

Exhibit A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

JEFFREY SIMPSON, individually and derivatively,
as managing member of JJ ARCH LLC, suing
derivatively as managing member of ARCH REAL
ESTATE HOLDINGS LLC, and JJ ARCH LLC,

Plaintiffs,

- against -

JARED CHASSEN and FIRST REPUBLIC BANK,

Defendants.

Index No.158055/2023

[PROPOSED] ORDER
REGARDING INTERIM
OPERATING PROCEDURES

WHEREAS, on August 14, 2023, Jeffrey Simpson, individually and derivatively, as managing member of JJ Arch LLC, suing derivatively as managing member of Arch Real Estate Holdings LLC, and JJ Arch LLC (collectively, “Plaintiffs”) filed the above-captioned action against Jared Chassen (“Chassen”) and First Republic Bank (“First Republic”);

WHEREAS, on August 15, 2023, Plaintiffs filed an Order to Show Cause seeking preliminary injunctive relief;

WHEREAS, on August 16, 2023, counsel for the Plaintiffs and counsel for Chassen appeared before the Honorable Joel M. Cohen of the Supreme Court of the State of New York, County of New York;

WHEREAS, on August 16, 2023, the Court ordered the parties to confer regarding interim operating measures for JJ Arch LLC (“JJ Arch”) and its related companies (the “Arch Companies”);

WHEREAS, the parties have submitted competing orders for the Court’s consideration;

NOW THEREFORE, IT IS HEREBY ORDERED by the Court:

1. The First Republic accounts that are subject to the Adverse Claim letter dated August 11, 2023 (the "Arch Accounts") shall be unfrozen.
2. With respect to the Arch Accounts:
 - a. Jeffrey Simpson, Jared Chassen and Michelle Miller are each authorized to cause, without further approval, payment of the following: (i) all amounts due and payable pursuant to third-party loans to any of the Arch Companies, (ii) amounts due and payable to employees of the Arch Companies (excluding any salaries, distributions or other payments to Jeffrey Simpson or Jared Chassen), (iii) amounts that are legally required to be paid, (iv) Arch Companies' credit cards and other regularly due payments, and (v) other necessary expenses of the Arch Companies to avoid loan defaults or that would jeopardize any of the Arch Companies' properties if not paid.
 - b. All other payments from the Arch Accounts shall require written approval of both Jeffrey Simpson and Jared Chassen (which may be via email).
 - c. Both Jeffrey Simpson and Jared Chassen shall, at all times, maintain access to view the Arch Accounts online, and such access shall not be terminated without further order of the Court.
3. The content on the website www.archcre.com shall be restored to the content that existed on July 15, 2023. No changes to any content related to Jeffrey Simpson or Jared Chassen, including titles, shall be made without further order of the Court.

4. No employees, vendors or consultants shall be hired or fired by the Arch Companies without consent of both Jeffrey Simpson and Jared Chassen, or without further order of the Court.

5. Computero, the prior IT consultant for the Arch Companies, shall be re-hired as the IT consultant for the Arch Companies. Computero shall not be terminated without the consent of both Jeffrey Simpson and Jared Chassen, or without further order of the Court.

6. Access to @archcre.com email addresses shall be maintained for both Jeffrey Simpson and Jared Chassen, and shall not be terminated without further order of the Court. Neither Jeffrey Simpson nor Jared Chassen shall be entitled to monitor the other's emails or computer activity in any way. To the extent that Jeffrey Simpson or Jared Chassen engage in privileged communications through their @archcre.com email addresses or on devices belonging to the Arch Companies, such communications shall remain privileged as to the individual.

7. Access to the Arch Companies' Dropbox account shall be maintained for both Jeffrey Simpson and Jared Chassen, and shall not be terminated without further order of the Court. Jeffrey Simpson and Jared Chassen shall not delete or destroy any documents maintained on said account.

8. Karolina Bortko, Head of Human Resources, shall maintain sole access to the Paylocity accounts for the Arch Companies. Neither Jeffrey Simpson nor Jared Chassen shall make or cause to be made any changes to payroll without the other's consent, or without further order of the Court; *provided however*, that any employees that are not employees of the Arch Companies shall immediately be removed from payroll.

9. All Company Major Decisions, as that term is used in Section 3.2 of the Limited Liability Company Agreement of JJ Arch LLC, as amended by Amendment No. 1 dated May 22, 2021, shall be approved by both Jeffrey Simpson and Jared Chassen.

10. Jeffrey Simpson and Jared Chassen shall issue a joint communication to all employees of the Arch Companies in the form attached hereto as Exhibit A. Other than the foregoing joint communication, day-to-day communications with non-managerial employees will continue to be handled directly by their managers.

11. All employees of the Arch Companies shall be permitted to work remotely if, in their discretion, they determine that they are uncomfortable in the office environment due to the dispute between Jeffrey Simpson and Jared Chassen or otherwise.

12. The Arch Companies' three (3) in-progress construction projects shall continue to be managed on a day-to-day basis by Gerald Sammarco.

13. Jason Paul shall continue to be in charge of all property management related activities including but not limited to, accounts payable, accounts receivable, staffing, and capital expenditures.

14. Jeffrey Simpson and Jared Chassen shall jointly inform River Edge Advisors of this Order, and jointly instruct River Edge Advisors to resume the accounting activities that they were previously undertaking. Neither Jeffrey Simpson nor Jared Chassen shall take any action to interfere with, hinder or obstruct such services.

15. Jeffrey Simpson and Jared Chassen shall jointly inform Morrison Cohen LLP ("Morrison Cohen") that they consent to Morrison Cohen's continued representation of the Arch Companies in ongoing matters. Jeffrey Simpson and Jared Chassen will jointly direct Morrison Cohen regarding such matters. Neither Jeffrey Simpson nor Jared Chassen shall take any action

to interfere or prevent communication between Guarantor and any counsel representing Guarantor, including but not limited to Morrison Cohen.

16. Jeffrey Simpson or Jared Chassen may execute all documents necessary to consummate the assignment-in-lieu of foreclosure of membership interests with respect to the 1 Brown Street property.

17. Jeffrey Simpson or Jared Chassen may execute all documents necessary to effectuate the Harbor Landing Insurance settlement.

18. Jeffrey Simpson or Jared Chassen may each sign any documents necessary to continue the ordinary business of construction on all ongoing projects, and the ordinary business of the Arch Companies, without the consent of the other.

19. Neither Jeffrey Simpson nor Jared Chassen shall request or direct that any employee of the Arch Companies do any work outside of the business of the Arch Companies.

20. Jeffrey Simpson and Jared Chassen shall not disparage one another, or any investor in, employee of or other stakeholder in any of the Arch Companies, to any employees, vendors, partners or lenders.

21. Jeffrey Simpson and Jared Chassen shall each otherwise act in a manner that is consistent with their fiduciary duties to the Arch Companies.

22. The parties each retain the right to raise issues concerning this Order, and the implementation thereof, with the Court, which may make further orders as necessary for the orderly functioning of the Arch Companies.

Dated: August __, 2023

Hon. Joel M. Cohen

EXHIBIT A - JOINT COMMUNICATION

Dear Arch team members,

We understand that the last few weeks have been very challenging for all of us, but we sincerely hope that we have turned a corner. Jeff and Jared are both still members of Arch and will be running the business.

We very much appreciate your dedication to Arch, and we look forward to continuing to work with you.

Thank you for your patience,

Jeff and Jared