

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 GRANTING RECEIVER'S MOTION FOR AUTHORIZATION TO RETAIN
HOULIHAN LOKEY TO ASSIST THE RECEIVER IN CONNECTION
WITH THE SALE OF THE JAY PEAK RESORT**

THIS MATTER comes before the Court upon the receiver, Michael I. Goldberg's (the "Receiver") Motion for Authorization to Retain Houlihan Lokey to Assist the Receiver in Connection With The Sale of the Jay Peak Resort ("Motion") [ECF No. 520].

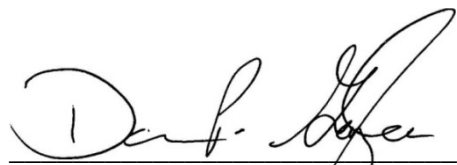
WHEREAS, the potential sale of Jay Peak Resort stands to provide a significant benefit to all investors; and

WHEREAS, Houlihan Lokey's services will provide significant assistance to the Receiver in conducting a sales process and evaluating sales proposals;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The Receiver is authorized to retain Houlihan Lokey Capital, Inc. according to the terms set forth in Exhibit A to the Motion.
2. Houlihan Lokey and its affiliates, and their respective past, present and future directors, officers, partners, members, employees, agents, representatives, advisors, subcontractors, and controlling persons (who have collectively been referred to as "Indemnified Parties") shall be indemnified according to the express terms of the Engagement Letter and as further outlined in Schedule A thereto.
3. In connection with Houlihan Lokey's retention, no Indemnified Party¹ shall be liable for any losses, claims, damages or liabilities, whether direct or indirect, incurred or brought by (a) any party paying consideration to the Receivership Entities or any of their affiliates in conjunction with a Transaction, or (b) any claimant in this action.
4. This Court retains jurisdiction to hear any and all claims on behalf of any party that arise under or in any way relate to this Order, the Receiver's retention of Houlihan Lokey, and the matters contemplated hereby and thereby.

DONE AND ORDERED in Chambers at Miami, Florida, this 7th day of January, 2019.



DARRIN P. GAYLES
UNITED STATES DISTRICT JUDGE

¹ All terms not expressly defined in this Order shall have the meaning ascribed to those terms in the Engagement Letter or Schedule A thereto.