

1 **GUTTILLA MURPHY ANDERSON**

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5 Attorneys for the Receiver

6 FOR THE SUPERIOR COURT OF THE STATE OF ARIZONA

7 IN AND FOR THE COUNTY OF MARICOPA

8 Lynne H. Anthony Revocable Trust dated )  
11/30/2001, Lynne H. Anthony as Trustee; )  
9 Robert Sonnenschein, as an individual; )  
Gerald R. Hale, as an individual; C. Scott )  
10 Anthony, as an individual; Janie B. Hale, )  
individually and as Trustee of Janie B. Hale )  
11 Revocable Trust dated 11/4/1994; Carolyn )  
Sue McMillon, as an individual; Larry )  
12 McMillon, as an individual; James Stanley )  
Powers, as an individual; and Patricia Ann )  
13 Powers Trust, Patricia Ann Powers as )  
Trustee, )

14 Plaintiffs,

15 v.

16 Palo Verde Capital, L.L.C., an Arizona )  
limited liability company; PVPE, L.L.C., an )  
17 Arizona limited liability company; Palo )  
Verde Fund, L.P., a Delaware limited )  
18 partnership; Palo Verde Private Equity Fund, )  
L.P., a Delaware limited partnership; and )  
19 Anthony R. Stacy, a married man, )

20 Defendants. )  
21 )

Cause No. CV2013-012420

RECEIVER’S MOTION TO APPROVE  
SETTLEMENT AGREEMENT BETWEEN  
RECEIVER OF PALO VERDE FUND, LP,  
THE PALO VERDE EQUITY FUND, LP  
AND PVPE, LLC f/k/a PALO VERDE  
CAPITAL, LLC, f/k/a PARAGON CAPITAL  
ADVISORS, LLC AND AMERICAN  
ENERGY SOLUTIONS, INC, SHAWN  
RASH, TROY MORAN, BRIAN  
WALTERBACH AND MIKE GRANSTAFF  
AND PAYMENT OF FEES TO SPECIAL  
COUNSEL

(Assigned to the Honorable Daniel Kiley)

Peter S. Davis, as the Court’s Receiver of Palo Verde Fund LP, Palo Verde Private Equity Fund, LP and PVPE, LLC (the “Receiver”), seeks an order approving a settlement agreement

1 between the Receiver of Palo Verde Fund, LP, the Palo Verde Private Equity Fund, LP, and PVPE,  
2 LLC, fka Palo Verde Capital, LLC, fka Paragon Capital Advisors, LLC (collectively, the “Palo Verde  
3 Entities”); and American Energy Solutions, Inc., Shawn Rash, Troy Moran, Brian Walterbach and  
4 Mike Granstaff (collectively, the “Defendants”) and the payment of fees to Special Counsel as  
5 follows:

### 6 I. BACKGROUND

7 On October 8, 2013, the Court entered its *Stipulated Order Appointing Receiver*  
8 (“Receivership Order”) which appointed Peter S. Davis as Receiver for the Palo Verde Fund, LP and  
9 the Palo Verde Private Equity Fund, LP and PVPE, LLC, *fka* Palo Verde Capital, LLC, *fka* Paragon  
10 Capital Advisors, LLC. (collectively “Palo Verde”) in an action entitled, *Lynne H. Anthony*  
11 *Revocable Trust dated 11/30/2011 et al. v. Palo Verde Capital, L.L.C et al*, Maricopa County  
12 Superior Court Cause No. CV 2013-012420 (“Receivership Action”).

13 During the administration of the Receivership, the Receiver entered into an agreement with  
14 Brightergy, LLC for Brightergy to purchase the assets of Acumen Energy<sup>1</sup> for \$2.5M, comprised of  
15 \$300K cash up front, assumption of \$1,050,000.00 of liabilities and approximately \$1,150,000.00 in  
16 deferred payments (subject to company performance post-sale). Additionally, Brightergy assumed  
17 interim management of Acumen as of June 5, 2014. Throughout June 2014, the principals of  
18 Brightergy worked closely with Acumen’s employees to get a deeper understanding of the company  
19 while simultaneously finalizing an Asset Purchase Agreement. Over the course of the transaction,  
20 issues arose with four Acumen managers: Shawn Rash, Troy Morgan, Brian Walterbach and Mike  
21 Granstaff (the “Four Fiduciaries”). The Four Fiduciaries openly opposed the sale of Acumen to

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<sup>1</sup> Acumen Energy was an investment of Palo Verde and essentially a company owned and controlled by Palo Verde.

1 Brightergy, and even demanded a substantial portion of the proceeds from any sale of Acumen.  
2 Despite these unusual issues, Brightergy maintained their willingness and desire to purchase  
3 Acumen. However, in early July 2014, Brightergy identified an unusual lack of Acumen sales in  
4 May and June of 2014, which could cause issues to the pending sale of Acumen to Brightergy.  
5 Thereafter, the Four Fiduciaries abruptly resigned from Acumen, effective July 16, 2014. Shortly  
6 thereafter, Brightergy refused to complete the purchase of Acumen.

7           Thereafter, the Receiver learned that, one week prior to abruptly resigning, some or all of the  
8 Four Fiduciaries formed a new business known as Ally Energy Solutions, LLC. Ally Energy Solutions,  
9 LLC is a company providing the same, or substantially similar, services to customers as Acumen.

10           The Four Fiduciaries had signed Confidentiality Agreements with Acumen which, among  
11 other things, required them to not disclose secret or confidential information of Acumen, including  
12 the identity of Acumen customers, Acumen pricing and other material information used in the  
13 operation of Acumen's business. The Receiver's investigation indicates that the Four Fiduciaries  
14 may have used Acumen confidential information whether in the establishment and operation of Ally  
15 Energy Solutions, LLC or elsewhere in furtherance of business matters unrelated to Acumen.

16           On March 18, 2015, the Receiver filed his Motion to Employ DeFusco & Udelman P.L.C as  
17 Special Counsel to the Receiver. The Court entered its Order on May 15, 2015, approving the  
18 engagement of DeFusco & Udelman P.L.C and approving compensation to DeFusco & Udelman  
19 P.L.C on a contingency fee basis to pursue the claims against the Four Fiduciaries.

20           In the course of investigating the other investments of Palo Verde, the Receiver discovered  
21 that, in February of 2011, the Palo Verde Fund, LP ("PV Fund") purchased from Arvest Bank a  
\$2.5M loan originally held by Harrington Bank that was, at one time or another, personally

1 guaranteed by Shawn Rash, Martin Carew, Gregory Elam, David Feingold and Michael Moore (the  
2 “Personal Guarantors”).

3           When PV Fund purchased the loan, it was in in default, and the balance due to the PV Fund  
4 was \$1,956,979.57. It is believed that the Personal Guarantors are indebted to PV Fund in an  
5 amount of at least \$2,248,057.00 and are also additionally liable to pay all of PV Fund attorney fees  
6 and expenses, if obligated to litigate against the Personal Guarantors.

7           Initially, these potential litigation claims arising from the breach of the personal guarantees  
8 were investigated by Special Counsel Lang and Klain, PC<sup>2</sup>. It was eventually determined that, based  
9 on the terms of the loans, guarantees and the related documents, the Receiver would be obligated to  
10 litigate any claims in Kansas. Accordingly, the Receiver located a Kansas law firm, Whitsitt and  
11 Whitsitt, PC with the necessary skill and experience to represent the Receivership Estate in the  
12 pursuit of these claims.

13           On February 26, 2016, the Court entered its Order Approving Motion for Order  
14 Authorizing Receiver to Initiate Litigation Matters and Approve Engagement of Whitsitt & Whitsitt,  
15 as Special Counsel to the Receiver. Whitsitt & Whitsitt agreed to represent the Receivership Estate  
16 and be paid reduced legal fees at half its hourly rates, and then a contingent payment of 20% of any  
17 amounts actually recovered from any litigation, on the claims against the Personal Guarantors.  
18 Accordingly, under the blended contingency agreement, the hourly rates for the professionals at  
19 Whitsitt & Whitsitt would range from \$137.50 to \$40.00 per hour in regard to the claims based on  
20 personal guarantees.

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<sup>2</sup> Lang and Klain, PC was approved as Special Counsel to the Receiver to investigate potential legal claims. See Order dated February 18, 2015.

1 As Special Counsel Udelman and Special Counsel Whitsitt continued their pursuit of the Four  
2 Fiduciaries and Personal Guarantors it became clear to the Receiver that, in the interest of judicial  
3 economy, the collective claims against these parties should be jointly litigated in one action, rather  
4 than two separate actions. Accordingly, Special Counsel Udelman and Special Counsel Whittsitt  
5 began to work together to resolve the Receiver's claims.<sup>3</sup> As a result of the collective efforts of both  
6 Special Counsel, a comprehensive settlement of the Receiver's claims against Four Fiduciaries and  
7 Personal Guarantors has now been finalized.

## 8 II. THE SETTLEMENT

9 As the respective Special Counsel continued to investigate the specific claims, it became clear  
10 that, with respect to the Personal Guaranty claims, only Shawn Rash and Michael Moore had not  
11 been released, by predecessors in interest to the Receiver, from their obligations to personally  
12 guaranty the loan repayment. With respect to the claims against the Four Fiduciaries, Axis Insurance  
13 Company denied claims for coverage presented against insureds Shawn Rash, Troy Moran, Brian  
14 Walterbach and Mike Granstaff. Axis Insurance's decision to deny coverage meant that the carrier  
15 would neither defend nor indemnify any of the claims set forth in the Receiver's claims. Both of  
16 these developments not only limited the potential pool of defendants, but decreased the likelihood  
17 that the Receivership would recover significant monetary damages without significant litigation  
18 costs, risks of loss, and possibly separate time consuming and substantially costly litigation involving  
19 Axis claim denial.

20 On February 24, 2016, the Receiver filed suit against Shawn Rash, Michael Moore, Troy  
21 Moran, Brian Walterbach and Mike Granstaff alleging claims for breach of contract, negligent

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<sup>3</sup> For the claims against the Four Fiduciaries, Michael E. Whitsitt, of Whitsitt & Whitsitt, was engaged at his normal hourly rate of \$275.00 per hour, basically as local counsel for DeFusco and Udelman.

1 misrepresentation, negligence, interference with contract/business expectancy, conversion, and  
2 defamation involving their former employment with subsidiary entity Acumen Energy Solutions, Inc.  
3 and claims against Shawn Rash and Michael Moore for breach of the Personal Guaranty (“The  
4 Lawsuit”).

5       Axis Insurance Company rejected both indemnity and defense coverage for claims presented  
6 to it after the Receiver filed The Lawsuit, and Defendant Michael Moore filed a Chapter 7  
7 Bankruptcy. The other Defendants, Shawn Rash, Troy Moran, Brian Walterbach and Mike  
8 Granstaff, all denied any wrongdoing, but also provided statements of financial condition which  
9 established that their personal financial condition made it financially difficult for them to enter into  
10 meaningful settlement discussions which would result in significant funds being paid to the  
11 Receivership estate. After evaluating claims and proof requirements to support damages involving  
12 the failed Brightergy sale and the subsequent litigation requirements and costs to pursue separate  
13 claims against Axis arising out of its coverage denial, the Receiver concluded in his business  
14 judgment that a negotiated settlement with the Defendants may be a preferred alternative to costly  
15 litigation with an uncertain outcome. Eventually, the Receiver and the remaining Defendants were  
16 able to enter into a settlement agreement whereby the Defendants and Axis Insurance Company  
17 agreed to pay a total of \$50,000.00 to the Receiver to resolve all claims in The Lawsuit.

18                   **III. APPROVAL OF PROFESSIONAL FEES TO SPECIAL COUNSEL**

19       Due to the unique circumstances of these matters, Special Counsel, Udelman and Whitsitt,  
20 have agreed to split \$13,000.00 representing a single contingency fee of 30% from the settlement  
21 proceeds. While Special Counsel, Udelman and Whitsitt, would be allowed to claim compensation in  
excess of \$13,000.00, both have agreed to accept this reduced amount and divide it among

1 themselves with Special Counsel Udelman receiving a payment of \$11,330.00 and Special Counsel  
2 Whitsitt a payment of \$1,670.00, in addition to fees previously paid to Special Counsel Whitsitt.  
3 Given that both Special Counsel have agreed to accept this reduced amount, the Receiver  
4 recommends that the Court approve payment to Special Counsel as set forth above.

5 **IV. RECEIVER'S RECOMMENDATION**

6 The Receiver recommends that the Court approve the Settlement Agreement, attached hereto  
7 as Exhibit "A" for the following reason: The above described settlement offers the best possible  
8 outcome, given the problems encountered with regard to each of the claims, as described above.

9 WHEREFORE, the Receiver requests the Court:

10 1. Enter an order approving the Settlement Agreement, attached hereto as Exhibit "A"  
11 between the Receiver and the Defendants and directing the Receiver to execute the Settlement  
12 Agreement;

13 2. Enter an order approving the payment of fees to Special Counsel

14 Respectfully submitted this 12<sup>th</sup> day of October, 2016.

15 GUTTILLA MURPHY ANDERSON, P.C.  
16 /s/Ryan W. Anderson  
17 Ryan W. Anderson  
Attorneys for the Receiver

18 Original of the foregoing e-filed  
This 12<sup>th</sup> day of October, 2016, with:

19 Clerk of the Court  
20 Maricopa County Superior Court  
201 West Jefferson, Fourth Floor  
21 Phoenix, AZ 85003

Copy of the foregoing emailed or  
mailed this 12<sup>th</sup> day of October, 2016, to:

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4  
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5 Albright, Rusher & Hardcastle  
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17 Defendant Pro Per  
18  
Palo Verde Fund, L.P.  
19 c/o Business Filing Incorporated  
108 West 13th Street  
20 Wilmington, Delaware 19801  
Defendant  
21



- 1 PVPE, L.L.C.  
c/o Cal Purdin, Statutory Agent
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- 3 Scottsdale, AZ 85255  
Defendant
  
- 4 Palo Verde Equity Fund, L.P.  
c/o Easycorps, LLC
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Defendant
  
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- 18 Jeffrey D. Gardner  
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Attorneys for Craig H. Jackson Under Trust  
21 Agreement dated June 6, 1997

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Attorneys for Craig H. Jackson Under Trust  
4 Agreement dated June 6, 1997

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Attorney(s) for Craig H. Jackson Trust Under  
8 Trust Agreement Dated June 6, 1997

9 By: /s/Cynthia Ambrozic

10 1844-001(205291)

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21

## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into by and between, Peter S. Davis, as Receiver (the "Receiver") of the Palo Verde Fund, LP, the Palo Verde Private Equity Fund, LP, and PVPE, LLC, *aka* Palo Verde Capital, LLC, *aka* Paragon Capital Advisors, LLC (collectively, the "Palo Verde Entities"); and AMERICAN ENERGY SOLUTIONS, INC., SHAWN RASH, TROY MORAN, BRIAN WALTERBACH and MIKE GRANSTAFF (collectively, the "Defendants"). The Receiver, Palo Verde, and the Defendants may sometimes be referred to in this Agreement individually as "Party" or collectively as the "Parties."

### RECITALS

Whereas on October 8, 2013, the Court entered its *Stipulated Order Appointing Receiver* ("Receivership Order") which appointed the Receiver to act as receiver for the Palo Verde Entities in an action entitled, *Lynne H. Anthony Revocable Trust dated 11/30/2011 et al. v. Palo Verde Capital, L.L.C et al.*, Maricopa County Superior Court, Cause No. CV 2013-012420 (the "Receivership Action").

Whereas, pursuant to the provisions of the Receivership Order, the Receiver has investigated the business dealings involving one of its entities, Acumen Energy Solutions, Inc. ("Acumen") and its officers, directors and/or employees.

Whereas, on or about August 11, 2015, and again on or about December 10, 2015, claims were submitted to Axis Insurance Company ("Axis") for conduct by the Defendants, which allegedly caused harm to the Receiver. Axis denied both indemnity and defense coverage for the claims presented to it both before and after the Receiver filed the Lawsuit.

Whereas the Receiver alleged that conduct by the Defendants caused damages to the Palo Verde Entities, including the lost sale of Acumen to the Brightergy Corporation.

Whereas, on or about February 24, 2016, the Receiver filed suit against the Defendants in the District Court of Johnson County, Kansas, Case No. 16CV01142, alleging claims for money on notes and guarantees against Rash and Moore, and against Rash, Moran, Walterbach and Granstaff for breach of contract, negligent misrepresentation, negligence, interference with contract/business expectancy, conversion, and defamation involving their former employment with subsidiary entity Acumen (the "Lawsuit").

Whereas, Michael Moore has filed a Chapter 7 bankruptcy, and Receiver cannot proceed against Mr. Moore.

Whereas, the Receiver has investigated the insurance coverage issues involving the Lawsuit, has further examined several available options, and has determined that resolution is the proper course of action in light of the substantial cost of litigation and contested liability and damages issues.

Whereas, without admitting the truth or validity of any claim or defense, the Parties desire to settle all claims that the Receiver might have against the Defendants, including but not limited to those claims asserted in the Lawsuit.

## TERMS

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Payment of Settlement Funds. Defendants shall pay the total amount of \$50,000.00 (fifty thousand dollars) to the Receiver (the "Settlement Funds") as follows: Within fourteen days of the execution of this Agreement, payment to the Receiver shall be in the form of certified funds made payable to "Peter S. Davis, Receiver in CV 2013-012420". The Receiver acknowledges and agrees that the Settlement Funds may be paid by way of several different checks. The Receiver further acknowledges and agrees that the contribution of Rash, Moran, and Walterbach to the Settlement Fund is limited to a collective \$25,000.00 (twenty five thousand dollars), and that the contribution of Granstaff is limited to \$7,500 (seven thousand five hundred dollars); the remaining \$17,500.00 (seventeen thousand and five hundred dollars) of the Settlement Funds will be paid by Axis. The Receiver further acknowledges and agrees that the Defendants' ability and obligation to pay the Settlement Funds to the Receiver is contingent upon Axis's contribution of \$17,500.00 to the Settlement Funds. Settlement Funds shall be mailed directly to counsel for the Receiver at Guttilla Murphy Anderson, 5415 E. High Street, Suite 200, Phoenix, AZ 85054, and shall be deposited into the Receivership and held pending approval of the Agreement by the Court in the Receivership Action.

2. Approval of Agreement. The Receiver shall file a motion in the Receivership Action seeking the approval of this Agreement, and the provisions and obligations contained herein are conditioned upon the approval of the Agreement by the Court in the Receivership Action. This Agreement shall not become effective until and unless approved by the Receivership Court. If this Agreement is not approved, for any reason, all funds paid by Defendants to the Receiver shall be returned to the Defendants within fourteen days of such non-approval.

3. Johnson County, Kansas, District Court. Upon approval by the Receivership Court of this Agreement, all claims of each Party against the other, except the claims against Michael Moore, shall be dismissed with prejudice. The claims against Michael Moore by Receiver shall be dismissed, without prejudice.

4. Mutual Releases The Receiver and the Palo Verde Entities, on their own behalf and on behalf of their current and former attorneys, employees, agents, predecessors, successors, parents, affiliates, subsidiaries (including but not limited to Acumen), owners, shareholders, partners, members, assigns, assignors, and legal representatives, hereby release, waive, and forever discharge each and every one of Defendants, including AMERICAN ENERGY SOLUTIONS, INC., SHAWN RASH, TROY MORAN, BRIAN WALTERBACH and MIKE GRANSTAFF, together with their respective spouses and their attorneys, employees, agents, predecessors, successors, assigns, assignors, executors, administrators, heirs, legal representatives and affiliated business entities (including but not limited to Ally Energy Solutions, LLC), from any and all claims, causes of action, suits, debts, dues, sums of money, accounts, controversies, agreements, promises, damages, judgments, executions, or any liability, claims, demands, or obligations of any kind whatsoever, whether presently known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, of any kind or nature whatsoever, including without limitation any claims that were made or could have been made in the Receivership Action or the Lawsuit by the Receiver or the Palo Verde Entities. Defendants, on their own behalf and on behalf of their attorneys, employees, partners, agents, predecessors, successors, assigns, assignors, and legal

representatives, release and forever discharge the Receiver and the Palo Verde Entities and their attorneys, employees, agents, predecessors, successors, assigns, assignors, executors, administrators, and legal representatives from any and all claims of any kind or nature, including without limitation any claims that were made or could have been made in the Receivership Action. The claims against Michael Moore shall be dismissed, without prejudice, as a result of his bankruptcy filing.

5. Termination of Confidentiality Agreements. The Parties hereby agree that the agreements entitled "Agreement to Maintain Confidentiality of Information" that were entered into in approximately January 2014 between Acumen and each of Rash, Moran, and Walterbach (as referenced in the Receiver's petition in the Lawsuit) are hereby terminated and are no longer of any force or effect.

6. Attorneys' Fees. Each Party hereto shall be responsible for the payment of its own costs, attorneys' fees and all other expenses incurred in connection with the Receiver's investigation, the Lawsuit, and this Settlement Agreement. If any Party commences an action against the other Party to enforce or interpret any of the terms hereof, the losing or defaulting Party shall pay to the prevailing Party, as determined by the court, all costs and expenses, including reasonable attorneys' fees and disbursements, incurred in connection with the prosecution or defense of such action.

7. Further Assurances. The Parties to this Agreement shall execute any further or additional instruments, and they shall perform any acts which may become necessary, in order to effectuate and carry out the purposes hereof.

8. Entire Agreement. This Agreement contains the entire agreement and understanding among the Parties concerning the subject hereof and supersedes and replaces all prior negotiations, agreements and proposed agreements, written or oral, relating thereto. Each of the Parties hereto acknowledges that no other Party, nor any agent or attorney of any Party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce any other Party to execute this Agreement and acknowledges that this Agreement has not been executed in reliance on any promise, representation, or warranty not contained herein. This Agreement shall not be amended, modified or supplemented at any time, unless by a writing executed by the Parties hereto.

9. Opportunity to Consult with Counsel. The Parties acknowledge that they have had the opportunity to consult with and obtain the advice of counsel prior to entering this Agreement, and have entered this Agreement voluntarily and free from coercion, duress, or undue influence.

10. Governing Law. This Agreement is entered into in the State of Arizona, and shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Arizona. Any dispute concerning the interpretation of this Agreement shall be submitted to and decided exclusively in the Receivership Action.

11. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature delivered by a Party by facsimile transmission, PDF, or any other electronic means that preserves the image of the original signature, shall be deemed to be an original signature hereto.

12. Representation of Authority. The signatories to this Agreement represent and warrant that they have full authority to execute this Agreement and to provide the releases

contained within this Agreement, and to bind the Party on whose behalf they are signing to the provisions hereof.

13. Severability. Should any portion of this Agreement be ruled unenforceable or invalid, such ruling shall not affect the enforceability or validity of the remaining portions of this Agreement.

14. Headings. Article and section headings are inserted herein solely for convenience and the same shall not, by themselves, alter, modify, limit, expand or otherwise affect the meaning of any provision of this Agreement.

15. Assignment and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Interpretation. This Agreement shall be interpreted fairly, in light of the intentions of the Parties as set forth in this Agreement. The Parties each hereby waive the benefit of any rule or law or statute requiring that ambiguities be interpreted against the Party preparing this Agreement or causing the ambiguity.

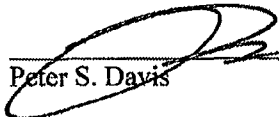
17. No Admissions. The execution of this Agreement is not to be construed as an admission of liability by any Party, or an acknowledgement by any Party that the another Party's claims have any basis in fact or law, but is a compromise and settlement of disputed claims.

18. Waiver. The failure of any Party to demand performance of any act under this Agreement shall not be construed as a waiver of the right to demand, at any subsequent time, such performance. The obligations and provisions of this Agreement may not be waived, amended, or modified except in a writing signed by all Parties.

All parties to this Agreement have read this Agreement and fully understand and comprehend its meaning and binding effect.

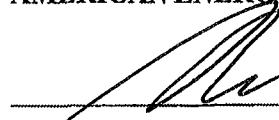
PETER S. DAVIS, AS RECEIVER OF PALO VERDE FUND, L.P., THE PALO VERDE PRIVATE EQUITY FUND, LP, AND PVPE, LLC

Dated: 9/28/16

  
Peter S. Davis

AMERICAN ENERGY SOLUTIONS, INC.

Dated: \_\_\_\_\_

  
By 10/11/16, Its Chairman  
As Receiver

**SHAWN RASH**

Dated: 9-28-2016

*Shawn D Rash*

Shawn Rash

**TROY MORAN**

Dated: 9-28-2016

*Troy D Moran*

Troy Moran

**BRIAN WALTERBACH**

Dated: \_\_\_\_\_

*Brian Walterbach*

Brian Walterbach

**MIKE GRANSTAFF**

Dated: \_\_\_\_\_

Mike Granstaff

**SHAWN RASH**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Shawn Rash

**TROY MORAN**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Troy Moran


**BRIAN WALTERBACH**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brian Walterbach

**MIKE GRANSTAFF**

Dated: 9-28-16

  
\_\_\_\_\_  
Mike Granstaff