

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

UNITED STATES SECURITIES AND
EXCHANGE COMMISSION,

Plaintiff,

v.

TREASURE ENTERPRISE LLC,
PATRICIA ENRIGHT GRAY and LARRY
ALLEN HOLLEY

No. 17-cv-10963
Hon. Marianne O. Battani

Defendants,

and

KINGDOM ASSET MANAGEMENT LLC
and CARLEEN RENEE HOLLEY,

Relief Defendants.

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

This matter having come before the Court upon the *Amended Motion of Receiver for Authority to Sell Real Estate Located at 4488 Bristol Road, Flint Township, Michigan* (the “Motion”) filed by O’Keefe & Associates Consulting, LLC and Patrick O’Keefe (the “Receiver”); due and sufficient notice having been given; no objections to the relief requested in the Motion having been filed, or all such objections having been overruled; 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.

F. An Objection was filed by Bobbie Kirby (Dkt. No. 163) and a hearing was held before this Court on June 4, 2019.

G. At the June 4, 2019 hearing, Bobbie Kirby was granted the opportunity to provide a better and higher offer for 4488 Bristol Road on or prior to June 18, 2018.

H. On June 18, 2019, Bobbie Kirby's counsel informed the Receiver that Bobbie Kirby would not be placing a higher and better offer for the reasons stated on the record.

I. The Real Estate Purchase Agreement (the "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.

J. The notice requirements of 28 U.S.C. §2002 are not required given that publication of the sale was previously made and the purchase and sale of the Property is otherwise consistent with the requirements of 28 U.S.C. §2002.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED THAT:

1. The Motion is GRANTED in its entirety.
2. The Objection of Bobbie Kirby is overruled.
3. The Order previously entered approving the sale of the Property on February 21, 2018 [Docket No. 103] is null and void.
4. The Receiver is authorized to sell the Property commonly known as 4488 Bristol Road, Flint Township, Michigan and more fully described in the Purchase Agreement attached as **Exhibit A** to the Motion (the "Property"), free and clear of all liens, claims and encumbrances, pursuant and subject to the terms of the Purchase Agreement.

5. The Receiver is authorized to enter into the Purchase Agreement.
6. The Notice Requirements of 28 U.S.C. §2002 are not required.
7. The Receiver is authorized to sell the Property commonly known as 4488 Bristol Road, Flint Township, Michigan and more fully described in the Purchase Agreement attached as **Exhibit A** to the Motion (the “Property”), free and clear of all liens, claims and encumbrances, pursuant and subject to the terms of the Purchase Agreement.
8. The Receiver is authorized to enter into the Purchase Agreement.
9. In connection with the closing under the 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 subject to usual and customary pro-rations and all ordinary and necessary closing costs and commission to Signature Associates.

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.

It is so ordered, this 27th day of June, 2019.

s/Marianne O. Battani
MARIANNE O. BATTANI
United States District Judge