

IN THE SUPERIOR COURT OF BIBB COUNTY
STATE OF GEORGIA

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GREEN BULL GEORGIA PARTNERS,)
LLC,)

Plaintiff,)

vs.)

REGISTER COMMUNICATIONS,)
INC.,)

Defendant.)

CLERK
BIBB COUNTY GEORGIA

CIVIL ACTION FILE NO.

**CONSENT ORDER GRANTING PLAINTIFF'S
EMERGENCY MOTION FOR APPOINTMENT OF RECEIVER**

This matter came before the Court on the Emergency Motion for Appointment of a Receiver ("Motion") filed by Plaintiff Green Bull Georgia Partners, LLC ("Plaintiff"). By the Motion, Plaintiff requested the immediate appointment of a receiver to take possession, control, and management of all operations of Defendant Register Communications, Inc. and its wholly owned subsidiaries, Radio Peach, Inc. and Radio Perry, Inc. ("Defendant and Subsidiaries"). The Court, having considered the Motion and being duly advised, and noting that a hearing is unnecessary in light of the consent of Defendant to the appointment of a receiver, and otherwise being duly advised, hereby finds that the relief sought in the Motion is hereby **GRANTED**.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. This Court has subject matter jurisdiction over the Motion and this cause of action.
2. This Court has personal jurisdiction over Defendant in this matter pursuant to Georgia Constitution, Article 6, Section 4.
3. Preferred venue properly lies with this Court pursuant to Georgia Constitution, Article 6, Section 2, Paragraphs 3, 5, and 6.

4. The Plaintiff is entitled to the immediate appointment of a receiver pursuant to the Loan Documents.¹

5. A receiver shall be appointed pursuant to, *inter alia*, O.C.G.A. § 9-8-1, *et seq.* (the “Receivership Statute”) because: (i) Defendant has failed to pay amounts due and owing to Plaintiff under the Loan Documents; and (ii) Defendant has failed to pay property taxes and payroll taxes due and owing to the Internal Revenue Service.

6. The appointment of a receiver is necessary to protect and preserve Plaintiff’s rights and interests.

7. Therefore, Plaintiff has established sufficient cause, pursuant to the Receivership Statute for the immediate appointment of a receiver to take possession, control, and management of all operations of Defendant and Subsidiaries during the pendency of the proceedings herein.

8. Gaurav Malhotra is qualified to act as receiver to take possession, control, and management of all operations of Defendant and Subsidiaries.

9. Gaurav Malhotra (the “Receiver”) is hereby appointed as receiver to: (i) to take possession, control, and management of all operations of Defendant and Subsidiaries; (ii) to administer and/or sell the assets of Defendant and Subsidiaries and manage business operations of Defendant and Subsidiaries for the benefit of Plaintiff and all other creditors; (iii) to apply the same to or otherwise expend funds for the payment of all amounts required in the Receiver’s judgment, after consultation with and the approval of Plaintiff, for the operation, maintenance and preservation thereof; and (iv) after establishing a sufficient reserve, to remit on a monthly basis the remainder to Plaintiff for application to the indebtedness of Defendant to Plaintiff or as otherwise directed by this Court. The Receiver is granted all powers necessary and usual in such cases for the protection,

¹ All capitalized, undefined terms shall have the meanings ascribed to such terms in the Complaint and Petition for Appointment of Receiver (the “Complaint”), commencing this action.

possession, control, management, maintenance, and operation of the Defendant and Subsidiaries during the pendency of this action including, but not limited to, the power to lease and/or sell the property of Defendant and Subsidiaries, without further leave of Court, with any and all liens, claims, interests, and encumbrances attaching to the sale proceeds in order of their priority under applicable law. The proceeds from any such sale of the property of Defendant and Subsidiaries shall be disbursed as follows: (i) to the costs of this action and such sale, which includes all costs and expenses of the Receiver, including the reasonable fees and expenses of his counsel; (ii) to satisfaction of the outstanding debt owed to Plaintiff; (iii) to any other creditors in order of priority; and (iv) any remaining amounts to Defendant. In its sole and absolute discretion, the Receiver may use existing employees, hire or contract for additional employees, or use its own employees and/or employees and/or contractors, including, without limitation, the Receiver, as is necessary or appropriate for the management and operation of Defendant and Subsidiaries. In addition, the Receiver may hire any brokers to lease and/or sell the property of Defendant and Subsidiaries or portions thereof, after consultation with and the approval of Plaintiff. The Receiver, as well as any persons it may authorize, are authorized to sign any contracts, agreements, or bank documents and any and all necessary documents to consummate any lease(s) and/or sale(s) of the Property including, but not limited to, any contracts and/or deeds. The Receiver will give notice to all parties of record if there is a sale the property of Defendant and Subsidiaries.

10. The Receiver shall immediately take all steps necessary to request and obtain consent of the Federal Communications Commission to the involuntary assignment of any and all FCC licenses of Defendant and Subsidiaries to the Receiver, including, but not limited to, filing FCC form 316 within forty-eight (48) hours of the receiver's appointment.

11. The Court, in its discretion, determines that the Receiver is not required to give a bond under O.C.G.A. § 9-8-10.

12. The Receiver shall be, and hereby is, authorized to do any and all acts respecting the assets, management, and operations of Defendant and Subsidiaries. Notwithstanding the foregoing, the Receiver shall have no responsibility to administer any pension, profit sharing, 401(k), health insurance, or other employee benefit plans.

13. In order to exercise the authority conferred upon it under this Order, the Receiver is hereby vested with the standing and all power and authority: (i) that would or could be wielded by the chief executive officer of Defendant and Subsidiaries; and (ii) of Defendant and Subsidiaries in its capacity and relationship as an “employer,” as the Receiver deems necessary for the management, sale, and/or liquidation of the assets of Defendant and Subsidiaries.

14. The Receiver is not responsible for answering or otherwise responding to the Complaint, which commenced this proceeding. The Defendant is responsible for answering or otherwise responding to the Complaint.

15. The Receiver shall not be personally liable for the debts, obligations or liabilities of Defendant and Subsidiaries, whether arising out of contract, tort, or otherwise, or for the acts or omissions of any member, other purported manager(s), agent(s), or employee(s) of the Defendant and Subsidiaries.

16. The Receiver and its agents shall have exclusive authority to demand and collect from any persons liable therefor, all rents, accounts, income, insurance proceeds, or other amounts now due and unpaid and all rents, accounts, income, insurance proceeds, or other amounts hereafter to become due and enforce the terms of any lease for all or any portion of the property of Defendant and Subsidiaries.

17. The Receiver may negotiate with any and all persons concerning the leasing and/or sale of the property of Defendant and Subsidiaries, including all personal property used in or associated with the operation of the property of Defendant and Subsidiaries or any portion or

portions thereof and to lease or sell the whole or portions of the property of Defendant and Subsidiaries and pay a reasonable commission of the gross sale price, after consultation with and approval of Plaintiff, which commission includes marketing expenses, of the whole or portions of the property of Defendant and Subsidiaries and, after consultation with and approval of Plaintiff, make reasonable expenditures for improvements and repairs. The Receiver may make and enter into leases, obtain and eject tenants, and set or modify rents and terms of rent without prior Court approval.

18. Until further notice of this Court, tenants in possession of the property of Defendant and Subsidiaries or any portion thereof shall attorn to the Receiver and such persons, together with any other persons liable therefor, are hereby directed to pay to the Receiver all rents, income, or other amounts now due and unpaid and all rents, income, or other amounts hereafter to become due on their respective tenancies and are hereby enjoined from doing otherwise. Defendant and Subsidiaries and their officers, agents, representatives, employees, attorneys, assigns, affiliates, parents, subsidiaries, equity owners, creditors, employees, unions are also hereby enjoined and restrained from: (i) collecting any receivables, accounts, rents, profits, charges or fees of and from the operators of the property of Defendant and Subsidiaries; (ii) holding possession thereof; (iii) cancelling any utility service and/or insurance policy related to the property of Defendant and Subsidiaries; (iv) interfering in any manner with the Receiver's possession of the property of Defendant and Subsidiaries and operation and management of Defendant and Subsidiaries; (v) commencing, prosecuting, continuing, or enforcing any suit or proceeding against or affecting Defendant and Subsidiaries or any part of the assets of Defendant and Subsidiaries; (vi) engaging in any act to create, perfect, or enforce any lien against the property of Defendant and Subsidiaries; (vii) engaging in any act to collect, assess, or recover a claim against Defendant and Subsidiaries that arose before the appointment of a Receiver; and/or (viii) exercising a set off of any debt owing

to Defendant and Subsidiaries that arose before the appointment of the Receiver against any claim against Defendant and Subsidiaries. If Defendant and Subsidiaries and/or its officers, agents, representatives, employees, attorneys, assigns, affiliates, parents and subsidiaries receive any of the foregoing amounts or property, such amounts or property shall be held in trust for the benefit of the Receiver and the receivership and immediately delivered to the Receiver with any required endorsements.

19. Any security or other deposits which tenants have paid to the Defendant and Subsidiaries and/or their officers, agents, representatives, employees, attorneys, assigns, affiliates, parents, and subsidiaries and which are not paid to the Receiver, and over which the Receiver has no control, shall be obligations of Defendant and Subsidiaries and shall not be refunded by the Receiver without the Court's approval. Any other security or other deposits which tenants have paid, or may pay, to the Receiver, shall be refundable by the Receiver in accordance with the respective leases or agreements.

20. The Receiver shall have no responsibility to prepare or file state or federal income or other tax returns (including income, personal property, commercial activity, gross receipts, sales and use, or other tax returns) relating to the receivership or the operation of the property of Defendant and Subsidiaries other than to provide Defendant and Subsidiaries with information in the Receiver's possession that may be necessary for Defendant and Subsidiaries to prepare and file their returns.

21. The Receiver has the authority to keep the current registered agent or engage a non-member and disinterested entity to serve as registered agent for Defendant and Subsidiaries. The current or newly engaged registered agent shall recognize and submit to the authority of the Receiver. Moreover, the registered agent, upon receipt thereof, shall immediately turn over to the Receiver any and all documents and/or notices received including, but not limited to, all documents

commencing and/or making reference to or regarding service of process concerning a potential or ongoing litigation that in any way involves Defendant and/or Subsidiaries.

22. The Receiver shall be named as a primary insured party on existing liability property damage and worker's compensation insurance coverage for the property of Defendant and Subsidiaries and Defendant and Subsidiaries shall continue to pay any and all related premiums. In the event the Receiver cannot be named as an additional insured on any insurance policy, the Receiver shall obtain his own insurance and such costs of insurance shall be a cost of the receivership estate without Court approval. Defendant and Subsidiaries and their officers, agents, representatives, employees, attorneys, assigns, affiliates, parents, and subsidiaries are enjoined, restrained, and prohibited from canceling, reducing, or modifying any and all insurance coverage on the property of Defendant and Subsidiaries.

23. The Receiver is authorized, without further leave of Court, to defend or institute and prosecute suits or summary proceedings involving or relating to the Defendant and Subsidiaries or the duties imposed upon the Receiver by this Order.

24. The Receiver is authorized to establish and/or maintain one or more bank accounts in his own name, as receiver for Defendant and Subsidiaries, or in the name of Defendant and Subsidiaries in which Receiver shall deposit all rents and other income received by the Receiver, and from which the Receiver shall disburse such funds as may be required to defray the expenses of the receivership; provided, however, that all amounts (including, without limitation, accrued interest thereon) in such account(s) are fully insured by the Federal Deposit Insurance Corporation. The Receiver is also authorized and shall be permitted to use the federal tax identification number(s) of Defendant and Subsidiaries, including, without limitation, in connection with establishing one or more bank accounts and issuing tax forms and reports (*e.g.*, Form W-2s and Form 1099s, etc.).

25. The Receiver is authorized to obtain a surety bond (interest or noninterest bearing) for any bank account with respect to any amounts on deposit that exceed the Federal Deposit Insurance Corporation insurance limit to protect such amounts.

26. Receiver is authorized to retain independent legal counsel to represent the Receiver generally in this receivership including, without limitation, in dealing with tenants, in reporting to and appearing before this Court, and as necessary in dealing with the parties to this legal action. The reasonable legal fees and costs incurred by the Receiver in connection with his role as Receiver shall be included and paid as an expense of the receivership from income from the operation of Defendant and Subsidiaries.

27. The Receiver is authorized, without further leave of Court, to reject or terminate any agreement or contract with respect to services performed at or related to the property of Defendant and Subsidiaries prior to the appointment of the Receiver that may be deemed by the Receiver, in Receiver's sole discretion, not to be in the best interest of the receivership.

28. The Receiver may terminate the employment of any current employees, agents, or other personnel of Defendant and Subsidiaries, and any amounts due and owing to such employees, agents, or other personnel shall be pre-receivership costs and expenses and not the responsibility of the receivership. To the extent the Receiver decides to continue the services of any current employees, agents, or other personnel of Defendant and Subsidiaries, neither the Receiver nor the receivership shall be liable for any claims of such employees, agents, or other personnel that arose prior to the date and time of the entry of this Order, which claims include, but are not limited to, unpaid but accrued sick time, unpaid but accrued vacation time, unpaid but accrued overtime and/or any and all other liabilities related to unemployment and/or worker's compensation claims.

29. The Receiver is authorized, without further leave of Court, to take possession, control, and management of all operations of Defendant and Subsidiaries in the Receiver's own name or in the name of Defendant and Subsidiaries.

30. The Receiver has the authority to receive and open all mail for and on behalf of Defendant and Subsidiaries and access and obtain keys for all Post Office boxes in the name of Defendant and Subsidiaries. This Order may be presented to any person, entity or governmental agency as evidence of the Receiver's authority to receive and open all mail for and on behalf of Defendant and Subsidiaries and access and obtain keys for all Post Office boxes in Defendant's and Subsidiaries' name. All persons, entities and governmental agencies shall comply with this Order.

31. No party to this action or any other person or entity, including, but not limited to, Defendant and Subsidiaries, is permitted to file a suit or summary proceeding against the Receiver unless such party has obtained prior approval from the Court and upon notice to the Receiver.

32. The Receiver is authorized to procure or maintain utility services for the property of Defendant and Subsidiaries and establish all necessary utility accounts for the property of Defendant and Subsidiaries in their name, as Receiver, but may also use the account information of Defendant and Subsidiaries (including the tax identification number of Defendant and Subsidiaries) to set up such accounts.

33. All public utilities shall continue to provide utility services to the Receiver without a prior cash deposit, with the cost of any such utility to be a cost of administration herein, dating from the date of the Receiver's appointment, and entitled to the appropriate priority of payment, and until further order of this Court, all public utilities are hereby restrained and enjoined from terminating any utility services to the premises herein described.

34. Defendant and Subsidiaries and its officers, agents, representatives, employees, attorneys, assigns, affiliates, parents, subsidiaries, equity owners, creditors, employees, unions, shall

immediately turn over, and/or give access, to the Receiver, in electronic form, if available, and if not available in electronic form, in paper form, any and all records and information they may have concerning the Defendant and Subsidiaries including, without limitation, (a) all books, records, correspondence, and other information related to the property of Defendant and Subsidiaries; (b) any lease or tenancy agreements to which the property of Defendant and/or Subsidiaries is or may be subject; (c) any amounts paid by tenants; (d) all liens or other encumbrances on the property of Defendant and Subsidiaries; (e) property taxes; (f) insurance for all types, including liability related to the property of Defendant and Subsidiaries; (g) loss runs for the past two (2) years relating to the property of Defendant and Subsidiaries; (h) all accounts payable and receivable pertaining to the property of Defendant and Subsidiaries; (i) all accounts at financial institutions for income derived from the lessee or insurers of, or otherwise related to, the property of Defendant and Subsidiaries; (j) utility meter information; and (k) all other aspects of the records of Defendant and Subsidiaries that are or may be necessary or pertinent to the Receiver's operation or management of the Defendant and Subsidiaries or the performance of any power or duty granted by this Order. To the extent Defendant and Subsidiaries believe that any records are protected by attorney-client privilege, Defendant and Subsidiaries will provide the Receiver with a list of those records, which the Receiver may challenge in this Court.

35. Defendant and Subsidiaries and their officers, agents, representatives, employees, attorneys, assigns, affiliates, parents and subsidiaries shall immediately turn over to the Receiver a complete set of keys and all alarm codes, access devices and access codes to the property of Defendant and Subsidiaries and a letter identifying each person or entity who currently has one or more keys, alarm codes, access devices, and access codes to the property of Defendant and Subsidiaries.

36. All accounting services that are currently being utilized with respect to the Defendant's property shall continue through the last day of the month that the Receiver is appointed, unless, once appointed, the Receiver decides otherwise.

37. The Receiver may pay any and all outstanding utilities, sewer expenses and other obligations subject to liens, and any and all other outstanding obligations to suppliers incurred in arm's length transactions who prior to the entry of this Order furnished services, materials, business supplies and/or labor to or for the benefit of the property of Defendant and Subsidiaries, but only to the extent the Receiver shall determine, after consultation with and the approval of Plaintiff, that it is prudent to do so in order to maintain the business relationships with such suppliers for the benefit of the preservation of the property of Defendant and Subsidiaries.

38. The Receiver shall have the right, without further leave of court, and after consultation with and the approval of Plaintiff, to borrow money for the maintenance and preservation of any portion of the property of Defendant and Subsidiaries, including but not limited to, costs for the completion of construction and the protection of any portion of the property of Defendant and Subsidiaries from weather damage. Any such sums borrowed shall be added to the outstanding indebtedness of Defendant to Plaintiff.

39. Defendant and Subsidiaries and its officers, agents, representatives, employees, attorneys, assigns, affiliates, parents and subsidiaries shall immediately turn over to the Receiver all sums in existence on the date hereof or hereafter received by any of them that are related or pertain to, or are derived from the operation and management of the Defendant and Subsidiaries including, but not limited to: (a) all cash in hand; (b) all cash equivalents and negotiable instruments (including, but not limited to, all checks, notes, drafts or other related documents or instruments); and (c) all sums held in accounts in any financial institutions including, without limitation, (i) tenant/lessee security deposits, (ii) deposits held in escrow for any purpose, such as for payment of

real estate taxes and insurance premiums, (iii) proceeds of insurance maintained for, or pertaining to, the property of Defendant and Subsidiaries, (iv) rent or prepaid rent, (v) reserves or other funds designated or intended for capital improvements, repairs, replacements or renovations to, or in connection with, the property of Defendant and Subsidiaries, and (vi) all other sums of any kind relating to the use, enjoyment, possession, improvement, maintenance, repair or occupancy of all or any portion of the property of Defendant and Subsidiaries.

40. The Receiver and any designee hereafter appointed with the approval of the Receiver shall have complete access over and through all of the property of Defendant and Subsidiaries for purposes of performing the duties set forth herein and in any way related to the management, maintenance, operation, and/or sale of the Defendant and Subsidiaries.

41. So long as the Receiver remains in control of the Defendant's and Subsidiaries' operations, the Receiver is directed to prepare and file with the Court, within thirty (30) days after the last day of the first month of entry of this Order and no less frequently than every three (3) months thereafter, and within sixty (60) days after termination of the receivership, a full and complete report, setting forth all receipts and disbursements and reporting all acts and transactions regarding the execution of the trust of his office as Receiver, including a current inventory of the funds, assets and property remaining in the receivership, all interest in and claims against the same, and all debts and obligations contracted and expenditures made. The Receiver is further directed to serve copies of each such report on the attorneys of record for the Plaintiff, the Borrower and any other party who enters their appearance in this matter.

42. Receiver shall be compensated for his efforts in the amount of \$5,000.00 (the "Receivership Fee") per week, plus reimbursement for all out-of-pocket expenses incurred as a result of the receivership; provided, however, that the Receivership Fee is for all services rendered by the receiver and receiver's professionals during the week.

43. The Receiver may engage accounting professionals and consultants, as well as independent counsel to represent the Receiver.

44. Any liability of the Receiver is and shall be limited to the assets of the receivership estate. Except for an act of gross negligence or willful misconduct or violation of this Order, the Receiver and all persons engaged by or employed by the Receiver shall not be liable for any loss or damage incurred by Defendant and Subsidiaries, or any other person, by reason of any act performed or omitted to be performed by the Receiver or any person engaged by or employed by the Receiver in connection with the discharge of their duties and responsibilities in this matter. The Receiver is not liable for any environmental issues relating to the property of Defendant and Subsidiaries. Additionally, the Receiver is not obligated to pay any debts, costs, expenses or other amounts except from the property of Defendant and Subsidiaries, proceeds thereof or other assets of the receivership estate.

45. The Receiver shall submit statements to Plaintiff and Defendant and Subsidiaries, on a roughly monthly basis, concerning Receivers' fees and the reasonable professional fees and expenses incurred by the Receiver, including, without limitation, for professional service providers such as attorneys, consultants and accountants. Unless the Receiver receives an objection, such statements shall be paid, without further court order after the expiration of ten (10) days from the date the Receiver sends such statements to the parties, from the property of Defendant and Subsidiaries and/or the operating income from the management of Defendant and Subsidiaries

and/or other assets of the receivership estate. In the event there are not sufficient funds on hand in the receivership estate timely to pay such statements, Plaintiff shall be responsible to Receiver and professionals retained by the Receiver for payment thereof, after the resolution of any objections to such fees and expenses.

46. The Receiver may at any time file a motion requesting that he be exonerated, discharged and released from his appointment as receiver.

47. The Receiver and any party to this action may apply at any time to the Court for further instructions and for further power necessary to enable the Receiver to properly fulfill his duties after providing notice to all parties who have appeared in this action.

CONSENTED TO BY REGISTER COMMUNICATIONS, INC.


Glenn C. Pollack, President

SO ORDERED AND APPROVED on this 19th day of February, 2015.


Judge, Bibb County Superior Court