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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.

No. CV-23-02470-PHX-DLR

**ORDER (A) APPROVING THE
SETTLEMENT WITH BASS PRO
OUTDOOR WORLD, L.L.C.; (B)
APPROVING THE RECEIVER'S
PRIVATE SALE OF REAL
PROPERTY AT 12051 BASS PRO
DRIVE, OLATHE, KANSAS TO
BASS PRO; AND (C) GRANTING
RELATED RELIEF**

The Court having considered the Receiver's Motion for an order (A) approving the Receiver's settlement and with Bass Pro Outdoor World, L.L.C. ("Bass Pro"); (B) approving the private sale of real property located at 12051 Bass Pro Drive, Olathe, Kansas 66062 (the "Property") to Bass Pro, subject to all liens, claims, encumbrances and interests; and (C) granting related relief (the "Motion") (Doc. 346); there being no responses or objections filed relating to the Motion; and due and sufficient notice of the Motion having been given and that no other or further notice need be given; and after due deliberation and it appearing that the relief sought in the Motion is in the best interest of the Receivership Estate, its creditors, and other parties in interest,

1 **IT IS HEREBY FOUND, DETERMINED, AND CONCLUDED THAT:¹**

2 1. This Court has jurisdiction over this matter, the Defendants and relief
3 defendants, and over the property of each Receivership Estate.

4 2. The approval of the settlement with Bass Pro and sale of the Property to
5 Bass Pro is within the sound legal discretion of this Court.

6 3. It is necessary and appropriate for this Court to retain jurisdiction to, among
7 other things, (a) interpret, implement, and enforce the terms and provisions of this Order
8 and the Asset Purchase Agreement between the Receiver and Bass Pro (the “Asset
9 Purchase Agreement”), and (b) to adjudicate, if necessary, any and all disputes
10 concerning or relating in any way to the settlement and sale of the Property, and such
11 jurisdiction is retained.

12 **PROPER NOTICE OF THE MOTION, SETTLEMENT AND SALE**

13 4. The Receiver properly provided notice of the Motion, settlement and sale
14 and no other or further notice is necessary or required.

15 5. The Receiver has adequately disclosed all material terms and conditions
16 regarding the settlement and sale of the Property.

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

19 7. The notice provided was reasonably calculated to apprise all interested
20 parties of the sale of the Property.

21 8. As a result, notice of the Motion, settlement and the sale, and a reasonable
22 opportunity to object or be heard with respect to the foregoing has been afforded to all
23 interested persons and entities, and the notice provided is appropriate and sufficient for
24 all purposes, including the sale of the Property.

25 **THE SETTLEMENT TERMS ARE FAIR, ADEQUATE AND REASONABLE**

26 9. The Receiver’s settlement with Bass Pro represents and exercise of his
27 reasoned business judgment and the Court finds that the consideration provided by Bass
28

¹ Capitalized undefined terms have the meanings as in the Motion.

1 Pro is fair, adequate and reasonable in light of the significant risks and costs of potential
2 litigation with Bass Pro.

3 10. The Receiver's determination that the consideration submitted by Bass Pro
4 is the highest and best offer for the Property constitutes a valid and sound exercise of the
5 Receiver's reasonable business judgment.

6 11. The Receiver's settlement with Bass Pro and decision to sell the Property to
7 Bass Pro pursuant to the Asset Purchase Agreement and this Order is supported by good
8 business reasons and sound justification based upon the Receiver's experience and the
9 circumstances presented in this case.

10 **HIGHEST AND BEST OFFER**

11 12. The consideration provided by Bass Pro is fair, adequate and reasonable
12 and represents the highest or otherwise best offer to purchase the Property.

13 13. A true and correct copy of the Asset Purchase Agreement is attached to this
14 Order as Exhibit A and incorporated in this paragraph by reference.

15 14. The Asset Purchase Agreement and consideration provided by Bass Pro
16 will provide a greater recovery for the Receivership Estate's than would be provided by
17 any other practical alternative.

18 15. The Asset Purchase Agreement represents a fair and reasonable offer to
19 purchase the Property under the circumstances of this receivership case.

20 **GOOD FAITH OF BASS PRO**

21 16. Bass Pro is an independent legal entity, separate and distinct from the
22 Receiver or any other party to this case. Bass Pro is not an affiliate, subsidiary, or other
23 insider of any of the parties to this case or the Receiver and has no common equity
24 holders, directors, managers, or officers with any of the parties to this case or the
25 Receiver. Bass Pro is not a mere continuation of the Defendants and there is no
26 continuity of enterprise among the parties to this case or the Receiver. Bass Pro is not
27 holding itself out to the public as a continuation of the Defendants or the Receiver.

28

1 consents or approvals (other than those expressly provided for in the Asset Purchase
2 Agreement) are required to consummate the transactions contemplated by the Asset
3 Purchase Agreement and this Order.

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

8 27. The Receiver and Bass Pro proposed, negotiated, and entered into the Asset
9 Purchase Agreement without collusion, in good faith, and from arm's length bargaining
10 positions.

11 28. Neither the Receiver nor Bass Pro have engaged in any conduct that would
12 cause or permit the Asset Purchase Agreement or transactions contemplated by the Asset
13 Purchase Agreement to be avoided or otherwise set aside.

14 **THE SETTLEMENT AND SALE ARE IN THE**
15 **BEST INTERESTS OF THE RECEIVERSHIP ESTATE**
16 **AND ITS CREDITORS AND OTHER PARTIES IN INTEREST**

17 29. The approval and consummation of the settlement with Bass Pro and the
18 sale of the Property pursuant to and in accordance with the Asset Purchase Agreement
19 and this Order is in the best interest of the Receivership Estate, its creditors and other
20 parties in interest.

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

23 **ORDERED** that the Motion (Doc. 346) is **GRANTED** as set forth in this Order;
24 and it is further

25 **ORDERED** that all objections to the Motion concerning the settlement, sale, the
26 Asset Purchase Agreement, and the process otherwise relating to the relief granted in this
27 Order that have not been withdrawn, waived, resolved, sustained, or settled are expressly
28 denied and overruled in their entirety; and it is further

1 **ORDERED** that the Asset Purchase Agreement is approved in its entirety; and it
2 is further

3 **ORDERED** that the Receiver is authorized to take all actions to consummate the
4 sale of the Property pursuant to and in accordance with the Asset Purchase Agreement
5 and this Order, including transferring and conveying the Property to Bass Pro by
6 Receiver's Deed; and it is further

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

12 **ORDERED** that the Receiver is authorized and directed to take all actions
13 necessary or desirable for the purpose of assigning, transferring, granting, conveying, and
14 conferring the Property to Bass Pro; and it is further

15 **ORDERED** that Bass Pro is directed to close the sale of the Property in
16 accordance with the terms of the Asset Purchase Agreement and this Order; and it is
17 further

18 **ORDERED** that, at closing on the sale of the Property, Bass Pro shall pay the
19 cash portion of the consideration under the Asset Purchase Agreement, in an amount no
20 less than \$500,000.00, less any security deposit previously provided, to the Receiver on
21 behalf of the Seller's estate; and it is further

22 **ORDERED** that upon closing of the sale, the Receiver shall be authorized to pay
23 from the cash portion up to \$15,000 in customary closing costs and stamp and
24 documentary taxes, with all other closing costs to be paid by Bass Pro; and it is further

25 **ORDERED** that, in the Receiver's sole discretion, any agreements, documents, or
26 other instruments executed in connection with the Asset Purchase Agreement may be
27 modified, amended, or supplemented by the Receiver and Bass Pro in accordance with
28 the terms of the Asset Purchase Agreement, without further notice or order of this Court,

1 provided that any such modification, amendment, or supplement does not have a material
2 adverse effect on the Receivership Estate; and it is further

3 **ORDERED** that the transfer of the Property to Bass Pro shall be subject to any
4 and all liens, encumbrances, interests and claims of whatever type or description,
5 including, without limitation, the Tax Claims and Liens (as defined in the Asset Purchase
6 Agreement) (collectively, the “Encumbrances,” as designed in the Motion); and it is
7 further

8 **ORDERED** that upon closing, Bass Pro shall assume all liabilities and obligations
9 relating to and arising in connection with the Encumbrances; and it is further

10 **ORDERED** that upon closing, any and all Encumbrances shall be released and
11 discharged obligations as against the Seller, the Receiver and the Receivership Estate;
12 and it is further

13 **ORDERED** that the transfer of the Property to Bass Pro may not be avoided under
14 any applicable law, because Bass Pro is providing the Receivership Estate with
15 reasonably equivalent value; and it is further

16 **ORDERED** that the purchase of the Property shall not cause Bass Pro or its
17 affiliates, successors, or assigns or their respective properties to be deemed a successor in
18 any respect of the Receivership Entities’ or the Defendants’ business operations within
19 the meaning of any laws, rules, or regulations relating to any tax, revenue, pension,
20 benefit, ERISA, environmental, labor, employment, products liability, or other law, rule,
21 or regulation of any federal, state, or local government; and it is further

22 **ORDERED** that, upon closing, this Order and the documents executed in
23 connection with and pursuant to this Order, including the Receiver’s Deed, shall
24 constitute a full and complete general assignment, conveyance, and transfer of the
25 Property or a deed or a bill of sale transferring good and marketable title in the Property
26 to Bass Pro on the Closing Date, and each and every federal, state, and local
27 governmental agency or department is directed to accept this Order as such an
28 assignment, deed, or bill of sale or any and all documents and instruments necessary and

1 appropriate to consummate the transactions contemplated by the Asset Purchase
2 Agreement and this Order; and it is further

3 **ORDERED** that, if necessary, this Order shall be accepted for recordation on or
4 after the Closing Date as conclusive evidence of the transfer of title to the Property to
5 Bass Pro; and it is further

6 **ORDERED** that this Court retains exclusive jurisdiction to (a) enforce and
7 implement the Asset Purchase Agreement and any other agreements, documents, and
8 instruments executed in connection with the Asset Purchase Agreement, (b) compel
9 delivery of possession of the Property to Bass Pro, (c) resolve any disputes, controversies,
10 or claims arising out of or relating to the Asset Purchase Agreement, this Order, or the
11 sale of the Property, and (d) interpret, implement, and enforce the provisions of this
12 Order; and it is further

13 **ORDERED** that the terms and conditions of the Asset Purchase Agreement and
14 this Order will be binding in all respects upon, and will inure to the benefit of, the
15 Receiver, the Receivership Estate, the Receivership Entities, the Seller, Bass Pro, and
16 their respective affiliates, successors and assigns, and any affected third parties; and it is
17 further

18 **ORDERED** that all persons who hold Encumbrances against the Property are
19 forever estopped and permanently enjoined from asserting or prosecuting any claims or
20 causes of action against the Receiver, the Seller and the Receivership Estate, or any of
21 their respective officers, directors, employees, attorneys or advisors, arising out of or in
22 connection with the Property; and it is further

23 **ORDERED** that, the Receiver, and his representatives and professionals shall not
24 be liable or bound to any person including Bass Pro, in any manner by expressed or
25 implied warranties, guarantees, promises, statements, representations or information
26 pertaining to the Property, made or furnished by any of them or any other real estate
27 broker, agent, employee, servant or other person or professional representing or
28 purporting to represent the Receiver unless such warranties, guaranties, promises,

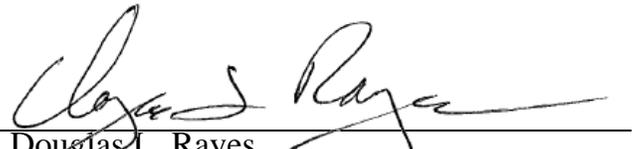
1 statements, representations or information are expressly and specifically set forth in
2 writing within the Asset Purchase Agreement; and it is further

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

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

9 Dated this 28th day of May, 2025.

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Douglas L. Rayes
Senior United States District Judge

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Exhibit A
Asset Purchase Agreement

EXECUTION COPY

ASSET PURCHASE AGREEMENT

(BASS PRO SHOPS – 12051 BASS PRO DRIVE, OLATHE, KANSAS 66062)

This Asset Purchase Agreement (this “**Agreement**”) is entered into as of April __, 2025 by and between ArciTerra BP Olathe KS, LLC (the “**Seller**”), acting by Allen D. Applbaum (the “**Receiver**”), solely in his capacity as receiver for Seller and Bass Pro Outdoor World, L.L.C., a Missouri limited liability company, and its permitted assigns (“**Buyer**”).

WITNESSETH

WHEREAS, the Receiver has been appointed as receiver for ArciTerra Companies, LLC and related entities, including the Seller (collectively, the “**Receivership Estates**”) pursuant to that certain Order Appointing Temporary Receiver and Temporarily Freezing Assets and Imposing Litigation Injunction dated December 21, 2023, as further supplemented by that certain Order Appointing Receiver, Freezing Assets, and Imposing Litigation Injunction dated May 6, 2024 (together, the “**Receivership Order**”) entered by the United States District Court for the District of Arizona (the “**Court**”), Case No. 23-CV-02470-PHX-DLR; and

WHEREAS, pursuant to the Receivership Order, the Receiver is authorized to take and have complete and exclusive control, possession, and custody of all of Seller’s rights, title, and interests in the Seller’s property and to sell assets of the Receivership Estates, subject to approval of the Court; and

WHEREAS, Seller is the owner of that certain real property located at 12051 Bass Pro Drive, Olathe, Kansas 66062, together with any buildings and improvements thereon, including the “boat storage area” more particularly described on **Schedule A** annexed hereto and made a part hereof (collectively, the “**Real Property**”); and

WHEREAS, Buyer is the current tenant occupying the Real Property pursuant to the Lease (defined below); and

WHEREAS, Seller desires to sell the Real Property to Buyer pursuant to the terms and conditions in this Agreement and an order of the Court, and Buyer desires to purchase the Real Property, subject to any and all encumbrances, including the Lease, and consummate the transactions provided for herein.

WHEREAS, Receiver has determined that it is in the best interests of the Receivership Estates and their beneficiaries to sell the Real Property and consummate the transactions provided for herein.

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

I.
DEFINITIONS

1.1 Definitions.

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

“**Agreement**” has the meaning set forth in the introductory paragraph.

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

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

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

“**Court**” means the United States District Court for the District of Arizona.

“**Due Diligence Materials**” means any data, documents or other information supplied by the Receiver, the Receivership Estates and their representatives to Buyer in connection with Buyer’s purchase and inspection of the Real Property.

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

“**Encumbrances**” means (a) Permitted Encumbrances; (b) Tax Claims and Liens; (c) the Lease; (d) any and all obligations, claims, liabilities, options, and other rights arising under, or relating to, the Lease; and (d) any and all claims, liens, mechanic’s liens, charges, mortgages, pledges, security interests, restrictions, judgments, assignments, prior assignments, liabilities, obligations, encumbrances, tenancies, licenses, and covenants of any and all nature and description whatsoever that relate to, arise under or from, or are asserted against the Real Property.

“**Excluded Assets**” means the Excluded Documents, Intangible Property, cash, cash equivalents, checks and other funds, including, without limitation, Seller’s accounts receivable, notes, securities, security deposits paid in connection with the Lease, if any, and balances on deposit to the credit of Seller with banking institutions (all of which shall be retained by Seller).

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

“**Intangible Property**” means all intangible property used by Seller exclusively in connection with the ownership and operation of the Real Property, including Intellectual Property Rights.

“**Intellectual Property Rights**” means all patents, copyrights, trade secrets, trademarks, trade names, service marks, confidential information and other know-how owned by Seller or the Seller Affiliates or used by Seller or the Seller Affiliates, including but not limited to (a) marketing and management intangibles, (b) all proprietary computer software developed and owned by Seller or the Seller Affiliates, if any, (c) all proprietary manuals, instructions, policies, procedures and directives issued by Seller or the Seller Affiliates to their employees, and (d) Proprietary Marks.

“**Lease**” means that certain Amended and Restated Retail Lease dated as of November 9, 2005 by and between MaeGrace, LLC, an Indiana limited liability company, as landlord (“**MaeGrace**”), and Buyer, as tenant, as amended by the First Amendment to Amended and Restated Retail Lease dated as of June 16, 2006 and the Second Amendment to Amended and Restated Retail Lease dated as of July 14, 2008, and assigned by MaeGrace to Seller by Assignment and Assumption of Lease dated as of July 2008.

“**Parties**” refers to the Buyer and Seller together.

“**Permitted Encumbrances**” means (a) any state of facts that an accurate survey may show; (b) any covenants, restrictions and easements of record and any other matters set forth as exceptions to title in any title commitment obtained by Buyer provided that (i) none of which will render title to the Real Property unmarketable and (ii) none of which are otherwise unacceptable to Buyer in Buyer’s commercially reasonable discretion; (c) any state of facts a physical inspection may show; (d) any building or zoning ordinances or other applicable municipal regulations and violations thereof; (e) environmental conditions; and (f) governmental laws, regulations, statutes, codes, ordinances and restrictions now or hereafter in effect to the extent affecting or applicable to the Real Property, including, without limitation, zoning ordinances (and amendments and additions relating thereto), the Americans with Disabilities Act of 1990, as amended, and any other laws or regulations applicable to the operation of the Real Property.

“**Proprietary Marks**” means all trademarks, service marks, trade names, trade dress, symbols, logos, slogans, designs, insignia, emblems, devices, distinctive designs of signs, or any other source identifying feature, or combinations thereof, that relate to the Receivership Entities and their business or containing the name “ArciTerra” or a version thereof.

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

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

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

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

“**Sale Order**” means a final Order of the Court (i) authorizing and approving, *inter alia*, the sale of the Real Property to Buyer on the terms and conditions set forth herein, subject to all Encumbrances, and (ii) granting Seller and the Receiver all requisite power and authority to convey good, marketable and insurable title to the Real Property.

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

“**Seller Affiliates**” means any officer, director, employee, trustee, member, shareholder, partner, principal, parent, subsidiary or other affiliate of the Seller.

“**Tax Claims and Liens**” means any and all taxes, claims, liabilities, levies, liens and other charges asserted or levied against the Real Property by municipalities, governmental agencies or entities, quasi-governmental agencies or entities or other governmental authorities, including, but

not limited to, Johnson County, Kansas, Olathe City, Kansas, and the State of Kansas.

“**Title Company**” shall mean Chicago Title Insurance Company.

II.

PURCHASE AND SALE

2.1 Purchase and Sale of Real Property. Subject to the terms and conditions hereof, Seller shall sell, assign, transfer and convey to Buyer all of Seller’s right, title and interest in and to:

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

2.1.2 All improvements, structures and fixtures owned by Seller and placed, constructed on or installed on the Real Property, including buildings, structures, fixtures, and other permanent improvements located thereon or therein, including, without limitation, walkways, driveways, parking lots, and all rights, benefits and privileges appurtenant thereto (collectively, the “**Improvements**”); and

2.1.3 All records, surveys, title notes, title policies, repair histories, equipment and other warranties, termite bonds and reports, environmental studies, leasing information, financial records, architectural and engineering plans, and other instruments and items which relate to the Real Property and the Improvements thereon, which are in the present possession or control of the Seller (the “**Records**”).

2.2 Excluded Assets and Liabilities. The sale pursuant to this Agreement shall not include the Excluded Assets.

III.

PURCHASE PRICE, EARNEST MONEY AND BUYER CREDITS

3.1 Purchase Price. The purchase price (the “**Purchase Price**”) for the Property shall be (a) Five Hundred Thousand Dollars (\$500,000.00) payable in cash by wire transfer in immediately available funds to the Title Company for disbursement to Seller or as Seller directs at Closing (the “**Cash Portion**”); (b) Buyer’s assumption of any and all Encumbrances, including but not limited to the Tax Claims and Liens; and (c) settlement and release of all Buyer’s rights and claims as against Seller arising under the Lease.

3.2 Earnest Money. An initial earnest money deposit in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the “**Earnest Money**”) shall be deposited by wire transfer in escrow with the Title Company within three (3) business days of the full execution and delivery of this Agreement by the Parties.

3.3 Buyer Credits at Closing. At Closing, Seller shall credit to Buyer one-half of any documentary stamp tax due as a result of the transfer of the Real Property to Buyer and one-half of reasonable and customary closing costs, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). For the avoidance of doubt, customary closings costs does not include the costs of any title insurance, which costs shall be borne solely by Buyer.

IV.
SALE SUBJECT TO APPROVAL OF THE COURT

4.1 Sale Motion. The Parties acknowledge it is a condition precedent to the Closing that Receiver obtain approval of the sale from the Court. Upon execution of this Agreement by each of the Parties, payment of the Earnest Money by Buyer, and receipt by the Receiver of three appraisals for the Property, which confirm the Purchase Price is at least two-thirds (2/3) of the appraised value, the Receiver, on behalf of the Receivership Estates and Seller, shall file with the Court, the Sale Motion seeking approval of this Agreement and entry of the Sale Order. The Receiver shall affix a true and complete copy of this Agreement and the three appraisals to the Sale Motion filed with the Court.

4.2 Court Filings. The Receiver agrees to diligently prosecute the Sale Motion and seek entry of the Sale Order. The Receiver shall provide Buyer with a copy of the Sale Motion and Sale Order prior to filing same with the Court, and Buyer shall have a reasonable opportunity to provide comments. The parties shall cooperate with one another in the drafting of the Sale Order so as to meet all applicable title requirements.

4.3 No Contingencies. Subject to the provisions of this Agreement including, without limitation, Section 9.2 hereof, there is no contingency of any kind or nature that will permit the Buyer to withdraw its offer to purchase the Real Property pursuant to the terms of this Agreement and receive a return of the Earnest Money other than (a) the Court's denial of the Sale Motion or (b) the Receiver's inability to deliver marketable and insurable title to the Real Property (the "**Permitted Contingencies**"). The Receiver shall have the right in his sole and absolute option to adjourn the Closing to obtain approval of the Sale Motion and remedy any defect to title. Subject to the provisions of this Agreement including, without limitation, Section 9.2 hereof, the failure to close for any reason whatsoever, except the Permitted Contingencies, will result in the Receiver retaining the Earnest Money and the right (in the Receiver's sole discretion) to sell Real Property to any other party, subject to approval of the Court. Buyer shall have no recourse to any other property or assets of the Receiver and the Receivership Estates, which shall be exempt from levy, execution or other enforcement procedure for the satisfaction of Buyer's remedies. The provisions of this Section will survive the Closing or the earlier termination of this Agreement.

V.
CLOSING

5.1 Time and Place of Closing. The closing of the purchase and sale of the Real Property (the "**Closing**") pursuant to this Agreement shall take place no later than thirty-five (35) days following the entry of the Sale Order (the "**Closing Date**"), it being expressly understood by the Parties that time is of the essence. Failure to consummate the Closing shall not result in the termination of this Agreement or relieve Buyer of any obligation hereunder. Notwithstanding the actual time of Closing on the Closing Date, the Closing shall be deemed, for accounting and financial reporting purposes, to have occurred as of 12:00:01 a.m. on the Closing Date. The Closing shall be held by remote escrow through the office of the Title Company, or at such other location as may be acceptable to the Parties.

5.2 Seller's Deliveries at Closing. At the Closing, the Seller shall cause to be delivered to the Title Company (unless otherwise noted herein) the items, documents and instruments in the

form specified herein, each being duly executed and acknowledged, and in recordable form, where required:

5.2.1.1. A receiver's deed (the "**Deed**") conveying marketable and insurable fee simple title to the Real Property to Buyer, subject to all Encumbrances, in the form of **Exhibit 1** attached to this Agreement and made a part hereof;

5.2.1.2. The Title Company's standard form of owner's affidavit dated as of the Closing Date, provided that any representation made therein shall be to the Receiver's actual knowledge only (without investigation) and that such affidavit shall contain no surviving indemnity obligations (other than, if any, in connection with loss resulting from an inaccuracy in any representation in such affidavit resulting from a failure by the Receiver to disclose information of which it was actually aware) and shall disclose all known parties in possession other than Seller and the Receiver or state that, to the Receiver's actual knowledge, there are no such parties;

5.2.1.3. An affidavit stating that Seller is not a "foreign person" within the meaning of Section 1445(0)(3) of the Internal Revenue Code of 1986, in the form of **Exhibit 2** attached to this Agreement and made a part hereof;

5.2.1.4. An IRS form W-9 setting forth the federal employer identification number of the Seller or Receiver to which the proceeds of sale will be reported by the Title Company on IRS form 1099;

5.2.1.5. Customary documents sufficient to cause the Title Company to satisfy all requirements to issue its policy of title insurance, subject to the Encumbrances, including customary waivers or, if necessary, recordable discharges of monetary liens to be satisfied out of Closing proceeds;

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

5.2.1.7. The Sale Order; and

5.2.1.8. Any and all other documents described in this Agreement, required by law, or otherwise customary, necessary or appropriate to consummate and evidence the transaction contemplated hereby and not inconsistent with the terms of this Agreement.

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

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

5.3.1.2. A release of all claims and liens of Buyer and its affiliates that relate to the Lease and the Real Property as against the Receiver, the Receivership Estates and Seller, in its capacity as landlord under the Lease, and their respective representatives, agents and professionals, in the form of **Exhibit 3** attached to this Agreement and made a part hereof;

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

5.3.1.4. Executed counterpart of the Closing Statement; and

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

VI. **PROPERTY CONVEYED “AS-IS”**

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

6.2 “As Is”, “Where Is”, “With All Faults”. The Real Property is being sold **“AS IS”, “WHERE IS”, “WITH ALL FAULTS”**, without any representations, covenants, guarantees or warranties of any kind or nature, subject to any and all Encumbrances.

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

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

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

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

6.6 Except to the extent required by applicable law and in connection with Buyer's discussions with representatives of Johnson County, Kansas and Olathe City, Kansas about the Tax Claims and Liens and other potential tax incentives, Buyer shall not to submit any reports, studies or other documents or information to any governmental agency prior to the Closing unless first approved by Seller, such approval not to be unreasonably conditioned, withheld or delayed. Specifically, Seller may object to any disclosure of adverse information or documentation relating to the Real Property. To the extent Buyer claims any disclosure is required by applicable law, Buyer shall afford Seller a reasonable opportunity to evaluate such claim and make any legal objection Seller is permitted by such law to make.

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

VII. **CONDITION; CASUALTY**

7.1 Until the Closing, Buyer shall operate and maintain the Real Property in a businesslike manner and in compliance with its obligations as tenant under the Lease.

7.2 If, prior to the Closing, a material portion of the Real Property or Improvements is materially damaged or is destroyed (except, in the case of damage or destruction, to the extent the same is caused by Buyer, in which case Buyer shall not have the right to terminate this Agreement), or is taken under power of eminent domain (or any entity having condemnation authority shall take any steps preliminary thereto), then Seller shall promptly deliver to Buyer written notice thereof and

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

VIII. **REPRESENTATIONS AND WARRANTIES**

8.1 Buyer warrants and represents to Seller as follows:

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

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

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

IX. **CONDITIONS TO CLOSING**

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

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

9.1.2 Buyer shall have paid to Seller or the Receiver any and all rent and other obligations arising under the Lease through the Closing Date.

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

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

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

9.1.6 Buyer shall have complied with all of Buyer's covenants and agreements hereunder.

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

9.2.1 The transaction contemplated by this Agreement shall be approved by the Court as evidenced by entry of the Sale Order, a certified copy of which is delivered to the Title Company for recording.

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

9.2.3 Title Company shall be committed to issue to Buyer an owner's policy of title insurance for the Real Property in an amount no less than the Purchase Price with such coverages and exceptions to coverage as are acceptable to Buyer in Buyer's commercially reasonable discretion.

9.2.4 Seller shall have complied with all of Seller's covenants and agreements hereunder and shall deliver exclusive possession of the Real Property to the Buyer.

X.
COSTS

10.1 Without limiting Section 3.3 hereof, Buyer will pay the following costs of Closing this transaction:

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

10.1.2 any fees incurred in connection with any survey;

10.1.3 all expenses pertaining to any financing obtained by Buyer;

10.1.4 one-half of all recording fees, stamp and transfer taxes and intangible taxes relating to the transfer of the Real Property to Buyer under this Agreement; and

10.1.5 the cost of the Title Policy.

10.2 Without limiting Section 3.3 hereof, with the proceeds received from the Cash Portion of Purchase Price, Seller will pay the following costs of Closing this transaction:

10.2.1 one-half of all recording fees, stamp and transfer taxes and intangible taxes relating to the transfer of the Real Property to Buyer under this Agreement; and

10.2.2 fees and disbursements of Seller's counsel and all of Seller's and the Receiver's other representatives, consultants and agents, if any.

XI. PRORATIONS

11.1 The following provisions shall govern prorations as of the Closing Date:

11.1.1 Rent and any other amounts due under the Lease (including, without limitation, all Buyer reimbursement obligations related to taxes, common area expenses, operating expenses and/or additional charges of any nature to the extent applicable under the Lease) shall be pro-rated between Seller and Buyer as of the Closing Date.

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

11.1.3 The provisions of this Section shall survive Closing.

XII. PROPERTY MANAGEMENT

12.1 [Omitted]

XIII.
DEFAULT AND REMEDIES

13.1 If Buyer is not then in default hereunder, and Seller fails to close the transaction contemplated hereby, Buyer shall be entitled, as its sole and exclusive remedy, to terminate this Agreement by giving written notice of termination and receive a full and immediate refund of any and all Earnest Money previously deposited.

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

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

XIV.
NOTICES

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

IF TO SELLER: ARCITERRA BP OLATHE KS, LLC
 c/o Allen D. Applbaum, Receiver
 StoneTurn Group, LLP
 17 State Street, 2nd Floor
 New York, New York 1004
 Tel. (212) 430-3449
 Email: aapplbaum@stoneturn.com

And

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

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

And

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

IF TO BUYER: Bass Pro Outdoor World, L.L.C.
2500 E. Kearney
Springfield, Missouri 65898
Attn: Charles R. Greene
Tel. (417) 873-5312
Email: crgreene@basspro.com

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

XV.
ESCROW INSTRUCTIONS

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

XVI.
MISCELLANEOUS

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

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

16.3 This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona, without regard to the conflicts of laws principles of any jurisdiction.

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

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

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

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

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

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

16.10 Time is of the essence in this Agreement.

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

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

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

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

16.15 Intentionally omitted.

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

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

[Signatures on following pages]

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

“SELLER”

ARCITERRA BP OLATHE, KS, LLC

By: 
Allen D. Applbaum, Soley in his
Capacity as Receiver of Seller

“BUYER”

BASS PRO OUTDOOR WORLD, L.L.C.

By: 
Name: Kevin A. Maliszewski
Title: Chief Financial Officer



EXECUTED by the Title Company the ____ day of _____, 2025, for the purposes of acknowledging receipt of the Earnest Money and agreeing to the provisions relating to the rights and obligations of the Title Company, as set forth herein.

CHICAGO TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

SCHEDULE A

Legal Description of Real Property

See Attached “Exhibit A”

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): DP53550000 0001B, DP53550000 0001A and DP53560000 0001

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OLATHE, COUNTY OF JOHNSON, STATE OF KANSAS AND IS DESCRIBED AS FOLLOWS:

TRACT I:

ALL THAT PART OF LOT 1, OLATHE ENTERTAINMENT DISTRICT, FIRST PLAT, A SUBDIVISION LYING IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 13 SOUTH, RANGE 24 EAST, IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 13 SOUTH, RANGE 24 EAST; THENCE SOUTH 2 DEGREES 07 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 20 A DISTANCE OF 624.03 FEET TO A POINT; THENCE NORTH 87 DEGREES 52 MINUTES 03 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT I, OLATHE ENTERTAINMENT DISTRICT, FIRST PLAT, THE POINT OF BEGINNING; THENCE NORTH 70 DEGREES 42 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 54.86 FEET TO A POINT; THENCE NORTH 88 DEGREES 17 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 374.59 FEET TO A POINT; THENCE SOUTH 67 DEGREES 03 MINUTES 57 SECONDS EAST A DISTANCE OF 24.74 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 21 DEGREES 23 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 63.63 FEET TO A POINT; THENCE NORTH 88 DEGREES 17 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 41.77 FEET TO A POINT; THENCE NORTH 15 DEGREES 39 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT I A DISTANCE OF 73.58 FEET TO A POINT; THENCE NORTH 88 DEGREES 17 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 37.81 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID LOT I AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 34 DEGREES 06 MINUTES 25 SECONDS, AN ARC DISTANCE OF 220.25 FEET TO A POINT; THENCE SOUTH 57 DEGREES 36 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 201.89 FEET TO A POINT; THENCE SOUTH 11 DEGREES 39 MINUTES 39 SECONDS EAST A DISTANCE OF 39.85 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTH 33 DEGREES 20 MINUTES 21 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 568.40 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE EAST LINE OF SAID LOT 1 AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1307.46 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 56 MINUTES 23 SECONDS, AN ARC DISTANCE OF 363.74 FEET TO A POINT; THENCE SOUTH 49 DEGREES 16 MINUTES 44 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 28.08 FEET TO A POINT; THENCE NORTH 43 DEGREES 00 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 18.01 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE EAST LINE OF SAID LOT 1 AND ALONG A CURVE TO THE RIGHT WHOSE INITIAL TANGENT BEARS SOUTH 46 DEGREES 59 MINUTES 02 SECONDS WEST, HAVING A RADIUS OF 1829.86 FEET, THROUGH A CENTRAL ANGLE OF 2 DEGREES 27 MINUTES 17 SECONDS, AN ARC DISTANCE OF 78.40 FEET TO A POINT; THENCE SOUTH 49 DEGREES 26 MINUTES 19 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 279.29 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 1; THENCE NORTH 85 DEGREES 38 MINUTES 12 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 28.32 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 40 DEGREES 43 MINUTES 16 SECONDS WEST ALONG THE WEST LINE OF SAID LOT I A DISTANCE OF 2.63 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 1 AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 38 DEGREES 35 MINUTES 19 SECONDS, AN ARC DISTANCE OF 94.29 FEET TO A POINT; THENCE NORTH 2 DEGREES 07 MINUTES 57 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE 309.38 FEET TO A POINT;

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "A"
Legal Description

THENCE NORTH 30 DEGREES 12 MINUTES 16 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 28.74 FEET TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 1 AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 54 DEGREES 39 MINUTES 09 SECONDS, AN ARC DISTANCE OF 42.92 FEET TO A POINT; THENCE NORTH 84 DEGREES 51 MINUTES 25 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 46.02 FEET TO A POINT; THENCE NORTH 1 DEGREE 43 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 43.54 FEET TO A POINT; THENCE NORTH 88 DEGREES 16 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 48.63 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 1 AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 49 DEGREES 06 MINUTES 32 SECONDS, AN ARC DISTANCE OF 38.57 FEET TO A POINT; THENCE NORTH 39 DEGREES 10 MINUTES 01 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 30.71 FEET TO A POINT; THENCE NORTH 2 DEGREES 07 MINUTES 57 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 621.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 716,509 SQUARE FEET OR 16.449 ACRES, MORE OR LESS.

AND

TRACT II:

LOT 1, OLATHE ENTERTAINMENT DISTRICT, THIRD PLAT, A SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF RECORDED OCTOBER 5, 2006 IN [BOOK 200610, PAGE 001966](#), EXCEPT ANY PART TAKEN OR USED FOR ROAD PURPOSES.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT 1

RECEIVER'S DEED

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

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

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

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

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

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

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

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

I have hereunto set my hand and seal, this _____ day of _____, 2025.

ARCITERRA BP OLATHE, KS, LLC

By: _____
Allen D. Applbaum, Soley in his Capacity as
Receiver of Seller

STATE OF _____
COUNTY OF _____

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

_____ day of _____, 2025.

(Name)
Notary Public

Return to: _____

EXHIBIT 2

FORM OF FIRPTA

FIRPTA AFFIDAVIT

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

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) for purposes of U.S. income taxation;
2. Seller's U.S. taxpayer identifying number (EIN number) is []; and
3. Seller's address is [].

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

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

SELLER:

[____],
a [_____]

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT 3

RELEASE

Bass Pro Outdoor World, L.L.C. (“**Tenant**”), as tenant under that certain Amended and Restated Retail Lease dated as of November 9, 2005 (the “**Lease**”) by and between MaeGrace, LLC and Tenant, as amended by the First Amendment to Amended and Restated Retail Lease dated as of June 16, 2006 and the Second Amendment to Amended and Restated Retail Lease dated as of July 14, 2008, for itself, its affiliates, agents, successors and assigns (collectively, the “**Releasors**”) hereby fully and irrevocably release and discharge ArciTerra BP Olathe KS, LLC (“**Landlord**”), Allen D. Applbaum, in his capacity as Receiver (the “**Receiver**”), ArciTerra Companies, LLC and related receivership entities under the Orders dated December 21, 2023 and May 6, 2024 appointing the Receiver entered by the United States District Court for the District of Arizona, Case No. 23-CV-02470-PHX-DLR (collectively, the “**Receivership Estates**”), and their affiliates, agents, advisors, professionals, heirs, successors and assigns (collectively, the “**Released Parties**”) from any and all claims, demands, causes of action, damages, liabilities, or losses, whether known or unknown, that the Releasors have or may have against the Released Parties arising out of or related to the Lease or Tenant’s occupation of the property located at 12051 Bass Pro Drive, Olathe, Kansas 66062 (the “**Property**”).

No Future Claims: Releasors acknowledge that this Release includes, but is not limited to, any and all claims arising from the Lease and condition of the Property, the payment of rent, security deposits, the enforcement of the Lease terms, and any other matters related to the tenancy, whether known or unknown, up to and including the date hereof.

No Admission of Liability: This Agreement does not constitute an admission of liability or wrongdoing by the Released Parties and the Released Parties deny any such liability.

Full Settlement: This Agreement constitutes a full and final settlement of any and all claims the Releasors have or may have against the Released Parties with respect to the Lease and Releasors shall not assert or file any claims against Landlord, the Receiver and the Receivership Estates with respect thereto. The Releasors affirm that they have not assigned or transferred any claim or demand against the Released Parties to any other person or entity.

IN WITNESS WHEREOF, the Releasors have executed this Release as of the date first above written.

BASS PRO OUTDOOR WORLD, L.L.C.

Signature: _____

Name: Print Full Name

Date: _____

STATE OF [INSERT])
) SS:
COUNTY OF [INSERT])

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of ____, 2025, by _____, as _____ of Bass Pro Outdoor World, L.L.C. He/She is personally known to me or has produced a driver's license as identification.

Notary Public, State of [INSERT]

Print Name: _____

My Commission Expires: _____

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