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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

ROBERT YANG, et al.,

Defendant,

YANROB'S MEDICAL, INC., et al.,

Relief Defendants.

CASE No. 5:15-CV-02387-SVW (KKx)

ORDER GRANTING MOTION OF
RECEIVER, STEPHEN J. DONELL, FOR
ORDER APPROVING: (1) SALE OF
LYNWOOD PROJECT; (2) OVERBID
PROCEDURES; AND (3) REAL ESTATE
BROKER'S COMMISSION

Date: September 11, 2017
Time: 1:30 p.m.
Ctm: 10A
Judge: Hon. Stephen V. Wilson

ORDER

This Court has reviewed and considered the Motion of its appointed receiver, Stephen J. Donell (the "Receiver") for an order approving: (1) the Receiver's proposed sale of the real property and improvements located at 3599 Norton Avenue, Lynwood, California 90262 (aka 3598 Martin Luther King, Jr. Boulevard, Lynwood, California 90262) (the "Property"); (2) the Receiver's proposed overbid procedures to be used in connection with the sale of the Property; and (3) the payment of the Receiver's broker's total broker's commission of 5% of the sale price realized for the Property. In considering the Receiver's Motion, the Court has also reviewed the Receiver's concurrently submitted declaration, and the Receiver's concurrently submitted declaration, and the Purchase and Sale Agreement ("PSA") dated June 5, 2017 by and between the Receiver and his

1 proposed stalking horse bidder for the Property, INI Investment Corporation
2 ("Buyer"), appended as an exhibit thereto.

3 Having considered the Motion, the Receiver's declaration, the PSA, and
4 good cause appearing therefor, the Court orders as follows:

5 1. The Receiver's Motion is granted, in its entirety;

6 2. The Receiver's proposed sale of the Property, including the PSA, the
7 Receiver's proposed overbid procedures, and the payment of all commission(s)
8 due to the Receiver's and any affiliated or designated brokers, as described in the
9 Motion, are Approved and authorized;

10 3. The Receiver is authorized to sell the Property to Buyer, Buyer's
11 designee, or the Qualified Overbidder, as that term is defined in the Motion, who
12 submitted the highest and best bid for the Property at the hearing on the Receiver's
13 Motion (the "Final Purchaser"), in conformity with the terms of the PSA;

14 4. In accordance with the terms of the PSA and without limiting its
15 terms, the Final Purchaser shall purchase the Property on an "as-is, where-is"
16 basis, without any representations or warranties whatsoever by the Receiver, his
17 agents and/or attorneys including, without limitation, any representations or
18 warranties as to the condition of the Property, except as expressly set forth in the
19 PSA. The Final Purchaser shall be deemed to be solely responsible for its own due
20 diligence, including but not limited to inspection of the condition of and title to the
21 Property, and shall be deemed not to have relied upon any representation or
22 warranty of the Receiver, except as expressly set forth in the PSA;

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

3 6. Provided he obtains the written consent of the Final Purchaser, the
4 Receiver is authorized to amend or otherwise modify the terms of the PSA and any
5 other agreements or instruments reasonably necessary to effectuate the sale of the
6 Property as provided for herein, in the event that the Receiver determines, in his
7 reasonable business judgment, that such amendment or modification is reasonable
8 and necessary, will benefit the receivership estate, avoid the imposition of liability
9 upon the receivership estate, or is required pursuant to the terms of the PSA or any
10 other amendment or modification thereto, provide that such amendment or
11 modification does not change the material terms of the contract, including the
12 identity of the Final Purchaser (unless Buyer elects to permit its designee to
13 purchase) or the purchase price paid for the Property;

14 7. The Receiver is hereby authorized to take all actions and execute all
15 documents necessary to consummate and otherwise effectuate the sale of the
16 Property to the Final Purchaser, including, but not limited to, the PSA itself, any
17 other documents required to be executed pursuant to the PSA, and any related
18 documentation, escrow instructions, or conveyance documents consistent with
19 selling and conveying title to the Property to the Final Purchaser. The Receiver
20 shall execute all documents necessary to consummate and otherwise effectuate the
21 sale of the Property as "Stephen J. Donell, Court-appointed receiver" or any
22 reasonable variation thereof which clearly identifies the Receiver as a court-
23 appointed receiver;

24 8. The Receiver is hereby authorized to execute and acknowledge a
25 receiver's deed conveying title to the Property to the Buyer (the "Receiver's
26 Deed"), substantially in the form of Exhibit B to the PSA, to effectuate the
27 conveyance and cause the Receiver's Deed to be recorded on the date on which
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1 close of escrow occurs pursuant to the terms of the PSA, or as otherwise approved
2 by the Receiver and the Final Purchaser;

3 9. The close of escrow ("Close of Escrow") for the sale of the Property
4 shall occur as soon after the entry of this Order as soon as reasonably practicable,
5 or as provided by the PSA;

6 10. The Receiver is hereby authorized to pay from the proceeds of sale
7 of the Property, at the Close of Escrow: (a) all unpaid property taxes; (b) all other
8 closing costs and commissions that are the responsibility of the seller as set forth
9 in the PSA and/or related final closing statement; (c) any out of pocket expenses
10 that the Receiver incurs in connection with the sale of the Property; and (d) any
11 other expenses set forth in the PSA that are the responsibility of the Receiver as
12 seller thereunder;

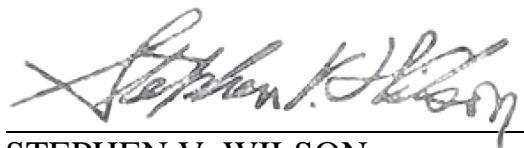
13 11. Subject to the other provisions of this Order, the net sale proceeds
14 from the sale of the Property shall be remitted to the Receiver within three (3) days
15 after the Close of Escrow;

16 12. Any licensed title insurer may rely on this Sale Order as authorizing
17 the Receiver to transfer title to the Property as stated in Paragraph 8, above;

18 13. This Court retains jurisdiction over any dispute involving the
19 Receiver in connection with the sale of the Property; and

20 14. A certified copy of this Sale Order may be recorded concurrently
21 with the Receiver's Deed or at any time before the Close of Escrow, provided,
22 however, that failure to record this Sale Order shall not affect the enforceability of
23 this Sale Order, the enforceability and viability of the PSA, or the validity of the
24 Receiver's Deed.

25
26 Dated: September 14, 2017


STEPHEN V. WILSON
UNITED STATES DISTRICT JUDGE