

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

UNITED STATES SECURITIES §
AND EXCHANGE COMMISSION, §

Plaintiff, §

v. §

THE HEARTLAND GROUP VENTURES, LLC; §
HEARTLAND PRODUCTION AND RECOVERY §
LLC; HEARTLAND PRODUCTION AND §
RECOVERY FUND LLC; HEARTLAND §
PRODUCTION AND RECOVERY FUND II LLC; §
THE HEARTLAND GROUP FUND III, LLC; §
HEARTLAND DRILLING FUND I, LP; CARSON §
OIL FIELD DEVELOPMENT FUND II, LP; §
ALTERNATIVE OFFICE SOLUTIONS, LLC; §
ARCOIL CORP.; BARRON PETROLEUM §
LLC; JAMES IKEY; JOHN MURATORE; §
THOMAS BRAD PEARSEY; MANJIT SINGH §
(AKA ROGER) SAHOTA; and RUSTIN §
BRUNSON, §

Defendants, §

and §

DODSON PRAIRIE OIL & GAS LLC; PANTHER §
CITY ENERGY LLC; MURATORE FINANCIAL §
SERVICES, INC.; BRIDY IKEY; ENCPHER §
BASTION, LLC; IGROUP ENTERPRISES LLC; §
HARPRIT SAHOTA; MONROSE SAHOTA; §
SUNNY SAHOTA; BARRON ENERGY §
CORPORATION; DALLAS RESOURCES INC.; §
LEADING EDGE ENERGY, LLC; SAHOTA §
CAPITAL LLC; and 1178137 B.C. LTD., §

Relief Defendants. §

No. 4-21CV-1310-O-BP

RECEIVER'S APPLICATION TO EMPLOY BANKRUPTCY MANAGEMENT SOLUTIONS INC. D/B/A STRETTO AS CLAIMS AND DISBURSEMENT AGENT

Deborah D. Williamson, in her capacity as the Court-appointed Receiver (the "Receiver") for the Receivership Parties (as defined in the Receivership Order) and receivership estates (collectively, the "Estates") in the above-captioned case (the "Case"), hereby files this *Receiver's Application to Employ Bankruptcy Management Solutions Inc. d/b/a Stretto as Claims and Disbursement Agent* (the "Application"), pursuant to this Court's *Order Appointing Receiver* [ECF No. 17] (the "Receivership Order"),¹ requesting entry of an order, substantially in the form of the proposed order (the "Proposed Order") attached hereto as **Exhibit A**, granting approval to employ Bankruptcy Management Solutions Inc. d/b/a Stretto ("Stretto" or the "Firm") as claims and disbursement agent in this Case. In support of the Application, the Receiver respectfully represents as follows:

I. BACKGROUND

1. On December 1, 2021, Plaintiff, Securities and Exchange Commission (the "Commission"), filed its application for the appointment of a receiver for the Receivership Parties.

2. On December 2, 2021, this Court determined that entry of an order appointing a receiver over the Receivership Parties was both necessary and appropriate to marshal, conserve, hold, and operate all of the Receivership Parties' assets pending further order of this Court. Accordingly, the Court entered the Receivership Order on December 2, 2021, appointing Deborah D. Williamson as the Receiver over the Estates in this Case.

3. Pursuant to Paragraph 8(H) of the Receivership Order, the Receiver is authorized to employ persons as the Receiver deems necessary to perform the Receiver's duties set forth in

¹ Capitalized terms used herein but not otherwise defined shall have the meaning ascribed in the Receivership Order.

the Receivership Order. *See* Receivership Order, at ¶ 8(H). Further, pursuant to Paragraph 60 of the Receivership Order, “the Receiver is authorized to solicit persons and entities (‘Retained Personnel’) to assist [her] in carrying out the duties and responsibilities described in this Order. The Receiver shall not engage any Retained Personnel without first obtaining an Order of the Court authorizing such engagement.” *Id.* at ¶ 60.

4. Further, the Receiver is “authorized, empowered and directed to develop a plan for the fair, reasonable, and efficient recovery and liquidation of all remaining, recovered, and recoverable Receivership Property[.]” *Id.* at ¶ 55. The Receiver requires the assistance of a claims and disbursement agent to facilitate the efficient noticing and cataloging of claims received. Consistent with the Receivership Order, the Receiver seeks to employ Stretto so it can facilitate the noticing, processing, and disbursement of claims in the most efficient and cost-effective manner.

5. The Receiver is in the process of proposing a claims procedure and process but requires the assistance of a claims and disbursement agent to efficiently and effectively do so given the number of investors in this Case.

6. The Receivership Order requires the Receiver to “use the Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging all duties as Receiver.” Receivership Order, at ¶ 8(F). These duties will necessitate a claims procedure by which hundreds of investors and creditors can submit claims, the Receiver can propose a distribution plan, and the Receiver can ultimately make distributions to these parties.

II. RELIEF REQUESTED

7. The Receiver seeks to retain Stretto to represent the Receiver as her claims and disbursement agent to facilitate claims and noticing services and otherwise orchestrate the claims administration and disbursement processes. Attached hereto as **Exhibit B** is the *Declaration of Sheryl Betance* (the “Betance Declaration”) of Stretto in support of the Receiver’s Application. The Receiver seeks to employ Stretto in accordance with the terms set forth in the *Services Agreement* and the *Deposit Management Services Agreement* (collectively, the “Agreements”) attached hereto as **Exhibit C**. The professional services that Stretto will render to the Receiver shall include providing advice and assistance in the claims administration and disbursement processes as detailed in the Agreements and the Betance Declaration. See **Exhibit C**; Betance Declaration, at ¶ 1.

III. STRETTO’S QUALIFICATIONS

16. Stretto was founded over 30 years ago and has a long history in the consumer-bankruptcy and corporate-restructuring industries. See Betance Declaration at ¶ 4. Stretto has vast expertise dealing with claims noticing and administration and disbursement, and Stretto has worked with fiduciaries in hundreds of receiverships and bankruptcy cases. See Betance Declaration at ¶ 4. Stretto regularly partners with court-appointed receivers and is experienced in navigating the claims reconciliation process in highly public and complex cases. See Betance Declaration at ¶ 4. Stretto has acted as claims and disbursement agents for court-appointed receivers in SEC receivership cases similar to this Case. See Betance Declaration at ¶ 4.

17. Stretto has a robust technology platform to support unique case needs and has strategic partnerships with a nationwide bank network if its assistance is needed in an ultimate distribution process. See Betance Declaration at ¶ 5. Stretto provides proprietary software that allows investors and creditors to submit claims and upload additional supporting documentation,

which Stretto then uses to compile and present information and allow receivers to review and reconcile any submissions. *See* Betance Declaration at ¶ 5.

18. Stretto, therefore, has specialized knowledge and deep-industry experience in handling noticing and processing of filed claims and, ultimately, disbursement. *See* Betance Declaration at ¶ 6. The Receiver believes that Stretto's team is well-qualified to serve as the Receiver's claims and disbursement agent based on its years of experience and knowledge of the relevant processes. Further, the Receiver considered handling the claims by other means, such as through the Receiver's or her counsel's professionals and staff. After such consideration, the Receiver believes that Stretto orchestrating the claims administration and disbursement process will be the most efficient process and will net the greatest recovery for the Receivership Estates.

19. The Receiver seeks approval to incur Stretto's fees in connection with the claims and disbursement agent services proposed herein pursuant to the fee structure set forth in the Agreements attached hereto as **Exhibit C**. Stretto's fees will depend on the personnel assigned to work on the matters described herein and will be billed to the Receivership Estates on an hourly basis as follows:

<u>Professional</u>	<u>Rate per Hour</u>
Analyst	\$30.00 - \$50.00
Associate/Senior Associate	\$65.00 - \$165.00
Director/Managing Director	\$175.00 - \$210.00
Executive Management	Waived
Solicitation Associate	\$190.00
Director of Securities	\$210.00

See **Exhibit C**.

20. Stretto agrees that it is required to file with the Court interim and final fee applications in accordance with and pursuant to the Receivership Order and the *Billing Instructions for Receivers in Civil Actions Commenced by the SEC* (the "**Billing Instructions**").

21. The Receiver believes that the Stretto compensation structure is fair market value, especially in light of Stretto's knowledge and expertise in serving as claims and disbursement agent. The Receiver further believes that engaging Stretto is in the best interest of the Receivership Estates.

IV. CONCLUSION

For all the reasons stated above, the Receiver respectfully requests that this Court enter the Proposed Order, in substantially the form attached hereto as Exhibit A: (i) granting this Application, (ii) authorizing the Receiver to employ Bankruptcy Management Solutions Inc. d/b/a Stretto as claims and disbursement agent for the Receiver pursuant to the Agreements attached hereto as Exhibit C; and (iii) granting such other relief as the Court deems just and proper.

Dated: December 20, 2022

Respectfully submitted,

By: /s/ Danielle N. Rushing

Danielle N. Rushing

State Bar No. 24086961

drushing@dykema.com

DYKEMA GOSSETT PLLC

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Hurst, Texas 76053

Telephone: (682) 267-1351

COUNSEL TO RECEIVER

CERTIFICATE OF CONFERENCE

I hereby certify that on December 20, 2022, I conferred with Plaintiff, Securities and Exchange Commission (the "Commission") as to the terms and conditions of the employment of Bankruptcy Management Solutions Inc. dba Stretto as set forth in the foregoing application. The Commission consents to the relief sought herein.

/s/ Danielle N. Rushing
Danielle N. Rushing

CERTIFICATE OF SERVICE

I hereby certify that on December 20, 2022, the foregoing document was served via CM/ECF on all parties appearing in this case and on the following unrepresented parties on this Court's docket via email:

James Ikey
james.ikeyrcg@gmail.com

Bridy Ikey
bridydikey@gmail.com

IGroup Enterprises LLC
c/o James Ikey
james.ikeyrcg@gmail.com

John Muratore
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/s/ Danielle N. Rushing
Danielle N. Rushing

EXHIBIT A

ORDER APPROVING RECEIVER'S EMPLOYMENT OF BANKRUPTCY MANAGEMENT SOLUTIONS INC. D/B/A STRETTO AS CLAIMS AND DISBURSEMENT AGENT

Before the Court is the *Receiver's Application to Bankruptcy Management Solutions Inc. d/b/a Stretto as Claims and Disbursement Agent* (the "Application"),¹ filed by Deborah D. Williamson, Court-appointed Receiver in the Case, pursuant to the Court's *Order Appointing Receiver*, entered on December 2, 2021, in this Case; the Court finds that: (i) it has subject matter jurisdiction over the Application; (ii) it has personal jurisdiction over the Receivership Parties; (iii) Bankruptcy Management Solutions Inc. dba Stretto ("Stretto") (a) does not represent or hold any interest adverse to the Receivership Parties or the Estates and (b) is disinterested and not otherwise disqualified from representing the Receiver; (iv) the Receiver's employment of Stretto under the scope outlined in the Application is in the best interests of the Estates; (v) proper and adequate notice of the Application has been given and that no other or further notice is necessary; (vi) no objections to the Application were filed with this Court; and (vii) the Receiver has shown good, sufficient, and sound business purpose and justification for the relief requested in the Application, and that, after due deliberation thereon, good and sufficient cause exists for approving the relief requested therein; accordingly,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is **APPROVED**.
2. Pursuant to the Receivership Order, the Receiver is authorized to employ and retain Bankruptcy Management Solutions d/b/a Stretto as claims and disbursement agent in accordance with the terms detailed in Exhibit C the Application, effective as of December 14, 2022.

¹ Capitalized terms used herein but not otherwise defined shall have the meaning ascribed in the Application.

3. Stretto shall cause to be filed, through the Receiver, applications for the approval of compensation of its fees and expenses on an interim and final basis in compliance with the Court's Receivership Order, the local rules of this Court, the Billing Instructions, and such other procedures that may be fixed by an order of this Court. The Receiver shall have no obligation to compensate Stretto unless such compensation is approved by the Court.

4. This Court shall have sole and exclusive authority to hear and decide any controversy or dispute regarding Stretto's engagement by the Receiver.

SO ORDERED.

[_____], 202_.

HAL R. RAY, JR.
UNITED STATES MAGISTRATE JUDGE

Prepared and submitted by:

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COUNSEL TO RECEIVER

EXHIBIT B

**DECLARATION OF SHERYL BETANCE IN SUPPORT OF
APPLICATION TO EMPLOY BANKRUPTCY MANAGEMENT SOLUTIONS INC.
D/B/A STRETTO AS CLAIMS AND DISBURSEMENT AGENT**

I, Sheryl Betance, declare under 28 U.S.C. § 1746 and under penalty of perjury as follows:

1. I am over the age of eighteen, and I am in all respects competent to make this Declaration¹ in support of the *Receiver's Application to Employ Bankruptcy Management Solutions Inc. d/b/a Stretto as Claims and Disbursement Agent* (the "Application"), which is filed concurrently with this Declaration, to retain Stretto as claims and disbursement agent for the Receiver to advise and assist in the claims administration and disbursement processes relating to claims submitted by investors and creditors and disbursements made on behalf of the Receiver in this Case.

2. I am a Senior Managing Director of Bankruptcy Management Solutions Inc. dba Stretto ("Stretto"), and maintain an office at 410 Exchange, Suite 100, Irvine, California 92602.

3. Unless otherwise stated, I have personal knowledge of all facts set forth in this Declaration, and they are true and correct.

4. Stretto was founded over 30 years ago and has a long history in the consumer-bankruptcy and corporate-restructuring industries. Stretto has vast expertise dealing with claims noticing and administration and disbursement and has worked with fiduciaries in hundreds of receivership and bankruptcy cases. Stretto regularly partners with court-appointed receivers and is experienced in navigating the claims reconciliation and disbursement processes in highly public and complex cases. Stretto has acted as claims and disbursement agent for court-appointed receivers in SEC receivership cases similar to this Case.

¹ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed in the Application.

5. Stretto has a robust technology platform to support unique case needs and has strategic partnerships with a nationwide bank network if its assistance is needed in an ultimate distribution process. Stretto provides proprietary software that allows investors and creditors to submit claims and upload additional supporting documentation, which Stretto then uses to compile and present information and allow receivers to review and reconcile any submissions.

6. Stretto, therefore, has specialized knowledge and deep-industry experience in handling noticing and processing of filed claims and disbursements.

7. The Receiver seeks to employ, retain, and compensate Stretto to facilitate claims, noticing, and disbursement services and otherwise orchestrate the claims administration and disbursement processes in accordance with the terms set forth in the Agreements attached to the Application as Exhibit C.

8. The professional services that Stretto will render to the Receiver shall include acting as the Receiver's claims and disbursement agent to facilitate the claims, noticing and, disbursement services and otherwise orchestrate the claims administration and disbursement processes.

9. Stretto will also create a claim submission portal (tentatively to be located at cases.stretto.com/heartland) (the "Stretto Portal") that the Receiver will be able to add as a hyperlink from the Receiver's Case website (www.heartlandreceivership.com) for investors and creditors to submit claims and documents online. Stretto will aggregate all responses and claims forms (the "Claims Register") in a spreadsheet to be provided to the Receiver and her counsel at regularly scheduled intervals, or upon request.

10. The Agreements, attached to the Application as Exhibit C, contain the proposed fee structures (the "Fee") for Stretto's services. Stretto's fees will depend on the personnel assigned

to work on the matters described herein and will be billed to the Receivership Estates on an hourly basis as follows:

<u>Professional</u>	<u>Rate per Hour</u>
Analyst	\$30.00 - \$50.00
Associate/Senior Associate	\$65.00 - \$165.00
Director/Managing Director	\$175.00 - \$210.00
Executive Management	Waived
Solicitation Associate	\$190.00
Director of Securities	\$210.00

11. Stretto agrees that it is required to file with the Court interim and final fee applications in accordance with and pursuant to the Receivership Order and the Billing Instructions.

12. Other than as disclosed in the Application and in the Agreements regarding compensation to Stretto, no other agreement exists to share any compensation received by Stretto for its services to the Receiver with any other person or firm.

13. The Fee set forth in the Agreements is customary and standard for claims processing, handling, and disbursement services and has been agreed upon between Stretto and the Receiver.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: December 16, 2022



SHERYL BETANCE
SENIOR MANAGING DIRECTOR
STRETTO

EXHIBIT C

Services Agreement

This Services Agreement (this “**Agreement**”) is entered into as of December 14, 2022 between Stretto, Inc. (“**Stretto**”) and Deborah D. Williamson as Court appointed receiver (the “**Receiver**”) in the case styled SEC v. The Heartland Group Ventures, LLC, et al. pending in the United States District Court for the Northern District of Texas (the “**SEC Action**”).

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

- (a) Stretto agrees to provide the Receiver with consulting services regarding (i) legal noticing and maintenance of claims registers, creditor mailing matrices, an electronic platform for filing claims and supporting documents, and claim noticing, claim responses and disputes, disbursements, and administrative support in preparation of notices, claims, and schedules; and (ii) crisis communications, claims analysis and reconciliation, contract review and analysis, case research, public securities, depository management, treasury services, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement), and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations or court rules or orders (all such services collectively, the “**Services**”).
- (b) The Receiver acknowledges and agrees that Stretto will often take direction from the Receiver’s representatives, employees, agents and/or professionals (collectively, the “**Receiver Parties**”) with respect to providing Services hereunder. The parties agree that Stretto may rely upon, and the Receiver agrees to be bound by, any requests, advice or information provided by the Receiver Parties to the same extent as if such requests, advice or information were provided by the Receiver.
- (c) The Receiver agrees and understands that Stretto shall not provide the Receiver or any other party with legal advice.

2. Rates, Expenses and Payment

- (a) Stretto will provide the Services on an as-needed basis and upon request or agreement of the Receiver, in each case in accordance with Stretto’s Rate Structure. The Receiver agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder.
- (b) Stretto will bill the Receiver no less frequently than monthly. Stretto acknowledges that it is required to file interim and final fee applications in the SEC Action in accordance with and pursuant to the Order Appointing Receiver in the SEC Action (the “**Receivership Order**”), a copy of which is attached hereto as **Exhibit A**, and the Billing Instructions for Receivers in Civil Actions Commenced by the SEC (the “**Billing Instructions**”), a copy of which is attached hereto as **Exhibit B**. All invoices shall be due and payable upon entry of an order granting Stretto’s fee application and the expiration of any applicable objection period under applicable local rules for the United States District Court for the Northern District of Texas (the “**Local Rules**”). Stretto acknowledges that all fee applications will be interim and will be subject to cost benefit and final reviews at the close of the receivership. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., publication notice), Stretto may require advance or direct payment from the Receiver before the performance of Services hereunder. If any amount is unpaid as of 30 days after payment is due, the

Receiver agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

- (c) In the case of a dispute with respect to an invoice amount, the Receiver shall provide a detailed written notice of such dispute to Stretto within 10 days of receipt of the invoice.
- (d) The undisputed portion of the invoice will remain due and payable immediately upon entry of an order granting Stretto's fee application and the expiration of any applicable objection period under applicable Local Rules. Late charges shall not accrue on any amounts disputed in good faith.
- (e) The Receiver shall pay any fees and expenses for Services relating to, arising out of or resulting from any error or omission made by the Receiver or the Receiver Parties.
- (f) The Receiver shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Stretto or paid by Stretto to a taxing authority.
- (g) Upon execution of this Agreement and entry of an order granting the Receiver's motion to employ Stretto in the SEC Action, the Receiver shall pay Stretto an advance of \$0.00. Stretto may use such advance against unpaid fees and expenses hereunder. Stretto may use the advance against all fees and expenses upon entry of an order granting Stretto's fee application and the expiration of any applicable objection period under applicable Local Rules. The Receiver shall upon Stretto's request, which request may take the form of an invoice, replenish the advance to the original advance amount. Stretto may also, at its option hold such advance to apply against unpaid fees and expenses hereunder.
- (h) Stretto reserves the right to make reasonable increases to the Rate Structure on a periodic basis. If any such increase represents an increase greater than 10% from the previously effective level, Stretto shall provide 30 days' notice to the Receiver of such increase, which increase may be subject to Court approval.
- (i) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by Receiver using either (or both) of the following methods:

Wire Transmission

Bank Name – Pacific Western Bank

Bank Address – 110 West A Street, Suite 100, San Diego, CA 92101

ABA – 122238200

Account Number – 1000681781

Account Name – Bankruptcy Management Solutions, Inc.

Check

Stretto

Attn: Accounts Receivable

410 Exchange, Suite 100

Irvine, CA 92602

3. Retention in Bankruptcy Case

- (a) If the Receiver commences a case pursuant to title 11 of the United States Code (the "**Bankruptcy Code**"), the Receiver promptly shall file any necessary application with the Bankruptcy Court to retain Stretto to provide the Services. The form and substance of such applications and any order approving them shall be reasonably acceptable to Stretto.
- (b) If the Receiver seeks authorization in a chapter 11 case to obtain postpetition financing, including debtor-in-possession loans or use of cash collateral, the Receiver shall include Stretto's fees and expenses incurred hereunder in any professional compensation carve-out.

- (c) If any Receiver chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Stretto will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

4. Confidentiality

- (a) The Receiver and Stretto agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the receiving party's possession or known to it, independently developed by the receiving party, lawfully obtained by the receiving party from a third party or required to be disclosed by law, then the receiving party shall bear no responsibility for publicly disclosing such information.
- (b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, (i) such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time, if possible, to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) such party will limit such disclosure to the extent the such party's counsel in good faith determines such disclosure can be limited.

5. Property Rights

Stretto reserves to itself and its agents all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation and any other information or property (collectively, "**Property**") furnished by Stretto for itself or for use by the Receiver hereunder. The foregoing definition of Property shall include any and all data, from any source, downloaded, stored and maintained by Stretto's technology infrastructure. Fees and expenses paid by the Receiver do not vest in the Receiver any rights in such Property. Such Property is only being made available for the Receiver's use during and in connection with the Services provided by Stretto hereunder.

6. Bank Accounts

At the request of the Receiver or the Receiver Parties, Stretto shall be authorized to establish accounts with financial institutions in the name of and as agent for the Receiver to facilitate distributions pursuant to a Court-approved plan of distribution or other transaction. To the extent that certain financial products are provided to the Receiver pursuant to Stretto's agreement with financial institutions, Stretto may receive compensation from such institutions for the services Stretto provides pursuant to such agreement.

7. Term and Termination

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) gross negligence or willful misconduct of Stretto that causes material harm to the Receiver's duties under the Receivership Order, (ii) the failure of the Receiver to pay Stretto invoices for more than 60 days from the date of entry of an order granting Stretto's fee application and the expiration of any applicable objection period under applicable Local Rules, or (iii) the accrual of invoices or unpaid Services in excess of the advance held by Stretto where Stretto reasonably believes it likely will not be paid.

- (b) If this Agreement is terminated after Stretto is retained pursuant to Court order in the SEC Action, the Receiver promptly shall seek entry of a Court order discharging Stretto of its duties under such retention, which order shall be in form and substance reasonably acceptable to Stretto.
- (c) If this Agreement is terminated, the Receiver shall remain liable for all amounts then accrued and/or due and owing to Stretto hereunder.
- (d) If this Agreement is terminated, Stretto shall coordinate with the Receiver and, to the extent applicable, the clerk of the Court, to maintain an orderly transfer of record keeping functions, and Stretto shall provide the necessary staff, services and assistance required for such an orderly transfer. The Receiver agrees to pay for such Services pursuant to the Rate Structure.

8. No Representations or Warranties

Stretto makes no representations or warranties, express or implied, regarding the services and products sold or licensed to the Receiver hereunder or otherwise with respect to this Agreement, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

9. Indemnification

- (a) To the fullest extent permitted by applicable law, the Receiver shall indemnify and hold harmless Stretto and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (collectively, the “**Indemnified Parties**”) from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, “**Losses**”) resulting from, arising out of or related to Stretto’s performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.
- (b) Stretto and the Receiver shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the Services provided hereunder.
- (c) The Receiver’s indemnification of Stretto hereunder shall exclude Losses resulting from Stretto’s negligence, willful misconduct, or failure to comply with the terms of this Agreement or Court order entered in the SEC Action.
- (d) The Receiver’s indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Stretto’s liability to the Receiver for any Losses, unless due to Stretto’s negligence, willful misconduct, or failure to comply with the terms of this Agreement or Court order entered in the SEC Action, shall be limited to the total amount paid by the Receiver to Stretto for the portion of the particular work that gave rise to the alleged Loss. In no event shall Stretto be liable for any indirect, special or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

11. Receiver Data

- (a) The Receiver is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any Receiver Party submits for processing to Stretto and for the output of such information, including, without limitation, with respect to preparation of notices, schedules, and claims (collectively, “**Notices**”). Stretto bears no responsibility for the accuracy and content of the Notices, and the Receiver is deemed hereunder to have approved and reviewed all Notices filed or served on its behalf.
- (b) The Receiver agrees, represents and warrants to Stretto that before delivery of any information to Stretto: (i) the Receiver has full authority to deliver such information to Stretto; and (ii) Stretto is authorized to use such information to perform Services hereunder and as otherwise set forth in this Agreement.
- (c) Any data, storage media, programs or other materials furnished to Stretto by the Receiver may be retained by Stretto until the Services provided hereunder are paid in full. The Receiver shall remain liable for all fees and expenses incurred by Stretto under this Agreement as a result of data, storage media or other materials maintained, stored or disposed of by Stretto. Any such disposal shall be in a manner requested by or acceptable to the Receiver; provided that if the Receiver has not utilized Stretto’s Services for a period of 90 days or more, Stretto may dispose of any such materials in a manner to be determined in Stretto’s sole reasonable discretion, and be reimbursed by the Receiver for the expense of such disposition, after giving the Receiver 30 days’ notice. The Receiver agrees to initiate and maintain backup files that would allow the Receiver to regenerate or duplicate all programs, data or information provided by the Receiver to Stretto.
- (d) Stretto and the Receiver agree that this Agreement is subject to the terms set forth in the GDPR Addendum attached hereto as Exhibit A, which are incorporated herein by reference.
- (e) Notwithstanding the foregoing, if Stretto is retained pursuant to Court order, disposal of any Receiver data, storage media or other materials shall comply with any applicable court orders and rules or clerk’s office instructions.

12. California Consumer Privacy Act.

- (a) Definitions. In this Section,
 - (i) “**CCPA**” means the California Consumer Privacy Act of 2018, including amendments and final regulations;
 - (ii) “**Personal Information**” has the same meaning given to such term under section 1798.140 of the CCPA and is limited to any Receivership data provided to Stretto by the Receivership in order for Stretto to provide Services under this Agreement; and
 - (iii) “**Commercial Purposes**,” “**Sell**,” “**Business**,” and “**Service Provider**” have the same meanings assigned to them in section 1798.140 of the CCPA.
- (b) Relationship Between the Parties. To the extent the Receivership entities are considered Businesses under California law, and subject to the terms of this Section 12, Stretto will act solely as Receivership’s Service Provider with respect to Personal Information.
- (c) Restrictions. Stretto certifies it will not: (i) Sell Personal Information or (ii) collect, retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services specified in this Agreement, including collecting, retaining, using, or disclosing Personal Information for any Commercial Purpose other than providing the Services specified in this Agreement unless otherwise permitted under the CCPA.

13. Non-Solicitation

The Receiver agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of Stretto during the term of this Agreement and for a period of 12 months after termination thereof unless Stretto provides prior written consent to such solicitation or retention.

14. Force Majeure

Whenever performance by Stretto of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Stretto's reasonable control, then such performance shall be excused.

15. Choice of Law

The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

16. [Intentionally Omitted]

17. Integration: Severability; Modifications: Assignment

- (a) Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements and communications between the parties relating to the subject matter hereof.
- (b) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Receiver and an officer of Stretto.
- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Stretto may assign this Agreement to a wholly-owned subsidiary or affiliate without the Receiver's consent.

18. Effectiveness of Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

19. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Stretto: Stretto
410 Exchange, Ste. 100
Irvine, CA 92602
Attn: Sheryl Betance
Tel: 714.716.1872
Email: sheryl.betance@stretto.com

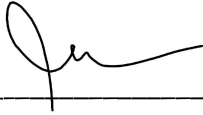
If to the Receiver: Deborah D. Williamson, Receiver
Dykema Gossett PLLC
112 E. Pecan Street, Suite 1800
San Antonio, Texas 78205
dwilliamson@dykema.com

With a copy to: Daniele N. Rushing
Dykema Gossett PLLC
112 E. Pecan Street, Suite 1800
San Antonio, Texas 78205
drushing@dykema.com

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

Stretto



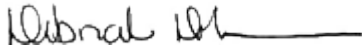
By:

James M. Le

Title:

Co-President & Chief Operating Officer

Deborah D. Williamson, in her Capacity as Court-Appointed Receiver



By: Deborah D. Williamson, Receiver

Title: Deborah D. Williamson, Solely in her Capacity as
Court-appointed Receiver in TXND Case No. 4-21cv-1310-O-BP

Exhibit A

GDPR Addendum

This GDPR Addendum is a part of the Services Agreement (the “**Agreement**”) by and between Stretto (the “**Processor**”)¹ and the Receiver (together, the “**Parties**”).

RECITALS

WHEREAS,

- (A) The Processor and the Receivership have agreed to the following terms regarding the Processing of Receivership Personal Data.
- (B) The Receivership acts as a Controller of the Receivership Personal Data.
- (C) The Receivership wishes to subcontract certain Services, pursuant to the Agreement, which imply and require the processing of personal data, to the Processor.
- (D) The Receivership instructs the Processor to process Receivership Personal Data.
- (E) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or “**GDPR**”).

NOW THEREFORE, the Receivership and the Processor agree as follows:

1. **Definitions.** The parties agree that the following terms, when used in this GDPR Addendum, shall have the following meanings:
 - (a) “**Addendum**” shall mean this GDPR Addendum;
 - (b) “**Receivership Personal Data**” means any Personal Data Processed by the Processor or a Subprocessor on behalf of the Receivership pursuant to or in connection with the Agreement, and may include, for example, Personal Data of Receivership’s employees, clients, customers, creditors, equity interest holders, or counter-parties;
 - (c) “**Data Protection Laws**” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
 - (d) “**Services**” means the services the Processor provides to the Receivership pursuant to the Agreement;
 - (e) “**Subprocessor**” means any person appointed by or on behalf the Processor to process Personal Data on behalf of the Receivership in connection with the Agreement;

¹ Capitalized terms utilized but not defined in the GDPR Addendum have the meanings ascribed to them in the Agreement.

- (f) **“Technical and organizational security measures”** means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;
- (g) The terms **“Commission”**, **“Controller”**, **“Data Subject”**, **“Member State”**, **“Personal Data”**, **“Personal Data Breach”**, **“Processor”**, **“Processing”**, **“Special Categories of Personal Data”**, and **“Supervisory Authority”** shall have the same meaning as in the GDPR, and their derivative terms shall be construed accordingly.

2. Obligations of the Receivership. The Receivership agrees and warrants:

- (a) that the Processing, including the transfer itself, of the Receivership Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the applicable Data Protection Laws (and, where applicable, has been notified to the relevant authorities of the Member State);
- (b) that it has instructed and throughout the duration of the Services will instruct the Processor to process the Receivership Personal Data transferred only on the Receivership’s behalf and in accordance with the applicable Data Protection Laws, the Agreement, and this Addendum;
- (c) that the Processor will provide sufficient guarantees in respect of the technical and organizational security measures;
- (d) that after assessment of the requirements of the applicable data protection law, the technical and organizational security measures are appropriate to protect the Receivership Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the technical and organizational security measures; and
- (f) that the Receivership Personal Data transferred to Processor does not include or involve any special categories of data, as defined by Article 9 of the GDPR.

3. Obligations of the Processor. The Processor agrees and warrants:

- (a) to comply with the Data Protection Laws;
- (b) to process the Receivership Personal Data only on behalf of the Receivership and in compliance with its instructions and this Addendum; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the Receivership of its inability to comply, in which case the Receivership is entitled to suspend the processing of data and/or terminate the Agreement;

- (c) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the Receivership and its obligations under the Agreement and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the Receivership as soon as it is aware, in which case the Receivership is entitled to suspend the transfer of data and/or terminate the Agreement;
- (d) that it has implemented reasonable and appropriate technical and organizational security measures before processing the Receivership Personal Data;
- (e) that it will promptly notify the Receivership about:
 - i. any legally binding request for disclosure of the Receivership Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - ii. any accidental or unauthorized access; and
 - iii. any request received directly from any data subject without responding to that request, unless it has been otherwise authorized to do so by the Receivership or as required by any applicable law;
- (f) to deal promptly and properly with all inquiries from the Receivership relating to its Processing of the Receivership Personal Data and to abide by the advice of the supervisory authority with regard to the processing of the Receivership Personal Data;
- (g) to take reasonable steps to ensure the reliability of any employee, agent, or contractor of any Subprocessor who may have access to the Receivership Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Receivership Personal Data, as strictly necessary to perform the Services under the Agreement, and to comply with Data Protection Laws in the context of that individual's duties to the Subprocessor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; and
- (h) that it shall not use (or disclose any Receivership Personal Data to) any Subprocessor unless required or authorized by the Receivership with prior written consent.

4. Obligations after Termination of Personal Data Processing Services.

- (a) The Parties agree that within 10 business days of the termination of the Agreement or provision of Services, the Processor and any Subprocessor shall, at the choice of the Receivership, return all Receivership Personal Data and the copies thereof to the Receivership or shall destroy all the Receivership Personal Data and certify to the Receivership that it has done so, unless legislation imposed upon the Processor prevents it from returning or destroying all or part of the Receivership Personal Data. In that case, the Processor warrants that it will guarantee the confidentiality of the

Receivership Personal Data and will not further process the Receivership Personal Data.

- (b) The Processor and any Subprocessor warrant that upon request of the Receivership and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the technical and organizational security measures.

- 5. **Notices.** All notices and communications given under this Addendum must be delivered as provided for by the Agreement.

Prevailing Rate Structure

Consulting Rates

Position	Hourly Rate
Associate	\$275
Senior Associate	\$325
Director	\$345
Managing Director	\$395
Senior Managing Director	\$595

Printing & Disbursement Services

Services	Pricing
Printing	\$0.10 (per image)
Customization/Envelope Printing	\$0.05 (each)
Document Folding and Inserting	Waived
Postage/Overnight Delivery	Preferred Rates
Email Noticing	Waived
Fax Noticing	\$0.10 (per page)
Envelopes	Varies by Size
Coordinate and Publish Legal Notices	Available on Request

Electronic Services

Services	Pricing
Case Website Set-Up	Waived
Custom Software, Workflow and Review Resources	Quoted at Time of Request
Robotic Process Automation	Varies by Use
eDiscovery	Quoted at Time of Request

Call Center Support Services

Services	Pricing
Case-Specific Voice-Mail Box for Creditors	Waived
Interactive Voice Response (Per Minute)	Waived
Monthly Maintenance Charge	Waived
Management of Call Center (Per Hour)	Standard Hourly Rates

Disbursement Services

Services	Pricing
Check Issuance	\$1.25 (per check)
W-9 Mailing and Maintenance of TIN Database	Standard Hourly Rates
Public Securities	Quoted at Time of Request

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

UNITED STATES SECURITIES
AND EXCHANGE COMMISSION,

Plaintiff,

v.

THE HEARTLAND GROUP VENTURES, LLC;
HEARTLAND PRODUCTION AND RECOVERY
LLC; HEARTLAND PRODUCTION AND
RECOVERY FUND LLC; HEARTLAND
PRODUCTION AND RECOVERY FUND II LLC;
THE HEARTLAND GROUP FUND III, LLC;
HEARTLAND DRILLING FUND I, LP; CARSON
OIL FIELD DEVELOPMENT FUND II, LP;
ALTERNATIVE OFFICE SOLUTIONS, LLC;
ARCOIL CORP.; BARRON PETROLEUM
LLC; JAMES IKEY; JOHN MURATORE;
THOMAS BRAD PEARSEY; MANJIT SINGH
(AKA ROGER) SAHOTA; and RUSTIN
BRUNSON,

Defendants,

and

DODSON PRAIRIE OIL & GAS LLC, et al.

Relief Defendants.

Civil No. 4:21-cv-01310-O

FILED UNDER SEAL

ORDER APPOINTING RECEIVER

WHEREAS this matter has come before this Court upon motion of the Plaintiff U.S. Securities and Exchange Commission (“SEC”, “Commission” or “Plaintiff”) to appoint a receiver in the above-captioned action; and,

WHEREAS the Court finds that, based on the record in these proceedings, the appointment of a receiver in this action is necessary and appropriate for the purposes of marshaling and preserving all assets of the Defendants (the “Receivership Assets”) and those assets of the Relief Defendants that: (a) are attributable to funds derived from investors or clients of the Defendants; (b) are held in constructive trust for the Defendants; (c) were fraudulently transferred by the Defendants; and/or (d) may otherwise be includable as assets of the estates of the Defendants (collectively, the “Recoverable Assets”); and,

WHEREAS this Court has subject matter jurisdiction over this action and personal jurisdiction over the Defendants, and venue properly lies in this district.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Court hereby takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the Defendants The Heartland Group Ventures, LLC; Heartland Production and Recovery LLC; Heartland Production and Recovery Fund LLC; Heartland Production and Recovery Fund II LLC; The Heartland Group Fund III, LLC; Heartland Drilling Fund I, LP; Carson Oil Field Development Fund II, LP; Alternative Office Solutions, LLC; Arcooil Corp.; and Barron Petroleum LLC; and Relief Defendants Dodson Prairie Oil & Gas LLC; Panther City Energy LLC; Encypher Bastion, LLC; Barron Energy Corporation; Dallas Resources Inc.; Leading Edge Energy, LLC; Sahota Capital LLC; and 1178137 B.C. LTD. (collectively, the “Receivership Parties”).

2. Until further Order of this Court, Deborah Williamson (“Williamson”), Dykema Gossett PLLC is hereby appointed to serve without bond as receiver (the “Receiver”) for the estates of the Receivership Parties. Because Williamson is located in San Antonio, Texas, outside the Fort

Worth Division of the Northern District of Texas, she shall retain as local counsel, and otherwise utilize, Rose L. Romero (“Romero”), of the Law Offices of Romero/Kozub. Romero is familiar with the processes involved in this case and more importantly is familiar with this division and is available to appear on short notice.

I. Asset Freeze

3. Except as otherwise specified herein, all Receivership Assets and Recoverable Assets are frozen until further order of this Court. Accordingly, all persons and entities with direct or indirect control over any Receivership Assets and/or any Recoverable Assets, other than the Receiver, are hereby restrained and enjoined from directly or indirectly transferring, setting off, receiving, changing, concealing, selling, destroying, commingling, pledging, offsetting, assigning, liquidating or otherwise disposing of or withdrawing such assets. This freeze shall include, but not be limited to, Receivership Assets and/or Recoverable Assets that are on deposit with any entity or person, including financial institutions such as banks, brokerage firms and mutual funds.

4. Receivership Parties and each of their past and/or present officers, directors, agents, managers, general and limited partners, trustees, attorneys, accountants, vendors and third parties (including, but not limited to, all entities hosting servers, databases, any proprietary information, any electronic or digital format information, backup or storage files and/or computers, and all entities with possession of any aircraft), consultants and employees of the entity Receivership Parties, as well as all other entities and individuals, are hereby prohibited from selling, encumbering, transferring, gifting or otherwise disposing of any Receivership Assets and Recoverable Assets. The Receiver shall file a motion and obtain authority of this Court to dispose of, or abandon, any Receivership Assets and/or Recoverable Assets.

II. General Powers and Duties of Receiver

5. The Receiver shall have all powers, authorities, rights and privileges heretofore

possessed by the officers, directors, managers and general and limited partners of the entity Receivership Parties under applicable state and federal law, by the governing charters, bylaws, articles and/or agreements in addition to all powers and authority of a receiver at equity, and all powers conferred upon a receiver by the provisions of 28 U.S.C. §§ 754, 959 and 1692, and Fed. R. Civ. P. 66.

6. The trustees, directors, officers, managers, employees, investment advisors, accountants, attorneys and other agents of the Receivership Parties are hereby dismissed and the powers of any general partners, officers, directors and/or managers are hereby suspended. Such persons and entities shall have no authority with respect to the Receivership Parties' operations or assets, except to the extent as may hereafter be expressly granted by the Receiver. The Receiver shall assume and control the operation of the Receivership Parties and shall pursue and preserve all of their claims.

7. No person holding or claiming any position of any sort with any of the Receivership Parties shall possess any authority to act by or on behalf of any of the Receivership Parties.

8. Subject to the specific provisions in Sections III through XIV, below, the Receiver shall have the following general powers and duties:

A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Parties, including, but not limited to, monies, funds, securities, credits, effects, goods, electronic devices, including phones and computers, chattels, lands, aircraft, vehicles, premises, leases, claims, rights and other assets, together with all rents, profits, dividends, interest or other income attributable thereto, of whatever kind, which the Receivership Parties own, possess, lease, have a beneficial interest in, or control directly or indirectly ("Receivership Property" or, collectively, the "Receivership Estates");

B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Parties; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

C. To manage, control, operate and maintain the Receivership Estates and hold

in the Receiver's possession, custody and control all Receivership Property, pending further Order of this Court;

- D. To terminate, continue and/or modify any business operations;
- E. To abandon any asset that, in the exercise of the Receiver's reasonable business judgment, will not provide benefit or value to the Receivership Estates;
- F. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging all duties as Receiver;
- G. To take any action which, prior to the entry of this Order, could have been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Parties;
- H. To engage and employ persons in the Receiver's discretion to assist the Receiver in carrying out the Receiver's duties and responsibilities hereunder, including, but not limited to, accountants, attorneys, field and contract operators, appraisers, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;
- I. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;
- J. The Receiver is authorized to issue subpoenas for documents and testimony consistent with the Federal Rules of Civil Procedure;
- K. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging the Receiver's duties;
- L. To pursue, resist and defend all suits, actions, claims and demands which may now be pending or which may be brought by or asserted against the Receivership Estates; and
- M. To enforce the rights of any Receivership Parties for policies
- N. To take such other action as may be approved by this Court.

III. Access to Information

9. The Receivership Parties and their past and/or present officers, employees, consultants, directors, agents, managers, general and limited partners, shareholders, trustees,

attorneys, accountants, vendors and other third parties (including, but not limited to, all entities hosting servers, databases, any proprietary information, well files, and all other information related to the facilities, operation, drilling, or production of hydrocarbons, any electronic or digital format information, backup or storage files and/or computers), as well as those acting in their place, are hereby ordered and directed to preserve and turn over to the Receiver or designee forthwith all paper and electronic information of, and/or relating to, the Receivership Parties and/or all Receivership Property, including, but not limited to, all storage lockers, well equipment, leased property, well sites, pumping equipment, offices, control and communication equipment and facilities; such information shall include but not be limited to computers, laptops, servers, ipads, tablets, cellphones, other communication devices, backup data devices, electronic files and databases, books, records, documents, accounts and all other instruments and papers, whether in digital format, or otherwise. All such parties are directed to immediately turn over to the Receiver all passwords, pass cards, combinations to safes, keys to any locked cabinets or facilities, fobs or key cards, pass codes, user IDs, secondary user ID information such as recovery questions and answers, and any other device or information required to access any information of any Receivership Party.

10. Manjit “Roger” Singh Sahota, Monroe Sahota, Sunny Sahota, Harprit Sahota, James Ikey, John Muratore, Thomas Brad Pearsey, Bridy Ikey, Rustin Brunson, and the Receivership Parties and their past and/or present officers, directors, agents, managers, general and limited partners, shareholders, employees, consultants, trustees, attorneys, accountants, vendors and other third parties (including, but not limited to, all entities hosting servers, databases, any proprietary information, any electronic or digital format information, backup or storage files and/or computers), are hereby ordered and directed to (a) preserve and not delete or encrypt any and all

data, numbers, email, texts, electronic communications, recordings, and pictures, and (b) preserve and not destroy, alter or make unusable any devices, including, but not limited to, telephones, cell phones, cellular devices, computers, servers, laptops, iPads, tablets, cameras, and all other electronic and cellular devices.

11. Within twenty (20) days of the entry of this Order, the Receivership Parties shall file with the Court and serve upon the Receiver and the Commission a sworn statement, listing: (a) the identity, location and estimated value of all Receivership Property; (b) all employees (and job titles thereof), other personnel, attorneys, accountants and any other agents or contractors of the Receivership Parties; and, (c) the names, addresses and amounts of claims of all known creditors of the Receivership Parties.

12. Within thirty (30) days of the entry of this Order, the Receivership Parties shall file with the Court and serve upon the Receiver and the Commission a sworn statement and accounting, with complete documentation, covering the period from January 1, 2018 to the present:

A. Of all Receivership Property, wherever located, held by or in the name of the Receivership Parties, or in which any of them, directly or indirectly, has or had any beneficial interest, or over which any of them maintained or maintains and/or exercised or exercises control, including, but not limited to: (a) all securities, investments, funds, real estate, automobiles, aircraft, jewelry, coins, guns, gold silver, platinum, palladium, jade, diamonds, sapphires, emeralds, rubies, alexandrites, tanzanites, pearls, all electronic or crypto currency and any relevant access data, keys, passwords, and passcodes, and other assets, stating the location of each; and (b) any and all accounts, including all funds held in such accounts, with any bank, brokerage or other financial institution held by, in the name of, or for the benefit of any of them, directly or indirectly, or over which any of them maintained or maintains and/or exercised or exercises any direct or indirect control, or in which any of them had or has a direct or indirect beneficial interest, including the account statements from each bank, brokerage or other financial institution;

B. Identifying every account at every bank, brokerage or other financial institution: (a) over which Receivership Parties have signatory authority; and (b) opened by, in the name of, or for the benefit of, or used by, the Receivership Parties;

C. Identifying all credit, bank, charge, debit or other deferred payment card issued to or used by each Receivership Defendant, including but not limited to the

issuing institution, the card or account number(s), all persons or entities to which a card was issued and/or with authority to use a card, the balance of each account and/or card as of the most recent billing statement, and all statements for the last 36 months;

D. Of all assets received by any of them from any person or entity, including the value, location, and disposition of any assets so received;

E. Of all funds received by the Receivership Parties, and each of them, in any way related, directly or indirectly, to the conduct alleged in the Commission's Complaint. The submission must clearly identify, among other things, all investors, the securities they purchased, the date and amount of their investments, and the current location of such funds;

F. Of all expenditures exceeding \$1,000 made by any of them, including those made on their behalf by any person or entity; and

G. Of all transfers of assets made by any of them.

13. Within thirty (30) days of the entry of this Order, the Receivership Parties shall provide to the Receiver and the Commission copies of each of the Receivership Parties' complete federal income tax returns with all schedules for 2018 through the present with all relevant and necessary underlying documentation.

14. The Receivership Parties' past and/or present officers, directors, agents, attorneys, managers, shareholders, employees, accountants, debtors, creditors, managers and general and limited partners, and other appropriate persons or entities shall answer under oath to the Receiver all questions which the Receiver may put to them and produce all documents as required by the Receiver regarding the business of the Receivership Parties, or any other matter relevant to the operation or administration of the receivership or the collection of funds due to the Receivership Parties. In the event that the Receiver deems it necessary to require the appearance of the aforementioned persons or entities, the Receiver shall make its discovery requests in accordance with the Federal Rules of Civil Procedure.

15. To issue subpoenas to compel testimony of persons or production of records,

consistent with the Federal Rules of Civil Procedure and applicable Local Rules, except for the provisions of Fed. R. Civ. P. 26(d)(1), concerning any subject matter within the powers and duties granted by this Order.

16. The Receivership Parties are required to assist the Receiver in fulfilling the Receiver's duties and obligations. As such, they must respond promptly and truthfully to all requests for information and documents from the Receiver.

IV. Access to Books, Records and Accounts

17. The Receiver is authorized to take immediate possession of all assets, bank accounts or other financial accounts, books and records, registration certificates for all aircraft, and all other documents or instruments relating to the Receivership Parties. All persons and entities having control, custody or possession of any Receivership Property are hereby directed to immediately turn such property over to the Receiver.

18. The Receivership Parties, as well as their agents, servants, employees, attorneys, any persons acting for or on behalf of the Receivership Parties, and any persons receiving notice of this Order by personal service, facsimile transmission, electronic mail, text, or otherwise, having possession of the property, business, books, records, accounts, or assets of the Receivership Parties are hereby directed to deliver the same to the Receiver, the Receiver's agents and/or employees.

19. All banks, brokerage firms, financial institutions, and other persons or entities which have possession, custody or control of any assets or funds held by, in the name of, or for the benefit of, directly or indirectly, any of the Receivership Parties that receive actual notice of this Order by personal service, facsimile transmission or otherwise shall:

- A. Not liquidate, transfer, sell, convey or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Parties except upon instructions from the Receiver;
- B. Not exercise any form of set-off, alleged set-off, lien, or any form of self

help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this Court;

C. Within five (5) business days of receipt of that notice, file with the Court and serve on the Receiver and counsel for the Commission a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date of receipt of the notice; and,

D. Cooperate expeditiously in providing information and transferring funds, assets and accounts to the Receiver or at the direction of the Receiver.

V. Access to Real and Personal Property

20. The Receiver is authorized to take immediate possession of all personal property of the Receivership Parties, wherever located, including but not limited to electronically stored information, computers, laptops, hard drives, external storage drives, and any other such memory, media or electronic storage devices, books, papers, data processing records, evidence of indebtedness, bank records and accounts, savings records and accounts, brokerage records and accounts, certificates of deposit, stocks, bonds, debentures, and other securities and investments, contracts, mortgages, furniture, office supplies, equipment, automobile titles, and registration certificates for all aircraft.

21. The Receiver is authorized to take immediate possession of all real property of the Receivership Parties, wherever located, including but not limited to all ownership and leasehold interests and fixtures. Upon receiving actual notice of this Order by personal service, facsimile transmission, electronic mail, text, or otherwise, all persons other than law enforcement officials acting within the course and scope of their official duties, are (without the express written permission of the Receiver) prohibited from: (a) entering such premises; (b) removing anything from such premises; or (c) destroying, concealing or erasing anything on such premises.

22. In order to execute the express and implied terms of this Order, the Receiver is authorized to change all locks, security codes, and other access to the premises described above.

The Receiver shall have exclusive control of the keys and any security codes. The Receivership Parties, or any other person acting or purporting to act on their behalf, are ordered not to change the locks in any manner, nor to have duplicate keys made, nor shall they have keys in their possession during the term of the receivership. In order to execute the express and implied terms of this Order, the Receiver is authorized to change all user IDs and passwords and access for any electronic files or information of the Receivership Parties and/or all Receivership Property described above. The Receiver shall have exclusive control of all such access, user IDs and passwords.

23. The Receiver is authorized to open all mail directed to or received by or at the offices or post office boxes of the Receivership Parties, and to inspect all mail opened prior to the entry of this Order, to determine whether items or information therein fall within the mandates of this Order.

24. Upon the request of the Receiver, the United States Marshal Service, in any judicial district, is hereby ordered to assist the Receiver in carrying out the Receiver's duties to take possession, custody and control of, or identify the location of, any assets, records or other materials belonging to the Receivership Estate, including, without limitation, taking control of, sequestering and securing following:

- A. premises at 471 State Highway 67, Graham, Texas 76450;
- B. real estate and premises in or near Eldorado, Texas with the coordinates: 30.847820, -100.934100, owned by Dallas Resources Inc.;
- C. real estate and premises in or near San Angelo, Texas, with the description of Lot 8, Section 1, STONEWALL FIELDS SUBDIVISION, Tom Green County, Texas; Property ID R000103065 in Tom Green County, Texas; and/or 12642

Raspberry Lane, San Angelo, Texas;

D. model CL-600-2B16 fixed wing multi-engine aircraft manufactured by Canadair Ltd., with N-Number 486BG, serial number 5133, and registered owner Dallas Resources Inc., wherever it may be located.

E. model A109S rotorcraft aircraft manufactured by Agusta Spa, with N-Number 709DM, serial number 22043, and registered owner Dallas Resources Inc., wherever it may be located; and

F. Certain oil and gas assets located in Val Verde County, Texas, which shall be identified by the Receiver.

VI. Notice to Third Parties

25. The Receiver shall promptly give notice of this appointment to all known officers, directors, agents, employees, shareholders, creditors, debtors, managers and general and limited partners of the Receivership Parties, as the Receiver deems necessary or advisable to effectuate the operation of the receivership.

26. All persons and entities owing any obligation, debt, or distribution with respect to an ownership interest to any Receivership Defendant shall, until further ordered by this Court, pay all such obligations in accordance with the terms thereof to the Receiver and its receipt for such payments shall have the same force and effect as if the Receivership Defendant had received such payment.

27. In furtherance of the Receiver's responsibilities in this matter, the Receiver is authorized to communicate with, and/or serve this Order upon, any person, entity or government office that he deems appropriate to inform them of the status of this matter and/or the financial condition of the Receivership Estates. All government offices which maintain public files of security interests in real and personal property shall, consistent with such office's applicable

procedures, record this Order upon the request of the Receiver or the SEC.

28. The Receiver is authorized to instruct the United States Postmaster to hold and/or reroute mail which is related, directly or indirectly, to the business, operations or activities of any of the Receivership Parties (the "Receiver's Mail"), including all mail addressed to, or for the benefit of, the Receivership Parties. The Postmaster shall not comply with, and shall immediately report to the Receiver, any change of address or other instruction given by anyone other than the Receiver concerning the Receiver's Mail. The Receivership Parties shall not open any of the Receiver's Mail and shall immediately turn over such mail, regardless of when received, to the Receiver. All personal mail and/or any mail appearing to contain privileged information, and/or any mail not falling within the mandate of the Receiver, shall be released to the named addressee by the Receiver. The foregoing instructions shall apply to any proprietor, whether individual or entity, of any private mail box, depository, business or service, or mail courier or delivery service, hired, rented or used by the Receivership Parties. The Receivership Parties shall not open a new mailbox, or take any steps or make any arrangements to receive mail in contravention of this Order, whether through the U.S. mail, a private mail depository or courier service. The Receiver is authorized to receive, review and respond to all email, electronic communications, and electronic messages of the Receivership Parties. The Receiver shall be given all passwords and other identifying information necessary to take control of all Receivership Parties' electronic mail and messaging, and the Receiver shall have exclusive control of all such email, messages and related data.

29. Subject to payment for services provided after the appointment of the Receiver, any entity furnishing internet, broadband, pumping, transportation, drilling, water, electric, telephone, sewage, garbage or trash removal services to the Receivership Parties shall maintain such service

and transfer any such accounts to the Receiver unless instructed to the contrary by the Receiver.

30. The Receiver is authorized to assert, prosecute and/or negotiate any claim under any insurance policy held by or issued on behalf of the Receivership Parties, or their officers, directors, agents, employees or trustees, and to take any and all appropriate steps in connection with such policies.

VII. Injunction Against Interference with Receiver

31. The Receivership Parties and all persons receiving notice of this Order by personal service, facsimile, electronic mail, or otherwise, are hereby restrained and enjoined from directly or indirectly taking any action or causing any action to be taken, without the express written agreement of the Receiver, which would:

A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property, or moving any aircraft bearing N-numbers 486BG or 709DM from their current location;

B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of the Receiver's duties; such prohibited actions include but are not limited to, concealing, destroying or altering records or information;

C. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include but are not limited to, releasing claims or disposing, transferring, exchanging, assigning or in any way conveying any Receivership Property, enforcing judgments, assessments or claims against any Receivership Property or any Receivership Defendant, attempting to modify, cancel, terminate, call, extinguish, revoke or accelerate (the due date), of any lease, loan, mortgage, indebtedness, security agreement or other agreement executed by any Receivership Defendant or which otherwise affects any Receivership Property; or

D. Interfere with or harass the Receiver, or interfere in any manner with the exclusive jurisdiction of this Court over the Receivership Estates.

32. The Receivership Parties shall cooperate with and assist the Receiver in the performance of the Receiver's duties.

33. Creditors and all officers and directors of the Receivership Parties are hereby prohibited and restrained from filing, commencing, taking, or enforcing any action, including the filing of any lawsuit in any federal or state court as well as any voluntary or involuntary bankruptcy case pursuant to the United States Bankruptcy Code, against any Receivership Property or any of the Receivership Parties.

34. Landlords and lessors are prohibited and restrained from prohibiting or restricting access to any Receivership Property or commencing, taking, or enforcing any action against Receivership Property or the Receivership Parties.

35. Lessors and owners of surface rights are prohibited and restrained from prohibiting or restricting access to any Receivership Property or commencing, taking, or enforcing any action against Receivership Property or any of the Receivership Parties.

36. The Receiver shall promptly notify the Court and SEC counsel of any failure or apparent failure of any person or entity to comply in any way with the terms of this Order.

VIII. Stay of Litigation

37. As set forth in detail below, the following proceedings, excluding the instant proceeding and all police or regulatory actions and actions of the Commission related to the above-captioned enforcement action, are stayed until further Order of this Court:

All civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings and voluntary or involuntary bankruptcy cases or petitions, arbitration proceedings, foreclosure actions, Texas Railroad Commission proceedings, default proceedings, or other actions of any nature involving: (a) the Receiver, in the Receiver's capacity as Receiver; (b) any Receivership Property, wherever located; (c) any of the Receivership Parties, including subsidiaries and partnerships; or, (d) any of the Receivership Parties' past or present officers, directors, managers, agents, or general or limited partners sued for, or in connection with, any action taken by them while acting in such capacity of any nature, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings are hereinafter referred to as "Ancillary Proceedings").

38. The parties to any and all Ancillary Proceedings are enjoined from commencing or

continuing any such legal proceeding, or from taking any action, in connection with any such proceeding, including, but not limited to, the issuance or employment of process.

39. All Ancillary Proceedings are stayed in their entirety, and all Courts having any jurisdiction thereof are enjoined from taking or permitting any action until further Order of this Court. Further, as to a cause of action accrued or accruing in favor of one or more of the Receivership Parties against a third person or party, any applicable statute of limitation is tolled during the period in which this injunction against commencement of legal proceedings is in effect as to that cause of action.

IX. Managing Assets

40. The Receiver shall establish one or more custodial accounts at a federally insured bank to receive and hold all cash equivalent Receivership Property (the “Receivership Funds”).

41. The Receiver may, without further Order of this Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.

42. Subject to Paragraph 43, immediately below, the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all personal and real property in the Receivership Estates, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property.

43. Upon further Order of this Court, pursuant to such procedures as may be required by this Court and additional authority such as 28 U.S.C. §§ 2001 and 2004, the Receiver will be

authorized to sell, and transfer clear title to, all real property in the Receivership Estates.

44. The Receiver is authorized to take all actions to manage, maintain, and/or winddown business operations of the Receivership Estates, including making legally required payments to creditors, employees, and agents of the Receivership Estates and communicating with vendors, investors, governmental and regulatory authorities, and others, as appropriate.

X. Investigate and Prosecute Claims

45. Subject to the requirement, in Section VIII above, that leave of this Court is required to resume or commence certain litigation, the Receiver is authorized, empowered and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may in the Receiver's discretion, and in consultation with SEC counsel, be advisable or proper to recover and/or conserve Receivership Property.

46. Subject to the Receiver's obligation to expend receivership funds in a reasonable and cost-effective manner, the Receiver is authorized, empowered and directed to investigate the manner in which the financial and business affairs of the Receivership Parties were conducted and (after obtaining leave of this Court) to institute such actions and legal proceedings, for the benefit and on behalf of the Receivership Estate, as the Receiver deems necessary and appropriate; the Receiver may seek, among other legal and equitable relief, the imposition of constructive trusts, disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission and restitution, collection of debts, and such other relief from this Court as may be necessary to enforce this Order. Where appropriate, the Receiver should provide prior notice to Counsel for the Commission before commencing investigations and/or actions.

47. The Receiver hereby holds, and is therefore empowered to waive, all privileges, including the attorney-client privilege, held by all entity Receivership Parties. All files of any

attorney representing any Receivership Parties shall be immediately turned over to the Receiver upon written request.

48. The receiver has a continuing duty to ensure that there are no conflicts of interest between the Receiver, the Receiver's Retained Personnel (as that term is defined below), and the Receivership Estate.

XI. Bankruptcy Filing

49. The Receiver may seek authorization of this Court to file voluntary petitions for relief under Title 11 of the United States Code (the "Bankruptcy Code") for any of the Receivership Parties. If a Receivership Defendant is placed in bankruptcy proceedings, the Receiver may become, and may be empowered to operate each of the Receivership Estates as a debtor in possession. In such a situation, the Receiver shall have all of the powers and duties as provided a debtor in possession under the Bankruptcy Code to the exclusion of any other person or entity. Pursuant to Paragraph 5 above, the Receiver is vested with management authority for all entity Receivership Parties and may therefore file a chapter 11 petition and manage a chapter 11 case and estate.

50. The provisions of Section VIII above bar any person or entity, other than the Receiver, from placing any of the Receivership Parties in bankruptcy proceedings.

XII. Liability of Receiver

51. Until further Order of this Court, the Receiver shall not be required to post bond or give an undertaking of any type in connection with the Receiver's fiduciary obligations in this matter.

52. The Receiver, the Receiver's attorneys and other agents, acting within scope of such agency ("Retained Personnel") are entitled to rely on all outstanding rules of law and Orders of this Court and shall not be liable to anyone for their own good faith compliance with any order,

rule, law, judgment, or decree. In no event shall the Receiver or Retained Personnel be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver or Retained Personnel, nor shall the Receiver or Retained Personnel be liable to anyone for any actions taken or omitted by them except upon a finding by this Court that they acted or failed to act as a result of malfeasance, bad faith, gross negligence, or in reckless disregard of their duties.

53. This Court shall retain exclusive jurisdiction over any action or proceeding filed against the Receiver or Retained Personnel based upon acts or omissions committed in their representative capacities.

54. In the event the Receiver decides to resign, the Receiver shall first give written notice to the Commission's counsel of record and the Court of its intention, and the resignation shall not be effective until the Court appoints a successor. The Receiver shall then follow such instructions as the Court may provide.

XIII. Recommendations and Reports

55. The Receiver is authorized, empowered and directed to develop a plan for the fair, reasonable, and efficient recovery and liquidation of all remaining, recovered, and recoverable Receivership Property (the "Liquidation Plan").

56. Within thirty (30) days after the end of each calendar quarter, the Receiver shall file and serve a full report and accounting of each Receivership Estate (the "Quarterly Status Report"), reflecting (to the best of the Receiver's knowledge as of the period covered by the report) the existence, value, and location of all Receivership Property, and of the extent of liabilities, both those claimed to exist by others and those the Receiver believes to be legal obligations of the Receivership Estates.

57. The Quarterly Status Report shall contain the following;

A. A summary of the operations of the Receiver;

- B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;
- C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with one column for the quarterly period covered and a second column for the entire duration of the receivership;
- D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended;
- E. A description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments);
- F. A list of all known creditors with their addresses and the amounts of their claims;
- G. The status of Creditor Claims Proceedings, after such proceedings have been commenced; and,
- H. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

58. On the request of the Commission, the Receiver shall provide the Commission with any documentation that the Commission deems necessary to meet its reporting requirements, that is mandated by statute or Congress, or that is otherwise necessary to further the Commission's mission.

XIV. Fees, Expenses and Accountings

59. Subject to Paragraphs 61 – 66 immediately below, the Receiver need not obtain Court approval prior to the disbursement of Receivership Funds for expenses in the ordinary course of the administration and operation of the receivership. Further, prior Court approval is not required for payments of applicable federal, state, or local taxes.

60. Subject to the paragraphs that follow, the Receiver is authorized to solicit persons and entities ("Retained Personnel") to assist him in carrying out the duties and responsibilities

described in this Order. The Receiver shall not engage any Retained Personnel without first obtaining an Order of the Court authorizing such engagement.

61. The Receiver and Retained Personnel are entitled to reasonable compensation and expense reimbursement from the Receivership Estates as described in the “Billing Instructions for Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission” (the “Billing Instructions”) agreed to by the Receiver. Such compensation shall require the prior approval of the Court.

62. Within forty-five (45) days after the end of each calendar quarter, the Receiver and Retained Personnel shall apply to the Court for compensation and expense reimbursement from the Receivership Estates (the “Quarterly Fee Applications”). At least thirty (30) days prior to filing each Quarterly Fee Application with the Court, the Receiver will serve upon counsel for the SEC a complete copy of the proposed Application, together with all exhibits and relevant billing information in a format to be provided by SEC staff.

63. All Quarterly Fee Applications will be interim and will be subject to cost benefit and final reviews at the close of the receivership. At the close of the receivership, the Receiver will file a final fee application, describing in detail the costs and benefits associated with all litigation and other actions pursued by the Receiver during the course of the receivership.

64. Quarterly Fee Applications may be subject to a holdback in the amount of 20% of the amount of fees and expenses for each application filed with the Court. The total amounts held back during the course of the receivership will be paid out at the discretion of the Court as part of the final fee application submitted at the close of the receivership.

65. Each Quarterly Fee Application shall:

A. Comply with the terms of the Billing Instructions agreed to by the Receiver; and,

B. Contain representations (in addition to the Certification required by the Billing Instructions) that: (i) the fees and expenses included therein were incurred in the best interests of the Receivership Estate; and, (ii) with the exception of the Billing Instructions, the Receiver has not entered into any agreement, written or oral, express or implied, with any person or entity concerning the amount of compensation paid or to be paid from the Receivership Estate, or any sharing thereof.

66. At the close of the Receivership, the Receiver shall submit a Final Accounting, in a format to be provided by SEC staff, as well as the Receiver's final application for compensation and expense reimbursement.

IT IS SO ORDERED, this 2nd day of December, 2021.


Reed O'Connor
UNITED STATES DISTRICT JUDGE

**BILLING INSTRUCTIONS FOR RECEIVERS IN CIVIL ACTIONS
COMMENCED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION**

Except where inconsistent with guidelines established by the applicable district or circuit court, the undersigned hereby represents that, if appointed receiver in a civil action commenced by the U.S. Securities and Exchange Commission (the "SEC" or the "Commission"), each application for professional fees and expenses (the "Application") submitted by the receiver, including all contractors and/or professionals retained by the receiver, will comply with these billing instructions (the "Billing Instructions"). Undersigned further represents that any deviation from the Billing Instructions will be described in writing and submitted to the SEC at least 30 days prior to the filing of the Application with the Receivership Court. Following its receipt and review of proposed applications, as described in section A.2 below, the SEC may object to deviations and charges with which it does not agree.

Undersigned acknowledges that all applications for compensation are interim and are subject to a cost benefit review and final review at the close of the receivership. At the close of the receivership, the receiver will file a final fee application, describing in detail the costs and benefits associated with all litigation and other actions pursued by the receiver during the course of the receivership.

Undersigned acknowledges that, to the extent requested by the SEC, interim fee applications may be subject to a holdback in the amount of 20% of the amount of fees and expenses for each application filed with the Court. The total amounts held back during the course of the receivership will be paid out at the discretion of the court as part of the final fee application submitted at the close of the receivership.

A. CERTIFICATION

1. Each Application must contain a Certification by the Applicant that:
 - (a) the Certifying Professional has read the Application;
 - (b) to the best of the Applicant's knowledge, information and belief formed after reasonable inquiry, the Application and all fees and expenses therein are true and accurate and comply with the Billing Instructions (with any exceptions specifically noted in the Certification and described in the Application);
 - (c) all fees contained in the Application are based on the rates listed in the Applicant's fee schedule attached hereto and such fees are reasonable, necessary and commensurate with the skill and experience required for the activity performed;
 - (d) the Applicant has not included in the amount for which reimbursement is sought the amortization of the cost of any investment, equipment, or capital outlay (except to the extent that any such amortization is included within the permitted allowable amounts set forth herein for photocopies and facsimile transmission); and,
 - (e) in seeking reimbursement for a service which the Applicant justifiably purchased or contracted for from a third party (such as copying, imaging, bulk mail, messenger service, overnight courier, computerized research, or title and lien searches), the Applicant requests reimbursement only for the amount billed to the Applicant by the third-party vendor and paid by the Applicant to such vendor. If such services are performed by the receiver, the receiver will certify that it is not making a profit on such reimbursable service.

2. At least 30 days prior to the filing of the Application with the Court, the Applicant will provide to SEC Counsel a complete copy of the proposed Application, together with all exhibits and relevant billing information in a format to be provided by SEC staff.

B. ATTENDANCE AT HEARING ON APPLICATION

The Receiver or other Certifying Professional shall be present at any hearing to

consider the Application.

C. CONTENT OF APPLICATION

The following information must be provided in the Application:

1. Information about the Applicant and the Application.
 - (a) the time period covered by the Application;
 - (b) the date the receiver was appointed, the date of the order approving employment of the Applicant, and the date services commenced;
 - (c) the names and hourly rates of all Applicant's professionals and paraprofessionals (the "Fee Schedule"); and,
 - (d) whether the Application is interim or final, and the dates of previous orders on interim Applications along with amounts requested and the amounts allowed or disallowed, all amounts of previous payments, and amount of any allowed Applications which remain unpaid.

2. Case Status (Narrative).
 - (a) The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;
 - (b) Summary of the administration of the case, including all funds received and disbursed, and when the case is expected to close;
 - (c) Summary of creditor claims proceedings, including a description of established or anticipated procedures for: (i) providing notice to known and unknown claimants; (ii) receipt and review of claims; (iii) making recommendations to court for payment or denial of claims; and, (iv) final disposition of claims. This summary should also include the status of such claims proceedings after they have been commenced;
 - (d) Description of assets in the receivership estate, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended; and,

- (e) Description of liquidated and unliquidated claims held by the receiver, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments).

3. Current and Previous Billings.

- (a) Total compensation and expenses requested and any amount(s) previously requested;
- (b) Total compensation and expenses previously awarded by the court; and,
- (c) Total hours billed and total amount of billing for each person who billed time during the period for which fees are requested.

4. Standardized Fund Accounting Report.

The SEC's Standardized Fund Accounting Report ("SFAR") submitted by the Receiver for the most recent quarter shall be attached to any fee application as "Exhibit A".

D. TIME RECORDS REQUIRED TO SUPPORT FEE APPLICATIONS

1. Each professional and paraprofessional must record time in increments of tenths of an hour, and must keep contemporaneous time records on a daily basis.

2. Time records must set forth in reasonable detail an appropriate narrative description of the services rendered. Without limiting the foregoing, the description should include indications of the participants in, as well as the scope, identification and purpose of the activity that is reasonable in the circumstances.

3. The Application should separately describe each business enterprise or litigation matter (i.e., "Project") for which outside professionals have been employed. For example, separate litigation matters should be set out individually in the Application as

individual Projects and each such Project should contain Activity Categories as described in Sections D.4 and D.5 below. Each Project Category should contain a narrative summary of the following information:

- (a) a description of the project, its necessity and benefit to the estate and the status of the project including pending litigation for which compensation and/or reimbursement of expenses is requested;
- (b) identification of each person providing services on the project; and
- (c) a statement of the number of hours spent and the amount of compensation requested by professionals and paraprofessionals on the project.

4. In recording time, each professional and paraprofessional may, subject to Section D.5 immediately below, describe in one entry the nature of the services rendered during that day and the aggregate time expended for that day in an “Activity Category” (as described in section D.5.a and D.5.b, below) without delineating the actual time spent on each discrete activity in an Activity Category, provided, however, single time entries of more than one hour in an Activity Category that include two or more activities must include a notation of the approximate time spent on each activity within the Activity Category.

5. Time records shall be in chronological order by Activity Category. Only one category should be used for any given activity and professionals and paraprofessionals should make their best effort to be consistent in their use of categories. This applies both within and across firms. Thus, it may be appropriate for all professionals to discuss the categories in advance and agree generally on how activities will be categorized. Every effort should be made to use the listed categories in the first instance and to coordinate the use of additional categories with other professionals in the case. Notwithstanding the above, all categories must correspond with the SEC’s SFAR. The

time information reflected on the Application shall also be supplied to the SEC Counsel in an electronic format as directed by SEC staff.

(a) Legal Activities. The following categories are generally more applicable to attorneys but may be used by all professionals where appropriate.

ASSET ANALYSIS AND RECOVERY. Identification and review of potential assets including causes of action and non-litigation recoveries.

ASSET DISPOSITION. Sales, leases, abandonment and related transaction work. Where extended series of sales or other disposition of assets is contemplated, a separate category should be established for each major transaction.

BUSINESS OPERATIONS. Issues related to operation of an ongoing business.

CASE ADMINISTRATION. Coordination and compliance activities, including preparation of reports to the court, investor inquiries, etc.

CLAIMS ADMINISTRATION AND OBJECTIONS. Expenses in formulating, gaining approval of and administering any claims procedure.

EMPLOYEE BENEFITS/PENSIONS. Review issues such as severance, retention, 401K coverage and continuance of pension plan.

(b) Financial Activities. The following categories are generally more applicable to accountants and financial advisors, but may be used by all professionals where appropriate.

ACCOUNTING/AUDITING. Activities related to maintaining and auditing books of account, preparation of financial statements and account analysis.

BUSINESS ANALYSIS. Preparation and review of company business plan; development and review of strategies; preparation and review of cash flow forecasts and feasibility studies.

CORPORATE FINANCE. Review financial aspects of potential mergers, acquisitions and disposition of company or subsidiaries.

DATA ANALYSIS. Management information systems review, installation and

analysis, construction, maintenance and reporting of significant case financial data, lease rejection, claims, etc.

STATUS REPORTS. Preparation and review of periodic reports as may be required by the court.

LITIGATION CONSULTING. Providing consulting and expert witness services relating to forensic accounting; etc.

FORENSIC ACCOUNTING. Reconstructing books and records from past transactions and bringing accounting current; tracing and sourcing assets.

TAX ISSUES. Analysis of tax issues and preparation of state and federal tax returns.

VALUATION. Appraise or review appraisals of assets.

E. PAYMENT OF FEES AND EXPENSES

1. Presentation of Fees and Expenses in Application.

- (a) All fees and expenses must be necessary and reasonable; excessive charges will not be paid. To the extent that an Applicant seeks reimbursement of expenses, the Application shall include a categorization of such expenses along with an exhibit summarizing the total expenses for the period covered by the Application.
- (b) Charges for litigation will be paid only if the litigation is reasonably likely to produce a net economic benefit to the estate. With respect to each litigation matter, the Applicant shall certify that the Applicant determined that the action was likely to produce a net economic benefit to the estate, based on reviews of: (i) the legal theories upon which the action was based, including issues of standing; (ii) the likelihood of collection on any judgment which might be obtained; and, (iii) alternative methods of seeking the relief, such as the retention of counsel on a contingency basis. Retention of counsel on a contingency fee basis should be pursued where the Receiver (after consulting with SEC Counsel) concludes that retention of counsel under the approved fee schedule would produce a lesser economic benefit to the receivership estate. The receiver should memorialize these cost-benefit analyses, through communications with the receiver's counsel, as support for the engagement of such counsel.
- (c) Invoices and/or bills for each expense item for which reimbursement

is sought must be kept for seven (7) years after the close of the receivership. Such support shall be provided on request to the court and the SEC, and in appropriate circumstances to any party in interest provided that, where applicable, privilege or confidentiality can be preserved.

- (d) Time spent preparing fee applications, or any documentation in support thereof, may not be charged to the receivership estate.

2. Allowable and Non-Allowable Reimbursable Expenses.

- (a) Filing Fees Process Service Fees, Witness Fees and Expert Witness Fees.

Filing fees (including for necessary adversaries), process service fees, witness fees, and expert witness fees (subject to court approval of the employment of any professionals and the reasonableness of such fees) shall be allowable to the extent of the actual cost incurred by the Applicant.

- (b) Court Reporter Fees and Transcripts.

Court reporter fees and copies of transcripts shall be allowable to the extent of the actual cost incurred by the Applicant.

- (c) Lien and Title Searches.

The cost for lien and title searches (whether done in-house or by an outside vendor) is allowable to the extent of the actual cost incurred by, or invoiced to, the Applicant.

- (d) Photocopying.

Photocopying shall be allowable at a cost not to exceed \$.15 per page. The Applicant shall set forth in its fee application the total number of copies. Outside vendor photocopying charges are allowable at the actual cost invoiced to the Applicant. Necessary copies obtained from the Clerk of the Court (including certified copies) or from the approved court copy service will be permitted at the actual cost incurred by the Applicant.

The Applicant shall not reflect on the Application any copies for which the Applicant has been, or expects to be, reimbursed (eg., payment from an opposing party for document production from which the Applicant has been reimbursed).

(e) Postage, Overnight Delivered Courier/Messenger Services.

The cost of postage, overnight delivery, and outside courier/messenger services are reimbursable for the actual cost incurred, if reasonably incurred. Charges should be minimized whenever possible. For example, couriers/messengers and overnight delivery service should be used only when first-class mail is impracticable.

(f) Telephone.

Long distance telephone charges are allowable to the Applicant for the actual cost invoiced from the telephone carrier. Charges for local telephone exchange service and cellular telephone service shall not be reimbursable.

(g) Facsimile Transmission.

A charge for outgoing facsimile transmission to long distance telephone numbers are reimbursable at the lower of (a) toll charges or (b) if such amount is not readily determinable, \$1.00 per page for domestic and \$2.00 per page for international transmissions. Charges for in-coming facsimiles are not reimbursable. The Application shall state the total number of pages of the outgoing transmissions.

(h) Computerized Research.

Computerized legal research services such as Lexis and Westlaw are reimbursable to the extent of the invoiced cost from the vendor, however if such service is provided on a monthly or other periodic rate, proportional usage shall not be reimbursable.

(i) Parking.

Reimbursement for parking is allowable, including parking by a professional to attend court proceedings, depositions or case conferences, parking at the airport, and client and third party parking (including validation).

(j) Travel Expenses and Meals.

Local travel time and related expenses for destinations within a twenty (20) mile radius of the Applicant's office including mileage, taxis, etc. and meals (including staff meals) will not be reimbursed. Mileage charges for out-of-town travel (outside a twenty (20) mile radius of the Applicant's office) with one's own car are reimbursable at the lesser of the amount customarily charged clients or the amount allowed by the Internal Revenue Service for per mile deductions. For purposes of the foregoing, the Applicant's office shall be the office in which the person incurring the travel expense is located.

Long distance travel time outside a twenty (20) mile radius of the Applicant's office is reimbursable at 50% of the Applicant's regular billing rate. The reimbursement of long distance travel expenses is subject to the following limitations: (1) the Applicant shall seek and use the lowest airfare or train fare available to Applicant; (2) luxury accommodations and deluxe meals are not reimbursable; (3) personal, incidental charges such as telephone and laundry are not reimbursable unless necessary as a result of a reasonably unforeseen extended stay not due to the fault of the traveler; and (4) each out-of-pocket travel and allowable miscellaneous administrative expense exceeding \$75 requires a receipt that is to be attached to the invoice.

(k) Word Processing, Document Preparation, Data Processing, Proofreading, Secretarial and Other Staff Services.

Secretarial, library, word processing, document preparation (other than by professionals or paraprofessionals), data processing, and other staff services (exclusive of paraprofessional services), including overtime for the foregoing, are not reimbursable. Charges for proofreading for typographical or similar errors are not reimbursable whether the services are performed by a paralegal, secretary, or temporary staff.

(l) Communications with Investors.

Where appropriate, the estate should promptly create a website, and update the website as appropriate, to provide information as to the activities and condition of the estate to investors. In addition, any necessary basic communications with investors should be handled by clerical or paralegal staff (or comparatively paid staff) to the extent possible. Expenses stemming from a failure to comply with this policy will not be submitted.

Candidate for Appointment as Receiver in
Civil Action Commenced by the
U.S. Securities and Exchange Commission

Date: _____

[Printed Name]

[Address 1]

[Address 2]

[Address 3]

[E-Mail Address]

[Phone Number]

[Fax Number]

EXHIBIT A

RECEIVER NAME
ADDRESS
CONTACT NUMBER

STANDARDIZED FUND ACCOUNTING REPORT

CIVIL – RECEIVERSHIP FUND

FUND NAME
CIVIL COURT DOCKET No.

REPORTING PERIOD MM/DD/YYYY TO MM/DD/YYYY
OR
FINAL REPORT DATED MM/DD/YYYY

REPORT INSTRUCTIONS

The Standardized Fund Accounting Report (SFAR) should be prepared for the reporting period on a cash basis which is a comprehensive basis of accounting other than generally accepted accounting principles. In cash basis accounting, revenues are recorded only when cash is received and expenses are recorded only when cash is paid. Cash basis accounting does not recognize promises to pay or expectations to receive money or services in the future. For all income and expenses, provide documentation evidencing the income received or expense incurred. Business income or assets that are not cash should be reported in the notes with documentation of their current fair market value. For cash and cash equivalents, provide the latest bank and/or investment records to the SEC. Do not file any of the above documentation with the court unless ordered.

Line 1 – Beginning Balance: Balance of the Fund at the beginning of the reporting period. The beginning balance may not necessarily include all amounts received in the Fund since inception unless this is the first SFAR filed.

Line 2 – Business Income: Amounts received by the Fund from operational income of the business assets, or other business sources.

Line 3 – Cash and Cash Equivalents: Include the value of bank and/or brokerage/security accounts as of the reporting period end date. Cash includes coins, currency, checks, money orders, and funds on deposit with a financial institution. Securities include U.S. government securities, municipal securities, corporate stocks, corporate bonds, and securitized debt instruments.

Line 4 – Interest/Dividend Income: Interest and/or dividends earned by the Fund from investments and other personal assets during the reporting period.

Line 5 – Business Asset Liquidation: Amounts received by the Fund as a result of selling or disposing of the assets of the business in receivership. This is separate from the income generated by the asset and reported in Line 2.

Line 6 – Personal Asset Liquidation: Amounts received by the Fund as a result of selling or disposing of the personal assets of individuals.

Line 7 – Third-Party Litigation Income: Amounts received by the Fund pursuant to third-party litigation. This should not be included in the income reported in Line 2.

Line 8 – Miscellaneous - Other: Amounts received from, an identified payor.

Line 9 – Disbursements to Investors: Amounts distributed from the Fund to harmed investors/claimants.

Line 10 – Disbursements for Receivership Operations:

Line 10a – Disbursements to Receiver or Other Professionals: Amounts paid from the Fund (both fees and costs, including travel) for Receiver services and contractual services by accountants, bookkeepers, stock brokers, realty brokers, appraisers, agents, trustees, investigators, not related to expenses under Line 10b.

Line 10b – Business Asset and Operating Expenses: Amounts paid from the Fund for the business property assets' maintenance and business operating expenses, taxes,

professional fees, liquidation expenses, administrative services, appraisals and valuation expenses, payment to participant, moving/storage, office furniture and equipment, delivery services, resident agent, copying costs, asset protection costs, etc. These expenses are separate and distinct from those in Line 10a.

Line 10c – Personal Asset Expenses: Amounts paid from the Fund for the personal property assets' maintenance and operating expenses, taxes, professional fees, liquidation expenses, administrative services, appraisals and valuation costs, payment to participant, moving/storage, office furniture and equipment, delivery services, resident agent, copying costs, asset protection costs, etc. These expenses are separate and distinct from those in Line 10a.

Line 10d – Investment Expenses: Amounts paid from the Fund for banking fees, Court Registry Investment System (CRIS) fees, mandated or economically necessary continuing investments, and other investment related costs.

Line 10e – Third-Party Litigation Expenses: Amounts paid from the Fund for attorney fees related to receivership operations and litigation expenses to recover assets to the receivership estate, including outside counsel fees and costs, travel costs, investigative services, filing fees, process servers, court reporters for depositions, etc.

Line 10f – Tax Administrator Fees and Bonds: Amounts paid to the Fund's tax administrator for services and/or fiduciary bonds.

Line 10g – Federal and State Tax Expenses: Amounts paid in federal and state taxes.

Line 11 – Disbursements for Distribution Expenses Paid by the Fund: This line reflects amounts paid from the Fund to administer the plan and should not include amounts reported per Line 14 below. For any disbursement claimed, you must provide the documentation evidencing the expense.

11a – Distribution Plan Development Expenses: All expenses related to the development of a plan of distribution which precede the order approving such plan. Include in Administrative Expenses items such as information technology services, mailing, postage, photocopying, etc.

11b – Distribution Plan Implementation Expenses: All expenses related to the implementation of a plan of distribution which occur following the order approving such plan. Include in Administrative Expenses items such as information technology services, mailing, postage, photocopying, etc.

Line 12 – Disbursements to Court/Other: Amounts paid from the Fund for

12a – Court Registry Investment System (CRIS) or other banking fees related to the Fund.

12b – federal income taxes.

Line 13 – Ending Balance: Compute as Total Funds Available less Total Funds Disbursed.

Line 14 – Ending Balance of Fund – Net Assets: Describe the structure of the Fund's ending balance (basis of the Fund's net assets):

14a – Cash & Cash Equivalents: Amount of the Fund consisting of cash and currency.

14b – Investments: Amount of the Fund that is invested.

14c – Other Assets or Uncleared Funds: Amount of other assets or funds that have not cleared a financial institution.

OTHER SUPPLEMENTAL INFORMATION

Line 15 – Disbursements for Plan Administration Expenses Not Paid by the Fund: This line reflects amounts paid by the defendant or other party to administer the plan and should not include amounts paid from the Fund assets as reported in Line 11.

15a – Plan Development Expenses Not Paid by the Fund: All expenses related to the development of a plan of distribution which precede the order approving such plan. Include in Administrative Expenses items such as information technology services, mailing, postage, photocopying, etc.

15b – Plan Implementation Expenses Not Paid by the Fund: All expenses related to the implementation of a plan of distribution which occur following the order approving such plan. Include in Administrative Expenses items such as information technology services, mailing, postage, photocopying, etc.

15c – Tax Administrator Fees & Bonds Not Paid by the Fund: Amounts paid to the Fund's tax administrator for services and/or fiduciary bonds.

Line 16 – Disbursements to Court/Other Not Paid by the Fund: Amounts not paid from the Fund for

16a – Court Registry Investment System (CRIS) or other banking fees related to the Fund.

16b – federal income taxes.

Line 17 – DC & State Tax Payments: Taxes paid by a third party which are paid to the DC government or state tax authority.

Line 18 – No. of Claims: This should reflect

18a – the number of claims received from investors during this reporting period.

18b – the number of claims received from investors as a result of all orders since the inception of the Fund.

Line 19 – No. of Claimants/Investors: This should reflect

19a – the number of claimants/investors receiving distributions during this reporting period.

19b – the number of claimant/investors receiving distributions pursuant to all orders of distribution since the inception of the Fund.

STANDARDIZED FUND ACCOUNTING REPORT for {Name of Fund} - Cash Basis

Receivership; Civil Court Docket No.

Reporting Period MM/DD/YYYY to MM/DD/YYYY or Final Report Dated MM/DD/YYYY

FUND ACCOUNTING (See Instructions):				
		Detail	Subtotal	Grand Total
Line 1	Beginning Balance (As of MM/DD/YYYY):			
	Increases in Fund Balance:			
Line 2	Business Income			
Line 3	Cash and Securities			
Line 4	Interest/Dividend Income			
Line 5	Business Asset Liquidation			
Line 6	Personal Asset Liquidation			
Line 7	Third-Party Litigation Income			
Line 8	Miscellaneous - Other			
	Total Funds Available (Lines 1 - 8):			
	Decreases in Fund Balance:			
Line 9	Disbursements to Investors			
Line 10	Disbursements for Receivership Operations			
Line 10a	Disbursements to Receiver or Other Professionals			
Line 10b	Business Asset Expenses			
Line 10c	Personal Asset Expenses			
Line 10d	Investment Expenses			
Line 10e	Third-Party Litigation Expenses			
	1. Attorney Fees			
	2. Litigation Expenses			
	Total Third-Party Litigation Expenses			
Line 10f	Tax Administrator Fees and Bonds			
Line 10g	Federal and State Tax Payments			
	Total Disbursements for Receivership Operations			
Line 11	Disbursements for Distribution Expenses Paid by the Fund:			
Line 11a	Distribution Plan Development Expenses:			
	1. Fees:			
	Fund Administrator.....			
	Independent Distribution Consultant (IDC).....			
	Distribution Agent.....			
	Consultants.....			
	Legal Advisers.....			
	Tax Advisers.....			
	2. Administrative Expenses			
	3. Miscellaneous			
	Total Plan Development Expenses			
Line 11b	Distribution Plan Implementation Expenses:			
	1. Fees:			
	Fund Administrator.....			
	IDC.....			
	Distribution Agent.....			
	Consultants.....			
	Legal Advisers.....			
	Tax Advisers.....			
	2. Administrative Expenses			
	3. Investor Identification:			
	Notice/Publishing Approved Plan.....			
	Claimant Identification.....			
	Claims Processing.....			
	Web Site Maintenance/Call Center.....			
	4. Fund Administrator Bond			
	5. Miscellaneous			
	6. Federal Account for Investor Restitution (FAIR) Reporting Expenses			
	Total Plan Implementation Expenses			
	Total Disbursements for Distribution Expenses Paid by the Fund			
Line 12	Disbursements to Court/Other:			
Line 12a	Investment Expenses/Court Registry Investment System (CRIS) Fees			
Line 12b	Federal Tax Payments			
	Total Disbursements to Court/Other:			
	Total Funds Disbursed (Lines 9 - 11):			
Line 13	Ending Balance (As of MM/DD/YYYY):			

STANDARDIZED FUND ACCOUNTING REPORT for {Name of Fund} - Cash Basis

Receivership; Civil Court Docket No.

Reporting Period MM/DD/YYYY to MM/DD/YYYY or Final Report Dated MM/DD/YYYY

Line 14	Ending Balance of Fund – Net Assets:			
Line 14a	Cash & Cash Equivalents			
Line 14b	Investments			
Line 14c	Other Assets or Uncleared Funds			
	Total Ending Balance of Fund – Net Assets			
OTHER SUPPLEMENTAL INFORMATION:				
		Detail	Subtotal	Grand Total
	Report of Items NOT To Be Paid by the Fund:			
Line 15	Disbursements for Plan Administration Expenses Not Paid by the Fund:			
Line 15a	Plan Development Expenses Not Paid by the Fund:			
	1. Fees:			
	Fund Administrator.....			
	IDC.....			
	Distribution Agent.....			
	Consultants.....			
	Legal Advisers.....			
	Tax Advisers.....			
	2. Administrative Expenses			
	3. Miscellaneous			
	Total Plan Development Expenses Not Paid by the Fund			
Line 15b	Plan Implementation Expenses Not Paid by the Fund:			
	1. Fees:			
	Fund Administrator.....			
	IDC.....			
	Distribution Agent.....			
	Consultants.....			
	Legal Advisers.....			
	Tax Advisers.....			
	2. Administrative Expenses			
	3. Investor Identification:			
	Notice/Publishing Approved Plan.....			
	Claimant Identification.....			
	Claims Processing.....			
	Web Site Maintenance/Call Center.....			
	4. Fund Administrator Bond			
	5. Miscellaneous			
	6. FAIR Reporting Expenses			
	Total Plan Implementation Expenses Not Paid by the Fund			
Line 15c	Tax Administrator Fees & Bonds Not Paid by the Fund			
	Total Disbursements for Plan Administration Expenses Not Paid by the Fund			
Line 16	Disbursements to Court/Other Not Paid by the Fund:			
Line 16a	Investment Expenses/CRIS Fees			
Line 16b	Federal Tax Payments			
	Total Disbursements to Court/Other Not Paid by the Fund:			
Line 17	DC & State Tax Payments			
Line 18	No. of Claims:			
Line 18a	# of Claims Received This Reporting Period.....			
Line 18b	# of Claims Received Since Inception of Fund.....			
Line 19	No. of Claimants/Investors:			
Line 19a	# of Claimants/Investors Paid This Reporting Period.....			
Line 19b	# of Claimants/Investors Paid Since Inception of Fund.....			

Receiver:

By: _____
(signature)

(printed name)

(title)

Date: _____

Deposit Management Services Agreement

This Deposit Management Services Agreement (this “**Agreement**”) is entered into as of December 14, 2022 by and between Stretto, Inc. (“**Stretto**” and in the capacity of distribution agent herein, the “**Distribution Agent**”), and Deborah D. Williamson, solely in her capacity as Court-appointed receiver, U.S. Securities and Exchange Commission v. The Heartland Group Ventures, LLC, et al. (the “**Receiver**”, and together with the Distribution Agent, the “**Parties**”).

WHEREAS, the Receiver wishes to engage the Distribution Agent to disburse certain funds as directed by the Receiver and provide certain related services on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Appointment of the Distribution Agent. The Receiver hereby appoints the Distribution Agent, and the Distribution Agent accepts such appointment, to serve as distribution agent upon the terms and conditions set forth herein.
2. Deposit of Funds.
 - a. In consultation with the Distribution Agent, the Receiver shall deposit funds (the “**Funds**”) into one or more non-interest bearing accounts (the “**Accounts**”) under any Receivership Party’s taxpayer identification number (“**TIN**”) and maintained by the Receiver at one or more insured depository institutions (the “**Bank**”) to facilitate the disbursement of the Funds in accordance with the terms and conditions of this Agreement.
 - b. At the request of the Receiver, the Distribution Agent shall be authorized to establish accounts with financial institutions in the name of and as agent for the Receiver to facilitate distributions hereunder.
 - c. The Distribution Agent shall have no duty or responsibility to enforce the collection or demand payment of any checks or any other funds delivered to the Distribution Agent for deposit into the Accounts. If, for any reason, such checks or any other funds deposited into the Accounts shall be returned unpaid to the Distribution Agent, the sole duty of the Distribution Agent shall be to advise the Receiver promptly thereof and return such check in the manner directed in writing by the Receiver.
 - d. The Distribution Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the U.S. District Court for the Northern District of Texas (the “**Court**”). Additionally, in the event that the Distribution Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Receiver.
3. Disbursements.
 - a. The Distribution Agent shall make payments of the Funds to such persons or entities and in such amounts solely as the Receiver shall specify and direct pursuant to a

completed and properly executed written disbursement request in the form attached hereto as Exhibit A (a “**Disbursement Request**”), received by the Distribution Agent from an authorized representative of the Receiver identified on Exhibit B (the “**Certificate**” and each such representative, an “**Authorized Representative**”). Upon execution of this Agreement, the Receiver shall execute and deliver the Certificate to the Distribution Agent for the purpose of establishing the identity of each Authorized Representative entitled to initiate and/or confirm disbursement instructions to the Distribution Agent on behalf of the Receiver. The Receiver may update the Certificate by executing and delivering to the Distribution Agent an updated Certificate in the form attached hereto. Until such time as the Distribution Agent shall receive an updated Certificate, the Distribution Agent shall be fully protected in relying without inquiry on the current Certificate on file with the Distribution Agent. As a condition precedent to receiving any distribution, each individual or entity receiving distribution of funds shall provide the Receiver with a certified Form W-9 or Form W-8 for Non-Resident Aliens (if applicable) or, if applicable, a TIN.

- b. The Distribution Agent may act in reliance upon any signature on the Certificate believed by it to be genuine, and may assume that any person who has been designated by the Receiver to give any written instructions, notice, or receipt, or make any statements in connection with the provisions hereof has been duly authorized to do so. The Distribution Agent shall have no duty to make inquiry as to the genuineness, accuracy, legality, or validity of any statements or instructions or any signatures on statements or instructions, including, but not limited to, those contained on the Certificate.
- c. The Distribution Agent shall not be liable to any Party hereto in connection with the performance of its duties hereunder except for its own gross negligence or willful misconduct. The Distribution Agent’s duties shall be determined only with reference to this Agreement, any Disbursement Request delivered pursuant hereto, and applicable laws, and the Distribution Agent is not charged with knowledge of or any duties or responsibilities in connection with any other document. If in doubt as to its duties and responsibilities hereunder, the Distribution Agent may consult with counsel of its choice and shall be protected in any action taken or omitted in good faith in reliance upon the advice or opinion of such counsel.
- d. Further, in the event of any disagreement regarding disbursement of the Funds resulting in adverse claims or demands being made to the Distribution Agent in connection with the Accounts, or in the event that the Distribution Agent, in good faith, be in doubt as to its duties or rights hereunder, the Distribution Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Distribution Agent shall not become liable in any way or to any person for its failure or refusal to act, and the Distribution Agent shall be entitled to continue so to refrain from acting until (i) the rights of all parties shall have been fully and finally adjudicated by a court with jurisdiction over the matter, or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested parties, and the Distribution Agent shall have been notified thereof in writing signed by all such parties. The Distribution Agent shall have the option, after thirty (30) days’ notice to the Receiver of its intention to do so, to file an action

in interpleader requiring the parties to answer and litigate any claims and rights among themselves. The rights of the Distribution Agent under this section are cumulative of all other rights which it may have by law or otherwise.

- e. The Distribution Agent and the Bank may seek confirmation of disbursement instructions set forth in a Disbursement Request by telephone call back or email to the Authorized Representative identified on the Disbursement Request, and the Distribution Agent may rely upon the confirmations of anyone purporting to be the person(s) so designated. To ensure the accuracy of the instructions received, the Distribution Agent and the Bank may record such call back. If the Distribution Agent or the Bank is unable to verify the instruction, or is not satisfied, in its sole discretion, with the verification it receives, it will not execute the instruction until all issues have been resolved to its satisfaction. The Receiver agrees that the foregoing procedures constitute commercially reasonable security procedures. The Distribution Agent further agrees not to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Agreement) from any party inconsistent with the foregoing.
- f. An Authorized Representative shall inform the Distribution Agent in writing when payments of the Funds have been completed, and at such time upon written direction of an Authorized Representative, the Distribution Agent shall deliver to the Receiver the remaining Funds in the Accounts, if any, less any unpaid Agent Fees (as defined below) by wire transfer of immediately available funds.
- g. Under no circumstance will the Distribution Agent be deemed to be a fiduciary to any Party or to any other person under this Agreement. The Distribution Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Agreement.

4. Related Services.

- a. The Distribution Agent agrees to provide the Receiver with consulting services regarding (i) legal noticing and maintenance of claims registers, creditor mailing matrices, an electronic platform for filing proofs of claim, and administrative support in preparation of any schedules of assets and liabilities and statements of financial affairs; and (ii) crisis communications, claims analysis and reconciliation, and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations, or court rules or orders (all such services identified in this Section 4(a) collectively, the “**Post-Effective Services**”).
- b. The Receiver acknowledges and agrees that the Distribution Agent will often take direction from the Receiver’s representatives, employees, agents, and/or professionals (collectively, the “**Receiver Parties**”) with respect to providing Post-Effective Services hereunder. The parties agree that the Distribution Agent may rely upon, and the Receiver agrees to be bound by, any requests, advice, or information provided by the Receiver Parties with respect to the Post-Effective Services to the same extent as if such requests, advice, or information were provided by the Receiver.

- c. The Receiver agrees and understands that the Distribution Agent shall not provide the Receiver or any other party with legal advice.
5. Federal Income Tax Withholding. The Distribution Agent shall not be responsible for any withholding requirements imposed by the United States federal income tax laws and regulations nor any tax reporting which may be required under such tax laws and regulations. The Distribution Agent's duties under this Agreement are ministerial in nature and the Distribution Agent is only responsible for the disbursement of funds as directed by the Receiver.
6. Compensation. As compensation for the services provided by the Distribution Agent hereunder, the Receiver shall pay the Distribution Agent in accordance with the rate structure attached hereto as Exhibit C (the "**Rate Structure**"). The Distribution Agent shall also be entitled to reimbursement from the Receiver for all reasonable and necessary out-of-pocket expenses paid or incurred by the Distribution Agent in connection with providing services hereunder, including attorney's fees and bank fees (collectively, all of the above compensation, fees, costs, and expenses referred to in this paragraph, the "**Agent Fees**"). The Distribution Agent will bill the Receiver no less frequently than monthly. All invoices shall be due and payable upon Court approval. Where an expense or group of expenses to be incurred is expected to exceed \$10,000, the Distribution Agent may require advance or direct payment from the Receiver before the incurrence of such expenses. If any amount is unpaid as of 30 days after payment is due subject to Court approval, the Receiver agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days. In the case of a good faith dispute with respect to an invoice amount, the Receiver shall provide a detailed written notice of such dispute to the Distribution Agent within 10 days of receipt of the invoice. The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith. The Distribution Agent reserves the right to make reasonable increases to the Rate Structure on an annual basis effective on the first business day of each year beginning in 2024. If such annual increases represent an increase greater than 10% from the previous year's levels, the Distribution Agent shall provide 30 days' notice to the Receiver of such increases. Payments to the Distribution Agent may be remitted by the Receiver using either (or both) of the following methods:
- a. Wire Transmission
Bank Name – Pacific Western Bank
Bank Address – 110 West A Street, Suite 100, San Diego, CA 92101
ABA – 122238200
Account Number – 1000681781
Account Name – Bankruptcy Management Solutions, Inc.
- b. Check
Stretto
c/o Controller, Chris Mok
410 Exchange, Suite 100
Irvine, CA 92602
7. Term and Termination. This Agreement and Stretto's appointment as the Distribution Agent shall remain in effect until the earlier of when (a) all Funds held in the Accounts have been disbursed and related records transferred in accordance with this Agreement, or (b) a Party

terminates this Agreement (i) on 30 days' prior written notice to the other Parties; or (ii) immediately upon written notice for Cause (as defined herein). "Cause" means (a) gross negligence or willful misconduct of the Distribution Agent that causes material harm to the Receiver, or (b) the failure of the Receiver to pay the Distribution Agent invoices for more than 60 days from the date of the invoice. If this Agreement is terminated, (a) the Receiver shall remain liable for all amounts then accrued and/or due and owing to the Distribution Agent hereunder, and (b) the Distribution Agent shall coordinate with the Receiver to execute an orderly transfer of the remaining Funds net of any unpaid Agent Fees (the "**Remaining Funds**") and related record-keeping functions, for which services the Receiver agrees to pay the Distribution Agent in accordance with the Rate Structure. Following such transfer, the Distribution Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to this Agreement or the Funds.

8. Resignation. The Distribution Agent may resign at any time by giving thirty (30) days' prior written notice of such resignation to the Receiver. Upon providing such notice, the Distribution Agent shall have no further obligation hereunder except to monitor the Funds. In such event, the Distribution Agent shall not take any action until the Receiver designates a successor distribution agent. Upon receipt of such written instructions signed by the Receiver, the Distribution Agent shall promptly coordinate delivery of the Remaining Funds and related records to such successor distribution agent and shall thereafter have no further obligations hereunder. If such instructions are not received within thirty (30) days following the effective date of such resignation, then the Distribution Agent may deposit the Remaining Funds with a court with jurisdiction over the matter pending the appointment of a successor distribution agent. In either case provided for in this section, the Distribution Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to this Agreement or the Funds. Neither the resignation of the Distribution Agent, nor the termination of Stretto's appointment as the Distribution Agent, shall in any way change the status of the Funds maintained at the Bank.

9. Confidentiality.
 - a. The Receiver and the Distribution Agent agree to keep confidential all non-public records, systems, procedures, software, and other information received from the other party in connection with the services provided hereunder; provided, however, that if any such information was publicly available, already in the receiving party's possession or known to it, independently developed by the receiving party, lawfully obtained by the receiving party from a third party or required to be disclosed by law, then the receiving party shall bear no responsibility for publicly disclosing such information.

 - b. If any Party reasonably believes that it is required to disclose any confidential information pursuant to a court order, governmental authority, or otherwise (i) such Party shall provide written notice to the other Party promptly after receiving such order, to allow the other Parties sufficient time, if possible, to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) such Party will limit such disclosure to the extent the such Party's counsel in good faith determines such disclosure can be limited.

10. Notice. Other than as specifically set forth herein (including, without limitation, pursuant to a Disbursement Request), the Distribution Agent shall not be required to provide or be bound by any notice or to take any action unless the Distribution Agent is indemnified in a manner satisfactory to it against any expense or liability. Any notice required or given by any Party to any other Party to this Agreement may be given by delivery in person, by facsimile transmission, or by electronic transmission via PDF, or mailing the same, postage prepaid, to such Party at the address noted below and notice so delivered or mailed shall for all purposes hereof be effective upon receipt of such notice by the recipient. It shall be the responsibility of the Parties to notify each other in writing by appropriate documentation of any name, address, or facsimile number change.

If to the Distribution Agent: Stretto, Inc.
410 Exchange, Ste. 100
Irvine, CA 92606
Attention: Fred Brown
Telephone: (714) 716-1988
Email: disbursingagent@stretto.com

If to the Receiver: Deborah D. Williamson, solely in her capacity as Receiver
Dykema Gossett PLLC
112 E. Pecan Street, Suite 1800
San Antonio, TX 78205
Telephone: (210) 554-5275
Email: dwilliamson@dykema.com

11. Indemnification.
- a. To the fullest extent permitted by applicable law, the Receiver shall indemnify, defend (through legal counsel acceptable to the Distribution Agent), release, and hold harmless the Distribution Agent and its members, affiliates, shareholders, directors, officers, employees, representatives, consultants, subcontractors, and agents (collectively, the “**Indemnified Parties**”) from and against any and all losses, claims, damages, judgments, liabilities, obligations, actions, causes of action, expenses, and costs, including, but not limited to, court costs and attorneys’ fees (collectively, “**Losses**”), resulting from, arising out of, or related to the Distribution Agent’s or the Bank’s performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.
- b. The Receiver and the Distribution Agent shall notify each other in writing promptly upon the assertion, threat, or commencement of any claim, action, investigation, or proceeding that either Party becomes aware of with respect to the services provided hereunder. In any action between the Parties to enforce the indemnification rights contained hereunder, the prevailing party shall be entitled to reasonable attorneys’ fees and court costs. The indemnification obligations hereunder of the Receiver shall exclude Losses that shall have been determined by a court of law pursuant to a final and non-appealable judgment to have directly resulted from the Distribution Agent’s gross negligence or willful misconduct. The indemnification obligations hereunder shall survive the termination of this Agreement, the resignation of Stretto as the

Distribution Agent, and the termination of Stretto's appointment as the Distribution Agent.

12. Limitation of Liability. In no event shall the Distribution Agent be liable for any indirect, special, or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the services provided hereunder, even if the Distribution Agent has been advised of the possibility of such damages.
13. No Representations or Warranties. The Distribution Agent makes no representations or warranties, express or implied, regarding the services and products sold or licensed to the Receiver hereunder or otherwise with respect to this Agreement, including, without limitation, any express or implied warranty of merchantability, fitness, or adequacy for a particular purpose or use, quality, productiveness, or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.
14. Non-Solicitation. The Receiver agrees that neither they nor any of their subsidiaries or affiliates shall directly or indirectly solicit for employment, employ, or otherwise retain as employees, consultants, or otherwise, any employees of the Distribution Agent during the term of this Agreement and for a period of 12 months after termination thereof unless the Distribution Agent provides prior written consent to such solicitation or retention.
15. Counterparts; Effectiveness. This Agreement may be executed in counterparts each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, which delivery may be made by exchange of copies of the signature page by facsimile or electronic (e.g., .pdf or .tif file) transmission with the same effect as if any originally-executed version of this Agreement had been personally delivered to each of the Parties.
16. Governing Law; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of Texas, without giving effect to the principles of conflicts of law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by U.S. District Court for the Northern District of Texas.
17. Miscellaneous. All amounts referred to herein are expressed in United States Dollars and all payments to or by the Distribution Agent shall be made in such dollars. To the extent that certain financial products are provided to the Receiver pursuant to the Distribution Agent's agreement with financial institutions, the Distribution Agent may receive compensation from such institutions for the services the Distribution Agent provides pursuant to such agreement. This Agreement shall be binding upon and inure to the benefit of each Party's respective successors, heirs, and permitted assigns. This Agreement may not be changed, modified, amended, or supplemented without an express written agreement executed by each of the Parties. This Agreement is intended to be for the sole benefit of the Parties hereto and their respective successors, heirs, and permitted assigns and none of the provisions of this Agreement are intended to be nor shall they be construed to be for the benefit of any third person. This Agreement may not be assigned by any Party hereto without prior consent of the other Parties, which consent shall not be unreasonably withheld. Those provisions of this

Agreement that by their nature are intended to survive termination or expiration of this Agreement shall so survive. The failure of any Party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver of any Party of any condition, or of the breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term of this Agreement.

18. Enforceability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior agreements, or understandings of the Parties in either written or oral form.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first set forth above.

Stretto, Inc. as the "Distribution Agent"

By: 
Name: Fred Brown
Title: Senior Managing Director

Deborah D. Williamson, solely in her capacity as receiver, as the "Receiver"

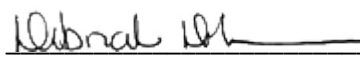
By: 
Name: Deborah D. Williamson, Receiver
Title: Deborah D. Williamson, Solely in her Capacity as
Court-appointed Receiver in TXND Case No. 4-21cv-1310-O-BP

Exhibit A

Disbursement Request

Date: _____

To: Stretto, Inc.
FAX # [____]
410 Exchange, Ste. 100
Irvine, CA 92602
Attention: Fred Brown
Telephone: (714) 716-1988
Email: disbursingagent@stretto.com

December 14, 2022

Pursuant to that Deposit Management Services Agreement entered into on October 28, 2022, by and among Stretto, Inc. and Deborah D. Williamson, solely in her capacity as Court-appointed receiver, U.S. Securities and Exchange Commission v. The Heartland Group Ventures, LLC, et al. (the "Receiver"), the Receiver hereby requests the disbursement in the amount and manner described below from account number [____].

Please disburse to: _____

Disbursement Address: _____

Amount to disburse: _____

Form of disbursement: _____

RECEIVER

By: _____

Name:

Title:

Exhibit B

Certificate of Authorized Representatives

Name	Signature	Initiate (Y/N)	Callback (Y/N)	Phone No.	Email
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Exhibit C

Rate Structure

Position	Hourly Rate
Associate	\$275
Senior Associate	\$325
Director	\$345
Managing Director	\$395
Senior Managing Director	\$595

Printing & Disbursement Services

Service	Pricing
Printing	\$0.10 (per image)
Customization/Envelope Printing	\$0.05 (each)
Document Folding and Inserting	Waived
Postage/Overnight Delivery	Preferred Rates
Email Noticing	Waived
Fax Noticing	\$0.10 (per page)
Envelopes	Varies by Size
Coordinate and Publish Legal Notices	Available on Request

Electronic Services

Service	Pricing
Case Website Set-Up	Waived
Custom Software, Workflow and Review Resources	Quoted at Time of Request
Robotic Process Automation	Varies by Use
eDiscovery	Quoted at Time of Request

Call Center Support Services

Service	Pricing
Case-Specific Voice-Mail Box for Creditors	Waived
Interactive Voice Response (Per Minute)	Waived
Monthly Maintenance Charge	Waived
Management of Call Center (Per Hour)	Standard Hourly Rates

Disbursement Services

Service	Pricing
Check Issuance	\$1.25 per check
W-9 Mailing and Maintenance of TIN Database	Standard Hourly Rates
Public Securities	Quoted at Time of Request