

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

v.

Case No: 8:20-cv-394-T-35SPF

**KINETIC INVESTMENT GROUP,
LLC, MICHAEL SCOTT
WILLIAMS, KINETIC FUNDS I,
LLC, KCL SERVICES, LLC,
SCIPIO, LLC, LF42, LLC, EL
MORRO FINANCIAL GROUP,
LLC, KIH, INC., and BRANCH
BANKING AND TRUST
COMPANY,**

Defendants.

ORDER

THIS CAUSE comes before the Court for consideration of the Receiver's Motion for Approval of the (1) Private Sale of El Banco Espanol Building Located at 152 Tetuan Street, San Juan, Puerto Rico; and (2) Proposed Publication, Marketing, and Overbid Procedures Associated With the Sale of the Property (the "Motion") (Dkt. 174) Neither the SEC nor Defendant Williams opposes the Motion. (Dkts. 174, 203) Upon review of the Motion, its exhibits, the entire file, and being otherwise duly advised on the premises, the Court finds granting the Motion to be in the Receivership Estate's best interests.


Accordingly, it is hereby **ORDERED** and **ADJUDGED** that:

1. The Receiver's Motion for Approval of the (1) Private Sale of El Banco Espanol Building Located at 152 Tetuan Street, San Juan, Puerto Rico; and (2) Proposed Publication, Marketing, and Overbid Procedures Associated With the Sale of the Property, (Dkt. 174), is **GRANTED**;
2. The Court appoints and takes judicial notice of the three appraisals of the Property attached as Exhibits 4-6 to the Motion;
3. The Court finds that the Receiver has satisfied the requirements of 28 U.S.C. § 2001 regarding the marketing and proposed sale terms and procedures for the Property;
4. The Court finds that the form and substance of the Notice attached as Exhibit 8 to the Motion is sufficient to provide notice of the proposed sale of the Property as well as the procedures and timeframe for the submission of any bona fide offer pursuant to 28 U.S.C. § 2001;
5. The Court finds that the publication of the approved Notice attached as Exhibit 8 to the Motion in the Sarasota Herald Tribune and the El Nuevo Dia newspapers for one day at least ten days prior to any sale of the Property is sufficient to satisfy the notice requirements set forth under 28 U.S.C. § 2001;
6. The Receiver is authorized and empowered to take such steps, incur and pay such costs and expenses from the Receivership Estate, and do such things as

- may be reasonably necessary to implement and effect the terms and requirements of this Order, including publishing the Notice;
7. The Court finds the \$2.1 million offer in the Purchase and Sale Agreement to be commercially reasonable, in the Receivership Estate's best interests, and in compliance with the price requirements set forth in 28 U.S.C. § 2001. The Court also finds that the Receiver has made substantial and sufficient efforts to market and sell the Property. Accordingly, if no qualified bid (other than the offer in the Purchase and Sale Agreement) is received by the overbid deadline, the Receiver shall report the same to the Court, and he is approved and authorized to deem the \$2.1 million offer as the highest offer for the Property and, without further order from this Court, to sell, close and transfer title of the Property free and clear of all liens, claims, interests, and encumbrances, in accordance with the Purchase and Sale Agreement attached as Exhibit 1 to the Motion; and
 8. In the event the Receiver is provided with any timely and qualified overbid(s) pursuant to 28 U.S.C. §2001 and consistent with the procedures outlined in the Motion, the Receiver is authorized to negotiate in good faith with any party(ies) submitting such bid(s) and the original Purchaser and to use his sole discretion and business judgment to select a final purchaser that he deems to have provided the offer that is in the best interest of the Receivership Estate. Following the Receiver's determination, he shall report the same to the Court, and, without further order from this Court, is

approved and authorized to sell, close and transfer title of the Property free and clear of all liens, claims, interests, and encumbrances, in accordance with the Purchase and Sale Agreement entered into with the final purchaser.

DONE and ORDERED in Tampa, Florida, this 24th day of March 2021.



MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel of Record
Any Unrepresented Person