

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

WELLS FARGO BANK, N.A., Trustee for the
registered holders of J.P. Morgan Chase
Commercial Mortgage Securities Corp.,
Commercial Pass-Through Certificates, Series
2004-C3,

Plaintiff,

v.

WALNUT EQUITY PARTNERS, LLC,
TURNPIKE EQUITY PARTNERS, LLC,
MILL EQUITY PARTNERS, LLC, GREAT
EQUITY PARTNERS, LLC, NORTHWOODS
EQUITY PARTNERS, LLC,

Defendants.

Civil Action No.: 10-cv-10287

ORDER APPOINTING RECEIVER

This action was heard upon the return of an order to show cause why a receiver should not be appointed to take possession of the properties of the defendants, Walnut Equity Partners, LLC, Turnpike Equity Partners, LLC, Mill Equity Partners, LLC, Great Equity Partners, LLC, and Northwoods Equity Partners, LLC (collectively, "Defendants"). After hearing, the Court finds as follows:

1. Plaintiff, WELLS FARGO BANK, N.A., Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Pass-Through Certificates, Series 2004-C3 ("Lender" or "Plaintiff"), has established that an event of default by Defendants has occurred under the terms of the promissory note and mortgage and security agreements executed by Defendants;

2. Defendants agreed to the appointment of a receiver in the event of default under the note, mortgages, or assignment of leases and rents;

3. The circumstances are such that to deny the appointment of a receiver could lead to the wasting and loss in value of Plaintiff's collateral.

4. The Defendants represented at the hearing on the Plaintiff's Motion for Appointment of a Receiver that they had no objection to the appointment of a receiver.

It is therefore ORDERED and ADJUDGED that, until further order of the Court:

1. An Order has been entered in a related matter, *CBRE Realty Finance Holdings, LLC v. KS Shiraz Manager, LLC*, Suffolk Superior Court No. 08-03728, by which Judge Spurlock has enjoined KS GS Equity Partners, LLC, KS GS Manager LLC, KS Shiraz Equity Partners, LLC, and KS Shiraz Manager, LLC, and all of their members, officers, directors, principals, agents nominees, representatives, servants, employees, attorneys, assigns, affiliates, and all persons in active concert or participation with them from "interfering with or from failing to cooperate with the Realty Finance Holdings, LLC appointed Manager (i) taking over as Manager of KS-CBRE GS, LLC and KS-CBRE Shiraz, LLC; (ii) obtaining custody and control of all books and records of KS-CBRE GS, LLC and KS-CBRE Shiraz, LLC; and (iii) operating each of the businesses of KS-CBRE GS, LLC and KS-CBRE Shiraz, LLC in the capacity of Manager thereof;" nothing herein shall be construed to supersede or modify Judge Spurlock's order.

2. Attorney John Ottenberg be and hereby is appointed receiver of the estate, properties, money, bank accounts, debts, and effects of every kind and nature of or belonging to the Defendants ("estate"), and he is hereby authorized and directed to collect, receive and take possession and charge of such estate, and to hold and dispose of the same on such terms as he

shall determine, subject to further order of this Court. In so doing, the receiver shall pay all bills as the receiver shall deem necessary and appropriate in discharging the receiver's obligations hereunder. The receiver shall provide notice to all known creditors of the pendency of the receivership.

3. Upon receipt of the books and records by Realty Finance Holdings, LLC from the defendants in the *CBRE* action, Realty Finance Holdings, LLC shall cause such books and records relating to the Defendants and the estate to be delivered to the receiver. The receiver shall take possession and control of all books, records, papers, leases and other documents relating to the estate.

4. The Defendants, their present and former directors, officers, servants, agents, managers, management companies, and attorneys, including but not limited to Kambiz Shahbazi, are hereby ordered to deliver to said receiver all the property, moneys, security deposits, cash, bank accounts, stock in trade and effects of every kind and nature, belonging to the Defendants in their hands, possession, or control, and their officers, servants, agents, and attorneys are hereby restrained and enjoined from collecting any of the debts or accounts due to the Defendants, and from using, spending, injuring, conveying, transferring, selling, or in any manner disposing of or encumbering any of the effects or property as aforesaid, except to deliver them into the hands of said receiver.

5. The receiver is hereby authorized, empowered, and directed to take all actions reasonably necessary to maintain, operate, and preserve the properties and estate during the pendency of the receivership. The receiver shall prepare all necessary tax filings or returns, and shall pay all income or other taxes as may be due by the estate to the extent that such funds are available.

6. The receiver is hereby ordered to collect all rents and other sums due the Defendants for the benefit of the parties entitled thereto and to conserve and manage the assets and estate of the Defendants, to operate the Defendants' businesses, and to provide to the Court an accounting as required by Rule 66 of the Federal Rules of Civil Procedure.

7. To the extent that monthly revenues from the properties exceed monthly expenses, such revenues shall be delivered to the Lender to be applied in accordance with the Note, as that term is defined in the Plaintiff's Verified Complaint, subject to the receiver's discretion to establish any reserves as he deems necessary and appropriate.

8. The receiver is required to file in the office of the clerk of this Court, within sixty days after the date of entry of this order, under oath, a detailed inventory of the properties of which he has possession, or the right of possession, with the estimated value thereof, together with a list of encumbrances thereon; and also a list of the creditors of the receivership and of the Defendants, so far as known to him.

9. The receiver shall provide quarterly reports commencing on July 15, 2010, outlining the income, expenses, assets, and liabilities of the Defendants.

10. The receiver shall deposit all money received by him in some national bank, trust company, co-operative bank or savings bank in his name as receiver.

11. The receiver is authorized and directed to retain such consultants, appraisers, accountants, contractors and others to assist the receiver in fulfilling the duties of the receiver as set forth herein. The receiver will engage Colliers Meredith & Grew to assist in the administration, management, and disposition of the assets.

12. The receiver is authorized and directed to employ his law firm, Ottenberg & Dunkless LLP, to represent the receiver and the receivership estate.

13. The receiver is authorized, empowered and directed to sell, lease, convey, transfer or otherwise dispose of the real and personal property of the Defendants on commercially reasonable terms, subject to notice to all parties entitled thereto and a hearing by this Court, pursuant to 28 U.S.C. §§2001, 2002 and 2004. The receiver may dispose of the properties of the Defendants either free and clear of, or subject to, outstanding liens, leases and security agreements including those of the Plaintiff, subject to the Plaintiff's consent. Disposition of the proceeds from the sale of all or any of the property of the Defendants shall only be made upon notice to all of the parties entitled thereto and a hearing and further order of this Court.

14. Nothing in this Order shall be construed as preventing Plaintiff from exercising any rights granted to it pursuant to the Note, Mortgages, or Rent Assignment, as those terms are defined in the Plaintiff's Verified Complaint filed on February 18, 2010, including but not limited to its right to institute proceedings to foreclose on the loan.

15. The receiver is authorized and empowered to pay all bills, including but not limited to property taxes, in the ordinary course of business. In the event that there is a dispute with respect to the validity or amount of any such payment, the receiver shall move for further directions or orders from this Court.

16. The receiver is hereby authorized, empowered, and directed to initiate, prosecute, defend, compromise, adjust, intervene in, or become party to such legal actions, claims or proceedings related to the properties or collateral as the receiver deems necessary and appropriate to carry out his mandate pursuant to this Order, including actions to obtain accountings.

17. The receiver's compensation shall be established by the court upon reasonable notice to all parties and after hearing. Any requests for compensation shall be subject to such notice and hearing.

18. Any of the parties, or the receiver, may apply to the Court for instructions, and the Court reserves the right to make and enter such further orders, upon appropriate application, as may be necessary or desirable of the administration of the estates.

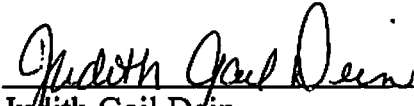
19. This Order enjoins any and all individuals and entities with actual or constructive notice of the receivership from directly or indirectly interfering with the receiver's efforts to discharge his duties as receiver.

20. This Order enjoins any and all individuals and entities with actual or constructive notice of the receivership from concealing, dissipating, or destroying the assets of the receivership estate or any books and records thereto.

21. The receiver shall not be required to post a bond or other surety.

22. The receiver is required to exercise good faith business judgment in fulfilling his duties and responsibilities pursuant to this Order. The receiver is entitled to rely on all outstanding rules of law and court orders, and shall not be liable to anyone for his own good faith compliance with any order, rule, law, judgment, or decree. The receiver shall not be liable for complying with the orders of this Court. In no event shall the receiver be liable for his good faith compliance with the terms and provisions of this Order, nor shall he be liable to anyone for any action taken or omitted by him except upon a finding by this Court that he acted or failed to act as a result of misfeasance, bad faith, gross negligence, or in reckless disregard of his duties. Any judgment recovered against the receiver, as such, or against the Defendants, shall be payable only from the Defendants' funds.

SO ORDERED,



Judith Gail Dein
Ch. U.S. Magistrate Judge

DATED: 3/17/10