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IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.* JOHN D. )  
 SOURS, Administrator of the Fair Business )  
 Practices Act, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 INTERNATIONAL ESTATE BROKERS, )  
 LLC d/b/a WATCH BROKERS and d/b/a )  
 WEBUYWATCHES.COM; and RONALD )  
 L. BERGH, III, individually, )  
 )  
 Defendants. )

CIVIL ACTION FILE NO.  
2012-CV-217825

**FINAL ORDER GRANTING RECEIVER'S REQUEST FOR AUTHORITY  
TO ENTER INTO AND CONSUMMATE PURCHASE AND SALE AGREEMENT**

Upon the Motion (the "*Motion*") (Docket No. 19) of Christopher J. Tierney, as receiver (the "*Receiver*") for International Estate Brokers, LLC d/b/a Watch Brokers and d/b/a webuywatches.com (collectively, the "*Receivership Entities*"), for entry of this Final Order authorizing him to enter into and consummate a Purchase and Sale Agreement (the "*Agreement*"); and this Court having held an interim hearing on the Motion on February 8, 2013, when it entered an Interim Order Approving Notice to Affected Parties and Setting Objection Deadline and Hearing Date on Receiver's Request for Authority to Enter Into and Consummate Purchase and Sale Agreement (the "*Interim Noticing Order*") (Docket No. 23); and the Receiver having provided a copy of the Interim Noticing Order to all required parties, according to the terms of the Interim Noticing Order (*see* Certificates of Service of Interim Noticing Order (Docket Nos. 26 and 28)); and this Court having held a final hearing on the Motion on March 7, 2013; and no objections to the Motion having been filed; and finding that the relief sought in the

Motion is in the best interests of the Receivership Entities and the parties who were subject to the wrongdoing of the Receivership Entities and those who controlled them; in light of the foregoing, this Court hereby ORDERS THAT:

1. The Motion is GRANTED.
2. The Agreement and all of the obligations of the Receiver thereunder are specifically approved *in toto*, and the Receiver is authorized to consummate the Agreement, and carry out all steps necessary to complete the transactions contemplated therein, including the disposition of proceeds in accordance with the Motion and the Agreement.
3. Each conveyance of a Consigned Watch,<sup>1</sup> an Owned Watch, or of the Other Watch Brokers Assets to Buyer shall be made free and clear of any claims, liens, encumbrances, obligations, or other impediments, or impairments to ownership, such that Buyer's title and ownership in each of the purchased Consigned Watches, Owned Watches, and the Other Watch Brokers Assets will be absolute as to all third parties.
4. The Buyer shall purchase any Consigned Watches, Owned Watches, or Other Watch Brokers Assets as a *bona fide* purchaser for value for resale.
5. The entry of any subsequent order or decision overruling or remanding this Sale Order shall not effect the Buyer's title to the Consigned Watches, Owned Watches, and the Other Watch Brokers Assets.
6. The Buyer has acted in good faith as an arm's-length purchaser for resale in connection with the purchase of any of the Consigned Watches, Owned Watches, and the Other Watch Brokers Assets.

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<sup>1</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion, and if not defined in the Motion, then in the Agreement.

7. Upon either (a) the purchase by the Receiver of a Consigned Watch, or (b) the return of a Consigned Watch from the Receiver to the Consignor, both the Receiver and the Buyer shall be fully and finally released from and against any claims, liabilities, obligations, setoffs, suits, demands, actions, or causes of action, whether choate or inchoate, sounding in tort or in contract, at law or in equity, that any Consignor has or could ever assert arising out of any action or omission prior to the date thereof.

8. The Court acknowledges and finds that the Receivership Entities have held in their possession the Consigned Watches and the Owned Watches for more than sixty (60) days. Accordingly, this Court finds that the Receiver and the Receivership Entities have complied with the laws that govern dealers in precious metals and gems, as codified at O.C.G.A. § 43-37-1 *et seq.*, and the provisions of the Atlanta City Code that regulate the sale of items containing precious metals, as codified at §§ 122-33, 122-110 (collectively, the “*Statutes*”). Because the Consigned Watches and the Owned Watches have been held, and not offered for public sale by the Receiver or the Receivership Entities, for the time period required by the Statutes, particularly including O.C.G.A. § 43-37-6(a)(6), the Buyer is herewith allowed to take the Consigned Watches and the Owned Watches subject to the Receivership Entities’ prior compliance, such that the Buyer will accede to all rights of the Receiver and the Receivership Entities under the Statutes. The Buyer is therefore deemed to be in full compliance with the Statutes, such that the Buyer can sell the Consigned Watches and the Owned Watches immediately upon taking title to them from the Receiver, and the Buyer will not be required to independently comply with the Statutes.

9. With respect to any Offer Letter, to the extent there is no timely Consignor Response, then the lack of such a response shall be treated as an agreement by the Consignor to

the sale of that Consignor's Consigned Watch or Consigned Watches (although the Receiver shall withhold applicable sales taxes, unless and until the Receiver obtains a certification from the Consignor that such sale is a casual sale or otherwise exempt from sales tax under applicable law).

10. With respect to any watch that is determined not to be authentic, the Receiver may return such watch to its Consignor, or the Receiver may determine another means for its disposal, but only on notice to the affected parties and after obtaining a further order of this Court.

11. Upon and after the entry of the Sale Order, the Buyer shall have no liability whatsoever to any party arising out of, or connected with, the Consigned Watches, the Owned Watches the Other Watch Brokers Assets, the Inspections, the implementation and consummation of the sales of the Consigned Watches from the Receiver to the Consignor, or any other provision of this Agreement, *save and except* a breach of this Agreement by the Buyer, in which case the Receiver shall be the sole party or party in interest that can hold, own, or prosecute such claims against the Buyer.

12. This Court retains jurisdiction to enforce this Sale Order, and any dispute arising under this Sale Order or the Agreement is related to the Receivership Action.

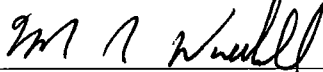
13. The failure to include or specify any provision of the Agreement in this order shall have no impact on its enforceability, all such terms and conditions of the Agreement hereby being approved in their entirety.

So Ordered, this 7 day of MARCH, 2013.



Judge Cynthia D. Wright  
Superior Court of Fulton County

***Form of Order Prepared By:***



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