

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND  
SOUTHERN DIVISION

*In re* SANCTUARY BELIZE LITIGATION

No: 18-cv-3309-PJM

**ORDER GRANTING MOTION FOR ORDER APPROVING AND  
CONFIRMING SALE OF REAL PROPERTY COMMONLY KNOWN AS 3905  
MARCUS AVENUE, NEWPORT BEACH, CALIFORNIA**

The Motion for Order Approving and Confirming Sale of Real Property Commonly Known as 3905 Marcus Avenue, Newport Beach, California (“Motion”) was brought by Temporary Receiver, Robb Evans & Associates LLC (“Receiver”). The Court, having read and considered the Motion together with the Declaration of Brick Kane (“Kane Declaration”) and other documentary evidence filed in support of the Motion and papers filed in opposition to the Motion, if any, due and proper notice of the Motion having been given to the parties and other parties in interest, and good cause appearing therefore, it is

**ORDERED, ADJUDGED AND DECREED:**

1. The Motion shall be and is hereby granted in its entirety.
2. The Receiver is authorized to sell the real property commonly known as 3905 Marcus Avenue, Newport Beach, California (“Property”), Assessor’s Parcel No. 423-076-05, and legally described as:

Lot 3 in Block 339 of the Canal Section of Newport Beach.  
in the City of Newport Beach, County of Orange, State of  
California, as per Map recorded in Book 4, Page 98 of

Miscellaneous Maps, in the Office of the County Recorder  
of said Orange County.

and discharge the proceeds in accordance with applicable law and the orders of this Court,  
including without limitation this Order. The sale of this Property is hereby confirmed under Title  
28 U.S.C. §2001(b).

3. The Receiver is authorized to complete the sale of the Property on an "as is" basis  
as more fully described in the sale contract documents by private sale to Dominic Tucci and  
Elizabeth Tucci ("Buyer"), an arm's length buyer, at a purchase price of \$2,250,000 pursuant to  
the California Residential Purchase Agreement and Joint Escrow Instructions, Seller Multiple  
Counter-Offer No. 1, Additional Terms and "As-Is" Purchase Addendum, Buyer Counter Offer  
No. 1, Counter Offer No. 2, and Seller Response and Buyer Reply to Request for Repair No. 1,  
attached collectively as Exhibit 1 to the Kane Declaration (collectively the "Sale Contract").

4. Pursuant to the Residential Listing Agreement attached as Exhibit 2 to the Kane  
Declaration, a sales commission in the amount of 5% of the purchase price paid by the Buyer  
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 Property by private sale to the Buyer under the Sale Contract shall  
be and is hereby approved and confirmed by this Order without further notice, hearing or  
additional order.

6. The Receiver is authorized to execute all documents and instruments necessary or  
appropriate to complete, implement, effectuate and close the sale of the Property to the Buyer,  
including but not limited to the deed conveying title to the Property to the Buyer.

7. The sale of the Property to the Buyer is being sold in an "as is" condition, without any warranties or representations, with all faults known and unknown, as more particularly set forth in the Sale Contract.

8. Any licensed title insurer and the Buyer may rely on this Order as authorizing the Receiver to transfer legal title to the Property free and clear of all liens and encumbrances.

9. The Receiver shall permit and/or cause to be paid from the proceeds of sale all ordinary and customary closing costs, all costs and expenses required to be paid pursuant to the terms of the Sale Contract by the Receiver from the proceeds of sale, the sales commission described above at paragraph 4, all real property tax liens and prorated real property taxes due up to the date of closing, and the balance due under the obligation secured by the deed of trust in favor of the Cloughesy Family Trust of 1996 by Timothy Cloughesy, its Trustee.

10. As set forth in the Order Granting Temporary Receiver's Motion for Order Authorizing Listing for Sale and Marketing of Real Property Commonly Known as 3905 Marcus Avenue, Newport Beach, California by Receiver (Doc. 518), after payment of the sums set forth above at paragraph 9, all net proceeds from the sale of the Marcus Property shall be paid to the Receiver and be the sole and exclusive property of the receivership estate, free and clear of all other liens and encumbrances, if any exist.

Dated:

10/23/19

  
HONORABLE PETER J. MESSITTE  
UNITED STATES DISTRICT JUDGE

15147055v1