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May 16, 2017



Brent J. Fields  
Securities and Exchange Commission  
100 F Street, N.E.  
Washington, DC 20549

**Re: In the Matter of Longwei Petroleum Investment Holding Limited, Respondent  
Administrative Proceeding File No. 3-17316**

Dear Mr. Fields:

We are in receipt of an Order Instituting Administrative Proceedings and Notice of Hearing Pursuant to Section 12(j) of the Securities Exchange Act of 1934 entered June 27, 2016 (the "SEC Order").

As it appears the SEC is aware, by order entered July 7, 2016, our client, C. Randel Lewis, was appointed as the Receiver of Longwei Petroleum Investment Holding Limited, a Colorado corporation ("Longwei"). Copies of the Order Appointing Receiver, and a subsequent amendment to that order, are enclosed.

The SEC Order was recently mailed to the Receiver, with no further explanation. Assuming the SEC's Administrative Proceeding is on-going, please note that the Receiver considers further proceedings by the SEC without approval of the receivership court to be a violation of Paragraph 23 of the Order Appointing Receiver.

The Receiver notes that the SEC Order finds that Longwei is delinquent in its reporting obligations under Section 13(a) of the Exchange Act. The Receiver does not dispute that finding, and advises the SEC that the receivership estate has neither the resources, nor access to relevant information, to complete the delinquent filings. The Receiver has no objection to either the suspension or revocation of the registration of each class of registered securities issued by Longwei pursuant to Section 12 of the Exchange Act.



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Should you have any questions regarding the foregoing, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Caroline C. Fuller', with a stylized flourish at the end.

Caroline C. Fuller  
Fairfield and Woods, P.C.

CCF:jkb

Enclosure

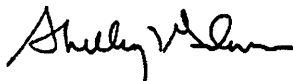
cc: Honorable Jason S. Patil  
Timothy Evans

RECEIVED  
MAY 22 2017  
OFFICE OF THE SECRETARY

DISTRICT COURT, DENVER COUNTY, COLORADO	
Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202	
Plaintiff(s) TODD OKIMOTO v. Defendant(s) LONGWEI PETROLEUM INVESTMENT HOLDING LIM	DATE FILED: October 6, 2016 4:25 PM CASE NUMBER: 2015CV32501
	<b>△ COURT USE ONLY △</b>
	Case Number: 2015CV32501 Division: 269      Courtroom:
<b>Order Amending Order Appointing Receiver</b>	

The motion/proposed order attached hereto: APPROVED.

Issue Date: 10/6/2016



SHELLEY ILENE GILMAN  
District Court Judge

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DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, CO 80202 720-865-8301	<b>▲ COURT USE ONLY ▲</b>
PLAINTIFF: TODD OKIMOTO,  v.  DEFENDANT: LONGWEI PETROLEUM INVESTMENT HOLDING LIMITED, a Colorado Corporation	
	Case No.: 2015CV32501  Courtroom 269
<b>ORDER AMENDING ORDER APPOINTING RECEIVER</b>	

THIS MATTER having come before this Court on the Motion to Amend Order Appointing Receiver, good cause being shown, and the Court being otherwise fully advised in the premises,

**IT IS THEREFORE ORDERED:**

1. Paragraph 8 of the Order Appointing Receiver is amended and restated in its entirety as follows: The Receiver requests that the Court enter an order amending and restating Paragraph 8 of the Order Appointing Receiver as follows:

Longwei, and all persons in active participation with Longwei at any time from January 1, 2009 through entry of this Order, including, without limitation, Longwei's current or former officers and directors, shareholders, principals, employees, agents, representatives, attorneys, accountants, banks, contractors, subcontractors, advisors, insurers, reinsurers, subsidiaries, affiliates, divisions, partners, joint ventures, predecessors, successors, and assigns and all who claim under them, and specifically including, but not limited to, Cai Youngjun, James Crane, Michael Troups, Xue Yongpin, Douglas Cole, Gerald DeCiccio, Dora Dong, and Xue Xiaoping, and their counsel and advisors, including, but not limited to Kimberly A. Smiley, Armstrong Teasdale LLP; Steven S. Kaufhold, Jonathan B. Gaskin, Kaufhold Gaskin LLP; David P. Nemecek, Jr., Beugelmans, LLP, (the foregoing hereafter, collectively, "Longwei's Representatives"), are hereby ordered to (a) deliver immediately to the Receiver all of the Receivership Property in the possession of any Longwei's Representative; and (b) to fully cooperate with the Receiver including, but not limited to, providing the Receiver all reasonably requested documents, records, <sup>1</sup> bank accounts, trust accounts, deposit accounts, savings accounts, money market accounts, and all other demand deposit accounts, inventory, supplies, contracts, accounts receivable,

computer databases, sales and marketing materials related to the assets, liabilities, business, and/or operation of Longwei and/or the Subsidiaries; together with stock certificates or other indicia of ownership of the Subsidiaries, and any and all reasonably requested documents, records, bank accounts, trust accounts, deposit accounts, savings accounts, money market accounts, and all other demand deposit accounts, inventory, supplies, contracts, accounts receivable, computer databases, sales and marketing materials, related to the assets, liabilities, business, and/or operation of the Subsidiaries; whether the foregoing is considered by the Longwei's Representative to be property of Longwei or the Subsidiaries, or the property of such Longwei's Representative (the foregoing being referred to herein as the "Books and Records"). Longwei and Longwei's Representatives, when necessary or when requested, shall explain the operation, maintenance and management of the Receivership Property, including the Subsidiaries, to the Receiver or his agents, without compensation therefor. Any claims for nonpayment for services shall not be used as a defense to turning over Receivership Property. All privileges in connection with professional representation of Longwei shall accrue to the sole benefit of the Receiver and the Receivership Estate and may only be waived by the Receiver. The Receiver may request supplemental authority from this Court, upon proper motion, if necessary, to obtain the cooperation of Longwei's Representatives or any other foregoing persons currently or, at any time from January 1, 2009 through entry of this Order, acting on behalf of or for Longwei, to comply fully and completely with this Order. For the avoidance of doubt, shareholders pursuing derivative litigation for the benefit of Longwei, including Plaintiff, shall not be considered Longwei Representatives, but, as provided in Paragraph 14 below, shall turn over to the Receiver the proceeds, after deduction of attorneys' fees and out-of-pocket costs incurred in any such litigation, of any derivative litigation for administration pursuant to the terms of this order.

Footnote 1 of the Order Appointing Receiver remains unchanged.

2. Paragraph 9 of the Order Appointing Receiver is amended and restated in its entirety as follows:

*Any creditors of Longwei, including, but not limited to, those with inchoate or potential claims against Longwei, ("Creditors") that have taken action to seize, or are in the possession of, any Books and Records or assets of Longwei, including, but not limited to, Michael Toups, Douglas Cole, and Gerald DeCiccio, and all persons in active participation with such Creditors, including without limitation, such Creditors' officers, managers, members, employees, agents, representatives, attorneys (including, but not limited to, Kimberly A. Smiley, Armstrong Teasdale LLP; Steven S. Kaufhold, Jonathan B. Gaskin, Kaufhold Gaskin LLP; David P. Nemecek, Jr., Beugelmans, LLP), accountants, banks, contractors, subcontractors, and all who claim under them ("Creditors' Representatives") are hereby ordered to deliver immediately to the Receiver all of the Receivership Property and all Books and Records in*

such Creditors' or Creditors' Representatives' possession, and to fully cooperate with the Receiver in connection with such turnover. Any claims against Longwei shall not be used as a defense to turning over as set forth in this paragraph. The Receiver may request supplemental authority from this Court upon proper motion, if necessary, to obtain the cooperation of Creditors or Creditors' Representatives, or any other foregoing persons acting on behalf of or for the Creditors, to comply fully and completely with this Order.

Dated:

BY THE COURT:

\_\_\_\_\_  
District Court Judge

RECEIVED  
MAY 22 2017  
OFFICE OF THE SECRETARY

DISTRICT COURT, DENVER COUNTY, COLORADO	
Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202	
Plaintiff(s) TODD OKIMOTO	DATE FILED: July 7, 2016 1:18 PM CASE NUMBER: 2015CV32501
v.	
Defendant(s) LONGWEI PETROLEUM INVESTMENT HOLDING LIM	△ COURT USE ONLY △ Case Number: 2015CV32501 Division: 269      Courtroom:
<b>Order Appointing Receiver</b>	

The motion/proposed order attached hereto: GRANTED WITH AMENDMENTS.

The Receiver shall file his Oath with the Court within 7 days of this order.

After filing of the initial report in accordance with paragraph 12, the Receiver shall file periodic status reports, in accordance with paragraph 29, on or before every 120 days.

Issue Date: 7/7/2016



SHELLEY ILENE GILMAN  
District Court Judge

RECEIVED  
MAY 22 2017  
OFFICE OF THE SECRETARY

DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, CO 80202 720-865-8301	
PLAINTIFF: TODD OKIMOTO,  v.  DEFENDANT: LONGWEI PETROLEUM INVESTMENT HOLDING LIMITED, a Colorado Corporation	
	<b>COURT USE ONLY</b> Case No.: 2015CV32501  Division 269
<b>ORDER APPOINTING RECEIVER</b>	

THIS MATTER having come before this Court on the Complaint, the Motion for Default Judgment, this Court's Order Granting Motion for Default Judgment entered June 14, 2016, the Plaintiff's Recommendation of Receiver for Appointment submitted by Plaintiff Todd Okimoto ("Plaintiff") on June 21, 2016, and this Court's Order Regarding Recommendation of Receiver for Appointment entered on June 22, 2016, and the Court being otherwise fully advised in the premises,

HEREBY FINDS:

1. The Court has jurisdiction and venue is proper pursuant to C.R.C.P. 98(a).
2. Longwei Petroleum Investment Holding Limited ("Longwei") is a Colorado corporation headquartered in Shanxi, China. Longwei was in the business of wholesale



distribution of finished petroleum products in the People's Republic of China ("PRC"), operating through wholly owned subsidiaries. While Longwei may no longer conduct any business, assets of Longwei may exist that may be recovered for the benefit of Longwei, its creditors, and its shareholders.

3. Appointment of a receiver to supervise the dissolution of Longwei, the disposition of its assets, the winding up of its affairs, and the distributions of the proceeds of its assets is appropriate pursuant to C.R.S. §§ 7-114-301(4)(a)(II), 7-114-302(3), and 7-114(303).

4. By Order entered June 14, 2016, this Court ordered the appointment of a receiver for Longwei and all of its assets, including, but not limited to, all real and personal property, including tangible and intangible assets, its interests in its wholly owned subsidiaries Shanxi Zhonghe Energy Conversion Co. (PRC), Ltd., Longwei Petroleum Investment Holding Limited (British Virgin Islands), Taiyuan Yahua Energy Conversion Ltd. (PRC), Taiyuan Longwei Economy & Trading Ltd. (PRC), and Shanxi Heitan Zhingyou Petrochemical Co., Ltd. (PRC) (collectively, the "Subsidiaries"), claims, and causes of action, wherever located (collectively, the "Receivership Property"). The Court also ordered that, upon appointment, the receiver will "wind-up Longwei's business, liquidate its assets and distribute the proceeds of that liquidation, pro rata, to the public shareholders of Longwei. . . ." Consistent with Colorado's corporate dissolution statutes, and as set forth in greater detail below, the receiver may, in the exercise of his reasonable judgment, liquidate the Receivership Property, investigate any claims and causes of action which may be pursued for the benefit of Longwei, its creditors and shareholders, and make recommendations to interested parties and this Court regarding the prosecution of any such claims and causes of action; establish a process for the assertion of claims against the

Receivership Estate; make recommendations to this Court for the allowance and payment of such claims; and investigate and make recommendations to this Court for the distribution of any remaining Receivership Property, or the proceeds thereof, pursuant to the terms hereof.

5. By its June 22, 2016 Order, this Court has approved the appointment of Randel Lewis, instructing him and his counsel to submit this Proposed Order, setting forth the duties responsibilities and rights of his receivership.

IT IS THEREFORE ORDERED:

6. The Court confirms the appointment of Randel Lewis as Receiver for Longwei and the Receivership Property. The Receiver shall promptly file his Oath with this Court.

7. Given that there appears to be no cash or other liquid assets in the Receivership Estate upon entry of this Order, no Receiver's bond shall be required.

8. Longwei, and all persons in active participation with Longwei, including, without limitation, Longwei's officers and directors, shareholders, principals, employees, agents, representatives, attorneys, accountants, banks, contractors, subcontractors, advisors, insurers, reinsurers, subsidiaries, affiliates, divisions, partners, joint ventures, predecessors, successors, assigns and all who claim under them, (hereafter collectively called ("Longwei's Representatives")) are hereby ordered to deliver immediately to the Receiver all of the Receivership Property and to fully cooperate with the Receiver including, but not limited to, providing the Receiver all reasonably requested documents, records,<sup>1</sup> bank accounts, trust accounts, deposit accounts, savings accounts, money market accounts, and all other demand

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<sup>1</sup> The Court intends "documents" and "records" in their broadest possible meaning, including, without limitation, writings, drawings, graphs, charts, photographs, phono-records, and other data compilations, electronically stored or otherwise, from which information can be obtained, translated, if necessary, by the respondent through detection devices into reasonably usable form.

deposit accounts, inventory, supplies, contracts, accounts receivable, computer databases, sales and marketing materials; together with stock certificates or other indicia of ownership of the Subsidiaries, and any and all reasonably requested documents, records, bank accounts, trust accounts, deposit accounts, savings accounts, money market accounts, and all other demand deposit accounts, inventory, supplies, contracts, accounts receivable, computer databases, sales and marketing materials, related to the operation of the Subsidiaries. Longwei and Longwei's Representatives, when necessary or when requested, shall explain the operation, maintenance and management of the Receivership Property, including the Subsidiaries, to the Receiver or his agents, without compensation therefor. Any claims for nonpayment for services shall not be used as a defense to turning over Receivership Property. All privileges in connection with professional representation of Longwei shall accrue to the sole benefit of the Receiver and the Receivership Estate and may only be waived by the Receiver. The Receiver may request supplemental authority from this Court upon proper motion, if necessary, to obtain the cooperation of Longwei's Representatives or any other foregoing persons acting on behalf of or for Longwei, to comply fully and completely with this Order. For avoidance of doubt, shareholders pursuing derivative litigation for the benefit of Longwei, including Plaintiff, shall not be considered Longwei Representatives, but, as provided in Paragraph 14 below, shall turn over to the Receiver the proceeds, after deduction of attorneys' fees and out-of-pocket costs incurred in any such litigation, of any derivative litigation for administration pursuant to the terms of this order.

9. Any creditors of Longwei ("Creditors") that have taken action to seize any books, records, or assets of Longwei, and all persons in active participation with such Creditors,

including, without limitation, such Creditors' officers, managers, members, employees, agents, representatives, attorneys, accountants, banks, contractors, subcontractors, and all who claim under them ("Creditors' Representatives") are hereby ordered to deliver immediately to the Receiver all of the Receivership Property in such Creditors' or Creditors' Representatives' possession, and to fully cooperate with the Receiver in connection with such turnover. Any claims against Longwei shall not be used as a defense to turning over as set forth in this paragraph. The Receiver may request supplemental authority from this Court upon proper motion, if necessary, to obtain the cooperation of Creditors or Creditors' Representatives, or any other foregoing persons acting on behalf of or for the Creditors, to comply fully and completely with this Order.

10. If the Receiver determines, after reasonable inquiry, that a person or entity is in violation of the turnover provisions set forth in Paragraphs 8 and 9 of this Order, the Receiver is instructed to give written notice thereof to the person or entity violating such provisions, with a copy of this Order attached, demanding turnover of such Receivership Property. If the person or entity in possession fails or refuses to turn over the Receivership Property after receiving notice, the Receiver shall file a Request for an Order to Show Cause with this Court.

11. The Receiver shall have all the powers and authority usually held by receivers and reasonably necessary to accomplish the purposes stated herein, including, but not limited to, the following powers which the Receiver may execute without further order of this Court, except as expressly provided herein:

(a) To take from Longwei and Longwei's Representatives, and all persons acting in participation with Longwei, and from Creditors and Creditors' Representatives,

immediate possession and control of all Longwei's assets, including the Receivership Property, to the exclusion of Longwei, Longwei's Representatives or all persons acting in participation with Longwei, and Creditors and Creditors' Representatives;

(b) To exercise such control over the Subsidiaries as is held by Longwei pursuant to the governance documents of the Subsidiaries, including exercise of all rights of Longwei to elect new officers, directors, or management of the Subsidiaries;

(c) To take charge of the subject Receivership Property, regardless of where such property is located, including, but not limited to, bank accounts, cash, checks, drafts, notes, security deposits, bonds, books, records, contracts, claims, leases, files, furniture, certificates, licenses, fixtures and equipment, property located in any real property either owned or leased by Longwei or its Subsidiaries ("Longwei Offices") and any personal property located in storage facilities;

(d) As appropriate, to take possession of Longwei's Offices and to change any and all locks on Longwei's Offices and to limit access to Longwei's Offices to the Receiver and his agents;

(e) To collect in a timely fashion all accounts receivable and other obligations due to Longwei, including as necessary to negotiate and deposit checks made payable to Longwei into accounts maintained by the Receiver and as necessary to review mail directed to Longwei or Longwei's Representatives, in order to collect incoming accounts receivable and other obligations due and owing to Longwei;

(f) To contract for and obtain such services as utilities, supplies, equipment and goods as the Receiver may deem reasonably necessary to manage, preserve, and liquidate the Receivership Property; however, no contract shall extend beyond the termination of the Receivership without the permission of the Court;

(g) To obtain, review and analyze Longwei's books and records relating to the Receivership Property, including without limitation accounting records, banking records and any other books or documents necessary to perform the duties of the Receiver;

(h) To pay, at the Receiver's discretion, any obligations incurred by Longwei prior to the appointment of the Receiver that are deemed by the Receiver to be necessary or advisable for the preservation or liquidation of the Receivership Property;

(i) To borrow from the Plaintiff or third parties on such reasonable terms as may be acceptable to the Receiver, such funds as may be required for the fulfillment of the Receiver's obligations hereunder, and to meet the needs of the Receivership Estate in excess of the income from the Receivership Estate. The Receiver may issue Receiver's Certificates secured by all assets of the Receivership Estate, including, but not limited to, all claims on insurance policies, surety bonds, and similar assets of the Receivership Estate, in exchange for funds advanced during the term of this receivership, and such Receiver Certificates shall be a first and prior lien and preference claim upon the Receivership Property or a portion of it at the Receiver's election;

(j) To open and maintain accounts at a financial institution insured by the federal government in the name of the Receiver and to deposit all sums received by the Receiver into such account and to make such withdrawals as are necessary to pay the reasonable costs and expenses incurred by the Receiver;

(k) To exercise all rights of an owner incidental to the ownership of the Receivership Property;

(l) To hire and pay general counsel, accounting, and other professionals as may be reasonably necessary to the proper discharge of the Receiver's duties, and to hire, pay and discharge the personnel necessary to fulfill the obligations of the Receiver hereunder, including the retention of companies affiliated with the Receiver, or other third parties, to assist the Receiver in the performance of its duties hereunder, all within the Receiver's discretion;

(m) After consultation with the Plaintiff and agreement on the amount and funding of a budget related thereto, to institute such legal actions as the Receiver deems reasonably necessary, including actions necessary to enforce this Order to protect the Receivership Property, and to prosecute causes of action of Longwei against third parties in this or any other jurisdictions, including foreign countries;

(n) After consultation with the Plaintiff and agreement on the amount and funding of a budget related to anticipated out of pocket expenses related thereto, to retain special counsel, which may be counsel to the Plaintiff, and other professionals as needed, on a contingency fee basis containing commercially reasonable terms, as determined by the Receiver

in the exercise of his reasonable business judgment, to recover possession of the Receivership Property from any persons who may now or in the future be wrongfully possessing Receivership Property or any part thereof, including claims premised on fraudulent transfer or similar theories, in this or any other jurisdictions, including foreign countries;

(o) To notify any and all insurers under insurance policies and issuers of surety bonds affecting the Receivership Property of the pendency of these proceedings, and that any proceeds paid under any such insurance policy or surety bond shall be paid to the Receiver to be administered for the benefit of all creditors of Longwei that may have an interest therein, and, as necessary, and after consultation with the Plaintiff and agreement on the amount and funding of a budget related thereto, commence litigation against such insurers and/or sureties in order to recover the proceeds of such insurance policies and surety bonds for the benefit of Longwei and its creditors; and further provided that, in connection with any such claims or causes of action, the Receiver shall not be deemed to be asserting claims of Longwei pursuant to any "insured vs. insured" exclusions that may be set forth in such insurance policies or surety bonds, but rather shall, in accordance with subparagraph (o) below, be deemed to be prosecuting claims of creditors of Longwei in connection therewith;

(p) To prosecute claims and causes of actions held by creditors of Longwei, including those set forth in subparagraphs (m) and (n) above, for the benefit of such creditors, in order to assure the equal treatment of all similarly situated creditors;



(q) To sell or otherwise dispose of any tangible personal property of the Receivership Estate, provided that Court approval shall not be required of any sale or disposition of any property being sold for a sales prices of less than \$10,000;

(r) To establish a procedure for the assertion of claims against Longwei or the Receivership Property, for the resolution of any disputes regarding such claims, and for the distribution of the proceeds of the Receivership Property;

(s) To issue subpoenas, institute, prosecute, defend, compromise, or adjust such actions or proceedings in state, federal or foreign courts now pending and hereafter instituted, as may in his discretion be advisable or proper for the protection, preservation and maintenance of the Receivership Assets or proceeds therefrom;

(t) To issue subpoenas, institute, prosecute, defend, compromise, or adjust such actions or proceedings in state, federal or foreign courts now pending and hereafter instituted, as may in his discretion be advisable or proper for the collection and liquidation of the Receivership Assets or proceeds therefrom;

(u) To do such other and further lawful acts as the Receiver reasonably deems necessary for the effective recovery and liquidation of the Receivership Property, and to perform such other functions and duties as may from time to time be required and authorized by this Court, by the laws of the State of Colorado, the laws of the United States, or the laws of any foreign countries in which Receivership Property may be located; and

(v) To do any and all acts necessary, convenient or incidental to the foregoing.

12. The Receiver is further directed to review the books and records of Longwei, to account, to this Court and to the Plaintiff, and any parties that have filed an entry of appearance herein, for receipts and disbursements of Longwei's funds, and to provide a report and accounting of Longwei's operations, for a period of time determined by the Receiver to be reasonable under the circumstances. An initial report shall be filed with the Court within ninety (90) days of entry of this Order. In such report, the Receiver shall identify any claims and causes of action of Longwei identified as of the date of such report, including under insurance policies, on surety bonds, against any of Longwei's Representatives or third parties, or arising under the Uniform Fraudulent Conveyances Act, or any similar statute; and the Receiver's recommendations related thereto. The Receiver shall be authorized to act on his recommendations upon agreement with the Plaintiff regarding budgets related to the prosecution thereof, and funding of such litigation, as set forth in Paragraphs 11(l) and (m) hereof.

13. To the extent they have not already done so, Longwei, Longwei's Representatives, Creditors, and Creditors' Representatives, and their agents, are ordered to deliver immediately to the Receiver, or his agents, all Receivership Property, including, but not limited to, unpaid bills, bank accounts, cash, checks, drafts, notes, security deposits, books, records, contracts, claims, leases, deeds, files, furniture, certificates, licenses, fixtures, escrow, sales contracts, equipment, and stock certificates or other evidence of ownership related to the Subsidiaries, relating to the Receivership Property and shall continue to deliver immediately to the Receiver any such property received at any time in the future.

14. Any parties holding claims against Longwei or the Receivership Estate shall not be entitled to participate as creditors in the distribution of recoveries from the Receiver's

administration of the Receivership Estate and collection and liquidation of the assets thereof, unless such parties agree not to file or prosecute independent claims such parties may have on insurance policies and surety bonds issued in connection with Longwei's operations, or against Longwei or any of Longwei's Representatives, and promptly dismiss any lawsuits currently pending in connection therewith. *Provided*, however, that this Paragraph shall not preclude the continued prosecution of the derivative action commenced by Plaintiff on behalf of Longwei, Case No. 2015CV34143 pending in the District Court for the City and County of Denver (the "Derivative Action"), nor shall it preclude Plaintiff from participating in distributions from the Receivership Estate as a shareholder of Longwei. The net proceeds of the Derivative Action, after legal fees and costs of litigation, shall be considered Receivership Property and delivered to the Receiver for distribution pursuant to the terms of this Order.

15. If necessary, the Receiver may request of this Court letters rogatory or commissions or supplemental orders as necessary to require out-of-state directors, officers, employees, agents, representatives, managers, attorneys, accountants, banks, contractors, or any other person acting in participation with Longwei or Longwei's Representatives, through the appropriate court of appropriate jurisdiction, to comply with any of the Orders of this Court.

16. The Receiver shall be compensated for his services at the rate of \$375 per hour, together with reimbursement for all reasonable costs and expenses incurred in connection with his duties, which compensation and reimbursement shall be paid from the assets of the Receivership Estate, proceeds of the disposition of Receivership Property, or the proceeds of loans secured by the Receiver.

17. Except as may be expressly authorized by the Court, Longwei and Longwei's Representatives are enjoined from:

(a) Collecting any revenues from the Receivership Property, or withdrawing funds from any bank or other depository account relating to the Receivership Property;

(b) Binding, or purporting to bind, Longwei or the Receivership Estate, to any contract or other obligation;

(c) Holding themselves out as, or acting or attempting to take any and all actions of any kind or nature as officers, employees, representatives, or principals of Longwei, or in any other purported capacity, except with the permission of the Receiver; and

(d) Otherwise interfering with the operation of the Receivership Property, or the Receiver's discharge of his duties hereunder.

(e) Upon receipt of a copy of this Order, or upon actual knowledge of the entry of this Order, any other person or business entity shall also be bound by this Paragraph.

18. The allegations in the Complaint suggest that Longwei ceased business operations at some point in 2013. As of the entry of this order, the Court has no information from which to determine whether Longwei properly completed all of its requisite tax returns and filings (including income tax, sales tax, property tax, and payroll tax) through the date of its cessation of operations. Should the Receiver determine that tax returns were not filed for periods prior to the entry of this Order for which tax returns were required of Longwei, the Receiver shall use reasonable efforts to have tax returns prepared and filed for any missing periods prior to the entry

of this Order, as funds are available in the Receivership Estate. To the extent it is determined that any outstanding tax obligations are due to the Internal Revenue Service, the Colorado Department of Revenue, or any other taxing authorities for any period of time prior to the entry of this Order, such taxes shall be paid, as funds are available in the Receivership Estate, in accordance with the provisions of Paragraph 19 of this Order, except that, to the extent Plaintiff lends funds to the Receivership Estate, those funds are and will be unavailable to satisfy any obligation whatsoever of Longwei or the Subsidiaries. The Receiver shall not be considered a responsible person, or otherwise have any personal liability, for any unpaid tax obligations of Longwei (including for any trust fund taxes, such as payroll or sales tax) withheld but not paid to the proper taxing authority for any period prior to the entry of this Order. The Receiver shall file tax returns for periods commencing on the date of the entry of this Order through completion of the dissolution of Longwei and discharge of the Receiver, as required by applicable federal, state, or local law.

19. The Receiver is directed and empowered to apply revenues, incomes and sales proceeds collected by the Receiver:

(a) first, to payment of costs and expenses of the Receivership Estate, including the costs and expenses of preserving and liquidating the Receivership Property, taxes incurred from the appointment of the Receiver through the conclusion of the Receivership Proceeding and discharge of the Receiver, and compensation due the Receiver and any employees, consultants, or professionals retained by the Receiver;

(b) second, to the payment of any outstanding Receiver's Certificates;

(c) third, to creditors holding obligations secured by the Receivership Property, in the order of their priority of record;

(d) fourth, to the payment of any unsecured tax obligations determined to be due for periods prior to the entry of this Order, pursuant to the tax filing obligations imposed on the Receiver in Paragraph 18 hereof;

(e) fifth, to the payment of unsecured creditors determined to hold legitimate claims against Longwei pursuant to the claims administration procedure adopted by the Receiver, in their legal order of priority; and

(f) sixth, to the preferred and common shareholders of Longwei, as their rights are defined in the Articles of Incorporation, *provided*, however, that Receiver shall make no distribution to Cai Younjun, James Crane, Michael Toups, Yongping Xue, Douglas Cole, Gerald DeCiccio, Dora Dong and Xiaoping Xue on account of their status as shareholders of Longwei, but shall reserve any such distributions pending further order of this Court.

20. The debts or liabilities incurred by the Receiver in the course of his operation and management of the Receivership Property, whether in the Receiver's name or in the name of the Receivership Property, shall be the debts and obligations of the Receivership estate only, and not of the Receiver in a personal capacity.

21. The Receiver shall enjoy the limited judicial immunity usually applicable to receivers. All who are acting, or have acted, on behalf of the Receiver at the Receiver's request are protected and privileged with the same limited judicial immunity as the Receiver has.

22. Nothing herein contained shall be construed as interfering with or invalidating any lawful lien or claim by any person or entity.

23. It is further ordered that all actions that are equitable in nature or purport to seek equitable relief against the Receiver, Longwei, or the Receivership Estate are hereby stayed, pending further action by this Court. The Receiver is instructed to file a request for an Order to Show Cause if any business, entity, or person files any pleading in any other court seeking equitable relief against the Receiver, Longwei or the Receivership Estate without first seeking relief from this Stay.

24. The Receiver shall continue in possession of the Receivership Property until the completion of the disposition of the Receivership Property, the disposition of the proceeds thereof, and the wind-up of the affairs of Longwei.

25. Longwei and Longwei's Representatives, or anyone else in possession of records related to the Receivership Property, shall respond in a timely fashion to requests and inquiries from the Receiver concerning such records, record keeping protocols, filing systems, information sources, algorithms and processes used to store, compile, organize, or manipulate data, and similar matters. With respect to any information or records stored in computer-readable form or located on computers of Longwei or Longwei Representatives, the person in possession of such information or records shall provide the Receiver full access to all media on which such records are located and all computers and the necessary application, system, and other software necessary to review, understand, print, and otherwise deal with such computerized records.

26. The Receiver may at any time, on proper and sufficient notice to all parties who have appeared in this action, apply to this Court for further instructions whenever such

instructions shall be deemed to be necessary to enable the Receiver to perform the duties of his office properly.

27. Notwithstanding anything to the contrary contained in this Order, the Receiver shall not take any action with regard to ownership, operation, control, storage, generation, or disposal of (a) any substance deemed a "hazardous substance," "pollutant," "contaminant," or similar substance under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675, the Conservation and Recovery Act of 1976, the Solid Waste Amendments of 1984, the Superfund Amendments and Reauthorization Act of 1986, and any other amendments; or (b) any other chemical, toxin, pollutant or substance defined as hazardous or dangerous to human health under any other federal, state or local law, regulation, rule or ordinance, including, without limitation thereto, petroleum, crude oil, or any fraction thereof (all collectively referred to herein as "Hazardous Substances"), without first applying for and obtaining an Order of this Court specifically setting forth the action or actions proposed to be taken by the Receiver. Without first applying for and obtaining such an Order of this Court, the Receiver shall have no ownership, control, authority or power (neither shall Receiver have any obligation to exercise ownership, control, authorize or power) over the operation, storage, generation or disposal of any Hazardous Substances. All decisions relating to the ownership, operation, control, storage, generation and disposal of any Hazardous Substances shall be resolved by this Court.

28. Pursuant to C.R.C.P. 66(d)(3), the Receiver shall provide written notice of this action and entry of this Order to any persons in possession of Receivership Property or otherwise affected by this Order.



29. After the initial report required pursuant to Paragraph 11 hereof, the Receiver shall make periodic reports of the condition of the Receivership Estate, on intervals to be agreed to by the Receiver and the Plaintiff, as is reasonably necessary to provide timely reporting of the operations of the Receivership Estate to all interested parties, without imposing undue burden and expense on the Receivership Estate. The Receiver shall not be required to, but as reasonably necessary, may follow generally accepted accounting principles or use auditors or accountants in the preparation of his reports to the Court.

30. Court approval of any Motion filed by the Receiver shall be given as a matter of course, unless any party objects to the request for Court approval within ten (10) business days after service by the Receiver or written notice of such request. Service of Motions by facsimile and electronic transmission is acceptable.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this action for all purposes. The Receiver is hereby authorized, empowered and directed to apply to this Court, with notice to the Plaintiff and Defendants, for issuance of such other Orders as may be necessary and appropriate in order to carry out the mandate of this Court.

IT IS FURTHER ORDERED that this Order shall be effective immediately and will remain in effect until terminated or modified by further order of this Court.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2016.

BY THE COURT:

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SHELLY ILENE GILMAN  
District Court Judge