

1 Kenneth C. Edstrom (Ariz. No. 031944)
2 Alexander J. Beeby (*pro hac* Oct. 17, 2023)
3 Sapiaientia Law Group PLLC
4 120 South 6th Street, Suite 100
5 Minneapolis, MN 55402
6 Email: kene@sapiaientialaw.com
7 alexb@sapiaientialaw.com
8 Telephone: (612) 756-7018
9 Fax: (612) 756-7101

10 Attorneys for Michael Kuntz and
11 National Sports Opportunity Partners LLC

12 **UNITED STATES BANKRUPTCY COURT**
13 **DISTRICT OF ARIZONA**

14 In re:
15 LEGACY CARES, INC.
16 Debtor.

17 Chapter 11
18 Case No. 2:23-02832-DPC

19 **DECLARATION OF**
20 **MICHAEL R. KUNTZ**
21 **IN SUPPORT OF**
22 **NSOP RESPONSE TO**
23 **CLARIFICATION MOTION**

24 I, Michael R. Kuntz, pursuant to 28 U.S.C. § 1746, declare as follows:

- 25 1. I am a resident of Grand Forks County, North Dakota, and am over the age of
26 eighteen.
- 27 2. I am the sole owner and manager of National Sports Opportunity Partners LLC
28 (“NSOP”).
3. I make this declaration from personal knowledge.

1 4. In the summer of 2021, Legacy Sports USA, Inc. (“Legacy Sports”) asked me to
2 provide financial support for the sports park until recently operated by Debtor (the
3 “Park”).
4

5 5. I provided this support through NSOP, which is an entity I established for the
6 purpose of investing in and supporting the success of the Park.
7

8 6. Among other types of support, NSOP agreed to provide certain temporary canopy
9 structures and equipment for use by the Park under lease agreements, including:
10 transportation carts, a shade structure to cover the pickleball stadium, covered structures
11 for VIP suites at the soccer stadium, a shade structure for the baseball and softball quad,
12 and a hospitality tent at the Great Lawn.
13

14 7. As with the other structures and equipment, NSOP provided the pickleball shade
15 structure to the Park pursuant to a lease agreement (the “Pickleball Lease”) with Legacy
16 Sports, as the Park’s management company, a true and correct copy of which is attached
17 as **Exhibit A**.
18

19 8. Pursuant to the Pickleball Lease, NSOP purchased and installed a 11,800 square-
20 foot (120’ x 99’) shade structure (the “Canopy”) to cover the Park’s championship
21 pickleball court and its bleacher seating.
22

23 9. The Canopy is a shade structure that can be disassembled, moved, and
24 reassembled—it is essentially a very large, engineered commercial version of the type of
25 car-port type structure. The particular structure used at the Park had been used in prior
26 locations, including at one time to cover the prototype Boeing Dreamliner in Washington
27 state.
28

1 10. As with the other leased structures, to ensure the Canopy is safe and meets design
2 codes by Maricopa County, it is engineered and bolted to concrete mountings, as
3 provided for in the Pickleball Lease and permitted.
4

5 11. As this canopy structure was used to cover a competition court, this structure was
6 equipped with sports lighting for extended nighttime and competition use under the cover
7 and protection from the direct sun light.
8

9 12. To comply with local fire-code requirements, the Canopy was required to be fully
10 sprinklered and connected to the facilities' fire protection system due to the assembly
11 nature, number of spectators, and bleacher seating installed underneath the canopy.
12

13 13. The Pickleball Lease provides for NSOP to retain full ownership of the Canopy
14 and for the Canopy to be dismantled and returned at the end of the Pickleball Lease.
15

16 14. When Debtor cancelled its contract with Legacy Sports and filed its bankruptcy
17 petition, I agreed to forego pursuing relief from the automatic stay to recover the Canopy
18 in exchange for adequate protection payments authorized by the Court.
19

20 15. In September of 2023, Michael Burke ("Burke"), of Burke Operating Partners,
21 approached me about his desire to purchase NSOP's structures and equipment that had
22 been subject to NSOP's leases to Legacy Sports, including the Canopy.
23

24 16. On Wednesday, September 27, 2023, I met with Burke, his attorneys, and the
25 bankruptcy team of attorneys over zoom to discuss his interest in NSOP's assets and sent
26 him a follow-up email, through his attorneys, with background information about the
27 assets, including a copy of the Pickleball Lease and a reminder that the Canopy was a
28 key naming opportunity providing the Park \$750,000 in marketing revenue through a

1 naming rights package with Talking Stick. A true and correct copy of this email (without
2 attachments) is attached as **Exhibit B**.

3
4 17. On October 5, 2023, Burke, through counsel, sent me a proposal to include the
5 purchase of NSOP's assets in Burke's purchase agreement with Debtor (the "Bankruptcy
6 Purchase Agreement"). The proposal included proposed language to be inserted in the
7 Bankruptcy Purchase Agreement, which would include the purchase from NSOP of
8 NSOP's property, explicitly including all assets leased by NSOP to Legacy Sports as an
9 "Other Condition." A true and correct copy of this email proposal, with attachment, is
10 attached as **Exhibit C**.

11
12
13 18. On October 6, 2023, Burke's counsel followed up with an email providing an
14 item-by-item breakdown of Burke's offer to purchase NSOP's leased assets, which
15 attached a spreadsheet that includes the Canopy as one of the assets owned by NSOP and
16 proposed to be purchased by Burke. A true and correct copy of this email, with
17 attachment (without additional prior email string) is attached as **Exhibit D**.

18
19 19. Burke and I continued to negotiate through October and into November, both
20 directly and through counsel, in an attempt to reach an agreement for Burke's purchase
21 of NSOP's assets, including the Canopy, which was identified as item "#2" in these
22 negotiations. A true and correct excerpt of two emails from these negotiations, dated
23 November 3, 2023, are attached as **Exhibit E**, which show the Canopy as item "#2" and
24 Burke's insistence at the time that items #1–#5 all be included in a purchase of NSOP's
25 assets by Burke.
26
27
28

1 20. By November 18, 2023, negotiations for the purchase of NSOP's assets proved
2 unsuccessful, and Burke emailed me that, while he was still interested in trying to reach
3 an agreement to purchase the Canopy, he was okay with NSOP taking down and
4 collecting all assets, including the Canopy if an agreement could not be reached. Burke
5 further insisted that the assets "be collected immediately following closing" and
6 requested a timeline for that removal. A true and correct excerpt of this and other emails,
7 dated November 18–29, 2023, regarding coordination of NSOP's retrieval of NSOP's
8 assets is attached as **Exhibit F**.

11 21. As part of my correspondence with Burke regarding removal of NSOP's property,
12 I explained, on November 29, 2023, that the Canopy would take a couple of weeks and
13 would be disruptive, due to the removal crew's need to remove fencing, fire protection,
14 and electrical and relocate bleachers for the removal. In response, Burke instructed me to
15 coordinate with other individuals more directly involved with the Park's operations. A
16 true and correct excerpt of these emails are included in Exhibit F.

19 22. Through December and most of January, I continued to coordinate with Burke
20 and, at his direction, people on the ground at the Park to retrieve NSOP's assets. At their
21 request, I provided a detailed removal plan for the Canopy and a similar baseball/softball
22 shade structure on December 22, 2023. On January 4, 2024, Hoby Gall, of Elite Sports,
23 responded with approval of the schedule for removal of the baseball/softball structure
24 while noting that "[t]he Pickleball canopy is still TBD." A true and correct copy of email
25 exchanges dated December 22, 2023, to January 26, 2024, regarding removal of these
26 NSOP assets is attached as **Exhibit G**.

1 23. Burke allowed NSOP to retrieve all of the other assets NSOP had leased to the
2 Park through Legacy Sports, including all the engineered structures bolted to the ground,
3 including the baseball structure, the softball structure, the (3) soccer VIP suite structures,
4 and the hospitality tent.
5

6 24. On January 26, 2024, Burke notified me for the first time that he would not allow
7 NSOP to recover the Canopy. A true and correct copy of the email chain including
8 Burke's notice is included in Exhibit G.
9

10 25. I subsequently learned that Burke is suddenly claiming that he purchased the
11 Canopy from Debtor as part of the bankruptcy sale—contradicting all of his prior
12 communications.
13

14 26. The cost for Burke to replace the Canopy would be approximately \$886,500,
15 which I believe is why Burke is attempting to get the canopy for free.
16

17 27. If I had any reason to believe that Burke would try to use Debtor's bankruptcy sale
18 to take ownership of the Canopy from NSOP, I would have objected at every stage of the
19 process.
20

21 28. However, based on the language of the Pickleball Lease, Debtor's position in the
22 bankruptcy case, the filings in the bankruptcy case, all the correspondence between the
23 bankruptcy attorneys, the Miller-Buckfire team, and Burke's own representations, I
24 believe it was clearly understood by everyone involved that the Canopy was NSOP's
25 asset, that it was not property of Debtor subject to potential sale by Debtor, and that it
26 was not included in the bankruptcy sale.
27
28

1 29.Until January 26, 2024, when Burke suddenly prohibited NSOP from retrieving
2 the Canopy, no one gave any reason to question this understanding.

3
4 30.Burke has exercised the Court in this manner to stall the removal so he could
5 continue to use the Canopy for his benefit in hosting the Professional Pickleball
6 Associations tour event which just concluded this past week (Feb 20 to 25th). Burke
7 continues to market on his website and enjoys the benefit of additional revenues from a
8 covered pickleball experience while NSOP has received no additional rental payments.
9
10 Provided below is a true and correct copy of an image I copied from the Park's website.



16 31.Further Burke has impacted NSOP's ability to have the Canopy reclaimed and
17 resold to another location, evidenced by the email exchange between Burke and others
18 below. NSOP has provided a reasonable and less than market value proposal to Burke for
19 resolution, but now has been impacted by the loss of an opportunity to resell the Canopy
20 through Burke's delays. Provided below is a true and correct copy of a screenshot of an
21 email from Vision Building Systems, the removal company, to counsel for Burke, dated
22 January 30, 2024.
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RE: Pickleball / Baseball - removal access plan



Darcy Dahlem <ddahlem@visionbuildingsystems.com>
To: Suzuki, Bryce; Mike Kuntz; Mark Fredrich; Charmaine Dela Cruz; Kiana Cleveland; Hoby Gall
Cc: Michael Burke; Jon Ma

🗨️ Reply 🗨️ Reply All ➔ Forward ⋮

Tue 1/30/2024 2:46 PM

You replied to this message on 1/30/2024 2:51 PM.

Sorry you are wrong. The structure is "affixed to ground and designed to be unbolted and relocated". Ive been doing this for 24 years and we have gone the legal route many times before. Reclamation of removable assets is a common occurrence in our business. Plus, you just let our crews on site last week to dismantle and reclaim 5 additional structures of similar design, exactly under the same ownership, agreements, and management of your facility. I would call that a precedence.

As of COB tomorrow you will impact our ability to meet timelines and perform on our upcoming project. I suggest we work out the purchase agreement of the existing structure. Expediting the replacement structure to be manufactured after tomorrow will cost \$886,500.00.

You can agree to purchase this structure "where is as is" as it sits on site currently today for \$600,000.00 plus any applicable taxes. You can pay this amount monthly over the next 180 days, \$100,000 plus tax per month.

This proposal intent is to provide a quick and fair resolution at what we would consider a fair market value price for the transfer of the asset. A Where is as is purchase agreement and transfer can be provided in short order. In turn we will agree to warranty the structure upon execution of the agreement. The warranty is pro rata for 20 years for the membrane.

Please advise your direction.

Best Regards,

Darcy Dahlem
Principal
Cell: (702) 498-9232
Office: (702) 222-4012
www.visionbuildingsystems.com

From: Suzuki, Bryce <bsuzuki@swlaw.com>
Sent: Tuesday, January 30, 2024 12:10 PM
To: Darcy Dahlem <ddahlem@visionbuildingsystems.com>; Mike Kuntz <mike@risedesigngrp.com>; Mark Fredrich <mfredrich@visionbuildingsystems.com>; Charmaine Dela Cruz <cdelacruz@visionbuildingsystems.com>; Kiana Cleveland <kcleveland@visionbuildingsystems.com>; Hoby Gall <hobyg@elitesportsaz.com>
Cc: Michael Burke <mburke@azgrounds.com>; Jon Ma <jma@azgrounds.com>
Subject: RE: Pickleball / Baseball - removal access plan

This law firm represents AZ Athletic Associates LLC ("AZAA") with respect to post-acquisition matters relating to the 320-acre sports and entertainment complex known as Arizona Athletic Grounds at Mesa Campus ("AAC") (f/k/a Lejac Park. f/k/a Bell Bank Park). I was forwarded the email below, and in light of the (arbitrarily) tight timeline for a response, I am writing to

32. Accordingly, I respectfully ask the Court to reject Burke's attempt to retroactively rewrite the bankruptcy sale to include NSOP's Canopy and to consider the damages suffered by Burke's actions to try to convert my property.

I HEREBY DECLARE under penalty of perjury that the foregoing declaration is true and correct.

Executed: February 27, 2024

Michael R. Kuntz



Exhibit A

LEASE 7-12-21

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RE: LEGACY – PICKLEBALL CHAMPIONSHIP COURT

Date: July 12, 2021

Name: Legacy Sports USA LLC.
Address: 6321 S. Ellsworth Road
Mesa, AZ 85212

Contact Person: Chad Miller
Phone Number: 480-296-3378
Email: chadm@legacysportsusa.com

Lease Agreement between the following parties:

Lessor: National Sports Opportunity Partners LLC.

Lessee: Legacy Sports USA LLC.

Features: Engineering of Structure – City of Mesa - Permitting

- Structural and foundation engineering, wet-stamped, site specific

Total One-Time Expense Cost:

\$13,000.00 (included below in financing)

Features: 11,880 sq. ft. Pickleball Championship Court Shade Structure (120' x 99') (the “Structure”)

- NFPA 701 approved fabric cover with tensioning and tie down system and engineered structural steel framework including anti-corrosive coating; Color: White Roof / printed mesh site panels.
- Engineered foundation grade beam system.
- Open air, open ended structure.
- Fabric termination materials throughout the structure
- Power and Communication panels by Lessee.
- Lighting branch circuits, and general illumination RGBW fixtures included.
- Sports lighting by Lessee.
- Power and low voltage distribution by Lessee.
- All work will be performed by a licensed electrician.
- Fire protection and water line are not included herein.

Payment Terms and Schedule:

Deposit: \$0 (financed)

Lease Term: 60-Month Minimum Term (commences 1/1/2022)

Monthly Payments: *\$12,868.00/Month* (taxes are not included)

Month-to-Month Option Thereafter: Provided all monthly lease payments have been made on time or in advance, after the 60-month term, the Lessee has the option to continue to lease on a month-to-month basis, for an additional 24-months at same rate of \$12,868.00/Month.

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Purchase Option:

Lessee may elect to purchase the structure after the initial lease term. Purchase price shall be at fair market value, which shall be determined and agreed upon by both the Lessor and the Lessee.

Mobilization

Shown as Deposit Above

Lessor to provide:

- Shipping and handling of materials to site
- Full installation services by a certified install crew, including all labor costs, associated expenses, specialty hand tools and rental equipment required to perform the installation.
 - If there is a project delay due to no fault of Lessor (i.e. weather, COVID-19 restrictions, etc.) Lease payment may be adjusted to reflect site delays for recovery of these delay costs.
 - The certified installer shall be required to maintain insurance coverage of the type and amounts acceptable to the Lessee while working on site. The installer may be required to participate in the OCIP insurance program.

De-mobilization

To be negotiated at lease end

- Shipping and handling of materials FOB VBS yard at the end of the lease term
- Full dismantle services at the end of the lease term by a certified install crew, including all labor costs, associated expenses, specialty hand tools and rental equipment required to perform the installation.

Payment Terms:

- 100% of Engineering Services (\$13,000.00) will be due and owing upon the return of the signed contract.
- Deposit (\$0.00) will be due and owing upon approval of permit engineering.
- Monthly Lease Term commences upon loading materials for transportation to site. First Month's Lease Payment (\$12,868.00; applicable taxes are included) will be due and owing when materials arrival to site. Monthly lease payments will due and owing 30-days following thereafter.
 - Payments Commence 1/1/2022 monthly and run through 12/31/2026.
- If this lease contract continues on a month-to-month basis, the monthly lease payments will be due and owing thereafter (Month 61)
- 100% of Demobilization (amount TBD) will be due and owing upon substantial completion of dismantle at the end of the lease term

Customer Obligations

- a) Lessee is responsible to provide insurance coverage of the leased Structure as part of the overall facility and site buildings associated within the park, for the duration of the lease and any extensions.

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- b) Lessee is responsible for all permits and/or licenses that may be required and renewal thereof (if not specified in proposal).
- c) Lessee must clearly identify the location of all underground facilities at the Project site.
- d) Lessee must ensure that any applied loads on roof system are reviewed and capable of supporting reactions.
- e) Lessee is responsible for garbage and debris dumpsters.
- f) Lessee is responsible to pay the wage differential between Prevailing and/or Union Wages if required by law and the schedule of wages (if applicable).
- g) Lessee is responsible to pay for any third-party special inspections (if applicable).
- h) Lessee must insure 20 ft. clearance access on all sides of structure. If access to work is less than 20 ft. clear on all sides of building, additional installation charges may apply.
- i) Lessee is responsible to pay for dismantle and return of structure upon lease term.

- j) Lessee agrees to give Lessor 30 days advance notice if Lessee elects to have the lease term expire at the end of the term. Without notice, at the end of the lease term the lease will extend on a month-to-month basis with lease payments due and owing on the first of each month at the base terms and conditions of this lease agreement.
- k) Lessee has the option to continue on a month-to-month basis following the initial (36) month minimum lease term as described within the Payment Terms and Schedule clause
- l) Lessee's general contractor to have site / access ready for installation to commence 10/25/2021.

Legacy Sports USA LLC. (Lessee)

**National Sports Opportunity Partners llc.
(or its' assignee) (Lessor)**

Signature: 

By: Chad Miller

Title: Chief Executive Officer

Date: August 18, 2021

Signature: 

By: Michael Kuntz

Title: Managing Member

Date: _____

**THANK YOU!
Quote is Valid for 30 Days**

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Lease Terms and Conditions

1. **Delivery, Acceptance and Return of Structure:** Unless Lessee notifies Lessor of any defect within 48 hours after installation is complete, Lessee shall be conclusively deemed to have unconditionally accepted the Structure. At the end of the lease term or extended lease term, Lessee agrees to return the Structure in good condition and to pay Lessor for all repairs at Lessor's costs plus fifteen percent. Lessee agrees to pay for all dismantling costs and the shipping cost back to the point of origin.
2. **Title:** Lessee understands and agrees that Lessor retains sole title to the Structure during use and occupancy by Lessee. Lessee agrees that the lease may be assigned or pledged as security by Lessor and that this lease shall remain valid and enforceable in the event the title or Lesseeship of the lease changes during the lease period Lessee agrees to immediately remove any liens or encumbrances to be placed on the Structure other than by the Lessor or Lessor's assigns.
3. **Location, Use and Dismantlement of Structure:** Lessee shall not remove the Structure from the jobsite location defined as the place of delivery without the prior written consent of the Lessor. Lessee shall not part with possession or control of the structure or attempt to sell, pledge, and mortgage or otherwise encumber the structure or equipment contained therein. Lessee agrees to assume responsibility for all underground pipes, wires and similar obstructions, to show the installing crew where they are located and to indemnify, hold harmless and defend Lessee from the same. In the event that the installation requires the leased structure to go over or against existing structures whether permanent or temporary (for example trees or shrubbery), Lessee agrees indemnify, hold harmless and defend Lessor from any and all damages, except in the case of Lessor's own negligence. Prior to the time set for the dismantlement and removal of the Structure, Lessee shall remove, at its expense, all personal property owned by Lessee and third parties, and if Lessee fails to do so in a timely fashion, Lessor shall not be liable for any damage to, or loss of, such personal property.
4. **Lessor's Liability:** No representations, warranties or agreements, oral or written, express or implied, have been made by either party hereto with respect to this Agreement or the Structure, except as expressly provided herein and at the time of completion. Project Manuals will include manufacturer warranty information relative to the structure and the roof / wall enclosure materials. In the event of any breach of this Agreement by Lessor, Lessee's sole and exclusive remedy shall be the refund of the rental price paid, or that portion of the rental price as may represent Lessee's damages. Lessor shall not be liable for any incidental or consequential damages arising from Lessor's breach.
5. **Taxes:** In addition to the rent to be paid by Lessee hereunder, Lessee shall be liable and responsible for (as part of the lease terms) and shall promptly pay all taxes, assessments and other governmental charges which may now or hereafter be imposed upon the Lesseeship, leasing, rental, use, operation or maintenance of the Structure. The limitation of liability afforded is not applicable if the Lessor fails to deliver the structure timely or if the structure is defective.
6. **Right of Inspection:** Lessor shall have the right from time to time during business hours to enter the Lessee's premises or elsewhere for the purpose of confirming the existence, condition and proper maintenance of the Structure.
7. **Compliance With Laws:** Lessee shall, at all times, comply with all governmental laws, ordinances, regulations, requirements and rules with respect to the permitting, possession, use, maintenance and operation of the Structure. Lessee shall, at its expense, obtain in a timely fashion all permits, licenses and consents required for installation, maintenance and use of the Structure.
8. **Indemnity and Risk of Loss:** Lessee assumes all risk and liability for the use and operation of the Structure including permitting delays and site preparation. Once installation is complete, Lessee assumes all liability for personal injuries and property damage arising therefrom, including any loss or damage to the Structure or to Lessee's premises, as a result of the use and operation of the structure, or due to theft or vandalism or weather event. No such loss, damage, theft or destruction of the Structure shall impair the obligations of Lessee under this Agreement, including the obligation to pay rent, all of which shall continue in full force and effect. Lessor shall not be responsible for any damage to underground cables, pipes or conduits, unless Lessee provides Lessor, prior to installation of the Structure, a written site plan accurately showing the location of all underground items. Both Lessor and Lessee agree to indemnify, hold harmless and defend each other from and against any and all claims, demands or causes of action of every kind or nature arising from or relating to site preparation, permitting, engineering use, occupation or leasing of the structure unless caused by the sole negligence of the other. The measure of damages for any damage or loss of the structure shall be based upon the replacement value of the Structure at the time of loss.
9. **Default:** Lessee agrees that time shall be of the essence with respect to the performance of Lessee's obligations hereunder. Any of the following shall constitute default under this Agreement: (a) if Lessee shall fail to make any payment when due; (b) if any material statement or representation made by or on behalf of Lessee turns out to be false or misleading; (c) if Lessee ceases doing business as a going concern, shall institute or have instituted against it any proceedings under any bankruptcy or insolvency law, or shall make an assignment for the benefit or creditors; or if Lessee shall fail to observe or perform any covenant or obligation hereunder. In the event of default (i) the Structure shall, upon Lessor's demand, be immediately delivered to Lessor at Lessee's

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expense and Lessor at its option, may without notice or legal process, enter into or upon any premises where the Structure may be, or by Lessor believed to be, and repossess the Structure, disconnecting and separating the Structure from any other property, and using all force necessary to so do, Lessee hereby waiving all further right to possession of the Structure and all claims for injury to or loss caused by such repossession, and (ii) all sums due and to become due hereunder shall, at Lessor's option, become immediately due and payable. In the event of Lessee's default, Lessee agrees to pay all costs and expenses incurred by Lessor proximately caused by the Default including but not limited to all attorney's fees and costs of litigation and those expenses incurred by Lessor in retaking, storing, repairing or reselling the Structure. In the event that Lessee shall fail to duly and promptly perform any of its obligations under the provisions of this agreement, Lessor may, at its option, perform the same for the account of Lessee without waiving such default. All amounts due and owing Lessor from Lessee shall bear interest at the highest lawful rate not to exceed twelve percent per annum. Installation: Lessee Caused Delay: Lessee shall be liable to Lessor for actual damages caused by Lessee caused delays. Lessee caused delays shall include, but are not limited to: Failure to obtain required permits; failure to timely provide necessary Lessee provided equipment; failure to provide required or accurate site plans including site plans accurately depicting underground obstructions failure to ensure completion of proper site preparation prior to installation. Delay damages to Lessor shall include, but not be limited to: Cost of labor for period of delay; cost of equipment rental during period of delay; fines or penalties imposed by Federal, State or Local authorities; and those other costs directly or indirectly related to the Lessee caused delay or delays. In the event of a Lessee caused delay, Lessor has discretion to cease installation of the structure until the extra costs and/or damages caused by the delay are approved in writing by Lessee and the lease contract adjusted appropriately.

- 10. **Assignment:** Lessee shall not assign this Agreement or any rights hereunder or the right to occupy or use the Structure without Lessor's prior written consent. Lessee agrees that Lessor may assign its rights under this Agreement, Lessee's obligation to pay rent under this Agreement shall not be subject to any right of setoff.
- 11. **Cancellation:** This Agreement may only be cancelled by Lessee in the event of a material breach by Lessor, such as failure to install in a timely manner.
- 12. **Maintenance and Repairs:** Lessee shall at all times during the term of this Lease Contract and any extensions thereof, at its sole expense, maintain the Structure in good condition, but shall not be responsible for normal wear and tear resulting from the authorized use of the Structure. Lessee shall make no repair, alteration or attachment with respect to the Structure which interferes with the normal and satisfactory operation or maintenance thereof, or creates a safety hazard, or which might result in the creation of a mechanic's or material men's lien with respect thereto, without the prior written consent of Lessor. All repairs made or placed upon the Structure shall become part of the Structure and shall be the property of Lessor.
- 13. **Labor:** In the event Lessor is not permitted to use non-union workers or is required to pay prevailing wages in satisfaction of Lessors' obligations under this Lease Contract, Lessee shall either furnish all labor at its expense, or pay to Lessor the additional cost incurred by Lessor in using union workers or paying prevailing wages. If Lessee supplies labor in connection with installation of the Structure, Lessee agrees to supply such labor as an employer and to comply with all Federal, State and Local laws applicable to employers in the same or similar situation as Lessee.
- 14. **Logo:** Lessor reserves the right to affix and display in a conspicuous place on the exterior of the structure its company name and phone number.
- 15. **Miscellaneous Provisions:** This Lease Agreement contains the entire agreement of the parties and no variation or modification of this Agreement and no waiver of any or its provisions or conditions shall be valid unless in writing and duly signed by Lessor and Lessee. Lessee represents that it has the authority to enter into this Agreement and the signatory of Lessee agrees to be personally liable for the obligations arising from this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and Lessee consents to jurisdiction of Arizona courts. Any disputes hereunder shall be arbitrated under the arbitration rules for the State of Arizona and attorney fees and costs shall be paid to the prevailing party. The Arbitration shall be held in Maricopa County Arizona. Any provisions of this lease contract which is prohibited or unenforceable shall be struck without invalidating the remaining provisions hereof.
- 16. **Indemnity Agreement:** The indemnification obligation intention is reciprocal in nature, regardless of fault. Therefore, each party obligates itself to indemnify the other for liabilities arising out of each other's acts or omissions.

Lessee's Signature:

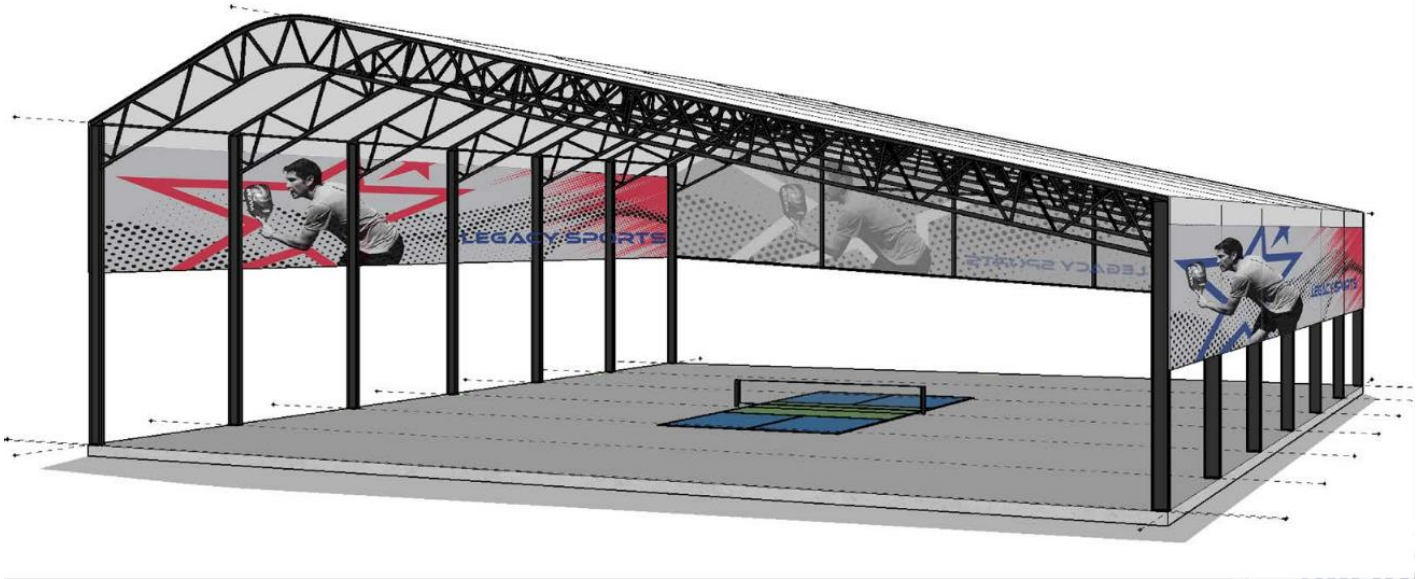
by Legacy Sports USA, LLC. Chad Miller

Date: August 18, 2021

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Structure = 120' L x 99' W – clearance above court 25' min. Custom printed fold down panels to be approved per Legacy.

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Exhibit B

From: [Mike Kuntz](#)
To: [Holly Daetwyler](#); [Perry Zhang](#)
Cc: [Ken Edstrom](#); [Alex Beeby](#)
Subject: Legacy Cares Bankruptcy - NSOP lease support info #1
Date: Wednesday, September 27, 2023 2:02:13 PM
Attachments: [NSOP - lease packet - 9-27-23 to MBF.pdf](#)
[Legacy - East Side Soccer Suites Lease - FINAL 07-2021 R3 scanned.pdf](#)
[Legacy - Great Lawn VIP Shade Structures - FINAL 11-2021 R3 scanned.pdf](#)
[Legacy - Pickleball Shade Covering Lease -FINAL 07-2021 R3 scanned.pdf](#)
[Legacy - Transportation Carts - Equipment-Lease-Agreement-08-2021 scanned.pdf](#)
[Legacy - Baseball & Softball Quad Shade Structures - FINAL 07-2021 R3 scanned.pdf](#)

Holly / Perry –

Per our conversation today, I wanted to provide you with some background information I had in my files regarding how the structures were assembled. Mainly the values of each item and how the leases to support were assembled.

Hope this is helpful for Mr. Burke and his team. We didn't discuss the importance of some of these items from a marketing revenue perspective, but I'm assuming they are aware – (I.E. the Pickleball Stadium was part of the Talking Stick \$750K annually naming rights package).

Please let me know if further questions or I can be of help.

NSOP owned assets on site, and leased by Legacy Sports (Legacy Cares):

1. Soccer Stadium VIP Suites.
2. Baseball / Softball Complex Shade Structures.
3. Championship Stadium Pickleball.
4. Transportation & Medical Carts (insured & maintained by lessee)
5. Great Lawn Hospitality Tent.

NSOP owned improvements (as a tenant):

6. Tenant build-out and Esports construction fit-up.
7. All furniture, fixtures, & arcade games are the property of NSOP.
8. Fit-up, operating and startup Expenses for Peak Recovery. Arete with the lease agreement. (PCH as a sub).

Thanks,
mk

Mike Kuntz, AIA
701-740-5160

Exhibit C

From: [Doak, James](#)
To: [Manning, Robert \(Miller Buckfire\)](#); mikekuntz2022@gmail.com; [Alex Beeby](#); [Song, Christine \(Miller Buckfire\)](#); [Zhang, Perry \(Miller Buckfire\)](#); kbierman@mca-financial.com; [Holly Daetwyler](#); [Evan Dosch](#); Htaylor@warnerangle.com
Subject: Legacy Park - Burke Capital Proposal
Date: Thursday, October 5, 2023 10:24:59 AM
Attachments: [Legacy Cares Burke APA Exh M NSOP Other.pdf](#)

Thank you for making yourselves available last week to meet with Michael Burke and Jonathan Ma. We have received a transaction proposal from Mr. Burke and his capital partners. As we indicated, the proposal includes proposed outcomes for your leased equipment. We have attached the relevant terms sheet.

As discussed, the marketing process for Legacy Cares has been very challenging. The Burke Capital proposal is the only marked APA that we have received. Recoveries for stakeholders are very thin. In summary:

- Bondholders are being asked to cancel their super-priority secured Debtor in Possession loan and secured bonds and receive no immediate recovery, only performance-based contingent value
- Holders of Mechanics Liens are asked to waive claims against the Debtors and Landlord and accept approximately 40% recoveries in aggregate, with no costs or interest
- The Landlord has been asked to extend the lease, drop rent and permit additional activities on the ground lease

We are currently delivering the Burke Capital proposal to affected stakeholders. It is our hope to have gained sufficient traction/momentum by mid-next week that we can credibly present that 40% recovery to the mechanics lien holders at our scheduled mediation. We believe the alternative to this transaction will most likely be a foreclosure on the ground lease by the Landlord and temporary or permanent closure of the Park. In that circumstance you will most likely need to coordinate with a Chapter 7 Trustee and the Landlord with regard to recovery of your property.

We and MCA are available to discuss the Burke proposal and can also coordinate any communications with Mr. Burke and his team.

Thank you,
Jim

James Doak
Head & Managing Director
MILLER BUCKFIRE | A STIFEL COMPANY
Focus | Excellence | Results

.....
Direct: +1.212.895.1829 | **Fax:** +1.212.895.1835
Mobile / Text: +1.347.342.8749
E-Mail: james.doak@millerbuckfire.com | www.millerbuckfire.com

.....
787 Seventh Avenue, 5th Floor | New York, NY 10019

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[Link-to-previous setting changed from off in original to on in modified.]

Exhibit M

Other Conditions¹⁵

The purchase by Buyer from any Person (other than Insight and Macro), including without limitation National Sports Opportunity Partners LLC (“NSOP”), Full Swing Golf, Inc. (“Full Swing”), Leftfield Development, LLC (“Leftfield”), [Shamrock] (“Shamrock”) of, and the transfer from NSOP, Full Swing, Leftfield, Shamrock or such other Person, as applicable, to Buyer of, good and marketable title to, all equipment or other assets from time to time [leased] from time to time by NSOP, Full Swing, Leftfield, Shamrock or such other Person, as applicable, to [Legacy] pursuant to any purchase agreement, lease agreement or other similar arrangement between [Legacy] and NSOP, Full Swing, Leftfield, Shamrock or such other Person, as applicable, in each case, as amended from time to time, and in each case, (x) free and clear of any and all Liens, (y) for an aggregate purchase price not to exceed 10% of the contract value of such equipment or other assets, and (z) otherwise on terms acceptable to Buyer.

¹⁵ Subject to ongoing legal and tax review of current arrangements.

~~{Signature page to Asset Purchase Agreement}~~

Exhibit D

From: [Manning, Robert](#)
To: [Ken Edstrom](#); [Doak, James \(Miller Buckfire\)](#); [Alex Beeby](#); [Song, Christine \(Miller Buckfire\)](#); [mikekuntz2022@gmail.com](#); [Zhang, Perry \(Miller Buckfire\)](#); [kbierman@mca-financial.com](#); [Holly Daetwyler](#); [Evan Dosch](#); [Htaylor@warnerangle.com](#)
Subject: RE: Legacy Park - Burke Capital Proposal
Date: Friday, October 6, 2023 1:54:06 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[NSOP Leased Assets - Legacy Park.xlsx](#)

Mike, Ken, Alex,

Thank you for your time this afternoon.

As discussed, please find attached a schedule of NSOP and Leftfield Developments' leased assets with corresponding asset values. As noted, Burke's initial proposal contemplates a buy-out equivalent to 10% of the value, or \$258K based on the aggregate asset value of \$2.58MM.

Please let us know if any questions to the attached, or if we can be of assistance in facilitating a follow-up call with Mike Burke and his capital partners.

Thank you,
Robert

From: Ken Edstrom <kene@sapientialaw.com>
Sent: Friday, October 6, 2023 11:19
To: Doak, James (Miller Buckfire) <james.doak@millerbuckfire.com>; Alex Beeby <alex@sapientialaw.com>; Song, Christine (Miller Buckfire) <Christine.Song@millerbuckfire.com>; Manning, Robert (Miller Buckfire) <robert.manning@millerbuckfire.com>; mikekuntz2022@gmail.com; Zhang, Perry (Miller Buckfire) <perry.zhang@millerbuckfire.com>; kbierman@mca-financial.com; Holly Daetwyler <hdaetwyler@mca-financial.com>; Evan Dosch <edosch@mca-financial.com>; Htaylor@warnerangle.com
Subject: RE: Legacy Park - Burke Capital Proposal

Mike is available at 1 p.m. Central today and could make himself available on Saturday or Monday.

Kenneth C. Edstrom*

Attorney

*Admitted in Minnesota and Arizona
Board Certified in Business Bankruptcy by the ABC since 2000



Kenneth C. Edstrom

Asset	Price	Leasing Company	Schedule Number	Master Agreement Date	Schedule Date	Obligor	Department	Total Loan Amount	Term Lease	Monthly Payment
(3) 66x66 Covered Suites Structures - East Soccer	\$721,980	National Sports Opportunity Partners	LEASE 7-12-21	7/12/2021	7/12/2021	Legacy Sports USA, LLC	Sports Operations & Facilities	721,980.00	60 months	12,033.00
11,880 Sq/ Ft. Pickball Championship Court Shade Structure	772,080	National Sports Opportunity Partners	LEASE 7-12-21	7/12/2021	7/12/2021	Legacy Sports USA, LLC	Sports Operations & Facilities	772,080.00	60 months	12,868.00
(2) 50x40 Covered Shade Structures at Baseball	208,080	National Sports Opportunity Partners	LEASE 7-12-21	7/12/2021	7/12/2021	Legacy Sports USA, LLC	Sports Operations & Facilities	208,080.00	60 months	3,468.00
110x60 Hospitality Tent - Great Lawn VIP	196,320	Leftfield Developments	LEASE 11-20-21	11/20/2021	1/20/2021	Legacy Sports USA, LLC	Sports Operations & Facilities	196,320.00	60 months	3,272.00
(37) Golf Carts	685,056	Leftfield Developments	LEASE 8-8-21	8/8/2021	8/8/2021	Legacy Sports USA, LLC	Sports Operations & Facilities	685,056.00	48 months	14,272.00
Total	\$2,583,516									
Burke Buy-Out Proposal (10%)	\$258,352									

Exhibit E

From: [Manning, Robert](#)
To: [Alex Beeby](#); [Song, Christine \(Miller Buckfire\)](#); [Ken Edstrom](#); [Henk Taylor](#); [Doak, James \(Miller Buckfire\)](#); [Zhang, Perry \(Miller Buckfire\)](#); [Keith Bierman](#); [Holly Daetwyler](#); [Evan Dosch](#); "Robert McKirgan"
Cc: [John Levy](#); [Karl Johnson](#); [mikekuntz2022@gmail.com](#)
Subject: RE: Legacy Park - Burke Capital Proposal
Date: Friday, November 3, 2023 12:22:09 PM
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)

Thank you Alex. Please find Mike Burke's response to your latest counterproposal below:

We require any settlements to be reached prior to closing on our transaction and to be approved by the bankruptcy court.

The bid-ask for items #1-#5 was: \$500k-\$1mm. We responded constructively with a \$750k counter, payable ratably over 3 years. We reject \$750k as a one-time payment for a subset of the assets (#2, #3, and #5) and require that assets #1-#5 stay packaged in any deal that we may reach. Please provide a counter for assets #1-#5 with payments made ratably over 3 years.

For items #6-#8, we are reviewing with legal counsel and will respond separately.

Please let us know if any questions, and if it would be beneficial to facilitate a conversation between Mr. Kuntz and Burke.

Thank you,
 Robert

From: Alex Beeby <alex@sapientialaw.com>
Sent: Friday, November 3, 2023 10:59
To: Manning, Robert (Miller Buckfire) <robert.manning@millerbuckfire.com>; Song, Christine (Miller Buckfire) <Christine.Song@millerbuckfire.com>; Ken Edstrom <kene@sapientialaw.com>; Henk Taylor <htaylor@warnerangle.com>; Doak, James (Miller Buckfire) <james.doak@millerbuckfire.com>; Zhang, Perry (Miller Buckfire) <sperry.zhang@millerbuckfire.com>; Keith Bierman <kbierman@mca-financial.com>; Holly Daetwyler <hdaetwyler@mca-financial.com>; Evan Dosch <edosch@mca-financial.com>; 'Robert McKirgan' <rmckirgan@pswmlaw.com>
Cc: John Levy <johnl@sapientialaw.com>; Karl Johnson <KarlJ@sapientialaw.com>; mikekuntz2022@gmail.com
Subject: RE: Legacy Park - Burke Capital Proposal

Robert,

Ken's availability is limited while he is out of the country, so I am passing on Mike's response. National Sports Opportunity Partners must reject the counter-proposal offer from the Burke Capital Group. The creditors of NSOP simply will not allow the acceptance of that amount for the items identified as #1 thru #5 (see chart below), particularly where the proposal is now further spread over time.

NSOP would sell items #2, #3, and #5 for a one-time payment of \$750K. Item #1 & #4 would be removed from the site and resold to address debt. Further, if not agreeable - NSOP is willing to work with the Burke Capital Group if they become the owner of the facility to reach a deal post-closing or remove improvements in 90 days.

As to item #7, see attached for list of Esports Buildout improvements made by NSOP. As to item #8, see attached for landlord waiver of Gaming Center FF&E / technology by Legacy Cares to NSOP and Betson (UCC filing).

Please let us know if you have any questions.

Regards,

Alex Beeby

Asset	Price	Leasing Company	Schedule Number	Master Agreement Date	Schedule Date	Obligor	Department	Total Loan Amount	Term Lease	Monthly Payment
1 (3) 66x66 Covered Suites Structures - East Soccer	\$ 721,980	NSOP	LEASE 7-12-21	7/12/2021	7/12/2021	Legacy Sports USA, LLC	Sports Ops & Facilities	\$ 721,980	60 months	\$ 12,033
2 11,880 Sq/ Ft. Pickleball Championship Court	\$ 772,080	NSOP	LEASE 7-12-21	7/12/2021	7/12/2021	Legacy Sports USA, LLC	Sports Ops & Facilities	\$ 772,080	60 months	\$ 12,868
3 (2) 50x40 Covered Shade Structures at Baseball	\$ 208,080	NSOP	LEASE 7-12-21	7/12/2021	7/12/2021	Legacy Sports USA, LLC	Sports Ops & Facilities	\$ 208,080	60 months	\$ 3,468
4 110x60 Hospitality Tent - Great Lawn VIP	\$ 196,320	Leftfield Development	LEASE 11-20-21	11/20/2021	1/20/2021	Legacy Sports USA, LLC	Sports Ops & Facilities	\$ 196,320	60 months	\$ 3,272
5 (37) Transportation Carts	\$ 685,056	NSOP	LEASE 8-8-21	8/8/2021	8/8/2021	Legacy Sports USA, LLC	Sports Ops & Facilities	\$ 685,056	48 months	\$ 14,272
Sub-Total	\$ 2,583,516									
Burke Buy-Out Proposal (10%)	\$ 258,352									

Asset	Price	Schedule Number	Master Agreement Date	Schedule Date	Obligor	Department	Total Loan Amount	Term Lease	Monthly Payment
6 Gaming & Esports Center - Build out	\$ 3,072,033	NSOP				Sports Ops & Facilities	\$ 3,072,033		
7 Gaming Technology (arcade and esports)	\$ 1,127,680	NSOP				Sports Ops & Facilities	\$ 1,127,680		
8 Peak / Arete' (FF&E and Startup costs)	\$ 630,000	NSOP				Sports Ops & Facilities	\$ 630,000		
Sub-Total	\$ 4,829,713								

Alexander J. Beeby | Attorney

Sapientia Law Group, PLLC
 d: 612.756.7114 f: 612.756.7101
www.sapientialaw.com



Exhibit F

From: [Michael Burke](#)
To: [Mike Kuntz](#)
Cc: [Burke, Peter S.](#); [Alex Beeby](#); [Henk Taylor](#); [Ken Edstrom](#); [Jon Ma - Rocky Mountain Resources](#); [Keith Bierman](#); rodney@legacycaresinc.com
Subject: Re: Legacy - Purchase
Date: Wednesday, November 29, 2023 7:51:57 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Rodney and Keith on this email chain are best positioned to coordinate with you. I can try to be there as well once we have removal dates locked in.

How about the arcade games? We have alternative plans for that fieldhouse that we'd like to start moving forward with soon.

And I only mentioned coordinating with Legacy Sports as they're your contract counterparty so wanted to ensure you had cancellation notices and any economic elements squared away with them.

Thanks,
Mike

On Nov 29, 2023, at 6:37 AM, Mike Kuntz <mike@risedesigngrp.com> wrote:

Mike B. –

We found a contractor who can get there in short order and remove the soccer stadium structures and the VIP hospitality tent as they are probably the easiest and least disruptive. Who is our contact to coordinate access and logistics with at the Park please?

The baseball and softball structures will be more in the heart of those complexes and require a bit more coordination. And the Pickleball stadium roof will take a couple of weeks and a crane, so we'll need some good coordination with all the use and it being in the middle of the complex. It will be disruptive as fencing, fire protection, and electrical need to be removed and bleachers relocated ahead of the structure removal.

There is no communication with Legacy Sports/Millers at all at this point. Not sure what I would be needing from them, but let me know.

Thanks,
mk

From: Michael Burke <mburke@burkecapital.us>
Sent: Tuesday, November 28, 2023 11:10 PM

To: Mike Kuntz <mike@risedesigngrp.com>

Cc: Burke, Peter S. <PeterBurke@paulhastings.com>; Alex Beeby <alex@sapientialaw.com>; Henk Taylor <Htaylor@warnerangle.com>; Ken Edstrom <kene@sapientialaw.com>; Jon Ma - Rocky Mountain Resources <jma@westlark.com>; Keith Bierman <kbierman@mca-financial.com>; rodney@legacycaresinc.com

Subject: RE: Legacy - Purchase

Hi Mike, any additional info?

Our transaction closes on December 8th so we will send notices regarding removal as needed but hoping that we can reach a business understanding more easily. Of course, as you know, we have not been able to reach a deal and your agreements are with other entities (e.g. Legacy Sports USA LLC) and so those assets will not have any right on the premises. We want to avoid legal issues, charging you rent, etc., but need a clean operational path forward, no disruption, etc. We are working on bringing in replacement assets so it will quickly get complicated.

Have you been coordinating with Legacy Sports at all?

Any information that you can pass along would be greatly appreciated so that we can plan on our side.

Thanks,
Mike

Mike Burke
Cell: (856) 904-1253

From: Mike Kuntz <mike@risedesigngrp.com>

Sent: Monday, November 27, 2023 9:29 AM

To: Michael Burke <mburke@burkecapital.us>

Cc: Burke, Peter S. <PeterBurke@paulhastings.com>; Alex Beeby <alex@sapientialaw.com>; Henk Taylor <Htaylor@warnerangle.com>; Ken Edstrom <kene@sapientialaw.com>; Jon Ma - Rocky Mountain Resources <jma@westlark.com>; Keith Bierman <kbierman@mca-financial.com>

Subject: RE: Legacy - Purchase

Mike B –

I've got the guys working quickly on a timeline for removal of the structures, and will get back to all ASAP. I'm guessing 2 weeks to get those out will not be possible with closing permits, etc. as well. I'll try to have a better timeline in the morning from these guys. And also, on the salvage and removal of the arcade assets that needs to occur.

Thanks,

mk

From: Michael Burke <mburke@burkecapital.us>
Sent: Wednesday, November 22, 2023 8:41 AM
To: Mike Kuntz <mike@risedesigngrp.com>
Cc: Burke, Peter S. <PeterBurke@paulhastings.com>; Alex Beeby <alex@sapientialaw.com>; Henk Taylor <Htaylor@warnerangle.com>; Ken Edstrom <kene@sapientialaw.com>; Jon Ma - Rocky Mountain Resources <jma@westlark.com>; Keith Bierman <kbierman@mca-financial.com>
Subject: RE: Legacy - Purchase

Mike – you should be hearing from the team at the park soon on retrieving your assets. I believe most or all of your agreements are with Legacy Sports so any ongoing contractual topics can be discussed with that entity directly.

If you have a timeline or other operational detail to pass along, please do. Our closing date is December 8th and I'd like all of the assets (#1-5 + the arcade games) removed by the closing.

Thanks for your help with this.

Mike Burke
Cell: (856) 904-1253

From: Michael Burke
Sent: Sunday, November 19, 2023 2:24 PM
To: Mike Kuntz <mike@risedesigngrp.com>
Cc: Burke, Peter S. <PeterBurke@paulhastings.com>; Alex Beeby <alex@sapientialaw.com>; Henk Taylor <Htaylor@warnerangle.com>; Ken Edstrom <kene@sapientialaw.com>; Jon Ma - Rocky Mountain Resources <jma@westlark.com>
Subject: Re: Legacy - Purchase

Thanks for understanding, Mike. Any issues around the equipment, including condition, etc., should be handled with the lessee and will of course not be a buyer problem.

I'll keep an eye out for your plan and we'll note for the court and others our intention to leave your assets out of any deal.

Mike

On Nov 19, 2023, at 1:09 PM, Mike Kuntz <mike@risedesigngrp.com> wrote:

Thanks for the note Mike B. I'll get some timing from the contractors tomorrow on the removal of all the items and how we close the permits for the structures with the County. Regarding the carts, they were specified by Legacy and it was their responsibility to insure and protect the leased property, so we'll have to figure out how the missing carts are going to be accounted for.

Thanks,
mk

From: Michael Burke <mburke@burkecapital.us>
Sent: Saturday, November 18, 2023 7:20 PM
To: Mike Kuntz <mike@risedesigngrp.com>
Cc: Burke, Peter S. <PeterBurke@paulhastings.com>; 'Alex Beeby' <alex@sapientialaw.com>; Henk Taylor <Htaylor@warnerangle.com>
Subject: RE: Legacy - Purchase

Hi Mike, as a follow-up to our call yesterday, we have begun working on operational alternatives for assets #1-5 at the park if our deal closes:

<image001.png>

1. The team does not believe that the 3 covered suite structures at the soccer fields are well-suited for park needs and so we are ok with these being collected
2. We are open to trying to work out a solution for the pickleball structure, but if both sides can't agree we are ok with this being taken down and collected
3. The covered shade structures at the baseball diamonds are not the best option for us so we are ok with these being collected
4. The hospitality tent – Great Lawn VIP structure – is not being used and can be collected
5. It sounds like there are only 32 carts on-site and they were not spec'd properly so we are ok with these being collected

We would like all assets that we are not proposing to keep to be collected immediately following the closing. Can you please send us a timeline and operational plan to collect the assets that I can pass along to the ops team to ensure minimal disruption to the park?

Thanks,
Mike

Mike Burke
Cell: (856) 904-1253

Exhibit G

From: Mike Kuntz
Sent: Friday, January 26, 2024 12:21 PM
To: Michael Burke <mburke@azgrounds.com>
Subject: Re: Pickleball / Baseball - removal access plan

When do you have time to discuss what this means for not allowing?

Thanks,
mk

On Jan 26, 2024, at 11:27 AM, Michael Burke <mburke@azgrounds.com> wrote:

Good morning,

We are not allowing the removal at this time.

Thanks,
Mike

Mike Burke
President – Arizona Athletic Grounds

From: Darcy Dahlem <ddahlem@visionbuildingsystems.com>
Sent: Friday, January 26, 2024 10:26 AM
To: Mike Kuntz <mike@risedesigngrp.com>; Hoby Gall <hobyg@elitesportsaz.com>; Michael Burke <mburke@burkecapital.us>
Cc: Mark Fredrich <mfredrich@visionbuildingsystems.com>; Kiana Cleveland <kcleveland@visionbuildingsystems.com>; Charmaine Dela Cruz <cdelacruz@visionbuildingsystems.com>
Subject: RE: Pickleball / Baseball - removal access plan

Equipment and crew are scheduled for Monday morning. Please clarify

Best Regards,

Darcy Dahlem
Principal
Cell: (702) 498-9232
Office: (702) 222-4012
www.visionbuildingsystems.com

From: Mike Kuntz <mike@risedesigngrp.com>
Sent: Friday, January 26, 2024 6:15 AM
To: Hoby Gall <hobyg@elitesportsaz.com>; Michael Burke <mburke@burkecapital.us>
Cc: Darcy Dahlem <ddahlem@visionbuildingsystems.com>
Subject: RE: Pickleball / Baseball - removal access plan

Mike B. – see below for timing on the pickleball structure.

From: Hoby Gall <hobyg@elitesportsaz.com>
Sent: Friday, January 26, 2024 8:13 AM
To: Mike Kuntz <mike@risedesigngrp.com>
Cc: Darcy Dahlem <ddahlem@visionbuildingsystems.com>
Subject: Re: Pickleball / Baseball - removal access plan

Hey Mike- for this I am going to defer you to Mike Burke. Please reach out to him prior to those days. We have been instructed to not have anyone start to dismantle that structure. Let me know what comes of that conversation.

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From: Mike Kuntz <mike@risedesigngrp.com>
Sent: Friday, January 26, 2024 7:08:18 AM
To: Hoby Gall <hobyg@elitesportsaz.com>
Cc: Darcy Dahlem <ddahlem@visionbuildingsystems.com>
Subject: RE: Pickleball / Baseball - removal access plan

Hoby – the shade structure removal company (Vision Building Systems) completed their removal of softball and baseball last week, and will be returning to start to take their pickleball structure on Monday / Tuesday next week.

Have you contacted the fire sprinkler company to disconnect / remove their zone? Vision (Darcy) won't need that to start, but will once the main structural components come down obviously.

Thanks,
mk

From: Mike Kuntz
Sent: Monday, January 8, 2024 8:11 AM
To: Hoby Gall <hobyg@elitesportsaz.com>
Subject: RE: Pickleball / Baseball - removal access plan

Thanks Hoby.

I'm planning to get to the later this week.

We have trucks and men lined up and coming for Monday the 15th and 16th to pack up and load out the arcade games. We also will be doing the baseball and softball removals starting the same dates and then starting January 18th on the pickleball structure.

Can we review the disconnection for the fire protection system later this week, while I'm there to make sure that part goes smoothly? All so disappointing, but want it to go as good as possible at least.

Thanks,
mk

From: Hoby Gall <hobyg@elitesportsaz.com>
Sent: Thursday, January 4, 2024 7:57 PM
To: Mike Kuntz <mike@risedesigngrp.com>
Subject: Re: Pickleball / Baseball - removal access plan

Hey Mike -

Here is what we have so far -

The Arcade - That is ready to have those units taken offsite and its being requested to have that scheduled as soon as possible. Please let me know and I will forward that to security and those that need to know.

The Baseball Canopy/ Structures Timeline - We can have someone enter in the AM as early as 6a and will need to be out of that space by 4p. This would be Monday through Thursday of next week.

The Pickleball canopy is still TBD.

Thanks and let me know if you have any questions.

From: Mike Kuntz <mike@risedesigngrp.com>
Sent: Wednesday, January 3, 2024 10:43 AM
To: Hoby Gall <hobyg@elitesportsaz.com>
Subject: FW: Pickleball / Baseball - removal access plan

See attached...

From: Mike Kuntz
Sent: Friday, December 22, 2023 10:55 AM
To: rodney@legacycaresinc.com; Rodney Reese <Rodney@elitesportsaz.com>
Cc: Darcy Dahlem <ddahlem@visionbuildingsystems.com>
Subject: Pickleball / Baseball - removal access plan

See attached per our meeting this morning.

Thanks guys.

mk