

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.

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

Additional Receivership Defendants¹

**ORDER GRANTING RECEIVER'S MOTION FOR
AUTHORIZATION TO (I) SELL UNIT 314, PHASE 1, JAY PEAK VILLAGE
AND (II) RETURN DEPOSIT TO PRIOR PROSPECTIVE PURCHASER**

¹ See Order Granting Receiver's Motion to Expand Receivership dated April 22, 2016 [ECF No. 60].

THIS MATTER comes before the Court without hearing upon the Motion for Authorization to (I) Sell Unit # 314 in Phase 1 of Jay Peak Village and (II) Return Deposit to Prior Prospective Purchaser (the “Motion”) [ECF No. 553] filed by the Court-appointed receiver, Michael I. Goldberg (the “Receiver”). The Court, having reviewed the Motion, being advised that counsel for the Securities and Exchange Commission has no objection to the relief requested in the Motion, and finding that the Receiver has made a sufficient and proper showing in support of the relief requested,

IT IS ORDERED, ADJUDGED AND DECREED, as follows:


1. The Motion is **GRANTED**.
2. The Receiver is authorized to sell Unit 314, 268 North Village Road, Jay Peak Village, Jay, Vermont “As Is” by private sale to Steven and Kristin Holland pursuant to the Purchase and Sale Contract, along with a Rider to the Purchase and Sale Contract (the “Contract”). A copy of the Contract is attached to the Motion as Exhibit “A”. The legal description of Unit 314 is:

Unit #314 in Phase I, in Jay Peak Village at Jay Peak Resort, a Planned Unit Development subject to all of the terms and conditions of the Declaration of Jay Peak Village – Phase I dated January 22, 1993 and recorded in Book 33 at Pages 213-270 of the Town of Jay Land Records together with such Supplemental Declarations and Amendments to Declaration as have been executed and recorded.

3. The Receiver is further authorized to execute any documents and take any actions reasonably necessary to consummate the transactions contemplated therein.
4. Upon receipt of the consideration set forth in the Contract, and delivery of the deed and other documents called for in the Contract by the Receiver, the sale shall stand as confirmed, without further Order of the Court.

5. The Receiver is also authorized to return \$94,000 from the \$200,000 deposit paid by the original Prospective Buyer (as defined in the Motion), as full and final payment of any claim the Prospective Buyer may have to the deposit.

DONE AND ORDERED in Chambers at Miami, Florida, this Friday, April 05, 2019.



DARRIN P. GAYLES
UNITED STATES DISTRICT JUDGE