

STATE OF MICHIGAN  
CIRCUIT COURT FOR THE COUNTY OF OAKLAND

IN RE:

Case No. 17-379480-DE

THE ESTATE OF DONNA DALDIN

Hon. Kathleen Ryan

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Court Appointed Receiver  
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**ORDER APPOINTING RECEIVER OF HELICOPTER**

At a session of said Court held in the  
City of Pontiac, Oakland County, Michigan, on  
4-2, 2019.

PRESENT: Hon. Hon. Kathleen A. Ryan  
Probate Court Judge

This matter having come before the Court, and with the Court being fully informed of the premises;

**IT IS ORDERED** that **FRANK SIMON** with an address of 37000 Woodward, Suite 250, Bloomfield Hills, Michigan 48304 is hereby appointed as Receiver ("Receiver"), effective immediately, with full powers as Receiver of all of the assets and property, real, personal or mixed of **PATRICK M. NOLAN**, including but not limited to a certain helicopter with the Registration

Number N204TV and Serial Number 10723, (collectively hereinafter the "Assets") The Receiver is an agent of this Court while acting under this Order. The Court further finds that the Receiver is qualified and meets the requirements set forth in MCR 2.622.

#### **AUTHORITY OF RECEIVER**

**IT IS ORDERED** that the Receiver is hereby granted all powers and authority conferred by statutes and case law, to control, and take possession of said Assets for the purpose of satisfaction of the provisions of any Judgments and/or Orders of the Court. The Receiver is also authorized to enter onto the property of third parties during normal business hours to take possession of the Assets.

#### **THE RECEIVERSHIP ESTATE**

**IT IS ORDERED** that the Receiver shall be empowered, but not obligated to:

1. Preserve, hold and manage all receivership Assets, and perform all acts necessary to preserve the value of those Assets, to prevent any loss, damage or injury, including payment of any taxes assessed against the Assets;
2. Remove any officer, independent contractor, employee, or agent of **PATRICK NOLAN** or any other person, from control and management of the affairs of the Assets;
3. Prevent the withdrawal or misapplication of funds;
4. Manage and administer all aspects of the Assets by performing all acts incidental thereto that the Receiver deems appropriate; including hiring or dismissing any and all personnel or suspending operations of any business;
5. Sue for, collect, receive, and take possession of all goods, chattels, rights, credits, moneys, effects, land, leases, documents, books, records, work papers, and records of amounts, including computer maintained information, and other papers of **PATRICK NOLAN** including documents related to vendors, creditors, customers, clients or limited partners of

the Assets whose interests are now held by or under the direction, possession, custody or control of **PATRICK NOLAN**;

6. Initiate, defend, compromise, adjust, intervene in, dispose of, or become a party to any actions or proceedings in state, federal, or foreign court necessary to preserve or increase the assets of the Assets or to carry out the Receiver's duties pursuant to this Order;
7. Choose, engage and employ attorneys, accountants, appraisers, and other independent contractors and technical specialists, as the Receiver deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order. All fees and compensation to same shall be paid out of the Receiver's account/cash flow as necessary.
8. Issue subpoenas to obtain documents and records pertaining to the receivership, and conduct discovery in this action on behalf of the receivership estate;
9. Open one or more bank accounts as designated depositories for funds of **PATRICK NOLAN**. The Receiver may deposit all funds of **PATRICK NOLAN** in such designated accounts and shall make all payments and disbursements from the receivership estate from such accounts; and
10. Make payments and disbursements from the receivership estate that are necessary or advisable for carrying out the directions of this Court, or exercising the authority granted by this Order.

**DELIVERY OF POSSESSION OF PROPERTY TO RECEIVER**

**IT IS ORDERED** that this Court commands the Sheriff of Oakland County, or any other court officer that the Court Appointed Receiver may choose to employ, to enter upon and deliver to the Receiver possession of the Assets and its related assets, wherever located, and if necessary

to use force as required, and if the premises are not voluntarily opened, to use a locksmith for said purpose

**IT IS ORDERED** that as soon as practicable after the receivership takes effect, **PATRICK NOLAN** and any other person or entity served with a copy of this Order, shall deliver to the Receiver:

1. Possession and custody of all funds, assets, property, and all other assets, owned beneficially or otherwise, wherever situated related to the Assets;

**POSSESSION OF DOCUMENTS AND RESTRAINT ON DESTRUCTION**

**IT IS ORDERED** that the Receiver is granted the power to take immediate possession of and to copy: all books, records, notes, memoranda, loan documents, deeds, bills of sale, canceled checks, checks, check ledgers, calendar notes, diary notes, records, books, ledgers, electronically stored data, tape recordings, and computer discs, or any other financial documents or financial information in whatever form belonging to **PATRICK NOLAN** as they or it may relate to the Assets.

**IT IS ORDERED** that **PATRICK NOLAN** and all persons or entities who receive notice of this Order by personal service or otherwise, are restrained and enjoined from directly or indirectly destroying, mutilating, erasing, altering, concealing, or disposing of, in any manner, directly or indirectly, any documents that relate to the Assets.

**RESTRAINT ON TRANSFER OF PROPERTY**

**IT IS ORDERED** that except as otherwise ordered by this Court, **PATRICK NOLAN** and any and all persons acting in concert with him or on his behalf, are restrained and enjoined from directly or indirectly:

Transferring, selling, alienating, liquidating, encumbering, pledging, leasing, loaning, assigning, concealing, dissipating, converting, withdrawing, or otherwise disposing of the

Assets, including assets held in corporate or partnership accounts in which **PATRICK NOLAN** has an interest, and assets held outside the United States, except as otherwise ordered by this Court.

**RESTRAINT ON ACTION BY CREDITORS**

**IT IS ORDERED** that except by leave of this Court, during the pendency of the receivership, **PATRICK NOLAN** and all other persons, creditors and entities be and hereby are stayed from taking any action to establish or enforce any claim, right or interest for, against, on behalf of, in, or in the name of **PATRICK NOLAN**, the Receiver, receivership assets, or the Receiver's duly authorized agents acting in their capacities as such, including but not limited to, the following actions:

1. Commencing, prosecuting, litigating or enforcing any other suit, except that actions may be filed to toll any applicable statute of limitations and remaining claims in this case may be reduced to judgment by litigation or otherwise;
2. Accelerating the due date of any obligation or claimed obligation; enforcing any lien upon, or taking or attempting to take possession of, or retaining possession of, property of the Assets or any property claimed by **PATRICK NOLAN**, or attempting to foreclose, forfeit, alter or terminate the interest of **PATRICK NOLAN** whether such acts are part of a judicial proceeding or otherwise;
3. Using self-help or executing or issuing, or causing the execution or issuance of any court attachment, subpoena, replevin, execution or other process for the purpose of impounding or taking possession of or interfering with, or creating or enforcing a lien upon any property; wherever located, owned by or in the possession of **PATRICK NOLAN**, or the Receiver, or any agent of the Receiver; and
4. Doing any act or thing to interfere with the Receiver taking control, possession or

management of the property subject to the receivership, or to in any way interfere with the Receiver or the duties of the Receiver; or to interfere with the exclusive jurisdiction of this Court over the Assets.

**PRIORITY OF CLAIMS AND DISPOSITION OF RECEIVERSHIP PROPERTY**

**IT IS ORDERED** that any and all monies, cash, funds, sale proceeds from the sale of assets and/or property, and other receipts that come into the possession of the Receiver, shall be applied to the following expenses in the following order of priority:

1. To pay the fees and expenses of the Receiver;
2. To pay all fees of all professionals retained by the Receiver (e.g., attorneys, accountants, brokers, etc.);
3. The balance, if any, in the order of priority as may be determined by the court.

**IT IS ORDERED** that the Receiver shall deposit into a fiduciary checking account any and all monies, cash, funds, sale proceeds from the sale of the assets and/or property and shall apply those funds consistent with the orders of this Court.

**RECEIVER'S COMPENSATION AND REPORTING**

**IT IS ORDERED** that the Receiver and all personnel hired by the Receiver, including counsel to the Receiver, are entitled to compensation for the performance of duties pursuant to this Order and in accordance with MCR 2.622, and for reimbursement of out-of-pocket expenses. The Receiver's compensation shall be as follows:

- (a) \$300.00 per hour for the services of the Receiver
- (b) \$185.00 per hour for the services of paralegals/legal assistants.
- (c) The Receiver's fees shall be prorated for any partial month.
- (d) The Receiver's general office administration, accounting and overhead shall not be charged against the Assets.

The Receiver shall report to the Court no less than quarterly regarding administration of the estate. The Receiver shall provide the Receiver's reports to all counsel of record.

#### **ASSUMPTION AND REJECTION OF CONTRACTS**

**IT IS ORDERED** that the Receiver and the receivership estate shall not be bound or personally liable for any and all contracts, agreements, understandings, or other commitments **PATRICK NOLAN** had, or may have with third parties with respect to the Assets.

#### **IMMUNITY OF RECEIVER**

**IT IS ORDERED** that the Receiver, while lawfully acting as such, is deemed an agent of the Court and is entitled to and shall have immunity to the fullest extent of the law, from and against any and all causes of action, suit, proceedings, claims, demands, suits, losses, damages and liability, including costs and a reasonable receiver and attorney's fees ("Claims"), in any manner arising from, in connection with or relating to any of the Assets and/or in the course of his acting in such court appointed capacity. Any person employed or engaged by the Receiver in the performance of his duties hereunder shall be afforded the same immunities afforded to the Receiver. The Receiver is entitled to rely on all outstanding rules of law and Court orders and shall not be liable to anyone for his own good faith compliance with any order, rule, law, judgment or decree. In no event shall the Receiver be liable for his good faith compliance with the terms and provision of this Order, nor shall he be liable to anyone for any action taken omitted by it except upon a finding by this Court that he acted or failed to act as a result of bad faith or in reckless disregard of his duties.

#### **BOND OF RECEIVER**

**IT IS FURTHER ORDERED** that the Receiver shall maintain a surety bond in an amount of not less than \$10,000. The costs of said bond shall be a cost of the Receivership.

**INSURANCE**

**IT IS ORDERED** that **PATRICK NOLAN** shall be responsible for the maintenance of any liability, fire, theft, vandalism, property damage or any other insurance required for the property under the control of the Receiver.

**RECORDING**

**IT IS ORDERED** that the Register of Deeds shall accept a certified copy of this Order for recording, against any real property in which the Receiver determines that **PATRICK NOLAN** has an interest.

**RETENTION OF JURISDICTION**

**IT IS ORDERED** that the balance of any Judgment or Orders of this Court previously entered shall remain in full force and effect and this Court retains jurisdiction of this matter for all purposes. This Order may be amended or supplemented for cause after a motion or hearing. This Order may also be amended or supplemented by order agreed to by the Parties and the Receiver, subject to the approval of this Court.

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PROBATE COURT JUDGE

**A TRUE COPY**  
**OAKLAND COUNTY PROBATE REGISTER**

By \_\_\_\_\_

Deputy