

2. In his capacity as Receiver for Premier Global Corporation ("Premier Global") the Receiver upon his appointment became the holder of 1,500,000 shares in a privately held entity known as AllTrades Industrial Properties, Inc. ("AllTrades"). AllTrades is a Texas company that operates as a developer and general contractor in the business of constructing for one or more affiliates certain industrial commercial sites designed to serve multiple types of business entities including those working in the construction trades. Specifically, AllTrades builds combination office, storage, and shop space designed to provide tenant business entities with centralized, high quality premises in which to operate and which is in close proximity to other business entities occupying space in the same AllTrades office industrial facility. The entirety of AllTrades revenue is derived from development, construction and related fees. AllTrades does not own the sites at which it builds industrial commercial buildings and consequently receives no rental or other income.

3. During and after the COVID-19 pandemic, the construction business in which AllTrades operates declined. Its rebound has been slow. As of the date hereof, AllTrades carries liabilities substantially in excess of its assets. AllTrades revenues also remain limited, and no new construction projects have been initiated in over twelve (12) months, resulting in a reduction or elimination of ongoing income.

4. In support of the Receiver's evaluation, the Receiver has obtained certain financial and other information from AllTrades.

5. In order to address the present situation, AllTrades has determined to undergo a so-called "F" reorganization. An "F" reorganization is a tax-free corporate restructuring that draws its name from section 368(a)(1) of the Internal Revenue Code. Pursuant to an F reorganization, a firm undergoes a change in corporate identity, form, or location, and the process serves as a

common vehicle for companies, such as AllTrades, that are preparing for a merger or acquisition or when buying or selling a division or component of a company.

6. In the case involving AllTrades, the F reorganization is being undertaken for the purpose of preparing for a merger or acquisition. Specifically, in November 2024, AllTrades shareholders, including Premier Global and DDI Advisory, by and through the Receiver, traded their shares in AllTrades for a pro rata portion of the outstanding shares in a holding company (the "Step 1 Transaction"), known as AllTrades Industrial Properties, LLC ("HoldCo"). Holdco has no debt and its only asset is the stock in AllTrades and so the transaction had little to no financial impact. As is necessary for purposes of the F reorganization, 100% of stockholders were required to the Step 1 Transaction in order to proceed with the F reorganization.

7. Shortly, an additional transaction will be necessary pursuant to which each of the shareholders in HoldCo will be required to swap their HoldCo stock for stock in a newly formed Delaware limited partnership ("Step 2 Transaction") called AIP OP, LP ("DelCo"). DelCo has a number of classes of stock, each with similar financial rights. The separate classes of stock are or were created for the purpose of managing the appropriate exchange ratios of the various other persons or entities who are or will soon become shareholders in DelCo.

8. Once the Step 2 Transaction is complete, DelCo stockholders will receive the right to swap their shares in exchange of shares in a Canadian publicly traded company ("Step 3 Transaction") called AIP Realty Trust ("CanCo"). At the point of such swaps, trades become taxable. However, after the swap into CanCo, a lockout period will commence pursuant to which no CanCo shareholder will be able to sell any stock for a period of twelve (12) months. After the initial 12 month period, shareholders will be permitted to sell up to twenty five percent (25%) of

their stock each year for four (4) years. At the conclusion of the foregoing 5-year lockout period, stock becomes freely tradeable.

9. There are a number of reasons the F reorganization, culminating in a 5 year lockout period promises to become a burden to the estate. First, AllTrades stock and now the HoldCo stock appear to have little to no value in that the assets of those companies are exceeded by liabilities accumulated at the AllTrades level.

10. Second, there is no way of knowing at present what, if any, value will accrue to the stock over time.

11. Third, there are carrying costs, including delayed administration of the Receivership estate, ongoing legal and other fees, that will accumulate during the lockout period that may exceed the value of the stock ultimately acquired in CanCo.

12. A non-stockholder employee of AllTrades is interested in acquiring the Premier Global stock for \$10,000. The Receiver seeks permission to accept this offer.

13. The Receiver by this Motion is seeking authority to sell the AllTrades/Holdco/DelCo stock (depending on which exists at the time of an entry of an order on this Motion for \$10,000.00. The Receiver is not seeking to sell the DDI shares at this time in deference to the potential objection that might be made by Mr. Dean to any sales of estate assets by the Receiver. The buyer is also interested in purchase the AllTrades stock held in DDIA's name. The Receiver has contacted Richard Dean to obtain his position on the sale of DDIA stock and whether he has any additional insights on the AllTrades Stock.

14. Time is of the essence. The lockout period is projected to commence on the earlier of a planned and pending consummation of a CanCo financing or before December 31, 2024. The Receiver has only recently learned of the full scope of the F reorganization efforts and is seeking

by this Motion to divest the estate of the stock held by Premier Global before the lockout period begins.

15. To the extent not already provided for in the Preliminary Order and the Final Order, the Receiver seeks authority of the Court to execute such bills of sale, transfers of title, or other related documents which are reasonably necessary to consummate and close the sales of the Personal Property including, without limitation, a stock purchase agreement substantially in the form attached hereto as **Exhibit A**.

RELIEF REQUESTED

16. By this Motion the Receiver requests an Order:
- a. Granting the Motion;
 - b. Authorizing the Receiver to sell the AllTrades stock, HoldCo stock and/or the DelCo stock for the cash purchase price of \$10,000; and
 - c. Authorizing the Receiver to execute such stock purchase agreements, bills of sale, or other related documents to consummate the foregoing stock sale.

(the "Requested Relief").

BASIS FOR RELIEF

17. Pursuant to the Receivership Order, the Receiver is authorized to sell the Personal Property, which permits the Receiver, on behalf of the Estate, to "use, sell, or lease property other than in the ordinary course of business pursuant to the provisions of this Order." Additionally, under Oklahoma law "[t]he receiver has, under the control of the court, power . . . to take and keep possession of the property . . . to make transfers, and generally to do such acts respecting the property as the courts may authorize." 12 Okl. St. Ann. § 1554. Thus, this Court may authorize the sale of the Personal Property.

18. The Receiver will soon be inhibited from selling the stock at issue due to the commencement of a lockout period, at which point the stock will become unsaleable for and

extended period of time. During the lockout period, the stock will have no, or reduced value to the estate insofar as it cannot be sold except in limited increments over a period of years.

WHEREFORE, the Receiver requests the Court enter an Order granting the Requested Relief and grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

By: /s/ Hilary Allen

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Oklahoma City, Oklahoma 73114
Phone: 405-844-9900Bell
Facsimile: 405-844-9958
Email: hallen@spencerfane.com
Attorney for the Receiver

CERTIFICATE OF SERVICE

I hereby certify that on the 15th of November 2024, a true and correct copy of the above and foregoing was sent electronically to all parties requesting electronic notice and mailed to the parties who have mailing addresses and have entered an appearance.

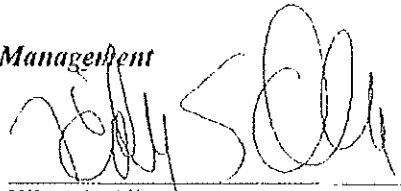
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Hilary S. Allen

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement ("Agreement") dated as of November, 2024 by and between Premier Global Corporation, ("Seller"), a Kansas Corporation and Katharine Tholking ("Seller"), an individual residing in the State of Texas.

RECITALS

Seller owns 1,500,000 shares of \$0.0001 par value Common Stock ("Shares") of AllTrades Industrial Properties, Inc., a Texas Corporation ("AllTrades");

Purchaser wishes to purchase, and Seller wishes to sell the AllTrades Shares listed in Exhibit "A" upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties made in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

PURCHASE AND SALE OF SHARES; CLOSING.

Shares. Subject to the terms and conditions of this Agreement, at Closing (as defined below), Seller shall sell and transfer the Shares to Purchaser, and Purchaser shall purchase the Shares from Seller.

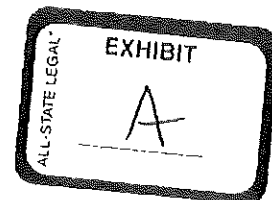
Purchase Price and Payment Terms.

Purchase Price. Seller agrees to sell, assign, grant, transfer, convey and set over onto Purchaser and Purchaser agrees to purchase and accept from Seller, all of Seller's right, title and interest in the Shares for the total purchase price ("Purchase Price") of Ten Thousand Five Hundred Dollars (\$10,000) on the terms and subject to the conditions set forth in this agreement.

Payment Terms. The Purchase Price shall be paid in cash at Closing.

Closing.

Time and Place. The Closing ("Closing") shall take place at such time and place as mutually agreed upon by Purchaser and Seller. At Closing, Purchaser shall pay Seller in the amount described in Section 1.2.a. Simultaneously, Seller shall sell, assign, grant, transfer, convey and set over onto Purchaser the Shares referenced in Section 1.2.a held by Seller, good and valid title in and to the Shares, free



and clear of any and all security interests, pledges, liens and encumbrances of any kind, other than restrictions imposed under law or the Articles of Incorporation or Bylaws of AllTrades, by delivering to Purchaser a duly executed stock power through the "Transfer Section" of the AllTrades Shares as referenced in Exhibit "A").

Further Assurances. At Closing and from time to time thereafter, each party shall execute such additional instruments and take such other action as the other party may reasonably request in order to more effectively sell, transfer and assign the Shares to Purchaser, and to confirm Purchaser's title to the Shares, and shall execute any and all other documents, endorsements, releases, satisfactions and other instruments and other documents and to take such other action or corporate proceedings as may be reasonably necessary or desirable to carry out this Agreement in accordance with its terms, provisions and conditions.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.

Seller represents and warrants to Purchaser as follows as of the date of this Agreement, unless otherwise noted below, and as of Closing, and such representations and warranties of Seller shall survive Closing or termination of this Agreement, that Seller is the record owner and holder of the Shares and shall continue to own the Shares until the delivery of the Shares to Purchaser at Closing. All of the Shares are owned free and clear of all liens, encumbrances, charges and assessments of every nature and subject to no restrictions with respect to transferability, other than restrictions imposed under law or the Articles of Incorporation or Bylaws of AllTrades. Seller has full power and authority to assign and transfer the Shares to Purchaser in accordance with the terms of this Agreement. Seller has obtained all necessary approvals and authorizations to enter into this Agreement and to sell the Shares. Neither the execution and delivery of this Agreement nor compliance with the terms of this Agreement shall cause Seller to breach any statute or regulation of any governmental authority.

GENERAL PROVISIONS.

Notices. All notices, requests, demands, and other communications under this Agreement shall be deemed to have been duly given, upon actual delivery, if delivered by hand; or upon receipt by the addressee, if given by mail (certified mail - return receipt requested with postage prepaid is required for notice by mail); or upon receipt by the addressee, if by private courier; to the addresses provided below. The place to which notice is to be given may be changed by notice in accordance with this Section 6.2.

Entire Agreement and Modification. This Agreement embodies the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, written or oral, express or implied and all negotiations, discussions or other matters between the parties and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for in this Agreement. This Agreement may not be amended except by written agreement between the parties.

Counterparts. This Agreement may be executed in two (2) or more partially or fully executed counterparts, each of which shall be deemed an original and shall bind the signatory, but all of which together shall constitute but one and the same instrument.

Headings. The headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

Governing Law. This Agreement shall be governed by the laws of the State of Texas.

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

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

PREMIER GLOBAL CORPORATION

By: _____

BUYER:

KATHARINE THOLKING

By: _____

Exhibit ("A")

Stock Certificate No.: 13
Premier Global Corporation
1,500,000 shares of \$0.0001 par value Common Stock
Dated: April 22, 2019



SpencerFane

RECEIVED: OKLAHOMA CITY OK 730
OKLAHOMA DEPT. OF SECURITIES
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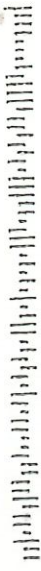


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Oklahoma Department of Securities
204 North Robinson, Suite 400
Oklahoma City, Oklahoma 73102



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