

<p>DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO  Denver District Court  1437 Bannock St.  Denver, CO 80202  303.606.2433</p>	<p style="text-align: center;"><b>▲ COURT USE ONLY ▲</b></p>
<p><b>Plaintiff:</b> Tung Chan, Securities Commissioner for the State of Colorado</p> <p>v.</p> <p><b>Defendants:</b> Gary Dragul; GDA Real Estate Services, LLC; and GDA Real Estate Management, LLC</p>	
<p>Attorneys for Receiver:  Patrick D. Vellone, #15284  Michael T. Gilbert, #15009  Rachel A. Sternlieb, #51404  ALLEN VELLONE WOLF HELFRICH &amp; FACTOR P.C.  1600 Stout St., Suite 1900  Denver, Colorado 80202  Phone Number: (303) 534-4499  E-mail: pvellone@allen-vellone.com  E-mail: mgilbert@allen-vellone.com  E-mail: rsternlieb@allen-vellone.com</p>	<p>Case Number: 2018CV33011</p> <p>Division/Courtroom: 424</p>
<p style="text-align: center;"><b>RECEIVER’S MOTION TO APPROVE SETTLEMENT AGREEMENTS WITH AUDREY AHRENDT AND JUNIPER CONSULTING</b></p>	

Harvey Sender, the duly-appointed receiver (“Receiver”) for Gary Dragul (“Dragul”), GDA Real Estate Services, LLC (“GDARES”), GDA Real Estate Management, LLC, and related entities (collectively, “Dragul and the GDA Entities”), asks the Court to enter an order approving two settlement agreements, one with

Audrey Ahrendt (“Ahrendt”), and one with Juniper Consulting Group, LLC (“Juniper”) and Elizabeth Gold (“Gold”) (jointly “Juniper”). Copies of the settlement agreements are submitted as **Exhibit 1** (the “Ahrendt Agreement”) and **Exhibit 2** (the “Juniper Agreement”).

## I. Background

1. On August 15, 2018, Gerald Rome, Securities Commissioner for the State of Colorado (the “Commissioner”), filed his Complaint for Injunctive and Other Relief against Dragul and the GDA Entities.

2. On August 30, 2018, the Court entered a Stipulated Order Appointing Receiver (the “Receivership Order”), appointing Harvey Sender receiver for Dragul and the GDA Entities and their respective properties and assets, as well as their interests and management rights in related affiliated and subsidiary businesses (the “Receivership Estate” or the “Estate”). Receivership Order at 2, ¶ 5.

3. Under the Receivership Order, the Receiver has the authority to prosecute causes of action against third-parties, including claims held by creditors. Receivership Order ¶¶ 13(o) & (s).

4. The Receiver identified claims, including claims under COLO. REV. STAT. § 38-8-101-113, against Ahrendt involving approximately \$156,000 in alleged fraudulent transfers she received from Dragul and the GDA Entities from January 2007 through August 2018. During the four-year period before Ahrendt entered into a Tolling Agreement with the Receiver, she received approximately \$80,000 in transfers. Ahrendt is Dragul’s mother-in-law and is 82-years old. Under

the proposed settlement agreement, Ahrendt has agreed to pay the Receivership \$25,000 to settle the potential claims against her.

5. Pursuant to the Receivership Order, on June 1, 2020, the Receiver filed his First Amended Complaint in Civil Action No. 2020CV30255, Denver District Court (the “Insider Litigation”) naming Juniper as a defendant and seeking to recover approximately \$104,000 in what the Receiver alleged were fraudulent transfers made to Juniper by GDA Entities between October 2015 and May 2018 (the “Transfers”). Gold worked as legal counsel for GDA for approximately 13 years. Juniper was an entity Gold formed at Dragul’s request in order to receive additional compensation from GDA for forming SPE entities Dragul used to acquire various properties, and to handle other legal matters. To date, Juniper and the Receiver have informally agreed to extend Juniper’s date to respond to the First Amended Complaint in the Insider Litigation. Under the proposed settlement with Juniper, Juniper will pay the Estate \$10,000 and agree to cooperate with the Receiver to provide information and testimony in the Insider Litigation.

**II. The Settlement Agreements are in the best interest of the Estate and its creditors.**

6. There exists little Colorado authority with respect to factors the Court should consider in determining whether to approve a Receiver’s settlement agreement. In analogous bankruptcy contexts, courts consider whether “the settlement is fair and equitable and in the best interests of the estate.” In considering whether to approve a settlement, bankruptcy courts consider four primary factors:

“the probable success of the underlying litigation on the merits, the possible difficulty in collection of a judgment, the complexity and expense of the litigation, and the interests of creditors in deference to their reasonable views.” *Kopp v. All Am. Life Ins. Co. (In re Kopexa Realty Venture Co.)*, 213 B.R. 1020, 1022 (B.A.P. 10th Cir. 1997); *Kaiser Steel Corp. v. Frates (In re Kaiser Steel Corp.)*, 105 B.R. 971, 977 (D. Colo. 1989). Courts also recognize that deference should be given to the business judgment of the Receiver. *See, e.g., In re OptInRealBig.com, LLC*, 345 B.R. 277, 291 (Bankr. D. Colo. 2006) (deferring to the business judgment of the bankruptcy trustee).

7. Considering these factors, the Court should approve the Settlement Agreements. As to Ahrendt, although the Receiver believes his claims to recover transfers to her dating back to 2007 are meritorious, Ahrendt’s counsel has raised various defenses to those claims, including the statutes of limitations. In addition, the Receiver has obtained financial disclosures from Ahrendt concerning her ability to satisfy any judgment that might enter against her, and those disclosures raise collectability concerns.

8. With respect to Juniper, the Receiver again believes his claims to recover the alleged fraudulent transfers to her are meritorious, her counsel has raised and provided support for statutory defenses under CUFTA to those claims. In addition, the collectability of any judgment that might enter against Juniper is also questionable.

9. Given the potential costs of litigation, the uncertainty of prevailing and collecting any judgments that might enter, the Receiver believes that the proposed

settlements are in the best interest of the Estate and its creditors and will result in the prompt payment of settlement funds to the Estate.

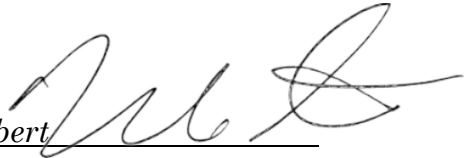
10. Pursuant to paragraph 10 of the Receivership Order, Court approval of any motion filed by the Receiver shall be given as a matter of course within 10 days after the motion is filed and served. As reflected by the certificate of service below, this Motion is being served on all parties who have appeared in this case and on all currently known creditors of the Estate.

WHEREFORE, the Receiver asks the Court to enter Orders approving the proposed Settlement Agreements.

Dated: November 18, 2020.

ALLEN VELLONE WOLF HELFRICH & FACTOR  
P.C.

By: /s/ Michael T. Gilbert



Patrick D. Vellone  
Michael T. Gilbert  
Rachel A. Sternlieb  
1600 Stout Street, Suite 1100  
Denver, Colorado 80202  
(303) 534-4499  
E-mail: pvellone@allen-vellone.com  
E-mail: mgilbert@allen-vellone.com  
E-mail: rsternlieb@allen-vellone.com

ATTORNEYS FOR THE RECEIVER

**CERTIFICATE OF SERVICE**

I hereby certify that on November 18, 2020, I served a true and correct copy of the foregoing **RECEIVER'S MOTION TO APPROVE SETTLEMENT AGREEMENTS WITH AUDREY AHRENDT AND JUNIPER CONSULTING** via CCE to:

Robert W. Finke  
Janna K. Fischer  
Ralph L. Carr Judicial Building  
1300 Broadway, 8th Floor  
Denver, Colorado 80203  
Robert.Finke@coag.gov  
Janna.Fischer@coag.gov

Paul Vorndran  
Chris Mills  
Jones & Keller, P.C.  
1999 Broadway, Suite 3150  
Denver, Colorado 80202  
pvorndran@joneskeller.com  
cmills@joneskeller.com

*Counsel for David S. Cheval, Acting    Counsel for Defendant Gary Dragul  
Securities Commissioner*

**CERTIFICATION OF E-SERVICE ON KNOWN CREDITORS**

In accordance with this Court's February 1, 2019 Order clarifying notice procedures for this case, I also certify that a copy of the foregoing is being served by electronic mail on all currently known creditors of the Receivership Estate to the addresses set forth on the service list maintained in the Receiver's records.

*/s/Christina A. Clerihue*  
Allen Vellone Wolf Helfrich & Factor P.C.

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“**Agreement**”) is entered into on November 3, 2020, by and between Audrey Ahrendt (“**Ahrendt**”) and Harvey Sender (the “**Receiver**”), in his capacity as Receiver for Gary J. Dragul (“**Dragul**”), GDA Real Estate Services, LLC (“**GDARES**”), GDA Real Estate Management, LLC (“**GDAREM**”), and a number of related entities (the “**Estate**”). Dragul, GDARES, GDAREM, and all related entities are referred to as “Dragul and the GDA Entities”; Ahrendt and the Receiver are each a “Party,” and jointly the “Parties.”

### RECITALS

A. On August 30, 2018, the Court in *Rome v. Gary Dragul, et al.*, Case No. 2018CV33011 Denver County District Court (the “**Receivership Action**”), entered a Stipulated Order Appointing Receiver (“**Receivership Order**”) which appointed the Receiver.

B. Under the Receivership Order, the Receiver is authorized, among other things, to take immediate possession and control of all of the assets of the Estate, to investigate any pursue all claims and causes of action on behalf of the Estate, including claims on behalf of creditors premised on fraudulent transfer or similar theories.

C. The Receiver asserts that, based on his investigation, numerous investors lost some or all of their principal investments with Dragul and the GDA Entities, and the Receiver has identified claims he believes the Estate has against Ahrendt to recover transfers that Ahrendt received from Dragul and the GDA Entities in the amount of \$198,285.91 (the “**Transfers**”).

D. Ahrendt disputes the claims that the Receiver has identified against her for receipt of the Transfers.

E. The Parties, after having conferred with counsel and made such inquiries as they deem reasonably necessary and having had the opportunity to review such documents as they deem necessary and appropriate, now desire to settle all Claims (as defined in this Agreement) that the Estate may have against Ahrendt and that Ahrendt may have against the Estate in order to avoid the inconvenience and uncertainty of litigation.

## COVENANTS

For good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Receivership Court Approval. This Agreement is subject to approval by the Receivership Court, and the Receiver shall file a motion requesting approval of the Agreement by the Receivership Court within 30 days after the Agreement is executed by Ahrendt. The Receiver shall use reasonable and good-faith efforts to obtain approval of this Agreement by the Receivership Court as soon as possible. If this Agreement is challenged by anyone as not being fair, adequate, or reasonable, the Receiver shall take reasonable steps to defend this Agreement and to affirm the Receiver's view that the terms of the Agreement are fair and equitable to the Estate and all parties in interest. The Agreement shall be deemed null and void if not approved by an order entered by the Receivership Court.

2. Effective Date. Absent objection by any party in interest, the Effective Date of this Agreement shall be the first business day after an order entered by the Receivership Court approving it. If an objection is filed to the motion seeking Court approval, absent an appeal, the Effective Date of this Agreement shall be the fiftieth day after Court approval. If an appeal of the Receivership Court order approving this Agreement is filed, the Effective Date of the Agreement shall be the first business day after the approval order is no longer subject to appeal and no appeal is pending.

3. Settlement Payment. Within 14 days after the Effective Date, Ahrendt shall pay the Estate \$25,000.00 (the "Settlement Payment"). The Settlement Payment shall be made payable to "Harvey Sender, Receiver" and delivered to counsel for the Receiver.

4. Mutual Releases.

a) Except for the obligations under this Agreement, upon the Receiver's receipt of the Settlement Payment, the Receiver, on behalf of the Estate and Dragul and the GDA Entities, and his and their predecessors, heirs, successors, assigns, representatives, attorneys and all persons acting through and under them, releases and forever discharges Ahrendt and her representatives, agents, attorneys, successors, and assigns from any and all claims, actions, causes of action, manner of actions, debts, suits, controversies, charges, rights, notes, covenants, liabilities, accounts, contracts, agreements, promises, obligations, damages, losses, credits,



recoupments, offsets, attorneys' fees, costs and expenses, and demands whether known or unknown, matured or unmatured, accrued or unaccrued, direct or indirect, suspected or unsuspected, fixed or contingent, in law or equity, including without limitation claims for fraudulent transfer or fraud arising out of or relating in any manner to the Transfers and/or the Estate and Dragul and the GDA Entities (the "Claims").

b) Upon the Effective Date, Ahrendt, for herself, her predecessors, heirs, successors, assigns, agents, representatives, attorneys and all persons acting through and under her, releases and forever discharges the Receiver and the Estate, all creditors of the Estate, all persons who received transfers from Dragul and/or the GDA Entities (including, but not limited to, immediate and subsequent transferees) and their respective predecessors, successors, heirs, assigns, agents, representatives, attorneys, and all persons acting by, through or under them, whether or not the identity of such persons is known to Ahrendt, from any and all Claims related to the Estate and Dragul and the GDA Entities, except for the obligations under this Agreement.

5. Compromise of Disputed Claims. It is expressly understood and agreed that the agreements contained herein, and the consideration transferred hereunder, are to compromise doubtful and disputed claims and that no releases or other consideration given shall be construed or considered an admission of liability. To the contrary, this Agreement is entered into to avoid the expense, burden, and annoyance of litigation and any further dispute or claims.

6. Specific Performance. The Receivership Court shall, upon application of any Party, require specific performance by any other Party of any obligation hereunder. The Parties consent to the jurisdiction and venue of the Receivership Court.

7. Waiver of Jury Trial. The Parties irrevocably and unconditionally waive to the fullest extent permitted by applicable law any right they may have to trial by jury of any claim or cause of action, or in any legal proceeding, directly or indirectly based upon or arising out of this Agreement.

8. Authorization. The Parties represent and warrant that no promise or inducement has been offered except as expressly set forth herein; that the person signing this Agreement on behalf of each Party is both authorized and legally competent to execute this Agreement and accepts full responsibility therefor; and,

that it has not assigned, transferred or hypothecated any claim or interest identified herein.

9. Successors. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their legal representatives, successors and assigns, whether by operation of law or otherwise.

10. Controlling Law. This Agreement is made and entered into in the State of Colorado, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Colorado, without reference to Colorado's law on conflicts of law.

11. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws, the Parties agree to negotiate in good faith a substitute term of equivalent value or effect to the greatest extent possible.

12. Fair Interpretation. This Agreement is the product of negotiations between the Parties and shall be given fair interpretation. The Parties acknowledge this Agreement shall be deemed to have been mutually prepared so that the rule of construction that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement.

13. Parties Advised by Counsel. The Parties acknowledge they have been represented by counsel or have had the opportunity to consult with counsel with respect to this Agreement and all matters covered by and relating to it.

14. No Waiver of Breaches of Agreement. The failure by a Party to insist on strict compliance with any of the covenants or restrictions in this Agreement shall not be construed as a waiver, nor shall any course of action deprive a Party of the right to require strict compliance with this Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior and contemporaneous representations, contracts, or agreements of any nature. Any modification of any provision of this Agreement shall not be valid unless in writing and executed by the Parties.

16. Costs and Attorneys' Fees. Each Party shall bear its own costs and attorneys' fees incurred prior to the Effective Date. In connection with any litigation, mediation, arbitration, or other proceeding brought to enforce the terms

of this Agreement, the prevailing Party shall be entitled to recover from the other Party and the other Party shall pay the prevailing Party's costs and reasonable attorneys' fees, through and including any appeal or post-judgment proceeding. If the award of costs and reasonable attorneys' fees is entered against the Receiver, such award shall be paid as an administrative expense of the Estate.


17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the document. Signatures delivered by facsimile and email as electronic files shall be deemed effective as originals.

18. Headings and Titles. The headings and titles in this Agreement are for convenience only and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision herein.

IN WITNESS WHEREOF, the Parties hereto hereby execute this Agreement.

RECEIVER:

AUDREY AHRENDT:

  
Harvey Sender, as Receiver of the  
Assets of Dragul and the GDA  
Entities

  
Audrey Ahrendt

Dated: 11/2/20

Dated: Nov. 2, 2020

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“**Agreement**”) is entered into on November 17, 2020, by and between on one hand Juniper Consulting Group, LLC and Elizabeth Gold (jointly, “**Juniper**”), and on the other hand Harvey Sender (the “**Receiver**”), in his capacity as Receiver for Gary J. Dragul (“**Dragul**”), GDA Real Estate Services, LLC (“**GDARES**”), GDA Real Estate Management, LLC (“**GDAREM**”), and a number of related entities (the “**Estate**”). Dragul, GDARES, GDAREM, and all related entities are referred to as “**Dragul and the GDA Entities**”; Juniper and the Receiver are each a “**Party**,” and jointly the “**Parties**.”

### RECITALS

A. On August 30, 2018, the Court in *Rome v. Gary Dragul, et al.*, Case No. 2018CV33011 Denver County District Court (the “**Receivership Action**”), entered a Stipulated Order Appointing Receiver (“**Receivership Order**”) which appointed the Receiver.

B. Under the Receivership Order, the Receiver is authorized, among other things, to take immediate possession and control of all of the assets of the Estate, to investigate any pursue all claims and causes of action on behalf of the Estate, including claims on behalf of creditors premised on fraudulent transfer or similar theories.

C. Pursuant to the Receivership Order, on June 1, 2020, the Receiver filed his First Amended Complaint in Civil Action No. 2020CV30255, Denver District Court (the “**Insider Litigation**”) naming Juniper Consulting Group, LLC (but not Gold personally) as a defendant and seeking to recover approximately \$104,000 in what the Receiver alleged were fraudulent transfers made to Juniper by the GDA Entities between October 2015 and May 2018 (the “**Transfers**”). Juniper disputes that the alleged Transfers were fraudulent or are recoverable by the Receiver.

D. The Parties, after having conferred with counsel and made such inquiries as they deem reasonably necessary and having had the opportunity to review such documents as they deem necessary and appropriate, now desire to settle all Claims (as defined in this Agreement) the Estate may have against Juniper and that Juniper may have against the Estate in order to avoid the expense, inconvenience, and uncertainty of litigation.

## COVENANTS

For good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Receivership Court Approval. This Agreement is subject to approval by the Receivership Court, and the Receiver shall file a motion requesting approval of the Agreement by the Receivership Court within 30 days after the Agreement is executed by Juniper. The Receiver shall use reasonable and good-faith efforts to obtain approval of this Agreement by the Receivership Court. If this Agreement is challenged by anyone as not being fair, adequate, or reasonable, the Receiver shall take reasonable steps to defend this Agreement and to affirm the Receiver's view that the terms of the Agreement are fair and equitable to the Estate and all parties in interest. The Agreement shall be deemed null and void if not approved by an order entered by the Receivership Court.

2. Effective Date. Absent objection by any party in interest, the Effective Date of this Agreement shall be the first business day after an order entered by the Receivership Court approving it. If an objection is filed to the motion seeking Court approval, absent an appeal, the Effective Date of this Agreement shall be the fiftieth day after Court approval. If an appeal of the Receivership Court order approving this Agreement is filed, the Effective Date of the Agreement shall be the first business day after the approval order is no longer subject to appeal and no appeal is pending.

3. Settlement Payment. Within 14 days after the Effective Date, Juniper shall pay the Estate \$10,000.00 (the "Settlement Payment"). The Settlement Payment shall be made payable to "Harvey Sender, Receiver" and delivered to counsel for the Receiver. If the Receivership Court Order approving this Agreement is subsequently overturned or rescinded by subsequent court order, the Receiver will return the Settlement Payment to Juniper within 14 days after the date such order becomes final and non-appealable.

4. Dismissal of Juniper. Upon the Receiver's receipt of the Settlement Payment, the Receiver shall dismiss the claims asserted against Juniper in the Insider Litigation with prejudice, each Party to bear their own fees and costs.

5. Mutual Releases.

a) Except for the obligations under this Agreement, upon the Receiver's receipt of the Settlement Payment, the Receiver, on behalf of the Estate and Dragul and the GDA Entities, and his and their predecessors, heirs, successors, assigns, representatives, attorneys and all persons acting through and under them, releases and forever discharges Juniper and their representatives, agents, attorneys, successors, members, managers, and assigns from any and all claims, actions, causes of action, manner of actions, debts, suits, controversies, charges, rights, notes, covenants, liabilities, accounts, contracts, agreements, promises, obligations, damages, losses, credits, recoupments, offsets, attorneys' fees, costs and expenses, and demands whether known or unknown, matured or unmatured, accrued or unaccrued, direct or indirect, suspected or unsuspected, fixed or contingent, in law or equity, including without limitation claims for fraudulent transfer or fraud arising out of or relating in any manner to the Transfers and/or the Estate and Dragul and the GDA Entities (the "Claims").

b) Upon the Effective Date, Juniper, for itself and their predecessors, heirs, successors, assigns, agents, representatives, members, managers, attorneys and all persons acting through and under them, releases and forever discharges the Receiver and the Estate, and their respective predecessors, successors, heirs, assigns, agents, representatives, attorneys, and all persons acting by, through or under them, whether or not the identity of such persons is known to Juniper, from any and all Claims related to the Estate and Dragul and the GDA Entities, except for the obligations under this Agreement.

6. Cooperation. Juniper shall make itself reasonably available to assist the Receiver in the Insider Litigation, including by participating in informal interviews and, if requested by the Receiver, appearing voluntarily and testifying truthfully as a witness at trial.

7. Compromise of Disputed Claims. It is expressly understood and agreed that the agreements contained herein, and the consideration transferred hereunder, are to compromise doubtful and disputed claims and that no releases or other consideration given shall be construed or considered an admission of liability. To the contrary, this Agreement is entered into to avoid the expense, burden, and annoyance of litigation and any further dispute or claims.

8. Specific Performance. The Receivership Court shall, upon application of any Party, require specific performance by any other Party of any obligation

hereunder. The Parties consent to the jurisdiction and venue of the Receivership Court.

9. Waiver of Jury Trial. The Parties irrevocably and unconditionally waive to the fullest extent permitted by applicable law any right they may have to trial by jury of any claim or cause of action, or in any legal proceeding, directly or indirectly based upon or arising out of this Agreement.

10. Authorization. The Parties represent and warrant that no promise or inducement has been offered except as expressly set forth herein; that the person signing this Agreement on behalf of each Party is both authorized and legally competent to execute this Agreement and accepts full responsibility therefor; and, that it has not assigned, transferred or hypothecated any claim or interest identified herein.

11. Successors. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their legal representatives, successors and assigns, whether by operation of law or otherwise.

12. Controlling Law. This Agreement is made and entered into in the State of Colorado, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Colorado, without reference to Colorado's law on conflicts of law.

13. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws, the Parties agree to negotiate in good faith a substitute term of equivalent value or effect to the greatest extent possible.

14. Fair Interpretation. This Agreement is the product of negotiations between the Parties and shall be given fair interpretation. The Parties acknowledge this Agreement shall be deemed to have been mutually prepared so that the rule of construction that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement.

15. Parties Advised by Counsel. The Parties acknowledge they have been represented by counsel or have had the opportunity to consult with counsel with respect to this Agreement and all matters covered by and relating to it.

16. No Waiver of Breaches of Agreement. The failure by a Party to insist on strict compliance with any of the covenants or restrictions in this Agreement

shall not be construed as a waiver, nor shall any course of action deprive a Party of the right to require strict compliance with this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior and contemporaneous representations, contracts, or agreements of any nature. Any modification of any provision of this Agreement shall not be valid unless in writing and executed by the Parties.

18. Costs and Attorneys' Fees. Each Party shall bear its own costs and attorneys' fees incurred prior to the Effective Date. In connection with any litigation, mediation, arbitration, or other proceeding brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover from the other Party and the other Party shall pay the prevailing Party's costs and reasonable attorneys' fees, through and including any appeal or post-judgment proceeding. If the award of costs and reasonable attorneys' fees is entered against the Receiver, such award shall be paid as an administrative expense of the Estate.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the document. Signatures delivered by facsimile and email as electronic files shall be deemed effective as originals.

20. Headings and Titles. The headings and titles in this Agreement are for convenience only and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision herein.



**IN WITNESS WHEREOF**, the Parties hereto hereby execute this Agreement.


**RECEIVER**



Harvey Sender, as Receiver of the  
Assets of Dragul and the GDA  
Entities

Dated: 11/17/20

**JUNIPER CONSULTING  
GROUP, LLC**

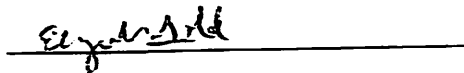


By: \_\_\_\_\_

Its: Manager

Dated: 11/17/20

**ELIZABETH GOLD**



Dated: 11/17/20