

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 Defendants<sup>1</sup>

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**ORDER GRANTING RECEIVER'S EX PARTE MOTION FOR ENTRY OF  
AMENDED STIPULATED WRIT OF ATTACHMENT FOR THE  
STATESIDE CONTRACTOR AND SUBCONTRACTORS**

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

**THIS MATTER** comes before the Court upon the receiver, Michael I. Goldberg's (the "Receiver") Motion for Entry of Amended Stipulated Writ of Attachment for the Stateside Contractor and Subcontractors [D.E. 167] (the "Motion").

**WHEREAS**, on May 24, 2016, the Receiver filed a Motion to Modify the Preliminary Injunction and/or Receivership Order to Authorize a Stipulated Writ of Attachment for the Stateside Contractor and Subcontractors to Preserve their Lien Rights [D.E. 133] ("Motion to Modify").

**WHEREAS**, on June 10, 2016, this Court entered an Order granting the Motion to Modify [D.E. 161] (the "June 10, 2016 Order"). At the same time, the Clerk of the District Court executed a Stipulated Writ of Attachment [D.E. 163] based on the copy attached to the Motion to Modify.

**WHEREAS**, the Receiver and counsel for the contractor, D.E.W. Construction Corp. seek the entry of an Amended Stipulated Writ of Attachment to conform with the format used for the Q Burke Mountain Resort project.

**WHEREAS**, the Court has been advised that the Securities and Exchange Commission and Defendants Ariel Quiros and William Stenger have no opposition to the Motion and the relief requested therein; and


**WHEREAS**, the Court finds that the Receiver has made a sufficient and proper showing in support of the relief requested;

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED**, as follows:

1. The Motion is **GRANTED**.
2. The Clerk of the District Court is directed to execute an Amended Stipulated Writ of Attachment in the form attached hereto as Exhibit 1.

3. All of the rights and reservations afforded to the parties in the June 10, 2016 Order remain in full force and effect.

**DONE AND ORDERED** in Chambers at Miami, Florida this 17th day of June, 2016.



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Honorable Darrin P. Gayles  
United States District Judge

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SOUTHERN DISTRICT OF FLORIDA**

**CASE NO.: 16-cv-21301-GAYLES**

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**Plaintiff,**

**v.**

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**Defendants, and**

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**Relief Defendants.**

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

**Additional Receivership Defendants<sup>1</sup>**

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**AMENDED STIPULATED WRIT OF ATTACHMENT**

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

To any Sheriff or Constable in the State of Vermont:

By the authority of the Federal District Court of the Southern District of Florida pursuant to the Order Granting Receiver's Motion to Modify the Preliminary Injunction and/or Receivership Order to Authorize a Stipulated Writ of Attachment for the Stateside Contractors and Subcontractors to Preserve Their Lien Rights [D.E. 161] (the "Order"), a copy of which is attached to this Writ and incorporated herein, you are hereby commanded to attach the lands and premises of Jay Peak, Inc., located on Stoney Path Road and Route 242 in Jay, Vermont 05859, and described more particularly as follows:

Being a portion of land now owned by Jay Peak, Inc. with Tax ID # #148268.01-1, encompassing 2,488 acres, with the attached portion being the area of a development project known as Stateside Cottages located off Stoney Path Road, Jay, VT (the "Stateside Cottages Property").

The Stateside Cottages Property is a portion of the same land and premises conveyed to Jay Peak, Inc. by Warranty Deed of Saint-Sauveur Valley Resorts, Inc. f/k/a Saint-Sauveur Valley Resorts, Inc., Station Touristique Mont Saint-Sauveur, Inc. dated June 20, 2008 and recorded on June 25, 2008 in Volume 60, Page 296 of the Jay land records and also recorded at Book 43, Pages 511-518 of the Town of Westfield Land Records.

Also being a portion of the land and premises conveyed to Jay Peak, Inc. by Warranty Deed from the State of Vermont dated August 31, 2010 and recorded on May 26, 2011 in Volume 67, Page 270 of the Jay land records.

to the values set forth in the attached Schedule A for the Subcontractors identified therein and Schedule B for D.E.W. Construction Corp. ("DEW") (subject to the Receiver's right to object to claims, amounts, validity, timeliness, priority and any other objection to the claims), to be held to satisfy any judgment for damages and costs that may be recovered by DEW and the Subcontractors listed in such Schedules in any action against Jay Peak, Inc. and Jay Peak Hotel Suites Stateside, L.P. ("Stateside L.P."), pursuant to a contract with DEW to supply labor and materials to a project known as Stateside Cottages ("Project"), the terms of which were incorporated into DEW's contracts with the Subcontractors, and make due return of this Writ with your doings thereon.

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Clerk, Federal District Court  
Southern District, Florida

DATED: \_\_\_\_\_

## SCHEDULE A

## Subcontractor Schedule of Amounts Owed

Each subcontractor reserves the right to claim and seek additional amounts that may be owed including, but not limited to, interest, penalties, attorney's fees or damages.

SUBCONTRACTOR	CONTRACT AMOUNT OWED (Including Retainage)
Dale E.Percy	\$134,350.16
International Landscape*	\$1.00
Harrison Concrete	\$58,218.50
Tanner Masonry*	\$1.00
Jeffords Steel	\$6,330.60
Northeast Frame to Finish	\$53,432.00
Reap Construction	\$145,227.34
Nicom	\$3,586.50
Kilbury*	\$1.00
Murphy's Cell Tech	\$58,561.64
Kelley Brothers	\$139,684.78
Colchester Contracting	\$77,605.84
Cluba Painting	\$15,093.10
Chimney Sweep	\$26,157.45
Joanne's Vacuum	\$3,850.00
Howarth Group	\$217,008.50
North Country Fire Protection	\$20,517.00
Mike's Electric	\$51,366.90

**\$1,010,993.31**

\* Each subcontractor marked with an asterisk reserves any rights that may exist related to amounts owed, intending to perfect any Contractor Lien that may exist.

**SCHEDULE B**

D.E.W. Construction Corp.  
Schedule of Amounts Owed

D.E.W. Construction Corp. amount owed (Including Retainage)	\$2,198,201.10
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D.E.W. Construction Corp. reserves the right to claim and seek additional amounts that may be owed including, but not limited to, interest, penalties, attorney's fees or damages.