

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO  
Judge Raymond P. Moore**

Civil Action No. 19-cv-02594-RM-SKC

UNITED STATES SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

MEDIATRIX CAPITAL INC., *et al.*,

Defendants,

and

MEDIATRIX CAPITAL FUND LTD, *et al.*,

Relief Defendants.

---

**ORDER GRANTING MOTION FOR ORDER APPROVING AND CONFIRMING SALE  
OF REAL PROPERTY COMMONLY KNOWN AS  
1197 LLOYDS ROAD, OAK POINT, TEXAS**

---

Before the Court is the Motion for Order Approving and Confirming Sale of Real Property Commonly Known as 1197 Lloyds Road, Oak Point, Texas and Approving Publication and Overbid Procedures Including Memorandum of Points and Authorities in Support Thereof (“1197 Lloyds Sale Motion”) (ECF No. 347). The Court, having reviewed and considered the 1197 Lloyds Sale Motion and all pleadings and evidence filed in support of the 1197 Lloyds Sale Motion, having noted that there is no opposition to the 1197 Lloyds Sale Motion, and good cause appearing therefore, it is

ORDERED that:

1. The 1197 Lloyds Sale Motion is granted in full and the Receiver is authorized to proceed in accordance with the Receiver's sale procedures as detailed in the 1197 Lloyds Sale Motion;

2. The Receiver is authorized to sell the real property commonly known as 1197 Lloyds Road, Little Elm, Texas consisting of approximately 1 acre in Oak Point ETJ, Denton County, Texas and legally described on Exhibit 1 attached hereto ("1197 Lloyds Property"), and discharge the proceeds in accordance with applicable law and the orders of this Court, including without limitation this Order. The Sale of the 1197 Lloyds Property is hereby confirmed under 28 U.S.C. § 2001(b).

3. The Receiver is authorized to complete the sale of the 1197 Lloyds Property on an "as is" basis more fully described in Proposed Sale Contract (as defined below) by private sale to either (i) Andra Williams and Ralph Williams or their designees or assignees ("Proposed Buyers"), who are arm's length buyers, at a purchase price of \$230,000, pursuant to that certain Farm and Ranch Contract and the Amendment thereto (collectively, "Proposed Sale Contract"), which together are attached as Exhibit 2 to the Declaration of David N. Crapo ("Crapo Decl.") which is filed in support of the Motion; or (b) to such higher qualified arm's length overbidder who hereafter submits the highest qualified overbid session to be conducted under the terms and conditions more fully set forth herein. The sale of the 1197 Lloyds Property is hereby authorized subject to the following overbid procedures terms and conditions:

- a. In the event that a *bona fide* offer is made that is at least \$7,000 higher than the current \$230,000 offer, an overbid session with respect to the

1197 Lloyds Property shall be conducted within 25 days of the date of entry of the order granting 1197 Lloyds Sale Motion at the offices of ACR Realty, 2220 Coit Road, Suite 360, Plano, Texas 75075.

- b. The Receiver shall cause to be published a notice of the proposed sale of the 1197 Lloyds Property to the Proposed Buyers, or a qualified overbidder at an overbid session to be conducted as set forth in sub-paragraph (a) immediately above, which notice shall state the date, time and place of the overbid session, the requirement for pre-qualification by overbidders and the terms and conditions of the overbidding and sale of the property, as described below (“*Overbid Notice*”).
- c. The Receiver shall cause the Overbid Notice to be published in the *Dallas Morning News* two times prior to the date of the overbid session, with the first publication to be at least ten days prior to the date of the overbid session. The Dallas Morning News is a daily newspaper of general circulation. Dallas is in close proximity to the Oak Point ETJ, in which the 1197 Lloyds Property is located and the *Dallas Morning News* is a newspaper in which legal notices, including sale notices, are commonly published.
- d. Any interested party wishing to overbid at the overbid session shall be required to pre-qualify with the Receiver not less than four business days before the overbid session by delivering to the Receiver’s counsel, Gibbons P.C., Attention: David N. Crapo, at One Gateway Center,

Newark, NJ 07102: (a) notice in writing of the prospective overbidder's intent to overbid; (b) written verification from a financial institution demonstrating to the Receiver's satisfaction, in his sole and absolute opinion and judgment, the prospective overbidder's ability to complete and close a purchase of the 1197 Lloyds Property through sufficient funds and/or credit facilities within 20 days of the overbid session; and (c) a cashier's check in the sum of \$23,700 payable to "SEC v MEDIATRIX CAPITAL et al Receivership QSF Mark Conlan of Gibbons P.C., as Receiver," which cashier's check shall become nonrefundable upon acceptance of the overbidder's overbid at the conclusion of the overbid session.

- e. Overbidders shall be deemed to have completed all inspections of the 1197 Lloyds Property and shall be deemed to have waived and/or removed all contingencies in favor of the Proposed Buyers under the *Proposed Sale Contract*, including without limitation any contingency pertaining to inspection of title, and will be required to complete a cash purchase of the 1197 Lloyds Property and close escrow for the purchase of the 1197 Lloyds Property within 20 days of the date of the overbid session. The successful overbidder will be required to execute a purchase agreement for the 1197 Lloyds Property substantially in the form of the Proposed Sale Contract together with a waiver of all buyer contingencies promptly after conclusion of the overbid session and to otherwise generally perform in

the manner provided in the Proposed Sale Contract, and will be required to deposit an additional \$23,700 into escrow within five days after the

- f. The initial overbid shall be in the amount of \$237,000, representing an amount that is \$7,000 (approximately 3%) higher than the purchase price under the Proposed Sale Contract, and all subsequent overbids shall be in an amount at least \$3,500 higher than the preceding bid.

4. Pursuant to the listing agreement (“Listing Agreement”) with his broker, ACR Realty, and agent, James Hankins, a sales commission in the amount of 6% of the purchase price paid by the Proposed Buyers, or if a higher overbid is received and accepted at the overbid session, by the successful overbidder, shall be paid from the proceeds of the sale at close of escrow, and no other sales commission shall be paid from the proceeds of the sale or shall be paid by or be the responsibility of the Receiver under any circumstances.

5. The sale of the 1197 Lloyds Property by private sale to the Proposed Buyers under the Proposed Sale Contract, or to the highest qualified overbidder at the overbid session pursuant to the procedures set forth herein, shall be deemed confirmed by Order pursuant to this Motion without further notice, hearing or additional order, and without the necessity of any subsequent motion for confirmation of the sale.

6. The Receiver is authorized to execute all documents and instruments necessary or appropriate to complete, implement, effectuate and close the sale of the 1197 Lloyds Property to the Proposed Buyers or to the highest qualified overbidder, including but not limited to the deed conveying title to the 1197 Lloyds Property as provided herein.

7. The receiver is authorized to permit and/or cause to be paid from the proceeds of sale all ordinary and customary closing costs, including all utility charges, all costs and expenses required to be paid pursuant to the terms of the Proposed Sale Contract by the Receiver from the proceeds of sale, the sales commission described above at paragraph 4 and all real property tax liens and prorated real property taxes due up to the date of closing.

8. The net proceeds from the sale of the 1197 Lloyds Property, after payment of the valid liens and encumbrances and costs of sale as set forth in the prior paragraph, shall be paid to the Receiver on behalf of the receivership estate.

9. The sale of the 1197 Lloyds Property to the Proposed Buyers or any successful overbidder is in an “as is” condition, without any warranties or representations, with all faults known and unknown, as more particularly set forth in the Proposed Sale Contract.

10. The sale of the 1197 Lloyds Property to either the Proposed Buyers or to any successful qualified overbidder was through an arm’s length transaction and the purchase price is fair and reasonable.

11. Any licensed title insurer, the Proposed Buyers or any successful qualified overbidder may rely on this Order as authorizing the Receiver to transfer legal title to the 1197 Lloyds Property free and clear of all liens, claims and encumbrances.

12. The Receiver’s retention of James Hankins as listing agent to market the 1197 Lloyds Property, is hereby approved retroactively to December 21, 2021 and the Court finds the actions of the actions Mr. Hankins has taken in marketing the 1197 Lloyds Road Property to be reasonable and adequate.

13. The Receiver's retention of Jason Secrest, MAI, of Pyles Whatley Real Estate Services to appraise the 1197 Lloyds Property is approved retroactively to January 26, 2022.

14. The Receiver's retention of Robert W. Snyder, MAI, RWA, R/W—AC of Lowry Property Advisors to appraise the 1197 Lloyds Property is approved, retroactively to February 7, 2022.

15. The Receiver's retention of Mike Tobin of Bluebonnet Home Group to provide a broker's price opinion with respect to the 1197 Lloyds Property, is approved retroactively to February 17, 2022.

16. This Court shall retain the jurisdiction to interpret and enforce the terms of this Order.

DATED this 16<sup>th</sup> day of August, 2022.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Raymond P. Moore", written over a horizontal line.

RAYMOND P. MOORE  
United States District Judge

**EXHIBIT 1**



Tract # 1

BEING a tract of land situated in the John McNeil Survey, Abstract No. 884, conveyed to KBR Cape Cod LTD under CC File No. 2017-24921 of the Deed Records of Denton County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a fence post found for corner, being the Northeast corner of a tract of land conveyed to Max Alva Daniel III under CC File No. 2017-138256 of the Deed Records of Denton County, Texas, being the Westernmost Southwest corner of said KBR Cape Cod LTD tract, and being a Southeast corner of a tract of land conveyed to Kenneth Riney as recorded in Instrument File No. 2008-25012 of the Deed Records of Denton County, Texas;  
THENCE North 00 degrees 49 minutes 17 seconds East, a distance of 40.76 feet to a 1 inch iron pipe found for corner;  
THENCE South 84 degrees 54 minutes 06 seconds East, along a South line of said Riney tract, a distance of 230.06 feet to a 1 inch iron rod found for corner;  
THENCE South 00 degrees 09 minutes 39 seconds West (directional control), along a West line of said Riney tract, a distance of 179.82 feet to a fence post found for corner, being the Southernmost Southwest corner of said Riney tract and being a point in the North line of a tract of land conveyed to Theresa Daniel as recorded in Instrument File No. 2006-12277 of the Deed Records of Denton County, Texas;  
THENCE South 87 degrees 36 minutes 50 seconds West, a distance of 14.07 feet to a 1 inch iron pipe found for corner;  
THENCE North 00 degrees 06 minutes 55 seconds West, a distance of 160.95 feet to a 1 inch iron pipe found for corner;  
THENCE South 89 degrees 46 minutes 19 seconds West, a distance of 215.50 feet to the PLACE OF BEGINNING and containing 9,170 square feet or 0.211 of an acre of land.

Tract # 2

BEING a tract of land situated in the John McNeil Survey, Abstract No. 884, conveyed to KBR Cape Cod LTD under CC File No. 2010-119608 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a fence post found for corner, being the Northeast corner of a tract of land conveyed to Max Alva Daniel III under CC File No. 2017-138256 of the Deed Records of Denton County, Texas, and being the Western Southeast corner of a tract of land conveyed to Kenneth Riney as recorded in Instrument File No. 2008-25012 of the Deed Records of Denton County, Texas;  
THENCE North 89 degrees 46 minutes 19 seconds East, a distance of 215.50 feet to a 1 inch iron pipe found for corner;  
THENCE South 00 degrees 06 minutes 55 seconds West, a distance of 160.95 feet to a 1 inch iron pipe found for corner, said point being in the North line of a tract of land conveyed to Theresa Daniel as recorded under File No. 2006-12277 of the Deed Records of Denton County, Texas;  
THENCE North 89 degrees 35 minutes 44 seconds West, a distance of 215.21 feet to a 1 inch iron rod found for corner, being the Southeast corner of said Max Alva Daniel II tract;

EXHIBIT 2 "A"

THENCE North 00 degrees 00 minutes 45 seconds East, a distance of 158.57 feet to the PLACE OF BEGINNING and containing 34,405 square feet or 0.790 of an acre of land.

Tract ~~1~~<sup>3</sup>: (EASEMENT)

Easement for Access created in instrument executed by Jack Lively and others dated February 24, 1971, filed March 2, 1971, recorded in Volume 617, Page 61, Deed Records, Denton County, Texas, affected by Revised, Amended and Restated Agreement for Access Easement and Road and Gate Agreement filed November 9, 2017, recorded under Clerk's File No. 2017-138989, Real Property Records, Denton County, Texas.

Tract ~~1~~<sup>4</sup>: (EASEMENT)

Easement for Access created in instrument executed by Kenneth B. Riney to KBR Cape Cod, Ltd., dated October 23, 2017, filed November 13, 2017, recorded under Clerk's File No. 2017-139487, Real Property Records, Denton County, Texas.