

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY  
STATE OF MISSOURI

AEQUUM CAPITAL FINANCIAL II  
LLC, a Delaware limited liability company,  
**Plaintiff(s),**  
v.

**Cause No. 25SL-CC11027**

**Division 3**

COLORART LLC, a North Carolina  
limited liability company; LAS VEGAS  
COLOR GRAPHICS, INC., a Nevada  
Corporation; and ERAN SALU, an  
individual,

**Defendant(s)**

**ORDER APPOINTING RECEIVER**

On October 15, 2025, the Court heard oral argument and ordered an evidentiary hearing on the Emergency Motion for Receivership. The Court's clerk notified the parties of the date and time of October 20, 2025 at 10:30 a.m. This matter came before the Court on the Emergency Motion (the "Motion") of Plaintiff Aequum Capital Financial II LLC ("Aequum"), by and through its counsel, for Appointment of Receiver against Defendants ColorArt LLC ("ColorArt") and Las Vegas Color Graphics, Inc. ("LVCG" and collectively with ColorArt, the "Borrowers"), and Defendant's Motion for Stay on October 20, 2025. The Court heard evidence from 10:30 a.m. until 2:50 p.m. before taking the matter under advisement<sup>1</sup> and the Court having considered the Motion and the Petition<sup>2</sup> thereon and any objections thereto, and finding that there is proper jurisdiction over this matter and proper notice having been provided; the Court finds that the legal prerequisites for the appointment of a receiver have been met; and that the equity will be served by the appointment of a receiver. The Court finds that NMBL Strategies is

<sup>1</sup> The Court advised the parties that the matter needed to be concluded by 1:30 p.m. due to other scheduled matters.

<sup>2</sup> All capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Petition.

qualified to serve as a receiver, and shall sign the necessary Oath. The Bond is determined to be ONE THOUSAND Dollars (\$1,000.00) and the Order shall not be effective until such Bond is in place.

The Court received and entered into evidence Plaintiff's Exhibits A and 1-7 and Defendant's Exhibits A-F. No other exhibits were offered or admitted into evidence and are not considered by the Court.

Therefore, it is hereby the Order of the Court that:

NMBL Strategies is hereby appointed receiver ("Receiver") of and over Borrowers and any and all of their assets (collectively, the "Receivership Assets"), pursuant to Mo. Rev. Stat. § 515.500 *et seq.* (the "Receivership Act") with all of the powers and obligations set forth herein and Mo. R. Civ. P. 62.08, to serve with bond. The Receivership Assets include, without limitation, all Inventory, Equipment, contract rights of Borrowers, all legal and equitable claims of Borrowers, all banking, brokerage and depository accounts of Borrowers, all electronic currency accounts of Borrowers, all Internet payment processor accounts of Borrowers, all accounts receivable of Borrower, and all money, income, earnings and revenue of Borrowers that have arisen or hereafter arise from operation or disposition of the Receivership Assets. Unless otherwise expressly set forth in this or a subsequent Order, the provisions of the MCRA shall control Receivership administration in all instances. The Receiver shall take such action as is in the best interests of Plaintiff and creditors and parties in interest. In addition, and with respect to taking over the affairs of the Borrower:

**A. Definitions, Receivership Property, and Bond.**

1. Definitions. Capitalized terms used in *this* Order and not otherwise defined herein shall have the meanings ascribed to such terms in the Missouri Commercial Receivership Act, Mo. Rev. Stat. § 515.500, *et seq.* Additionally, for purposes of this Order:

(a) The term "Income" means, collectively, all cash, cash on hand, checks, cash equivalents, credit card receipts, demand deposit accounts, bank accounts, cash management or other financial accounts, bank or other deposits, and all other cash collateral (all whether now existing or later arising); current and past-due earnings, revenues, rents, issues and profits, accounts, and accounts receivable (all whether unpaid, accrued, due, or to become due); all claims to rent, issues, profits, income, cash collateral, and all<sup>1</sup> other gross income derived with respect to the Real Property or business operations of the Borrower, regardless of whether earned before or after entry of this Order.

(b) The term "Real Property" means any real property owned or any real property owned or leased by the Borrower.

(c) The term "Receivership" means the estate created pursuant to this Order including all Receivership Property and the interests, rights, powers, and duties of the Receiver and all Parties In Interest relating to Receivership Property.

(d) The term "Receivership Action" means the current action commenced by filing the Verified Petition.

(e) The term "Receivership Property" means and includes any right, title, and interest: of the Borrower, whether legal or equitable, tangible or intangible, in real and personal property, regardless of the manner by which such rights were or are acquired including, without limitation:

(i) All assets, facilities, and offices of the Borrower together with all records, correspondence, and books of account;

(ii) The Real Property;

(iii) All tangible and intangible property used or useable in connection with the operations of the Borrower including, without limitation, equipment, furniture,

insurance premium refunds, insurance proceeds, condemnation awards, utility deposits and deposits of every other kind related thereto, causes of action, drawings, plans, specifications, escrow agreements, and all cash on hand, bank accounts, credit card receipts, bank deposits, security deposits and other cash collateral;

(ii) All Income;

(iii) Any refund or reimbursement of taxes, whether for taxes paid by the Receiver or the Borrower, and whether pertaining to any tax period before or after the entry of this Order, and the right to institute or continue any contest, protest, or appeal of any ad valorem tax or assessment, real estate tax, personal property tax, or other tax or assessment pertaining to the Receivership Property;

(iv) All fixtures, trade fixtures, and tenant improvements of every kind or nature located in or upon or attached to, or used or intended to be used in connection with the operation of the Borrower and any buildings, structures or improvements (to the full extent of the Borrower's interest in such);

(v) All permits, licenses, other contracts, and other intangible property pertaining to the Borrower;

(vi) All trade names and trademarks owned or used by the Borrower;

(vii) All books, records, accounts, and documents that in any way relate to the Borrower, the Real Property, or Income; and

(viii) All other property, estate; right, title and interest as described in the loan documents by and among the Borrower and Plaintiff.

2. Surety Bond. Before entering upon his duties, the Receiver shall execute a bond with one or more sureties approved by the Court in the amount of ONE THOUSAND DOLLARS (\$1,000.00) conditioned that the Receiver will faithfully discharge his duties in accordance with this Court's orders and state law. This bond runs in favor of all persons having an interest in

this Receivership proceeding or Receivership Property and in favor of state agencies.

3. Control of Receivership Property. The Receiver is hereby authorized to immediately enter upon, receive, recover and take complete, entire, and exclusive possession and control of the Receivership Property until further Order of the Court.

4. Turnover of Receivership Property. Pursuant to Mo. Rev. Stat. § 515.550, and upon demand by the Receiver, any person, including the Borrower, shall turn over Receivership Property that is within the possession or control of that person unless otherwise provided for in this Order or ordered by the Court for good cause shown. The Receiver by motion may seek to compel turnover of Receivership Property pursuant to this Order as against any person over which the Court first establishes jurisdiction, unless there exists a bona fide dispute with respect to the existence or nature of the Receiver's possessory interest in the Receivership Property, in which case turnover shall be sought by means of a legal action. In the absence of a bona fide dispute with respect to the Receiver's right to possession of Receivership Property, the failure to relinquish possession and control to the Receiver shall be punishable as a contempt of the Court. Should the Court, after Notice and a Hearing, order the turnover of property to the Receiver, the party against which such order is made shall have the right to deliver a bond executed by such party as principal together with one or more sufficient sureties providing that the principal and each such surety shall each be bound to the Receiver in double the amount of the value of the property to be turned over, should the property not be turned over to the Receiver when such order becomes final. Absent such bond, the property ordered to be turned over to the Receiver shall be immediately turned over to the Receiver within ten (10) days after entry of the Order. Notwithstanding the foregoing, nothing in this Order shall be deemed to change or modify the provisions of Mo. Rev. Stat §

515.550, and in the event of any inconsistency between this Order and such statutory provision, the latter shall control.

**B. General Powers and Duties**

5. Receiver's Powers. The Receiver shall have the usual powers vested, conferred, enjoyed and exercised by receivers as set forth pursuant to Mo. Rev. Stat. § 515.500 et seq., including, without limitation, the following:

(a) To operate the business of the Borrower and manage the Receivership Property;

(b) To incur or pay expenses incidental to the Receiver's preservation and use of Receivership Property, and otherwise in the performance of the Receiver's duties, including the power to pay obligations incurred prior to the Receiver's appointment if and to the extent that payment is determined by the Receiver to be prudent in order to preserve the value of the Receivership Property and the funds used for this purpose are not subject to any lien or right of setoff in favor of a creditor who has not consented to the payment and whose interest is not otherwise adequately protected;

(c) To pay installments of principal and interest due on existing encumbrances on the Real Property, fixtures, machinery and equipment constituting part of the fixed assets of the Receivership Property;

(d) To do all the things which the Borrower may do in the exercise of ordinary business judgment, or in the ordinary course of the operation of the Borrower's business as a going concern or use of the Receivership Property including, without limitation, the purchase and sale of goods or services in the ordinary course of such business, and the incurring and payment of expenses of the business or property in the ordinary course;

(e) To assert any rights, claims, or choses in action of the Borrower, if and to the extent that the rights, claims, or choses in action are themselves property within the scope of the appointment or relate to any Receivership Property, to maintain in the Receiver's name or in the name of the Borrower any action to enforce any right, claim, or chose in action, and to intervene in actions in which the Borrower is a party for the purpose of exercising the powers under this subsection;

(f) To obtain unsecured credit and incur unsecured debt in the ordinary course of business as an administrative expense of the Receiver without further order of this Court.

(g) To intervene in any action in which a Claim is asserted against the Borrower, for the purpose of prosecuting or defending the claim and requesting the transfer of venue of the action to this Court. However, the Court shall not transfer actions in which a state agency is a party and as to which a statute expressly vests jurisdiction or venue elsewhere;

(h) To assert rights, claims, or choses in action of the Receiver arising out of transactions in which the Receiver is a participant;

(i) To seek and obtain advice or instruction from the Court with respect to any course of action with respect to which the Receiver is uncertain in the exercise of the Receiver's powers or the discharge of the Receiver's duties;

(j) To obtain appraisals and environmental reports with respect to Receivership Property;

(k) To compel by subpoena any person to submit to an examination under oath, in the manner of a deposition in accordance with rule 57.03 of the Missouri Rules of

Civil Procedure, with respect to Receivership Property or any other matter that may affect the administration of the Receivership;

(l) To use, sell, or lease property other than in the ordinary course of business pursuant to provisions of this Order or subsequent orders of this Court, and to execute in the Borrower's stead such documents, conveyances, and borrower consents as may be required in connection therewith; and

(m) To assume, reject, or assign executory contracts and unexpired leases pursuant to the provisions of Mo Rev. Stat. § 515.585.

6. Limitation of Receiver's Powers. The Receiver shall not:

(a) Enter into any transactions which are not in the ordinary course of the Receiver's or Borrower's business, or otherwise authorized in this Order, without Court approval;

(b) Pay any pre- Receivership claims without Court approval; and

(c) Without prior Court approval, use or apply any funds held by Plaintiff, including but not limited to reserve funds, without the agreement and approval of Plaintiff, and order of the Court. Such funds, if any, may be used only for the specific purposes for which such agreement and approval was given. Plaintiff's agreement to the use of such funds shall not constitute a waiver of rights with respect to any funds held by Plaintiff.

7. Receiver's Duties. The Receiver shall all duties ascribed to a general receiver pursuant to Mo. Rev. Stat. § 515.500 et seq. including, without limitation, the following duties:

(a) The duty to notify all federal and state taxing and applicable regulatory agencies of the Receiver's appointment in accordance with any applicable laws imposing this

duty, including but not limited to, 26 U.S.C. § 6036;

(b) The duty to comply with state law;

(c) The duty to record as soon as practicable within the land records in any county for which such real property may be situated a notice of *Lis pendens* as provided in section Mo. Rev. Stat. 527.260, together with a certified copy of this Order, together with a legal description of any Real Property within the Receivership Estate herein;

(d) The Receiver shall retain custody of all such records and documents pending the final determination of this proceeding, or until further order of the Court;

(e) The Receiver shall take the steps necessary to place the bank accounts of the Borrower in the name of the Receivership. The Receiver shall immediately enter into discussions with lienholders concerning the use of cash collateral and/or funding for the Receiver's administration and liquidation of Receivership Estate Property and other actions taken in this case, pursuant to a budget as set forth herein; and

(f) Other duties as may be required specifically by statute, court rule, this Order, or by the Court.

8. Tax Returns. The Receiver shall not be responsible for the preparation and filing of any tax returns for Borrower or its affiliates including without limitation income, personal property, commercial activity, gross receipts, sales and use, or other tax returns. To the extent the Receiver undertakes the responsibility of preparing tax returns, Borrower shall provide to the Receiver any information needed to file any such tax returns for the Receivership Property.

9. Appraisals and Environmental Reports. Neither Plaintiff, nor the Receiver shall be obligated to obtain any environmental report, appraisal or other independent valuation of the

Receivership Property unless as otherwise further ordered by this Court.

**C. Borrower's duties and prohibitions**

10. Borrower's Duties. The Borrower shall have all duties ascribed to a Debtor

pursuant to Mo. Rev. Stat§ 515.500, et seq. including, without limitation, the following:

(a) Within fourteen (14) days of the appointment of the Receiver, make available for inspection by the Receiver during normal business hours all information and data required to be filed with the Court pursuant to this Order, in the form and manner the same are maintained in the ordinary course of the Borrower's business;

(b) Assist and cooperate fully with the Receiver in the administration of the Receivership and the discharge of the Receiver's duties, and comply with all orders of this Court;

(c) Supply to the Receiver information necessary to enable the Receiver to complete any schedules or reports that the Receiver may be required to file with the Court, and otherwise assist the Receiver in the completion of such schedules;

(d) Deliver into the Receiver's possession all Receivership Property in the Borrower's possession, custody, or control including, without limitation, all accounts, books (papers, records, and other documents monies, property, books of account, keys, assets) records, documents, rent rolls, bank accounts, access codes, passwords, security deposits, petty cash fund, current aged account receivable/delinquency report, notices of any local, state and federal health, building, or any violations, a list of all litigation by or against the Borrower, list of utilities and utility accounts, equipment, furniture, vehicles and supplies, all existing service contracts, pending bids for contractor work, all insurance policies for the Receivership Property, surveys, site plans, specifications, floor plans, drawings, measurements and the

like, all documents, books and records, computer files and computer equipment, software, management files and passwords needed to access all software and computer files, email account maintained at the on-site management office(s) (and all off-site financial records) including all records relating to the income, operation and management of the Receivership Property, all such other records pertaining to the management of the Receivership Property as may be reasonably required by the Receiver and other personal property in its possession, custody or control pertaining to the Receivership Property; and

(e) Submit to examination by the Receiver, Plaintiff, or by any other person upon order of the Court, under oath, concerning the acts, conduct, property, liabilities, and financial condition of the Borrower or any matter relating to the Receiver's administration of the Receivership.

The Borrower's officers, directors, managers, members, partners, or other individuals exercising or having the power to exercise control over the affairs of the Borrower are subject to the requirements of this section of the Order.

11. Schedules. Within thirty (30) days after the entry of this Order (or as otherwise agreed to by the Receiver and Plaintiff), the Borrower shall file with the Court and submit to the Receiver and Plaintiff, the schedules required pursuant to Mo. Rev. Stat § 515.560 including, without limitation:

(a) A true list of all of the known creditors and applicable regulatory and taxing agencies of the Borrower, including the mailing addresses for each, the amount and nature of their claims, and whether their claims are disputed; and

(b) A true list of all Receivership Property including the estimated liquidation value and location of the property and, if real property, a legal description thereof,

as of the entry of this Order.

12. Prohibitions. Borrower and its agents, servants, employees, representatives and attorneys' officers, directors, managers, members, partners, or other individuals exercising or having the power to exercise control over the affairs of the Borrower are hereby enjoined from:

(a) Collecting or attempting to collect Income and are hereby further directed to deliver to the Receiver all Income which has or may come into its possession; and

(b) Interfering in any way with the Receiver in the performance of his responsibilities and duties.

**D. Budget and Reporting.**

13. Budget. The Receiver shall provide the Court and Plaintiff a proposed budget for a thirty (30) day period within ten (10) days from the date of the entry of this Order, upon which Plaintiff's agreement and approval shall be required (the "30 Day Budget"). The Receiver shall provide a proposed budget for a one hundred eighty (180) day period within a thirty (30) day period from the date of the entry of this Order upon which Plaintiff's agreement and approval shall be required (the "180 Day Budget") together with the 30 Day Budget, the "Budget". Budgets thereafter shall be prepared pursuant to further order of the Court and be subject to Plaintiff's agreement and approval. The Receiver shall operate within the terms of the Budget with revenues from the Receivership Property as may be supplemented by additional funds to be provided by Plaintiff in its sole and absolute discretion.

14. Operating Report. The Receiver is directed to prepare, on or before the last day of the month following the first full month of operation of the Receiver, and thereafter on the last day of each month so long as the Receivership Property shall remain in the Receiver's

possession or care, a full and complete report of the Receiver's operation and financial affairs for the prior month. The monthly operating report shall contain the following: (a) a balance sheet; (b) a statement of income and expenses; (c) a statement of cash receipts and disbursements; (d) a statement of accrued accounts receivable of the Receiver; (e) a statement of accrued rents related to the Real Property; (f) a statement disclosing amounts considered to be uncollectable; (g) a statement of accounts payable of the receiver, including professional fees. Such statement shall list the name of each creditor and the amounts owing and remaining unpaid over thirty (30) days; and (h) a tax disclosure statement, which list post filing taxes due or tax deposits required, the name of the taxing agency, the amount due, the date due, and an explanation for any failure to make payments or deposits. The Receiver shall submit such reports in camera, to the Court and shall serve a copy of each report upon counsel for Plaintiff and upon the Borrower or its attorney of record. Such reports, however, shall be kept confidential.

15. Further Reports and Schedules. Upon further order of the Court, the Receiver shall file such additional schedules, reports of assets, liabilities, or inventories that are necessary and proper. Whenever a list or schedule required pursuant to this Order is not prepared and filed by the Borrower, the Receiver shall prepare and file such list or schedule within a time to be fixed by the Court. The Court may approve reimbursement of the reasonable cost in complying with such order as an administrative expense.

**E. Claims, Defenses.**

16. Assertion of Claims. The Receiver shall use his reasonable efforts to collect the legally enforceable accounts receivable, rents, and other obligations owing to the Borrower.

Pursuant to Mo. Rev. Stat. § 515.595, the Receiver shall bring, or intervene in, an action or actions, if necessary, to collect the obligations, and shall use his efforts to settle and compromise any of the accounts receivable, rents, debts or obligations whenever the Receiver shall deem it advisable to do so, on such terms and conditions as appear to the Receiver to be justifiable, all of which shall be subject to the agreement and approval of Plaintiff. All such actions shall be brought in this Court, unless otherwise so directed or required by law. The Receiver shall not be entitled to settle and/or compromise any causes of action or other claims the Borrower has or may have against Plaintiff or Receiver without Court approval and notice to the Borrower. All such actions shall be brought in this Court, unless otherwise so directed.

**F. Compensation and Employment of Management Personnel and Professionals.**

17. Receiver's Compensation. Receiver shall be compensated at an hourly rate of \$375.00 per hour, plus reimbursement for all reasonable and necessary out of pocket costs and expenses. The costs, fees and expenses of Receiver in connection with the performance of his duties described in this Order, including the costs and expenses of those persons who may be engage or employed by Receiver to assist him in carrying out his duties and obligation, the Receiver is to obtain Plaintiff's prior consent, which consent may be given through Plaintiff's approval of a Budget or otherwise. The Receiver's compensation shall be subject to the Court's review and approval as set forth pursuant to Mo. Rev. Stat. § 515.605.

18. Management Personnel. By this Order, the Receiver is authorized and empowered, without further leave of the Court, to employ any assistants, agents, managers or other persons and entities deemed necessary and proper to assist the Receiver in diligently executing the duties imposed by this Order including, but not limited to, managing, insuring, maintaining, preserving and protecting the Receivership Property that is in the possession or

under the care and control of the Receiver (collectively, the "Management Personnel"), upon such terms and conditions as the Receiver deems just and beneficial to the performance of his duties; provided, however, that any management agreement and the compensation to be paid thereunder shall also be subject to the agreement and approval of Plaintiff, whether through approval of a Budget or otherwise. The Receiver shall pay the Management Personnel such compensation for their services as the Receiver deems to be proper, subject to Plaintiff's agreement and approval. Any such payments, however, which are not in the ordinary course of the Receiver's business, shall also be subject to Court approval.

19. Professionals. The Receiver is authorized and empowered to employ pursuant to Mo. Rev. Stat § 515.605 attorneys, accountants, agents, tax appeal consultants and other professionals (collectively, the "Professionals") as the Receiver may from time to time deem appropriate and on such terms as the Receiver deems appropriate. The Receiver's and Professionals compensation shall be subject to the Court's review and approval in accordance set forth pursuant to Mo. Rev. Stat. §515.605.4. Accordingly, the Professionals shall file with the Court and serve on the parties' periodic requests for the payment of such reasonable compensation.

20. Source of Compensation. The Receiver, Management Personnel and Professionals shall maintain detailed time records reflecting the compensation to be paid. The fees and expenses for the Receiver, Management Personnel, and Professionals shall be paid from the Income of the Borrower. Notwithstanding anything to the contrary contained herein, the fees and expenses paid pursuant to this Order shall be outlined in the Receiver's monthly operating report to the Court.

**G. Abandonment, Sale, Executory Contracts/Unexpired Leases and Surcharge.**

21. Abandonment of Receivership Property. The Receiver or any party to the receivership action upon order to the Court following Notice and a Hearing and upon the

terms and conditions the Court considers just and proper may abandon any Receivership Property that is burdensome to the Receiver or is of inconsequential value or benefit. However, the Receiver may not abandon Receivership Property that is a hazard or potential hazard to the public in contravention of a state statute or rule that is reasonably designed to protect the public health or safety from identified hazards. Property that is abandoned no longer constitutes Receivership Property.

22. Sale of Receivership Property. Pursuant to Mo. Rev. Stat. § 515.645, the Receiver may market and sell all or any portion of the Receivership Property, and the terms and provisions thereof shall govern all sales of Receivership Property unless otherwise ordered by the Court.

23. Executory Contracts and Unexpired Leases. Pursuant to Mo. Rev. Stat. § 515.585, the Receiver may assume, reject or assign any executory contract or unexpired lease of the Borrower upon further order of this Court following Notice and a Hearing, which shall include notice to persons party to the executory contract or unexpired lease to be assumed, rejected, or assigned. The Court may condition assumption, rejection, or assignment of any executory contract or unexpired lease on the terms and conditions the Court believes are just and proper under the particular circumstances of the action and to the extent allowed by applicable law. The Receiver's performance of an executory contract or unexpired lease prior to this Court's authorization of its assumption or rejection shall not constitute an assumption of the executory contract or unexpired lease, or an agreement by the Receiver to assume it, nor otherwise preclude the Receiver thereafter from seeking this Court's authority to reject it. The Receiver may not assign an executory contract or

unexpired lease without assuming it, absent the consent of the other parties to the contract or lease. Nothing in this Order affects the enforceability of anti-assignment prohibitions provided under contract or applicable law.

24. Surcharge. Any secured creditor that is duly perfected under applicable law shall receive the proceeds from the disposition of Receivership Property that secures its Claim. However, the Receiver may recover from Receivership Property secured by a lien or the proceeds thereof the reasonable, necessary expenses of preserving, protecting, or disposing of the Receivership Property to the extent of any benefit to a duly perfected secured creditor. Duly perfected secured Claims shall be paid from the proceeds in accordance with their respective priorities under otherwise applicable law. Notwithstanding the foregoing, expenses incurred during the administration of the Receivership have priority over Plaintiff's secured Claim and any other secured Creditor that consents to the appointment of the Receiver, and the Receiver and any Professionals: employed by the Receiver and all expenses and costs of the Receivership shall be afforded the protections applicable herein pursuant to Mo. Rev. Stat. § 515.625.1(1) and (2).

#### **H. Binding Nature of Orders and Notice**

25. Binding Nature. Creditors and Parties in Interest who are given notice as Provided pursuant to Mo. Rev. Stat. 515.520 and Creditors or persons otherwise appearing and participating in the Receivership are bound by the actions of the Receiver and the orders of this Court relating to the Receivership whether or not the person is a party to the Receivership Action. Notwithstanding the foregoing, should further, other, or additional notice be required pursuant to any provision of Mo. Rev. Stat 515.500 et seq., or any other applicable statute, court rule, or regulation, such notice shall be required to be given in addition

to the notice(s) provided in this paragraph.

26. General Notice of Receivership Action. Pursuant to Mo. Rev. Stat. § 515.520.1, within 15 (fifteen) business days after entry of this Order, the Receiver shall give notice of the appointment to all Parties in Interest including the secretary of state for the State of Missouri, and state and federal taxing authorities. Such notice shall be made by first class mail and proof of service thereof shall be filed by the Court. The content of such notice shall include: (a) the caption reflecting this action; (b) the date this action was filed; (c) the date the Receiver was appointed; the name, address, and contact information of the Receiver; (e) the general description of the Receivership Property; (f) Borrower's name and address and, if known, the name and address of the Borrower's attorney; (g) the Court's address at which pleadings, motions, or other papers may be filed; and (h) a copy of this Order.

27. Publication Notice. Pursuant to Mo. Rev. Stat. § 515.520.2, the Receiver shall also give notice of this Receivership by publication in a newspaper of general circulation in the county or counties in which Receivership Property is known to be located once a week for three consecutive weeks. The first notice shall be published within thirty (30) days after the date of the appointment of the Receiver. The notice of the Receivership shall include the date of appointment of the Receiver, the name of this Court and the action number, and the name and address of the Borrower, the Receiver, and the Receiver's attorney, if any. For purposes of this section, all intangible property included as Receivership Property is deemed to be located in the county in which the Borrower maintains its principal administrative offices.

28. Borrower Cooperation. Borrower shall cooperate with all reasonable requests for information from the receiver for purposes of assisting the Receiver in providing notice required by this Order. The failure of the Borrower to cooperate with any

reasonable request for information may be punished as a contempt of court.

**II. Term, Termination, and Final Accounting.**

29. Termination. This Receivership shall continue until further Order of the Court.

30. Removal of the Receiver. The Receiver can be removed in the Court's equitable discretion upon a motion for cause. The Receiver may resign upon thirty (30) days written notice or sooner upon a motion for cause. If the Receiver is removed or resigns, a successor receiver can be appointed by further order of the Court.

31. Immediately upon termination of the Receivership, the Receiver shall turn over to Plaintiff or its designee (including any property manager), all of the Receivership Property that Plaintiff asserts a valid security interest or lien in unless otherwise ordered by the Court. All such other Receivership Property shall be turned over as further directed by the Court.

32. Neither the termination of the Receivership nor the Receiver's removal or resignation will discharge the Receiver or the Receiver's bond.

33. The Receiver shall submit a final accounting (with copies to counsel for the Plaintiff and upon the Borrower or its attorney of record) for approval by the Court within thirty (30) days after the termination of the Receivership or the Receiver's removal or the Receiver's resignation.

34. Only after the Court approves the Receiver's final accounting may the Receiver be discharged and the Receiver's bond be cancelled.

**J. Modification of this Order and Supplementation by Missouri Commercial Receivership Act.**

35. The Court shall modify this Order as it deems appropriate, including as to the proper amount of the Bond required of the Receiver.

36. The Receiver, during the pendency of this action, shall have the right to apply to this Court for further instructions or directions. Further, this Order is without prejudice to (i) any Party in Interest or the Receiver, during the pendency of this action, seeking modification of this Order; or (ii) any party opposing such modification. To the extent that a party seeks to modify this Order, such party must provide reasonable notice to Plaintiff, Borrower, and the Receiver. The party seeking modification shall have the burden of proof with respect to the same.

Cc: Notification to all attorneys of record via the Court's e-filing system

**SO ORDERED:**



Judge Division 3  
October 29, 2025