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Attorneys for Gil Miller, Liquidating Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF UTAH, CENTRAL DIVISION**

In re

PACIFIC WEBWORKS, INC.,

Debtor.

Bankruptcy No. 16-21223 (WTT)

Chapter 11

**LIQUIDATING TRUSTEE'S MOTION TO AUTHORIZE THE SALE OF
SUBSCRIPTION RIGHT AND CORPORATE CONTROL**

Pursuant to Bankruptcy Code §§ 105 and 363 and Federal Rules of Bankruptcy Procedure 2002 and 6004, Gil Miller, solely in his capacity as the Liquidating Trustee (the "Trustee") of the bankruptcy estate of Pacific WebWorks, Inc. (the "Debtor"), through his undersigned counsel, hereby moves this Court for an order authorizing the sale of certain Subscription Rights and control of the Debtor's corporate structure free and clear of liens, claims, and encumbrances. In support of this motion, the Trustee respectfully represents as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

GENERAL BACKGROUND

3. On February 23, 2016 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Utah.

4. The Debtor is a publicly traded company on the OTC Markets.

5. The Trustee was appointed as the liquidating trustee of the Debtor’s estate pursuant to that certain Plan of Liquidation (the “Plan”), which was confirmed by the Court in its Order Confirming the Debtor’s Plan of Liquidation, entered on November 28, 2016.

6. Under the Plan, the Trustee has the authority to collect, hold, administer, distribute, and liquidate all the Debtor’s assets, including but not limited to the Debtor’s corporate shell.

THE PROPOSED SALE

7. Subject to this Court’s approval, the Trustee has entered into an Agreement with Dan Masters (“Masters”) to sell that certain Subscription Right and Control (the “Assets”), which Agreement is attached as Exhibit 1 (the “Agreement”). The Assets consist: (1) of a right to subscribe for the Debtor’s common stock shares in such an amount that upon the issuance of the newly issued shares, Purchaser will own 96% of the shares of the Debtor’s common stock then issued and outstanding; and (2) control of the Debtor’s corporate structure, including the authority to appoint a new board of directors and amend the Debtor’s Articles of Incorporation. Although the terms

of the Agreement are summarized in this Motion, parties in interest should carefully review the Agreement itself for its specific terms.

8. The Trustee seeks, as part of this Motion, authority to close the Agreement, including the authority described in paragraphs 5 and 7(v) of the Proposed Order, attached hereto as Exhibit 2.

9. The Trustee further seeks, as part of this Motion, the Court's authorization for Masters to own the Estate's interest in the Assets, and to the extent of that interest, to be authorized to take the actions described in paragraphs 7(i)-(iv) of the Proposed Order.

10. Under the Agreement, Masters will pay \$25,000 to the Trustee to purchase the Assets. The sale is subject to higher and better offers received prior to this Court's approval of the Agreement. The sale of the Assets to Masters is "as is", "where is," without representation or warranty of Seller as to good standing, reinstatement of good standing, adequacy or timeliness of filing requirements (whether state or federal, including the SEC, the State of Nevada, or any other governmental unit), or any other filing or compliance actions, or the type or number of outstanding shares.

11. The Agreement requires a closing on or before June 15, 2017, and requires Masters to assume all responsibilities for all costs related to the conversion of the Assets into newly issued shares and control of the Debtor.

APPLICABLE AUTHORITY

12. To facilitate administration of a bankruptcy estate, 11 U.S.C. § 363(b)(1) provides that a debtor, "after notice and a hearing, may use sell, or lease, other than in the ordinary course of business, property of the estate. . . ."

13. Section 363(b) has been applied in many situations to authorize a debtor or trustee to sell property of the estate outside of the ordinary course of business, including entering transactions for the sale of authority to assume control over a Debtor's corporate structure. See 3 Collier on Bankruptcy ¶ 327.02[6][a] (Alan N. Resnick & Henry J. Sommer eds. 16th ed.); In re Renewable Energy Dev. Corp., Ch. 7 Case No. 11-38145, at Docket No. 220 (Bankr. D. Utah August 20, 2015) (approving a substantially similar transaction) (order attached hereto as Exhibit 3).

14. To approve the use, sale or lease of property outside of the ordinary course of business, the Trustee must show four requirements: "(1) that a sound business reason exists for the sale; (2) there has been adequate and reasonable notice to interested parties, including full disclosure of the sale terms and the [Trustee's] relationship with the buyer; (3) that the sale price is fair and reasonable; and (4) that the proposed buyer is proceeding in good faith." In re Medical Software Solutions, 286 B.R. 431 (Bankr. D. Utah 2002); accord Committee of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1071 (2d Cir. 1983) (identifying the "sound business purpose" test); In re Abbotts Dairies of Penn., Inc., 788 F.2d 143, 145-47 (3d Cir. 1986) (implicitly adopting the articulated business justification test of Lionel, and adding the "good faith" requirement).

15. In general, bankruptcy courts often defer to a trustee's business judgment regarding the sale of estate assets, unless such decision is arbitrary and capricious. See In re Curlew Valley Assocs., 14 B.R. 506, 511-13 (Bankr. D. Utah 1981). Courts generally will not second-guess a trustee's business decisions when those decisions involve "a business judgment made in good faith, upon a reasonable basis, and within

the scope of his authority under the Code.” Curlew Valley, 14 B.R., at 513-14 (footnotes omitted).

16. In this case, a sound business reason exists for the sale. The Debtor has liquidated substantially all its assets and has no present business operations. All creditors have been paid in full under the Plan. By approving the Motion, the Court will provide the Debtor’s interest holders with a double benefit: (1) they will be able to participate in whatever reorganized business operations Masters (or any subsequent controlling shareholder) will provide for the Debtor; and (2) to the extent they filed proofs of interest, they will be paid as contemplated under the Plan from the proceeds of the proposed sale.

17. The Trustee submits that this motion will provide adequate notice of the sale to creditors and parties-in-interest. Masters has no connection with the Debtor or the Trustee, and notice of the motion will be mailed to all parties-in-interest, including interest holders in the Debtor.

18. Under the circumstances, the sale price proposed is fair and reasonable. The Trustee has undergone substantial efforts to market the Assets, and has received multiple offers for the Assets. Masters’ offer is the best and highest offer the Trustee has received thus far. Moreover, the proposed sale of the Assets remains subject to higher and better offers.

19. The Trustee submits that the Agreement satisfies the good faith requirement set out in the Medical Software Solutions case. See 286 B.R. at 241. The Bankruptcy Code does not define “good faith.” Courts have therefore turned to the traditional equitable definition of a “good faith purchaser”—a purchaser who buys in

“good faith” and for “value.” Tomkins v. Frey (In re Bel Air Assocs., Ltd.), 706 F.2d 301, 305 (10th Cir. 1983). In addition, certain types of misconduct, including “fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take advantage of other bidders,” will “destroy a buyer’s ‘good faith purchaser’ status.” Id. (quoting In re Rock Indus. Machinery Corp., 573 F.2d 1195, 1197 (7th Cir. 1997). Although Tomkins was a case arising under the Bankruptcy Act, it remains good law in this circuit. See Plotner v. AT&T Corp., 224 F.3d 1161, 1171 (10th Cir. 2000) (citing Tomkins with approval).

20. The Trustee does not believe that Masters has engaged in any conduct that would preclude this Court from making a “good faith” finding at the hearing to approve this proposed sale. The negotiations between the Trustee and Masters have been at arm’s length. The sale of the Assets will provide substantial value to the estate and the Debtor’s interest holders. The Court, therefore, should conclude that the Agreement meets each of the four Medical Software Solutions requirements.

21. Pursuant to Bankruptcy Code § 363(f), the Debtor may sell property free and clear of any lien, claim, or interest in such property, if, among other things:

- (1) applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

22. Because Bankruptcy Code § 363(f) is drafted in the disjunctive, satisfaction of any one of the five requirements will be sufficient to permit the sale of the Assets free and clear of liens, claims, encumbrances, pledges, mortgages, security interests, charges, and options (collectively, the “Encumbrances”). Other than the interests held by existing shareholders (which interests, to an extent, will remain under the Agreement), the Trustee is not aware of an Encumbrance of any kind which encumbers the Assets. Any party asserting any Encumbrances in the Asset would be subject to a bona fide dispute pursuant to Bankruptcy Code § 363(f)(4). Accordingly, the Trustee may sell the Assets free and clear of any party asserting any Encumbrances in the Assets.

23. In order to approve a sale free and clear of liens pursuant to Bankruptcy Code § 363(f)(4), the Court need only find that there is an objective basis for either a factual or legal dispute as to the validity of the interest. Union Planters Bank v. Burns (In re Gaylord Grain L.L.C.), 306 B.R. 624 (8th Cir. B.A.P. 2004) (citing cases). Therefore, the Assets may be sold free and clear of any alleged Interests pursuant to Bankruptcy Code § 363(f)(4).

24. In addition, the Trustee requests a waiver of the stay which would otherwise apply under Fed. R. Bankr. P. 6004(h), such that the Trustee is authorized to consummate the sale immediately after the hearing on this Motion. The Trustee submits that cause exists for a waiver of this stay. The Debtor’s corporate filings with the State of Nevada expire on May 31, 2017. If the Debtor’s corporate filings expire, the proposed transactions will be substantially more difficult to complete. Moreover, if the Trustee

closes on the sale prior to May 31, 2017, Masters will have the sole responsibility to pay for the renewal of the Debtor's corporate filings.

WHEREFORE, the Trustee moves this Court to enter an Order granting the Motion; approving the sale contemplated by the Agreement pursuant to Bankruptcy Code §§ 105(a), 363(b), and 363(f), with the sale of the Property to be free and clear of liens, and encumbrances; finding that the sale is in compliance with applicable bankruptcy law; authorizing the actions and authority set forth in paragraphs 5 and 7 of the Proposed Order; finding that the Buyer is a "good faith purchaser" including for purposes of Bankruptcy Code § 363(m); authorizing the Trustee to execute the documents necessary to effectuate the proposed transactions; providing liens, claims, and encumbrances, if any, in the proceeds of the sale of the Assets attach to the proceeds of the sale; waiving the stay of the sale order under Fed. R. Bankr. P. 6004(h), and for such other and further relief as is appropriate.

Dated: May 2, 2017

COHNE KINGHORN, P.C.

/s/ Jeffrey L. Trousdale

GEORGE HOFMANN

JEFFREY L. TROUSDALE

Attorneys for Gil Miller

EXHIBIT 1

(Agreement)

CONTRACT FOR SALE AND PURCHASE OF
CORPORATE SHELL

This agreement is a Contract for Sale and Purchase between Gil Miller ("Seller"), solely in his capacity as the Liquidating Trustee of the post-confirmation Liquidating Trust for the Bankruptcy Estate of Pacific WebWorks, Inc. (the "Debtor") and Dan Masters ("Purchaser"), dated this 28th day of April, 2017.

RECITALS

A. The Debtor filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Utah (the "Bankruptcy Court"), Case No. 16-21223 WTT (the "Bankruptcy Case") on February 23, 2016 (the "Petition Date").

B. The Debtor was organized as a corporation under the laws of the State of Nevada on May 18, 1987, and is a publicly traded company on the OTC marketplace.

C. On November 28, 2016, the Court entered its Order Confirming Debtor's Chapter 11 Plan of Liquidation (the "Confirmed Plan"), whereby the Court authorized the creation and implementation of a post-confirmation Liquidating Trust (the "Liquidating Trust").

D. Under the Confirmed Plan, the Liquidating Trust was established to collect, hold, administer, distribute, and liquidate all of the Debtor's assets, including but not limited to the Debtor's corporate shell. The Liquidating Trustee holds all the rights, powers, and duties of a trustee of the Estate under Chapter 11 of the Bankruptcy Code.

E. Seller is the Liquidating Trustee of the Liquidating Trust.

F. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, the Debtor the right to subscribe for shares of common stock of Debtor that would provide Purchaser with the right to own 96% of the shares of Debtor's common stock then issued and outstanding free and clear of liens, claims, and encumbrances pursuant to Bankruptcy Code § 363.

NOW, THEREFORE, for good and sufficient consideration, as set forth hereunder, it is agreed by Seller and Purchaser as follows:

1. Parties. The Parties to this transaction are Seller and Purchaser.
2. Subscription Right and Control. Subject to all conditions and terms set forth herein, Seller shall grant and sell to Purchaser a controlling interest in Debtor's corporate shell by selling Purchaser a right to subscribe (the "Subscription Right") for the Debtor's common stock shares ("Newly Issued Shares") in such an amount that upon the issuance of the Newly Issued shares, Purchaser will own 96% of the shares of the Debtor's common stock then issued and outstanding. A copy of the Subscription Right is attached hereto as Exhibit A. Seller is also selling control of the Debtor to Purchaser by granting authority to Purchaser to appoint a new board of directors of the Debtor, which shall be authorized to amend the Debtor's articles of

incorporation and issue new shares (the "Control"), pursuant to an order of the Bankruptcy Court. Purchaser hereby agrees to purchase the Subscription Right and Control from Seller for the price of \$25,000. This Subscription Right and Control allows Purchaser to convert the Subscription Right into fully paid shares of the Debtor's Common Stock subject to the terms and conditions of this Agreement. The parties agree that the Subscription Right and Control are hereafter referred to as the "Asset." At the time of Closing, the Asset shall be free and clear of all liens, claims, and encumbrances, to the extent permitted under Bankruptcy Code § 363.

3. The Asset. The Asset shall be sold "as is, where is" without representation or warranty of Seller as to good standing, reinstatement of good standing, adequacy or timeliness of filing requirements (whether state or federal, including the SEC, the State of Nevada, or any other governmental unit), or any other filing or compliance actions, or the type or number of outstanding shares. The Asset does not include any interest in any real or personal property of any nature, including any ownership position with respect to any subsidiaries of the Debtor. Purchaser agrees that it is not relying on and specifically waives any claim of liability based on any statement, representation, warranty, promise, covenant, or undertaking by the Seller in connection with the sale of the Asset. BY SIGNING BELOW, THE SELLER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, IN CONNECTION WITH THE SALE OF THE ASSET.

4. Production of Corporate Books and Records. Upon execution of this Agreement, Seller shall make available to Purchaser all corporate books and records of the Debtor that Seller maintains or has access to, with all costs for the production the books and records to be paid by Purchaser; however, Seller makes no representations or warranties as to the existence, contents, or accuracy of the books and records. It is acknowledged that Seller, as Liquidating Trustee of the Debtor's estate, did not prepare or produce the corporate books and records, and that Seller merely maintains those books and records produced and turned over to it by the Debtor. Purchaser acknowledges the existence of public filings with the SEC prior to the Petition Date, and acknowledges that neither the adequacy and sufficiency of corporate books and records nor the adequacy or sufficiency or timeliness of the Debtor's SEC filings shall be a condition precedent to the closing of this transaction.

5. Purchaser's Acknowledgment of Debtor's Capital Structure. Purchaser understands and is aware that the Debtor has 50,000,000 shares of \$0.001 par value common stock authorized and no shares of preferred stock authorized. Purchaser understands and is aware that the Debtor's Form 10-Q for the quarter ending September 30, 2015—Debtor's most recent Form 10-Q filed with the Securities and Exchange Commission ("SEC")—represents that 49,713,895 shares of Debtor's common stock were issued and outstanding as of that date. Seller makes no representation as to how many shares of Debtor's common stock are currently issued and outstanding.

6. Delinquent SEC Filings. Purchaser acknowledges that Debtor is not current in its filings with the SEC under the Securities Exchange Act of 1934, as amended (the "Filings"), and neither Seller nor Debtor shall take any action to cause Debtor to become current in the Filings.

7. Conditions Precedent to Convert Subscription Rights into Shares of Common Stock. The parties acknowledge that substantially all 50,000,000 shares of the Debtor's

common stock authorized are issued and outstanding. In order for Purchaser to convert the Subscription Right into actual shares of the Debtor's common stock, the Purchaser shall be required to (i) effect a reverse stock split of the currently issued and outstanding shares of the Debtor's common stock, (ii) increase the number of shares of common stock authorized, or (iii) effect some combination of reverse split or increased authorized capital. The Seller shall have no responsibility to fund any costs associated with such actions, except for obtaining an order from the Bankruptcy Court approving this Agreement. Seller makes no representations as to whether such actions can occur, how much such actions will cost, or what specific steps are necessary to accomplish such actions.

8. No Representations as to Applicable Legal Requirements. Seller makes no representations as to the legal requirements or ramifications of the actions referred to in Section 7 of this Agreement, or whether Purchaser may be able to convert the Subscription Rights into Shares of Debtor's common stock.

9. Bankruptcy Court Order. Within ten (10) days after execution of this Agreement, Seller shall file with the Bankruptcy Court a motion for an order authorizing the sale of the Asset free and clear of all liens, claims and encumbrances to the extent permitted by Bankruptcy Code § 363 (the "Motion"). The Motion shall include the following requests, but Purchaser understands that the granting of the requests is within the power of the Bankruptcy Court and that all requests may not be granted. If any request is not granted, Purchaser may elect not to proceed with this agreement upon written notice to Seller as set forth below. The granting of the requests set forth in subparagraphs (a) through (e), by the Bankruptcy Court, shall be conditions precedent to closing of this sale unless Purchaser chooses to close despite the Bankruptcy Court's failure to grant some of the requests.

(a) That Seller shall be authorized to sell and Purchaser shall be authorized to purchase the Asset free and clear of all liens, claims and encumbrances under Bankruptcy Code § 363(f);

(b) That any and all interests the Liquidating Trust may have in any real or personal property of the Debtor, excluding the corporate shell of the Debtor, shall remain in the Liquidating Trust for further administration under the Confirmed Chapter 11 Plan of Liquidation;

(c) That there be a finding pursuant to Bankruptcy Code § 363(m) that the purchase of the Asset under this agreement is in good faith and that the Purchaser is a good faith purchaser entitled to the protections of Bankruptcy Code § 363(m);

(d) That upon closing, the existing officers and directors of the Debtor will be deemed removed from office;

(e) That upon closing:

(i) Purchaser shall be authorized to appoint a new board of directors of the Debtor;

(ii) the new board of directors shall be authorized to amend the Debtor's articles of incorporation to increase the number of the Debtor's authorized shares of common stock from 50,000,000 to 150,000,000 shares of common stock of the Debtor;

(iii) the new board of directors shall be authorized to implement a reverse split of issued and outstanding common stock in a ratio to be determined by the newly appointed board of directors; and

(iv) Purchaser and/or the newly appointed board of directors shall be authorized to cancel and extinguish all common share conversion rights of any kind, including without limitation, warrants, options, convertible bonds, other convertible debt instruments and convertible preferred stock.

10. Sale Subject to Higher and Better Offers. This sale and the transactions contemplated by this Agreement are subject to higher and better offers. That means that if another buyer is willing to purchase the Asset for consideration which the Seller believes in good faith represents a higher and better offer for the Asset, then the Seller may accept that higher and better offer. However, if the Seller receives a higher and better offer from a third party, the Seller will provide the Purchaser with an opportunity to submit an even higher offer. The Seller has or intends to publicize the sale of the Asset, and to provide other parties with access to information concerning the Asset, provided that any party provided access to information concerning the Asset shall have first executed an appropriate non-disclosure agreement. The Seller has requested or may request that the Bankruptcy Court approve its conduct of an auction sale of the Asset.

11. Closing. Subject to obtaining an order of the Bankruptcy Court as set forth in Article 5 hereof, the Closing shall take place at the offices of Cohn Kinghorn, P.C. no later than June 15, 2017.

(a) Deliveries by Seller. At the Closing, Seller shall provide Purchaser with a Bill of Sale, executed by the Seller, transferring the Asset to Purchaser. Seller shall further provide, at no cost to Seller, any additional instruments or documents to Purchaser as the Purchaser reasonably requires to carry out the purposes of this Agreement, including but not limited to the Form to Accompany Filing Ordered by Reorganization under Federal Law as required by the Nevada Secretary of State pursuant to N.R.S. 78.622.

(b) Deliveries by Purchaser. At the Closing, Purchaser shall pay cash consideration to Seller in the amount of \$25,000 (the "Closing Payment") to Seller in exchange for the transfer of the Asset. The Closing Payment shall be paid by means of a wire transfer or certified check delivered to Seller.

12. Expenses. Subject to the terms of this Agreement, each Party shall bear its own expenses with respect to the transactions contemplated by this Agreement.

13. Choice of Law. This agreement shall be governed by the Bankruptcy Code and the internal laws (and not the law of conflicts) of the State of Utah.

14. Consent to Jurisdiction. Any legal action or other proceeding for any purpose with respect to this Agreement shall be brought in the Bankruptcy Court. The Parties hereby submit to the exclusive jurisdiction of the Bankruptcy Court and waive any objection to the propriety or convenience of venue in the Bankruptcy Court.

15. Severability and Operation of Law. If any provision of this agreement is prohibited by the laws of Utah, Nevada or, for any reason, any other applicable jurisdiction, the agreement shall be deemed ineffective to the extent only of such provision and shall be deemed modified to conform with such laws, without invalidating the remaining provisions; and any such provision in any jurisdiction shall not invalidate such provision in any other jurisdiction.

16. Entire Agreement; Modification. This agreement embodies the entire agreement and understanding of the Parties and supersedes any prior agreements, arrangements and understandings related to the matters provided in this agreement. No modification, alteration, waiver, amendment, change or supplement to this agreement shall be binding or effective unless it is set forth in writing, signed by an authorized representative of each party.

17. Survival and Binding Agreement. The terms and conditions of this agreement shall survive the closing and shall inure to the benefit of and be binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

18. Notices. All notices, requests, demands, claims and other communication under this agreement must be in writing. Any such notice, request, demand, claim or other communication shall be deemed given if sent by personal delivery, overnight carrier or by facsimile transmission as follows:

(a) If to Seller:

Cohne Kinghorn, P.C.
George Hofmann
111 East Broadway, 11th Floor
Salt Lake City, Utah 84111
Phone: 801-363-4300

(b) If to Purchaser:

Dan Masters
1752 Castellana Road
La Jolla, CA 92037
Phone: 858-459-1133

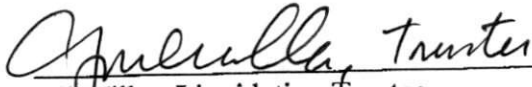
19. Counterparts. This agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute a fully executed agreement.

[SIGNATURE PAGE FOLLOWS]

Executed this 28th day of April, 2017

SELLER

PURCHASER



Gil Miller, Liquidating Trustee



Dan Masters

RIGHT TO SUBSCRIBE FOR SHARES

THIS RIGHT TO SUBSCRIBE FOR SHARES AGREEMENT ("Subscription Agreement") is made and entered into this _____, 2017, by and between Pacific WebWorks, Inc., a Nevada corporation (the "Company"), and Dan Masters, a resident of California or his assigns ("Masters"). The Company and Masters are jointly referred to hereafter as the "Parties".

Recitals

A. Pursuant to that certain "Contract for Sale and Purchase of Corporate Shell" dated _____, 2017, a copy of which is attached hereto as Exhibit A (the "Purchase Agreement"), Masters has acquired certain rights related to the Company from the Seller (as defined in the Purchase Agreement). Such rights includes the Subscription Right pursuant to Section 2 of the Purchase Agreement.

B. On _____, 2017, the Bankruptcy Court granted an Order approving the Purchase Agreement.

C. This Subscription Rights Agreement sets forth the grant of the Subscription Right by the Company to Masters.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Parties hereto hereby covenant and agree as follows:

1. Grant of Subscription Rights. The Company hereby grants to Masters, the right to subscribe for shares of the Company's \$0.001 par value common stock ("Company Shares") in such an amount that will result in Masters owning 96% of the issued and outstanding shares of the Company's common stock immediately following the exercise of this Subscription Right.

2. Subscription Exercise Right Price. In order to exercise the Subscription Right, Masters must pay the Company a purchase price of \$10,000.00 for the Company Shares in immediately available funds (the "Subscription Price").

3. Condition to Exercise the Subscription Right. Masters acknowledges that substantially all 50,000,000 shares of the Company's common stock authorized are currently issued and outstanding. In order for Masters to exercise the Subscription Right, the Company shall be required to (i) effect a reverse stock split of the currently issued and outstanding shares of the Company's common stock, (ii) increase the number of shares of common stock authorized, or (iii) effect some combination of reverse split or increased authorized capital. Masters and his affiliates have been appointed as members of the Company's Board of Directors and it shall be their responsibility to take such actions as may be necessary to enable Masters to exercise this Subscription Right. The Company makes no representations as to whether such actions can occur, how much such actions will cost, or what specific steps are necessary to accomplish such actions.

4. Exercise of Subscription Right.

(a) Right to Exercise. Subject to the fulfillment of the conditions set forth in Section 3 above, this Subscription Right shall be exercisable for a period of three years commencing on the date of this Agreement.

(b) Method of Exercise. This Subscription Right shall be exercisable by delivery of a written exercise notice (the "Exercise Notice") or in a manner and pursuant to such procedures as

the Company's Board of Directors may determine, which shall state the election to exercise the Subscription Right and such other representations and agreements as may be required by the Company. The Exercise Notice shall be accompanied by payment of the Subscription Price.

No Company Shares shall be issued pursuant to the exercise of the Subscription Right unless such issuance and such exercise comply with applicable laws.

5. Delinquent SEC Filings. Masters acknowledges that the Company is not current in its filings with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

6. Shell Company. As defined in Rule 405 and Rule 12b-2 of the Exchange Act, the Company is currently a "shell company" and the Company Shares to be issued to Masters upon the exercise of the Subscription right shall be deemed to be shares issued by a shell company under such Rules unless the Company's shell status changes prior to exercise.

7. Due Diligence. Masters is aware that the Company has no assets and no current operations. Masters is aware the Company has been a debtor in Chapter 11 Bankruptcy proceeding. Masters has conducted such investigation and due diligence as to the Company and an investment in the Company as he deems necessary and appropriate. Masters has relied upon his own accountants, attorneys and advisors as he deems appropriate to advise him in connection with the purchase of the Company Shares.

8. Risk Factors. Masters acknowledges that an investment in the Company is an extremely high risk investment and may result in the total loss of his investment. Masters acknowledges that he will be relying upon his own efforts to fund the Company and to attempt to cause the Company to initiate operations.

9. Entire Agreement. This Subscription Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties with respect thereto. No supplement, modification or amendment of this Subscription Agreement shall be binding unless executed in writing by all Parties. No waiver of any of the provisions of this Subscription Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing, by the party making the waiver.

10. Recitals and Exhibits. The recitals stated above and the exhibits attached to this Subscription Agreement shall be and hereby are incorporated in and an integral part of this Subscription Agreement by this reference.

11. Binding. This Subscription Agreement shall be binding upon, and shall inure to the benefit of the Parties to it and their respective successors and assigns. No assignment shall be effective until the non-assigning Party has received written notice thereof.

12. Severability. In the event that any provision of this Subscription Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Subscription Agreement.

13. Counterparts. This Subscription Agreement may be executed simultaneously by facsimile or pdf attachment to electronic mail, which in any such event shall be treated as an original binding on the Party so signing and so delivering a counterpart of this Subscription Agreement or amendment hereto in

one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

14. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Subscription Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

15. Further Assurances. The Parties will execute and deliver such further instruments and documents, and take such other further actions, as may be reasonably necessary to carry out the intent and provisions of this Subscription Agreement.

15. Governing Law. THIS SUBSCRIPTION AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA, WITHOUT REGARD TO THAT STATE'S CONFLICT OF LAWS PRINCIPLES.

IN WITNESS WHEREOF, the Parties have executed this Subscription Agreement as of the date first written above.

Company:

Pacific WebWorks, Inc.

By: _____

Dan Masters

EXHIBIT 2

(Proposed Order)

Prepared by:

George Hofmann (10005)

Jeffrey L. Trousdale (14814)

Cohne Kinghorn, P.C.

111 East Broadway, 11th Floor

Salt Lake City, UT 84111

(801) 363-4300

Attorneys for Gil Miller, Liquidating Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF UTAH, CENTRAL DIVISION**

In re

PACIFIC WEBWORKS, INC.,

Debtor.

Bankruptcy No. 16-21223 (WTT)

Chapter 11

ORDER APPROVING SALE OF SUBSCRIPTION RIGHT AND CORPORATE CONTROL

The matter before the Court is the Liquidating Trustee's Motion to Authorize the Sale of Subscription Right and Corporate Control (the "Motion") filed by Gil Miller (the Trustee), solely in his capacity as the liquidating trustee of the bankruptcy estate of Pacific WebWorks, Inc. (the "Debtor"). The Motion seeks entry of an order approving a sale pursuant to 11 U.S.C. § 363(b) and (f) of (1) of a right to subscribe for the Debtor's common stock shares in such an amount that upon the issuance of the newly issued shares, the purchaser will own 96% of the shares of the Debtor's common stock then

issued and outstanding; and (2) control of the Debtor's corporate structure, including the authority to appoint a new board of directors and amend the Debtor's Articles of Incorporation (collectively, the "Assets"). The Motion proposes a sale of the Assets free and clear of liens, claims, encumbrances, pledges, mortgages, security interests, charges, and options (collectively, "Encumbrances"), to Dan Masters ("Masters") for the price of \$25,000. A copy of the Sale Agreement (the "Agreement") setting forth the proposed terms of the sale is attached to the Motion as Exhibit A thereto.

The Court conducted a hearing on the Motion on May __, 2017. At the hearing, George Hofmann appeared on behalf of the Trustee and the Trustee also was present.

Having reviewed and considered the Motion, the notice of the Motion, and certificate of service filed in connection with the Motion, the presentation and arguments of counsel at the hearing, and other relevant matters of record in this case, the Court made findings and conclusions on the record at the hearing and **THE COURT MAKES**

THE FOLLOWING ADDITIONAL FINDINGS AND CONCLUSIONS:

- A. The Court has jurisdiction to hear and determine this matter.
- B. Notice of the Motion was adequate and proper, no further notice is required.
- C. The Agreement was proposed, negotiated, and entered into by the Debtor and Masters in good faith and from arms-length negotiating positions. Neither the Debtor nor Masters engaged in any conduct that would cause or permit the Agreement to be avoided under 11 U.S.C. § 363(n). Masters is a good-faith purchaser,

including for purposes of 11 U.S.C. § 363(m), and as such he is entitled to all the protections afforded by § 363(m).

D. The \$25,000 purchase price to be paid by Masters for the Assets (i) is fair and reasonable, (ii) is the highest and best offer the Trustee received for the Assets, (iii) will provide a greater recovery for the Debtor's interest-holders than would any other practical alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and applicable nonbankruptcy law.

E. The transfer of the Assets to Masters by a bill of sale or any other required documents executed by the Trustee will be a legal, valid, and effective transfer of the Assets, and will vest Masters with all rights, title and interest of the Trustee and Debtor in and to the Assets free and clear of all Encumbrances.

F. The Trustee has (i) full power and authority to execute the Agreement and all other documents made concomitant therewith, and the sale of the Assets by the Trustee has been duly and validly authorized; and (ii) all of the power and authority necessary to consummate the transaction contemplated by the Agreement.

G. The Trustee has established good cause for granting the relief requested in the Motion, and approval of the Agreement is in furtherance of the Debtor corporation's reorganization as authorized by federal law.

H. The Trustee has established good cause for the Court to rule that the 14-day stay otherwise applicable to sale orders pursuant to Fed. R. Bank. P. 6004(h) shall not apply to this order.

ACCORDINGLY, BASED ON THE FINDINGS AND CONCLUSIONS MADE ON THE RECORD AT THE HEARING AND THOSE SET FORTH ABOVE, THE COURT HEREBY ORDERS AS FOLLOWS:

1. The Motion is GRANTED.
2. The proposed sale of the Assets to Masters free and clear of Encumbrances pursuant to 11 U.S.C. § 363(b) and (f) is APPROVED and AUTHORIZED.
3. All Encumbrances, if any, in the Assets prior to the sale shall attach to the proceeds of the sale upon closing with the same validity (if any) and same priority (if any) that such Encumbrances had with respect to the Assets prior to the closing.
4. Any and all interests the Liquidating Trust may have in any real or personal property of the Debtor, excluding the Assets, shall remain in the Liquidating Trust for further administration under the Confirmed Chapter 11 Plan of Liquidation.
5. The Agreement, including all of its material terms and conditions, is APPROVED and the Trustee and Masters are AUTHORIZED and DIRECTED to perform under and carry out the terms and provisions of the Agreement and to execute necessary or appropriate documents and take other necessary or appropriate actions in doing so.
6. Upon closing of the transaction contemplated in the Agreement, the existing officers and directors of the Debtor will be deemed removed from office.
7. Upon closing of the transaction contemplated in the Agreement:

(i) Masters shall be authorized to appoint a new board of Directors of the Debtor;

(ii) the new board of directors shall be authorized to amend the Debtor's articles of incorporation to increase the number of the Debtor's authorized shares of common stock from 50,000,000 to 150,000,000 shares of common stock of the Debtor;

(iii) the new board of directors shall be authorized to implement a reverse split of issued and outstanding common stock in a ratio to be determined by the newly appointed board of directors;

(iv) Masters and/or the newly appointed board of directors shall be authorized to cancel and extinguish all common share conversion rights of any kind, including without limitation, warrants, options, convertible bonds, other convertible debt instruments, and convertible preferred stock; and

(v) the Trustee may execute the Subscription Right.

8. Each and every federal, state, and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

9. This Order shall be effectively immediately upon entry; the 14-day stay otherwise applicable under Fed. R. Bankr. P. 6004(h) shall not apply to this Order.

-----END OF ORDER-----

DESIGNATION OF PARTIES TO BE SERVED

The undersigned hereby designates the following parties to be served with a copy of the foregoing **ORDER APPROVING SALE OF SUBSCRIPTION RIGHT AND CONTROL**:

By Electronic Service: I certify that the parties of record in this case as identified below are registered CM/ECF users and will be served notice of entry of the foregoing Order through the CF/ECF System:

- Brett N. Anderson bretta@blackburn-stoll.com
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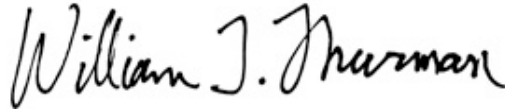
/s/ Jeffrey L. Trousdale

EXHIBIT 3

(In re Renewable Energy Order Approving Sale)

This order is **SIGNED**.

Dated: August 20, 2015



WILLIAM T. THURMAN
U.S. Bankruptcy Judge



tk

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

In re:

RENEWABLE ENERGY
DEVELOPMENT CORPORATION,

Debtor.

Bankruptcy No. 11-38145

Chapter 7

Hon. William Thurman

**ORDER APPROVING THE SALE OF THE CORPORATE SHELL OF RENEWABLE
ENERGY DEVELOPMENT CORPORATION FREE AND CLEAR OF LIENS, CLAIMS,
INTERESTS AND ENCUMBRANCES**

This matter having come before the Court on August 17, 2015 for hearing on the Trustee's Motion For Order Approving the Sale of the Corporate Shell of Renewable Energy Development Corporation, a Utah Corporation, Free and Clear of Liens, Claims, Interests and Encumbrances (the "Sale Motion"), pursuant to which Trustee seeks: (i) approval of the Contract for Sale and Purchase of Renewable Development Energy Corporation Corporate Shell (the

“Agreement”); and (ii) entry of an order authorizing Trustee to sell the corporate shell of Renewable Energy Development Corporation (the “Asset” or “RWEDQ”) pursuant to the Agreement. An objection was filed by Kimberly Ceruti. The Trustee was represented at the hearing by Reid W. Lambert; Kimberly Ceruti did not appear at the hearing. Based on the papers on file with the Court and the facts and arguments presented at the hearing, the Court

FOUND AND DETERMINED THAT:

A. The Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b) (2) (A) and (N). Venue of this cases and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Sale Motion are sections 105(a) and 363(b), (f) and (m) of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as amended (the “Bankruptcy Code”) and Fed. R. Bankr. P. 6004.

C. As evidenced by the certificates of service filed with the Court, (i) proper, timely, adequate and sufficient notice of the Sale Motion has been provided in accordance with 11 U.S.C. §§ 102(1), 363 and Fed. R. Bankr. P. 2002 and 6004, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Sale Motion is or shall be required.

D. Trustee has (i) full power and authority to execute the Agreement and all other documents made concomitant therewith, and the sale of the Asset by Trustee has been duly and

validly authorized; and (ii) all of the power and authority necessary to consummate the transaction contemplated by the Agreement.

E. Approval of the Agreement and consummation of the sale of the Asset at this time is in the best interests of the bankruptcy estate.

F. Trustee has demonstrated both (i) good, sufficient and sound business purpose and justification and (ii) compelling circumstances for the sale of the Asset pursuant to 11 U.S.C. §363(b).

G. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including, but not limited to, (i) the Office of the United States Trustee, (ii) counsel for the Purchaser, (iii) any creditors of the Debtor, and (iv) all other entities that have filed requests for notices pursuant to Bankruptcy Rule 2002.

H. The Agreement was negotiated, proposed and entered into by Trustee and the Purchaser without collusion, in good faith, and from arm's length bargaining positions.

I. The Purchaser is a good faith purchaser under 11 U.S.C. §363(m) and, as such, is entitled to all of the protections afforded thereby. The Purchaser will be acting in good faith within the meaning of 11 U.S.C. §363(m) in closing the transaction contemplated by the Agreement.

J. The consideration provided by the Purchaser for the Asset pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Asset, and (iii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code.

K. The transfer of the Asset to the Purchaser will be a legal, valid and effective transfer of the Asset, and will vest the Purchaser with all right, title and interest of RWED to the Asset free and clear of all liens, claims and encumbrances.

L. The only objection received by the Court was filed by Kimberly Ceruti, who is neither a creditor nor party in interest in the bankruptcy case and therefore lacks standing to object.

M. Kimberly Ceruti did not appear at the hearing and the Court therefore deems the objection withdrawn pursuant to Local Rule 9073-1 (j).

Based on the above findings and determinations and for the reasons stated on the record, the Court

NOW THEREFORE, ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The objection of Kimberly Ceruti is overruled and the Sale Motion is granted, as further described herein.
2. The Agreement and all of the terms and conditions thereof are hereby approved.
3. Pursuant to 11 U.S.C. § 363(b), Trustee is authorized and directed to consummate the Sale, pursuant to, in accordance with and subject to the terms and conditions of the Agreement.

4. Trustee is authorized to execute and deliver, and is empowered to perform under, consummate and implement, the Agreement, together with all additional instruments and documents that may be necessary to implement the Agreement, and to take all further actions as may be reasonably requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Asset.

5. Pursuant to 11 U.S.C. § 105(a) and 363(b) and (f), the Asset shall be transferred to the Purchaser as of the Closing Date. As of the Closing Date, the Asset shall be transferred to the Purchaser, pursuant to section 363(f) of the Bankruptcy Code, free and clear of all interests, claims (as defined in section 101(5) of the Bankruptcy Code), liens (as defined in section 101(37) of the Bankruptcy Code) and encumbrances.

6. The transfer of the Asset to the Purchaser pursuant to the Agreement constitutes a legal, valid and effective transfer of the Asset, and shall vest the Purchaser with all right, title and interest of RWED in and to the Asset free and clear of all claims of any kind or nature whatsoever.

7. Each and every federal, state, and local government agency and/or department is directed to accept and timely process any and all documents, instruments and permits necessary and appropriate to consummate the transactions contemplated in the Agreement and this Order.

8. The consideration provided by the Purchaser for the Asset under the Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code.

9. The consideration provided by the Purchaser for the Asset under the Agreement is fair and reasonable, and was not controlled by an agreement among potential bidders, and the sale is not avoidable under section 363(n) of the Bankruptcy Code.

10. This Order (a) shall be effective as a determination that, on the Closing Date, all Claims of any kind or nature whatsoever existing as to the Asset prior to the closing have been unconditionally released, discharged and terminated, and that the conveyance described herein has been effected, and (b) shall be binding upon and shall govern the acts of all entities in or to the Asset.

11. In accordance with the Agreement, and on the Closing Date:

- i) The existing Board of Directors of RWED is terminated; Purchaser is authorized to elect a new Board of Directors.
- ii) The Purchaser is authorized to retain a new stock transfer agent for RWED or in the event the existing transfer agent is still in business, to retain the existing transfer agent.
- iii) The Purchaser is permitted to amend the articles of incorporation of RWED to conform to the terms set forth in the Agreement and in this Order.
- iv) To the extent the same are in her possession and control, Trustee is authorized to deliver all of RWED's corporate books and records to Purchaser that are in her possession, if any, with the Purchaser bearing any

and all costs and fees required for the retrieval and conveyance of these items.

- v) That any transfer agent in the possession of the transfer records of RWED deliver any and all such records to the Purchaser.
- vi) That the Trustee may execute a stock power assigning, conveying or otherwise transferring the issued and outstanding common stock of RWED to the Purchaser or its respective assigns;
- vii) To the extent RWED has any issued and outstanding convertible preferred stock of RWED, Trustee is authorized to execute a valid stock power assigning, conveying and otherwise transferring all of the currently issued and outstanding convertible preferred stock of RWED to the Purchaser; and
- viii) To the extent RWED has any issued and outstanding options or warrants convertible into shares of the common stock of RWED, Trustee is authorized to execute a valid stock power assigning, conveying and otherwise transferring all of the currently issued and outstanding options or warrants of RWED to the Purchaser.

12. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

13. This Court retains jurisdiction to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents there under, and of the Agreement executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Asset to the Purchaser, (b) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, (c) interpret, implement, and enforce the provisions of this Order, and (d) protect the Purchaser against any claims with respect to the Asset.

14. The transaction contemplated by the Agreement is undertaken by the Purchaser in good faith, as that term is used in 11 U.S.C. § 363(m), and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Purchaser, unless such authorization is duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Asset, and is entitled to all of the protections afforded by 11 U.S.C. § 363(m).

15. The terms and provisions of the Agreement and this Order shall be binding in all respects upon and shall inure to the benefit of Trustee, the bankruptcy estate, and their creditors, the Purchaser, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting claims in the Asset.

16. The failure specifically to include any particular provisions of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety. To the extent any

provision of the Agreement is inconsistent with the terms of this Order, the terms of this Order shall govern.

17. The Agreement and any related agreement, documents or other instrument may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the bankruptcy estate.

18. The provisions of this Order are non-severable and mutually dependent.

19. The stay of orders authorizing the use, sale or lease of property as provided for in Fed. R. Bank. P. 6004(g) shall not apply to this Order, which is immediately effective and enforceable.

[END OF ORDER]

DESIGNATION OF PARTIES TO BE SERVED

The **ORDER APPROVING THE SALE OF THE CORPORATE SHELL OF RENEWABLE ENERGY DEVELOPMENT CORPORATION FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES** will be served to the parties as follows:

By Electronic Service: I certify that the following are registered CM/ECF users and will be served notice of the foregoing Order through the CM/ECF system:

- Bryan H. Booth bryan@mountainwestlaw.com, lisa@mountainwestlaw.com
- Kenneth L. Cannon kcannon@djplaw.com, khughes@djplaw.com
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- David R. Hague dhague@fabianlaw.com

- Michael R. Johnson mjohnson@rqn.com, docket@rqn.com;dburton@rqn.com
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- United States Trustee USTPRegion19.SK.ECF@usdoj.gov
- Mary Anne Q. Wood mawood@woodbalmforth.com, lhewitson@woodbalmforth.com
- Mary Anne Q. Wood mawood@woodbalmforth.com, lhewitson@woodbalmforth.com
- Stephen Q. Wood swood@woodbalmforth.com

By U.S. Mail: In addition to the parties of record receiving notice through the CM/ECF system, the following parties should be served under Fed. R. Civ. P. 5(b).

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Garda Nielson
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Lynn Kenneth Packer
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Scott Rasmussen
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James A. Tanner
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West Jordan, UT 84084

Lester O. Wildman
c/o William B. Turner
6752 S. Wildman Lane
Coeur D Alene, ID 7806

/s/ Kasey MacRae

CERTIFICATE OF SERVICE—BY NOTICE OF ELECTRONIC FILING (CM/ECF)

I certify that on August 19, 2015, I electronically filed the **ORDER APPROVING THE SALE OF THE CORPORATE SHELL OF RENEWABLE ENERGY DEVELOPMENT CORPORATION FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES** will be served to the parties as follows:

with the United States Bankruptcy Court for the District of Utah by using the CM/ECF system. I further certify that the parties of record in this case, as identified below, are registered CM/ECF users and will be served through the CM/ECF system:

- Bryan H. Booth bryan@mountainwestlaw.com, lisa@mountainwestlaw.com
- Kenneth L. Cannon kcannon@djplaw.com, khughes@djplaw.com
- Anthony M. Grover tgrover@wklawpc.com, kmacrae@wklawpc.com;ckirk@wklawpc.com
- David R. Hague dhague@fabianlaw.com
- Michael R. Johnson mjohnson@rqn.com, docket@rqn.com;dburton@rqn.com
- Penrod W. Keith pkeith@djplaw.com, khughes@djplaw.com
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- Reid Tateoka reidt@mbt-law.com
- United States Trustee USTPRegion19.SK.ECF@usdoj.gov
- Mary Anne Q. Wood mawood@woodbalmforth.com, lhewitson@woodbalmforth.com
- Mary Anne Q. Wood mawood@woodbalmforth.com, lhewitson@woodbalmforth.com
- Stephen Q. Wood swood@woodbalmforth.com

/s/ Kasey MacRae

CERTIFICATE OF SERVICE—MAIL, OTHER

I certify that on August 19, 2015, I served a copy of the **ORDER APPROVING THE SALE OF THE CORPORATE SHELL OF RENEWABLE ENERGY DEVELOPMENT CORPORATION FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES** will be served to the parties as follows:
as follows:

Mail Service—by regular first class United States mail, postage fully pre-paid, addressed to:

Clay Christiansen
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Diane Christiansen
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/s/ Kasey MacRae

Kasey MacRae