Karen Johnson Davidson County
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Fees: $318.00 Taxes: $9,435.00
20241231-0101315

Prepared by:
Jawad H. Salah, Esq.
Archer & Greiner, P.C.
1025 Laurel Oak Road
Voorhees, NJ 08043

TN2404663C

RECEIVER'S DEED

WHEREAS, the United States District Court for the District of Arizona (the "Court"), in a civil action titled Securities and Exchange Commission v. Jonathan Larmore, et al., Case No. 2:23-cv-02470-PHX-DLR, having on July 10, 2024 ordered the appointment of Allen D. Applbaum as Receiver, whose address is StoneTurn 17 State Street, 2nd Floor, New York, New York 10004, to direct the affairs and act on behalf of 1921 Gallatin Pike Nashville TN, LLC, f/k/a Arciterra MW Nashville TN, LLC, ("Grantor") including, *inter alia*, to take possession, and arrange for the sale, of that certain property located at 1921 Gallatin Pike North, Madison, TN 37115, Parcel I.D. 034-02-0-049-00 (as more particularly described in, and the subject of, this Receiver's Deed, the "Real Property"); and

WHEREAS, the Court having entered an order dated November 21, 2024 and filed on November 22, 2024 under Docket No. CV-23-02470-PHX-DLR (the "Order") confirming the sale of the Real Property to RGH Investors LLC, a Florida limited liability company, whose address is 309 Timberwood Court, Palm Beach Gardens, FL 33418, ("Grantee"), and approving this form of deed; and

WHEREAS, Allen D. Applbaum, acting on behalf of Grantor, solely in his capacity as court appointed Receiver, whose address is 17 State Street, 2nd Floor, New York, New York 10004, was duly authorized and directed to convey the Real Property to the Grantee; and

WHEREAS, the Real Property has been sold pursuant to the Court's Order, for the sum of $2,550,000.00 to Grantee; and

WHEREAS, the Real Property is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

BEING the same land and premises which became vested in 1921 Gallatin Pike Nashville TN, LLC, f/k/a Arciterra MW Nashville TN, LLC, an Arizona Limited Liability Company by Special Warranty Deed from Warehouse Properties, G.P., dated December 6, 2006 recorded on December 7, 2006 in the Office of the Davidson County Register's/Clerk's Office under Instrument #20061207-0151292.

NOW KNOW YE, THAT Grantor, acting by Allen D. Applbaum, solely in his capacity as court appointed Receiver, pursuant to the authority and direction given to it by the Court and pursuant to the Order, does hereby bargain, sell, transfer and convey to Grantee all the right, title, claims, and interest in the above-described Real Property, to have and to hold, with appurtenances thereto, by Grantee and its heirs and assigns, forever, for their own use and disposition.

AND ALSO, Grantor, acting by Allen D. Applbaum, solely in his capacity as court appointed Receiver, does hereby represent and warrant to Grantee and its assigns, that it has full power and authority pursuant to the Order to grant and convey the aforesaid Real Property in the manner and form aforesaid.

Said Real Property is conveyed to Grantee free and clear of any of the rights, titles, claims or interests, subject to any sums which may be due for municipal property, water or sewer taxes, or any special use charges or assessments, and subject to all laws, ordinances and governmental regulations affecting said Real Property, and any easements and restrictions appearing of record, if any.

[Signature page follows]

I have hereunto set my hand and seal, this 23 day of December, 2024.

1921 GALLATIN PIKE NASHVILLE TN, LLC, F/K/A ARCITERRA MW NASHVILLE TN, LLC, an Arizona limited liability company

By: Allen D. Applbaum, as Receiver in the matter of Securities and Exchange Commission v. Jonathan Larmore, et al., Case No. 2:23-cv-02470-PHX-DLR in the United States District Court for the District of Arizona

By: _____
Name: Allen D. Applbaum

STATE OF New York
COUNTY OF New York

On this date Allen D. Applbaum, the signer and sealer of the foregoing instrument, personally appeared before me by means of physical presence and acknowledged the same to be his free act and deed. He is personally known to me, or has produced _____ as identification.

17th day of December, 2024.

ALLEN G KADISH
Notary Public, State of New York
No. 02KA4946891
Qualified in New York County
Commission Expires April 11, 2027

[NOTARY SEAL]

_____
(Name) Notary Public
Commission Number _____
My Commission Expires _____

Tax Parcel Number: 034-02-0-049-00

Property Address: 1921 Gallatin Pike North
Madison, TN 37115

Owner's Name: RGH Investors LLC, a Florida limited liability company

Owner's Address: 309 Timberwood Court, Palm Beach Gardens, FL 33418

Mail Tax Bills to: RGH Investors LLC, a Florida limited liability company
309 Timberwood Court, Palm Beach Gardens, FL 33418

EXHIBIT A

LEGAL DESCRIPTION

For APN/Parcel ID(s): 034-02-0-049-00

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADISON, COUNTY OF DAVIDSON, STATE OF TENNESSEE AND IS DESCRIBED AS FOLLOWS:

LAND LYING IN DAVIDSON COUNTY, TENNESSEE, LOCATED AT 1921 GALLATIN PIKE, MADISON, TENNESSEE BEING TAX PARCEL NO. 34-02-49, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT NO. 2 OF REVISION TO RESUBDIVISION OF LOT 2, SHEPHERD HILLS, SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9700 PAGE 982, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING ON AN IRON PIN (OLD) IN THE SOUTHERLY RIGHT OF WAY OF GALLATIN PIKE AT THE NORTHEAST CORNER OF SANTA FE REALTY PARTNERS, PROPERTY (DEED BOOK 11535 PAGE 102); THENCE, WITH SAID RIGHT OF WAY OF GALLATIN PIKE FOR THE FOLLOWING 2 CALLS: NORTH 57 DEGREES 06 MINUTES 50 SECONDS EAST 73.71' TO AN IRON PIN (OLD); WITH A CURVE TO THE LEFT HAVING A DELTA OF 00 DEGREES 31 MINUTES 43 SECONDS, A RADIUS OF 2,929.00', AN ARC LENGTH OF 27.03', AND A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 48 MINUTES 35 SECONDS EAST 27.03' TO AN IRON PIN (OLD) AT THE SOUTHWEST INTERSECTION OF GALLATIN PIKE AND SHEPHERD HILLS DRIVE; THENCE, WITH A CURVE TO THE RIGHT HAVING A DELTA OF 98 DEGREES 44 MINUTES 55 SECONDS, A RADIUS OF 25.00', AN ARC LENGTH OF 43.09', AND A CHORD BEARING AND DISTANCE OF SOUTH 74 DEGREES 02 MINUTES 33 SECONDS EAST 37.95' TO AN IRON PIN (OLD) IN THE WESTERLY RIGHT OF WAY OF SHEPHERD HILLS DRIVE; THENCE, WITH SAID RIGHT OF WAY OF SHEPHERD HILLS DRIVE SOUTH 24 DEGREES 47 MINUTES 01 SECONDS EAST 199.45 TO AN IRON PIN (OLD) IN THE EASTERN MOST LINE OF THE ABOVE REFERENCED SANTA FE REALTY PARTNERS PROPERTY; THENCE WITH SANTA FE REALTY PARTNERS FOR THE FOLLOWING 2 CALLS: SOUTH 56 DEGREES 05 MINUTES 49 SECONDS WEST 119.00' TO AN IRON PIN (OLD); NORTH 27 DEGREES 31 MINUTES 48 SECONDS WEST 229.00' TO THE POINT OF BEGINNING.

Being the same property conveyed to Arciterra MW Nashville TN, LLC, an Arizona Limited Liability Company by Special Warranty Deed from Warehouse Properties, G.P., a Tennessee General Partnership (f/k/a Men's Wearhouse Properties, G.P.) of record in Instrument No. 20061207-0151292 Register's Office for Davidson County, Tennessee, dated December 01, 2006 and recorded on December 07, 2006.

As set forth in the Articles of Organization of record in Instrument No. 20140129-0008155, in said register's office, the above said Arciterra MW Nashville TN, LLC, an Arizona Limited Liability Company became known as 1921 Gallatin Pike Nashville TN, LLC.

229748044 v1

VALUE AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF Madison

The actual consideration or value, whichever is greater, for this transfer is $2,550,000.00.

Affiant

Subscribed and sworn to before me this 17th day of December, 2024.

Notary Public

My Commission Expires:_____

ALLEN G KADISH
Notary Public, State of New York
No. 02KA4946891
Qualified in New York County
Commission Expires April 11, 2027

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

United States Securities and Exchange Commission,

Plaintiff,

v.

Jonathan Larmore, et al.,

Defendants, and

Michelle Larmore; Marcia Larmore; CSL Investments, LLC; MML Investments, LLC; Spike Holdings, LLC; and JMMAL Investments, LLC,

Relief Defendants.

No. CV-23-02470-PHX-DLR

ORDER (I) APPROVING (A) THE SALE OF THE REAL PROPERTY SUBJECT TO THE "RIALTO PORTFOLIO" AND LOCATED AT 1921 GALLATIN PIKE NORTH, MADISON, TN 37115 OWNED BY 1921 GALLATIN PIKE NASHVILLE TN, LLC, FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, AND (B) GRANTING RELATED RELIEF

The Court having considered the Receiver's Motion for Orders: (A) approving (i) the Receiver's engagement and compensation of Marcus & Millichap Real Estate Investment Services ("Marcus & Millichap") as broker for the sale of the eleven properties listed on Exhibit 1 to the Motion which are subject to a cross-collateralized secured loan serviced by Rialto Capital Advisors, LLC as the special servicer (collectively, the "Rialto Properties"), and (ii) the proposed sale and auction procedures (the "Sale Procedures") for the sale of the Rialto Properties; (B) approving the sale of the Rialto Properties to a bidder or bidders who submit the highest and best offer for the Rialto Properties at an auction, free and clear of all liens, claims, encumbrances and

interests; and (C) granting related relief [ECF 230] (the "Motion"); and the Court having entered the Order dated October 17, 2024 approving (a) the engagement and compensation of Marcus & Millichap and (b) the Sale Procedures [ECF 246] (the "Sale Procedures Order"); and upon consideration of any and all responses and replies relating to the Motion; and upon finding that due and sufficient notice of the Motion has been given and no other or further notice need be given; and after due deliberation and it appearing that the relief sought in the Motion is in the best interest of the Receivership Estate, its creditors, and other parties in interest,

IT IS HEREBY FOUND, DETERMINED, AND CONCLUDED THAT:[1]

1. This Court has jurisdiction over this matter, the above-captioned defendants and relief defendants, and over the property of each Receivership Estate.

2. The approval of the sale of the Men's Wearhouse (the "Property") to RGH Investors LLC (the "Successful Bidder") in accordance with the terms of the Purchase Agreement annexed hereto as **Exhibit A** is within the sound legal discretion of this Court.

3. It is necessary and appropriate for this Court to retain jurisdiction to, among other things, (a) interpret, implement, and enforce the terms and provisions of this Order, the Purchase Agreement, all amendments to the Purchase Agreement, any waivers and consents under the Purchase Agreement, and each of the agreements executed in connection with the Purchase Agreement and (b) to adjudicate, if necessary, any and all disputes concerning or relating in any way to the sale of the Property, and such jurisdiction is retained.

PROPER NOTICE OF THE MOTION AND AUCTION

4. The Receiver properly provided notice, pursuant to and in accordance with the 28 U.S.C. § 2002, and no other or further notice is necessary or required.

[1] Capitalized, undefined terms shall have the meanings ascribed to them in the Motion.

5. The Receiver has adequately disclosed all material terms and conditions regarding the Sale Procedures, Purchase Agreement, and sale of the Property.

6. The notice provided by the Receiver was in substantial compliance with all applicable laws and satisfied all due process requirements.

7. The notice provided was reasonably calculated to apprise all interested parties of the sale of the Property free and clear of all liens, claims, encumbrances, and other interests.

8. As a result, notice of the Motion, Sale Procedures, Sale Hearing, and Auction and a reasonable opportunity to object or be heard with respect to the foregoing has been afforded to all interested persons and entities, and the notice provided is appropriate and sufficient for all purposes, including the sale of the Property free and clear of all liens, claims, encumbrances, and other interests.

THE AUCTION COMPLIED WITH THE SALE PROCEDURES ORDER AND APPLICABLE LAW

9. Commencing on October 29, 2024 at 12:00 Noon (Eastern Standard Time) and ending on October 31, 2024 at 12:00 Noon (Eastern Standard Time), the Receiver, through RealINSIGHT Marketplace Auction Platform at https://rimarketplace.com (the "Marketplace Auction Platform"), conducted the Auction in accordance with the Sale Procedures Order.

10. The Receiver complied in all material respects with applicable law.

11. The Successful Bidder has confirmed that it did not engage in any collusion in connection with the Auction or the purchase of the Property.

12. The Auction was substantively and procedurally fair to all potential bidders, including the Successful Bidder.

13. The Auction was conducted in good faith.

HIGHEST AND BEST OFFER

14. At the Auction, RGH Investors LLC was selected by the Receiver as the Successful Bidder with a cash offer in the amount of $2,550,000.00 for the Property (the "Successful Bid").

15. A true and correct copy of the Purchase Agreement applicable to the Successful Bidder is attached to this Order as **Exhibit A** and incorporated in this paragraph by reference.

16. The Successful Bidder submitted the highest or otherwise best offer to purchase the Property.

17. Neither the sale of the Property nor the Purchase Agreement violate or are otherwise inconsistent with the Sale Procedures Order, the Sale Procedures, or applicable law.

18. The Successful Bid and Purchase Agreement constitute the highest and best offer for the Property and will provide a greater recovery for each Receivership Estate's creditors than would be provided by any other practical alternative.

19. The Receiver's determination that the Successful Bid and Purchase Agreement constitute the highest and best offer for the Property constitutes a valid and sound exercise of the Receiver's reasonable business judgment.

20. The Successful Bid and Purchase Agreement represent a fair and reasonable offer to purchase the Property under the circumstances of this receivership case.

21. The Receiver's decision to sell the Property to the Successful Bidder pursuant to the Purchase Agreement and this Order is supported by good business reasons and sound justification based upon the Receiver's experience and the circumstances presented in this case.

GOOD FAITH OF THE SUCCESSFUL BIDDER

22. The Successful Bidder is an independent legal entity separate and distinct from the Receiver or any other party to this case. The Successful Bidder is not an affiliate, subsidiary, or other insider of any of the parties to this case or the Receiver. The Successful Bidder has no common equity holders, directors, managers, or officers with any of the parties to this case or the Receiver. The Successful Bidder is not a mere continuation of the Defendants and there is no continuity of enterprise among the parties

to this case or the Receiver. The Successful Bidder is not holding itself out to the public as a continuation of the Defendants or the Receiver.

23. The terms of the sale of the Property, as set forth more specifically in the Purchase Agreement, are fair and reasonable under the circumstances.

24. The sale of the Property to the Successful Bidder in all respects complies with the Sale Procedures, Sale Procedures Order, and applicable law.

25. The Successful Bidder negotiated the terms and conditions of the sale of the Property in good faith and at arm's length.

26. The Successful Bidder entered into the Purchase Agreement and agreement to purchase the Property in good faith and is a good faith purchaser for value.

27. The Successful Bidder will be acting in good faith in closing the sale of the Property pursuant to the Purchase Agreement after entry of this Order.

28. This Court has found that the Successful Bidder has acted in good faith in all respects in connection with this case, the Sale Procedures, the Auction, and the sale of the Property.

NO FRAUDULENT TRANSFER

29. The consideration provided for the Property under the Purchase Agreement: (a) is fair and reasonable; (b) is the highest or otherwise best offer for the Property; and (c) constitutes reasonably equivalent value for the Property.

VALIDITY OF TRANSFER

30. The Receiver's transfer of the Property including fee title to the real property along with this Order will be a legal, valid, and effective transfer of the Property including fee title to the real property and will indefeasibly vest the Successful Bidder with good and valid title in and to the Property free and clear of any Liens (as defined below).

31. The Receiver has full power and authority to execute and consummate the Purchase Agreement and all related documents and is directed to do so, and no consents or approvals (other than those expressly provided for in the Purchase Agreement) are

required to consummate the transactions contemplated by the Purchase Agreement and this Order.

32. The Receiver (i) has all rights and powers with respect to the Receivership Estate, including the Property, (ii) possesses good, valid, and marketable title to the Property, and (iii) has the ability and authority to convey the Property to the Successful Bidder on the terms and conditions set forth in the Purchase Agreement and this Order.

33. The Receiver and Successful Bidder proposed, negotiated, and entered into the Purchase Agreement without collusion, in good faith, and from arm's length bargaining positions.

34. Neither the Receiver nor the Successful Bidder have engaged in any conduct that would cause or permit the Purchase Agreement or transactions contemplated thereby to be avoided or otherwise set aside.

THE SALE IS IN THE BEST INTEREST OF THE RECEIVERSHIP ESTATE AND ITS CREDITORS

35. The approval and consummation of the sale of the Property pursuant to and in accordance with the Purchase Agreement and this Order is in the best interest of the Receivership Estate and its creditors.

NOW, THEREFORE, BASED UPON THE FOREGOING FINDINGS AND THE RECORD BEFORE THIS COURT, IT IS HEREBY

ORDERED that the Motion is GRANTED as set forth in this Order; and it is further

ORDERED that all objections to the Motion concerning the Auction, Successful Bid, Successful Bidder, marketing process employed by the Receiver, Purchase Agreement or otherwise relating to the sale of the Property and relief granted in this Order that have not been withdrawn, waived, resolved, sustained, or settled are expressly denied and overruled in their entirety; and it is further

ORDERED that the Purchase Agreement, as set forth in **Exhibit A** to this Order, is approved in its entirety; and it is further

ORDERED that the Property includes fee title to the real estate, free and clear of all Liens and Encumbrances in accordance with the Purchase Agreement and this Order; and it is further

ORDERED that the Receiver is authorized to take all actions to consummate the sale of the Property pursuant to and in accordance with the Purchase Agreement and this Order, including transferring and conveying the Property to the Successful Bidder; and it is further

ORDERED that the Receiver is authorized, directed, and empowered to consummate and implement fully the Purchase Agreement, together with all additional instruments and documents that may be necessary or desirable to implement and consummate the sale of the Property in accordance with the Purchase Agreement and this Order; and it is further

ORDERED that the Receiver is authorized and directed to take all actions necessary or desirable for the purpose of assigning, transferring, granting, conveying, and conferring the Property to the Successful Bidder; and it is further

ORDERED that, time being of the essence, the Successful Bidder is directed to use its best efforts to close the sale of the Property in accordance with the terms of the Purchase Agreement and this Order, but in no event shall closing occur more than thirty-five (35) days after entry of this Order, unless extended on consent, and in the sole discretion, of the Receiver; and it is further

ORDERED that, in the Receiver's sole discretion, any agreements, documents, or other instruments executed in connection with the Purchase Agreement may be modified, amended, or supplemented by the Receiver and Successful Bidder in accordance with the terms of the Purchase Agreement, without further notice or order of this Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Receivership Estate; and it is further

ORDERED that the transfer of the Property to the Successful Bidder shall be free and clear of any and all liens, encumbrances, claims, charges, defenses, offsets,

recoupments, and interests on the foregoing and against the foregoing of whatever type or description, including, without limitation, the liens and interests of the Lender (as defined in the Motion) (the "Lender's Liens"), tax claims and tax liens (including tax liens for real estate taxes to be paid at Closing), and any restrictions on or conditions to transfer or assignment, liens, mortgages, security interests, pledges, hypothecations, control agreements, equities and other claims and interests having arisen, existed, or accrued prior to and through the Closing Date (as defined in the Purchase Agreement), whether direct or indirect, monetary or non-monetary, arising at law or in equity, contract or tort, absolute or contingent, matured or unmatured, voluntary or involuntary, liquidated or unliquidated, of, by, or against the Property (collectively, the "Liens and Encumbrances"); and it is further

ORDERED that any and all Liens and Encumbrances not satisfied at closing will attach to the net proceeds of the sale of the Property with the same effect, validity, enforceability, and priority as such Liens and Encumbrances had against the Property prior to the sale authorized by this Order, subject to any rights, claims, defenses, and objections of the Receiver and all interested parties with respect to such Liens and Encumbrances; and it is further

ORDERED that the Receiver is authorized to pay the undisputed amounts due and owing to Rialto Capital Advisors, LLC ("Rialto"), as special servicer for the Lender, and upon receipt of payment, the Lender shall be deemed to release any and all Liens and Encumbrances it has on the Property, including the Lender's Liens, and any and all disputed amounts owed to the Lender (in an amount to be determined by Rialto and the Receiver as of the Closing Date) shall be held in a designated segregated account pending further order of the Court, with Lender's Liens attaching to such account; and it is further

ORDERED that the provisions of this Order authorizing the sale of the Property free and clear of any and all Liens and Encumbrances, including the Lender's Liens, shall be, and are, self-executing, and the Receiver and Successful Bidder shall not be required, but are permitted in their discretion, to execute or file releases, termination statements,

assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of the Purchase Agreement and this Order; and it is further

ORDERED that this Order is effective as a determination that any and all Liens and Encumbrances, including the Lender's Liens, will be, and are, without further action by any person or entity, unconditionally released, discharged, and terminated with respect to the Property; and it is further

ORDERED that all persons who hold Liens and Encumbrances, including the Lender's Liens, against the Property are forever estopped and permanently enjoined from asserting or prosecuting any claims or causes of action against the Successful Bidder, its affiliates, successors or assigns, or any of their respective officers, directors, employees, attorneys or advisors, arising out of or in connection with the sale of the Property or any liabilities owed by the above-captioned defendants; and it is further

ORDERED that the transfer of the Property to the Successful Bidder may not be avoided under any applicable law, because the Successful Bidder is providing the Receivership Estates with reasonably equivalent value; and it is further

ORDERED that no party shall have any rights of redemption with respect to the Property; and it is further

ORDERED that all entities that are presently, or upon Closing may be, in possession of some or all of the Property are directed to surrender possession of the Property to the Receiver or the Receiver's designee; and it is further

ORDERED that neither the purchase of the Property nor the subsequent operation of the Property by the Successful Bidder shall cause the Successful Bidder or its affiliates, successors, or assigns or their respective properties to be deemed a successor in any respect of the Receivership Entities' or the above-captioned defendants' business operations within the meaning of any laws, rules, or regulations relating to any tax, revenue, pension, benefit, ERISA, environmental, labor, employment, products liability, or other law, rule, or regulation of any federal, state, or local government; and it is further

ORDERED that, upon Closing, this Order and the documents executed in connection with and pursuant to this Order constitute a full and complete general assignment, conveyance, and transfer of the Property or a deed or a bill of sale transferring good and marketable title in the Property to the Successful Bidder on the Closing Date free and clear of all Liens and Encumbrances, including the Lender's Liens, and each and every federal, state, and local governmental agency or department is directed to accept this Order as such an assignment, deed, or bill of sale or any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement and this Order; and it is further

ORDERED that, if necessary, this Order shall be accepted for recordation on or after the Closing Date as conclusive evidence of the free and clear, unencumbered transfer of title to the Property to the Successful Bidder; and it is further

ORDERED that this Court retains exclusive jurisdiction to (a) enforce and implement the Purchase Agreement and any other agreements, documents, and instruments executed in connection with the Purchase Agreement, (b) compel delivery of possession of the Property (or any part of the Property) to the Successful Bidder, (c) resolve any disputes, controversies, or claims arising out of or relating to the Purchase Agreement, this Order, or the sale of the Property, and (d) interpret, implement, and enforce the provisions of this Order; and it is further

ORDERED that the terms and conditions of the Purchase Agreement and this Order will be binding in all respects upon, and will inure to the benefit of, the Receiver, the Receivership Estate, each of the Receivership Entities, the Successful Bidder, and their respective affiliates, successors and assigns, and any affected third parties; and it is further

ORDERED that, to the extent of any inconsistency between the provisions of any agreements, documents, or other instruments executed in connection with the Purchase Agreement and this Order, the provisions of this Order control; and it is further

ORDERED that the Receiver is authorized to pay Marcus & Millichap its commission in the amount as provided in the engagement agreement approved by the Sale Procedures Order at the Closing of the sale of the Property; and it is further

ORDERED that Michelle Larmore previously filed a limited objection [ECF No. 231], briefing on which continues to be deferred in accordance with an order of the Court [ECF No. 240]; the arguments raised in the limited objection are deemed to apply to the Motion and briefing shall similarly be deferred and subject to the prior order [ECF No. 240]; therefore the limited objection does not affect the entry of this order, or the approval of the transactions or the use of proceeds of sale as directed herein; and it is further

ORDERED that there is no just delay for the implementation of this Order and, for all purposes, this Order shall be a final order upon its entry with respect to the sale of the Property and other relief granted in this Order.

Dated this 21st day of November, 2024.

Douglas L. Rayes
Senior United States District Judge

EXHIBIT A

ACKNOWLEDGMENT OF OFFEROR

The undersigned understands and acknowledges that this document entitled "ASSET PURCHASE AGREEMENT" constitutes a bid, being submitted by the undersigned to Seller identified therein, for Seller's consideration, may be accepted or rejected in the sole discretion of Seller, and may be further subject to court approval. The undersigned specifically acknowledges that this bid was made in connection with a reserve auction, and that a binding contract between the undersigned and Seller will not be created unless and until Seller indicates its acceptance of this bid by executing the attached Asset Purchase Agreement and delivering a copy thereof to the undersigned by facsimile, e-mail, U.S. Mail, overnight or express mail.

OFFEROR:

RGH Investors LLC
a Florida limited liability company

Address: 309 Timberwood Court
Palm Beach Gardens, FL 33418
(561) 459-5300
rsfield@gmail.com

[company name]

By: DocuSigned by: Robert Field BE16C63235FD4FC...

Name: Robert Field

Title: Manager

Date: 10-31-2024

ASSET PURCHASE AGREEMENT
(AUCTION)
([MENS WEARHOUSE (NON-OPERATING ASSET])

This Asset Purchase Agreement (this "**Agreement**") is entered into as of _____ __, 2024 (the "**Effective Date**") by and between between RGH Investors LLC, a Florida limited liability company, and its permitted assigns ("**Buyer**"), and 1921 Gallatin Pike Nashville TN, LLC, f/k/a Arciterra MW Nashville TN, LLC, an Arizona Limited Liability Company (the "**Seller**"), by Allen D. Applbaum as Receiver in the matter of Securities and Exchange Commission v. Jonathan Larmore, et al., Case No. 2:23-cv-02470-PHX-DLR in the United States District Court for the District of Arizona (the "**Receiver**").

WITNESSETH

WHEREAS, the Receiver has been appointed as receiver for Jonathan M. Larmore, ArciTerra Companies, LLC and related entities, including Seller (collectively, the "**Receivership Estates**") pursuant to that certain Order Appointing Receiver and Freezing Assets and Imposing Litigation Injunction dated May 6, 2024 (the "**Receivership Order**") issued by the United States District Court for the District of Arizona (the "**Court**"), Case No. 23-CV-02470-PHX-DLR; and

WHEREAS, pursuant to the Receivership Order, the Receiver is authorized to take and have complete and exclusive control, possession, and custody of all of Seller's rights, title, and interests in the Seller's property; and

WHEREAS, Seller is the owner of that certain real property located at 1921 Gallatin Pike North, Madison, TN 37115 (the "**Real Property**"), together with any buildings and improvements thereon, more particularly described on **Schedule A**-1 annexed hereto and made a part hereof, and related personal property as described on **Schedule A-2** (the "**Personal Property**" and together with the Real Property and the Intangible Property, as hereinafter defined, collectively the "**Property**"), comprising a retail center known as "Men's Wearhouse" (the "**Center**"); and

WHEREAS, the Receiver has determined that it is in the best interests of the Receivership Estates and their beneficiaries to consummate the transactions provided for herein, subject to approval by the Court, and Buyer desires to purchase the Property pursuant to those terms and conditions and this Agreement.

NOW, THEREFORE, in consideration of the premises and the respective undertakings of Seller and Buyer hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, it is hereby agreed as follows:

I.
DEFINITIONS

1.1 Definitions.

For purposes of this Agreement, the following terms have the meanings specified or referenced below.

"**Agreement**" has the meaning set forth in the introductory paragraph.

"**Auction**" shall mean the on-line auction as approved by the Court in the Bidding Procedures Order and conducted on the auction website, *rimarketplace.com* (the "**Website**"), during which the Receiver will consider and determine the highest and best offer for the purchase of the Property.

"**Bidding Procedures Order**" shall mean such Order entered by the Court on _____, 2024 that, *inter alia*: (i) schedules the Auction and Sale Hearing, and (ii) approves bidding procedures for bidders to submit offers for the Property at the Auction.

"**Buyer**" has the meaning set forth in the Preamble to the Agreement.

"**Broker**" shall mean Marcus and Millichap Real Estate Investment Services.

"**Closing**" has the meaning set forth in Section 5.1 of the Agreement.

"**Closing Date**" has the meaning set forth in Section 5.1 of the Agreement.

"**Contracts**" means all leases of furniture, fixtures and equipment, and all contracts, concessionaire and vendor agreements (if applicable), leases, and agreements relating to the ownership, maintenance and/or operation of the Center and/or the Property, copies of which are provided to Buyer with the Due Diligence Materials, together with, as applicable and to the extent in Seller's actual possession (a) all related written warranties and guaranties, and (b) all other contracts, leases, and agreements entered into by Seller after the Effective Date as permitted pursuant to Section 7.1.

"**Court**" means the United States District Court for the District of Arizona.

"**Due Diligence Materials**" means the Contracts, Real Estate Agreements, and any other data, documents or other information supplied by the Receiver, the Receivership Estate, the Broker and their representatives to Buyer in connection with Buyer's purchase and inspection of the Property.

"**Earnest Money**" has the meaning set forth in Section 3.2 of the Agreement.

"**Encumbrances**" means liens, mortgages, pledges, security interests, restrictions, judgments, prior assignments, liabilities, obligations, encumbrances, charges, tenancies, licenses, covenants, successor or transferee liabilities and claims of any and all nature and description whatsoever.

"**Excluded Assets**" means the Excluded Documents, cash, cash equivalents, checks and other funds, including, without limitation, Seller's Accounts Receivable (other than the proration of rent for the Current Month, as set forth in Article XI below), notes, securities and other evidence of indebtedness held at the Center as of the Closing Date, balances on deposit to the credit of Seller with banking institutions (all of which shall be retained by Seller), those Contracts listed in the Service Contract Termination Notice, personal property of tenants in the Center and improvements made by such tenants to the extent the applicable Lease vests ownership of the same in such tenant, and the Center name and website domain (if applicable).

"**Excluded Documents**" means all (a) the corporate minute books and stock registers of Seller, (b) internal memoranda, correspondence, analyses, documents or reports prepared by or for Seller or its Affiliates in connection with the sale of the Property, including, without limitation, tax returns or financial statements of Seller (exclusive of operating statements and the general ledger of the Center and any supporting information which shall be available for review by Buyer) for or in connection with its ownership or operation of the Center and Property, and (c) communications between Seller or any Affiliate and their respective attorneys.

"**Intangible Property**" means all (a) local telephone and facsimile exchange numbers identified exclusively with the Center, (b) transferable certificates (including the certificates of occupancy for the Real Property), licenses, permits and warranties (specifically including all construction and equipment warranties and guarantees) now in effect with respect to the Property, at no cost to Seller, (c) all general intangibles relating to design, development, operation and use of the Center, all rights and work product under construction, service, consulting, engineering, architectural, design and construction agreements (including any warranties contained therein) and other Contracts, and plans and specifications of any portion of the Center, and all development rights and goodwill related to any portion of the Property, (d) the Intellectual Property Rights, and (e) all other intangible property used by Seller exclusively in connection with the ownership and operation of the Center, but excluding the Excluded Assets.

"**Intellectual Property Rights**" means all patents, copyrights, trade secrets, trademarks, trade names, service marks, confidential information and other know-how owned by Seller or its Affiliates or used by Seller or its Affiliates specifically and solely in managing the Center, including but not limited to (a) marketing and management intangibles, (b) all proprietary manuals, instructions, policies, procedures and directives issued by Seller or its Affiliates to its employees at the Center, and (c) Proprietary Marks, and excluding as to all of the foregoing those which are generally relating to the Receivership Entities and their business outside the Center or contain the name "ArciTerra" or a version thereof.

"**Leases**" means those unexpired leases, occupancy or other written agreements entered into with tenants or occupants of the Center, and all amendments, modifications, supplements, renewals, and extensions thereof in the actual possession or control of Seller, copies of which have been provided to Buyer.

"**Licenses**" shall mean licenses, permits, approvals, entitlements, and other governmental authorizations (including, but not limited to, certificates of occupancy, certificates of need, insurance commission approvals, or other approvals, if applicable) issued by a governmental or administrative agency or authority (whether federal, state or local) in Seller's possession or control in connection with the ownership, operation, planning, development, construction, use, or maintenance of the Center.

"**Parties**" refers to the Buyer and Seller together.

"**Permitted Encumbrances**" has the meaning given thereto in Section 6.2.

"**Platform Fee**" has the meaning given thereto in Section 3.1.

"**Proprietary Marks**" means all Center-specific trademarks, service marks, trade names, trade

dress, symbols, logos, slogans, designs, insignia, emblems, devices, distinctive designs of signs, or any other source identifying feature, or combinations thereof, which are used to identify the Center or Seller's, or its Affiliates', services at the Center, or which are used in connection with the operation of the Center, if any, excluding any of the foregoing generally relating to the Receivership Entities and their business outside the Center or containing the name "ArciTerra" or a version thereof.

"**Real Property**" has the meaning set forth in in the Preamble to the Agreement.

"**Receivership Estates**" has the meaning set forth in the Preamble to the Agreement.

"**Reserve Price**" has the meaning set forth in the Addendum to Asset Purchase Agreement attached hereto and made a part hereof.

"**Sale Hearing**" means the hearing date scheduled by the Court to consider and approve the sale of the Property and entry of the Sale Order.

"**Sale Motion**" means that certain motion filed by the Receiver on behalf of the Receivership Estates and Seller seeking entry of the Bidding Procedures Order and Sale Order.

"**Sale Order**" means an Order of the Court authorizing and approving, *inter alia*, the sale of the Property to Buyer on the terms and conditions set forth herein, free and clear of all Encumbrances.

"**Seller**" has the meaning set forth in the introductory paragraph of the Agreement.

II.
AUCTION PROCESS; PURCHASE AND SALE

2.1 Purchased Assets. Subject to the terms and conditions hereof including approval of this Agreement by the Court, Seller shall sell, assign, transfer and convey to Buyer, free and clear of all Encumbrances other than Permitted Encumbrances, Seller's right, title and interest in and to the Property, including:

2.1.1 The Real Property, together with all rights, easements, tenements, and appurtenances pertaining to or inuring to the benefit of Seller or the Real Property;

2.1.2 All improvements, structures and fixtures owned by Seller and placed, constructed on or installed on the Real Property (including buildings, structures, fixtures, and other permanent improvements located thereon or therein, including, without limitation, walkways, driveways, parking lots, plumbing, lighting, electrical, mechanical and HVAC systems, components, equipment and fixtures installed thereon, and all rights, benefits and privileges appurtenant thereto, collectively, the "**Improvements**");

2.1.3 The Leases, with the collected rents prorated through the date of Closing and the credit for security deposits thereon pursuant to Section 11.1.3 herein;

2.1.4 All records, surveys, title notes, title policies, repair histories, equipment and other warranties, termite bonds and reports, environmental studies, leasing information, financial records, architectural and engineering plans, and other instruments and items which relate to the Land,

the Improvements or the Leases, which are in the present possession or control of the Seller (the "**Records**"); and

2.1.5 All Personal Property, Contracts and other Intangible Property, except for those Contracts listed on Exhibit A (the "**Excluded Contracts**").

2.2 Assumption of the Contracts. Buyer or its assignee shall, on and as of the Closing Date, at its sole cost and expense, assume and agree to pay all sums and perform, fulfill and comply with all other covenants and obligations which are to be paid, performed and complied with by Seller under the Contracts, except for the Excluded Contracts, which first arise or accrue on and after the Closing Date.

2.3 Assumption of the Leases. Buyer or its assignee shall, on and as of the Closing Date, at its sole cost and expense, assume and agree to perform, fulfill and comply with all covenants and obligations which are to be performed and complied with by Seller under the Leases which first arise or accrue on and after the Closing Date.

2.4 Auction Sale/Process. Seller may select the winning bid the Auction in its sole and absolute discretion. No obligation to sell shall be binding on Seller unless and until this Agreement is counter-signed by Seller. Seller may rescind any oral acceptance of a winning bid prior to the execution and delivery of this Agreement to Buyer for any reason, including but not limited to, the receipt of a subsequent higher bid or offer to purchase whether such higher bid or offer to purchase was received pursuant to the Terms and Conditions (defined in Section 2.4.1, below) or otherwise.

2.4.1 Auction Terms and Conditions. Buyer represents and warrants that it has received, read and accepts all terms and conditions pertaining to the sale of the Property (the "**Terms and Conditions**"), which have been made available on the Website, and which Terms and Conditions are incorporated herein by reference. In the event of any conflict or inconsistency between the Terms and Conditions and this Agreement, this Agreement shall control and prevail in all respects.

III.
PURCHASE PRICE AND EARNEST MONEY

3.1 Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be the highest and best sale price for the Property established at the conclusion of the Auction (subject to the provisions of Section 2.4 of this Agreement) and shall be subject to the Reserve Price. The Purchase Price as determined at the Auction is: Two Million Five Hundred Fifty Thousand and 00/100 Dollars ($2,550,000.00). The Purchase Price shall be payable by wire transfer in immediately available funds to the Title Company for disbursement to Seller or as Seller directs at Closing. The Buyer must also pay the "Platform Fee" as directed on the Website. The Platform Fee is the greater of Five Percent (5%) of the Purchase Price or $25,000.00. The Platform Fee is One Hundred Twenty Seven Thousand Five Hundred and No/100 U.S. Dollars ($127,500.00).

3.2 Earnest Money. An earnest money deposit in the amount of ten percent (10%) of the Purchase Price, or Two Hundred Fifty Five Thousand and 00/100 Dollars ($255,000.00) (the "**Earnest Money**") shall be deposited by wire transfer in escrow

with Chicago Title NCS California, 3780 Kilroy Airport Way, Suite 100, Long Beach, CA 90806; attention Jody Kelly, 213-330-3027, Jody.Kelly@ctt.com (the "**Title Company**") no later than one (1) day following the Auction (even if the sale is subject to confirmation).

3.3 Transfer Taxes. All transfer taxes (including, without limitation, real estate transfer taxes) shall be paid by Buyer at Closing.

3.4 Allocation of Purchase Price. Seller and Buyer have agreed upon an allocation of the Purchase (the "**Allocated Purchase Price**"), among the Real Property, Personal Property and Intangible Property, as set forth on Exhibit B.

IV.
SALE SUBJECT TO APPROVAL OF THE COURT

4.1 Sale Motion. In connection with the transactions contemplated by this Agreement, the Receiver shall accept only the "highest and best" offer for the Property (in Receiver's discretion and as approved in the Auction). The Parties acknowledge it is a condition precedent to the Closing that Receiver obtain approval of the sale from the Court. Upon execution of this Agreement by each of the Parties and receipt of the Earnest Money as set forth in section 3.2, the Receiver, on behalf of the Receivership Estates and Seller, shall seek entry of the Sale Order approving this Agreement by the Court.

4.2 Intentionally Omitted.

4.3 Consent to Court Jurisdiction. By executing this Agreement, Buyer shall have deemed to have consented to the Court's jurisdiction. The Court shall be the exclusive forum for any disputes arising in connection with this Agreement and any other agreements relating to purchase of the Property.

4.4 Intentionally Omitted.

4.5 Intentionally Omitted.

4.6 No Contingencies. There is no contingency of any kind or nature that will permit the Buyer to withdraw its bid and receive a return of the Earnest Money other than (a) the Court's denial of the Sale Motion or (b) the Receiver's inability to deliver insurable title to the Real Property (the "**Excluded Contingencies**"). The Receiver shall have the right in his sole and absolute option to adjourn the Closing in order to obtain approval of the Sale Motion and remedy any defect to title. The failure to Close for any reason whatsoever, except the Excluded Contingencies, will result in the Receiver retaining the Earnest Money and the termination of the Buyer's right to acquire the Property. The Buyer shall have no recourse to any other property or assets of the Receiver and the Receivership Estate, which shall be exempt from levy, execution or other enforcement procedure for the satisfaction of Buyer's remedies. The provisions of this section will survive the Closing.

4.7 Sale Free and Clear of Encumbrances. Except to the extent specifically provided for in this Agreement, the Sale Order shall provide that the Property shall be sold and conveyed to the Buyer at the Closing free and clear of any and all Encumbrances, except for Permitted Encumbrances.

V.
CLOSING

5.1 Time and Place of Closing. The closing of the purchase and sale of the Property (the "**Closing**") pursuant to this Agreement shall take place within thirty-five (35) days immediately following the entry of the Sale Order (the "**Closing Date**"), it being expressly understood by the Parties that time is of the essence. Failure to consummate the Closing shall not result in the termination of this Agreement or relieve Buyer of any obligation hereunder. Notwithstanding the actual time of Closing on the Closing Date, the Closing shall be deemed, for accounting and financial reporting purposes, to have occurred as of 12:00:01 a.m. on the Closing Date. The Closing shall be held by remote escrow through the office of the Title Company, or at such other location as may be acceptable to the Parties.

5.2 Seller's Deliveries at Closing. At the Closing, the Seller shall cause to be delivered to the Title Company (unless otherwise noted herein) the items, documents and instruments in the form specified herein, each being duly executed and acknowledged, and in recordable form, where required:

5.2.1.1. A receiver's deed (the "**Deed**") conveying fee simple title to the Property to Buyer, free and clear of all Encumbrances excepting only the Permitted Encumbrances, in the form of Exhibit C attached to this Agreement and made a part hereof;

5.2.1.2. An Assignment and Assumption of the Leases (the "**Lease Assignment**"), in the form of Exhibit D attached to this Agreement and made a part hereof, assigning and conveying to Buyer, at no cost or expense to Seller, and without representation or warranty, all of Seller's right, title and interest in the Leases;

5.2.1.3. A Bill of Sale, in the form and substance reasonably acceptable to Buyer and Seller, executed by Seller, assigning, conveying and transferring to Buyer the Personal Property (the "**Bill of Sale**"), in the form of Exhibit E attached to this Agreement and made a part hereof;

5.2.1.4. An Assignment and Assumption of Intangible Property, in the form and substance reasonably acceptable to Buyer and Seller, executed by Seller, assigning and conveying to Buyer, at no cost or expense to Seller, and without representation or warranty, all of Seller's right, title and interest in the Intangible Property ("**Assignment of Intangibles**"), in the form of Exhibit F attached to this Agreement and made a part hereof;

5.2.1.5. An Assignment and Assumption of Contracts, in the form and substance reasonably acceptable to Buyer and Seller, executed by Seller, assigning and conveying to Buyer, at no cost or expense to Seller, and without representation or warranty, all of Seller's right, title and interest in the Contracts ("**Assignment of Contracts**"), in the form of Exhibit G attached to this Agreement and made a part hereof;

5.2.1.6. The Title Company's standard form of owner's affidavit dated as of the Closing Date, provided that any representation made therein shall be to the Receiver's actual knowledge only (without investigation) and that such affidavit shall contain no surviving indemnity obligations (other than, if any, in connection with loss resulting from an inaccuracy in any

representation in such affidavit resulting from a failure by the Receiver to disclose information of which it was actually aware);

5.2.1.7. An affidavit stating that Seller is not a "foreign person" within the meaning of Section 1445(0)(3) of the Internal Revenue Code of 1986, in the form of Exhibit H attached to this Agreement and made a part hereof;

5.2.1.8. Customary documents sufficient to cause the Title Company to issue its policy of title insurance without exception for any lien or claim for brokerage services as of the Closing Date, subject only to the Permitted Encumbrances, including customary and recordable discharges of monetary liens to be satisfied out of Closing proceeds;

5.2.1.9. Counterparts of a closing statement (the "**Closing Statement**") summarizing all adjustments in respect of the Purchase Price made at the Closing;

5.2.1.10. Requisite notices to the tenant under any Lease as may be required under such Lease, advising of the change in identity and address of the Landlord thereunder;

5.2.1.11. The Sale Order;

5.2.1.12. A rent roll dated as of the Closing Date containing the name of each tenant under each Lease, the space rented, the rent and other charges payable, and any security deposit or advance payments or refundable fees;

5.2.1.13. Any and all other documents described in this Agreement, required by law, or otherwise customary, necessary or appropriate to consummate and evidence the transaction contemplated hereby; and

5.2.1.14. All keys to the Property, if applicable, which are in the possession or control of Seller (which will be available at the Center).

5.3 Buyer's Deliveries at Closing. At the Closing, the Buyer shall cause to be delivered to Seller or the Title Company:

5.3.1.1. The Purchase Price, less the Earnest Money deposited;

5.3.1.2. Counterparts of the following documents, duly executed by Buyer: (i) Closing Statement; (ii) Lease Assignment;(iii) Assignment of Intangibles; and (iv) Assignment of Contracts;

5.3.1.3. A copy of resolutions, consents or other evidence satisfactory to Seller which authorize the transactions contemplated by this Agreement and the execution of this Agreement and the documents, instruments and agreements to be executed and delivered by Buyer pursuant hereto, together with, if necessary, proof as to the authority of the person(s) executing and delivering this Agreement and such documents, instruments and agreements on behalf of Buyer; and

5.3.1.4. Any and all other documents described in this Agreement, required by law, or otherwise necessary or appropriate to consummate and evidence the transaction contemplated hereby.

VI.
PROPERTY CONVEYED "AS-IS"

6.1 No Representations or Warranties. The Receiver, his Broker and their representatives and professionals have not made and do not make any representations or warranties as to the physical (including without limitation environmental) condition, expenses, operations, value of the Property, or any other matter or thing affecting or related to the Property or this sale, which might be pertinent to the purchase of the Property. Buyer hereby expressly agrees and acknowledges that no such representations or warranties, express or implied, have been made. The Receiver, the Broker and their representatives and professionals shall not be liable or bound in any manner by expressed or implied warranties, guarantees, promises, statements, representations or information pertaining to the Property, made or furnished by the Broker or the Receiver or any real estate broker, agent, employee, servant or other person or professional representing or purporting to represent the Broker or the Receiver unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth in writing within this Agreement.

6.2 "As Is", "Where Is", "With All Faults". The Real Property is being sold **"AS IS", "WHERE IS", "WITH ALL FAULTS"**, without any representations, covenants, guarantees or warranties of any kind or nature, and free and clear of any Encumbrances (other than Permitted Encumbrances), with such Encumbrances, if any, to attach to the proceeds of sale in such order and priority as they existed immediately prior to the Closing, and the sale of the Real Property is subject to, among other things (a) any state of facts that an accurate survey may show; (b) any covenants, restrictions and easements of record and any other matters set forth as exceptions to title in any title commitment obtained Buyer, other than monetary liens to be discharged at Closing from closing proceeds; (c) any state of facts a physical inspection may show; (d) any building or zoning ordinances or other applicable municipal regulations and violations thereof; (e) environmental conditions; (f) rights of parties in possession pursuant to Leases which are disclosed to Buyer; and (g) governmental laws, regulations, statutes, codes, ordinances and restrictions now or hereafter in effect to the extent affecting or applicable to the Real Property, including, without limitation, zoning ordinances (and amendments and additions relating thereto), the Americans with Disabilities Act of 1990, as amended, and any other laws or regulations applicable to the operation of the Property; (h) liens for taxes not yet payable, and (i) any liens resulting from the actions or omissions of the Buyer (the matters in the foregoing clauses (a) through (i), each and collectively, "**Permitted Encumbrances**").

6.3 Due Diligence. By delivering its Earnest Money, Buyer acknowledges that it had the opportunity to review and inspect the Property, the state of title thereof and laws, rules and regulations applicable thereto, and will rely solely thereon and on its own independent investigations and inspections of the Property in executing this Agreement. Neither the Broker, the Receiver nor any of their representatives or professionals makes any representations or warranties with respect to the permissible uses of the Property including, but not limited to, the zoning of the Real Property. The Real Property will be sold subject to any and all violations or conditions requiring corrective action. The Receiver, the Receivership Estates, including the Seller, the Broker and their representatives and professionals, make no representations or warranties as to the truth, accuracy or completeness of the Due Diligence Materials (*e.g.*, that such materials are complete, accurate or the final version thereof, or that all such materials are in Seller's possession), and shall have no obligation to revise, update or augment such materials. It is the Parties' express understanding and agreement that the Due Diligence Materials are provided only for Buyer's convenience in making its own examination and determination as to whether it wishes to purchase the Property, and, in doing so, Buyer shall rely

exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by the Receiver, the Receivership Estates, the Seller, Broker and their representatives and professionals. Buyer expressly disclaims any intent to rely on any such materials provided to it in connection with this Agreement and the purchase of the Property and agrees that it shall rely solely on its own independently developed or verified information.

6.4 The Receiver shall not be obligated to deliver at closing a Certificate of Occupancy, Certificate of Completion or any equivalent local document for the Real Property and/or any and all changes or additions thereto that would require a Certificate of Occupancy or Certificate of Completion.

6.5 If the Receiver is unable to deliver the Real Property in accordance with the terms and conditions of this Agreement for any reason whatsoever, the Receiver's only obligation will be to refund the Earnest Money, without interest, to the Buyer and, upon such refund, the Buyer shall have no claim or recourse against the Receiver, the Receivership Estates, the Broker or their representatives and professionals and shall have no further rights under this Agreement.

6.6 Buyer agrees, except to the extent required by applicable law, not to submit any reports, studies or other documents or information to any governmental agency prior to the Closing unless first approved by Seller, such approval not to be unreasonably conditioned, withheld or delayed. Specifically, Seller may object to any disclosure of adverse information or documentation relating to the Property. To the extent Buyer claims any disclosure is required by applicable law, Buyer shall afford Seller a reasonable opportunity to evaluate such claim and make any legal objection Seller is permitted by such law to make.

6.7 From and after the Closing, Buyer shall protect, defend, indemnify and hold the Receiver, the Receivership Estates, including the Seller, its member(s), affiliates and subsidiaries, and their respective members, partners, directors, officers, participants, employees and agents, free and harmless from and against any and all claims, including, without limitation, investigatory expenses, clean-up costs and reasonable attorneys' fees and related court costs of whatever kind or nature arising from or in any way connected with the physical condition of the Property or any other aspect of the Property, which first arise or accrue after the Closing. Buyer's obligations of indemnity set forth herein shall expressly survive the Closing hereof.

VII.
CONDITION; CASUALTY

7.1 Until the Closing, Seller or Seller's agent shall operate and maintain the Property in a businesslike manner, subject to and in accordance with the terms of the Leases. Notwithstanding the foregoing, prior to the Closing, (i) Seller shall not enter into any new lease or amend or terminate any existing Lease or (ii) enter into any new service contract relating to the operation of the Property that will be binding on the Buyer or the Property after the Closing, without the prior written consent of Buyer (such consent not to be unreasonably, withheld, delayed or conditioned).

7.2 If, prior to the Closing, a material portion of the Land or Improvements is materially damaged or is destroyed, or is taken under power of eminent domain (or any entity having condemnation authority shall take any steps preliminary thereto), then Seller shall promptly deliver to Buyer written notice thereof and Buyer shall be entitled, as its sole remedy, to terminate this Agreement

and receive a prompt refund of the Earnest Money upon written notice to Seller given prior to Closing. In the event that Buyer does not terminate this Agreement pursuant to the immediately preceding sentence, Buyer shall close this transaction on the date and at the Purchase Price herein agreed, and Seller will assign to Buyer Seller's right in and to any insurance proceeds payable in connection with the casualty or Seller's portion of any condemnation award, as the case may be, up to the amount of the Purchase Price. For purposes of this **section,** a **"material portion"** of the Land or Improvements shall mean that portion which, if damaged, destroyed, taken or condemned, would (i) eliminate access to any portion of the remainder to which access is available as of the date of this Agreement, (ii) cause any non-compliance with any applicable law, ordinance, rule or regulation of any federal, state or local authority or governmental agency having jurisdiction over the Land, (iii) materially breach any reciprocal easement agreement, covenant or similar agreement with or obligation to a third party, (iv) materially adversely reduce Buyer's expected economic return from its contemplated ownership or operation of the Center or materially reduce the market value of the Land or Improvements as a result thereof or (v) allow any tenant to terminate its Lease prior to its stated expiration (unless such right is included in an existing Lease or is otherwise required by applicable law).

VIII.
REPRESENTATIONS AND WARRANTIES

8.1 Buyer warrants and represents to Seller as follows:

8.1.1 Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida.

8.1.2 Buyer has full power and authority to enter into this Agreement and perform its obligations hereunder in accordance with the terms hereof. The execution, delivery and performance of this Agreement by Buyer and the documents to be executed by Buyer pursuant hereto have been duly and validly authorized by all necessary action on the part of Buyer, and this Agreement and any other such documents executed by Buyer document shall constitute the valid, binding obligation and agreement of Buyer, enforceable against Buyer in accordance with their respective terms. No bankruptcy, insolvency, reorganization, arrangement or moratorium proceeding or allegation of fraudulent conveyance is now pending or threatened against Buyer.

8.2 Such representations and warranties, shall survive the Closing hereof until six (6) months after the date of Closing. Any claim not asserted in writing by Seller or Buyer within such period shall lapse and be forever null and void.

IX.
CONDITIONS TO CLOSING

9.1 Seller's Obligation to Close. The obligation of Seller to close under this Agreement is expressly conditioned upon the fulfillment by and as of the Closing Date of each of the conditions listed below, provided that Seller, at its election, may waive all or any of such conditions except the entry of the Sale Order.

9.1.1 Buyer shall have paid to Seller the Purchase Price required under this Agreement and all other amounts due to Seller hereunder.

9.1.2 All representations and warranties of Buyer set forth herein shall be true and correct in all material respects on and as of the Closing Date as if made on and as of such date.

9.1.3 Buyer shall have executed and/or delivered or caused to be delivered at Closing all documents and executed counterparts of documents and instruments required by this Agreement to be executed and/or delivered by Buyer and shall have taken all other actions and fulfilled all other covenants and conditions required of Buyer under this Agreement in all material respects.

9.1.4 Buyer shall have supplied all replacement insurance required of landlord under the Leases and shall otherwise be in a position to assume all of landlord's obligations thereunder. Buyer shall provide at Closing customary Certificates of Insurance evidencing all required coverage.

9.1.5 The transaction contemplated by this Agreement shall be approved by the Court and the Sale Order shall have been entered.

9.2 Buyer's Obligation to Close. The obligation of Buyer to close under this Agreement is expressly conditioned upon the fulfillment by and as of the Closing Date of each of the conditions listed below, provided that Buyer, at its election, may either (i) terminate this Agreement and receive a refund of its Earnest Money if any such condition is not satisfied as of the Closing Date or (ii) waive all or any of such conditions (other than section 9.2.1), which election shall be conclusively evidenced by Buyer's proceeding with and completing the Closing of the transaction provided for herein:

9.2.1 The transaction contemplated by this Agreement shall be approved by the Court as evidenced by entry of the Sale Order.

9.2.2 Seller shall have executed and/or delivered or caused to be delivered at Closing all of the documents and executed counterparts of documents and instruments required by this Agreement to be executed and/or delivered by Seller.

9.2.3 Title Company shall be prepared to issue to Buyer an owner's policy of title insurance for the Property in an amount equal to the Purchase Price.

X.
COSTS

10.1 Buyer will pay the following costs of Closing this transaction:

10.1.1 the fees and disbursements of its counsel, inspecting architect and engineer, surveyor, environmental consultants and other consultants and agents, if any;

10.1.2 any fees incurred in connection with any Survey;

10.1.3 all expenses pertaining to any financing obtained by Buyer;

10.1.4 all recording fees, transfer taxes and intangible taxes;

10.1.5 any escrow or Closing fees; and

10.1.6 the cost of any owner's and lender's title insurance policy(ies), including any extended coverage title insurance policy or endorsements issued in connection with this Agreement or the transaction contemplated hereby.

10.2 Seller will pay the following costs of Closing this transaction:

10.2.1 fees and disbursements of Seller's counsel.

XI.
PRORATIONS

11.1 The following provisions shall govern the apportionment of income and expenses with respect to the Property between Seller and Buyer:

11.1.1 Seller shall arrange for final meter readings on all utilities at the Property to be taken prior to the Closing Date. Seller shall be responsible for the payment of utilities used through the day preceding the Closing Date and Buyer shall be responsible for the payment of utilities used on or after the Closing Date. With respect to any utility for which there is no meter, the expenses for such utility shall be prorated between Seller and Buyer at Closing based upon the most current bill for such utility. Buyer shall use reasonable efforts to cause the transfer of utility company accounts from Seller to Buyer on the Closing Date, provided that the same shall be transferred within not later than thirty (30) days thereafter in any event. All deposits with utility companies will be returned to Seller upon Buyer's receipt of the same.

11.1.2 Real estate taxes (including ad valorem and equivalent taxes) and assessments assessed prior to the Closing Date shall be prorated between the Buyer and the Seller as of the Closing Date. Seller shall pay, or Buyer shall receive a credit against the Purchase Price for, all taxes and assessments assessed in and for 2023, regardless of the date of assessment, and payable in 2024, and its proportionate share of the taxes and assessments assessed in 2024, and payable in 2025, based on the number of days in 2024 that Seller owned the Property. Thereafter, Seller shall have no further liability to pay taxes or assessments due after the Closing Date. If at the time of Closing the tax assessment for the Property for the succeeding year has been completed, taxes payable shall be computed based on the current tax assessment. If at the time of Closing the tax assessment for the Property for the succeeding year has not been completed, the taxes payable shall be assumed to be the same as the prior year for the purpose of such proration and credit for due but unpaid taxes, and this shall be a final settlement.

11.1.3 Lease rents (including, without limitation, all tenant reimbursement obligations related to taxes, common area expenses, operating expenses and/or additional charges of any nature to the extent applicable under any Lease) shall be pro-rated between Seller and Buyer as of the Closing Date. Lease rents that Buyer (and/or its property manager) receives after the Closing Date shall be promptly remitted if any, to Seller to the extent any pre-Closing Date Lease rents under such tenant's Lease remains unpaid. All prepaid rents and other income from the Property shall be credited to Buyer at Closing to the extent same is attributable to a period of time after Closing.

11.1.4 To the extent not specifically addressed above, all obligations for taxes, common area expenses, operating expenses or additional charges of any nature related to the Property will be pro-rated between Seller and the Buyer as of the Closing Date. If the actual amount of such

amounts is not known as of such date, the proration at the Closing will be on an equitable basis and will be based on the most current and accurate billing information available. If, upon receipt of the actual bills, such proration proves to be inaccurate, then Seller and Buyer (and/or its property manager) shall correct the proration as soon as possible and make the appropriate payments to reflect same, provided that no payments shall be made to the extent the amount thereof is less than $2,000.00 in the aggregate. For the avoidance of doubt, the foregoing shall include all obligations and liabilities (for services and materials ordered, or otherwise in the ordinary course of business) and accounts payable for the Center and the Real Property owing as of the Closing Date for merchandise, equipment, supplies and other materials and services paid, incurred or ordered shall be paid by Seller.

11.1.5 The pro-rations described in this Section shall be made as of 12:00 a.m. EST on the Closing Date, as if Buyer were vested with title to the Property during the entire day upon which Closing occurs. All pro-rations described in this Section shall be effectuated by increasing or decreasing, as the case may be, the amount of cash to be paid by Buyer to Seller at Closing. Seller and Buyer (and/or its property manager) agree to adjust between themselves after Closing, as promptly as practicable, any errors or omissions in the pro-rations made at Closing.

11.1.6 All of Seller's Accounts Receivable shall be and remain the property of Seller subsequent to the Closing of the transaction contemplated hereby. At the Closing, Seller shall prepare a list of its outstanding Seller's Accounts Receivable as of the Closing Date, specifying the name of each account and the amount due to Seller. Buyer (and/or its property manager) shall hold in trust for Seller any funds which are received by Buyer (and/or its property manager) as payment of such accounts receivable, i.e., if Buyer (and/or its property manager) actually collects any such amounts; and Buyer (and/or its property manager) shall pay the monies collected in respect thereof (net of actual collection costs and costs owed to Buyer) to Seller at the end of each calendar month, accompanied by a statement showing the amount collected on each such account. Other than the foregoing, Buyer shall have no obligation with respect to any such account, and Buyer shall not be required to take any legal proceeding or action to effect collection on behalf of Seller. It is the intention of Buyer and Seller that although all Seller's Accounts Receivable shall be and remain the property of Seller, nevertheless, if any such accounts are paid to Buyer (and/or its property manager), then it/they shall collect same, deduct any costs owed to Buyer (and/or its property manager) and remit to Seller in the manner above provided. Notwithstanding anything to the contrary herein, all sums collected by Buyer (and/or its property manager) will be credited first to current amounts due to Buyer, and thereafter to amounts due Seller. Seller will not be entitled to enforce collection of the accounts receivable which are owed to Seller, except with respect to tenants who no longer lease any portion of the Property.

11.1.7 The provisions of this Section shall survive Closing.

XII.
INTENTIONALLY OMITTED

XIII.
DEFAULT AND REMEDIES

13.1 If Buyer is not then in default hereunder, and Seller fails to close the transaction contemplated hereby, Buyer shall be entitled, as its sole and exclusive remedy, to terminate this

Agreement by giving written notice of termination and receive a full and immediate refund of any and all Earnest Money previously deposited.

13.2 If Buyer fails to close the transaction contemplated hereby for any reason other than the Excluded Contingencies, Seller shall be entitled to receive the Earnest Money as liquidated damages; provided Seller does not waive and, in particular, reserves any rights against and indemnities from Buyer which are herein intended to survive the termination of this Agreement pursuant to the express provisions hereof. Seller and Buyer recognize and agree that, under the circumstances existing as of the date of execution of this Agreement, the liquidated damages set forth above are a reasonable estimate of the damages which Seller would incur as a result of such a failure and are reasonable in the context of the transaction in which a complete measure of damages is not feasible.

13.3 The provisions of this Article XII shall survive the termination of this Agreement.

XIV.
NOTICES

14.1 Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be given and received (a) upon receipt if hand delivered, (b) the following business day after being sent by recognized overnight courier service, or (c) the date sent by electronic mail (including, without limitation, by PDF) shall be deemed given when sent, provided any such notice by electronic mail is sent on a business day during regular business hours (otherwise it shall be deemed received on the following business day). All notices shall be addressed as follows:

IF TO SELLER:

1921 Gallatin Pike Nashville TN, LLC
c/o Allen D. Applbaum, Receiver
StoneTurn
17 State Street, 2nd Floor
New York, New York 1004
Tel. (212) 430-3449
Email: aapplbaum@stoneturn.com

And

StoneTurn
6429 Wilshire Blvd, Suite 880
Los Angeles, California 90048
Attn: Randall Coxworth
Tel. (213) 459-1859
Email: rcoxworth@stoneturn.com

WITH A COPY TO:

Archer & Greiner, P.C.
1025 Laurel Oak Road
Voorhees, New Jersey 08043
Attn: Jawad H. Salah
Tel. (856) 673-7143
Email: jsalah@archerlaw.com

And

Archer & Greiner, P.C.
1211 Avenue of the Americas
New York, New York 10036
Attn: Allen G. Kadish
Gerard DiConza
Tel. (212) 682-4940
Email: akadish@archerlaw.com
gdiconza@archerlaw.com

IF TO BUYER:

RGH Investors LLC
309 Timberwood Court
Palm Beach Gardens, FL 33418
Attn: Robert Field
Email: rsfield@gmail.com

WITH A COPY TO:

Attn:
Email:

14.2 The addresses and addressees for the purpose of this article may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

XV.
ESCROW INSTRUCTIONS

15.1 Upon execution of this Agreement, the Parties shall deliver an executed counterpart of this Agreement to the Title Company to serve as the instructions to the Title Company as the escrow holder for consummation of the transaction contemplated herein. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be required by the Title Company to comply with the terms of this Agreement, provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall prevail as between Buyer and Seller.

XVI.
MISCELLANEOUS

16.1 This Agreement, together with the exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the Parties with respect to the subject matter hereof, and no alteration or modification hereof shall be binding unless in writing and signed by both Parties.

16.2 If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

16.3 This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

16.4 Buyer may not assign this Agreement without first obtaining Seller's written consent, except that, to the extent permissible under (or not prohibited by) the Sale Order, Buyer may assign this Agreement to an entity controlled by, controlling or under common control with Buyer. Any assignment in contravention of this provision shall be void. No assignment shall release the Buyer herein named from any obligation or liability under this Agreement. Any permitted assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder, as if the assignee were the original signatory hereto.

16.5 Subject to the limitations of **Section 16.4,** this Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their successors and permitted assigns.

16.6 Buyer shall make no public disclosure of the terms of this transaction without the prior written consent of Seller unless legally compelled to do so (by deposition, interrogatory, request for documents, subpoena, civil investigation, court order or demand or similar process or by law), except that Buyer may discuss the transaction in confidence with its members, attorneys, lenders, representatives, agents, contractors, proposed joint ventures or prospective mortgagees.

16.7 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

16.8 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. The term "prevailing party" as used in this Agreement shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise (and regardless of whether formal litigation is commenced).

16.9 Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest.

16.10 Time is of the essence in this Agreement.

16.11 This Agreement may be executed and delivered in any number of counterparts, and/or by email (.pdf format) or by facsimile each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

16.12 Buyer and Seller agree not to record this Agreement or any memorandum hereof.

16.13 If as a result of any tax protest or otherwise any refund or reduction of any real property or other tax or assessment relating to the Property during the period for which, under the terms of this Agreement, Seller is responsible, Seller shall be entitled to receive or retain such refund or the benefit of such reduction, less equitable prorated costs of collection.

16.14 Buyer agrees that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, member, shareholder, partner, principal, parent, subsidiary or other affiliate of the Receiver, the Receivership Estates, and Seller (collectively, the "**Seller's Affiliates**"), arising out of or in connection with this Agreement or the transactions contemplated hereby. Buyer agrees to look solely to Seller's assets directly attributable to the Property (including any consideration received by Seller from the sale of all or any part thereof) for the satisfaction of Seller's liability or obligation arising under this Agreement or the transaction contemplated hereby, or for the performance of any of the covenants, warranties or other agreements of Seller contained herein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any of the Seller's Affiliates with respect to any matters arising out of or in connection with this Agreement or the transactions contemplated hereby.

16.15 The formal tender of an executed Deed by Seller is hereby waived, but nothing herein contained shall be construed as a waiver of Seller's obligation to deliver the Deed and/or of the concurrent obligation of Buyer to pay the portion of the Purchase Price payable at Closing, if any.

16.16 The parties each agree to do such other and further acts and things, and to execute and deliver such instruments and documents (not creating any obligations additional to those otherwise imposed by this Agreement) as either may reasonably request from time to time, whether at or after the Closing, in furtherance of the purposes of this Agreement. The provisions of this Section 16.16 shall survive the Closing.

16.17 THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PROPERTY, THE CONVEYANCE INSTRUMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS TRANSACTION AND SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT.

[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as of the date first above written.

"SELLER"

1921 Gallatin Pike Nashville TN, LLC,

f/k/a Arciterra MW Nashville TN, LLC, an Arizona Limited Liability Company

By: _____

Allen D. Applbaum as Receiver in the matter of Securities and Exchange Commission v. Jonathan Larmore, et al., Case No. 2:23-cv-02470-PHX-DLR in the United States District Court for the District of Arizona

"BUYER"

RGH Investors LLC

[INSERT] a Florida limited liability company

By: DocuSigned by: Robert Field BE16C63235FD4FC...

Name: Robert Field

Title: Manager

EXECUTED by the Title Company the ____ day of _____, 2024, for the purposes of acknowledging receipt of the Earnest Money and agreeing to the provisions relating to the rights and obligations of the Title Company, as set forth herein.

Chicago Title Insurance Company

By: _____

Name: _____

Title: _____

ADDENDUM TO ASSET PURCHASE AGREEMENT
"SUBJECT TO"

This Addendum to Asset Purchase Agreement (this "Addendum"), is entered into by and between Seller and Purchaser(s), who are parties to that certain Asset Purchase Agreement dated as of the date last signed by the parties (the "Agreement").

This is a reserve auction and all Properties have a reserve price ("Reserve Price"), meaning the Seller for each Property can accept or reject any bid and has also established an unpublished, minimum selling price. The starting bid is not the Reserve Price. In order to become the winning Bidder for a Property, a Bidder must meet or exceed the Reserve Price and have the highest bid, and such highest bid shall be accepted or rejected in the sole discretion of Seller, and may be further subject to court approval. Purchaser(s) and Seller agree that Seller may terminate the Agreement, in Seller's sole and absolute discretion, in the event Seller or the court does not approve the sale. Seller shall make such election by providing written notice to Purchaser(s) by electronic mail, overnight courier (FedEx, UPS or USPS Express Mail) or registered mail (return receipt requested) ("Notice"), with said Notice deemed given upon the date of sending of such Notice.

If Seller elects NOT to approve the transaction and elects to reject the Agreement and terminate the escrow and transaction, Title Company (as that term is defined in the Agreement) shall return to Purchaser(s) any Earnest Money Deposit given by Purchaser(s) to Title Company, such return contingent upon the Title Company's confirmation of the Earnest Money Deposit having been received as "good funds" and in accordance with the terms of the Agreement. Seller or Seller's representative is authorized to provide the necessary instruction to the Title Company directing the Title Company to return to Purchaser(s) any Earnest Money Deposit given by Purchaser(s) to Title Company and Title Company shall release such monies to Purchaser(s) pursuant to this Addendum. Effective upon release of the Earnest Money Deposit to Purchaser(s), the Agreement and the transaction contemplated thereby shall be cancelled and Purchaser and Seller shall be relieved of any further liability and/or obligation to each other under the Agreement. Purchaser(s) agrees to release Seller, Seller's Broker, Auctioneer, Seller's representatives and the Title Company from and against any and all liabilities in connection with the transaction and the Agreement. Purchaser grants Seller the unilateral right to execute cancellation instructions in the event that Seller elects to cancel and terminate the transaction pursuant to the terms of this Addendum.

If Seller elects to approve and confirm the transaction, then the Agreement shall continue in full force and effect and the Date of Closing shall be in accordance with the terms of the Agreement.

[Signature Pages Follow]

SELLER:

_____,

a _____

By: _____

Name: _____

Title: _____

Date: _____

PURCHASER(S):

RGH Investors LLC,

a Florida limited liability company

By: DocuSigned by: Robert Field BE16C63235FD4FC...

Name: Robert Field

Title: Manager

Date: 10-31-2024

By: _____

Name: _____

Title: _____

Date: _____

IF INDIVIDUALS:

_____

_____

PRINTED NAME

Date: _____

_____

_____

PRINTED NAME

Date: _____

SCHEDULE A-1

Legal Description of Real Property

For APN/Parcel ID(s): 034-02-0-049-00

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADISON, COUNTY OF DAVIDSON, STATE OF TENNESSEE AND IS DESCRIBED AS FOLLOWS:

LAND LYING IN DAVIDSON COUNTY, TENNESSEE, LOCATED AT 1921 GALLATIN PIKE, MADISON, TENNESSEE BEING TAX PARCEL NO. 34-02-49, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT NO. 2 OF REVISION TO RESUBDIVISION OF LOT 2, SHEPHERD HILLS, SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9700 PAGE 982, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING ON AN IRON PIN (OLD) IN THE SOUTHERLY RIGHT OF WAY OF GALLATIN PIKE AT THE NORTHEAST CORNER OF SANTA FE REALTY PARTNERS, PROPERTY (DEED BOOK 11535 PAGE 102); THENCE, WITH SAID RIGHT OF WAY OF GALLATIN PIKE FOR THE FOLLOWING 2 CALLS: NORTH 57 DEGREES 06 MINUTES 50 SECONDS EAST 73.71' TO AN IRON PIN (OLD); WITH A CURVE TO THE LEFT HAVING A DELTA OF 00 DEGREES 31 MINUTES 43 SECONDS, A RADIUS OF 2,929.00', AN ARC LENGTH OF 27.03', AND A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 48 MINUTES 35 SECONDS EAST 27.03' TO AN IRON PIN (OLD) AT THE SOUTHWEST INTERSECTION OF GALLATIN PIKE AND SHEPHERD HILLS DRIVE; THENCE, WITH A CURVE TO THE RIGHT HAVING A DELTA OF 98 DEGREES 44 MINUTES 55 SECONDS, A RADIUS OF 25.00', AN ARC LENGTH OF 43.09', AND A CHORD BEARING AND DISTANCE OF SOUTH 74 DEGREES 02 MINUTES 33 SECONDS EAST 37.95' TO AN IRON PIN (OLD) IN THE WESTERLY RIGHT OF WAY OF SHEPHERD HILLS DRIVE; THENCE, WITH SAID RIGHT OF WAY OF SHEPHERD HILLS DRIVE SOUTH 24 DEGREES 47 MINUTES 01 SECONDS EAST 199.45 TO AN IRON PIN (OLD) IN THE EASTERN MOST LINE OF THE ABOVE REFERENCED SANTA FE REALTY PARTNERS PROPERTY; THENCE WITH SANTA FE REALTY PARTNERS FOR THE FOLLOWING 2 CALLS: SOUTH 56 DEGREES 05 MINUTES 49 SECONDS WEST 119.00' TO AN IRON PIN (OLD); NORTH 27 DEGREES 31 MINUTES 48 SECONDS WEST 229.00' TO THE POINT OF BEGINNING.

Being the same property conveyed to Arciterra MW Nashville TN, LLC, an Arizona Limited Liability Company by Special Warranty Deed from Warehouse Properties, G.P., a Tennessee General Partnership (f/k/a Men's Wearhouse Properties, G.P.) of record in Instrument No. 20061207-0151292 Register's Office for Davidson County, Tennessee, dated December 01, 2006 and recorded on December 07, 2006.

As set forth in the Articles of Organization of record in Instrument No. 20140129-0008155, in said register's office, the above said Arciterra MW Nashville TN, LLC, an Arizona Limited Liability Company became known as 1921 Gallatin Pike Nashville TN, LLC.

SCHEDULE A-2

Personal Property

EXHIBIT A

Excluded Contracts

[TO BE PROVIDED]

EXHIBIT B

Allocation of Purchase Price

[TO BE PROVIDED]

EXHIBIT C

FORM of Deed

RECEIVER'S DEED

WHEREAS, the United States District Court for the _____ District of _____, in a civil action titled Securities and Exchange Commission v. _____ et al., Case No. _____, having on _____ ordered the appointment of _____ as Receiver to, *inter alia*, take possession, and arrange for the sale, of that certain property located at _____; and

WHEREAS, the Court having entered an order confirming the sale of the real property to _____ of _____, and approving this form of deed; and

WHEREAS, _____ whose address is _____was duly authorized and directed to convey the real property to the purchaser; and

WHEREAS, the real property has been sold pursuant to the Court's order, for the sum of $_____, and

WHEREAS, the real property is more particularly described as follows:

NOW KNOW YE, THAT _____, pursuant to the authority and direction given to it, does hereby bargain, sell, transfer and convey to _____ all the right, title, claims, and interest in the above-described real property, to have and to hold, with appurtenances thereto, by _____ and her heirs and assigns, forever, for their own use and disposition.

AND ALSO, _____ does hereby covenant with _____, and its assigns, that it has full power and authority to grant and convey the aforesaid premises in the manner and form aforesaid.

Said premises are conveyed to _____ free and clear of any of the rights, titles, claims or interests, subject to any sums which may be due for municipal property, water or sewer taxes, or any special use charges or assessments, and subject to all laws, ordinances and governmental regulations affecting said premises, and any easements and restrictions appearing of record, if any.

I have hereunto set my hand and seal, this _____ day of _____, 200_.

Receiver

STATE OF _____
COUNTY OF _____

On this date_____, the signer and sealer of the foregoing instrument, personally appeared before me and acknowledged the same to be his free act and deed.

_____ day of _____, 200_.

(Name)
Notary Public

Return to: _____

EXHIBIT D

FORM of Lease Assignment

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Leases)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Assignment and Assumption of Leases**") is dated this __ day of _____, 202_, (the "**Effective Date**") by and between [_____] a [_____] ("**Assignor**"), and [_____] a [_____] ("**Assignee**").

1. Concurrently with the execution and delivery of this Assignment and Assumption of Leases, Assignor, in its capacity as Seller, is conveying to Assignee, in its capacity as Buyer, certain real property located in _____, together with the buildings and improvements thereon, and related personal property contained therein and certain rights appurtenant thereto, collectively comprising a retail center known as ["_____"] (the "**Center**"); pursuant to that certain Asset Purchase Agreement dated as of [_____], between Assignor and Assignee (the "**APA**")

2. Pursuant to the APA, Assignor has agreed to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Leases applicable to the Center as of the date hereof.

3. Subject to the terms and conditions herein, Assignor desires to assign and Assignee desires to assume all of Assignor's obligations under the Leases.

4. All capitalized terms used by not defined in this Assignment and Assumption of Leases shall have the meanings given thereto in the APA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

(a) Assignment of Leases. As of the Effective Date, Assignor hereby transfers, assigns, conveys and sets over to Assignee, its successors and assigns (i) all of Assignor's obligations, covenants, rights, title and interest in, to and under the Leases, together with all amendments, extensions, renewals and other modifications thereto, and (ii) without limiting the provisions of Article XI of the APA (including the retention by Seller of its rights to pre-closing rents collected and Accounts Receivable) any and all rights of Assignor under the Leases to collect (or to cause its property manager to collect) rents, additional rents, escrow or security deposits, fees, income, charges, and profits arising and having arisen thereunder.

(b) Assumption of Leases. As of the Effective Date, Assignee hereby accepts the assignment of Assignor's rights, title and interest in, to and under the Leases and assumes all of Assignor's obligations thereunder with respect to the period from and after the Effective Date.

(c) No Warranty; Release. Assignor makes no representation or warranty regarding the Leases, and Assignee releases and shall have no recourse to Assignor in connection with any claims,

liabilities or costs arising under the Leases, including without limitation for the collection of rents or other charges thereunder.

(d) Successors and Assigns. This Assignment and Assumption of Leases shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Assignment and Assumption of Leases shall be governed by, and construed and enforced in accordance with, the internal laws of the State of [_____].

(e) Counterparts. This Assignment may be executed in one or more counterparts, each of which, taken together, shall constitute but one original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption of Leases as of the date first set forth above.

ASSIGNOR:

[_____]

By: _____
Name: _____
Title: _____

ASSIGNEE:

[_____]

By: _____
Name: _____
Title: _____

EXHIBIT "A" TO ASSIGNMENT AND ASSUMPTION AGREEMENT

LEASES

[LIST LEASES / RENT ROLL]

EXHIBIT E

FORM of Bill of Sale

BILL OF SALE

THIS BILL OF SALE (the "**Bill of Sale**") is dated this __ day of _____, 202_, by and between [_____] a [_____] ("**Seller**"), and [_____] a [_____] ("**Buyer**").

RECITALS

1. Concurrently with the execution and delivery of this Bill of Sale, Seller is conveying to Buyer, by Receiver's Deed (the "**Deed**") those certain tracts of land (the "**Land**") more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with the improvements located thereon (the "**Improvements**", and together with the Land, the "**Property**"), pursuant to that certain Asset Purchase Agreement dated as of [_____], between Seller and Buyer (the "**APA**").

2. Seller desires to sell, transfer and convey to Buyer, and Buyer desires to purchase from Seller the Improvements and Personal Property owned by Seller comprising and used in the operation of the Center (as hereafter defined), subject to the terms and conditions set forth herein.

3. All capitalized terms used by not defined in this Bill of Sale shall have the meanings given thereto in the APA.

NOW, THEREFORE, in consideration of the receipt of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration in hand paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged by Seller:

(a) Sale and Assignment. Seller does hereby SELL, TRANSFER, CONVEY, and DELIVER to Buyer, and Buyer hereby accepts, the personal property, if any, owned by Seller upon the Land or within the Improvements, including heating, ventilation and air conditioning systems, other existing Building systems, and all other components and equipment pertinent to any of the foregoing, maintenance supplies and tools, if any, located in or on the Improvements or Land (collectively, and as may be further defined in the APA, the "**Personal Property**").

(b) No Warranty; Release. Seller makes no representation or warranty regarding the Personal Property, and Assignee releases and shall have no recourse to Assignor in connection with any claims, liabilities or costs arising from or relating to the Personal Property.

(c) Counterparts. This Assignment may be executed in one or more counterparts, each of which, taken together, shall constitute but one original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first set forth above.

SELLER:

[_____]

By: _____
Name: _____
Title: _____

BUYER:

[_____]

By: _____
Name: _____
Title: _____

EXHIBIT "A" TO BILL OF SALE

Legal Description

EXHIBIT F

FORM of Assignment of Intangibles

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Intangibles)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Assignment and Assumption of Intangibles**") is dated this __ day of _____, 202_, (the "**Effective Date**") by and between [_____] a [_____] ("**Assignor**"), and [_____] a [_____] ("**Assignee**").

4. Concurrently with the execution and delivery of this Assignment and Assumption of Intangibles, Assignor, in its capacity as Seller, is conveying to Assignee, in its capacity as Buyer, certain real property located in _____, together with the buildings and improvements thereon, and related personal property contained therein and certain rights appurtenant thereto, collectively comprising a [retail center] known as ["_____"] (the "**Center**"); pursuant to that certain Asset Purchase Agreement dated as of [_____], between Assignor and Assignee (the "**APA**")

5. Pursuant to the APA, Assignor has agreed to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Intangibles applicable to the Center as of the date hereof (the "**Intangibles**").

6. Subject to the terms and conditions herein, Assignor desires to assign and Assignee desires to assume all of Assignor's obligations under the Intangibles.

7. All capitalized terms used by not defined in this Assignment and Assumption of Intangibles shall have the meanings given thereto in the APA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

(d) Assignment of Intangibles. As of the Effective Date, Assignor hereby sells, transfers, assigns, conveys and sets over to Buyer, its successors and assigns, and to the extent applicable, any/all (i) local telephone and facsimile exchange numbers identified exclusively with the Center, (ii) transferable certificates (including certificates of occupancy for the Real Property to the extent held by Seller and not any tenant of the Center), licenses, permits and warranties (specifically including all construction and equipment warranties and guarantees) now in effect with respect to the Property, at no cost to Seller (and provided, however, that Seller makes no representation or warranty with respect to the existence, availability or assignability of any of the foregoing), (iii) all general intangibles relating to design, development, operation and use of the Center, all rights and work product under construction, service, consulting, engineering, architectural, design and construction agreements (including any warranties contained therein) and other Contracts, and plans and specifications of any portion of the Center, and all development rights and goodwill related to any portion of the Property, (iv) the Intellectual Property Rights, and (v) all other intangible property used by Seller exclusively in connection with the ownership and operation of

the Center, but excluding the Excluded Assets, if any, owned by Seller and relating solely to the Land, the Improvements or the Personal Property.

(e) Assumption of Intangibles. As of the Effective Date, Assignee hereby accepts the assignment of Assignor's obligations, rights, title and interest in, to and under the Intangibles.

(f) No Warranty; Release. Assignor makes no representation or warranty regarding the Intangibles, and Assignee releases and shall have no recourse to Assignor in connection with any claims, liabilities or costs arising under the Intangibles.

(g) Successors and Assigns. This Assignment and Assumption of Intangibles shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Assignment and Assumption of Intangibles shall be governed by, and construed and enforced in accordance with, the internal laws of the State of [_____].

(h) Counterparts. This Assignment may be executed in one or more counterparts, each of which, taken together, shall constitute but one original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption of Intangibles as of the date first set forth above.

ASSIGNOR:

[_____]

By: _____
Name: _____
Title: _____

ASSIGNEE:

[_____]

By: _____
Name: _____
Title: _____

EXHIBIT G

FORM of Assignment of Contracts

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Contracts)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Assignment and Assumption of Contracts**") is dated this __ day of _____, 202_, (the "**Effective Date**") by and between [_____] a [_____] ("**Assignor**"), and [_____] a [_____] ("**Assignee**").

8. Concurrently with the execution and delivery of this Assignment and Assumption of Contracts, Assignor, in its capacity as Seller, is conveying to Assignee, in its capacity as Buyer, certain real property located in _____, together with the buildings and improvements thereon, and related personal property contained therein and certain rights appurtenant thereto, collectively comprising a retail center known as ["_____"] (the "**Center**"); pursuant to that certain Asset Purchase Agreement dated as of [_____], between Assignor and Assignee (the "**APA**")

9. Pursuant to the APA, Assignor has agreed to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Contracts (other than Excluded Contracts) applicable to the Center as of the date hereof (the "**Contracts**").

10. Subject to the terms and conditions herein, Assignor desires to assign and Assignee desires to assume all of Assignor's obligations under the Contracts.

11. All capitalized terms used by not defined in this Assignment and Assumption of Contracts shall have the meanings given thereto in the APA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

(i) Assignment of Contracts. As of the Effective Date, Assignor hereby transfers, assigns, conveys and sets over to Assignee, its successors and assigns (i) all of Assignor's obligations, covenants, rights, title and interest in, to and under the Contracts, together with all amendments, extensions, renewals and other modifications thereto, and (ii) any and all rights of Assignor under the Contracts (other than any indemnification obligations, awards or payments in favor of or belonging to Assignor, if any, relating to periods or events prior to the Effective Date, which shall expressly be retained by Assignor).

(j) Assumption of Contracts. As of the Effective Date, Assignee hereby accepts the assignment of Assignor's obligations, rights, title and interest in, to and under the Contracts and assumes all of Assignor's obligations thereunder with respect to the period from and after the Effective Date.

(k) No Warranty; Release. Assignor makes no representation or warranty regarding the Contracts, and Assignee releases and shall have no recourse to Assignor in connection with any claims, liabilities or costs arising under the Contracts.

(l) Successors and Assigns. This Assignment and Assumption of Contracts shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Assignment and Assumption of Contracts shall be governed by, and construed and enforced in accordance with, the internal laws of the State of [_____].

(m) Counterparts. This Assignment may be executed in one or more counterparts, each of which, taken together, shall constitute but one original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption of Contracts as of the date first set forth above.

ASSIGNOR:

[_____]

By: _____
Name: _____
Title: _____

ASSIGNEE:

[_____]

By: _____
Name: _____
Title: _____

EXHIBIT "A" TO ASSIGNMENT AND ASSUMPTION AGREEMENT

CONTRACTS

[LIST CONTRACTS]

EXHIBIT H

FORM of FIRPTA

FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person. To inform the transferee [_____], a [_____] ("**Buyer**"), that withholding of tax is not required upon the disposition of a U.S. real property interest[_____], a [_____] ("**Seller**"), hereby certifies to Purchaser the following:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) for purposes of U.S. income taxation;

2. Seller's U.S. taxpayer identifying number (EIN number) is [ ]; and

3. Seller's address is [ ].

Seller understands that this certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement Seller has made here could be punished by fine, imprisonment or both.

Under penalties of perjury, Seller declares that it has examined this certification and to the best of Seller's knowledge and belief, it is true, correct, and complete.

SELLER:

[_____],
a [_____]

By: _____
Name: _____
Title: _____

Date: _____

228758911 v2
229246188 v1

I hereby attest and certify on 12/4/2024 that the foregoing document is a full, true and correct copy of the original on file in my office and in my custody.

CLERK, U.S. DISTRICT COURT
DISTRICT OF ARIZONA
By _____ Deputy

Tennessee Certification of Electronic Document

I, Candyce Vega, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 12/23/2024 (date of document).

C Vega
Affiant Signature

12/24/2024
Date

State of California

County of Orange

Sworn to and subscribed before me this 24th day of December, 2024.

Ana L Reyes
Notary's Signature

ANA L. REYES
Notary Public - California
Orange County
Commission # 2439632
My Comm. Expires Feb 28, 2027

MY COMMISSION EXPIRES: Feb 28, 2027

NOTARY'S SEAL