

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

SECURITIES AND EXCHANGE	:	
COMMISSION,	:	
	:	
Plaintiff,	:	Civil Action File No.
	:	1:12-CV-1996-TWT
v.	:	
	:	
BENJAMIN DANIEL DEHAAN AND	:	
LIGHTHOUSE FINANCIAL	:	
PARTNERS, LLC,	:	
	:	
Defendants.	:	

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**ORDER GRANTING MOTION BY RECEIVER FOR APPROVAL OF  
PRIVATE SALE OF REAL PROPERTY AND MEMORANDUM OF LAW  
IN SUPPORT THEREOF**

On October 10, 2012, S. Gregory Hays, the Court-appointed Receiver (the “Receiver”) for Lighthouse Financial Partners, LLC (“Lighthouse”), Defendant in the above captioned case, filed a Motion (Docket No. 36, the “Motion”) for Approval of Private Sale of Real Property and Memorandum of Law in Support Thereof. In the Motion, the Receiver requests approval of a sale of a certain parcel of real property and house located at 10699 Hidden Grove Lane, Eads, TN 38028 (the “Eads Property”). No qualified higher and better bids were submitted and no objections were filed in response to the Motion.

Having considered the Motion and all exhibits in support thereof, as well as previous pleadings filed by the Receiver, the Court finds that the Eads Property is part of the receivership estate of Lighthouse. The Court further finds that the Receiver has complied with all requirements necessary for the sale of the Eads Property. Therefore, in accordance with 28 U.S.C. § 2001, the Motion is hereby GRANTED. Accordingly, for good cause shown with no further notice or hearing being required, it is hereby:

**ORDERED AND ADJUDGED** that the Court approves the sale of the Eads Property to Roger Herron Olde and Anna Faire Olde (the “Oldes”) for the purchase price of \$612,000.00 pursuant to the Purchase and Sale Agreement attached to the Motion as Exhibit “B” (the “Eads Sale Agreement”) and the Eads Sale Agreement is hereby approved; and it is further

**ORDERED AND ADJUDGED** that, in the event that the sale to the Oldes does not close, the Court approves the sale of the Eads Property to John Larson for the purchase price of \$605,000.00 pursuant to the Purchase and Sale Agreement attached to the Motion as Exhibit “C” (the “Backup Agreement”) and the Backup Agreement is hereby approved; and it is further

**ORDERED AND ADJUDGED** that the Receiver is authorized to: a) enter into, execute, and consummate the Eads Sale Agreement and, if necessary, the

Backup Agreement; and b) execute and exchange any and all documents and take any and all actions necessary to effectuate and close the sale and transfer of the Eads Property; and it is further

**ORDERED AND ADJUDGED** that the Receiver is authorized to: a) pay the secured claim of FFSB<sup>1</sup> in and to the Eads Property and the compensation of the Broker from the proceeds of the sale of the Eads Property; and b) retain for the benefit of the Receivership Estate the net proceeds from the sale of the Eads Property.

So ORDERED this the 29<sup>th</sup> day of October, 2012, at 11:45 a.m.

/s/Thomas W. Thrash  
Thomas W. Thrash, Jr., Judge  
United States District Court

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<sup>1</sup> Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Motion.