

# EXHIBIT D

**TERMS AND CONDITIONS OF AUCTION SALE  
OF PEREGRINE FINANCIAL GROUP, INC. CLAIM**

These terms and conditions of sale (“**Terms of Sale**”) are being promulgated in connection with the auction sale (“**Auction Sale**”) by R.J. Zayed (“**Receiver**”), as receiver of the estates of Trevor Cook, et al. (“**Estates**”) in actions pending before the United States District Court for the District of Minnesota (“**District Court**”). The Estates wish to sell their allowed claim (claim number 11615) (“**Allowed PFG Claim**”) in the chapter 7 case of Peregrine Financial Group, Inc. d/b/a PFG Best [12-27488] (“**PFG Bankruptcy**”) pending before the United States Bankruptcy Court for the Northern District of Illinois (Eastern Division) (“**PFG Court**”).

1. **Auction Sale, Date and Location.** The Auction Sale is being conducted pursuant to title 28 of the United States Code, sections 2001-2004, and pending approval by the District Court. The live auction shall be held on September 16, 2014 at 1:00 p.m. at the offices of Receiver’s counsel Reid Collins & Tsai LLP (“**Receiver’s Counsel**”) at One Penn Plaza, 49<sup>th</sup> Floor, New York, NY 10119.
2. **Stalking Horse Agreement.** The Receiver has entered into a stalking horse agreement (“**Stalking Horse Agreement**”) with Tangerine Funding, LLC (“**Stalking Horse Bidder**”) to sell the Allowed PFG Claim. The critical terms of the Stalking Horse Agreement are as follows:
  - a. The opening bid for the Allowed PFG Claim is \$1,355,000.00 payable in cash at the Closing (defined below) (“**Opening Bid**”).
  - b. Any reference to a bid or bidder herein may be made up of a group of affiliated bidders, provided however, that if such affiliated bidders wish to aggregate their bids, they must appoint a single representative who has authority to bid on behalf of the affiliated bidders and who has the authority to cause the affiliated bidders to be held jointly and severally liable for the total amount of such bid.
  - c. At the live auction, described in section 1 above, the initial overbid (“**Initial Overbid**”) for the Allowed PFG Claim at the Auction Sale must be at least \$25,000.00 above the Opening Bid. Subsequent overbids for the Allowed PFG Claim at the Auction Sale must be at least \$25,000.00 above the Initial Overbid or as otherwise determined by the Receiver (“**Subsequent Overbid**”). (Further terms described below).
  - d. After the conclusion of the live auction and after the Receiver determines the highest and/or best bid in his sole judgment and discretion from this phase of the auction (the “**Highest Offer**”), then, the Stalking Horse Bidder, assuming that it did not submit the Highest Offer, shall have a topping option (“**Topping Option**”) in the amount of \$50,000.00 more than the amount of the Highest Offer. Such Topping Option must be exercised by the close of business on September 16, 2014 or such other day as the live auction occurs.

- e. In the event that the Allowed PFG Claim is sold to a Competing Bidder (defined below), the Stalking Horse Bidder shall not receive a break-up fee, nor shall the Stalking Horse Bidder receive any reimbursement for any costs or fees (including but not limited to legal fees and costs). (See Stalking Horse Agreement, attached hereto as Exhibit A, for further details).
3. Marketing Efforts. In an effort to obtain the greatest value for the Receiver and the Estates, the Receiver shall market the Allowed PFG Claim for fourteen (14) days (the “**Marketing Period**”) from the approval of the Receiver’s Motion Seeking the Entry of an Order Authorizing the Receiver to Sell the Estates’ Claim in the Peregrine Financial Group, Inc. Bankruptcy Case at an Auction to the Bidder With the Highest and Best Offer (the “**Auction Motion**”). During the Marketing Period, the Receiver’s marketing efforts shall consist of, among other things:
    - a. Posting notice of the Auction Sale and Terms of Sale on the Receiver’s website, <http://www.cookkileyreceiver.com>;
    - b. Advertising the Auction Sale one day a week for two weeks by notice in the Star Tribune, a local Minneapolis paper, pursuant to 28 U.S.C. §§ 2001-2004, and one time in PRNewswire;
    - c. Contacting any and all parties that have expressed interest in purchasing the Allowed PFG Claim; and
    - d. Contacting, by email, certain parties believed to be engaged in the claims trading industry.
  4. Auction Sale Bid Procedures.
    - a. Qualifying to Bid: In order to qualify as a competing bidder (“**Competing Bidder**”) and be permitted to bid on the Allowed PFG Claim at the Auction Sale, a prospective Competing Bidder must agree to and execute these Terms of Sale, and (i) deliver an executed copy to the Receiver’s Counsel at Reid Collins & Tsai LLP, Attn: Anne M. Bahr, One Penn Plaza, 49<sup>th</sup> Floor, New York, New York 10119 to be received no later than September 15, 2014 at 11:00 a.m. and be qualified by the Receiver in his sole discretion, or (ii) be otherwise qualified by the Receiver in his sole discretion.
    - b. Auction Rule Increments: The Receiver shall conduct a live auction at the time and place indicated in section 1. The Auction Sale shall begin with the making of an Initial Overbid by a Competing Bidder. Thereafter, all Subsequent Overbids shall be made by any Competing Bidder or the Stalking Horse Bidder. If the Stalking Horse Bidder does not submit the Highest Offer, the Stalking Horse Bidder shall elect whether or not to exercise the Topping Option in accordance with section 2(d) above.
    - c. Form of Bid: All Competing Bidders and the Stalking Horse Bidder shall be permitted to bid by agent or telephonically at the Auction Sale, subject to determination by the Receiver. Each reference to a bid in these Terms shall be interpreted to mean, if

applicable, the aggregate of the bids of affiliated bidders, and the rights and obligations of the Stalking Horse Bidder, each Competing Bidder, and the Successful Bidder shall be interpreted to mean the rights and obligations of such affiliated bidders, if applicable, on a joint and several basis.

- d. Selection of Successful Bidder: At the conclusion of the Auction Sale, and after time for consideration, the Receiver will select the best bid ("**Best Bid**") in his sole judgment and discretion made by either a Competing Bidder or the Stalking Horse Bidder (the "**Successful Bidder**"). The Receiver shall also identify the Second Highest Bidder and the Third Highest Bidder at the Auction Sale (both terms defined in section 7 below). The Receiver's selection of the Best Bid shall conclude the Auction Sale. By close of business the day after the Auction, the Successful Bidder shall (i) execute a Memorandum of Bid, attached hereto as Exhibit B, and submit it to Receiver's Counsel at Reid Collins & Tsai LLP, Attn: Anne M. Bahr One Penn Plaza, 49<sup>th</sup> Floor, New York, New York 10119, and (ii) deposit 10% ("**Deposit**") of the amount of the Best Bid ("**Purchase Price**") by bank check or wire transfer to the account of the Receiver, pursuant to the instructions delivered by the Receiver, to be held until the Closing and applied at that time to the purchase price. The purchase price of the Allowed PFG Claim obtained at the Auction Sale shall not be adjusted for additional expenses or otherwise.
5. Closing Date and Location. Subject to Section 6 below, the closing of the transaction contemplated by these Terms of Sale (the "**Closing**") shall take place at the offices of Receiver's Counsel, Reid Collins & Tsai LLP, One Penn Plaza, 49<sup>th</sup> Floor, New York, New York 10119 or remotely, at the Receiver's option, commencing at 11:00 a.m. (EST) on a date to be determined, but in no event later than ten (10) days after the Sale Order (as defined below) is a final, non-appealable order or such other date as may be mutually agreeable to the Receiver and the Successful Bidder (the "**Closing Date**"), TIME BEING OF THE ESSENCE as to the Successful Bidder, although the Closing Date may be extended solely by the Receiver with the consent of the Successful Bidder, not to be unreasonably withheld.
  6. Duties and Responsibilities at Closing. At the Closing:
    - a. the Receiver will deliver to the Successful Bidder: (i) an executed Transfer of Claim, attached hereto as Exhibit C (including an executed copy of the Evidence of Transfer of Claim attached thereto as Exhibit A ("**Evidence of Transfer of Claim**")), which shall transfer, assign, convey, and deliver to the Successful Bidder, all of the Receiver and the Estates' right, title, and interest in and to the Allowed PFG Claim, (ii) a copy of the order from the PFG Court approving the Stipulation (defined below), (iii) a copy of the order from the District Court authorizing the Auction Sale, and (iv) such other documents as the parties may deem necessary; and
    - b. subject to section 7 below, the Successful Bidder agrees to (i) deliver to the Receiver the entire Purchase Price by only a bank check, or wire transfer, made payable to "R.J. Zayed as Receiver for Trevor Cook et al." less the Deposit, which has already been delivered to the Receiver, and any Distributions In Trust (as hereinafter defined), (ii) execute such

documents as necessary to satisfy all of these Terms of Sale and the Sale Order (as defined below), and (iii) authorize the release of the Deposit and any Distributions In Trust at the time of the Closing to the Receiver.

- c. When all actions described in this section and section 7 have been completed, the transaction will be deemed closed (“**Close**” or “**Closed**”).
7. Conditions to Successful Bidder’s Obligations. The obligations of Successful Bidder to purchase the Allowed PFG Claim and to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived (in whole or in part) by Successful Bidder:
- a. a final, non-appealable Sale Order (as defined below) authorizing the sale of the Allowed PFG Claim shall have been entered by the District Court;
  - b. there shall not be any judgment, decree, injunction, order or ruling in effect which prevents the consummation of the transactions contemplated by these Terms of Sale;
  - c. the Receiver shall have performed in all material respects all agreements and covenants required hereby to be performed by the Receiver on or prior to the Closing Date, and the representations and warranties of the Receiver in section 14 shall be true and correct in all material respects as of the Closing Date, unless such representation or warranty expressly specifies a particular date, and shall be incorporated by reference into the Transfer of Allowed Claim attached hereto as Exhibit C;
  - d. the Receiver shall have executed and delivered to Successful Bidder all of the documents provided for in section 6(a); and
  - e. on or prior to the Closing Date, the Receiver shall have delivered to Successful Bidder a certificate from the Receiver, dated as of the Closing Date, stating that the conditions specified in section 7(b) have been satisfied, attached hereto as Exhibit D.

In the event that the foregoing conditions are satisfied and the Successful Bidder fails to comply with these Terms of Sale for any reason whatsoever, including failure to tender the entire Purchase Price (less the Deposit) at the Closing, the Successful Bidder shall forfeit (a) the Deposit to the Estates, and (b) the right to obtain the Allowed PFG Claim. The Receiver, at his sole option, shall thereafter be authorized to sell the Allowed PFG Claim to the Competing Bidder (or, if appropriate, the Stalking Horse Bidder) with the second highest or best bid from the Auction Sale (the “**Second Highest Bidder**”), without any further notice, and without giving the Second Highest Bidder credit for the Deposit forfeited by the Successful Bidder, and upon such other terms and conditions as the Receiver deems appropriate. The election to Close the sale of the Allowed PFG Claim with the Second Highest Bidder shall be communicated with a short and simple correspondence sent by the Receiver to the Second Highest Bidder expressing the Receiver’s desire to Close the sale of the Allowed PFG Claim with the Second Highest Bidder together with a request that the Second Highest Bidder execute the letter and confirm the Second Highest Bidder’s desire to Close the sale of the Allowed PFG Claim. Should the Second Highest

Bidder fail to Close on the Allowed PFG Claim, within such time as the parties may agree but not to exceed twenty (20) days after notice from the Receiver to the Second Highest Bidder of its obligations to Close, the Receiver shall be authorized to sell the Allowed PFG Claim to the next highest or best bidder at the Auction Sale (“**Third Highest Bidder**”), without the necessity of any further notice. The election to Close the sale of the Allowed PFG Claim with the Third Highest Bidder shall be communicated with a short and simple correspondence sent by the Receiver to the Third Highest Bidder expressing the Receiver’s desire to Close the sale of the Allowed PFG Claim with the Third Highest Bidder together with a request that the Third Highest Bidder execute the letter and confirm the Third Highest Bidder’s desire to Close the sale of the Allowed PFG Claim. All bidders who execute a copy of these Terms of Sale shall be bound to all terms and conditions contained herein, whether they are the Successful Bidder, until such time as the transaction selling the Allowed PFG Claim is Closed.

If the Successful Bidder satisfies these Terms and Conditions, Closes on the transaction contemplated herein, and files Evidence of Transfer of Claim, in accordance with Federal Rule of Bankruptcy Procedure 3001 (e)(1) & (2), in the PFG Bankruptcy within two (2) business days of Closing on the transaction contemplated herein, the Receiver shall hold the Purchase Price tendered by the Successful Bidder in escrow for 21 days from the date the Successful Bidder files the Evidence of Transfer of Claim. Should the PFG Court fail to honor the Evidence of Transfer of Claim filed by the Successful Bidder and not substitute the Successful Bidder for the Receiver as holder of the Allowed PFG Claim, the transaction contemplated herein shall be treated as if the Receiver had failed to Close and the Purchase Price shall be returned to the Successful Bidder.

8. Bidder’s Fees and Expenses. Expenses incurred by the Successful Bidder, or any Competing Bidder concerning any due diligence, shall be the sole responsibility of such bidder, and under no circumstances shall the Receiver, the Receiver’s retained professionals (including Receiver’s Counsel), or the Estates be responsible for, or pay, such expenses.
9. Receiver’s Post-Auction Sale Procedures. Prior to the Closing, the Receiver shall submit to the District Court a motion seeking approval of the sale of the Allowed PFG Claim (“**Sale Motion**”), which shall include, but not be limited to:
  - a. a report of sale;
  - b. a declaration or affidavit describing in detail (i) the marketing efforts undertaken by the Receiver for the Auction Sale, (ii) the bids received at the Auction Sale, and (iii) the identity and amount bid by the Successful Bidder at the Auction Sale; and
  - c. a proposed order approving the sale of the Allowed PFG Claim, free and clear of any and all liens, claims, security interests, participations, or encumbrances of any kind, to the person or entity deemed to have been the Successful Bidder at the Auction Sale (the “**Sale Order**”).
10. Sale is Final. The purchase by the Successful Bidder of the Allowed PFG Claim constitutes a purchase in good faith for fair value.

11. Bidders Independent Due Diligence. Except as set forth herein or in the Transfer of Claim between the Receiver and the Successful Bidder, the Allowed PFG Claim is being sold “AS IS” “WHERE IS”, “WITH ALL FAULTS”, without any representations, covenants, guarantees or warranties of any kind or nature whatsoever, except that, in accordance with the Sale Order, the sale of the Allowed PFG Claim is free and clear of all liens, claims and encumbrances. . By delivering their respective Initial Overbids or Subsequent Overbids, all bidders acknowledge that they have had the opportunity to review the Stipulation (defined below), and the form of Transfer of Claim that the Receiver will execute to convey the Allowed PFG Claim, and will rely solely thereon and on their own independent due diligence of the Allowed PFG Claim. Neither the Receiver, the Receiver’s retained professionals (including Receiver’s Counsel), nor the Estates make any representations or warranties with respect to the ultimate value of the Allowed PFG Claim. All bidders acknowledge that they have conducted their own due diligence in connection with the Allowed PFG Claim, and, except as expressly provided herein, are not relying on any information provided by the Receiver, the Receiver’s retained professionals (including Receiver’s Counsel), or the Estates.
12. No Informal Representations By Receiver. Each bidder hereby expressly agrees and acknowledges that, except as expressly provided herein, neither the Receiver, his retained professionals (including Receiver’s Counsel), nor the Estates have made any representations or warranties, nor is such bidder relying on any statements or information provided by the Receiver, his retained professionals (including Receiver’s Counsel), or the Estates including, but not limited to any representations, warranties, statements or information as to:
- a. the current or future market value of the Allowed PFG Claim;
  - b. the availability of any financing for the purchase of the Allowed PFG Claim; and/or
  - c. the amount or value of any future distributions made by the estate of Peregrine Financial Group, Inc. d/b/a PFG Best on account of the Allowed PFG Claim.

The Receiver is not liable, nor is he bound, in any manner by warranties, guaranties, promises, statements, representations or information pertaining to the Allowed PFG Claim, made or furnished by the Receiver, Receiver’s Counsel, or any agent, employee, servant or other person or professional representing or purporting to represent the Receiver unless explicitly set forth herein.

13. Representations of the Stalking Horse Bidder and Competing Bidders. Each bidder represents and warrants, as of the date of the Auction Sale, that: (i) it has full power and authority and has taken all actions necessary to execute and deliver these Terms of Sale and to fulfill its obligations hereunder and to consummate the transaction contemplated hereby; (ii) the making and performance of this agreement does not and will not violate any law or regulation under the jurisdiction which it exists, any other law applicable to it or any other agreement to which it is a party or by which it is bound; and (iii) these Terms of Sale have been duly and validly authorized, executed and delivered by it and is legal, valid, binding, and enforceable against it in accordance with its terms.

14. Receiver's Representations and Warranties. The Receiver represents and warrants that:

- a. A Stipulation was entered into by and between the Receiver and the Trustee Ira Bodenstein ("**PFG Bankruptcy Trustee**") of Peregrine Financial Group, Inc. d/b/a PFG Best in the chapter 7 proceedings currently pending in the U.S. Bankruptcy Court for the Northern District of Illinois (Eastern Division), Case No. 12-27488, and approved by that Court, granting the Allowed PFG Claim to the Receiver as a nonpriority, general unsecured claim in the PFG Bankruptcy in the amount of \$10,000,000.00 ("**Stipulation**"). As provided in the Stipulation, the Allowed PFG Claim is "fully assignable and transferable" in accordance with the title 11 of the United States Code ("**Bankruptcy Code**") and the Federal Rules of Bankruptcy Procedure. The Receiver has not breached any of its obligations under the Stipulation and to the best of the Receiver's knowledge, the PFG Bankruptcy Trustee has not breached any of its obligations under the Stipulation.
- b. In accordance with the Stipulation, the Allowed PFG Claim is a valid, undisputed, liquidated, non-contingent, general, allowed, unsecured nonpriority claim in the PFG Bankruptcy in an amount not less than \$10,000,000.00. No payment or distribution has been received by or on behalf of the Receiver in full or partial satisfaction of the Allowed PFG Claim. The Receiver has not previously sold, assigned, or pledged the Allowed PFG Claim, in whole or in part, to any party. The Receiver owns and has good and marketable title to the Allowed PFG Claim, and in accordance with the Sale Order, sells the Allowed PFG Claim free and clear of any and all liens, claims, security interests, participations, or encumbrances of any kind.
- c. In accordance with the Stipulation, the Allowed PFG Claim is "not subject to any objection, counterclaim, cross-claim, defenses, claims, reduction, recoupment, impairment, set-off, avoidance, disallowance or subordination, including but not limited to any contained in section 502(d), 502(j), or 510 of the Bankruptcy Code, or any other challenge, nor are any distributions to be made in respect of the Allowed PFG Claim subject to any of the foregoing," and the Receiver has not received any notice that the Allowed PFG Claim is void, voidable, or subject to any impairment.
- d. Neither the Receiver, his retained professionals (including Receiver's Counsel), nor the Estates, have engaged in any acts, conduct or omissions, that could result in the Successful Bidder receiving in respect of the Allowed PFG Claim less payments or distributions, or less favorable treatment than other valid, undisputed, liquidated, noncontingent, general, unsecured claims in the PFG Bankruptcy.
- e. The Receiver has no obligation or liability related to or in connection with the Allowed PFG Claim and has not effected and will not affect any netting, set-off, recoupment or other recovery of all or any portion of the Allowed PFG Claim against any claim or obligation owed in the PFG Bankruptcy.



15. Acknowledgment of Excluded Information. The Receiver acknowledges that any bidder may have information (the “**Excluded Information**”) regarding the Allowed PFG Claim or the PFG Bankruptcy that is not known to the Receiver and that may be material to a decision to buy or sell Allowed PFG Claim. The Receiver waives any claims it may have against any bidder or other related party whether under applicable securities laws or otherwise, with respect to the nondisclosure of the Excluded Information, provided however, that the bidder’s Excluded Information shall not and does not affect the truth or accuracy of such bidder’s representations or warranties in these Terms of Sale and corresponding affidavit of financial wherewithal to be submitted with any Initial Overbid and Subsequent Overbid, and provided further, that nothing herein shall excuse the Receiver from providing to the bidder true and correct copies of all agreements, notices, statements, confirmations, and documents that create, give rise to, or otherwise affect the Allowed PFG Claim.
  
16. Distributions to Receiver to be Held in Trust, Distributions to Seller Held in Trust. If prior to or on the Closing Date the Seller receives a cash distribution on account of the Allowed PFG Claim, (the “**Distributions in Trust**”), such distribution shall be held in a trust and constitute property of the Buyer to which the Buyer has an absolute right. If the Seller receives such Distributions in Trust prior to or on the Closing Date (as defined in the Terms of Sale), the amount of Distributions in Trust shall be netted against the Purchaser Price payable by Buyer, and from and after Closing, the Seller may retain for its own benefit such Distributions in Trust. If the Seller receives any Distributions in Trust for a period of thirty (30) days following the Closing Date, to the extent the Receiver has actual knowledge of receipt of any such Distributions in Trust, (“**Post-Closing Distributions in Trust**”), the Seller shall tender the Post-Closing Distributions in Trust, if any, to the Buyer promptly after receipt thereof. The Seller acknowledges and agrees that any and all Distributions in Trust, whenever paid, are the sole property of the Buyer, and the Seller agrees to reasonably cooperate with and assist the Buyer (at Buyer’s sole cost, including but not limited to any attorneys’ fees and costs that the Seller may incur in providing such reasonable cooperation and assistance) in the Buyer obtaining such Distributions in Trust. The Seller shall execute all documents necessary to tender the Post-Closing Distributions in Trust to Buyer. This obligation shall cease thirty (30) days following the Closing Date.
  
17. Fees of the Receiver and Professionals. None of the Receiver, his retained professionals (including Receiver’s Counsel), or the Estates is liable or responsible for the payment of fees of any broker or other agent. The only commissions that the Estates may be liable for are those of the Receiver, which remain subject to District Court approval.
  
18. Modification of Terms of Sale. Nothing contained in these Terms of Sale are intended to supersede or alter any provisions of sections 2001-2004 of title 28 of the United States Code or the Bankruptcy Code, or otherwise interfere with the jurisdiction of the District Court or the PFG Court.
  
19. Enforceability of Terms of Sale. By submitting their Initial Overbids and Subsequent Overbids, all bidders acknowledge that they have read all of the terms and conditions contained herein, and have agreed to be bound by the same. Moreover, all bidders who execute these Terms of Sale warrant and represent that they have the full power and authority to execute and deliver these

Terms of Sale and to perform the obligations hereunder. These Terms of Sale constitute a valid and legally binding obligation of the bidder who executes them, and is enforceable upon such bidder in accordance with these Terms of Sale.

20. Enforceability of Assignment of Rights. These Terms of Sale shall be binding upon, and inure to the benefit of the parties hereto, and their respective successors, designees and/or permitted assigns. No bidder may assign either these Terms of Sale or any of the rights, interests or liabilities hereunder without the prior written approval of the Receiver; provided, however, that nothing herein shall prevent the Successful Bidder from transferring or assigning the Allowed PFG Claim following the Closing Date.
21. Costs and Expenses. All bidders who submit Initial Overbids and Subsequent Overbids will bear their own costs and expenses (including legal fees and expenses) incurred in connection with these Terms of Sale and the transaction contemplated herein. The Receiver will bear his own costs and expenses (including legal fees and expenses) incurred in connection with these Terms of Sale and the transaction contemplated herein.
22. Incorporation by Reference. These Terms of Sale will be specifically incorporated by reference into the record at the Auction Sale. All Exhibits attached hereto are incorporated herein and made a part hereof by reference.
23. Withdrawal of Allowed PFG Claim. The Receiver reserves his right to withdraw the Allowed PFG Claim from the Auction Sale prior to the Auction Sale, for any reason whatsoever, as he deems necessary or appropriate.
24. Confirmation of Auction Sale. The Auction Sale of the Allowed PFG Claim is subject to confirmation by the Receiver, and approval of the District Court pursuant to the terms in section 9.
25. Jurisdiction and Choice of Law. The District Court shall determine any disputes concerning the Auction Sale of the Allowed PFG Claim. By participating in the Auction Sale, all bidders consent to the jurisdiction of the District Court to determine such disputes under the Estates' pending case. These Terms of Sale shall be construed and interpreted, and the rights of the parties determined in accordance with, the laws of the State of Minnesota.
26. Severability. If any provision of these Terms of Sale or any other document delivered in connection with the Auction Sale is partially or completely invalid or unenforceable in any jurisdiction then that provision shall be ineffective in that jurisdiction to the extent of its invalidity or unenforceability, but the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of these Terms of Sale, all of which shall be construed and enforced as if that invalid or unenforceable provision was omitted, nor shall the invalidity or unenforceability of that provision in one jurisdiction affect its validity or enforceability in any other jurisdiction.

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I have read these Terms of Sale and agree to be bound by them.

[ \_\_\_\_\_ ]

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

# **EXHIBIT D-1**

**Exhibit A**  
**to Terms and Conditions of Auction Sale**  
**of Peregrine Financial Group, Inc. Claim**

**Stalking Horse Agreement**

Stalking Horse Agreement

These terms and conditions of sale for \_\_\_\_\_ (the “**Stalking Horse Agreement**”) are being promulgated in connection with the auction sale (“**Auction Sale**”) by R.J. Zayed (“**Receiver**”), as receiver of the estates of Trevor Cook, et al. (“**Estates**”) in actions pending before the United States District Court for the District of Minnesota (“**District Court**”). The Estates wish to sell their allowed claim, claim number 11615 (“**Allowed PFG Claim**”) in the chapter 7 case of Peregrine Financial Group, Inc. d/b/a PFG Best [12-27488] (“**PFG Bankruptcy**”) pending before the United States Bankruptcy Court for the Northern District of Illinois (Eastern Division) (“**PFG Court**”).

**WHEREAS** the Receiver and his counsel Reid Collins & Tsai LLP (“**Receiver’s Counsel**”) solicited offers from potential bidders who might act as a stalking horse bidder in the purchase of the Allowed PFG Claim by contacting parties that expressed interest and by contacting, via email, certain parties believed to be engaged in the claims trading industry; and

**WHEREAS** the Receiver received an offer from \_\_\_\_\_ (“**Stalking Horse Bidder**”) to purchase the Allowed PFG Claim for a purchase price of \$\_\_\_\_\_ (the “**Opening Bid**”);

**NOW, THEREFORE**, the Receiver and the Stalking Horse Bidder agree as follows:

1. The Receiver shall, subject to higher and better offers in the Receiver’s sole judgment and discretion, sell all rights, title, and interest in the Allowed PFG Claim to the Stalking Horse Bidder for a purchase price of \$\_\_\_\_\_, payable in cash at the Closing of the transaction contemplated by the Terms and Conditions of Auction Sale of Peregrine Financial Group, Inc. Claim (the “**Terms of Sale**”).<sup>1</sup>
2. The Receiver has provided the Stalking Horse Bidder with:
  - a. A copy of the stipulation (“**Stipulation**”) entered into by and between the Receiver and the Trustee Ira Bodenstein of Peregrine Financial Group, Inc. d/b/a PFG Best in the chapter 7 proceedings currently pending in the U.S. Bankruptcy Court for the Northern District of Illinois (Eastern Division), Case No. 12-27488, and approved by that Court, granting the Allowed PFG Claim to the Receiver as a nonpriority, general unsecured claim in the PFG Bankruptcy in the amount of \$10,000,000.00; and
  - b. The Terms of Sale, including the exhibits thereto (Form of Stalking Horse Agreement, Memorandum of Bid, Transfer of Claim, and Certificate of Receiver).

The Stalking Horse Bidder acknowledges that it has conducted its own due diligence in connection with the Allowed PFG Claim, and are not relying on any information provided by the Receiver, the Receiver’s retained professionals (including Receiver’s Counsel), or the Estates. Neither the Receiver, Receiver’s Counsel, nor the Estates make

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<sup>1</sup> All terms not defined herein shall have the meaning ascribed to them in the Terms of Sale.

any representations or warranties with respect to the ultimate value of the Allowed PFG Claim.

3. At the Auction Sale, a Competing Bidder may make a bid for the Allowed PFG Claim in excess of the Opening Bid (the “**Initial Overbid**”), however such bid must be at least \$25,000.00 more than the Opening Bid. Subsequent overbids by a Competing Bidder or by the Stalking Horse Bidder for the Allowed PFG Claim must be at least \$25,000.00 more than the Initial Overbid or any subsequent bid or as otherwise determined at the Auction Sale by the Receiver in his sole judgment and discretion.
4. After the conclusion of the live auction, the Receiver shall determine the highest or best bid in his sole judgment and discretion (the “**Highest Offer**”). In the event that the Stalking Horse Bidder does not submit the Highest Offer, the Receiver shall provide the Stalking Horse Bidder with the option to top the Highest Offer (the “**Topping Option**”) by agreeing to pay a purchase price for the Allowed PFG Claim in an amount that is \$50,000.00 more than the Highest Offer (the “**Topping Premium**”). Such Topping Option must be exercised by the close of business on \_\_\_\_\_ or such other day as the live auction occurs.
5. If the Stalking Horse Bidder exercises the Topping Option at the Auction Sale, then the Stalking Horse Bidder shall be declared the Successful Bidder by the Receiver, and an amount equal to the Highest Offer plus the Topping Premium shall be entered in the Stalking Horse Bidder’s Memorandum of Bid, attached as Exhibit B to the Terms of Sale.
6. In the event that the Allowed PFG Claim is sold to a Competing Bidder (defined within the Terms of Sale), the Stalking Horse Bidder shall not receive a break-up fee nor shall the Stalking Horse Bidder receive any reimbursement for any costs or fees (including but not limited to legal fees and costs).
7. All terms and conditions set forth in the Terms of Sale are hereby incorporated by reference into this Stalking Horse Agreement and have been agreed to by the Receiver and the Stalking Horse Bidder. In the event of a conflict between this Stalking Horse Agreement and the Terms of Sale, the Terms of Sale shall govern.

I have read this Stalking Horse Agreement and agree to be bound by the terms set forth herein.

**R.J. ZAYED**, *Receiver for the Estates*

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

Date: \_\_\_\_\_

**[STALKING HORSE BIDDER]**

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

Date: \_\_\_\_\_



# **EXHIBIT D-2**

**Exhibit B**  
**to Terms and Conditions of Auction Sale**  
**of Peregrine Financial Group, Inc. Claim**

**Memorandum of Bid**

**MEMORANDUM OF BID**

The undersigned purchaser has this \_\_\_\_\_, 2014, agreed to purchase the Receiver’s claim, claim number 11615 (the “Allowed PFG Claim”) in the chapter 7 case of Peregrine Financial Group, Inc. d/b/a PFG Best [12-27488] (“PFG Bankruptcy”) pending before the United States Bankruptcy Court for the Northern District of Illinois (Eastern Division), pursuant to the annexed Terms and Conditions of Auction Sale of Peregrine Financial Group, Inc. Claim (the “Terms of Sale”), from R.J. Zayed (the “Receiver”) in his capacity as receiver of the estates of Trevor Cook, et al. in actions pending before the United States District Court for the District of Minnesota (“District Court”), and being sold by the Receiver for the highest or best offer as the Receiver in his sole judgment and discretion determines, subject to District Court approval, and hereby promises and agrees to comply with the terms and conditions of the Auction Sale for the Allowed PFG Claim, as set forth in the annexed Terms of Sale.

\_\_\_\_\_  
PURCHASER (Signature)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PRINT NAME OF PURCHASER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

Received from \_\_\_\_\_ the offer of \$ \_\_\_\_\_ for the purchase of the Allowed PFG Claim pursuant to the Terms of Sale.

\_\_\_\_\_  
R.J. Zayed, Receiver  
Reid Collins & Tsai LLP, Attorneys for Receiver  
One Penn Plaza, 49<sup>th</sup> Floor  
New York, NY 10119  
(212) 344-5200  
(212) 344-5299

This is to verify that the offer for the above captioned Allowed PFG Claim is for the sum of \$ \_\_\_\_\_.

\_\_\_\_\_  
R.J. Zayed, Receiver

**ATTORNEY INFORMATION**

Name \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

# **EXHIBIT D-3**

**Exhibit C**  
**to Terms and Conditions of Auction Sale**  
**of Peregrine Financial Group, Inc. Claim**

**Transfer of Claim**

**TRANSFER OF CLAIM**

R.J. Zayed, as receiver (“**Receiver**” or “**Seller**”) of the estates of Trevor Cook, et al. (“**Estates**”) in actions pending before the United States District Court for the District of Minnesota (“**District Court**”), for good and valuable consideration does hereby irrevocably sell, convey, transfer, and assign to \_\_\_\_\_ (collectively the “**Buyer**”) all of the Seller’s rights, title, and interest in and to the general, allowed, nonpriority, unsecured claim of the Seller, claim number 11615 (the “**Allowed PFG Claim**”), against Peregrine Financial Group, Inc. d/b/a PFG Best (“**PFG**” or the “**Debtor**”), the debtor in a chapter 7 case before the United States Bankruptcy Court for the Northern District of Illinois (Eastern Division) (“**PFG Court**”), administered under Case No. 12-27488 (the “**PFG Bankruptcy**”), in an amount not less than Ten Million and 00/100 (\$10,000,000.00) Dollars (the “**Claim Amount**”) and all the rights and benefits of the Seller relating to the Allowed PFG Claim, including without limitation, (A) the Stipulation (defined below), (B) the Seller’s right to receive interest, penalties and fees, if any, which may be paid with respect to the Allowed PFG Claim, (C) any and all rights granted to the Seller under the Stipulation (defined below) as it relates to the Allowed PFG Claim, (D) all cash, securities, instruments, and other property which may be paid or issued by the Debtor or any other party in satisfaction of the Allowed PFG Claim, (E) all other claims (including “claims” as defined in Bankruptcy Code §101(5)), suits, causes of action against the Debtor, its affiliates, any guarantor or other third party, but only to the extent relating to or arising from the Allowed PFG Claim, and (F) all proceeds of the foregoing interests (collectively, the “**Transferred Interest**”). This sale and assignment shall be deemed an absolute and unconditional sale and assignment of the Transferred Interest for the purpose of collection and satisfaction, and shall not be deemed to create a security interest.

The effective date of this agreement (together with the attached exhibits, the “**Agreement**”) shall be the first date upon which both Seller and Buyer have delivered to the other their signatures to this Agreement and the evidence of transfer (the “**Effective Date**”) attached hereto as Exhibit A (the “**Evidence of Transfer**”). The consideration for the transaction shall be the purchase price (the “**Purchase Price**”) set forth in the Memorandum of Bid attached hereto as Exhibit B. The Buyer shall deliver the Purchase Price to the Seller at the closing of the transaction pursuant to section 6 of the terms and conditions of sale (the “**Terms of Sale**”) attached hereto as Exhibit C. It shall be the Buyer’s obligation to file with the PFG Court the Evidence of Transfer and any other necessary documents to effectuate the transfer of the Allowed PFG Claim.

1. **Mutual Representations**. Each party represents and warrants, as of the Effective Date, that:
  - i. it has full power and authority and has taken all actions necessary to execute and deliver this Agreement and to fulfill its obligations hereunder and to consummate the transaction contemplated hereby;
  - ii. the making and performance of this Agreement does not and will not violate any law or regulation under the jurisdiction which it exists, any other law applicable to it or any other agreement to which it is a party or by which it is bound; and
  - iii. this Agreement has been duly and validly authorized, executed, and delivered by it and is legal, valid, binding, and enforceable against it in accordance with its terms.
  
2. **Seller’s Representations and Warranties**. The Seller represents and warrants as of the Effective Date that:
  - i. a stipulation (the “**Stipulation**”) was entered into by and between the Receiver and the Trustee Ira Bodenstien (“**PFG Bankruptcy Trustee**”) of Peregrine Financial Group, Inc. d/b/a PFG Best in the chapter 7 proceedings currently pending in the U.S. Bankruptcy Court for the Northern District of Illinois (Eastern Division), Case No. 12-27488, and approved by that Court, granting the Allowed PFG Claim to the Receiver as a nonpriority, general unsecured claim in the PFG Bankruptcy in the amount of \$10,000,000.00. As provided in the Stipulation, the Allowed PFG Claim is fully assignable and transferable in accordance with the Bankruptcy Code and

Bankruptcy Rules. The Receiver has not breached any of its obligations under the Stipulation and to the best of the Receiver's knowledge, the PFG Bankruptcy Trustee has not breached any of its obligations under the Stipulation.

- ii. the Allowed PFG Claim is a valid, undisputed, liquidated, non-contingent, general, allowed, unsecured nonpriority claim in the PFG Bankruptcy in an amount not less than \$10,000,000.00. No payment or distribution has been received by or on behalf of the Receiver in full or partial satisfaction of the Allowed PFG Claim. The Receiver has not previously sold, assigned, or pledged the Allowed PFG Claim or any other part of the Transferred Interest, in whole or in part, to any party. The Receiver owns and has good and marketable title to the Allowed PFG Claim and the Transferred Interest, and, the Sale Order (as defined in the Terms of Sale) authorizes the sale of the Allowed PFG Claim and Transferred Interest free and clear of any and all liens, claims, security interests, participations, or encumbrances of any kind.
- iii. Seller has provided to Buyer a true and correct copy of the Stipulation.
- iv. the Allowed PFG Claim is not subject to any objection, counterclaim, cross-claim, defenses, claims, reduction, recoupment, impairment, set-off, avoidance, disallowance, or subordination, including but not limited to any contained in Section 502(d), 502(j), or 510 of the Bankruptcy Code, or any other challenge, nor are any distributions to be made in respect of the Allowed PFG Claim subject to any of the foregoing, and the Receiver has not received any notice that the Allowed PFG Claim is void, voidable, or subject to any impairment.
- v. neither the Receiver, his retained professionals (including Receiver's Counsel), nor the Estates, have engaged in any acts, conduct or omissions, that could result in the Successful Bidder receiving in respect of the Allowed PFG Claim and other Transferred Interest less payments or distributions than is generally received by holders of general, allowed unsecured claims in the PFG Bankruptcy.
- vi. Seller is not an "affiliate" or "insider" within the meaning of 11 U.S.C. sections 101(2) and (31), respectively, of the Debtor or its affiliates.
- vii. Seller has no obligation or liability related to or in connection with the Allowed PFG Claim or other Transferred Interest, and has not effected and will not affect any netting, set-off, recoupment or other recovery of all or any portion of the Allowed PFG Claim or other Transferred Interest against any claim or obligation owed in the PFG Bankruptcy.
- viii. Seller is aware that the Purchase Price received herein for the sale of the Transferred Interest may differ both in kind and amount from any distributions ultimately made in the PFG Bankruptcy, and Seller acknowledges that, except as set forth in this Agreement, neither Buyer nor any agent or representative of Buyer has made any representation whatsoever to Seller, nor has Seller relied upon any statement or omission made by Buyer, regarding the status of the PFG Bankruptcy, the condition of the Debtor (financial or otherwise) or any other matter relating to the PFG Bankruptcy, the Debtor, or the Transferred Interest.
- ix. Seller is a sophisticated party in respect of the Transferred Interest, has adequate information concerning the business and financial condition of the Debtor and the status of the PFG Bankruptcy in order to make an informed decision regarding the sale of the Transferred Interest, and has independently and without reliance on Buyer, and based on such information as Seller has deemed appropriate (including information available from the files of the PFG Court of the PFG Bankruptcy), made its own analysis and decision to enter into this Agreement. Seller has had the benefit of consultation with legal counsel and has been fully advised by his counsel

concerning the execution of this Agreement. Seller has read and fully understands the terms of this Agreement and has freely and voluntarily entered into and executed this Agreement without the undue influence of any person and without relying on any promises, conditions, terms, statements, or representations not expressly contained herein.

- x. Each of the conditions set forth in Section [ ] of the Terms of Sale have been satisfied.

Except as set forth herein or in the Terms of Sale, the Allowed PFG Claim is being sold “AS IS”, “WHERE IS”, “WITH ALL FAULTS”, without any representations, covenants, guarantees or warranties of any kind or nature whatsoever.

3. Information. Each party to this Agreement acknowledges that the other party may have information (the “**Excluded Information**”) regarding the Transferred Interest, the Allowed PFG Claim, the Debtor, or the PFG Bankruptcy that is not known to it and that may be material to a decision to buy or sell the Allowed PFG Claim. Each party to this Agreement waives any claims it may have against the other party, whether under applicable securities laws or otherwise, with respect to the non-disclosure of the Excluded Information, provided however, that each party’s Excluded Information shall not and does not affect the truth or accuracy of such party’s representations or warranties in this Agreement.
  
4. Distributions to Seller Held in Trust. If prior to or on the Closing Date the Seller receives a cash distribution on account of the Allowed PFG Claim, (the “**Distributions in Trust**”), such distribution shall be held in a trust and constitute property of the Buyer to which the Buyer has an absolute right. If the Seller receives such Distributions in Trust prior to or on the Closing Date (as defined in the Terms of Sale), the amount of Distributions in Trust shall be netted against the Purchaser Price payable by Buyer, and from and after Closing, the Seller may retain for its own benefit such Distributions in Trust. If the Seller receives any Distributions in Trust for a period of thirty (30) days following the Closing Date, to the extent the Receiver has actual knowledge of receipt of any such Distributions in Trust, (“**Post-Closing Distributions in Trust**”), the Seller shall tender the Post-Closing Distributions in Trust, if any, to the Buyer promptly after receipt thereof. The Seller acknowledges and agrees that any and all Distributions in Trust, whenever paid, are the sole property of the Buyer, and the Seller agrees to reasonably cooperate with and assist the Buyer (at Buyer’s sole cost, including but not limited to any attorneys’ fees and costs that the Seller may incur in providing such reasonable cooperation and assistance) in the Buyer obtaining such Distributions in Trust. The Seller shall execute all documents necessary to tender the Post-Closing Distributions in Trust to Buyer. This obligation shall cease thirty (30) days following the Closing Date.
  
5. Modification of Terms of Sale. Nothing contained in this Agreement is intended to supersede or alter any provisions of sections 2001-2004 of title 28 of the United States Code or the Bankruptcy Code, or otherwise interfere with the jurisdiction of the District Court or the PFG Court.
  
6. Enforceability of the Allowed PFG Claim. Seller grants unto Buyer full authority to do all things necessary to enforce the Allowed PFG Claim and Transferred Interest, including but not limited to demanding, suing for, compromising, and recovering all consideration which is now, or may hereafter become due and payable for, or on account of the Allowed PFG Claim and Transferred Interest. The parties agree that the powers granted by this paragraph are discretionary in nature and that Buyer may exercise or decline to exercise such power at Buyer’s sole option. Neither Seller nor Buyer shall have any obligation to take any action to prove or defend the validity of Allowed PFG Claim and Transferred Interest at any time, and other than explicitly stated herein, the parties shall have no other obligations to each other in respect of the Allowed PFG Claim and Transferred Interest.



7. Enforceability of Agreement. Each party to this Agreement acknowledges that it has read all of the terms and conditions contained herein, and have agreed to be bound by the same. Moreover, each party to this Agreement warrants and represents that it has the full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.
8. Further Assignment of Rights. Seller acknowledges that the Buyer may at any time reassign any or all of the Transferred Interest, together with all rights, title, and interest of the Buyer in this Agreement. All representations, warranties, covenants, and agreements contained herein shall survive the execution and delivery of this Agreement and any such reassignment, and shall be binding on an inure to the benefit of the Seller, Buyer, and their respective successors and assigns, provided, however, that the obligations of the Seller and Buyer contained herein shall continue and remain in full force and effect.
9. Costs and Expenses. Each party to this Agreement shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transaction contemplated herein.
10. Consent and Waiver. Seller hereby acknowledges and consents to all terms set forth in this Agreement and hereby waives his right to raise any objection thereto and his right to receive notice pursuant to Bankruptcy Rule 3001(e), and consents to the substitution of Seller by the Buyer for all purposes in the PFG Bankruptcy, including, without limitation, for voting and distribution purposes with respect to the Transferred Interest. Buyer Agrees to file a Notice of Transfer with the PFG Court pursuant to Federal Rule of Bankruptcy Procedure 3001 (e) (the "**Notice of Transfer**"), including the Evidence of Transfer.
11. Further Assurances. Each party to this Agreement agrees to execute and deliver, or cause to be executed and delivered, all such instruments and documents (including, without limitation, any supporting documents evidencing the Transferred Interest), and to take all such actions as the other party may reasonably request, promptly upon request of such other party, in order to effectuate the intent and purpose of and to carry out the terms of, this Agreement and to cause Buyer to become the legal and beneficial owner and holder of the Transferred Interest.
12. Integration. This Agreement, together with any schedules and exhibits hereto, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations pertaining to the subject matter hereof, whether oral or written. There are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as specifically and expressly set forth herein.
13. Amendments; Waivers. No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the parties and no waiver of any provision of this Agreement, nor consent to any departure by either party from it, shall be effective unless it is in writing and signed by the affected party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of either party to exercise, and no delay in exercising, any right hereunder or under any related document shall operate as a waiver thereof by such party, nor shall any single or partial exercise of any other right. The rights and remedies of each party provided herein and in other related documents (A) are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law, and (B) are not conditional or contingent on any attempt by such party to exercise any of its rights under any other related documents against the other party or any other entity.
14. Limited Liability. Notwithstanding anything contained in this Agreement to the contrary, the parties agree that all obligations and liabilities of any Buyer under this Agreement are enforceable solely

against such Buyer and such Buyer's assets and not against any general or limited partner of such Buyer, nor against any assets of any general or limited partner of such Buyer.

15. Jurisdiction and Choice of Law. The District Court shall determine any disputes concerning the Auction Sale of the Allowed PFG Claim. By participating in the Auction Sale, all bidders consent to the jurisdiction of the District Court to determine such disputes under the Estates' pending case. These Terms of Sale shall be construed and interpreted, and the rights of the parties determined in accordance with, the laws of the State of Minnesota
16. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same transfer of claim.
17. Severability. If any provision of this Agreement or any other document delivered in connection with this Agreement is partially or completely invalid or unenforceable in any jurisdiction then that provision shall be ineffective in that jurisdiction to the extent of its invalidity or unenforceability, but the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision was omitted, nor shall the invalidity or unenforceability of that provision in one jurisdiction affect its validity or enforceability in any other jurisdiction.

**\*\*\* Signatures on Following Page \*\*\***

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement by their duly authorized representatives as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

R.J. Zayed  
as the Receiver of the Estates

By: \_\_\_\_\_  
Name:  
Title:

[ \_\_\_\_\_ ]  
as Buyer

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

**EXHIBIT A**

EVIDENCE OF TRANSFER

**EVIDENCE OF TRANSFER OF CLAIM**

TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, R.J. Zayed, as receiver ("Receiver" or "Seller") of the estates of Trevor Cook, et al. ("Estates") in actions pending before the United States District Court for the District of Minnesota ("District Court"), hereby unconditionally and irrevocably sells, transfers, and assigns to [ ] (the "Buyer") 100% of the rights, title, interest, claims, and causes of action in and to, or arising under or in connection with, its claim (as such term is defined in section 101 (5) of the United States Bankruptcy Code), claim number 11615, against Peregrine Financial Group, Inc. d/b/a PFG Best (the "Debtor") in a chapter 7 case before the United States Bankruptcy Court for the Northern District of Illinois (Eastern Division) ("PFG Court"), administered under Case No. 12-27488 (the "PFG Bankruptcy"), and the relevant portion of any and all general unsecured creditor claim forms granted by Ira Bodenstein, Trustee for the Debtor, in favor of the Seller in respect of the foregoing claim.

Seller hereby waives any objection to the transfer of the claim to the Buyer on the books and records of the Debtor and the PFG Court, and hereby waives to the fullest extent permitted by law any notice of right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the U.S. Bankruptcy Code, applicable local bankruptcy rules, or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the PFG Court may be entered on notice to the Seller transferring to the Buyer the foregoing claim, recognizing the Buyer as the sole owner and holder of the claim, and directing that all payments or distributions of money or property in respect of the claim be delivered or made to the buyer.

IN WITNESS WHEREOF, this EVIDENCE OF TRANSFER OF CLAIM is executed this \_\_\_\_ day of \_\_\_\_, 2014.

**Claim Seller**

\_\_\_\_\_  
R.J. Zayed  
Receiver for the Estates

**Agreed and Acknowledged by Buyer**

[Buyer]

By: \_\_\_\_\_  
Name:  
Title:

# **EXHIBIT D-4**

**Exhibit D**  
**to Terms and Conditions of Auction Sale**  
**of Peregrine Financial Group, Inc. Claim**

**Receiver's Certificate**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

U.S. COMMODITY FUTURES  
TRADING COMMISSION,  
Plaintiff,

v.

Case No. 09-cv-3332 (MJD/JSM)

TREVOR COOK, et al.,  
Defendants,

R.J. ZAYED,  
Receiver.

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UNITED STATES SECURITIES  
AND EXCHANGE COMMISSION,  
Plaintiff,

v.

Case No. 09-cv-3333 (MJD/JSM)

TREVOR COOK et al.,  
Defendants,

R.J. ZAYED,  
Receiver.

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UNITED STATES SECURITIES  
AND EXCHANGE COMMISSION,  
Plaintiff,

v.

Case No. 11-cv-574 (MJD/FLN)

JASON BO-ALAN BECKMAN, et al.,  
Defendants.

R.J. ZAYED,  
Receiver.

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**RECEIVER'S CERTIFICATE**



R.J. ZAYED, in his capacity as court-appointed receiver (the “**Receiver**”) for the Estates of Trevor G. Cook, Patrick J. Kiley, Jason Bo-Alan Beckman, UBS Diversified Growth, LLC, Market Shot, LLC, Oxford Global Advisors, LLC, Oxford Global Partners, LLC, Oxford Global FX, LLC, Oxford Growth FX L.P., and various other individuals and entities controlled by them (the “**Estates**”) hereby certifies that (i) to the best of his knowledge, there is no judgment, decree, injunction, order or ruling in effect which prevents the consummation of the transactions contemplated by the Terms and Conditions of Auction Sale of Peregrine Financial Group, Inc. Claim (“**Terms of Sale**”), and (ii) the representations and warranties expressly provided in paragraph 14 of the Terms of Sale are true and correct in all material respects as of the date hereof, unless such representation or warranty expressly specifies a particular date.

Dated: Minneapolis, MN  
October \_\_, 2014

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R.J. ZAYED, In His Capacity As Court-Appointed Receiver For The Estates of Trevor G. Cook, Patrick J. Kiley, Jason Bo-Alan Beckman, UBS Diversified Growth, LLC, Market Shot, LLC, Oxford Global Advisors, LLC, Oxford Global Partners, LLC, Oxford Global FX, LLC, Oxford Growth FX L.P., And Other Receivership Entities