

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

SECURITIES AND EXCHANGE
COMMISSION,

CASE NO. 8:20-CV-325-T-35AEP

Plaintiff,

v.

BRIAN DAVISON;
BARRY M. RYBICKI;
EQUIALT LLC;
EQUIALT FUND, LLC;
EQUIALT FUND II, LLC;
EQUIALT FUND III, LLC;
EA SIP, LLC;

Defendants, and

128 E. DAVIS BLVD, LLC;
310 78TH AVE, LLC;
551 3D AVE S, LLC;
604 WEST AZEELE, LLC;
2101 W. CYPRESS, LLC;
2112 W. KENNEDY BLVD, LLC;
5123 E. BROADWAY AVE, LLC;
BLUE WATERS TI, LLC;
BNAZ, LLC;
BR SUPPORT SERVICES, LLC;
BUNGALOWS TI, LLC;
CAPRI HAVEN, LLC;
EA NY, LLC;
EQUIALT 519 3RD AVE S., LLC;
MCDONALD REVOCABLE LIVING TRUST;
SILVER SANDS TI, LLC;
TB OLDEST HOUSE EST. 1842, LLC;

Relief Defendants.

**RECEIVER’S UNOPPOSED MOTION TO APPROVE TRANSFER OF
TITLE TO THE PROPERTY LOCATED AT 357 SOUTH MCMULLEN
BOOTH ROAD, UNIT 120, CLEARWATER, FLORIDA 33759**

Burton W. Wiand, as Receiver (the “**Receiver**”) over the assets of the Corporate Defendants and Relief Defendants¹ moves the Court to approve the transfer of title to certain real property, sold at auction, free and clear of any and all liens, encumbrances, and claims. This transfer is necessary to complete the sale of the property pursuant to the auction previously approved by Order of this Court (Doc. 349).

ARGUMENT

Pursuant to the Court-approved auction (Doc. 349), the following property, 357 South McMullen Booth Road, Unit 120, Clearwater, Florida 33759 (the “**Property**”), has been sold to Green Enterprises of Florida LLC for \$111,300.00 and the Receiver desires to transfer title to the Property pursuant to the Sale Procedures Agreement attached hereto as **Exhibit 1**. This motion is necessary to facilitate the closing of this transaction and the provision of title

¹ The “**Receivership**,” “**Receivership Estate**,” or “**Receivership Entities**” includes the corporate defendants, the relief defendants, and the following entities: EquiAlt Qualified Opportunity Zone Fund, LP (“**QOZ**”); EquiAlt QOZ Fund GP, LLC; EquiAlt Secured Income Portfolio REIT, Inc. (“**REIT**”); EquiAlt Holdings LLC; EquiAlt Property Management LLC; and EquiAlt Capital Advisors, LLC (collectively, the “**REIT and QOZ Entities**”). See Doc 184 at 6-7. See also, Doc. 284 regarding EquiAlt Fund I, LLC.

insurance to the Buyer.² The granting of this motion will authorize the Receiver to transfer title to Buyer, via Receiver's Deed, free and clear of any and all liens, encumbrances, and claims. The Property is free of any substantial liens or encumbrances, there is no mortgage that applies to the Property. The legal description of the property is as follows:

TRADEWINDS CONDO BUILDING 10, APT 20

CONCLUSION

For the foregoing reasons, the Receiver respectfully requests that this Court grant this motion and approve the transfer of title of the Property via Receiver's Deed, free and clear of any and all liens, encumbrances, and claims.

LOCAL RULE 3.01(G) CERTIFICATION

Counsel for the Receiver has conferred with counsel for the SEC and Defendants Brian Davison and Barry Rybicki and there is no objection to the relief sought herein.

Respectfully submitted,

/s/ R. Max McKinley

Jared J. Perez, FBN 0085192

jperez@guerraking.com

R. Max McKinley, FBN 119556

mmckinley@guerraking.com

GUERRA KING P.A.

5505 West Gray Street

Tampa, FL 33609

² This Motion is necessary as title insurance companies have routinely required a Court order authorizing transfer of title of properties via Receiver's Deed.

Tel: (813) 347-5100
Fax: (813) 347-5198

and

Katherine C. Donlon, FBN 0066941
kdonlon@jclaw.com
**JOHNSON, CASSIDY, NEWLON &
DECORT P.A.**
2802 N. Howard Avenue
Tampa, FL 33607
Tel: (813) 291-3300
Fax: (813) 324-4629

Attorneys for the Receiver Burton W. Wiand

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 10, 2021, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

/s/ R. Max McKinley
R. Max McKinley, FBN 119556

EXHIBIT 1

SALE PROCEDURES AGREEMENT

This Sale Procedures Agreement (hereinafter “**Agreement**”), is entered into this the 3rd day of September 2021, by and between **Green Enterprises of Florida LLC** (hereinafter, the “**Buyer**”) and **Burton W. Wiand, Receiver for EquiAlt Fund II, LLC** (hereinafter, the “**Receiver**” or “**Seller**”, and collectively with Buyer, the “**Parties**”) appointed in the matter of *Securities and Exchange Commission v. Brian Davison, et al.*, United States District Court, Middle District of Florida, Tampa Division, Case No.: 8:20-cv-00325-T-35AEP (hereinafter, the “**Action**”).

BACKGROUND

WHEREAS, the Receiver was appointed pursuant to an Order Granting Plaintiff’s Emergency Ex Parte Motion for Appointment of Receiver and Memorandum of Law entered February 14, 2020 and an Order Granting Emergency Ex Parte Motion for Temporary Restraining Order, Asset Freeze, and Other Injunctive Relief entered February 14, 2020, and pursuant to an Order on Motion for Preliminary Injunction entered on August 17, 2020 in connection with the proceedings in the Action (the “**Receivership Orders**”); and pursuant to the Receivership Orders the Receiver was granted authority, custody and control over EquiAlt, LLC and various other related companies and assets including 357 South McMullen Booth Road, Unit 120, Clearwater, Florida 33759 and he is authorized to sell said property with approval of the United States District Court for the Middle District of Florida;

WHEREAS, EquiAlt Fund II, LLC is a legal entity under the control of the Receiver pursuant to the Receivership Orders and it is the owner of 357 South McMullen Booth Road, Unit 120, Clearwater, Florida 33759, better known as Pinellas County Property Appraiser’s Parcel Id Number (PIN): 16-29-16-91660-010-1200 (“**the Property**”);

WHEREAS, pursuant to the Receivership Orders and a subsequent Order of the Court, the Seller has been granted full power and authority to market and conduct an auction to sell the Property;

WHEREAS, the Buyer is the winning bidder in the auction of the Property through Receivership-Auctions.com and is legally bound to purchase the Property. This Agreement is to confirm and document the terms of the closing and transfer of title of the Buyer’s purchase of the Property;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **Property:** The Seller has agreed to sell and convey, and Buyer has agreed to purchase and pay for, all pursuant to the terms and conditions hereinafter set forth herein and the terms of auction of Receivership-Auctions.com, the Property consisting of all of Seller's right, title, and interest in and to the Property, more particularly described on Exhibit "A" attached hereto. The Property shall include all appurtenant rights, privileges, and easements, all buildings and improvements, free from all encumbrances whatsoever, except restrictions and easements of record, zoning ordinances, and taxes and assessments, both general and special, not currently due and payable. **PROPERTY SOLD "AS IS"**.

2. **Purchase Price & Contingencies:** The Purchase Price shall be One Hundred Eleven Thousand Three Hundred Dollars (\$111,300). The purchase price includes the winning bid price in the auction of the property on Receivership-Auctions.com and the applicable Buyer's premium.

This Agreement and transfer of the Property is subject only to the contingency that the United States District Court for the Middle District of Florida issues and Order directing and authorizing the Seller to transfer the Property.

3. **Escrow Agent and Initial Money Deposits:** Najmy Thompson, P.L 1401 8th Ave W, Bradenton, FL 34205 shall serve as the Escrow Agent. Within 24 hours of the notification to the Buyer that he is the winning bidder of the auction conducted by Receivership-Auctions.com, Buyer shall wire as an Initial Deposit (10%) of the Purchase Price (\$111,300) to the Special Trust Account of Burton W. Wiand, PA. These funds shall only be refundable if the United States District Court refuses to approve the transfer of the Property by the Receiver to the Buyer. The funds shall be wired to the following account:

CONTACT SELLER TO CONFIRM WIRING INFO PRIOR TO MAKING ANY WIRES.

Wiring Instructions are as follows:

ABA Routing Number: 062006505
Beneficiary Bank: ServisFirst Bank
Address: 2500 Woodcrest Place
City: Birmingham, AL 35209

Beneficiary Account #: 500120XXXX

Beneficiary Name: Burton W. Wiand PA Special Trust Account

Further Instructions: Lot No. 10.

Once this document has been signed and returned to Seller, Buyer will need to contact Jeffrey Rizzo @ jrizzo@guerraking.com to receive the last 4 digits to the Beneficiary account number. Please include your phone number in the e-mail so you can be called back to confirm the last 4 digits of the account number.

Buyer may not cancel the transaction and any attempt thereto shall cause all funds deposited to the Special Trust Account to immediately become the property of the Receiver.

The funds deposited to the Special Trust Account shall be credited at Closing towards the Purchase Price to be paid to Seller by Buyer for the Property under the terms of this Agreement. Unless Seller has agreed otherwise, **WITHIN FIVE (5) BUSINESS DAYS BUYER SHALL WIRE THE REMAINING 90% OF THE PURCHASE PRICE TO THE ESCROW AGENT.** These funds shall be wired to the to the Escrow account of Najmy Thompson according to the attached wiring instructions. Any financing shall be allowed solely pursuant to the terms of the Financing Addendum attached hereto.

The terms of this Agreement shall serve as the escrow and closing instructions for this transaction.

4. Conditions of Escrow: Seller shall, upon the deposit of all funds required by this Agreement with the Escrow Agent apply to the United States District Court for an Order authorizing and directing the Receiver to deliver to Buyer a Receiver's Deed transferring all of Sellers interest in the Property. Upon delivery of the Receiver's Deed to the Buyer all funds on deposit with the Escrow Agent or in the Special Trust Account shall be delivered to the Seller. Should the Court fail to or refuse to authorize the transfer of the Property to the Buyer, upon Buyer's request, deposited funds shall be returned to the Buyer. Should Seller fail to perform any obligation under this Agreement for any other reason, the Buyer's sole remedy shall be to seek return of all funds deposited in connection with this Agreement.

5. No Financing Contingency: Buyer agrees that there shall be no financing contingency associated with this Agreement. Buyer agrees that this is an **ALL-CASH** purchase and there shall be no financing contingency. Any Purchaser who desires to finance a purchase after being the successful bidder in an auction must execute and strictly comply with the terms of the Financing Addendum attached hereto.

6. Closing and Closing Agent: Unless extended by mutual agreement of the Parties, Closing shall take place promptly after The United States District Court, Middle District of Florida's authorizing and directing Seller to deliver a Receiver's Deed to Buyer. "Closing" as used herein shall mean the date all contingencies provided in this Agreement shall be satisfied

and the date the Receiver's Deed in substantially the form as Exhibit "B" attached hereto has been recorded. Najmy Thompson, P.L. shall serve as the Closing Agent.

7. **Conveyance of Title:** When the funds to be paid by Buyer together with all documents required to be deposited by Buyer pursuant to this Agreement have been deposited into escrow, then Seller shall deliver into escrow title to the Property. Seller will convey title via Receiver's Deed in substantially the form as Exhibit "B" attached hereto.

8. **Evidence of Title, Survey and Closing Costs:** Buyer, at Buyer's cost and expense, may obtain evidence of title, a title abstract, title insurance and/or a survey of the Property. At Closing, Buyer shall pay: (i) all title examination fees; (ii) survey costs or any costs to update surveys; (iii) to update recording costs on documents necessary for Seller to clear title (to the extent such action is required); (iv) any premiums for a title insurance policy; (v) all transfer taxes payable in connection with the delivery for recording of any title transfer instrument or document by Seller provided in or contemplated by this Agreement; (vi) all charges for escrow services; (vii) all survey and appraisal costs; (viii) mortgage taxes (if any); (ix) the cost of any environmental reports; (x) all fees of the Closing Agent; and (xi) Buyer's legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Buyer hereunder, including without limitation, the cost of performance by Buyer and the obligations hereunder.

At Closing, Seller shall pay: (i) Seller's legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Seller hereunder, including without limitation, the cost of performance by Seller of its obligations hereunder.

Except as otherwise expressly provided for in this Agreement, Buyer shall be responsible for any and all other costs and expenses, regardless of custom or practice in the county where the Property is located, in connection with the consummation of this Agreement.

9. **Condition of Premises and Inspection Period:** Buyer acknowledges and agrees to purchase the Property on an "As Is" "Where Is" basis, with all faults and without representations, express or implied, of any type, kind, character or nature, including but not limited to the suitability of the Property for any use, and without warranties, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the Property for any use, and without recourse, express or implied, of any type, kind, character or nature.

Any inspection of the Property must be conducted prior to the entry of bids on the Property. All bids are binding and irrevocable when made. Entering a bid on the Property without inspection for any reason shall constitute a waiver of any inspection of the Property and conclusive acceptance of the Property in its current condition.

10. **Damage or Destruction:** In the event the Property, or any portion thereof, is damaged or destroyed by fire or other cause prior to the date of transfer of title, Buyer may declare this Agreement null and void or Buyer may complete the purchase. If Buyer declares this Agreement null and void due to damage or destruction as described in this Paragraph 10, all funds paid by Buyer to the the Receiver or Escrow Agent shall be delivered immediately to Buyer.

11. **Taxes, Assessments & Utilities:** Real Estate Taxes, assessments, if any, and any assessments, insurance premiums, charges, and other items attributable to the Property shall be prorated as of the date of Closing, based upon an actual three hundred and sixty-five (365) day year, as is customary. Meters for all public utilities (including water) being used on the Property shall be ordered read on the day prior to closing and all charges to said date shall be paid by Seller.

12. **Real Estate Brokers:** Seller and Buyer represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction, except for Alex Ellis of A Better Life Realty LLC (“**Seller’s Agent**”). At Closing, Seller agrees to a Two Percent (2.0%) commission to Seller’s Agent pursuant to a separate written agreement by and between Seller and Seller’s Agent. No commission shall be payable to any agent of Buyer unless Buyer has disclosed such agent during registration with Receivership-Auctions.com. If such agent is disclosed Buyer’s agent will be paid 40% of the Buyer’s premium paid by Buyer.

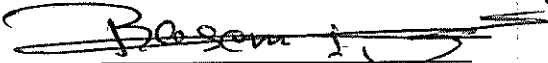
13. **General Provisions:**


- (a) This Agreement shall be governed by the laws of Florida.
- (b) Buyer and Seller hereby (i) agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be exclusively litigated as a summary proceeding in *Securities and Exchange Commission v. Brian Davison, et al.*, United States District Court, Middle District of Florida, Tampa Division, Case No.: 8:20-cv-00325-T-35AEP, to the exclusion of the courts of or in any other state or country, and (ii) irrevocably submit to the exclusive jurisdiction of the United States District Court, Middle District of Florida, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably waive any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

- (c) Captions of the several items of this Agreement are not a part of the context hereof and shall not be used in construing this Agreement, being intended only as aids in locating the various provisions hereof.
- (d) This Agreement shall inure to the benefit of, and be binding upon, the Buyer's successors and assigns, executors and administrators.
- (e) In the event that this Agreement shall terminate in accordance with the provisions hereof, and in the absence of breach, all funds and documents deposited shall be returned to the depositor thereof and neither party shall be under any further obligation to the other by reason of this Agreement.
- (f) This Agreement is deemed accepted upon delivery of the fully executed Agreement. This Agreement, and any notices required or permitted to be given pursuant to this Agreement, shall be in writing and sent by overnight courier, prepaid, or hand delivered, transmitted by facsimile or e-mail, delivered personally or served by certified or registered mail, return receipt requested. Any facsimile or electronic signature shall be deemed to be an original.
- (g) Notices may be delivered to Seller at the email address burt@burtonwwiandpa.com or via Seller's Agent at the email address tony@abetterliferealty.com and to Buyer at the email address bali@gianotil.com or via Buyer's Agent at the email address _____
- (h) This Agreement contains the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained.

BUYER

SELLER


 Basem Based Ali as Member
 Green Enterprises of Florida LLC


 Burton W. Wiand, Receiver for
 EquiAlt Fund II, LLC

BROKER'S ACKNOWLEDGEMENT

Tony Kelly of A Better Life Realty LLC (Seller's Agent) hereby acknowledge receipt of this Agreement and agrees to be joined to this Agreement to the extent their compensation structure is discussed. The Broker hereby agrees to the compensation structure set forth in paragraph 12 above. Any dispute concerning the compensation shall be resolved pursuant to paragraph 13(b) herein.



Seller's Agent

BUYER'S BROKER'S ACKNOWLEDGEMENT

Buyer's Agent as disclosed in Registration of Buyer with Receivership-Auctions.com hereby acknowledges receipt of this Agreement and agrees to be joined to this Agreement to the extent his compensation structure is discussed. The Buyer's Agent hereby agrees to the compensation structure set forth in paragraph 12 above. Any dispute concerning the compensation shall be resolved pursuant to paragraph 13(b) herein.

Buyer's Agent

EXHIBIT A TO SALE PROCEDURES AGREEMENT

LEGAL DESCRIPTION

TRADEWINDS CONDO BLDG 10, APT 120

EXHIBIT B TO SALE PROCEDURES AGREEMENT

RECEIVER'S DEED

THIS INDENTURE, made as of the ____ day of _____ 2021, by and between **Burton W. Wiand, Receiver for EquiAlt Fund II, LLC** (hereinafter referred to as the "Grantor"), having a mailing address of 114 Turner Street, Clearwater, Florida 33756, and _____ (hereinafter referred to as the "Grantee") having an address of _____.

WITNESSETH:

That Burton W. Wiand was appointed as Receiver for the Property, as hereinafter described, pursuant to that certain Order Appointing Receiver in *Securities and Exchange Commission v. Brian Davison, et al.*, United States District Court, Middle District of Florida, Tampa Division, Case No.: 8:20-cv-00325-T-35AEP. The sale having been duly approved by Order of The United States District Court, Middle District of Florida, entered _____, 20____ (hereinafter referred to as the "Order" and attached hereto as Exhibit 1 and incorporated herein by this reference).

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all of Grantor's right, title and interest in and to all that certain tract or parcel of land lying and being in Pinellas County, Florida, being more particularly described in Exhibit 2 attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever, in as full and ample a manner as the same was held by Grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this Receiver's Deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness signature

Burton W. Wiand, Receiver for
EquiAlt Fund II, LLC

Printed name

Witness signature

Printed name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20_____, by Burton W. Wiand, Receiver for EquiAlt Fund II, LLC.

Notary Public

Print Name: _____

My Commission Expires: _____

Personally Known _____ (OR) Produced Identification _____
Type of identification produced

EXHIBIT 1 TO RECEIVER'S DEED

COURT ORDER

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

SECURITIES AND EXCHANGE
COMMISSION,

CASE NO. 8:20-CV-325-T-35AEP

Plaintiff,

v.

BRIAN DAVISON,
BARRY M. RYBICKI,
EQUIALT LLC,
EQUIALT FUND, LLC
EQUIALT FUND II, LLC,
EQUIALT FUND III, LLC,
EA SIP, LLC,

Defendants,

and

128 E. DAVIS BLVD., LLC;
310 78TH AVE, LLC;
551 3D AVE S, LLC;
604 WEST AZEELE, LLC;
2101 W. CYPRESS, LLC;
2112 W. KENNEDY BLVD, LLC;
5123 E. BROADWAY AVE, LLC;
BLUE WATERS TI, LLC; BNAZ, LLC;
BR SUPPORT SERVICES, LLC;
BUNGALOWS TI, LLC;
CAPRI HAVEN, LLC; EA NY, LLC;
EQUIALT 519 3RD AVE S., LLC;
MCDONALD REVOCABLE LIVING TRUST;
SILVER SANDS TI, LLC;

TB OLDEST HOUSE EST. 1842, LLC.

Relief Defendants.

_____ /

ORDER

THIS CAUSE comes before the Court for consideration of the Receiver’s Motion to Approve Transfer of Title to the Property Located at 357 South McMullen Booth Road, Unit 120, Clearwater, Florida 33759 (the “Property”). At the request of the Securities and Exchange Commission (“SEC”), the Court appointed the Receiver on February 14, 2020 and directed him, in relevant part, to “[t]ake immediate possession of all property, assets and estates of every kind of the Corporate Defendants and Relief Defendants,” which includes “all real property of the Corporate Defendants and Relief Defendants, wherever situated, and to administer such assets as is required in order to comply with the directions contained in this Order.” (Dkt.11) and:

WHEREAS, this Court has previously approved the sale of the Property as part of an auction conducted by the Receiver (Dkt. ____, and the property was sold at auction to _____ and the Receiver has requested this Court for an order approving the transfer of title to _____ and has provided the Court with a signed Sale Procedures Agreement to complete the auction sale;

Accordingly, it is hereby **ORDERED AND ADJUDGED** that

1. The Receiver’s Motion (Dkt. ____) is **GRANTED**.
2. Transfer of title to the Property located at 357 South McMullen Booth Road, Unit 120, Clearwater, Florida 33759, better known as Pinellas County Property Appraiser’s

Parcel Id Number (PIN): 16-29-16-91660-010-1200 (the "Property") to _____ is APPROVED. The Property's legal description is as follows:

TRADEWINDS CONDO BLDG 10, APT 120

3. Said transfer shall be free of any and all liens and encumbrances.

DONE and ORDERED in Tampa, Florida, this ____ day of _____ 20____.

MARY S. SCRIVEN

UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record

EXHIBIT 2 TO RECEIVER'S DEED

LEGAL DESCRIPTION

TRADEWINDS CONDO BLDG 10, APT 120



1401 8th Avenue West
Bradenton, FL 34205

PHONE (941) 748 - 2216
FAX (941) 748 - 2218

OTHER OFFICES

Lakewood Ranch (941) 907 - 3999
Sarasota (941) 907 - 3999
New York (212) 220 - 6616

WWW.NAJMYTHOMPSON.COM

INCOMING WIRING INSTRUCTIONS SERVISFIRST BANK IOTA REAL ESTATE TRUST ACCOUNT

INCOMING WIRE ROUTING INSTRUCTIONS – Domestic USD

Receiving Bank SERVISFIRST BANK
 2500 WOODCREST PLACE
 BIRMINGHAM, AL 35209
ABA Routing No.: ABA #062006505
Account No.: *****4287 (Not Complete Number)

TO ENSURE YOU RECEIVE THE PROPER WIRING INSTRUCTIONS, YOU MUST CONTACT OUR OFFICE DIRECTLY TO OBTAIN THE FULL ACCOUNT NUMBER.

ServisFirst Account Name: NAJMY THOMPSON, P.L.
 6320 VENTURE DRIVE,
 SUITE 104 LAKEWOOD
 RANCH, FL 34202

Please Reference Buyer(s) Name or Property Address: _____

FRAUD WARNING

1. TO ENSURE YOUR WIRE REACHES US, YOU MUST INCLUDE ALL OF THE ABOVE INFORMATION IN THE OUTGOING WIRE INSTRUCTIONS.
2. THIS INFORMATION IS FOR WIRE PURPOSES ONLY. YOU ARE NOT AUTHORIZED TO USE THESE INSTRUCTIONS FOR DIRECT DEPOSIT/ACH/EFT INTO THIS ACCOUNT OR FOR ANY OTHER PURPOSE OR PROCEDURE.
3. WE ONLY ACCEPT WIRED FUNDS. WE DO NOT ACCEPT OFFICIAL, CASHIER'S OR PERSONAL CHECKS.
4. DUE TO RECENT INTERNET FRAUD AND EMAIL HACKING, WE ADVISE OUR CLIENTS TO CALL NAJMY THOMPSON, P.L. AT (941) 748-2216 TO VERIFY WIRE INSTRUCTIONS WITH YOUR CLOSER BEFORE INITIATING A WIRE TRANSFER. NAJMY THOMPSON, P.L. WILL NOT BE HELD LIABLE IF YOU BECOME A VICTIM OF THIS FRAUD.

Reference Details:

***** Please note, the sending financial institution will use a U.S. Intermediary bank *****

For accurate and timely processing of transactions, it is very important that remitters correctly identify the final beneficiary's name and account number. Beneficiary details must be complete with no abbreviations and match the title on the account.



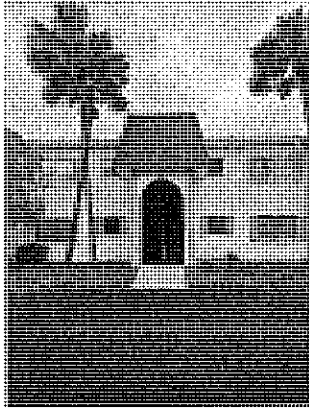
[Auctions](#) [Account](#) [Preferences](#) [Watchlist](#) [About](#)

Home / Auctions / EquiAlt Real Estate Auction / 357 McMullen Booth Road #120, Clearwater, Florida

Prev Lot

Back to Catalog

Next Lot



Lot Number: 10

357 McMullen Booth Road #120,
Clearwater, Florida

Completed

Current Bid: \$106,000.00
My Max Bid: \$106,000.00

Start Time: 8/23/2021 12:00:00 PM **End Time:** 9/2/2021 2:55:03 PM

Bid Count: 11

Bidding complete

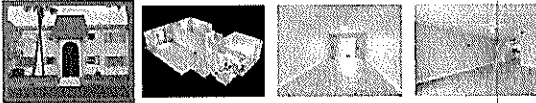
Winning User: bali (you)

Starting Bid: \$80,550.00

Bid Increment: \$1,000.00

Watching: 11

Reserve met



[Details](#) [Bid History](#) [Auction Info](#) [Terms](#) [Item Location](#) [Contacts](#)

Print Page   

Bidder	Amount	Time Placed
bali (you)	\$106,000.00 <input type="button" value="Top Bid"/>	9/2/2021 2:50:03 PM
p****8	\$105,000.00	9/2/2021 2:49:52 PM
bali (you)	\$104,000.00	9/2/2021 2:45:34 PM
p****8	\$103,000.00	9/2/2021 2:42:34 PM
N****s	\$102,000.00	9/2/2021 2:18:45 PM
bali (you)	\$101,000.00	9/2/2021 2:03:05 PM
N****s	\$100,000.00	9/2/2021 12:07:21 PM
bali (you)	\$83,500.00	9/2/2021 9:08:18 AM
N****s	\$82,500.00	9/1/2021 8:20:49 PM
bali (you)	\$81,550.00	9/1/2021 8:20:49 PM
N****s	\$80,550.00	8/31/2021 8:55:20 PM



QUICK LINKS

USER LINKS

OTHER INFORMATION

Wire Transfer Services

Outgoing Wire Transfer Request



Today's Date:			Wells Fargo Reference Number:		
09/03/2021			FW0066515246367678		
Banker Name:			Officer/Portfolio Number:		
DANIEL SULLIVAN			CH328		
Banker Phone:	Branch Number:	Banker AU:	Banker MAC:		
813/276-6165	11106	0066515	Z0315-010		

Outgoing wires can only be sent for Wells Fargo customers. Provide the Customer Copy to the customer ensuring you give them the Wire Transfer Agreement on pages 3 and 4. Note: Wells Fargo Wire Transfer Services will route wires based on correspondent banking relationships. See the Wire Transfer Information for explanations of the Mexican CLABE number, the SWIFT BIC, the International Routing Code ("IRC"), Indian Financial System Code (IFSC) and the International Bank Account Number ("IBAN").

Originator's Information

Originator Name:			Street Address:		
BASEM I ALI			1806 N FRANKLIN ST		
Primary ID Type:	Primary ID Description:		Address Line 2:		
DLIC	A400-069-61-004-0				
Primary ID St/Ctry/Prov:	Primary ID Issue Date:	Primary ID Expiration Date:	Address Line 3:		
FL	12/29/2016	01/04/2025			
Secondary ID Type:	Secondary ID Description:		City:	State:	
TOKN	Token ID		TAMPA	FL	
Secondary ID State/Country:	Secondary ID Issue Date:	Secondary ID Expiration Date:	ZIP/Postal Code:	Country:	
			33602-2234	US	
Account Name:			Home Phone:	Business Phone:	
GREEN ENTERPRISES OF FLORIDA LLC					

Wire Amount and Source of Funds

Create AU:	Amount (US Dollars):	Debit Wells Fargo Account:	Bank/COID:
0066515	\$11,130.00	4271569691	00182

Beneficiary/Recipient Information (This is the ultimate recipient of the wire transfer funds)

Beneficiary/Recipient Name:	Name/Address Line 1:
Burton W Wiand PA Special Trust Acc	
Beneficiary Account Number/IBAN (Foreign)/CLABE (Mexico):	Name/Address Line 2:
5001206555	
Purpose of Funds:	Name/Address Line 3:
Lot 10 357 McMullen Booth Rd	Birmingham, AL, US
Additional Instructions:	Beneficiary Phone Number:

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Beneficiary Bank (This is the financial institution where the beneficiary maintains their account.)

ABA/RTN 062006505	SWIFT/BIC:	Beneficiary Bank Name: SERVISFIRST BANK
Beneficiary Bank Address:	City: HOMEWOOD	State: AL
Additional Instructions:		

Wire Fees

Wells Fargo wire transfer fees will be charged to the Originator's Debit Account. Wells Fargo Wire Transfer Fees are disclosed in your most recent Fee and Information Schedule and related amendments and, if applicable, on the Wells Fargo Combined Disclosure for Outgoing Consumer International Wires. Additional fees from intermediary and beneficiary banks may be charged to international transactions. My signature here indicates agreement to all of the information on this Outgoing Wire Transfer Request and to the terms and conditions of this request. Wells Fargo is authorized to rely on the information on this Request in making the requested funds transfer.

Wells Fargo Wire Fee Amount:

Customer Signature

Originator Name
BASEM I ALI

Originator Signature



- Submit manually
- Signature not required

Date:
09/03/2021

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Agreement For Outgoing Wire Transfer Requests ("Wire Transfer Agreement")

Responsibility of Wells Fargo. The wire transfer described in the Outgoing Wire Transfer Request (Page 1) ("Order") may be sent by wire telegraph, telephone, cable or whatever other transmission method Wells Fargo considers to be reasonable. The wire transfer may be transmitted directly to the Beneficiary Bank (the financial institution designated in the Request as the Beneficiary Bank), or indirectly to the Beneficiary Bank through another bank, government agency, or other third party that Wells Fargo considers to be reasonable. Wells Fargo may utilize any funds transfer system or intermediary bank reasonably selected by Wells Fargo, even if its selection differs from instructions in the request.

Agent. Wells Fargo may use agents of its choice to perform any of its obligations.

Limitation of Liability. Wells Fargo will not be liable for any loss or damage due to the failure, delay, or error of: (1) the method of transmission selected by Wells Fargo, (2) a third party selected by Wells Fargo to receive the Order, or (3) the Beneficiary Bank. IN NO EVENT WILL WELLS FARGO BE LIABLE FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY IF THE ORDER IS EXECUTED BY WELLS FARGO IN GOOD FAITH AND IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. REGARDLESS OF THE FORM OR NATURE OF ANY CLAIM OR ACTION, IN NO EVENT WILL WELLS FARGO BE LIABLE FOR PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT WELLS FARGO SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Reliance on Information Provided. You acknowledge that you are responsible for providing Wells Fargo with all information required by the Beneficiary's bank, including the reason for payment, if required. Sending wires without the required information can cause the wire to be delayed, returned, or assessed additional fees. If a wire transfer request describes the person to receive the wire transfer ("Beneficiary") inconsistently by name and account number, the wire transfer may be made on the basis of the account number even if the account number identifies a person different from the Beneficiary. If a wire transfer request describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution.

International Wire Transfers. A Payment Order expressed in U.S. Dollars will be sent in U.S. Dollars. Company may request that prior to executing a Payment Order, Wells Fargo convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"). Wells Fargo makes money when it converts one currency to another currency for you. The exchange rate provided to you is set by Wells Fargo in its sole discretion, and it includes a markup over Wells Fargo's cost of sourcing the relevant currency or currencies. The markup may be based on several factors, including without limitation costs incurred, market risks, services rendered, the client relationship, the transaction and our desired return.

The exchange rate Wells Fargo provides to you may be different from exchange rates you see online, in publications, at other banks or other foreign exchange providers. Also, different customers may receive different exchange rates for transactions that are the same or similar. The exchange rate may depend on the type of transaction being conducted, the dollar amount, type of currency, the date and time of the exchange and/or the factors noted above. The foreign exchange market is dynamic, so exchange rates can change rapidly. If you delay executing a transaction, the exchange rate may change and could even be significantly different. Wells Fargo reserves the right to refuse to process any request for a foreign exchange transaction. Wells Fargo will not be liable for any failure or delay by any financial institution or other third party in the designated foreign country in executing or failing to execute any Payment Order Wells Fargo transmits to a foreign country.

Refund. If the Beneficiary Bank does not pay the Beneficiary specified on the Order, a refund will be made only after Wells Fargo has received confirmation of the effective cancellation of the Order and Wells Fargo is in free possession of the funds debited or earmarked in connection with the Order. If the transaction is in Foreign Currency, Wells Fargo will not be liable to you for a sum in excess of the value of the Order after it has been converted back to U.S. Dollars at the exchange rate applied by Wells Fargo at the time the cancellation of the Order is confirmed by Wells Fargo.

Failure to Transfer Proper Amount. If Wells Fargo is notified that it did not transfer the full amount stated in the Request, Wells Fargo's sole liability will be to promptly execute a second Payment Order in the amount of the stated deficiency. If Wells Fargo executes an instruction in excess of the amount stated in the Request, to the extent that the originator does not receive the benefit of the Order, Wells Fargo will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Request instructions.

Additionally, Wells Fargo will be liable for the amount of interest the originator has lost due to the transfer of the excess amount, computed at the then current Federal Funds rate. However, Wells Fargo's liability for loss of interest shall be limited to twenty (20) calendar day's interest. This section sets forth Wells Fargo's complete liability for the order issued under this agreement.

Finality of orders. The order will be final and will not be subject to stop payment or recall, except that Wells Fargo may, at the originator's request, make an effort to effect such stop payment or recall. In such case, Wells Fargo will incur no liability for its failure or inability to do so.

Fees. In addition to the outgoing wire transfer fee, additional fees may apply. Additional fees can include, but are not limited to: an additional fee for bank initiated transactions, amendment fees, statement fees, fees assessed by beneficiary and intermediary banks, etc. On international outgoing wires, if a SWIFT BIC, IRC, IBAN, or CLABE number is not provided the foreign banks may return the wire or assess a surcharge. Wells Fargo Wire Transfer Fees are disclosed in your most recent Fee and Information Schedule and related amendments.

Acts of God. Wells Fargo is excused for delays or failure to execute the Order to the extent that the delay or failure results from a cause beyond the reasonable control of Wells Fargo.

Wire Transfer Information

General Information: You can NOT have a bank as the final beneficiary, unless the wire is a payment to Wells Fargo (i.e.: mortgage, auto loan, etc.). We are required to know who the money is going to, to ensure the funds are not being used to support terrorist or drug activity. We need an account number for the beneficiary OR a complete physical address. No PO Boxes may be used when no account number is provided for the Beneficiary.

International Wires: Wires going to foreign countries require different numbers depending on the receiving foreign country. All wire transfer payments destined for Europe should include the SWIFT Bank Identifier Code (SWIFT BIC), International Routing Code (IRC) as applicable, and for participating countries the beneficiary's International Bank Account Number (IBAN). Mexican banks may require a CLABE number in addition to the SWIFT BIC.

1. **SWIFT Bank Identifier Code (SWIFT BIC).** The 8 or 11 character SWIFT BIC is a unique series of alpha numeric characters that help to identify a specific financial institution. The SWIFT BIC should be obtained from the beneficiary. To ensure timely delivery please be sure that International Outgoing wires include the SWIFT BIC where applicable.

2. **International Routing Code (IRC):** Some countries throughout the international banking community have created international routing codes, which are used in combination with the SWIFT BIC to aid in routing the payment through a main office to a branch. Each country has a specific name for their routing code (i.e., Sort Code in the United Kingdom, Canadian Payments Association Routing Numbers in Canada). Your beneficiary must provide the international routing code to facilitate receipt of an international payment. Sending a wire without the IRC number can delay the wire, or the receiving bank may return the wire when this number is not included in the payment instructions, and additional fees may be assessed.

3. **International Bank Account Number (IBAN):** The IBAN varies by country/institution. Warning! Only the bank servicing an account can provide the correct IBAN of that account and must be obtained from the beneficiary. Sending a wire to a participating country without the IBAN can delay the wire, or the receiving bank may return the wire when the IBAN is not included in the payment instructions, and additional fees may be assessed.

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Participating Countries that require an IBAN:

For participating IBAN countries and their requirements, please search for the "IBAN REGISTRY" at [swift.com](https://www.swift.com). Once located, search the Table of Contents for the appropriate country, and locate the country-specific requirements.

4. **Indian Financial System Code (IFSC):** Every Indian bank has a unique eleven (11) character alpha numeric code identifying the bank branch to receive the wire transfer. To ensure timely delivery, please be sure that international outgoing wires include the IFSC where applicable.
5. **Mexico CLABE Account Number:** Mexican banks may require an 18 digit CLABE account number be added to the Beneficiary instructions to ensure payment. The CLABE number may be required on Mexican Peso (MXN) and USD payments sent to Mexico. The CLABE account number must be obtained from the beneficiary. Wells Fargo does not provide or calculate the CLABE. Sending a wire without a CLABE account number can delay the wire, or the receiving bank may return the wire if the CLABE is not included in the payment instructions, and additional fees may be assessed.
6. **Wells Fargo recommends** that if you do not have a SWIFT BIC, IBAN, IRC, IFSC or Mexican CLABE number, that you contact the beneficiary of the wire. If the beneficiary does not have the needed information, please have the beneficiary contact their bank to obtain the appropriate information. Sending International wires without the required information can cause the wire to be delayed, returned, or assessed additional fees. For International outgoing wires only: When sending in foreign currency, please ensure the beneficiary's account accepts the designated foreign currency.

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