

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

UNITED STATES SECURITIES AND
EXCHANGE COMMISSION,

Plaintiff,

Case No. 17-cv-10963
Hon. Matthew F. Leitman

v.

TREASURE ENTERPRISE LLC,
PATRICIA ENRIGHT GRAY and LARRY
ALLEN HOLLEY

Defendants,

and

KINGDOM ASSET MANAGEMENT LLC
and CARLEEN RENEE HOLLEY,

Relief Defendants.

**ORDER GRANTING THIRD MOTION OF RECEIVER
FOR AUTHORITY TO SELL REAL ESTATE LOCATED AT
4488 W. BRISTOL ROAD, FLINT TOWNSHIP, MICHIGAN**

This matter having come before the Court upon the *Third Motion of Receiver for Authority to Sell Real Estate Located at 4488 W. Bristol Road, Flint Township, Michigan* (“Motion”) filed by O’Keefe & Associates Consulting, LLC and Patrick O’Keefe (“Receiver”); due and sufficient notice having been given; no objections to the relief requested in the Motion having been filed or asserted; a hearing having been held on June 14, 2022 at 1:00 p.m., and the Court being fully advised in the premises:

THE COURT HEREBY FINDS THAT:

A. This Court has jurisdiction over this action pursuant to Section 22 of the Securities Act of 1933 [15 U.S.C. § 77a *et seq.*] and Section 27 of the Securities Exchange Act of 1934 [15 U.S.C. § 78a *et seq.*] (the “Exchange Act”).

B. Venue is proper in this Court pursuant to Section 27 of the Exchange Act.

C. The Receiver is the duly appointed receiver pursuant to this Court’s *Sealed Order Appointing Receiver* [Docket No. 10] entered on March 28, 2017 (the “Receivership Order”).

D. Due, timely and appropriate notice of the Motion and an opportunity to object or be heard with respect to the Motion and the relief requested therein has been provided to all interested persons and entities.

E. The Court has reviewed the Motion and all other pleadings of record related to the Motion, including the Purchase Agreement between the Receiver and ABC Real Estate Development, LLC (“ABC”), attached as Exhibit A to the Motion (“ABC Purchase Agreement”).

F. The ABC Purchase Agreement is the result of an arm’s length negotiation, undertaken consistent with and within the scope of the Receiver’s duties under the Receivership Order.

G. No further publication of the sale under 28 U.S.C. §2002 is required, for the reasons specified in the Motion.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED THAT:

1. The Motion is GRANTED in its entirety.
2. The Order previously entered on April 24, 2020, approving the sale of the Property to Michael Zeid, on behalf of an entity to be formed [Docket No. 213], is null and void to the extent necessary to permit the sale to ABC to proceed to close; provided, however that the Receiver and Mr. Zeid reserve all other rights related to the *Motion to Compel Purchaser to Close on the Sale of 4488 Bristol, Flint Township, Michigan* [Docket No. 225] pending between the parties.
3. The Receiver is authorized to sell the Property commonly known as 4488 W. Bristol Road, Flint Township, Michigan, as more fully described in the ABC Purchase Agreement, free and clear of all liens, claims and encumbrances, pursuant and subject to, the terms of the ABC Purchase Agreement, with all contingencies waived.
4. The Receiver is authorized to enter into the ABC Purchase Agreement.
5. The Notice Requirements of 28 U.S.C. §2002 have been satisfied.
6. This Court's October 2, 2019 *Order Compelling Bobbie Kirby to Execute and to Deliver to Receiver's Title Company (I) Signed Escrow Agreement*

and Discharge of Lien, and (II) Letter of Instructions Regarding Recording of Discharge of Lien, in Connection with Closing on Sale of Real Estate Located at 4488 Bristol Road, Flint Township, Michigan [Docket No. 187] remains in full force and effect and Ms. Kirby must comply with the obligations set forth therein.

7. In connection with the closing under the ABC Purchase Agreement, the Receiver is authorized to execute any and all documents reasonably required to consummate the sale of the Property, and to take all steps reasonable and necessary related thereto, including but not limited to, the payment of usual and customary pro-rations and all ordinary and necessary closing costs and commission to Signature Associates.

8. All liens against the Property shall be transferred to the proceeds of sale, and shall not be disbursed, pending further order of this Court (provided, however, that unpaid taxes and water bills which constitute a lien against the Property, may be paid at the time of closing). This includes the liens of Old Kent Bank, Goyette Mechanical and Bobbie Kirby, unless discharged prior to closing. The proceeds claimed by Bobbie Kirby shall be held in accordance with the Escrow Agreement previously executed by Bobbie Kirby and the Receiver.

IT IS SO ORDERED.

/s/Matthew F. Leitman
MATTHEW F. LEITMAN
UNITED STATES DISTRICT JUDGE

Dated: June 15, 2022