

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
SOUTHERN DIVISION

In re SANCTUARY BELIZE LITIGATION

No: 18-cv-3309-PJM

**TEMPORARY RECEIVER'S MOTION FOR ORDER APPROVING AND
AUTHORIZING STOCK REPURCHASE AGREEMENT WITH ONLINE WEDDING
SOLUTIONS, INC.**

Temporary Receiver Robb Evans & Associates LLC (“Receiver”), appointed pursuant to the Ex Parte Temporary Restraining Order With Asset Freeze, Writs *Ne Exeat*, Appointment of a Temporary Receiver and Other Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should Not Issue (Doc. 13) (“TRO”), extended pursuant to the Extension of Temporary Restraining Order and Interim Preliminary Injunction (“Interim Preliminary Injunction”), hereby moves the Court for an order approving and authorizing a Stock Repurchase Agreement with Online Wedding Solutions, Inc. (“Online Wedding”). Under the Stock Repurchase Agreement, executed by Relief Defendant Angela Chittenden (“Chittenden”), all shares of common stock in Online Wedding would be repurchased by Online Wedding, Online Wedding would pay \$176,000 to the Receiver in exchange for the shares, upon execution of the Stock Repurchase Agreement, and the Receiver would have the sole and exclusive right to the purchase price, on behalf of the receivership estate, with the proceeds becoming property of the receivership estate upon Court approval of the Stock Repurchase Agreement. Pursuant to the Stock Repurchase Agreement, executed as of August 22, 2019, Online Wedding paid the \$176,000 purchase price to the Receiver immediately after execution, conditioned upon the

Court's approval of the agreement. A copy of the executed Stock Repurchase Agreement is attached to the Declaration of Brick Kane ("Kane Declaration") in support of the Motion, as Exhibit 1.

This Motion is made and based upon the Memorandum in support of the Motion and the Kane Declaration, together with the documentary evidence accompanying the Kane Declaration and the documentary evidence for which judicial notice is requested. This Motion is made pursuant to Title 28 U.S.C. §2004.

Dated: September 17, 2019

By: /s/ Gary Owen Caris

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UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
SOUTHERN DIVISION

In re SANCTUARY BELIZE LITIGATION

No: 18-cv-3309-PJM

**MEMORANDUM IN SUPPORT OF TEMPORARY RECEIVER'S MOTION
FOR ORDER APPROVING AND AUTHORIZING STOCK REPURCHASE
AGREEMENT WITH ONLINE WEDDING SOLUTIONS, INC.**

Temporary Receiver Robb Evans & Associates LLC submits the following memorandum in support of its motion for an order approving and authorizing the Stock Repurchase Agreement with Online Wedding Solutions, Inc. ("Online Wedding").

I. INTRODUCTION AND STATEMENT OF FACTS

The Temporary Receiver, Robb Evans & Associates LLC ("Receiver") was appointed as Temporary Receiver in this action pursuant to the Ex Parte Temporary Restraining Order with Asset Freeze, Writs *Ne Exeat*, Appointment of a Temporary Receiver, and Other Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should Not Issue ("TRO") issued by the Court on November 5, 2018 (Doc. 13). Under the TRO, the Receiver became temporary receiver over all named Corporate Defendants (except for Atlantic International Bank, Ltd.) and over the assets of Andris Pukke ("Pukke") and Peter Baker ("Baker") valued at \$1,000 or more. The TRO was extended by the Extension of Temporary Restraining Order and Interim Preliminary Injunction (Doc. 34) filed November 29, 2018 ("Interim Preliminary Injunction").

The FTC filed a motion to amend the Complaint and a proposed Amended Complaint for Permanent Injunction and Other Equitable Relief (“Amended Complaint”) on December 28, 2018 adding Michael Santos (“Santos”) and Newport Land Group, LLC (“NLG”) as defendants. (Doc. 87) The Court granted the motion to amend on January 11, 2019. (Doc. 107) On February 13, 2019 the Court entered a Stipulated Preliminary Injunction as to Santos and Defendants Rod Kazazi, Foundation Partners, Brandi Greenfield, BG Marketing LLC, Frank Costanzo, Deborah Connelly, Ecological Fox LLC, Angela Chittenden, and Beach Bunny Holdings LLC (Doc. 164) (“Stipulated Preliminary Injunction”). Under the Stipulated Preliminary Injunction, the Receiver remained as receiver over the stipulating Receivership Entities BG Marketing, LLC, Ecological Fox, LLC, and Foundation Partners, and NLG was expressly added as a named Receivership Entity. The Receiver remains temporary receiver over the remaining Receivership Entities named in the TRO and over the assets of Pukke and Baker.

On August 2, 2019 the Court issued its Memorandum Opinion in Support of Preliminary Injunction (Doc. 539-1). A hearing on the text of the preliminary injunction is scheduled for September 24, 2019. It is anticipated that the Receiver will become permanent receiver serving during the pendency of this case pursuant to a preliminary injunction, once entered. In addition, various duties were assigned to the Receiver pursuant to the Order Governing Interim Receivership Management (Doc. 559) regarding Sanctuary Belize, which was entered on August 23, 2019, further indicating that the Receiver’s appointment will no longer be considered temporary.

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A. Online Wedding

Since the inception of the receivership estate, the Receiver has undertaken an extensive review and detailed analysis of the Receivership Entities' financial records, banking records, and other business records and files. The initial phase of the Receiver's ongoing forensic accounting work is reflected in the Receiver's Report of Activities for the Period from November 6, 2018 to February 21, 2019 (Doc. 219) ("Receiver's Report") filed on February 22, 2019.¹ Based on that review, as well as interviews with third parties, the Receiver determined that Pukke made an investment into Online Wedding to acquire a 21.829% ownership interest in that entity, which was acquired in the name of his putative spouse and mother of two of his children, Relief Defendant Angela Chittenden ("Chittenden"). Online Wedding is a web-based wedding planner and wedding consultant service. The Receiver determined that Pukke's investment in Online Wedding was \$975,000 and that all but \$100,000 of the investment was funded by the Receivership Entities, as defined under the TRO and/or Stipulated Preliminary Injunction. The balance of the investment of \$100,000 was funded by Relief Defendant Beach Bunny Holdings, LLC ("Beach Bunny Holdings"), Chittenden's swimwear company, representing approximately 10.3% of the funding for this investment.

B. Stock Repurchase Agreement with Online Wedding

For several months, the Receiver has been in communications with Brett Reynolds, the president of Online Wedding, in an effort to enter into an agreement whereby Online Wedding repurchases the outstanding stock held in Chittenden's name. Online Wedding provided detailed financial information to the Receiver concerning the financial condition of the company.

¹ The Receiver requests that the Court take judicial notice of the Receiver's Report, pursuant to Rule 201 of the Federal Rules of Civil Procedure.

Reynolds has also advised the Receiver that Online Wedding needs to raise capital in order to continue operating, which is borne out by the financial information provided to the Receiver. Reynolds has further indicated that Online Wedding is unable to raise capital while Chittenden is a shareholder, as a result of negative publicity surrounding Pukke.

After extensive negotiations, and the Receiver's evaluation of the financial condition of the company, the Receiver and Online Wedding entered into a Stock Repurchase Agreement whereby: (a) Chittenden would execute the Stock Repurchase Agreement providing for the repurchase of all 1,176,470 shares of common stock she holds; (b) Online Wedding would pay \$176,000 to the Receiver in exchange for the shares, payable upon execution, and (c) the Receiver would have the sole and exclusive right to the purchase price, on behalf of the receivership estate, with the proceeds becoming property of the receivership estate upon Court approval of the Stock Repurchase Agreement. Pursuant to the Stock Repurchase Agreement, executed as of August 22, 2019, Online Wedding paid the \$176,000 purchase price to the Receiver immediately after the parties executed the agreement, conditioned upon Court approval. A copy of the executed Stock Repurchase Agreement is attached to the accompanying declaration of Brick Kane as Exhibit 1.

Chittenden has indicated that she or Beach Bunny Holdings may be entitled to a credit for the value of the stock being repurchased which was acquired with Beach Bunny Holdings' funds (which amounts to about \$18,000), which the Receiver disputes.² However, Chittenden has

² The Receiver contends that the unrepaid benefits received by Chittenden and Beach Bunny Holdings from the Receivership Entities far outweigh the value of Beach Bunny Holdings' investment in Online Wedding and that Chittenden improperly used receivership estate funds to satisfy her \$150,000 liability as a Relief Defendant under the Temporary Restraining Order. In any event, this need not be determined because Chittenden is not asserting an interest in any of these proceeds.

agreed that the entire repurchase amount, \$176,000, can become the exclusive property of the receivership estate. Chittenden has agreed to the terms of the Stock Repurchase Agreement and executed it, thereby agreeing that the receivership estate is entitled to all of the proceeds paid pursuant to the Stock Repurchase Agreement.

The cash payment of \$176,000 represents a recovery of 20.1% of the amount paid by the Receivership Entities for the stock and 18.1% of the entire \$975,000 investment. While this represents a significant loss on the investment, the Receiver has determined that this represents a very good return for the receivership estate based on its review of the financial condition of Online Wedding and the likelihood that equity interests in the company would not receive anything if the company is unable to continue operating.

II. IT IS APPROPRIATE TO MODIFY SALE PROCEDURES WITH RESPECT TO THE ONLINE WEDDING STOCK AND APPROVE THE STOCK REPURCHASE AGREEMENT

Title 28 U.S.C. §2001 provides the procedures pertaining to the sale of real property by a receiver. Subsection (a) pertains to procedures for the public sale of real property at the courthouse and subsection (b) pertains to the sale of real property at private sale and provides a detailed set of procedures prior to confirmation of the sale. Title 28 U.S.C. §2004 provides that: “Any personal property sold under order or decree of any court of the United States shall be sold in accordance with section 2001 of this title, **unless the court orders otherwise.**” (Emphasis added.)

Under the facts and circumstances here, it is appropriate to modify the sale procedures contained in Title 28 U.S.C. §2001 and incorporated into section 2004 to allow the Receiver to sell and transfer the Online Wedding stock back to the company in exchange for a cash payment

of \$176,000. The Receiver has determined that the Stock Repurchase Agreement is a very good result for the receivership estate, given the written financial information which Online Wedding has provided and the fact that it needs to raise capital in order to continue operations. Given the financial condition of the company, the Receiver determined that a cash payment of \$176,000, payable immediately, representing a return of 20.1% of the amounts invested from the Receivership Entities' funds, is a beneficial recovery for the receivership estate.

Additionally, the Receiver determined that it would not be wise to delay liquidating this ownership interest because of the financial condition of Online Wedding and the uncertainty that exists regarding this investment if the Receiver waited until a final resolution of the underlying action.

... [P]ersonal property in the hands of a receiver pendente lite, deteriorating and depreciating in value . . . and which must ultimately be sold, may be sold before final hearing. This same reasoning often applies to a business in the hands of a receiver. A receiver is ordered to run the business, not with a view to make profits for the creditors, but to preserve the values in the property as a going concern. If closed up and the business dissipated, much of the value would be lost. On the other hand, the most advantageous time to sell may well be before final hearing of the main suit on which the receivership has been predicated. In such a case, if the court is thoroughly satisfied that a sale must eventually be made and that it would be to the advantage of the receivership, then a sale may well be ordered before final hearing.

2 *Clark on Receivers*, § 510(b) (3rd ed. 1959).

In *Tanzer v. Huffines*, 412 F.2d 221 (3rd Cir. 1969), cert. den., 369 U.S. 877, 90 S. Ct. 154, 24 L. Ed. 2d 135, the Third Circuit affirmed a District Court order authorizing a receiver pendente lite to sell controlling stock which the receivership corporation owned in another corporation without following the procedures set forth in 28 U.S.C. § 2001, as incorporated into § 2004. In that case, the District Court found that there was a "definite and pressing need" for the sale of the stock because the receivership corporation had no cash and the receiver had to find a solution to the receivership corporation's dire financial condition. *Tanzer v. Huffines*, 412 F.2d at 222.

As was noted in *Securities and Exchange Commission v. Hardy*, 803 F. 2d 1034, 1037 (9th Cir. 1986): "A district court's power to supervise an equity receivership and to determine the appropriate action to be taken in the administration of the receivership is extremely broad" and subject to review under an abuse of discretion standard. See also *United States v. Branch Coal Corp.*, 390 F. 2d 7 (3rd Cir. 1968) (court granted discretion in setting the terms and conditions for judicial sales and the court's discretion will not be disturbed on appeal absent abuse of discretion). Under the circumstances, the Court should approve the Stock Repurchase Agreement, thereby ensuring that the estate realizes \$176,000 on account of this investment.

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III. CONCLUSION

For the reasons set forth herein, the Receiver respectfully requests that the Court issue an order approving and authorizing the Stock Repurchase Agreement in its entirety.

Dated: September 17, 2019

By: /s/ Gary Owen Caris

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UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
SOUTHERN DIVISION

In re SANCTUARY BELIZE LITIGATION

No: 18-cv-3309-PJM

**DECLARATION OF BRICK KANE IN SUPPORT OF TEMPORARY RECEIVER'S
MOTION FOR ORDER APPROVING AND AUTHORIZING STOCK REPURCHASE
AGREEMENT WITH ONLINE WEDDING SOLUTIONS, INC.**

I, Brick Kane, declare:

1. I am the President of Robb Evans & Associates LLC (“Receiver”), the Temporary Receiver in this action. This lawsuit was commenced on October 31, 2018 by the Federal Trade Commission (“FTC”) on October 31, 2018 with its filing of a Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”). The lawsuit named 17 entity defendants and seven individual defendants, in addition to five relief defendants. The Court issued its Ex Parte Temporary Restraining Order With Asset Freeze, Writs *Ne Exeat*, Appointment of a Temporary Restraining Order and Other Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should Not Issue (“TRO”) on November 5, 2019. Under the TRO, the Receiver became temporary receiver over all named Corporate Defendants except for Atlantic International Bank, Ltd. (“AIBL”) and over the assets of Andris Pukke (“Pukke”) and Peter Baker (“Baker”) valued at \$1,000 or more. The Court extended the duration of the TRO pursuant to an Extension of Temporary Restraining Order and Interim Preliminary Injunction on November 20, 2018. The FTC filed a motion to amend the Complaint and a proposed Amended Complaint for Permanent Injunction and Other Equitable Relief (“Amended Complaint”) on

December 28, 2018 adding Michael Santos and Newport Land Group, LLC (“NLG”) as defendants. The Court granted the motion to amend on January 11, 2019. On February 13, 2019 the Court entered a Stipulated Preliminary Injunction as to Defendants Rod Kazazi, Foundation Partners, Brandi Greenfield, BG Marketing LLC, Frank Costanzo, Deborah Connelly, Ecological Fox LLC, Michael Santos, Angela Chittenden, and Beach Bunny Holdings LLC (“Stipulated Preliminary Injunction”). Under the Stipulated Preliminary Injunction, the Receiver remained as receiver over the stipulating Receivership Entities BG Marketing, LLC, Ecological Fox, LLC, and Foundation Partners, and NLG was expressly added as a named Receivership Entity. The Receiver remains temporary receiver over the remaining Receivership Entities named in the TRO and over the assets of Pukke and Baker. On August 2, 2019 the Court issued its Memorandum Opinion in Support of Preliminary Injunction. A hearing on the text of the preliminary injunction is scheduled for September 24, 2019. It is anticipated that the Receiver will become permanent receiver serving during the pendency of this case pursuant to a preliminary injunction, once entered. In addition, various duties were assigned to the Receiver pursuant to the Order Governing Interim Receivership Management regarding Sanctuary Belize, which was entered on August 23, 2019, further indicating that the Receiver’s appointment will no longer be considered temporary.

2. I have been one of the members of Robb Evans & Associates LLC primarily responsible for the supervision, management and administration of the receivership estate, the Receiver’s taking possession and control of the business and operations of the Receivership Entities, as defined in the TRO, the review and investigation of the business, operations and assets of the Receivership Entities and the individuals whose assets are under receivership, and the Receiver’s exercise of the other powers and duties set forth in the TRO and Stipulated

Preliminary Injunction. I have been involved in the Receiver's ongoing review and detailed analysis of the Receivership Entities' financial records, banking records, and other business records and files. I was personally involved in the preparation and review of the Receiver's Report of Activities for the Period From November 6, 2018 to February 21, 2019 ("Receiver's Report") filed on February 22, 2019. I have personal knowledge of the matters set forth in this declaration and if I were called upon to testify as to these matters I could and would competently testify thereto based on my personal knowledge.

3. Since the inception of the receivership estate, the Receiver has undertaken an extensive review and detailed analysis of the Receivership Entities' financial records, banking records, and other business records and files. The initial phase of the Receiver's ongoing forensic accounting work is reflected in the Receiver's Report. Based on that review, as well as interviews with third parties, the Receiver determined that Pukke made an investment into Online Wedding to acquire a 21.829% ownership interest in that entity, which was acquired in the name of his putative spouse and mother of two of his children, Relief Defendant Angela Chittenden ("Chittenden"). Online Wedding is a web-based wedding planner and wedding consultant service. The Receiver determined that Pukke's investment in Online Wedding was \$975,000 and that all but \$100,000 of the investment was funded by the Receivership Entities, as defined under the TRO and/or Stipulated Preliminary Injunction. The balance of the investment of \$100,000 was funded by Relief Defendant Beach Bunny Holdings, LLC ("Beach Bunny Holdings"), Chittenden's swimwear company, representing approximately 10.3% of the funding for this investment.

4. For several months, the Receiver has been in communications with Brett Reynolds, the president of Online Wedding, in an effort to enter into an agreement whereby

OnlineWedding repurchases the outstanding stock held in Chittenden's name. Online Wedding provided detailed financial information to me concerning the financial condition of the company. Reynolds has also advised the Receiver that Online Wedding needs to raise capital in order to continue operating, which is borne out by the financial information provided to me. Reynolds has further indicated that Online Wedding is unable to raise capital while Chittenden is a shareholder, as a result of negative publicity surrounding Pukke.

5. After extensive negotiations, and the Receiver's evaluation of the financial condition of the company, the Receiver and Online Wedding entered into a Stock Repurchase Agreement whereby: (a) Chittenden would execute the Stock Repurchase Agreement providing for the repurchase of all 1,176,470 shares of common stock she holds; (b) Online Wedding would pay \$176,000 to the Receiver in exchange for the shares, payable upon execution, and (c) the Receiver would have the sole and exclusive right to the purchase price, on behalf of the receivership estate, with the proceeds becoming property of the receivership estate upon Court approval of the Stock Repurchase Agreement. Pursuant to the Stock Repurchase Agreement, executed as of August 22, 2019, Online Wedding paid the \$176,000 purchase price to the Receiver immediately after the parties executed the agreement, conditioned upon Court approval. A true and copy of the executed Stock Repurchase Agreement is attached hereto as Exhibit 1.

6. Chittenden has indicated that she or Beach Bunny Holdings may be entitled to a credit for the value of the stock being repurchased which was acquired with Beach Bunny Holdings' funds (which amounts to about \$18,000), which the Receiver disputes. The Receiver contends that the unrepaid benefits received by Chittenden and Beach Bunny Holdings from the Receivership Entities far outweigh the value of Beach Bunny Holdings' investment in Online Wedding and that Chittenden improperly used receivership estate funds to satisfy her \$150,000

liability as a Relief Defendant under the Temporary Restraining Order. In any event, Chittenden has agreed that the entire repurchase amount, \$176,000, can become the exclusive property of the receivership estate. Chittenden has agreed to the terms of the Stock Repurchase Agreement and executed it, thereby agreeing that the receivership estate is entitled to all of the proceeds paid pursuant to the Stock Repurchase Agreement.

7. The cash payment of \$176,000 represents a recovery of 20.1% of the amount paid by the Receivership Entities for the stock and 18.1% of the entire \$975,000 investment. While this represents a significant loss on the investment, the Receiver has determined that this represents a very good return for the receivership estate based on its review of the financial condition of Online Wedding and the likelihood that equity interests in the company would not receive anything if the company is unable to continue operating.

8. Additionally, the Receiver determined that it would not be wise to delay liquidating this ownership interest because of the financial condition of Online Wedding and the uncertainty that exists regarding this investment if the Receiver waited until a final resolution of the underlying action.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on September 16 2019 at Sun Valley, California.

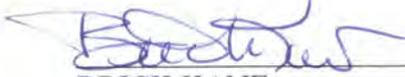

BRICK KANE

EXHIBIT 1

STOCK REPURCHASE AGREEMENT

This Stock Repurchase Agreement (this "**Agreement**"), dated as of August 22 2019, is entered into by and between Online Wedding Solutions, Inc., a Delaware corporation (the "**Company**") and Angela Chittenden, an individual ("**Seller**").

The parties hereto hereby agree as follows:

1. Repurchase of Stock. Upon the terms and subject to the conditions set forth in this Agreement, effective as of the Effective Date as defined below at paragraph 10, the Company hereby redeems and purchases from Seller, and Seller, hereby sells and delivers to the Company 1,176,470 shares of the Company's common stock (the "**Repurchased Shares**"). The aggregate purchase price for the Repurchased Shares is \$176,000.00 (the "**Purchase Price**"). Concurrently with the execution and delivery of this Agreement, the Company shall pay the Purchase Price in immediately available funds to Robb Evans & Associates LLC, the court-appointed receiver (the "**Receiver**") in the receivership currently pending in the matter captioned *In re Sanctuary Belize Litigation*, United States District Court for the District of Maryland, Southern Division, Case No.: 18-cv-3309-PJM (the "**Court**"). The Company shall make no other payment with respect to the Repurchased Shares other than the Purchase Price. Immediately upon the Effective Date, Seller shall deliver all of the Repurchased Shares (together with the related stock powers) to the Company and the Company shall cancel the Repurchased Shares which shall cease to be outstanding and shall be returned to the status of authorized but unissued shares of the Company's common stock.

2. Representations and Warranties of Seller. Seller hereby represents and warrants to the Company as follows:

2.1. Subject to Court approval of this Agreement, Seller has the full capacity to enter into this Agreement and to perform the terms and provisions hereof. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary action on the part of Seller, and this Agreement constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights and by general principles of equity.

2.2. Subject to Court approval of this Agreement, neither the execution and delivery of this Agreement nor compliance with the terms and provisions hereof on the part of Seller will breach any statutes or regulations of any governmental authority, domestic or foreign, or will conflict with or result in a breach of any of the terms, conditions or provisions of any judgment, order, injunction, decree, agreement or instrument to which Seller is a party or by which Seller or Seller's assets may be bound, or constitute a default thereunder or an event which with the giving of notice or passage of time or both would constitute a default thereunder, or require the consent of any person or entity (other than consents obtained on or before the Effective Date), which, in each of the foregoing cases, would have any material adverse impact on Seller's ability to perform its obligations hereunder.

2.3. Seller owns beneficially and of record, and has good and marketable title to, all of the Repurchased Shares, free and clear of any liens, claims, encumbrances, trusts, pledges, mortgages, options, and other restrictions of any kind or nature whatsoever other than (i) restrictions generally imposed by the securities laws of the United States of America and of the various states and (ii) restrictions set forth in written agreements to which the Seller and the Company are parties. Seller has not granted any third party any rights in the Repurchased Shares. Upon the Effective Date, the Company will acquire absolute, good and marketable title to the Repurchased Shares, free and clear of any liens, claims, encumbrances, trusts, pledges, options, mortgages, and other restrictions of any kind or nature whatsoever other than restrictions generally imposed by the securities laws of the United States of America and of the various states.

2.4. Seller acknowledges that she has made the decision to sell the Repurchased Shares for the Purchase Price based upon her independent analysis of the Company and after carefully considering all factors and variables involved. Seller further acknowledges that no representations or warranties have been made by the Company or any other person, including any officers, directors, employees, stockholders, representatives or affiliates of the Company on behalf of the Company regarding the financial and/or business condition or prospects of the Company and that the Company disclaims any responsibility or obligation for disclosure to Seller of any of the Company's future plans or prospects. Seller has had an opportunity to ask questions of and request additional information concerning the Company from representatives of the Company concerning the transactions contemplated by this Agreement and has received all answers and information requested.

2.5. Seller has had a reasonable opportunity to consult with counsel of her own choosing (as well as tax and financial advisors of her own choosing) regarding this Agreement and the transactions contemplated hereby.

3. Property of the Receivership Estate. The Receiver shall have the sole and exclusive right to the Purchase Price, on behalf of the receivership estate, and the Purchase Price shall become property of the receivership estate as of the Effective Date.

4. Representations and Warranties of the Company. The Company represents and warrants to Seller that the Company has the full power and authority to execute and deliver, and perform its obligations under, this Agreement. The execution and delivery of, and performance of its obligations under, this Agreement have been duly authorized and approved by the Company and do not require any further proceedings to authorize the execution and delivery of, and performance of its obligations under, this Agreement.

5. Successors and Assigns, Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the successors, heirs, and assigns of the parties hereto. This Agreement may not be assigned by either party hereto without the prior written consent of the other party.

6. Jurisdiction. The Court shall retain jurisdiction over all matters related to this Agreement. In the event the Court does not approve this Agreement, the Receiver shall return

the Purchase Price in immediately available funds to the Company and the Receiver shall be entitled to the Repurchased Shares.

7. Governing Law. This Agreement and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

8. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior agreements, oral, written or otherwise, of the parties hereto with respect of the subject matter hereof. This Agreement may not be changed or amended except in writing signed by the parties hereto.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

10. Effective Date. The Receiver shall, within a reasonable time after execution of this Agreement by all parties hereto, present this Agreement to the Court for its approval. The "Effective Date" of this Agreement shall be the date on which the Court enters an order approving and authorizing the terms of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the date set forth above.

COMPANY:

ONLINE WEDDING SOLUTIONS, INC.

By: _____
Name:
Its:



SELLER:

Angela Chittenden



Agreed to and Acknowledged by:

RECEIVER:

By: _____
Name: Brick Kane
Its: Deputy to the Receiver



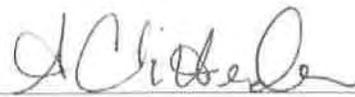
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[Signature Page – Stock Repurchase Agreement]

STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto Online Wedding Solutions, Inc., a Delaware corporation (the "Corporation") 1,176,470 shares of the Corporation's common stock standing in the undersigned's name on the books of said Corporation and does hereby irrevocably constitute and appoint the officers and counsel of the Corporation to transfer said stock on the books of the Corporation with full power of substitution in the premises.

DATED: 9-3-19



Angela Chittenden