

SETTLEMENT AGREEMENT

Effective as of this 15th day of August, 2013 (the "Effective Date"), this Settlement Agreement (this "Agreement") is entered into by and among ERIC TORRES ("Torres"); CRAIG TAYLOR ("Taylor"); S. JAMES MARSHALL ("Marshall"); ATLAS COMMODITIES L.L.C. ("Atlas"); ADAM SINN ("Sinn"); XS CAPITAL MANAGEMENT, L.P. ("XS"); and ASPIRE COMMODITIES, L.P. ("Aspire") (collectively, the "Parties" and individually for each of the Parties, "Party") as follows:

RECITALS

WHEREAS, effective as of September 21, 2011, Taylor, Torres, and Marshall entered into the Amended Company Agreement of Atlas Commodities, L.L.C. (as amended, modified, and/or restated, the "Company Agreement");

WHEREAS in 2011, Eric Torres paid \$750,000 for 35% of Atlas and the parties agree that such payment should only have been \$250,000 ;

WHEREAS, Pursuant to Exhibit A of the Company Agreement, Torres owns 35% of the outstanding membership interests of Atlas ("Torres' Company Interest");

WHEREAS, Pursuant to Sections 6.11, 10.6, and 10.7 of the Company Agreement, Torres is or may be subject to certain Non-Competition and Non-Solicitation provisions (the "Non-Compete Provisions");

WHEREAS, Pursuant to Article IX of the Company Agreement, Torres, Taylor, and Marshall may have the obligation to prepare and timely file all tax returns and statements which are required to be filed by any taxing authority (the "Tax Return Provisions");

WHEREAS, claims, disputes, and disagreements arose among the Parties relating to the Company Agreement, the Torres' Company Interest, and the operation of Atlas (collectively, the "Disputes");

WHEREAS, on or about August 15, 2012, Torres filed a lawsuit (the "Lawsuit") in the 157th Judicial District Court of Harris County, Texas (the "Court"), Cause No. 2012-46745, against Taylor, Marshall, and Atlas alleging causes of action for shareholder oppression, violation of the right of inspection, breach of contract, breach of fiduciary duty, fraud in the inducement, negligent misrepresentation, intentional misrepresentation, conversion, statutory theft, and declaratory relief (collectively, including all claims and causes of action that could have been asserted in the Lawsuit, the "Plaintiff's Claims");

WHEREAS, on or about September 19, 2012, Taylor and Atlas filed a counterclaim (the "Counterclaim") in the Lawsuit, against Torres alleging causes of action for fraud, fraudulent inducement, negligent misrepresentation, and conspiracy to commit fraud (collectively, including all claims and causes of action that could have been asserted in the Counterclaim, the "Defendants' Counterclaims");

WHEREAS, on or about February 25, 2013, Taylor and Atlas filed a third-party petition (the "Third-Party Petition") in the Lawsuit, against Sinn, XS, and Aspire alleging causes of action for conspiracy to commit fraud and aiding and abetting fraud (collectively, including all claims and causes of action that could have been asserted in the Third-Party Petition, the "Third-Party Petition Claims");

WHEREAS, on or about March 7, 2013, Sinn, XS, and Aspire filed a third-party counterclaim (the "Third-Party Counterclaim") in the Lawsuit, against Taylor and Atlas alleging causes of action for groundless pleading (collectively, including all claims and causes of action that could have been asserted in the Third-Party Counterclaim, the "Third-Party Counterclaims") (the Plaintiff's Claims, Defendants' Counterclaims, Third-Party Petition Claims, and Third-Party Counterclaims are referred to collectively as the "Claims");

WHEREAS, each of the Parties to this Agreement, without admitting or allocating fault or liability, desires to completely and permanently resolve any and all claims, disputes, issues or matters that exist or may exist among them, which relate in any way whatsoever to their past business and personal dealings, including all claims of every kind and character that arise out of or relate, directly or indirectly, to the Disputes, the Claims, or the Lawsuit.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth below, the Parties have settled and agree as follows:

1. **Return of Torres' Company Interests.** Torres and Atlas agree that as of the Effective Date Torres will assign, transfer, and convey all right, title, and interest in the Torres' Company Interest to Atlas or its designee. For the avoidance of doubt, Torres acknowledges and warrants that as of the Effective Date, he shall have no right, title, or interest in Atlas, nor any rights or claims under or related to the Company Agreement.

2. **Removal of Torres.** Torres and Atlas agree that as of the Effective Date, Atlas will remove Torres as a governing person, officer, director, member, and manager from the following entities: Atlas Commodities, L.L.C.; Atlas Ethanol, L.L.C.; Atlas Refined Products, L.L.C.; Atlas Corn, L.L.C.; Atlas Agricultural Commodities, L.L.C.; Atlas Brokers, L.L.C.; Atlas Crude, L.L.C.; Atlas Natural Gas, L.L.C.; Atlas ERCOT, L.L.C.; Atlas Precious Metals, L.L.C.; and Atlas PJM, L.L.C.

3. **Payment to Torres.** Taylor, Marshall, and Atlas, jointly and severally, agree to pay Torres Five-Hundred Thousand Dollars (\$500,000.00) in settlement of all claims (the "Settlement Amount"). Two-Hundred and Fifty Thousand Dollars (\$250,000.00) of the Settlement Amount shall be paid to Torres on the Effective date (the "Initial Settlement Payment"). The Initial Settlement Payment shall be payable to the law firm of Susman Godfrey, L.L.P., and may be wired to Wells Fargo Bank, 420 Montgomery, San Francisco, CA 94104, ABA #121000248, Account #8073429378 or paid to Susman Godfrey, L.L.P. by other means. The remainder of the Settlement Amount shall be paid at a rate of Ten Thousand Dollars (\$10,000.00) per month for 25 months beginning 30 days after the effective date (the "Settlement

Remainder Payments”). The Settlement Remainder Payments shall not bear interest. The Settlement Remainder Payments shall be made payable to the law firm of Susman Godfrey, L.L.P., and may be wired to Wells Fargo Bank, 420 Montgomery, San Francisco, CA 94104, ABA #121000248, Account #8073429378 or paid to Susman Godfrey, L.L.P. by other means.

4. **Dismissal of Lawsuit and EEOC Claim(s).** Within 10 days after the Effective Date, the Parties shall file the attached Agreed Motion and Order with Court in the Lawsuit requesting the Court to dismiss the Lawsuit in its entirety with prejudice to all parties’ right to re-file any part or aspect of the same, and with each Party to bear his/its own court costs and legal fees. Eric Torres shall additionally file the attached notice with the EEOC notifying it that this matter has been fully and finally resolved, and requesting that Torres’ claim be dismissed with prejudice.

5. **Tax Matters.** Notwithstanding the Tax Return Provisions in the Company Agreement, no K-1 or other partnership return shall be issued to Torres by Atlas for the years 2012 or 2013. The Parties agree that Torres shall not incur any Tax liability for any profits attributed to Atlas for the years 2012 or 2013.

6. **Release by Atlas, Taylor, and Marshall.** Atlas, Taylor, and Marshall, on behalf of themselves and their transferees, predecessors, successors, heirs, affiliates, and assigns, and each of his and those persons’ and/or entities’ past and present agents, advisors, consultants, employees, representatives, officers, directors, shareholders, members, managers, partners and attorneys (collectively, the “Atlas Releasors”), do hereby fully, finally, completely and irrevocably release, acquit, forever discharge, and covenant not to sue any of Torres, Sinn, XS, and Aspire and each of their transferees, predecessors, successors, heirs, affiliates, and assigns, and each of their and those persons’ and/or entities’ past and present agents, advisors, consultants, employees, representatives, officers, directors, shareholders, members, managers, partners (including the Limited Partners) and attorneys (collectively, the “Torres/Sinn Releasees”), of and from any and all past and present debts, suits, claims, actions, causes of action, controversies, demands, rights, damages, losses, expenses, costs, attorneys’ fees, compensation, liabilities, and obligations, suspected or unsuspected, known or unknown, foreseen or unforeseen, arising at any time up to the Effective Date, which the Atlas Releasors have asserted, or at any time could have asserted, based on any acts or events occurring on or before the Effective Date, against any of the Torres/Sinn Releasees with respect to all matters of every type, kind or character, including, but not limited to, those matters arising out of or relating to the Parties’ dealings and/or relationships (whether business, personal, or otherwise), any statements (including statements alleged to be false, misleading or defamatory), actions, acts, errors or omissions of any Party, the Company Agreement including the Non-Compete Provisions, Non-Solicitation Provisions, and the Tax Return Provisions, Torres’ Company Interest, the Dispute, the Lawsuit, and the Claims. Notwithstanding anything contained in the foregoing release, the Atlas Releasors do not release any of the Torres/Sinn Releasees from any claim related to their rights under this Agreement or for any claims that arise after the Closing Date.

7. **Specific Release of Non-Compete and Non-Solicitation Provisions.** The Atlas Releasors do hereby fully, finally, completely and irrevocably release, acquit, forever discharge,

and covenant not to sue Torres of and from any and all past and present debts, suits, claims, actions, causes of action, controversies, demands, rights, damages, losses, expenses, costs, attorneys' fees, compensation, liabilities, and obligations, suspected or unsuspected, known or unknown, foreseen or unforeseen, arising at any time under or related to the Non-Compete and Non-Solicitation Provisions contained in the Company Agreement.

8. **Warranty by Atlas, Taylor, and Marshall.** Atlas, Taylor, and Marshall hereby represent and warrant that they have not assigned or otherwise transferred to any other person or entity any interest in any claims (including the Claims), actions, demands and/or causes of action they have, or may have, or may claim to have in connection with the matters released hereby and/or the persons and entities released herein, and hereby agree to indemnify and hold harmless all persons or entities hereby released from any and all injuries, harm, damages, penalties, costs, losses, expenses and/or liability or other detriment, including, without limitation, all reasonable attorneys' fees incurred as a result of any and all claims, actions, demands, and/or causes of action of whatever nature or character which may hereafter be asserted against any such released persons or entities by any person or entity claiming by, through or under Atlas, Taylor or Marshall by virtue of such an assignment or other transfer. Atlas, Taylor and Marshall further represent and warrant that they are not aware of any actual or potential disputes, claims, or causes of action that they do or may have against any of the Torres Releasees that are not waived and released under the terms of this Agreement.

9. **Release by Torres.** Torres does hereby fully, finally, completely and irrevocably release, acquit, forever discharge, and covenant not to sue any of the Atlas Releasors of and from any and all past and present debts, suits, claims, actions, causes of action, controversies, demands, rights, damages, losses, expenses, costs, attorneys' fees, compensation, liabilities, and obligations, suspected or unsuspected, known or unknown, foreseen or unforeseen, arising on or prior to the Effective Date, which Torres has asserted, or at any time could have asserted, based on any acts or events occurring on or before the Effective Date, against any of the Atlas Releasors with respect to all matters of every type, kind or character, including, but not limited to, those matters arising out of or relating to the Parties' dealings or relationships (whether business, personal, or otherwise), any statements (including statements alleged to be false, misleading or defamatory), actions, acts, errors or omissions of any Party, the Company Agreement including the Non-Compete Provisions, Non-Solicitation Provisions, and the Tax Return Provisions, Torres' Company Interest, the Dispute, the Lawsuit, any contemplated claims to be filed with the EEOC and the Claims. Notwithstanding anything contained in the foregoing release, Torres does not release any of the Atlas Releasors from any claim related to his rights under this Agreement or for any claims that arise after the Effective Date.

10. **Exclusions from Release.** Excluded from the Release above are any claims or rights that Torres may have in connection with Tax Return Provisions in the Company Agreement. The Atlas Releasors shall be solely responsible for all Tax liability that may be owed for any profits attributed to Atlas for the years 2012 or 2013. Should said Tax liability be deemed to be attributed to Torres, the Atlas Releasors agree to hold harmless and indemnify Torres from any and all claims, losses, damages, liability, suits, actions, judgments, costs, taxes, interest, penalties, expenses, and attorneys' fees resulting from any liability or claim of liability for amounts assessed or determined to be due to any federal, state, or local government as a

penalty or payment for any federal, state, or local taxes or other taxes incurred in connection with any profits attributed to Atlas for the years 2012 or 2013.

11. **Warranty by Torres.** Torres hereby represents and warrants that he has not assigned or otherwise transferred to any other person or entity any interest in any claims, actions, demands and/or causes of action he has, or may have, or may claim to have in connection with the matters released hereby and/or the persons and entities released herein, and hereby agrees to indemnify and hold harmless all persons or entities hereby released from any and all injuries, harm, damages, penalties, costs, losses, expenses and/or liability or other detriment, including, without limitation, all reasonable attorneys' fees incurred as a result of any and all claims, actions, demands, and/or causes of action of whatever nature or character which may hereafter be asserted against any such released persons or entities by any person or entity claiming by, through or under Torres by virtue of such an assignment or other transfer. Torres further represents and warrants that he is not aware of any actual or potential disputes, claims, or causes of action they do or may have against any of the Atlas Releasers that are not waived and released under the terms of this Agreement.

12. In the event that Torres is sued in his individual capacity in a civil suit in state or federal court for acts or omissions occurring, or alleged in the complaint to have occurred, within the scope of being a manager and/or member of Atlas, the Atlas Releasers will defend and provide for his defense by providing and paying for costs associated with counsel to represent Torres. If a monetary judgment is awarded against Torres in state or federal court, or the matter is settled, Torres will indemnify and pay, any judgment or settlement, resulting from any acts or omissions occurring, or alleged in the complaint to have occurred, within the scope of being a manager and/or member of Atlas. Torres specifically represents that as of the Effective Date he has no actual or constructive notice of the existence of any such claims or potential claims against him. To the extent that any claim is filed against Torres as described in this paragraph and he had or should have had notice of such claims as of the Effective Date, this indemnity shall be considered null and void and of no force or effect. Further, this indemnity does not apply to any claim filed against Torres in his individual capacity in a civil suit in state or federal court by Adam Sinn, XS Capital, Aspire or any entity in which Sinn owns an interest or with which Sinn is associated.

13. In the event of an investigation by any governmental agency, whether civil or criminal, grand jury investigation, or criminal charges are brought against Torres for acts or omissions occurring, or alleged in the complaint to have occurred, within the scope of being a manager and/or member of Atlas, the Atlas Releasers shall defend and provide for his defense by providing and paying for costs associated with counsel to represent Torres. Torres specifically represents that as of the Effective Date he has no actual or constructive notice of the existence of any such investigation or potential investigation. To the extent that any investigation as described in this paragraph is initiated and Torres had or should have had notice of such investigation or potential investigation as of the Effective Date, this indemnity shall be considered null and void and of no force or effect.

14. **Release by Sinn, XS, and Aspire.** Sinn, XS, and Aspire (the "Sinn Releasers") do hereby fully, finally, completely and irrevocably release, acquit, forever discharge, and

covenant not to sue any of the Atlas Releasers of and from any and all past and present debts, suits, claims, actions, causes of action, controversies, demands, rights, damages, losses, expenses, costs, attorneys' fees, compensation, liabilities, and obligations, suspected or unsuspected, known or unknown, foreseen or unforeseen, arising on or prior to the Effective Date, which the Sinn Releasers have asserted, or at any time could have asserted, based on any acts or events occurring on or before the Effective Date, against any of the Atlas Releasers with respect to all matters of every type, kind or character, including, but not limited to, those matters arising out of or relating to the Parties' dealings or relationships (whether business, personal, or otherwise), any statements (including statements alleged to be false, misleading or defamatory), actions, acts, errors or omissions of any Party, the Company Agreement including the Non-Compete Provisions and the Tax Return Provisions, Torres' Company Interest, the Dispute, the Lawsuit, and the Claims. Notwithstanding anything contained in the foregoing release, the Sinn Releasers do not release any of the Atlas Releasers from any claim related to their rights under this Agreement or for any claims that arise after the Effective Date.

15. **Warranty by Sinn, XS, and Aspire.** The Sinn Releasers hereby represent and warrant that they have not assigned or otherwise transferred to any other person or entity any interest in any claims, actions, demands and/or causes of action they have, or may have, or may claim to have in connection with the matters released hereby and/or the persons and entities released herein, and hereby agrees to indemnify and hold harmless all persons or entities hereby released from any and all injuries, harm, damages, penalties, costs, losses, expenses and/or liability or other detriment, including, without limitation, all reasonable attorneys' fees incurred as a result of any and all claims, actions, demands, and/or causes of action of whatever nature or character which may hereafter be asserted against any such released persons or entities by any person or entity claiming by, through or under the Sinn Releasers by virtue of such an assignment or other transfer. The Sinn Releasers further represent and warrant that they are not aware of any actual or potential disputes, claims, or causes of action they do or may have against any of the Atlas Releasers that are not waived and released under the terms of this Agreement.

16. **Releases Between Sinn, XS, and Aspire and Torres.** Sinn, XS, and Aspire on one hand, and Torres on the other hand shall separately document between themselves any agreement relating to the release of any note obligations related to the Disputes, the Lawsuit or the Claims. Such release is not a part of this Agreement.

17. **Confidentiality.** The Parties agree that this Agreement, the negotiations preceding this Agreement, and the amount of consideration paid pursuant to this Agreement are confidential and will not be disclosed by any Party to any other person or entity, except: (a) the Internal Revenue Service in connection with the filing of any tax or informational return, (b) the Parties' attorneys, accountants or other business or tax advisors, (c) unless compelled to do so by subpoena or other compulsory process, or (d) in the event that a Party must bring or defend a lawsuit filed by or against a Party to protect rights under this Agreement. To the extent that a Party receives a subpoena, record request, or order for production of this Agreement, said Party shall immediately provide all Parties a minimum of ten (10) days notice prior to any required production. To the extent that any third parties seek information from the Parties regarding the Lawsuit, the Disputes or the Claims, the Parties shall either refuse to respond or, if they choose to respond, they shall do so only with words to the effect that all disputes among them have been

fully settled and resolved, and they shall not disclose the amount paid or any of the terms of this Agreement.

18. **Acknowledgement of Continuing Obligations Under the Amended Agreed Confidentiality and Protective Order.** The Parties hereby incorporate the Amended Agreed Confidentiality and Protective Order (“the Confidentiality Order”) filed in the Lawsuit on or about July 8, 2013 into this Agreement. The Parties specifically agree to return or destroy all protected information covered by the Confidentiality in line with the terms and deadlines prescribed by the Confidentiality Order.

19. **Non-Disparagement.** The Parties agree that in exchange for the consideration provided under this agreement, the Parties shall not directly or indirectly, disparage, make or publish any false, derogatory, slanderous or libelous comments about any other Party regarding any matter likely to be harmful to the Party’s business, business reputation or personal reputation. Further, the Parties agree that they shall not solicit from any third party any comments, statements, or the like that may be considered negative, false, derogatory or detrimental to the business reputation of any other Party. Further, the Parties agree that they will not restrict, limit, or prohibit any third party or employee from socializing, fraternizing, or doing business with any other Party.

20. **Notices.** Any notice, demand, request, consent, approval, or communication that any Party gives or is required to give to any other Party or Parties shall be sent by certified mail, return receipt requested, and, if available, facsimile transmission at the addresses set forth below. Any party may change its address by notifying the other Parties in writing.

Notices to Atlas, Taylor, and Marshall shall be delivered to:

Geoffrey Berg
Diamond McCarthy L.L.P.
909 Fannin, 15th Floor
Houston, Texas 77010
Phone : 713-333-5100
Fax : 713-333-5199

Notices to Torres shall be delivered to:

Melissa Moore
Moore & Associates
440 Louisiana, Suite 675
Houston, Texas 77002
Phone: 713-222-6775
Fax: 713-222-6739

Notices to Sinn, XS, and Aspire shall be delivered to:

Chanler A. Langham
Susman Godfrey L.L.P.
1000 Louisiana, Suite 5100
Houston, Texas 77002
Phone: 713-651-9366
Fax: 713-654-6666

21. **No Admission of Liability or Fault.** By entering into this Agreement, the Parties do not admit or acknowledge that they committed any wrongdoing, that they have or had any liability to any other Party, or that their factual and/or legal positions lacked merit, and the Parties expressly deny all allegations of fault and wrongdoing made by any other Party.

22. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed within such State, without giving effect to conflict of laws principles.

23. **Mediation Obligations.** If any dispute arises with regard to the interpretation and / or performance of this Agreement, the Parties agree to resolve that dispute by phone conference with Paul Clote (the "Mediator"). If the Parties cannot resolve their dispute by phone conference, then each agrees to schedule one day of mediation with the Mediator within 30 days of the above phone conference to attempt resolve the dispute before filing any law suit. The costs of the mediation prescribed by this paragraph shall be borne equally by the Parties participating in the mediation.

24. **Venue and Jurisdiction.** Each Party hereby submits to the jurisdiction of any state or federal court in Harris County, Texas for any action, suit or proceeding arising out of or related to this Agreement. The Parties fully intend that venue in Harris County shall be mandatory. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to venue of any such action, suit or proceeding brought in such a court arising out of or related to this Agreement.

25. **No Other Agreements.** This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof and thereof.

26. **No Waiver of Breach.** No breach of any provision of this Agreement can be waived by any Party except in writing. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

27. **Successors and Assigns.** The rights of the Parties hereto, and any of their subsidiaries and affiliates, shall inure to the benefit of any and all of their successors and assigns.

No Party may assign any of its rights or delegate any of its duties hereunder without the written consent of the other Parties.

28. **No Reliance on Undocumented Promises of Any Kind.** The Parties represent and declare that, in executing this Agreement and the Redemption Agreements, they are relying solely on their own judgment, belief and knowledge, and on the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and obligations in this Agreement. The Parties acknowledge that no Party or any of its representatives has made any promise, representation, or warranty whatsoever, written or oral, as any inducement to enter into this Agreement except as expressly set forth in this Agreement. Therefore, in entering into this Agreement, the Parties represent and warrant that they have not relied on or been influenced to any extent by any statements, promises, consideration, representations, or inducements of any kind made by any of the Parties, or by any person representing them, which are not fully set forth in this Agreement.

29. **Agreement Signed Voluntarily and With Authority.** The Parties or their responsible officers or representatives represent and warrant that they have carefully read this Agreement and know and understand its contents, and that they sign the Agreement freely and voluntarily. Each of the representatives executing this Agreement on behalf of his or her respective entities represents and warrants that he or she is empowered to do so and thereby binds his or her respective entities. The Parties acknowledge and agree that this Agreement shall be deemed to have been drafted jointly by all Parties.

30. **Multiple Signed Counterparts of the Agreement are Permitted.** This Agreement may be executed in counterparts and, when each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original, and all counterparts taken together shall constitute one of the same agreement, which shall be binding and effective as to all Parties.

[SIGNATURE PAGES FOLLOW]

Eric Torres

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2013, by Eric Torres.

NOTARY PUBLIC

ATLAS COMMODITIES, L.L.C.

By: _____

Its: _____

STATE OF TEXAS §

§

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this ____ day of _____, 2013, by _____, _____ of Atlas Commodities, L.L.C.

NOTARY PUBLIC

Craig Taylor

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2013, by Craig Taylor.

NOTARY PUBLIC

S. James Marshall

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2013, by S. James Marshall.

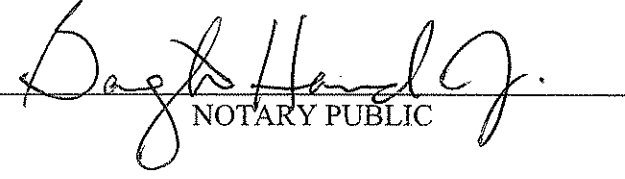
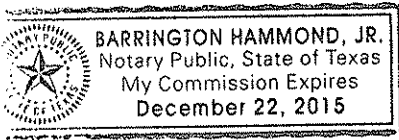
NOTARY PUBLIC



Adam Sinn


STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 16th day of August, 2013, by Adam Sinn.



NOTARY PUBLIC

XS CAPITAL MANAGEMENT, L.P.

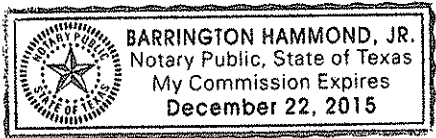
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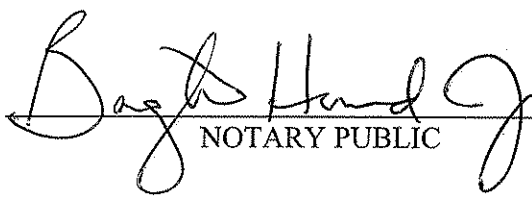
Adam Sinn

Its: President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

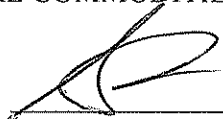
The foregoing instrument was acknowledged before me on this 16th day of August, 2013, by Adam Sinn, President of XS Capital Management, L.P.




NOTARY PUBLIC

ASPIRE COMMODITIES, L.P.

By:



Adam Sinn

Its:

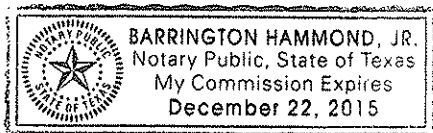
President

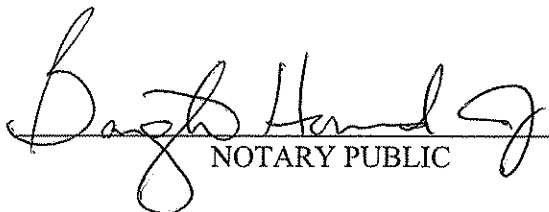
STATE OF TEXAS

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COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 16th day of August, 2013, by Adam Sinn, President of ASPIRE Commodities, L.P.





NOTARY PUBLIC