court entered a Final Decree closing JSC’s bankruptcy case, thereby terminating the automatic stay that may have applied to Commission proceedings on the discovery sanction. A copy of the Final Decree is attached as **Exhibit C**.

Based on these circumstances, a status conference is necessary to (i) obtain information from JSC on the status of its plan to dismiss the petition in this docket; and (ii) discuss the next steps in finalizing the award of attorneys’ fees and expenses, including discussion of the persons who should be liable for that award.<sup>2</sup>

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account. The Petitioner has transacted business.” (Petitioner’s Supplemental Responses to TECA’s Discovery Requests, dated October 26, 2021, at p. 13.) Mr. Emberling swore and/or affirmed that the response was true and accurate to the best of his knowledge, information, or belief. (*Id.* at p. 32.)

<sup>2</sup> As noted in TECA’s Memorandum of Law in Support of its Motion to Compel, Rule 37.01 mandates that, if a motion to compel is granted, “the court shall, after opportunity for hearing, require the party ... whose conduct necessitated the motion **or the party or attorney advising such conduct or both of them to pay** to the moving party the reasonable expenses incurred in obtaining the order, including attorney’s fees.” (TECA Compel Mem., May 20, 2022, at p. 24 (quoting Tenn. R. Civ. P. 37.01) (emphasis added); *see also* TECA’s Memorandum Supporting Award of Reasonable Attorneys’ Fees, Nov. 23, 2022, at pp. 2 n.1, 9.) As described in TECA’s prior arguments, it is clear that JSC’s counsel and Mr. Emberling are responsible for JSC’s discovery misconduct in this docket and, thus, should be made liable under Rule 37.01 for payment for the

**DATED** this 11th day of July, 2023.

Respectfully submitted,

/s/ W. Brantley Phillips, Jr.

W. Brantley Phillips, Jr. (18844)

Matthew J. Sinback (23891)

Caleb H. Hogan (37412)

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discovery sanction in the wake of JSC's bankruptcy, which was filed by Mr. Emberling to avoid payment of the sanction. Indeed, TECA submits that—but for the discovery sanction—JSC would not have filed for bankruptcy protection.

## **CERTIFICATE OF SERVICE**

I hereby certify that on this the 11th day of July, 2023, the foregoing document was served on the following persons via email, hand delivery, overnight delivery and/or U.S. Mail, postage prepaid:

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/s/ W. Brantley Phillips, Jr.

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UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE (JACKSON)

IN RE: JACKSON SUSTAINABILITY COOPERATIVE,  
ET AL, DEBTORS  
CHAPTER 7  
CASE NO. 23-10645

JOB No.: 5987104

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A P P E A R A N C E S

ON BEHALF OF DEBTOR:

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(615) 256-8300

ON BEHALF OF U.S. TRUSTEE:

BRIAN MATTHEW GLASS, CHAPTER 7 TRUSTEE  
5050 Poplar Avenue, Suite #1710  
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ON BEHALF OF TENNESSEE ELECTRIC COOPERATIVE  
ASSOCIATION (TECA), ET AL. CREDITORS:

MATTHEW SINBACK, ESQUIRE  
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A P P E A R A N C E S (CONT'D)

ON BEHALF OF JACKSON ENERGY AUTHORITY (JEA), ET AL.

CREDITORS:

LARRY CASH, ESQUIRE

Unknown address

ALSO PRESENT:

DENNIS EMBERLING, PRESIDENT OF DEBTOR



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INDEX

WITNESS:	DX	CX	RDX	RCX
Dennis Emberling				
By Trustee	5			
By Mr. Sinback		11		
By Mr. Cash		15		

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P R O C E E D I N G S

TRUSTEE: The next case on the docket is case  
Number 23-10645, Jackson Sustainability Cooperative.

MR. LEFKOVITZ: This is Steve Lefkovitz. I  
have Mr. Dennis Emberling here. I confirmed his  
identity. I have his driver's license in front of me  
and I have confirmed that. I can send that to you Mr.  
Trustee if you so desire.

TRUSTEE: All right. Yes, in fact I think I  
have seen it. All right. Mr. Emberling, are you  
there?

MR. EMBERLING: I am, yes.  
WHEREUPON,

DENNIS EMBERLING  
called as a witness, and having been sworn by the  
notary public, was examined and testified as follows:

DIRECT EXAMINATION  
BY TRUSTEE:

Q Thank you. Please state your name for the  
record.

A Dennis Emberling.

Q And what is your position with Jackson  
Sustainability Cooperative.

A President.

Q Are you authorized to sign the bankruptcy

1 information and petition on behalf of Jackson  
2 Sustainability Cooperative?

3 A I am.

4 Q All right. What is the address of Jackson  
5 Sustainability Cooperative?

6 A 1031 Greystone Square, Jackson, Tennessee,  
7 38305.

8 Q Did you read and sign the petition, schedules  
9 and related documents for the debtor?

10 A I did.

11 Q Are you personally familiar with the  
12 information contained therein?

13 A I am.

14 Q Did you list all of the debtor's assets?

15 A Yes.

16 Q Did you list all of the debtor's debts?

17 A Yes.

18 Q Has Jackson Sustainability Cooperative filed  
19 any tax returns since the inception of the  
20 organization?

21 A No.

22 MR. LEFKOVITZ: Mr. Glass?

23 TRUSTEE: Yes.

24 MR. LEFKOVITZ: So, the date filing -- this  
25 is Steve Lefkovitz for the record. The debtor did not

1 even have an EIN number. We applied to the EIN number  
2 the date of the filing.

3 TRUSTEE: Is that what is listed on the  
4 bankruptcy petition?

5 MR. LEFKOVITZ: Yes, sir.

6 TRUSTEE: Okay. Does Jackson Sustainability  
7 Cooperative have the right to sue anyone, (crosstalk)  
8 to the best of your knowledge Mr. Emberling?

9 THE WITNESS: Not that I know of.

10 BY TRUSTEE:

11 Q Okay. Has Jackson Sustainability Cooperative  
12 filed any other bankruptcy cases within the last eight  
13 years?

14 A No.

15 Q Did you read the bankruptcy information sheet  
16 that is provided by the United States Trustee's  
17 office?

18 A I did.

19 Q Has Jackson Sustainability Co-op ever been in  
20 business?

21 A I don't know how to answer that.

22 Q Okay. Has it ever bought or sold any items?

23 A Never.

24 Q Does the business have any bank accounts or  
25 assets in its control?

1           A    No, none.

2           Q    Did the business ever obtain possession of  
3 solar panels, batteries, or any of the equipment it  
4 expected to lease?

5           A    Never.

6           Q    Mr. Emberling, how were the attorney's fees  
7 paid and by whom?

8                   MR. LEFKOVITZ:  Are you talking about to Mr.  
9 Beam (ph) or to myself?

10                   TRUSTEE:  I'm talking about to Mr. Lefkovitz  
11 for representation in this matter.

12                   MR. LEFKOVITZ:  How did you pay the  
13 attorney's fees?  Was it from the cooperate funds or  
14 was it from your personal?

15                   THE WITNESS:  Personal.

16                   MR. LEFKOVITZ:  It was paid from Mr.  
17 Emberling's personal funds.

18                   TRUSTEE:  Thank you Mr. Lefkovitz.  I would  
19 like Mr. Emberling to say that on the record please.  
20 Mr. Emberling, how did you pay the attorney's fees and  
21 by whom were they paid?

22                   THE WITNESS:  I paid them using my personal  
23 credit card.

24           BY TRUSTEE:

25           Q    Okay.  Thank you.  Is Jackson Sustainability

1 Co-op under a lease agreement for that office space on  
2 Jackson Square?

3 A No.

4 Q Does it own the building?

5 A No.

6 Q Do you know who does own the building?

7 A No.

8 Q Is there any particular reason why that  
9 address was chosen as the address of the business?

10 UNKNOWN SPEAKER: I would like to  
11 (inaudible).

12 TRUSTEE: I am asking Mr. Emberling  
13 questions.

14 THE WITNESS: I'm sorry, sir. Could you  
15 repeat the question?

16 TRUSTEE: Yes, Mr. Emberling. Do you know  
17 why the Greystone Square address is used as the  
18 address for Jackson Sustainability Co-op?

19 THE WITNESS: Because a person who helped us  
20 in the -- in the process of getting familiar with  
21 Jackson offered that to us as an address that we could  
22 use.

23 BY TRUSTEE:

24 Q Okay. So, again, to -- for the record, there  
25 is no lease agreement that Jackson Sustainability is

1 under for that office space; is that correct?

2 A Certainly not.

3 Q Okay. Does Jackson Sustainability own any  
4 carbon credits?

5 A No.

6 Q Does Jackson Sustainability own any solar  
7 renewable energy credits?

8 A No.

9 TRUSTEE: Okay. Mr. Lefkovitz, form 202 is  
10 incomplete. Please make sure that --

11 MR. LEFKOVITZ: That is the (inaudible) --  
12 that's already been uploaded.

13 TRUSTEE: Okay, thank you.

14 MR. LEFKOVITZ: I talked to (inaudible)  
15 office this morning and he is great at that.

16 TRUSTEE: All right, thank you. Are there  
17 any creditors that have any questions for the debtor,  
18 Jackson Sustainability Cooperative?

19 MR. SINBACK: This is Matt Sinback from the  
20 law firm of Bass, Berry & Sims and I represent the  
21 Tennessee Electric Cooperative Association, or TECA,  
22 and I have -- you have answered -- you have asked  
23 quite a few that I had on my list, but I have just a  
24 few more.

25 TRUSTEE: Yes, you are free to ask your

1 questions now, thank you.

2 CROSS EXAMINATION

3 BY MR. SINBACK:

4 Q Right. Mr. Emberling, has Jackson  
5 Sustainability ever had a bank account?

6 A Never.

7 Q Okay. Now, in discovery responses you made  
8 to TECA, my client, JSC said that the petitioner has a  
9 bank account; was that incorrect?

10 A I'm afraid I didn't follow your question.

11 Q Sure. Jackson Sustainability Cooperative  
12 submitted a discovery responses to TECA, verified by  
13 you. One of those responses said "the petitioner has  
14 a bank account." Was that incorrect?

15 A Yes, it was -- yes, that is incorrect. I am  
16 not familiar with that. I don't remember that, but it  
17 certainly has never ever had a bank account.

18 Q Okay. Did Jackson Sustainability Cooperative  
19 pay for the legal fee, counsel it received from John  
20 (ph) Beam, David Wood (ph), or Equitus Law Alliance in  
21 connection with the Public Utility Commission  
22 proceeding?

23 A No.

24 Q Who did?

25 A That was paid by -- sorry.



1 TRUSTEE: Go ahead, Mr. Emberling, and please  
2 speak up for the record.

3 THE WITNESS: The fees have not been paid.  
4 They are -- they are still outstanding.

5 BY MR. SINBACK:

6 Q Okay. Did Jackson Sustainability  
7 Cooperative, were they the entity who engaged Mr.  
8 Beam, David Wood or Equitus Law Alliance?

9 A I believe so. I don't recall the engagement  
10 letter. I don't have that in front of me, but I  
11 believe so.

12 Q Okay. Has Jackson Sustainability paid any  
13 money to any entity or person at any time?

14 A Never.

15 Q Has Jackson Sustainability Cooperative ever  
16 had any assets or capital?

17 A Never. (Inaudible)

18 Q Okay. I will quickly ask a handful of  
19 questions about Community Development Enterprises,  
20 Jackson One.

21 TRUSTEE: Hold -- I would ask you, again this  
22 is Brian Glass the Chapter 7 Trustee, you can ask  
23 questions on the debtor's finances for bankruptcy  
24 purposes for a limited basis. This is not an open  
25 discovery for anything else, okay?

1 MR. SINBACK: Okay, Mr. Glass. I appreciate  
2 that. The reason I had these questions was because  
3 Mr. Emberling has now said that JSC had never had any  
4 capital and this other entity, in our view, it was  
5 their alter ego. But, if you'd like me to reserve  
6 those questions for another time I'm happy to do that.

7 TRUSTEE: I will let -- I mean, you can be  
8 brief to ask a couple of questions more.

9 MR. SINBACK: I'll be -- I'll be quick.

10 TRUSTEE: That are -- that pertain to that.

11 BY MR. SINBACK:

12 Q Mr. Emberling, are you the -- Mr. Emberling,  
13 are you the CEO of Community Development Enterprises,  
14 Jackson One?

15 A Yes.

16 Q Okay. Is Mr. Beam --

17 MR. LEFKOVITZ: Mr. Trustee, somebody is  
18 talking in the background that is not on mute. Would  
19 you ask -- and it's making it hard to hear. Would you  
20 please ask whoever is not taking to please mute their  
21 phones?

22 TRUSTEE: I will. I will make that  
23 announcement again. Please, if you're not -- please  
24 keep your phone on mute or be very quiet in the  
25 background because these proceedings are recorded.

1 Thank you very much.

2 All right, sir. You can continue a few more  
3 questions pertaining to the debtor.

4 BY MR. SINBACK:

5 Q I appreciate -- I appreciate that and I  
6 appreciate Mr. Lefkovitz asking for that quiet. A few  
7 more questions. Is it also correct you're the CEO of  
8 EA Solar, LLC, which is CDE's managing partner?

9 A Yes.

10 Q Okay. And, I will ask one more question and  
11 I know my -- Mr. Cash, who represents another  
12 creditor, has one. You testified to the Public  
13 Utility Commission that JSC would obtain start-up  
14 capital from CDE. Did CDE ever provide capital to  
15 JSC?

16 A Never.

17 Q Has JSC requested that CDE pay for the  
18 expenses that JSC incurred in the Utility Commission  
19 proceedings?

20 A I'm sorry. I couldn't -- could you repeat  
21 the question please?

22 Q There are a lot -- a lot of letters, I will  
23 try and make it clear. Has Jackson Sustainability  
24 ever requested that Community Development Enterprises  
25 pay for the expenses that Jackson Sustainability has

1 incurred in the Utility Commission proceedings?

2 A Never.

3 Q And last question, was the commitment for CDE  
4 to provide start-up capital to Jackson Sustainability  
5 documented?

6 A I'm not aware that there ever was such a  
7 commitment.

8 MR. SINBACK: Okay. That's all I have. I  
9 know Mr. Cash may have a few additional questions.

10 TRUSTEE: Okay, thank you very much for those  
11 questions. I am now going to ask are there any other  
12 creditors on the line that have any questions for  
13 Jackson Sustainability Cooperative?

14 MR. CASH: Yes, this is Larry Cash and  
15 Miller & Martin and we represent Jackson Energy  
16 Authority, a creditor in this bankruptcy. And I have  
17 a few questions.

18 TRUSTEE: All right. You may go ahead with  
19 your questions.

20 DIRECT EXAMINATION

21 BY MR. CASH:

22 Q Mr. Emberling, you mentioned the business  
23 office of 1031 Greystone Square and you told the  
24 Trustee there was somebody who helped with this  
25 project who used that property. Who was that person?

1           A    His name is David Hunt (ph).

2           Q    And is it your testimony Mr. Hunt has never  
3   been paid anything by Jackson Sustainability  
4   Cooperative for lease on that space?

5           A    That is correct.

6           Q    What is the relationship between Jackson  
7   Sustainability Cooperative and EA Solar?

8           A    None I believe.

9           Q    Mr. Emberling, in discovery and in the motion  
10   to compel filed by TECA and by Jackson Energy  
11   Authority, you disclosed for the first time the  
12   existence of an autodelete policy. Are you familiar  
13   with that autodelete policy?

14           TRUSTEE: Excuse me, may I ask what does this  
15   have to do with the debtor and the assets or the debts  
16   the debtor has? This is Brian Glass.

17           MR. CASH: It lead to the claim TECA and JEA  
18   that for attorney's fees and sanctions under Rule 37  
19   of the Tennessee Rules of Civil Procedure. And I'm  
20   trying to figure out exactly what -- why we had to  
21   incur significant debt or expenses in order to find  
22   out what discovery -- what information Mr. Emberling  
23   or any of his entities had. So, that's why we believe  
24   it has a financial impact on this case.

25           TRUSTEE: Okay. Well, I think there are

1     probably other ways -- I did read the -- some of those  
2     documents this morning. And I don't believe that this  
3     meeting of creditors for Jackson Sustainability Co-op  
4     is necessary the correct forum for discovery requests  
5     in a different matter. But if there are some  
6     questions briefly pertaining to Jackson  
7     Sustainability's assets or debts that now would be the  
8     time to ask. But, I would like you to keep it brief  
9     and only on those matters please.

10           MR. CASH: All right, Mr. Glass. Thank you.  
11     Mr. Emberling, the Jackson Sustainability Cooperative  
12     project was a \$67 million project; is that correct?

13           THE WITNESS: Could you repeat the question  
14     please, Mr. Cash?

15           MR. CASH: Sure. The Jackson Sustainability  
16     Cooperative project that you filed before the Public  
17     Utility Commission was a \$67 million project; is that  
18     correct?

19           THE WITNESS: I am not -- I do not know of  
20     anything which falls under the description of the  
21     Jackson Sustainability Cooperative project.

22     BY MR. CASH:

23           Q     Well let's do it this way; what was -- what  
24     did -- what was Jackson Sustainability Cooperative set  
25     up to do?

1           A    It was set up to allow businesses in its  
2 neighborhood -- in the neighborhood of the site on  
3 Roosevelt Parkway. It was set up to enable those  
4 businesses to come together and share solar  
5 electricity which could be provided by a solar  
6 facility which could be built on that site.

7           Q    And JSC made representations that that was a  
8 \$67 million project; is that correct?

9           A    I don't know the answer to that.

10          Q    All right. Just one minute Mr. Trustee. I'm  
11 about through. I think -- I think you told the  
12 Trustee that attorney's fees were paid personally by  
13 yourself using your credit card; is that correct?

14          A    Attorney's fees to Mr. Lefkovitz, yes that is  
15 correct.

16          Q    And have those been reimbursed to you by  
17 anyone?

18          A    No.

19          Q    Were there other investors in Jackson  
20 Sustainability Cooperative?

21          A    I don't understand the question. Were there  
22 other investors? I am not aware of any investors in  
23 Jackson Sustainability Cooperative, so I don't know  
24 what you mean by "other".

25          Q    Are the only attorney's fees that have been

1 paid to date are those paid to Mr. Lefkovitz for the  
2 filing of this bankruptcy petition?

3 A I'm not sure I understand the specificity of  
4 the question, I'm sorry.

5 Q Are the only attorney's fees that Jackson  
6 Sustainability Cooperative has ever paid were the  
7 funds paid to Mr. Lefkovitz?

8 A Jackson Sustainability Cooperative has never  
9 paid any attorney's fees to anyone, including the  
10 famous Mr. Lefkovitz.

11 Q All right. It is your testimony those were  
12 paid personally by you; is that correct?

13 A That is correct.

14 Q Do you have an agreement with any third  
15 parties to reimburse you for that payment made to Mr.  
16 Lefkovitz?

17 A I do not.

18 Q Does Jackson Sustainability Cooperative have  
19 an agreement with any third person to pay Mr. Beam's  
20 attorney's fees?

21 A It does not, as far as I know.

22 Q Who besides yourself would know the answer to  
23 that question, Mr. Emberling?

24 A I don't know the answer to that either, I'm  
25 sorry.



1 MR. CASH: I believe that's all, thank you.

2 TRUSTEE: All right, thank you very much for  
3 your questions. Again, this is Brian Glass, the  
4 Chapter 7 Trustee for the record. Are there any other  
5 creditors that have any questions for the debtor,  
6 Jackson Sustainability Cooperative? Not hearing any,  
7 this meeting of creditors for Jackson Sustainability  
8 Cooperative is now concluded. Thank you very much.

9 (Whereupon, the proceeding was concluded.)

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CERTIFICATE OF TRANSCRIBER

I, JENNIFER MEADOR, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.

*Jennifer Meador*

JENNIFER MEADOR

[& - capital]

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[emberling - job]

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[years - years]

y
years 7:13

## Fill in this information to identify your case:

United States Bankruptcy Court for the:

WESTERN DISTRICT OF TENNESSEE

Case number (if known) Chapter 7

☐ Check if this an amended filing

## Official Form 201

## Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name JACKSON SUSTAINABILITY COOPERATIVE

2. All other names debtor used in the last 8 years

Include any assumed names, trade names and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 93-1531973

4. Debtor's address Principal place of business Mailing address, if different from principal place of business

1031 GREYSTONE SQUARE  
Jackson, TN 38305

Number, Street, City, State &amp; ZIP Code

Madison

County

P.O. Box, Number, Street, City, State &amp; ZIP Code

Location of principal assets, if different from principal place of business

Number, Street, City, State &amp; ZIP Code

5. Debtor's website (URL)

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))☐ Partnership (excluding LLP)☐ Other. Specify:

Debtor **JACKSON SUSTAINABILITY COOPERATIVE**  
Name

Case number (if known)

**7. Describe debtor's business****A. Check one:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

**B. Check all that apply**

- ☐ Tax-exempt entity (as described in 26 U.S.C. §501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

**C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.**

\_\_\_\_\_

**8. Under which chapter of the Bankruptcy Code is the debtor filing?****Check one:**

- ☒ Chapter 7
- ☐ Chapter 9
- ☐ Chapter 11. **Check all that apply:**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

- ☒ No.
- ☐ Yes.

If more than 2 cases, attach a separate list.

District	_____	When	_____	Case number	_____
District	_____	When	_____	Case number	_____

Debtor **JACKSON SUSTAINABILITY COOPERATIVE**  
Name

Case number (if known)

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?
- ☒ No  
☐ Yes.

List all cases. If more than 1, attach a separate list

Debtor	Relationship
District	Case number, if known
When	

11. Why is the case filed in this district?

Check all that apply:

- ☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

- ☐ It needs to be physically secured or protected from the weather.

- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

- ☐ Other

Where is the property?

Number, Street, City, State & ZIP Code

Is the property insured?

- ☐ No

- ☐ Yes. Insurance agency

Contact name

Phone

### Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- ☐ Funds will be available for distribution to unsecured creditors.
- ☒ After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors

☒ 1-49

☐ 50-99

☐ 100-199

☐ 200-999

☐ 1,000-5,000

☐ 5001-10,000

☐ 10,001-25,000

☐ 25,001-50,000

☐ 50,001-100,000

☐ More than 100,000

15. Estimated Assets

☒ \$0 - \$50,000

☐ \$50,001 - \$100,000

☐ \$100,001 - \$500,000

☐ \$500,001 - \$1 million

☐ \$1,000,001 - \$10 million

☐ \$10,000,001 - \$50 million

☐ \$50,000,001 - \$100 million

☐ \$100,000,001 - \$500 million

☐ \$500,000,001 - \$1 billion

☐ \$1,000,000,001 - \$10 billion

☐ \$10,000,000,001 - \$50 billion

☐ More than \$50 billion

16. Estimated liabilities

☐ \$0 - \$50,000

☐ \$1,000,001 - \$10 million

☐ \$500,000,001 - \$1 billion

Debtor	<b>JACKSON SUSTAINABILITY COOPERATIVE</b>		Case number (if known)
Name			
	<input checked="" type="checkbox"/> \$50,001 - \$100,000	<input type="checkbox"/> \$10,000,001 - \$50 million	<input type="checkbox"/> \$1,000,000,001 - \$10 billion
	<input type="checkbox"/> \$100,001 - \$500,000	<input type="checkbox"/> \$50,000,001 - \$100 million	<input type="checkbox"/> \$10,000,000,001 - \$50 billion
	<input type="checkbox"/> \$500,001 - \$1 million	<input type="checkbox"/> \$100,000,001 - \$500 million	<input type="checkbox"/> More than \$50 billion

Debtor **JACKSON SUSTAINABILITY COOPERATIVE**  
Name

Case number (if known)

**Request for Relief, Declaration, and Signatures**

**WARNING** -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature  
of authorized  
representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on **May 24, 2023**  
MM / DD / YYYY**X /s/ DENNIS EMBERLING**

Signature of authorized representative of debtor

**DENNIS EMBERLING**

Printed name

Title **PRESIDENT****18. Signature of attorney****X /s/ Steven L. Lefkovitz**

Signature of attorney for debtor

Date **May 24, 2023**

MM / DD / YYYY

**Steven L. Lefkovitz 5953**

Printed name

**LEFKOVITZ & LEFKOVITZ**

Firm name

**908 HARPETH VALLEY PLACE  
NASHVILLE, TN 37221**

Number, Street, City, State &amp; ZIP Code

Contact phone **615-256-8300**Email address **slefkovitz@lefkovitz.com****5953 TN**

Bar number and State

**Fill in this information to identify the case:**

Debtor name **JACKSON SUSTAINABILITY COOPERATIVE**

United States Bankruptcy Court for the: **WESTERN DISTRICT OF TENNESSEE**

Case number (if known) \_\_\_\_\_

☐ Check if this is an amended filing

**Official Form 202**

**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

**WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ *Amended Schedule*
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ Other document that requires a declaration \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

Executed on **May 24, 2023**

**X /s/ DENNIS EMBERLING**

Signature of individual signing on behalf of debtor

**DENNIS EMBERLING**

Printed name

**PRESIDENT**

Position or relationship to debtor

## Fill in this information to identify the case:

Debtor name **JACKSON SUSTAINABILITY COOPERATIVE**United States Bankruptcy Court for the: **WESTERN DISTRICT OF TENNESSEE**

Case number (if known) \_\_\_\_\_

☐ Check if this is an amended filing**Official Form 206Sum**  
**Summary of Assets and Liabilities for Non-Individuals**

12/15

**Part 1: Summary of Assets**1. **Schedule A/B: Assets-Real and Personal Property** (Official Form 206A/B)1a. **Real property:**Copy line 88 from *Schedule A/B*..... \$ **0.00**1b. **Total personal property:**Copy line 91A from *Schedule A/B*..... \$ **0.00**1c. **Total of all property:**Copy line 92 from *Schedule A/B*..... \$ **0.00****Part 2: Summary of Liabilities**2. **Schedule D: Creditors Who Have Claims Secured by Property** (Official Form 206D)Copy the total dollar amount listed in Column A, *Amount of claim*, from line 3 of *Schedule D*..... \$ **0.00**3. **Schedule E/F: Creditors Who Have Unsecured Claims** (Official Form 206E/F)3a. **Total claim amounts of priority unsecured claims:**Copy the total claims from Part 1 from line 5a of *Schedule E/F*..... \$ **0.00**3b. **Total amount of claims of nonpriority amount of unsecured claims:**Copy the total of the amount of claims from Part 2 from line 5b of *Schedule E/F*..... +\$ **89,000.00**4. **Total liabilities** .....  
Lines 2 + 3a + 3b\$ **89,000.00**



**Fill in this information to identify the case:**Debtor name **JACKSON SUSTAINABILITY COOPERATIVE**United States Bankruptcy Court for the: **WESTERN DISTRICT OF TENNESSEE**

Case number (if known) \_\_\_\_\_

☐ Check if this is an amended filing**Official Form 206A/B**  
**Schedule A/B: Assets - Real and Personal Property**

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

**Part 1: Cash and cash equivalents****1. Does the debtor have any cash or cash equivalents?**

- ☒ No. Go to Part 2.  
☐ Yes Fill in the information below.

**All cash or cash equivalents owned or controlled by the debtor****Current value of debtor's interest****Part 2: Deposits and Prepayments****6. Does the debtor have any deposits or prepayments?**

- ☒ No. Go to Part 3.  
☐ Yes Fill in the information below.

**Part 3: Accounts receivable****10. Does the debtor have any accounts receivable?**

- ☒ No. Go to Part 4.  
☐ Yes Fill in the information below.

**Part 4: Investments****13. Does the debtor own any investments?**

- ☒ No. Go to Part 5.  
☐ Yes Fill in the information below.

**Part 5: Inventory, excluding agriculture assets****18. Does the debtor own any inventory (excluding agriculture assets)?**

- ☒ No. Go to Part 6.  
☐ Yes Fill in the information below.

**Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)****27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?**

- ☒ No. Go to Part 7.

Debtor JACKSON SUSTAINABILITY COOPERATIVE Case number (If known) \_\_\_\_\_  
Name

☐ Yes Fill in the information below.

**Part 7: Office furniture, fixtures, and equipment; and collectibles**

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

☒ No. Go to Part 8.

☐ Yes Fill in the information below.

**Part 8: Machinery, equipment, and vehicles**

46. Does the debtor own or lease any machinery, equipment, or vehicles?

☒ No. Go to Part 9.

☐ Yes Fill in the information below.

**Part 9: Real property**

54. Does the debtor own or lease any real property?

☒ No. Go to Part 10.

☐ Yes Fill in the information below.

**Part 10: Intangibles and intellectual property**

59. Does the debtor have any interests in intangibles or intellectual property?

☒ No. Go to Part 11.

☐ Yes Fill in the information below.

**Part 11: All other assets**

70. Does the debtor own any other assets that have not yet been reported on this form?

Include all interests in executory contracts and unexpired leases not previously reported on this form.

☒ No. Go to Part 12.

☐ Yes Fill in the information below.

Debtor **JACKSON SUSTAINABILITY COOPERATIVE**  
Name

Case number (If known) \_\_\_\_\_

**Part 12: Summary**

In Part 12 copy all of the totals from the earlier parts of the form

Type of property	Current value of personal property	Current value of real property
80. <b>Cash, cash equivalents, and financial assets.</b> <i>Copy line 5, Part 1</i>	<b>\$0.00</b>	
81. <b>Deposits and prepayments.</b> <i>Copy line 9, Part 2.</i>	<b>\$0.00</b>	
82. <b>Accounts receivable.</b> <i>Copy line 12, Part 3.</i>	<b>\$0.00</b>	
83. <b>Investments.</b> <i>Copy line 17, Part 4.</i>	<b>\$0.00</b>	
84. <b>Inventory.</b> <i>Copy line 23, Part 5.</i>	<b>\$0.00</b>	
85. <b>Farming and fishing-related assets.</b> <i>Copy line 33, Part 6.</i>	<b>\$0.00</b>	
86. <b>Office furniture, fixtures, and equipment; and collectibles.</b> <i>Copy line 43, Part 7.</i>	<b>\$0.00</b>	
87. <b>Machinery, equipment, and vehicles.</b> <i>Copy line 51, Part 8.</i>	<b>\$0.00</b>	
88. <b>Real property.</b> <i>Copy line 56, Part 9.....&gt;</i>		<b>\$0.00</b>
89. <b>Intangibles and intellectual property.</b> <i>Copy line 66, Part 10.</i>	<b>\$0.00</b>	
90. <b>All other assets.</b> <i>Copy line 78, Part 11.</i>	<b>\$0.00</b>	
91. <b>Total.</b> Add lines 80 through 90 for each column	<b>\$0.00</b>	<b>\$0.00</b>
92. <b>Total of all property on Schedule A/B.</b> Add lines 91a+91b=92		<b>\$0.00</b>

**Fill in this information to identify the case:**

Debtor name **JACKSON SUSTAINABILITY COOPERATIVE**

United States Bankruptcy Court for the: **WESTERN DISTRICT OF TENNESSEE**

Case number (if known) \_\_\_\_\_

☐ Check if this is an amended filing

**Official Form 206D**

**Schedule D: Creditors Who Have Claims Secured by Property**

**12/15**

**Be as complete and accurate as possible.**

**1. Do any creditors have claims secured by debtor's property?**

- ☒ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
- ☐ Yes. Fill in all of the information below.

## Fill in this information to identify the case:

Debtor name **JACKSON SUSTAINABILITY COOPERATIVE**United States Bankruptcy Court for the: **WESTERN DISTRICT OF TENNESSEE**

Case number (if known) \_\_\_\_\_

☐ Check if this is an amended filing

## Official Form 206E/F

## Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

**Part 1: List All Creditors with PRIORITY Unsecured Claims**

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

☐ No. Go to Part 2.☒ Yes. Go to line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

			Total claim	Priority amount
2.1	Priority creditor's name and mailing address <b>IRS CNTRLZD INSOLVENCY OPRTN PO BOX 7346 PHILADELPHIA, PA 19101-7346</b>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	<b>Unknown</b>	<b>Unknown</b>
	Date or dates debt was incurred	Basis for the claim:		
	Last 4 digits of account number	Is the claim subject to offset?		
	Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
2.2	Priority creditor's name and mailing address <b>TN DEPT REVENUE C/O TN ATTY GEN BK UNIT PO BOX 20207 NASHVILLE, TN 37202</b>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	<b>Unknown</b>	<b>Unknown</b>
	Date or dates debt was incurred	Basis for the claim:		
	Last 4 digits of account number	Is the claim subject to offset?		
	Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		

**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

Amount of claim

Debtor **JACKSON SUSTAINABILITY COOPERATIVE**

Case number (if known) \_\_\_\_\_

Name

3.1	<b>Nonpriority creditor's name and mailing address</b> <b>Community Development Ent - Jackson 1</b> <b>1100 Whitehall Street</b> <b>Jackson, TN 38301</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is:</b> <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim:</b> ____  Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
3.2	<b>Nonpriority creditor's name and mailing address</b> <b>DAVID SHIMONE</b> <b>19840 WEST DIXIE HWY # 3311</b> <b>Miami, FL 33180</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is:</b> <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim:</b> ____  Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
3.3	<b>Nonpriority creditor's name and mailing address</b> <b>DENNIS EMBERLING</b> <b>5548 TROUSDALE DR</b> <b>Brentwood, TN 37027</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is:</b> <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim:</b> ____  Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
3.4	<b>Nonpriority creditor's name and mailing address</b> <b>HUNT SERVICES, INC.</b> <b>HUNT PROPERTIES, GP</b> <b>1124 WHITEHALL AVENUE</b> <b>Jackson, TN 38301</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is:</b> <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim:</b> ____  Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
3.5	<b>Nonpriority creditor's name and mailing address</b> <b>Jackson Energy Authority</b> <b>c/o Larry L. Cash</b> <b>Miller and Martin PLLC</b> <b>832 Georgia Avenue</b> <b>Chattanooga, TN 37402</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is:</b> <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim:</b> ____  Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
3.6	<b>Nonpriority creditor's name and mailing address</b> <b>JEFF FRIELING</b> <b>161 SHADOW RIDGE DRIVE</b> <b>Jackson, TN 38305</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is:</b> <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim:</b> ____  Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
3.7	<b>Nonpriority creditor's name and mailing address</b> <b>LOVING ARMS LLC</b> <b>1112 WHITEHALL STREET</b> <b>Jackson, TN 38305</b>  Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is:</b> <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed  <b>Basis for the claim:</b> ____  Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>

Debtor	JACKSON SUSTAINABILITY COOPERATIVE	Case number (if known)	
Name			
3.8	<b>Nonpriority creditor's name and mailing address</b> <b>RICHARD DONNELL</b> <b>99 HICKORY HOLLOW DR</b> <b>Jackson, TN 38305</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is:</b> <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
3.9	<b>Nonpriority creditor's name and mailing address</b> <b>ROBERT STARR</b> <b>140 SUNNYVALLEY DR</b> <b>Jackson, TN 38305</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is:</b> <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
3.10	<b>Nonpriority creditor's name and mailing address</b> <b>Tennessee Electric Cooperative Assn</b> <b>c/o W. Brantley Phillips, Jr.</b> <b>Bass Berry and Sims</b> <b>150 3rd Avenue North, Ste 2800</b> <b>Nashville, TN 37201</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is:</b> <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
3.11	<b>Nonpriority creditor's name and mailing address</b> <b>Tennessee Municipal Power Assn</b> <b>c/o Jeremy L. Elrod</b> <b>212 Overlook Circle, Suite 205</b> <b>Brentwood, TN 37027</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is:</b> <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
3.12	<b>Nonpriority creditor's name and mailing address</b> <b>Tennessee Public Service Commission</b> <b>502 Deaderick Street</b> <b>4th Fl.</b> <b>Nashville, TN 37243</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is:</b> <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>\$89,000.00</b>
3.13	<b>Nonpriority creditor's name and mailing address</b> <b>TENNESSEE VALLEY AUTHORITY</b> <b>C/O OFFICE OF GENERAL COUNSEL</b> <b>ATTENTION KIMBERLY BOULTON</b> <b>400 WEST SUMMITT HILL DRIVE</b> <b>Knoxville, TN 37902</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is:</b> <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>
3.14	<b>Nonpriority creditor's name and mailing address</b> <b>Tiffany Spight</b> <b>27 Holly Hill Drive</b> <b>Jackson, TN 38305</b> Date(s) debt was incurred ____ Last 4 digits of account number ____	<b>As of the petition filing date, the claim is:</b> <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Basis for the claim:</b> ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>Unknown</b>

**Part 3: List Others to Be Notified About Unsecured Claims**

Debtor **JACKSON SUSTAINABILITY COOPERATIVE**  
Name

Case number (if known)

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

	Name and mailing address	On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any
4.1	Henry W. Walker c/o Bradley Arant 1600 Division Street, Suite 700 Nashville, TN 37203	Line <u>3.13</u>  <input type="checkbox"/> Not listed. Explain _____	—

**Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims**

5. Add the amounts of priority and nonpriority unsecured claims.

5a. Total claims from Part 1

5b. Total claims from Part 2

5c. Total of Parts 1 and 2

Lines 5a + 5b = 5c.

Total of claim amounts	
5a.	\$ <u>0.00</u>
5b. +	\$ <u>89,000.00</u>
5c.	\$ <u>89,000.00</u>



Fill in this information to identify the case:

Debtor name **JACKSON SUSTAINABILITY COOPERATIVE**

United States Bankruptcy Court for the: **WESTERN DISTRICT OF TENNESSEE**

Case number (if known) \_\_\_\_\_

☐ Check if this is an amended filing

Official Form 206G

**Schedule G: Executory Contracts and Unexpired Leases**

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?

☐ No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.

☒ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Assets - Real and Personal* (Official Form 206A/B).

Property

2. List all contracts and unexpired leases

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.1. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract \_\_\_\_\_

**Community Development Ent - Jackson 1  
1100 Whitehall Street  
Jackson, TN 38301**

2.2. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract \_\_\_\_\_

**HUNT SERVICES, INC.  
HUNT PROPERTIES, GP  
1124 WHITEHALL AVENUE  
Jackson, TN 38301**

2.3. State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract \_\_\_\_\_

**LOVING ARMS LLC  
1112 WHITEHALL STREET  
Jackson, TN 38305**

## **Equipment Lease Agreement**

This Lease Agreement (this "Agreement") is entered into by and between Jackson Sustainability Cooperative (the "Lessee") and Community Development Enterprises - Jackson I (the "Lessor").

### **RECITALS**

WHEREAS, Jackson Sustainability Cooperative is committed to efficiently supporting the community to enable the greatest mutual benefit among its Members from the acquisition of the technology and equipment necessary to accomplish its mission of allowing its Members to share in supplemental energy from renewable solar sources;

WHEREAS, the Members of Jackson Sustainability Cooperative are significant peak demand consumers of electric power who have corporate goals to increase their overall energy consumption from renewable sources;

WHEREAS, the Members of Jackson Sustainability Cooperative are committed to expanding the use of renewable energy within their facilities by implementing this shared renewable supplemental energy project and by leasing equipment used in the production of electricity from renewable solar energy sources that reduce emissions contributing to air pollution;

WHEREAS, Community Development Enterprises - Jackson I is financing the development of a 16.5 MW solar facility ("Solar Facility");

WHEREAS, the Parties have agreed to enter into this Lease for the use of the Equipment defined in Section 1 below, in accordance with the terms and conditions set forth herein, for the purpose of developing and operating a Solar Facility to generate renewable energy for the benefit of the Members of Jackson Sustainability Cooperative who desire to share supplemental energy.

NOW, THEREFORE, the parties enter into this Agreement upon the following terms and conditions:

#### **1. Equipment Leased.**

- (a) The Equipment. Subject to the terms and conditions set forth below, the Lessor leases to the Lessee, and the Lessee hires the use of the following described equipment to operate a ground mounted solar facility capable of generating up to 26.2 Gwh/yr of energy (the "Equipment"):

Solar Modules:

35,098 X21-470-COM, 16.5 MW STC rated DC power, degrading at the rate of .25% per year thereafter, with an expected life of at least 40 years

Solar Inverters:

115 SMA HighPower PEAK3 150-US (600V), 150W AC each, with an expected life of 20 years before needing to be replaced.

(d) Use of Equipment

- (1) Subject to the terms hereof, Lessee shall be entitled to use the Equipment in compliance with all laws, rules, and regulations of the jurisdiction wherein the Equipment is located and will pay all cost, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee agrees to solely use the Equipment in the conduct of Lessee's business. Lessee shall not use or permit the use of the Equipment for any purpose for which, according to the specification of the manufacturer, the Equipment is not designed or reasonably suited.
- (2) Lessee, at its expense, shall take good and proper care of the Equipment and make all repairs and replacements necessary to maintain and preserve the Equipment and keep it in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering the Equipment and its components and accessories. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments not included in this agreement to the Equipment without the prior written consent of Lessor, except for additions or attachments to the Equipment purchased by Lessee from the manufacturer of the Equipment (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Equipment any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Equipment.

(e) Liens

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment.

(f) Possession and Enjoyment

The Lessor hereby covenants to provide the Lessee during the term of this Agreement with the quiet use and enjoyment of the Equipment, and the Lessee shall, during the term of this Agreement, peacefully and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance, except as expressly set forth in this Agreement.

**2. Maintenance of Equipment**

- (a) The Lessor shall keep the Equipment in good operating condition and shall periodically advise the Lessee of the status of the preventative maintenance schedule.
- (b) All repairs or remedial maintenance will be performed promptly.

calendar year. The cost to operate and maintain the Solar Facility, to include scheduled replacement costs, as well as the costs of operation, maintenance, repairs, and replacements that are typical for a solar power generation facility with battery storage and its associated equipment, shall be no less than \$655,600.00 per year over the thirty (30) year term, for a monthly amount of \$54,633. Commencing on January 1, 2021 and repeating on January 1 of each succeeding year of the lease, this value shall be escalated by the greater of 2.5% per annum or the annual increase in the Consumer Price Index. The Expenses shall further be adjusted at this time to equal the greater of these adjustments or the actual expenses for the prior year. The result of all these adjustments for a particular year is called "Adjusted Expenses" for that calendar year.

- (d) **Cash Consideration.** Subject to the adjustments in subparagraphs (d) and (e) below, Lessee shall pay Rent to Lessor for the Equipment over the term based on the components of subparagraph (a), (b), and (c) above in the initial amount of \$324,995.00 per month (\$500.00+\$269,862+\$54,633). For each subsequent year beginning January 1, 2023, Rent shall equal the sum of that year's Adjusted Market Value of Land plus Adjusted Value of Equipment plus Adjusted Expenses. This value is called "Adjusted Rent" for that year. Payments under this Agreement shall be made in arrears, with the first payment due within 30 days after the first month of operation.

- (e) **Monthly Rent.** For all years, Rent for the month just ended (the Billing Month) shall also be adjusted monthly according to the following formula ("Monthly Rent"), where

R = annual Adjusted Rent for the current calendar year

M = sum of energy delivered to Lessee at all Delivery Points for the Billing Month

A = sum of energy delivered to Lessee at all Delivery Points for twelve months prior to the Billing Month

$$\frac{12 \times R \times M}{A}$$

For the first year of operation, A shall be assumed to = 23.0GWh.

However, in no event shall the Rent exceed ninety-five percent (95%) an amount equal to the difference between what the municipal utility would have charged JSC's members without JSC's supplemental green energy and what the municipal utility actually did charge JSC's members for that month.

- (f) **Solar Renewable Energy Credits (SRECs).** Lessor agrees to assign to Lessee (or its Members) the Solar Renewable Energy Credits generated by the Solar Facility in its first twelve months of operation. Thereafter, all Solar Renewable Energy Credits remain the property of the Lessor.

- (c) **Commissioning and Certification.** Lessor shall deliver the energy from the Equipment for use by the Lessee once the Equipment is commissioned and certified. Once certified by the Lessor to the Lessee, Rent shall commence.

**5. Manufacturer Warranties**

Lessor has acquired or will acquire the Equipment in connection with this Agreement. Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Equipment. Except as provided in Section 18 ("Remedies") hereof, Lessee acknowledges that neither its dissatisfaction with the energy produced by the Equipment or any component part or accessory, nor the failure of the Equipment to remain in useful condition during the Term, nor the loss of possession nor the right of possession of the Equipment nor any part thereof by Lessee (unless due to Lessor's acts or omissions"), shall relieve Lessee from the obligations under this agreement during the Term. The Equipment shall remain the sole and exclusive personal property of Lessor. Lessor is the beneficiary of all manufacturer warranties. Lessor shall promptly notice the manufacturer of problems with the Equipment that are covered under warranty.

**6. Location of Equipment and Tax**

Lessor shall at all times keep the Equipment within its exclusive possession and control. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may inspect the Equipment. Not later than January 31st of each calendar year, Lessor shall provide Lessee a written report detailing the current condition and efficiency of the Equipment as of the prior calendar year. Lessor shall make all tax filings and returns for property taxes due with respect to the Equipment, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Equipment. Lessee is not required to reimburse Lessor for the personal property taxes paid with respect to the Equipment.

**7. Risk of Loss**

Commencing on completion of construction and continuing throughout the Term, Lessor shall bear the entire risk of loss or damage in respect to the Equipment, whether partial or complete, from any cause whatsoever. In the event of loss, theft, destruction or damage of any kind to any item of Equipment, or if the Equipment is lost, stolen, or taken by governmental action for a stated period extending beyond the Term (an "Event of Loss"), Lessor shall promptly notify Lessee. Lessor shall, at its option: (a) immediately place the affected Equipment in good condition and working order, or (b) replace the affected Equipment with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor. Lessor may, but is not required, to secure (i) business interruption insurance in the minimum amount to cover the average monthly expenditures based on an average of the prior three years operating expense experience, and (ii) equipment insurance to cover the replacement costs of all damaged equipment. Lessee shall be named as additional insured and receive credit for proceeds received by Lessor from this insurance to cover the monthly Rent from the business interruption insurance.

hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this agreement shall be reviewed by the Lessee and the Lessor to determine whether the provisions of this agreement require formal modification.

- (b) Lessee certifies by entering into this agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments.
- (c) Lessor certifies by entering into this agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments.
- (d) Lessor warrants that the Lessor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities related to the Equipment. Failure to do so may be deemed a material breach of and grounds for immediate termination of this agreement.
- (e) The Lessee hereby affirms that it is properly registered and owes no outstanding reports with the Tennessee Secretary of State.

## **12. Condition of Payment**

The operation of the Equipment provided by the Lessor under this agreement must be operated to the Lessee's reasonable satisfaction, and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations.

## **13. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition**

The parties acknowledge that this agreement may require or allow access to data, materials, and information containing confidential information maintained by the Lessee in its computer systems or other records. The Lessor covenants that data, material and information gathered, based upon or disclosed to the Lessor for the purpose of this agreement, will not be disclosed to or discussed with third parties without the prior written consent of the Lessee. Lessor agrees to maintain the same internal privacy/confidential information policy as maintained by Lessee. Lessor agrees to comply with such internal privacy/confidential information policy with regard to data, materials, and information disclosed or otherwise provided to Lessor by the Lessee under the terms of this agreement. The Lessor agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Lessee in furtherance of this agreement and in operation of the Equipment shall be the property of the Lessee. The Lessor shall take such action as is necessary under law to preserve such property rights in and of the Lessee while such Equipment is within the control and/or custody of the Lessee. The Lessor specifically waives and/or releases to the Lessee any cognizable property right of the Lessee to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

2032. The purchase price of the Equipment is Seventy-One Million Six Hundred Eighty-Eight Thousand and No/100's Dollars (\$71,688,000.00). Lessor shall give Lessee a bill of sale and assign any remaining manufacturers warranty, if any, at closing. Title to the Equipment will pass to the Lessee upon notification to the Lessor of the Lessee's intent to exercise its purchase option, and the payment of the Purchase Price. Closing will occur within ninety (90) days of exercise of the option to purchase. The purchase option granted shall be exercised in writing and delivered or sent by first class mail, postage prepaid, to the Lessor, and must include all and not less than all of the Equipment. Upon giving the notice as provided, it is agreed that such shall constitute a binding contract for the sale and purchase of the Equipment described in the notice and enforceable by either party including the right to specific performance, if necessary. Lessee is responsible for payment of any transfer tax or tax on tangible personal property, if any, that occurs on or after closing. Each party will be responsible for and pay their respective costs and expenses relating to the transaction. This purchase option is personal to Lessee and may not be assigned to any person.

#### 15. Insurance

At its expense, Lessor shall keep the Equipment insured against all risks of loss and damage with companies acceptable to Lessor for an amount equal to the original cost of the Equipment, with Lessor or its assign(s) named as a loss payee. Lessor shall also maintain comprehensive general liability insurance, with Lessee or its assign(s) named as an additional insured. Lessor shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount reasonably satisfactory to Lessor. Lessor shall pay the premiums therefor and deliver to Lessee or its assign(s) the certificates of insurance or duplicates thereof or other evidence satisfactory to Lessee or Lessor's assigns of such insurance coverage. Evidence of such insurance coverage shall be furnished no later than the commencement date of the Term and from time to time as Lessor or its assigns may request. Each insurer shall agree by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor that it will give Lessor's assigns thirty (30) days prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policy.

Lessee shall procure and maintain liability insurance on it officer and directors. Lessee shall also maintain comprehensive general liability insurance, with Lessor or its assigns named as an additional insured.

#### 16. Disputes

- (a) Should any disputes arise with respect to this agreement, the Lessor and the Lessee agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- (b) The Lessee agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this agreement that are not

18. Remedies.

(a) Lessor's Remedies.

- i. Upon the occurrence of an "Event of Default" and at any time thereafter Lessor may, in its sole discretion, do any one or more of the following:
  - A. after giving thirty (30) days prior written notice to Lessee of default, during which time Lessee shall have the opportunity to cure such default, terminate this agreement executed by Lessor and the defaulting Lessee;
  - B. to the extent allowed by the laws of the State of Tennessee, Lessor may proceed by appropriate court action to enforce the performance of the terms of this agreement and/or recover damages, including all of Lessor's economic loss for the breach thereof;
  - C. whether or not this agreement is terminated, upon notice to Lessee, take possession of the Equipment wherever located, without demand, liability, court order or other process of law, and for such purposes Lessee, to the extent permitted by Tennessee law, hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Equipment is located or cause Lessee, and Lessee hereby agrees, to return such Equipment to Lessor in accordance with the requirements of Section 14(b) of this agreement;
  - D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and not as a penalty, the sum of:
    - I. the present value of the Rent owed from the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Term plus, if the Equipment is not returned to or repossessed by Lessor, the present value of the estimated in-place fair market value of the Equipment at the end of the Term as determined by Lessor;
    - II. all Rent and other amounts due and payable on or before the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee;
    - III. to the extent allowed by the laws and Constitution of the State of Tennessee, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and



**19. Force Majeure**

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

**20. Governing Laws**

This Contract shall be construed in accordance with and governed by the laws of the State of Tennessee and suit, if any, must be brought in the State of Tennessee.

**21. Indemnification.**

- (a) Lessor agrees to indemnify, defend, and hold harmless the Lessee, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of Lessor and/or its subcontractors, if any, during the construction and installation phase of developing the Solar Facility.
- (b) Lessee agrees to indemnify, defend, and hold harmless the Lessor, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of Lessee and/or its subcontractors, if any, in the performance of this agreement.

**22. Independent Contractor**

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Lessee shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Lessee's employees and Members operating the electric cooperative.

**23. Default**

Lessee shall be in default upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) failure by Lessee to perform or observe any other term,

**27. Nondiscrimination**

Pursuant to the Civil Rights Act of 1964, the Lessee and its subcontractors shall not discriminate against any employee or applicant for employment in the operation of the Equipment or the performance of this agreement. The Lessee shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, gender, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement. The Lessee's execution of this agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, gender, disability or status as a veteran.

**28. Notices**

Whenever any notice, statement or other communication is to be sent to the Lessee or to the Lessor, it shall be sent to the following addresses unless otherwise specifically advised:

**Notice to the Lessor shall be sent to:**

Community Development Enterprises - Jackson I  
1100 Whitehall Street  
Jackson, TN 38301

**Notice to the Lessee shall be sent to:**

Jackson Sustainability Cooperative  
1031 Greystone Square  
Jackson, TN 38305

**29. Order of Precedence**

Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: (1) this agreement, (2) attachments prepared by the Lessee, and (3) attachments prepared by the Lessor. In the event of any conflict between the terms and conditions of this agreement and the provisions of any of the other documents identified in items (2) or (3) of the immediately preceding sentence, the terms and conditions of this agreement shall supersede and control.

**30. Ownership of Documents and Materials**

All documents, records, programs, data, film, tape, articles, memoranda, and other materials developed under this contract shall be considered "work for hire" and the Lessor transfers any ownership claim to the Lessee. Use of these materials, other than related to contract performance by the Lessee, without the prior written consent of the Lessee, is prohibited. During the term of this agreement, the Lessee shall be responsible for any loss of or damage to these materials developed for or supplied to the Lessee and used to develop or assist in the

- (b) Failure to agree will be a dispute under the Disputes clause. The Lessor may withhold from these amounts any sum the Lessor determines to be necessary to protect the Lessor against loss because of outstanding liens or claims of former lien holders.
- (c) The rights and remedies of the parties in this clause are in addition to any other rights and remedies provided by law or under this contract.

**38. Waiver of Rights**

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

IN WITNESS WHEREOF, Lessor and the Lessee have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of this agreement and do by their respective signatures dated below hereby agree to the terms thereof.

**Lessor:**

**Lessee:**

Community Development Enterprises - Jackson I

Jackson Sustainability Cooperative

*David E. Eberling*

*[Signature]*

**By:**

David Eberling

**By:**

David Shiran

**Title:** Chief Executive Officer

**Title:** Chairman of the Board of Directors

**Date:** October 26, 2021

**Date:** October 26, 2021

## Fill in this information to identify the case:

Debtor name **JACKSON SUSTAINABILITY COOPERATIVE**United States Bankruptcy Court for the: **WESTERN DISTRICT OF TENNESSEE**

Case number (if known) \_\_\_\_\_

☐ Check if this is an amended filing**Official Form 206H**  
**Schedule H: Your Codebtors**

12/15

Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

**1. Do you have any codebtors?**

- ☒ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.
- ☐ Yes

**2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.**

Column 1: Codebtor

Column 2: Creditor

Name	Mailing Address	Name	Check all schedules that apply:
2.1	Street City State Zip Code		<input type="checkbox"/> D <input type="checkbox"/> E/F <input type="checkbox"/> G
2.2	Street City State Zip Code		<input type="checkbox"/> D <input type="checkbox"/> E/F <input type="checkbox"/> G
2.3	Street City State Zip Code		<input type="checkbox"/> D <input type="checkbox"/> E/F <input type="checkbox"/> G
2.4	Street City State Zip Code		<input type="checkbox"/> D <input type="checkbox"/> E/F <input type="checkbox"/> G

## Fill in this information to identify the case:

Debtor name **JACKSON SUSTAINABILITY COOPERATIVE**United States Bankruptcy Court for the: **WESTERN DISTRICT OF TENNESSEE**

Case number (if known) \_\_\_\_\_

☐ Check if this is an amended filing

## Official Form 207

## Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy

04/22

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

**Part 1: Income**

## 1. Gross revenue from business

☐ None.

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year

Sources of revenue  
Check all that applyGross revenue  
(before deductions and exclusions)

## 2. Non-business revenue

Include revenue regardless of whether that revenue is taxable. *Non-business income* may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

☐ None.

Description of sources of revenue

Gross revenue from each source  
(before deductions and exclusions)**Part 2: List Certain Transfers Made Before Filing for Bankruptcy**

## 3. Certain payments or transfers to creditors within 90 days before filing this case

List payments or transfers--including expense reimbursements--to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$7,575. (This amount may be adjusted on 4/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

☐ None.

Creditor's Name and Address

Dates

Total amount of value

Reasons for payment or transfer  
Check all that apply

## 4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$7,575. (This amount may be adjusted on 4/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. *Insiders* include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

☐ None.Insider's name and address  
Relationship to debtor

Dates

Total amount of value

Reasons for payment or transfer

## 5. Repossessions, foreclosures, and returns

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

Debtor **JACKSON SUSTAINABILITY COOPERATIVE**

Case number (if known)

☒ None

Creditor's name and address	Describe of the Property	Date	Value of property
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**6. Setoffs**

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

☒ None

Creditor's name and address	Description of the action creditor took	Date action was taken	Amount
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**Part 3: Legal Actions or Assignments****7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits**

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

☐ None.

Case title Case number	Nature of case	Court or agency's name and address	Status of case
7.1. Debtor v Tennessee Public Service Commission 21-00061		Tennessee Public Service Commission 502 Deaderick Street 4th Fl. Nashville, TN 37243	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded

**8. Assignments and receivership**

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

☒ None**Part 4: Certain Gifts and Charitable Contributions****9. List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000**☒ None

Recipient's name and address	Description of the gifts or contributions	Dates given	Value
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**Part 5: Certain Losses****10. All losses from fire, theft, or other casualty within 1 year before filing this case.**☒ None

Description of the property lost and how the loss occurred	Amount of payments received for the loss	Dates of loss	Value of property lost
	<p>If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received.</p> <p>List unpaid claims on Official Form 106A/B (Schedule A/B: Assets – Real and Personal Property).</p>		

**Part 6: Certain Payments or Transfers****11. Payments related to bankruptcy**

Debtor **JACKSON SUSTAINABILITY COOPERATIVE**

Case number (if known) \_\_\_\_\_

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

☐ None.

	Who was paid or who received the transfer? Address	If not money, describe any property transferred	Dates	Total amount or value
11.1.	<b>LEFKOVITZ &amp; LEFKOVITZ 908 HARPETH VALLEY PLACE NASHVILLE, TN 37221</b>	<b>Attorney Fees</b>		<b>\$5,000.00</b>
	Email or website address <b>slefkovitz@lefkovitz.com</b>			
	Who made the payment, if not debtor? <b>Board President</b>			

## 12. Self-settled trusts of which the debtor is a beneficiary

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.  
Do not include transfers already listed on this statement.

☒ None.

Name of trust or device	Describe any property transferred	Dates transfers were made	Total amount or value
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## 13. Transfers not already listed on this statement

List any transfers of money or other property by sale, trade, or any other means made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

☒ None.

Who received transfer? Address	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
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## Part 7: Previous Locations

### 14. Previous addresses

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

☒ Does not apply

Address	Dates of occupancy From-To
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## Part 8: Health Care Bankruptcies

### 15. Health Care bankruptcies

Is the debtor primarily engaged in offering services and facilities for:  
- diagnosing or treating injury, deformity, or disease, or  
- providing any surgical, psychiatric, drug treatment, or obstetric care?

- ☒ No. Go to Part 9.  
☐ Yes. Fill in the information below.

Facility name and address	Nature of the business operation, including type of services the debtor provides	If debtor provides meals and housing, number of patients in debtor's care
---------------------------	--	---

Debtor **JACKSON SUSTAINABILITY COOPERATIVE**

Case number (if known) \_\_\_\_\_

**Part 9: Personally Identifiable Information****16. Does the debtor collect and retain personally identifiable information of customers?**

- ☐ No.
- ☐ Yes. State the nature of the information collected and retained.

**17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?**

- ☐ No. Go to Part 10.
- ☐ Yes. Does the debtor serve as plan administrator?

**Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units****18. Closed financial accounts**

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?  
Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

- ☐ None

Financial Institution name and Address	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer

**19. Safe deposit boxes**

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

- ☐ None

Depository institution name and address	Names of anyone with access to it Address	Description of the contents	Does debtor still have it?

**20. Off-premises storage**

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

- ☐ None

Facility name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?

**Part 11: Property the Debtor Holds or Controls That the Debtor Does Not Own****21. Property held for another**

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

- ☐ None

**Part 12: Details About Environment Information**

For the purpose of Part 12, the following definitions apply:

*Environmental law* means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).

*Site* means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.



Debtor **JACKSON SUSTAINABILITY COOPERATIVE**

Case number (if known) \_\_\_\_\_

*Hazardous material* means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

**Report all notices, releases, and proceedings known, regardless of when they occurred.**

22. **Has the debtor been a party in any judicial or administrative proceeding under any environmental law?** Include settlements and orders.

- ☐ No.  
☐ Yes. Provide details below.

Case title  
Case number

Court or agency name and  
address

Nature of the case

Status of case

23. **Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?**

- ☐ No.  
☐ Yes. Provide details below.

Site name and address

Governmental unit name and  
address

Environmental law, if known

Date of notice

24. **Has the debtor notified any governmental unit of any release of hazardous material?**

- ☐ No.  
☐ Yes. Provide details below.

Site name and address

Governmental unit name and  
address

Environmental law, if known

Date of notice

**Part 13: Details About the Debtor's Business or Connections to Any Business**

25. **Other businesses in which the debtor has or has had an interest**

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

- ☐ None

Business name address

Describe the nature of the business

Employer Identification number

Do not include Social Security number or ITIN.

Dates business existed

26. **Books, records, and financial statements**

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

- ☐ None

Name and address

Date of service  
From-To

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

- ☐ None

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

- ☐ None

Name and address

If any books of account and records are  
unavailable, explain why

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

Debtor **JACKSON SUSTAINABILITY COOPERATIVE**

Case number (if known) \_\_\_\_\_

☒ None**Name and address****27. Inventories**

Have any inventories of the debtor's property been taken within 2 years before filing this case?

☒ No☐ Yes. Give the details about the two most recent inventories.**Name of the person who supervised the taking of the inventory****Date of inventory****The dollar amount and basis (cost, market, or other basis) of each inventory****28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.**

Name	Address	Position and nature of any interest	% of interest, if any
DAVID SHIMONE	19840 WEST DIXIE HWY # 3311 Miami, FL 33180	Chairman	
DENNIS EMBERLING	5548 TROUSDALE DR Brentwood, TN 37027	President	
ROBERT STARR	140 SUNNYVALLEY DR Jackson, TN 38305	Director	
JEFF FRIELING	161 SHADOW RIDGE DRIVE Jackson, TN 38305	Director	
Tiffany Spight	27 Holly Hill Drive Jackson, TN 38305	Director	

**29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?**☐ No☒ Yes. Identify below.

Name	Address	Position and nature of any interest	Period during which position or interest was held
RICHARD DONNELL	99 HICKORY HOLLOW DR Jackson, TN 38305	Resigned Director	

**30. Payments, distributions, or withdrawals credited or given to insiders**

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

☒ No☐ Yes. Identify below.

Debtor **JACKSON SUSTAINABILITY COOPERATIVE**

Case number (if known) \_\_\_\_\_

Name and address of recipient

Amount of money or description and value of property

Dates

Reason for providing the value

31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?

- ☒ No  
☐ Yes. Identify below.

Name of the parent corporation

Employer Identification number of the parent corporation

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?

- ☒ No  
☐ Yes. Identify below.

Name of the pension fund

Employer Identification number of the pension fund

**Part 14: Signature and Declaration**

**WARNING** -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on **May 24, 2023****/s/ DENNIS EMBERLING**

Signature of individual signing on behalf of the debtor

**DENNIS EMBERLING**

Printed name

Position or relationship to debtor **PRESIDENT**Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

- ☒ No  
☐ Yes

B2030 (Form 2030) (12/15)

**United States Bankruptcy Court  
Western District of Tennessee**

In re **JACKSON SUSTAINABILITY COOPERATIVE**

Debtor(s)

Case No.

Chapter

**7**

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept .....	\$	<b>5,000.00</b>
Prior to the filing of this statement I have received .....	\$	<b>5,000.00</b>
Balance Due .....	\$	<b>0.00</b>

2. The source of the compensation paid to me was:

☐ Debtor ☒ Other (specify): **Board President**

3. The source of compensation to be paid to me is:

☐ Debtor ☒ Other (specify):

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]

**In addition to providing analysis of the debtor's financial situation, rendering advice, preparation and filing of any petition, statements and schedules, and representation of the debtor at Meeting of Creditors, the fee includes negotiation and preparation of reaffirmation agreements, and discussions with the Chapter 7 Trustee, debtor(s), creditor(s), and parties-in-interest as necessary concerning the case**

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

**Rule 2004 examinations, depositions, interrogatories, or other discovery proceedings;  
Adversary proceedings to determine the dischargeability of debt (11 USC §523);  
Adversary proceedings to deny discharge (11 USC §727); Complaints to avoid lien(s);  
Motions/Complaints after entry of the discharge and/or closing of the case; Amending Schedules D, E, & F after the filing of the bankruptcy case; Other adversarial litigation. Conversion to another Bankruptcy Chapter under the Bankruptcy Code**

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

**May 24, 2023**

*Date*

**/s/ Steven L. Lefkovitz**

**Steven L. Lefkovitz 5953**

*Signature of Attorney*

**LEFKOVITZ & LEFKOVITZ**

**908 HARPETH VALLEY PLACE**

**NASHVILLE, TN 37221**

**615-256-8300 Fax: 615-255-4516**

**slefkovitz@lefkovitz.com**

*Name of law firm*

**United States Bankruptcy Court  
Western District of Tennessee**

In re **JACKSON SUSTAINABILITY COOPERATIVE**

Debtor(s)

Case No.

Chapter

**7**

**VERIFICATION OF CREDITOR MATRIX**

I, the PRESIDENT of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: **May 24, 2023**

**/s/ DENNIS EMBERLING**

**DENNIS EMBERLING/PRESIDENT**

Signer/Title

Community Development Ent - Jackson 1  
1100 Whitehall Street  
Jackson, TN 38301

Community Development Ent - Jackson 1  
1100 Whitehall Street  
Jackson, TN 38301

DAVID SHIMONE  
19840 WEST DIXIE HWY # 3311  
Miami, FL 33180

DENNIS EMBERLING  
5548 TROUSDALE DR  
Brentwood, TN 37027

Henry W. Walker  
c/o Bradley Arant  
1600 Division Street, Suite 700  
Nashville, TN 37203

HUNT SERVICES, INC.  
HUNT PROPERTIES, GP  
1124 WHITEHALL AVENUE  
Jackson, TN 38301

HUNT SERVICES, INC.  
HUNT PROPERTIES, GP  
1124 WHITEHALL AVENUE  
Jackson, TN 38301

IRS  
CNTRLZD INSOLVENCY OPRTN  
PO BOX 7346  
PHILADELPHIA, PA 19101-7346

Jackson Energy Authority  
c/o Larry L. Cash  
Miller and Martin PLLC  
832 Georgia Avenue  
Chattanooga, TN 37402

JEFF FRIELING  
161 SHADOW RIDGE DRIVE  
Jackson, TN 38305

LOVING ARMS LLC  
1112 WHITEHALL STREET  
Jackson, TN 38305

LOVING ARMS LLC  
1112 WHITEHALL STREET  
Jackson, TN 38305

RICHARD DONNELL  
99 HICKORY HOLLOW DR  
Jackson, TN 38305

ROBERT STARR  
140 SUNNYVALLEY DR  
Jackson, TN 38305

Tennessee Electric Cooperative Assn  
c/o W. Brantley Phillips, Jr.  
Bass Berry and Sims  
150 3rd Avenue North, Ste 2800  
Nashville, TN 37201

Tennessee Municipal Power Assn  
c/o Jeremy L. Elrod  
212 Overlook Circle, Suite 205  
Brentwood, TN 37027

Tennessee Public Service Commission  
502 Deaderick Street  
4th Fl.  
Nashville, TN 37243

TENNESSEE VALLEY AUTHORITY  
C/O OFFICE OF GENERAL COUNSEL  
ATTENTION KIMBERLY BOULTON  
400 WEST SUMMITT HILL DRIVE  
Knoxville, TN 37902

Tiffany Spight  
27 Holly Hill Drive  
Jackson, TN 38305

TN DEPT REVENUE  
C/O TN ATTY GEN BK UNIT  
PO BOX 20207  
NASHVILLE, TN 37202

**United States Bankruptcy Court  
Western District of Tennessee**

In re **JACKSON SUSTAINABILITY COOPERATIVE**

Debtor(s)

Case No.

Chapter

**7**

**CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)**

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for **JACKSON SUSTAINABILITY COOPERATIVE** in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

☒ None [*Check if applicable*]

**May 24, 2023**

Date

**/s/ Steven L. Lefkovitz**

**Steven L. Lefkovitz 5953**

Signature of Attorney or Litigant

Counsel for **JACKSON SUSTAINABILITY COOPERATIVE**

**LEFKOVITZ & LEFKOVITZ**

**908 HARPETH VALLEY PLACE**

**NASHVILLE, TN 37221**

**615-256-8300 Fax:615-255-4516**

**slefkovitz@lefkovitz.com**



**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE**

In re

Bankruptcy Case No. 23-10645  
Chapter 7

JACKSON SUSTAINABILITY COOPERATIVE ,  
93-1531973  
Debtor\*

Last four digits of Social-Security or Individual  
Taxpayer-  
Identification (ITIN) No(s).(if any):  
Employer Tax-Identification (EIN) No(s).(if any):

**FINAL DECREE**

The estate of the above named debtor has been fully administered.

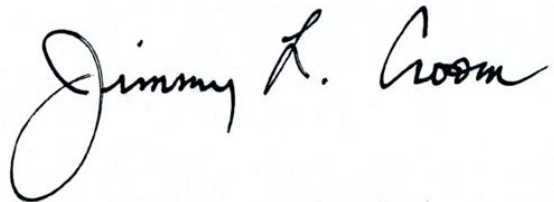
☐ The deposit required by the plan has been distributed.

**IT IS ORDERED THAT:**

- ☒ Brian Matthew Glass is discharged as trustee of the estate of the above-named debtor and the bond is cancelled.
- ☒ the chapter 7 case of the above named debtor is closed; and
- ☐ other provisions as needed

cc: Trustee: Brian Matthew Glass  
Attorney: Steven Lee Lefkovitz

Date: July 5, 2023



**United States Bankruptcy Judge**

\*Set forth all names, including trade names, used by the debtor within the last 8 years. (Bankruptcy Rule 1005). For joint debtors set forth both social security numbers.