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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

SECURITIES AND EXCHANGE  
COMMISSION,  
  
v.  
  
EMILIO FRANCISCO; PDC CAPITAL  
GROUP, LLC; CAFFE PRIMO  
INTERNATIONAL, INC.; SAL  
ASSISTED LIVING, LP; SAL  
CARMICHAEL, LP; SAL CITRUS  
HEIGHTS, LP; SAL KERN CANYON,  
LP; SAL PHOENIX, LP; SAL  
WESTGATE, LP; SUMMERPLACE AT  
SARASOTA, LP; SUMMERPLACE AT  
CLEARWATER, LP; SUMMERPLACE  
AT CORRELL PALMS, LP; TRC  
TUCSON, LP; CLEAR CURRENTS  
WEST, LP; CAFFE PRIMO  
MANAGEMENT, LP; CAFFE PRIMO  
MANAGEMENT 102, LP; et al.,  
  
Defendants.

Case No. 8:16-cv-02257-CJC-DFM  
**ORDER APPROVING: (1) SALE OF  
SARASOTA PROPERTY; AND  
(2) OVERBID PROCEDURES**  
  
Date: December 4, 2017  
Time: 1:30 p.m.  
Ctrm: 9B, 9th Floor  
Judge: Hon. Cormac J. Carney

1 The Court has reviewed and considered the motion of Thomas A. Seaman  
2 ("Receiver") for an order approving: (1) the proposed sale of the real property and  
3 improvements located at 5710 Draw Lane, Sarasota, Sarasota County, Florida  
4 ("Sarasota Property"); (2) the proposed overbid procedures to be used in connection  
5 with the sale of the Sarasota Property; and (3) the payment of the broker's  
6 commission of \$94,600, reflecting 10% of the overbid amount (the "Motion"). In  
7 considering the Motion, the Court has also reviewed the Receiver's concurrently  
8 submitted declaration, as well as the Purchase and Sale Agreement ("PSA") dated  
9 September 29, 2017, by and between the Receiver and his proposed stalking horse  
10 bidder for the Sarasota Property, Sunrise Land Partners, LLLP ("Buyer"). The  
11 Receiver is the court-appointed federal equity receiver for PDC Capital Group LLC  
12 ("PDC") and their subsidiaries and affiliates. PDC is the 100% owner of  
13 PDC Capital Partners, LLC, the 100% owner of Summerplace at Sarasota, LLC  
14 ("Summerplace"). The membership of Summerplace is controlled by the Receiver  
15 through PDC.

16 The Court finds that the Receiver has the authority to sell the Sarasota  
17 Property as the sole person authorized by law to act for and the sole member of  
18 Summerplace and provided adequate notice to all interested parties, including, but  
19 not limited to, all those persons with an interest in the Sarasota Property.

20 Having considered the Motion, the Receiver's declaration, the PSA, the  
21 oppositions to the Motion, the arguments of counsel at the hearing, and good cause  
22 appearing therefor, the Court orders as follows:

- 23 1. The Receiver's Motion is granted, in its entirety.
- 24 2. The Receiver is authorized to sell the Sarasota Property.
- 25 3. The Receiver's proposed sale of the Sarasota Property, including the  
26 PSA, the Receiver's proposed overbid procedures, and the payment of all  
27 commissions due to the Receiver's broker as described in the Motion, are approved  
28 and authorized.

1           4.     The Receiver is authorized to sell the Sarasota Property to The  
2 Glenridge on Palmer Ranch, Inc. ("Glenridge"), the Qualified Overbidder, as that  
3 term is defined in the Motion. Glenridge submitted the highest and best bid for the  
4 Sarasota Property at the hearing on the Receiver's Motion, in conformity with the  
5 terms of the PSA. Specifically, the Court authorizes the sale of the Sarasota  
6 Property to Glenridge for the sum of \$2,365,000, pursuant to the terms of the  
7 Purchase and Sale Agreement and Joint Escrow Instructions between the Receiver  
8 and Glenridge (the "Glenridge PSA".)

9           5.     In accordance with the terms of the Glenridge PSA and without  
10 limiting its terms, Glenridge shall purchase the Sarasota Property on an "as-is,  
11 where-is" basis, without any representations or warranties whatsoever by the  
12 Receiver, his agents and/or attorneys including, without limitation, any  
13 representations or warranties as to the condition of the Sarasota Property, except as  
14 expressly set forth in the PSA. Glenrdige shall be deemed to be solely responsible  
15 for its own due diligence, including, but not limited to, inspection of the condition of  
16 and title to the Sarasota Property, and shall be deemed not to have relied upon any  
17 representation or warranty of the Receiver, except as expressly set forth in the  
18 Glenridge PSA.

19           6.     In the performance of his obligations pursuant to this Order, the  
20 Receiver's liability in connection with the Glenridge PSA and the sale of the  
21 Sarasota Property shall be limited to the assets of the receivership estate established  
22 in the above-entitled action. Neither the Receiver nor his agents and/or attorneys  
23 shall have any personal liability for claims arising out of or relating to the  
24 performance of any actions necessary to complete the sale of the Sarasota Property  
25 as provided herein.

26           7.     Provided he obtains the written consent of Glenridge, the Receiver is  
27 authorized to amend or otherwise modify the terms of the Glenridge PSA and any  
28 other agreements or instruments reasonably necessary to effectuate the sale of the

1 Sarasota Property as provided herein, in the event the Receiver determines, in his  
2 sole discretion and reasonable business judgment, that such amendment or  
3 modification is reasonable and necessary, will benefit the receivership estate, avoid  
4 the imposition of liability upon the receivership estate, or is required pursuant to the  
5 terms of the Glenridge PSA or any other amendment or modification thereto,  
6 provided that such amendment or modification does not change the material terms  
7 of the contract, including the identity of Glenridge (unless Glenridge elects to permit  
8 its designee to purchase) or the purchase price paid for the Sarasota Property.

9       8. The Receiver is hereby authorized to take all actions and execute all  
10 documents necessary to consummate and otherwise effectuate the sale of the  
11 Sarasota Property to Glenridge, including, but not limited to, the Glenridge PSA  
12 itself, any other documents required to be executed pursuant to the PSA, and any  
13 related documentation, escrow instructions, or conveyance documents consistent  
14 with selling and conveying title to the Sarasota Property to Glenrdige.

15       9. The Receiver is hereby authorized to execute and acknowledge a  
16 receiver's deed conveying title to the Sarasota Property to Glenridge ("Receiver's  
17 Deed"), substantially in the form of Exhibit B to the Glenridge PSA, to effectuate  
18 the conveyance and cause the Receiver's Deed to be recorded on the date on which  
19 close of escrow occurs pursuant to the terms of the Glenrdige PSA, or as otherwise  
20 approved by the Receiver and Glenridge.

21       10. The close of escrow ("Close of Escrow") for the sale of the Sarssota  
22 Property shall occur as soon after the entry of this Order as soon as reasonably  
23 practicable, or as provided by the Glenridge PSA.

24       11. The Receiver is authorized to pay a real estate broker's commission of  
25 \$94,600.

26       12. The Receiver is hereby authorized to pay from the proceeds of the sale  
27 of the Sarasota Property, at the Close of Escrow: (a) all unpaid property taxes per  
28 the pro-rations, if any in the Glenridge PSA; (b) all other closing costs and

1 commissions that are the responsibility of the seller as set forth in the Glenridge  
2 PSA and/or related final closing statement; (c) any out-of-pocket expenses the  
3 Receiver incurs in connection with the sale of the Sarasota Property; and (d) any  
4 other expenses set forth in the Glenridge PSA that are the responsibility of the  
5 Receiver as seller thereunder. Based upon the sales price of \$2,365,000, the  
6 Receiver estimates that the net sale proceeds at the closing will be \$2,185,400.

7 13. This Court retains jurisdiction over any dispute involving the Receiver  
8 in connection with the sale of the Sarasota Property.

9 14. A certified copy of this Sale Order may be recorded concurrently with  
10 the Receiver's Deed or at any time before the Close of Escrow, provided, however,  
11 that failure to record this Sale Order shall not affect the enforceability of this Sale  
12 Order, the enforceability and viability of the Glenridge PSA, or the validity of the  
13 Receiver's Deed.

14 15. The Mortgage, Assignment of Leases and Rents, Security Agreement  
15 and Fixture Filing dated as of December 2, 2016, and recorded on December 6,  
16 2016, as Instrument No. 2016150091 in favor of MCC U.S., Inc. ("MCC  
17 Mortgage") and all associated liens and encumbrances shall be released from the  
18 Sarasota Property and attach solely to the sale proceeds from the sale of the Sarasota  
19 Property in the same validity and priority that they had with respect to the Sarasota  
20 Property.

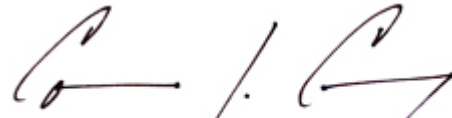
21 16. The Receiver will establish a separate bank account and hold and  
22 account for the net sale proceeds from the sale of the Sarasota Property separately  
23 pending further order of this Court.

24 17. The Receiver is authorized to execute such documents as may be  
25 required to effect this Sale Order and, in particular, such documents as may be  
26 required to remove the MCC Mortgage from the Sarasota Property.

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1           18. Any licensed title insurer may rely on this Sale Order as authorizing the  
2 Receiver to transfer title to the Sarasota Property as stated in Paragraphs 4, 8, 15,  
3 and 17, above.

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5 Dated: December 5, 2017



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Hon. Cormac J. Carney  
Judge, United States District Court

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