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**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.

Case No. 23-CV-02470-PHX-DLR

**RECEIVER'S OMNIBUS REPLY
TO OBJECTIONS TO
RECEIVER'S MOTION FOR AN
ORDER (I) DESIGNATING
ADDITIONAL RECEIVERSHIP
ENTITIES; AND (II) GRANTING
RELATED RELIEF**

¹ Admitted *pro hac vice*.

² Admitted *pro hac vice*.

Allen D. Applbaum as receiver for ArciTerra Companies, LLC (“ArciTerra”) and related entities (the “Receiver”), by and through his counsel, Archer & Greiner, P.C., in support of the *Receiver’s Motion for an Order (I) Designating Additional Receivership Entities; and (II) Granting Related Relief* [ECF No. 332],³ and in reply to the following responses:

- (i) *Relief Defendant Marcia Larmore’s Limited Opposition to [ECF 332] Receiver’s Motion for an Order (I) Designating Additional Receivership Entities; and (II) Granting Related Relief* [ECF No. 335];
- (ii) *Relief Defendant Michelle Larmore’s Limited Objection to Receiver’s Motion for an Orders [Dkt 332] and Reservation of Rights* [ECF No. 336]; and
- (iii) *Defendant Jonathan Larmore’s Response to Receiver’s Motion for an Order Designating Additional Receivership Entities [ECF 332]* [ECF No. 354],

(together, the “Responses”), respectfully sets forth as follows:

I. General Reply

1. The Receivership Order specifically contemplated that the Receiver provide “[a] recommendation whether to modify the list of Receivership Entities...based on the Receiver’s investigation.” [Receivership Order, Paragraphs 39.G. and 41. Upon investigation into the affairs of the 318 Receivership Entities, the Receiver seeks designation of the following additional eighteen entities that were not explicitly included in the Receivership Order:

- (i) Spike Holdings, LLC,
- (ii) Moynahan Investments, LLC,
- (iii) Jonathan M. Larmore LLC,
- (iv) JML BC G400, LLC,

³ Defined terms are as in the Motion.

- (v) JML Business Consulting LLC,
- (vi) Wawasee Family Investments Limited Partnership,
- (vii) ArciTerra Strategic Income Advisor LLC,
- (viii) ArciTerra Note Fund II Investment Company, LLC,
- (ix) ArciTerra Note Fund III Investment Company, LLC,
- (x) ArciTerra Strategic Retail, LLC,
- (xi) 925 W. Marion/960 W. Olympia FL, LLC,
- (xii) 1333 Rynearson LLC,
- (xiii) ArciTerra Walcent Portfolio I, LLC,
- (xiv) Morrison Island, LLC,
- (xv) HV Gardens, LLC,
- (xvi) ArciTerra Strategic Retail - Echelon, LLC,
- (xvii) ArciTerra Strategic Retail - Forum KY, LLC, and
- (xviii) ArciTerra Strategic Retail - Plaza OK, LLC,

(together, the “Additional Entities”).

2. The *Declaration of David Holley in Support of Receiver’s Omnibus Reply to Objections to Receiver’s Motion for an Order (I) Designating Additional Receivership Entities; and (II) Granting Related Relief* (the “Reply Declaration”), is submitted herewith in support hereof as **Exhibit A**.

3. The Receiver determined that the Additional Entities are related entities with which receivership funds have been commingled, or were functionally intertwined and therefore, the Additional Entities should be designated as Receivership Entities. Evidence of commingling and overlapping entities and their controlling individuals is included in the Reply Declaration. The concrete evidence presented in the Reply Declaration goes beyond “mere speculation.” *See Securities and Exchange Com’n v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985), *aff’d*, 805 F.2d 1039 (9th Cir. 1986). The Receiver’s goal is “to ensure that all available assets are brought within the receivership and may properly be distributed to creditors.” *Id.* at 234.

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2 4. Courts are empowered to expand receiverships to include entities that
3 participated in or benefited from fraud with receivership defendants and parties affiliated
4 with the receivership defendants. *See, e.g., Securities and Exch. Comm'n v. Creative*
5 *Capital Consortium, LLC*, 2009 WL 10664430, at *1 (S.D. Fla. Sept. 21, 2009)⁴
6 (expanding receivership over entities controlled by individual defendant because the
7 defendants controlled the entities and the transferring of money between the entities).
8

9 A. Commingling

10 5. Where there is evidence of commingling, the case law is uniform that courts
11 may designate related entities as receivership entities. *See, e.g., Elmas*, 620 F. Supp. 231
12 (expansion of receivership to related companies where money flowed between the various
13 entities, no services were performed by some of the companies, and there were no records
14 of legitimate business purposes); *Securities and Exch. Comm'n v. Faulkner*, 2018 WL
15 4362729 (N.D. Tex. Sept. 12, 2018) (a court “may also exercise its equitable powers over
16 an entity that has not engaged in wrongdoing, but nonetheless (1) has received ill-gotten
17 funds; and (2) does not have a legitimate claim to those funds”); *Securities and Exch.*
18 *Comm'n v. Complete Bus. Sols. Grp., Inc.*, 2020 U.S. Dist. LEXIS 253062, at *5 (S.D. Fla.
19 Dec. 16, 2020) (expanding the receivership upon a showing that funds solicited from
20 investors were extensively intermingled in the accounts of non-receivership entities as the
21 court found “... a clear necessity for expansion given that tainted funds, which could be
22 the subject of disgorgement, may be found in the entities and properties identified herein”).
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27 ⁴ Correcting citation as set forth in the Motion.
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2 6. Similarly, where receivership entities bear expenses for non-receivership
3 entities, the non-receivership entities can be designated receivership entities. *See Securities*
4 *and Exchange Com'n v. Lauer*, 2009 WL 812719, at *3 (S.D. Fla. Mar. 26, 2009) (“when
5 tainted funds are used to pay costs associated with maintaining ownership of the property,
6 the property itself and its proceeds are tainted by the fraud”); *Securities and Exchange*
7 *Com'n v. Nadel*, 2013 WL 2291871, at *2 (M.D. Fla. May 24, 2013) (third party entity’s
8 use of scheme proceeds to purchase oil and gas leases subjected it to inclusion in
9 receivership despite that it was not an alter ego of defendant); *see also CFTC v. Hudgins*,
10 620 F. Supp. 2d 790, 795 (E.D. Tex. 2009) (directing sale of condominium because
11 defrauder’s innocent girlfriend paid the mortgage with Ponzi scheme funds).
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14 7. As set forth in the Reply Declaration, ArciTerra developed a pattern of
15 commingling investor and non-investor funds and using the commingled funds to pay
16 expenses, and fund other activities, portfolio-wide. Thus, the Receiver seeks to include as
17 Receivership Entities the following related entities as a result of commingling: (a) Spike
18 Holdings, LLC, (b) Moynahan Investments, LLC, (c) Jonathan M. Larmore LLC, (d) JML
19 Business Consulting LLC, (e) Wawasee Family Investments Limited Partnership, (f)
20 ArciTerra Strategic Income Advisor LLC, (g) ArciTerra Strategic Retail, LLC, (h) 1333
21 Ryneerson LLC, (i) Morrison Island, LLC. (j) HV Gardens, LLC, (k) ArciTerra Strategic
22 Retail - Echelon, LLC, and (l) ArciTerra Strategic Retail - Plaza OK, LLC.
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25 B. Inextricably Intertwined

26 8. Where there is a non-receivership entity that is revealed to be inextricably
27 intertwined with a receivership entity, in order to address the needs of the injured investors,
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2 the Court may exercise a more flexible approach and designate it a receivership entity. *See*,
3 *e.g.*, *Elmas*, 620 F. Supp. at 234-35 (“Federal analysis gives less respect to the corporate
4 form than does the strict common-law alter ego doctrine”) (citations omitted).
5

6 9. Additionally, the arguments in the Responses against expansion of the
7 Receivership due to proportionality related to the SEC’s underlying claims are misguided.
8 *See Securities and Exchange Com’n v. Barton*, 135 F.4th 206 (5th Cir. 2025) (recent
9 authority confirming that no minimum or proportionality limitation exists on the court’s
10 creation of a receivership). Thus, the Receiver seeks to include as Receivership Entities
11 the Additional Entities as described in the Reply Declaration.
12

13 C. Substantial Risk

14 10. Where there is risk of loss to a non-receivership entity, and an asset freeze is
15 insufficient to protect investors, the Court may protect the non-receivership entity by
16 designating it a receivership entity. *See Barton*, 135 F.4th at 217-218 (receivership was
17 necessary to protect investors’ property interests from threats from defendants, market
18 conditions, and third-party actions).
19

20 11. As set forth herein and in the Reply Declaration, certain non-Receivership
21 properties associated with these Additional Entities are not being maintained except for
22 emergency actions taken by the Receiver. Certain properties have already needed Receiver
23 intervention to avoid being sold at a tax sale due to unpaid taxes. *See Reply Declaration at*
24 *paragraph 85*. With certain properties, it is as if the individuals already have ceded
25 authority to the Receiver as described in the Reply Declaration at paragraphs 10-15.
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27 12. There is a history here of neglect and loss of property without the Receiver.
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2 Until the SEC filed its Complaint and sought this receivership, approximately thirty
3 properties were lost to pre-existing receiverships, six properties to bank foreclosures, and
4 one property to a tax lien sale. *See Receiver's First Status Report* [ECF No. 179] at
5 paragraph 21. Further, the Receiver has uncovered a recent default judgment against
6 Jonathan Larmore such that there is no certainty that assets beyond the current Receivership
7 Estate will be defended. *See Reply Declaration* at paragraph 22.
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9 13. Absent designation of these Additional Entities as Receivership Entities,
10 there is substantial risk to investors and creditors. Thus, the Receiver seeks to include as
11 Receivership Entities all of the Additional Entities as described in the Reply Declaration.
12

13 14. The Responses generally argue that the evidence and other support provided
14 do not establish a "clear necessity" for the expansion of the current Receivership Estate
15 and the designation of the Additional Entities. The evidence presented in the Motion, the
16 Holley Declaration, this Reply and the Reply Declaration (with no evidence having been
17 submitted to the contrary) indeed demonstrates a clear necessity for the Additional Entities
18 to be designated as Receivership Entities.
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20 **II. Michelle Larmore's Additional Limited Objection**

21 15. The Receiver and Michelle Larmore have agreed to the continued deferral
22 [ECF No. 168] of a briefing schedule on Michelle Larmore's previously filed *Limited*
23 *Objection to Receiver's Motions [Dkt 139 and 147] and Reservation of Rights* [ECF No.
24 155], regarding the alleged exclusive *in rem* jurisdiction of the Maricopa County Superior
25 Court. To the extent Jonathan Larmore's Response incorporates Michelle Larmore's
26 arguments, the Receiver reserves all rights, but in summary suggests as follows.
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2 16. Michelle Larmore cites to *L.I.G. Pet Foods Trading, LLC v. Goldfarb*, 2009
3 WL 141845, at *5 (E.D. Pa. Jan. 16, 2009), for the proposition that a divorce court prevents
4 a subsequent federal court from exercising jurisdiction over marital property. That
5 decision, however, involves a divorce proceeding in which the spouses litigated rights *inter*
6 *se* in two courts. *L.I.G.*, 2009 WL 141845, at *2.⁵ Unlike the facts in *L.I.G.*, it was the SEC
7 that acted here on behalf of third parties, not *inter se* among the divorce litigants.
8

9 17. Additionally, a state court divorce proceeding does not have the same subject
10 matter as that of the receivership proceeding. *See Harkin v. Brundage*, 276 U.S. 36, 43-45
11 (1928) (“where the jurisdiction [of the two courts over the *res*] is not the same or
12 concurrent, and the subject-matter in litigation in the one is not within the cognizance of
13 the other, or there is no constructive possession of the property in dispute by the filing of a
14 bill, it is the date of the actual possession of the receiver that determines the priority of
15 jurisdiction”). *See also, Empire Trust Co. v. Brooks* 232 F. 641, 646 (5th Cir. 1916)
16 (“where the issues in the subsequent suit are different from those involved in the first suit,
17 and the subject-matter is not identical, there can be no infringement of the jurisdiction of
18 the court in which the first suit is pending, by reason of the institution of the second suit in
19 a court of concurrent jurisdiction”).
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22 18. Further, the *Order Appointing Temporary Receiver and Temporarily*
23 *Freezing Assets and Imposing Litigation Injunction* [ECF No. 77], authorized and directed
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26 ⁵ After the state court injunction was entered, the husband filed an action in the federal
27 district court. The wife responded by seeking the appointment of a federal receiver, which
28 was denied on the basis that the divorce court was the first court to exercise jurisdiction
over the marital assets.

the Receiver to marshal and preserve all of the assets and their proceeds (collectively, the “Receivership Assets”) of the “Receivership Entities.” The Larmores consented to this order by way of the December 13 and 14, 2023 hearings to consider the *Plaintiff SEC’s Ex Parte Motion for Temporary Restraining Order and Related Equitable Relief; Memorandum of Points and Authorities* [ECF No. 4], and appointment of the Receiver. The federal court’s authority over the *res* should be superior to the state divorce court’s on the ground that the Larmores relinquished this argument. *See Sexton v. NDEX West, LLC*, 713 F.3d 533 (9th Cir. 2013) (“[I]f a state or federal court “has taken possession of property, or by its procedure has obtained jurisdiction over the same,” then the property under that court’s jurisdiction “is withdrawn from the jurisdiction of the courts of the other authority as effectually as if the property had been entirely removed to the territory of another sovereign”).

19. The prior-exclusive-jurisdiction doctrine, sometimes called the *Princess Lida* Doctrine, is a rule fashioned by the courts “[t]o avoid unseemly and disastrous conflicts in the administration of our dual judicial system.” *Penn Gen. Cas. Co. v. Pennsylvania*, 294 U.S. 189, 198 (1935); *Barbiero v. Kaufman*, 2013 WL 3939526, at *6 (E.D. Pa. July 30, 2013), *aff’d*, 580 Fed. Appx. 107 (3d Cir. 2014). The Supreme Court emphasized the limited scope of the doctrine:

While it is often said that of two courts having concurrent jurisdiction in rem, that one first taking possession acquires exclusive jurisdiction, *it is exclusive only* so far as its exercise is necessary for the *appropriate control and disposition* of the property. The jurisdiction *does not extend* beyond the purpose for which it is allowed, to enable the court to exercise it appropriately and to avoid unseemly conflicts. The other court

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2 does not thereby lose its power to make orders which do not
3 conflict with the authority of the court having jurisdiction over
4 the control and disposition of the property.

5 *Penn Gen. Cas. Co. v. Pennsylvania*, 294 U.S. 189, 198, 55 S. Ct. 386, 390 (1935)
6 (emphasis added) (citations omitted); *see also Al-Abood ex rel. Al-Abood v. El-Shamari*,
7 217 F.3d 225 (4th Cir. 2000) (*Princess Lida* does not apply if the federal action “does not
8 depend on or involve exercising jurisdiction over the [first] res”).

9
10 20. Under Arizona law, an interest in a limited liability company held as
11 community property “means the right, as initially owned by a person in the person's
12 capacity as a member, to receive distributions from a limited liability company.” Arizona
13 Revised Statutes Annotated § 29-3102(19). *See Schickner v. Schickner*, 237 Ariz. 194, 199
14 (Ct. App. 2015) (community property consists only of limited liability company
15 membership interests acquired during marriage, not underlying corporate assets).

16
17 21. In the event of a divorce in Arizona, each former spouse remains individually
18 liable to creditors of the former community. *Community Guardian Bank v. Hamlin*, 182
19 Ariz. 627, 631, 898 P.2d 1005, 1009 (1995); *In re Oliphant*, 221 B.R. 506, 509 (Bankr. D.
20 Ariz. 1998). Therefore, an obligation of the former community may be collected from post-
21 divorce separate property of each former spouse. Arizona Revised Statutes Annotated
22 § 25–215(B). Arizona courts have gone so far as to recognize that, to the extent the
23 community benefited from wrongful acts of one community member, both community
24 members' shares of the community estate are liable for the wrongdoing. *See Cadwell v.*
25 *Cadwell*, 126 Ariz. 460, 463 (Ct. App. 1980). Under Arizona law, “[d]ebt incurred by one
26 spouse while acting for the benefit of the marital community is a community obligation
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whether or not the other spouse approves it.” *Lorenz-Auxier Fin. Group, Inc. v. Bidewell*, 772 P.2d 41, 43 (Ct. App. 1989).

III. Evidentiary Hearing

22. The Receiver reserves all rights with regard to any evidentiary hearing that may be held with regard to the Motion.⁶

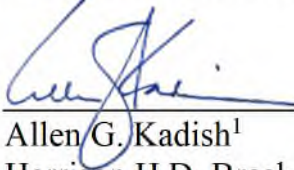
IV. Conclusion

23. The designation of the Additional Entities will facilitate administration of the assets, and allow the Receiver to preserve assets for the benefit of investors and creditors.

WHEREFORE, the Receiver respectfully requests that this Court (a) designate the Additional Entities as Receivership Entities; and (b) grant such other relief as is just and proper.

Dated: June 5, 2025

ARCHER & GREINER, P.C.

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⁶ Notwithstanding their objections, neither Jonathan Larmore, Michelle Larmore nor Marcia Larmore presents any evidence, in support of their respective arguments. Only the Receivership’s declarations and the records attached stand as evidence before the Court.

EXHIBIT A

REPLY DECLARATION

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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.

Case No. 23-CV-02470-PHX-DLR

**DECLARATION IN SUPPORT
OF RECEIVER'S REPLY
MEMORANDUM IN SUPPORT
OF THE MOTION FOR AN
ORDER (I) DESIGNATING
ADDITIONAL RECEIVERSHIP
ENTITIES; AND (II) GRANTING
RELATED RELIEF**

DAVID A. HOLLEY hereby declares under penalty of perjury, pursuant to 28
U.S.C. § 1746, to the best of his knowledge, information and belief:

Background

1. I submit this second declaration in further support of the *Receiver's Motion for an Order Designating Additional Receivership Entities* [ECF No. 332] (the "Motion") and to supplement my previous declaration which was attached as Exhibit A to the Motion ("Declaration 1"), seeking the proposed addition of the following 18 corporate entities (the "Additional Entities"):

- (i) Spike Holdings, LLC,
- (ii) Moynahan Investments, LLC,
- (iii) Jonathan M. Larmore LLC,
- (iv) JML BC G400, LLC,
- (v) JML Business Consulting LLC,
- (vi) Wawasee Family Investments Limited Partnership,
- (vii) ArciTerra Strategic Income Advisor LLC,
- (viii) ArciTerra Note Fund II Investment Company, LLC,
- (ix) ArciTerra Note Fund III Investment Company, LLC,
- (x) ArciTerra Strategic Retail, LLC,
- (xi) 925 W. Marion/960 W. Olympia FL, LLC,
- (xii) 1333 Rynearson LLC,
- (xiii) ArciTerra Walcent Portfolio I, LLC,
- (xiv) Morrison Island, LLC,
- (xv) HV Gardens, LLC,
- (xvi) ArciTerra Strategic Retail - Echelon, LLC,
- (xvii) ArciTerra Strategic Retail - Forum KY, LLC, and
- (xviii) ArciTerra Strategic Retail - Plaza OK, LLC

2. As documented in the Receiver's Status Reports,¹ ArciTerra Strategic Retail Advisors, LLC ("ASRA") played a critical role in moving money around, receiving and transferring funds to the entities in the ArciTerra universe, in such a way that obfuscated the use of the funds and commingled funds from many sources including from Investor Funds.² ASRA is owned by JMMAL Investments LLC, MML Investments LLC, and Spike Holdings, LLC, which are all owned by Wawasee Family Investments LP. Marcia

¹ See, the Receiver's First Status Report filed on June 7, 2024 [ECF No. 179] at Section II.F, the Receiver's Second Status Report filed on August 20, 2024 [ECF No. 205] at Section II.F, the Receiver's Third Status Report on November 20, 2024 [ECF No. 269] at Section II.E, the Receiver's Fourth Status Report on February 20, 2025 [ECF No. 311] at Section II.E, and the Receiver's Fifth Status Report filed on May 20, 2025 [ECF No. 363] at Section II.E.

² The term "Investor Fund" is defined as ArciTerra private investment vehicles through which capital was raised from third-party investors.

1 Larmore and Jonathan Larmore are the general partners of Wawasee Family Investments
2 LP.

3 3. ASRA did not simply facilitate transfers from source to use; it was a central
4 hub through which, at times, more than 65% of ArciTerra's cash travelled.³ Accordingly,
5 available cash was used to pay expenses and other items, often regardless of the
6 relationship between the source and ultimate recipient. Through discussions with former
7 ArciTerra employees and a review of contemporaneous email communications and
8 deposition testimony, the Receiver observed that it was common practice at ArciTerra to
9 pay expenses based on their urgency, with cash from the bank account of an entity with
10 sufficient funds at the time the payment was needed, without regard to which entity
11 incurred the debt or whether the cash came from an account of one of the Investor Funds.

12 4. For each funding need, rather than directly transferring the cash from the
13 account of the entity with the surplus to the account of the entity with the deficit, ArciTerra
14 employees would generally transfer the cash from one entity-level bank account to that
15 entity's parent company's account and then transfer the cash to ASRA. From ASRA,
16 ArciTerra transferred the cash to the parent of the recipient entity, and then to the entity-
17 level account, from where the expense was ultimately paid. ArciTerra recorded each of
18 these cash transfers as so-called "intercompany loans" and maintained a running balance
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26 ³ This concept is reported and illustrated by the Receiver in his Third Status Report filed
27 on November 20, 2024 [ECF No. 269] at Section II.E.ii, which is incorporated herein by
28 reference.

1 of the amounts due between entities as it transferred cash back and forth between the
2 entities, through ASRA.

3 5. The Receiver confirmed this pattern through a review of ArciTerra financial
4 records, bank statements, email review and other documents. The Receiver also reported
5 his observations regarding how the transfer of available cash from one entity to another
6 was facilitated through so-called “intercompany loans” between the entities borrowing and
7 lending the cash from and through ASRA as the counterparty.
8

9 6. Beginning in approximately 2015, ASRA, by design, was used as a central
10 conduit and pass-through entity to route most of ArciTerra’s cash flows, irrespective of the
11 source or the destination of the funds, in such a way which in most cases resulted in the
12 obfuscation of the purpose of the transfers. ASRA acted as a lender to and borrower from
13 related entities, of funds coming from properties, investors, and lenders, often without
14 being part of the ownership structure of the Investor Funds.
15

16 7. Many of the proposed Additional Entities received and sent money to ASRA
17 directly and indirectly and therefore aided in and benefitted from the commingling of funds
18 contributed by investors.
19

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21 **Proposed Additional Entities**

22 8. The Additional Entities should be designated Receivership Entities for the
23 reasons set forth below, some of which were already stated in my prior declaration.
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Spike Holdings, LLC

9. As I stated in my prior declaration, Spike Holdings, LLC⁴ was formed in Arizona on September 28, 2015. Jonathan Larmore is the Member and sole Manager of the company.

10. Spike Holdings, LLC is the Member of several of the Receivership Entities, and the owner of the following residential properties in Punta Gorda, Florida that are part of the Receivership Estate:

- a. 1001 West Marion Avenue, Unit 1
- b. 880 West Marion Avenue
- c. 150 Shreve Street

11. Since taking control of the Receivership Estate in December 2023, the Receiver has been working to preserve the assets of the Receivership, including the properties identified in paragraph 10.a. to 10.c., above, to prevent their descent into further disrepair due to neglect.

12. For example, the Receiver pays the monthly homeowners association dues and the monthly electric bill for the home located at 1001 West Marion Avenue, Unit 1.

13. 1001 West Marion Avenue, Unit 1 was severely damaged by Hurricane Milton in October 2024. Subsequent to the storm, the Receiver expended in excess of \$10,000 to prevent the further dilapidation of 1001 West Marion Avenue, Unit 1, including

⁴ A Jonathan Larmore related entity, Spike Holdings AZ, LLC is among the Receivership Entities, however the entity does not hold any assets and is largely inconsequential to the Receiver's mandate. The addition of Spike Holdings AZ, LLC to Exhibit A may have been an error.

1 engaging a contractor to remove all waterlogged porous material, roughly the first four feet
2 from the floor of sheet rock and insulation, throughout the unit and drying/dehumidifying
3 the remaining framing members to prevent the spread of mold into other units within the
4 association.
5

6 14. There is currently \$5,888 in property taxes due for tax years 2023 and 2024
7 on the 1001 West Marion Avenue, Unit 1 property which have not been paid by Spike
8 Holdings, LLC.
9

10 15. The Receiver spent in excess of \$10,000 to address hurricane damage to 880
11 West Marion Avenue, after Hurricane Milton in October 2024. The Receiver deployed a
12 general contractor to the home to board up exterior doors and 14 windows that had been
13 blown out by the storm, and to remove debris from the property including boats that floated
14 onto the front lawn of the property during the storm.
15

16 16. Spike Holdings, LLC is also the lien holder of a 2014 Ferrari 458 (VIN:
17 ZFF68NHA4E0198295) owned by Jonathan M. Larmore, LLC, a motor vehicle purchased
18 with funds from Village Brewhouse, as more fully described herein at paragraphs 34 to 35.
19

20 17. In addition to and as part of the analyses documented in his Status Reports
21 and conducted in connection with his review of the various Investor Funds, the Receiver
22 undertook a bank statement analysis which included a detailed review of bank statements
23 located by the Receiver as of the date of this filing (the "Receiver's Bank Statement
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Analysis”)⁵ between the period of 2019 and 2023 (the “Period”). As part of the Receiver’s Bank Statement Analysis, he analyzed the bank statements of Spike Holdings, LLC (KS State Bank, account number ending in 6753) and identified transfers totaling approximately \$101.9 million from Spike Holdings, LLC to ASRA. ASRA’s bank statements were also analyzed (KS State Bank, account number ending in 2596) and showed that there are transfers totaling approximately \$81.9 million from ASRA to Spike Holdings, LLC. These transactions occurred during a period in which ASRA engaged in significant commingling of funds between Jonathan Larmore’s entities, Investor Fund entities, and other Receivership entities as described in paragraphs 2 to 7 above. The table below depicts the exchange of funds between Spike Holdings, LLC and ASRA on an annual basis during the Period.

Period	Payment to ASRA	Receipt from ASRA	Net Total
2019	\$ (32,872,340)	\$ 22,812,975	\$ (10,059,364)
2020	(20,658,550)	15,707,364	\$ (4,951,186)
2021	(10,771,845)	8,481,536	\$ (2,290,309)
2022	(36,664,927)	34,111,928	\$ (2,552,999)
2023	(897,376)	789,300	\$ (108,076)
Total	\$ (101,865,038)	\$ 81,903,104	\$ (19,961,934)

18. In addition, the Receiver analyzed the available general ledgers (“General Ledger Analysis”)⁶, including those of Spike Holdings, LLC, and ASRA for the period

⁵ The Receiver’s Bank Statement Analysis included a detailed review of bank statements located by the Receiver as of the date of this filing. The review looked back at the past five years since the inception of the Receivership (2019 – 2023) and included transactions larger than or equal to \$7,500.

⁶ The General Ledger Analysis discussed hereafter included transactions equal to or above \$1,000 in absolute value.

from 2017 through 2018 to identify recorded transfer of funds between the two entities, and found transactions totaling approximately \$57.3 million from Spike Holdings, LLC to ASRA and transactions totaling approximately \$63.7 million from ASRA to Spike Holdings, LLC. These transactions occurred during a period in which ASRA engaged in significant commingling of funds between Mr. Larmore's entities, Investor Fund entities, and other Receivership entities as described in paragraphs 2 to 7 above. The table below depicts the transactions between Spike Holdings, LLC and ASRA on an annual basis during these two fiscal years.

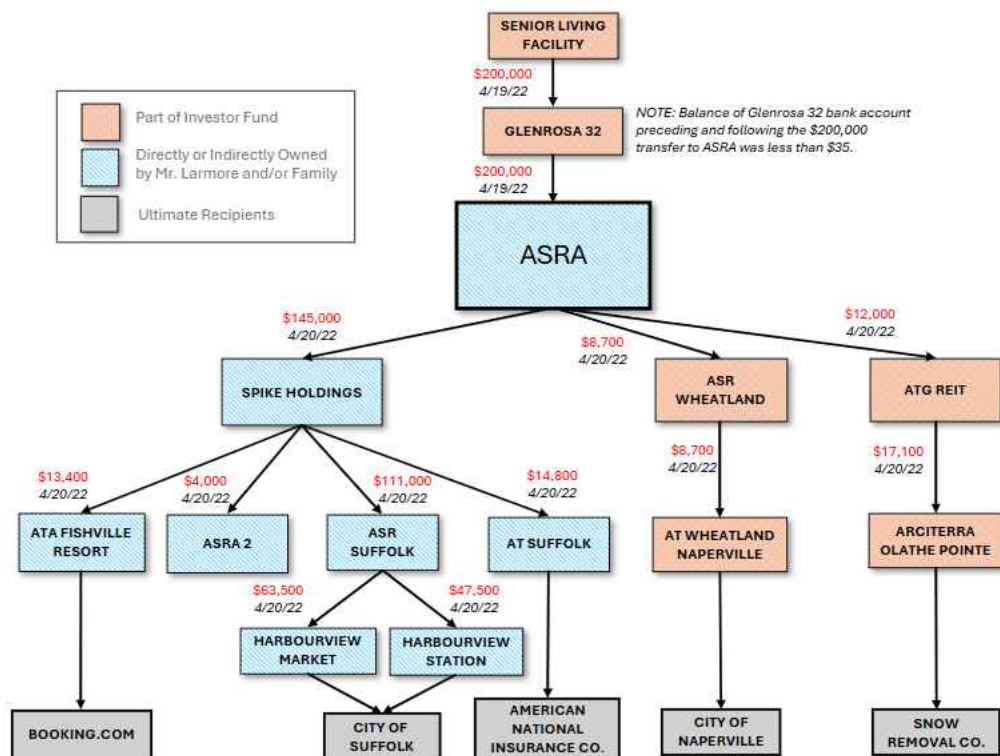
Period	Receipt from ASRA	Payment to ASRA	Net Total
2017	\$ 40,308,663	\$ (35,247,045)	\$ 5,061,618
2018	23,403,804	(22,009,719)	1,394,084
Total	\$ 63,712,467	\$ (57,256,764)	\$ 6,455,702

19. Looking into a few example transactions in more detail, it is clear that transactions flowing to and from Spike Holdings, LLC, via ASRA, involve funds from entities within the structures of certain Investor Funds which are then commingled with entities owned by Jonathan Larmore and/or members of his family. The examples below are documented in the Receiver's First Status Report filed on June 7, 2024 [ECF No. 179] at Section II.F.i - ii.

20. Below is one example that illustrates how \$200,000 made available from an entity that is part of the ArciTerra Note Fund II, LLC ("Note Fund II"), ArciTerra Note Fund III, LLC ("Note Fund III"), and ArciTerra National REIT, Inc. ("National REIT") Investor Funds ultimately were used to pay the expenses of entities in other Investor Funds,

as well as non-Investor Fund entities owned by Jonathan Larmore and/or members of his family.

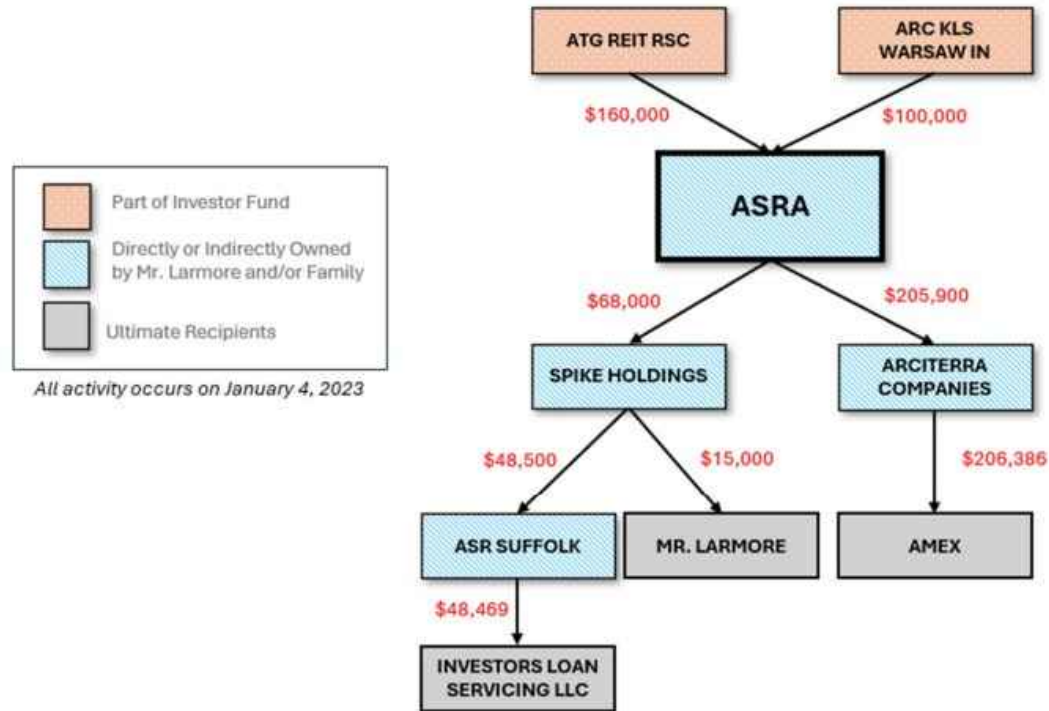
21. In this example, the Senior Living Facility owned by Glenrosa, and an investment in the Note Fund II, Note Fund III, and National REIT Investor Funds, sent Glenrosa a \$200,000 ownership distribution on April 19, 2022. On the same day, \$200,000 received by Glenrosa was transferred to ASRA. The following day, April 20, 2022, ASRA transferred and distributed the \$200,000 through at least 11 different entities to pay various expenses of entities that are part of separate Investor Funds, or for entities that are owned by Jonathan Larmore and/or members of his family and not part of any Investor Fund, including Spike Holdings, LLC.



1 22. The Receiver also observed instances where money that may have been
2 available for investor interest payments was instead used to pay the ArciTerra American
3 Express (“AMEX”) account which was used for both business expenses and by Jonathan
4 and Michelle Larmore and their children for their personal expenses.⁷ An additional
5 example below shows how on January 4, 2023, ATG REIT RSC transferred \$160,000 to
6 ASRA which was then ultimately used to contribute to the payment of ArciTerra’s
7 December 9, 2022 AMEX statement, as well as a \$68,000 transfer to Spike Holdings, LLC
8 and a \$15,000 transfer to Mr. Larmore’s personal bank account. Investors in ATG REIT
9 RSC did not receive any interest payments in 2023.
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11 23. The \$206,386 payment to AMEX represents the full balance due on the
12 December 9, 2022 ArciTerra Companies AMEX statement. The charges on the December
13 9, 2022 statement do not include charges related to ATG REIT RSC. The statement did
14 include over \$108,000 in charges to cards held by Jonathan Larmore and members of his
15 family, and another \$53,000 in charges for an account called “CSL Larmore.”
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27 ⁷ AMEX recently entered a default judgment against Jonathan Larmore individually in
28 the amount of \$294,010.57, a copy of which is attached hereto as Exhibit 1.



13 24. The addition of Spike Holdings, LLC to Exhibit A of the Receivership Order:

14 (a) will acknowledge the prior commingling of investor funds through ASRA and Spike

15 Holdings, LLC; (b) will provide protection under the stay and injunction pursuant to the

16 Receivership Order; (c) will give the Receiver formal authority to continue to oversee and

17 preserve, and sell, the real estate owned by the entity to prevent further dilapidation and

18 waste; (d) bring claims and take enforcement action and or possession of tangible assets as

19 the lienholder of such assets; and (e) and provide continuity to the ownership structures of

20 Receivership Entities under the purview of the Receiver.

23 Moynahan Investments, LLC

24 25. As I stated in Declaration 1, Moynahan Investments, LLC is a Member of

25 several Receivership Entities, including the following advisor entities to Investor Funds:

26 ArciTerra Note Advisors II, LLC; ArciTerra Note Advisors III, LLC; and ArciTerra

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Opportunity Fund Advisor I, LLC. It is also a Member of several ArciTerra entities that are not among the Receivership Entities.

26. Moynahan Investments, LLC was formed in Indiana on July 12, 2004, and Marcia Larmore is the company's Manager.

27. As part of the Receiver's Bank Statement Analysis, he analyzed the bank statements of MML Investments, LLC (KS State Bank, account number ending in 9042) and identified transfers totaling approximately \$44.4 million from MML Investments, LLC to ASRA. ASRA's bank statements were also analyzed (KS State Bank, account number ending in 2596) and there were transfers totaling approximately \$45.2 million from ASRA to MML Investments, LLC (receipts from ASRA to MML Investments, LLC). These transactions occurred during a period in which ASRA engaged in significant commingling of funds between Jonathan Larmore's entities, Investor Fund entities, and other Receivership entities as described in paragraphs 2 to 7 above. The table below depicts the exchange of funds between MML Investments, LLC and ASRA on an annual basis during the Period.

Period	Payment to ASRA	Receipt from ASRA	Net Total
2019	\$ (10,214,937)	\$ 10,649,655	\$ 434,718
2020	(13,304,103)	13,406,045	101,942
2021	(3,562,496)	3,621,396	58,900
2022	(17,363,864)	17,514,865	151,001
2023	-	9,100	9,100
Total	\$ (44,445,400)	\$ 45,201,061	\$ 755,661

28. The movement of these funds during the period resulted in a net receipt of \$755,661 from ASRA to MML Investments, LLC.

29. During the Period, the Receiver also analyzed the bank statements of Moynahan Investments, LLC (KS State Bank, account number ending in 2707) and identified transfers totaling approximately \$631,400 from Moynahan Investments, LLC to MML Investments, LLC. As mentioned above, MML Investments, LLC's bank statements were also analyzed (KS State Bank, account number ending in 9042) and there were transfers totaling approximately \$1.5 million from MML Investments, LLC to Moynahan Investments, LLC (receipts from MML Investments, LLC to Moynahan Investments, LLC). The table below depicts the exchange of funds between MML Investments, LLC and Moynahan Investments, LLC on an annual basis during the Period.

Period	Payment from MML to Moynahan	Receipt from Moynahan to MML	Net Total
2019	\$ (431,740)	\$ 23,500	\$ (408,240)
2020	(882,400)	607,900	(274,500)
2021	(49,900)	-	(49,900)
2022	(117,000)	-	(117,000)
2023	(9,100)	-	(9,100)
Total	\$ (1,490,140)	\$ 631,400	\$ (858,740)

30. The movement of funds during the Period between MML Investments, LLC and Moynahan Investments, LLC resulted in a net receipt of approximately \$859,000 from MML Investments, LLC to Moynahan Investments LLC.

31. Therefore, a portion of the funds that flowed between MML Investments, LLC and Moynahan Investments, LLC inevitably originated from ASRA and were inclusive of Investor Funds due to the extensive commingling of investor funds through the pervasive use of ASRA.

33. As I stated in Declaration 1, Jonathan M. Larmore, LLC was formed in Montana on December 4, 2006, with Jonathan Larmore as Manager and CSL Investments, LLC, a Receivership Entity, the sole Member of Jonathan M. Larmore, LLC, according to the Operating Agreement of Jonathan M. Larmore, LLC.

35. The Ferrari was purchased by a wire in the amount of \$189,682 issued from the Village Brewhouse⁸ operating account.

36. Additionally, as part of the Receiver's Bank Statement Analysis, he analyzed the bank statements of ASRA (KS State Bank, account number ending in 2596), during the Period and noted numerous transactions between Jonathan M Larmore, LLC and ASRA. Transfers totaling approximately \$2 million were made from Jonathan M Larmore, LLC to

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ASRA. There are transfers totaling approximately \$2.1 million from ASRA to Jonathan M Larmore, LLC. These transactions occurred during a period in which ASRA engaged in significant commingling of funds between Mr. Larmore's entities, Investor Fund entities, and other Receivership entities as described in paragraphs 2 to 7 above. The table below depicts the exchange of funds between Jonathan M. Larmore, LLC and ASRA on an annual basis during the Period. The Receiver does not currently have authority over or access to Jonathan M Larmore, LLC bank statements to confirm the payments to ASRA from Jonathan M Larmore, LLC, thus the "Payment to ASRA" category in the table below is based on the ASRA bank statement activity for purposes of this analysis.

Period	Receipt from ASRA	Payment to ASRA	Net Total
2019	\$ (477,240)	\$ 1,827,000	\$ 1,349,760
2020	(1,614,062)	145,900	(1,468,162)
2021			
2022			
2023	(20,000)	-	(20,000)
Total	\$ (2,111,302)	\$ 1,972,900	\$ (138,402)

37. The addition of Jonathan M. Larmore, LLC to Exhibit A of the Receivership Order will permit the Receiver to pursue the return of assets including the Ferrari so that it may be sold and the proceeds returned to the investors of ArciTerra.

JML Business Consulting LLC and JML BC G400, LLC

38. As I stated in Declaration 1, JML Business Consulting LLC was organized in Arizona on March 31, 2015, with Jonathan Larmore as the sole Member and Manager of the company. JML Business Consulting LLC is the sole Member of JML BC G400, LLC, the entity that purchased and sold the private plane I detailed in Declaration 1 at paragraphs 21 to 26.

39. Similar to many of the other entities discussed in this reply declaration, JML Business Consulting LLC's bank statements were analyzed as part of the Receiver's Bank Statement Analysis. JML Business Consulting LLC's bank statements (KS State Bank, account number ending in 7908), show transfers totaling approximately \$950,000 from JML Business Consulting LLC to ASRA. ASRA's bank statements were also analyzed (KS State Bank, account number ending in 2596) and there are transfers totaling approximately \$4.4 million from ASRA to JML Business Consulting LLC. These transactions occurred during a period in which ASRA engaged in significant commingling of funds between Jonathan Larmore's entities, Investor Fund entities, and other Receivership Entities as described in paragraphs 2 to 7 above. The table below depicts the exchange of funds between JML Business Consulting LLC and ASRA on an annual basis during the Period.

Period	Payment to ASRA	Receipt from ASRA	Net Total
2019	\$ (950,055)	\$ 4,266,397	\$ 3,316,342
2020	-	-	-
2021	-	-	-
2022	-	-	-
2023	-	102,000	102,000
Total	\$ (950,055)	\$ 4,368,397	\$ 3,418,342

40. In addition, as part of the General Ledger Analysis, the Receiver analyzed the general ledger of JML Business Consulting, LLC, and ASRA for the period from 2017 through 2018 to identify recorded transfer of funds between the two entities, and found transactions totaling approximately \$13.0 million from JML Business Consulting, LLC to ASRA and transactions totaling approximately \$10.3 million from ASRA to JML Business

Consulting, LLC. These transactions occurred during a period in which ASRA engaged in significant commingling of funds between Mr. Larmore's entities, Investor Fund entities, and other Receivership entities as described in paragraphs 2 to 7 above. The table below depicts the transactions between JML Business Consulting, LLC and ASRA on an annual basis during these two fiscal years.

Period	Receipt from ASRA	Payment to ASRA	Net Total
2017	\$ 2,294,860	\$ (2,167,489)	\$ 127,371
2018	8,024,106	(10,881,336)	(2,857,231)
Total	\$ 10,318,966	\$ (13,048,825)	\$ (2,729,860)

41. As reported in the Receiver's Second Status Report filed on August 20, 2024 [ECF No. 205] at Section VI.C.ii, the Receiver also reviewed the financial statements of JML BC G400, LLC, as of December 2023 and determined the main liabilities of the entity to be an outstanding mortgage loan for \$6,049,000 on the private plane and a liability of approximately \$1,051,000 payable to AMEX. The Receiver's analysis has led to the conclusion that the latter liability is in fact a liability to ArciTerra Companies, LLC, which had been paying the AMEX invoices on behalf of JML BC G400, LLC for various AMEX charges.⁹ Instead of recording a liability to ArciTerra Companies, LLC, the amount owed to AMEX should reflect a debt of \$1,051,000 to ArciTerra Companies, LLC.¹⁰

⁹ The Receiver has reviewed bank statement transactions for ArciTerra Companies, LLC to confirm JML BC G400, LLC has not reimbursed ArciTerra Companies, LLC for payment of the AMEX charges.

¹⁰ Of note, the financial statements of JML BC 400, LLC were not closed and were not adjusted to reflect the sale of the private plane that occurred on August 18, 2023.

1 42. JML BC G400, LLC leased an airplane hangar from Development Services
2 of America (“DSA”), which received \$298,244 following the sale of the private plane to
3 satisfy the lease commitment. In June 2024, upon the Receiver’s demand, DSA agreed to
4 return \$130,000 to the Receivership following the termination of the lease, upon certain
5 conditions. DSA noted that they required a release from JML BC G400, LLC (the lessee)
6 and from ArciTerra Companies, LLC (the guarantor), prior to releasing the funds.
7

8 43. The addition of JML BC G400, LLC and JML Business Consulting LLC to
9 the list of Receivership Entities will: (a) permit the correction of an alleged clerical error;
10 (b) acknowledge the prior commingling of investor funds through ASRA; (c) give the
11 Receiver the authority to receive the funds due from DSA and release DSA from any claims
12 as required by DSA; (d) and potentially provide opportunity to recover additional funds
13 from the sale of the plane that may have been inappropriately diverted from ArciTerra prior
14 to the appointment of the Receiver.
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17 Wawasee Family Investments Limited Partnership

18 44. As I stated in Declaration 1, Wawasee Family Investments Limited
19 Partnership (“WFILP”) was organized in Arizona on February 25, 2010, with Marcia
20 Larmore and Robert Larmore as the General Partners.
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22 45. Contrary to Marcia Larmore’s assertion on page 4 in Limited Opposition
23 [ECF No. 335] that Jonathan Larmore is not a general partner, Jonathan Larmore repeatedly
24 held himself out to be a general partner of WFILP. For example, in the Form K-1 of
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1 WFILP's tax returns for the years 2015, 2018, 2019, 2020, and 2021¹¹ the most recent
2 WFILP tax returns available to the Receiver, Jonathan Larmore marked the box indicating
3 he was, at the time, "general partner" of the partnership. See the 2015, 2018, 2019, 2020
4 and 2021 Form K-1s for Jonathan Larmore's interest in WFILP, redacted and attached
5 hereto as Exhibit 3.
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7 46. Jonathan Larmore's reported interest in WFILP as of 2021, prior to the
8 passing of his father, Robert Larmore, was 7.0894% of the capital and 1% of the profits
9 and losses of the partnership. See the 2021 WFLIP K-1 for Jonathan Larmore, part of
10 Exhibit 3.
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12 47. Jonathan Larmore held himself out to be the holder of 100% of the beneficial
13 rights of WFILP. For example, the following organizational charts located in the files of
14 ArciTerra in the possession of the Receiver, identify Jonathan Larmore as the holder of
15 100% of WFILP's beneficial rights:¹²
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- 17 a. ATA Plaza OK, LLC (attached as Exhibit 4)
- 18 b. AT Altus Echelon IN, LLC (attached as Exhibit 5)
- 19 c. AT Plainfield IN, LLC (attached as Exhibit 6)
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21 48. WFILP is the sole Member of MML Investments, LLC and JMMAL
22 Investments, LLC, both Receivership Entities, and holds a 75% interest of ASRA, the
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25 ¹¹ The Receiver did not locate the tax returns for the years 2016 and 2017.

26 ¹² Consistent with Jonathan Larmore's and Marcia Larmore's Reply to the SEC's and
27 Receiver's Opposition to the Defendant's Motion to Remove StoneTurn Group, LLP as
28 Receiver. [ECF No. 177, Exhibit C]

Receivership Entity through which millions of dollars of commingled investor funds passed as discussed in paragraphs 2 to 7 above.

49. Additionally, as part of the Receiver's Bank Statement Analysis, he analyzed ASRA's bank statements (KS State Bank, account number ending in 2596), during the Period. The analysis shows transactions totaling approximately \$3.9 million in payments from ASRA to WFILP and approximately \$7,500 from WFILP to ASRA. These transactions occurred during a period in which ASRA engaged in significant commingling of funds between Jonathan Larmore's entities, Investor Fund entities, and other Receivership entities as described in paragraphs 2 to 7 above. The table below depicts the exchange of funds between WFILP and ASRA on an annual basis during the Period. The Receiver does not currently have authority over or access to WFILP bank statements to confirm the payments to ASRA from WFILP, thus the "Payment to ASRA" category in the table below is based on the ASRA bank statement activity for purposes of this analysis.

Period	Payment to ASRA	Receipt from ASRA	Net Total
2019	\$ -	\$ 1,097,406	\$ 1,097,406
2020	7,500	1,167,934	1,175,434
2021	-	302,766	302,766
2022	-	1,360,683	1,360,683
2023	-	-	-
Total	\$ 7,500	\$ 3,928,788	\$ 3,936,288

50. In addition, as part of the General Ledger Analysis, the Receiver analyzed the general ledger of WFILP, and ASRA for the period from 2017 through 2018 to identify recorded transfer of funds between the two entities, and found transactions totaling approximately \$841,000 from WFILP to ASRA and transactions totaling approximately \$649,000 from ASRA to WFILP. These transactions occurred during a period in which

ASRA engaged in significant commingling of funds between Mr. Larmore's entities, Investor Fund entities, and other Receivership entities as described in paragraphs 2 to 7, above. The table below depicts the transactions between WFILP and ASRA on an annual basis during these two fiscal years.

Period	Receipt from ASRA	Payment to ASRA	Net Total
2017	\$ 107,074	\$ (294,500)	\$ (187,426)
2018	542,054	(546,900)	(4,846)
Total	\$ 649,128	\$ (841,400)	\$ (192,272)

51. The addition of WFILP to Exhibit A of the Receivership Order will provide continuity and complete the chain of ownership of two important Receivership Entities, JMMAL Investments, LLC and MML Investments, LLC, both of which are Members of ASRA, the Receivership Entity at the hub of the commingling of investor funds.

ArciTerra Strategic Income Advisor, LLC

52. ArciTerra Strategic Income Advisor, LLC was organized in Arizona on June 29, 2011. The Manager was identified in the Articles of Organization as ArciTerra Group, LLC, while the Members holding a 20% interest or more were listed as JMMAL Investments, LLC and MML Investments, LLC, both Receivership Entities, and a third entity, WMR Investments, LLC.

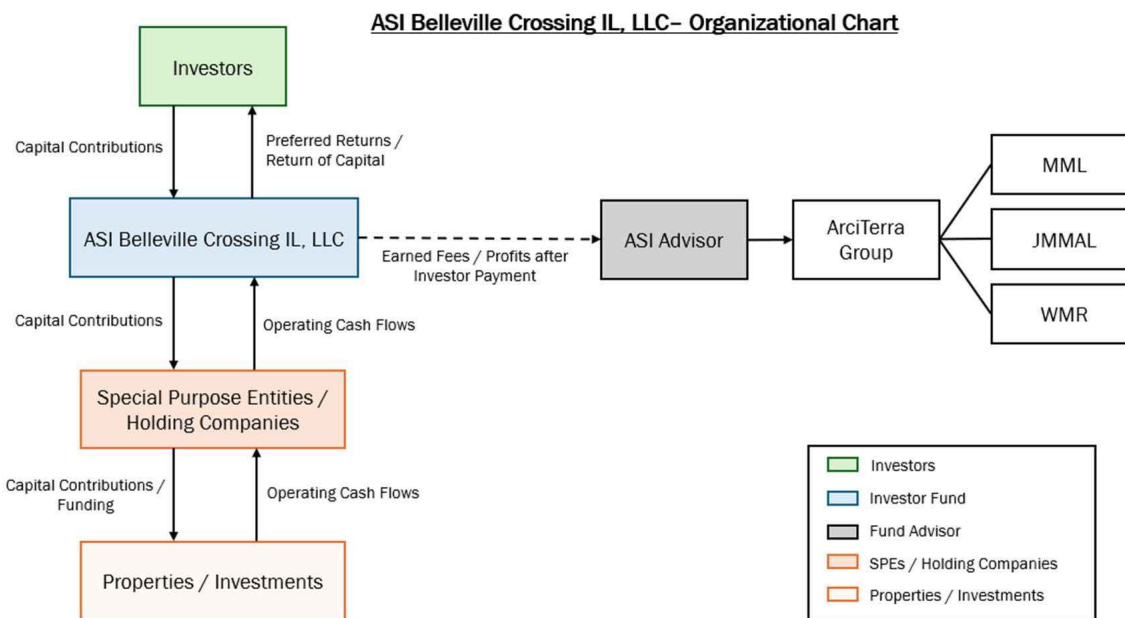
53. WMR Investments, LLC transferred its ownership interest in ArciTerra Strategic Income Advisor, LLC to Spike Holdings, LLC (see paragraphs 9 to 24, above for further detail on Spike Holdings, LLC) on January 1, 2017, according to a Membership Transfer Agreement filed with the Arizona Corporation Commission. The transfer resulted

1 in JMMAL Investments, LLC, MML Investments, LLC, and Spike Holdings, LLC holding
2 100% of ArciTerra Strategic Income Advisor, LLC.

3 54. WFILP owns 75% of ArciTerra Strategic Income Advisor, LLC.

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5 55. ArciTerra Strategic Income Advisor, LLC is part of an Investor Fund's
6 organizational structure as the "Advisor Entity" to ASI Belleville Crossing IL, LLC which
7 is an Investor Fund. Section II.2. of the Receivership Order [ECF No. 154] places
8 responsibility on the Receiver to, among other things, ascertain the financial condition of
9 the Receivership Entities and Receivership Assets, and to propose for the Court a fair and
10 equitable distribution of the remaining Receivership Assets. The Receivership Assets
11 include the Investor Funds. Without the Advisor Entity of an Investor Fund under the
12 Receiver's control, it will be challenging to manage the distribution of funds to the
13 investors in ASI Belleville Crossing IL, LLC. The below organizational chart shows
14 ArciTerra Strategic Income Advisor, LLC's role in the ASI Belleville Crossing IL, LLC
15 Investor Fund structure (as documented in the Receiver's Third Status Report filed on
16 November 20, 2024 [ECF No. 269] at Section II.E.ii.b.iii).

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56. Additionally, as part of the Receiver’s Bank Statement Analysis, he analyzed ArciTerra Strategic Income Advisor, LLC’s bank statements. ArciTerra Strategic Income Advisor, LLC’s bank statements (KS State Bank, account number ending in 8429) show transfers totaling approximately \$47.0 million from ArciTerra Strategic Income Advisor, LLC to ASRA. ASRA’s bank statements were also analyzed (KS State Bank, account number ending in 2596) and there were transfers totaling approximately \$43.9 million from ASRA to ArciTerra Strategic Income Advisor, LLC. These transactions occurred during a period in which ASRA engaged in significant commingling of funds between Mr. Larmore’s entities, Investor Fund entities, and other Receivership Entities as described in paragraphs 2 to 7, above. The table below depicts the exchange of funds between ArciTerra Strategic Income Advisor, LLC and ASRA on an annual basis during the Period.

Period	Payment to ASRA	Receipt from ASRA	Net Total
2019	\$ (10,381,164)	\$ 8,224,059	\$ (2,157,105)
2020	(13,296,173)	\$ 13,141,170	(155,003)
2021	(4,454,569)	\$ 3,951,306	(503,263)
2022	(18,875,044)	\$ 18,620,225	(254,819)
2023	-	\$ -	-
Total	\$ (47,006,950)	\$ 43,936,760	\$ (3,070,190)

57. Moreover, as part of the General Ledger Analysis, the Receiver analyzed the general ledger of ArciTerra Strategic Income Advisor, LLC, and ASRA for the period from 2017 through 2018 to identify recorded transfer of funds between the two entities, and found transactions totaling approximately \$10.9 million from ArciTerra Strategic Income Advisor, LLC to ASRA and transactions totaling approximately \$8.5 million from ASRA to ArciTerra Strategic Income Advisor, LLC. These transactions occurred during a period in which ASRA engaged in significant commingling of funds between Mr. Larmore's entities, Investor Fund entities, and other Receivership entities as described in paragraphs 2 to 7, above. The table below depicts the transactions between ArciTerra Strategic Income Advisor, LLC and ASRA on an annual basis during these two fiscal years.

Period	Receipt from ASRA	Payment to ASRA	Net Total
2017	\$ 5,415,530	\$ (7,433,510)	\$ (2,017,980)
2018	3,127,648	(3,470,575)	(342,927)
Total	\$ 8,543,178	\$ (10,904,085)	\$ (2,360,907)

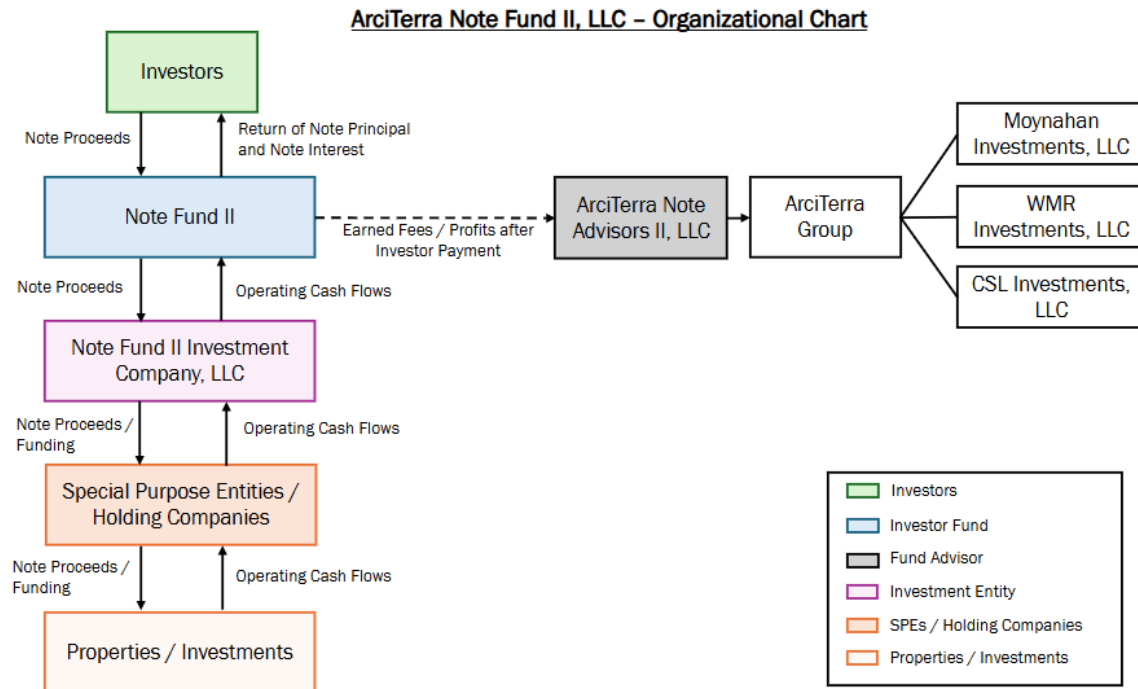
58. The addition of ArciTerra Strategic Income Advisor, LLC to Exhibit A of the Receivership Order will address the prior commingling of investor funds through ASRA and is necessary as the entity that served as a conduit through which investor funds passed on their way to other Receivership Entities.

ArciTerra Note Fund II Investment Company, LLC

59. ArciTerra Note Fund II Investment Company, LLC was organized in Arizona on October 17, 2006. ArciTerra Group, LLC, an entity listed on Exhibit A of the Receivership Order, is the Manager and ArciTerra Note Fund II, LLC, a Receivership Entity, and is the sole Member with 20% or greater interest in the entity.

60. ArciTerra Note Fund II Investment Company, LLC is the Member and Manager of ATG REIT RSC, LP, and ArciTerra Vermont Indianapolis, LLC, both Receivership Entities listed on Exhibit A of the Receivership Order.

61. Note Fund II was formed on October 18, 2006, to acquire income producing commercial real estate through ArciTerra Note Fund II Investment Company, LLC, and therefore ArciTerra Note Fund II Investment Company, LLC is part of the Note Fund II Investor Fund structure. As stated previously in paragraph 55, the Receiver has an obligation to manage the financial condition of the Receivership Assets, including Investor Funds, for purposes of ultimate distribution to the note holders/investors. Without the ArciTerra Note Fund II Investment Company, LLC under the Receiver's control, it will be challenging to properly manage the distribution of funds to the note holders in Note Fund II. The below organizational chart shows ArciTerra Note Fund II Investment Company, LLC's role in the Note Fund II Investor Fund structure (as documented in the Receiver's Third Status Report filed on November 20, 2024 [ECF No. 269] at Section II.E.ii.b.ii).



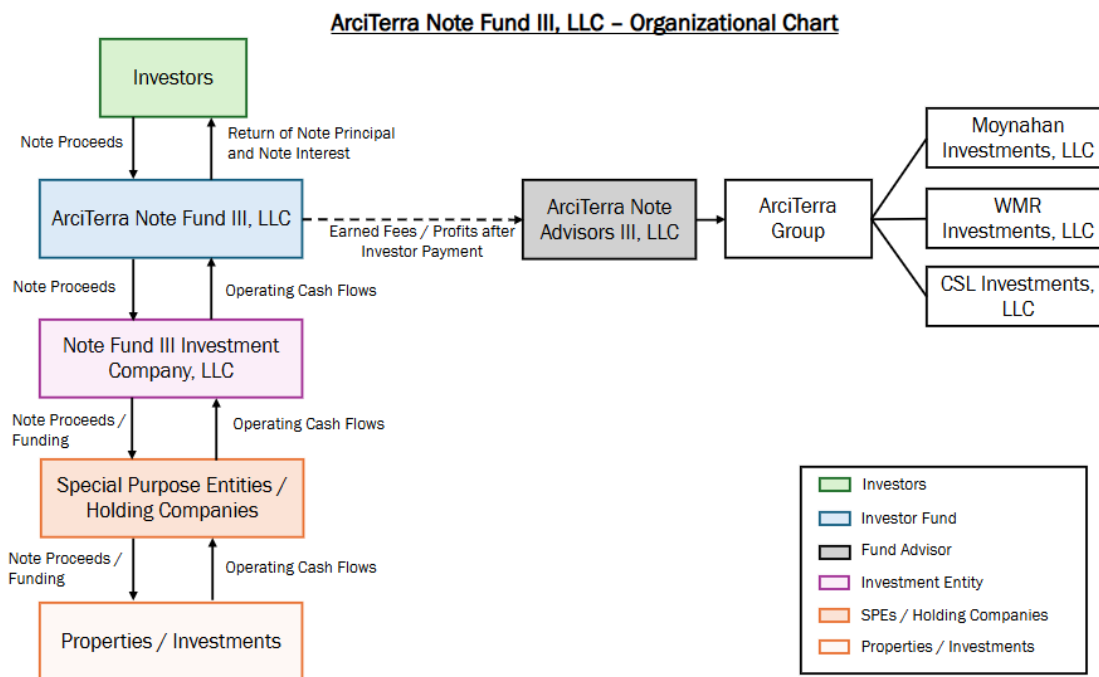
62. ArciTerra Vermont Indianapolis, LLC, an Excluded Entity by Stipulation (Exhibit C) to the Receivership Order is the owner of the following real property: 120 East Vernon Street, Indianapolis, Indiana; and 123 East Michigan Street, Indianapolis, Indiana. Both properties are Excluded Properties by Stipulation (Exhibit C) to the Receivership Order.

63. The inclusion of ArciTerra Note Fund II Investment Company, LLC to Exhibit A of the Receivership Order will complete the corporate chain of ownership for the fund and thereby facilitate the recovery of investor funds, upon the disposition of the property by the Indiana Receiver, as the entity served as the investment company for ArciTerra Note Fund II, LLC, a Receivership Entity that holds entities that hold the fund's investment properties.

ArciTerra Note Fund III Investment Company, LLC

64. ArciTerra Note Fund III Investment Company, LLC was organized in Arizona on February 19, 2008. ArciTerra Group, LLC is reported as the Manager and ArciTerra Note Fund III, LLC, a Receivership Entity, as the Member.

65. Note Fund III was formed on March 8, 2008, to acquire income producing commercial real estate through ArciTerra Note Fund III Investment Company, LLC, and therefore ArciTerra Note Fund III Investment Company, LLC is part of the Note Fund III Investor Fund structure. As mentioned previously in paragraph 55, the Receiver has an obligation to manage the financial condition of the Receivership Assets, including Investor Funds, for purposes of ultimate distribution to the note holders/investors. Without the ArciTerra Note Fund III Investment Company, LLC under the Receiver's control, it will be challenging to properly manage the distribution of funds to the note holders in Note Fund III. The below organizational chart shows ArciTerra Note Fund III Investment Company, LLC's role in the Note Fund III Investor Fund structure (as documented in the Receiver's Third Status Report filed on November 20, 2024 [ECF No. 269] at Section II.E.ii.b.i).



66. As part of the General Ledger Analysis, the Receiver also analyzed the general ledger of Note Fund III, and ASRA for the period from 2017 through 2018 to identify recorded transfer of funds between the two entities, and found transactions totaling approximately \$47,000 from Note Fund III to ASRA. These transactions occurred during a period in which ASRA engaged in significant commingling of funds between Mr. Larmore's entities, Investor Fund entities, and other Receivership entities as described in paragraphs 2 to 7, above. The table below depicts the transactions between Note Fund III and ASRA on an annual basis during these two fiscal years.

Period	Receipt from ASRA	Payment to ASRA	Net Total
2017	\$ -	\$ (32,200)	\$ (32,200)
2018	-	(14,500)	(14,500)
Total	\$ -	\$ (46,700)	\$ (46,700)

1 67. The inclusion of ArciTerra Note Fund III Investment Company, LLC to
2 Exhibit A of the Receivership Order will complete the corporate chain of ownership for
3 the fund and thereby facilitate the recovery of investor funds, in particular as the entity
4 served as the investment company for ArciTerra Note Fund III, LLC, a Receivership Entity
5 that holds entities that hold the fund's investment properties.
6

7 ArciTerra Strategic Retail, LLC

8 68. ArciTerra Strategic Retail, LLC was organized in Arizona on August 5,
9 2010. The Manager is ArciTerra Group, LLC and per the filing, no Member had a
10 reportable ownership interest over 20% of the company.
11

12 69. On March 4, 2011, an Amendment to the Articles of Organization was filed
13 in which the Manager and Member were changed to ArciTerra Strategic Retail Advisor,
14 LLC, a Receivership Entity.
15

16 70. As part of the Receiver's Bank Statement Analysis, he analyzed ArciTerra
17 Strategic Retail, LLC bank statements (KS State Bank, account number ending in 8771).
18 The analysis shows transfers totaling approximately \$26.9 million from ArciTerra
19 Strategic Retail, LLC to ASRA. ASRA's bank statements were also analyzed (KS State
20 Bank, account number ending in 2596) and there were transfers totaling approximately
21 \$24.4 million from ASRA to ArciTerra Strategic Retail, LLC. These transactions occurred
22 during a period in which ASRA engaged in significant commingling of funds between
23 Jonathan Larmore's entities, Investor Fund entities, and other Receivership Entities as
24 described in paragraphs 2 to 7, above. The table below depicts the exchange of funds
25 between ArciTerra Strategic Retail, LLC and ASRA on an annual basis during the Period.
26
27
28

Period	Payment to ASRA	Receipt from ASRA	Net Total
2019	\$ (3,577,696)	\$ 3,425,061	\$ (152,635)
2020	(16,791,372)	14,474,923	(2,316,449)
2021	(3,091,907)	3,091,907	0
2022	(3,437,937)	3,437,937	0
2023	-	-	-
Total	\$ (26,898,912)	\$ 24,429,828	\$ (2,469,084)

71. In addition, as part of the General Ledger Analysis, the Receiver analyzed the general ledger of ArciTerra Strategic Retail, LLC, and ASRA for the period from 2017 through 2018 to identify recorded transfer of funds between the two entities, and found transactions totaling approximately \$5.7 million from ArciTerra Strategic Retail, LLC to ASRA. These transactions occurred during a period in which ASRA engaged in significant commingling of funds between Mr. Larmore's entities, Investor Fund entities, and other Receivership entities as described in paragraphs 2 to 7, above. The table below depicts the transactions between ArciTerra Strategic Retail, LLC and ASRA on an annual basis during these two fiscal years.

Period	Receipt from ASRA	Payment to ASRA	Net Total
2017	\$ -	\$ (4,233,650)	\$ (4,233,650)
2018	-	(1,501,830)	(1,501,830)
Total	\$ -	\$ (5,735,480)	\$ (5,735,480)

72. The inclusion of ArciTerra Strategic Retail, LLC to Exhibit A of the Receivership Order: (a) will acknowledge the prior commingling of investor funds through ASRA; (b) will provide protection under the stay and injunction pursuant to the Receivership Order; and (c) provide continuity to the ownership structures of Receivership Entities under the purview of the Receiver.

925 W. Marion/960 W. Olympia FL, LLC

73. 925 W. Marion/960 W. Olympia FL, LLC was organized in Delaware on June 29, 2022.

74. The Operating Agreement of 925 W. Marion/960 W. Olympia FL, LLC between Spike Holdings, LLC as Member and 925 W. Marion/960 W. Olympia FL, LLC was entered into on June 29, 2022, and provided for the appointment of ArciTerra Companies, LLC as Manager. Jonathan Larmore executed the Operating Agreement on behalf of Spike Holdings, LLC as Member, and ArciTerra Companies, LLC as its Manager.

75. The purpose of 925 W. Marion/960 W. Olympia FL, LLC, as set forth in the Operating Agreement, was to pursue the “purchasing, managing, leasing, improving, financing, selling and otherwise dealing with the property located at 925 West Marion Avenue and 960 West Olympia Avenue in Punta Gorda, Florida.”

76. On August 9, 2022, 925 W. Marion/960 W. Olympia FL, LLC purchased the two adjoining parcels for \$1.6 million, and executed a mortgage in the amount of \$1.2 million. On August 10, 2022, Spike Holdings, LLC sent a wire transfer of \$381,775 to First American Title Insurance Company in connection with 925 W. Marion/960 W. Olympia FL, LLC. Based on a review of the bank statements belonging to 925 W. Marion/960 W. Olympia FL, LLC (KS State Bank, account number ending in 5391), it appears mortgage payments began being paid out of this account in November 2022 via checks to the mortgage holder for \$5,000. The only other transactions into this account on those months came from Spike Holdings, LLC, and therefore it appears as though Spike Holdings, LLC paid the mortgage for this entity. As discussed above, Spike Holdings, LLC exchanged

1 funds with ASRA during a period in which ASRA engaged in significant commingling of
2 funds between Jonathan Larmore's entities, Investor Fund entities, and other Receivership
3 entities as described in paragraphs 2 to 7, above.

4
5 77. Following Hurricane Milton in October 2024, the Receiver spent
6 approximately \$2,000 with a general contractor to address damage at the home located at
7 925 West Marion Avenue caused by the storm, including boarding up the sliding door at
8 the rear of the property and windows on the front of the structure, and removing debris
9 from the property.

10
11 78. Currently, property taxes in the amount of \$74,381 are due on the two
12 properties for tax years 2022, 2023, and 2024.

13
14 79. The addition of 925 W. Marion/960 W. Olympia FL, LLC to Exhibit A of
15 the Receivership Order will: (a) give the Receiver formal authority to continue to oversee
16 and preserve the real estate owned by the entity to prevent further dilapidation and waste;
17 (b) provide continuity to the ownership structures of Receivership Entities under the
18 purview of the Receiver; and (c) allow the Receiver to proceed with the orderly sale, in due
19 course, of the property for the benefit of ArciTerra investors and shareholders.

20
21 1333 Ryneearson, LLC

22 80. As I stated in Declaration 1, 1333 Ryneearson, LLC was organized in
23 Delaware on August 22, 2022, by Jonathan Larmore as Manager.

24
25 81. I located two executed versions of the Operating Agreement of 1333
26 Ryneearson, LLC dated August 22, 2022 within the Arciterra files in the Receiver's
27
28

1 possession. The first version is executed only by Jonathan M. Larmore as Manager of 1333
2 Ryneerson, LLC and is attached hereto as Exhibit 7.

3 82. The second executed version of the Operating Agreement was executed
4 twice by “Jonathan M. Larmore,” once as 1333 Ryneerson, LLC’s manager and once as
5 the company’s member. A true and accurate copy of this version of the Operating
6 Agreement is attached hereto as Exhibit 8.

7 83. On September 21, 2022, the U.S. Internal Revenue Service issued 1333
8 Ryneerson, LLC employer identification number (“EIN”) 92-0399424 to “Jonathan M.
9 Larmore, Sole Member.” A true and accurate copy of the EIN issuance to 1333 Ryneerson,
10 LLC is attached as Exhibit 9.

11 84. On September 30, 2022, 1333 Ryneerson, LLC acquired property consisting
12 of two parcels of real estate with a property address of 1333 Ryneerson Street, Buchanan,
13 Michigan 49107 for \$525,000. The purchase was financed via a \$600,000 “private
14 mortgage” held by Spike Holdings, LLC, an entity controlled by Jonathan Larmore, as
15 described above. A true and accurate copy of the American Land Title Association
16 Settlement Agreement, executed by Jonathan M. Larmore, is attached hereto as Exhibit 10.
17 The \$600,000 payment was made from Spike Holdings, LLC’s KS State Bank account to
18 First American Title Insurance Company on September 30, 2022. On the same day, Spike
19 received a transfer of \$700,000 from ASRA, and ASRA received a transfer of \$1.7 million
20 from ASR Echelon LLC, an Investor Fund entity.

21 85. In March 2025, the Receiver became aware that delinquent taxes in the
22 amount of approximately \$1,500 were due and required to be paid immediately to avoid a
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1 tax sale on the property. The Receiver paid the delinquent tax bill and avoided a tax sale of
2 the property.

3 86. The addition of 1333 Rynearson, LLC to Exhibit A of the Receivership Order
4 (a) will acknowledge the prior commingling of investor funds through ASRA; (b) will
5 provide protection under the stay and injunction pursuant to the Receivership Order; and
6 (c) will give the Receiver formal authority to continue to oversee and preserve the real
7 estate owned by the entity.
8

9
10 ArciTerra Walcent Portfolio I, LLC

11 87. ArciTerra Walcent Portfolio I, LLC is a limited liability company organized
12 in Arizona on July 14, 2005, according to records maintained by the Arizona Corporation
13 Commission. Jonathan Larmore is the company's Manager, while the following entities
14 are its members: CSL Investments, LLC, a Receivership Entity; Moynahan Investments,
15 LLC (see paragraphs 25 to 32, above); and Crestone Investments, LLC.
16

17 88. ArciTerra Walcent Portfolio I, LLC is a Member of the following
18 Receivership Entities: Walcent Shelby MI, LLC; ArciTerra KLS Warsaw, LLC; Walcent
19 Elk/IN, LLC; ArciTerra AZ Slidell LA, LLC; and ArciTerra CV Lafayette LA, LLC.
20

21 89. Walcent Shelby ML LLC and Walcent Elk/IN, LLC owned real property.
22 Additionally, Walcent Elk/IN, LLC is an investment property under the ArciTerra Real
23 Estate Investment Trust, Inc. Investor Fund.
24

25 90. The inclusion of ArciTerra Walcent Portfolio I, LLC in Exhibit A of the
26 Receivership Order will allow the Receiver to administer any assets held by Walcent
27
28

1 Shelby ML LLC and Walcent Elk/IN, LLC, for the benefit of ArciTerra investors and
2 shareholders.

3 Morrison Island, LLC and HV Gardens, LLC
4

5 91. Morrison Island, LLC was organized in Indiana on April 6, 2010. The sole
6 Member of the company is Wawasee Family Investments Limited Partnership. (See the
7 description of WFLIP at paragraphs 44 to 51, above.)

8 92. Morrison Island, LLC is listed on Exhibit B of the Receivership Order (Non-
9 Exhaustive List of Jonathan Larmore's Assets and Entities Subject to Asset Freeze Order).
10

11 93. On May 10, 2010, Marcia Larmore conveyed to Morrison Island, LLC three
12 parcels of land located on Morrison Island in Syracuse, Indiana which comprised of the
13 following: a part of Lot Number of 5 of Morrison Island; a part of Lot n22-cv-00011-
14 DKW-WRPumber 71 of Morrison Island; and Lots numbered 6 and 70 in the Plat of
15 Morrison Island. The conveyance was recorded on May 26, 2010.
16

17 94. Morrison Island, LLC continues to own the property described in paragraph
18 93, above.
19

20 95. At least on one occasion, funds from a Receivership Entity were used for the
21 benefit of Morrison Island, LLC. Specifically, the KS State Bank account statement for
22 ATG REIT RSC, LP establishes that a transfer from ArciTerra Noble West Noblesville IN,
23 LLC to MML Investments, LLC was made on December 10, 2018 to pay the taxes on the
24 Morrison Island property. ATG REIT RSC, LP is a direct investor entity owned by
25 ArciTerra Note Fund II and ArciTerra Note Fund III and is a Receivership Entity.
26
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1 96. HV Gardens, LLC was organized on April 8, 2010, in Indiana. The sole
2 Member of the company is Wawasee Family Investments Limited Partnership. (See the
3 description of WFLIP at paragraph 44 to 51 above). The entity is listed on Exhibit B of the
4 Receivership Order (Non-Exhaustive List of Jonathan Larmore's Assets and Entities
5 Subject to Asset Freeze Order).

6
7 97. On May 10, 2010, Robert Larmore conveyed to HV Gardens, LLC property
8 described as "Lots numbered 14 and 14 ½ in Highland View Gardens, Lake Wawasee."

9
10 98. HV Gardens, LLC continues to own the property described in paragraph 97,
11 above.

12 99. On at least one occasion, funds from a Receivership Entity were used for the
13 benefit of HV Gardens, LLC. Specifically, the KS State Bank account statement for ATG
14 REIT RSC, LP indicates that a transfer from ArciTerra Noble West Noblesville IN, LLC
15 to MML Investments, LLC was made on December 10, 2018¹³ to pay the taxes on the HV
16 Gardens properties. ATG REIT RSC, LP is a direct investor entity owned by Note Fund II
17 and Note Fund III and is a Receivership Entity.

18
19 100. HV Gardens, LLC and Morrison Island, LLC were treated by ArciTerra
20 Group as part of the ArciTerra Group of entities:

- 21
22 a. As described above at paragraphs 25 to 32, per the Receiver's Bank
23 Statement Analysis, the movement of funds during the Period between
24

25
26 ¹³ In Declaration 1, I transposed the date of the tax payment from the ATG REIT RSC, LP
27 bank statement from December 10, 2018 to December 18, 2010, which is inconsequential
28 to this analysis. A copy of the ATG REIT RSC, LP bank statement for December 2018, is
attached hereto as Exhibit 11.

1 ASRA and MML Investments, LLC, resulted in a net receipt of \$755,661
2 from ASRA to MML Investments, LLC. During the Period, MML
3 Investments, LLC paid Kosciusko County \$40,595 to cover the real estate
4 taxes for HV Gardens, LLC and Morrison Island, LLC.
5

- 6 b. The financial activities of HV Gardens, LLC and Morrison Island, LLC
7 were tracked by ArciTerra Group management in the general ledger of
8 ArciTerra Companies, as “WF1004” and “WF1003,” respectively.
9
- 10 c. Both HV Gardens, LLC and Morrison Island, LLC were regularly
11 included within lists of properties under the ArciTerra Companies’
12 umbrella. For example, both entities were included in the *Current List of*
13 *Properties* lists maintained by ArciTerra, between 2011 and 2015. See
14 for example, a document located in the files of ArciTerra created on or
15 about September 4, 2012, which lists the parent of both HV Gardens, LLC
16 and Morrison Island, LLC as “ATG” entities (ArciTerra Group), attached
17 hereto as Exhibit 12.
18
- 19 d. HV Gardens, LLC and Morrison Island, LLC are identified as Affiliates
20 of ArciTerra Group within Exhibit A of the consulting agreement
21 between ArciTerra Group LLC and D2 Consulting Group LLC (“D2
22 Consulting”), dated July 10, 2023, by which D2 Consulting agreed to
23 provide certain services to the affiliates. See, the D2 Consulting
24 Agreement attached hereto as Exhibit 13.
25
26
27
28

- 1 e. HV Gardens, LLC and Morrison Island, LLC are identified as “ArciTerra
2 Affiliates” and listed as such within Exhibit A to the Separation
3 Agreement and General Release entered into between William Rack, his
4 company WMR Investments, LLC and the ArciTerra Affiliates listed
5 within Exhibit A to that agreement dated October 5, 2017. See, the
6 William Rack Separation Agreement attached hereto as Exhibit 14.
- 7
8 f. On April 2, 2020, Jonathan Larmore submitted a Paycheck Protection
9 Program application seeking a forgivable federal loan from the U.S.
10 Small Business Administration (“SBA”). On the application he submitted
11 on behalf of ArciTerra Companies, LLC, Larmore identified CSL
12 Investments, LLC as the 100% owner of ArciTerra Companies, LLC (the
13 applicant). The application required a list of “affiliated entities” and HV
14 Gardens, LLC and Morrison Island, LLC were among the list of
15 companies Jonathan Larmore provided to the SBA as “owner” of
16 ArciTerra Companies, LLC. Where the application requested to identify
17 the relationship between the affiliated entities and the applicant, Jonathan
18 Larmore submitted as “Principal Owner or Manager” for both companies.
19 See, excerpts of the ArciTerra PPP Loan Application, attached hereto as
20 Exhibit 15.
- 21
22 g. HV Gardens, LLC and Morrison Island, LLC were among the list of the
23 ArciTerra corporate entities maintained in the regular course by
24 ArciTerra Group, and provided to their registered agent, National
25
26
27
28

1 Registered Agents, Inc., for purposes of ensuring that their corporate
2 status was current and maintained by their respective states. See, for
3 example, a document located in the files of ArciTerra listing the
4 ArciTerra properties as of 2022, attached hereto as Exhibit 16.
5

6 101. The addition of HV Gardens, LLC and Morrison Island, LLC to Exhibit A
7 of the Receivership Order will allow the Receiver access to the accounts and records of
8 HV Gardens, LLC and Morrison Island, LLC to determine whether additional Receivership
9 Entity funds, and/or investors funds, were used for the benefit of HV Gardens, LLC and to
10 assist with the Receiver's determination of the ultimate disposition of their properties for
11 the benefit of investors.
12

13 ArciTerra Strategic Retail – Echelon, LLC
14

15 102. ArciTerra Strategic Retail – Echelon, LLC was organized in Arizona on
16 January 24, 2011 as ArciTerra Strategic Retail III, LLC. On March 8, 2012, the company
17 amended its Articles of Organization to reflect a name change to ArciTerra Strategic Retail
18 – Echelon, LLC.
19

20 103. ArciTerra Strategic Retail – Echelon, LLC is an Investor Fund entity. Section
21 II.2. of the Receivership Order [ECF No. 154] places responsibility on the Receiver to,
22 among other things, ascertain the financial condition of the Receivership Entities and
23 Receivership Assets, and to propose for the Court a fair and equitable distribution of the
24 remaining Receivership Assets. The Receivership Assets include the Investor Funds.
25 Without the Investor Fund entity under the Receiver's control, it will be challenging to
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1 properly manage the distribution of funds to the investors in ArciTerra Strategic Retail –
2 Echelon, LLC.

3 104. AT Altus Echelon IN, LLC is part of the Investor Fund structure of ArciTerra
4 Strategic Retail – Echelon, LLC. The Articles of Organization of AT Altus Echelon IN,
5 LLC indicate the company was organized on February 28, 2011 in Arizona. ArciTerra
6 Strategic Retail II, LLC, a company organized in Arizona, is reported as the sole Member,
7 while the Indiana Receiver is the Manager in her capacity as Receiver.
8

9 105. AT Altus Echelon IN, LLC is the owner of real property located at 5252 East
10 82nd Street, Indianapolis, Indiana 46250, a property excluded by Stipulation (Exhibit C)
11 to the Receivership Order, as it is part of the Indiana Receivership.
12

13 106. Additionally, as part of the Receiver's Bank Statement Analysis, he analyzed
14 ArciTerra Strategic Retail – Echelon, LLC's bank statements (KS State Bank, account
15 number ending in 8283). The analysis shows transfers totaling approximately \$23.3 million
16 from ArciTerra Strategic Retail – Echelon, LLC to ASRA. ASRA's bank statements were
17 also analyzed (KS State Bank, account number ending in 2596) and there are transfers
18 totaling approximately \$22.4 million from ASRA to ArciTerra Strategic Retail – Echelon,
19 LLC. These transactions occurred during a period in which ASRA engaged in significant
20 commingling of funds between Jonathan Larmore's entities, Investor Fund entities, and
21 other Receivership Entities as described in paragraphs 2 to 7, above. The table below
22 depicts the exchange of funds between ArciTerra Strategic Retail – Echelon, LLC and
23 ASRA on an annual basis during the Period.
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Period	Payment to ASRA	Receipt from ASRA	Net Total
2019	\$ (8,076,867)	\$ 8,095,223	\$ 18,356
2020	(7,000,362)	\$ 7,269,169	268,807
2021	(1,688,743)	\$ 1,627,643	(61,100)
2022	(6,504,915)	\$ 5,380,235	(1,124,680)
2023	-	-	-
Total	\$ (23,270,887)	\$ 22,372,269	\$ (898,618)

107. In addition, in the absence of access to bank statements activity, the Receiver analyzed the general ledger of ArciTerra Strategic Retail – Echelon, LLC, and ASRA for the period from 2017 through 2018 to identify recorded transfer of funds between the two entities, and found transactions totaling approximately \$12.4 million from ArciTerra Strategic Retail – Echelon, LLC to ASRA and transactions totaling approximately \$10.7 million from ASRA to ArciTerra Strategic Retail – Echelon, LLC. These transactions occurred during a period in which ASRA engaged in significant commingling of funds between Mr. Larmore’s entities, Investor Fund entities, and other Receivership entities as described in paragraphs 2 to 7, above. The table below depicts the transactions between ArciTerra Strategic Retail – Echelon, LLC and ASRA on an annual basis during these two fiscal years.

Period	Receipt from ASRA	Payment to ASRA	Net Total
2017	\$ 6,896,376	\$ (8,648,351)	\$ (1,751,975)
2018	3,845,060	(3,789,435)	55,625
Total	\$ 10,741,436	\$ (12,437,786)	\$ (1,696,350)

108. The addition of ArciTerra Strategic Retail – Echelon, LLC to Exhibit A of the Receivership Order will acknowledge the commingling of investor funds through ASRA and provide continuity to the ownership structures of Receivership Entities under the purview of the Receiver.

ArciTerra Strategic Retail II, LLC

109. ArciTerra Strategic Retail II, LLC was organized in Arizona on January 4, 2011. The Manager of ArciTerra Strategic Retail II, LLC is ArciTerra Group LLC and the sole Member is ASRA.

110. ArciTerra Strategic Retail II, LLC is the sole Member of AT Altus Echelon IN, LLC.

111. As noted in paragraph 105 above, AT Altus Echelon IN, LLC is the owner of real property located at 5252 East 82nd Street, Indianapolis, Indiana 46250, a property excluded by Stipulation (Exhibit C) to the Receivership Order as it is part of the Indiana Receivership.

112. The addition of ArciTerra Strategic Retail II, LLC to Exhibit A of the Receivership Order will provide continuity and complete the chain of ownership of related entities and permit the Receiver to access proceeds, if any, from the sale of real property subsequent to the Indiana Receiver disposing of the property.

ArciTerra Strategic Retail – Forum KY, LLC

113. ArciTerra Strategic Retail – Forum KY, LLC is an Arizona entity organized on October 23, 2012. The company's sole Member and Manager is ArciTerra Strategic Retail Advisor, LLC.

114. ArciTerra Strategic Retail – Forum KY, LLC is an Investor Fund entity. Section II.2. of the Receivership Order [ECF No. 154] places responsibility on the Receiver to, among other things, ascertain the financial condition of the Receivership Entities and Receivership Assets, and to propose for the Court a fair and equitable distribution of the

1 remaining Receivership Assets. The Receivership Assets include the Investor Funds.
2 Without the Investor Fund entity under the Receiver's control, it will be challenging to
3 properly manage the distribution of funds to the investors in the ArciTerra Strategic Retail
4 – Forum KY, LLC Investor Fund.
5

6 115. ArciTerra Strategic Retail – Forum KY, LLC is the sole Member of AT
7 Forum KY Member II, LLC, a Receivership Entity organized in Delaware on January 29,
8 2019.
9

10 116. AT Forum KY Member II, LLC is the sole member of AT Forum Louisville
11 KY II, LLC, a Receivership Entity organized in Delaware on January 29, 2019.

12 117. AT Forum Louisville KY II, LLC is an Excluded Entity pursuant to the
13 Stipulation (Exhibit C) to the Receivership Order, as it is part of *First Guaranty Bank v.*
14 *Larmore*, et al., pending in the United States District Court for the Western District of
15 Louisiana as Case No. 5:23-cv-00683 (W.D. La.) ("First Guaranty Matter").
16

17 118. AT Forum Louisville KY II, LLC is the owner of the following real property:
18 3124-3224 S. Route 59, Naperville, Illinois; a leasehold located at 150-300 N. Hurstbourne
19 Parkway, Louisville, Kentucky; and a leasehold of approximately 0.806 acres described as
20 outparcel 150-300 N. Hurstbourne Parkway, Louisville, Kentucky. The real properties are
21 Excluded Properties pursuant to the Stipulation (Exhibit C) to the Receivership Order as
22 they are part of the First Guaranty Matter.
23
24

25 119. The inclusion of ArciTerra Strategic Retail – Forum KY, LLC to Exhibit A
26 of the Receivership Order will provide continuity and complete the chain of ownership of
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1 related entities and permit the Receiver to access proceeds, if any, from the sale of real
2 property subsequent to the resolution of the First Guaranty Matter.

3 ArciTerra Strategic Retail – Plaza OK, LLC
4

5 120. ArciTerra Strategic Retail – Plaza OK, LLC was organized in Arizona on
6 March 27, 2013.

7 121. ArciTerra Strategic Retail – Plaza OK, LLC is an Investor Fund entity.
8 Section II.2. of the Receivership Order [ECF No. 154] places responsibility on the Receiver
9 to, among other things, ascertain the financial condition of the Receivership Entities and
10 Receivership Assets, and to propose for the Court a fair and equitable distribution of the
11 remaining Receivership Assets. The Receivership Assets include the Investor Funds.
12 Without the Investor Fund entity under the Receiver's control, it will be challenging to
13 properly manage the distribution of funds to the investors in the ArciTerra Strategic Retail
14 – Plaza OK, LLC Investor Fund.
15

16
17 122. ArciTerra Strategic Retail – Plaza OK, LLC is the sole Member of ATA
18 Plaza OK, LLC, an entity organized in Arizona on March 27, 2013. ATA Plaza OK, LLC
19 is a is an Excluded Entity pursuant to the Stipulation (Exhibit C) to the Receivership Order
20 as it is part of the Echo Properties action in the District Court of Tulsa County in Oklahoma.
21

22 123. Additionally, as part of the Receiver's Bank Statement Analysis, he analyzed
23 ASRA's bank statements (KS State Bank, account number ending in 2596). The analysis
24 shows transfers totaling approximately \$44.9 million in payments from ASRA to ArciTerra
25 Strategic Retail – Plaza OK, LLC and approximately \$1.4 million from ArciTerra Strategic
26 Retail – Plaza OK, LLC to ASRA. These transactions occurred during a period in which
27
28

ASRA engaged in significant commingling of funds between Mr. Larmore's entities, Investor Fund entities, and other Receivership entities as described in paragraphs 2 to 7, above. The table below depicts the exchange of funds between ArciTerra Strategic Retail – Plaza OK, LLC and ASRA on an annual basis during the Period. The Receiver's Bank Statement Analysis does not currently include ArciTerra Strategic Retail – Plaza OK, LLC bank statements, therefore, the "Payment to ASRA" category below is based on the ASRA bank statements for purposes of this analysis.

Period	Payment to ASRA	Receipt from ASRA	Net Total
2019	\$ (244,650)	\$ 12,332,684	\$ 12,088,034
2020	\$ (287,920)	\$ 13,892,832	13,604,912
2021	\$ (721,802)	\$ 3,500,789	2,778,987
2022	\$ (122,090)	\$ 15,147,731	15,025,641
2023	\$ (18,755)	\$ 63,700	44,945
Total	\$ (1,395,217)	\$ 44,937,735	\$ 43,542,518

124. In addition, as part of the General Ledger Analysis, the Receiver analyzed the general ledger of ArciTerra Strategic Retail – Plaza OK, LLC, and ASRA for the period from 2017 through 2018 to identify recorded transfer of funds between the two entities, and found transactions totaling approximately \$13 million from ArciTerra Strategic Retail – Plaza OK, LLC to ASRA and transactions totaling approximately \$10.3 million from ASRA to ArciTerra Strategic Retail – Plaza OK, LLC. These transactions occurred during a period in which ASRA engaged in significant commingling of funds between Mr. Larmore's entities, Investor Fund entities, and other Receivership entities as described in paragraphs 2 to 7, above. The table below depicts the transactions between ArciTerra

Strategic Retail – Plaza OK, LLC and ASRA on an annual basis during these two fiscal years.

Period	Receipt from ASRA	Payment to ASRA	Net Total
2017	\$ 2,294,860	\$ (2,167,489)	\$ 127,371
2018	8,024,106	(10,881,336)	(2,857,231)
Total	\$ 10,318,966	\$ (13,048,825)	\$ (2,729,860)

125. ATA Plaza OK, LLC is the owner of real property located at 8156 S. Lewis Avenue, Tulsa, Oklahoma. The real property is an Excluded Property pursuant to the Stipulation (Exhibit C) to the Receivership Order as it is part of the Echo Properties action in District Court of Tulsa County in Oklahoma.

126. The inclusion of ArciTerra Strategic Retail – Plaza OK, LLC to Exhibit A of the Receivership Order: (a) will acknowledge the prior commingling of investor funds through ASRA; (b) will provide protection under the stay and injunction pursuant to the Receivership Order; and (c) provide continuity to the ownership structures of Receivership Entities under the purview of the Receiver.

Conclusion

127. For the reasons set forth above, in the Motion, Declaration 1 and the Reply, the Additional Entities should be designated as Receivership Entities.

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

Dated: Boston, Massachusetts
June 5, 2025



David A. Holley

Index to Exhibits

- Exhibit 1: American Express' Default Judgement Against Jonathan Larmore
- Exhibit 2: Title to the 2014 Ferrari
- Exhibit 3: Excerpts from the 2015, 2018 – 2021 Wawasee Family Investment Limited Partnership Tax Return Form K-1s
- Exhibit 4: ATA Plaza OK, LLC – Organizational Chart
- Exhibit 5: AT Altus Echelon IN, LLC – Organizational Chart
- Exhibit 6: AT Plainfield IN, LLC – Organizational Chart
- Exhibit 7: 1333 Ryneearson, LLC – Operating Agreement (one signature)
- Exhibit 8: 1333 Ryneearson, LLC - Operating Agreement (two signatures)
- Exhibit 9: 1333 Ryneearson, LLC – Internal Revenue Service EIN Issuance Letter
- Exhibit 10: 1333 Ryneearson, LLC – American Land Title Association Settlement Agreement
- Exhibit 11: ATG REIT RSC, LP Bank Statement, December 2018
- Exhibit 12: List of Current ArciTerra Properties dated September 4, 2012
- Exhibit 13: Consulting Agreement between ArciTerra Group LLC and D2 Consulting Group LLC, dated July 10, 2023
- Exhibit 14: Exhibit A to the Separation Agreement and General Release entered into between William Rack, his company WMR Investments, LLC and the ArciTerra Affiliates dated October 5, 2017
- Exhibit 15: Excerpts of Redacted PPP Loan Application of ArciTerra Companies, LLC
- Exhibit 16: 2022 list of ArciTerra entities whose registered agent is National Registered Agents, Inc., located in the files of ArciTerra.

230564493

EXHIBIT 1

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL
CIRCUIT IN AND FOR CHARLOTTE COUNTY, FLORIDA

CASE NO.: 24001065CA

AMERICAN EXPRESS NATIONAL BANK,

Plaintiff

vs.

JONATHAN LARMORE,

Defendant.

DEFAULT FINAL JUDGMENT

Docket Index Number: 12

This action is before the Court upon Plaintiff's Motion for Default Final Judgment following entry of a Clerk's Default against Defendant, JONATHAN LARMORE. Accordingly, it is ORDERED AND ADJUDGED that:

1. A Default Final Judgment is hereby entered in favor of Plaintiff, AMERICAN EXPRESS NATIONAL BANK, whose address is 115 W. Towne Ridge Parkway, Sandy, Utah 84070 and against Defendant, JONATHAN LARMORE, as follows:

PRINCIPAL	\$293,466.02
<u>COURT COSTS</u>	<u>\$544.55</u>
TOTAL	\$294,010.57

2. FOR ALL OF THE SUMS ABOVE LET EXECUTION ISSUE
3. Plaintiff is not seeking pre-judgment interest or post-judgment interest from the Defendant in this matter.
4. It is further ordered that the Defendant, JONATHAN LARMORE, shall complete a Fact Information Sheet under oath and return it to the Plaintiff's attorney MODLIN SLINSKY,

P.A. within 45 days of this final judgment, unless the final judgment is satisfied or a motion for new trial or notice of appeal is filed.

5. The jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant, JONATHAN LARMORE, to complete the Fact Information Sheet.
6. The Fact Information Sheet is not part of this Judgment.
7. It is further ordered that Plaintiff shall provide a copy of this Judgment, along with the Fact Information Sheet, to all Defendants who are not listed in the e-portal and file a Certificate of Service of same.

DONE AND ORDERED.

02/12/2025 16:17:00
24001065CA

Geoffrey H. Gentile, Circuit Court Judge 30EEKtxz 24001065CA
02/12/2025 16:17:00

Electronic Service List:

Charlotte eFile Account <cha-efiling@ca.cjis20.org>

SCOTT ERIC MODLIN <SCOTT.MODLIN@SPRECHMANLAW.COM>

Kristina A Kushner <kriskushner8@gmail.com>

Scott E Modlin <PLEADINGS@LSSMLAW.COM>, <DONITA.SALLEY@LSSMLAW.COM>

EXHIBIT 2

DEPARTMENT OF JUSTICE - MOTOR VEHICLE DIVISION

CERTIFICATE OF TITLE

PJ5753

Title Nbr	Year	Make	Model	Extended Model	Style	NCIC Vehicle Type	Unladen Weight/Material
AA5101538	2014	Ferrari	458		CV	PC	3384
VIN/HIN	MT Boat Nbr	Ton Code/Propulsion Type	Odometer				Vehicle Nbr
ZFF68NHA4E0198295			17996 Miles	Actual as of 08/25/2020			4819902
Brand	Title Issue Date	Vehicle Sale Date	Transfer Reason	Attribute	Owner Tracking Nbr		Fleet Nbr
	09/14/2020	08/25/2020	OOS Title Transfer				

Owner Name and Address

Jonathan M Larmore LLC
26 W 6th Ave
Helena MT 59601-5035
Customer Number: 1954596

This vehicle/vessel is subject to the following security interest(s):

Mail To:

Jonathan M Larmore LLC
PO Box 1691
Helena MT 59624-1691

The vehicle/vessel may be subject to other security interests.

SELLER COMPLETES IN INK	As the Registered Owner of the above vehicle, I transfer all right, title and interest to the vehicle to the following person, as of the date below:			
	Print name of buyer, whether individual or business		Date of Transfer (delivery of vehicle)	
	Buyer's Street Address		City	State Zip
	Federal and state law require that the owner state the mileage of a vehicle upon transfer of ownership. If you fail to complete this disclosure or provide a false statement, you may be subject to fines and/or imprisonment.			
	I state that this (check one) <input type="checkbox"/> 5 or <input type="checkbox"/> 6 digit odometer now reads (no tenths) _____ miles, date read _____ and to the best of my knowledge it reflects the actual mileage unless one of the following statements is checked:			
	DO NOT CHECK UNLESS APPLICABLE: <input type="checkbox"/> The odometer reading reflects the amount of mileage in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. Warning - odometer discrepancy.			
	ALL OWNERS MUST SIGN - Additional owners are listed to the right of the first owner above.			
	Under penalty of law, I certify the above odometer disclosure and transfer of ownership information is correct to the best of my knowledge; that I am the same person named above; and if signing for a business entity or trust, I have full authority to act upon behalf of the owner, whose name appears on the upper left side of this Title.			
ALL OWNERS MUST SIGN.	Signature of First Owner or Agent of Owner (Transferor)		Printed name - must be the same as signature (do not type)	
	Signature of Additional Owner or Agent of Owner (if more than one)		Printed name - must be the same as signature (do not type)	
NOTARY	Notice: notarization is only required for private sales from an individual to an individual. Vehicles sold to licensed dealerships are not required to be notarized.			
	State of	County of	Signed before me on (date)	Notary Stamp/Seal
	by (Clearly print name of person requesting notary service)			
	Notary signature			
BUYER	ACKNOWLEDGEMENT OF MILEAGE DISCLOSURE: I am aware of the above odometer certification made by the seller.			
	Signature of Buyer - only one signature is required		Printed name - must be the same as signature (do not type)	
	x			



VEHICLE SERVICES BUREAU
P.O. BOX 201431
HELENA MT 59620-1431



CONTROL NO. **16241309**
(This is not a title number)

(REV. 11/2017)

KEEP IN A SAFE PLACE. ANY ALTERATION, USE OF CORRECTION FLUID OR ERASURE VOIDS THIS CERTIFICATE.

VERIFY PRESENCE OF WATERMARK - HOLD TO LIGHT TO VIEW

INSTRUCTIONS – READ CAREFULLY

- Purchaser applying for title is required to complete and sign Section D. The purchaser must include their dealer license number, driver license (DL), federal tax identification number (FEIN), tribal identification number (Tribal ID) or corporate identification number (Corp ID). The title must be submitted to the County Treasurer within 40 days of purchase – failure to do so is a violation of MCA 61-3-220 and will result in a \$10.00 penalty.
- The secured party must include their driver license, federal tax identification number, tribal identification number or corporate identification number.
- Licensed dealers may execute up to three transfers by completing Dealer Reassignment Sections A, B, and C. Insurance companies may execute one transfer by completing Section A. **WARNING: Federal and state law requires that you transfer ownership to your purchaser and enter the mileage in connection with the transfer – failure to do so or providing a false statement is a violation of state law and may result in fines and/or imprisonment.**
- Any alteration – use of correction fluid/erasure – voids this certificate.

FIRST DEALER/INSURER REASSIGNMENT

A

For value received I, the undersigned dealer/insurer, transfer ownership of the vehicle/vessel described on this certificate of title to:

Print name of purchaser(s) _____ Address _____

I state that this (check one) 5 ☐ or 6 ☐ digit odometer now reads (no tenths) _____ miles, date read _____ and to the best of my knowledge that it reflects the actual mileage **unless one of the following statements is checked:**DO NOT CHECK
UNLESS APPLICABLE☐ The odometer reading reflects the amount of mileage *in excess of its mechanical limits.*
☐ The odometer reading is not the actual mileage. **Warning – odometer discrepancy.**

I certify under penalty of law (MCA 45-7-203, Unsworn Falsification to Authorities) that the statements made on this certificate are true and correct to the best of my knowledge, information and belief, and I have full authority to sign for the dealership or insurer.

Signature of dealer/insurer (sign in ink) _____ Printed name _____

Name of dealership/insurer _____ Dealer license number or DL/FEIN/Tribal ID/Corp ID _____

I am aware of the above odometer certification made by the dealer or insurer. Print business name _____

Date of sale _____ Signature of purchaser _____ Printed name (do not type) _____

SECOND DEALER REASSIGNMENT

B

For value received I, the undersigned dealer, transfer ownership of the vehicle/vessel described on this certificate of title to:

Print name of purchaser(s) _____ Address _____

I state that this (check one) 5 ☐ or 6 ☐ digit odometer now reads (no tenths) _____ miles, date read _____ and to the best of my knowledge that it reflects the actual mileage **unless one of the following statements is checked:**DO NOT CHECK
UNLESS APPLICABLE☐ The odometer reading reflects the amount of mileage *in excess of its mechanical limits.*
☐ The odometer reading is not the actual mileage. **Warning – odometer discrepancy.**

I certify under penalty of law (MCA 45-7-203, Unsworn Falsification to Authorities) that the statements made on this certificate are true and correct to the best of my knowledge, information and belief, and I have full authority to sign for the dealership.

Signature of dealer (sign in ink) _____ Printed name _____

Name of dealership _____ Dealer license number _____

I am aware of the above odometer certification made by the dealer. Print business name _____

Date of sale _____ Signature of purchaser _____ Printed name (do not type) _____

THIRD DEALER REASSIGNMENT

C

For value received I, the undersigned dealer, transfer ownership of the vehicle/vessel described on this certificate of title to:

Print name of purchaser(s) _____ Address _____

I state that this (check one) 5 ☐ or 6 ☐ digit odometer now reads (no tenths) _____ miles, date read _____ and to the best of my knowledge that it reflects the actual mileage **unless one of the following statements is checked:**DO NOT CHECK
UNLESS APPLICABLE☐ The odometer reading reflects the amount of mileage *in excess of its mechanical limits.*
☐ The odometer reading is not the actual mileage. **Warning – odometer discrepancy.**

I certify under penalty of law (MCA 45-7-203, Unsworn Falsification to Authorities) that the statements made on this certificate are true and correct to the best of my knowledge, information and belief, and I have full authority to sign for the dealership.

Signature of dealer (sign in ink) _____ Printed name _____

Name of dealership _____ Dealer license number _____

I am aware of the above odometer certification made by the dealer. Print business name _____

Date of sale _____ Signature of purchaser _____ Printed name (do not type) _____

TITLE APPLICATION – SECURITY INTEREST ACKNOWLEDGMENT

D

I state that I have compared the manufacturer's vehicle/vessel Identification number shown on the face of this certificate with the manufacturer's vehicle/vessel identification plate affixed to the vehicle/vessel and they agree in every particular. This vehicle/vessel is subject to the security interest(s) shown below. Write "NONE" if no security interest exists: _____

First Secured Party _____ Security Interest Date _____

Address _____ DL/FEIN/Tribal ID/Corp ID _____

Second Secured Party _____ Security Interest Date _____

Address _____ DL/FEIN/Tribal ID/Corp ID _____

I certify under penalty of law (MCA 45-7-203, Unsworn Falsification to Authorities) that the statements made on this certificate are true and correct to the best of my/our knowledge, information and belief, that I am the same person(s) named below in this purchaser(s) application, and if signing for a commercial entity or trust, I have full authority to do so.

Printed or typed name of purchaser/owner/business (1) _____ Printed or typed name of purchaser/owner (2) _____

Mailing address - purchaser 1 _____ Residence address - purchaser 1 (must be street or rural route) _____ City or town _____ State _____ Zip _____

Mailing address - purchaser 2 _____ Residence address - purchaser 2 (must be street or rural route) _____ City or town _____ State _____ Zip _____

Legal signature of purchaser/owner _____ Dealer License Number _____ DL/FEIN/Tribal ID/Corp ID purchaser (1) _____ DL/FEIN/Tribal ID/Corp ID purchaser (2) _____ Date _____
(sign in ink, only one signature required)

EXHIBIT 3

2015 TAX RETURN FILING INSTRUCTIONS**U.S. RETURN OF PARTNERSHIP INCOME****FOR THE YEAR ENDING**December 31, 2015

Prepared for	Wawasee Family Investments Limited Partnership 2701 East Camelback Road, Suite 150 Phoenix, AZ 85016
Prepared by	CliftonLarsonAllen LLP 5255 East Williams Circle, Suite 5000 Tucson, AZ 85711 (520) 790-3500
To be signed and dated by	A general partner
Amount of tax	Not applicable
Mail tax return to	This return has qualified for electronic filing. After you have reviewed your return for completeness and accuracy, please sign, date and return Form 8879-PE to our office. We will then submit your electronic return to the IRS.
Forms to be distributed to partners	Enclosed are copies of Schedule K-1 to be distributed to the partners.
Return must be mailed on or before	Return federal Form 8879-PE to us as soon as possible.
Special Instructions	Do not mail the paper copy of the return to the IRS. You should provide a paper copy of these Schedules K-1 to each of the partners immediately. If you choose to distribute these schedules electronically, you must distribute them in accordance with the specific requirements contained in IRS Revenue Procedure 2012-17. Please contact us if you need assistance regarding these requirements.

651113

Schedule K-1
(Form 1065)

2015

For calendar year 2015, or tax

Department of the Treasury
Internal Revenue Service

year beginning _____

ending _____

**Partner's Share of Income, Deductions,
Credits, etc.**

▶ See separate instructions.

☐ Final K-1☐ Amended K-1

OMB No. 1545-0123

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items****Part I Information About the Partnership****A** Partnership's employer identification number

80-0575966

B Partnership's name, address, city, state, and ZIP codeWAWASEE FAMILY INVESTMENTS LIMITED
PARTNERSHIP
2701 EAST CAMELBACK ROAD, SUITE 150
PHOENIX, AZ 85016**C** IRS Center where partnership filed return

E-FILE

D ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner****E** Partner's identifying number**F** Partner's name, address, city, state, and ZIP codeJONATHAN M LARMORE
2701 E CAMELBACK ROAD STE 150
PHOENIX, AZ 85016**G** ☒ General partner or LLC member-manager ☐ Limited partner or other LLC member**H** ☒ Domestic partner ☐ Foreign partner**I1** What type of entity is this partner? INDIVIDUAL**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐**J** Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	1.0000000%	1.0000000%
Loss	1.0000000%	1.0000000%
Capital	1.0000000%	1.0000000%

K Partner's share of liabilities at year end:

*See attached statement for additional information.

For IRS Use Only

2018 TAX RETURN FILING INSTRUCTIONS**U.S. RETURN OF PARTNERSHIP INCOME****FOR THE YEAR ENDING**December 31, 2018

Prepared for	Wawasee Family Investments Limited Partnership 2701 East Camelback Road, Suite 150 Phoenix, AZ 85016
Prepared by	CliftonLarsonAllen LLP 5255 East Williams Circle, Suite 5000 Tucson, AZ 85711 (520) 790-3500
To be signed and dated by	A general partner
Amount of tax	Not applicable
Mail tax return to	This return has qualified for electronic filing. After you have reviewed your return for completeness and accuracy, please sign, date and return Form 8879-PE to our office. We will then submit your electronic return to the IRS.
Forms to be distributed to partners	Enclosed are copies of Schedule K-1 to be distributed to the partners.
Return must be mailed on or before	Return federal Form 8879-PE to us as soon as possible.
Special Instructions	Do not mail the paper copy of the return to the IRS. You should provide a paper copy of these Schedules K-1 to each of the partners immediately. If you choose to distribute these schedules electronically, you must distribute them in accordance with the specific requirements contained in IRS Revenue Procedure 2012-17. Please contact us if you need assistance regarding these requirements.

651118

Schedule K-1
(Form 1065)
 Department of the Treasury
 Internal Revenue Service

2018

For calendar year 2018, or tax year

beginning

ending

☐ Final K-1☐ Amended K-1

OMB No. 1545-0123

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
 80-0575966

B Partnership's name, address, city, state, and ZIP code
 WAWASEE FAMILY INVESTMENTS LIMITED
 PARTNERSHIP
 2701 EAST CAMELBACK ROAD, SUITE 150
 PHOENIX, AZ 85016

C IRS Center where partnership filed return
 E-FILE

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number

F Partner's name, address, city, state, and ZIP code

JONATHAN M LARMORE
 2701 E CAMELBACK ROAD STE 150
 PHOENIX, AZ 85016

G ☒ General partner or LLC member-manager ☐ Limited partner or other LLC member

H ☒ Domestic partner ☐ Foreign partner

I1 What type of entity is this partner? INDIVIDUAL

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	1.00000000%	1.00000000%
Loss	1.00000000%	1.00000000%
Capital	0.00000000%	0.00000000%

K Partner's share of liabilities:

For IRS Use Only



CLA (CliftonLarsonAllen LLP)
CLAconnect.com

**WAWASEE FAMILY INVESTMENTS LIMITED
PARTNERSHIP**

1065 INCOME TAX RETURN

FOR YEAR ENDED DECEMBER 31, 2019

651119

**Schedule K-1
(Form 1065)**Department of the Treasury
Internal Revenue Service**2019**

For calendar year 2019, or tax year

beginning

ending

**Partner's Share of Income, Deductions,
Credits, etc.**

▶ See separate instructions.

Final K-1

Amended K-1

OMB No. 1545-0123

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items****Part I Information About the Partnership****A** Partnership's employer identification number

80-0575966

B Partnership's name, address, city, state, and ZIP codeWAWASEE FAMILY INVESTMENTS LIMITED
PARTNERSHIP
2701 EAST CAMELBACK ROAD, SUITE 150
PHOENIX, AZ 85016**C** IRS Center where partnership filed return ▶

E-FILE

D Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner****E** Partner's SSN or TIN (Do not use TIN of a disregarded entity. See inst.)**F** Name, address, city, state, and ZIP code for partner entered in E. See instructions.JONATHAN M LARMORE
2701 E CAMELBACK ROAD STE 150
PHOENIX, AZ 85016**G** ☒ General partner or LLC member-manager ☐ Limited partner or other LLC member**H1** ☒ Domestic partner ☐ Foreign partner**H2** If the partner is a disregarded entity (DE), enter the partner's:

TIN _____ Name _____

I1 What type of entity is this partner? INDIVIDUAL**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here**J** Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	1.0000000 %	1.0000000 %
Loss	1.0000000 %	1.0000000 %
Capital	0.0000000 %	7.0894000 %

Check if decrease is due to sale or exchange of partnership interest

K Partner's share of liabilities:**21** More than one activity for at-risk purposes***22** More than one activity for passive activity purposes*

*See attached statement for additional information.

For IRS Use Only

2020 TAX RETURN FILING INSTRUCTIONS

U.S. RETURN OF PARTNERSHIP INCOME

FOR THE YEAR ENDING

December 31, 2020

Prepared For:

Wawasee Family Investments Limited
Partnership
2701 East Camelback Road, Suite 150
Phoenix, AZ 85016

Prepared By:

CliftonLarsonAllen LLP
5255 East Williams Circle, Suite 5000
Tucson, AZ 85711

To Be Signed and Dated By:

A general partner

Amount of Tax:

Not applicable

Mail Tax Return To:

This return has qualified for electronic filing. After you have reviewed your return for completeness and accuracy, please sign, date and return Form 8879-PE to our office. We will then submit your electronic return to the IRS.

Forms to be Distributed to Partners:

Enclosed are copies of Schedule K-1 to be distributed to the partners.

Return Must be Mailed On or Before:

Return federal Form 8879-PE to us as soon as possible.

Special Instructions:

Do not mail the paper copy of the return to the IRS.

You should provide a paper copy of these Schedules K-1 to each of the partners immediately. If you choose to distribute these schedules electronically, you must distribute them in accordance with the specific requirements contained in IRS Revenue Procedure 2012-17. Please contact us if you need assistance regarding these requirements.

651119

**Schedule K-1
(Form 1065)**Department of the Treasury
Internal Revenue Service**2020**

For calendar year 2020, or tax year

beginning

ending

**Partner's Share of Income, Deductions,
Credits, etc.**

▶ See separate instructions.

Final K-1

Amended K-1

OMB No. 1545-0123

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items****Part I Information About the Partnership****A** Partnership's employer identification number

80-0575966

B Partnership's name, address, city, state, and ZIP codeWAWASEE FAMILY INVESTMENTS LIMITED
PARTNERSHIP
2701 EAST CAMELBACK ROAD, SUITE 150
PHOENIX, AZ 85016**C** IRS Center where partnership filed return ▶

E-FILE

D Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner****E** Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)**F** Name, address, city, state, and ZIP code for partner entered in E. See instructions.JONATHAN M LARMORE
2701 E CAMELBACK ROAD STE 150
PHOENIX, AZ 85016**G** ☒ General partner or LLC member-manager ☐ Limited partner or other LLC member**H1** ☒ Domestic partner ☐ Foreign partner**H2** If the partner is a disregarded entity (DE), enter the partner's:

TIN _____ Name _____

I1 What type of entity is this partner? INDIVIDUAL**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here _____**J** Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	1.0000000 %	1.0000000 %
Loss	1.0000000 %	1.0000000 %
Capital	7.0894000 %	7.0894000 %

Check if decrease is due to sale or exchange of partnership interest _____

K Partner's share of liabilities:**21** More than one activity for at-risk purposes***22** More than one activity for passive activity purposes*

*See attached statement for additional information.

For IRS Use Only



CliftonLarsonAllen LLP
CLAconnect.com

**WAWASEE FAMILY INVESTMENTS LIMITED
PARTNERSHIP**

1065 INCOME TAX RETURN

FOR YEAR ENDED DECEMBER 31, 2021

651121

**Schedule K-1
(Form 1065)**Department of the Treasury
Internal Revenue Service**2021**

For calendar year 2021, or tax year

beginning

ending

**Partner's Share of Income, Deductions,
Credits, etc.**

▶ See separate instructions.

Final K-1

Amended K-1

OMB No. 1545-0123

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items****Part I Information About the Partnership****A** Partnership's employer identification number

80-0575966

B Partnership's name, address, city, state, and ZIP codeWAWASEE FAMILY INVESTMENTS LIMITED
PARTNERSHIP
2701 EAST CAMELBACK ROAD, SUITE 150
PHOENIX, AZ 85016**C** IRS center where partnership filed return ▶

E-FILE

D Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner****E** Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)**F** Name, address, city, state, and ZIP code for partner entered in E. See instructions.JONATHAN M LARMORE
2701 E CAMELBACK ROAD STE 150
PHOENIX, AZ 85016**G** ☒ General partner or LLC member-manager ☐ Limited partner or other LLC member**H1** ☒ Domestic partner ☐ Foreign partner**H2** If the partner is a disregarded entity (DE), enter the partner's:

TIN _____ Name _____

I1 What type of entity is this partner? INDIVIDUAL**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here**J** Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	1.0000000 %	1.0000000 %
Loss	1.0000000 %	1.0000000 %
Capital	7.0894000 %	7.0894000 %

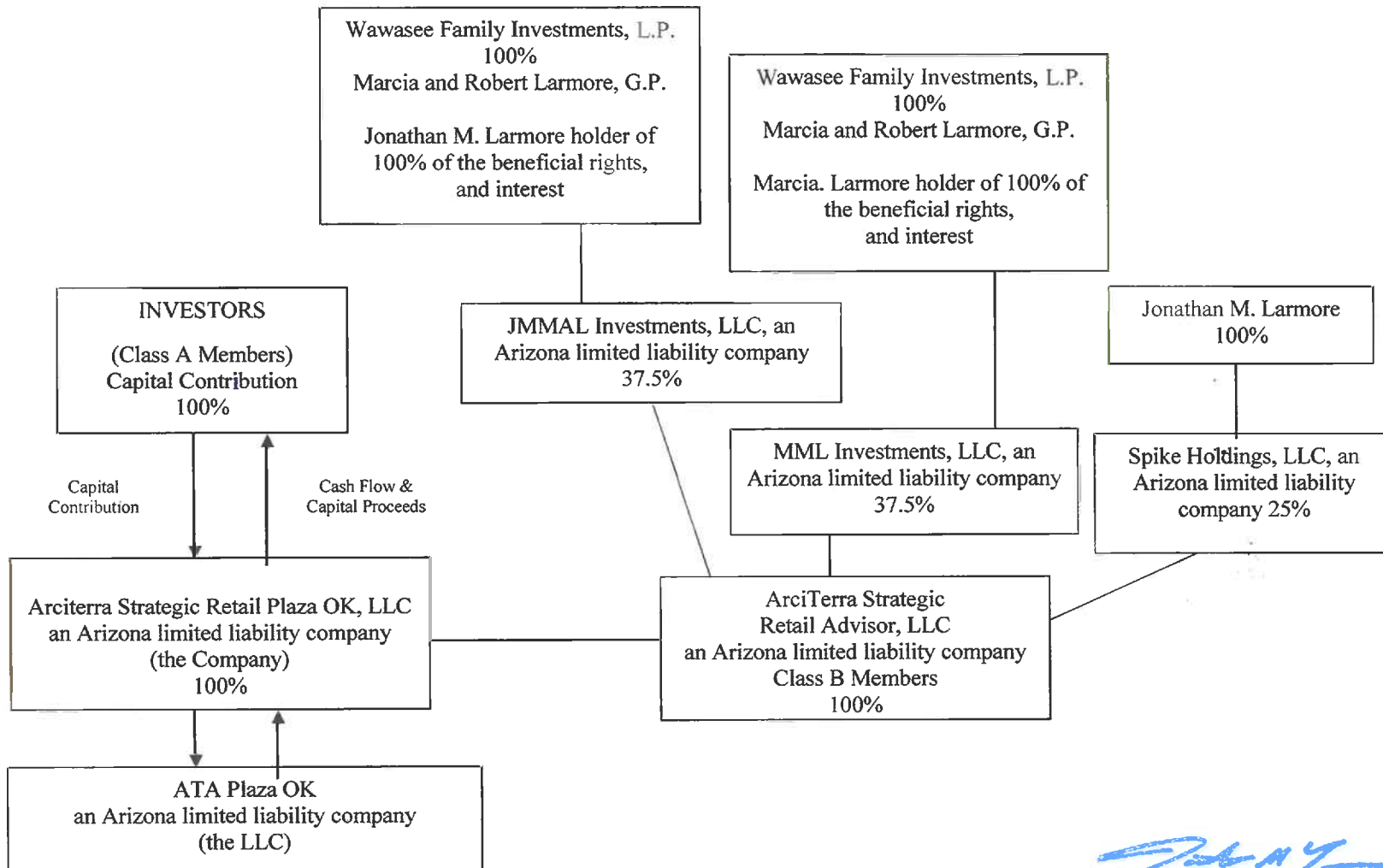
Check if decrease is due to sale or exchange of partnership interest

K Partner's share of liabilities:**22** More than one activity for at-risk purposes***23** More than one activity for passive activity purposes*

*See attached statement for additional information.

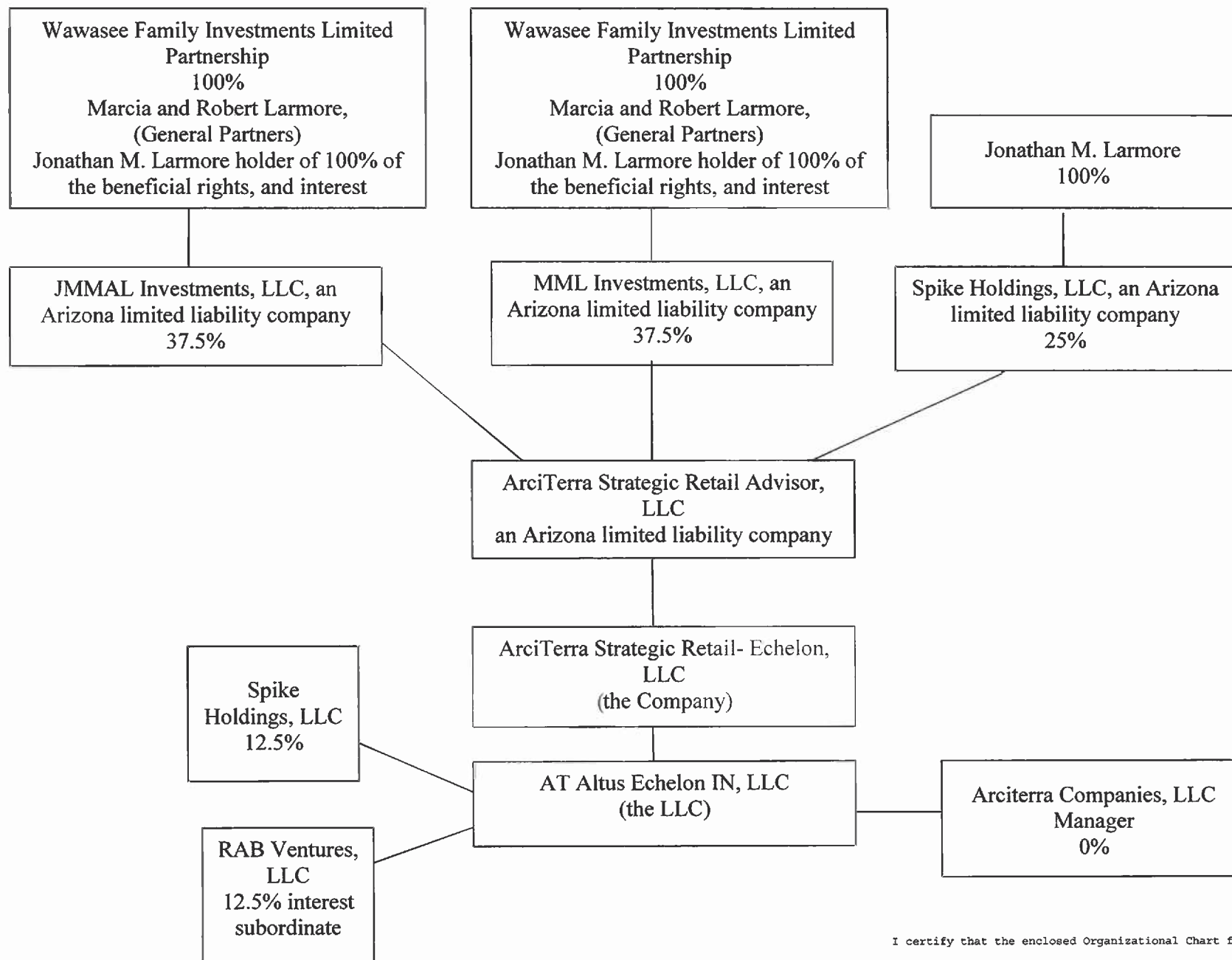
For IRS Use Only

EXHIBIT 4



May 1, 2018

EXHIBIT 5



I certify that the enclosed Organizational Chart for AT Altus Echelon IN, LLC as of 7/18/18 is true and accurate to the best of my knowledge.


Jonathan M. Larmore

EXHIBIT 6

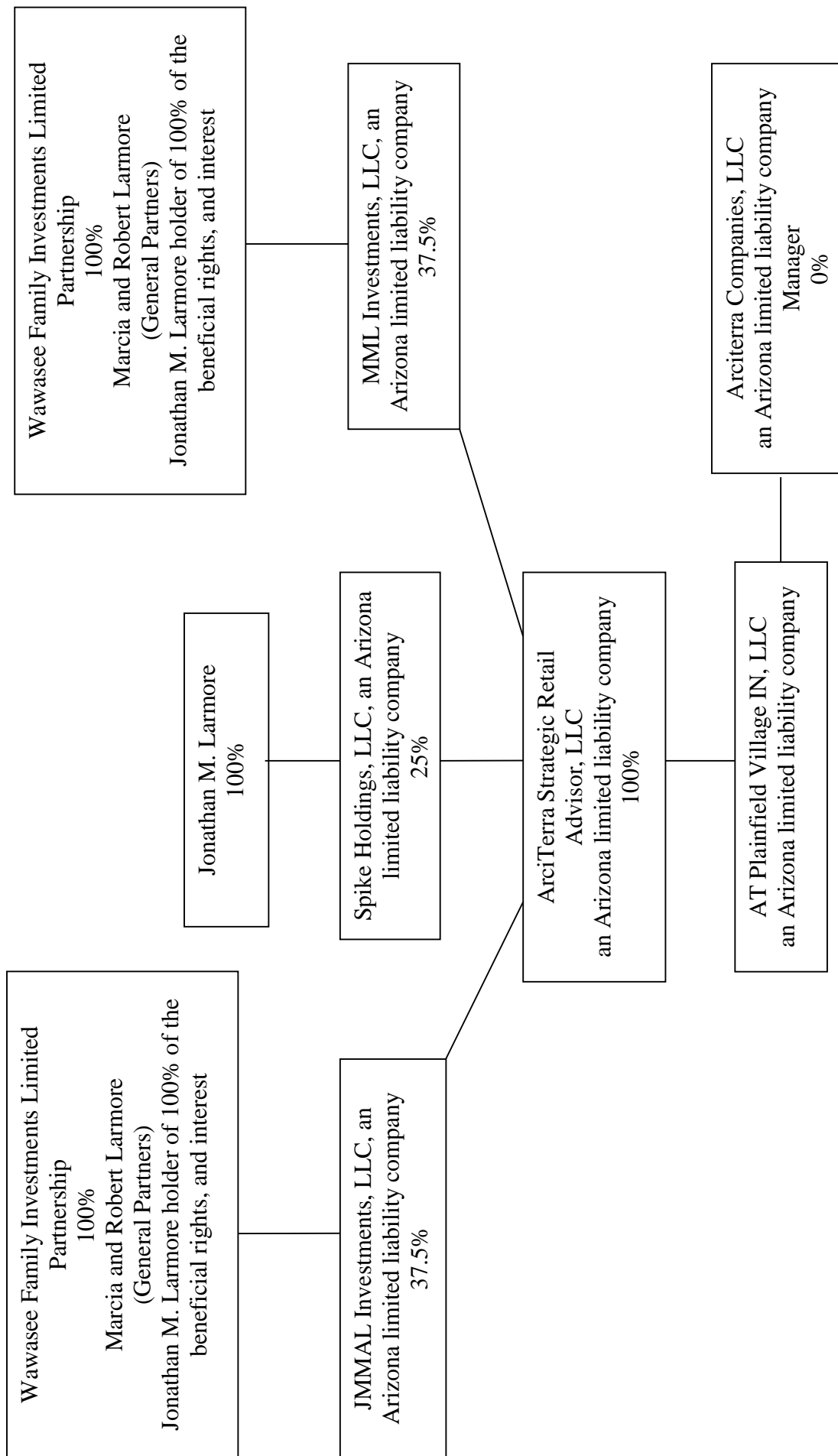


EXHIBIT 7

**OPERATING AGREEMENT
OF
1333 RYNEARSON, LLC**

This Operating Agreement (the "Agreement") is made and entered into as of August 22, 2022 by and between Jonathan R. Larmore, an individual (the "Member"), and 1333 Rynearson, LLC, a Delaware limited liability company (the "Company").

1. **Formation.** The Manager has formed a Delaware limited liability company under the name "1333 Rynearson, LLC" pursuant to the Delaware Limited Liability Company Act (the "Act"), effective upon the filing of the Articles of Organization (the "Articles") for the Company on August 22, 2022.

2. **Principal Office and Place of Business.** The principal office and place of business (the "Principal Office") of the Company shall be 2701 East Camelback Road, Suite 150, Phoenix, Arizona 85016, or such other place as the Manager from time to time shall determine.

3. **Agent for Service of Process.** The agent for service of process for the Company shall be National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Delaware 19904 or such other person or entity as the Manager shall appoint from time to time.

4. **Purpose.** The Company shall have the power to pursue any and all activities necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of such purposes as are determined from time to time by the Manager that are permissible under the Act, provided that the primary initial purpose of the Company shall be to acquire, manage, lease, improve, finance, sell and otherwise deal with real property located at 1333 Rynearson Street Buchanan, MI 49017.

5. **Term.** The term of the Company shall commence on the filing date of the Articles and shall continue until dissolved.

6. **Management.** The manager ("Manager") of the Company shall be appointed by the Member. The Member shall be entitled to remove and appoint individuals and entities as Manager from time to time in the Member's for Cause or due to Disability, provided that in no event shall a Manager be removed while a corresponding Manager Guaranty exists. The Initial Manager of the Company shall be Jonathan M. Larmore. Except as otherwise expressly provided herein, the Manager shall have full, exclusive and complete power to manage and control the business and affairs of the Company and shall have all of the rights and powers provided to a manager of a manager-managed limited liability company by law, including the power and authority to execute instruments and documents, to mortgage, acquire or dispose of any real property, and to take other actions on behalf of the Company, whether or not such actions are for carrying on the business of the Company in its usual way. Jonathan M. Larmore shall not be removed as Manager except in the case of death, resignation, Disability or for Cause. If a Manager Guaranty is in effect upon Jonathan M. Larmore's removal as Manager, the Member(s) shall cause him to be replaced as the guarantor under the applicable Manager Guaranty and shall indemnify, defend and hold him harmless from and against any loss, cost, expense, damage or clam arising in connection with such Manager Guaranty, except to the extent liability has arisen

thereunder due to the gross negligence or willful misconduct of Jonathan M. Larmore. Such Member indemnity shall be in addition to the provisions of Section 8.

For purposes of this Section 8 (i), "Cause" shall mean (A) the continued willful or negligent failure by the Manager(s) to substantially perform his duties under this Agreement; (B) the commission by the Manager(s) of any act of fraud, embezzlement or dishonesty with the Company's assets; or (C) the conviction of the Manager(s) of a felony offense involving securities laws violation, antitrust laws, tax or financial reporting; *provided, however*, that "Cause" does not mean any act or omission that all of the Members consented to in writing; (ii) a "Disability" shall be deemed to occur if a licensed physician which does not have a preexisting relationship with any Member or its affiliates and is reasonably selected by majority of the Members certifies in writing that the Manager(s) is physically or mentally incapable of performing the duties prescribed under this Agreement and (iii) ("Manager Guaranty") means the Manager's or its direct or indirect principal owner's outstanding payment and/or performance guaranty of any loan obtained by Company.

7. **Banking Resolution.** The Manager shall open all banking accounts as the Manager deems necessary and enter into any deposit agreements as are required by the financial institution at which such accounts are opened. The Manager and such other persons or entities designated in writing by the Manager shall have signing authority with respect to such bank accounts. Funds deposited into such accounts shall be used only for the business of the Company.

8. **Indemnification.** The Company and its successors shall indemnify, defend and hold harmless Manager and any and all of their Affiliates (each, an "Indemnitee"), to the extent of the Company's assets, for, from and against any liability, damage, cost, expense, loss, claim or judgment incurred by the Indemnitee arising out of any claim based upon acts performed or omitted to be performed by the Indemnitee in connection with the business of the Company, including without limitation, attorneys' fees and costs incurred by the Indemnitee in settlement or defense of such claims. Notwithstanding the foregoing, no Indemnitee shall be so indemnified, defended or held harmless for claims based upon acts or omissions in breach of this Agreement or which constitute fraud, gross negligence, or willful misconduct. Amounts incurred by an Indemnitee in connection with any action or suit arising out of or in connection with Company affairs shall be reimbursed by the Company. "Affiliate" means a person or entity who, with respect to the Manager: (a) directly or indirectly controls, is controlled by or is under common control with the Manager; (b) owns or controls 10 percent or more of the outstanding voting securities of the Manager; (c) is an officer, director, shareholder, partner or member of the Manager; or (d) if the Manager is an officer, director, shareholder, partner or member of any entity, the entity for which the Manager acts in any such capacity.

9. **Liability.** No Indemnitee shall be personally liable, responsible, accountable in damages or otherwise to the Company for any act or omission performed or omitted by such Indemnitee in connection with the Company or its business. The Manager's liability for the debts and obligations of the Company shall be limited as set forth in the Act and other applicable law.

10. **Reimbursable Expenses.** The Company will reimburse the Manager for all actual out-of-pocket third-party expenses incurred in connection with the carrying out of the duties set forth in this Agreement.

11. **Records.** The Manager shall keep or cause to be kept at the Principal Office of the Company the following: (a) a written record of the full name and business, residence or mailing address of the Manager; (b) a copy of the initial Articles of Organization and all amendments thereto; (c) copies of all written operating agreements and all amendments to such agreements, including any prior written operating agreements no longer in effect; (d) copies of any written and signed promises by the Manager to make capital contributions to the Company; (e) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years; (f) copies of any prepared financial statements of the Company for the three most recent years; and (g) minutes of every meeting as well as any written consents or actions taken without a meeting.

12. **Dissolution.** The Company shall be dissolved upon the election of the Manager. A withdraw event with respect to the Member shall not dissolve the Company, unless any assignees of the Member's interest do not elect to continue the Company and admit a member within 90 days of such withdrawal event.

13. **Filing Upon Dissolution.** As soon as possible following the dissolution of the Company, the Manager shall execute and file all notices and other documents required under the Act and any other applicable law.

14. **Liquidation.** Upon dissolution of the Company, it shall be wound up and liquidated as rapidly as business circumstances permit, the Manager shall act as the liquidating trustee, and the assets of the Company shall be liquidated and the proceeds thereof shall be paid (to the extent permitted by applicable law) in the following order: (a) first, to creditors in the order and priority required by applicable law; and (b) second, to a reserve for contingent liabilities to be distributed at the time and in the manner as the liquidating trustee determines in its sole discretion.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

16. **Severability.** If any provision of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby.

17. **Binding Effect.** Except as otherwise provided herein, this Agreement shall inure to benefit of and be binding upon the Manager and its respective successors and assigns.

18. **Titles and Captions.** All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not a part of the context hereof.

19. **Pronouns and Plurals.** All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the appropriate person may require.

20. **No Third Party Rights.** This Agreement is intended to create enforceable rights between the parties hereto only, and, except as expressly provided herein, creates no rights in, or obligations to, any other persons.

21. **Amendments.** This Agreement may not be amended except by a written document executed by the Manager and the Company.

The parties, intending to be legally bound, have executed this Operating Agreement effective as of the day and year first above written.

MEMBER:

Jonathan R. Larmore, an individual

By: _____
Jonathan R. Larmore

COMPANY:

1333 Rynearson, LLC, a Delaware limited liability company

By: Jonathan M. Larmore, its Manager

By: _____
Jonathan M. Larmore, Manager

EXHIBIT 8

**OPERATING AGREEMENT
OF
1333 RYNEARSON, LLC**

This Operating Agreement (the "Agreement") is made and entered into as of August 22, 2022 by and between Jonathan R. Larmore, an individual (the "Member"), and 1333 Rynearson, LLC, a Delaware limited liability company (the "Company").

1. **Formation.** The Manager has formed a Delaware limited liability company under the name "1333 Rynearson, LLC" pursuant to the Delaware Limited Liability Company Act (the "Act"), effective upon the filing of the Articles of Organization (the "Articles") for the Company on August 22, 2022.

2. **Principal Office and Place of Business.** The principal office and place of business (the "Principal Office") of the Company shall be 2701 East Camelback Road, Suite 150, Phoenix, Arizona 85016, or such other place as the Manager from time to time shall determine.

3. **Agent for Service of Process.** The agent for service of process for the Company shall be National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Delaware 19904 or such other person or entity as the Manager shall appoint from time to time.

4. **Purpose.** The Company shall have the power to pursue any and all activities necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of such purposes as are determined from time to time by the Manager that are permissible under the Act, provided that the primary initial purpose of the Company shall be to acquire, manage, lease, improve, finance, sell and otherwise deal with real property located at 1333 Rynearson Street Buchanan, MI 49017.

5. **Term.** The term of the Company shall commence on the filing date of the Articles and shall continue until dissolved.

6. **Management.** The manager ("Manager") of the Company shall be appointed by the Member. The Member shall be entitled to remove and appoint individuals and entities as Manager from time to time in the Member's for Cause or due to Disability, provided that in no event shall a Manager be removed while a corresponding Manager Guaranty exists. The Initial Manager of the Company shall be Jonathan M. Larmore. Except as otherwise expressly provided herein, the Manager shall have full, exclusive and complete power to manage and control the business and affairs of the Company and shall have all of the rights and powers provided to a manager of a manager-managed limited liability company by law, including the power and authority to execute instruments and documents, to mortgage, acquire or dispose of any real property, and to take other actions on behalf of the Company, whether or not such actions are for carrying on the business of the Company in its usual way. Jonathan M. Larmore shall not be removed as Manager except in the case of death, resignation, Disability or for Cause. If a Manager Guaranty is in effect upon Jonathan M. Larmore's removal as Manager, the Member(s) shall cause him to be replaced as the guarantor under the applicable Manager Guaranty and shall indemnify, defend and hold him harmless from and against any loss, cost, expense, damage or clam arising in connection with such Manager Guaranty, except to the extent liability has arisen

thereunder due to the gross negligence or willful misconduct of Jonathan M. Larmore. Such Member indemnity shall be in addition to the provisions of Section 8.

For purposes of this Section 8 (i), "Cause" shall mean (A) the continued willful or negligent failure by the Manager(s) to substantially perform his duties under this Agreement; (B) the commission by the Manager(s) of any act of fraud, embezzlement or dishonesty with the Company's assets; or (C) the conviction of the Manager(s) of a felony offense involving securities laws violation, antitrust laws, tax or financial reporting; *provided, however*, that "Cause" does not mean any act or omission that all of the Members consented to in writing; (ii) a "Disability" shall be deemed to occur if a licensed physician which does not have a preexisting relationship with any Member or its affiliates and is reasonably selected by majority of the Members certifies in writing that the Manager(s) is physically or mentally incapable of performing the duties prescribed under this Agreement and (iii) ("Manager Guaranty") means the Manager's or its direct or indirect principal owner's outstanding payment and/or performance guaranty of any loan obtained by Company.

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8. **Indemnification.** The Company and its successors shall indemnify, defend and hold harmless Manager and any and all of their Affiliates (each, an "Indemnatee"), to the extent of the Company's assets, for, from and against any liability, damage, cost, expense, loss, claim or judgment incurred by the Indemnatee arising out of any claim based upon acts performed or omitted to be performed by the Indemnatee in connection with the business of the Company, including without limitation, attorneys' fees and costs incurred by the Indemnatee in settlement or defense of such claims. Notwithstanding the foregoing, no Indemnatee shall be so indemnified, defended or held harmless for claims based upon acts or omissions in breach of this Agreement or which constitute fraud, gross negligence, or willful misconduct. Amounts incurred by an Indemnatee in connection with any action or suit arising out of or in connection with Company affairs shall be reimbursed by the Company. "Affiliate" means a person or entity who, with respect to the Manager: (a) directly or indirectly controls, is controlled by or is under common control with the Manager; (b) owns or controls 10 percent or more of the outstanding voting securities of the Manager; (c) is an officer, director, shareholder, partner or member of the Manager; or (d) if the Manager is an officer, director, shareholder, partner or member of any entity, the entity for which the Manager acts in any such capacity.

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15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

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21. **Amendments.** This Agreement may not be amended except by a written document executed by the Manager and the Company.

The parties, intending to be legally bound, have executed this Operating Agreement effective as of the day and year first above written.

MEMBER:

Jonathan R. Larmore, an individual

By: 

Jonathan R. Larmore

COMPANY:

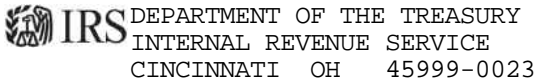
1333 Rynearson, LLC, a Delaware limited liability company

By: Jonathan M. Larmore, its Manager

By: 

Jonathan M. Larmore, Manager

EXHIBIT 9



Date of this notice: 09-21-2022

Employer Identification Number:
92-0399424

Form: SS-4

Number of this notice: CP 575 G

1333 RYNEARSON LLC
JONATHAN M LARMORE SOLE MBR
2701 E CAMELBACK RD STE 150
PHOENIX, AZ 85016

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0399424. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

1333 RYNEARSON LLC
JONATHAN M LARMORE SOLE MBR
2701 E CAMELBACK RD STE 150
PHOENIX, AZ 85016

EXHIBIT 10

American Land Title Association

ALTA Settlement Statement – Buyer

Adopted 05-01-2015

File No.: 974861

First American Title Insurance Company

Printed: 09/30/2022, 2:45 PM

Officer/Escrow Officer: Niles Team/JLB

1221 South 11th Street, Suite 108 • Niles, MI 49120

Settlement Location:

Phone: (269)683-5500 Fax: (877)534-0063

1221 South 11th Street, Suite 108, Niles, MI
49120

Final Settlement Statement



Property Address: 1333 Rynearson Street, Buchanan, MI 49017

Buyer: 1333 Rynearson, LLC

Seller: John Haslock; Cheryl Haslock

Lender:

Settlement Date: 09/30/2022

Disbursement Date: 09/30/2022

Description	Buyer	
	Debit	Credit
Financial		
Sale Price	525,000.00	
Deposit: Receipt No. 280516373 on 08/22/2022 by CML Investments, LLC		10,000.00
Prorations/Adjustments		
City/Town Taxes 09/30/22 to 12/31/22 @\$1,037.26/yr	264.29	
County Taxes 01/01/22 to 09/30/22 @\$1,536.13/yr		1,144.73
City/Town Taxes - Parcel 2 09/30/22 to 12/31/22 @\$249.15/yr	63.48	
County Taxes Parcel 2 01/01/22 to 09/30/22 @\$801.16/yr		597.03
Personal Property to Cheryl Haslock	6,500.00	
Private Mortgage - Spike Holdings, LLC		600,000.00
Title Charges & Escrow / Settlement Charges		
Recording Processing Fee - Escrow to First American Title Insurance Company	50.00	
Settlement/Closing Fee to First American Title Insurance Company	375.00	
Government Recording and Transfer Charges		
Deed Recording to Berrien County Register of Deeds	30.00	
Deed Tax Certification to Berrien County Register of Deeds	5.00	
Recording Private Mortgage	30.00	
Miscellaneous		
Administrative Fee to Horizon Realty Group	250.00	
Subtotals	532,567.77	611,741.76
Due To Buyer	79,173.99	
Totals	611,741.76	611,741.76

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize First American Title Insurance Company to cause the funds to be disbursed in accordance with this statement.

Buyer(s):

1333 Ryneerson, LLC, a Delaware limited
liability company

By: 
Name: Jonathan M. Larmore

Title: Manager

Escrow Officer: Niles Team

EXHIBIT 11



Date 12/31/18 Page 1
 Primary Account Ending 2685
 Enclosures 5

ATG REIT RSC LP
 2701 E CAMELBACK RD STE 150
 PHOENIX AZ 85016-4324

----- C H E C K I N G A C C O U N T S -----

E-STATEMENTS ARE A QUICK, CONVENIENT AND SECURE WAY TO GET YOUR ACCOUNT STATEMENTS. SWITCH TO E-STATEMENTS TODAY AND START RECEIVING YOUR STATEMENTS THROUGH YOUR ONLINE BANKING ACCOUNT. TO SIGN UP, JUST LOG INTO ONLINE BANKING AND CLICK THE E-STATEMENTS TAB, OR GIVE US A CALL AT 800-588-6805. FIND US ONLINE, ANYTIME AT KSSTATE.BANK!

BUSINESS CHECKING		Number of Enclosures	5
Account Number	Ending 2685	Statement Dates 12/01/18 thru 12/31/18	
Previous Balance	3.62	Days in the statement period	31
67 Deposits/Credits	16,146,873.84	Average Daily Balance	85
61 Checks/Debits	16,146,524.02	Average Collected Bal	85
Service Charge	25.20		
Interest Paid	.00		
Current Balance	328.24		

Activity in Date Order

12/03	Xfer from ARC OLATHE PT OLA KS distribution	70,000.00
12/03	Xfer to ASR ADVISOR 2 loan	70,000.00-
12/04	Xfer from ARC NOB W NVILLE IN Lubbock Transfer Wade	495,000.00
12/04	Xfer from ARC NOB W NVILLE IN distribution-HJ Spier 1st	51,000.00
12/04	Xfer from ARC NOB W NVILLE IN CC Roof, Rummel Yield \$15	188,000.00
12/04	Xfer from ARC NOB W NVILLE IN Roof and Yield \$15K	150,000.00
12/04	Xfer to ASR ADVISOR 2 loan	495,000.00-
12/04	Xfer to ASR ADVISOR 2 loan	51,000.00-
12/04	Xfer to ASR ADVISOR 2 loan	338,000.00-



Date 12/31/18 Page 2
 Primary Account Ending 2685
 Enclosures 5

BUSINESS CHECKING Ending 2685 (Continued)

Activity in Date Order

12/05	xfer from ARC NOB W NVILLE IN Greenburg CC and CS	59,600.00
12/05	xfer to ASR ADVISOR 2 loan	59,600.00-
12/06	xfer from ARC NOB W NVILLE IN Golden Hot Wings TI	30,000.00
12/06	xfer to ASR ADVISOR 2 loan	30,000.00-
12/07	xfer from ARC NOB W NVILLE IN triad distribution	100,000.00
12/07	xfer from ARC NOB W NVILLE IN belleville wires distr 3rd	33,356.49
12/07	xfer to ASR ADVISOR 2 loan	100,000.00-
12/07	xfer to ASR ADVISOR 2 loan	33,300.00-
12/10	xfer from ARC NOB W NVILLE IN AT Sweden Distrib	423,934.25
12/10	xfer from ARC NOB W NVILLE IN Suffolk Van Mourick paymen	506,164.38
12/10	xfer from ARC NOB W NVILLE IN National REIT Inc. 3rd qtr	329,291.57
12/10	xfer from ARC NOB W NVILLE IN Forum Interest distrib	287,317.71
12/10	xfer from ARC NOB W NVILLE IN Belleville remaining distr	133,784.74
12/10	xfer from ARC NOB W NVILLE IN HJ Spier payment	51,116.00
12/10	xfer from ARC NOB W NVILLE IN Clifton Larson Allen acct	19,820.00
12/10	xfer from ARC NOB W NVILLE IN Orange Theory TI	77,016.03
12/10	xfer from ARC NOB W NVILLE IN MML Taxes HV, Morrison Isl	9,631.93
12/10	xfer to ASR ADVISOR 2 loan	423,994.00-
12/10	xfer to ASR ADVISOR 2 loan	506,164.00-
12/10	xfer to ASR ADVISOR 2 loan	329,292.00-
12/10	xfer to ASR ADVISOR 2 loan	287,318.00-
12/10	xfer to ASR ADVISOR 2 loan	133,784.00-
12/10	xfer to ASR ADVISOR 2 loan	51,100.00-



Date 12/31/18 Page 3
 Primary Account Ending 2685
 Enclosures 5

BUSINESS CHECKING Ending 2685 (Continued)

Activity in Date Order

12/10	xfer to ASR ADVISOR 2 loan	19,820.00-
12/10	xfer to ASR ADVISOR 2 loan	77,000.00-
12/10	xfer to ASR ADVISOR 2 loan	9,660.00-
12/11	xfer from ARC NOB W NVILLE IN Auburn Distrib	15,000.00
12/11	xfer from ARC NOB W NVILLE IN Midway Distrib	5,000.00
12/11	xfer from ARC NOB W NVILLE IN USB Rochester taxes	59,650.25
12/11	xfer from ARC NOB W NVILLE IN Yield Additional	23,887.32
12/11	xfer from ARC NOB W NVILLE IN Lubbock Transfer Wade	13,878.90
12/11	xfer from ARC NOB W NVILLE IN jon corporate	38,621.94
12/11	xfer from ARC NOB W NVILLE IN Aurora Pawn	15,965.86
12/11	xfer from ARC NOB W NVILLE IN Peachtree Stone	7,650.00
12/11	xfer from ARC NOB W NVILLE IN Burlington Parking Lot	39,579.75
12/11	xfer from ARC NOB W NVILLE IN Olathe Outlot GC	39,005.72
12/11	xfer from ARC NOB W NVILLE IN Jourabchi	29,250.00
12/11	xfer from ARC NOB W NVILLE IN HI Due 12/2018	20,382.18
12/11	xfer from ASR ADVISOR 2 principal	39,500.00
12/11	xfer from ARC NOB W NVILLE IN Misc Legal	89,839.30
12/11	xfer from ARC NOB W NVILLE IN wheatland Distributions	79,470.19
12/11	xfer from ARC NOB W NVILLE IN PM Bills -less Noblesville	296,645.72
12/11	xfer from ARC NOB W NVILLE IN Utilities less Nobelsvill	121,187.26
12/11	xfer to ASR ADVISOR 2 loan	20,000.00-
12/11	xfer to ASR ADVISOR 2 loan	59,650.00-
12/11	xfer to ASR ADVISOR 2 loan	23,800.00-



Date 12/31/18 Page 4
 Primary Account Ending 2685
 Enclosures 5

BUSINESS CHECKING Ending 2685 (Continued)

Activity in Date Order

12/11	xfer to ASR ADVISOR 2 loan	13,900.00-
12/11	xfer to ASR ADVISOR 2 loan	38,600.00-
12/11	xfer to ASR ADVISOR 2 loan	16,000.00-
12/11	xfer to ASR ADVISOR 2 loan	47,000.00-
12/11	xfer to ASR ADVISOR 2 loan	39,200.00-
12/11	xfer to ASR ADVISOR 2 loan	49,700.00-
12/11	xfer to ARC OLATHE PT OLA KS investment in	39,500.00-
12/11	xfer to ASR ADVISOR 2 loan	89,000.00-
12/11	xfer to ASR ADVISOR 2 loan	80,330.00-
12/11	xfer to ASR ADVISOR 2 loan	417,800.00-
12/12	xfer from ARC NOB W NVILLE IN Plaza distrib	35,921.61
12/12	xfer from ARC NOB W NVILLE IN Briargate distrib	42,800.80
12/12	xfer from ARC NOB W NVILLE IN Trinity distribution	55,603.19
12/12	xfer to ASR ADVISOR 2 loan	35,921.61-
12/12	xfer to ASR ADVISOR 2 loan	42,800.80-
12/12	xfer to ASR ADVISOR 2 loan	55,603.19-
12/13	xfer from ARC NOB W NVILLE IN Auburn tax	460.00
12/13	xfer from ARC NOB W NVILLE IN Auburn tax	36,141.70
12/13	xfer from ARC NOB W NVILLE IN Danville Taxes	44,317.48
12/13	xfer from ARC NOB W NVILLE IN Sweden taxes	36,279.06
12/13	xfer from ARC NOB W NVILLE IN taxes sweden	4,724.46
12/13	xfer from ARC NOB W NVILLE IN taxes portland	53.09
12/13	xfer from ARC NOB W NVILLE IN jml taxes syracuse lot 15	116.93



Date 12/31/18 Page 5
 Primary Account Ending 2685
 Enclosures 5

BUSINESS CHECKING Ending 2685 (Continued)

Activity in Date Order

12/13	xfer from ARC NOB W NVILLE IN jml taxes syracuse lot 16	2,617.72
12/13	xfer from ARC NOB W NVILLE IN echelon taxes	56,553.45
12/13	xfer from ARC NOB W NVILLE IN mml aboite eye taxes	13.91
12/13	xfer from ARC NOB W NVILLE IN mml covington taxes	173.25
12/13	xfer from ARC NOB W NVILLE IN mml luthern medical taxes	63.34
12/13	xfer from ARC NOB W NVILLE IN mml luthern medical taxes	48.23
12/13	xfer from ARC NOB W NVILLE IN HJ Spier payment JB Olathe	4,115.00
12/13	xfer from ARC NOB W NVILLE IN HJ Spier payment	116.00
12/13	xfer from ARC NOB W NVILLE IN Castleton Roof Addit	1,558.64
12/13	xfer from ARC NOB W NVILLE IN addit belleville distrib	200.00
12/13	xfer from ASR ADVISOR 2 NF II and III overfunding	829.11
12/13	xfer from ASR ADVISOR 2 Greeburg traurig over fund	85.50
12/13	xfer from ARC STAR LANCASTER O distribution	7,000.00
12/13	xfer to ASR ADVISOR 2 loan	460.00-
12/13	xfer to ASR ADVISOR 2 Auburn tax	36,141.70-
12/13	xfer to ASR ADVISOR 2 Taxes Danville	44,317.48-
12/13	xfer to ASR ADVISOR 2 taxes sweden	36,279.06-
12/13	xfer to ASR ADVISOR 2 taxes Sweden	4,724.46-
12/13	xfer to ASR ADVISOR 2 taxes portland	53.09-
12/13	xfer to ASR ADVISOR 2 jml taxes syracuse lot 16	2,617.72-
12/13	xfer to ASR ADVISOR 2 echelon taxes	56,553.45-
12/13	xfer to ASR ADVISOR 2 jml taxes syracuse lot 15	116.93-
12/13	xfer to ASR ADVISOR 2 mml aboite eye taxes	13.91-



Date 12/31/18 Page 6
 Primary Account Ending 2685
 Enclosures 5

BUSINESS CHECKING Ending 2685 (Continued)

Activity in Date Order

12/13	Xfer to ASR ADVISOR 2	173.25-
	mm1 covington taxes	
12/13	Xfer to ASR ADVISOR 2	63.34-
	mm1 luthern medical taxes	
12/13	Xfer to ASR ADVISOR 2	48.23-
	mm1 luthern medical taxes	
12/13	Xfer to ASR ADVISOR 2	4,115.00-
	HJ Spier payment JB Olathe	
12/13	Xfer to ASR ADVISOR 2	116.00-
	HJ Spier payment	
12/13	Xfer to ASR ADVISOR 2	1,558.64-
	castleton roof	
12/13	Xfer to ASR ADVISOR 2	200.00-
	addit belleville distrib	
12/13	Xfer to ARC NOB W NVILLE IN	829.11-
	NF II and III overfunding	
12/13	Xfer to ARC NOB W NVILLE IN	85.50-
	Greeburg traurig over fund	
12/13	Xfer to ASR ADVISOR 2	7,000.00-
	loan	
12/14	Xfer from ARC NOB W NVILLE IN	9,956.77
	additional pm and utilties	
12/14	Xfer to ASR ADVISOR 2	9,956.77-
	additional pm and utilties	
12/17	Xfer from ASR ADVISOR 2	8,900.00
	principal	
12/17	Xfer to ARC OLATHE PT OLA KS	8,900.00-
	investment in	
12/18	DEPOSIT	116.93
12/21	Xfer from ARC OLATHE PT OLA KS	17,500.00
	distribution	
12/21	Xfer from ASR ADVISOR 2	2,300.00
	principal	
12/21	Xfer from ARC NOB W NVILLE IN	31,667.44
	JB Olathe Outlots Taxes	
12/21	Xfer from ARC NOB W NVILLE IN	2,638.34
	Eastman Taxes	
12/21	Xfer to ASR ADVISOR 2	31,667.44-
	loan	
12/21	Xfer to ASR ADVISOR 2	2,638.34-
	loan	
12/28	Xfer from ARC STAR LANCASTER O	7,600.00
	distribution	
12/28	DEPOSIT	11,786,854.40
12/28	Xfer to ASR ADVISOR 2	7,000.00-
	loan	
12/31	SERVICE CHARGE	25.20-



Date 12/31/18 Page 7
 Primary Account Ending 2685
 Enclosures 5

BUSINESS CHECKING Ending 2685 (Continued)

Checks in Serial Number Order

Date	Check No	Amount	Date	Check No	Amount
12/21	544	19,912.00	12/28	545	11,784,650.00
12/28	546	2,495.00			

* Indicates skip in check number

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
12/01	3.62	12/03	3.62	12/04	3.62
12/05	3.62	12/06	3.62	12/07	60.11
12/10	4.72	12/11	39.11	12/12	39.11
12/13	39.11	12/14	39.11	12/17	39.11
12/18	156.04	12/21	44.04	12/28	353.44
12/31	328.24				

EXHIBIT 12

OWNER	ADDRESS	CITY	STATE	CENTER NAME	Current Vesting Deed	Initial Purchase	Subsequent Deeds (1)	Subsequent Deeds (2)	Parent Co
CSL Investments, LLC	5324 East Mariposa Street	Phoenix	AZ		Deed recorded 7/29/08	Thomas and Sue Hoecker to Jon and Michelle Larmore recorded 1/6/05	Jon and Michelle Larmore to CSL Investments LLC recorded 7/29/08		
3355 N. Valencia, LLC	3355 North Valencia Lane	Phoenix	AZ		12/31/2008	Mayer Family Trust to Jon and Michelle Larmore recorded 5/2/07	Jon and Michelle Larmore to CSL Investments LLC recorded 7/29/08	CSL Investments LLC to 3355 N. Valencia LLC recorded 12/31/08	
Marcia M. Larmore	3127 LaBalme Trail	Fort Wayne	IN		3/16/1991				
ROBERT H. LARMORE, M.D. & MARCIA M. LARMORE	7900 West Jefferson Blvd	Fort Wayne	IN		8/29/1991				
Morrison Island, LLC					5/26/2010	Do not have a copy of the original deed	Marcia Larmore to Morrison Island recorded 5/26/10	ATG	
HV Gardens, LLC					5/26/2010	Do not have a copy of the original deed	Robert Larmore to HV Gardens recorded 5/26/10	ATG	
32nd Street Residence at the Grove LLC	3200 Glenrosa	Phoenix	AZ	170-28-147	10/15/2007	Yuval Caine and Mirit Caine to ArciTerra 32nd Street LLC recorded 10/24/05	ArciTerra 32nd Street, LLC to 32nd Street Residence at the Grove, LLC recorded 10/15/07	CSL Investments is a Member of ArciTerra 32nd Street Residence at the Grove LLC	
ArciTerra Montecito I, LLC	3217 East Montecito Avenue	Phoenix	AZ		9/21/2007	John and Keesha Teneyck to ArciTerra Montecito I, LLC recorded 9/21/07			
North East Wawasee, LLC	Lots 15 and 16 Waveland Beach	Turkey Creek	IN	Wawasee	4/6/2010		CSL Investments to North East Wawasee, LLC recorded 4/6/10	North East Wawasee, LLC Member is CSL Investments, LLC and Manager is Jonathan Larmore	

			ArciTerra DPF Letourneau LLC Manager is ArciTerra Group, LLC Member is ArciTerra Note Fund II Investment Company, LLC		ArciTerra Realty, LLC member is JMMAL Investments, LLC; Manager is ArciTerra Group, LLC	
ArciTerra DPF Letourneau, LLC	8351 East Tailfeather Dr	Scottsdale	AZ	6/26/2008	Michael and Amy Letourneau to ArciTerra Realty recorded 4/1/08	ArciTerra Realty to ArciTerra DPF Letourneau, LLC recorded 6/26/08
5410 East Oak, LLC	5410 East Oak			12/29/2010	Bryan C. Barnes to 5410 East Oak, LLC recorded 12/29/10	5410 East Oak, LLC member and manager is Jonathan M. Lamore
Jeffrey S. Geyser Trust	3107 East San Miguel	Phoenix	AZ	5/29/2007	Lora Huntzicker to Jon and Michelle Lamore recorded 3/15/2004	Jon and Michelle and CSI Investments to Jeffrey Geyser Trust recorded 5/29/07

CURRENT PROPERTY LIST**September 4, 2012**

CITY	STATE	CENTER NAME	# OF STES	SQ. FT.
BARBOURVILLE	KY	Advance Auto	1	7,000
BOGALUSA	LA	CVS	1	11,945
BOWMAN	SC	Family Dollar	1	8,000
BURTON	MI	Sherwin Williams	1	6,000
CAMPBELLSVILLE	KY	Dollar General	1	9,014
CLARKSVILLE	TN	Verizon	1	3,100
COLUMBIA	TN	Verizon	1	3,969
DICKSON	TN	Verizon	1	4,000
EHRHARDT	SC	Family Dollar	1	8,000
GREELEYVILLE	SC	Family Dollar	1	8,000
GREENVILLE	KY	Dollar General	1	9,014
INDIANAPOLIS - Vermont	IN	Vermont Street Ind	1	8,950
JOHNSON CITY	NY	Guitar Center	1	14,400
JUNCTION CITY	KY	Dollar General	1	9,014
KALAMAZOO	MI	Sherwin Williams	1	6,000
MANISTEE	MI	Advance Auto	1	7,000
MILWAUKEE	WI	Walgreens	1	14,935
NORTH BEND	OH	Dollar General	1	9,014
OLATHE	KS	Bass Pro	1	128,962
PAXVILLE	SC	Family Dollar	1	9,180
RAVENNA	KY	Dollar General	1	9,014
ROME	GA	Verizon	1	4,000
SHEPHERDSVILLE	KY	Dollar General	1	9,014
SOUTH CHARLESTON	OH	Dollar General	1	9,014
TEMPLE	GA	AutoZone	1	7,370
TURBEVILLE	SC	Family Dollar	1	9,180
WEST LIBERTY	KY	Advance Auto	1	7,000
WILLIS	TX	AutoZone	1	7,370
WISTER	OK	Dollar General	1	9,014
YORK	SC	BellSouth	1	3,232
ALABASTER	AL	Shoppes at Alabaster	4	11,998
ARKADELPHIA	AR	Arkadelphia Plaza	11	32,163
CANAL WINCHESTER	OH	Canal Street	4	7,455
BELLEVILLE INLINE	IL	Belleville Crossing Inline	15	86,392
BELLEVILLE OUTLOTS	IL	Belleville Crossing Outlots	10	21,724
COLUMBUS	OH	Chestnut Hills	6	16,797
COLUMBUS	OH	New Albany Market	14	43,478
CUMBERLAND	GA	Cumberland Place	11	33,200
DUBLIN	OH	Park Center Circle	6	22,140
ELKHART	IN	Northfield Plaza	11	18,550
GREENVILLE	AL	Greenville Plaza	4	9,652
HIRAM	GA	Hiram Square	11	27,740
INDIANAPOLIS - Echelon Building	IN	Echelon Building	7	38,000
INDIANAPOLIS - Michigan Rd.	IN	Michigan Road Shops	10	28,639
INDIANAPOLIS - Westgate	IN	Westgate Plaza	8	66,469
JEFFERSONVILLE	OH	Jake's Corner	3	5,793
JOHNS CREEK (Suwanee)	GA	The Shops at Johns Creek	9	18,200
KENDALLVILLE	IN	Kendallville Plaza	5	14,490
LANCASTER	OH	Shops at North Memorial	6	9,725

CURRENT PROPERTY LIST

September 4, 2012



CITY	STATE	CENTER NAME	# OF STES	SQ. FT.
LAWTON	OK	Lawton Plaza	7	13,600
LITHONIA	GA	Stone Lithonia	13	37,730
LEBANON	OH	Lebanon Center	12	39,641
LOUISVILLE	KY	Preston Plaza	12	28,750
MCALLEN	TX	McAllen Plaza	6	12,012
MEMPHIS	TN	Belvedere Commons	5	19,200
MEMPHIS (Cordova)	TN	Trinity Place	21	47,923
MESA	AZ	Kiowa Village	16	46,595
MONTGOMERY	AL	Festival Plaza	5	11,994
MORRILTON	AR	Morrilton Plaza	6	13,345
MOUNT AIRY	NC	Wachovia Shops Plaza	5	6,000
MT. PLEASANT	IA	Orscheln's Center	3	51,450
NASHVILLE	TN	Men's Wearhouse	3	7,281
NEW CASTLE	IN	South Point Plaza	5	9,600
NOBLESVILLE	IN	Noble West Shoppes	24	59,085
OLATHE POINT	KS	Olathe Point	29	142,635
PEARL (Office Depot)	MS	Office Depot Plaza	4	30,060
PHOENIX	AZ	Park Lee	13	76,326
PLAINWELL	MI	Plainwell Plaza	2	7,003
PUNTA GORDA	FL	Fishermen's Village	40	68,619
ST AUGUSTINE (MERCADO)	FL	Mercado	14	22,705
ST AUGUSTINE (PALENCIA)	FL	Palencia	7	12,860
ROCHESTER	MN	US Bank Center	5	14,413
ROSWELL	GA	The Crossings at Roswell	12	38,937
WAYNESBORO	MS	Waynesboro Plaza	6	20,500
Number of Multi-Tenant Properties:	44	Total Square Footage:		1,710,574
Number of Single-Tenant Properties:	30			
Total Number of Properties:	74			
Total Number of States:	22			

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EXHIBIT 13

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement"), dated as of July 10, 2023, is between ArciTerra Group LLC ("ArciTerra") and D2 Consulting Group LLC, an Ohio limited liability company (the "Consultant").

Background

A. ArciTerra is in the business of owning, managing and developing multi-tenant commercial properties, single tenant commercial properties and properties for development.

B. Consultant is in the business of, among other things, providing consulting services for property management, leasing, marketing and sale services for commercial properties.

C. ArciTerra, on behalf of itself and its affiliates, which include but are not limited to the entities listed on Exhibit A (the "Companies"), desires to engage Consultant to provide services described on Exhibit B (the "Services").

D. Consultant desires to provide the Services.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Agreement

1. ArciTerra, on behalf of itself and each of the Companies, engages the Consultant to provide the Services and Consultant agrees to provide the Services.

2. ArciTerra shall pay Consultant the amount and in the manner described on Exhibit C.

3. The Consultant at all times shall be an independent Consultant and not an employee, servant, partner or joint venturer of ArciTerra or any of the Companies. The Consultant is solely responsible for (i) Consultant's own workers' compensation and liability insurance coverage, (ii) payment in a timely manner of all income and other taxes relating to this Agreement and payments the Consultant receives in connection with this Agreement, (iii) making any payments of estimated or withholding taxes required by law, and (iv) any other taxes, payments or other obligations of the Consultant. ArciTerra shall not be required to deduct, and shall not provide for deduction or payment from amounts due the Consultant under this Agreement for social security, withholding tax, payroll tax, unemployment deposits or taxes, or any other similar taxes, assessments or charges. ArciTerra shall issue an Internal Revenue Service Form 1099 to account for the Consultant's fees, and the Consultant shall be solely liable for any taxes or penalties with respect to his fees.

4. Bank Accounts; Other Authority. ArciTerra shall take any and all action necessary to provide Daniel DeCarlo as an authorized signatory to make deposits, write checks and otherwise manage the bank accounts needed to deliver the Services.

ArciTerra and Jon Larmore shall each execute powers of attorney granting Daniel DeCarlo authority to execute and deliver documents related to the financing, leasing and sale of properties owned by ArciTerra and any of the Companies.

5. Authority. Jonathan M. Larmore has full and complete authority to enter into this Agreement on behalf of ArciTerra and the Companies and grant Consultant and Daniel DeCarlo with authority to deliver the Services as described in this Agreement.

6. Termination. This Agreement may be terminated by either party upon 30 days prior written notice to the other party.

7. Representation. The Consultant expressly represents and warrants to ArciTerra that Consultant is not a party to any contract or agreement which will or may restrict in any way Consultant's ability to fully perform the Services.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, and performance. The parties consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the United States District Court for the Southern District of Ohio, Eastern Division, and waive any contention that any such court is an improper venue for enforcement of this Agreement.

9. Entire Understanding. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ArciTerra Group LLC

By: _____

Name: Jonathan M. Larmore

CEO ArciTerra Companies
Title: Fishermen's Village


D2 Consulting Group LLC

By: _____

Name: Daniel DeCarlo

Title: CEO, Principle

With respect to paragraph 5 of this Agreement:



Jonathan M. Larmore

Exhibit A

List of Entities

ENTITY LIST

ENTITIES
1000 West Marion PG FL, LLC
1921 Gallatin Pike Nashville TN, LLC
2006 OPERATING PARTNERSHIP, L.P.
2513 E North Street Kendallville IN, LLC
412 Cross Oaks Mall Plainwell MI, LLC
5339 Elvis Presley Blvd. Memphis TN, LLC
5450 US Highway 80 East Pearl MS, LLC
60 Colonial Promenade Parkway Alabaster AL, LLC
601 Retta FL, LLC
601 Trenton Road McAllen TX, LLC
613 Retta FL, LLC
700 North Grand Avenue MT. Pleasant, IA, LLC
751 W Retta Esplande FL, LLC
752 SOUTH ANDY GRIFFITH PARKWAY MT AIRY NC, LLC
7525 PINE VALLEY LANE OWNER, LLC
8001 Vaughn Road Montgomery AL, LLC
81 Jameson lane Greenville AL, LLC
880 W MARION AVE FL, LLC
900 West Marion Avenue FL, LLC
ALOHA POP UP PRODUCTIONS, LLC
ARCITERRA AA BARBOURVILLE KY, LLC
ARCITERRA AA LINCOLN NE, LLC
ARCITERRA AA MANISTEE MI, LLC
ARCITERRA AA PAPILLION NE, LLC
ARCITERRA AA PEARL MS, LLC
ARCITERRA AA THEODORE AL, LLC
ARCITERRA AA WEST LIBERTY KY, LLC
ARCITERRA AZ SLIDELL LA, LLC
ARCITERRA AZ TEMPLE GA, LLC
ARCITERRA AZ WILLIS TX, LLC
ARCITERRA BELL YORK SC, LLC
ARCITERRA BP OLATHE KS, LLC
ARCITERRA CH NEW ORLEANS LA, LLC
Arciterra Commercial Property REIT, LP
Arciterra Commerical Property REIT, Inc.
Arciterra Companies, LLC
ARCITERRA CV LAFAYETTE LA, LLC
ARCITERRA CV TARPON SPRINGS FL, LLC
ARCITERRA DESIGN, LLC
ARCITERRA DG CAMPBELLSVILLE KY, LLC
ARCITERRA DG GREENVILLE KY, LLC
ARCITERRA DG JUNCTION CITY KY, LLC
ARCITERRA DG MEMPHIS TN, LLC
ARCITERRA DG NORTH BEND OH, LLC
ARCITERRA DG RAVENNA KY, LLC
ARCITERRA DG SHEPHERDSVILLE KY, LLC

ENTITY LIST

ENTITIES
ARCITERRA DG SOUTH CHARLESTON OH, LLC
ARCITERRA DG WISTER OK, LLC
ARCITERRA DKS GRAND CHUTE WI, LLC
ARCITERRA FD BOWMAN SC, LLC
ARCITERRA FD EHRHARDT SC, LLC
ARCITERRA FD GREELEYVILLE SC, LLC
ARCITERRA FD PAXVILLE SC, LLC
ARCITERRA FD TUBERVILLE SC, LLC
ARCITERRA FESTIVAL MONTGOMERY AL, LLC
ARCITERRA GC JOHNSON CITY NY, LLC
ARCITERRA GREYSTONE HOOVER AL, LLC
ARCITERRA GROUP, LLC
ARCITERRA HD HENDERSONVILLE TN, LLC
ARCITERRA HD MCALLEN TX, LLC
ARCITERRA KLS JENSEN BEACH FL, LLC
ARCITERRA KLS WARSAW IN, LLC
ARCITERRA KLS WAUSAU WI, LLC
ARCITERRA MICHIGAN ROAD INDIANAPOLIS IN, LLC
ARCITERRA MOV GAL GODDARD KS, LLC
ARCITERRA MOV GAL PARK CITY KS, LLC
ARCITERRA MW NASHVILLE TN, LLC
ARCITERRA NATIONAL REIT, INC.
ARCITERRA NATIONAL REIT, LP
ARCITERRA NOBLE WEST NOBLESVILLE IN, LLC
ARCITERRA NOTE ADVISORS II, LLC
ARCITERRA OFF DEP PEARL MS, LLC
ARCITERRA OLATHE POINTE OLATHE KS LLC
ARCITERRA OPPORTUNITY FUND I, LLC
ARCITERRA OR BATTLE CREEK MI, LLC
ARCITERRA OS MT. PLEASANT IA, LLC
ARCITERRA REAL ESTATE INVESTMENT TRUST, INC.
ARCITERRA REGIONS LAMARQUE TX, LLC
ArciTerra REIT I Member, LLC
ARCITERRA REIT I MEMBER, LLC
ARCITERRA REIT I MEMBER, LLC
ARCITERRA REIT RSC, LP
ARCITERRA REIT, LP
ARCITERRA SHOPPES AT ALABASTER AL, LLC
ARCITERRA STAR LANCASTER OH, LLC
ARCITERRA STRATEGIC INCOME CORPORATION-BELLEVILLE CROSSING IL
Arciterra Strategic Retail - Suffolk VA, LLC
ArciTerra Strategic Retail Advisor, LLC
ARCITERRA STRATEGIC RETAIL ADVISOR, LLC
ARCITERRA STRATEGIC RETAIL REIT, INC.
ArciTerra Strategic Retail-Elyria OH, LLC
ARCITERRA STRATEGIC RETAIL-PLAINFIELD VILLAGE IN, LLC

ENTITY LIST

ENTITIES
ARCITERRA STRATEGIC RETAIL-PLAINFIELD VILLAGE IN, LLC
ARCITERRA STRATEGIC RETAIL-WHEATLAND IL, LLC
ARCITERRA S-W BURTON MI, LLC
ARCITERRA S-W KALAMAZOO MI, LLC
ARCITERRA S-W LORAIN OH, LLC
ARCITERRA USB BISMARCK ND, LLC
ARCITERRA USB NEW ALBANY OH, LLC
ARCITERRA USB ROCHESTER MN, LLC
ARCITERRA VERMONT INDIANAPOLIS IN, LLC
ARCITERRA VN CLARKSVILLE TN, LLC
ARCITERRA VN COLUMBIA TN LLC
ARCITERRA VN DICKSON TN, LLC
ARCITERRA VZ HOME GA, LLC
ARCITERRA VZ ROME GA, LLC
ARCITERRA WALCENT GREENVILLE AL, LLC
ARCITERRA WALCENT KENDALLVILLE IN, LLC
ARCITERRA WALCENT PLAINWELL MI, LLC
Arciterra Westgate Indianapolis Member, LLC
Arciterra Westgate Indianapolis IN II, LLC
ARCITERRA WESTGATE INDIANAPOLIS IN, LLC
ARCITERRA WG HOMETOWN IL, LLC
ARCITERRA WG KILMARNOCK VA, LLC
ARCITERRA WG MILWAUKEE WI, LLC
ARCITERRA WHITEFISH ADVISORS, LLC
ARCITERRA WHITEFISH OPPORTUNITY FUND, LLC
ARCITERRA WM DOUGLASVILLE GA, LLC
ASR REIT LP
AT 18 Mile Central SC, LLC
AT ALTUS Cumberland GA II, LLC
AT ALTUS CUMBERLAND GA, LLC
AT ALTUS Cumberland Member, LLC
AT ALTUS ECHELON IN, LLC
AT ALTUS ROSWELL GA, LLC
AT Auburn Plaza IN II, LLC
AT Auburn Plaza IN, LLC
AT Auburn Plaza Member, LLC
AT BELLEVILLE CROSSING IL-INLINE, LLC
AT BELLEVILLE CROSSING IL-OUTLOTS LLC
AT Bloomington IL, LLC
AT BOUTTE LA, LLC
AT BRIARGATE IL, LLC
AT BUENA VISTA GA, LLC
AT Canal Winchester OH, LLC
AT CASTLETON IN ASSOCIATION MANAGER, LLC
AT Castleton IN Member II, LLC
AT Castleton IN Member, LLC

ENTITY LIST

ENTITIES
AT Castleton IN Member, LLC
AT Castleton IN Owner II, LLC
AT CASTLETON IN OWNER, LLC
AT CASTLETON IN OWNER, LLC
AT Castleton IN Owner, LLC
AT CEDARTOWN GA OUTLOT, LLC
AT CEDARTOWN GA, LLC
AT CENTERVILLE GA, LLC
AT COLONY FITZGERALD GA LLC
AT CONCORD, LLC
At Dillon SC Outlot, LLC
AT Eastman GA II, LLC
AT EASTMAN GA, LLC
AT EASTMAN GA, LLC
AT Eastman Member, LLC
AT Elyria OH Inline, LLC
AT Elyria OH Outlot, LLC
AT FL Construction, LLC
AT FORUM KY MEMBER II, LLC
AT FORUM KY MEMBER, LLC
AT Forum KY Member, LLC
AT FORUM LOUISVILLE KY II, LLC
AT HL Burlington IA II, LLC
AT HL BURLINGTON IA, LLC
AT HL Burlington Member, LLC
AT JEFFERSON CENTER FW IN OWNER, LLC
AT Jefferson Center FW IN, LLC
AT JPM LINDENHURST IL, LLC
AT LIMA PLAZA FW IN OWNER, LLC
AT Lima Plaza FW IN, LLC
AT LINDENHURST IL, LLC
AT Longview Member, LLC
AT LONGVIEW OUTLOT NORTHEAST, LLC
AT LONGVIEW OUTLOT WEST, LLC
AT Longview TX II, LLC
AT LONGVIEW TX, LLC
AT LUBBOCK TX, LLC
AT MAX FW IN OWNER, LLC
AT Max FW IN, LLC
AT Mayodan Member, LLC
AT Mayodan NC II, LLC
AT MAYODAN NC, LLC
AT MF VEGAS, LLC
AT MIDWAY ELYRIA OH, LLC
AT ML Leasehold HI, LLC
AT ML Management HI LLC

ENTITY LIST

ENTITIES
AT MMH HI LLC
AT Mt. Pleasant Lot 2, LLC
AT NEW LENOX IL - GL, LLC
AT NEW LENOX IL- INLINE, LLC
AT New Lenox IL-Inline II, LLC
AT NEW LENOX IL-OUTLOTS, LLC
AT New Lenox-IL Member, LLC
At New West Clifton CO, LLC
AT Olathe Manager, LLC
AT OLATHE MANAGER, LLC
AT PINE VALLEY FW IN OWNER, LLC
AT Pine Valley FW IN, LLC
AT Plainfield Village IN II, LLC
AT Plainfield Village IN, LLC
AT Plainfield Village Member, LLC
AT PORTLAND COMMONS IN OWNER, LLC
AT Portland Commons IN, LLC
AT PT Danville IL II, LLC
AT PT DANVILLE IL, LLC
AT PT Danville Member, LLC
AT Salem IL Outlot, LLC
AT SALISBURY NC OUTLOT, LLC
AT SANDERSVILLE GA, LLC
AT Seven Hills Aurora CO II, LLC
AT SEVEN HILLS AURORA CO, LLC
AT Seven Hills Aurora CO, LLC
AT Seven Hills Aurora Member, LLC
AT STATESBORO SQUARE GA, LLC
AT Suffolk VA 2B-2, LLC
AT Suffolk VA 2B-3, LLC
AT Suffolk VA 2B-5, LLC
AT Suffolk VA 2B-6, LLC
At Suffolk VA BWW, LLC
AT Suffolk VA SC, LLC
AT SUWANEE DEPOT GA, LLC
AT Sweden Member, LLC
AT Sweden NY II, LLC
AT SWEDEN NY, LLC
AT SWEEDEN NY OUTLOT, LLC
AT TIFFANY SQUARE ROCKY MOUNT NC, LLC
AT TOWNE SQUARE ROME GA, LLC
AT Villa Platte LA II, LLC
AT Villa Platte Member, LLC
AT VILLE PLATTE LA, LLC
AT WHEATLAND NAPERVILLE IL, LLC
AT Wildwood Plaza MO, LLC

ENTITY LIST

ENTITIES
ATA CHERRY CREEK IL, LLC
ATA CYPRESS TOWN CENTER TX, LLC
ATA FISHVILLE FL, LLC
ATA FISHVILLE MANAGEMENT, LLC
ATA FORUM LOUISVILLE KY, LLC
ATA FORUM LOUISVILLE, LLC
ATA HIRAM SQUARE GA, LLC
ATA Lanier Fayetteville GA II, LLC
ATA LANIER FAYETTEVILLE GA, LLC
ATA Lanier Fayetteville Member, LLC
ATA MERCADO ST. AUGUSTINE FL, LLC
ATA PALENCIA ST. AUGUSTINE FL, LLC
ATA PLAZA OK, LLC
ATA PRESTON PLAZA KY, LLC
ATA ROGERS BRIDGE GA, LLC
ATA STONE LITHONIA GA, LLC
ATA TRINITY PLACE TN, LLC
ATG REIT RSC, LP
BDS, L.L.C.
BDS, L.L.C. OF ALABAMA
Belleville IL Outlot 6, LLC
Black Point Rd, LLC
Brewhouse Center Court, LLC
CASTLETON SHOPPING CENTER MK DISPOSITION, LLC
Castleton Shopping Center MK Disposition, LLC
CHOVIA SHOPS MT AIRY NC, LLC
CSL INVESTMENTS, LLC
DB COMMERCIAL MANAGEMENT, LLC
Fishville Kiosk Member, LLC
FK TELLURIDE, LLC
FV Building 13, LLC
FV BUILDING 15, LLC
Glenrosa 32, LLC
HarbourView Marketplace, LLC
HarbourView Station West, LLC
HELENA STAR MT, LLC
HV GARDENS, LLC
JB Fishville Harbor Land LLC
JB Fishville Retail Land LLC
JB Forum Land, LLC
JB ML Land HI, LLC
JB OLATHE OUTLOT 2, LLC
JB RE Investments, LLC
JB Seven Hills, LLC
JB Seven Hills, LLC
JB Transportation, LLC

ENTITY LIST

ENTITIES
JBM ACQUISITIONS LLC
JJ Restaurant Holdings, LLC
JML BC G4, LLC
JML MANAGER, LLC
JML Trust Manager, LLC
LABALME TRAIL, LLC
LEGAL FLOAT LENDING, LLC
LOUISVILLE RESTAURANT PARTNERS, LLC
LOWER 5629 ROCKRIDGE ROAD, LLC
LUTHERAN EYE CARE, LLC
Montgomery Mattress, LLC
Montgomery Mattress, LLC
MORRISON ISLAND, LLC
NORTH EAST WAWASEE, LLC
PG Hospitality, LLC
PG Waterfront Hospitality, LLC
PT PLAZA, LLC
SAML BAR AND GRILL, LLC
Spike Holdings AZ, LLC
STAR MT, LLC
STAR OH, LLC
THE EXCHANGE PLAINWELL MI, LLC
UPPER 5629 ROCKRIDGE ROAD, LLC
WALCENT ARKADELPHIA AK, LLC
WALCENT ELK/IN, LLC
WALCENT KENDALLVILLE IN, LLC
WALCENT LAWTON OK, LLC
WALCENT MORRILTON AK, LLC
WALCENT NEWC/IN, LLC
WALCENT PLAINWELL MI, LLC
WALCENT SHELBY MI, LLC
WALCENT SHOPS SUWANEE GA, LLC
WALCENT WAYNESBORO MS, LLC
WAWASEE WATERCRAFTS, LLC
Wheatland Crossing Owners Association
Wheatland Marketplace Lot 7 Condominium Assn.
WHITEFISH OPPORTUNITY FUND, LLC

Exhibit B

Services

- Power of Attorney for all Jon Larmore matters that pertain to entities in Exhibit A
 - Consulting Services;
 - Property Sales
 - Property Acquisitions
 - Property Management
 - Marketing and Sales
 - Strategy and Planning
 - Organizational Structure
 - Organizational Development
 - Planned commercial developments
 - New business ventures
 - Business Plans
 - Capital Funding
- Business Operations

Exhibit C

Payment for Services

1. Flat Fee: \$50,000/mo. beginning May 1, 2023, payable on the first day of each calendar month
2. Corporate Credit Card for business travel and expenses
3. Quarterly Attainment Bonus = \$100,000/qtr. Payable on the first day of each calendar quarter.

➤ Objectives;

- i. Reduction of Corporate Debt
- ii. Increase in Property Values
- iii. Settlement of Lawsuits
- iv. Launch of new business ventures
- v. Development and Stabilization of Organization
- vi. Driving Positive Cash Flow from Retained properties
- vii. Settlement of insurance claims
- viii. New Hires for open positions

Quarterly Bonus attainment will be at the discretion of Jonathan M Larmore

EXHIBIT 14

Separation Agreement and General Release

This Separation Agreement and General Release ("Agreement") is entered into as of October 5, 2017 ("Effective Date") between William A. Rack, Jr. and WMR Investments, LLC (collectively "Rack") and the entities listed on Exhibit A attached hereto (the "Arciterra Affiliates").

I. Background

- A. Rack is or was a member of the entities listed on Exhibit B attached hereto (the "Membership Entities").
- B. Rack received membership in the Membership Entities in consideration of Rack, among other things, obtaining investor equity for the Arciterra Affiliates or the direct or indirect parent entities or subsidiaries.
- C. Rack has ceased obtaining investor equity on terms acceptable to the Arciterra Affiliates.
- D. Rack has received advances of distributions and other remuneration from certain Arciterra Affiliates.
- E. Rack has failed to contribute to overhead costs and expenses related to the operation of the Arciterra Affiliates.
- F. Rack has entered into the agreements attached hereto as Exhibit C whereby Rack obtained certain loans from one or more Arciterra Affiliates secured by a pledge of Rack's interests in the Membership Entities (the "Prior Agreements").
- H. Rack and the Arciterra Entities desire to enter into this Agreement to memorialize their agreements with respect to Rack's separation from the Arciterra Affiliates.

II. Terms of Agreement

Rack shall execute and deliver a written resignation from any and all official capacities with any Arciterra Affiliates and any employment relationship of any nature with any Arciterra Affiliates. From and after the Effective Date, Rack shall cease using the name "Arciterra" or any naming conventions presently used by the Arciterra Entities, such as "AT", "ATA", "ATG", "ATC", "ASR" or "ASRA" in connection with or in reference to any of his business dealings and shall claim no affiliation or relationship with any Arciterra Affiliate. In order to effect Rack's resignation from and termination of all relationships of any nature with the Arciterra Affiliates, Rack and the Arciterra Affiliates agree as follows:

1. This Agreement and the fact that it was offered are not and shall not in any way be construed as admissions by any Arciterra Affiliate that it violated any federal, state or local law, statute or regulation, or that it acted wrongfully with respect to Rack or to any other person or entity in any manner. The Arciterra Affiliates specifically disclaim any liability to or wrongful acts against Rack or any other person or entity. Further, Rack acknowledges and agrees that it is the policy of the Arciterra Affiliates to comply with all applicable federal, state and local laws and regulations. Rack affirms that he has, as of the Effective Date reported all compliance issues and violations of federal, state and local laws or regulations or the policies of any Arciterra Affiliate of which Rack had knowledge during the term of his involvement in any capacity with any Arciterra Affiliate to the appropriate agency or entity. Rack represents and acknowledges that he has no further or additional knowledge or information regarding compliance issues or possible violations of federal, state or local laws or regulations or the policies of any Arciterra Affiliate other than what Rack has previously raised, if any. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of or an admission by any Arciterra Affiliate or Rack of any violation of any state, federal or local laws or regulations or any rules, regulations, criteria or standards of any regulatory body. This Agreement may be introduced, however, in any proceeding to enforce the Agreement. In addition to the foregoing, Rack will execute and deliver to the Arciterra Affiliates the affidavits attached hereto as Exhibit D.
2. In exchange for the promises and commitments contained in this Agreement and release of claims as set forth below, the Arciterra Affiliates, or any one or more of them, will:
 - a. pay Rack a total of Eight Hundred Eighty One Thousand and 00/100 Dollars (\$881,000.00), with a first payment of Thirty Five Thousand and 00/100 Dollars (\$35,000.00) payable upon execution of this Agreement, with the remainder payable in 47 monthly installments of \$18,000.00 on or about the 10th day

of each month, commencing on November 10, 2017 (the "Severance Payments") until the earlier of the date all Severance Payments have been made or the date the Arciterra Affiliates' obligation under this Paragraph 2 cease, if ever, as hereinafter provided;

b. indemnify Rack with respect to a claim made by the recipient of a personal guaranty from Rack pursuant to which any Arciterra Affiliate obtained a loan, which loan was also guaranteed by Jonathan M. Larmore;

c. release Rack with respect to any obligation Rack may have in conjunction with the membership interests which are the subject of the Membership Assignment in Paragraph 12 of this Agreement or the Springing Assignment in Paragraph 13. The release of obligation of Rack pursuant to this Paragraph 2.c. shall be effective from and after the date the membership interests referenced in Paragraphs 12 and 13 are actually transferred to Spike Holdings, LLC, an Arciterra Affiliate;

d. indemnify Rack against losses and expenses arising due to third party claims and demands directly related to Rack's tenure with Arciterra ("Claims"), but expressly excluding any Claims arising due to a promise, oral contract or other agreement or understanding made by Rack which was (a) not made in the normal and expected course of his duties; (b) not within Rack's actual authority; or (c) which was not fully and completely disclosed in writing to another Arciterra Affiliate officer contemporaneous with the time the promise or agreement was made; and

e. Provided that Rack complies with the terms of this Agreement and the representations made by Rack herein, the Arciterra Affiliates covenant not to sue Rack for the matters which have been disclosed to the Arciterra Affiliates by Rack on Exhibit G.

Rack hereby acknowledges and agrees that the foregoing provisions of this Paragraph 2 constitute full and fair compensation for entering into this Agreement and performance of Rack's obligations hereunder.

3. In consideration of the promises contained in this Agreement, Rack agrees:

a. On behalf of Rack and anyone claiming through Rack, that Rack irrevocably and unconditionally does hereby release, acquit and forever discharge each and every Arciterra Affiliate and/or its parent corporation, subsidiaries, divisions, predecessors, successors and assigns, as well as each Arciterra Affiliate's past and present officers, directors, employees, shareholders, trustees, joint venturers, partners, their respective immediate family members and anyone claiming through them (hereinafter "Releasees" collectively), in each's individual and/or corporate or LLC capacities, from any and all claims, liabilities, promises, actions, damages and the like, known or unknown, which Rack ever had against any of the Releasees arising out of or relating to Rack's relationship with any Arciterra Affiliate and/or the termination of such relationships. Said claims include, but are not limited to: (1) employment discrimination (including claims of sex discrimination and/or sexual harassment) and retaliation under Title VII (42 U.S.C.A. 2000e etc.) and under 42 U.S.C.A. section 1981 and section 1983, age discrimination under the Age Discrimination in Employment Act (29 U.S.C.A. sections 621-634) as amended, under any relevant state statutes or municipal ordinances; (2) disputed wages, payments, distributions, or other compensation of any kind; (3) wrongful discharge and/or breach of any alleged employment contract; (4) claims based on any tort, including but not limited to, invasion of privacy, defamation, wrongful discharge, constructive discharge, breach of an express or implied contract, breach of an implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, conspiracy, tortious interference with contract or prospective economic advantage, promissory estoppel, equitable estoppel, fraud, misrepresentation, detrimental reliance, and negligence; (5) all claims for any compensation including commissions, back wages, front pay, punitive damages, pay increases, bonuses or awards, fringe benefits, severance benefits, reinstatement, retroactive seniority, contribution to retirement plans, or any other form of economic loss; (6) all claims for personal injury, including physical injury, mental anguish, emotional distress, pain and suffering, embarrassment, humiliation, damage to name or reputation, interest, liquidated damages, or punitive damages; and (7) all claims for costs, interests, and attorneys' fees.

b. That Rack shall not bring any legal action against any of the Releasees for any claim waived and released under this Agreement and that Rack represents and warrants that no such claim has been filed to

date. Rack further agrees that should he bring any type of administrative or legal action arising out of claims waived under this Agreement, Rack will bear all legal fees and costs, including those of the Releasees.

c. Rack has from time to time, conducted business under the name "Rack Capital" or some variation thereof. For purposes hereof, all references herein to "Rack" shall mean and include "Rack Capital" and any other trade name, business name or other pseudonym under which Rack has conducted or does conduct, business.

4. Rack agrees that he will not, directly or indirectly, disclose the fact of and terms of this Agreement, including the severance benefits, to anyone other than Rack's attorney, except to the extent such disclosure may be required for accounting or tax reporting purposes or as otherwise required by law.

5. Rack represents that there are no oral or written promises, contracts, or agreements by which Rack purports to bind any Arciterra Affiliate which have not been disclosed to the Custodian (as defined below). In the event that a later claim is made by any person or entity pursuant to an agreement which Rack has purportedly entered into on behalf of any Arciterra Affiliate, Rack agrees to fully indemnify each Arciterra Affiliate for the costs of defending such claim, including all attorneys' fees, costs, judgments or other awards which might be incurred by, or granted against, any Arciterra Affiliate.

6. Contemporaneous with the execution of this Agreement, Rack will return to Arciterra Companies, LLC ("Custodian"), as custodian for the other Arciterra Affiliates, all Arciterra Affiliates' property in Rack's possession including, but not limited to, computers, customer lists, mailing lists, account information, and all of the tangible and intangible property belonging to any Arciterra Affiliate. Rack further represents and warrants that he has not retained any copies, electronic or otherwise, of such property, except those items expressly approved by an officer of Custodian.

7. Rack will cooperate fully with the applicable Arciterra Affiliates in their defense of or other participation in any administrative, judicial or other proceeding arising from any charge, complaint or other action which has been or may be filed. Rack will continue to cooperate fully with the Arciterra Affiliates with respect to the currently ongoing litigation between certain Arciterra Affiliates and Altus Commercial Real Estate LLC et. al, case CV2016-050826, the recently dismissed litigation between certain Arciterra Affiliates and RAB et al., case CV 2016-051618, and any other litigation now existing or hereafter commenced between any Arciterra Affiliates and Howard Ball, Richard Bell or any other party or entity claiming a membership interest in any Arciterra Affiliates or their affiliated companies.

8. Rack will continue to comply with the terms of the Non-Disclosure Agreement between Rack and the Custodian, executed on the Effective Date, and knows and understands that the obligations contained in that agreement survive execution of this Agreement and Rack's termination of a working relationship with any Arciterra Affiliates. In particular, Rack shall not disclose any confidential or proprietary information which Rack acquired during his affiliation with the Arciterra Affiliates to any other person or entity, or use such information in any manner that is detrimental to the interest of any Arciterra Affiliate.

9. Rack agrees that he will not criticize, denigrate, or disparage any Arciterra Affiliate or any of their respective officers, principals, members or employees. Rack will not make any comments or statements to the press, current or former employees, any individual or entity with whom any Arciterra Affiliate has or has had a business relationship, or any other person if such comment or statement could be likely to adversely affect the conduct of the business of any Arciterra Affiliate, or any of the plans, prospects, or business reputation of the Arciterra Affiliates. Subject to the following sentence, Arciterra Affiliates agree that they will not criticize, denigrate, or disparage Rack or any of their respective officers, principals, members or employees. Nothing in the foregoing shall preclude any Arciterra Affiliate or its principals, members, officers or employees from making any factually accurate statement regarding Rack in connection with the business dealings and opportunities of such Arciterra Affiliate or which statement is necessary or prudent in connection with any required disclosure.

10. Rack agrees that he will not, during the one-year period after the Effective Date of this Agreement, directly or indirectly engage in any business that would be considered similar in nature to the business of the Arciterra Affiliates and any current or former clients and/or customers within 50 miles of an existing, or currently under consideration or development, location of any Arciterra Affiliates owned properties or offices. Rack will not solicit any client, customer, investor, broker dealer, officer, staff or employee with

which any of the Arciterra Affiliated did business for the benefit of himself or a third party that is or may be engaged in a similar business. This paragraph is not intended to prevent Rack from raising capital for another developer or investor, but in so doing Rack may not interfere with the existing business relationship between any of the Arciterra Affiliates and any party listed in the immediately prior sentence, including, without limitation, any transaction which diverts any capital from an Arciterra Affiliate for the benefit of Rack or a client of Rack.

11. The breach of any of Rack's obligations under Paragraphs 3 through 10 or 22 of this Agreement shall be considered a material breach of this Agreement and any outstanding obligations of the Arciterra Affiliates hereunder shall immediately terminate and any payments previously made to Rack pursuant to Paragraph 2 shall be returned by Rack to the Arciterra Affiliates. In the event of such a breach, or threatened breach, the Arciterra Affiliates, in addition to any other rights or remedies they may have, shall be entitled to appropriate injunctive relief, and shall further be entitled to recover their reasonable costs and attorneys' fees incurred in seeking relief for any such breach or threatened breach.

12. Rack shall execute and deliver the assignment of membership interests agreement attached hereto as Exhibit E (the "Membership Assignment"), assigning all of Rack's right, title and interest in and to the Membership Entities identified on Exhibit B as "Full Transfer" to Spike Holdings, LLC, an Arciterra Affiliate as of January 1, 2017. The parties hereto agree that the Membership Assignment shall supersede and replace any and all prior assignments of interests with respect to the applicable Membership Entities, including, without limitation, assignments executed in connection with the Prior Agreements. The Membership Assignment shall be an unconditional, present assignment and transfer of all of Rack's right, title and interest in and to the applicable Membership Entities.

13. Rack shall execute and deliver the springing assignment of membership interests attached hereto as Exhibit F ("Springing Assignment") providing for the future assignment all of Rack's right, title and interest in and to the Membership Entities identified on Exhibit B as "Springing Transfer" to Spike Holdings, LLC, an Arciterra Affiliate as well as a present assignment of beneficial rights and interests in the applicable Membership Entities. The parties hereto agree that the Springing Assignment shall supersede and replace any and all prior assignments of interests with respect to the applicable Membership Entities, including, without limitation, assignments executed in connection with the Prior Agreements. The Springing Assignment shall be a future assignment and transfer of all of Rack's right, title and interest in and to the applicable Membership Entities, effective upon notice from Spike Holdings, LLC. It is the intent of the Parties that any and all ownership or beneficial interests of Rack in or to any entity affiliated with the Arciterra Entities be transferred and conveyed in connection with this Agreement. To the extent of any error or deficiency in the transfer and conveyance of such interests pursuant to the Membership Assignment or Springing Assignment, Rack shall cause such further documents or instruments of conveyance and transfer to be executed and delivered to Custodian upon request of Custodian.

14. The parties acknowledge and agree that except as provided in Paragraphs 12 and 13 above, the Prior Agreements remain in full force and effect, provided that so long as Rack fully and timely satisfies his obligations hereunder, Spike Holdings, LLC will forgive the Consolidated Loan, including the Advances (as such terms are defined in the Prior Agreements) upon the payment of the last Severance Payment. Rack shall otherwise comply with the terms and provisions of the Prior Agreements.

15. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

16. Each party represents and warrants to the other parties that they fully understand their right to review all aspects of this Agreement with an attorney of their choice, that they have had the opportunity to consult with an attorney of their choice, that they have carefully read and fully understand all the provisions of this Agreement and that they are freely, knowingly and voluntarily entering into this Agreement.

17. Any notice, request, demand, instruction or other document to be given or served hereunder, or in conjunction with this Agreement or any of the documents made a part hereto, including without limitation the Membership Assignment and/or the Springing Assignment, shall be delivered personally, or transmitted by email (.pdf or comparable format), or sent by a nationally recognized overnight express courier, and shall be addressed to the parties at their respective addresses set forth below, and the same shall be

effective upon receipt if delivered personally or electronically, or one (1) business day after deposit with a nationally recognized overnight express courier.

If to Rack: William A. Rack
7624 E. Solano Drive
Scottsdale, AZ 85250

If to Arciterra Affiliates: Arciterra Companies
2701 E. Camelback Road, Suite 150
Phoenix, AZ 85016
Attn: Jon M. Larmore
Email: jon.larmore@arciterra.com

18. This Agreement is made and entered into in the State of Arizona and shall be interpreted, enforced and governed under Arizona law, without regard to conflict of laws principles.

19. This Agreement shall be construed and interpreted as if all of its language were prepared jointly by the parties hereto. No language in this Agreement shall be construed against a party on the grounds that such party drafted or proposed that language.

20. This Agreement shall be binding on the parties and upon their heirs, administrators, representatives, executors, successors and assigns and shall inure to their benefit and to that of their heirs, administrators, representatives, executors, successors and assigns. Rack represents and warrants to the Arciterra Affiliates that (i) he has obtained any and all consents and approvals necessary to effect the provisions hereof and (ii) to the extent that separate entity is required to execute any instrument to effect the terms and provisions hereof, Rack has the ability and authority to cause such entity to execute and deliver the applicable instrument and that he will in fact cause the same to occur.

21. Except as provided in Paragraph 14 above, this Agreement sets forth the entire agreement between Rack and the Arciterra Affiliates with respect to the subject matter hereof and supersedes any and all prior oral or written agreements or understandings between Rack and the Arciterra Affiliates concerning the subject matter of this Agreement. This Agreement may not be altered, amended or modified, except by a further written document signed by Rack and the Arciterra Affiliates.

22. Rack shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any Arciterra Affiliate may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

PLEASE READ CAREFULLY. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS SEPARATION AGREEMENT AND GENERAL RELEASE AND UNDERSTAND ALL OF ITS TERMS, INCLUDING THE FULL AND FINAL RELEASE AND WAIVER OF CLAIMS SET FORTH ABOVE. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT AND THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR STATEMENT, WRITTEN OR ORAL, NOT SET FORTH IN THIS AGREEMENT AND THAT YOU HAVE BEEN GIVEN THE OPPORTUNITY AND HAVE BEEN ENCOURAGED TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY.

IN WITNESS WHEREOF, Rack and the Arciterra Affiliates have executed this Agreement as of the Effective Date.

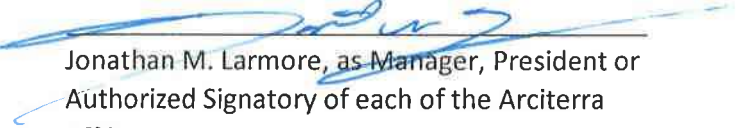
RACK:



William A. Rack, Jr., both individually and in his capacity as manager of WMR Investments, LLC

Witness

ARCITERRA AFFILIATES:



Jonathan M. Larmore, as Manager, President or
Authorized Signatory of each of the Arciterra
Affiliates

Exhibit A

Arciterra Affiliates

	Dom Juris	Name
1	AZ	1921 Gallatin Pike Nashville TN, LLC
2	DE	2006 OPERATING PARTNERSHIP, L.P.
3	AZ	2513 E North Street Kendallville IN, LLC
4	AZ	412 Cross Oaks Mall Plainwell MI, LLC
5	AZ	5339 Elvis Presley Blvd. Memphis TN, LLC
6	AZ	5450 US Highway 80 East Pearl MS, LLC
7	AZ	601 Trenton Road McAllen TX, LLC
8	AZ	60 Colonial Promenade Parkway Alabaster AL, LLC
9	AZ	700 North Grand Avenue MT. Pleasant, IA, LLC
10	NC	752 SOUTH ANDY GRIFFITH PARKWAY MT AIRY NC, LLC
11	AZ	8001 Vaughn Road Montgomery AL, LLC
12	AZ	81 Jameson lane Greenville AL, LLC
13	DE	900 West Marion Avenue FL, LLC
14	DE	900 West Marion Avenue FL, LLC
15	AZ	ARCITERRA BELL YORK SC, LLC
16	AZ	ARCITERRA BP OLATHE KS, LLC
17	AZ	ARCITERRA COMPANIES, LLC
18	AZ	ARCITERRA FD BOWMAN SC, LLC
19	AZ	ARCITERRA FD EHRHARDT SC, LLC
20	AZ	ARCITERRA FD GREELEYVILLE SC, LLC
21	AZ	ARCITERRA FD TUBERVILLE SC, LLC
22	AZ	ARCITERRA GROUP, LLC
23	DE	ARCITERRA MICHIGAN ROAD INDIANAPOLIS IN, LLC
24	MD	ARCITERRA NATIONAL REIT, INC.
25	DE	ARCITERRA NATIONAL REIT LP
26	AZ	ARCITERRA NOBLE WEST NOBLESVILLE IN, LLC
27	AZ	ARCITERRA NOTE ADVIORS, LLC
28	AZ	ACITERRA NOTE FUND I, LLC
29	AZ	ARCITERA NOTE FUND I INVESTMENT COMPANY, LLC
30	AZ	ARCITERRA NOTE ADVISORS II, LLC
31	AZ	ARCITERRA NOTE ADVISORS III, LLC
32	AZ	ARCITERRA NOTE FUND II, LLC
33	AZ	ARCITERRA NOTE FUND II INVESTMENT COMPANY, LLC
34	AZ	ARCITERRA NOTE FUND III, LLC
35	AZ	ARCITERRA NOTE FUND III INVESTMENT COMPANY, LLC
36	AZ	ARCITERRA OLATHE POINTE OLATHE KS LLC
37	DE	ARCITERRA OPPORTUNITY FUND I, LLC
38	MD	ARCITERRA REAL ESTATE INVESTMENT TRUST, INC.
39	AZ	ARCITERRA REIT ADVISORS, LLC
40	DE	ArciTerra REIT I Member, LLC

41	AZ	ARCITERRA REIT I MEMBER, LLC
42	AZ	ARCITERRA NATIONAL REIT ADVISOR, LLC
43	AZ	ARCITERRA REIT RSC, LP
44	AZ	ARCITERRA STAR LANCASTER OH, LLC
45	AZ	ARCITERRA STRATEGIC INCOME CORPORATION-BELLEVILLE CROSSING IL
46	AZ	ARCITERRA STRATEGIC RETAIL ADVISOR, LLC
47	AZ	ArciTerra Strategic Retail Advisor, LLC
48	DE	ArciTerra Strategic Retail-Elyria OH, LLC
49	AZ	ASR REIT ADVISOR, LLC
50	DE	ARCITERRA STRATEGIC RETAIL-PLAINFIELD VILLAGE IN, LLC
51	MD	ARCITERRA STRATEGIC RETAIL REIT, INC.
52	DE	ARCITERRA STRATEGIC RETAIL REIT, LP
53	AZ	Arciterra Strategic Retail - Suffolk VA, LLC
54	AZ	ARCITERRA STRATEGIC RETAIL-WHEATLAND IL, LLC
55	AZ	ARCITERRA USB NEW ALBANY OH, LLC
56	AZ	ARCITERRA USB ROCHESTER MN, LLC
57	AZ	ARCITERRA VERMONT INDIANAPOLIS IN, LLC
58	AZ	ARCITERRA VN CLARKSVILLE TN, LLC
59	AZ	ARCITERRA VN DICKSON TN, LLC
60	DE	ARCITERRA WESTGATE INDIANAPOLIS IN, LLC
61	AZ	ARCITERRA WG MILWAUKEE WI, LLC
62	AZ	AT 18 Mile Central SC, LLC
63	AZ	ATA FISHVILLE FL, LLC
64	AZ	ATA FISHVILLE MANAGEMENT, LLC
65	AZ	ATA FORUM LOUISVILLE, LLC
66	AZ	ATA HIRAM SQUARE GA, LLC
67	AZ	ATA LANIER FAYETTEVILLE GA, LLC
68	AZ	AT ALTUS CUMBERLAND GA, LLC
69	AZ	AT ALTUS ECHELON IN, LLC
70	AZ	AT ALTUS ROSWELL GA, LLC
71	AZ	ATA MERCADO ST. AUGUSTINE FL, LLC
72	AZ	ATA PALENCIA ST. AUGUSTINE FL, LLC
73	AZ	ATA PLAZA OK, LLC
74	AZ	ATA PRESTON PLAZA KY, LLC
75	AZ	ATA STONE LITHONIA GA, LLC
76	AZ	ATA TRINITY PLACE TN, LLC
77	IN	AT Auburn Plaza IN, LLC
78	AZ	AT BELLEVILLE CROSSING IL-INLINE, LLC
79	AZ	AT BELLEVILLE CROSSING IL-OUTLOTS LLC
80	AZ	AT Bloomington IL, LLC
81	AZ	AT BOUTTE LA, LLC
82	AZ	AT BRIARGATE IL, LLC
83	AZ	AT Canal Winchester OH, LLC

84	DE	AT CASTLETON IN ASSOCIATION MANAGER, LLC
85	DE	AT Castleton IN Member, LLC
86	DE	AT Castleton IN Owner, LLC
87	DE	AT CASTLETON IN OWNER, LLC
88	AZ	AT CEDARTOWN GA, LLC
89	AZ	AT CEDARTOWN GA OUTLOT, LLC
90	AZ	AT CENTERVILLE GA, LLC
91	AZ	AT COLONY FITZGERALD GA LLC
92	AZ	AT CONCORD, LLC
93	AZ	At Dillon SC Outlot, LLC
94	AZ	AT EASTMAN GA, LLC
95	DE	AT FORUM KY MEMBER, LLC
96	DE	AT Forum KY Member, LLC
97	DE	ATG REIT RSC, LP
98	AZ	AT HL BURLINGTON IA, LLC
99	AZ	AT Jefferson Center FW IN, LLC
100	DE	AT JEFFERSON CENTER FW IN OWNER, LLC
101	AZ	AT JPM LINDENHURST IL, LLC
102	AZ	AT Lima Plaza FW IN, LLC
103	DE	AT LIMA PLAZA FW IN OWNER, LLC
104	AZ	AT LINDENHURST IL, LLC
105	AZ	AT LONGVIEW OUTLOT NORTHEAST, LLC
106	AZ	AT LONGVIEW OUTLOT WEST, LLC
107	AZ	AT LONGVIEW TX, LLC
108	AZ	AT LUBBOCK TX, LLC
109	AZ	AT Max FW IN, LLC
110	DE	AT MAX FW IN OWNER, LLC
111	AZ	AT MAYODAN NC, LLC
112	AZ	AT MF VEGAS, LLC
113	AZ	AT MIDWAY ELYRIA OH, LLC
114	DE	AT ML Leasehold HI, LLC
115	DE	AT ML Management HI LLC
116	DE	AT MMH HI LLC
117	AZ	AT NEW LENOX IL - GL, LLC
118	AZ	AT NEW LENOX IL- INLINE, LLC
119	AZ	AT NEW LENOX-OUTLOTS, LLC
120	AZ	At New West Clifton CO, LLC
121	DE	AT Olathe Manager, LLC
122	AZ	AT OLATHE MANAGER, LLC
123	AZ	AT Pine Valley FW IN, LLC
124	DE	AT PINE VALLEY FW IN OWNER, LLC
125	AZ	AT Plainfield Village IN, LLC
126	AZ	AT Portland Commons IN, LLC

127	DE	AT PORTLAND COMMONS IN OWNER, LLC
128	AZ	AT PT DANVILLE IL, LLC
129	AZ	AT Salem IL Outlot, LLC
130	AZ	AT SALISBURY NC OUTLOT, LLC
131	AZ	AT SANDERSVILLE GA, LLC
132	AZ	AT Seven Hills Aurora CO, LLC
133	AZ	AT SEVEN HILLS AURORA CO, LLC
134	AZ	AT Suffolk VA 2B-2, LLC
135	AZ	AT Suffolk VA 2B-3, LLC
136	AZ	AT Suffolk VA 2B-5, LLC
137	AZ	AT Suffolk VA 2B-6, LLC
138	AZ	At Suffolk VA BWW, LLC
139	AZ	AT Suffolk VA SC, LLC
140	AZ	AT SWEDEN NY, LLC
141	AZ	AT SWEEDEN NY OUTLOT, LLC
142	AZ	AT VILLE PLATTE LA, LLC
143	AZ	AT WHEATLAND NAPERVILLE IL, LLC
144	AZ	AT Wildwood Plaza MO, LLC
145	AL	BDS, L.L.C.
146	AZ	CASTLETON SHOPPING CENTER MK DISPOSITION, LLC
147	IN	CSL INVESTMENTS, LLC
148	AZ	THE EXCHANGE PLAINWELL MI, LLC
149	DE	Fishville Kiosk Member, LLC
150	DE	FK TELLURIDE, LLC
151	AZ	HarbourView Marketplace, LLC
152	AZ	HarbourView Station West, LLC
153	IN	HV GARDENS, LLC
154	AZ	JB Fishville Harbor Land LLC
155	AZ	JB Fishville Retail Land LLC
156	IN	JBM ACQUISTIONS LLC
157	DE	JB ML Land HI, LLC
158	DE	JB OLATHE OUTLOT 2, LLC
159	DE	JB RE Investments, LLC
160	DE	JB Seven Hills, LLC
161	AZ	JML MANAGER, LLC
162	DE	JML Trust Manager, LLC
163	AZ	LABALME TRAIL, LLC
164	AZ	LEGAL FLOAT LENDING, LLC
165	AZ	LOWER 5629 ROCKRIDGE ROAD, LLC
166	IN	LUTHERAN EYE CARE, LLC
167	AL	Montgomery Mattress, LLC
168	AZ	MORRISON ISLAND, LLC
169	AZ	NORTH EAST WAWASEE, LLC

170	AZ	UPPER 5629 ROCKRIDGE ROAD, LLC
171	AZ	SPIKE INVESTMENTS, LLC
172	AZ	WALCENT ARKADELPHIA AK, LLC
173	IN	WALCENT ELK/IN, LLC
174	AZ	WALCENT LAWTON OK, LLC
175	AZ	WALCENT WAYNESBORO MS, LLC

Exhibit B
Membership Entities

Arciterra Note Advisors, LLC, an Arizona limited liability company	Full Transfer
Arciterra Note Advisors II, LLC, an Arizona limited liability company	Springing Transfer
Arciterra Note Advisors III, LLC, an Arizona limited liability company	Springing Transfer
Arciterra REIT Advisors, LLC, an Arizona limited liability company	Full Transfer
Arciterra National REIT Advisors, LLC, an Arizona limited liability company	Full Transfer
Arciterra Strategic Income Advisor, LLC, an Arizona limited liability company	Full Transfer
Arciterra Opportunity Fund I Advisor, LLC, an Arizona limited liability company	Full Transfer
Arciterra Strategic Retail Advisor Wheatland, LLC, an Arizona limited liability company	Full Transfer
Arciterra Strategic Retail Advisor, LLC, an Arizona limited liability company	Full Transfer
ASR REIT Advisor, LLC, an Arizona limited liability company	Full Transfer
Arciterra 32 nd Street Advisors, LLC, an Arizona limited liability company	Full Transfer

Exhibit C

Prior Agreements

[See attached Loan Consolidation and Security Agreement, Amendment to Consolidation Loan and Security Agreement and Amended and Restated Promissory Note]

LOAN CONSOLIDATION AND SECURITY AGREEMENT

This Loan Consolidation and Security Agreement (this "Agreement"), dated effective as of February 10, 2017 and entered into by and between **William A. Rack, Jr.** ("Rack"), **WMR Investments, LLC**, an Arizona limited liability company ("WMR"), and Rack Capital, Inc ("Rack Capital"), all jointly and severally ("Borrower"), and **Arciterra Strategic Retail Advisor, LLC**, an Arizona limited liability company ("Advisor" or "Lender").

Recitals

Whereas, Borrower is a member and the sole manager of WMR;

Whereas, William A. Rack, Jr. is President of Rack Capital;

Whereas, WMR is a member of Advisor;

Whereas, Borrower has obtained certain unsecured loans identified on Schedule I attached hereto ("Existing Loans");

Whereas, Lender has acquired all of the originators' of the Existing Loans right, title and interest in and to such Existing Loans;

Whereas, the Existing Loans remain unpaid;

Whereas, Borrower desires to obtain an additional loan from Lender in the original principal amount of \$50,000 (the "New Loan" and, together with the Existing Loans, the "Consolidated Loan");

Whereas, Lender is willing to make the New Loan on the terms and conditions set forth herein.

Agreement

Now, Therefore, in consideration of the recitals contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1) **Definitions**. The following terms shall have the following means:
- a) "Arciterra Companies" means Arciterra Companies, LLC, an Arizona limited liability company.
 - b) "Borrower Resolution" means a written resolution of Rack, as manager of Borrower and a member and shareholder of Borrower, authorizing the actions of Borrower and Rack hereunder and the obligations Borrower arising or created pursuant to this Agreement.
 - c) Intentionally deleted.
 - d) "Claim" means any loss, cost, damage, expense or claim arising, directly or indirectly under this Agreement or with respect to any Loan or Loans or the use or application of the proceeds thereof.
 - e) "Collateral" shall mean all of WMR's right, title and interest in and to Advisor, its limited liability company membership interests, voting rights, participation rights, management rights, distribution rights, claims, fees of any nature (whether known or unknown) and any and all other rights or beneficial interests of WMR in connection with or related to Advisor and the profits, proceeds and replacements of each of the foregoing.
 - f) "Conditional Assignment" means the Conditional Membership Interest Transfer Agreement in the form attached hereto as Exhibit A to be executed and delivered to Lender as provided herein.
 - g) "Laws" means all applicable federal, state and local laws, statutes, codes, ordinances and administrative directives, codes, orders and rulings.

Lender Initials MR

Borrower Initials WR

- h) "Loan Amount" means USD \$380,000.00.
- i) "Loan Proceeds" means any and all funds borrowed pursuant to the Consolidated Loan (including the New Proceeds and any and all amounts disbursed pursuant to or in connection with the Existing Loans), whether previously, contemporaneously or hereafter disbursed.
- j) "New Proceeds" means \$50,000, the only amount remaining to be disbursed with respect to the Consolidated Loan, which amount is to be disbursed in accordance with this Agreement.
- k) "Note" means that certain Promissory Note in the original principal amount of the Loan Amount executed by Borrower in favor of Lender consolidating and evidencing the Consolidated Loan, and any amendments, restatements and renewals thereof.
- l) "Obligations" shall mean the outstanding principal of, and all interest on, and all other indebtedness or obligations evidenced by the Note, the Conditional Assignment, the Borrower Undertaking Agreement and this Agreement.
- m) "UCC" means the Uniform Commercial Code as adopted in the State of Arizona from time to time.

2) **Consolidation.** The Existing Loans and the New Loan are hereby consolidated into a single loan in the original principal amount of the Loan Amount (the "Consolidated Loan"). Borrower acknowledges (i) Lender has acquired all of the interests of the originator(s) of the Existing Loans; (ii) receipt of the entire Loan Proceeds of the Consolidated Loan; (iii) that none of the Loan Proceeds comprising the Consolidated Loan may be re-borrowed; (iv) that the Existing Loans and New Loan are consolidated into a single loan comprising a single obligation of Borrower to Lender evidenced by this Agreement and the Note which supersede any and all prior agreements, written or oral, related to the Existing Loans, the New Loan or the Consolidated Loan; and (iv) the only amount remaining to be disbursed in connection with the Consolidated Loan is \$50,000.

3) **Disbursement.** Lender shall disburse the New Loan proceeds to Borrower by Cashier's Check to Borrower upon, but not prior to, Borrower's satisfaction of all conditions precedent to Lender's obligations as set forth herein.

4) **Conditions Precedent.** Lender shall have no obligation to disburse the Loan Amount unless and until:

- a) Borrower executes and delivers to Lender the Note and this Agreement;
- b) Borrower executes and delivers to Lender or its affiliates a comprehensive Resignation from all positions within the Arciterra Companies and any of its affiliates;
- c) Lender executes this Agreement;
- d) Borrower causes all Borrower(s) to execute and deliver the Borrower Resolution;
- e) Borrower and WMR shall have executed and delivered the Conditional Assignment and Borrower Undertaking Agreement to Lender;
- f) All of Borrower's and WMR's representations and warranties set forth herein are true and correct in all material respects.

5) **Representations, Warranties and Covenants of Borrower.** Borrower(s) each hereby represents, warrants, covenants and agrees to and with Lender its principals investors and affiliates as follows, which representations, warranties and covenants shall be true and correct in all material respects as of the date hereof and throughout the term of the Consolidation Loan:

- a) Borrower has full power and authority to enter into this Agreement and perform its obligations hereunder. WMR has full power and authority to enter into this Agreement and perform its

obligations hereunder. This Agreement and all documents contemplated to be executed and delivered in connection herewith are fully enforceable under applicable law. All consents, if any, required for the execution of this Agreement (and all other instruments and agreements contemplated herein) and the enforcement of the remedies hereunder and under the Note, Conditional Assignment and Borrower Undertaking Agreement have been obtained.

- b) Borrower shall and shall cause WMR, at any time, upon the written request of Lender, execute and deliver such further documents and do such further acts and things as Lender may request to effect the purposes of this Agreement.
 - c) Borrower will not and will not permit WMR to sell, assign, transfer, dispose, pledge or otherwise encumber any of the Collateral, without the prior consent of Lender which may be withheld in Lender's sole and absolute discretion.
 - d) The Loan Proceeds have been and shall only be used for lawful purposes that are wholly unrelated to the business of Lender, Advisor or any of their affiliates or subsidiaries.
 - e) WMR has received substantial benefit from Borrower obtaining the Consolidation Loan.
 - f) There is no pending or, to Borrower's knowledge, threatened litigation or action against Borrower, which, if adversely determined, would materially, adversely affect Borrower's ability to perform his obligations under this Agreement, the Conditional Assignment, the Note and the Borrower Undertaking Agreement.
 - g) There is no pending or, to Borrower's knowledge, threatened litigation or action against Borrower, which would materially, adversely affect Borrower, its principals, investors or affiliates ability to perform its obligations on an ongoing basis or hinder its future efforts. Borrower(s) acknowledge, that it has a duty of the highest standard to take no actions of any kind including but not limited to threatened litigation or action against Lender its principals, employees, investors, partners (past and present), which would materially, adversely affect Lender, its principals, investors or affiliates ability to perform Lender's obligations on an ongoing basis or hinder its future efforts.
 - h) There are no existing liens or security interests on or affecting the Collateral and neither Borrower nor WMR shall not permit any liens or security interests to attach to or otherwise affect the Collateral (other than liens and security interests in favor of Lender) without Lender's prior, written consent, which may be granted or withheld in Lender's sole and absolute discretion.
 - i) Borrower and WMR shall permit Lender to inspect the Collateral at all reasonable times upon reasonable prior notice to Borrower.
 - j) Each of Borrower and WMR shall promptly notify Lender of any material, adverse change in Borrower's or WMR's financial status or ability to perform his or its obligations under this Agreement, the Conditional Assignment, the Borrower Undertaking Agreement and the Note.
 - k) Neither Borrower nor WMR has commenced any voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to its debts under any bankruptcy, insolvency or similar laws.
 - l) Borrower shall timely pay or cause to be paid the principal of and interest on the Obligations when due.
- 6) **Security Interest.** This Agreement constitutes a "Security Agreement" on personal property, including the Collateral, within the meaning of the UCC and other applicable Law with respect to the Collateral. Borrower pledges and grants to Lender a first and prior security interest in the Collateral to secure payment and performance of the Obligations and agrees that Lender shall have all rights and remedies of a secured party under the UCC with respect to the Collateral. Any notice of sale, disposition or other intended action of Lender with respect to the Collateral sent to Borrower at least one (1) day prior

to any action under the UCC shall constitute reasonable notice to Borrower and WMR. Borrower and WMR each hereby authorizes Lender to prepare and file, in such offices as Lender deems reasonably appropriate, all such financing statements and such further assurance as Lender may, from time to time, reasonably consider necessary to create, perfect and preserve such security interest. Lender may take the collateral in satisfaction of the outstanding obligation under the Promissory Note.

7) **Certain Rights Regarding Collateral and Obligations.** At all times during the term of this Assignment after the occurrence and during the continuance of a Default, Lender shall have the sole right (but not the obligation) to take or refrain from taking any action permitted hereunder or under Law with respect to the Collateral and each of Borrower and WMR hereby irrevocably constitutes and appoints Lender its attorney-in-fact, which power is coupled with an interest, to take any such actions in Borrower's and WMR's name with the same force and effect as if Borrower and/or WMR (as applicable) performed such actions, provided such actions are commercially reasonable.

8) **Default.** Any one or more of the following events shall constitute a default ("Default") hereunder:

- a) Any default in the performance or observance of the Obligations or the Note;
- b) If any of Borrower's representations, warranties or covenants set forth herein or in the Note is false or misleading in any material respect; or
- c) Any default in the performance or observance of any of the covenants or agreements of Borrower in this Agreement, the Note, the Conditional Assignment or the Borrower Undertaking Agreement.

9) **Remedies Upon Default.** In addition to all other rights and remedies provided herein, upon Default Lender may exercise from time to time any rights and remedies available to it now or hereafter existing at Law (including under the UCC) or in equity or by statute or otherwise, including seizure and sale of the Collateral at public or private sale for cash, upon credit or for future delivery, and at such price or prices as Lender may deem reasonably satisfactory. Upon and during the continuance of a Default, Borrower and WMR shall, upon demand of Lender, immediately surrender possession and control of the Collateral or such portions thereof as Lender may identify. Nothing in the foregoing shall preclude Lender from exercising or realizing the remedies and rights of Lender under the Conditional Assignment. To the extent any remedy of Lender hereunder suggests or implies a right or remedy less than that granted by any other instrument executed in connection with this Agreement, the more beneficial right or remedy shall, at Lender's election, be deemed controlling.

10) **No Liability on Lender; Indemnity.**

- a) Notwithstanding anything herein contained to the contrary: (i) Borrower and WMR shall remain liable to perform all of their respective obligations with respect to the Collateral; (ii) Lender shall have no obligation or liability with respect to the Collateral or any property of Borrower or WMR by reason of or arising out of this Agreement, nor shall Lender be required or obligated in any manner to perform or fulfill any of the obligations of Borrower or WMR under any Laws unless and until Lender exercises such rights and remedies granted hereunder or in connection herewith which results in Lender's sole control and dominion over the Collateral.
- b) Borrower agrees to and shall indemnify, defend and hold Lender harmless from and against any Claim, provided however, the foregoing indemnity, defense and hold harmless obligations of Borrower shall not apply to the extent any Claim arises due to the gross negligence or willful misconduct of Lender and not arising in any manner out of the acts or omissions of Borrower.

The foregoing indemnity, defense and hold harmless obligations of Borrower shall survive the termination of this Agreement and the repayment of the Consolidated Loan.

- 11) **Governing Law.** This Assignment shall be governed by the laws of the State of Arizona.
- 12) **No Waiver.** Any failure of Lender to insist upon the strict performance of the terms of this Agreement or the Note or shall not be deemed to be a waiver of the same and Lender shall have the right at any time to insist upon strict performance of the terms, provisions and conditions hereof.
- 13) **Release.** Upon Borrower's and WMR's full and complete satisfaction of the Obligations, Lender shall release the liens and security interests created by this Agreement at Borrower's expense.
- 14) **Invalid Provisions.** If any provision hereof shall be deemed illegal, invalid or unenforceable under applicable Law, such provision shall be deemed fully severable from this Agreement and this Agreement and the Note shall be interpreted as if such illegal, invalid or unenforceable provision was never a part of this Agreement and the remaining provisions hereof shall remain in full force and effect. In lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of such document a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.
- 15) **Entire Agreement.** This Agreement, the Conditional Assignment and the Note constitute the entire agreement and understanding between Borrower and Lender with respect to the subject matter hereof and shall supersede all prior agreements and understandings of the parties.
- 16) **Amendment.** Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally nor may any of the Collateral be released, except by an instrument in writing duly signed by the Borrower and the Lender.
- 17) **Execution in Counterparts.** This document may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.
- 18) **Assignability; Successors.** Neither Borrower's nor WMR's obligations under this Agreement are assignable or delegable, in whole or in part, without the prior written consent of Lender. The provisions of this Agreement shall inure to the benefit of Lender and its successors and assigns and shall be binding upon Borrower, WMR and their respective successors and assigns.
- 19) **Consent.** Advisor is executing this Agreement to acknowledge and consent to the transactions contemplated herein.

[signature page(s) immediately follow]

In Witness Whereof, the parties have caused this Assignment to be duly executed as of the date first above written.

BORROWER:

By: _____

William A. Rack, Jr.

WMR Investments, LLC

By: _____

William A. Rack, Jr., its Manager and Member

Rack Capital, Inc.

By: _____

William A. Rack, Jr., President

LENDER/ ADVISOR:

Arciterra Strategic Retail Advisors, LLC an Arizona
limited liability company

By: _____

Jonathan M. Larmore, Manager of Arciterra
Group, LLC its Manager

Schedule I
Existing Loans

ATG and Affiliates
Loans to WMR
As of 2-10-17

Entity	Date	Amount
32nd Street Advisor	12/31/2009	\$ 10,000.00
ASRA	6/20/2013	\$ 55,000.00
ASRA	1/8/2014	\$ 65,000.00
ASRA	12/31/2014	\$ 50,000.00
ASRA	6/19/2015	\$ 25,000.00
ASRA	7/24/2015	\$ 60,000.00
ASRA	9/15/2015	\$ 65,000.00
ASRA	2/10/2017	\$ 50,000.00
		<u>\$ 380,000.00</u>

Exhibit A

CONDITIONAL MEMBERSHIP INTEREST TRANSFER AGREEMENT

This CONDITIONAL MEMBERSHIP INTEREST TRANSFER AGREEMENT (this “Assignment”) is made as February 10, 2017 (the “Effective Date”) by and between William A. Rack, Jr., WMR Investments, LLC, an Arizona limited liability company, and Rack Capital, Inc. (“Borrower”), and Arciterra Strategic Retail Advisor, LLC, an Arizona limited liability company (“Company or Lender”). Borrower, Lender and Company may each be referred to herein as a “Party” and collectively as the “Parties”.

Background:

A. WMR is a limited liability company member of Company and owns and holds 25% of such membership interests (“Company Interest”).

B. William A Rack Jr. a member of WMR and the sole limited liability company manager thereof.

C. Lender and Borrower are parties to that certain Loan Consolidation and Security Agreement (“Loan Agreement”) dated evenly herewith pursuant to which WMR pledged all of its right, title and interest in and to the Collateral. Any capitalized term not otherwise defined herein shall have the meaning given such term in the Loan Agreement.

C. Pursuant to the Loan Agreement, Advisor has agreed to conditionally assign all of its right, title and interest in and to the Company Interest.

Agreement:

NOW, THEREFORE, the parties hereto, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

Assignment. WMR hereby assigns, conveys and transfers and Lender assumes and receives all of WMR’s right, title and interest in and to the Company Interest, *provided* that such assignment and assumption shall not be effective unless and until the occurrence of a Default under the Loan Agreement. The term “Company Interest” shall include each and every interest, claim, receivable, payment, fee (weather known or unknown) or other right (the “Ancillary Rights”) to which WMR is entitled in connection with the Company Interest. WMR represents and warrants to Lender that (i) it has not previously assigned, transferred or encumbered the Company Interest or any portion thereof, nor will it do so in the future, (ii) it has no unsatisfied claims or demands against Company or with respect to the Company Interest and (iii) the Company Interest represents the entire outstanding ownership interest of WMR in the Company.

Cure; Redemption. There are no cure or redemption rights under this Assignment.

Necessary Documents; Consent. The Parties shall execute and deliver any and all necessary or appropriate agreements, certificates, amended certificates or other documents required to implement and maintain the provisions of this Agreement and to otherwise affect its intent. Advisor is executing this Agreement to acknowledge and consent to the transactions contemplated herein.

Governing Law. This Agreement shall be subject to and governed by the laws of the State of Arizona.

Binding Effect. This Agreement shall be binding upon all the parties and their respective heirs, legal representatives, executors, administrators, successors and assigns.

The Parties, intending to be legally bound, have executed this Membership Interest Transfer Agreement as of the date first above written.

BORROWER:

By: _____

William A. Rack, Jr.

WMR Investments, LLC

By: _____

William A. Rack, Jr., Manager

Rack Capital, Inc.:

William A. Rack, Jr., President

LENDER:

Arciterra Strategic Retail Advisor, LLC

By: Arciterra Group, LLC,
Its: Manager

By: _____

Jonathan M. Larmore, Manager

DATE: February 10, 2017

TO: ArciTerra Companies, and all of its affiliated entities

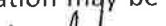
FROM: William A. Rack

RE: Resignation from all positions within the ArciTerra Companies

I, William A. Rack, hereby resign from each and every position with ArciTerra Companies and all of its affiliated entities (the "Companies") effective only upon the counter-signature of Jonathan M. Larmore with respect to each specific company. In the event Mr. Larmore determines to accept my resignation with respect to a certain Company, Mr. Larmore will designate such company he will sign and date below acknowledging my resignation as of that date.

I agree and acknowledge that Mr. Larmore may accept my resignation with respect to all, some or none of the Companies. I further acknowledge that this resignation may be exercised from time to time in the future.

signation may be exercised from time to time.


William A. Rack

RESIGNATION ACCEPTED WITH RESPECT TO THE FOLLOWING COMPANY(IES):

Company

Date _____

Jonathan M. Larmore

Company

Date _____

Jonathan M. Larmore

Company

Date _____

Jonathan M. Larmore

Company

Date _____

Jonathan M. Larmore

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Date _____

Jonathan M. Larmore

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Date _____

Jonathan M. Larmore

Company

Date _____

Jonathan M. Larmore

SECURED PROMISSORY NOTE

\$380,000.00

2/10/2017

For value received, William A. Rack, Jr. ("Rack"), WMR Investments, LLC ("WMR"), and Rack Capital, Inc. ("Rack Capital"), all jointly and severally ("Borrower"), promises to pay to the order of **Arciterra Strategic Retail Advisors, LLC** ("Lender"), on or before February 12, 2018 ("Maturity Date"), at the address of the holder of this Note the principal sum of Three Hundred Eighty Thousand and 00/100 Dollars (\$380,000.00) or such portion thereof disbursed and outstanding with interest from the date hereof until paid in full, on the unpaid principal balance from time to time outstanding hereunder, at the rate of fifteen percent (15%) per annum based upon the various dates when the money was advanced (the "Interest Rate") from and including the date of this Note until the date this Note is paid in full.

On the Maturity Date, the entire outstanding principal balance of this Note, together with all accrued and unpaid interest through the Maturity Date at the interest rate provided for hereunder, and all other sums payable to the holder of this Note shall become due and payable. No payments shall be due hereunder until the Maturity Date, unless this Note is accelerated due to a default hereunder or under the Loan Agreement.

If Borrower fails to make a scheduled or required payment hereunder the Lender may immediately seize the collateral as well as have interest accrue on all unpaid amounts owing under the Note at an annual interest rate equal to five percent (5%) over the Interest Rate. Interest shall be computed on the basis of a three hundred sixty-five/three hundred sixty-six (365/366) day year, and accrue for each day any principal sum remains unpaid.

This Note may be prepaid prior to the Maturity Date, in full or in part, at any time, without penalty. Prepayment amounts shall be applied first to unpaid interest accrued and other charges assessed hereunder and then to reduction of principal.

Borrower and all guarantors, sureties and endorsers severally waive presentment for payment, notice of dishonor, notice of nonpayment, protest, notice of protest and diligence by Lender in collection and bringing suit on this Note and all benefits of valuation and appraisal laws and expressly agree that this Note may be modified from time to time without notice with full reservation of Lender's rights, and without in any way affecting the liability of the Borrower, guarantors, sureties and endorsers hereunder.

No delay on the part of Lender or any other holder of this Note in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provisions of this Note shall in any event be effective unless the same shall be in writing and signed by Lender or any other holder hereof.

If any provision in this Promissory Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Promissory Note will remain in full force and effect. Any provision of this Promissory Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

This Promissory Note shall bind Borrower and its successors and assigns. This Promissory Note shall be full recourse to Borrower. This Promissory Note is secured by that certain Loan Consolidation and Security Agreement by and among Lender, Borrower, and Arciterra Strategic Retail Advisor, LLC dated evenly herewith with respect to the loan evidenced by this Promissory Note.

Notwithstanding anything to the contrary contained in this Promissory Note, no present or future partner, manager, agent, employee, shareholder, director, officer or partner of Lender or of any entity which is now or hereafter a partner, manager, agent, employee, shareholder, director, officer or partner of Lender shall have any personal liability, directly or indirectly, under or in connection with this Note, or any agreement made or entered into under or in connection therewith, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Borrower hereby forever and irrevocably waives and releases any and all such personal liability. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Lender provided by law or by any other contract, agreement or instrument.

Borrower agrees to pay to Lender, in addition to all costs, disbursements and allowances provided by law, all reasonable out-of-pocket costs and expenses (including, without limitation, all reasonable attorneys' fees and expenses and all court costs and other legal expenses, whether charged by, paid to or incurred by Lender's counsel), paid or incurred by Lender in any of the following circumstances all costs of enforcing this Note, whether or not referred to an attorney for the collection of any sum payable hereunder and whether or not any litigation in connection therewith is ever commenced; and all costs incurred by Lender in asserting or defending against any claim, action, cross-claim, third-party claim or counterclaim, or protecting or defending its interests, in any way relating to or concerning this Note (whether in a bankruptcy proceeding or otherwise).

If Borrower elects to bring any action with regards to this Promissory Note against Lender, its principals and any of its affiliates, Buyer shall first be required to post a cash bond of \$250,000.00 with the court where said action is being brought.

Upon the occurrence of an event of default hereunder the entire principal balance of this Note and all accrued and unpaid interest hereunder shall, at the election of Lender, be immediately due and payable.

Notwithstanding anything else to the contrary contained herein, Lender shall never be entitled to receive, collect, or apply as interest hereon (for purposes of this paragraph the word "interest" shall be deemed to include any sums treated as interest under applicable law governing matters of usury and unlawful interest) any amount in excess of the Highest Lawful Rate (as hereinafter defined) and, in the event Lender ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be deemed a partial prepayment of principal and shall be treated hereunder as such; and, if the principal of this Promissory Note is paid in full, any remaining excess shall forthwith be paid to Borrower. In determining whether or not the interest paid or payable, under any specific contingency, exceeds the Highest Lawful Rate, Borrower and Lender shall, to the maximum extent permitted under applicable law, (i) characterize any nonprincipal payment as an expense, fee, or premium rather than as interest (and Lender agrees to cooperate with Borrower's legal counsel to try to reach agreement on a characterization that will be deductible for purposes of applicable Federal income tax laws for Borrower to the same extent as treating the payment as interest, but if Borrower and Lender are unable to agree on such a characterization then Lender may effect such characterization unilaterally without regard to Borrower's desired characterization), (ii) exclude voluntary prepayments and the effects thereof, and (iii) spread the total amount of interest throughout the entire contemplated term of this Note, except that if this Note is paid and satisfied in full prior to the end of the full contemplated term hereof and if the interest received for the actual period of existence hereof exceeds the Highest Lawful Rate, Lender shall refund to Borrower the amount of such excess or credit the amount of such excess against the principal of this Promissory Note and, in such event, Lender shall not be subject to any penalties provided by any laws for contracting for, charging, or receiving interest in excess of the Highest Lawful Rate. "Highest Lawful Rate" shall mean the maximum rate of interest which Lender is allowed to contract for, charge, take, reserve, or receive under applicable law after taking into account, to the extent required by applicable law, any and all relevant payments or charges hereunder.

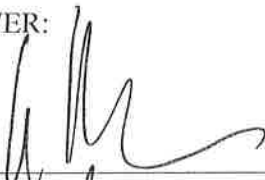
Neither this Note nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

This Note is being delivered and accepted in the State of Arizona and shall be interpreted, construed and governed by the laws of the State of Arizona, without regard to conflict of law principles.

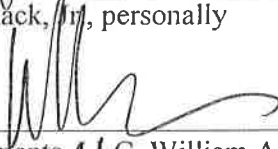
WAIVER OF JURY TRIAL. EACH OF BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY CASE, SUIT, ACTION, PROCEEDING OR OTHER LITIGATION IN ANY WAY RELATING TO, CONCERNING OR ARISING IN CONNECTION WITH THIS PROMISSORY NOTE, OR ANY OTHER STATEMENTS, ACTIONS OR OMISSIONS OF LENDER OR BORROWER. BORROWER ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO DISBURSE THE MONEY EVIDENCED BY THIS PROMISSORY NOTE.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the first date above-written.

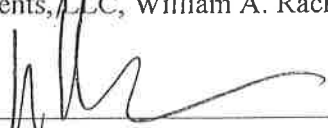
BORROWER:



William A. Rack, Jr, personally



WMR Investments, LLC, William A. Rack, Manager and Member



Rack Capital, Inc.

**WRITTEN CONSENT AND BORROWING RESOLUTION OF THE
MEMBER AND MANAGER OF BORROWER**

The undersigned, being both a member and the Manager of WMR Investments, LLC, an Arizona limited liability company (the "Company"), does hereby consent to the following action to be taken by the Company:

I

Authorization for Loan

WHEREAS, acts of the Company are governed by that certain Operating Agreement of WMR Investments, LLC dated September 6, 2005, and such Operating Agreement has not been subsequently amended;

WHEREAS, the Manager has determined that it is in the best interest of the Company to obtain a loan in the principal amount of \$380,000.00 from Arciterra Strategic Retail Advisor, LLC, an Arizona limited liability company ("Lender"), with the Company's obligations thereunder to be secured by a lien on the Company's assets (the "Transaction");

WHEREAS, there has been presented to the Manager forms of various documents to accomplish the Transaction, including forms of mortgage, promissory note, and certificates and similar documents (collectively, the "Transaction Documents").

BE IT RESOLVED, that the Manager and Member hereby authorizes and approves the consummation of the Transaction and execution, delivery, and performance the Transaction Documents.

BE IT RESOLVED, that William A. Rack, as manager of Company is hereby authorized and directed, on behalf of the Company, to take such actions and to execute and deliver such documents, certificates and instruments, including, without limitation, the Transaction Documents as shall be deemed necessary or desirable to consummate the Transactions.


BE IT FURTHER RESOLVED, that all actions heretofore taken by the Manager, or any officer, employee or agents of the Company in connection with the Transaction or other matters that are the subject of the foregoing resolutions be, and hereby are, ratified, confirmed and approved in all respects.

BE IT RESOLVED, that said resolutions shall not be repealed, rescinded, amended or modified in any way until all of the obligations under the Loan have been satisfied.

EXECUTED and **EFFECTIVE** as of the ____ day of February, 2017.


MANAGER:

WMR Investments, LLC, an Arizona
limited liability company



William A. Rack, Manager

MEMBER:



William A. Rack

**WRITTEN CONSENT
IN LIEU OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF
RACK CAPITAL, INC.**

Dated as of February 10, 2017

The undersigned, constituting all of the members of the Board of Directors (the "Board") of Rack Capital, Inc., a California corporation (the "Corporation"), by consent of the undersigned Board in writing pursuant to the authority contained in Section 3-307(b) of the California General Corporation Law (the "CGCL"), without the formality of convening a meeting, do hereby adopt and approve the following resolutions:

WHEREAS, the Board has determined that it is in the best interest of the Corporation to receive a secured, recourse loan of up to \$380,000.00 from Aricterra Strategic Retail Advisor, LLC pursuant to that certain Loan Consolidation and Security Agreement dated contemporaneously hereto (the "Loan Transaction");

WHEREAS, there has been presented to the Chief Executive Officer of the Corporation and the Board various documents to accomplish the Loan Transaction (the "Transaction Documents");

NOW, THEREFORE BE IT RESOLVED, that the Board approves the Loan Transaction; and it is further

RESOLVED, that the officers of the Corporation, or any one or more of them, be and they hereby are, authorized and empowered, for and on behalf of the Corporation, to (i) execute and deliver the Transaction Documents; (ii) incur such costs and expenses; and (iii) do any and all acts, transactions, and things that they deem, in the exercise of their sole discretion, necessary or appropriate in connection with these resolutions, the Loan Transaction, and the execution of the Transaction Documents thereto to consummate the Loan Transaction.

General

RESOLVED, that the Board hereby ratifies, approves, and confirms in all respects any and all actions taken on behalf of the Corporation by any officer, director, employee, agent or attorney of, or acting on behalf of, the Corporation heretofore and in connection with the foregoing resolutions; and it is further

RESOLVED, that this Written Consent may be executed in counterparts, all of which taken together shall be deemed to be one in the same instrument.

A handwritten signature in black ink, appearing to read 'WR', is positioned above a horizontal line.

William A. Rack, Jr., Chief Executive
Officer

CONSTITUTING ALL OF THE
DIRECTORS OF RACK CAPITAL, INC.

EXHIBIT 15



Paycheck Protection Program Application Form

OMB Control No.: 3245-

Expiration Date: 06/30/2020

Non-Profit <input type="checkbox"/> Vet Org <input type="checkbox"/> Tribal <input type="checkbox"/> Ind. Cont. <input type="checkbox"/> Self Employed <input type="checkbox"/>		DBA or Tradename if applicable	
Business Legal Name			
Arciterra Companies, LLC			
Business Primary Address		Business TIN (EIN,SSN)	Business Phone
2701 E. Camelback Rd. Ste 150		81-4764877	602 840-6800
Phoenix AZ 85016		Primary Contact	Email Address
		Kevin Gulbranson	kevin.gulbranson@arciterra.com

Average Monthly Payroll:		X 2.5 equals Loan Amount:		Number of Jobs:	16
Purpose of the loan (select more than one):					
<input checked="" type="checkbox"/> Payroll <input checked="" type="checkbox"/> Rent / Mortgage Interest <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other (explain):					

Applicant Ownership

List all owners of Applicant with greater than 20% ownership stakes. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN,SSN)	Address
CSL Investments, LLC	Member	100	20-0602902	2701 E. Camelback Rd. Ste 150 Phoenix, AZ 85016

If questions (1) or (2) below are answered "Yes," the loan will not be approved.

Question	Yes	No
1. Is the Business or any owner presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Has the Business, any of its owners, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is the Business or any owner an owner of any other business or have common management with any other business? If yes, attach a listing of all Affiliates and describe the relationship as addendum A.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has the Business received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details on a separate sheet identified as addendum B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Applicants who are individuals and all 20% or greater owners of the business must answer the following questions. If questions (5) or (6) are answered "Yes" or question (7) is answered "No", the loan will not be approved.

Question	Yes	No
5. Are you presently subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, on probation or parole?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Initial here to confirm your response to question 5 → <i>jm</i>		
6. Within the last 7 years, for any felony or misdemeanor for a crime against a minor, have you: 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Initial here to confirm your response to question 6 → <i>jm</i>		
7. <input checked="" type="checkbox"/> I am a U.S. Citizen OR <input type="checkbox"/> I have Lawful Permanent Resident status <input type="checkbox"/> No		
Initial here to confirm your response to question 7 → <i>jm</i>		



Paycheck Protection Program Application Form

OMB Control No. 3245-
Expiration Date 06/30/2020

By Signing Below, You Make the Following Representations, Authorizations, and Certifications

REPRESENTATIONS AND AUTHORIZATIONS

I represent that:

- I have read the Statements Required by Law and Executive Order included in this form, and I understand them.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business related purposes as specified in the loan application.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.

For Applicants who are individuals and all Associates: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

CERTIFICATIONS

The Business and each 20% or greater owner must certify in good faith to all of the below by initialing next to each one:

JMR

Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.

JMR

The funds will be used to retain workers and maintain payroll or make mortgage payments, lease payments, and utility payments; I understand that if the funds are used for unauthorized purposes, the federal government may pursue criminal fraud charges.

JMR

Documentation verifying the number of full-time equivalent employees on payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight week period following this loan will be provided to the lender.

JMR

Loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities. Due to likely high subscription, it is anticipated that not more than twenty-five percent (25%) of the forgiven amount may be for non-payroll costs.

JMR

During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under this program.

JMR

I further certify that the information provided in this application and the information that I have provided in all supporting documents and forms is true and accurate. I realize that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a Federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

JMR

I acknowledge that the lender will calculate the eligible loan amount using tax documents I have submitted. I affirm that these tax documents are identical to those I submitted to the IRS. I also understand, acknowledge and agree that the Lender can share the tax information with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

Blaine Rice

Signature of Authorized Representative of Business

Blaine Rice

Print Name

04/2/20

Date

COO

Title

Jonathan M. Larmore

Signature of Owner of Applicant Business

Jonathan M. Larmore

Print Name

4/2/2020

Date

manager/CEO

Title

Form **944 for 2019: Employer's ANNUAL Federal Tax Return**

Department of the Treasury — Internal Revenue Service

OMB No. 1545-2007

Employer identification number (EIN)	8	1	—	4	7	6	4	8	7	7
Name (not your trade name)	ARCITERRA COMPANIES LLC									
Trade name (if any)	ARCITERRA COMPANIES LLC									
Address	2701 E CAMELBACK RD STE 150									
	Number				Street				Suite or room number	
	PHOENIX				AZ		85016			
	City				State		ZIP code			
	Foreign country name				Foreign province/county		Foreign postal code			

Who Must File Form 944

You must file annual Form 944 instead of filing quarterly Forms 941 only if the IRS notified you in writing.

Go to www.irs.gov/Form944 for instructions and the latest information.

Read the separate instructions before you complete Form 944. Type or print within the boxes.

Part 1: Answer these questions for this year. Employers in American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, and Puerto Rico can skip lines 1 and 2, unless you have employees who are subject to U.S. income tax withholding.

1	Wages, tips, and other compensation	1	
2	Federal income tax withheld from wages, tips, and other compensation	2	
3	If no wages, tips, and other compensation are subject to social security or Medicare tax	3	<input type="checkbox"/> Check and go to line 5.
4	Taxable social security and Medicare wages and tips:		
		Column 1	Column 2
4a	Taxable social security wages		$\times 0.124 =$
4b	Taxable social security tips		$\times 0.124 =$
4c	Taxable Medicare wages & tips		$\times 0.029 =$
4d	Taxable wages & tips subject to Additional Medicare Tax withholding		$\times 0.009 =$
4e	Add Column 2 from lines 4a, 4b, 4c, and 4d	4e	
5	Total taxes before adjustments. Add lines 2 and 4e	5	
6	Current year's adjustments (see instructions)	6	
7	Total taxes after adjustments. Combine lines 5 and 6	7	
8	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	8	
9	Total taxes after adjustments and credits. Subtract line 8 from line 7	9	
10	Total deposits for this year, including overpayment applied from a prior year and overpayments applied from Form 944-X, 944-X (SP), 941-X, or 941-X (PR)	10	
11	Balance due. If line 9 is more than line 10, enter the difference and see instructions	11	
12	Overpayment. If line 10 is more than line 9, enter the difference		Check one: <input type="checkbox"/> Apply to next return. <input type="checkbox"/> Send a refund.

► You MUST complete both pages of Form 944 and SIGN it.

For Privacy Act and Paperwork Reduction Act Notice, see the back of the Payment Voucher.

BIA

Next ►
Form **944** (2019)

☐ CORRECTED (if checked) CO BOD TOTALS

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.		1 Rents	OMB No. 1545-0115		Miscellaneous Income
GROSS		\$	2019		
		2 Royalties			
		\$	Form 1099-MISC		
PAYER'S TIN		3 Other income	4 Federal income tax withheld	Copy 2 To be filed with recipient's state income tax return, when required.	
RECIPIENT'S TIN		\$	\$		
81-4764877		5 Fishing boat proceeds	6 Medical and health care payments		
		\$	\$		
RECIPIENT'S name		7 Nonemployee compensation	8 Substitute payments in lieu of dividends or interest		
***** T O T A L S *****					
FOR: BATCH NO. 2019/4/94971					
Street address (including apt. no.)					
FOR: COMPANY K2/BQD		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds		
City or town, state or province, country, and ZIP or foreign postal code		\$	\$		
Account number (see instructions)		11	12		
K2/BQD		13 Excess golden parachute payments	14 Gross proceeds paid to an attorney		
FATCA filing requirement <input type="checkbox"/>		\$	\$		
15a Section 409A deferrals	15b Section 409A income	16 State tax withheld	17 State/Payer's state no.	18 State income	
\$	\$	\$	\$		

Form 1099-MISC

www.irs.gov/Form 1099MISC

Department of the Treasury - Internal Revenue Service



Detach Here

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.		1 Rents	OMB No. 1545-0115		Miscellaneous Income
TOTAL PAYEES 11		\$	2019		
		2 Royalties			
TOTAL FORMS COUNT 12		\$	Form 1099-MISC		
TOTAL eFORMS 0		3 Other income	4 Federal income tax withheld	Copy B For Recipient	
TOTAL FORMS PROCESSED 12		\$	\$		
K2/BQD/2019/4/94971		5 Fishing boat proceeds	6 Medical and health care payments		
		\$	\$		
PAYER'S TIN		7 Nonemployee compensation	8 Substitute payments in lieu of dividends or interest	This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.	
RECIPIENT'S TIN		\$	\$		
RECIPIENT'S name		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds		
Street address (including apt. no.)		\$	\$		
City or town, state or province, country, and ZIP or foreign postal code		11	12		
Account number (see instructions)		13 Excess golden parachute payments	14 Gross proceeds paid to an attorney		
K2/BQD		\$	\$		
FATCA filing requirement <input type="checkbox"/>		16 State tax withheld	17 State/Payer's state no.	18 State income	
15a Section 409A deferrals	15b Section 409A income	\$	\$	\$	
\$	\$	\$	\$	\$	

Form 1099-MISC

(keep for your records)

www.irs.gov/Form 1099MISC

Department of the Treasury - Internal Revenue Service

AFFILIATED ENTITIES

		Relationship
1921 Gallatin Pike Nashville TN, LLC	Arizona	Principal Owner or Manager
2006 OPERATING PARTNERSHIP, L.P.	Delaware	Principal Owner or Manager
2513 E North Street Kendallville IN, LLC	Arizona	Principal Owner or Manager
412 Cross Oaks Mall Plainwell MI, LLC	Arizona	Principal Owner or Manager
5339 Elvis Presley Blvd. Memphis TN, LLC	Arizona	Principal Owner or Manager
5450 US Highway 80 East Pearl MS, LLC	Arizona	Principal Owner or Manager
601 Retta FL, LLC	Arizona	Principal Owner or Manager
601 Trenton Road McAllen TX, LLC	Arizona	Principal Owner or Manager
60 Colonial Promenade Parkway Alabaster AL, LLC	Arizona	Principal Owner or Manager
613 Retta FL, LLC	Arizona	Principal Owner or Manager
700 N Grand Avenue MT. Pleasant, IA, LLC	Arizona	Principal Owner or Manager
700 North Grand Avenue MT. Pleasant, IA, LLC	Arizona	Principal Owner or Manager
751 W Retta Esplanade FL, LLC	Delaware	Principal Owner or Manager
7525 PINE VALLEY LANE OWNER, LLC	Delaware	Principal Owner or Manager
752 SOUTH ANDY GRIFFITH PARKWAY MT AIRY NC, LLC	North Carolina	Principal Owner or Manager
8001 Vaughn Road Montgomery AL, LLC	Arizona	Principal Owner or Manager
81 Jameson Lane Greenville AL, LLC	Arizona	Principal Owner or Manager
880 W MARION AVE FL, LLC	Delaware	Principal Owner or Manager
900 West Marion Avenue FL, LLC	Delaware	Principal Owner or Manager
ALOHA POP UP PRODUCTIONS, LLC	Delaware	Principal Owner or Manager
ARCITERRA AA BARBOURVILLE KY, LLC	Arizona	Principal Owner or Manager
ARCITERRA AA LINCOLN NE, LLC	Arizona	Principal Owner or Manager
ARCITERRA AA MANISTEE MI, LLC	Arizona	Principal Owner or Manager
ARCITERRA AA PAVILLION NE, LLC	Arizona	Principal Owner or Manager
ARCITERRA AA PEARL MS, LLC	Arizona	Principal Owner or Manager
ARCITERRA AA THEODORE AL, LLC	Arizona	Principal Owner or Manager
ARCITERRA AA WEST LIBERTY KY, LLC	Arizona	Principal Owner or Manager
ARCITERRA AZ SLIDELL LA, LLC	Arizona	Principal Owner or Manager
ARCITERRA AZ TEMPLE GA, LLC	Arizona	Principal Owner or Manager
ARCITERRA AZ WILLIS TX, LLC	Arizona	Principal Owner or Manager
ARCITERRA BELL YORK SC, LLC	Arizona	Principal Owner or Manager
ARCITERRA BP OLATHE KS, LLC	Arizona	Principal Owner or Manager
ARCITERRA CH NEW ORLEANS LA, LLC	Arizona	Principal Owner or Manager
Arciterra Commercial Property REIT, LP	Delaware	Principal Owner or Manager
Arciterra Commercial Property REIT, Inc.	Maryland	Principal Owner or Manager
Arciterra Companies, LLC	Arizona	Principal Owner or Manager
ARCITERRA CV LAFAYETTE LA, LLC	Arizona	Principal Owner or Manager
ARCITERRA CV TARPON SPRINGS FL, LLC	Arizona	Principal Owner or Manager
ARCITERRA DESIGN, LLC	Arizona	Principal Owner or Manager
ARCITERRA DG CAMPBELLSVILLE KY, LLC	Arizona	Principal Owner or Manager
ARCITERRA DG GREENVILLE KY, LLC	Arizona	Principal Owner or Manager
ARCITERRA DG JUNCTION CITY KY, LLC	Arizona	Principal Owner or Manager
ARCITERRA DG MEMPHIS TN, LLC	Arizona	Principal Owner or Manager
ARCITERRA DG NORTH BEND OH, LLC	Arizona	Principal Owner or Manager
ARCITERRA DG RAVENNA KY, LLC	Arizona	Principal Owner or Manager
ARCITERRA DG SHEPHERDSVILLE KY, LLC	Arizona	Principal Owner or Manager
ARCITERRA DG SOUTH CHARLESTON OH, LLC	Arizona	Principal Owner or Manager
ARCITERRA DG WISTER OK, LLC	Arizona	Principal Owner or Manager
ARCITERRA DKS GRAND CHUTE WI, LLC	Arizona	Principal Owner or Manager
ARCITERRA FD BOWMAN SC, LLC	Arizona	Principal Owner or Manager
ARCITERRA FD EHRHARDT SC, LLC	Arizona	Principal Owner or Manager
ARCITERRA FD GREELEVILLE SC, LLC	Arizona	Principal Owner or Manager
ARCITERRA FD PAXVILLE SC, LLC	Arizona	Principal Owner or Manager
ARCITERRA FD TUBERVILLE SC, LLC	Arizona	Principal Owner or Manager
ARCITERRA FESTIVAL MONTGOMERY AL, LLC	Arizona	Principal Owner or Manager
ARCITERRA GC JOHNSON CITY NY, LLC	Arizona	Principal Owner or Manager
ARCITERRA GREYSTONE HOOVER AL, LLC	Arizona	Principal Owner or Manager
ARCITERRA GROUP, LLC	Arizona	Principal Owner or Manager
ARCITERRA HD HENDERSONVILLE TN, LLC	Arizona	Principal Owner or Manager
ARCITERRA HD MCALLEN TX, LLC	Arizona	Principal Owner or Manager
ARCITERRA KLS JENSEN BEACH FL, LLC	Arizona	Principal Owner or Manager
ARCITERRA KLS WARSAW IN, LLC	Arizona	Principal Owner or Manager
ARCITERRA KLS WAUSAU WI, LLC	Arizona	Principal Owner or Manager
ARCITERRA MICHIGAN ROAD INDIANAPOLIS IN, LLC	Delaware	Principal Owner or Manager
ARCITERRA MOV GAL GODDARD KS, LLC	Arizona	Principal Owner or Manager
ARCITERRA MOV GAL PARK CITY KS, LLC	Arizona	Principal Owner or Manager
ARCITERRA MW NASHVILLE TN, LLC	Arizona	Principal Owner or Manager
ARCITERRA NATIONAL REIT, INC.	Maryland	Principal Owner or Manager
ARCITERRA NATIONAL REIT LP	Delaware	Principal Owner or Manager
ARCITERRA NATIONAL REIT, LP	Delaware	Principal Owner or Manager
ARCITERRA NOBLE WEST NOBLESVILLE IN, LLC	Arizona	Principal Owner or Manager
ARCITERRA NOTE ADVISORS II, LLC	Arizona	Principal Owner or Manager
ARCITERRA OFF DEP PEARL MS, LLC	Arizona	Principal Owner or Manager
ARCITERRA OLATHE POINTE OLATHE KS LLC	Arizona	Principal Owner or Manager
ARCITERRA OPPORTUNITY FUND I, LLC	Delaware	Principal Owner or Manager
ARCITERRA OR BATTLE CREEK MI, LLC	Arizona	Principal Owner or Manager
ARCITERRA OS MT. PLEASANT IA, LLC	Arizona	Principal Owner or Manager
ARCITERRA REAL ESTATE INVESTMENT TRUST, INC.	Maryland	Principal Owner or Manager
ARCITERRA REGIONS LAMARQUE TX, LLC	Arizona	Principal Owner or Manager
ARCITERRA REIT I MEMBER, LLC	Arizona	Principal Owner or Manager
ARCITERRA REIT I MEMBER, LLC	Delaware	Principal Owner or Manager
ArcTerra REIT I Member, LLC	Delaware	Principal Owner or Manager
ARCITERRA REIT, L.P.	Delaware	Principal Owner or Manager
ARCITERRA REIT, LP	Delaware	Principal Owner or Manager
ARCITERRA REIT RSC, LP	Arizona	Principal Owner or Manager

AFFILIATED ENTITIES		
COMPANY NAME	DOM STATE	Owner Relationship
ARCITERRA SHOPPES AT ALABASTER AL, LLC	Arizona	Principal Owner or Manager
ARCITERRA STAR LANCASTER OH, LLC	Arizona	Principal Owner or Manager
ARCITERRA STRATEGIC INCOME CORPORATION-BELLEVILLE CROSSING IL	Arizona	Principal Owner or Manager
ARCITERRA STRATEGIC RETAIL ADVISOR, LLC	Arizona	Principal Owner or Manager
ArciTerra Strategic Retail Advisor, LLC	Arizona	Principal Owner or Manager
ArciTerra Strategic Retail-Elyria OH, LLC	Delaware	Principal Owner or Manager
ARCITERRA STRATEGIC RETAIL-PLAINFIELD VILLAGE IN, LLC	Delaware	Principal Owner or Manager
ARCITERRA STRATEGIC RETAIL-PLAINFIELD VILLAGE IN, LLC	Arizona	Principal Owner or Manager
ARCITERRA STRATEGIC RETAIL REIT, INC.	Maryland	Principal Owner or Manager
Arciterra Strategic Retail - Suffolk VA, LLC	Arizona	Principal Owner or Manager
ARCITERRA STRATEGIC RETAIL-WHEATLAND IL, LLC	Arizona	Principal Owner or Manager
ARCITERRA S-W BURTON MI, LLC	Arizona	Principal Owner or Manager
ARCITERRA S-W KALAMAZOO MI, LLC	Arizona	Principal Owner or Manager
ARCITERRA S-W LORAIN OH, LLC	Arizona	Principal Owner or Manager
ARCITERRA USB BISMARK ND, LLC	Arizona	Principal Owner or Manager
ARCITERRA USB NEW ALBANY OH, LLC	Arizona	Principal Owner or Manager
ARCITERRA USB ROCHESTER MN, LLC	Arizona	Principal Owner or Manager
ARCITERRA VERMONT INDIANAPOLIS IN, LLC	Arizona	Principal Owner or Manager
ARCITERRA VN CLARKSVILLE TN, LLC	Arizona	Principal Owner or Manager
ARCITERRA VN COLUMBIA TN LLC	Arizona	Principal Owner or Manager
ARCITERRA VN DICKSON TN, LLC	Arizona	Principal Owner or Manager
ARCITERRA VZ HOME GA, LLC	Arizona	Principal Owner or Manager
ARCITERRA VZ ROME GA, LLC	Arizona	Principal Owner or Manager
ARCITERRA WALCENT GREENVILLE AL, LLC	Arizona	Principal Owner or Manager
ARCITERRA WALCENT KENDALLVILLE IN, LLC	Arizona	Principal Owner or Manager
ARCITERRA WALCENT PLAINWELL MI, LLC	Arizona	Principal Owner or Manager
Arciterra Westgate Indianapolis Member, LLC	Delaware	Principal Owner or Manager
Arciterra Westgate Indianapolis IN II, LLC	Delaware	Principal Owner or Manager
Arciterra Westgate Indianapolis IN II, LLC (agmt dated 2/5/2020)	New York	Principal Owner or Manager
ARCITERRA WESTGATE INDIANAPOLIS IN, LLC	Delaware	Principal Owner or Manager
ARCITERRA WG HOMETOWN IL, LLC	Arizona	Principal Owner or Manager
ARCITERRA WG KILMARNOCK VA, LLC	Arizona	Principal Owner or Manager
ARCITERRA WG MILWAUKEE WI, LLC	Arizona	Principal Owner or Manager
ARCITERRA WHITEFISH ADVISORS, LLC	Delaware	Principal Owner or Manager
ARCITERRA WHITEFISH OPPORTUNITY FUND, LLC	Delaware	Principal Owner or Manager
ARCITERRA WM DOUGLASVILLE GA, LLC	Arizona	Principal Owner or Manager
ASR REIT LP	Delaware	Principal Owner or Manager
AT 18 Mile Central SC, LLC	Arizona	Principal Owner or Manager
ATA CHERRY CREEK IL, LLC	Arizona	Principal Owner or Manager
ATA CYPRESS TOWN CENTER TX, LLC	Arizona	Principal Owner or Manager
ATA FISHVILLE FL, LLC	Arizona	Principal Owner or Manager
ATA FISHVILLE MANAGEMENT, LLC	Arizona	Principal Owner or Manager
ATA FORUM LOUISVILLE KY, LLC	Arizona	Principal Owner or Manager
ATA FORUM LOUISVILLE, LLC	Arizona	Principal Owner or Manager
ATA HIRAM SQUARE GA, LLC	Arizona	Principal Owner or Manager
ATA Lanier Fayetteville GA II, LLC	Delaware	Principal Owner or Manager
ATA Lanier Fayetteville GA II, LLC (agmt dated 2/5/2020)	New York	Principal Owner or Manager
ATA LANIER FAYETTEVILLE GA, LLC	Arizona	Principal Owner or Manager
ATA Lanier Fayetteville Member, LLC	Delaware	Principal Owner or Manager
AT ALTUS Cumberland GA II, LLC	Delaware	Principal Owner or Manager
AT ALTUS Cumberland GA II, LLC (agmt dated 2/5/2020)	New York	Principal Owner or Manager
AT ALTUS CUMBERLAND GA, LLC	Arizona	Principal Owner or Manager
AT ALTUS Cumberland Member, LLC	Delaware	Principal Owner or Manager
AT ALTUS ECHELON IN, LLC	Arizona	Principal Owner or Manager
AT ALTUS ROSWELL GA, LLC	Arizona	Principal Owner or Manager
ATA MERCADO ST. AUGUSTINE FL, LLC	Arizona	Principal Owner or Manager
ATA PALENCIA ST. AUGUSTINE FL, LLC	Arizona	Principal Owner or Manager
ATA PLAZA OK, LLC	Arizona	Principal Owner or Manager
ATA PRESTON PLAZA KY, LLC	Arizona	Principal Owner or Manager
ATA ROGERS BRIDGE GA, LLC	Arizona	Principal Owner or Manager
ATA STONE LITHONIA GA, LLC	Arizona	Principal Owner or Manager
ATA TRINITY PLACE TN, LLC	Arizona	Principal Owner or Manager
AT Auburn Plaza IN II, LLC	Delaware	Principal Owner or Manager
AT Auburn Plaza IN II, LLC (agmt dated 2/5/2020)	New York	Principal Owner or Manager
AT Auburn Plaza IN, LLC	Indiana	Principal Owner or Manager
AT Auburn Plaza Member, LLC	Delaware	Principal Owner or Manager
AT BELLEVILLE CROSSING IL-INLINE, LLC	Arizona	Principal Owner or Manager
AT BELLEVILLE CROSSING IL-OUTLOTS LLC	Arizona	Principal Owner or Manager
AT Bloomington IL, LLC	Arizona	Principal Owner or Manager
AT BOUTTE LA, LLC	Arizona	Principal Owner or Manager
AT BRIARGATE IL, LLC	Arizona	Principal Owner or Manager
AT BUENA VISTA GA, LLC	Arizona	Principal Owner or Manager
AT Canal Winchester OH, LLC	Arizona	Principal Owner or Manager
AT CASTLETON IN ASSOCIATION MANAGER, LLC	Delaware	Principal Owner or Manager
AT Castleton IN Member II, LLC	Delaware	Principal Owner or Manager
AT Castleton IN Member, LLC	Delaware	Principal Owner or Manager
AT Castleton IN Member, LLC	Delaware	Principal Owner or Manager
AT Castleton IN Owner II, LLC	Arizona	Principal Owner or Manager
AT CASTLETON IN OWNER, LLC	Delaware	Principal Owner or Manager
AT Castleton IN Owner, LLC	Delaware	Principal Owner or Manager
AT CASTLETON IN OWNER, LLC	Arizona	Principal Owner or Manager
AT CEDARTOWN GA, LLC	Arizona	Principal Owner or Manager
AT CEDARTOWN GA OUTLOT, LLC	Arizona	Principal Owner or Manager
AT CENTERVILLE GA, LLC	Arizona	Principal Owner or Manager
AT COLONY FITZGERALD GA LLC	Arizona	Principal Owner or Manager

AFFILIATED ENTITIES		
COMPANY NAME	DOM STATE	Owner Relationship
AT CONCORD, LLC	Arizona	Principal Owner or Manager
At Dillon SC Outlot, LLC	Arizona	Principal Owner or Manager
AT Eastman GA II, LLC	Arizona	Principal Owner or Manager
AT Eastman GA II, LLC (agmt dated 2/5/2020)	New York	Principal Owner or Manager
AT EASTMAN GA, LLC	Georgia	Principal Owner or Manager
AT EASTMAN GA, LLC	Arizona	Principal Owner or Manager
AT Eastman Member, LLC	Delaware	Principal Owner or Manager
AT Elyria OH Inline, LLC	Arizona	Principal Owner or Manager
AT Elyria OH Outlot, LLC	Arizona	Principal Owner or Manager
AT FL Construction, LLC	Florida	Principal Owner or Manager
AT FORUM KY MEMBER II, LLC	Delaware	Principal Owner or Manager
AT FORUM KY MEMBER, LLC	Delaware	Principal Owner or Manager
AT Forum KY Member, LLC	Delaware	Principal Owner or Manager
AT FORUM LOUISVILLE KY II, LLC	Delaware	Principal Owner or Manager
ATG REIT RSC, LP	Delaware	Principal Owner or Manager
AT HL Burlington IA II, LLC	Delaware	Principal Owner or Manager
AT HL Burlington IA II, LLC (agmt dated 2/5/2020)	New York	Principal Owner or Manager
AT HL BURLINGTON IA, LLC	Arizona	Principal Owner or Manager
AT HL Burlington Member, LLC	Delaware	Principal Owner or Manager
AT Jefferson Center FW IN, LLC	Arizona	Principal Owner or Manager
AT JEFFERSON CENTER FW IN OWNER, LLC	Delaware	Principal Owner or Manager
AT JPM LINDENHURST II, LLC	Arizona	Principal Owner or Manager
AT Lima Plaza FW IN, LLC	Arizona	Principal Owner or Manager
AT LIMA PLAZA FW IN OWNER, LLC	Delaware	Principal Owner or Manager
AT LINDENHURST II, LLC	Arizona	Principal Owner or Manager
AT Longview Member, LLC	Delaware	Principal Owner or Manager
AT LONGVIEW OUTLOT NORTHEAST, LLC	Arizona	Principal Owner or Manager
AT LONGVIEW OUTLOT WEST, LLC	Arizona	Principal Owner or Manager
AT Longview TX II, LLC	Delaware	Principal Owner or Manager
AT Longview TX II, LLC (agmt dated 2/5/2020)	New York	Principal Owner or Manager
AT LONGVIEW TX, LLC	Arizona	Principal Owner or Manager
AT LUBBOCK TX, LLC	Arizona	Principal Owner or Manager
AT Max FW IN, LLC	Arizona	Principal Owner or Manager
AT MAX FW IN OWNER, LLC	Delaware	Principal Owner or Manager
AT Mayodan Member, LLC	Delaware	Principal Owner or Manager
AT Mayodan NC II, LLC (agmt dated 2/5/2020)	New York	Principal Owner or Manager
AT MAYODAN NC, LLC	Arizona	Principal Owner or Manager
AT Mayoden NC II, LLC	Delaware	Principal Owner or Manager
AT MF VEGAS, LLC	Arizona	Principal Owner or Manager
AT MIDWAY ELYRIA OH, LLC	Arizona	Principal Owner or Manager
AT ML Leasehold HI, LLC	Delaware	Principal Owner or Manager
AT ML Management HI LLC	Delaware	Principal Owner or Manager
AT MMH HI LLC	Delaware	Principal Owner or Manager
AT NEW LENOX IL - GL, LLC	Arizona	Principal Owner or Manager
AT New Lenox IL-Inline II, LLC	Delaware	Principal Owner or Manager
AT New Lenox IL-Inline II, LLC (agmt dated 2/5/2020)	New York	Principal Owner or Manager
AT NEW LENOX IL- INLINE, LLC	Arizona	Principal Owner or Manager
AT New Lenox-IL Member, LLC	Delaware	Principal Owner or Manager
AT NEW LENOX IL-OUTLOTS, LLC	Arizona	Principal Owner or Manager
At New West Clifton CO, LLC	Arizona	Principal Owner or Manager
AT OLATHE MANAGER, LLC	Arizona	Principal Owner or Manager
AT Olathe Manager, LLC	Delaware	Principal Owner or Manager
AT Pine Valley FW IN, LLC	Arizona	Principal Owner or Manager
AT PINE VALLEY FW IN OWNER, LLC	Delaware	Principal Owner or Manager
AT Plainfield Village IN II, LLC	Delaware	Principal Owner or Manager
AT Plainfield Village IN II, LLC (agmt dated 2/5/2020)	New York	Principal Owner or Manager
AT Plainfield Village IN, LLC	Arizona	Principal Owner or Manager
AT Plainfield Village Member, LLC	Delaware	Principal Owner or Manager
AT Portland Commons IN, LLC	Arizona	Principal Owner or Manager
AT PORTLAND COMMONS IN OWNER, LLC	Delaware	Principal Owner or Manager
AT PT Danville IL II, LLC	Delaware	Principal Owner or Manager
AT PT Danville IL II, LLC (agmt dated 2/5/2020)	New York	Principal Owner or Manager
AT PT DANVILLE IL, LLC	Arizona	Principal Owner or Manager
AT PT Danville Member, LLC	Delaware	Principal Owner or Manager
AT Salem IL Outlot, LLC	Arizona	Principal Owner or Manager
AT SALISBURY NC OUTLOT, LLC	Arizona	Principal Owner or Manager
AT SANDERSVILLE GA, LLC	Arizona	Principal Owner or Manager
AT Seven Hills Aurora CO II, LLC	Delaware	Principal Owner or Manager
AT Seven Hills Aurora CO II, LLC (agmt dated 2/5/2020)	New York	Principal Owner or Manager
AT SEVEN HILLS AURORA CO, LLC	Arizona	Principal Owner or Manager
AT Seven Hills Aurora CO, LLC	Arizona	Principal Owner or Manager
AT Seven Hills Aurora Member, LLC	Delaware	Principal Owner or Manager
AT STATESBORO SQUARE GA, LLC	Arizona	Principal Owner or Manager
AT Suffolk VA 2B-2, LLC	Arizona	Principal Owner or Manager
AT Suffolk VA 2B-3, LLC	Arizona	Principal Owner or Manager
AT Suffolk VA 2B-5, LLC	Arizona	Principal Owner or Manager
AT Suffolk VA 2B-6, LLC	Arizona	Principal Owner or Manager
At Suffolk VA BWV, LLC	Arizona	Principal Owner or Manager
AT Suffolk VA SC, LLC	Arizona	Principal Owner or Manager
AT SUWANEE DEPOT GA, LLC	Arizona	Principal Owner or Manager
AT Sweden Member, LLC	Delaware	Principal Owner or Manager
AT Sweden NY II, LLC	Delaware	Principal Owner or Manager
AT Sweden NY II, LLC (agmt dated 2/5/2020)	New York	Principal Owner or Manager
AT SWEDEN NY, LLC	Arizona	Principal Owner or Manager
AT SWEEDEN NY OUTLOT, LLC	Arizona	Principal Owner or Manager

AFFILIATED ENTITIES		
COMPANY NAME	DOM STATE	Owner Relationship
AT TIFFANY SQUARE ROCKY MOUNT NC, LLC	Arizona	Principal Owner or Manager
AT TOWNE SQUARE ROME GA, LLC	Arizona	Principal Owner or Manager
AT Villa Platte LA II, LLC	Delaware	Principal Owner or Manager
AT Villa Platte Member, LLC	Delaware	Principal Owner or Manager
AT Villa Platte LA II, LLC (agmt dated 2/5/2020)	New York	Principal Owner or Manager
AT VILLE PLATTE LA, LLC	Arizona	Principal Owner or Manager
AT WHEATLAND NAPERVILLE IL, LLC	Arizona	Principal Owner or Manager
AT Wildwood Plaza MO, LLC	Arizona	Principal Owner or Manager
8DS, L.L.C.	Alabama	Principal Owner or Manager
8DS, L.L.C. OF ALABAMA	Arizona	Principal Owner or Manager
Belleville IL Outlot 6, LLC	Delaware	Principal Owner or Manager
Black Point Rd, LLC	Kansas	Principal Owner or Manager
Brewhouse Center Court, LLC	Indiana	Principal Owner or Manager
Castleton Shopping Center MK Disposition, LLC	Delaware	Principal Owner or Manager
CASTLETON SHOPPING CENTER MK DISPOSITION, LLC	Arizona	Principal Owner or Manager
CHOVIA SHOPS MT AIRY NC, LLC	North Carolina	Principal Owner or Manager
CSL INVESTMENTS, LLC	Indiana	Principal Owner or Manager
DB COMMERCIAL MANAGEMENT, LLC	Arizona	Principal Owner or Manager
THE EXCHANGE PLAINWELL MI, LLC	Arizona	Principal Owner or Manager
Fishville Kiosk Member, LLC	Delaware	Principal Owner or Manager
FK TELLURIDE, LLC	Delaware	Principal Owner or Manager
FV Building 13, LLC	Delaware	Principal Owner or Manager
FV BUILDING 15, LLC	Delaware	Principal Owner or Manager
HarbourView Marketplace, LLC	Arizona	Principal Owner or Manager
HarbourView Station West, LLC	Arizona	Principal Owner or Manager
HELENA STAR MT, LLC	Arizona	Principal Owner or Manager
HV GARDENS, LLC	Indiana	Principal Owner or Manager
JB Fishville Harbor Land LLC	Arizona	Principal Owner or Manager
JB Fishville Retail Land LLC	Arizona	Principal Owner or Manager
JB Forum Land, LLC	Arizona	Principal Owner or Manager
JBM ACQUISITIONS LLC	Arizona	Principal Owner or Manager
JBM ACQUISITIONS LLC	Indiana	Principal Owner or Manager
JB ML Land HI, LLC	Delaware	Principal Owner or Manager
JB OLATHE OUTLOT 2, LLC	Delaware	Principal Owner or Manager
JB RE Investments, LLC	Delaware	Principal Owner or Manager
JB Seven Hills, LLC	Delaware	Principal Owner or Manager
JB Seven Hills, LLC	Arizona	Principal Owner or Manager
JB Transportation, LLC	Delaware	Principal Owner or Manager
JJ Restaurant Holdings, LLC	Delaware	Principal Owner or Manager
JML BC G4, LLC	Arizona	Principal Owner or Manager
JML MANAGER, LLC	Arizona	Principal Owner or Manager
JML Trust Manager, LLC	Delaware	Principal Owner or Manager
Jonathan M. Larmore (agmt dated 2/5/2020)	New York	Principal Owner or Manager
LABALME TRAIL, LLC	Arizona	Principal Owner or Manager
LEGAL FLOAT LENDING, LLC	Arizona	Principal Owner or Manager
LOUISVILLE RESTAURANT PARTNERS, LLC	Delaware	Principal Owner or Manager
LOWER 5629 ROCKRIDGE ROAD, LLC	Arizona	Principal Owner or Manager
LUTHERAN EYE CARE, LLC	Indiana	Principal Owner or Manager
Michelle A. Larmore (agmt dated 2/5/2020)	New York	Principal Owner or Manager
Montgomery Mattress, LLC	Arizona	Principal Owner or Manager
Montgomery Mattress, LLC	Alabama	Principal Owner or Manager
MORRISON ISLAND, LLC	Arizona	Principal Owner or Manager
NORTH EAST WAWASEE, LLC	Arizona	Principal Owner or Manager
PG Hospitality, LLC	Delaware	Principal Owner or Manager
PG Waterfront Hospitality, LLC	Delaware	Principal Owner or Manager
PT PLAZA, LLC	Arizona	Principal Owner or Manager
SAML BAR AND GRILL, LLC	Delaware	Principal Owner or Manager
Spike Holdings AZ, LLC	Arizona	Principal Owner or Manager
STAR MT, LLC	Arizona	Principal Owner or Manager
STAR OH, LLC	Arizona	Principal Owner or Manager
UPPER 5629 ROCKRIDGE ROAD, LLC	Arizona	Principal Owner or Manager
WALCENT ARKADDELPHIA AK, LLC	Arizona	Principal Owner or Manager
WALCENT ELK/IN, LLC	Indiana	Principal Owner or Manager
WALCENT KENDALLVILLE IN, LLC	Arizona	Principal Owner or Manager
WALCENT LAWTON OK, LLC	Arizona	Principal Owner or Manager
WALCENT MORRILTON AK, LLC	Arizona	Principal Owner or Manager
WALCENT NEWC/IN, LLC	Indiana	Principal Owner or Manager
WALCENT PLAINWELL MI, LLC	Arizona	Principal Owner or Manager
WALCENT SHELBY MI, LLC	Arizona	Principal Owner or Manager
WALCENT SHOPS SUWANEE GA, LLC	Georgia	Principal Owner or Manager
WALCENT WAYNESBORO MS, LLC	Arizona	Principal Owner or Manager
WAWASEE WATERCRAFTS, LLC	Arizona	Principal Owner or Manager
Wheatland Crossing Owners Association	Illinois	Principal Owner or Manager
Wheatland Marketplace Lot 7 Condominium Assn.	Illinois	Principal Owner or Manager
WHITEFISH OPPORTUNITY FUND, LLC	Delaware	Principal Owner or Manager

EXHIBIT 16

NRAI Invoices 2022

Dom Juris	Entity Id	Name	Date	Last Renew	Juris	Service Type	Rep Type
DE	9402089427	1000 West Marion PG FL, LLC	02/11/2020	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402301609	1001 W MARION AVE UNIT 21 FL, LLC	12/12/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402150472	11827 N. OGDEN POINT ROAD, LLC	07/07/2020	06/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	100003389766	1921 Gallatin Pike Nashville TN, LLC	11/27/2006	01/01/2022	TN	Foreign	Foreign Representation (Limited Liability Company)
DE	100003603093	2006 OPERATING PARTNERSHIP, L.P.	03/31/2006	01/01/2022	DE	Domestic	Domestic Representation (Limited Partnership)
DE	100003603093	2006 OPERATING PARTNERSHIP, L.P.	09/22/2008	01/01/2022	AL	Foreign	Foreign Representation (Limited Partnership)
DE	100003603093	2006 OPERATING PARTNERSHIP, L.P.	08/18/2011	01/01/2022	KS	Foreign	Foreign Representation (Limited Partnership)
AZ	10000344884	2513 E North Street Kendallville IN, LLC	11/08/2005	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000344881	412 Cross Oaks Mall Plainwell MI, LLC	11/10/2005	01/01/2022	MI	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000414833	5339 Elvis Presley Blvd. Memphis TN, LLC	05/21/2007	01/01/2022	TN	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000352107	5450 US Highway 80 East Pearl MS, LLC	01/20/2006	01/01/2022	MS	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000433160	60 Colonial Promenade Parkway Alabaster AL, LLC	09/24/2007	01/01/2022	AL	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401972904	601 Retta FL, LLC	05/15/2019	01/01/2022	AZ	Domestic	Domestic Representation (Limited Liability Company)
AZ	10000405753	601 Trenton Road McAllen TX, LLC	03/20/2007	01/01/2022	TX	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401972879	613 Retta FL, LLC	05/15/2019	01/01/2022	AZ	Domestic	Domestic Representation (Limited Liability Company)
AZ	10000456284	700 North Grand Avenue MT. Pleasant, IA, LLC	02/07/2008	01/01/2022	IA	Foreign	Foreign Representation (Limited Liability Company)
DE	9401897999	751 W Retta Esplanade FL, LLC	10/09/2018	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
NC	10000320585	752 SOUTH ANDY GRIFFITH PARKWAY MT AIRY NC, LLC	01/20/2005	01/01/2022	NC	Domestic	Domestic Representation (Limited Liability Company)
DE	9401973505	7525 PINE VALLEY LANE OWNER, LLC	05/03/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	10000401397	8001 Vaughn Road Montgomery AL, LLC	02/23/2007	01/01/2022	AL	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000358261	81 Jameson Lane Greenville AL, LLC	03/21/2006	01/01/2022	AL	Foreign	Foreign Representation (Limited Liability Company)
DE	9401937693	880 W MARION AVE FL, LLC	01/29/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401688807	900 West Marion Avenue FL, LLC	04/03/2017	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401688807	900 West Marion Avenue FL, LLC	05/17/2017	01/01/2022	FL	Foreign	Foreign Representation (Limited Liability Company)
DE	9401937285	ALOHA POP UP PRODUCTIONS, LLC	01/29/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	10000443415	ARCITERRA BELL YORK SC, LLC	11/16/2007	01/01/2022	SC	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000480294	ARCITERRA BP OLATHE KS, LLC	06/11/2008	01/01/2022	KS	Foreign	Foreign Representation (Limited Liability Company)
DE	9401783418	Arcterra Commercial Property REIT, LP	12/15/2017	01/01/2022	DE	Domestic	Domestic Representation (Limited Partnership)
MD	9401797090	Arcterra Commercial Property REIT, Inc.	12/15/2017	01/01/2022	MD	Domestic	Domestic Representation (Business Corporation)
AZ	94019030620	Arcterra Companies, LLC	10/25/2018	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	9402105412	Arcterra Design & Landscaping, LLC	06/23/2020	01/01/2022	AZ	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401933354	ARCITERRA DESIGN, LLC	01/07/2019	01/01/2022	AZ	Domestic	Domestic Representation (Limited Liability Company)
AZ	10000414338	ARCITERRA FD BOWMAN SC, LLC	05/18/2007	01/01/2022	SC	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000414337	ARCITERRA FD EHRHARDT SC, LLC	05/18/2007	01/01/2022	SC	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000414336	ARCITERRA FD GREELEVILLE SC, LLC	05/18/2007	01/01/2022	SC	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000414334	ARCITERRA FD TUBERVILLE SC, LLC	03/10/2016	01/01/2022	SC	Foreign	Domestic Representation (Jonathan Larmore is registered Agent)
AZ	Not with NRAI	ARCITERRA GROUP, LLC	3/30/2005	1/1/2022	AZ	Domestic	Foreign Representation (Limited Liability Company)
AZ	10000302019	ARCITERRA GROUP, LLC	07/06/2012	01/01/2022	FL	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000302019	ARCITERRA GROUP, LLC	06/15/2015	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000302019	ARCITERRA GROUP, LLC	04/09/2007	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000302019	ARCITERRA GROUP, LLC	03/27/2007	01/01/2022	TX	Foreign	Foreign Representation (Limited Liability Company)
DE	10000393124	ARCITERRA MICHIGAN ROAD INDIANAPOLIS IN, LLC	12/20/2006	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	10000393124	ARCITERRA MICHIGAN ROAD INDIANAPOLIS IN, LLC	08/21/2007	01/01/2022	IN	Foreign	Domestic Representation (Limited Liability Company)
DE	10000487949	ARCITERRA NATIONAL REIT LP	07/21/2008	01/01/2022	DE	Domestic	Domestic Representation (Limited Partnership)
DE	10000487949	ARCITERRA NATIONAL REIT LP	08/18/2011	01/01/2022	KS	Foreign	Domestic Representation (Limited Partnership)
MD	10000487950	ARCITERRA NATIONAL REIT, INC.	07/21/2008	01/01/2022	MD	Domestic	Domestic Representation (Business Corporation)
AZ	10000475615	ARCITERRA NOBLE WEST NOBLESVILLE IN, LLC	05/20/2008	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000498095	ARCITERRA NOTE ADVISORS II, LLC	09/22/2008	01/01/2022	AL	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000482963	ARCITERRA OLATHE POINTE OLATHE KS LLC	06/25/2008	01/01/2022	KS	Foreign	Foreign Representation (Limited Liability Company)
DE	10000481769	ARCITERRA OPPORTUNITY FUND I, LLC	06/16/2008	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
MD	10000361349	ARCITERRA REAL ESTATE INVESTMENT TRUST, INC.	03/31/2006	01/01/2022	MD	Domestic	Domestic Representation (Business Corporation)
DE	9401861618	ARCITERRA REIT I MEMBER, LLC	11/21/2013	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401239614	Arcterra REIT I Member, LLC	12/16/2013	01/01/2022	DE	Domestic	Independent Director / Manager Services
AZ	10000683550	ARCITERRA REIT RSC, LP	08/18/2011	01/01/2022	KS	Foreign	Foreign Representation (Limited Partnership)
AZ	10000464741	ARCITERRA STAR LANCASTER OH, LLC	03/25/2008	01/01/2022	OH	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000054738	ARCITERRA STRATEGIC INCOME CORPORATION-BELLEVILLE CROSSING IL	06/24/2011	01/01/2022	MD	Foreign	Foreign Representation (Business Corporation)
AZ	9401712572	Arcterra Strategic Retail - Suffolk VA, LLC	06/06/2017	01/01/2022	VA	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401361833	ARCITERRA STRATEGIC RETAIL ADVISOR, LLC	10/01/2014	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401448486	Arcterra Strategic Retail Advisor, LLC	06/24/2015	01/01/2022	TN	Foreign	Foreign Representation (Limited Liability Company)
MD	9401559068	ARCITERRA STRATEGIC RETAIL REIT, INC.	05/10/2016	01/01/2022	MD	Domestic	Domestic Representation (Business Corporation)
DE	9401491577	Arcterra Strategic Retail-Elyria OH, LLC	10/26/2015	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401550111	ARCITERRA STRATEGIC RETAIL-PLAINFIELD VILLAGE IN, LLC	09/24/2015	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401338077	ARCITERRA STRATEGIC RETAIL-WHEATLAND IL, LLC	09/24/2014	01/01/2022	IL	Foreign	Domestic Representation (Limited Liability Company)

AZ	10000420878	ARCITERRA USE NEW ALBANY OH, LLC	06/26/2007	01/01/2022	OH	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000420559	ARCITERRA USB ROCHESTER MN, LLC	06/26/2007	01/01/2022	MN	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000423583	ARCITERRA VERMONT INDIANAPOLIS IN, LLC	07/19/2007	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000351155	ARCITERRA VN CLARKSVILLE TN, LLC	01/20/2006	01/01/2022	TN	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000351159	ARCITERRA VN DICKSON TN, LLC	01/20/2006	01/01/2022	TN	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042531	Arcterra Westgate Indianapolis Member, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402042292	Arcterra Westgate Indianapolis II, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402042292	Arcterra Westgate Indianapolis II, LLC	11/27/2019	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
NY	9402063117	Arcterra Westgate Indianapolis II, LLC (agmt dated 2/5/2020)	02/05/2020	01/01/2022	NY	Domestic	Contract Agency
DE	10000393127	ARCITERRA WESTGATE INDIANAPOLIS IN, LLC	12/20/2006	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	10000393127	ARCITERRA WESTGATE INDIANAPOLIS IN, LLC	04/12/2007	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000417462	ARCITERRA WG MILWAUKEE WI, LLC	06/01/2007	01/01/2022	WI	Foreign	Foreign Representation (Limited Liability Company)
DE	9402036326	ASR RET LP	10/07/2016	01/01/2022	DE	Domestic	Domestic Representation (Limited Partnership)
DE	9402042413	AT ALTUS Cumberland GA II, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402042413	AT ALTUS Cumberland GA II, LLC	11/27/2019	01/01/2022	GA	Domestic	Domestic Representation (Limited Liability Company)
NY	9402063136	AT ALTUS Cumberland GA II, LLC (agmt dated 2/5/2020)	02/05/2020	01/01/2022	NY	Domestic	Contract Agency
AZ	10000596186	AT ALTUS CUMBERLAND GA, LLC	05/28/2010	01/01/2022	GA	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042335	AT ALTUS Cumberland Member, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	10000636308	AT ALTUS ECHELON IN, LLC	03/16/2011	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000596185	AT ALTUS ROSWELL GA, LLC	05/28/2010	01/01/2022	GA	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042303	AT Auburn Plaza IN II, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402042303	AT Auburn Plaza IN II, LLC	11/27/2019	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
NY	9402063141	AT Auburn Plaza IN II, LLC (agmt dated 2/5/2020)	02/05/2020	01/01/2022	NY	Domestic	Contract Agency
IN	9401454388	AT Auburn Plaza IN, LLC	07/09/2015	01/01/2022	IN	Domestic	Domestic Representation (Limited Liability Company)
DE	9402042070	AT Auburn Plaza Member, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	10000659904	AT BELLEVILLE CROSSING IL-INLINE, LLC	08/04/2011	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000659905	AT BELLEVILLE CROSSING IL-OUTLOTS LLC	08/04/2011	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401500309	AT Bloomington IL, LLC	11/19/2015	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401501910	AT ROUTE LA, LLC	11/20/2015	01/01/2022	LA	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401283760	AT BRIARGATE IL, LLC	04/28/2014	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401613931	AT Canal Winchester OH, LLC	11/01/2016	01/01/2022	OH	Foreign	Foreign Representation (Limited Liability Company)
DE	9401567309	AT CASTLETON IN ASSOCIATION MANAGER, LLC	04/05/2016	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401882194	AT Castleton IN Member II, LLC	08/08/2018	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401499763	AT Castleton IN Member, LLC	11/17/2015	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401881448	AT Castleton IN Owner II, LLC	08/08/2018	01/01/2022	DE	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401881448	AT Castleton IN Owner II, LLC	08/21/2018	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
DE	9401483621	AT CASTLETON IN OWNER, LLC	10/01/2015	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401501866	AT CASTLETON IN OWNER, LLC	11/19/2015	01/01/2022	IN	Foreign	Domestic Representation (Limited Liability Company)
AZ	9401500959	AT CEDARTOWN GA, LLC	11/19/2015	01/01/2022	GA	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401354849	AT CENTERVILLE GA, LLC	10/30/2014	01/01/2022	GA	Foreign	Foreign Representation (Limited Liability Company)
AZ	9402042351	AT Eastman GA II, LLC	10/23/2019	01/01/2022	DE	Foreign	Foreign Representation (Limited Liability Company)
AZ	9402042351	AT Eastman GA II, LLC	11/27/2019	01/01/2022	GA	Foreign	Foreign Representation (Limited Liability Company)
NY	9402063137	AT Eastman GA II, LLC (agmt dated 2/5/2020)	02/05/2020	01/01/2022	NY	Domestic	Contract Agency
AZ	9401320010	AT EASTMAN GA, LLC	08/07/2014	01/01/2022	GA	Foreign	Domestic Representation (Limited Liability Company)
DE	9402042567	AT Eastman Member, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401900364	AT Evria OH Inline, LLC	10/15/2018	01/01/2022	AZ	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401900364	AT Evria OH Inline, LLC	11/06/2018	01/01/2022	OH	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401900272	AT Evria OH Outlot, LLC	10/15/2018	01/01/2022	AZ	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401900272	AT Evria OH Outlot, LLC	11/06/2018	01/01/2022	OH	Foreign	Foreign Representation (Limited Liability Company)
FL	9401778748	AT FL Construction, LLC	12/06/2017	01/01/2022	FL	Domestic	Domestic Representation (Limited Liability Company)
DE	9401937286	AT FORUM KY MEMBER II, LLC	01/29/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401367857	AT FORUM KY MEMBER, LLC	12/09/2014	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401937672	AT FORUM LOUISVILLE KY II, LLC	01/29/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401937672	AT FORUM LOUISVILLE KY II, LLC	02/12/2019	01/01/2022	KY	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042061	AT HL Burlington IA II, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402042061	AT HL Burlington IA II, LLC	11/27/2019	01/01/2022	IA	Foreign	Foreign Representation (Limited Liability Company)
NY	9402063118	AT HL Burlington IA II, LLC (agmt dated 2/5/2020)	02/05/2020	01/01/2022	NY	Domestic	Contract Agency
AZ	9401230308	AT HL BURLINGTON IA, LLC	11/14/2013	01/01/2022	IA	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042572	AT HL Burlington Member, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401469327	AT JEFFERSON CENTER FW IN OWNER, LLC	08/24/2015	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401469327	AT JEFFERSON CENTER FW IN OWNER, LLC	09/09/2015	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401454387	AT Jefferson Center FW IN, LLC	07/09/2015	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401283759	AT JPM LINDENHURST IL, LLC	04/28/2014	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
DE	9401469310	AT LIMA PLAZA FW IN OWNER, LLC	08/24/2015	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)

DE	9401469310	AT LIMA PLAZA FW IN OWNER, LLC	09/09/2015	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401454383	AT Lima Plaza FW IN, LLC	07/09/2015	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401281632	AT LINDENHURST IL, LLC	04/18/2014	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042341	AT Longview Member, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401501875	AT LONGVIEW OUTLOT NORTHEAST, LLC	11/18/2015	01/01/2022	TX	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401501868	AT LONGVIEW OUTLOT WEST, LLC	11/18/2015	01/01/2022	TX	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042328	AT Longview TX II, LLC	11/26/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402042328	AT Longview TX II, LLC	10/23/2019	01/01/2022	TX	Foreign	Foreign Representation (Limited Liability Company)
NY	9402063142	AT Longview TX II, LLC (agmt dated 2/5/2020)	02/05/2020	01/01/2022	NY	Domestic	Contract Agency
AZ	9401501884	AT LONGVIEW TX, LLC	11/23/2015	01/01/2022	TX	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401501871	AT LUBBOCK TX, LLC	11/18/2015	01/01/2022	TX	Foreign	Foreign Representation (Limited Liability Company)
DE	9401469304	AT MAX FW IN OWNER, LLC	08/24/2015	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401469304	AT MAX FW IN OWNER, LLC	09/09/2015	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401454378	AT MAX FW IN, LLC	07/09/2015	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042344	AT Mayodan Member, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402129088	AT Mayodan NC II, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402129088	AT Mayodan NC II, LLC	11/27/2019	01/01/2022	NC	Foreign	Foreign Representation (Limited Liability Company)
NY	9402063121	AT Mayodan NC II, LLC (agmt dated 2/5/2020)	02/05/2020	01/01/2022	NY	Domestic	Contract Agency
AZ	9401501899	AT MAYODAN NC, LLC	11/20/2015	01/01/2022	NC	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042522	AT Mayoden NC II, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402042522	AT Mayoden NC II, LLC	11/27/2019	01/01/2022	NC	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401464401	AT MIDWAY ELYRIA OH, LLC	08/04/2015	01/01/2022	OH	Foreign	Foreign Representation (Limited Liability Company)
DE	9401687577	AT ML Leasehold HI, LLC	04/03/2017	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401687577	AT ML Leasehold HI, LLC	05/08/2017	01/01/2022	HI	Foreign	Foreign Representation (Limited Liability Company)
DE	9401703206	AT ML Management HI LLC	05/08/2017	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401703206	AT ML Management HI LLC	05/10/2017	01/01/2022	HI	Foreign	Foreign Representation (Limited Liability Company)
DE	9401703184	AT MMH HI LLC	05/08/2017	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401703184	AT MMH HI LLC	05/10/2017	01/01/2022	HI	Foreign	Foreign Representation (Limited Liability Company)
AZ	9402083430	AT Mt. Pleasant Lot 2, LLC	03/04/2020	01/01/2022	AZ	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401205049	AT NEW LENOX IL - GL, LLC	09/10/2013	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401205901	AT NEW LENOX IL - INLINE, LLC	09/10/2013	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042339	AT New Lenox IL-Inline II, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402042339	AT New Lenox IL-Inline II, LLC	11/26/2019	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
NY	9402063140	AT New Lenox IL-Inline II, LLC (agmt dated 2/5/2020)	02/05/2020	01/01/2022	NY	Domestic	Contract Agency
AZ	9401205900	AT NEW LENOX IL-OUTLOTS, LLC	09/10/2013	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042110	AT New Lenox-IL Member, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401747945	AT New West Clifton CO, LLC	06/08/2015	05/01/2022	CO	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401334339	AT OLATHE MANAGER, LLC	09/11/2014	01/01/2022	DE	Foreign	Foreign Representation (Limited Liability Company)
DE	9401339984	AT Olthre Manager, LLC	09/25/2014	01/01/2022	DE	Domestic	Independent Director / Manager Services
AZ	9402271160	AT OLATHE OUTLOT 5, LLC	10/13/2021	01/01/2022	AZ	Domestic	Domestic Representation (Limited Liability Company)
AZ	9402271160	AT OLATHE OUTLOT 5, LLC	10/25/2021	01/01/2022	KS	Foreign	Foreign Representation (Limited Liability Company)
DE	9401469303	AT PINE VALLEY FW IN OWNER, LLC	08/24/2015	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401469303	AT PINE VALLEY FW IN OWNER, LLC	09/09/2015	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401454374	AT Pine Valley FW IN, LLC	07/09/2015	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042319	AT Plainfield Village IN II, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402042319	AT Plainfield Village IN II, LLC	11/27/2019	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
NY	9402063116	AT Plainfield Village IN II, LLC (agmt dated 2/5/2020)	02/05/2020	01/01/2022	NY	Domestic	Contract Agency
AZ	9401469302	AT Plainfield Village IN, LLC	08/24/2015	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042578	AT Plainfield Village Member, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401469329	AT PORTLAND COMMONS IN OWNER, LLC	08/24/2015	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401469329	AT PORTLAND COMMONS IN OWNER, LLC	09/09/2015	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401454220	AT Portland Commons IN, LLC	07/09/2015	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042053	AT PT Danville II, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402042053	AT PT Danville II, LLC	11/26/2019	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
NY	9402063139	AT PT Danville II, LLC (agmt dated 2/5/2020)	02/05/2020	01/01/2022	NY	Domestic	Contract Agency
AZ	9401383748	AT PT DANVILLE IL, LLC	01/27/2015	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042111	AT PT Danville Member, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401500305	AT Salem IL Outlot, LLC	11/19/2015	01/01/2022	IL	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401501802	AT SALSBUURY NC OUTLOT, LLC	11/24/2015	01/01/2022	NC	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401319562	AT SANDERSVILLE GA, LLC	08/06/2014	01/01/2022	GA	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042019	AT Seven Hills Aurora CO II, LLC	11/26/2019	01/01/2022	CO	Foreign	Foreign Representation (Limited Liability Company)
DE	9402042019	AT Seven Hills Aurora CO II, LLC	10/23/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
NY	9402063135	AT Seven Hills Aurora CO II, LLC (agmt dated 2/5/2020)	02/05/2020	01/01/2022	NY	Domestic	Contract Agency
AZ	9401436826	AT SEVEN HILLS AURORA CO, LLC	05/27/2015	01/01/2022	CO	Foreign	Foreign Representation (Limited Liability Company)

DE	9402042349	AT Seven Hills Aurora Member, LLC	10/23/2019	01/01/2022	DE	Domestic Representation (Limited Liability Company)
AZ	9401712559	AT Suffolk VA 2B-2, LLC	06/06/2017	01/01/2022	VA	Foreign Representation (Limited Liability Company)
AZ	9401712575	AT Suffolk VA 2B-3, LLC	06/06/2017	01/01/2022	VA	Foreign Representation (Limited Liability Company)
AZ	9401712574	AT Suffolk VA 2B-5, LLC	06/06/2017	01/01/2022	VA	Foreign Representation (Limited Liability Company)
AZ	9401712554	AT Suffolk VA 2B-6, LLC	06/06/2017	01/01/2022	VA	Foreign Representation (Limited Liability Company)
AZ	9401712573	AT Suffolk VA BWV, LLC	06/06/2017	01/01/2022	VA	Foreign Representation (Limited Liability Company)
AZ	9401707323	AT Suffolk VA SC, LLC	05/19/2017	01/01/2022	VA	Foreign Representation (Limited Liability Company)
DE	9402042579	AT Sweden Member, LLC	10/23/2019	01/01/2022	DE	Domestic Representation (Limited Liability Company)
DE	9402042043	AT Sweden NY II, LLC	10/23/2019	01/01/2022	DE	Domestic Representation (Limited Liability Company)
DE	9402042043	AT Sweden NY II, LLC	11/27/2019	01/01/2022	DE	Domestic Representation (Limited Liability Company)
DE	9402042043	AT Sweden NY II, LLC	02/05/2020	01/01/2022	DE	Domestic Representation (Limited Liability Company)
NY	9402063120	AT Sweden NY II, LLC (agmt dated 2/5/2020)	12/09/2015	01/01/2022	NY	Domestic Representation (Limited Liability Company)
AZ	9401507075	AT SWEDEN NY, LLC	08/02/2017	01/01/2022	NY	Foreign Representation (Limited Liability Company)
AZ	9401735156	AT SWEEDEN NY OUTLOT, LLC	10/23/2019	01/01/2022	DE	Domestic Representation (Limited Liability Company)
DE	9402042509	AT Villa Platte LA II, LLC	11/27/2019	01/01/2022	LA	Foreign Representation (Limited Liability Company)
DE	9402042509	AT Villa Platte LA II, LLC	10/23/2019	01/01/2022	DE	Domestic Representation (Limited Liability Company)
DE	9402042877	AT Villa Platte Member, LLC	02/05/2020	01/01/2022	DE	Domestic Representation (Limited Liability Company)
NY	9402063119	AT Ville Platte LA II, LLC (agmt dated 2/5/2020)	11/20/2015	01/01/2022	NY	Domestic Representation (Limited Liability Company)
AZ	9401501907	AT VILLE PLATTE LA, LLC	05/14/2014	01/01/2022	LA	Foreign Representation (Limited Liability Company)
AZ	9401289861	AT WHEATLAND NAPERVILLE IL, LLC	09/21/2015	01/01/2022	IL	Foreign Representation (Limited Liability Company)
AZ	9401470955	AT Wildwood Plaza MO, LLC	07/02/2012	01/01/2022	MO	Foreign Representation (Limited Liability Company)
AZ	10000712029	ATA FISHVILLE FL, LLC	07/06/2012	01/01/2022	FL	Foreign Representation (Limited Liability Company)
AZ	9401213762	ATA FISHVILLE MANAGEMENT, LLC	01/01/2022	01/01/2022	FL	Foreign Representation (Limited Liability Company)
AZ	10000718896	ATA FORUM LOUISVILLE, LLC	11/02/2012	01/01/2022	KY	Foreign Representation (Limited Liability Company)
AZ	10000681119	ATA HIRAM SQUARE GA, LLC	01/31/2012	01/01/2022	GA	Foreign Representation (Limited Liability Company)
DE	9402042268	ATA Lanier Fayetteville GA II, LLC	10/23/2019	01/01/2022	DE	Domestic Representation (Limited Liability Company)
DE	9402042268	ATA Lanier Fayetteville GA II, LLC	11/27/2019	01/01/2022	GA	Foreign Representation (Limited Liability Company)
NY	9402063138	ATA Lanier Fayetteville GA II, LLC (agmt dated 2/5/2020)	02/05/2020	01/01/2022	NY	Domestic Representation (Limited Liability Company)
DE	9402042350	ATA Lanier Fayetteville Member, LLC	10/23/2019	01/01/2022	DE	Domestic Representation (Limited Liability Company)
AZ	10000700964	ATA MERCADO ST. AUGUSTINE FL, LLC	06/05/2012	01/01/2022	FL	Foreign Representation (Limited Liability Company)
AZ	10000700967	ATA PALENCIA ST. AUGUSTINE FL, LLC	06/05/2012	01/01/2022	FL	Foreign Representation (Limited Liability Company)
AZ	9401153878	ATA PLAZA OK, LLC	04/03/2013	01/01/2022	OK	Foreign Representation (Limited Liability Company)
AZ	10000709231	ATA PRESTON PLAZA KY, LLC	08/14/2012	01/01/2022	KY	Foreign Representation (Limited Liability Company)
AZ	10000684574	ATA STONE LITHONIA GA, LLC	03/27/2012	01/01/2022	GA	Foreign Representation (Limited Liability Company)
AZ	10000651342	ATA TRINITY PLACE TN, LLC	06/08/2011	01/01/2022	TN	Foreign Representation (Limited Liability Company)
DE	10000574094	ATG REIT RSC, LP	12/31/2009	01/01/2022	DE	Domestic Representation (Limited Liability Company)
DE	10000574094	ATG REIT RSC, LP	02/04/2021	01/01/2022	IN	Domestic Representation (Limited Liability Company)
AL	10000536600	BDS, L.L.C.	03/06/2007	01/01/2022	AL	Domestic Representation (Limited Liability Company)
DE	9401995753	Belleville IL Outlot 6, LLC	06/19/2019	01/01/2022	DE	Domestic Representation (Limited Liability Company)
DE	9401995753	Belleville IL Outlot 6, LLC	07/31/2019	01/01/2022	IL	Foreign Representation (Limited Liability Company)
KS	9401866287	Black Point Rd, LLC	07/06/2018	01/01/2022	IN	Foreign Representation (Limited Liability Company)
KS	9401866287	Black Point Rd, LLC	07/06/2018	01/01/2022	KS	Domestic Representation (Limited Liability Company)
IN	9401801232	Brewhouse Center Court, LLC	01/17/2018	01/01/2022	IN	Domestic Representation (Limited Liability Company)
IN	9402119797	CASTLETON CORNER OWNERS ASSOCIATION, INC.	05/06/1987	01/01/2022	IN	Domestic Representation (Business Corporation)
AZ	9401501890	CASTLETON SHOPPING CENTER MK DISPOSITION, LLC	11/20/2015	01/01/2022	IN	Foreign Representation (Limited Liability Company)
DE	9402314450	Consolidated Restaurant Holdings, LLC	12/30/2021	01/01/2022	DE	Domestic Representation (Limited Liability Company)
IN	10000323317	CSL INVESTMENTS, LLC	01/06/2005	01/01/2022	AZ	Foreign Representation (Limited Liability Company)
IN	10000323317	CSL INVESTMENTS, LLC	08/24/2011	01/01/2022	IL	Foreign Representation (Limited Liability Company)
IN	10000323317	CSL INVESTMENTS, LLC	04/05/2002	01/01/2022	IN	Domestic Representation (Limited Liability Company)
FL	9402195627	FISHVILLE CONTENTER 35, LLC	03/16/2021	01/01/2022	FL	Domestic Representation (Limited Liability Company)
DE	9401679394	Fishville Kiosk Member, LLC	03/16/2017	01/01/2022	DE	Domestic Representation (Limited Liability Company)
DE	9402282507	FISHVILLE MARINA, LLC	05/24/2019	01/01/2022	DE	Domestic Representation (Limited Liability Company)
DE	9401555939	FK TELLURIDE, LLC	05/04/2016	01/01/2022	DE	Domestic Representation (Limited Liability Company)
DE	9401999585	FV Building 13, LLC	04/11/2019	01/01/2022	DE	Domestic Representation (Limited Liability Company)
DE	9401963422	FV BUILDING 15, LLC	05/06/2019	01/01/2022	FL	Foreign Representation (Limited Liability Company)
DE	9401963422	FV BUILDING 15, LLC	09/13/2017	01/01/2022	VA	Foreign Representation (Limited Liability Company)
AZ	9401750928	HarbourView Marketplace, LLC	09/13/2017	01/01/2022	VA	Foreign Representation (Limited Liability Company)
AZ	9401750946	HarbourView Station West, LLC	09/13/2017	01/01/2022	VA	Foreign Representation (Limited Liability Company)
IN	10000589493	HV GARDENS, LLC	04/08/2010	01/01/2022	IN	Domestic Representation (Limited Liability Company)
AZ	9401663094	JB Fishville Harbor Land LLC	11/21/2016	01/01/2022	FL	Foreign Representation (Limited Liability Company)
AZ	9401663071	JB Fishville Retail Land LLC	11/21/2016	01/01/2022	FL	Foreign Representation (Limited Liability Company)
AZ	9401984138	JB Forum Land, LLC	04/23/2019	01/01/2022	DE	Foreign Representation (Limited Liability Company)
AZ	9401984138	JB Forum Land, LLC	05/30/2019	01/01/2022	KY	Foreign Representation (Limited Liability Company)
DE	9401686852	JB ML Land HI, LLC	04/03/2017	01/01/2022	DE	Domestic Representation (Limited Liability Company)
DE	9401686852	JB ML Land HI, LLC	05/08/2017	01/01/2022	HI	Foreign Representation (Limited Liability Company)

DE	9401563234	JB OLATHE OUTLOT 2, LLC	05/31/2016	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401563234	JB OLATHE OUTLOT 2, LLC	03/15/2017	01/01/2022	KS	Foreign	Foreign Representation (Limited Liability Company)
DE	9401610925	JB RE Investments, LLC	10/26/2016		CO	Foreign	Foreign Representation (Limited Liability Company)
DE	9401610925	JB RE Investments, LLC	10/21/2016		DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401610931	JB Seven Hills, LLC	10/26/2016		CO	Foreign	Foreign Representation (Limited Liability Company)
DE	9401610931	JB Seven Hills, LLC	10/21/2016		DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9401987632	JB Transportation, LLC	06/25/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401560783	JBM ACQUISITIONS LLC	04/23/2015	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
IN	9401424318	JBM ACQUISITIONS LLC	04/23/2015	01/01/2022	IN	Domestic	Domestic Representation (Limited Liability Company)
DE	9401999590	JJ Restaurant Holdings, LLC	07/30/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401973522	JML BC G4, LLC	05/09/2019	01/01/2022	AZ	Domestic	Domestic Representation (Limited Liability Company)
AZ	9402234335	JML BC G400, LLC	07/14/2021	01/01/2022	AZ	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401573686	JML MANAGER, LLC	06/28/2016	01/01/2022	CO	Foreign	Foreign Representation (Limited Liability Company)
DE	9401610929	JML Trust Manager, LLC	10/26/2016		CO	Foreign	Foreign Representation (Limited Liability Company)
DE	9401610929	JML Trust Manager, LLC	10/21/2016		DE	Domestic	Domestic Representation (Limited Liability Company)
NY	9402063134	Jonathan M. Larmore (agmt dated 2/5/2020)	02/05/2020	01/01/2022	NY	Domestic	Contract Agency
AZ	10005589311	LABALME TRAIL, LLC	04/06/2017	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401747921	LEGAL FLOAT LENDING, LLC	09/05/2017	01/01/2022	AZ	Domestic	Domestic Representation (Limited Liability Company)
DE	9401937230	LOUISVILLE RESTAURANT PARTNERS, LLC	01/30/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
IN	10000701229	LOWER 5629 ROCKRIDGE ROAD, LLC	06/07/2012	01/01/2022	DE	Foreign	Foreign Representation (Limited Liability Company)
IN	10000590227	LUTHERAN EYE CARE, LLC	04/08/2010	01/01/2022	IN	Domestic	Domestic Representation (Limited Liability Company)
NY	9402063115	Michelle A. Larmore (agmt dated 2/5/2020)	02/05/2020	01/01/2022	NY	Domestic	Contract Agency
DE	9402249610	ML Opening Payroll, LLC	08/23/2021	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402249610	ML Opening Payroll, LLC	09/07/2021	01/01/2022	HI	Foreign	Foreign Representation (Limited Liability Company)
AZ	9402298847	ML STEAK & SEAFOOD, LLC	11/23/2021	01/01/2022	AZ	Domestic	Domestic Representation (Limited Liability Company)
AL	9401163899	Montgomery Mattress, LLC	05/02/2013	01/01/2022	AL	Domestic	Domestic Representation (Limited Liability Company)
AZ	10000589305	MORRISON ISLAND, LLC	04/06/2010	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000585290	NORTH EAST WAWASEE, LLC	03/08/2010	01/01/2022	IN	Foreign	Foreign Representation (Limited Liability Company)
DE	9402068502	PG Hospitality, LLC	01/29/2020	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
DE	9402068502	PG Hospitality, LLC	02/13/2020	01/01/2022	FL	Foreign	Foreign Representation (Limited Liability Company)
DE	9401937697	SAML BAR AND GRILL, LLC	01/29/2019	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401950386	Spike Holdings AZ, LLC	03/08/2019	01/01/2022	FL	Foreign	Foreign Representation (Limited Liability Company)
DE	9402314453	Sunset Beach Club PG, LLC	01/06/2022		DE	Domestic	Domestic Representation (Limited Liability Company)
AZ	9401160412	THE EXCHANGE PLAINWELL MI, LLC	04/25/2013	01/01/2022	MI	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000701231	UPPER 5629 ROCKRIDGE ROAD, LLC	06/07/2012	01/01/2022	DE	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000318337	WALCENT ARKADAPHIA AK, LLC	12/06/2004	01/01/2022	AZ	Domestic	Domestic Representation (Limited Liability Company)
AZ	10000318337	WALCENT ARKADAPHIA AK, LLC	12/28/2004	01/01/2022	AR	Foreign	Foreign Representation (Limited Liability Company)
IN	10000313159	WALCENT ELK/IN, LLC	10/25/2004	01/01/2022	IN	Domestic	Domestic Representation (Limited Liability Company)
AZ	10000318335	WALCENT LAWTON OK, LLC	12/23/2004	01/01/2022	OK	Foreign	Foreign Representation (Limited Liability Company)
AZ	10000329084	WALCENT WAYNESBORO MS, LLC	04/26/2005	01/01/2022	MS	Foreign	Foreign Representation (Limited Liability Company)
AZ	9401987905	WAWASEE WATERCRAFTS, LLC	06/25/2019	01/01/2022	AZ	Domestic	Domestic Representation (Limited Liability Company)
DE	9402084081	White Hawk Consulting, LLC	03/27/2020	01/01/2022	DE	Domestic	Domestic Representation (Limited Liability Company)