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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.

No. CV-23-02470-PHX-DLR

**ORDER APPOINTING RECEIVER,
FREEZING ASSETS, AND
IMPOSING LITIGATION
INJUNCTION**

On December 21, 2023, the Court entered an Order on consent Appointing Temporary Receiver And Temporarily Freezing Assets And Imposing Litigation Injunction (the “Initial Order”). (Doc. 77.) This matter now is before the Court on motion by Plaintiff the United States Securities and Exchange Commission (“SEC” or “Plaintiff”) for an order of preliminary injunction which includes appointing the Receiver through the pendency of this action or until further order of the Court to protect investors in investment funds (the “ArciTerra Funds”) owned and/or controlled by one or more of Defendants Jonathan M. Larmore (“Larmore”), ArciTerra Companies, LLC (“ArciTerra”), ArciTerra Note Advisors II, LLC (“Fund II Advisors”), ArciTerra Note Advisors III, LLC (“Fund III Advisors”), and ArciTerra Strategic Retail Advisor, LLC (“ASR Advisor”) (collectively, and excluding Larmore, the “Receivership Defendants”).

The Court finds that, based on the record in these proceedings, the appointment of a receiver in this action is necessary and appropriate for the purposes of marshaling and

1 preserving all assets of the ArciTerra Funds, the Receivership Defendants, and the known
2 and unknown Affiliates of the Receivership Defendants (collectively, the “Receivership
3 Entities”),¹ and to preserve those assets of the Receivership Entities held in constructive
4 trust for the Receivership Entities that were fraudulently or improperly transferred out of
5 the Receivership Entities to CSL Investments, LLC (“CSL Investments”), MML
6 Investments, LLC (“MML Investments”), Spike Holdings, LLC (“Spike Holdings”), and
7 JMMAL Investments, LLC (“JMMAL Investments”) (collectively, the “Entity Relief
8 Defendants”); and/or may otherwise be includable as assets of the estates of the
9 Receivership Entities (collectively, the “Recoverable Assets”).

10 Based on the foregoing, and by consent of the parties (Doc. 152),

11 **IT IS ORDERED** that the SEC’s motion to preliminarily appoint a Receiver
12 through the pendency of this case (Doc. 122) is **GRANTED** as follows:

13 I. Exclusive Jurisdiction

14 1. This Court hereby takes exclusive jurisdiction and possession of all the assets
15 of the Receivership Entities, together with all proceeds thereof (collectively, the
16 “Receivership Assets”) of whatever kind, wherever situated, or whenever obtained.

17 II. Appointment of Receiver

18 2. Until further Order of this Court, Allen Applbaum is hereby appointed to
19 serve without bond as receiver (the “Receiver”) for the receivership estate of the
20 Receivership Entities (the “Receivership Estate”), including the Receivership Assets, to,
21 among other duties and rights set forth in this Order and available under applicable law and
22 without limiting any other provisions of this Order, (a) preserve the status quo to enable
23 the Receiver to perform the duties specified hereunder; (b) ascertain the financial condition
24 of the Receivership Entities and Receivership Assets; (c) oversee and manage, consistent
25 with the relevant governing documents and applicable law, the Receivership Entities and

26 ¹ For purposes of this Order, the term “Affiliate” has the meaning ascribed to it in
27 Rule 405 of the Securities Act of 1933, 17 C.F.R. § 230.405 (“An affiliate of, or person
28 affiliated with, a specified person, is a person that directly, or indirectly through one or
more intermediaries, controls or is controlled by, or is under common control with, the
person specified.”). A non-exhaustive list of Receivership Entities is attached as Exhibit A
to this Order.

1 Receivership Assets; (d) prevent the encumbrance or disposal of the Receivership Assets
2 contrary to the Receiver's mandate; (e) preserve the books, records, and documents of the
3 Receivership Entities and Receivership Assets; (f) manage litigation by and against the
4 Receivership, the Receivership Entities and the Receivership Assets; (g) propose for Court
5 approval a fair and equitable distribution of the remaining Receivership Assets; and (h) be
6 available to respond to investor inquiries, all as further set forth in this Order.

7 III. Asset Freeze

8 3. Except as otherwise specified herein or in other orders of this Court, all assets
9 of Larmore, all Receivership Assets, and all Recoverable Assets held by the Entity Relief
10 Defendants are frozen, except for assets in the Receiver's control or which come under the
11 Receiver's control, whose disposition is governed by other provisions of this Order
12 including but not limited to the use of such assets needed to continue the ordinary course
13 operations of the Receivership Entities for the benefit of investors as determined by the
14 Receiver as set forth in Paragraph 6.G of this Order. Defendants, Entity Relief Defendants,
15 and Defendants' and Entity Relief Defendants' officers, agents, servants, employees,
16 attorneys, subsidiaries and affiliates, and those persons in active concert or participation
17 with any of them, who receive actual notice of this Order, by personal service or otherwise,
18 and each of them, be and hereby are restrained and enjoined from, directly or indirectly,
19 transferring, assigning, selling, hypothecating, changing, wasting, dissipating, converting,
20 concealing, encumbering, or otherwise disposing of, in any manner, any funds, assets,
21 securities, claims or other real or personal property, including any notes or deeds of trust
22 or other interest in real property, wherever located, of any one of the Defendants or Entity
23 Relief Defendants (up to the amount of Recoverable Assets held by the Entity Relief
24 Defendants), or their subsidiaries or affiliates, owned by, controlled by, managed by or in
25 the possession or custody of any of them and from transferring, encumbering, dissipating,
26 incurring charges or cash advances on any debit or credit card or credit arrangement of any
27 one of Defendants and Entity Relief Defendants (up to the amount of Recoverable Assets
28 held by the Entity Relief Defendants). A non-exhaustive list of known bank accounts with

1 appropriate redactions for personally identifiable information and entities subject to the
2 asset freeze is attached hereto as Exhibit B.²

3 IV. General Powers and Duties of Receiver

4 4. The Receiver shall have all powers, authorities, rights, and privileges
5 heretofore possessed by the Receivership Entities, and any officers, directors, managers,
6 managing members, and general and limited partners of the Receivership Entities, under
7 applicable state and federal law, by the governing charters, by-laws, articles, and/or
8 agreements in addition to all powers and authority of a receiver at equity, and all powers
9 conferred upon a receiver by the provisions of 28 U.S.C. §§ 754, 959 and 1692, and Fed.
10 R. Civ. Proc. 66, except that the Receiver shall conduct a cost/benefit analysis and consult
11 with the SEC staff prior to commencing any affirmative litigation.

12 5. All of the powers derived from any source of any and all officers, directors,
13 managers, managing members, general and limited partners, employees, investment
14 advisers, accountants, attorneys, and other agents and advisers of the Receivership Entities
15 are hereby suspended, except to the extent as may hereafter be expressly granted by the
16 Receiver in the Receiver's sole discretion and, to the extent necessary (in the sole
17 determination of the Receiver), approved by the Court. The Receiver shall assume and
18 control the operation of the Receivership Entities and shall preserve all of their assets and
19 claims for the benefit of the Receivership Estate. No person holding or claiming any
20 position of any type with any of the Receivership Entities shall have any authority to act
21 by or on behalf of any of the Receivership Entities, except as may be expressly authorized
22 or delegated by the Receiver in writing.

23 6. Without limiting the other provisions in this Order, the Receiver shall have
24 the following general powers and duties:

- 25 A. Take and retain immediate possession and control of all Receivership Assets
26 and all books, records and documents of the Receivership Entities, wherever

27 _____
28 ² The SEC and counsel for the Defendants are authorized to transmit a version of
Exhibit B that contains the full bank account numbers subject to this Order to the relevant
financial institutions listed on Exhibit B.

1 located, related to the Receivership Assets, and to sue for and collect, recover,
2 receive and take into possession from third parties, all Receivership Assets and
3 records relevant thereto;

4 B. Manage, control, operate and maintain the Receivership Entities and hold in
5 the Receiver's possession by and through the Receivership Estate, custody and
6 control of all Receivership Assets, subject to the other provisions of this Order;

7 C. Take any action which, prior to the entry of this Order, could have been taken
8 by the officers, directors, managers, managing members, and general and limited
9 partners, and agents of the Receivership Entities, acting in their respective
10 capacities;

11 D. Take such action as necessary and appropriate for the preservation of the
12 Receivership Estate and Receivership Assets and to prevent the dissipation or
13 concealment of the Receivership Assets;

14 E. Conduct an orderly liquidation or disposition of the Receivership Entities and
15 the Receivership Assets in a manner and over a period of time calculated to
16 maximize their value for investors and the Receivership Estate, provided, however,
17 that any disposition or encumbrance of any Receivership Assets having a cost basis,
18 appraised value, or market value in excess of \$250,000 shall require court approval
19 upon no less than four business days unless shortened by the Court.;

20 F. Have exclusive control of, and be made the sole authorized signatory for, all
21 accounts at any bank, brokerage firm or financial institution that has possession or
22 control of any Receivership Assets; *provided, however*, that the Receiver may from
23 time to time designate additional signatories as determined in the Receiver's sole
24 discretion;

25 G. Pay from the Receivership Assets necessary expenses required to preserve
26 and administer the Receivership Assets and Receivership Estate, but in no event
27 shall the Receiver, without prior order of the Court, make any payments or transfers
28 of property of a value in excess of \$10,000 (ten-thousand dollars), except that the

1 Receiver may pay the following fees, costs, expenses and other charges in the
2 ordinary course without regard to (i) the foregoing cap and (ii) the asset freeze in
3 Paragraph 3 of this Order, and without prior order of the Court: (i) compensation
4 and benefits to employees, including temporary non-payroll staff, (ii) insurance
5 premiums and related costs, (iii) other routine operating costs and expenses of the
6 Receivership Estate, including, without limitation, taxes, rent, information
7 technology (including maintenance of hardware and software), water, electric,
8 telephone, sewage, garbage, trash removal, and other utilities and services, and (iv)
9 all other costs and expenses authorized by this Court pursuant to this Order or any
10 other order of this Court;

11 H. Locate and bring into the Receivership Estate by all reasonable means
12 Receivership Assets and Recoverable Assets that may have been conveyed to, or
13 are under the possession and control of, third parties or otherwise concealed;

14 I. Engage and employ agents, claim and noticing agents, persons, firms and
15 other persons and entities, including accountants, attorneys, experts, liquidators,
16 brokers, traders, or auctioneers (collectively, "Retained Personnel"), to assist in the
17 carrying out of the Receiver's duties and responsibilities hereunder, subject to prior
18 order of the Court, and pay Retained Personnel in accordance with the "Billing
19 Instructions for Receivers in Civil Actions Commenced by the U.S. Securities and
20 Exchange Commission" (the "Billing Instructions"), as modified by this Order;

21 J. Manage any litigation and claims against the Receivership Entities and/or the
22 Receivership Assets;

23 K. Recommend to the SEC staff and counsel for the Defendants whether
24 litigation against third parties should be commenced to recover assets for the benefit
25 of the Receivership Estate and how the litigation fees and costs should be paid,
26 including on a contingent fee basis;

27 L. Commence, maintain, pursue, resist and defend all suits, actions, claims, and
28 demands which may now be pending or which may be brought by or asserted against

1 the Receivership Entities (in the name of the Receivership Entities and/or the
2 Receiver), the Receivership Assets, the Receiver, or the Receivership Estate;

3 M. Bring all other legal actions based on law or equity in any state, federal, or
4 foreign court (including in the name of the Receivership Entities), as the Receiver
5 deems necessary or appropriate in discharging the Receiver's duties as Receiver and
6 maximizing recoveries for investors and creditors of the Receivership Entities;

7 N. Sell, assign, transfer or otherwise dispose of any assets of the Receivership
8 Entities either directly or through one or more Retained Personnel, subject to
9 approval by this Court with respect to any material assets;

10 O. At the appropriate time, propose to the Court a plan to distribute available
11 Receivership Assets to investors and creditors of the Receivership Entities that may
12 include provisions for (i) an initial distribution to be made by the Receiver, (ii)
13 interim distributions to be made by the Receiver from time to time, (iii) a final
14 distribution to be made by the Receiver, (iv) a bar date for the filing of claims in the
15 Receivership Estate against the Receivership Entities and the Receivership Assets
16 and/or for the filing of objections to a schedule of claims prepared by the Receiver
17 for the purpose of making distributions, (v) a claim review and reconciliation
18 process, (vi) a dispute resolution process for resolving any disputes concerning
19 claims or proposed distributions, and (vii) such other matters as are determined by
20 the Receiver to be reasonably necessary to facilitate or implement the claim and
21 distribution processes, which plan shall be subject to Court approval;

22 P. Cause the Receiver and its agents to be named as an additional insured on any
23 insurance policies covering the Receivership Estate or Receivership Assets;

24 Q. In the Receiver's sole discretion or as necessary to maintain lending
25 relationships, obtain and/or maintain insurance covering the Receivership Estate,
26 the Receivership Entities and/or the Receivership Assets, and such insurance
27 expense shall be deemed a normal, ordinary, and necessary operating expense of the
28 Receivership Estate;

1 R. Consult with the SEC staff, counsel for the Defendants, creditors and
2 investors regarding any Receivership Estate matter; and

3 S. Take such other action as may be approved by the Court.

4 V. Access to Information, Books, Records, and Accounts

5 7. The Receivership Entities and each of their (including former) officers,
6 directors, managers, managing members, general and limited partners, agents, attorneys,
7 accountants, and employees, as well as those acting in their place, are hereby ordered and
8 directed to preserve and turn over to the Receiver forthwith all paper and electronic
9 information of, and/or relating to, the Receivership Entities and/or Receivership Assets;
10 such information shall include but not be limited to books, records, documents, accounts
11 and all other instruments and papers.

12 8. The Receivership Entities and each of their (including former) officers,
13 directors, managers, managing members, general and limited partners, agents, attorneys,
14 accountants, and employees, as well as those acting in their place, shall cooperate fully
15 with the Receiver in his or her efforts to carry out the obligations, duties and purposes set
16 out in this Order, subject to and limited by their Fifth Amendment rights.

17 9. The Receiver is authorized to open all electronic mail generated by, directed
18 to, or received by the Receivership Entities and all mail directed to or received by or at the
19 offices or post office boxes of the Receivership Entities, and to inspect all mail opened
20 prior to the entry of this Order, to determine whether items or information therein fall
21 within the mandates of this Order.

22 10. All banks, brokerage firms, financial institutions, and other persons or
23 entities which have possession, custody, or control of any assets or funds held by, in the
24 name of, or for the benefit, directly or indirectly, of the Receivership Entities that receive
25 actual notice of this Order shall (i) not liquidate, transfer, sell, convey or otherwise transfer
26 any assets, securities, funds, or accounts in the name of or for the benefit of the
27 Receivership Entities except upon written instructions from the Receiver; (ii) not exercise
28 any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to

1 transfer any funds or assets to the Receiver's control without the permission of this Court;
2 and (iii) cooperate expeditiously in providing information and transferring funds, assets,
3 and accounts to the Receiver or at the direction of the Receiver.

4 VI. Notice to Third Parties

5 11. The Receiver shall promptly give notice of the Receiver's appointment to all
6 known past and present officers, directors, managers, managing members, general and
7 limited partners, agents, attorneys, accountants, and employees of the Receivership
8 Entities, as the Receiver deems necessary or advisable to effectuate the operation of the
9 receivership.

10 12. All persons and entities owing any obligation or debt to any Receivership
11 Entity shall, until further ordered by this Court, perform and/or pay all such obligations in
12 accordance with the terms thereof to the Receiver and its receipt for such payments shall
13 have the same force and effect as if the applicable Receivership Entity had received such
14 performance or payment.

15 13. The Receiver is authorized to communicate with, and/or serve this Order
16 upon, any person, entity, or government office that he deems appropriate to inform them
17 of the status of this matter and/or the financial condition of the Receivership Estate. All
18 government offices which maintain public files of security interests in real and personal
19 property shall, consistent with such office's applicable procedures, record this Order upon
20 the request of the Receiver or the SEC. The Receiver, in compliance with 28 U.S.C. § 754,
21 submitted for filing notices of the receivership with copies of the Complaint and Initial
22 Order in approximately 95 federal districts in the country, and, thus, (i) to the extent such
23 notices were filed heretofore, such shall be deemed to comply with 28 U.S.C. § 754 as to
24 Receivership Assets and Receivership Entities, and (ii) 28 U.S.C. § 754 shall otherwise
25 apply to filings from and after the date of entry hereof.

26 14. The Receiver is authorized to instruct the United States Postmaster to hold
27 and/or reroute mail which is related, directly or indirectly, to the business, operations or
28 activities of any of the Receivership Entities (the "Receiver's Mail"), including all mail

1 addressed to, or for the benefit of, the Receivership Entities. The United States Postmaster
2 shall not comply with, and shall immediately report to the Receiver, any change of address
3 or other instruction given by anyone other than the Receiver concerning the Receiver's
4 Mail. The Receivership Entities shall not open any of the Receiver's Mail and shall
5 immediately turn over such mail, regardless of when received, to the Receiver. All personal
6 mail of any individuals, and/or any mail appearing to contain privileged information,
7 and/or any mail not falling within the mandate of the Receiver, shall be released to the
8 named addressee by the Receiver. The foregoing instructions shall apply to any proprietor,
9 whether individual or entity, of any private mailbox, depository, business or service, or
10 mail courier or delivery service, hired, rented or used by the Receivership Estate. The
11 Receivership Entities shall not open a new mailbox, or take any steps or make any
12 arrangements to receive mail in contravention of this Order, whether through the U.S. mail,
13 a private mail depository or courier service.

14 15. Subject to payment for services provided, any entity furnishing space, water,
15 electric, telephone, sewage, garbage, trash removal, or any other services to the
16 Receivership Entities shall maintain such service and related account in the name of the
17 Receivership Entity for the benefit of the Receiver and Receivership Estate, or transfer
18 such account to the Receiver, unless instructed to the contrary by the Receiver.

19 VII. Injunction Against Interference with Receiver

20 16. The Receivership Entities, and all persons and entities receiving notice of
21 this Order by personal service, mail, electronic mail, facsimile, regular mail, through
22 electronic case filing notices, overnight courier, or in any other manner consistent with due
23 process, are hereby restrained and enjoined from directly or indirectly taking any action or
24 causing any action to be taken, without the express written agreement of the Receiver, that
25 would:

26 A. Interfere with the Receiver's efforts to take control, possession, or
27 management of the Receivership Entities or any Receivership Assets; such
28 prohibited actions include but are not limited to, using self-help or executing

1 or issuing or causing the execution or issuance of any court attachment,
2 subpoena, replevin, execution, or other process for the purpose of
3 impounding or taking possession of or interfering with or creating or
4 enforcing a lien upon any Receivership Assets;

5 B. Hinder, obstruct or otherwise interfere with the Receiver in the performance
6 of the Receiver's duties; such prohibited actions include but are not limited
7 to, concealing, destroying or altering records or information or interfering
8 with any claim, distribution, and/or wind-down plans or processes
9 established by the Receiver;

10 C. Dissipate or otherwise diminish the value of any Receivership Assets; such
11 prohibited actions include but are not limited to, releasing claims or
12 disposing, transferring, exchanging, assigning or in any way conveying any
13 Receivership Assets, enforcing judgments, assessments, or claims against the
14 Receivership Entities or any Receivership Assets, attempting to modify,
15 cancel, terminate, call, extinguish, revoke, or accelerate (the due date of) any
16 lease, loan, mortgage, indebtedness, security agreement or other agreement
17 executed by the Receivership Estate or which otherwise affects any
18 Receivership Assets; or,

19 D. Interfere with or harass the Receiver, any Retained Personnel or any
20 Ordinary Course Professional, or interfere in any manner with the exclusive
21 jurisdiction of this Court over the Receiver, the Receivership Estate, the
22 Receivership Entities, or the Receivership Assets.

23 17. The Receiver shall promptly notify the Court, the SEC staff, and counsel for
24 the Defendants of any failure or apparent failure of any person or entity to comply in any
25 way with the terms of this Order.

26 VIII. Stay of Litigation

27 18. As set forth in detail below, the following proceedings, *excluding* (i) the
28 instant proceeding, (ii) all police or regulatory actions and actions of the SEC related to the

1 above-captioned enforcement action, (iii) all actions pending or to be brought by the United
2 States of America or any of its agencies, (iv) all actions pending or to be brought by any
3 state or commonwealth within the United States of America pursuant to such state's or
4 commonwealth's police and regulatory power, and (v) all actions subject to the stipulation
5 attached hereto as Exhibit C, are stayed and/or enjoined until further Order of this Court:

6 All existing or future civil legal proceedings of any nature, including, but not limited
7 to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default
8 proceedings, or other actions of any nature involving: (a) the Receiver, in the
9 Receiver's capacity as Receiver; (b) the Retained Personnel, in their respective
10 capacities as such; (c) the Receivership Estate; and (d) the Receivership Entities or
11 any Receivership Assets, wherever located. Any person or entity that seeks to put
12 one or more of the Receivership Entities into voluntary or involuntary bankruptcy
13 proceedings, must seek leave of Court on motion upon no less than 14 (fourteen)
14 days' notice to the Receiver and to the SEC staff. Any such motion must show good
15 cause for the filing of voluntary or involuntary bankruptcy proceedings for such
16 Receivership Entities. Any person or entity may seek leave of this Court to proceed
17 against the Receiver, in such capacity; the Retained Personnel, in such capacity; the
18 Receivership Estate; the Receivership Entities; and the Receivership Assets. A non-
19 exclusive list of litigations involving the Receivership Entities and Receivership
20 Assets that are not otherwise excluded from the stay is set forth on Exhibit D hereto.

21 19. The foregoing stay and injunction shall not prohibit the Receiver from
22 commencing or continuing any litigation in its own name or in the name of any
23 Receivership Entity. For any cause of action accrued or accruing in favor of the
24 Receivership Estate against a third person or party, any applicable statute of limitation is
25 tolled during the period in which this stay of existing legal proceedings and injunction
26 against commencement of new or expanded legal proceedings is in effect as to that cause
27 of action. The Receiver shall provide notice of this stay of litigation order to the parties in
28 all known pending cases against the Defendants and entities that they own or control.

1 IX. Managing Assets

2 20. The Receiver shall at all times administer the Receivership Assets with the
3 care and diligence that an ordinary prudent individual would use in handling such person's
4 own estate.

5 21. Subject to the restrictions in paragraph 6(G), the Receiver may, without
6 further Order of this Court pay expenses that arise in the ordinary course of the
7 Receivership Entities' orderly wind down, on terms and in the manner the Receiver deems
8 most beneficial to the Receivership.

9 22. The Receiver is authorized, without leave of Court, to take all actions to
10 manage, maintain, and/or wind-down business operations of the Receivership Entities,
11 including making legally required payments to creditors, employees, and agents of the
12 Receivership Entities and Receivership Estate, communicating with vendors, landlords,
13 investors, governmental and regulatory authorities, and others, and preparing and filing
14 all necessary tax returns, as appropriate and necessary for the orderly wind down or
15 disposition of the Receivership Entities consistent with 28 U.S.C. § 959(b).

16 23. In the exercise of the Receiver's business judgment, the Receiver may take
17 all necessary steps to enable the Receivership Estate to obtain and maintain the status of
18 a taxable "Settlement Fund," within the meaning of Section 468B of the Internal Revenue
19 Code and of the regulations.

20 X. Investigate and Prosecute Claims

21 24. The Receiver is authorized, empowered, and directed to, in its own name or
22 in the name of the Receivership Entities, investigate, prosecute, commence, maintain,
23 defend, intervene in or otherwise participate in, compromise, settle, and/or adjust actions
24 in any state, federal or foreign court or proceeding of any kind as may, in the Receiver's
25 sole discretion, be advisable or proper to recover and/or conserve Receivership Assets.
26 Subject to Court approval, and after consultation with the SEC staff, the Receiver shall
27 bring avoidance actions, if any, on a contingent fee or fee/contingent fee basis, as
28 appropriate under the circumstances.

1 25. The Receiver is authorized, empowered, and directed to investigate the
2 manner in which the financial and business affairs of the Receivership Entities were
3 conducted and (after consultation with SEC staff) to institute such actions and legal
4 proceedings, for the benefit and on behalf of the Receivership Estate, as the Receiver
5 deems necessary and appropriate. Prior to investigating any Defendants or Relief
6 Defendants, the Receiver shall coordinate with the SEC staff to minimize expense and
7 duplication.

8 26. In furtherance of the Receiver’s power to manage litigation and to conduct
9 an investigation, the Receiver is authorized to issue subpoenas for documents and
10 testimony consistent with the Federal Rules of Civil Procedure and Court orders without
11 further leave of Court.

12 27. Any and all attorney-client privilege, work product protection, common
13 interest or joint defense privilege, or other privilege or immunity (collectively, the
14 “Privileges”) of the Receivership Entities (but excluding any of the Relief Defendants),
15 and/or attaching to or arising in or in connection with any of their documents, data or
16 communications (whether written or oral), are hereby transferred and belong exclusively
17 to the Receiver for the benefit of the Receivership Estate. The Receiver therefore has sole
18 authority, and is hereby empowered, to enforce, waive, assign, or release any or all
19 Privileges in the exercise of its duties as Receiver.

20 XI. Bankruptcy Filing

21 28. The Receiver may seek authorization of this Court to file a voluntary petition
22 for relief under Title 11 of the United States Code (the “Bankruptcy Code”) for any or all
23 of the Receivership Entities upon 5 business days’ notice. If any Receivership Entity or
24 any Receivership Asset is placed into a bankruptcy proceeding, the Receiver may become,
25 and may be empowered to operate the entity or asset, as a debtor in possession. In such a
26 situation, the Receiver shall have all of the powers and duties as provided a debtor in
27 possession under the Bankruptcy Code to the exclusion of any other person or entity. The
28 Receiver is vested with management authority for the Receivership Entities and the

1 Receivership Assets and may therefore file such Chapter 11 petitions and have all of the
2 powers and duties as provided a debtor in possession under the Bankruptcy Code. *See In*
3 *re Bayou Group, LLC*, 564 F.3d 541, 548-49 (2d Cir. 2009).

4 29. The provisions of Article VIII above bar any person or entity, other than the
5 Receiver, from placing any Receivership Entity or any Receivership Asset into bankruptcy
6 without prior leave of Court on motion providing no less than 14 (fourteen) days' notice
7 to the Receiver, the SEC, and to counsel for the Defendants.

8 XII. Conflicts; Liability of the Receiver

9 30. The Receiver has a continuing duty to ensure that there are no conflicts of
10 interest between the Receiver, on the one hand, and the Receivership Estate and
11 Receivership Assets, on the other hand.

12 31. Until further Order of this Court, the Receiver shall not be required to post
13 bond or give an undertaking of any type in connection with the Receiver's fiduciary
14 obligations in this matter, and, if so ordered, all costs and expenses of procuring any such
15 bond or undertaking shall be deemed expenses reimbursable to the Receiver from the
16 Receivership Estate.

17 32. The Receiver and Retained Personnel are entitled to rely on all outstanding
18 rules of law and Orders of this Court and shall not be liable to any person or entity for their
19 own good faith compliance with any order, rule, law, judgment, or decree. In no event shall
20 the Receiver or Retained Personnel be liable to anyone for their good faith compliance with
21 their respective duties and responsibilities.

22 33. The Receiver and Retained Personnel shall be indemnified by each of the
23 Receivership Entities except for gross negligence, willful misconduct, fraud, or breach of
24 fiduciary duty determined by a final order no longer subject to appeal, for all judgments,
25 costs, and reasonable expenses including legal fees (which shall be paid under the
26 indemnity after court approval as they arise) arising from or related to any and all claims
27 of whatsoever type brought against any of them in their capacities as Receiver and Retained
28 Personnel; provided, however, that nothing herein shall limit the immunity of the Receiver

1 and the Receiver's advisers and agents allowed by law or deprive the Receiver or the
2 Receiver's advisers and agents of indemnity for any act or omission for which they have
3 immunity.

4 34. This Court shall retain exclusive jurisdiction over any action filed against the
5 Receiver or Retained Personnel based upon acts or omissions committed in their
6 representative capacities or in connection with any action filed by any of them asserting an
7 indemnity claim.

8 35. In the event the Receiver decides to resign, the Receiver shall first give
9 written notice to counsel for the Defendants, the SEC's counsel of record, and the Court of
10 its intention, and the resignation shall not be effective until the earlier of the date on which
11 the Court appoints a successor and thirty (30) days from the date the Receiver shall have
12 given such notice. The Receiver shall then follow such instructions as the Court may
13 provide.

14 36. Prior to taking any action against the Receiver regarding the Receiver's
15 conduct in his capacity as the Receiver, a person must seek and receive leave of this Court.
16 This Court shall retain exclusive jurisdiction over any action or controversy regarding any
17 matters relating to or arising from the Receiver's role and conduct in such role.

18 37. This Article XII shall survive the resignation or removal of the Receiver and
19 any Retained Personnel and the termination of the receivership.

20 XIII. Recommendations and Reports

21 38. No later than June 7, 2024, or such other date as may be designated by the
22 Court, the Receiver shall file and serve a full report and accounting of Receivership Assets
23 (the "First Status Report"), reflecting (to the best of the Receiver's knowledge as of the
24 period covered by the report) the existence, value, and location of all Receivership Assets,
25 and of the extent of liabilities, both those claimed to exist by others and those the Receiver
26 believes to be legal obligations of the Receivership.

27 39. The First Status Report shall contain the following:

28 A. A summary of the operations of the Receiver;

- 1 B. The amount of cash on hand, the amount and nature of accrued
2 administrative expenses, and the amount of unencumbered funds in the
3 estate;
- 4 C. A schedule of all the Receiver’s receipts and disbursements, with one column
5 for the quarterly period covered and a second column for the entire duration
6 of the receivership;
- 7 D. A description of all known Receivership Assets;
- 8 E. A description of liquidated and unliquidated claims held by the Receivership
9 Estate and approximate valuations of claims;
- 10 F. The Receiver’s recommendations for a continuation or discontinuation of the
11 receivership and the reasons for the recommendations;
- 12 G. A recommendation whether to modify the list of Receivership Entities
13 attached hereto as Exhibit A based on the Receiver’s investigation; and
- 14 H. Any other information that the Receiver reasonably deems appropriate to
15 include in the First Status Report.

16 40. For good cause shown, the Receiver may seek leave of Court to extend the
17 time set for the filing of the First Status Report and any Quarterly Status Report. In addition,
18 if requested by the SEC or counsel for the Defendants, the Receiver is hereby authorized
19 to share with the SEC and counsel for the Defendants a list of all known investors and
20 creditors and the amount of their investments and claims, as applicable, redacted to exclude
21 personally identifiable information.

22 41. Subsequent to the filing of the First Status Report, the Receiver shall file a
23 quarterly status report (the “Quarterly Status Report”) containing substantially the same
24 type of information required to be set forth in the First Status Report. The Quarterly Status
25 Report shall be filed within twenty (20) days of the end of each quarter, except that, the
26 first Quarterly Status Report shall be filed upon the passing of the first full quarter after the
27 First Status Report is filed.

28 42. On the request of the SEC, the Receiver shall provide any documentation that

1 the SEC deems necessary to meet its reporting requirements, that is mandated by statute or
2 Congress, or that is otherwise necessary to further the SEC’s or State Securities Regulator’s
3 mission.

4 XIV. Fees, Expenses, and Accountings

5 43. Subject to the specific provisions of this Order, the Receiver need not obtain
6 Court approval prior to the disbursement of Receivership Assets for expenses in the
7 ordinary course of the operations or wind down of the Receivership Estate.

8 44. Subject to the specific provisions of this Order, the Receiver is authorized to
9 solicit Retained Personnel to assist the Receiver in carrying out the duties and
10 responsibilities described in this Order. The Retained Personnel may include, without
11 limitation, StoneTurn Group, LLP, its professionals, paraprofessionals, and administrative
12 staff (together, “StoneTurn”). The Receiver is hereby expressly authorized to utilize the
13 services of StoneTurn as Retained Personnel (rather than utilizing other similarly situated
14 or available personnel or professional services firms).

15 45. With the exception of StoneTurn and Archer & Greiner, P.C. (“Archer &
16 Greiner”), whom the Court hereby approves as Retained Personnel under this Order, the
17 Receiver shall not engage any Retained Personnel without first obtaining an Order of the
18 Court authorizing such engagement. For the avoidance of doubt, the term “Retained
19 Personnel” shall include any professionals retained to provide services to or for any
20 Receivership Entity, any Receivership Asset, the Receiver, or the Receivership Estate, and
21 any counsel retained for any purpose.

22 46. Within thirty (30) days of entry of this Order, each of StoneTurn and Archer
23 & Greiner shall file with the Court sworn declarations disclosing any and all material
24 connections that they may have to this case. Each of StoneTurn and Archer & Greiner shall
25 have a continuing obligation to disclose any potential conflicts that may arise during the
26 course of this Receivership.

27 47. The Receiver and Retained Personnel are entitled to reasonable
28 compensation and expense reimbursement from the Receivership Assets as described in

1 the Billing Instructions agreed to by the Receiver, as modified by this Order, a copy of
2 which is available at <https://www.sec.gov/oiea/Article/billinginstructions.pdf>. Such
3 compensation shall require the prior approval of the Court.

4 48. Within forty-five (45) days after the end of each calendar quarter, the
5 Receiver and Retained Personnel shall apply to the Court for compensation and expense
6 reimbursement from the Receivership Assets (the “Quarterly Fee Applications”). At least
7 thirty (30) days prior to filing each Quarterly Fee Application with the Court, the Receiver and
8 Retained Personnel will serve upon counsel for the Defendants and counsel for the SEC a
9 complete copy of its proposed Quarterly Fee Application, together with all exhibits and
10 relevant billing information in a format to be provided by SEC staff.

11 49. All Quarterly Fee Applications will be interim and will be subject to cost
12 benefit and final reviews at the close of the Receivership Estate. Such cost benefit review
13 may include an evaluation of the results achieved in relation to the costs associated with
14 any particular Receivership Asset. At the close of the Receivership Estate, the Receiver
15 and Retained Personnel will each file a final fee application, describing in detail the costs
16 and benefits associated with all litigation and other actions pursued by the Receiver or
17 Retained Personnel, as applicable, during the course of the Receivership Estate.

18 50. Quarterly Fee Applications will be subject to a holdback in the amount of
19 10% of the amount of fees (but not expenses) for each application filed with the Court or
20 such other percentage holdback as the Court may order on its own motion or on the request
21 of the SEC or counsel for the Defendants. To the extent any fees or expenses are not
22 approved by the Court, they must be offset against the 10% holdback (or such other
23 holdback ordered by the Court) or be disgorged from the professional as appropriate.

24 51. Each Quarterly Fee Application shall:

- 25 A. Comply with the terms of the Billing Instructions agreed to by the Receiver,
26 as modified by this Order; and
27 B. Contain representations (in addition to the Certification required by the
28 Billing Instructions) that: (i) the fees and expenses included therein were

1 incurred in the best interests of the Receivership Estate; and, (ii) with the
2 exception of the Billing Instructions, as modified by this Order (and the fact
3 that the Receiver may benefit (directly or indirectly) from the compensation
4 paid to StoneTurn), the Receiver or Retained Personnel, as applicable, has
5 not entered into any agreement, written or oral, express or implied, with any
6 person or entity concerning the amount of compensation paid or to be paid
7 from the Receivership Assets, or any sharing thereof.

8 52. At the close of the Receivership, the Receiver shall submit a Final
9 Accounting, in a format to be provided by SEC staff, and the Receiver and each Retained
10 Personnel shall submit a final application for compensation and expense reimbursement.

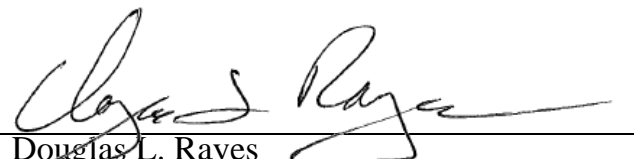
11 53. With respect to any motion or application filed in this case by the Receiver,
12 if no party in interest objects prior to the objection deadline applicable thereto, the Receiver
13 may file a notice of no objection with this Court and request that the Court enter the
14 corresponding order without the need for a hearing.

15 54. Notwithstanding anything herein to the contrary, all terms, provisions, and
16 conditions of this Order are expressly limited by the terms of the stipulation, which is
17 attached hereto as Exhibit C, which is incorporated herein by reference, and which shall be
18 deemed binding on the Receiver. To the extent that there is any conflict between the terms
19 of this Order and such stipulation, the terms of the stipulation shall control.

20 55. This Order shall remain in full force and effect pending further order of the
21 Court.

22 Dated this 6th day of May, 2024.

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Douglas L. Rayes
United States District Judge

EXHIBIT A

EXHIBIT A

RECEIVERSHIP 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 ML, 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, 1A, LLC
751W 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 ML, LLC
ARCITERRA AA PAPHILLION 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 COMMERCIAL 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
ARCITERRA DG SOUTH CHARLESTON OH, LLC
ARCITERRA DG WISTER OK, LLC
ARCITERRA DKS GRAND CHUTE WL, 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 WL, 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 1N, LLC

ARCITERRA NOTE ADVISORS II, LLC
ARCITERRA NOTE ADVISORS III, LLC
ARCITERRA NOTE FUND II LLC
ARCITERRA NOTE FUND III LLC
ARCITERRA NS INVESTMENT CO.
ARCITERRA OFF PEP PEARL MS, LLC
ARCITERRA OLATHE POINTE OLATHE KS LLC
ARCITERRA OPPORTUNITY FUND I, LLC
ARCITERRA OR BATTLE CREEK ML, 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
ARCITERRASTRATEGIC RETAIL-PLAINFIELD VILLAGEUM, LLC
ARCITERRA STRATEGIC RETAIL-PLAINFIELD VILLAGE IN, LLC
ARCITERRA STRATEGIC RETAIL-WHEATLAND IL, LLC
ARCITERRA S-W BURTON ML, LLC
ARCITERRA S-W KALAMAZOO ML, 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 ML, LLC
ARCITERRA WESTGAGE 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 WL, LLC
ARCITERRA WHITEFISH ADVISORS, LLC
ARCITERRA WHITEFISH OPPORTUNITY FUND, LLC
ARCITERRA WM DOUGLASVILLE GA, LLC
ASR REITLP
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
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 OUTLET, 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 IAII, LLC
AT HL BURLINGTON IA, LLC
AT HL BURLINGTON MEMBER, LLC
AT JEFFERSON CENTER FW IN OWNER, LLC
AT JEFFERSON CENTER FW IN, LLC
ATJPM 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 TXII, 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 NCII, LLC
AT MAYODAN NC, LLC
AT MF VEGAS, LLC
AT MIDWAY ELYRIA OH, LLC
AT ML LEASEHOLD HI, LLC
AT ML MANAGEMENT HI LLC
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 VA2B-2, LLC
AT SUFFOLK VA2B-3, LLC

AT SUFFOLK VA2B-5, LLC
AT SUFFOLK VA 2B-6, LLC
AT SUFFOLK VABWW, 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
ATVILLA PLATTE LA II, LLC
AT VILLA PLATTE MEMBER, LLC
AT VILLE PLATTE LA, LLC
AT WHEATLAND NAPERVILLE IL, LLC
AT WILDWOOD PLAZA MO, LLC
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
ATR 32, LLC
BPS, L.L.C.
BPS, 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
COLE CAPITAL FUNDS, LLC
DB COMMERCIAL MANAGEMENT, LLC
FISHVILLE KIOSK MEMBER, LLC
FK TELLURIDE, LLC
FUDGE IS US PG, LLC
FV BUILDING 13, LLC
FV BUILDING 15, LLC
GLENROSA 32, LLC
HARBOURVIEW MARKETPLACE, LLC
HARBOURVIEW STATION WEST, LLC
HELENA STAR MT, 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
JBM ACQUIST10NS LLC
JJ RESTAURANT HOLDINGS, LLC
JMLBC G4, LLC
JML MANAGER, LLC
JML TRUST MANAGER, LLC
LEGAL FLOAT LENDING, LLC
LOUISVILLE RESTAURANT PARTNERS, LLC
LOWER 5629 ROCKRIDGE ROAD, LLC
MML INVESTMENTS, LLC
JMMAL INVESTMENTS, LLC

MONTGOMERY MATTRESS, LLC
MONTGOMERY MATTRESS, 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 ML, LLC
UPPER 5629 ROCKRIDGE ROAD, LLC
VBH PG, 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 ML, LLC
WALCENT SHELBY ML, 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

**NON-EXHAUSTIVE LIST OF JONATHAN LARMORE’S ASSETS AND ENTITIES
SUBJECT TO ASSET FREEZE ORDER**

City National Bank Legal Processing 555 S. Flower Street, 18th Floor Los Angeles, CA 90071
Email: Legal_Processing@cnb.com

Account	Account Name
XXXXXX6693	Jonathan M Larmore; aka Sole and Separate

KS StateBank 1010 Westloop Place, Manhattan, KS 66502, 785-587-4000

Account	Account Name
XXXXXX0406	Jonathan M Larmore or Michelle A Larmore
XXXXXX0883	Jon Larmore - Savings
XXXXXX6141	Jonathan M Larmore
XXXXXX7488	Jon Larmore - Sole & Sep
XXXXXX8836	Wawasee Family Investments LP

Ridge Clearing & Outsourcing 1981 Marcus Ave # 200, New Hyde Park, NY 11042
(516) 472-5400

Account	Account Name
XXXXXX7728	Jonathan Larmore

Wells Fargo Wells Fargo Bank, N.A., 1305 W 23rd Street, MAC S4001-01E, Tempe, Arizona 85282

Account	Account Name
XXXXXX1161	Michelle A Larmore Jonathan M Larmore
XXXXXX2885	Jonathan M Larmore or Michelle A Larmore
XXXXXX5880	Jonathan M Larmore or Michelle A Larmore

Huntington National Bank Attn: GW4W34 5555 Cleveland Avenue Columbus, OH 43231
Email: CourtOrderProcessing@huntington.com

Account	Account Name
	Jonathan Larmore

Brokerage Accounts for Larmore

Financial Institution	
JP Morgan Securities LLC	
City National Securities	
TradeStation Securities, Inc	
TD Ameritrade, Inc. and TD Ameritrade Clearing, Inc.	
Fidelity	
SoFi Capital Advisors, LLC	
WeBull Financial LLC	
Ally Invest Securities f/k/a Ally Invest Group Inc.	
Apex Clearing Corporation	
Scott Trade	

Entities	
Morrison Island, LLC	
North East Wawasee, LLC	
Labalme Trail, LLC	
Lutheran Eye Care, LLC	
HV Gardens, LLC	
AT LC 87, LLC	
JML BC G400, LLC	

THE FOLLOWING BANK ACCOUNT IS NOT SUBJECT TO THE ASSET FREEZE.

Park National Bank Ashley Houston, Research Specialist, Item Processing Department, Research and Adjustments Group, office 740-349-2641, Fax 740-349-3709, 24/7 Care 888-474-PARK
 research@parknationalbank.com

Account	Account Name
XXXXXX7227	Jonathan M Larmore

EXHIBIT C

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Securities and Exchange Commission,

Plaintiff,

v.

Jonathan Larmore; ArciTerra Companies, LLC;
ArciTerra Note Advisors II, LLC; ArciTerra
Note Advisors III, LLC; ArciTerra Strategic
Retail Advisors, LLC; Cole Capital Funds,
LLC.

Defendants, and

Michelle Larmore; Marcia Larmore; CSL
Investments, LLC; MML Investments, LLC;
Spike Holdings, LLC; and JMMAL ArciTerra
Companies, LLC; ArciTerra Note Advisors II,
LLC; ArciTerra Note Advisors III, LLC;
ArciTerra Strategic Retail Advisors, LLC
Investments, LLC.

Relief Defendants.

Case No.: CV-23-2470-PHX-DLR

**STIPULATION AND [PROPOSED]
ORDER**

STIPULATION

1
2 The plaintiff Securities and Exchange Commission (“SEC”), Defendants Jonathan M.
3 Larmore (“Larmore”), ArciTerra Companies, LLC (“ArciTerra”), ArciTerra Note Advisors
4 II, LLC (“Fund II Advisors”), ArciTerra Note Advisors III, LLC (“Fund III Advisors”), and
5 ArciTerra Strategic Retail Advisor, LLC (“ASR Advisor”) (collectively “ArciTerra
6 Defendants”), and the Intervenor identified in the Schedule attached hereto (“Intervenor”),
7 together referred to as the “Stipulation Parties,” hereby stipulate and agree as follows:

8 1. The Intervenor do not object, and the ArciTerra Defendants consent, to the
9 appointment by the Court of a receiver in this matter (the “SEC Action Receiver”) over the
10 ArciTerra Defendants, along with the known and unknown affiliates of the ArciTerra
11 Defendants *other than*, any affiliates of the ArciTerra Defendants that directly own an
12 interest in real property and are currently defendants in a pending state or federal court
13 foreclosure or receivership action (collectively, the “Excluded Entities”), specifically
14 including, without limitation, those entities identified in the attached Schedule.

15 2. The pending federal and state court actions with respect to the Excluded
16 Entities (collectively, the “Excluded Actions”), including, without limitation, those actions
17 identified in the attached Schedule, shall be excluded from the scope of any stay of
18 proceedings implemented in this case. The real properties in which the Excluded Entities
19 directly own an interest (together, the “Excluded Properties”), including, without limitation,
20 those properties identified in the attached Schedule and the associated personal property,
21 including bank accounts, shall be excluded from the receivership estate of any SEC Action
22 Receiver.

23 3. The Intervenor do not object to the SEC Action Receiver’s intervention as a
24 party in the Excluded Actions; provided, however, the Intervenor reserve any and all
25 defenses, objections, cross-claims, and counterclaims with respect to the SEC Action
26 Receiver other than as expressly set forth in Paragraph 6 below.

27 4. Each Intervenor and the SEC Action Receiver shall cooperate in good faith to
28 provide in a timely manner non-privileged information reasonably requested by the SEC

1 Action Receiver, or by the respective Intervenor, with respect to the applicable Excluded
2 Action(s), Excluded Property(ies), or receivership related to such Intervenor; provided,
3 however, that the SEC Action Receiver shall be subject to all of the same restrictions on its
4 ability to receive, request, and disclose information that apply to the Excluded Entities under
5 orders entered in the Excluded Actions or under law applicable in those jurisdictions.

6 5. Each Intervenor shall provide sufficient notice to the SEC Action Receiver
7 before any sheriff's sale, trustee's sale, auction sale, or other disposition of any Excluded
8 Property in which that Intervenor holds an interest. For the avoidance of doubt, 30 days'
9 advance notice of any disposition of Excluded Property shall be sufficient for purposes of
10 this Paragraph 5.

11 6. Intervenors specifically consent to the SEC Action Receiver's intervention in
12 the Excluded Actions for the limited purpose of asserting the right to receive any
13 distributions to which the Excluded Entities would otherwise be entitled under applicable
14 law, and to any request by the SEC Action Receiver to hold funds that would otherwise be
15 distributed to the Excluded Entities with the clerk of the court, in escrow, or otherwise
16 segregated pending further order of this Court. The rights of the SEC Action Receiver set
17 forth in this Paragraph 6 are in addition to those rights of the SEC Action Receiver set forth
18 in Paragraph 3 above.

19 7. With respect to ATA Plaza OK, LLC (the "Tulsa Entity"), an Affiliate of the
20 ArciTerra Defendants, and the real property that it owns, which has the municipal address of
21 8156 S. Lewis Ave, Tulsa, Oklahoma 74137 (the "Tulsa Property"), the Stipulation Parties
22 agree that: (a) secured lender and Intervenor U.S. Bank National Association, as Trustee for
23 the Benefit of the Holders of the M360 2021-CRE3 Notes ("Tulsa Lender"), shall file a
24 foreclosure and receivership proceeding against the Tulsa Entity and Tulsa Property on or
25 before December 23, 2023; (b) the foreclosure and receivership pleadings shall reference this
26 proceeding, and the proposed order seeking the appointment of a receiver shall expressly
27 reference this proceeding and shall be subject to the rights and restrictions provided for and
28 in favor of SEC and the SEC Action Receiver; (c) SEC and the SEC Action Receiver shall

1 not contest such proceeding, provided, that Tulsa Lender and any receiver appointed in such
2 proceeding (“Tulsa Receiver”) shall abide by this Stipulation; and (d) to the extent a court
3 enters an order appointing a receiver over the Tulsa Property and/or the Tulsa Borrower, the
4 appointment of Tulsa Receiver shall be subject to the terms of this order.

5
6 SO STIPULATED.

7
8 Dated: December 20, 2023

/s/Neal Jacobson

Neal Jacobson

Attorney for Plaintiff SECURITIES AND
EXCHANGE COMMISSION

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10
11 /s/Seth Waxman

Seth Waxman

Attorney for Defendants Jonathan Larmore;
ArciTerra Companies, LLC; ArciTerra Note
Advisors II, LLC; ArciTerra Note Advisors
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III, LLC; and ArciTerra Strategic Retail
Advisors, LLC

/s/ Paul Mackowski

Paul D. Mackowski

Amundsen Davis, LLC

201 North Illinois Street, 14th Floor
Indianapolis, IN 46204

Attorney for Receiver, Martha Lehman

/s/ Julie Camden

Julie A. Camden

Camden & Meridew, P.C.

10412 Allisonville Road, Suite 200
Fishers, IN 46038

*Attorney for Circle City Outdoor Living
LLC, Crew Enterprises LLC, Dream
Construction LLC, Indy Asphalt Appeal
LLC, and Styner LLC*

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/s/Robert Warzel
Robert Mark Warzel
Spencer Fane LLP
2415 E Camelback Rd., Ste. 600
Phoenix, AZ 85016-4251

-and-

Scott A. Wissel
Lewis Rice LLC
1010 Walnut, Suite 500
Kansas City, MO 64106
Attorneys for Alliant Credit Union

/s/Bradley Drell
Bradley L Drell
Gold Weems Bruser Sues & Rundell APLC
2001 MacArthur Dr.
Alexandria, LA 71301
Attorney for First Guaranty Bank

/s/ Kyle Hirsch
Kyle Sylvan Hirsch
Bryan Cave Leighton Paisner LLP -
Phoenix, AZ
2 N Central Ave., Ste. 2100
Phoenix, AZ 85004-4406
*Attorney for M360 WH-2 FL Seller LLC and
U.S. BANK NATIONAL ASSOCIATION, as
Trustee for the benefit of the Holders of the
M360 2021-CRE3 Notes*

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/s/ Jason DeJonker

Jason J. DeJonker
William Silas Hackney
Bryan Cave Leighton Paisner LLP
161 N. Clark St., Ste. 4300
Chicago, IL 60601
*Attorneys for Midland Loan Services, a
division of PNC Bank, N.A., as special
servicer for U.S. BANK NATIONAL
ASSOCIATION, as Trustee for the
Benefit of the Holders of the M360
2021-CRE3 Notes*

/s/David Audley

David Audley
Chapman & Cutler LLP - S Canal St.
Chicago
320 S Canal St., Ste. 2700
Chicago, IL 60606
*Attorney for UMB Bank, N.A., as Trustee of
the Forum (Louisville, KY) Ground Lease
Backed Pass-Through Trust and as Trustee
of the Mauna Lani (Kamuela, HI) Group
Lease Backed Pass-Through Trust*

/s/ Jonathan Sundheimer

Jonathan Sundheimer
Barnes & Thornburg LLP
11 S. Meridian St.
Indianapolis, IN 46204
*Attorney for Wells Fargo Bank, National
Association, as Trustee, for the Benefit of
the Holders of Benchmark 2018-B7
Mortgage Trust Commercial Mortgage
Pass-Through Certificates, Series 2018-B7*

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/s/ Jean-Jacques Cabou
Jean-Jacques Cabou
Perkins Coie LLP
2901 N Central Ave., Ste. 2000
Phoenix, AZ 85012
*Attorney for Wilmington Trust, National
Association, as Trustee for the Benefit of the
Registered Holders of JPMBB Commercial
Mortgage Securities Trust 2015-C33,
Commercial Mortgage Pass-Through
Certificates, Series 2015-C33*

SO ORDERED.

SCHEDULE TO STIPULATION

Excluded Action: *Wilmington Trust v. AT Jefferson Center FW IN Owner, LLC, et al.*, pending in Allen County, Indiana, Superior Court as Case No. 02D03-2307-MF-000225

Excluded Entities	Excluded Properties
AT Jefferson Center FW IN Owner, LLC	6723 W. Jefferson Blvd., Fort Wayne, IN
AT Lima Plaza FW IN Owner, LLC	6417 Lima Road, Fort Wayne, IN
AT Max FW IN Owner, LLC	1415 W. Dupont Road, Fort Wayne, IN
AT Pine Valley FW IN Owner, LLC	1125 E. Dupont Road, Fort Wayne, IN
AT Portland Commons IN Owner, LLC	1013 W. Votaw Street, Portland, IN

Excluded Action: *First Guaranty Bank v. Larmore, et al.*, pending in the United States District Court for the Western District of Louisiana as Case No. 5:23-cv-00683 (W.D. La.)

Excluded Entities	Excluded Properties
AT Wheatland Naperville IL, LLC	3124-3224 S Route 59 Naperville, IL
AT Briargate IL, LLC	454 & 456-464 Redington Dr, South Elgin, IL; and 465 Briargate Dr, South Elgin, IL
AT Belleville Crossing IL – Inline, LLC	5875-5701 Belleville Crossing Street, Belleville, IL and 5551-5531 Belleville Crossing Street, Belleville, IL
AT Forum Louisville KY II, LLC	3124-3224 S Route 59 Naperville, IL; Leasehold on 150-300 N Hurstbourne Parkway, Louisville, KY and on 0.806 +/- acres out Parcel 150-300 N Hurstbourne Parkway, Louisville, KY
Arciterra USB Rochester MN, LLC	2665 Commerce Dr, NW Rochester, MN
AT Bloomington IL, LLC	2243 Westgate Dr, Bloomington, IL

1 **Excluded Actions:** *Wells Fargo Bank, National Association, as Trustee, v. AT Castleton IN*
 2 *Owner II, LLC et al.*, pending in Marion County, Indiana, Superior
 3 Court as Cause No. 49D01-2312-MF-046494 (formerly 49D06-2312-
 4 MF-046494)
 5 *Circle City Outdoors et al. v. Arciterra Companies, LLC et al.*, pending
 6 in Hamilton County, Indiana, Superior Court as Cause No. 29D02-
 7 2305-PL-004542
 8 *Circle City Outdoors et al. v. Arciterra Companies, LLC et al.*, pending
 9 in Hamilton County, Indiana, Superior Court as Cause No.
 10 29D07-2311-PL-10935
 11 *In re AT Castleton IN Owner II, LLC*, pending in the United States
 12 Bankruptcy Court for the Southern District of Indiana as Case No. 23-
 13 05511-JJG-11
 14 *In re ArciTerra Vermont Indianapolis IN, LLC*, pending in the United
 15 States Bankruptcy Court for the Southern District of Indiana as Case
 16 No. 23-05536
 17 *In re Arciterra Westgate Indianapolis IN II, LLC*, pending in the United
 18 States Bankruptcy Court for the Southern District of Indiana as Case
 19 No. 23-05522-JJG-11
 20 *In re AT Plainfield Village IN II, LLC*, pending in the United States
 21 Bankruptcy Court for the Southern District of Indiana as Case No. 23-
 22 05519-JJG-11
 23 *In re ArciTerra Noble West Noblesville IN, LLC*, pending in the United
 24 States Bankruptcy Court for the Southern District of Indiana as Case
 25 No. 23-05540- JJG-11

Excluded Entities	Excluded Properties
AT Castleton IN Owner II, LLC	8310-8430 and 8440-8540 Castleton Corner Drive, Indianapolis, Indiana 46250
Castleton Corner Owners Association, Inc.	[Non-ArciTerra entity being listed in an abundance of caution] Assets owned by CCOA and held in conjunction the Castleton Corner Shopping Center as set forth in the Declaration of Development Standards, Covenants and Restrictions for Castleton Corner, as recorded with the Recorder of Marion County, Indiana on November 20, 1981
AT Castleton IN Owner, LLC	All assets
AT Altus Echelon IN, LLC	5252 East 82 nd Street, Indianapolis, Indiana 46250
ArciTerra Michigan Road Indianapolis IN, LLC	8320 - 8350 N. Michigan Road Indianapolis, Indiana 46268

Excluded Entities	Excluded Properties
ArciTerra Noble West Noblesville IN, LLC	14753 Hazel Dell Crossing, 14741 Hazel Dell Crossing, and 14765 Hazel Dell Crossing, Noblesville, Indiana 46062
AT Plainfield Village IN, LLC	Commercial Vacant Land located adjacent to 160 Plainfield Village Drive, Plainfield, Indiana 46168
AT Plainfield Village IN II, LLC	160 Plainfield Village Drive, Plainfield, Indiana 46168
ArciTerra Vermont Indianapolis IN, LLC	120 East Vermont Street and 123 East Michigan Street, Indianapolis, Indiana 46204
ArciTerra Westgate Indianapolis IN II, LLC	5103-5173 West Washington Street, Indianapolis, Indiana 46241

Excluded Actions: *UMB Bank, N.A. v. JB Forum Land, LLC, et al.*, pending in the United States District Court for the Western District of Kentucky as Case No. 23-CV-575

M360 v. AT ML Leasehold HI, LLC, et al., pending in the Circuit Court of the Third Circuit of the State of Hawaii in Civil No. 3 CCV-23-259

Excluded Entities	Excluded Properties
JB Forum Land, LLC; AT Forum Louisville KY II, LLC	150-300 N Hurstbourne Parkway, Louisville, KY
JB ML Land HI, LLC; AT ML Leasehold HI, LLC	68-1330 Mauna Lani Drive, Kamuela, Hawai`i 96743

Excluded Action: *TBD*

Excluded Entities	Excluded Properties
ATA Plaza OK, LLC	8156 S. Lewis Ave, Tulsa, OK 74137

Excluded Action: *Alliant Credit Union v. Arciterra Olathe Pointe Olathe KS, LLC*, pending in the District Court of Johnson County, Kansas, in Case No. 23CV05137

Excluded Entities	Excluded Properties
Arciterra Olathe Pointe Olathe KS, LLC	Olathe Pointe Shopping Center, located generally at the southeast corner of the

Excluded Entities	Excluded Properties
	intersection of West 119 th Street and South Black Bob Road, Olathe, Kansas 66062

Excluded Action: *CommunityAmerica Credit Union v. JB Olathe Outlot 2, LLC*, pending in the District Court of Johnson County, Kansas, in Case No. 23CV03136

Excluded Entities	Excluded Properties
JB Olathe Outlot 2, LLC	11911 S. South Black Bob Road, Olathe, Kansas 66062

Excluded Action: *Alliant Credit Union v. Arciterra Noble West Noblesville IN, LLC*, pending in Hamilton County, Indiana, Superior Court 2 in Case No. 29D02-2308-MF-007315.

Excluded Entities	Excluded Properties
Arciterra Noble West Noblesville IN, LLC	14753 Hazel Dell, Noblesville, Indiana 46062

Excluded Actions: *U.S. Bank National Association, as Trustee for the benefit of the Holders of the M360 2021-CRE3 Notes v. ATA Fishville FL, LLC, et al.*, pending in the 20th Judicial Circuit Court for Charlotte County, Florida, in Case No. 23-002446-CA

Excluded Entities	Excluded Properties
ATA Fishville FL, LLC; JB Fishville Harbor Land, LLC, and JB Fishville Retail Land, LLC (Florida Foreclosure Matter)	1200 W. Retta Esplanade, Punta Gorda, FL 33950

EXHIBIT D

EXHIBIT D

Plaintiffs	Named Defendant(s)¹	Court	Case No.
Naida E. Arcenas	Tommy E. Bolton	Circuit Court of the 20th Judicial Circuit, Charlotte County, Florida	23-CA-612
James F. Wilson Living Revocable Trust of James F. Wilson	M/Y BBella, Official Number 1290829	E.D. VA	23-00441
Meadows Bank	AT New West Clifton Co, LLC	District Court of Mesa County, Colorado	2023CV030280
Community America Credit Union	JB Olathe Outlot 2 LLC	District Court of Johnson County, Kansas	23CV03136
1000 West Marion LLC	1000 West Marion PG FL, LLC; and Jonathan M Larmore	Circuit Court of the 20th Judicial Circuit, Charlotte County, Florida	23001868CA
TMI Trust Company	ArciTerra Note Fund II, LLC; ArciTerra Note Fund III, LLC; ArciTerra Reit Advisors, LLC; ArciTerra Note Advisors II, LLC; ArciTerra Whitefish Advisors, LLC; CSL Investments, LLC; ArciTerra Note Fund II, Investment Company LLC; and ArciTerra Note Funds III,	Superior Court of Maricopa County, Arizona	CV2023-008887

¹ The actions are stayed only against Receivership Entities and Receivership Assets.

	Investment Company, LLC		
Conroad Associates, L.P.	Castleton Corner Owners Association, Inc.; AT Castleton In Owner, LLC; AT Castleton In Association Manager, LLC; ArciTerra Companies, LLC; Jonathan M Larmore; Crystal Scudder; and James C. Shook, Jr.	Indiana Southern District Court	1:22-cv-00750
UMB Bank, N.A.	JML BC G400, LLC; Larmore IRR Life Insurance Trust; and Jonathan M. Larmore	District Court of Dallas County, Texas	DC-23-07370
8350 Michigan Rd	ArciTerra Michigan Road Indianapolis IN, LLC	Marion County Public Health Department	HSG23-01952
B. Brad and Monica Mason TIC; Diana K. Hamilton; and John F. Cardarelli	Jonathan M. Larmore; Michelle A. Larmore; Marsha M. Larmore; Blaine D. Rice; Andrea Thompson; Kevin L. Gulbranson; Robert F. Crook; Arciterra Strategic Income Corporation - Belleville Crossing, IL; and ArciTerra Companies, LLC	Illinois Southern District	3:23cv01785

Conroad Associates, L.P.	Castleton Corner Owners Association, Inc. and McKinley, Inc.	Superior Court of Marion County, Indiana	49D01-1612-PL-044978
Diversified Investment Managed Capital Group, L.P.	Wheatland Marketplace Lot 7 Co.	Circuit Court of the 12th Judicial Circuit, Will County, Illinois	22CH000043
Echo Properties	ATA Plaza OK LLC	District Court of Tulsa County, Oklahoma	CJ-2023-262
Overturf Law F/K/A Overturf Fowler LLP	AT Altus Echelon IN, LLC	Superior Court of Hamilton County, Indiana	29D02-2307-CC-006552
AT Castleton IN Owner, LLC; AT Castleton IN Owner II, LLC	Castleton Shopping Center, LLC	Indiana Commercial Court	49D01-2107-PL-024537
Price Edwards & Company, LLC	ATA Plaza OK LLC	District Court of Tulsa County, Oklahoma	CJ-2023-1765
Regal Restoration LLC	Araphoe County Public Trustee; AT Seven Hills Aurora Co II, LLC; City of Aurora; Grass River Real Estate Credit Partners; M360 2019 Cre2 Ltd; Mcreif Subreit LLC; Wells Fargo Bank NA; and Yam Capital III, LLC	District Court of Araphoe County, Colorado	2023CV30603
N/A	ArciTerra BP Olathe KS LLC	Board of Tax Appeals of the State of Kansas	2018-3350-EQ to 2018-3352-EQ; 2019-3796-EQ to 2019-3798-EQ; 2020-4077-EQ to 2020-4079-EQ; and 2021-3856-EQ to 2021-3858-EQ

U.S. Bank National Association, as the trustee for the benefit of the Holders of the M360 2021-CRE3 Notes	ATA Fishville FL, LLC; JB Fishville Harbor Land, LLC; JB Fishville Retail Land, LLC; Yam Capital LLC; ATFL Construction LLC; BOP Fishermen's Village, LLC	Circuit Court of the 20th Judicial Circuit, Charlotte County, Florida	23-002446-CA
Michelle Larmore	Jonathan Larmore and all ArciTerra entities	Maricopa Superior Court, Arizona	CV2023-6422
Front Range Patrol	At Seven Hills Aurora Co. II, LLC	Arapahoe County Court, Colorado	23C038802
City of Danville	A.T.P.T. Danville IL II., LLC	Danville Administrative Court, Illinois	230000304
Providence Bank and Trust	Belleville IL Outlot 6, LLC	Circuit Court of St. Clair County, Illinois, 12th District	23FC0230
Gladiator Roofing & Restoration LLC	Arciterra Group, LLC	Marion County Superior Court, Indiana	49D06-2306-PL-023191
The Cleaning Source, LLC	ArciTerra Noble West Noblesville IN and Alliant Credit Union	Superior Court of Hamilton County, Indiana	29D03-2304-CC-003922