

**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.

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**RECEIVER’S UNOPPOSED MOTION TO APPROVE TRANSFER OF  
TITLE TO THE PROPERTY LOCATED AT 8625 FANCY FINCH  
DRIVE, UNIT 203, TAMPA, FLORIDA 33614**

Burton W. Wiand, as Receiver (the “**Receiver**”) over the assets of the Corporate Defendants and Relief Defendants<sup>1</sup> 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, 8625 Fancy Finch Drive, Unit 203, Tampa, Florida 33614 (the “**Property**”), has been sold to Ricardo Rodea for \$117,600.00 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 insurance to the Buyer.<sup>2</sup>

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<sup>1</sup> 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.

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

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:

THE GRAND RESERVE CONDOMINIUMS AT TAMPA UNIT 4223 AND AN UNDIV INT IN COMMON ELEMENTS, SEC-TWP-RGE 21-28-18

### **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](mailto:jperez@guerraking.com)

R. Max McKinley, FBN 119556

[mmckinley@guerraking.com](mailto:mmckinley@guerraking.com)

**GUERRA KING P.A.**

5505 West Gray Street

Tampa, FL 33609

Tel: (813) 347-5100

Fax: (813) 347-5198

and

Katherine C. Donlon, FBN 0066941

[kdonlon@jclaw.com](mailto: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 **Ricardo Rodea** (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 8625 Fancy Finch Drive, Unit 203, Tampa, Florida 33614 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 8625 Fancy Finch Drive, Unit 203, Tampa, Florida 33614, better known as Hillsborough County Property Appraiser’s Parcel Id Number (PIN): U-21-28-18-893-000000-04223.0 (Folio: 024202-9802) (“**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 Seventeen Thousand Six Hundred Dollars (\$117,600). 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\_(\$117,600) 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. 24.

Once this document has been signed and returned to Seller, Buyer will need to contact Jeffrey Rizzo @ [jrizzo@guerraking.com](mailto: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 Seller's 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 Tony Kelly 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](mailto:burt@burtonwwiandpa.com) or via Seller's Agent at the email address [tony@abetterliferealty.com](mailto:tony@abetterliferealty.com) and to Buyer at the email address [ricrodea@gmail.com](mailto:ricrodea@gmail.com) or via Buyer's Agent at the email address Yorgo Mullenax.
- (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



Ricardo Rodea Jr.

SELLER



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

dotloop verified  
09/08/21 12:24 PM EDT  
ZM2S-OFBN-4GXA-A0GW



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.

**EXHIBIT A TO SALE PROCEDURES AGREEMENT**

**LEGAL DESCRIPTION**

**THE GRAND RESERVE CONDOMINIUMS AT TAMPA UNIT 4223 AND AN UNDIV  
INT IN COMMON ELEMENTS, SEC-TWP-RGE 21-28-18**

**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 Hillsborough 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 8625 Fancy Finch Drive, Unit 203, Tampa, Florida 33614 (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 8625 Fancy Finch Drive, Unit 203, Tampa, Florida 33614, better known as Hillsborough County Property Appraiser’s Parcel Id

Number (PIN): U-21-28-18-893-000000-04223.0 (Folio: 024202-9802) (the  
“Property”) to \_\_\_\_\_ is **APPROVED**. The Property’s legal description is as  
follows:

**THE GRAND RESERVE CONDOMINIUMS AT TAMPA UNIT 4223 AND  
AN UNDIV INT IN COMMON ELEMENTS, SEC-TWP-RGE 21-28-18**

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**

**THE GRAND RESERVE CONDOMINIUMS AT TAMPA UNIT 4223 AND AN  
UNDIV INT IN COMMON ELEMENTS, SEC-TWP-RGE 21-28-18**

## Financing Addendum

**WHEREAS**, the Buyer designated in the attached Sale Procedures Agreement desires to finance all or part of the Purchase Price specified in the agreement and has concurrently with signing the Agreement wired 10% of the purchase price to the Special Trust Account of Burton W. Wiand, PA; and

**WHEREAS**, the Seller agrees to allow the Buyer 30 days to acquire a commitment for financing of this purchase under and only under the commissions specified below.

1. Buyer must acquire a financing commitment withing 30 days of the date of the completion of the auction.
2. Buyer must proceed to close the transaction as promptly as possible upon receiving a financing commitment.
3. Buyer acknowledges by signing this document that this Financing Addendum does not provide a financing contingency to the Sale Procedures Agreement or Buyer's obligations to complete the purchase as a result of being the winning bidder in the auction; and
4. Buyer further acknowledges that regardless of whether or not a financing commitment can be acquired, Buyer is bound to complete the transaction and should Buyer fail to acquire financing or otherwise fail to complete the transaction specified in the agreement all funds paid in connection with the transaction shall remain the property of the Seller.

**NOW THEREFORE**, in consideration of the foregoing promises and agreements the Seller agrees to allow Buyer 30 days to secure a financing commitment and further that in the absence of the Buyer securing a financing commitment or closing the transaction within the 30 day time period all deposits and funds paid by Buyer shall become the property of the Seller.

BUYER

  
\_\_\_\_\_ 9/6/21

SELLER

\_\_\_\_\_  
Burton W. Wiand, Receiver