

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

SECURITIES AND EXCHANGE)	
COMMISSION,)	
)	
PLAINTIFF,)	
)	
v.)	Civil Action No. 3:17CV-420- L
)	
)	
PATRICK O. HOWARD;)	
HOWARD CAPITAL HOLDINGS, LLC;)	
AND OPTIMAL ECONOMICS CAPITAL)	
PARTNERS, LLC,)	
)	
DEFENDANTS.)	

**RECEIVER’S UNOPPOSED MOTION TO APPROVE
LEASE TERMINATION**

Receiver W. Craig Stokley (“Receiver”) files this Unopposed Motion to Approve Lease Termination and, in support, would respectfully show the Court as follows:

1. On February 14, 2017, the Securities and Exchange commission (“SEC”) initiated these proceedings and sought the appointment of a receiver. On that same day, the Court issued its Order Appointing Receiver [Dkt. 10], by which W. Craig Stokley was appointed Receiver.

2. The Order Appointing Receiver provides in Paragraph 37 that the “Receiver may, without further Order of this Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.”

3. As detailed in the Receiver’s Initial Status Report filed on March 17, 2017 [Dkt.

40], the Receiver has been in communications with Optimal Economics Capital Partners, LLC's landlord related to termination of the Lease and has made arrangements to sell the furniture within the leased space. The Receiver and landlord have reached an agreement reflected in the Lease Termination Agreement attached as **Exhibit A**. The Receiver has also made an agreement to sell the furniture in the space to Adams Office Furniture for \$1,500.00, which allow the space to be delivered to the landlord as of March 31, 2017, pursuant to the terms of the Lease Termination Agreement. As a result, the Receiver requests that the Court approve this Unopposed Motion to Approve Lease Termination to allow the Receiver to enter into the Lease Termination Agreement, and terminate the lease.

WHEREFORE, PREMISES CONSIDERED, the Receiver requests that the Court enter the Unopposed Order Granting Receiver's Unopposed Motion to Approve Lease Termination and for such other and further relief to which the Receiver may show himself justly entitled.

Dated: March 29, 2017.

Respectfully submitted,



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ATTORNEY FOR RECEIVER
W. CRAIG STOKLEY

CERTIFICATE OF CONFERENCE

On March 27, 2017, I conferred with Timothy S. McCole, counsel for the United States Securities and Exchange Commission, and Phil Bezanson of Bracewell LLP, counsel for Defendant Patrick O. Howard, about the content of this Motion. Counsel advised me that they are unopposed to the Motion.



KIMBERLY M.J. SIMS

CERTIFICATE OF SERVICE

On March 29, 2017, I electronically filed the Receiver's Unopposed Motion to Approve Lease Termination via the Court's CM/ECF filing system, which will send a notice of electronic filing to all CM/ECF participants. I further certify that I served a true and correct copy of the foregoing document and the notice of electronic filing via UPS and electronic mail on all non-CM/ECF parties and/or their counsel.

A handwritten signature in black ink that reads "Kimberly Sims". The signature is written in a cursive style with a large, looped "S" at the end.

KIMBERLY M.J. SIMS