

PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THIS FORM.

**CORPORATION
REINSTATEMENT**



FLORIDA DEPARTMENT OF STATE
Secretary of State
DIVISION OF CORPORATIONS

15 NOV 13 14 08

DOCUMENT # *P06000007385*

1. Corporation Name

SunWize Technologies, Inc.

2. Principal Office Address - No P.O. Box #

1155 Flatbush Road

Suite, Apt. #, etc.

3. Mailing Office Address

1155 Flatbush Road

Suite, Apt. #, etc.

City & State

Kingston, NY

Zip

12401

Country

USA

City & State

Kingston, NY

Zip

12401

Country

USA

CR2E081 (11/10)

A. Date incorporated or qualified
To Do Business in Florida

11/28/2008

B. FET Number

61-1511327

Applied For

Not Applicable

C. CERTIFICATE OF STATUS DESIRED

\$8.75 Additional Fee required
for a Certificate of Status

7. Name and Address of Current Registered Agent

Name

C T Corporation System

Street Address (P.O. Box Number is Not Acceptable)

1200 South Pine Island Road

Suite, Apt. #, etc.

City

Plantation

State

FL

Zip Code

33324

700273126777
11/15/15-01007-024 **750.00

8. I, being appointed the registered agent of the above named corporation, am familiar with and accept the obligations of section 607.0605 or 617.0605, F.S.

Signature of
Registered Agent

Margaret E. Routhahn

MARGARET E. ROUTHAN
Special Assistant Secretary

Date **11/2/2015**

REGISTERED AGENT MUST SIGN

9. Names and Street Addresses of Each Officer and/or Director (Florida nonprofit corporations must list at least 3 directors)

Title	Name of Officers and/or Directors	Street Address of Each Officer and/or Director	City / State / Zip
President	James Stevenson	6241 SW Trellis Dr	Corvallis, OR 97333
Vice President	Daniel Dunham	4228 Skyhawk Lane	Vacaville, CA 95688

NOV 13 2015

REINSTATEMENT

R. HUNT

10. E-mail Address: **James.stevenson@goodcleanenergy.net**

(To be used for future annual report submission)

11. I certify that I am an officer or director or the receiver or trustee empowered to execute this application as provided for in chapter 607 or 617, F.S. I further certify that when filing this reinstatement application, the reason for dissolution has been eliminated; the corporate name satisfies the requirements of section 607.0401 or 617.0401, F.S., and that all fees owed by the corporation have been paid. I further certify the information indicated on this application is true and accurate, and my signature shall have the same legal effect as if made under oath. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.165, F.S.

SIGNATURE:

James Stevenson

PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

11/2/2015 602-710-2527

Date

Daytime Phone

as Receiver for ECO Solar formerly Sunwize Technologies Inc.

Check #1001

\$750.00

MCA Financial Group

October 19, 2015

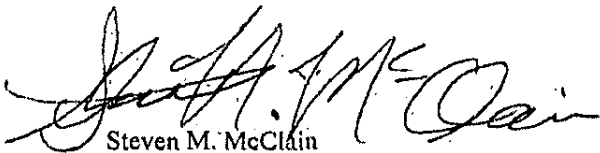
To Whom it May Concern

Re: Appointment as Receiver: Court Order No. CV-15-02408-PHX-DLR, Tonn Investments LLC vs. ECO Clean Solar, Inc.

Dear Sirs:

Please be advised that pursuant to the attached Court Order, MCA Financial Group, Ltd, (MCA), was appointed Receiver effective October 16, 2015. Attached is the court order for your information. Please direct any correspondence to my attention at MCA.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven M. McClain", is written over a horizontal line.

Steven M. McClain
Senior Managing Director as Court Appointed Receiver

MCA Financial Group
4909 N. 44th St.
Phoenix, AZ 85018
O: 602-710-2527

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Tonn Investments LLC,

Plaintiff,

v.

Eco Clean Solar Incorporated,

Defendant.

No. CV-15-02048-PHX-DLR

ORDER

Based upon stipulation of all the parties. (Doc. 3.)

Pursuant to Rule 66, Fed. R. Civ. P., after consideration of and in furtherance of the “Verified Complaint for: (I) Appointment of a Receiver, and (II) Breach of Contract” (the Verified Complaint”) filed by Tonn Investments, LLC, an Arizona limited liability company (“Plaintiff” or “Lender”) and “Stipulation for Appointment of MCA Financial Group, Ltd., by and through Keith Bierman, as Receiver and Immediate Entry of Stipulated Order Appointing Receiver” (the “Stipulation”) filed by Tonn Investments, LLC, an Arizona limited liability company (“Plaintiff” or “Lender”) filed by Plaintiff and Eco Clean Solar, Inc., a Delaware corporation, f/k/a Sunwise Technologies, Inc. (“Defendant” or “Borrower”), and for good cause appearing therefor,

THE COURT HEREBY FINDS that:

A. This Court has jurisdiction over the parties hereto and the subject matter of this dispute;

1 B. Adequate notice was given to the parties in this action;

2 C. Plaintiff has a valid and enforceable security interest in all of Defendant's
3 assets (the "Collateral");

4 D. The loan documents attached to the Verified Complaint provide that
5 Plaintiff is entitled to the appointment of a receiver to take possession of the Collateral
6 and all proceeds therefrom;

7 E. Defendant is in default under the loan documents for, among other things,
8 failing to repay the loan owing to Plaintiff by the maturity date or any time thereafter; and

9 F. Plaintiff and Defendant have agreed to the appointment of MCA Financial
10 Group, Ltd., through its Senior Managing Director, Keith Bierman, as receiver. MCA
11 Financial Group, Ltd. is impartial as to this matter and qualified to act as receiver.

12 **IT IS HEREBY ORDERED** as follows:

13 **1. APPOINTMENT OF RECEIVER:** MCA Financial Group, Ltd., through
14 its Senior Managing Director, Keith Bierman, located at 4909 44th Street, Phoenix,
15 Arizona 85018, is hereby appointed as a general receiver (the "Receiver") over
16 Defendant in this action, effective immediately upon the filing of the "Oath of Receiver"
17 by the Receiver, and shall continue in place pending further order from this Court.
18 Plaintiff and Defendant agree that no bond of the Receiver is necessary or appropriate.

19 **2. POSSESSION OF RECEIVER:** The Receiver shall take immediate
20 possession, custody, and control over Defendant, its assets, and operations, and may
21 exercise all of the rights and privileges associated with ownership of all of Defendant's
22 assets, including proceeds therefrom (collectively, the "Collateral").

23 **3. DUTIES, RIGHTS, AND POWERS OF THE RECEIVER:** The
24 Receiver is granted all of the rights and powers available to general receivers at common
25 law and in equity in Arizona, including, but not limited to the following powers, duties,
26 and authorities:

1 (a) *Possession.* To enter on and take possession and control of
2 Defendant and the Collateral, wherever located, and exercise all of the rights of an owner
3 of Defendant and such Collateral;

4 (b) *General Operation and Management.* To manage, maintain, and
5 preserve Defendant and the Collateral for the duration of this receivership in a
6 reasonable, prudent, diligent, and efficient manner to maximize its value for the benefit of
7 the Plaintiff. The Receiver may enter into contracts with third parties to operate, manage,
8 maintain, and preserve the Collateral in the best interest of the Receivership Estate
9 (which means the totality of the Collateral, accounts, assets, rights, and obligations the
10 Receiver has authority to manage and control in accordance with this Order) (the
11 "Receivership Estate"). The Receiver may, in his business judgment, operate, manage,
12 control, and conduct in the ordinary and usual course of business, and do all things and
13 incur the risks and obligations ordinarily incurred by owners, managers, and operators of
14 similar businesses, and no such risks or obligations so incurred shall be the personal risk
15 or obligation of the Receiver, but shall be a risk or obligation of the Receivership Estate
16 only;

17 (c) *Notifications.* To notify all local, state, and federal governmental
18 agencies, all vendors and suppliers, and any and all others who provide goods or services
19 to Defendant of his appointment as Receiver. No utility may terminate service to
20 Defendant as a result of non-payment of pre-receivership obligations without prior order
21 of this Court. No insurance company may cancel its existing current-paid policy as a
22 result of the appointment of the Receiver, without prior order of this Court;

23 (d) *Receiver's Agents.* Subject to Plaintiff's consent, to employ, hire,
24 engage, and retain attorneys, certified public accountants, investigators, consultants, and
25 any other personnel or employees at commercially reasonable rates, which the Receiver
26 deems necessary to assist him in the discharge of his duties, and with the parties' consent,
27 any such persons or entities may be affiliates of the Receiver;

28

1 (e) *Collections.* To demand, collection, and receive all profits form the
2 Collateral or earned by Defendant, including all deposits and all proceeds in the
3 possession or name of the Defendant or any of its members, principals, affiliates, agents,
4 servants, or employees, which are derived from the revenues generated by Defendant
5 (including tax credits or refunds), and to bring and prosecute all proper actions for the: (i)
6 collection of revenues owing to Defendant, (ii) turnover of all property of the
7 Receivership Estate, (iii) avoidance of (or money damages for) fraudulent conveyances to
8 or from Defendant, (iv) protection of the Collateral, (v) enforcement of the provisions of
9 this Order, and (vi) any other damage caused to the Collateral;

10 (f) *Books, Records, and Accounts.* To take such possession and control
11 of all of the books, records, correspondence, and other accounting documents of
12 Defendant that the Receiver deems appropriate, whether such records are paper or
13 electronic, which relate to, refer to, or account for the assets, revenues, proceeds, and/or
14 liabilities of the Defendant, whether in the possession and control of the Defendant or its
15 members, principals, affiliates, attorneys, agents, accountants, servants, or employees. All
16 banks and financial institutions, upon presentation of a copy of this Order, shall provide
17 copies of any requested records regarding any such accounts used in connection with
18 Defendant to the Receiver or his agent;

19 (g) *Contracts.* The appointment of the Receiver shall not constitute
20 abreach or default under any contracts presently involving or affecting Defendant or the
21 Receivership Estate;

22 (h) *Bank Accounts.* To issue demands for the freezing and turnover of
23 funds upon any financial institution, which the Receiver has determined is a depository of
24 funds belonging to, or arising from, the Collateral. Effective as soon as possible after
25 entry of this Order, although the Receiver may in its business judgment maintain as
26 necessary any existing bank accounts, the Receiver shall establish and maintain a
27 separate operating account(s) (the "Operating Account") into which the Receiver shall
28 deposit all receipts from the Receivership Estate and from which the Receiver shall

1 disburse regularly and punctually, all amounts due and payable as reasonable, necessary,
2 and proper expenses incurred by the Receiver in the ownership, operation, management,
3 protection, and conservation of the Collateral;

4 (i) *Payment of Receivership and Collateral Expenses.* To pay and
5 discharge out of the funds coming into his hands all the current and on-going expenses of
6 the receivership and the current and on-going costs and expenses of operation and
7 maintenance of the Collateral. All expenses paid by the Receiver must be reasonable and
8 are subject to final approval by the Court;

9 (j) *Payment of Business Expenses.* To expend funds to purchase
10 equipment, materials, supplies, fuel, and services as the Receiver reasonably deems
11 necessary and advisable in the ordinary course of business to assist him in performing his
12 duties hereunder and to pay therefore the ordinary and usual rates and prices out of the
13 funds that may come into the possession of the Receiver;

14 (k) *Receiver's Reports.* On a periodic basis, the Receiver shall prepare a
15 report of the condition and operation of the Receivership Estate, which includes profit
16 and loss statements, balance sheets, and revenue receipts and disbursements on a cash
17 reporting basis, and other relevant operational issues that occurred during the preceding
18 month. These reports shall include an itemization of the Receiver's fees and expenses of
19 the Receivership Estate, including fees and costs of accountants and attorneys, incurred
20 for each reporting period in the operation and administration of the Receivership Estate.
21 The Receiver shall follow accounting standards typical for similar businesses, and may
22 enlist the aid of accountants for preparation of the Receiver's reports;

23 (l) *Payment of Receiver.* The Receiver, shall be compensated for its
24 duties as the Receiver under this Order for an hourly fee as agreed upon by the parties,
25 the first payment being due and payable by Plaintiff thirty (30) days after entry of this
26 Order, and thereafter every thirty (30) calendar days until the Receiver is discharged by
27 this Court (the "Receiver Fee");
28

1 (m) *Receiver's Expenses.* In no event shall the Receiver be obligated to
2 advance its own funds for the payment of expenses for the Receivership Estate. The
3 Receiver, its consultants, agents, employees, legal counsel, and professionals may be paid
4 on a periodic basis. However, all fees paid on an interim basis are subject to final
5 approval by the Court and must be reasonable;

6 (n) *Expense Limit.* Notwithstanding anything in this Order to the
7 contrary, in addition to the Receiver Fee, the Receiver shall not incur or expend fees or
8 expenses in any one matter in excess of \$10,000.00 without obtaining prior written
9 approval of Plaintiff or this Court;

10 (o) *Final Statement of Account.* Within thirty (30) days of the
11 termination of the Receivership Estate, the Receiver shall file with the Court a "Final
12 Report and Accounting" or similar report, which sets forth any and all fees and expenses
13 claimed by the Receiver. If no objection thereto is filed and served on or within ten (10)
14 days following service thereof, such Final Report and Accounting may be paid and the
15 Receiver may be discharged. If an objection is timely filed and served, such Final Report
16 and Accounting shall not be paid absent further order of this Court. In the event
17 objections are timely made to such fees and expenses, those specific fees and expenses
18 objected to will be paid within ten (10) days of an agreement among the parties or the
19 entry of an order by this Court adjudicating the matter;

20 (p) *Property Name and Description.* The Receiver is authorized to
21 utilize any existing name or trade name and utilize any existing intellectual property that
22 is related to the Receivership Estate;

23 (q) *Litigation.* The Receiver may, in his discretion, intervene in, initiate,
24 prosecute, defend, and/or resolve any action related to the Receivership Estate; and

25 (r) *General Powers.* To do any acts which the Receiver, in his sole
26 discretion and business judgment, deems appropriate or desirable to protect the value of
27 the Receivership Estate. To use such measures, legal or equitable, as the Receiver deems
28 desirable, necessary, or appropriate in his business judgment to protect and preserve the

1 value of the Receivership Estate; and to generally do such other things as may be
2 necessary or incidental to the foregoing specific powers, directions, and general
3 authorities and to take actions relating to the Receivership Estate beyond the scope
4 contemplated by the provisions set forth above, provided the Receiver first obtains the
5 approval from this Court for any actions beyond the scope contemplated herein.

6 **4. NON-INTERFERENCE WITH RECEIVER:** All persons or entities
7 with actual knowledge of this Order, including, without limitation, the parties to this
8 action, and the officers, directors, members, principals, affiliates, agents, servants, and
9 employees of Defendant, are enjoined from:

10 (a) Interfering with the Receiver, directly or indirectly, in the
11 management and operation of the Receivership Estate or business operations of the
12 Receivership Estate;

13 (b) Interfering with the Receiver, directly or indirectly, in the collection
14 of revenues owing to the Receivership Estate;

15 (c) Collecting or attempting to collect from the Collateral or
16 Receivership Estate;

17 (d) Extending, disbursing, transferring, assigning, selling, conveying,
18 devising, pledging, mortgaging, creating a security interest in, or disposing of the whole
19 or any part of the Collateral without the prior written consent of the Receiver and this
20 Court;

21 (e) Doing any act which will, or which will tend to, impair, defeat,
22 divert, prevent, or prejudice the preservation of the Receivership Estate or Collateral
23 (including the revenues or proceeds therefrom); and

24 (f) Doing any act which directly or indirectly interferes in any manner
25 with the discharge of the Receiver's duties under this Order.

26 **5. TURNOVER:** Defendant and its officers, directors, members, principals,
27 affiliates, agents, servants, employees, contractors and all other persons or entities in
28 possession thereof, including but not limited to financial institutions, local, city, county,

1 and state governmental agencies, quasi-governmental agencies and utilities, and all other
2 persons with actual or constructive knowledge of this Order and their agents and
3 employees, shall immediately:

4 (a) Turn over to the Receiver possession of the Collateral, including the
5 records, books of account, ledgers, and all business records for the Receivership Estate,
6 wherever located and in whatever mode maintained (including, without limitation,
7 information contained on computers, as well as all banking records, statements, and
8 canceled checks);

9 (b) Turn over to the Receiver all bank accounts used in connection with the
10 Receivership Estate and arrange for the Receiver to have sole signature authority over
11 such accounts;

12 (c) Turn over to the Receiver all documents which constitute or pertain to
13 all licenses, permits, development plans, surveys, reports, or governmental approvals
14 relating to Defendant;

15 (d) Turn over to the Receiver all documents which constitute or pertain to
16 insurance policies, whether currently in effect or lapsed, which relate to the Receivership
17 Estate;

18 (e) Turn over to the Receiver all contracts, leases and subleases, royalty
19 agreements, licenses, assignments, or other agreements of any kind whatsoever, whether
20 currently in effect or lapsed, which relate to the Receivership Estate;

21 (f) Turn over to the Receiver all documents of any kind pertaining to any
22 and all toxic chemicals or hazardous material, if any, ever brought, used and/or remaining
23 in the possession of the Receivership Estate, including, without limitation, all reports,
24 surveys, inspections, checklists, proposals, orders, citations, fines, warnings, and notices;

25 (g) Turn over to the Receiver all revenues or proceeds derived from the
26 Receivership Estate; and

27 (h) Turnover to the Receiver all passwords needed to access all records and
28 files maintained on any computers, servers, or other electronic devices that belong to the

1 Receivership Estate, or any other computers, servers, or other electronic devices on
2 which information related to Defendant is stored.

3 **6. LIABILITY/INDEMNIFICATION OF RECEIVER:**

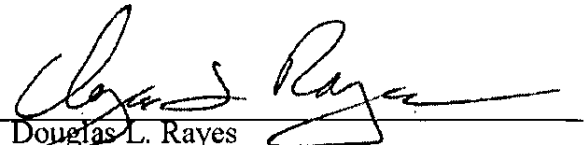
4 (a) *Limitation of Liability.* The Receivership Estate, the Receiver, and
5 its employees, agents, attorneys, and all professionals and management companies
6 retained by the Receiver shall have no liability for any obligations or debts incurred by
7 the parties to this action. The Receiver and his employees, agents, attorneys, and all
8 professionals and management companies retained by the Receiver shall have no
9 personal liability, and they shall have no claim asserted against them relating to the
10 Receiver's duties under this Order, without prior authority from this Court. In any event,
11 no suit shall be maintained against the Receiver unless the Receiver has acted outside the
12 scope of his authority and committed fraud or gross negligence in the administration of
13 his duties. The Receiver is acting solely in his capacity as a Receiver, and the debts of the
14 Receiver are solely the debts of the Receivership Estate; and

15 (b) *Indemnification of Receiver.* The Receiver's liability for any action
16 taken in the course of his duties shall be limited to the Receivership Estate. The
17 Receivership Estate shall indemnify and hold harmless the Receiver, and any affiliate,
18 member, officer, or agent of the Receiver from any claims, liability, loss, cost, or expense
19 (including reasonable attorneys' fees and costs) arising out of this Receivership, unless
20 the Receiver has acted outside the scope of his authority and committed fraud or gross
21 negligence in the administration of his duties.

22 **7. CONTACTING THE RECEIVER:** Individuals or entities interested in
23 the Collateral, including but without limitation, all lessors, lessees, customers, principals,
24 suppliers, and creditors, may contact the Receiver directly by and through the following
25 individual: Keith Bierman, 2909 N. 44th Street, Phoenix, Arizona 85018,
26 kbierman@mca-financial.com.

1 **8. ADDITIONAL DUTIES:** The parties or Receiver may at any time apply
2 to this Court for any further or other instructions and powers necessary to enable the
3 Receiver to perform his duties properly.

4 Dated this 16th day of October, 2015.

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9 Douglas L. Rayes
 United States District Judge