

Troy D. Greenfield, OSB #892534

Email: tgreenfield@schwabe.com

Lawrence R. Ream (Admitted *Pro Hac Vice*)

Email: lream@schwabe.com

Alex I. Poust, OSB #925155

Email: apoust@schwabe.com

Schwabe, Williamson & Wyatt, P.C.

Pacwest Center

1211 SW 5th Ave., Suite 1900

Portland, OR 97204

Telephone: 503.222.9981

Facsimile: 503.796.2900

Ivan B. Knauer (Admitted *Pro Hac Vice*)

Email: knaueri@pepperlaw.com

Brian M. Nichilo (Admitted *Pro Hac Vice*)

Email: nichilob@pepperlaw.com

Pepper Hamilton, LLP

600 14th Street, NW, Suite 500

Washington, DC 20005

Telephone: 202.220.1219

Facsimile: 202.220.1665

Attorneys for the Receiver for Defendants

AEQUITAS MANAGEMENT, LLC; AEQUITAS HOLDINGS, LLC; AEQUITAS COMMERCIAL FINANCE, LLC; AEQUITAS CAPITAL MANAGEMENT, INC.; AEQUITAS INVESTMENT MANAGEMENT, LLC

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

PORTLAND DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

AEQUITAS MANAGEMENT, LLC;

No. 3:16-cv-00438-PK

[PROPOSED] ORDER GRANTING
RECEIVER'S MOTION TO SELL
AEQUITAS PARTNER FUND, LLC'S,
COMMON STOCK IN CERTIFIED
SECURITY SOLUTIONS, INC., FREE AND
CLEAR OF LIENS, CLAIMS,

Page 1 - **[PROPOSED]** ORDER GRANTING RECEIVER'S MOTION
TO SELL AEQUITAS PARTNER FUND, LLC'S, COMMON
STOCK IN CERTIFIED SECURITY SOLUTIONS, INC., FREE
AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND
INTERESTS

PDX\129912\215141\AP\22026131.2

SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
Pacwest Center
1211 SW 5th Ave., Suite 1900
Portland, OR 97204
Telephone: 503.222.9981
Fax: 503.796.2900



160043818010200000000003

AEQUITAS HOLDINGS, LLC;
 AEQUITAS COMMERCIAL FINANCE,
 LLC; AEQUITAS CAPITAL
 MANAGEMENT, INC.; AEQUITAS
 INVESTMENT MANAGEMENT, LLC;
 ROBERT J. JESENİK, BRIAN A. OLIVER;
 and N. SCOTT GILLIS,

Defendants.

ENCUMBRANCES, AND INTERESTS

This matter having come before the Honorable Paul Papak on the Receiver's Motion for an Order Authorizing Aequitas Partner Fund, LLC, to Sell Common Stock in Certified Security Solutions, Inc., Free and Clear of Liens, Claims, Encumbrances, and Interests (the "Motion"), and the Court, having given all counsel an opportunity to oppose the Motion and being fully advised in the premises, now, therefore,

THE COURT FINDS as follows:

A. On March 10, 2016, the Securities and Exchange Commission ("SEC") filed a complaint in this Court against the Entity Defendants¹ and three individual defendants, Robert J. Jesenik, Brian A. Oliver, and N. Scott Gillis.

B. On March 16, 2016, pursuant to the Stipulated Interim Order Appointing Receiver, the Receiver was appointed as receiver for the Entity Defendants and 43 related entities (together, the "Receivership Entity") on an interim basis (the "Interim Receivership Order"). On April 14, 2016, pursuant to the Order Appointing Receiver, the Receiver was appointed as receiver of the Receivership Entity on a final basis (the "Final Receivership Order").

C. Due, timely, and adequate notice of the Motion was given, and such notice was good, sufficient, and appropriate under the circumstances. No other or further notice of the

¹ Capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Motion.

Motion is or shall be required.

D. Approval of the Common Stock Repurchase Agreement (the “Agreement”) that was submitted with the Motion, and the transactions described therein, including but not limited to the sale of the Common Stock for the Purchase Price (the “Transactions”), is in the best interests of the Receivership Entity, its creditors, and the Aequitas investors.

E. The Agreement was negotiated in a fair and reasonable manner under the circumstances. There is no evidence that the Receivership Entity, Receiver, or CSS engaged in any conduct (including but not limited to collusion or fraud of any kind) that would cause or permit the Agreement or the sale of the Common Stock to be avoided.

F. The Transactions are arms’-length transactions, proposed in the sound exercise of the Receiver’s business judgment, in good faith and for fair value. The Transactions are in the best interests of the Receivership Entity, and its creditors and investors. CSS has at all times acted in good faith in connection with the negotiation of the Agreement and therefore is entitled to all the protections afforded good faith purchasers under applicable law.

G. The Court having reviewed the Motion, and having considered the presentations of counsel, and having considered any objections filed to the Motion, and it appearing that the Agreement is in the best interest of the Receivership Entity and its estate, creditors, and the Aequitas investors, and for good cause shown,

IT IS HEREBY ORDERED AND DECREED as follows.

1. The Motion is granted in its entirety.
2. All objections to the Motion that have not been withdrawn, waived, settled, or expressly reserved pursuant to the terms of this Order are hereby overruled.
3. The Agreement and Aequitas Partner Fund, LLC’s sale of the Common Stock to CSS on the terms set forth in the Agreement are approved. Pursuant to the Motion and the Final

Receivership Order, the transfer of the Common Stock shall be free and clear of any and all liens, claims, encumbrances and (“Liens”). All Liens of record, if any, shall be released as against the Common Stock as of the date of the closing of the Agreement, and such Liens, if any, shall attach to the proceeds of sale of the Common Stock to the same extent, validity, and priority as they attached to the Common Stock.

4. The provisions of this Order declaring the sale of the Common Stock free and clear of Liens shall be self-executing, and neither the Receiver, CSS, nor any other party shall be required to execute or file releases, termination statements, assignments, cancellations, consents, or other instruments to effectuate, consummate, and/or implement the provisions hereof with respect to the Agreement and the sale of the Common Stock.

5. The Receiver (including in his capacity acting for Aequitas Partner Fund, LLC) and CSS are authorized to execute, deliver, and perform all obligations and related documents as are necessary or appropriate to close the transactions contemplated by this Order and the Agreement.

6. This Court shall retain jurisdiction over any issues relating to the Agreement and to enforce this Order.

\\ \

\\ \

\\ \

\\ \

\\ \

\\ \

\\ \

\\ \

\\ \

7. This Order shall be binding in all respects on all creditors and interest holders of the Receivership Entity, and their successors and assigns.

Dated this _____ day of _____, 2018.

United States Magistrate Judge Paul Papak

SUBMITTED BY:

SCHWABE, WILLIAMSON & WYATT, P.C.

By: s/ Alex I. Poust, OSB #925155
Troy D. Greenfield, OSB #892534
tgreenfield@schwabe.com
Alex I. Poust, OSB #925155
apoust@schwabe.com
Telephone: 503.222.9981
Facsimile: 503.796.2900

Ivan B. Knauer (Admitted *Pro Hac Vice*)
knaueri@pepperlaw.com
Brian M. Nichilo (Admitted *Pro Hac Vice*)
nichilob@pepperlaw.com
PEPPER HAMILTON LLP
600 Fourteenth Street, N.W.
Washington, DC 2005
Tel: 202.220.1665

Attorneys for the Receiver for Defendants
Aequitas Management, LLC, Aequitas
Holdings, LLC, Aequitas Commercial Finance,
LLC, Aequitas Capital Management, Inc., and
Aequitas Investment Management, LLC