

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

UNITED STATES OF AMERICA,)	
Plaintiff,)	
)	
v.)	CIVIL NO. 3:10-CV-0582-D
)	
ARTHUR PINER GRIDER, III, ASGARD)	
AVIONICS CORP. OF FLORIDA, ASGARD)	
AVIONICS CORP. OF NEW YORK, ASGARD)	
RESOURCES, LLC, ASGARD RESOURCES)	
OF TEXAS, LLC, ASGARD TECHNOLOGIES,)	
LLC, ASGARD INTERNATIONAL, INC. a/k/a)	
ASGARD RESOURCES, INC.,)	
FLAGSHIP PROMOTIONAL SERVICES,)	
LLC, PHOENIX OFFSHORE SERVICES, LLC,)	
PHOENIX SERVICES, INC., PSG SERVICES,)	
INC., RESOURCE MANAGEMENT)	
INTERNATIONAL, INC., RMI PENDRAGON,)	
INC., TALENT FORCE TECHNICAL, LLC,)	
TALENT FORCE SERVICES, LLC, NAG)	
FINANCIAL, LLC, KARMEN ROUHANA))
GRIDER, also known as KARMEN ROUHANA,)	
and LEONARD INVESTMENTS, INC.,)	
Defendants.)	

AGREED ORDER GRANTING UNITED STATES' MOTION TO APPOINT A RECEIVER

Plaintiff United States of America's filed a Motion to Appoint a Receiver (the "Motion"), scheduled for hearing on April 11, 2011, after due notice of the hearing to all parties. Thereafter, the parties announced to the Court an agreement on the Motion as memorialized in this Order, and the Court entered this Order, granting the Motion, as follows:

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

A.

APPOINTMENT OF RECEIVER
AND PROPERTY OF THE RECEIVERSHIP ESTATE

1. Pursuant to Internal Revenue Code [26 U.S.C.] §§ 7402(a) and 7403(d); 28 U.S.C. §§ 754 and 959(b), Federal Rule of Civil Procedure 66 and this Court's inherent authority, the Court hereby APPOINTS Robert E. Ogle of Houston, Texas, to be the federal equity receiver (in such capacity, the "Receiver") of Asgard Avionics Corp. of Florida, Asgard Avionics Corp. of New York, Asgard Resources, LLC, Asgard Resources of Texas, LLC, Asgard Technologies, LLC, Asgard International, Inc. also known as Asgard Resources, Inc., Flagship Promotional Services, LLC, Phoenix Offshore Services, LLC, Phoenix Services, Inc., PSG Services, Inc., Resource Management International, Inc., RMI Pendragon, Inc., Talent Force Technical, LLC, Talent Force Services, LLC, NAG Financial, LLC, Leonard Investments, Inc., and any other entity owned and/or controlled, directly or indirectly, by Arthur Piner Grider, III, including, but not limited to, Talent Force, Inc., Restoration Motors, LLC, West 27th Development, LLC, 2211 Bingle LLC, PHX Services, LLC, Limpia Creek Custom Hats LLC, Augusta Marketing Products, Inc., Phoenix Marketing Services, Inc., Military Wear LLC dba Corporate Expressions, APG3, Inc., Transglobal Services, Inc., Trans Global Holding, Inc., Blackwell Technical Services, Inc., Pendragon Staffing, Inc., Pendragon Technical Services, Inc., True Com, Inc., AKGone, Inc., MeBone, Inc., MLGone, LP, Pridwen Corporation, Talent Force Hospitality, Inc., Vinvino, Inc., Mangrove LLC, Mangrove, Inc., the Grider Family Trust, and entities with similar names, as well as Arthur Piner Grider, III's interest in Pacific Aerospace Resources & Technologies LLC, Aviation Assurance Company LLC, and their successors, as

well as any asset in which Arthur Piner Grider, III has an interest, regardless of record title (collectively, "Entities" or the "Receivership Estate").

2. The Receiver shall be, and is hereby, vested with complete jurisdiction and control over all of the Entities' (a) real property (except the real property located at 5 Burkhart Forest Court, Houston, Texas 77055 – “the Griders’ Residence” and its contents¹, that will be the subject of an agreed judgment between the United States and Arthur Piner Grider, III and a deed wherein Karmen Rouhana Grider conveys her interest in the Griders’ Residence to the United States), equitable property, tangible and intangible personal property, interests, or assets of any nature, wherever located, including, but not limited to, the bank accounts listed on the attached Exhibit 1 and the vehicles listed on the attached Exhibit 2; and (b) claims, demands or causes of action of any kind, character or description, regardless of the legal principle or theory upon which the same may be based, whether known or unknown, liquidated or unliquidated, contingent or absolute, accrued or unaccrued, matured or unmatured, insured or uninsured, joint or several, determined or undetermined, determinable or otherwise (collectively, the "Entities Assets").

3. Pursuant to 28 U.S.C. § 754, the Receiver shall, to the extent practicable, within ten (10) days following entry of this Order, file copies of the United States’ Second Amended Complaint filed March 14, 2011, the United States’ Rule 41 Notice of Dismissal of Karmen

¹Karmen Rouhana Grider agrees that she will execute a deed in a form acceptable to the United States conveying the Griders’ Residence to the United States to be sold in partial payment of the federal tax liabilities of Arthur Piner Grider, III; and that she will execute any documents necessary to effectuate such a sale. After Mrs. Grider conveys the Griders’ Residence to the United States, then the United States will record a release of the nominee lien filed against Mrs. Grider in the Harris County, Texas real property records. Mrs. Grider also agrees that the contents of the Griders’ Residence that are owned by or were purchased by Arthur Grider will be sold to pay the United States.

Rouhana Grider, and of this Order, with the Clerk of the District Court for every federal judicial district in which the Receiver has reason to believe the Entities' Assets may be found (the "Receivership Filings"). Notwithstanding the ten-day time limitation set forth in 28 U.S.C. § 754, the Receiver may apply to the Court for an extension of time within which to complete the Receivership Filings. Subject to the Court's discretion, such applications shall be freely granted to enable the provisions of this Order to be carried out.

B.

RECEIVER'S AUTHORITY AND DUTIES

4. The Court hereby vests the Receiver with authority and jurisdiction over the Receivership Estate and the Entities' Assets to the maximum extent permitted by 26 U.S.C. § 7403(d); 28 U.S.C. §§ 754, 959(b) and 1692, Federal Rule of Civil Procedure 66, and this Court's inherent powers, and hereby empowers and permits the Receiver to take any and all actions necessary and proper to carry out the express provisions of this Order.

5. Without limiting the generality of the foregoing expressions of the Receiver's authority over the Receivership Estate and the Entities' Assets, the Receiver is specifically authorized, empowered, and directed to perform the following duties and responsibilities, at all times with a view towards (a) locating, preserving, and protecting the Entities' Assets; and (b) distributing the Entities' Assets that the Receiver collects as expeditiously as possible to creditors (including the United States of America) of the Entities, pursuant to further order of this Court:

- a. *Management of Assets:* Manage and administer the Entities' Assets as is necessary or required to comply with and effectuate the directives of this Order;

- b. *Identification and Evaluation of Claims That May Be Asserted By the Entities and Identification of Possible Creditors of the Entities:* Investigate past operations and transactions of the Entities so as to (1) determine what claims, if any, may be asserted on behalf of the Entities; and (2) obtain all necessary records that relate to any entity that ever loaned money, extended credit to, or invested or had interests in the Entities or the Entities' Assets; (3) notify any entity that may have an interest in the Entities or the Entities' Assets of the current proceedings, providing those entities the opportunity to submit material establishing the nature and amount of their investment; present to the United States within 120 days of the date of this Order, or on such other date as the United States and the Receiver may agree, a confidential report detailing the nature of any claims that may be asserted on behalf of the Entities, all persons that may have an interest in the Entities' Assets, and all persons who have directly or indirectly received or are in possession of any Entities' Assets;
- c. *Secure, Manage, and Discontinue Ongoing Business Operations:* Secure the business premises, business equipment, data, and documents of the Entities; take control of all means of communication with clients, investors, vendors, customers, landlords, agents, and others doing business with the Entities; take all reasonable and necessary actions to wind-down and liquidate the business operations of the Entities;
- d. *Institute, Defend, Compromise, or Settle Legal Actions:* After consulting with the United States, evaluate, institute, assert, prosecute, defend and compromise and settle claims and causes of action on behalf of the Receivership Estate, as well as claims and causes of action for fraudulent conveyance on behalf of the Receivership;
- e. *Corporate Governance:* Pursuant to 28 U.S.C. § 959(b), succeed to be the sole and exclusive managing member and representative of each of the Entities with the sole and exclusive power and authority to manage and direct the business and financial affairs of the Entities.
- f. *Issuing Payments, Authorizing Expenses, Entering into Agreements, and Retaining Professional Services:* The Receiver, on behalf of the Entities, may:
 - 1. Incur obligations and/or authorize such expenses as the Receiver deems reasonable and necessary in discharging the Receiver's duties;
 - 11. Enter into contracts and/or modify existing contracts as the

Receiver deems reasonable and necessary in discharging the Receiver's duties, including financing contracts secured by the Entities' Assets; and

111. Retain persons to render professional services, including attorneys, accountants, financial advisors, bookkeepers, securities professionals, and others as the Receiver deems reasonable and necessary in discharging the Receiver's duties (the "Professionals") ;

provided, however, if the Receiver knows or reasonably believes the expenses incurred or will be incurred (exclusive of the Fee referenced in Paragraph 7 below) as a result of an action taken pursuant to this subsection will exceed \$25,000 (Twenty Five Thousand Dollars and No Cents) ("Large Expenses"), the Receiver shall, prior to incurring the Large Expense or entering into any such contract or retention agreement that will or may result in a Large Expense, obtain consent therefor from the United States. To the extent that: (1) the cumulative expenses exceed \$50,000 for which the Receiver has not obtained consent; or (2) the Receiver determines that an expense that the Receiver previously believed to be less than \$25,000 will in fact exceed \$25,000, the Receiver will immediately notify and obtain the consent of the United States. In the event that circumstances occurred such that the Receiver incurred a Large Expense prior to receiving the United States' consent therefor, the United States may provide the consent required by this subsection on a retroactive basis without prejudice to either the United States or the Receiver. Any disputes arising between The United States and the Receiver regarding Large Expenses shall be subject to the dispute resolution procedure described in paragraph 8 of this Order as if the disputed Large Expense was an Expense Summary (as defined herein).

- g. Access to Corporate Documents and Computers: Access to all documents, books, and records of the Entities as necessary to fulfill the receiver's duties as set forth herein;
- h. Liquidation Plan: develop a plan for liquidation and distribution of the Entities' Assets in conjunction with an in consultation with The United States or its successor (the "Receiver's Plan"), which shall be submitted to this Court for approval;
- i. Distribution Fund: Open a custodial account (the "Distribution Fund") at a federally insured bank to receive and hold all cash assets that the Receiver collects and receives;
- j. Investment of Distribution Fund: Upon consulting with and obtaining consent from The United States or its successor, invest and reinvest the

Distribution Fund with a view toward (I) conserving and preserving the principal; and (ii) maximizing the investment return; and

- k. Taxes: Pay all local, state, and federal taxes as required by the applicable tax authority and in accordance with the applicable tax regulations.

C.

RECEIVER'S COMPENSATION, COSTS, AND FEES

6. The Receiver shall be entitled to payment for all reasonable costs, fees, and other expenses incurred in the performance of his or her duties as shall be approved by this Court.

7. The Receiver shall be paid a reasonable fee (the "Fee") for his services which shall be calculated by multiplying his standard hourly rate of \$300 per hour by the actual number of hours spent performing services, out of cash recoveries from assets seized and sold for payment of his fees and expenses, on a monthly basis, if there is cash available to pay him. The Receiver shall bill his time in quarter hour increments. In addition, the Receiver shall be reimbursed for all reasonable costs and expenses paid and incurred by the Receiver in the performance of his duties ("Expenses").

8. Prior to applying to the Court for reimbursement of Expenses, the Receiver shall submit to the United States his invoices for Expenses and appropriate supporting documentation in reasonable particularity ("Expense Summary"), together with a status report of the Receiver's activities and actions during the applicable time period. Within ten (10) days of submission to the United States, the United States shall either approve, reject, or inquire regarding the Expense Summary. Should the United States inquire regarding the Expense Summary, the Receiver shall make good faith efforts to resolve any issues within ten (10) days of the inquiry. Upon the United States' final action regarding a particular Expense Summary, the Receiver shall promptly submit the Expenses Summary to this Court on such notice as the Court may direct, indicating whether the United States approved or rejected the Expenses. If the United States rejected some and/or all of the Expenses, the United States may, but is not required to, make a

separate submission explaining the basis of its rejection. If either the United States or any other person objects to some and/or all of the Expenses, this Court must approve such disputed Expenses, after such hearing as the Court may direct, before the Receiver pays the amount requested. If the United States has approved the Expenses, and no other person files an objection to such Expenses Summary with the Court within ten (10) days of notice thereof, the Receiver is authorized to reimburse and/or pay the Expenses without further order of the Court.

9. The funds necessary to pay and satisfy the Entities' obligations, including payment of the Receiver's Fee and Expenses, shall be paid: (a) from the Distribution Fund; and/or (b) in accordance with the Receiver's Plan or such other distribution plan as may be approved by a court of competent jurisdiction.

10. Upon appointment of the Receiver, Arthur Piner Grider, III, Karmen Rouhana Grider, and any other person serving as a manager, director, and/or officer shall immediately resign any offices that they hold with any of the Entities.

D.

INJUNCTION AND STAY OF ENFORCEMENT ACTIONS

11. For a period of sixty (60) days from the date of this Order, subject to an extension by this Court, all persons who receive actual notice of this Order are hereby stayed (the "Stay") and prohibited from directly or indirectly:

- a. Commencing or continuing any civil judicial, administrative, or other action or proceeding of any kind against the Entities;
- b. Creating, perfecting or enforcing any lien, claim, encumbrance or interest in, upon or to any of the Entities' Assets;
- c. Obtaining possession or control over any of the Entities' Assets, whether by foreclosure or otherwise; and

- d. Using self-help, set-off or executing or issuing any attachment, subpoena, replevin, execution or other process for the purpose of impounding or taking possession of or interfering with, invading or disturbing any of the Entities' Assets.

Provided that, this Paragraph shall not apply to the United States.

12. On request of a party in interest, and expedited notice and hearing, the Court may grant relief from the Stay imposed by paragraph 11 of this Order for good cause shown.

13. This Order shall not affect, impair or modify any person's rights or remedies under applicable law, contract or otherwise, except as specifically set forth herein.

E.

GENERAL PROVISIONS

14. The Receiver may be removed at any time by the Court, or upon the request of the United States for cause, as approved by the Court, and a successor shall be named by the Court, after notice to the United States. In the event that the Receiver resigns from office, the Receiver shall first provide written notice to the United States, and such resignation shall not be effective until the Court appoints a successor under such conditions as the Court may order.

15. The Receiver, together with any Professionals retained by the Receiver pursuant to this Order, shall be entitled to rely on all outstanding rules of law and court orders and shall not be liable to anyone for his or their own good faith compliance with any order, rule, law, judgment, or decree, including those issued or enacted in foreign jurisdictions.

16. In no event shall the Receiver be liable to anyone for his good faith compliance with the duties and responsibilities as Receiver (even to the extent that the Receiver shall be negligent in carrying out such good faith compliance). Nor shall the Receiver be liable to

anyone for any actions taken or omitted by him except on a finding by this Court that he acted or failed to act as the result of misfeasance or bad faith. The Receiver shall have no personal liability for any charge, fine or citation arising out of or related to the operation by the Receiver of the businesses of the Entities, including, but not limited to any alleged violations asserted by any state governmental entity.

17. This Court shall have exclusive jurisdiction over: (a) any claims made by any person against the Receiver for any actions or omission related to the Entities or the Entities' Assets; and (b) any claims made by any person against any Professional with respect to that Professionals' execution of their respective duties as directed by the Receiver.

18. The Receivership Estate shall indemnify and hold harmless the Receiver with respect to any or all claims, rights and causes of actions of every type or nature whatsoever relating or referring in any manner to the Entities or the Entities' Assets ("Indemnity Claims") unless this Court finds the Receiver breached any duty as specified herein. The Receivership Estate shall further indemnify the Receiver for, and advance, reasonable costs and attorneys' fees in defending against, any Indemnity Claims; *provided, however*, to the extent that this Court finds that the Receiver breached any duty as specified herein, the Receiver shall immediately repay any advanced defense costs or attorneys' fees.

19. To the extent the Receiver pays Indemnity Claims and/or fees, costs or expenses in connection therewith, he shall be entitled to recover all such amounts paid from the Distribution Fund on a super priority basis with the right of distribution senior and prior to the claims or interests of creditors (including investors) of the Entities.

20. The Receiver shall not be required to post bond or give an undertaking of any type in connection with his fiduciary duties and obligations in this matter unless and until this Court so orders after due notice and hearing.

21. Except as expressly stated herein, nothing in this Order shall be construed to impair, limit, or constrain the Receiver's powers under any Federal Rule of Civil Procedure, any statute of the United States or any decisional authority construing the powers of or procedural mechanisms available to federal equity receivers.

22. The United States Marshal or any other law enforcement or peace officer with notice of this Order is hereby authorized to accompany the Receiver to any location designated by Receiver where Receiver believes assets or documents of Entities may be located, without the necessity of a writ of execution having been issued, and is hereby directed, authorized and ordered to prevent any person(s) from interfering with the Receiver (or any person under the direction of the Receiver) from carrying out his duties under this Order or interfering with any property in control of the Receiver, or any property subject to this Order.

23. The Receiver is hereby authorized to take all action necessary to gain access to all real property, leased premises, storage facilities, bank accounts, and safety deposit boxes wherein any personal property of the Entities may be situated. All banks and financial institutions wherein the Entities' accounts are located, including, but not limited to, accounts on which Arthur Piner Grider, III is a signatory, are hereby ordered to surrender the Entities' accounts to the Receiver, and to pay him the funds within each of these accounts, within ten (10) days of their receipt of a copy of this Order.

24. All persons with notice of this Order shall not interfere with any property in control of the Receiver and shall not interfere with the Receiver in the effectuation of his duties under this Order.

25. The Receiver is authorized but not required to (a) disable any property belonging to the Entities or to place the property into storage (b) insure any property taken into his possession (c) hire any person, firm or company to change the locks to any premises belonging to Entities so as to exclude any person from interfering with Receiver's custody of the premises (d) hire any person, firm or company to move any property belonging to the Entities or aid the Receiver in taking possession, custody and control of Entities' property.

26. Within 24 hours of the entry of this Order, Arthur Piner Grider, III, Karmen Rouhana Grider, and the Entities shall separately make a full and complete disclosure to the Receiver of all assets in which they have an interest, directly or indirectly, regardless of record title, and shall not, directly or indirectly, interfere with or impede the Receiver in his performance of his duties under this Order.

27. Within 24 hours of the entry of this Order, the Entities and Arthur Piner Grider, III, shall deliver to the Receiver all checks, cash, securities (stock and bonds), promissory notes, documents of title, contracts, keys, passwords, bank records, and other property in which they have an interest, directly or indirectly, including, but not limited to, property in the name of the Entities and Arthur Piner Grider, III, and/or their successors, nominees, and transferees. The Entities and Arthur Piner Grider, III, shall immediately deliver to the Receiver any checks, cash, securities (stock and bonds), promissory notes, documents of title, contracts, vehicles, and other property that they receive after the entry of this Order, provided, however, that Arthur Piner


Grider, III shall be allowed to retain and use \$3,000.00 per month (the amount for living expenses allowable by the established guidelines of the Internal Revenue Service for Harris County, Texas, less his monthly social security) for 90 days (or a total of \$9,000.00), as long as he is cooperating with the Receiver and there are funds available in the Receivership Estate. Arthur Piner Grider, III and his agents, employees, accountants, attorneys, and representatives are hereby ordered to cooperate with the Receiver and provide requested information to him to allow him to carry out his duties under this Order. Notwithstanding anything contained herein to the contrary, Arthur Piner Grider, III shall have temporary use of the 2010 GMC Yukon, VIN 1GKUCMEF1AR278145, for a period of 90 days from the date of the entry of this Order.

28. Within 24 hours of the entry of this Order, Karmen Rouhana Grider shall deliver to the Receiver all checks, cash, securities (stock and bonds), promissory notes, documents of title, contracts, keys, passwords, bank records, and other property in which she has an interest, directly or indirectly, that she received from any of the Entities and/or Arthur Piner Grider, III, and/or their successors, nominees, and transferees, save and except for the 2007 Mercedes Benz station wagon, subject to the first lien of Capital One Auto Finance Company, which vehicle Mrs. Grider shall be entitled to use for a period of ninety (90) days, during which time the Receiver shall determine what equity, if any, exists in the vehicle, and allow Mrs. Grider the option of tendering such equity amount to the Receiver in exchange for a release of the United States' claims against the vehicle. Karmen Rouhana Grider shall immediately deliver to the Receiver any checks, cash, securities (stock and bonds), promissory notes, documents of title, jewelry, vehicles, contracts, and other property that she receives after the entry of this Order, that she received from the Entities and/or Arthur Piner Grider, III. Karmen Rouhana Grider and her

agents, employees, accountants, attorneys, and representatives are hereby ordered to cooperate with the Receiver and provide requested information to him to allow him to carry out his duties under this Order.

29. The Court retains jurisdiction with respect to any matters addressed in this Order, including, without limitation, any and all matters relating to or affecting the Receivership Estate, the Entities' Assets, the Receiver, and the scope of authority granted the Receiver hereunder.

So ORDERED and signed, this 11th day of April, 2011.



HONORABLE SIDNEY A. FITZWATER, CHIEF
UNITED STATES DISTRICT JUDGE

AGREED AS TO SUBSTANCE, FORM, AND ENTRY:

/s/ Ramona S. Notinger/Curtis C. Smith

RAMONA S. NOTINGER/CURTIS C. SMITH,
ATTORNEYS FOR UNITED STATES OF AMERICA

/s/ Robert E. Ogle

ROBERT E. OGLE, RECEIVER

/s/ Michael L. O'Brien

MICHAEL L. O'BRIEN, ATTORNEY FOR DEFENDANTS
ARTHUR PINER GRIDER, III, NAG FINANCIAL, LLC,
and LEONARD INVESTMENTS, INC.

/s/ Arthur Piner Grider, III

ARTHUR PINER GRIDER, III

/s/ Karmen G. Rouhana

KARMEN G. ROUHANA, also known as
KARMEN ROUHANA GRIDER

/s/ Jeffrey Kaiser

JEFFREY KAISER, ATTORNEY FOR KARMEN G.
ROUHANA, also known as KARMEN ROUHANA GRIDER

/s/ Joseph G. Zarcaro

JOSEPH G. ZARCARO, ATTORNEY FOR DEFENDANTS
ASGARD AVIONICS CORP. OF FLORIDA, ASGARD
AVIONICS CORP. OF NEW YORK, ASGARD
RESOURCES, LLC, ASGARD RESOURCES
OF TEXAS, LLC, ASGARD TECHNOLOGIES,
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PHOENIX SERVICES, INC., PSG SERVICES,
INC., RESOURCE MANAGEMENT
INTERNATIONAL, INC., RMI PENDRAGON,
INC., TALENT FORCE TECHNICAL, LLC, and
TALENT FORCE SERVICES, LLC

AGREED AS TO SUBSTANCE, FORM, AND ENTRY:

/s/ Ramona S. Notinger/Curtis C. Smith

RAMONA S. NOTINGER/CURTIS C. SMITH,
ATTORNEYS FOR UNITED STATES OF AMERICA

/s/ Robert E. Ogle

ROBERT E. OGLE, RECEIVER

Michael L. O'Brien
MICHAEL L. O'BRIEN, ATTORNEY FOR DEFENDANTS
ARTHUR PINER GRIDER, III, NAG FINANCIAL, LLC,
and LEONARD INVESTMENTS, INC.

Arthur Piner Grider III
ARTHUR PINER GRIDER, III

/s/ Karmen G. Rouhana

KARMEN G. ROUHANA, also known as
KARMEN ROUHANA GRIDER

/s/ Jeffrey Kaiser

JEFFREY KAISER, ATTORNEY FOR KARMEN G.
ROUHANA, also known as KARMEN ROUHANA GRIDER

Joseph G. Zarcaro
JOSEPH G. ZARCARO ATTORNEY FOR DEFENDANTS
ASGARD AVIONICS CORP. OF FLORIDA, ASGARD
AVIONICS CORP. OF NEW YORK, ASGARD
RESOURCES, LLC, ASGARD RESOURCES
OF TEXAS, LLC, ASGARD TECHNOLOGIES,
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PHOENIX SERVICES, INC., PSG SERVICES,
INC., RESOURCE MANAGEMENT
INTERNATIONAL, INC., RMI PENDRAGON,
INC., TALENT FORCE TECHNICAL, LLC, and
TALENT FORCE SERVICES, LLC

AGREED AS TO SUBSTANCE, FORM, AND ENTRY:



/s/ Ramona S. Notinger/Curtis C. Smith

RAMONA S. NOTINGER/CURTIS C. SMITH,
ATTORNEYS FOR UNITED STATES OF AMERICA

/s/ Robert E. Ogle



ROBERT E. OGLE, RECEIVER

/s/ Michael L. O'Brien

MICHAEL L. O'BRIEN, ATTORNEY FOR DEFENDANTS
ARTHUR PINER GRIDER, III, NAG FINANCIAL, LLC,
and LEONARD INVESTMENTS, INC.

/s/ Arthur Piner Grider, III

ARTHUR PINER GRIDER, III

/s/ Karmen G. Rouhana

KARMEN G. ROUHANA, also known as
KARMEN ROUHANA GRIDER

/s/ Jeffrey Kaiser

JEFFREY KAISER, ATTORNEY FOR KARMEN G.
ROUHANA, also known as KARMEN ROUHANA GRIDER

/s/ Joseph G. Zarcaro

JOSEPH G. ZARCARO, ATTORNEY FOR DEFENDANTS
ASGARD AVIONICS CORP. OF FLORIDA, ASGARD
AVIONICS CORP. OF NEW YORK, ASGARD
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PHOENIX SERVICES, INC., PSG SERVICES,
INC., RESOURCE MANAGEMENT
INTERNATIONAL, INC., RMI PENDRAGON,
INC., TALENT FORCE TECHNICAL, LLC, and
TALENT FORCE SERVICES, LLC

Bank Name	Company	Number
B of A	NAG	ac5747564464
B of A	NAG	5747561238
B of A	Pho Svr	ac 4797829477
B of A	Asg Technol	ac 5780112446
B of A	Pho Offshore	ac 4786369281
B of A	Asgard,LLC	ac4783244888
B of A	Asgard,LLC	ac4783244875
B of A	Asgard,TX	ac4783243588
B of A	Asgard,TX	ac4783243591
B of A	Asgard, NY	ac4783243627
B of A	Asgard, NY	ac4783243546
B of A	Asgard, FLA	ac4797977905
B of A	Asgard, FLA	ac4797977866
Chase	Asgard,TX	ac11610144848
Chase	NAG	ac704328814
B of A	Flagship	ac4810623880
B of A	Flagship	ac4786396416
B of A	Flagship	ac4810623877
B of A	Flagship	ac5747564095
B of A	Flagship	ac5747564176
B of A	Flagship	ac488025124732
B of A	Flagship	ac5747564914
B of A	Flagship	ac5747564901
B of A	Flagship	ac4787483140
B of A	Flagship	ac5860135330
B of A	Flagship	ac5863557960
B of A	Flagship	ac488022709260
B of A	Flagship	ac5863557986
B of A	Flagship	ac488004103457
B of A	Flagship	a/c 488022712655
B of A	Flagship	a/c 58600079-5622
B of A	Flagship	a/c58600079-5554
B of A	Flagship	a/c58600648-8331
B of A	Flagship	a/c 58600648-8506
B of A	Flagship	a/c 58600480-8861
B of A	Flagship	58600648-8629
B of A	Flagship	58600937-5726
B of A	Flagship	58600937-5467
B of A	Flagship	58600937-5865
B of A	Flagship	58600937-5674
B of A	Flagship	48802028-9384
B of A	Flagship	48801907-1370
Morgan Stanley	401k Acct	ac371018744
Sterling	Phoenix	ac 0141003410
Sterling	Phoenix	ac 0149001263
Sterling	Staffing	ac 0061013831
Sterling	Staffing	ac 0141005375
Sterling	Partners	ac 061026313
B of A	Mangrove, LLC	ac 586007346980
B of A	Talent Force, Inc	ac 586011912850
Chase	Mangrove, Inc	ac 796581015

Exhibit

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Chase	Mangrove, Inc	ac 2914648536
Chase	Talent Force Techincal	ac 800830812
B of A	Talent Force Techincal	ac 586011912766
B of A	Talent Force Services	ac 586011912656
B of A	Limpia Creek Hats	ac 586011912892
B of A	Limpia Creek Hats	ac 9231
B of A	2211 Bingle, LLC	ac 586011913095
B of A	West 27th Dev	ac 586011913134
B of A	Blackwell Tech	ac 586011912193
B of A	Blackwell Tech	ac 2683
B of A	Leonard Invest	ac 586011912216
STBANK	Leonard Invest	ac 36716
B of A	Restoration Motors	ac 586007346870
B of A	Restoration Motors	ac 2915
B of A	Pacific Aerospace	ac 586015901537
B of A	Pacific Aerospace	ac 586015901618
B of A	Military Wear	ac 586015252435
B of A	Augusta Marketing	ac 586015252707

LEASED VEHICLES

VEHICLES	VIN #	ORG. PUR PRICE	MARK. VALUE	CAR NOTE	NOTES OWED	DRIVER	COMMENTS
2008 GMC SIERRA	2GEC13J181323481	\$ 29,556.97	\$ 15,955.00				TRADED IN FOR 2010 SUB
2009 JAGUAR	SAJWA94C89TH29783	\$ 98,000.00	\$ 105,000.00				TRADED IN FOR 2010 JAG
2009 MERC BENZ	WDDNG77X29A250849	\$ 144,801.60	\$ 132,750.00				TRADED IN FOR 2010 JAG
2010 RANGE ROVER	SALMF1E43AA308298	\$ 98,775.00	\$ 98,000.00				TRADED IN FOR 2010 JAG
2007 CHEVY SUB	3GNFC16J87G133500	\$ -	\$ -				TRADED IN FOR 2010 SUB
2008 JAGUAR	SAJWA43C889B20922	\$ 114,648.05	\$ 86,700.00				TRADED IN FOR 2009 JAG
2005 CADILLAC ESCALADE	1GYEC63N25R263868	\$ 16,953.04	\$ 16,953.04	none		ART GRIDER	SOLD
2005 CHRYSLER	2C3JA63H15H692069	\$ 20,300.00	\$ 27,950.00	none		FRANK GRACELY	FRANK GRACELY STILL HAS THIS VEHICLE, BUT IS NOT AN EMPLOYEE ANYMORE
2007 BUICK	1G4HE57Y47U148986	\$ 43,147.16	\$ 34,930.00	none	\$ -	MAX ZANGER	MAX ZANGER STILL HAS THIS VEHICLE, BUT IS A PART TIME EMPLOYEE
2007 CADILLAC DTS	1G6KD57Y67U197476	\$ 50,860.69	\$ 25,025.00	\$ 756.40	\$ 18,540.43	RONNIE WILLIAMS	CORPORATE EXPRESSIONS EMPLOYEE
2008 GMC YUKON	1GKFC13048R165323	\$ 56,514.80	\$ 41,695.00	none	\$ -	HEATHER PHILLIPS	NOT AN EMPLOYEE, THIS IS ART'S STEP DAUGHTER
2001 CHEVY IMPALA	2G1WF55E219293104	\$ 23,274.47	\$ 7,970.00	none	0	BUCK CANTERBURY	VEHICLE IS IN CALIFORNIA
2004 CADILLAC DEVILLE	1G6KF57984U186817	\$ 55,000.00	\$ 24,280.00	none	0	DON SULLIVAN	VEHICLE IS IN CALIFORNIA
2008 GMC YUKON	1GKFC63808J196033	\$ 56,767.20	\$ 41,695.00	\$ 346.12	\$ 5,743.12	BILL WOLF	VEHICLE IS IN COLORADO
2008 CHEVY 1500	1GCEC14C08Z321583	\$ 19,500.00	\$ 17,490.00	none	0	SCHLUMBERGER	being leased to schlumberger MOTCO
2008 LEXUS	JTHBJ469582218256	\$ 42,555.60	\$ 34,110.00	none	0	JOHN PIZZO	VEHICLE IS IN NEW YORK
2009 TOYOTA HIGHLANDER	JTEES42A392144796	\$ 40,839.57	\$ 38,500.00	none	\$ -	JOHN PIZZO	VEHICLE IS IN NEW YORK
2009 MERC BENZ	WDBUF72X39B393494	\$ 56,000.00	\$ 55,375.00	\$ 1,370.72	\$ 30,864.75	STEPHAN HOLLMAN	PART EMPLOYEE VEHICLE IS IN CALIFORNIA
2009 MERC BENZ	WDBSK70F69F154639	\$ 150,330.90	\$ 142,648.00	\$ 1,837.95	\$ 36,432.09	JOE IERVOLINO	JOE IERVOLINO STILL HAS THIS VEHICLE, BUT IS NOT AN EMPLOYEE
2009 CADILLAC CTS	1G6DV57V790145053	\$ 46,000.00	\$ 46,000.00	none	\$ -	JOHAN CLASSAN	PART EMPLOYEE VEHICLE IS IN CALIFORNIA
2010 JAG	SAJWA4DC6AMB34660	\$ 102,055.00	\$ 130,000.00	\$ 682.51	\$ 29,913.60	ART GRIDER	VEHICLE IS AT ART'S HOUSE
2010 CHEVY SUB	1GNUMJE32AR190263	\$ 56,456.64	\$ 51,677.00	\$ 724.28	\$ 33,669.34	TOM GRIDER	ASGARD RESOURCES OF TEXAS EMPLOYEE, ART'S SON
2010 GMC YUKON	1GKUCMEF1AR278145	\$ 59,675.73	\$ 52,871.00	\$ 502.87	\$ 25,000.00	ART GRIDER	VEHICLE IS AT ART'S HOUSE
2010 BUICK LACROSSE	1G4GE5GV7AF292268	\$ 42,795.56	\$ 33,765.00	none	\$ 35,073.65	PAUL HAMM	PHOENIX SERVICES EMPLOYEE
2011 CHEVY CAMARO	2G1FK1EJ3B9113793	\$ 42,832.45	\$ 31,795.00	none	\$ -	JOHN SUMMIT	AMSI EMPLOYEE
2005 CADILLAC ESCALADE	1GYEC63N25R263868	\$ 16,530.00	\$ 16,530.00	none	\$ -	ART GRIDER	VEHICLE IS AT ART'S HOUSE

Total Due: \$ 1,484,170.43 \$ 1,309,664.04 \$ 6,220.85 \$ 215,236.98

RESTORATION ANTIQUE CARS

VEHICLES	VIN #	ORG. PUR PRICE	MARK. VALUE
1938 FORD COUPE	4606152		\$ 25,000.00
1963 CHEVY BISCAYNES	31511J322144		\$ 10,000.00
1951 MERCURY	51SL38947M		\$ 15,000.00
1934 FORD TRUCK			\$ 10,000.00
1934 FORD TRUCK 2			\$ 20,000.00
1928 FORD MODIFIED			\$ 7,000.00
1950 FORD COUPE	B0DL169317		\$ 15,000.00
1929 FORD MODEL A	2385398		\$ 55,000.00
1946 MERCURY	99A909792		\$ 125,000.00
1968 JAGUAR			\$ 7,000.00
1970 CADILLAC ELDORA	H0125572		\$ 20,000.00
1941 FORD COUPE	66115897		\$ 25,000.00
1932 FORD TUDOR	AB5011287		\$ 60,000.00
1966 CADILLAC	F6294875		\$ 7,000.00

NAG FINANCIAL \$ 401,000.00
 PHOENIX MARKETING
 RESTORATION MOTORS