

**Exhibit R-3**

CAUSE NO. D-1-GN-21-007154

PAUL NG INVESTORS, LLC, PLAINTIFF	§	IN THE DISTRICT COURT
	§	
v.	§	OF TRAVIS COUNTY, TEXAS
	§	
NANO GLOBAL CORP., WCRST, LLC, AND STEVE PAPERMASTER, DEFENDANTS.	§	250TH JUDICIAL DISTRICT

**AGREED ORDER REQUIRING  
TURNOVER AND APPOINTMENT OF RECEIVER**

The Court considered Plaintiff's First Amended Petition seeking turnover based on a final judgment ("Judgment") against Defendants Nano Global Corp., WCRST, LLC and Steve Papermaster ("Defendants") that the United States District Court for the Western District of Texas, Austin Division, granted to Plaintiff on its breach of contract lawsuit styled *Paul NG Investors, LLC v. Nano Global Corp., WCRST, LLC and Steve Papermaster*, in Civil Action No. 1:20-cv-488-RP, on January 5, 2021. The Judgment mandates that:

- (a) Defendant Nano Global Corp. pay Paul NG Investors, LLC: FOUR MILLION SIX HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS and NINETY-TWO CENTS (\$4,634,684.92) and ONE MILLION FIVE HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED FIFTY-THREE DOLLARS and FORTY-TWO CENTS (\$1,532,253.42), with post-judgment interest and attorneys' fees and costs; and
- (b) Defendants Steve Papermaster and WCRST, LLC, pay Paul NG Investors, LLC: FOUR MILLION SIX HUNDRED SEVENTY-TWO THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS and NINETY-TWO CENTS (\$4,672,684.92), with post-judgment interest and attorneys' fees and costs.

The Judgment is valid, final, and remains unpaid. After considering the pleadings, evidence, and applicable law, the Court finds that the Defendants own non-exempt property that cannot readily be attached or levied upon by ordinary legal process. Accordingly, to assist Plaintiff in obtaining satisfaction of the Judgment,

**IT IS ORDERED:**

1. Receiver Appointed. Under Chapter 31 of the Texas Civil Practice and Remedies Code and the terms of this Agreed Order, Kell C. Mercer, whose business address is 901 S Mopac Expy, Bldg 1, Suite 300, Austin, Texas 78746, tel. 512-627-3512, [kell.mercer@mercerc-law-pc.com](mailto:kell.mercer@mercerc-law-pc.com), is appointed Receiver as to Defendants and the receivership estate created hereunder.

2. The Receiver is also appointed as receiver in the following styled and numbered proceedings pending in the district court of Travis County, Texas: (i) *Leap of Ruleset, LLC & Race the Cresting Curl, LLC v. Papermaster*, Cause No. D-1-GN-20-000440, filed in the 53rd District Court of Travis County; and (ii) *Leap of Ruleset, LLC & Race The Cresting Curl, LLC v. Nano Global Corp.*, Cause No. D-1-GN-21-002267, filed in the 419th District Court of Travis County (together with the above entitled cause, the “Receivership Proceedings”). The orders appointing Receiver are substantively identical in each of the Receivership Proceedings and creates a receivership estate comprised of the Defendants’ non-exempt assets. The Receiver shall administer the receivership estate of Defendants for the benefit of all judgment creditors in the Receivership Proceedings, and no distributions shall be made by the Receiver in any of the Receivership Proceedings except upon Receiver’s motion, notice by Receiver to all of the parties in each of the Receivership Proceedings, and entry of an order in each of the Receivership Proceedings approving any distribution.

3. Custodia Legis. The entry of this Order creates a receivership estate comprised of Defendants’ non-exempt property that the Receiver shall hold in *custodia legis* as of the date of this Order. The receivership estate owns and the Receiver may exercise all rights of ownership and control of Defendants’ non-exempt property, including, without limitation, for example: (1) cash and deposits; (2) all documents and records, including financial records related to all property that is in the Defendants’ actual or constructive possession or control; (3) all financial accounts of every type and nature, certificates of deposit, money-market accounts, accounts, accounts held by any third party; (4) contract rights; (5) intellectual property rights; (6) all securities, registered or unregistered; (7) all stocks, bonds, membership interests, partnership interests, limited or general; (8) all real property; (9) all personal property, tangible and intangible, of every type and nature; (10) all interests in each and every trust; (11) equipment, inventory, furniture, and fixtures; (12) goods; (13) vehicles, boats, and planes; (14) promissory notes; (15) bills of sale; (16) security agreements; and (17) all business journals, corporate accounts payable and receivables files, ledgers, membership agreements, shareholder agreements, bylaws, resolutions, meeting minutes; each and all regardless of whether Receiver takes actual possession of the property.

4. Turnover. Defendants shall turn over to the Receiver all non-exempt property and related records **within five days of this Order**. All third parties in possession of Defendants’ non-exempt property that is subject to Defendants’ control shall turn over such property to the Receiver **within five days of this Order**. Defendants’ turnover shall include the following documents for the past 48 months: (1) canceled checks; (2) bank statements, pass books and other bank or financial institution records; (3) federal income and state franchise tax returns; (4) life insurance policies; (5) all motor vehicle Certificates of Title; (6) stock certificates and bonds, membership certificates, membership agreements, stockholder agreements, voting agreements, corporate books, resolutions, bylaws, certificates, and partnership agreements; (7) promissory notes; (8) bills of sale; (9) real property deeds and deeds of trust (regardless of date); (10) business journals, ledgers, accounts payable and receivable files; (11) pledges, security agreements and copies of financial statements; (12) state sales tax reports; (13) any other record or document evidencing any ownership to real or personal property or to any debt owed or money had (regardless of date); (14) trust documents for which Defendant is a settlor, trustee, or beneficiary; (15) all personal property returns filed with any taxing authority, including but not limited to any central appraisal district or tax assessor/collector; (16) all documents listing or summarizing property owned by Defendants; and (17) credit applications and other documents stating debtors’ financial condition.

5. Continuing Effect of Order. Defendants and others holding Defendants' non-exempt property shall continue to immediately turn over to the Receiver such property when received, until all amounts due under the Judgment and this Order are paid in full.

6. Receiver's Powers. Receiver has the authority to take possession and control of Defendants' non-exempt property, exercise Defendants' rights over it, administer and sell it, and pay the proceeds to Plaintiff Paul NG Investors, LLC, to the extent required to satisfy the Judgment. Receiver's powers include the following, although he has no requirement to necessarily exercise such powers: (1) collecting Defendants' accounts receivable; (2) changing locks to the premises at which any property is situated; (3) endorsing and cashing all checks and negotiable instruments payable to Defendants, except paychecks for current wages; (4) opening all mail directed to the Defendants; (5) hiring a real estate broker to sell any real property and mineral interest belonging to the Defendants; (6) hiring any person or company to move and store the property of Defendants; (7) insuring any property belonging to the Defendants; (8) obtaining from any financial institution, bank, credit union, or savings and loan any financial records belonging to or pertaining to the Defendants; (9) obtaining Defendants' local, state and federal tax records; (10) obtaining from any landlord, building owner or building manager where the Defendants or the Defendants' business are a tenant copies of the Defendants' lease, lease application, credit application, payment history and copies of Defendants' checks for rent or other payments; (11) hiring any person or company necessary to accomplish any right or power under this Order, including professionals; (12) taking all action necessary to gain access to all storage facilities, safety-deposit boxes, real property, and leased premises where Defendants' property may be situated, and to review and obtain copies of all documents related to same; (13) obtaining all records of ownership of real properties, personal properties or motor vehicles of Defendants in the possession of any County Tax Assessor/Collector or Central Appraisal District, including any records of payments made or correspondence; (14) obtaining all records pertaining to Defendants from any provider of utilities, telephone service, cell phone service; obtaining credit reports on the Defendants from any Consumer Reporting Agency as defined by Fair Credit Report Act pursuant to 16 U.S.C. § 1681B(a)(1); (15) exercising control over Defendants' website and direct the administrator or web server to allow the Receiver full access to the management of the website; (16) obtaining from any creditor of Defendants (including mortgage companies) copies of the Defendants' credit application, payment history and copies of Defendants' checks for payments; and (17) obtaining from any person or entity that compensates Defendants, including commissions, an itemization of all such compensation for the past 12 months from the date of request and as well as any compensation anticipated in the forthcoming six month period from the date of request.

7. Duty of Members, Managers, Officers, Directors, and Trustees. Each member, manager, officer, director, and trustee of any entity in which Defendants own or hold an interest shall fully cooperate with the Receiver and provide the property and documents ordered in their possession, custody, or control.

8. Duties of Law Enforcement. Any Sheriff, Constable or Officer of the Peace shall assist the Receiver in carrying out his duties and exercising his powers under this Order and prevent any person from interfering with the Receiver in taking control and possession of Defendants' non-exempt property.

9. Sales of Real Property Require Notice. Any sale of property by the Receiver requires the approval of this Court, after notice and opportunity for hearing being provided to Defendants and any lien holder on such real property.

10. Receiver's Bond and Oath. A bond in the amount of \$500 is required of the Receiver. Receiver shall take the oath of his office and shall file written proof of the same with the Court.


11. Receiver's Fee. Subject to the final review and approval of the Court for reasonableness after notice and hearing, the Receiver shall be entitled to a receiver's fee in an aggregate amount equal to 25% of all proceeds of the receivership estates of the Receivership Proceedings coming into his possession, plus the actual, reasonable, necessary, out-of-pocket fees, costs, and expenses of the receivership estate, including, without limitation, the reasonable and necessary fees, costs, and expenses of professionals retained by the Receiver; for avoidance of all doubt, the fee of the Receiver is not increased in percentage by the joint administration among the Receivership Proceedings. The percentage calculation is based upon actual receipts and not by the number of pending Receivership Proceedings. The Receiver shall pay Plaintiff the remaining proceeds coming into his possession, either as such proceeds come into the Receivership, or periodically, as the Receiver may deem appropriate. The Court finds an amount not exceeding 25% of all proceeds credited toward the Judgment is a customary and usual fee for a post-judgment turnover receiver. The Receiver's fees shall be finally determined, after notice and hearing, by the Court. The Receiver's fee must be approved in all Receivership Proceedings. The Receiver's fees and expenses are taxed as costs against the Defendants, and as costs, such fees, costs, and expenses are in addition to amounts owed under the Judgment in this case. Receiver shall pay Plaintiff's attorneys as trustee for the Plaintiff the remaining proceeds coming into his possession.

12. Bankruptcy Filing. The Receiver is granted the sole and exclusive right to file a voluntary petition for relief under Title 11 of the United States Code ("Bankruptcy Code") for Defendants Nano Global Corp. and WCRST, LLC. Upon entry of this Order, no officer or director of Defendants Nano Global Corp. and WCRST, LLC shall be authorized to take any action to commence a voluntary petition under the Bankruptcy Code on behalf of Defendants Nano Global Corp. and WCRST, LLC without the express written permission of the Receiver. If the Receiver authorizes or commences a chapter 11 bankruptcy case on behalf of Defendant Nano Global Corp. or WCRST, LLC, the Receiver is authorized to manage and direct the acts of that Defendant as a debtor-in-possession. In such a situation, the Receiver shall have all of the powers and duties as provided to a debtor-in-possession on behalf of that Defendant under the Bankruptcy Code to the exclusion of any other person or entity.

13. Exempt Property. Nothing in this Order shall be construed to apply to Defendants' exempt property, if any.

14. Final Order. This Order is final and appealable, and immediately enforceable by its terms.

SIGNED and ORDERED on this 2nd day of March, 2022.

  
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PRESIDING JUDGE  
KARIN CRUMP  
250th DISTRICT COURT

Agreed as to Form, Substance and Entry:

SQUIRE PATTON BOGGS (US) LLP

By: See following page.

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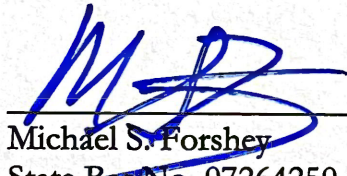
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