

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS, WILLIAM STENGER,
JAY PEAK, INC., Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II. L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES, L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants,

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC., NORTH EAST
CONTRACT SERVICES, INC., Q BURKE
MOUNTAIN RESORT, LLC,

Relief Defendants, and

Q BURKE MOUNTAIN RESORT, HOTEL AND
CONFERENCE CENTER, L.P.,
Q BURKE MOUNTAIN RESORT GP SERVICES, LLC

Additional Defendants

**MOTION FOR (I) APPROVAL OF SETTLEMENT BETWEEN
RECEIVER, INTERIM CLASS COUNSEL, AND RAYMOND
JAMES & ASSOCIATES, INC.; (II) APPROVAL OF FORM, CONTENT
AND MANNER OF NOTICE OF SETTLEMENT AND BAR ORDER;
(III) TEMPORARY STAY OF RELATED LITIGATION AGAINST
RAYMOND JAMES & ASSOCIATES, INC.; AND (IV) ENTRY OF
BAR ORDER; INCORPORATED MEMORANDUM OF LAW**

Michael I. Goldberg, as the court-appointed receiver (the “Receiver”) for Jay Peak, Inc., Q Resorts, Inc., Jay Peak Hotel Suites L.P., Jay Peak Hotel Suites Phase II L.P., Jay Peak Management, Inc., Jay Peak Penthouse Suites L.P., Jay Peak GP Services, Inc., Jay Peak Golf and Mountain Suites L.P., Jay Peak GP Services Golf, Inc., Jay Peak Lodge and Townhouses L.P., Jay Peak GP Services Lodge, Inc., Jay Peak Hotel Suites Stateside L.P., Jay Peak GP Services Stateside, Inc., Jay Peak Biomedical Research Park L.P., AnC Bio Vermont GP Services, LLC, Q Burke Mountain Resort, Hotel and Conference Center, L.P., Q Burke Mountain Resort GP Services, LLC, Jay Construction Management, Inc., GSI of Dade County, Inc., North East Contract Services, Inc., and Q Burke Mountain Resort, LLC (collectively, the “Receivership Entities”), in the above-captioned civil enforcement action (the “SEC Action”), files this *Motion for (i) Approval of Settlement between Receiver, Interim Class Counsel, and Raymond James & Associates, Inc.; (ii) Approval of Form, Content and Manner of Notice of Settlement and Bar Order; (iii) Temporary Stay of Related Litigation Against Raymond James & Associates, Inc.; and (iv) Entry of a Bar Order; Incorporated Memorandum of Law* (the “Motion”).

I. **Introduction**

The Receiver is pleased to report that, after only one year since being appointed, he and Raymond James & Associates, Inc. (“Raymond James”), along with Interim Class Counsel (as defined below), have reached a settlement pursuant to which Raymond James will be paying One Hundred Fifty Million Dollars (\$150,000,000.00). This is an incredibly broad-sweeping settlement that provides the Receiver with sufficient funds to pay all past-due contractors (and there are well over 40 of them), all past-due vendors and trade creditors (and there are well over 500 of them, comprising local businesses in Vermont, non-profits, and municipalities), and all

investors who are unable to receive their green cards (and there are over 130 of them). The latter component of the settlement, in particular, is critical, because the current EB-5 visa investment program is set to expire on April 28, 2017, and some of the proposals that legislators are currently debating increase the investment threshold from \$500,000.00 to \$1.35 million (in areas of high unemployment) and \$1.8 million (in all other areas). As a result, the settlement allows the Receiver to continue construction and operations of the resorts and to ensure that all investors either obtain their permanent residency or, if that is not possible, obtain a refund of their principal investment so they can seek other EB-5 opportunities as quickly as possible.

In other words, and at the risk of being immodest, this is an incredible settlement of which the Receiver is very proud. Indeed, Governor Phil Scott, the Governor of the State of Vermont, said:

This is significant for the hundreds of businesses, contractors and investors that have been harmed by this alleged fraud ... I want to thank our Department of Financial Regulation and Mr. Goldberg for their work in securing these settlement funds, which will make whole many of the impacted individuals and businesses.

Michael Pieciak, Commissioner of the Vermont Department of Financial Regulation, said:

DFR is tremendously pleased with Mr. Goldberg's efforts to achieve this settlement for Vermont businesses and municipalities, and all those impacted in this matter ... To achieve this type of a settlement – one that fully reimburses all unpaid creditors in a year's time – is truly unique, and it also represents the largest recovery settlement ever for an EB-5 fraud case.

The settlement resolves all non-governmental civil claims brought against Raymond James relating to the Jay Peak fraud, including (a) claims brought by the Receiver in his action captioned *Goldberg v. Raymond James & Associates, Inc. et al.*, Case No. 16-CV-21831-JAL (S.D. Fla.) (the “Receiver’s Action”); (b) claims brought by the investors in the Receivership Entities (the “Investors”) in the putative class action captioned *Daccache et al. v. Raymond*

James & Associates, Inc. et al., Case No. 16-CV-21575-FAM (S.D. Fla.) (the “Investor Class Action”); and (c) claims brought by investors in various non-class cases currently pending in state and federal court.¹ It represents a remarkable recovery for the Receivership Entities and the Investors, all of whom are unfortunate victims of Defendant Ariel Quiros’ fraud.

The terms of the settlement are more fully set forth in the Settlement Agreement, dated April 13, 2017 (the “Settlement Agreement”), attached as Exhibit “A” to this Motion. By this Motion, the Receiver seeks a two-step process towards approval of the Settlement Agreement to ensure that all parties affected by the Settlement Agreement receive sufficient notice of the settlement and its terms and are adequately protected.²

First, the Receiver requests that the Court enter an order substantially in the form and substance as the proposed order attached as Exhibit A to the Settlement Agreement (the “Preliminary Approval Order”). The Preliminary Approval Order preliminarily approves the Settlement Agreement and establishes final approval procedures—including procedures for providing notice to parties affected by the settlement, along with an opportunity to object and participate in the final approval hearing. The Receiver believes that the Preliminary Approval Order can be entered without a hearing on the basis of the substantial matters of law and fact set forth in this Motion.³

Second, the Receiver requests that, after the requirements and procedures of the Preliminary Approval Order are met, the Court enter an order substantially in the form and

¹ The settlement does not resolve claims of any federal or state governmental bodies or agencies, including but not limited to the claims of the Securities and Exchange Commission (the “SEC”).

² The two-step procedure is the same procedure the Court utilized in approving the Receiver’s previous settlement with Citibank, N.A. [D.E. 207].

³ Significantly, section 3(d) of the Settlement Agreement allows the Receiver, upon issuance of the Preliminary Approval Order, to have immediate access to \$4.5 million to begin to pay contractor claims and expenses related to Stateside Phase VI.

substance as the proposed order attached as Exhibit B to the Settlement Agreement (the “Bar Order”), which shall serve as the Court’s final order approving the Settlement Agreement and barring all non-governmental claims against Raymond James, as further described below.⁴

II. **Background**

A. Commencement of the SEC Action and Appointment of the Receiver

The Court appointed the Receiver in the SEC Action to exercise dominion and control over, and act as sole legal representative for, the Receivership Entities. Specifically, the Receiver derives his authority over the Receivership Entities from the Court’s Order Granting Motion for Appointment for Appointment of Receiver [ECF No. 13] (the “Receivership Order”), entered at the request of the SEC. [ECF No. 7]. The Receiver’s authority includes the authority to institute actions and legal proceedings for recovery on behalf of the Receivership Entities and to compromise or settle claims of the Receivership Entities against third parties. *See* Receivership Order ¶¶ 1–2, 6.

The Complaint in the SEC Action alleges, *inter alia*, that defendants Ariel Quiros (“Quiros”) and William Stenger, in violation of federal securities laws, controlled and utilized the various Receivership Entities in furtherance of a fraud on the Investors under the federally-created EB-5 visa program, and seeks various forms of relief, including appointment of the Receiver. The first six limited partnerships that Quiros used in furtherance of the fraud (defined below as Suites Phase I, Hotel Phase II, Penthouse Phase III, Golf and Mountain Phase IV, Lodge and Townhouses Phase V, and Stateside Phase VI) were used to develop and expand the Jay Peak resort located in the Village of Jay, Vermont (the “Jay Peak Resort”). The seventh

⁴ As is set forth in the Settlement Agreement, the settlement is conditioned on Raymond James receiving the Bar Order in substantially the same form as the proposed bar order attached to the Settlement Agreement.

limited partnership (defined below as Biomedical Phase VII) raised funds to purchase land and develop a biomedical research facility in Newport, Vermont. The eighth limited partnership (defined below as Q Burke Phase VIII) was used to develop and expand the Burke Mountain hotel and ski area located in East Burke, Vermont (the “Burke Mountain Hotel”).⁵

B. The Receiver’s Contentions and Settlement between Raymond James and the Receiver

Raymond James helped Quiros execute financial transactions, obtain collateralized loans, and move funds among the various accounts until Quiros moved his banking operations to another financial institution in late 2014. In the Receiver’s Action, the Receiver contends that Raymond James is liable to the Receivership Entities for its role in the fraud that harmed the Receivership Entities. Specifically, the Receiver asserts claims against Raymond James for aiding and abetting breach of fiduciary duty, conspiracy to breach fiduciary duty, and fraudulent transfers. Raymond James denies any participation in the fraud and denies that it is liable to the Receiver for any damages. The Receiver and Raymond James have engaged in months of discovery.

To provide relief to the Receivership Estate and Investors and to avoid the expense and delay of litigation, the Receiver and Raymond James began settlement discussions in July 2016. At that point, the Receiver was in control of two massive ski resorts, but they were burdened by millions of dollars in unpaid bills, liens that had been filed against the resorts, literally hundreds of employees, insufficient cash reserves, and the end of the ski season, which meant months of continuous losses. Even worse, Biomedical Phase VII had raised over \$80 million and there was next to nothing to show for it, so those investors had no way of qualifying for their green cards.

⁵ Q Burke Phase VIII was not included in the SEC’s complaint, but was subsequently added as a receivership entity after the Receiver filed a motion to expand the receivership and the Court entered an order granting the motion. [D.E. 60].

The Receiver was therefore concerned about finding a way to obtain the funds to keep the resorts operating for the benefit of all Investors and to give the Investors in Biomedical Phase VII an opportunity to invest in another project.

As a result, shortly after the Receiver filed his complaint against Raymond James, the Receiver and his counsel reached out to Raymond James to discuss the potential resolution of the Receiver's claims. The Receiver and Raymond James had numerous telephonic conferences and in-person meetings and the parties worked in good faith in an attempt to reach a resolution of the Receiver's claims. Over this time period, the Receiver and Raymond James made significant progress towards reaching the final resolution of their dispute. In February 2017, in order to obtain a global settlement, the Receiver invited Interim Class Counsel to attend a two-day mediation before Bruce Greer, a skilled mediator. At that mediation, the Receiver, Interim Class Counsel and Raymond James agreed to a global settlement of all claims against Raymond James to avoid further expense, delay and the risk and uncertainty of litigation, without admission of any liability or concession of potential defenses.

C. The Investor Actions

As stated above, there is a putative class action brought by Investors that is defined above as the Investor Class Action. In that action, the Kozyak Tropin & Throckmorton firm was appointed interim class counsel with exclusive authority to negotiate on behalf of the putative investor class ("Interim Class Counsel"). Other Investors have brought additional, separate actions against Raymond James in federal and state courts in Florida and Vermont. Some of the other actions have been consolidated into the Investor Class Action; others have not and remain as independent actions. The other actions include: *Gonzalez-Calero, et al., v. Raymond James et al.*, Case No 16-017840-CA-01 (Fla. 11th Cir.); *Zhang et al. v. Raymond James et al.*, Case No. 1:16-cv-24655-KMW (S.D. Fla.); *Waters v. Raymond James*, Case No. 11-2016-CA-001936-

00001 (Fla. 20th Cir.); *James B. Shaw, et al., v. Raymond James Financial, Inc., et al.*, Case No. 16-cv-129 (D. Vt.) (consolidated); *Carlos Enrique Hiller Sanchez v. Raymond James & Associates, Inc., et al.*, Case No. 16-cv-21643-KMW (S.D. Fla.) (consolidated); *Milos Čitaković, et al. v. Raymond James & Associates, Inc., et al.*, Case No. 16-014261-CA 01 (Fla. 11th Ct.) (voluntarily dismissed); *Jose R. Casseres-Pinto v. Ariel Quiros, et al.*, Case No. 16-cv-22209-DPG (S.D. Fla.) (consolidated); and *Minggan Wei and Zhao Wei v. Ariel Quiros, et al.*, Case No. 602-7-16 CNCV (Vt. Sup. Ct.) (voluntarily dismissed). (All actions by Investors against Raymond James, including the Investor Class Action, shall be collectively referred to as the “Investor Actions”). Raymond James similarly disputes its liability with respect to the Investor Actions. The Investors in the Investor Class Action are also parties to the Settlement Agreement through Interim Class Counsel, as appointed by the Honorable Federico A. Moreno in the Investor Class Action.

D. Settlement Terms and Conditions

The principal terms of the Settlement Agreement are as follows:⁶

- (i) Raymond James pays the Receiver \$150,000,000 (the “Settlement Amount”) in three tranches: *first*, \$4,500,000, which was paid before execution of the Settlement Agreement in connection with Raymond James’ previous settlement with the State of Vermont; *second*, \$91,700,000, paid within 20 days after entry of the Bar Order; and third, \$53,800,000, paid within 20 days after the Bar Order becomes Final (as that term is defined in the Settlement Agreement).
- (ii) The Receiver moves for entry of the Preliminary Approval Order and complies with the applicable notice requirements and procedures contained therein.
- (iii) The Court issues the Bar Order, which as stated herein and in the Settlement Agreement, enjoins all persons (except federal or state governmental bodies or agencies) from suing or continuing suit against Raymond James in connection

⁶ This description of the Settlement Agreement is only a summary; the Settlement Agreement memorializes all of the terms and conditions of the parties’ agreement and all parties in interest are encouraged to review the Settlement Agreement in full in order to have a complete understanding of its terms and conditions.

with this action, the Receivership Action, the Investor Actions, the Receivership Entities, the Jay Peak Resort, or the Burke Mountain Hotel.

- (iv) The Receiver distributes, disburses, and uses the Settlement Amount in accordance with the terms of the Settlement Agreement.
- (v) The Receiver executes or seeks execution of various releases and assignments, as applicable, in favor of Raymond James.
- (vi) The Receiver, Investors, and Raymond James mutually release each other as and to the extent set forth in section 5 of the Settlement Agreement.
- (vii) The Receiver and Class Counsel dismiss with prejudice their claims against Raymond James and its former employee, Joel N. Burstein.

As stated above, it is a condition precedent to the effectiveness of the Settlement Agreement and to the Receiver's receipt of the entire Settlement Amount that the Court issue the Bar Order.

E. Facts Supporting Approval of the Settlement Agreement and Issuance of the Bar Order

The Receiver has diligently investigated all claims he believes could be brought against Raymond James and has reviewed substantial documentation obtained through discovery and from third parties. The Receiver has also extensively analyzed his claims and the nature of the evidence available to support those claims. Similarly, the Receiver has analyzed the claims asserted in the Investor Actions, as has Interim Class Counsel.

The Receiver's claims against Raymond James and those asserted in the Investor Actions involve hotly disputed facts that would require substantial time and expense to litigate, with attendant uncertainty as to the outcome of such litigation and any ensuing appeal. Most importantly, continued litigation among the Receiver, the Investors, and Raymond James will substantial delay *any* potential recovery to the Investors. As stated above, the timing of the settlement is critical because the current EB-5 visa investment program is set to expire on April 28, 2017 (although an extension is pending and expected) and some of the proposals that

legislators are currently debating increase the investment threshold from \$500,000.00, which is what the Investors invested in the Jay Peak Resort and Burke Mountain limited partnerships, to \$1.35 million (in areas of high unemployment) and \$1.8 million (in all other areas). As a result, the Settlement Agreement affords the Receiver the ability to maintain the Receivership Estate operations and ensure Investors either obtain their permanent residency or, if that is not possible, obtain a refund of their principal investment so they can seek other EB-5 opportunities as quickly as possible should they so desire.

The Settlement Agreement, therefore, addresses these immediate needs and it is the Receiver's belief that the Settlement Agreement affords all investors the best possibility of achieving their desired immigration status (and the highest possible return of their investment) or the possibility to move to another EB-5 opportunity that will achieve their desired immigration status and a return on their investment. Accordingly, the Receiver has no doubt that the Settlement Agreement is in the best interest of the Investors and the Receivership Entities.

Specifically, the Settlement Amount permits the Receiver to preserve the value of the Receivership Estate and directly and indirectly benefit the Investors and creditors as follows:

Amount	Beneficiary	Use of Funds
\$15,391,386.47	Investors in Jay Peak Hotel Suites L.P. (" <u>Phase I</u> ")	Satisfy all principal obligations for all promissory notes in favor of the Investors in Phase I (<i>i.e.</i> , return of principal).
\$5,100,000.00	Investors in Jay Peak Hotel Suites Phase II L.P. (" <u>Phase II</u> "), Jay Peak Penthouse Suites L.P. (" <u>Phase III</u> "), Jay Peak Golf and Mountain Suites L.P. (" <u>Phase IV</u> "), Jay Peak Lodge and Townhouses L.P. (" <u>Phase V</u> "), Jay Peak Hotel Suites Stateside L.P.	Satisfy all past-due trade debt on the Jay Peak Resort and the Burke Mountain Hotel; Investors in these Phases (Phase II, Phase III, Phase IV, Phase V and Phase VI) will also receive the benefit of the proceeds of sale of the Tram Haus Lodge (which had been owned by the Phase I partnership), related assets owned by Jay Peak, Inc., and a release of all claims by other

	(“Phase VI”), and Q Burke Mountain Resort, Hotel and Conference Center, L.P. (“Phase VIII”)	Receivership Entities for funds from their partnerships that may have been used to construct these projects.
\$19,687,000.00	Investors in Phase VI	Complete construction of Phase VI needed for Phase VI Investors to become eligible for permanent residency under EB-5 program requirements; and pay off all construction liens encumbering this project. Completing construction of Phase VI will also benefit Phases II, III, IV, and V by increasing the overall value of the Jay Peak Resort.
\$67,000,000.00	Investors in Jay Peak Biomedical Research Park L.P. (“Phase VII”)	Provide refunds of all principal investments to all remaining Phase VII Investors and allowing them to retain a claim for the potential return of their administrative fee payments.
\$6,600,000.00	Investors in Phase VIII	Satisfy all contractor claims and additional obligations at the Burke Mountain Hotel
\$10,000,000.00 (in escrow)	Investors in Phase VIII	Provide refunds of all principal for up to twenty Phase VIII Investors who, based on current projections, may not be granted permanent residency under the EB-5 program if the requisite number of jobs is not created. ⁷
\$1,000,000.00	Investors in Phase VIII	Provide refunds of all principal investments to the Phase VIII Investors whose I-526 petitions were denied prior to the SEC Action
\$25,000,000.00	All Investors and their counsel	Create fund for attorneys’ fees and costs in the Investor Actions, to be disbursed as approved by this Court, thereby obviating the need

⁷ This escrow is essentially acting as a back stop in the unlikely event that the Burke Mountain Hotel does not create sufficient jobs. Although there is no guarantee, the Receiver is optimistic that sufficient jobs for all or most of the Investors will be created. If the \$10,000,000.00 earmarked for possible Phase VIII refunds is not used, Raymond James will receive the return of these unused funds.

		for any Investors to compensate their attorneys from their own funds.
Remaining balance	Receivership Estate	Use for general benefit of Receivership Estate, subject to approval by this Court

In the aggregate, the Settlement Agreement contemplates that approximately 142 contractors and 513 trade creditors will be paid in full and at least 169 investors will be paid all of their principal.

As is clear, the Settlement Amount will substantially benefit **all** of the Investors and will be used to maximize the Receivership Estate's value. Large groups of investors are receiving the immediate return of their full principal investment because EB-5 laws and regulations might be changing to increase the minimum investment needed to qualify for permanent residency. Through this settlement, these investors will be permitted to take their refunds and move to another EB-5 project as quickly as possible.⁸ Other investors are receiving the full principal payoff of their promissory notes. And other investors, virtually all of whom have received or are eligible to receive their green card status, are also receiving a payoff of liens and trade debt on the resorts, along with completed construction and additional assets (such as the Tram Haus Lodge and other mountain related assets), all of which will radically enhance the value of the resorts and allow for their sale as a single asset. In return, Raymond James seeks dismissals from the lawsuits currently filed against it, protections from future lawsuits, and various assignments of interests and proceeds. The Receiver considers the contemplated exchange more than reasonable and an overall great result for the Receivership Estate.

⁸ The Receiver is also working to have changes made to existing EB-5 laws which will provide relief to victims of EB-5 fraud and is hopeful that Congress may soon pass new legislation that will provide relief to such victims enabling them to reinvest their funds in other projects while still maintaining their current immigration status.

A critical aspect of the transaction, entry of the Bar Order, has been a condition of any settlement with Raymond James since the commencement of the parties' settlement discussions. In colloquial terms, Raymond James' willingness to settle so generously is contingent upon "global peace" with respect to all claims that could be asserted against Raymond James relating in any way whatsoever to the Jay Peak fraud, the Receiver's Action, and the Investor Actions. Raymond James needs to ensure that it will pay—albeit a substantial payment—only once.

As a result, the Bar Order is a condition precedent to the effectiveness of the Settlement Agreement and to full receipt of the Settlement Amount. Parties affected by the Bar Order will receive notice in the manner set forth below and provided in the Preliminary Approval Order.

F. Settlement Approval Procedures

To afford parties affected by the Settlement Agreement and the Bar Order notice and an opportunity to object and participate in a hearing, should they wish to do so, the Receiver proposes the following procedures for notice, objections and a hearing (the "Settlement Approval Procedures"): ⁹

- (i) Notice. The Receiver will prepare a notice substantially in form and content as Ex. C to the Settlement Agreement (the "Notice"), which will contain a description of the Settlement Agreement and the Bar Order and afford affected parties the opportunity to obtain copies of all the settlement-related papers; the notice will be distributed in accordance with items (ii), (iii) and (iv) below.
- (ii) Service. The Receiver will serve the Notice no later than ten days after entry of the Preliminary Approval Order via email (or if no electronic mailing address is available, then by first class U.S. mail, postage prepaid) to
 - a. all counsel who have appeared of record in the SEC Action;
 - b. all counsel for all investors who are known by the Receiver to have appeared of record in any legal proceeding or arbitration commenced by or on behalf of any individual investor or putative class of investors

⁹ Again, these are essentially the same procedures adopted by the Court in connection with the Receiver's previous settlement with Citibank, N.A. [D.E. 207].

- seeking relief against any person or entity relating in any manner to the Receivership Entities or the subject matter of the SEC Action;
- c. all known investors in each and every one of the Receivership Entities identified in the investor lists in the possession of the Receiver at the addresses set forth therein;
 - d. all known non-investor creditors of each and every one of the Receivership Entities identified after a reasonable search by the Receiver;
 - e. all parties to the SEC Action and the Investor Actions;
 - f. all known professionals, financial institutions, and consultants of the Receivership Entities identified by Raymond James from discovery in the Receiver's Action or Investor Actions;
 - g. all known owners, officers, directors, and senior management employees of the Receivership Entities identified by Raymond James from discovery in the Receiver's Action or Investor Actions; and
 - h. other persons identified by Raymond James from discovery in the Receiver's Action or Investor Actions.
- (iii) Publication. The Receiver will publish the Notice no later than ten days after entry of the Preliminary Approval Order
- a. twice a week for a period of three consecutive weeks in each of the Burlington Free Press and Vermont Digger; and
 - b. on the website maintained by the Receiver in connection with the SEC Action (www.JayPeakReceivership.com), on which there is a "drop down" feature that permits viewers to convert website text to seven languages.
- (iv) Copies upon Request. The Receiver will provide promptly copies of the Motion, the Settlement Agreement, and all exhibits and attachments thereto, to any person who requests such documents via email to Kimberly Matregrano at kimberly.matregrano@akerman.com, or via telephone by calling Ms. Matregrano at 954-759-8929.
- (v) Evidence of Compliance. No later than five days before the Final Approval Hearing (defined below), the Receiver will file with the Court written evidence of compliance with items (i) through (iv) above either in the form of an affidavit or declaration.
- (vi) Hearing. The Receiver requests that the Court schedule a hearing (the "Final Approval Hearing") to consider final approval of the Settlement Agreement and

entry of the Bar Order on a date that is at least sixty calendar days after the entry of the Preliminary Approval Order.

(vii) Objection Deadline and Objections.

- a. The Receiver requests that the Court require any person who objects to the Settlement Agreement or the Bar Order to file an objection with the Court no later than thirty calendar days after entry of the Preliminary Approval Order (the "Objection Deadline").
- b. The Receiver requests that the Court require all such objections to
 - i. be in writing;
 - ii. be signed by the person filing the objection, or his or her attorney;
 - iii. state, in detail, the factual and legal grounds for the objection;
 - iv. attach any document the Court should review in considering the objection and ruling on the Motion;
 - v. require the person filing the objection to make a request to appear at the Final Approval Hearing, if that person intends to appear at the Final Approval Hearing; and
 - vi. be served by email or regular mail on:

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- c. The Receiver requests that, subject to the discretion of this Court, no person be permitted to argue at the Final Approval Hearing unless such person has complied with the requirements of these procedures.
 - d. The Receiver also requests that any party to the Settlement Agreement be authorized to file a response to the objection before the Final Settlement Hearing.
- (viii) Attorneys' Fees. The Receiver proposes that all attorneys wishing to seek compensation from the Attorneys' Fund established in the Settlement Agreement do so as provided thereunder, subject to approval by this Court.

G. A Temporary Stay of Proceedings Against Raymond James is Necessary

While the Receiver, Interim Class Counsel, and Raymond James have reached an agreement with respect to the claims in their respective cases, other Investor Actions are proceeding, with the plaintiffs in those actions continuing to pursue claims against Raymond James. Such continuing actions threaten this settlement as the claims asserted against Raymond James in the various actions are interrelated. In addition, continued prosecution of claims against Raymond James necessarily distracts from the settling parties' efforts to resolve all matters, while also increasing litigation fees and costs on all sides—including the Receivership Estate—thereby harming investors and creditors. Finally, if there happened to be any recoveries from Raymond James in those actions, it would interfere with the receivership administration process and the disbursement scheme of the Settlement Amount delineated in the Settlement Agreement. Thus, continued litigation against Raymond James serves no purpose other than to interfere with the Receiver's administration of his claims and distribution of funds pursuant to the Settlement Agreement.

III.
Relief Requested

The Receiver respectfully requests (i) entry of the Preliminary Approval Order upon the filing of this Motion, and (ii) entry of the Bar Order, after expiration of the Objection Deadline if no objections are timely filed or after the Final Approval Hearing if objections are timely filed.

IV.
Basis for Requested Relief

“A district court has broad powers and wide discretion to determine relief in an equity receivership.” *SEC v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992). In such an action, a district court has the power to approve a settlement that is fair, adequate and reasonable, and is the product of good faith after an adequate investigation by the receiver. *See Sterling v. Steward*, 158 F.3d 1199 (11th Cir. 1998). “Determining the fairness of the settlement is left to the sound discretion of the trial court and *we will not overturn the court’s decision absent a clear showing of abuse of that discretion.*” *Id.* at 1202 (quoting *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984) (emphasis supplied)).

A district court also has the power to enter an order permanently enjoining third parties from bringing any claims against a settling party that could have been asserted by or through the receivership or in connection with any the facts giving rise to the receivership – often referred to as a “bar order.” *SEC v. Kaleta*, 530 Fed. Appx. 360 (5th Cir. 2013) (approving bar order in SEC receivership). Bar orders are appropriate “to assist the parties in reaching a settlement.” *Matter of Munford, Inc.*, 97 F.3d 449, 455 (11th Cir. 1996) (approving a bar order in a bankruptcy case). Such bar orders have been approved by the Eleventh Circuit and in cases in this District. *See, e.g., In re Seaside Eng’g & Surveying, Inc.*, 780 F.3d 1070, 1076 (11th Cir. 2015) (approving a bar order in a chapter 11 bankruptcy case); *In re U.S. Oil and Gas Lit.*, 967

F.2d 480 (11th Cir. 1992) (approving bar order in a class action); *SEC v. Mutual Benefits Corp.*, No. 04-60573 [ECF No. 2345] (S.D. Fla. Oct. 13, 2009) (Moreno, J.) (approving bar order in SEC receivership); *SEC v. Latin American Services Co., Ltd.*, No. 99-2360 [ECF No. 353] (S.D. Fla. May 14, 2002) (Ungaro-Benages, J.) (approving bar order in SEC receivership). Entry of a bar order is reviewed for an abuse of discretion. *See Seaside Eng'g*, 780 F.3d at 1081 (affirming entry of a bar order where “the bankruptcy court did not abuse its discretion”).

The powers of the Court also include the fixing of procedures for the grant of such relief, as long as due process is afforded to affected persons. *See Elliott*, 953 F.2d at 1566.

Another component of the Court’s broad, equitable powers is the Court’s ability to stay litigation of non-parties to a receivership action from interfering with the administration of the receivership estate. *See SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980) (recognizing the District Court’s authority to enter anti-litigation injunctions where necessary to prevent interference to administration of receivership estate); *see also SEC v. Vescor Capital Corp.*, 599 F.3d 1189, 1195 (10th Cir. 2010) (discussing need for stay of related actions where litigation would affect receivership’s distribution).

A. The Settlement Agreement is fair, adequate, and reasonable.

To approve a settlement in an equity receivership, a district court must find the settlement is fair, adequate and reasonable, and is not the product of collusion between the parties. *See Sterling*, 158 F.3d at 1203. To determine whether the settlement is fair, the court should examine the following factors: “(1) the likelihood of success; (2) the range of possible [recovery]; (3) the point on or below the range of [recovery] at which settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved.” *Id.* at 1203 n.6 (citing *Bennett*, 737 F.2d at 986).

Upon due consideration of these governing factors, the Settlement Agreement should be approved. Before entering into the Settlement Agreement, the Receiver and his counsel carefully considered and dutifully investigated, analyzed, and evaluated the claims against Raymond James; the defenses asserted to those claims; the delay and expense of continued prosecution of such claims; the uncertainty of outcome in any such litigation; and the possibility of appeal by Raymond James of any adverse outcome. The Receiver entered into the Settlement Agreement after extensive, arm's length negotiations conducted between the parties and their experienced counsel in good faith. It was, of course, not the product of collusion. *See Hemphill v. San Diego Ass'n of Realtors, Inc.*, 225 F.R.D. 616, 621 (S.D. Cal. 2004)("[T]he courts respect the integrity of counsel and presume the absence of fraud or collusion in negotiating the settlement[.]").

Indeed, it bears mention that the process of negotiating the terms of the proposed settlement occurred over a period of nearly one year, during the course of which Raymond James and its counsel were cooperative with and supportive of the Receiver's efforts on behalf of the Receivership Entities and the Investors, forthcoming with documents, information, and testimony, and demonstrated repeatedly a good faith intention to reach an amicable resolution of the claims brought against it to benefit the Receivership Estate and the Investors. During that time, the parties produced hundreds of thousands of pages of documents to one another and deposed 14 witnesses, including three high-level employees of Raymond James. In addition to months of informal negotiations, the parties attended a two-day formal mediation presided over by Bruce Greer as mediator. Involvement of a skilled mediator is viewed as a positive factor in addressing the reasonableness of a settlement. *See, e.g., Poertner v. Gillette Co.*, 14-13882, 2015 WL 4310896, *6 (11th Cir. 2015) (affirming approval of class action settlement, noting the parties' arms-length negotiations moderated by an experienced mediator); *Lee v. Ocwen Loan*

Servicing, LLC, No. 14-CV-60649, slip op. at 25-26 (S.D. Fla. Sept. 14, 2015) (approving settlement and noting that parties' use of a highly respected mediator supported the conclusion that the settlement was not the product of collusion); *Hamilton v. SunTrust Mortg. Inc.*, No. 13-60749-CIV, 2014 WL 5419507, at *2 (S.D. Fla. Oct. 24, 2014) (noting that the fact that the settlement occurred following significant litigation, considerable document discovery, and months of negotiations with the help of a well-respected mediator supported approval of class action settlement). The proposed settlement marks the culmination of those efforts, and is reflected in the Settlement Agreement and this Motion.

The Settlement Agreement thus provides for a total payment of \$150,000,000.00 to the Receivership Estate, which enables the Receiver to refund one-hundred percent of the principal investment for many Investors and maximize the value and returns of the Receivership Entities for the remaining Investors. Such a recovery is well within the range of reasonableness, and will provide the liquidity needed to maximize the value of the assets owned by the Receivership Entities for the benefit of the Investors and other creditors. The Settlement Agreement, therefore, provides a substantial benefit to the Receivership Entities and their Investors and other creditors. Accordingly, the Settlement Agreement is fair, adequate and reasonable, and not the product of collusion.

B. The Bar Order Provision is necessary and appropriate ancillary relief to the SEC Action.

i. The Court has the authority to approve the Bar Order Provision.

District courts have the power to enter bar orders in equity receiverships where necessary or appropriate as ancillary relief in the context of the underlying action. *See Kaleta*, 530 Fed. Appx. at 362. As the Fifth Circuit has explained, a district court has “inherent equitable authority to issue a variety of ancillary relief measures in actions brought by the SEC to enforce the federal securities laws.” *Id.* (internal quotations omitted). *See also* All-Writs Act,

28 U.S.C. 1651; *In re Baldwin-United Corp. (Single Premium Deferred Annuities Ins. Litig.)*, 770 F.2d 328, 338 (2d Cir. 1985). Such ancillary relief includes injunctions against non-parties as part of settlements in the receivership. *See Kaleta*, 530 Fed. Appx. at 362.

This power to enter bar orders is consistent with the Eleventh Circuit's recognition of the district court's "broad powers and wide discretion to determine relief in an equity receivership [that] derives from the inherent powers of an equity court [to] fashion relief[.]" *Elliott*, 953 F.2d at 1566. Moreover, the Eleventh Circuit has *expressly* held that district courts have the power to enter bar orders. *See Seaside Eng'g*, 780 F.3d at 1081 (affirming entry of a bar order through a chapter 11 plan where "fair and equitable"); *Munford*, 97 F.3d at 455 (affirming entry of a bar order over objection of non-settling defendants where "integral to settlement in an adversary proceeding"); *In re U.S. Oil and Gas Lit.*, 967 F.2d 489 (11th Cir. 1992) (affirming entry of a bar order over objection of non-settling co-defendants).¹⁰

Citing the Eleventh Circuit's precedents in *Munford* and *U.S. Oil and Gas Litigation*, Judge Moreno concluded that bar orders are "within this Court's jurisdiction and equitable authority to enter and enforce." *Mutual Benefits Corp.*, No. 04-60573, slip op. [ECF No. 2345] at 8. Accordingly, courts in this District have regularly entered bar orders in SEC receiverships and in bankruptcy cases. *See, e.g., id.* (entering a bar order where it was "necessary" to administration of the receivership); *Brophy v. Salkin*, 550 B.R. 595 (S.D. Fla. 2015) (affirming bankruptcy court's entry of bar order); *Latin Am. Services Co., Ltd.*, No. 99-2360, slip op. [ECF No. 353] at 4 (entering a bar order against all investors over investor objection); *In re Rothstein*

¹⁰ The Eleventh Circuit's approval of bar orders in bankruptcy cases is particularly persuasive here in that the Eleventh Circuit has also recognized the parallels of between bankruptcy proceedings and equity receiverships. *See Bendall v. Lancer Management Group, LLC*, 523 Fed. Appx. 554, 557 (11th Cir. 2013) ("Given that a primary purpose of both receivership and bankruptcy proceedings is to promote the efficient and orderly administration of estates for the benefit of creditors, we will apply cases from the analogous context of bankruptcy law, where instructive, due to limited case law in the receivership context.").

Rosenfeldt Adler, PA, 2010 WL 3743885, at *7 (Bankr. S.D. Fla. Sept. 22, 2010) (entering bar order that was “necessary to achieve the complete resolution” of the parties’ disputes and was “fair and equitable”).

ii. *The Court should enter the Bar Order.*

Whether a bar order should be approved turns on the specific facts and circumstance of each individual case. *See Kaleta*, 530 Fed. Appx. at 362 (“receivership cases are highly fact-specific”). In this case, there are ample facts establishing that the Bar Order Provision is necessary and appropriate ancillary relief to the SEC Action:

- Entry of the Bar Order is necessary to secure both the Initial Settlement Payment of \$91,700,000.00 and the balance of \$53,800,000.00 once the Bar Order becomes Final as that term is defined in the Settlement Agreement. *See Seaside Eng’g*, 780 F.2d at 1080 (approving bar order where settling party made a substantial contribution); *U.S. Oil and Gas Lit.*, 967 F.2d at 494 (bar order appropriate to secure \$8.5 million in exchange for global peace for settling party); *Kaleta*, 530 Fed. Appx. at 362 (additional consideration in the form of guarantee of payment to the receivership).
- Considering the entire Settlement Amount, the Receiver is recovering enough to return the principal investments of many investors and fill a large portion of the “gap” of funds left behind by Quiros’ fraudulent actions. *See Munford*, 97 F.3d at 456 (approving bar order where settling party contributed nearly all proceeds of its insurance policy).
- The liquidity from the Settlement Amount is essential to continuing the operations of the Jay Peak Resort and Burke Mountain Hotel as going concerns, including payoff of liens, contractual obligations, trade debt, and encumbrances against the Receivership Estate, and to maximizing the value of the Jay Peak Resort, Burke Mountain Hotel, and other receivership assets for the benefit of the Receivership Entities’ Investors and creditors. *See Seaside Eng’g*, 780 F.2d at 1080 (approving bar order that was essential to maintaining operations of reorganized debtor and would provide “life blood”); *Mutual Benefits Corp.*, No. 04-60573, slip op. [ECF No. 2345] at 8 (bar order necessary to the administration and disposition of receivership property).
- The Bar Order is necessary and integral to the settlement and a full and final resolution of the disputes between the Receiver, Interim Class Counsel, and Raymond James. It is a condition precedent to the Settlement Agreement—in particular, to both the Receiver’s receipt of the full Settlement Amount and the

parties' mutual releases. *See U.S. Oil and Gas Lit.*, 967 F.2d at 494-95 (approving bar order that was "integral" to approved settlement).

- Without the Bar Order, the assets of the Receivership Entities would continue to be depleted by time-consuming and expensive litigation without certainty of outcome. *See Seaside Eng'g*, 780 F.3d at 1079 (bar order appropriate to stop the depletion of estate assets expended in funding litigation).
- The Bar Order is tailored to the facts underlying this SEC Action, the Receiver's Action, and the Investor Actions, and the barred claims are interrelated to claims that could be brought, and were in fact brought, by the Receivership Entities. *See U.S. Oil and Gas Lit.*, 967 F.2d at 496 (barring interrelated claims); *Kaleta*, 530 Fed. Appx. at 362 (bar order appropriately tailored to claims that arise from the underlying fraud).
- Investors and creditors will greatly benefit from the Settlement Amount, as described above, by either receiving payments now or through a claim against the receivership after a claims process is established. *See Kaleta*, 530 Fed. Appx. at 362 (investors may "pursue their claims by participat[ing] in the claims process for the Receiver's ultimate plan of distribution for the Receivership Estate") (alteration in original; internal quotations omitted).
- The interests of persons affected by the Bar Order have been represented by the Receiver, acting in the best interests of the Receivership Entities in his fiduciary capacity and upon the advice and guidance of his experienced counsel.

In light of these facts, and the authorities entering similar bar orders in comparable circumstances, entry of the Bar Order is necessary and appropriate ancillary relief to the SEC Action.¹¹

C. The Settlement Approval Procedures comply with due process, because they afford persons affected by the Settlement Agreement and Bar Order notice and an opportunity to be heard in a manner that is good and sufficient under the circumstances.

"Due process requires notice and an opportunity to be heard." *Elliott*, 953 F.2d at 1566.

The procedures required to satisfy due process vary "according to the nature of the right and to the type of proceedings." *Id.* "[A] hearing is not required if there is no factual dispute." *Elliott*,

¹¹ This Court entered a bar order in favor of Citibank, N.A. on October 18, 2016, in connection with the Receiver's settlement of claims with Citibank. [D.E. 231]. The language and effect of the Bar Order requested herein is virtually identical to that provided to Citibank.

953 F.2d at 1566. Ultimately, due process requires procedures that are “fair.” *Id.* The Settlement Approval Procedures meet these requirements.

The form and content of the Notice provide a reasonable opportunity to evaluate and object to the Motion, the Settlement Agreement and entry of the Bar Order. The Notice contains a description of the settlement and required Bar Order, the parties to the Settlement Agreement, and the material terms thereof. The Notice provides a reasonable description and warning that the rights of the person receiving or reviewing it may be affected by the Settlement Agreement and Bar Order and of their right to object to the settlement and the manner in which to make such an objection.

The manner and method of service and publication set forth in the Settlement Approval Procedures is reasonably calculated under the circumstances to disseminate the Notice to all affected parties. The Notice will be served on counsel of record in the SEC Action and on counsel for investors appearing of record in *any* legal proceeding or arbitration relating to investors. The Notice will be served on all investors identified in the investor lists maintained by the Receivership Entities. The Notice will also be served on all identified officers, directors, owners, senior management employees, non-investor creditors, professionals, financial institutions, and consultants of the Receivership Entities. Therefore, all investors, creditors, and other interested persons of which the Receiver has actual knowledge, will receive actual service of the Notice.

In addition, the Notice will be published in the *Burlington Free Press*, which is the regional paper of widest circulation in Vermont, and the *Vermont Digger*, which has run countless stories on Quiros and the Jay Peak projects and is believed to be followed by many stakeholders in the Receivership Entities. The Notice will also be published on the Receiver’s

website, which has been online since the Receiver's appointment and is available in seven languages. Such publication is reasonably calculated to apprise persons not receiving actual service of the Notice that their rights may be affected and of their opportunity to object.¹²

Accordingly, the Settlement Approval Procedures furnish all parties in interest a full and fair opportunity to evaluate the Motion, the Settlement Agreement and the Bar Order, and to object thereto.

D. A Temporary Stay of the Receiver's Action and the Investor's Action as Against Raymond James is Warranted Under the Facts

In an equity receivership, a District Court is empowered to stay litigation that would affect or interfere with the orderly administration of the receivership estate. *See Wencke*, 622 F.2d at 1369. Thus, the proper focus in deciding whether to stay litigation commenced by non-parties to the receivership action is the litigation's effect on the receivership estate and interference with the administration of the receivership estate. Here, continued litigation through the Investor Actions against Raymond James affects (i) the Receiver Entities' claims against Raymond James, which—as property of the Receivership Estate—are being settled by the Receiver through the Settlement Agreement, and (ii) the Receiver's administration and disbursement of forthcoming funds pursuant to the Settlement Agreement. Thus, to ensure continued, fair and orderly administration of the Receiver's claims and property of the Receivership Estate, a temporary stay pending approval of and performance under the Settlement Agreement is required.

¹² Indeed, since the settlement was announced on April 13, 2017, it has already been widely reported, including in the New York Times, Boston Globe, Washington Post, Fort Lauderdale Sun-Sentinel, and Miami Herald.

V.
Conclusion

WHEREFORE, the Receiver respectfully requests that the Court grant the Motion, and enter the Preliminary Approval Order and the Bar Order, in the manner set forth above.

Local Rule 7.1 Certification of Counsel

Pursuant to Local Rule 7.1, undersigned counsel has conferred with counsel for all parties to this action. Undersigned counsel hereby certifies that the SEC does not object to the settlement, but takes no position for or against the proposed bar order; defendant William Stenger was consulted, but had not responded as of the filing of this Motion; and defendant Ariel Quiros was consulted, but had not formulated a position as of the filing of this Motion.

Dated: April 18, 2017

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on this April 18, 2017 via the Court's notice of electronic filing on all CM/ECF registered users entitled to notice in this case as indicated on the attached Service List.

By: /s/ Jeffrey C. Schneider
JEFFREY C. SCHNEIDER, P.A.

SERVICE LIST

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Inc.

EXHIBIT A

EXECUTION COPY

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is entered into by and among Michael I. Goldberg, in his capacity as receiver (the “Receiver”) for the entities identified on Schedule A to this Agreement (collectively, the “Receivership Entities”), Thomas A. Tucker Ronzetti, Harley S. Tropin, and Kozyak Tropin & Throckmorton, LLP, as interim class counsel (“Class Counsel”) on behalf of the plaintiffs in the Investor Class Action (as defined below), and Raymond James & Associates, Inc. (“Raymond James”). (The Receiver, Class Counsel, and Raymond James shall each be referred to as a “Party” and shall collectively be referred to as the “Parties.”)

RECITALS

A. The Receiver has been appointed as receiver over the Receivership Entities in a civil enforcement action commenced by the Securities and Exchange Commission (the “SEC”) captioned *SEC v. Quiros et al.*, Case No. 16-CV-21301-DPG (the “SEC Action”) pending in the United States District Court for the Southern District of Florida (the “District Court”) before the Honorable Darrin P. Gayles. The Receiver derives his authority over the Receivership Entities from the District Court’s *Order Granting Motion for Appointment for Appointment of Receiver* [DE #13] entered at the request of the SEC [DE #7], and as expanded on April 22, 2016, to include other entities [DE #60]. The District Court subsequently entered a Preliminary Injunction, thereby continuing the Receiver’s appointment over the Receivership Entities. [DE #238]. (The Receivership Entities and all property subject to the Receiver’s authority are collectively referred to as the “Receivership Estate.”)

B. The Complaint in the SEC Action alleges, *inter alia*, that defendants Ariel Quiros (“Quiros”) and William Stenger, in violation of federal securities laws, controlled and utilized the various Receivership Entities in furtherance of a fraud on foreign investors who invested in certain limited partnerships (the “Investors”) under the federally-created EB-5 visa program, and seeks various forms of relief including appointment of the Receiver. The first six limited partnerships (defined below as Suites Phase I, Hotel Phase II, Penthouse Phase III, Golf and Mountain Phase IV, Lodge and Townhouses Phase V, and Stateside Phase VI) were used to develop and expand the Jay Peak resort located in the Village of Jay, Vermont (the “Jay Peak Resort”). The seventh limited partnership (defined below as Biomedical Phase VII) raised funds to purchase land and develop a biomedical research facility in Newport, Vermont. The eighth limited partnership (defined below as Q Burke Phase VIII) was used to develop and expand the Burke Mountain hotel and ski area located in East Burke, Vermont (the “Burke Mountain Hotel”).

C. Promptly after his appointment, the Receiver commenced a civil action against Raymond James, Joel N. Burstein (“Burstein”), and Quiros seeking recovery of partnership funds the Receiver alleges were misused and misappropriated in a case captioned *Goldberg v. Raymond James & Associates, Inc., et al.*, Case No. 16-CV-21831-JAL (the “Receiver’s Action”), pending in the United States District Court for the Southern District of Florida before the Honorable Joan A. Lenard.

D. On May 5, 2016, Class Counsel commenced the first-filed Investor action against Raymond James, Burstein, Quiros, and others, on behalf of the Investors seeking recovery of Investor losses in a case captioned *Daccache v. Raymond James & Associates, Inc., et al.*, Case No. 16-CV-21575-FAM (the “Investor Class Action”), also pending in the United States District Court for the Southern District of Florida before the Honorable Federico A. Moreno, and were subsequently appointed interim class counsel with exclusive authority to negotiate on behalf of the putative investor class. Other Investors have brought additional, separate actions against Raymond James and Burstein in federal and state courts in Florida and Vermont (the “Other Investor Actions”). Some of the Other Investor Actions have been consolidated into the Investor Class Action; others have not and remain as independent actions. The Other Investor Actions include: *Gonzalez-Calero, et al., v. Raymond James et al.*, Case No 16-017840-CA-01 (Fla. 11th Cir.); *Zhang et al. v. Raymond James et al.*, Case No. 1:16-cv-24655-KMW (S.D. Fla.); *Waters v. Raymond James*, Case No. 11-2016-CA-001936-00001 (Fla. 20th Cir.); *James B. Shaw, et al., v. Raymond James Financial, Inc., et al.*, Case No. 16-cv-129 (D. Vt.) (consolidated); *Carlos Enrique Hiller Sanchez v. Raymond James & Associates, Inc., et al.*, Case No. 16-cv-21643-KMW (S.D. Fla.) (consolidated); *Milos Čitaković, et al. v. Raymond James & Associates, Inc., et al.*, Case No. 16-014261-CA 01 (Fla. 11th Ct.) (voluntarily dismissed); *Jose R. Casseres-Pinto v. Ariel Quiros, et al.*, Case No. 16-cv-22209-DPG (S.D. Fla.) (consolidated); *Minggan Wei and Zhao Wei v. Ariel Quiros, et al.*, Case No. 602-7-16 CNCV (Vt. Sup. Ct.) (voluntarily dismissed).

E. Discovery efforts in the Receiver’s Action, Investor Class Action, and Other Investor Actions have been coordinated, and the Parties have engaged in meaningful discovery, including the exchange and review of large quantities of documents and depositions of key individuals.

F. Since July 2016, the Receiver and Raymond James have been engaged in good faith, arm’s-length settlement negotiations. These negotiations have included multiple in-person meetings and phone conferences. Most recently, the Receiver and Raymond James engaged in a two-day mediation, in which Class Counsel also participated. At each step, the Parties have been represented by experienced and diligent counsel vigorously pressing their respective client’s positions.

G. The Parties desire to settle all claims brought, those that could have been brought, and those that may be brought in the future by the Receivership Entities, the Investors, or any other persons against the Raymond James Released Parties (as expansively defined in Section 5(a) below). Raymond James seeks assurance that, upon settlement of these claims, no further civil actions can or will be prosecuted or commenced against the Raymond James Released Parties with respect to the events and occurrences underlying the claims in the SEC Action, the Receiver’s Action, and the Investor Class Action or relating in any way to Quiros or any of the Receivership Entities. This includes prosecution of the Other Investor Actions and commencement of future actions by or on behalf of Investors or any other person aggrieved by the events and occurrences underlying the claims in the SEC Action, the Receiver’s Action, and the Investor Class Action, activities relating to the Receivership Entities, or any future actions which arise directly or indirectly from the activities of the Jay Peak Resort or Burke Mountain Hotel. This Section does not apply to any actions brought by federal or state governmental bodies or agencies.

H. Thus, the Parties recognize and understand that any full settlement of their respective rights, claims and defenses is contingent upon the grant of releases and entry of a bar order enjoining any and all persons (excluding any actions brought by federal or state governmental bodies or agencies) from commencing or continuing any and all claims against the Raymond James Released Parties that relate in any manner whatsoever to the SEC Action, the Receiver's Action, the Investor Class Action, the Receivership Entities, or any future actions which arise directly or indirectly from the activities of the Jay Peak Resort or Burke Mountain Hotel, all as further provided herein.

I. As a result, the Parties have agreed to a full and final settlement of their rights, claims and defenses; provided, however, that a condition precedent to the full effectiveness of the settlement is the entry of (i) an Order by the District Court in the SEC Action in substantially the same form and substance as attached hereto as Exhibit "A" (the "Preliminary Approval Order"), which, *inter alia*, provides for preliminary approval of this Agreement and delineates the form, manner and substance of notices to be provided in advance of final approval of this Agreement; and (ii) an Order by the District Court in the SEC Action in substantially the same form and substance as attached hereto as Exhibit "B" (the "Bar Order"), which, *inter alia*, provides for final approval of this Agreement and bars commencement and continuation of any actions against the Raymond James Released Parties (excluding any actions brought by federal or state governmental bodies or agencies) as provided below.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is **HEREBY AGREED** between the Parties as follows:

1. **RECITALS.** The Parties represent, warrant and affirm that the above recitals are true and correct. The recitals set forth above are an integral part of this Agreement and are incorporated herein by reference.

2. **EFFECTIVENESS.** On the date of execution by the last Party to sign this Agreement (the "Execution Date"), this Agreement shall take effect between the Parties, subject to approval by the District Court as provided herein. On the date the Agreement is approved by the District Court by the entry of the Bar Order (the "Effective Date"), this Agreement shall be effective for all purposes. As provided below, this Agreement shall be effective notwithstanding subsequent appeals of the Preliminary Approval Order, Bar Order, or both.

3. **SETTLEMENT.**

a. **Settlement Amount.** Subject to the terms and conditions of this Agreement, in full and final settlement of the claims released in Section 5(a) of this Agreement and in full and final resolution of the claims subject to the Bar Order, Raymond James shall pay the Receiver the sum of One Hundred and Fifty Million Dollars (\$150,000,000.00) (the "Settlement Amount"), which sum includes the previously paid Vermont Settlement Funds defined and referenced below. The Parties hereby affirm that the provisions of this settlement, including the Settlement Amount and allocation thereof, are fair and reasonable.

b. **Settlement Payments.**

i. Before the Effective Date of this Agreement, Raymond James paid the Receiver Four Million Five Hundred Thousand Dollars (\$4,500,000.00) of the Settlement Amount in connection with Raymond James' settlement with the State of Vermont (the "Vermont Settlement Funds"). The Settlement Amount includes the amount of the Vermont Settlement Funds.

ii. On or before the 20th day after entry of the Bar Order, Raymond James shall transfer to the Receiver Ninety One Million Seven Hundred Thousand Dollars (\$91,700,000.00) of the Settlement Amount (the "Initial Settlement Payment"), to be held as set forth below until distributed by the Receiver in accordance with Section 3(d)(ii), Section 3(d)(iii), Section 3(d)(iv), and Section 11 of this Agreement.

iii. Raymond James shall transfer Fifty Three Million Eight Hundred Thousand Dollars (\$53,800,000.00) (the "Final Settlement Payment") to the Receiver, constituting the remaining amount of the Settlement Payment, on or before the 20th day after the Bar Order is Final. (As used in this Agreement, in reference to any court order, being "Final" means a court order unmodified after the conclusion of, or expiration of, any right of any person to seek any appeal, rehearing, or reconsideration of the order.)

c. **Payment Instructions.** Raymond James shall make the payments set forth in Sections 3(b)(ii) and 3(b)(iii) to an account maintained by the Receiver (the "Receiver Account") by wire transfer pursuant to the following wire instructions:

Receiving Bank: SunTrust Bank, 25 Park Place NE Atlanta, GA. 30303
Routing/ABA #: 061000104
Swift Code: SNTRUS3A
Credit to: Akerman LLP IOTA Trust Account
Beneficiary Account #: 1000050722866
Attention: Michael I. Goldberg; Matter No. 312632

To the extent required by this Agreement, the Receiver shall transfer the amounts required to be held in separate interest bearing trust accounts within five (5) business days of receipt.

d. **Distribution and Use of Settlement Proceeds.** Immediately upon entry of the Preliminary Approval Order, subject to the approval of the Vermont Department of Financial Regulation (the "VDFR"), the Receiver shall be permitted to use the Vermont Settlement Funds to pay contractor claims or expenses related to Stateside Phase VI in accordance with Section 3(d)(iii) below. Upon receipt of the Initial Settlement Payment, notwithstanding any appeals of the Preliminary Approval Order, the Bar Order, or both, subject to the approval of the District Court in the SEC Action, the Receiver shall be permitted to use funds from the Initial Settlement Payment to make the payments delineated in Sections 3(d)(ii), 3(d)(iii) and 3(d)(iv) below. To the extent that the Receiver uses any portion of the Vermont Settlement Funds to pay contractor claims or expenses pursuant to Section 3(d)(iii) below, upon receipt of the Initial Settlement Payment, the Receiver shall promptly replenish the Vermont Settlement Funds with the amount so used by the Receiver. Upon receipt of the Final Settlement Payment as set forth in Section

3(b)(iii) above, subject to the approval of the District Court in the SEC Action, the Receiver shall be permitted to use funds from the Final Settlement Payment and the Vermont Settlement Funds to make the payments delineated in Sections 3(d)(i), 3(d)(v), 3(d)(vi), 3(d)(vii), and 3(d)(viii) below and to continue to make the payments delineated in Sections 3(d)(ii), 3(d)(iii) and 3(d)(iv) below. The Receiver will utilize the Settlement Amount as follows:

i. The Receiver will use approximately Fifteen Million Three Hundred Ninety One Thousand Three Hundred Eighty Six Dollars and Forty Seven Cents (\$15,391,386.47) to satisfy all principal obligations associated with the promissory notes payable to the Investors of Jay Peak Hotel Suites L.P. ("Suites Phase I") relating to their investments in Suites Phase I, subject, however, to Section (5)(d)(i) of this Agreement and Section 7(a) of this Agreement.

ii. The Receiver will use approximately Five Million One Hundred Thousand Dollars (\$5,100,000.00) for the benefit of Jay Peak Hotel Suites Phase II L.P. ("Hotel Phase II"), Jay Peak Penthouse Suites L.P. ("Penthouse Phase III"), Jay Peak Golf and Mountain Suites L.P. ("Golf and Mountain Phase IV"), Jay Peak Lodge and Townhouses L.P. ("Lodge and Townhouses Phase V"), Jay Peak Hotel Suites Stateside L.P. ("Stateside Phase VI") and Q Burke Mountain Resort, Hotel and Conference Center, L.P. ("Q Burke Phase VIII") to satisfy trade debt on the Jay Peak Resort and the Burke Mountain Hotel. It is the Receiver's intent, subject to the approval of the District Court in the SEC Action, to provide Hotel Phase II, Penthouse Phase III, Golf and Mountain Phase IV, Lodge and Townhouses Phase V, and Stateside Phase VI with (i) the proceeds of sale of the Tram Haus Lodge (which had been owned by the Investors of Suites Phase I); (ii) the proceeds of the sale of Jay Peak, Inc., which was not an asset of any of the partnerships; and (iii) a release of all claims by the other Receivership Entities to the extent that any of their funds were used in any way in connection with Hotel Phase II, Penthouse Phase III, Golf and Mountain Phase IV, Lodge and Townhouses Phase V, and/or Stateside Phase VI.

iii. The Receiver will use approximately Nineteen Million Six Hundred Eighty Seven Thousand Dollars (\$19,687,000.00) to complete construction of the Stateside Phase VI project, as such construction plans may be amended and approved by the District Court in the SEC Action; of this amount, approximately Two Million Two Hundred Thousand Dollars (\$2,200,000.00) will be used to satisfy existing contractor liens on the Stateside Phase VI project.

iv. The Receiver will use approximately Sixty Seven Million Dollars (\$67,000,000.00) to return the Five Hundred Thousand Dollar (\$500,000.00) principal investments to each remaining Investor who invested in the Jay Peak Biomedical Research Park L.P. ("Biomedical Phase VII"), subject, however, to Section 5(d)(ii) and Section 7(b) of this Agreement. The Receiver shall hold such funds in a separate interest-bearing trust account until distributed as set forth herein. (The Receiver has already received approval by the District Court in the SEC Action to return approximately Seventeen Million Seven Hundred Forty Nine Thousand Nine Hundred Sixty One Dollars (\$17,749,961.00) of assets that do not arise from this Agreement to certain Biomedical Phase VII Investors.)

v. The Receiver will use approximately Six Million Six Hundred Thousand Dollars (\$6,600,000.00) for the benefit of Q Burke Phase VIII to satisfy approximately Three Million Six Hundred Thousand Dollars (\$3,600,000.00) in contractor claims against the Q Burke Phase VIII project and a Three Million Dollars (\$3,000,000.00) obligation due to Burke Mountain Academy or its related entities. It is the Receiver's intent, subject to the approval of the District Court in the SEC Action, to provide Q Burke Phase VIII with (i) the proceeds of the sale of Q Burke Mountain Resort, LLC, which was not an asset of any of the partnerships; and (ii) a release of all claims by the other Receivership Entities to the extent that any of their funds were used in any way in connection with Q Burke Phase VIII.

vi. Subject to the provisions of Section 8 of this Agreement, the Receiver shall hold Ten Million Dollars (\$10,000,000.00) in a separate interest-bearing trust account to be paid to up to twenty (20) Q Burke Phase VIII Investors who are not eligible to apply for permanent residency through the United States Citizenship and Immigration Services' EB-5 Immigrant Investor Program for failure of the Q Burke Phase VIII project to create the requisite number of jobs in the United States, thereby entitling such Investors to a return of their Five Hundred Thousand Dollar (\$500,000.00) principal investment, subject, however, to Section 5(d)(iii), Section 7(c), and Section 8 of this Agreement. Notwithstanding this provision, the Receiver shall continue to use his best efforts to facilitate the creation of the jobs required under the United States Citizenship and Immigration Services' EB-5 Immigrant Investor Program. An Investor who withdraws his or her I-526 and/or I-829 petition, or whose I-526 and/or I-829 petition is denied for any reason other than a determination that the Q Burke Phase VIII project has not created a sufficient number of jobs, shall not be entitled to payment pursuant to this Section, but will be entitled to maintain their partnership interest in Q Burke Phase VIII. Pursuant to Section 8 of this Agreement, Raymond James shall be entitled to a refund of all sums not required to be expended for this purpose. All interest accrued on this escrow account, if any, shall be for the benefit of Raymond James.

vii. The Receiver shall use up to One Million Dollars (\$1,000,000.00), separate and apart from the funds held in escrow pursuant to section 3(d)(vi) above, to refund the Five Hundred Thousand Dollar (\$500,000.00) principal investments to the two (2) Investors in Q Burke Phase VIII whose I-526 petitions were denied prior to the date of the SEC Action, subject, however, to Section 5(d)(iii), Section 7(c), and Section 8 of this Agreement.

viii. The Receiver shall use Twenty Five Million Dollars (\$25,000,000.00) to establish a fund (the "Attorneys' Fund") to reimburse costs and compensate the plaintiffs' attorneys in the Investor Class Action, the Other Investor Actions, or who otherwise claim to represent Investors, subject, however, to the approval of the District Court in the SEC Action. The Attorneys' Fund shall be placed in an interest-bearing account with interest distributed pro-rata when the Attorneys' Fund is distributed. The Receiver supports, and Raymond James agrees not to oppose or otherwise object to, the application by Class Counsel and the other plaintiffs' attorneys for the award of attorneys' fees and expenses in an aggregate amount not to exceed Twenty Five Million Dollars (\$25,000,000.00). Notwithstanding the foregoing, in the event that the District Court in the SEC Action approves a total amount to be disbursed from the Attorneys' Fund that is less than the full amount held in the Attorneys' Fund, that difference shall be promptly disbursed as follows: Seventy Five Percent (75%) to Raymond

James; Twenty Five Percent (25%) to the Receiver to be used for the benefit of the Receivership Estate.

e. **Remaining Balance.** Notwithstanding the specific uses of the Settlement Amount delineated above, for good cause shown, the Receiver reserves the right to exercise his professional judgment and deviate from the uses delineated in Sections 3(d)(i), 3(d)(ii), 3(d)(iii), and 3(d)(v), 3(d)(vii) above in the event such uses prove to be impossible, impracticable, unnecessary, or not in the best interests of the Investors and the Receivership Estate, subject to approval by the District Court in the SEC Action; provided, however, that any such deviation shall not in any way impair any of Raymond James' rights under this Agreement, including the full force and effect of the Bar Order and the enforceability of any Investor Releases or assignments provided for herein. The Receiver does not have the right to deviate from the uses delineated in Sections 3(d)(iv), 3(d)(vi), or 3(d)(viii) above, unless otherwise approved by the District Court in the SEC Action and provided that it does not impair the releases or assignments given to Raymond James hereunder or the scope and validity of the Bar Order. Any unused or excess funds, or savings from the above uses, of the Settlement Amount shall be utilized by the Receiver for general cash flow purposes for the benefit of the Receivership Estate, subject to the approval by the District Court in the SEC Action.

4. APPROVAL OF THE SETTLEMENT BY THE COURT.

a. **Request for Approval.** No later than ten (10) days after the occurrence of the Execution Date, the Receiver shall file a motion with the District Court (the "**Settlement Motion**") requesting approval of this Agreement and entry of the Preliminary Approval Order and Bar Order.

b. **Contents of Settlement Motion.** The Receiver shall request in the Settlement Motion (i) entry of the Preliminary Approval Order substantially in form and substance as Exhibit A to this Agreement; (ii) entry of the Bar Order substantially in form and substance as Exhibit B to this Agreement; (iii) and approval of the notice attached as **Exhibit "C,"** and of the form and content, and the manner and method of publication, of the notice. All costs of notice and distribution pursuant to this Agreement shall be borne by the Receivership Estate. The Settlement Motion shall also seek to stay the Receiver Action, the Investor Class Action and all Other Investor Actions solely as against Raymond James and the Raymond James Released Parties, including all discovery from or to Raymond James and the Raymond James Released Parties, provided that such stay shall not preclude the parties in such actions from obtaining necessary documents or calling Raymond James or its representatives as witnesses with respect to any claims asserted by the Receiver or Class Counsel against other parties.

c. **Service and Publication of Notice.** The Receiver shall use best efforts to provide good and sufficient notice of this Agreement, the Settlement Motion, and the deadline to object to approval of this Agreement and the Bar Order.

5. RELEASES.

a. **Partial Release of Raymond James upon Initial Settlement Payment:** Upon Raymond James' payment of the Initial Settlement Payment, and without the need for the

execution and delivery of additional documentation or the entry of any additional orders of the District Court in the SEC Action, except as expressly provided in this Agreement, the Receiver, on behalf of the Receivership Entities, shall irrevocably and unconditionally, waive, release, acquit and discharge Raymond James, its parent, affiliate, and subsidiary companies, all current, former and future employees, agents, attorneys, officers and directors, and consultants, including without limitation Frank Amigo and Joel N. Burstein, and each of its members, managers, principals, associates, representatives, distributors, distributees, attorneys, trustees, and general and limited partners and each of their respective administrators, heirs, beneficiaries, assigns, predecessors, predecessors in interest, successors, and successors in interest (collectively, the "Raymond James Released Parties") from any and all claims, actions, causes of action, liabilities, obligations, rights, suits, accounts, covenants, contracts, agreements, promises, damages, judgments, claims, debts, encumbrances, liens, remedies and demands, of any and every kind, character or nature whatsoever (including unknown claims), whether liquidated or unliquidated, asserted or unasserted, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, now existing or hereafter arising, in law, at equity or otherwise, which the Receivership Entities, or any of them, or anyone claiming through them, on their behalf or for their benefit, may have or claim to have, now or in the future, against the Raymond James Released Parties that are based upon, relate to, or arise out of Stateside Phase VI and/or Biomedical Phase VII, including but not limited to such claims made in the Receiver's Action. Notwithstanding anything contained in this Section 5(a) or elsewhere contained in this Agreement to the contrary, the release provided in this Section 5(a) is not intended to release, nor shall it have the effect of releasing, Raymond James from any other claims brought by the Receiver, or brought by plaintiffs in any other action, including without limitation the Investor Class Action or the Other Investor Actions unless and until the Bar Order becomes Final as provided for herein. Notwithstanding anything contained in this Section 5(a) or elsewhere contained in this Agreement to the contrary, the foregoing is not intended to release, nor shall it have the effect of releasing, Raymond James from the performance of its obligations in accordance with this Agreement. Notwithstanding anything contained in this Section 5(a) or elsewhere contained in this Agreement to the contrary, the foregoing is not intended to release, nor shall it have the effect of releasing, Quiros and/or any other person, entity, or financial institution (other than the Raymond James Released Parties) in any manner whatsoever, and, for the avoidance of doubt and not by way of limitation, the Receiver expressly preserves all claims and causes of action he may have against Quiros and any other party or financial institution, including but not limited to other defendants in the SEC Action, the Receiver's Action, the Investor Class Action, or the Other Investor Actions. Notwithstanding anything contained in this Section 5(a) or elsewhere contained in this Agreement to the contrary, the foregoing is not intended to release, nor shall it have the effect of releasing, claims of any federal or state governmental bodies or agencies, including but not limited to the claims brought by and belonging to the SEC in the SEC Action.

b. **Full Release of Raymond James upon Final Settlement Payment:** Upon the occurrence of the Effective Date and the payment of the Settlement Amount, and without the need for the execution and delivery of additional documentation or the entry of any additional orders of the District Court in the SEC Action, except as expressly provided in this Agreement, the Receiver, on behalf of the Receivership Entities, shall irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge the Raymond James Released Parties from any and all claims, actions, causes of action, liabilities, obligations, rights, suits, accounts,

covenants, contracts, agreements, promises, damages, judgments, claims, debts, encumbrances, liens, remedies and demands, of any and every kind, character or nature whatsoever (including unknown claims), whether liquidated or unliquidated, asserted or unasserted, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, now existing or hereafter arising, in law, at equity or otherwise, which the Receivership Entities, or any of them, or anyone claiming through them, on their behalf or for their benefit, may have or claim to have, now or in the future, against Raymond James that are based upon, relate to, or arise out of, in connection with or pertain to the SEC Action, the Receiver's Action, and the Investor Class Action, including the parties, allegations, and issues in said actions. Notwithstanding anything contained in this Section 5(b) or elsewhere contained in this Agreement to the contrary, the foregoing is not intended to release, nor shall it have the effect of releasing, Raymond James from the performance of its obligations in accordance with this Agreement. Notwithstanding anything contained in this Section 5(b) or elsewhere contained in this Agreement to the contrary, the foregoing is not intended to release, nor shall it have the effect of releasing, Quiros and any other party or financial institution (other than the Raymond James Released Parties) in any manner whatsoever, and, for the avoidance of doubt and not by way of limitation, the Receiver expressly preserves all claims and causes of action he may have against Quiros and/or any other person, entity, or financial institution, including but not limited to other defendants in the SEC Action, the Receiver's Action, the Investor Class Action, or the Other Investor Actions. Notwithstanding anything contained in this Section 5(b) or elsewhere contained in this Agreement to the contrary, the foregoing is not intended to release, nor shall it have the effect of releasing, claims of any federal or state governmental bodies or agencies, including but not limited to the claims brought by and belonging to the SEC in the SEC Action.

c. **Release of Receiver:** Upon the payment of the Settlement Amount, and without the need for the execution and delivery of additional documentation or the entry of any additional orders of the court in the SEC Action, except as expressly provided in this Agreement, the Raymond James Released Parties shall irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and every one of the Receivership Entities, and the Receiver and his agents and counsel, from any and all claims, actions, causes of action, liabilities, obligations, rights, suits, accounts, covenants, contracts, agreements, promises, damages, judgments, claims, debts, encumbrances, liens, remedies and demands, of any and every kind, character or nature whatsoever (including unknown claims), whether liquidated or unliquidated, asserted or unasserted, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, now existing or hereafter arising, in law, at equity or otherwise, which the Raymond James Released Parties, and their affiliates, subsidiaries, and assigns, or any of them, or anyone claiming through them, on their behalf or for their benefit may have or claim to have, now or in the future, against the Receiver and his agents and counsel that are based upon, relate to, or arise out of, in connection with or pertain to the SEC Action, the Receiver's Action, and the Investor Class Action, including the parties, allegations, and issues in said actions. Notwithstanding anything contained in this Section 5(c) or elsewhere contained in this Agreement to the contrary, the foregoing is not intended to release, nor shall it have the effect of releasing, the Receiver from the performance of his obligations in accordance with this Agreement. Notwithstanding anything contained in this Section 5(c) or elsewhere contained in this Agreement to the contrary, the foregoing is not intended to release, nor shall it have the effect of releasing, any person other than the Receiver, his agents, counsel, and the Receivership Entities in any manner whatsoever, and, for the avoidance of doubt and not by way of limitation,

the Raymond James Released Parties expressly preserve all claims and causes of action they may have against any other person.

d. **Investor Releases:**

i. **Suites Phase I Investors.** As a condition precedent to the receipt of funds pursuant to Section 3(d)(i) of this Agreement, Suites Phase I Investors must first execute a release of all claims in favor of the Raymond James Released Parties, the Receiver, and the Receivership Estate in the form attached hereto as Exhibit “D” (the “Investor Release”). The Receiver shall not disburse funds to a Suites Phase I Investor pursuant to Section 3(d)(i) unless such Investor first executes the Investor Release.

ii. **Biomedical Phase VII Investors.** As a condition precedent to the receipt of funds pursuant to Section 3(d)(iv) of this Agreement, Biomedical Phase VII Investors must first execute an Investor Release of all claims in favor of the Raymond James Released Parties, the Receiver, and the Receivership Estate in the form attached hereto as Exhibit “E” (the “Phase VII and VIII Investor Release”). The Phase VII and VIII Investor Release shall also contain a covenant not to sue or make claims against the Receiver and/or the Receivership Entities for any claim that is in any way connected with, related to, or arising out of such Investor’s participation in Biomedical Phase VII, except as provided in this Section 5(d)(ii). The Receiver shall not disburse funds pursuant to this Agreement to a Biomedical Phase VII Investor pursuant to Section 3(d)(iv) unless such Investor first executes the Biomedical Phase VII Investor Release. All Biomedical Phase VII Investors receiving funds pursuant to Section 3(d)(iv) of this Agreement shall be permitted to make a claim in the Receivership Estate for the amount of their administrative fee payment (up to, but not exceeding, Fifty Thousand Dollars (\$50,000.00)).

iii. **Q Burke Phase VIII Investors.** As a condition precedent to the receipt of funds pursuant to Sections 3(d)(vi) and 3(d)(vii) of this Agreement, the Q Burke Phase VIII Investors who will be receiving a refund of their Five Hundred Thousand Dollar (\$500,000.00) principal investments must first execute a Phase VII and VIII Investor Release (Exhibit “E”) of all claims in favor of the Raymond James Released Parties, the Receiver, and the Receivership Estate, except as provided in this Section 5(d)(iii). The Receiver shall not disburse funds to a Q Burke Phase VIII Investor pursuant to Section 3(d)(vi) or 3(d)(vii) unless such Investor first executes the Investor Release. All Q Burke Phase VIII Investors receiving funds pursuant to Section 3(d)(vi) and 3(d)(vii) of this Agreement shall be permitted to make a claim in the Receivership Estate for the amount of their administrative fee payment (up to, but not exceeding, Fifty Thousand Dollars (\$50,000.00)), but such claims shall be paid solely from the net proceeds (as defined in Section 6(b) below) of the sale of their respective right to receive proceeds from their interests in Q Burke Phase VIII’s property and, thereafter, the Q Burke Phase VIII Investors’ claim to an administrative fee payment shall be deemed satisfied.

iv. If any Investor in Suites Phase I or Biomedical Phase VII does not sign the Investor Release or the Biomedical Phase VII Investor Release (as required) within eighteen (18) months after the Bar Order becomes Final, that Investor shall not be entitled to receive payments provided for by this Agreement, and the amounts allocated to be paid to that

Investor shall be returned to Raymond James within twenty (20) days thereafter, along with accrued interest, if any.

6. ASSIGNMENT OF PROCEEDS¹

a. **Litigation and Other Recoveries.** In accordance with the consideration received under this Agreement, the Receiver shall assign to Raymond James the right to receive Seventy Five Percent (75%) of all net proceeds (as defined in Section 6(b) below) recovered from litigation brought by or on behalf of the Receiver or the Receivership Entities against third parties or otherwise obtained by the Receiver from third parties by executing a Partial Assignment of Proceeds in substantially the same form as the attached Exhibit "F". The Assignment of Proceeds in this Section 6(a) shall exclude (a) revenues paid to the Receiver in the ordinary course of operations of the Receivership Entities; (b) proceeds of settlements or judgments obtained by Investors (or some of them) but disbursed by the Receiver on their behalf; and (c) disgorgement proceeds of any kind (including but not limited to cash, real property, personal property, notes, bonds, stocks, or any other asset whatsoever) obtained by the SEC but given to the Receiver to disburse. The Assignment of Proceeds in this Section 6(a) shall also provide that any resort or mountain related assets used in the operation of the Jay Peak Resort or the Burke Mountain Hotel are excluded; Raymond James shall have no claim whatsoever to any such excluded assets or the proceeds thereof. To the extent that the Receiver recovers funds subject to the Assignment of Proceeds in this Section 6(a) before Raymond James has made the Final Settlement Payment, the Receiver reserves the right to either escrow Seventy Five Percent (75%) of such funds until the Final Settlement Payment has been made or to allow Raymond James to receive an offset from the Final Settlement Payment based on such recoveries (*e.g.*, if Raymond James is entitled to receive One Million Dollars (\$1,000,000.00) under this Section for recoveries the Receiver obtained before Raymond James makes the Final Settlement Payment, and the Receiver elects not to escrow such amount, the Final Settlement Payment shall be reduced by One Million Dollars (\$1,000,000.00). Any amounts due to Raymond James pursuant to this Section for recoveries obtained by the Receiver after Raymond James has made the Final Settlement Payment shall become payable by the Receiver within ninety (90) days after he has received the recovery. In connection with Raymond James' rights under this Section 6(a), the Receiver agrees that he shall use his best efforts and pursue litigation and other recoveries under this Section 6(a) in good faith. The Receiver further agrees to advise Raymond James prior to settling any claims for such recoveries, consult quarterly with Raymond James regarding the status of the Receiver's attempts to recover such proceeds, and provide Raymond James with an annual report of the Receiver's attempts to recover such proceeds. Nothing in this Section 6(a), however, shall impact the Receiver's independence or ability to exercise his business judgment in deciding whether or not to pursue and/or settle any claims or recoveries. The Receiver hereby represents and warrants that he has not assigned any claims belonging to the Receivership Estate or any of the Receivership Entities, or proceeds of such claims, nor has he entered into any sharing agreements regarding such claims, and will not do so without written consent from Raymond James. Notwithstanding anything in this Agreement or under applicable legal doctrine, Raymond James shall not have any standing or other right to appear and be heard in connection with the administration of the Receivership Estate or the Receiver's pursuit of any

¹ The Receiver will cooperate in executing any documents that Raymond James reasonably requires in order to perfect its interest in this partial assignment of proceeds, including but not limited to a UCC-1 Financing Statement.

claims or recoveries, except to the extent necessary to protect Raymond James' rights under this Agreement. For purposes of clarity, Raymond James' sole right under this Section 6(a) is the right to receive a percentage of net proceeds, pursuant to the provisions set forth herein.

b. As used in this Agreement, the term "net proceeds" means the amounts remaining from the recoveries of the Receiver, whether by litigation or otherwise, after payment of all legitimate business expenses, including but not limited to, all liens, encumbrances and other valid interests, attorneys' fees, Receiver's fees, and other costs and expenses incurred in connection with obtaining such proceeds.

7. ASSIGNMENT OF INVESTOR INTERESTS

a. **Suites Phase I Investors.** As a condition precedent to the receipt of funds pursuant to Section 3(d)(i) of this Agreement, in addition to executing the Investor Release, the Suites Phase I Investors who receive funds must assign to the Receiver any interest they may have had, or still have, in and to the Tram Haus Lodge by executing an Assignment of Limited Partnership Interest in substantially the same form as the attached Exhibit "G". The Receiver shall not disburse funds to a Suites Phase I Investor pursuant to Section 3(d)(i) unless such Investor first executes an Assignment of Limited Partnership Interest.

b. **Biomedical Phase VII Investors.** As a condition precedent to the receipt of funds pursuant to Sections 3(d)(iv) of this Agreement, in addition to executing the Phase VII and VIII Investor Release, the Biomedical Phase VII Investors who are eligible to receive funds as provided for hereunder must assign to the Receiver any interest they have in Biomedical Phase VII by executing an Assignment in substantially the same form as the attached Exhibit "H." The Receiver shall not disburse funds to a Biomedical Phase VII Investor pursuant to Section 3(d)(iv) unless such Investor first executes the Assignment and the Phase VII and VIII Investor Release. The Assignment shall conform to the provisions of Section 5(d)(ii) above.

c. **Q Burke Phase VIII Investors.** As a condition precedent to the receipt of funds pursuant to Sections 3(d)(vi) and 3(d)(vii) of this Agreement, in addition to executing the Phase VII and VIII Investor Release, the Q Burke Phase VIII Investors who receive funds must assign to Raymond James, certifying that they have not placed any liens and encumbrances, and that they are not aware of any liens or encumbrances (other than those provided by this Section), their respective right to receive proceeds from their interests in Q Burke Phase VIII by executing an Assignment of Proceeds in substantially the same form as the attached Exhibit "I". The Receiver shall not disburse funds to a Q Burke Phase VIII Investor pursuant to Sections 3(d)(vi) and 3(d)(vii) unless such Investor executes an Assignment of Proceeds. The Assignment of Proceeds shall conform to Section 5(d)(iii) above. Subject to the terms of Section 5(d)(iii) above, Raymond James shall be entitled to receive all proceeds to the fullest extent of the Investor's Q Burke Phase VIII partnership interests, with no exclusions or offsets that are not applied to all other Q Burke Phase VIII Investors.

8. Q BURKE PHASE VIII ESCROW

Raymond James shall receive a refund of any funds held in escrow pursuant to Section 3(d)(vi) that are not required to be paid to a Q Burke Phase VIII Investor pursuant to this Agreement. Any portion of the escrow held by the Receiver that is not returned to Q Burke Phase VIII Investors pursuant to this Agreement within four (4) years after the Bar Order becomes Final (subject to extension by the District Court in the SEC Action for good cause shown) shall be remitted to Raymond James, along with interest earned on the amount held in escrow, if any. The Receiver shall consult quarterly with Raymond James and provide annual reports to Raymond James detailing the amount held in escrow, the amounts distributed, and releases obtained pursuant to Section 5(d)(iii), and the status of job creation for the Q Burke Phase VIII project.

9. STAY AND DISMISSAL OF ACTIONS

a. **Stay of Actions.** The Preliminary Approval Order shall (i) stay the Receiver's Action, the Investor Class Action, and the Other Investor Actions as to Raymond James and Burstein; and (ii) provide that, in the event that the Bar Order is vacated, reversed, or modified in any way, and the stays are lifted, discovery will be reopened in the Receiver's Action in order that Raymond James and the Receiver will not have been prejudiced by the stay. In the event that the Bar Order is vacated, reversed, or modified in any way, and the stay in the Investor Class Action is lifted, Class Counsel and Raymond James agree that discovery will be reopened in the Investor Class Action in order that neither party will have been prejudiced by the stay.

b. **Dismissal of the Receiver's Action and the Investor Class Action.** Within ten (10) days after the Bar Order becomes Final, (i) the Receiver shall dismiss with prejudice Raymond James and Burstein from the Receiver's Action; and (ii) Class Counsel shall, with Raymond James' cooperation, submit to the District Court in the Investor Class Action a stipulation of dismissal, which dismisses the claims against Raymond James and Burstein with prejudice and which attaches this Agreement, the Preliminary Approval Order, the Bar Order, and a proposed order in the form attached hereto as Exhibit "J" (entry of the order being referred to as the "Investor Class Action Dismissal").

10. DISTRIBUTION OF ATTORNEYS' FUND

a. The Attorneys' Fund established by Section 3(d)(viii) shall be distributed in accordance with the following provisions except to the extent as the District Court in the SEC Action shall otherwise direct:

i. Within thirty (30) days after the Preliminary Approval Order, all attorneys wishing to seek compensation from the Attorneys' Fund for services rendered on behalf of Investors must serve the Receiver, Class Counsel, and counsel to Raymond James a claim for compensation in substantially the same form as the Attorney Claim Form attached hereto as Exhibit "K" (the "Attorney Claim Form") and file with the District Court in the SEC Action a Notice of Service of Attorney Claim Form in substantially the same form as the Notice

of Service of Attorney Claim Form attached hereto as Exhibit "L". Failure of an attorney to submit an Attorney Claim Form and file a Notice of Service of Attorney Claim Form within such time period shall bar compensation from the Attorneys' Fund.

ii. Class Counsel shall confer with all attorneys who submitted Attorney Claim Forms (the "Fee Claimants") in good faith and attempt to agree on the allocation of the Attorneys' Fund among all Fee Claimants. If Class Counsel and all Fee Claimants agree to the allocation of the Attorneys' Fund, they shall so notify the Receiver and the District Court in the SEC Action of the proposed allocation of funds among the Fee Claimants and, if approved by the District Court in the SEC Action, the Receiver shall disburse the Attorneys' Fund in accordance with the Court's order, subject to Section 10(iv) below.

iii. If Class Counsel and the Fee Claimants are unable to reach agreement as to the allocation of the Attorneys' Fund on or before the objection deadline established by the Court in the notice (a draft of which is attached hereto as Exhibit C), Class Counsel joined with the Fee Claimants who have reached agreement on the one hand, and severally those Fee Claimants who have not reached agreement on the other hand, shall file motions for attorneys' fees before the District Court in the SEC Action, and the District Court in the SEC Action shall establish the distribution scheme for the Attorneys' Fund.

iv. Notwithstanding any other provisions in this Agreement, the Receiver shall not disburse any monies held in the Attorneys' Fund until the Preliminary Approval Order, the Bar Order, and the Investor Class Action Dismissal are all Final.

v. No attorneys shall be entitled to further compensation from the Receivership Estate or Raymond James relating to any claims against Raymond James.

vi. Consistent with Section 15(i), the resolution of the distribution of the Attorneys' Fund shall have no effect on the other terms of this Agreement. All other terms of this Agreement shall remain in full force and effect irrespective of any objections regarding the distribution of the Attorneys' Fund and irrespective of any decision by the District Court in the SEC Action regarding the disbursement of the Attorneys' Fund pursuant to any agreement, any motion for attorneys' fees, or the terms provided for hereunder.

11. REVERSAL, VACATION OR MODIFICATION

In the event that the Bar Order is vacated, reversed on appeal, or modified in any manner such that it no longer bars the commencement or continuation of any and all civil actions against the Raymond James Released Parties or as otherwise more fully described in the Bar Order with respect to the events and occurrences underlying the claims in the SEC Action, the Receiver's Action, the Investor Class Action or the Other Investor Actions, then:

a. The Receiver shall be bound by the release set forth in Section 5(a) of this Agreement.

b. The Receiver shall be bound by the Assignment of Proceeds of Sale executed by the Receiver pursuant to Section 6(a) of this Agreement.

c. Any Investor who has accepted payment and signed a release pursuant to this Agreement shall be bound by the release.

d. With respect to any Investor for whom Raymond James succeeded to that Investor's interest or received an Assignment of Proceeds from that Investor, such succession or assignment shall be valid and enforceable (as limited by the Assignment of Proceeds).

e. To the extent that any funds remain in the Biomedical Phase VII escrow account, such funds shall be returned to Raymond James, with all accrued interest, if any, within thirty (30) days.

f. As separate consideration for the immediate funding pursuant to Sections 3(d)(ii), 3(d)(iii), and 3(d)(iv) to satisfy trade debt on the Jay Peak Resort and Burke Mountain Hotel to meet the needs for Stateside Phase VI, and to allow the immediate return of funds to Biomedical Phase VII Investors:

i. Raymond James shall be entitled to a set-off of the total amount of Five Million One Hundred Thousand Dollars (\$5,100,000.00) paid pursuant to Section 3(d)(ii) in any actions relating to Hotel Phase I, Hotel Phase II, Penthouse Phase III, Golf and Mountain Phase IV, Lodge and Townhouses Phase V, and Stateside Phase VI. Such set-off shall be made equitably in proportion to the amount by which each phase benefited from the payment, and shall be deducted before and not be subject to trebling or punitive damages in any judgment against Raymond James related to Hotel Phase I, Hotel Phase II, Penthouse Phase III, Golf and Mountain Phase IV, Lodge and Townhouses Phase V, and Stateside Phase VI.

ii. Raymond James shall be entitled to a set-off of the total amount of Nineteen Million Six Hundred Eighty Seven Thousand Dollars (\$19,687,000.00) paid pursuant to Section 3(d)(iii) in any actions relating to Stateside Phase VI. In addition, such funds paid pursuant to Sections 3(d)(iii) shall be deducted and not subject to trebling or punitive damages in any judgment against Raymond James related to Stateside Phase VI.

iii. To the extent that funds were paid to Biomedical Phase VII Investors pursuant to this Agreement, Raymond James shall be entitled to a set-off of the total amount paid pursuant to Section 3(d)(iv) in any actions relating to Biomedical Phase VII. In addition, such funds paid pursuant to Section 3(d)(iv) shall be deducted and not subject to trebling or punitive damages in any judgment against Raymond James related to Biomedical Phase VII.

12. REPRESENTATIONS AND WARRANTIES

a. **Representation and Warranties of Raymond James.** Raymond James hereby represents and warrants that as of the Effective Date: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with all requisite power and authority to carry on the business in which it is engaged, to own the properties it owns, to execute this Agreement and to consummate the transactions contemplated

hereby; (b) it has full requisite power and authority to execute and deliver and to perform its obligations under this Agreement, and the execution, delivery and performance hereof, and the instruments and documents required to be executed by it in connection herewith (i) have been duly and validly authorized by it and (ii) are not in contravention of its organizational documents or any material agreements specifically applicable to it; (c) no proceeding, litigation or adversary proceeding before any court, arbitrator or administrative or governmental body is pending against it which would materially and adversely affect its ability to enter into this Agreement or to perform its obligations hereunder; (d) it will pursue the approval of this Agreement, including entry of the Preliminary Approval Order and Bar Order and Investor Class Action Dismissal, in good faith and using its best efforts; and (e) it will perform the obligations created by this Agreement and cooperate with the Receiver and Class Counsel in good faith regarding this Agreement.

b. **Representation and Warranties of the Receiver.** The Receiver hereby represents and warrants that as of the Effective Date: (a) subject to the entry of the Preliminary Approval Order and Bar Order, he has the power and authority to bind the applicable Receivership Entities to the terms of this Agreement or otherwise has been duly authorized to execute and deliver this Agreement on their behalf; (b) the Receiver will pursue the approval of this Agreement, including entry of the Preliminary Approval Order and Bar Order and Investor Class Action Dismissal, in good faith and using his best efforts; (c) he will perform the obligations created by this Agreement and cooperate with Raymond James and Class Counsel in good faith regarding this Agreement; and (d) he has, or has caused to be conducted by his counsel or other persons under his control, conducted a reasonably diligent search of the records of the Receivership Entities to ascertain the EB-5 investors and creditors of each of the Receivership Entities.

c. **Representation and Warranties of Class Counsel.** Class Counsel hereby represents and warrants that as of the Effective Date: (a) they are authorized to enter into this Agreement; (b) they will pursue the approval of this Agreement, including entry of the Preliminary Approval Order and Bar Order and Investor Class Action Dismissal, in good faith and using their best efforts; and (c) they will perform the obligations created by this Agreement and cooperate with the Receiver and Raymond James in good faith regarding this Agreement.

13. COVENANTS

a. **Covenants of Raymond James.** Raymond James hereby covenants and agrees that it shall take all actions reasonably necessary to obtain (and shall take no action to impede or preclude) the entry of the Preliminary Approval Order and Bar Order and Investor Class Action Dismissal and the implementation of this Agreement.

b. **Covenants of the Receiver.** The Receiver, for himself and, as applicable, on behalf of the Receivership Entities, hereby covenants and agrees that he shall take, and shall cause the Receivership Entities to take, all actions reasonably necessary to obtain (and shall take no action to impede or preclude) the entry of the Preliminary Approval Order and the Bar Order and Investor Class Action Dismissal, including, without limitation, performing the obligations set forth in Section 4 of this Agreement. The Receiver, for himself and, as applicable, on behalf of the Receivership Entities, hereby covenants and agrees that he shall take, and shall cause the

Receivership Entities to take, all actions reasonably necessary to enforce and carry out the Preliminary Approval Order and/or Bar Order, including cooperating in any efforts by Raymond James to enforce the Preliminary Approval Order and/or Bar Order.

c. **Covenants of Class Counsel.** Class Counsel hereby covenant and agree that they shall take all actions reasonably necessary to obtain (and shall take no action to impede or preclude) the entry of the Preliminary Approval Order and Bar Order and Investor Class Action Dismissal and the implementation of this Agreement. Class Counsel hereby covenant and agree that they shall take all actions reasonably necessary to enforce and carry out the Preliminary Approval Order and Bar Order, including cooperating in any efforts by Raymond James to enforce the Preliminary Approval Order and/or Bar Order.

14. VERMONT SETTLEMENT FUNDS.

a. **Retention of Certain Payments.** Irrespective of whether the Effective Date occurs, the Receiver is entitled to retain the Vermont Settlement Funds and use them to pay contractor claims or expenses related to Stateside Phase VI, subject to the approval of the VDFR.

15. MISCELLANEOUS.

a. **Amendments.** This Agreement may not be modified, amended or supplemented except by a written agreement executed by each Party to be affected by such modification, amendment or supplement, and approved by the District Court in the SEC Action.

b. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties, the Receivership Estates, and their respective heirs, executors, administrators, successors, and assigns, including without limitation upon any successor receiver in the SEC Action, or any trustee, custodian, or other estate representative appointed in a case under title 11 of the United States Code.

c. **No Admission of Liability; No Estoppel Effect.** The execution of this Agreement is not intended to be, nor shall it be construed as, an admission or evidence in any pending or subsequent suit, action, proceeding or dispute of any liability, wrongdoing, or obligation whatsoever (including as to the merits of any claim or defense) by any Party to any other Party or any other Person with respect to any of the matters addressed in this Agreement. None of this Agreement, the settlement or any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission or evidence of the validity of any claim, or any allegation made against Raymond James; (ii) is or may be deemed to be or may be used as an admission or evidence of any liability, fault or omission of Raymond James, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) is or may be deemed to be or used as admission or evidence of or have any evidentiary, res judicata, or collateral estoppel effect on the Receiver's or Class Counsel's ability to assert claims, as applicable, against any party other than the Raymond James Released Parties. None of this Agreement, the settlement, or any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement shall be admissible in any proceeding for any purposes, except in the SEC Action, and except that Raymond James may file this Agreement in any action for any

purpose, including but not limited to support a defense or counterclaim based on the principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense of counterclaim.

d. **Good Faith Negotiations.** The Parties further recognize and acknowledge that each of the Parties hereto is represented by counsel, and such Party received independent legal advice with respect to the advisability of entering into this Agreement. Each of the Parties acknowledges that the negotiations leading up to this Agreement were conducted regularly, at arm's length, and in good faith; this Agreement is made and executed by and of each Party's own free will; that each Party knows all of the relevant facts and his or its rights in connection therewith; and that he or it has not been improperly influenced or induced to make this settlement as a result of any act or action on the part of any party or employee, agent, attorney or representative of any party to this Agreement. The Parties further acknowledge that they entered into this Agreement because of their desire to avoid the further expense and inconvenience of litigation and other disputes, and to compromise permanently and settle the claims between the Parties that are settled by the execution of this Agreement.

e. **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the Parties hereto and the Raymond James Released Parties (to the extent of the Bar Order, the releases, and dismissals) any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof, and the covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of the Parties hereto and their respective successors and assigns. For the avoidance of doubt, only the signatories hereto and the beneficiaries hereof may seek to enforce this Agreement.

f. **Governing Law; Retention of Jurisdiction; Service of Process.** This Agreement shall be governed by and construed in accordance with the federal law, and, to the extent not applicable, with the internal laws of the State of Florida, without giving effect to any principles of conflicts of law. By its execution and delivery of this Agreement, each of the Parties hereby irrevocably and unconditionally agrees that any legal action, suit or proceeding between the Parties with respect to any matter under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought in the District Court in the SEC Action, and by execution and delivery of this Agreement, each Party hereby irrevocably accepts and submits itself to the jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceeding. In the event any such action, suit or proceeding is commenced, the Parties hereby agree and consent that service of process may be made, and personal jurisdiction over any Party hereto in any such action, suit or proceeding may be obtained, by service of a copy of the summons, complaint and other pleadings required to commence such action, suit or proceeding upon the Party at the address of such Party set forth in Section 15(l) hereof.

g. **Entire Agreement.** This Agreement constitutes the full and entire agreement among the Parties with regard to the subject hereof, and supersedes all prior negotiations, representations, promises or warranties (oral or otherwise) made by any Party with respect to the subject matter hereof. No Party has entered into this Agreement in reliance on any other Party's

prior representation, promise or warranty (oral or otherwise) except for those that may be expressly set forth in this Agreement.

h. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy of this Agreement and all of which, when taken together, shall constitute one and the same Agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts, provided receipt of copies of such counterparts is confirmed.

i. **Not Severable.** Except as to procedural issues set forth in Section 10 above, no provision of this Agreement shall be severable from this Agreement. Accordingly, except as set forth in Section 10 above, if any portion of this Agreement is held to be prohibited, invalid, or unenforceable, then the Settlement Agreement as a whole shall be deemed invalid and unenforceable and shall not be binding on the parties, but Section 11 shall apply.

j. **Access to Receiver's Accountant.** The Receiver agrees to provide Raymond James with such reports and records as the parties agree are reasonably necessary for Raymond James to monitor its rights under this Agreement, or are reasonably necessary for other proceedings or for investigations, at Raymond James' expense.

k. **Nondisparagement.** The Receiver and Class Counsel agree that no one vested to act, speak, or write on their behalf will disparage the Raymond James Released Parties or their respective professional reputations. Raymond James agrees that no one vested to speak on its behalf will disparage the Receiver or Class Counsel or their professional reputations.

l. **Notices.** Any notice required or permitted to be provided under this Agreement shall be in writing and served by electronic mail and either (a) certified mail, return receipt requested, postage prepaid, (b) hand delivery, or (c) reputable overnight delivery service, freight prepaid, to be addressed as follows:

If to the Receiver, to:

Michael I. Goldberg, Esq.
Akerman LLP
350 East Las Olas Boulevard, Ste. 1600
Fort Lauderdale, FL 33301
Tel: (954) 468-2444
Fax: (954) 463-2224
Email: michael.goldberg@akerman.com

with a copy to:

Jeffrey C. Schneider, Esq.
Levine Kellogg Lehman Schneider + Grossman, LLP
201 S. Biscayne Blvd.
22nd Floor
Miami, FL 33131
Tel: (305) 403-8788

Fax: (305) 403-8789
Email: jcs@lklsg.com

If to Raymond James, to:

Raymond James & Associates, Inc.
Attention: Michael Alford, Deputy General Counsel
880 Carillon Parkway
Saint Petersburg, FL 33716
Tel: (727) 567-5198
Fax: (866) 206-1089
Email: michael.alford@raymondjames.com

with a copy to

Stanley H. Wakshlag, Esq.
Deborah S. Corbishley, Esq.
Kenny Nachwalter, P.A.
Four Seasons Tower
Suite 1100
1441 Brickell Avenue
Miami, FL 33131
Tel: (305) 373-1000
Fax: (305) 372-1861
Email: shw@knpa.com
dsc@knpa.com

If to Class Counsel, to:

Thomas A. Tucker Ronzetti, Esq.
Harley S. Tropin, Esq.
Kozyak Tropin & Throckmorton
2525 Ponce de Leon Blvd.
9th Floor
Miami, FL 33134
Tel: (305) 372-1800
Fax: (305) 372-3508
Email: tr@kttlaw.com
hst@kttlaw.com

m. **Further Assurances.** Each of the Parties hereto agrees to execute and deliver, or to cause to be executed and delivered, all such instruments, and to take all such action as the other Parties may reasonably request in order to effectuate the intent and purposes of, and to carry out the terms of, this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest date set forth below.

**Michael I. Goldberg, not individually,
but solely in his capacity as Receiver for the
Receivership Entities**



Dated: April 13, 2017.

**Raymond James & Associates, Inc., a Florida
corporation**

By: _____
Its: _____

Dated: April 13, 2017.

**Kozyak Tropin & Throckmorton, as Class
Counsel**


By: Tuck Rana

Dated: April 13, 2017.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest date set forth below.

**Michael I. Goldberg, not individually,
but solely in his capacity as Receiver for the
Receivership Entities**

Dated: April 13, 2017.

**Raymond James & Associates, Inc., a Florida
corporation**



By: Michael R. Alford
Its: SVP - Deputy General Counsel

Dated: April 13, 2017.

**Kozyak Tropin & Throckmorton, as Class
Counsel**

Dated: April 13, 2017.

Schedule A

(List of Receivership Entities)

Jay Peak, Inc.

Q Resorts, Inc.

Jay Peak Hotel Suites L.P.

Jay Peak Hotel Suites Phase II L.P.

Jay Peak Management, Inc.

Jay Peak Penthouse Suites L.P.

Jay Peak GP Services, Inc.

Jay Peak Golf and Mountain Suites L.P.

Jay Peak GP Services Golf, Inc.

Jay Peak Lodge and Townhouses L.P.

Jay Peak GP Services Lodge, Inc.

Jay Peak Hotel Suites Stateside L.P.

Jay Peak GP Services Stateside, Inc.

Jay Peak Biomedical Research Park L.P.

AnC Bio Vermont GP Services, LLC

Q Burke Mountain Resort, Hotel and Conference Center, L.P.

Q Burke Mountain Resort GP Services, LLC

Jay Construction Management, Inc.

GSI of Dade County, Inc.

North East Contract Services, Inc.

Q Burke Mountain Resort, LLC

INDEX TO EXHIBITS A-L

<u>Exhibit</u>	<u>Identity</u>	<u>Settlement Agreement Para.</u>
A	Preliminary Approval Order	4(b)
B	Approval and Bar Order	4(b)
C	Notice	4(b)
D	Investor Release	5(d)(i)
E	Phase VII and Phase VIII Investor Release	5(d)(ii) and 5(d)(iii)
F	Partial Assignment of Proceeds	6(a)
G	Assignment of Limited Partnership Interest—Phase I	7(a)
H	Assignment—Phase VII	7(b)
I	Assignment—Phase VIII	7(c)
J	Investor Class Action Dismissal and Order	9(b)
K	Attorney Claim Form	10
L	Notice of Service of Attorney Claim Form	10

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 16-CV-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.,
Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants, and

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants

**ORDER (I) PRELIMINARILY APPROVING SETTLEMENT
BETWEEN RECEIVER, INTERIM CLASS COUNSEL, AND RAYMOND JAMES &
ASSOCIATES, INC.; (II) TEMPORARILY STAYING RELATED LITIGATION
AGAINST RAYMOND JAMES & ASSOCIATES, INC.; (III) APPROVING FORM AND
CONTENT OF NOTICE, AND MANNER AND METHOD OF SERVICE
AND PUBLICATION; (IV) SETTING DEADLINE TO OBJECT TO APPROVAL OF
SETTLEMENT AND ENTRY OF BAR ORDER; AND (V) SCHEDULING A HEARING**

THIS MATTER came before the Court upon the Motion for (i) Approval of Settlement between Receiver, Interim Class Counsel, and Raymond James & Associates, Inc.; (ii) Approval of Form, Content and Manner of Notice of Settlement and Bar Order; (iii) Temporary Stay of Related Litigation Against Raymond James & Associates, Inc.; and (iv) Entry of a Bar Order; with Incorporated Memorandum of Law [D.E. ____] (the “Motion”) filed by the Michael I. Goldberg, as the Court-appointed receiver (the “Receiver”) of the entities set forth on Exhibit A to this Order (the “Receivership Entities”) in the above-captioned civil enforcement action (the “SEC Action”). The Motion concerns the Receiver’s request for approval of the proposed settlement with Interim Class Counsel and Raymond James & Associates, Inc. (“Raymond James”) set forth in the Settlement Agreement dated April 13, 2017 (the “Settlement Agreement”) attached as Ex. A to the Motion. Terms used but not defined in this Order have the meaning ascribed to them in the Settlement Agreement.

By way of the Motion, the Receiver seeks an Order preliminarily approving the Settlement Agreement and establishing procedures to provide notice of the settlement and an opportunity to object, setting a deadline to object and scheduling a hearing. After reviewing the terms of the Settlement Agreement, reviewing the Motion and its exhibits, and considering the arguments and proffers set forth in the Motion, the Court preliminarily approves the Settlement Agreement and hereby establishes procedures for final approval of the Settlement Agreement and entry of the Bar Order as follows:

1. **Preliminary Approval.** Based upon the Court’s review of the Settlement Agreement, the Motion and its attachments, and upon the arguments and proffers set forth in the Motion, the Court preliminarily finds that the settlement is fair, adequate and reasonable, is a prudent exercise of the business judgment by the Receiver, and is the product of good

faith, arm's length and non-collusive negotiations between the Receiver and Raymond James. The Court, however, reserves a final ruling with respect to the terms of the Settlement Agreement, including the Bar Order, until after the Final Approval Hearing (defined below).

2. **Stay of Related Litigation Against Raymond James.** The Court also finds that, under its broad equitable power, a temporary stay of the Receiver's action against Raymond James, captioned *Goldberg v. Raymond James & Associates, Inc. et al.*, Case No. 16-CV-21831-JAL (S.D. Fla.) (the "Receiver's Action"), and the actions brought by investors in certain Receivership Entities against Raymond James, including, without limitation, *Daccache v. Raymond James & Associates, Inc. et al.*, Case No. 16-CV-21575-FAM; *Zhang v. Raymond James & Associates, Inc. et al.*, Case No. 16-CV-24655-KMW (S.D. Fla.); *Gonzalez et al. v. Raymond James & Associates, Inc. et al.*, Case No. 16-17840-CA-01 (11th Jud. Cir. Miami-Dade Cty); and *Waters v. Raymond James & Associates, Inc. et al.*, Case No. 11-2016-CA-001936-0001-XX (20th Jud. Cir. Collier Cty) (collectively, the "Investor Actions"), is warranted to preserve the claims of the Receiver being settled and the orderly administration of the Receivership Estate. This stay shall only be effective with respect to claims against Raymond James and does not affect the prosecution of any claim against any other defendant in the Receiver's Action or the Investor Actions. This stay does not apply to any pending or future actions brought by any federal or state governmental bodies or agencies.
3. **Notice.** The Court approves the form and content of the notice attached as Ex. C to the Settlement Agreement (the "Notice"). Service or publication of the Notice in accordance with the manner and method set forth in this paragraph constitutes good and sufficient

notice, and is reasonably calculated under the circumstances to notify all interested parties of the Motion, the Settlement Agreement and the Bar Order, and of their opportunity to object thereto and attend the Final Approval Hearing (defined below) concerning these matters; furnishes all parties in interest a full and fair opportunity to evaluate the settlement and object to the Motion, the Settlement Agreement, the Bar Order, and all matters related thereto; and complies with all requirements of applicable law, including, without limitation, the Federal Rules of Civil Procedure, the Court's local rules, and the United States Constitution. Accordingly:

- a. The Receiver is directed, no later than 10 days after entry of this Order, to cause the Notice in substantially the same form as attached to the Settlement Agreement, to be served via email (or if no electronic mailing address is available, then by first class U.S. mail, postage prepaid) to
 - i. all counsel who have appeared of record in the SEC Action;
 - ii. all counsel for all investors who are known by the Receiver to have appeared of record in any legal proceeding or arbitration commenced by or on behalf of any individual investor or putative class of investors seeking relief against any person or entity relating in any manner to the Receivership Entities or the subject matter of the SEC Action;
 - iii. all known investors in each and every one of the Receivership Entities identified in the investor lists in the possession of the Receiver at the addresses set forth therein; and
 - iv. all known non-investor creditors of each and every one of the Receivership Entities identified after a reasonable search by the Receiver.
 - v. all parties to the SEC Action, the Class Action, and the Investor Actions.
 - vi. all professionals, financial institutions, and consultants of the Receivership Entities identified by Raymond James from discovery in the Receiver's Action or Investor Actions.

- vii. all owners, officers, directors, and senior management employees of the Receivership Entities identified by Raymond James from discovery in the Receiver's Action or Investor Actions.
 - viii. other persons identified by Raymond James from discovery in the Receiver's Action or Investor Actions.
 - b. The Receiver is directed, no later than 10 days after entry of this Order, to cause the Notice in substantially the same form as attached to the Settlement Agreement to be published
 - i. twice a week for three consecutive weeks in each of The Burlington Free Press and Vermont Digger; and
 - ii. on the website maintained by the Receiver in connection with the SEC Action (www.JayPeakReceivership.com).
 - c. The Receiver is directed to provide promptly copies of the Motion, the Settlement Agreement, and all exhibits and attachments thereto, to any person who requests such documents via email to Kimberly Matregrano at kimberly.matregrano@akerman.com, or via telephone by calling Ms. Matregrano at 954-759-8929. The Receiver may provide such materials in the form and manner that the Receiver deems most appropriate under the circumstances of the request.
 - d. The Receiver is directed, no later than 5 days before the Final Approval Hearing (defined below), to file with the Court in the SEC Action written evidence of compliance with the subparts of this paragraph, which may be in the form of an affidavit or declaration.
- 4. **Final Hearing.** The Court will conduct a hearing before the Honorable Darrin P. Gayles in the United States District Court for the Southern District of Florida, Wilkie D.

Ferguson United States Courthouse, 400 North Miami Avenue, Miami, Florida 33128, in Courtroom 11-1, at __:__ .m. on _____, 2017 (the “Final Approval Hearing”). The purposes of the Final Approval Hearing will be to consider final approval of the Settlement Agreement, entry of a Bar Order as provided in Ex. B to the Settlement Agreement, and award of attorneys’ fees as described in paragraph 7.

5. Objection Deadline; Objections and Appearances at the Final Approval Hearing.

Any person who objects to the terms of the Settlement Agreement, the Bar Order provision, the Motion, or any of the relief related to any of the foregoing, must file an objection, in writing, with the Court pursuant to the Court’s Local Rules, no later than _____, 2017. All objections filed with the Court must:

- a. Contain the name, address, telephone number of the person filing the objection or his or her attorney;
- b. Be signed by the person filing the objection, or his or her attorney;
- c. State, in detail, the factual and legal grounds for the objection;
- d. Attach any document the Court should review in considering the objection and ruling on the Motion; and
- e. If the person filing the objection intends to appear at the Final Approval Hearing, make a request to do so.

Subject to the discretion of this Court, no person will be permitted to appear at the Final Approval Hearing without first filing a written objection and requesting to appear at the hearing in accordance with the provisions of this paragraph. Copies of any objections filed must be served by email or regular mail on:

Michael I. Goldberg
(michael.goldberg@akerman.com)
Akerman LLP
350 East Las Olas Boulevard, Ste. 1600
Fort Lauderdale, FL 33301

-and-

Jeffrey C. Schneider
(jcs@lklsg.com)
Levine Kellogg Lehman Schneider + Grossman, LLP
201 S. Biscayne Blvd., 22nd Floor
Miami, FL 33131

-and-

Stanley H. Wakshlag
(shw@knpa.com)
Deborah S. Corbishley
(dsc@knpa.com)
Kenny Nachwalter, P.A.
1441 Brickell Ave., Ste. 1100
Miami, FL 33131

-and-

Thomas A. Tucker Ronzetti
(tr@kttlaw.com)
Harley S. Tropin
(hst@kttlaw.com)
Kozyak Tropin & Throckmorton, LLP
2525 Ponce de Leon Blvd., 9th Floor,
Miami, FL 33134

Any person failing to file an objection by the time and in the manner set forth in this paragraph shall be deemed to have waived the right to object (including any right to appeal) and to appear at the Final Approval Hearing, and such person shall be forever barred from raising such objection in this action or any other action or proceeding, subject to the discretion of this Court.

6. Responses to Objections. Any party to the Settlement Agreement may respond to an objection filed pursuant to this Order by filing a response in the SEC Action. To the

extent any person filing an objection cannot be served by the Court's CM/ECF system, a response must be served to the email address provided by that objector, or, if no email address is provided, to the mailing address provided.

7. Attorneys' Fee Claims Forms. Within 30 days of the entry of this Order, all attorneys wishing to seek compensation from the Attorneys' Fund established in paragraph 10 of the Settlement Agreement for services rendered on behalf of Investors must serve the Receiver, Class Counsel, and counsel for Raymond James a claim for compensation in substantially the same form as the Attorney Claim Form attached as Exhibit "K" and file with the District Court in the SEC Action a Notice of Service of Attorney Claim Form in substantially the same form as the Notice of Service of Attorney Claim Form attached to the Settlement Agreement as Exhibit "L." Failure of an attorney to submit an Attorney Claim Form and file a Notice of Service of Attorney Claim Form within such time period shall bar compensation from the Attorneys' Fund. The procedures for distribution of the Attorneys' Fund and for resolution of disputes relating to distribution of the Attorneys' Fund set forth in paragraph 10 of the Settlement Agreement are hereby approved by this Court.

8. Adjustments Concerning Hearing and Deadlines. The date, time and place for the Final Approval Hearing, and the deadlines and other requirements in this Order, shall be subject to adjournment, modification or cancellation by the Court without further notice other than that which may be posted by means of the Court's CM/ECF system in the SEC Action. **If no objections are timely filed or if the objections are resolved before the hearing, the Court may cancel the Final Approval Hearing.**

9. No Admission. Nothing in this Order or the Settlement Agreement is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability or wrongdoing, or of any infirmity in the claims or defenses of the settling parties with regard to the SEC Action, the Receiver's Action, the Investor Actions, any proceeding therein, or any other case or proceeding.

10. Jurisdiction. The Court retains jurisdiction to consider all further matters relating to the Motion or the Settlement Agreement, including, without limitation, entry of an Order finally approving the Settlement Agreement and the Bar Order provision.

DONE AND ORDERED in Chambers at Miami, Florida, this ____ day of _____, 2017.

DARRIN P. GAYLES
UNITED STATES DISTRICT JUDGE

Exhibit A

(List of Receivership Entities)

Jay Peak, Inc.

Q Resorts, Inc.

Jay Peak Hotel Suites L.P.

Jay Peak Hotel Suites Phase II L.P.

Jay Peak Management, Inc.

Jay Peak Penthouse Suites L.P.

Jay Peak GP Services, Inc.

Jay Peak Golf and Mountain Suites L.P.

Jay Peak GP Services Golf, Inc.

Jay Peak Lodge and Townhouses L.P.

Jay Peak GP Services Lodge, Inc.

Jay Peak Hotel Suites Stateside L.P.

Jay Peak GP Services Stateside, Inc.

Jay Peak Biomedical Research Park L.P.

AnC Bio Vermont GP Services, LLC

Q Burke Mountain Resort, Hotel and Conference Center, L.P.

Q Burke Mountain Resort GP Services, LLC

Jay Construction Management, Inc.

GSI of Dade County, Inc.

North East Contract Services, Inc.

Q Burke Mountain Resort, LLC

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.,
Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II. L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES, L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants,

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants, and

Q BURKE MOUNTAIN RESORT, HOTEL AND
CONFERENCE CENTER, L.P.,
Q BURKE MOUNTAIN RESORT GP SERVICES, LLC

Additional Defendants

**FINAL ORDER (I) APPROVING SETTLEMENT BETWEEN RECEIVER, INTERIM
CLASS COUNSEL, AND RAYMOND JAMES & ASSOCIATES, INC.; AND
(II) BARRING, RESTRAINING, AND ENJOINING CLAIMS AGAINST
RAYMOND JAMES & ASSOCIATES, INC.**

THIS MATTER came before the Court on the Motion for Approval of Settlement between the Receiver, Interim Class Counsel, and Raymond James & Associates, Inc. [ECF No. ____] (the “**Motion**”) filed by Michael I. Goldberg, as the Court-appointed receiver (the “**Receiver**”) of the entities set forth on Exhibit A to this Order (the “**Receivership Entities**”) in the above-captioned civil enforcement action (the “**SEC Action**”). Pursuant to the Order (I) Preliminarily Approving the Settlement between Receiver, Interim Class Counsel, and Raymond James & Associates, Inc.; (II) Temporarily Staying Related Litigation Against Raymond James & Associates, Inc.; (III) Approving Form and Content of Notice, and Manner and Method of Service and Publication; (IV) Setting Deadline to Object to Approval of Settlement and Entry of Bar Order; and (V) Scheduling a Hearing [ECF No. ____] (the “**Preliminary Approval Order**”), the Court held a hearing on _____ to consider the Motion and hear objections, if any.

By way of the Motion, the Receiver requests final approval of the proposed settlement with Interim Class Counsel and Raymond James & Associates, Inc. (“**Raymond James**”) set forth in the Settlement Agreement dated April 13, 2017 (the “**Settlement Agreement**”) attached as Ex. A to the Motion, executed by the Receiver on behalf of each of the Receivership Entities, by Raymond James, and by Interim Class Counsel on behalf of all investors in the eight limited partnerships that are included in the Receivership Entities (the “**Investors**”) (collectively, the “**Settling Parties**”); and for entry of a bar order (the “**Bar Order**”) enjoining any and all persons (excluding any federal or state governmental bodies or agencies) from commencing or continuing litigation or other pursuit of any and all claims against any the Raymond James Released Parties that relate in any manner to those events, transactions and circumstances alleged in the SEC Action; *Goldberg v. Raymond James & Associates, Inc. et al.*, Case No. 16-CV-21831-JAL (S.D. Fla.) (the “**Receiver’s Action**”); *Daccache v. Raymond James & Associates,*

Inc. et al., Case No. 16-CV-21575-FAM (the “**Class Action**”); or *Zhang v. Raymond James & Associates, Inc. et al.*, Case No. 16-CV-24655-KMW (S.D. Fla.); *Gonzalez et al. v. Raymond James & Associates, Inc. et al.*, Case No. 16-17840-CA-01 (11th Jud. Cir. Miami-Dade Cty); and *Waters v. Raymond James & Associates, Inc. et al.*, Case No. 11-2016-CA-001936-0001-XX (20th Jud. Cir. Collier Cty) (the Class Action and the *Zhang*, *Gonzalez* and *Waters* actions are collectively referred to as the “**Investor Actions**”).

The Court’s Preliminary Approval Order preliminarily approved the Settlement Agreement, approved the form and content of the Notice, and set forth procedures for the manner and method of service and publication of the Notice to affected parties. The Preliminary Approval Order and related documents were served by email on all identifiable interested parties and publicized in an effort to reach any unidentified persons.

The Preliminary Approval Order set a deadline for affected parties to object to the Settlement Agreement or the Bar Order, and scheduled the hearing for consideration of such objections, as well as the Settling Parties’ argument and evidence in support of the Settlement Agreement and Bar Order. That deadline has passed, and Objections were filed at ECF No. _____.

The Receiver filed a Declaration with the Court in which he detailed his compliance with the notice and publication requirements contained in the Preliminary Approval Order [ECF No. ____].

This Court is fully advised of the issues in the various actions, as it has previously received evidence and heard argument concerning the events, circumstances, and transactions in the SEC Action, which resulted in the appointment of the Receiver and the issuance of the Preliminary Injunction [ECF # 238], the Permanent Injunction [ECF # 260], and the Asset Freeze

Order [ECF # 11]. In addition, the Court has read and considered the Motion, the Settlement Agreement, other relevant filings of record, and the arguments and evidence presented at the hearing; therefore, the Court **FINDS AND DETERMINES** as follows:

A. The Court has jurisdiction over the subject matter, including, without limitation, jurisdiction to consider the Motion, the Settlement Agreement and the Bar Order, and authority to grant the Motion, approve the Settlement Agreement, enter the Bar Order, and award attorneys' fees. *See* 28 U.S.C. § 1651; *SEC v. Kaleta*, 530 Fed. Appx. 360 (5th Cir. 2013) (affirming approval of settlement and entry of bar order in equity receivership commenced in a civil enforcement action). *See also Matter of Munford, Inc.*, 97 F.3d 449 (11th Cir. 1996) (approving settlement and bar order in a bankruptcy case); *In re U.S. Oil and Gas Lit.*, 967 F.2d 480 (11th Cir. 1992) (approving settlement and bar order in a class action).

B. The service or publication of the Notice as described in the Receiver's Declaration is consistent with the Preliminary Approval Order, constitutes good and sufficient notice, and is reasonably calculated under the circumstances to notify all affected persons of the Motion, the Settlement Agreement and the Proposed Bar Order, and of their opportunity to object thereto, of the deadline for objections, and of their opportunity to appear and be heard at the hearing concerning these matters. Accordingly, all affected parties were furnished a full and fair opportunity to object to the Motion, the Settlement Agreement, the Bar Order and all matters related thereto and to be heard at the hearing; therefore, the service and publication of the Notice complied with all requirements of applicable law, including, without limitation, the Federal Rules of Civil Procedure, the Court's local rules, and the due process requirements of the United States Constitution.

C. The Court has allowed any investors, creditors, objectors, and parties to the SEC Action, the Receiver's Action, and the Investor Actions to be heard if they desired to participate. Each of these persons or entities has standing to be heard on these issues.

D. The Settling Parties negotiated over a period of several months; their negotiations included the exchange and review of documents, multiple in-person meetings, numerous depositions, many telephone conferences, and a two-day mediation at which Class Counsel was also present.

E. The Settlement Agreement was entered into in good faith, is at arm's length, and is not collusive. The claims the Receiver brought against Raymond James involve disputed facts that would require substantial time and expense to litigate, with significant uncertainty as to the outcome of such litigation, the measurement of damages, the allocation of benefits to each relevant Receivership Entity, and any ensuing appeal. The Receivership Estate is limited and needs to be able to pay creditors, complete construction, as well as to focus on the operations and sale of the Estate assets. Litigation with Raymond James is costly and burdensome, with more than 100,000 pages of Raymond James' documents to review, complex transactions to understand, multiple witnesses, and substantial legal arguments to address.

F. The Receiver has a present and immediate need for the majority of the funds he is receiving pursuant to the settlement so as to distribute funds to those Investors who are unlikely to receive any significant benefits from their investments and to preserve and maximize the value of the assets in the Receivership Entities for the benefit of the remaining Investors and other creditors and stakeholders. Without immediate payment of these portions of the Settlement Payment, the ability of certain Investors to apply for residency may expire, rights of other

Investors may never come into being, and assets of the Receivership Estate will be wasted and have diminished value.

G. The Settlement Agreement provides for Raymond James to pay the Receiver a total Settlement Amount of One Hundred and Fifty Million Dollars (\$150,000,000.00) (the “Settlement Payment”) —a recovery for the Receivership Entities of, in absolute terms, One Hundred and Twenty-five Million Dollars (\$125,000,000.00)—which permits the Receiver to begin the process of immediately returning Sixty Seven Million Dollars (\$67,000,000.00) to some investors (comprising their principal investment, not including their administrative fee payment) and to protect and substantially increase the value of the assets for the remaining Investors. The remainder of the Settlement Payment (Twenty-Five Million Dollars) relieves Investors from the obligation to pay attorneys’ fees and costs out of their own recoveries with respect to claims against Raymond James.

H. The Settlement Agreement provides for payments to the Investors and creditors, enhanced value for the Investors, and offsets to liability, if any, of other defendants in the Receiver’s Action and the Investor Actions which are pending or may later be brought. The Court finds that the allocations and consideration for each phase of investors are fair and reasonable, both individually and as a whole.

I. Based upon the foregoing findings, the Court further finds and determines that entry into the Settlement Agreement is a prudent exercise of business judgment by the Receiver, that the proposed settlement as set forth in the Settlement Agreement is fair, adequate and reasonable, that the interests of all affected persons were fairly and reasonably considered and addressed, and that the Settlement Amount provides a recovery to the Receiver for the benefit of the Receivership Entities and the Investors that is well within the range of reasonableness. *See*

Sterling v. Stewart, 158 F.3d 1199 (11th Cir. 1996) (settlement in a receivership may be approved where it is fair, adequate and reasonable, and is not the product of collusion between the settling parties).

J. The Court also finds that the provisions of Section 11 of the Settlement Agreement fairly and equitably address the Receiver's need for immediate funds and fairly and equitably compensate Raymond James for the risks of making immediate payment of the Initial Settlement Payment, without waiting for relevant appellate periods to expire or appellate proceedings to be concluded.

K. Raymond James has conditioned its willingness to make the Settlement Payment on a full and final resolution with respect to any and all claims instituted now or hereafter by any and all of the Barred Persons (as defined below) against any and all of the Raymond James Released Parties (as defined below) that relate in any manner whatsoever to the Receivership Entities, the investments in the Receivership Entities made by the Investors, and those events, transactions and circumstances alleged in the SEC Action, the Receiver's Action, and the Investor Actions (the "Barred Claims," as more fully defined below). A necessary condition to Raymond James' ultimate agreement to the Settlement Agreement was the inclusion of the Bar Order. Pursuant to the terms of the Settlement Agreement, entry of the Bar Order is necessary for the Receiver to use and disburse the full Settlement Payment pursuant to the terms of the Settlement Agreement.

L. Raymond James is only willing to pay the Settlement Payment in exchange for finality as to the Barred Claims. The Court finds that Raymond James, the Receiver, and Interim Class Counsel have agreed to this Settlement in good faith and that Raymond James is paying a fair share of the potential damages for which it could be liable.

M. The Receiver's Action and the Investor Actions against Raymond James arise from the management and transfer of funds and margin loans in, to, from, and among accounts over which Ariel Quiros had signature power at Raymond James.

N. The investors made investments in eight limited partnerships created to meet the requirements of the EB-5 program, through which an investor who invested \$500,000 in a project that created ten or more jobs per investor would be eligible to apply for unconditional, permanent residency in the United States on an expedited basis. The eight limited partnerships into which the investments were made were intended to create economic assets that would operate, generate income, and possibly be sold to return capital.

O. The Initial Settlement Payment makes it possible for the completion of construction of Stateside Phase VI to create the necessary jobs for all investors in Stateside Phase VI to be eligible to apply for permanent legal residency. As a result, all investors in Phases I through VI, and nearly all of the investors in Phase VIII, have obtained, or will be eligible to obtain, permanent legal residency because of the creation of jobs through the limited partnerships.

P. Resort hotels and amenities were built and are operating for the Jay Peak Phases I through VI and the Q Burke Phase VIII partnerships. As a result, these limited partnerships have economic value.

Q. No project was completed and no qualifying jobs were created with respect to the Biomedical Phase VII project and, therefore, the Phase VII investors will achieve neither the right to permanent residency nor economic asset creation. Indeed, it appears that much of Phase VII's investment capital may have been used to pay other limited partnership's expenses, to pay for illusory assets, or to enrich others. The Settlement Agreement, therefore, provides for the

remaining Phase VII investors to receive their capital investment back (not including administrative fees). The Settlement Agreement further provides for the remaining Phase VII investors to be eligible to receive their administrative fees back from the sale of Phase VII's property, while also preserving their ability to recover their administrative fees from persons other than the Raymond James Released Parties.

R. While the Q Burke Phase VIII hotel was built, the partnership was undersubscribed and it is not yet certain that it has or will generate sufficient jobs to allow for all of the investors in Phase VIII to obtain unconditional permanent residency. The Receiver has concluded that it is reasonably likely that sufficient jobs were created for all but twenty (20) of the investors to be eligible to apply for permanent legal residency. He anticipates that the number of jobs should increase and be resolved in the foreseeable future. The Settlement Agreement, therefore, provides for those who do not receive this benefit from their investment to receive their capital investment back (not including administrative fees) when the number of jobs has been established. The Final Settlement Payment, therefore, creates a fund for the Phase VIII investors for whom sufficient jobs may not be created to support their right to the unconditional permanent residency application. The Settlement Agreement further provides for those investors for whom sufficient jobs have not been created to be eligible to receive their administrative fees back from their proportional interest in the partnership and the sale of Phase VIII's property.

S. Notice to Affected Parties

The Receiver has given the best practical notice of the proposed Settlement Agreement and Bar Order to all known interested persons:

1. all counsel who have appeared of record in the SEC Action;
2. all counsel for all of the Investors who are known by the Receiver to have appeared of record in any legal proceeding or arbitration commenced by or on behalf of any individual Investor or putative class of investors seeking relief against any person or

entity relating in any manner to the Receivership Entities or the subject matter of the SEC Action;

3. all known Investors in each and every one of the Receivership Entities identified in the investor lists in the possession of the Receiver at the addresses set forth therein; and
4. all known non-investor creditors of each and every one of the Receivership Entities identified after a reasonable search by the Receiver.
5. all parties to the SEC Action, the Class Action, and the Investor Actions.
6. all professionals, financial institutions, and consultants of the Receivership Entities identified by Raymond James from discovery in the Receiver's Action or Investor Actions.
7. all owners, officers, directors, and senior management employees of the Receivership Entities identified by Raymond James from discovery in the Receiver's Action or Investor Actions.
8. other persons identified by Raymond James from discovery in the Receiver's Action or Investor Actions.

The Receiver has maintained a list of those given notice. Access to that list will be permitted as necessary if a Barred Person as defined below denies receiving notice and asserts that this Order is therefore inapplicable to that Barred Person.

In addition, the Receiver has published the Notice approved by the Preliminary Approval Order in the Vermont Digger, and The Burlington (Vermont) Free Press, twice a week for three consecutive weeks. The Receiver has also maintained the Notice on the website maintained by the Receiver in connection with the SEC Action (www.JayPeakReceivership.com).

Through these notices and publications, anyone with an interest in the Receivership Entities would have become aware of the Settlement Agreement and Bar Order and have been provided sufficient information to put them on notice how to obtain more information and/or object, if they wished to do so.

T. Benefits of the Settlement:

1. Trade, construction, and other creditors exist for Phases I through VI and Phase VIII. The Settlement Agreement provides funds for them to be paid, which is necessary for the Jay Peak Resort and Burke Mountain Hotel properties to be clear of liens and to obtain goods and services on the most favorable terms available.
2. With respect to the Hotel Suites Phase I investors, the Settlement Agreement provides for the return of their capital investment (not including administrative fees), less sums previously paid to them, and provides benefits to investors in Jay Peak Phases II through VI who receive the underlying assets of what was previously owned by the investors in Phase I.
3. With respect to Biomedical Phase VII, and all investors in Q Burke Phase VIII who are not eligible to apply for unconditional permanent residency due to the failure of the partnership to create the requisite number of jobs, the Settlement Agreement provides for the return of their capital investment (not including administrative fees), as the ability to receive an unconditional visa was not created. The Receiver has agreed to allow these investors to file a claim in the Receivership Estate for up to \$50,000 for the administrative fees they paid Jay Peak in connection with their investments, to be paid from their proportionate share of the property in their respective partnerships.
4. The Settlement Payment thus enhances the value of Phases II through VI and Phase VIII by allowing the Receiver to pay trade and construction creditors and other debts, adds the assets of Phase I to the Phase II through VI pool of assets, and requires the Receiver to contribute assets from the Receivership Estate necessary to run the Jay Peak Resort and Burke Mountain Hotel that otherwise did not belong to the limited partnerships, thus

allowing the Jay Peak Resort and Burke Mountain Hotel to be sold free and clear and as a whole. This enhances the ability to sell the Jay Peak Resort and the Burke Mountain Hotel with all associated assets and rights, thus enhancing their value for the benefit of their investors.

5. The Receiver agrees to release necessary claims by one entity against the others to the extent that funds of later phases were used to pay expenses and cost overruns of other phases.
6. With respect to unfinished construction at Phase VI, the Settlement Agreement provides immediate funds to complete it, which enhances not only the value of Phase VI specifically, but also the value of Phases II through V of which Phase VI is a part.
7. All investors in Phases II through VI and Phase VIII will benefit from the ability to sell the Jay Peak Resort as a single entity and the Burke Mountain Hotel as a single entity.
8. As a result of the Settlement Payments, creditors will be paid and claims against other defendants or third parties who may be jointly and severally liable will be significantly reduced. Damages in general for all Investors and the Receivership Entities will be reduced on all claims that have been or may be brought in the future, which benefits all current and future defendants.

U. The Bar Order and the releases in the Settlement Agreement are tailored to matters relating to the Barred Claims and are appropriate to maximize the value of the Receivership Entities for the benefit of the investors and other stakeholders. The Receiver will establish a distribution process through which investors and other interested parties may seek disbursement of funds of the Settlement Amount earmarked for them. The interests of persons affected by the Bar Order and the releases in the Settlement Agreement were well represented by

the Receiver, acting in the best interests of the Receivership Entities in his fiduciary capacity and upon the advice and guidance of his experienced counsel, and by Interim Class Counsel. Accordingly, the Settlement Agreement is fair, adequate and reasonable, and in the best interests of all creditors of, investors in, or other persons or entities claiming an interest in, having authority over, or asserting claims against the Receivership Entities, and of all persons who could have claims against Raymond James relating to the Barred Claims. The Bar Order is a necessary and appropriate order granting ancillary relief in the SEC Action.

V. Approval of the Settlement Agreement and the Bar Order and adjudication of the Motion are discrete from other matters in the SEC Action, and, as set forth above, the Settling Parties have shown good reason for the approval of the Settlement Agreement and Bar Order to proceed expeditiously. Therefore, there is no just reason for delay of the finality of this Order.

Based on the foregoing findings and conclusions, the Court **ORDERS, ADJUDGES, AND DECREES** as follows:

1. The Motion is **GRANTED** in its entirety. Any objections to the Motion or the entry of this Order are overruled to the extent not otherwise withdrawn or resolved.
2. The Settlement Agreement is **APPROVED**, and is final and binding upon the Settling Parties and their successors and assigns as provided in the Settlement Agreement. The Settling Parties are authorized to perform their obligations under the Settlement Agreement.
3. The Receiver shall use and disburse the Settlement Amount in accordance with the terms and conditions of the Settlement Agreement and a Plan of Distribution to be approved by this Court. Without limitation of the foregoing, upon the occurrence of the Effective Date, the releases set forth in Section 5 of the Settlement Agreement are **APPROVED**, and are final and binding on the Parties and their successors and assigns as provided in the Settlement

Agreement. The Court further approves the use of \$25,000,000 to establish the Attorneys' Fund to be disbursed in accordance with the terms of the Settlement Agreement.

4. The Bar Order as set forth in paragraph 5 of this Order is **APPROVED** as a necessary and appropriate component of the settlement. *See Kaleta*, 530 Fed. Appx. at 362 (entering bar order and injunction in an SEC receivership proceeding where necessary and appropriate as “ancillary relief” to that proceeding). *See also In re Seaside Eng’g & Surveying, Inc.*, 780 F.3d 1010 (11th Cir. 2015) (approving bar orders in bankruptcy matters); *Bendall v. Lancer Management Group, LLC*, 523 Fed. Appx. 554 (11th Cir. 2013) (the Eleventh Circuit “will apply cases from the analogous context of bankruptcy law, where instructive, due to limited case law in the receivership context”); *Munford, Inc. v. Munford, Inc.*, 97 F.3d 449, 454-55 (11th Cir. 1996); *In re Jiffy Lube Securities Litig.*, 927 F.2d 155 (4th Cir. 1991); *Eichenholtz v. Brennan*, 52 F.3d 478 (3d Cir. 1995).

5. BAR ORDER AND INJUNCTION: THE BARRED PERSONS ARE PERMANENTLY BARRED, ENJOINED, AND RESTRAINED FROM ENGAGING IN THE BARRED CONDUCT AGAINST THE RAYMOND JAMES RELEASED PARTIES WITH RESPECT TO THE BARRED CLAIMS, as those terms are herein defined.

- a. **The “Barred Persons”**: Any non-governmental person or entity, including, without limitation, (i) owners, officer and directors, limited and general partners, investors, and creditors of the Receivership Entities or of any account held at Raymond James related to Ariel Quiros or any of the Receivership Entities; (ii) any Defendant in the SEC Action, the Receiver’s Action, or the Investor Actions, or in any action which may hereafter be brought in connection with the Barred

Claims; or (iii) any person or entity claiming by or through such persons or entities, and/or the Receivership Entities, all and individually, directly, indirectly, or through a third party, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever;

- b. **The “Barred Conduct”**: instituting, reinstating, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, otherwise prosecuting, or otherwise pursuing or litigating in any case or manner, whether pre-judgment or post-judgment, or enforcing, levying, employing legal process, attaching, garnishing, sequestering, bringing proceedings supplementary to execution, collecting or otherwise recovering, by any means or in any manner, based upon any liability or responsibility, or asserted or potential liability or responsibility, directly or indirectly, relating in any way to the Barred Claims;
- c. **The “Barred Claims”**: any and all claims, actions, lawsuits, causes of action, investigation, demand, complaint, cross-claims, counterclaims, or third-party claims or proceeding of any nature, including, but not limited to, litigation, arbitration, or other proceeding, in any federal or state court, or in any other court, arbitration forum, administrative agency, or other forum in the United States, Canada or elsewhere, whether arising under local, state, federal or foreign law; that in any way relate to, are based upon, arise from, or are connected with the released claims or interests of any kind as set forth in the Settlement Agreement, with the Receivership Entities, the investments made in the eight limited partnerships, the accounts at Raymond James over which Ariel Quiros had

signature authority or that were maintained in connection with the Receivership entities, including but not limited to those events, transactions and circumstances alleged in the SEC Action, the Receiver's Action and the Investor Actions;

- d. **The "Raymond James Released Parties"**: Raymond James, its parent, affiliate, and subsidiary companies, all current, former and future employees, agents, attorneys, officers and directors, and consultants, including without limitation Frank Amigo and Joel N. Burstein, and each of its members, managers, principals, associates, representatives, distributors, attorneys, trustees, and general and limited partners and each of their respective administrators, heirs, beneficiaries, assigns, predecessors, predecessors in interest, successors, and successors in interest

6. Any non-settling Defendants in the Receiver Action or the Investor Actions who would otherwise be entitled to contribution or indemnity from the Raymond James Released Parties in connection with any claim asserted against them by the Receiver or the Investors shall be entitled to a dollar-for-dollar offset against any subsequent judgment entered against such party for: (1) with respect to the Receiver, the Settlement Payment amount, less the Twenty Five Million Dollars (\$25,000,000.00) awarded in attorneys' fees; and (2) with respect to the Investors, any portion of the Settlement Payment earmarked for and received by each such Investor pursuant to the Settlement Agreement. This provision is without prejudice to whatever rights, if any exist, any non-settling defendant may have to setoff under applicable law in the Receiver's Action, the Investor Actions, or any other action brought by or on behalf of the Receiver or the Receivership Entities or by any investor now pending or which may be brought in the future.

7. Paragraph 5 of this Order shall not apply (i) to the United States of America, its agencies or departments, or to any state or local government; or (ii) to the Settling Parties' respective obligations under the Settlement Agreement.

8. Nothing in this Order or the Settlement Agreement, and no aspect of the Settling Parties' settlement or negotiations thereof, is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability or wrongdoing, or of any infirmity in the claims or defenses of the Settling Parties with regard to any case or proceeding, including the Receiver's Action and the Investor Actions.

9. No Raymond James Released Party shall have any duty or liability with respect to the administration of, management of or other performance by the Receiver of his duties relating to the Receivership Entities, including, without limitation, the process to be established by the Receiver for filing, adjudicating and paying claims against the Receivership Entities or the allocation, disbursement or other use of the Settlement Amount. Other than by direct appeal of this Order, or motion for reconsideration or rehearing thereof, made in accordance with the Federal Rules of Civil Procedure, no appeal, challenge, decision or other matter concerning any subject set forth in this paragraph shall operate to terminate or cancel the Settlement Agreement, or to impair, modify or otherwise affect in any manner the Bar Order.

10. Nothing in this Order or the Settlement Agreement, nor the performance of the Settling Parties' obligations thereunder, shall in any way impair, limit, modify or otherwise affect the rights of Raymond James, the Receiver, or the Investors against any party not released in the Settlement Agreement.

11. All Barred Claims against the Raymond James Released Parties, including those in the Receiver's Action and the Investor Actions, are stayed until this Order is final. Raymond

James shall have the right to receive discovery obtained by other parties, at its expense, but need not participate in or respond to discovery. To the extent reasonably necessary for the Receiver or the Investors to pursue claims against others, Raymond James shall produce witnesses or documents. In the event that this Order is vacated, reversed or modified on appeal, Raymond James, the Receiver, and the Investors shall be afforded the right and opportunity to pursue discovery on the issues and claims relating to Raymond James.

12. The Receiver is directed and authorized to dismiss his Claims against Raymond James and Joel Burstein in the Receiver's Action with prejudice, when this order is final within the meaning of the Settlement Agreement, in accordance with the terms of the Settlement Agreement.

13. Pursuant to Fed. R. Civ. P. 54(b), and the Court's authority in this equity receivership to issue ancillary relief, this Order is a final order for all purposes, including, without limitation, for purposes of the time to appeal or to seek rehearing or reconsideration.

14. This Order shall be served by counsel for the Receiver via email, first class mail or international delivery service, on any person or entity afforded notice (other than publication notice) pursuant to the Preliminary Approval Order.

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15. Without impairing or affecting the finality of this Order, the Court retains continuing and exclusive jurisdiction to construe, interpret and enforce this Order, including, without limitation, the injunction, Bar Order and releases herein or in the Settlement Agreement. This retention of jurisdiction is not a bar to any person, including the Settling Parties, from raising the injunction or Bar Order to obtain its benefits in establishing reductions to damage awards or seeking to dismiss a claim.

DONE AND ORDERED in Chambers at Miami, Florida, this ____ day of _____, 2017.

DARRIN P. GAYLES
UNITED STATES DISTRICT JUDGE

Exhibit A

(List of Receivership Entities)

Jay Peak, Inc.

Q Resorts, Inc.

Jay Peak Hotel Suites L.P.

Jay Peak Hotel Suites Phase II L.P.

Jay Peak Management, Inc.

Jay Peak Penthouse Suites L.P.

Jay Peak GP Services, Inc.

Jay Peak Golf and Mountain Suites L.P.

Jay Peak GP Services Golf, Inc.

Jay Peak Lodge and Townhouses L.P.

Jay Peak GP Services Lodge, Inc.

Jay Peak Hotel Suites Stateside L.P.

Jay Peak GP Services Stateside, Inc.

Jay Peak Biomedical Research Park L.P.

AnC Bio Vermont GP Services, LLC

Q Burke Mountain Resort, Hotel and Conference Center, L.P.

Q Burke Mountain Resort GP Services, LLC

Jay Construction Management, Inc.

GSI of Dade County, Inc.

North East Contract Services, Inc.

Q Burke Mountain Resort, LLC

EXHIBIT C

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.,
Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II. L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES, L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants,

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants, and

Q BURKE MOUNTAIN RESORT, HOTEL AND
CONFERENCE CENTER, L.P.,
Q BURKE MOUNTAIN RESORT GP SERVICES, LLC

Additional Defendants

**NOTICE OF PROCEEDINGS TO APPROVE SETTLEMENT WITH
RAYMOND JAMES & ASSOCIATES, INC. AND BAR ORDER**

PLEASE TAKE NOTICE that Michael I. Goldberg, as the Court-appointed receiver (the “Receiver”) of the entities (the “Receivership Entities”) in the above-captioned civil enforcement action (the “SEC Action”), has entered into an agreement with Raymond James & Associates,

Inc. (the “Raymond James Settlement Agreement”) to settle all claims that were and could have been asserted against Raymond James & Associates, Inc. (“Raymond James”) by the Receiver, the Receivership Entities, or any person or entity claiming by or through such entities or relating in any way to the claims asserted in the SEC Action, including but not limited to the actions brought by (1) the Receiver against Raymond James and others in the case captioned *Goldberg v. Raymond James & Associates, Inc. et al*, Case No. 16-CV-21831-JAL (the “Receiver’s Action”) (2) in the Investor Class Action (defined below), and (3) in the Other Investor Actions.¹ Interim class counsel (“Class Counsel”) for investors in the case captioned *Daccache v. Raymond James & Associates, Inc. et al.*, Case No. 16-CV-21575-FAM (the “Investor Class Action”) is also a party to the Raymond James Settlement Agreement.

PLEASE TAKE FURTHER NOTICE that the Receiver has requested that the Court approve the Raymond James Settlement Agreement and include in the order approving such Agreement a provision permanently barring, restraining and enjoining any person or entity from pursuing claims, **including claims you may possess**, against any Raymond James Released Parties,² relating to the SEC Action, including but not limited to claims set forth in the Receiver’s Action, the Investor Class Action, and the Other Investor Actions in any manner whatsoever (the “Bar Order”).

PLEASE TAKE FURTHER NOTICE that the material terms of the Raymond James Settlement Agreement are that Raymond James will pay to the Receiver One Hundred and Fifty Million Dollars (\$150,000,000.00) in exchange for a broad release from the Receivership Entities and the Bar Order.

PLEASE TAKE FURTHER NOTICE that the Raymond James Settlement Agreement establishes an Attorneys’ Fund to reimburse costs and compensate the plaintiffs’ attorneys in the Investor Class Action, the Other Investor Actions, or who otherwise claim to have assisted Investors, and those plaintiffs’ attorneys who wish to seek compensation from the Attorneys’ Fund must submit to the Receiver and Class Counsel an Attorney Claim Form and file with the Court in the SEC Action a Notice of Service of Attorney Claim Form on or before the Objection Deadline delineated below or be barred from compensation from the Attorneys’ Fund.

PLEASE TAKE FURTHER NOTICE that copies of the Raymond James Settlement Agreement; the Motion for (i) Approval of Settlement between Receiver, Interim Class Counsel, and Raymond James & Associates, Inc.; (ii) Approval of Form, Content and Manner of Notice of Settlement and Bar Order; and (iii) Entry of a Bar Order [ECF No. ____] (the “Motion”); together with the proposed Bar Order; the proposed Investor Releases, the proposed assignments, the Attorney Claim Form and Notice of Service of Attorney Claim Form; and other supporting

¹ “Other Investor Actions” include *Gonzalez-Calero, et al., v. Raymond James et al.*, Case No 16-017840-CA-01 (Fla. 11th Cir.); *Zhang et al. v. Raymond James et al.*, Case No. 1:16-cv-24655-KMW (S.D. Fla.); *Waters v. Raymond James*, Case No. 11-2016-CA-001936-00001 (Fla. 20th Cir.); *James B. Shaw, et al., v. Raymond James Financial, Inc., et al.*, Case No. 16-cv-129 (D. Vt.) (consolidated); *Carlos Enrique Hiller Sanchez v. Raymond James & Associates, Inc., et al.*, Case No. 16-cv-21643-KMW (S.D. Fla.) (consolidated); *Milos Čitaković, et al. v. Raymond James & Associates, Inc., et al.*, Case No. 16-014261-CA 01 (Fla. 11th Ct.) (voluntarily dismissed); *Jose R. Casseres-Pinto v. Ariel Quiros, et al.*, Case No. 16-cv-22209-DPG (S.D. Fla.) (consolidated); *Minggan Wei and Zhao Wei v. Ariel Quiros, et al.*, Case No. 602-7-16 CNCV (Vt. Sup. Ct.) (voluntarily dismissed)

² Raymond James Released Parties is more fully defined in the Raymond James Settlement Agreement.

and related papers, may be obtained from the Court's docket in the SEC Action or from the website created by the Receiver (www.JayPeakReceivership.com). Copies of the Motion may also be obtained by email request to Kimberly Matregrano at kimberly.matregrano@akerman.com or by telephone by calling Ms. Matregrano at 954-759-8929.

PLEASE TAKE FURTHER NOTICE that the final hearing on the Motion, at which time the Court will consider approval of the Raymond James Settlement Agreement including grant of the releases and issuance of the Bar Order, is set before the Honorable Darrin P. Gayles, the United States Courthouse, 400 North Miami Avenue, Miami, Florida 33128, in Courtroom 11-1, at __: __ .m. on _____, 2017 (the "Final Approval Hearing").

Any objection to the Raymond James Settlement Agreement, the Motion or any related matter, including, without limitation, entry of the Bar Order, must be filed, in writing, with the Court in the SEC Action, and served by email or regular mail, on Michael I. Goldberg (michael.goldberg@akerman.com), Akerman LLP, 350 East Las Olas Boulevard, Suite 1600, Fort Lauderdale, FL 33301, Jeffrey C. Schneider (jcs@klsg.com), Levine Kellogg Lehman Schneider + Grossman LLP, 201 South Biscayne Blvd., 22nd Floor, Miami, FL 33131, Stanley H. Wakshlag (shw@knpa.com), Deborah S. Corbishley (dsc@knpa.com), Kenny Nachwalter, P.A., 1441 Brickell Ave., Suite. 1100, Miami, FL 33131, and Thomas A. Tucker Ronzetti and Harley S. Tropin (tr@kttlaw.com), Kozyak Tropin & Throckmorton, 2525 Ponce de Leon Blvd., 9th Floor, Miami, FL 33134, **no later than _____, 2017 (the "Objection Deadline")**, and such objection must be made in accordance with the Court's Settlement Order [ECF No. ____].

PLEASE TAKE FURTHER NOTICE that any person or entity failing to file an objection on or before the Objection Deadline and in the manner required by the Settlement Order shall not be heard by the Court. Those wishing to appear and present objections at the Final Approval Hearing must include a request to appear in their written objection. **If no objections are timely filed, the Court may cancel the Final Approval Hearing without further notice.**

This matter may affect your rights. You may wish to consult an attorney.

#

EXHIBIT D

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.,
Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II. L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES, L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants,

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants, and

Q BURKE MOUNTAIN RESORT, HOTEL AND
CONFERENCE CENTER, L.P.,
Q BURKE MOUNTAIN RESORT GP SERVICES, LLC

Additional Defendants

_____ /

**INVESTOR RELEASE IN FAVOR OF RAYMOND JAMES &
ASSOCIATES, INC., THE RECEIVER AND THE RECEIVERSHIP ESTATE**

_____ (the “Releasing Party”), for and in consideration of the sum of
_____ and other valuable considerations, received from or on behalf of

Raymond James & Associates, Inc. (“Raymond James”), Michael I. Goldberg, as receiver in this action (the “Receiver”), and the Receivership Estate,¹ and without admission by Raymond James of liability, the receipt and sufficiency of which is acknowledged by the Releasing Party,

HEREBY, irrevocably and unconditionally, fully, finally and forever waives, releases, acquits and discharges Raymond James, its parent, affiliate, and subsidiary companies, all current, former and future employees, agents, attorneys, officers and directors, and consultants, including without limitation Frank Amigo and Joel N. Burstein, and each of its members, managers, principals, associates, representatives, distributors, distributees, attorneys, trustees, and general and limited partners and each of their respective administrators, heirs, beneficiaries, assigns, predecessors, predecessors in interest, successors, and successors in interest (collectively, the “Raymond James Released Parties”), the Receiver, his current, former and future employees, agents, attorneys, and consultants, the Receivership Estate, and the Receivership Entities² (collectively, the “Receiver Released Parties”), from any and all claims, actions, causes of action, liabilities, obligations, rights, suits, accounts, covenants, contracts, agreements, promises, damages, judgments, claims, debts, encumbrances, liens, remedies and demands, of any and every kind, character or nature whatsoever (including unknown claims), whether liquidated or unliquidated, asserted or unasserted, fixed or contingent, matured or

¹ The Receivership Estate includes the Receivership Entities (defined and identified below) and all property subject to the Receiver’s authority.

² The Receivership Entities include: Jay Peak, Inc.; Q Resorts, Inc.; Jay Peak Hotel Suites L.P.; Jay Peak Hotel Suites Phase II L.P.; Jay Peak Management, Inc.; Jay Peak Penthouse Suites L.P.; Jay Peak GP Services, Inc.; Jay Peak Golf and Mountain Suites L.P.; Jay Peak GP Services Golf, Inc.; Jay Peak Lodge and Townhouses L.P.; Jay Peak GP Services Lodge, Inc.; Jay Peak Hotel Suites Stateside L.P.; Jay Peak GP Services Stateside, Inc.; Jay Peak Biomedical Research Park L.P.; AnC Bio Vermont GP Services, LLC; Q Burke Mountain Resort, Hotel and Conference Center, L.P.; Q Burke Mountain Resort GP Services, LLC; Jay Construction Management, Inc.; GSI of Dade County, Inc.; North East Contract Services, Inc.; and Q Burke Mountain Resort, LLC.

unmatured, known or unknown, foreseen or unforeseen, now existing or hereafter arising, in law, at equity or otherwise, which the Releasing Party, or any of them, or anyone claiming through them, on their behalf or for their benefit, may have or claim to have, now or in the future, against the Raymond James Released Parties and the Receiver Released Parties that are based upon, relate to, or arise out of directly or indirectly, in connection with or pertain to the facts in the case captioned *SEC v. Quiros et al.*, Case No. 16-CV-21831-JAL (S.D. Fla.), the Receiver's Action,³ the Investor Class Action,⁴ the Other Investor Actions,⁵ the Receivership Entities, or from the activities of the Jay Peak Resort or Burke Mountain Hotel.

This Release shall not be subject to rescission, cancellation, revocability, termination or discharge for whatever reason whatsoever.

[SIGNATURE & NOTARIZATION APPEARS ON NEXT PAGE]

³ The Receiver's Action is the case captioned *Goldberg v. Raymond James & Associates, Inc., et al.*, Case No. 16-CV-21831-JAL, pending in the United States District Court for the Southern District of Florida before the Honorable Joan A. Lenard.

⁴ The Investor Class Action is the case captioned *Daccache v. Raymond James & Associates, Inc., et al.*, Case No. 16-CV-21575-FAM, pending in the United States District Court for the Southern District of Florida before the Honorable Federico A. Moreno.

⁵ The Other Investor Actions include the following cases: *Gonzalez-Calero, et al., v. Raymond James et al.*, Case No 16-017840-CA-01 (Fla. 11th Cir.); *Zhang et al. v. Raymond James et al.*, Case No. 1:16-cv-24655-KMW (S.D. Fla.); *Waters v. Raymond James*, Case No. 11-2016-CA-001936-00001 (Fla. 20th Cir.); *James B. Shaw, et al., v. Raymond James Financial, Inc., et al.*, Case No. 16-cv-129 (D. Vt.) (consolidated); *Carlos Enrique Hiller Sanchez v. Raymond James & Associates, Inc., et al.*, Case No. 16-cv-21643-KMW (S.D. Fla.) (consolidated); *Milos Ćitaković, et al. v. Raymond James & Associates, Inc., et al.*, Case No. 16-014261-CA 01 (Fla. 11th Ct.) (voluntarily dismissed); *Jose R. Casseres-Pinto v. Ariel Quiros, et al.*, Case No. 16-cv-22209-DPG (S.D. Fla.) (consolidated); *Minggan Wei and Zhao Wei v. Ariel Quiros, et al.*, Case No. 602-7-16 CNCV (Vt. Sup. Ct.) (voluntarily dismissed).

IN WITNESS WHEREOF, Releasing Party has signed below this ____ day of _____, 2017.

By: _____

Print Name: _____

STATE OF _____)
)s.s.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 201__ by _____ [] who is personally known to me or [] who has produced _____ as identification and did/did not take an oath.

Notary Public, STATE OF _____

[NOTARIAL STAMP]

EXHIBIT E

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.,
Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II. L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES, L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants,

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants, and

Q BURKE MOUNTAIN RESORT, HOTEL AND
CONFERENCE CENTER, L.P.,
Q BURKE MOUNTAIN RESORT GP SERVICES, LLC

Additional Defendants

_____ /

**PHASE VII AND PHASE VIII INVESTOR RELEASE IN FAVOR OF RAYMOND
JAMES & ASSOCIATES, INC., THE RECEIVER AND THE RECEIVERSHIP ESTATE**

_____ (the “Releasing Party”), for and in consideration of the sum of
_____ and other valuable considerations, received from or on behalf of

Raymond James & Associates, Inc. (“Raymond James”), Michael I. Goldberg, as receiver in this action (the “Receiver”), and the Receivership Estate,¹ and without admission by Raymond James or the Receiver of liability, the receipt and sufficiency of which is acknowledged by the Releasing Party,

HEREBY, irrevocably and unconditionally, fully, finally and forever waives, releases, acquits and discharges Raymond James, its parent, affiliate, and subsidiary companies, all current, former and future employees, agents, attorneys, officers and directors, and consultants, including without limitation Frank Amigo and Joel N. Burstein, and each of its members, managers, principals, associates, representatives, distributors, distributees, attorneys, trustees, and general and limited partners and each of their respective administrators, heirs, beneficiaries, assigns, predecessors, predecessors in interest, successors, and successors in interest (collectively, the “Raymond James Released Parties”), the Receiver, his current, former and future employees, agents, attorneys, and consultants, the Receivership Estate, and the Receivership Entities² (collectively, the “Receiver Released Parties”), from any and all claims, actions, causes of action, liabilities, obligations, rights, suits, accounts, covenants, contracts, agreements, promises, damages, judgments, claims, debts, encumbrances, liens, remedies and demands, of any and every kind, character or nature whatsoever (including unknown claims),

¹ The Receivership Estate includes the Receivership Entities (defined and identified below) and all property subject to the Receiver’s authority.

² The Receivership Entities include: Jay Peak, Inc.; Q Resorts, Inc.; Jay Peak Hotel Suites L.P.; Jay Peak Hotel Suites Phase II L.P.; Jay Peak Management, Inc.; Jay Peak Penthouse Suites L.P.; Jay Peak GP Services, Inc.; Jay Peak Golf and Mountain Suites L.P.; Jay Peak GP Services Golf, Inc.; Jay Peak Lodge and Townhouses L.P.; Jay Peak GP Services Lodge, Inc.; Jay Peak Hotel Suites Stateside L.P.; Jay Peak GP Services Stateside, Inc.; Jay Peak Biomedical Research Park L.P.; AnC Bio Vermont GP Services, LLC; Q Burke Mountain Resort, Hotel and Conference Center, L.P.; Q Burke Mountain Resort GP Services, LLC; Jay Construction Management, Inc.; GSI of Dade County, Inc.; North East Contract Services, Inc.; and Q Burke Mountain Resort, LLC.

whether liquidated or unliquidated, asserted or unasserted, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, now existing or hereafter arising, in law, at equity or otherwise, which the Releasing Party, or any of them, or anyone claiming through them, on their behalf or for their benefit, may have or claim to have, now or in the future, against the Raymond James Released Parties and the Receiver Released Parties that are based upon, relate to, or arise out of directly or indirectly, in connection with or pertain to the facts in the case captioned *SEC v. Quiros et al.*, Case No. 16-CV-21831-JAL (S.D. Fla.), the Receiver's Action,³ the Investor Class Action,⁴ the Other Investor Actions,⁵ the Receivership Entities, or from the activities of the Jay Peak Resort or Burke Mountain Hotel. Notwithstanding anything in this Release, the Releasing Party does not release the Receiver and the Receivership Estate from performance pursuant to, or rights created by, the Settlement Agreement between the Receiver, Raymond James, and Class Counsel (as defined therein) dated April 13, 2017, including, without limitation, the Releasing Party's right to claim recovery of the administrative fee payment, as described in Section 5(d) of the Settlement Agreement.

³ The Receiver's Action is the case captioned *Goldberg v. Raymond James & Associates, Inc., et al.*, Case No. 16-CV-21831-JAL, pending in the United States District Court for the Southern District of Florida before the Honorable Joan A. Lenard.

⁴ The Investor Class Action is the case captioned *Daccache v. Raymond James & Associates, Inc., et al.*, Case No. 16-CV-21575-FAM, pending in the United States District Court for the Southern District of Florida before the Honorable Federico A. Moreno.

⁵ The Other Investor Actions include the following cases: *Gonzalez-Calero, et al., v. Raymond James et al.*, Case No 16-017840-CA-01 (Fla. 11th Cir.); *Zhang et al. v. Raymond James et al.*, Case No. 1:16-cv-24655-KMW (S.D. Fla.); *Waters v. Raymond James*, Case No. 11-2016-CA-001936-00001 (Fla. 20th Cir.); *James B. Shaw, et al., v. Raymond James Financial, Inc., et al.*, Case No. 16-cv-129 (D. Vt.) (consolidated); *Carlos Enrique Hiller Sanchez v. Raymond James & Associates, Inc., et al.*, Case No. 16-cv-21643-KMW (S.D. Fla.) (consolidated); *Milos Ćitaković, et al. v. Raymond James & Associates, Inc., et al.*, Case No. 16-014261-CA 01 (Fla. 11th Ct.) (voluntarily dismissed); *Jose R. Casseres-Pinto v. Ariel Quiros, et al.*, Case No. 16-cv-22209-DPG (S.D. Fla.) (consolidated); *Minggan Wei and Zhao Wei v. Ariel Quiros, et al.*, Case No. 602-7-16 CNCV (Vt. Sup. Ct.) (voluntarily dismissed).

This Release shall not be subject to rescission, cancellation, revocability, termination or discharge for whatever reason whatsoever.

IN WITNESS WHEREOF, Releasing Party has signed below this ____ day of _____, 2017.

By: _____

Print Name: _____

STATE OF _____)
)s.s.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 201__ by _____ [] who is personally known to me or [] who has produced _____ as identification and did/did not take an oath.

Notary Public, STATE OF _____

[NOTARIAL STAMP]

EXHIBIT F

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.,
Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II. L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES, L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants,

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants, and

Q BURKE MOUNTAIN RESORT, HOTEL AND
CONFERENCE CENTER, L.P.,
Q BURKE MOUNTAIN RESORT GP SERVICES, LLC

Additional Defendants

PARTIAL ASSIGNMENT OF PROCEEDS
(LITIGATION AND SETTLEMENT RECOVERIES)

1. Michael I. Goldberg (the “Assignor” or “Receiver”), as court-appointed receiver for the entities listed on **Schedule A** hereto (the “Receivership Entities”), for value received and

in accordance with the consideration received under the settlement agreement executed by and between the Receiver and Raymond James & Associates, Inc. (“Assignee” or “Raymond James”) on April 13, 2017 (the “Settlement Agreement”), the receipt and sufficiency of which is acknowledged by the Receiver, hereby assigns, transfers and conveys to Raymond James or its assignee seventy-five percent (75%) of the net proceeds (as defined below) recovered from litigation brought by or on behalf of the Receiver or the Receivership Entities against third parties or otherwise obtained by the Receiver from third parties (the “Third Party Claims”). This Assignment excludes (a) revenues paid to the Receiver in the ordinary course of operations of the Receivership Entities; (b) proceeds of settlements or judgments obtained by Investors (or some of them) but disbursed by the Receiver on their behalf; and (c) disgorgement proceeds of any kind (including but not limited to cash, real property, personal property, notes, bonds, stocks, or any other asset whatsoever) obtained by the SEC but given to the Receiver to disburse. Further, any resort or mountain related assets used in the operation of the Jay Peak Resort or the Burke Mountain Hotel are excluded; Raymond James shall have no claim whatsoever to any such excluded assets or the proceeds thereof.

2. Assignor hereby irrevocably assigns to Assignee seventy five percent (75%) of any and all net proceeds, if any, Assignor receives on account of Third Party Claims owned by the Receivership Entities and brought by the Receiver against third parties, whether such proceeds be the result of litigation or pre-litigation settlement.

3. The consideration for this Assignment is set forth in the Settlement Agreement, the recitals of which are incorporated herein by reference and warranted to be true and correct. In the event of conflict between this Assignment and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

4. Assignor represents that this Assignment constitutes the valid, legal and binding agreement of the Assignor, on behalf of the Receivership Entities, enforceable against Assignor and the Receivership Entities in accordance with its terms.

5. For purposes of this Assignment, “net proceeds” shall mean the amounts remaining from the recoveries of the Receiver, whether by litigation or otherwise, after payment of all legitimate business expenses, including but not limited to, all liens, encumbrances and other valid interests, attorneys’ fees, Receiver’s fees, and other costs and expenses incurred in connection with obtaining such proceeds.

6. Nothing in this Assignment shall impact the Receiver’s independence or ability to exercise his business judgment in deciding whether or not to pursue and/or settle any claims or recoveries. Notwithstanding anything in this Assignment or under applicable legal doctrine, Raymond James shall not have any standing or other right to appear and be heard in connection with the administration of the Receivership Estate or the Receiver’s pursuit of any claims or recoveries, except to the extent necessary to protect Raymond James’ rights under this Assignment. For purposes of clarity, Raymond James’ sole right under this Assignment is the right to receive a percentage of net proceeds, pursuant to the provisions set forth herein.

7. Pursuant to Section 6(a), footnote 1 of the Settlement Agreement, Assignor agrees that Assignee may record this Assignment in any relevant state or country and shall cooperate in executing any documents that Assignee may reasonably require in order to perfect its interest in this Assignment, including but not limited to a UCC-1 Financing Statement.

8. Assignor hereby represents and warrants that he has not assigned any claims belonging to the Receivership Estate or any of the Receivership Entities, or proceeds of such claims, nor has he entered into any sharing agreements regarding such claims, and will not do so

without written consent from Assignee.

9. All representations and warranties contained herein and in the Settlement Agreement shall survive the execution and delivery of this Assignment.

10. This Assignment shall be effective immediately upon execution and delivery by or on behalf of each of the Parties.

11. This Assignment, the rights of the parties and all action arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the laws of the State of Florida, with giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Any disputes with respect to the Assignment shall be brought in the SEC Action, as defined in the Settlement Agreement.

12. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Assignment will become effective when duly executed by or on behalf of each Party. Facsimile or other electronically scanned and transmitted signatures shall be deemed originals and shall constitute valid execution and acceptance of this Assignment by the signing or transmitting Party.

Assignor

**Michael I. Goldberg, not individually,
but solely in his capacity as Receiver for
Jay Peak Biomedical Research Park L.P.**

Dated: _____, 2017.

Acknowledged and Agreed to:

**Raymond James & Associates, Inc., a
Florida corporation**

By: _____
Its: _____

Dated: _____, 2017.

SCHEDULE A

(List of Receivership Entities)

Jay Peak, Inc.

Q Resorts, Inc.

Jay Peak Hotel Suites L.P.

Jay Peak Hotel Suites Phase II L.P.

Jay Peak Management, Inc.

Jay Peak Penthouse Suites L.P.

Jay Peak GP Services, Inc.

Jay Peak Golf and Mountain Suites L.P.

Jay Peak GP Services Golf, Inc.

Jay Peak Lodge and Townhouses L.P.

Jay Peak GP Services Lodge, Inc.

Jay Peak Hotel Suites Stateside L.P.

Jay Peak GP Services Stateside, Inc.

Jay Peak Biomedical Research Park L.P.

AnC Bio Vermont GP Services, LLC

Q Burke Mountain Resort, Hotel and Conference Center, L.P.

Q Burke Mountain Resort GP Services, LLC

Jay Construction Management, Inc.

GSI of Dade County, Inc.

North East Contract Services, Inc.

Q Burke Mountain Resort, LLC

EXHIBIT G

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.,
Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II. L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES, L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants,

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants, and

Q BURKE MOUNTAIN RESORT, HOTEL AND
CONFERENCE CENTER, L.P.,
Q BURKE MOUNTAIN RESORT GP SERVICES, LLC

Additional Defendants

_____ /

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
(SUITES PHASE I – TRAM HAUS LODGE)

1. _____ (the “Investor” or “Assignor”), as a current or former limited partner in Jay Peak Hotel Suites, L.P. (“Suite Phase I”), for value received and in accordance

with the consideration received under the settlement agreement executed by and between Michael I. Goldberg, as receiver (the “Receiver” or “Assignee”), Thomas A. Tucker Ronzetti, Harley S. Tropin, and Kozyak Tropin & Throckmorton, LLP, as interim class counsel (“Class Counsel”), and Raymond James & Associates, Inc. (“Raymond James”) on April 13, 2017 (the “Settlement Agreement”), the receipt and sufficiency of which is acknowledged by the Investor, hereby irrevocably assigns, transfers and conveys to the Receiver, in his capacity as receiver, any and all of the Investor’s interests, claims and rights, if any, in the Suites Phase I limited partnership and/or the real property and structures described on **Schedule A** attached hereto (the “Tram Haus Lodge”) to the extent Assignor has any rights, title or interest in the Suites Phase I limited partnership and/or the Tram Haus Lodge. The purpose of this assignment is to fully transfer any interest the Assignor had, may have, or has in either the Suite Phase I limited partnership, the underlying property, or anything else connected with the Jay Peak Resort, the Receivership Entities (as defined in the Settlement Agreement), and/or the Receivership Estate¹ to the Receiver.

2. The consideration for this Assignment is set forth in the Settlement Agreement, the recitals and terms of which are incorporated herein by reference and warranted to be true and correct. In the event of conflict between this Assignment and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

3. Assignor represents that this Assignment constitutes the valid, legal and binding agreement of the Assignor enforceable against Assignor and Suite Phase I in accordance with its terms, and further represents that Assignor has not placed any liens or encumbrances on his or her interest other than those provided for under Section 7(a) of the Settlement Agreement and is

¹ The Receivership Estate includes the Receivership Entities and all property subject to the Receiver’s authority.

not aware of any such liens or encumbrances.

4. Assignor shall not have any standing or other right to appear and be heard in connection with the administration of the Tram Haus Lodge, other Suites Phase I property, or any of the Receivership Entities.

5. All representations and warranties contained herein and in the Settlement Agreement shall survive the execution and delivery of this Assignment.

6. This Assignment shall be effective immediately upon execution and delivery by or on behalf of each of the Parties.

7. This Assignment, the rights of the parties and all actions arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Any disputes with respect to the Assignment shall be brought in the SEC Action, as defined in the Settlement Agreement.

8. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Assignment will become effective when duly executed by or on behalf of each Party. Facsimile or other electronically scanned and transmitted signatures shall be deemed originals and shall constitute valid execution and acceptance of this Assignment by the signing or transmitting Party.

Assignor

Name

Signature

Dated: _____, 2017.

Acknowledged and Agreed to:

**Michael I. Goldberg, not individually,
but solely in his capacity as Receiver**

Dated: _____, 2017.

Schedule A

The Tram Haus Lodge is a six-floor structure operated as a fifty-seven (57) suite hotel with an occupancy of 228 guests and condominium units used to provide services to guests. The Tram Haus Lodge is located at the base of the Jay Peak Mountain in Jay, Vermont.

EXHIBIT H

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.,
Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II. L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES, L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants,

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants, and

Q BURKE MOUNTAIN RESORT, HOTEL AND
CONFERENCE CENTER, L.P.,
Q BURKE MOUNTAIN RESORT GP SERVICES, LLC

Additional Defendants

ASSIGNMENT OF INVESTOR PARTNERSHIP INTEREST
(BIOMEDICAL PHASE VII)

1. _____ (the “Investor” or “Assignor”), as limited partner in Jay Peak Biomedical Research Park, L.P. (“Biomedical Phase VII”), for value received and in accordance

with the consideration received under the settlement agreement executed by and between Michael I. Goldberg, as receiver (the “Receiver” or “Assignee”), Thomas A. Tucker Ronzetti, Harley S. Tropin, and Kozyak Tropin & Throckmorton, LLP, as interim class counsel (“Class Counsel”), and Raymond James & Associates, Inc. (“Raymond James”) on April 13, 2017 (the “Settlement Agreement”), the receipt and sufficiency of which is acknowledged by the Investor, hereby irrevocably assigns, transfers and conveys to the Receiver, in his capacity as receiver, the Investor’s limited partnership interest in Biomedical Phase VII, except as provided in Section 2 of this Assignment.

2. Notwithstanding any provision in this Assignment, Investor does not assign to the Receiver, and this Assignment does not affect, the Investor’s claim, if any, to recovery of the administrative fee payment, as provided by Section 5(d)(ii) of the Settlement Agreement.

3. The consideration for this Assignment is set forth in the Settlement Agreement, the recitals and terms of which are incorporated herein by reference and warranted to be true and correct. In the event of conflict between this Assignment and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

4. Assignor represents that this Assignment constitutes the valid, legal and binding agreement of the Assignor enforceable against Assignor and Biomedical Phase VII in accordance with its terms, and further represents that Assignor has not placed any liens or encumbrances on his or her interest other than those provided for under Section 7(b) of the Settlement Agreement and is not aware of any such liens or encumbrances.

5. Assignor shall not have any standing or other right to appear and be heard in connection with the administration of Biomedical Phase VII or any of the Receivership Entities, as defined in the Settlement Agreement.

6. All representations and warranties contained herein and in the Settlement Agreement shall survive the execution and delivery of this Assignment.

7. This Assignment shall be effective immediately upon execution and delivery by or on behalf of each of the Parties.

8. This Assignment, the rights of the parties and all actions arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Any disputes with respect to the Assignment shall be brought in the SEC Action, as defined in the Settlement Agreement.

9. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Assignment will become effective when duly executed by or on behalf of each Party. Facsimile or other electronically scanned and transmitted signatures shall be deemed originals and shall constitute valid execution and acceptance of this Assignment by the signing or transmitting Party.

Assignor

Name

Signature

Dated: _____, 2017.

Acknowledged and Agreed to:

**Michael I. Goldberg, not individually,
but solely in his capacity as Receiver**

Dated: _____, 2017.

EXHIBIT I

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.,
Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II. L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES, L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants,

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants, and

Q BURKE MOUNTAIN RESORT, HOTEL AND
CONFERENCE CENTER, L.P.,
Q BURKE MOUNTAIN RESORT GP SERVICES, LLC

Additional Defendants

_____ /

ASSIGNMENT OF PROCEEDS
(Q BURKE PHASE VIII)

1. _____ (the “Investor” or “Assignor”), as limited partner in Q Burke Mountain Resort, Hotel and Conference Center, L.P. (“Q Burke Phase I”), for value received and

in accordance with the consideration received under the settlement agreement executed by and between Michael I. Goldberg, as receiver (the “Receiver” or “Assignee”), Thomas A. Tucker Ronzetti, Harley S. Tropin, and Kozyak Tropin & Throckmorton, LLP, as interim class counsel (“Class Counsel”), and Raymond James & Associates, Inc. (“Raymond James”) on April 13, 2017 (the “Settlement Agreement”), the receipt and sufficiency of which is acknowledged by the Investor, hereby irrevocably assigns, transfers and conveys to Raymond James the Investor’s right to receive proceeds from their interests in Q Burke Phase VIII, except as provided in Section 2 of this Assignment.

2. Notwithstanding any provision in this Assignment, Investor does not assign to Raymond James, and this Assignment does not affect, the Investor’s claim, if any, to recovery of the administrative fee payment, as provided by Section 5(d)(iii) of the Settlement Agreement.

3. The consideration for this Assignment is set forth in the Settlement Agreement, the recitals and terms of which are incorporated herein by reference and warranted to be true and correct. In the event of conflict between this Assignment and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

4. Assignor represents that this Assignment constitutes the valid, legal and binding agreement of the Assignor enforceable against Assignor and Q Burke Phase VIII in accordance with its terms, and further represents that Assignor has not placed any liens or encumbrances on his or her interest other than those provided for under Section 7(c) of the Settlement Agreement and is not aware of any such liens or encumbrances.

5. Assignee shall not have any standing or other right to appear and be heard in connection with the administration of the Q Burke Phase VIII or any of the Receivership Entities (as defined in the Settlement Agreement), except to the extent necessary to enforce its rights

under the Settlement Agreement or this Assignment.

6. All representations and warranties contained herein shall survive the execution and delivery of this Assignment.

7. This Assignment shall be effective immediately upon execution and delivery by or on behalf of each of the Parties.

8. This Assignment, the rights of the parties and all actions arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Any disputes with respect to the Assignment shall be brought in the SEC Action, as defined in the Settlement Agreement.

9. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Assignment will become effective when duly executed by or on behalf of each Party. Facsimile or other electronically scanned and transmitted signatures shall be deemed originals and shall constitute valid execution and acceptance of this Assignment by the signing or transmitting Party.

Assignor

Name

Signature

Dated: _____, 2017.

Acknowledged and Agreed to:

**Raymond James & Associates, Inc., a
Florida corporation**

By: _____

Its: _____

Dated: _____, 2017.

EXHIBIT J

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 1:16-CV-21575-FAM

ALEXANDRE DACCACHE, CARLOS
ENRIQUE HILLER SANCHEZ, PHILIP
CALDERWOOD, JOSE ANTONIO PIETRI,
JOSE R. CASSERES-PINTO, TONGYI WANG,
JOHANNES EIJBERTS, and LORNE MORRIS,
on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

RAYMOND JAMES & ASSOCIATES, INC.,
PEOPLE'S UNITED FINANCIAL, INC.,
as successor-in-interest to Chittenden Trust Company,
PEOPLE'S UNITED BANK, ARIEL QUIROS,
WILLIAM STENGER, and JOEL BURSTEIN,

Defendants.

**STIPULATION FOR ORDER DISMISSING ALL CLAIMS
AGAINST RAYMOND JAMES & ASSOCIATES, INC.
AND JOEL BURSTEIN WITH PREJUDICE**

Plaintiffs and Defendant Raymond James & Associates, Inc., through undersigned counsel, and pursuant to Federal Rule of Civil Procedure 41(a), stipulate for dismissal of all claims against Raymond James & Associates, Inc. and Joel Burstein with prejudice, and as grounds state:

1. This is a putative class action filed on May 3, 2016 by Plaintiffs against Defendants Raymond James & Associates, Inc. ("Raymond James"), People's United Financial, Inc., People's United Bank, Ariel Quiros, William Stenger and Joel Burstein ("Burstein). The Court subsequently appointed Interim Class Counsel with exclusive authority on behalf of

Plaintiffs and the putative class regarding, among other things, “[t]he mediation and any possible settlement negotiations in the matter.” [D.E. 11, ¶3.g.]

2. The Plaintiffs subsequently filed an Amended Class Action Complaint, [D.E. 55], Raymond James and Burstein each filed a motion to dismiss, [D.E. 108, 109], and the parties engaged in substantial discovery. Neither Raymond James nor Burstein has served either an answer or a motion for summary judgment, and a class has not been certified.

3. An earlier, related civil enforcement action was commenced by the Securities and Exchange Commission (the “SEC”) captioned *SEC v. Quiros et al.*, Case No. 16-CV-21301-DPG (the “SEC Action”) before the Honorable Darrin P. Gayles. Michael Goldberg was appointed receiver (the “Receiver”) in the SEC Action.

4. Interim Class Counsel, the Receiver, and Raymond James subsequently engaged in good faith, arm’s-length settlement negotiations, including a two-day mediation. At each step, the parties were represented by experienced and diligent counsel vigorously pressing their respective client’s positions.

5. As a result of those negotiations, the parties reached the Settlement Agreement and Release (the “Settlement Agreement”) attached as Exhibit “A”. The terms of the Settlement Agreement provide, *inter alia*, for the release of Raymond James and related entities from all claims, present and future, regarding the dispute raised in this and all other related litigation, in exchange for a fund of \$150,000,000.00 for the benefit of the putative class and the Receivership.

6. On _____, the District Court in the SEC Action granted preliminary approval of the Settlement Agreement. A copy of the Preliminary Approval Order is attached as Exhibit “B”.

7. On _____, the District Court in the SEC Action granted final approval of this Settlement Agreement and barred commencement and continuation of any actions against the Raymond James Released Parties (excluding any actions brought by federal or state governmental bodies or agencies). A copy of the order granting final approval (the “Bar Order”) is attached as Exhibit “C”.

8. The dismissal of this action’s claims solely against Raymond James and Burstein with prejudice following the issuance of the Bar Order is a condition of paragraph 9.b of the Settlement Agreement. The claims against Defendants People’s United Financial, Inc., People’s United Bank, Ariel Quiros and William Stenger are not affected by this stipulation and remain pending.

WHEREFORE, the Plaintiffs and Raymond James stipulate to the dismissal of this action’s claims solely against Raymond James and Burstein with prejudice, and respectfully request that the Court enter the proposed order attached as Exhibit “D”.

Respectfully submitted,

Counsel for Plaintiffs

Counsel for Defendant, Raymond James & Associates, Inc.

s/ Thomas A. Tucker Ronzetti
Thomas A. Tucker Ronzetti, Esq.
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norenstein@bermandevalerio.com

BERMAN DEVALERIO

One Liberty Square
Boston, Massachusetts 02109
Telephone: (617) 542-8300
Facsimile: (617) 542-1194

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on _____, 2017, on all counsel of record via the manner stated in the service list below.

By: /s/ Thomas A. Tucker Ronzetti

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 1:16-CV-21575-FAM

ALEXANDRE DACCACHE, CARLOS
ENRIQUE HILLER SANCHEZ, PHILIP
CALDERWOOD, JOSE ANTONIO PIETRI,
JOSE R. CASSERES-PINTO, TONGYI WANG,
JOHANNES EIJBERTS, and LORNE MORRIS,
on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

RAYMOND JAMES & ASSOCIATES, INC.,
PEOPLE'S UNITED FINANCIAL, INC.,
as successor-in-interest to Chittenden Trust Company,
PEOPLE'S UNITED BANK, ARIEL QUIROS,
WILLIAM STENGER, and JOEL BURSTEIN,

Defendants.

**ORDER ON STIPULATION FOR ORDER DISMISSING
ALL CLAIMS AGAINST RAYMOND JAMES &
ASSOCIATES, INC. AND JOEL BURSTEIN WITH PREJUDICE**

THIS MATTER came before the Court on the Stipulation for Order Dismissing all Claims Against Raymond James & Associates, Inc. and Joel Burstein with Prejudice (the "Stipulation"). Having reviewed the Stipulation and its related exhibits, and being otherwise fully advised of the premises, it is hereby

ORDERED AND ADJUDGED that solely the claims against Raymond James & Associates, Inc. and Joel Burstein are DISMISSED WITH PREJUDICE. This action remains pending against Defendants People's United Financial, Inc., People's United Bank, Ariel Quiros and William Stenger, and this Order does not affect the claims against those Defendants.

DONE AND ORDERED at Chambers in Miami-Dade County, Florida on
_____, 2017.

FEDERICO A. MORENO
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record

EXHIBIT K

ATTORNEY CLAIM FORM AND INSTRUCTIONS

This Attorney Claim Form must be submitted to the Receiver and Class Counsel and a notice of service must be filed with the District Court in the SEC Action within thirty (30) days after entry of the Settlement Order.

SEC v. Quiros et al., No. 16-CV-21301-GAYLES (S.D. Fla.)

**Please read all of the following instructions carefully
before filling out your Attorney Claim Form.**

1. To submit a claim for compensation from the Attorneys' Fund established pursuant to the Settlement Agreement, an attorney must submit this Attorney Claim Form to the Receiver, Class Counsel, and Raymond James & Associates, Inc., and file the attached notice of service of the Attorney Claim Form with the District Court in the SEC Action within thirty (30) days after entry of the Settlement Order.

2. Complete Part A ("Attorney Claimant Information") by filling in the requested information.

3. Complete Part B ("Requested Compensation") by providing the requested summary of timekeeper and out-of-pocket expense information, overall requested compensation, and any additional information or support. Additional pages may be attached. Each timekeeper should be identified and their hours and rates provided by attachment.

4. Sign the Attorney Claim Form.

5. No more than one Attorney Claim Form may be submitted per law firm seeking compensation from the Attorneys' Fund. Several firms, however, may submit using one form where those firms are applying in common using one application.

6. Failure of an attorney or firm to submit to Class Counsel, the Receiver, and Raymond James & Associates, Inc., and file with the District Court a Notice of Service of Attorney Claim Form within thirty (30) days after entry of the Settlement Order shall bar any compensation from the Attorneys' Fund.

7. Class Counsel shall confer with all attorneys who submitted Attorney Claim Forms (the "Fee Claimants") in good faith and attempt to agree on the allocation of the Attorneys' Fund among all Fee Claimants. If Class Counsel and all Fee Claimants agree to the allocation of the Attorneys' Fund, they shall so notify the Receiver and the District Court in the SEC Action and, if approved by the District Court in the SEC Action, the Receiver shall disburse the Attorneys' Fund in accordance with their agreement upon finality of applicable dismissals.

8. If Class Counsel and the Fee Claimants are unable to reach agreement as to the allocation of the Attorneys' Fund, on or before the objection deadline established by the Court, Class Counsel joined with the Fee Claimants who have reached agreement on the one hand, and severally those Fee Claimants who have not reached agreement on the other hand, shall file motions for attorneys' fees before the District Court in the SEC Action, which shall then establish the distribution scheme for the Attorneys' Fund.

PART A – ATTORNEY CLAIMANT INFORMATION

Claimant/Firm Name:

Address:

Daytime Phone Number

City, State, Zip Code:

E-Mail Address

Client(s) and Value of Claim(s) Represented

CLIENT	PHASE	AMOUNT INVESTED
TOTAL		

PART B – REQUESTED COMPENSATION

PLEASE FILL OUT THESE CHARTS STATING TIMEKEEPER HOURS, EXPENSES INCURRED, AND REQUESTED COMPENSATION, AND PROVIDE THE ADDITIONAL INFORMATION REQUESTED BELOW. IN ADDITION, ALL TIMEKEEPERS SHOULD BE IDENTIFIED AND THEIR HOURS AND RATES PROVIDED BY ATTACHMENT.

Timekeeper Hours Summary

TIMEKEEPER	HOURS	STD. RATE	AMOUNT
Partners			
Associates			
Subtotal – Attorney Time			
Law Clerks			
Subtotal – Law Clerks Time			
Paralegals			
Subtotal – Paralegal Time			
TOTAL			

Out-of-Pocket Expenses Incurred

CATEGORY	AMOUNT
Expert Witness Fees	
Travel Expenses	
Court Reporter and Videographer Fees	
Legal Research (e.g., Westlaw/Lexis)	
eDiscovery Vendor Costs	
Postage and Federal Express	
Process Server Fees	
Couriers	
Filing Fees	
Long Distance	
TOTAL	

Requested Compensation

CATEGORY	AMOUNT
Total Lodestar	
Total Expenses Incurred	
Total Requested Compensation from Attorneys' Fund	

Please provide a description of the work done by the above-identified timekeepers as well as any justification for any proposed compensation beyond the total lodestar and expenses incurred:

I swear or affirm that the above is true to the best of my knowledge.

Authorized Signatory

Print Name

Date

EXHIBIT L

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 16-CV-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS *et al.*,

Defendants.

NOTICE OF SERVICE OF ATTORNEY CLAIM FORM

In accordance with the terms of the Settlement Order entered by the Court on [insert date of entry], undersigned counsel hereby provides notice of submission of a claim for compensation from the Attorneys' Fund established pursuant to the Settlement Agreement. A completed Attorney Claim Form, which was attached as Exhibit [X] to the Settlement Agreement, has been served to the Receiver, Class Counsel, and Raymond James & Associates, Inc., on [insert date of service] on behalf of [insert name of attorney/firm].

Dated [insert date].

Respectfully submitted,

By:

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing was served on [inset date], on the Receiver, Class Counsel, and Raymond James & Associates, Inc., via the manner stated in the service list below.

By:

SERVICE LIST

<p><u>Via E-Mail</u></p> <p>Jeffrey C. Schneider, Esq. jcs@klsg.com Levine Kellogg Lehman Schneider + Grossman LLP 201 South Biscayne Boulevard 22nd Floor, Miami Center Miami, Florida 33131</p> <p><i>Attorney for the Receiver, Michael Goldberg</i></p>	<p><u>Via E-Mail</u></p> <p>Thomas A. Tucker Ronzetti tr@kttlaw.com Harly S. Tropin Hst@kttlaw.com Kozyak Tropin & Throckmorton, LLP 2525 Ponce de Leon Blvd., 9th Floor Miami, Florida 33134</p> <p><i>Class Counsel</i></p>
<p><u>Via E-Mail</u></p> <p>Stanley H. Wakshlag, Esq. shw@knpa.com Deborah S. Corbishley, Esq. dsc@knpa.com Kenny Nachwalter, P.A. Four Seasons Tower Suite 1100 1441 Brickell Avenue Miami, FL 33131</p> <p><i>Counsel for Raymond James & Associates, Inc.</i></p>	