

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 AUTHORIZING RECEIVER TO ENTER INTO AGREEMENTS
WITH BURKE MOUNTAIN ACADEMY AND BURKE RACING INC.**

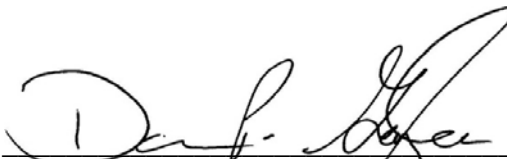
¹See Order Granting Receiver's Motion to Expand Receivership dated April 22, 2016 [D.E. No.: 60].

THIS MATTER comes before the Court upon the receiver, Michael I. Goldberg's (the "Receiver") Motion for Authorization to Enter Into Agreements with Burke Mountain Academy and Burke Racing Inc. (the "Motion") [ECF No. 382]. The Court, having reviewed the Motion, being advised that counsel for the Securities and Exchange Commission and Defendants Ariel Quiros and William Sanger have 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 enter into the (i) Second Amendment to the Deferred Payment Agreement; (ii) 2017 Amendment to Easement Deed and Declaration of Covenants, Conditions and Restrictions; (iii) Operating Agreement; and (iv) T-Bar Lift Lease (collectively, the "Agreements") and to execute any documents and take any actions reasonably necessary to consummate the transactions contemplated in the Agreements.
3. The Court retains jurisdiction over the Agreements.

DONE AND ORDERED in Chambers at Miami, Florida, this 4th day of August, 2017.


DARRIN P. GAYLES
UNITED STATES DISTRICT JUDGE