

this Court's *Order Appointing Receiver* entered by the Court on September 12, 2019 [Dkt. No. 22] (the "Receivership Order"). The terms of the Proposed Sale are set out in the real estate sale contract (the "Agreement"), a true and correct copy of which is attached to the Motion as **Exhibit B** and incorporated herein by reference. The Receiver and the Proposed Buyer shall be referred to collectively as the "Parties". Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

3. The Court, noting that the Parties have entered into the Agreement and that notice was given to those potentially interested parties, as more particularity identified and set forth on the service list attached to the notice of Motion filed contemporaneously with the Motion, of the Proposed Sale, Agreement and Motion; and the Court, having found that no other or further notice need be provided; and the Court, having considered the Agreement; and the Court, having given an opportunity to be heard to all persons requesting to be heard,

IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over this matter pursuant to sections 20(b), 20(d), and 22(a) of the Securities Act, 15 U.S.C. §§77t(b), 77t(d), and 77v(a), and Sections 21(d), 21(e), and 27 of the Exchange Act, 15 U.S.C. §§78u(d), 78u(e), and 78aa.

2. The form and manner of notice of the Proposed Sale and the Motion are hereby determined to have been the best notice practicable under the circumstances and to have been good, proper and sufficient notice to all persons whose interests could be affected by this Order.

3. The Court has been apprised of the negotiations that preceded the Agreement and finds that the Proposed Sale is a result of arms-length negotiations among the Parties in good faith. There is no evidence that the Proposed Sale is the result of collusion among the Parties or that there has been an intent to prejudice the persons who, or the entities which, will be subject to

this Order. The Proposed Buyer, as transferee of the Purchased Assets, is a good faith purchaser.

4. The legal and factual bases set forth in the Motion and on the record establish that the Agreement represents a fair, reasonable, and adequate consideration for the Property.

5. The Receiver is authorized to sell the Property under the terms set forth in the Agreement, to close such sale and to perform any ministerial actions required to close such sale.

6. Upon the occurrence of the closing of the sale of the Property, the Property shall be the sole and exclusive property of the Proposed Buyer (as set forth in the Agreement) free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance (other than encumbrances that run from the land pursuant to applicable law).

7. Payment of the Closing Costs is in the best interest of the Receivership Estate and such Closing Costs may be paid at the closing of the Property.

8. This Court retains jurisdiction (a) to enforce the terms of the Agreement; and (b) enforce the terms of this Order including, but not limited to, any protections afforded to the Parties hereunder.



John Z. Lee
UNITED STATES DISTRICT JUDGE

Entered: 1/9/20