

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

SECURITIES AND EXCHANGE
COMMISSION,
Plaintiff,

v.

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

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 VERIFIED UNOPPOSED MOTION TO APPROVE
PRIVATE SALE OF REAL PROPERTY —
128 BISCAYNE AVENUE, TAMPA, FLORIDA AND
305 BOSPHOROUS AVENUE, TAMPA, FLORIDA**

Burton W. Wiand, as Receiver over the assets of the above-captioned Corporate Defendants and Relief Defendants,¹ moves the Court to approve the sale of two adjacent parcels of real property: 128 Biscayne Avenue, Tampa, Florida 33606 (the “**Improved Property**”); and the adjacent vacant lot at 305 Bosphorous Avenue, Tampa, Florida 33606 (the “**Vacant Property**”, collectively, the “**Properties**”). As discussed in greater detail below, the Properties were previously combined into one contiguous parcel. However, the Receiver has determined that it is in the best interest of the Receivership to separate the Properties and sell them individually. Doing so is commercially reasonable and will result in a fair and equitable recovery for the Receivership Estate. The buyer of the Improved Property is Stephen and Shirlene Hammond or a newly formed LLC, and the purchase price is \$2,000,000. A copy of the Purchase and Sale Agreement is attached as **Exhibit 1**. The buyer for the Vacant Property is Stress Free Construction, LLC or a newly formed LLC, and the purchase price is \$1,402,800. A copy of the Purchase and Sale Agreement is attached as **Exhibit 2**. The buyers are hereinafter referred to as the “**Buyer**” or the “**Buyers**”.

¹ The (“**Receiver**” and the “**Receivership**” or “**Receivership Estate**”) has been expanded to include not only the Corporate and Relief Defendants but also the following entities: EquiAlt Qualified Opportunity Zone Fund, LP; EquiAlt QOZ Fund GP, LLC; EquiAlt Secured Income Portfolio REIT, Inc.; EquiAlt Holdings LLC; EquiAlt Property Management LLC; and EquiAlt Capital Advisors, LLC. *See* Doc. 184, at 6–7. *See also*, Doc. 284.

BACKGROUND

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.” Doc. 6 (the “Order”) at 73, ¶ 1. The Court also ordered that “[t]itle to all property, real or personal, all contracts, rights of action and all books and records of the Corporate Defendants and Relief Defendants and their principals wherever located within or without this state, is vested by operation of law in the Receiver.” Doc. 6 at 77, ¶ 17.

The Order also directs the Receiver to “[m]ake or authorize such payments and disbursements from the funds and assets taken into control, or thereafter received by the Receiver, and incur, or authorize the incurrence of, such expenses and make, or authorize the making of, such agreements as may be reasonable, necessary, and advisable in discharging the Receiver’s duties.” Doc. 6 at 75, ¶ 8. The Property is currently vacant and not generating any revenue while also incurring carrying costs such as insurance, utilities, and taxes.

The Procedures Applicable to Sales of Real Property

The procedures applicable to private sales of receivership real estate are set forth in 28 U.S.C. § 2001(b) (“**Section 2001(b)**”) ²:

After a hearing, of which notice to all interested parties shall be given by publication or otherwise as the court directs, the court may order the sale of such realty or interest or any part thereof at private sale for cash or other consideration and upon such terms and conditions as the court approves, if it finds that the best interests of the estate will be conserved thereby. Before confirmation of any private sale, the court shall appoint three disinterested persons to appraise such property or different groups of three appraisers each to appraise properties of different classes or situated in different localities. No private sale shall be confirmed at a price less than two-thirds of the appraised value. Before confirmation of any private sale, the terms thereof shall be published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation. The private sale shall not be confirmed if a bona fide offer is made, under conditions prescribed by the court, which guarantees at least a 10 per centum increase over the price offered in the private sale.

28 U.S.C. § 2001(b).

The Receiver can move the Court to waive strict compliance with these procedures, but as explained below, the Receiver has substantially and materially complied with the statute.

² Section 2001(b) governs here because this is a private sale of real property and because 28 U.S.C. §§ 2001(a) and 2004 deal with public auctions and personal property, respectively.

**The Properties, the Receiver's Marketing Efforts,
and the Proposed Sales**

In February and March of 2013, Davison used \$399,517.66 from Fund I to purchase the Improved Property and, thereafter, used \$1,219,391.92 from EquiAlt LLC and Fund I to renovate the house. During the course of these renovations, in September of 2017, Davison bought the adjoining lot (the Vacant Property) for \$913,412.51. This purchase was also made with investor funds by way of Relief Defendant McDonald Revocable Trust. The Improved Property was initially purchased and titled in Fund I; later, it was moved to a single purpose LLC — 128 Biscayne, LLC. The Vacant Property was initially titled in the name of Relief Defendant BNAZ, LLC. Davison caused the Properties to be combined into a single, contiguous parcel titled in the names of Brian Davison and his wife, Nicole Davison.. The previously combined parcel included a new single-family residence owned by Brian Davison and his wife, Nicole Davison (the Improved Property), as well as a spacious backyard (the Vacant Property).

The Properties are currently owned by the Receiver, who took title pursuant to a settlement agreement between the SEC and Brian Davison. *See* Doc. 355-1 at 7. The Receiver and his professionals have evaluated the Properties, and the Receiver has determined that re-dividing and selling them separately is commercially reasonable and will ensure an equitable recovery

for creditors. Indeed, as demonstrated below, this approach will result in a greater recovery than selling the Properties as a single, combined parcel.

In compliance with Section 2001(b), the Receiver obtained valuations from three disinterested sources (collectively, the “**Valuations**”), which are attached as **Exhibits 3-7**.³ Exhibit 3 values the Properties if sold as a single, combined parcel. *See* Ex. 3 at 2 (“Lot Size 26,998 SqFt.”).⁴ Exhibits 4 and 5 evaluate the sale of only the Improved Property. *See* Ex. 4 at 2 (“Lot Size 0.24 [acres]”); Ex. 5 at 1 (“Site .24 acre”). Exhibits 6 and 7 include only the Vacant Property. *See* Ex. 6 at 1 (“Site .39 acre”); Ex. 7 at 1 (“Site size 0.39 acres”). According to the Valuations, if the Properties were sold as a combined parcel, a reasonable fair market value would be approximately \$2.6 million. *See* Ex. 3 at 6. If the Properties were sold separately (as contemplated in this motion), the Valuations indicate that a reasonable sale price would total between \$3.12 million and \$3.6 million.⁵ The transactions described in this motion result in a total sale price that exceeds the estimate for selling the Properties as a single

³ Due to the circumstances of these transactions, the Receiver obtained a total of four Valuations, from three sources. The Valuations in Exhibits five and six were both performed by the same person.

⁴ For reference compared to the subsequent Exhibits, 26,998 square feet. is approximately .62 acres.

⁵ The Valuations estimate that a fair market value for the Improved Property is between \$2,000,000 and \$2,150,000, and between \$1,120,000 and \$1,450,000 for the Vacant Property. *See* Exs. 3–7.

parcel. These sales would result in a total gross recovery of \$3.4 million for the Receivership Estate, which is on the high end of the estimates for selling the Properties individually. In compliance with Section 2001(b), the sale price of \$3.4 million is substantially greater than two-thirds of the average of the Valuations by any reasonable method of calculation. Thus, the transactions are fair and reasonable.

The Properties are free of any significant liens or encumbrances, such as a mortgage. Should any administrative liens be discovered during a title search, they will be resolved routinely at closing. In preparation for sale, the Receiver has already re-divided the Properties.

Section 2001(b) Publication

To satisfy the publication requirement of Section 2001(b), the Receiver will publish the terms of the sales for one day in the Tampa Bay Times, which is regularly issued and of general circulation in the district where the Properties are located. A copy of the notice is attached as **Exhibit 8**. The Receiver will also publish this motion and the notice on his website – www.equialtreceivership.com. After the 10-day period for the submission of “bona fide offers” expires, the Receiver will inform the Court whether any potential purchaser submitted a “bona fide offer” as contemplated by Section 2001(b). In the absence of such an offer, the Receiver submits that approval of the proposed sale pursuant to the Order and Section 2001(b) is commercially

reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate. Should a “bona fide offer” be received, the Receiver will so advise the Court and recommend appropriate steps in response thereto.

ARGUMENT

The Court’s power to supervise an equity receivership and to determine the appropriate actions to be taken in the administration of the receivership is extremely broad. *S.E.C. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court’s wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566; *S.E.C. v. Safety Finance Service, Inc.*, 674 F.2d 368, 372 (5th Cir. 1982). A court imposing a receivership assumes custody and control of all assets and property of the receivership, and it has broad equitable authority to issue all orders necessary for the proper administration of the receivership estate. *See S.E.C. v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002); *S.E.C. v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980). The court may enter such orders as may be appropriate and necessary for a receiver to fulfill his duty to preserve and maintain the property and funds within the receivership estate. *See, e.g., Official Comm. Of Unsecured Creditors of Worldcom, Inc. v. S.E.C.*, 467 F.3d 73, 81 (2d Cir. 2006). Any action taken by a district court in the exercise of its discretion is subject to great deference by appellate courts.

See United States v. Branch Coal, 390 F.2d 7, 10 (3d Cir. 1969). Such discretion is especially important considering that one of the ultimate purposes of a receiver's appointment is to provide a method of gathering, preserving, and ultimately liquidating assets to return funds to creditors. *See S.E.C. v. Safety Fin. Serv., Inc.*, 674 F.2d 368, 372 (5th Cir. 1982) (court overseeing equity receivership enjoys "wide discretionary power" related to its "concern for orderly administration") (citations omitted).

Given these principles, the Court should approve the proposed sales for at least five reasons. First, the Receiver is complying with Section 2001(b). Specifically, he obtained the Valuations, and the total sale price is on the high end of the estimates disclosed in those valuations. *See* Exs. 3–7. Section 2001(b) provides that "[n]o private sale shall be confirmed at a price less than two-thirds of the appraised value" — here, \$2,081,542 based on the average of the Valuations. The \$3,402,800 total sale price for the Properties is well above that amount. Selling the Properties involved evaluating their value as a single parcel compared to their value as divided parcels. As such, Exhibit 3 values the Properties if sold as a single, combined parcel. Exhibits 4 and 5 evaluate the sale of only the Improved Property. Exhibits 6 and 7 include only the Vacant Property. Exhibit 3 counts as a valuation for both the Improved Property and the Vacant Property as it estimates the value of both Properties.

The Receiver has arranged for a notice of the proposed sales and their terms to be published in the Tampa Bay Times. *See* Ex. 8. After the expiration of the 10-day statutory window, the Receiver will advise the Court whether any individual or entity submitted a “bona fide offer” — i.e., an offer 10% higher than the current sale prices. If no one objects to this motion or submits a “bona fide offer,” to conserve resources, the Receiver asks that the Court grant the motion without a hearing.

Second, as noted above, the sale price represents a gross recovery of \$3.4 million for the benefit of the Receivership Estate, and ultimately its creditors, including the victim investors. Third, the Receiver’s independent evaluation of the transactions demonstrate that they are commercially reasonable. The Receiver is not aware of any significant association between the Receivership entities and the Buyers.⁶ As such, these are arm’s-length transactions. Fourth, the existence of ready-and-willing buyers will ensure an efficient and cost-effective recovery for the Receivership Estate, and in the Receiver’s opinion, the sale price is at or near the maximum price that can be anticipated for the sale of the Properties. Fifth, selling the Properties will eliminate the Receiver’s

⁶ The Buyer of the Vacant Property is a construction company that had performed contracting work for the Receivership Entities before the Receiver was appointed. The Receiver has chosen to retain the company to complete some projects. The sale described in this motion is not related to any other construction project or Receivership activity, either before or after the Receiver was appointed.

need to pay for additional upkeep and carrying costs, including taxes, insurance, utilities, and repairs. If required to hold the Properties, the Receivership would incur approximately \$50,000 per year⁷ maintaining and safeguarding the Properties. By selling the Properties, the Receiver will avoid those costs.

CONCLUSION

For the reasons discussed above, the transactions are commercially reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate. As such, the Receiver requests an order (1) approving the transactions and the Contracts and (2) ordering that the Receiver may transfer title to each Property by Receiver's Deed to the respective Buyers, free and clear of all claims, liens, and encumbrances.

Communications with underwriters and title counsel have indicated that including the legal description in the Court's order could promote quicker closings and avoid potential questions about the chain of title in an abundance of caution. As such, if the Court grants this motion, the Receiver asks the Court

⁷ This cost includes estimates for utilities, insurance, and taxes but does not include additional necessary expenses such as maintenance and upkeep. The estimate is also based on the Properties as a single, combined parcel. The Properties were occupied by Brian Davison and his family until recently. The Properties are currently vacant, and are not generating any revenue for the Receivership.

include the legal description for the Properties in the order granting this motion. The legal description of the Improved Property is as follows:

Legal Description:
Lots 21 and the Southwesterly one-half of Lot 20, Block 28, DAVIS ISLANDS, BISCAYNE SECTION, according to the map or plat thereof as recorded in Plat Book 17, Page 9, Public Records of Hillsborough County, Florida, said Southwesterly one-half of Lot 20 being all the part of said Lot lying Westerly of a line joining the mid points of the front and rear boundaries of said Lot 20

The legal description of the Vacant Property is as follows:

Lots 1, 2, Block 28, DAVIS ISLANDS, BISCAYNE SECTION, according to the map or plat thereof as recorded in Plat Book 17, Page 9, Public Records of Hillsborough County, Florida

LOCAL RULE 3.01(G) CERTIFICATION

Counsel for the Receiver has conferred with counsel for the SEC and Barry Rybicki and neither objects to the relief sought in this motion.

Respectfully submitted,

s/R. Max McKinley

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R. Max McKinley, FBN 119556

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Attorneys for the Receiver, Burton W. Wiand

VERIFICATION OF THE RECEIVER

I, Burton W. Wiand, Court-Appointed Receiver in the above-styled matter, hereby certify that the information contained in this motion is true and correct to the best of my knowledge and belief.

s/ Burton W. Wiand

Burton W. Wiand, Court-Appointed Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 11, 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

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter "Agreement"), is entered into this the 22nd day of September 2021, by and between Stephen and Shirlene Hammond or a newly formed LLC(hereinafter, the "Buyers") and Burton W. Wiand, Receiver (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 in connection with the proceedings in the Action (the "Receivership Orders"); The Receiver's powers, authorities, rights and privileges, which are outlined in the Receivership Orders, include him taking custody, control and possession of all Receivership Property, including the real property located 128 Biscayne Ave, Tampa, FL and he is authorized sell Receivership Property with approval of the United States District Court for the Middle District of Florida; and

WHEREAS, Burton W Wiand, Receiver is a legal entity under the control of the Receiver pursuant to the Receivership Orders and it is the owner of the Properties located at 128 Biscayne Ave, Tampa, FL better known as Hillsborough County Property Appraiser's Parcel Id Number: A-25-29-18-509-000028-00021.0 (Folio: 195277-0000); These Parcel ID Numbers and Folio number is subject to change once the vacant lots are separated from the primary address and

WHEREAS, pursuant to the Receivership Orders, the Seller has been granted full power and authority to market and enter into an agreement to sell the Property;

WHEREAS, subject to approval by the Court, compliance with the publication requirements of 28 U.S.C. § 2001(b), and the non-receipt of a Bona Fide Offer (defined below), Seller desires to sell and Buyers desire to purchase the Property pursuant to the terms and conditions set forth herein, and,

WHEREAS, the Buyers desire to purchase the Property and Seller desires to sell the Property, all on the terms and conditions hereinafter set forth.

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 agrees to sell and convey, and Buyer agrees to purchase and pay for, all pursuant to the terms and conditions hereinafter set forth, 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 Two Million Dollars (\$2,000,000).

This Agreement is contingent upon (1) compliance with the publication procedures required by 28 U.S.C. § 2001(b), and (2) the non-receipt by Seller of a bona fide offer, under conditions prescribed by the Court, as described in 28 U.S.C. § 2001(b) (a "Bona Fide Offer"). Buyers understand and acknowledges that 28 U.S.C. § 2001(b) prohibits the Court's approval and confirmation of the transaction contemplated by this Agreement if Seller receives a Bona Fide Offer. As such upon receipt of a Bona Fide Offer, Seller shall provide the Buyer with 10 days notice of such offer prior to filing a motion with the Court to approve any transaction. Buyer shall have the opportunity to make a competitive offer and the Seller agrees to recommend the acceptance of Buyers equal or better offer to the Court absent any material deficiencies in Buyers offer. Should the Seller or the Court determine that a Bona Fide Offer is superior to any final offer of the Buyer Seller may terminate this agreement and the buyers exclusive remedy for such termination is limited to the return of its Earnest Money Deposit, as defined and set forth below. If the Seller does not receive a Bona Fide Offer after compliance with the publication procedures required by 28 U.S.C. § 2001(b), this Agreement is further contingent upon Seller obtaining an Order in substantially the form as Exhibit "B" attached hereto (the "Order") approving: (1) the sale of the Property described in Exhibit "A" to Buyers free and clear of all liens, claims, encumbrances, and restrictions as provided for in the order of the United States District Court approving this transaction and (2) Buyer's quiet enjoyment of all assets assigned to and assumed by Buyers (collectively, the "Contingencies").

In the event that Seller receives a Bona Fide Offer or the Court does not approve of the sale of the Property, i.e., if the Contingencies are not satisfied on or before the Closing Date, Buyers acknowledge and agree that its sole and exclusive remedy is to seek return of the Earnest Money Deposit, as defined below, from Seller. This Agreement, when duly executed by the Parties, constitutes the express waiver in writing of any other remedy, whether legal or equitable, that may be available to the Buyers.

3. Escrow Agent and Earnest Money Deposits: Najmy Thompson, P.L 1401 8th Ave W, Bradenton, FL 34205 shall serve as the Escrow Agent. Within three (3) business days after full execution of this Agreement by the Parties the Buyers shall deposit the sum of Twenty Five Thousand Dollars (\$25,000) in readily available funds as an earnest money deposit ("Earnest Money Deposit") into the IOTA trust account of Najmy Thompson, P.L. Subsequent to the expiration or waiver of the Inspection Period outlined in this Agreement, the Earnest Money Deposit shall only be refundable if the United States District Court refuses to approve the motion for sale or if the United States District Court approves the sale of the Property to a competing bidder.

Upon the satisfaction of the contingencies relating to an appraisal, financing and inspection, pending approval by the Court of this transaction the Buyers may not cancel the transaction and any attempt thereto shall cause the deposit made pursuant to this contract to immediately become the property of the Receiver.

The Earnest Money Deposit shall be credited at Closing towards the Purchase Price to be paid to Seller by Buyers for the Property under the terms of this Agreement. The terms of this Agreement shall serve as the escrow instructions for this transaction.

4. Conditions of Escrow: Seller shall, on or before the date of Closing, make reasonable efforts to obtain approval from The United States District Court, Middle District of Florida to sell the Property pursuant to the terms of this Agreement. After the satisfaction of the contingencies in this Agreement if the Buyers withdraw from this Agreement prior to the approval of the sale, or if the Court approves the sale of the Property pursuant to the terms of this Agreement and the Buyers fail to perform under this Agreement except as to any rights the Buyers may have under paragraphs 5, 8, 9 or 10, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyer's failure to perform. In the event that the Court fails to approve this Agreement or the Buyer terminates the Agreement solely as provided for in paragraphs 5, 8, 9 or 10, this Agreement shall be null and void and of no further force and effect and neither Seller nor the Buyers shall have any further obligations hereunder to the other and the Earnest Money Deposit shall be delivered immediately to Buyers. Should Seller fail to perform any obligation under this Agreement for any other reason, the Buyers' 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. Buyer shall supply Seller with proof of purchasing funds within three (3) business days after full execution of this Agreement by the Parties.

6. Closing and Closing Agent: Unless extended by mutual agreement of the Parties, Closing shall take place within thirty (30) days after The United States District Court, Middle District of Florida's approval of the sale, with Buyers to provide written notice specifying the

actual closing date at least three (3) business days before such closing date. All funds and documents required to be deposited hereunder shall be deposited into escrow prior to Closing. The term "Closing" as used herein shall mean the date all contingencies provided in this Agreement shall be satisfied or waived by written instrument 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 Buyers together with all documents required to be deposited by Buyers 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:** Buyers, at Buyers' cost and expense, may obtain evidence of title, a title abstract, title insurance and/or a survey of the Property. At Closing, Buyers 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) Buyers' 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, Buyers 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:** Buyers acknowledge and agree 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.

With prior notice to and approval from Seller, Seller does hereby grant to Buyers and their authorized agents the right, at Buyers' sole risk, cost and expense, for a period of Zero days (0) (the "**Due Diligence Period**") to enter the Property to inspect, examine, and survey the Property and otherwise do that which, in the opinion of Buyers, is reasonably necessary to determine the boundaries and acreage of the Property, the suitability of the Property for the uses intended by Buyers, and to determine the physical condition of the Property. Buyers agree to indemnify and hold Seller harmless from and against any and all liabilities, claims, losses or damages arising directly or indirectly from negligence in conducting Buyer's inspection and examination of the Property (but not from any effect upon value or marketability of the Property), and this indemnity and hold harmless provision shall survive Closing or the termination of this Agreement. Buyers shall promptly deliver to Seller copies of the results of all of Buyers' inspections, appraisals and/or examinations. If, at the conclusion of the Inspection Period, Buyers should notify Seller in writing that Buyers, for whatever reason, desires not to proceed with this purchase, this Agreement shall be deemed null and void, escrow shall be canceled, and the full Earnest Money Deposit with no deductions shall be returned to Buyers without any interference or further instruction or authorization from Seller.

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, Buyers may declare this Agreement null and void or Buyers may complete the purchase and receive the proceeds from any insurance otherwise payable to or for the benefit of Seller with respect to such destruction, together with a credit against the purchase price for any "deductible" under such insurance. If Buyers declare this Agreement null and void due to damage or destruction as described in this Paragraph 10, the Earnest Money Deposit shall be delivered immediately to Buyers.

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.

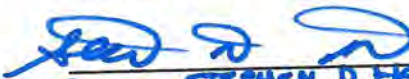
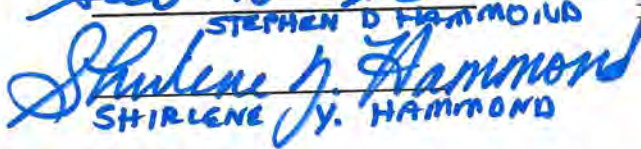
12. Real Estate Brokers: Seller and Buyer represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction, except for ___ Tony Kelly of A Better Life Realty LLC ___ ("**Seller's Agent**") and N/A ("**Buyers' Agent**"). At Closing, Seller agrees to a One Percent (1.0%) commission Seller's Agent pursuant to a separate written agreement by and between Seller and Seller's Agent. Seller agrees to a zero Percent (0%) commission to Buyer's Agent. In no event shall the total sales commission owed by the Seller exceed one Percent (1.0%) of the Purchase Price.

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 offer is open for acceptance by delivery of a fully executed original hereof, up to and including 5:00 p.m. EST on September 30th, 2021, and shall thereafter be withdrawn without notice. 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@burton-wwiandpa.com or via Seller's Agent at the email address tony@abetter-liferealty.com and to Buyers at the email address wayne@Brandon-ford.com, shirlene@allfl.net or via Buyers' Agent -N/A.

- (h) This Purchase Agreement and Price is for the house on the North end of 128 Biscayne that will be separated from the 2 vacant lots prior to closing. A new address, folio, Parcel ID may be issued by Hillsborough County and then if needed the final agreement or HUD will be adjusted to match the new address and legal given by the county. The legal description in the Deed or this contract is subject to change when lot is split and new survey is performed.
- (i) 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.

BUYERS



STEPHEN D. HAMMOND

SHIRLENE J. HAMMOND

SELLER


Burton W. Wiand, Receiver

BROKER'S ACKNOWLEDGEMENT

Tony Kelly of A Better Life Realty LLC (Seller's Agent) hereby acknowledge receipt of this Agreement and agree 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

BUYERS' BROKER'S ACKNOWLEDGEMENT

N/A(Buyers' Agent) hereby acknowledge receipt of this Agreement and agree 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.

Buyers' Agent

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTIONS (subject to change)

Hillsborough County Parcel ID:
A-25-29-18-509-000028-00021.0

Hillsborough County Folio #:
195277-0000

Legal Description:
Lots 21 and the Southwesterly one-half of Lot 20, Block 28, DAVIS ISLANDS, BISCAYNE SECTION, according to the map or plat thereof as recorded in Plat Book 17, Page 9, Public Records of Hillsborough County, Florida, said Southwesterly one-half of Lot 20 being all the part of said Lot lying Westerly of a line joining the mid points of the front and rear boundaries of said Lot 20

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

Printed name

Witness signature

Printed name

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of ____, 2020,
by Burton W. Wiand, Receiver.

Notary Public

Print Name: _____

My Commission Expires: _____

Personally Known _____ (OR) Produced Identification _____

Type of identification produced _____

EXHIBIT 1 TO RECEIVER'S DEED

COURT ORDER

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA (TAMPA)**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Case No. 8:20-cv-325-T-35AEP

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;
ILVER SANDS TI, LLC;
TB OLDEST HOUSE EST. 1842, LLC.

Relief Defendants.

ORDER

Before the Court is the Receiver's Unopposed Verified Motion for Approval of Private Sale of Real Property Located in _____ County, Florida – Specifically, _____, better known as _____ County Property Appraiser's Parcel Folio Number: _____; (the "Motion") (Dkt. ____). Upon due consideration of the Receiver's powers as set forth in the Order Granting Emergency Ex Parte Motion for Temporary Restraining Order, Asset Freeze, and Other Injunctive Relief entered February 14, 2020 (Doc 10) and in the Order Granting Plaintiff's Emergency Ex Parte Motion for Appointment of Receiver and Memorandum of Law entered February 14, 2020, and applicable law, it is **ORDERED AND ADJUDGED** that the Motion is **GRANTED**.

The sale of the real property located at _____, better known as _____ County Property Appraiser's Parcel Folio Number: _____; pursuant to the Purchase and Sale Agreement attached as Exhibit ____ to the Motion, is hereby **APPROVED**. The Court finds the sale commercially reasonable, fair and equitable, and in the best interests of the Receivership Estate.

The Receiver is hereby directed to transfer free and clear of all claims, liens, and encum-

brances to _____ by way of a Receiver's Deed, pursuant to Purchase and Sale Agreement, title to the real property located in _____ County, Florida.

DONE and **ORDERED** in chambers in Tampa, Florida this ____ day of _____ 2020.

MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record

EXHIBIT A TO RECEIVER DEED

LEGAL DESCRIPTIONS (subject to change)

**Hillsborough County Parcel ID:
A-25-29-18-509-000028-00021.0**

**Hillsborough County Folio #:
195277-0000**

Legal Description:

Lots 21 and the Southwesterly one-half of Lot 20, Block 28, DAVIS ISLANDS, BISCAYNE SECTION, according to the map or plat thereof as recorded in Plat Book 17, Page 9, Public Records of Hillsborough County, Florida, said Southwesterly one-half of Lot 20 being all the part of said Lot lying Westerly of a line joining the mid points of the front and rear boundaries of said Lot 20

EXHIBIT 2

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter “Agreement”), is entered into this the 21st day of September 2021, by and between Stress Free Construction LLC or a newly formed LLC(hereinafter, the “Buyers”) and Burton W. Wiand, Receiver (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 in connection with the proceedings in the Action (the “Receivership Orders”); The Receiver’s powers, authorities, rights and privileges, which are outlined in the Receivership Orders, include him taking custody, control and possession of all Receivership Property, including the real property located 128 Biscayne Ave, Tampa, FL and he is authorized sell Receivership Property with approval of the United States District Court for the Middle District of Florida; and

WHEREAS, Burton W Wiand, Receiver is a legal entity under the control of the Receiver pursuant to the Receivership Orders and it is the owner of the Properties located at 128 Biscayne Ave, Tampa, FL better known as Hillsborough County Property Appraiser’s Parcel Id Number: A-25-29-18-509-000028-00021.0 (Folio: 195277-0000); These Parcel ID Numbers and Folio number is subject to change once the vacant lots are separated from the primary address and

WHEREAS, pursuant to the Receivership Orders, the Seller has been granted full power and authority to market and enter into an agreement to sell the Property;

WHEREAS, subject to approval by the Court, compliance with the publication requirements of 28 U.S.C. § 2001(b), and the non-receipt of a Bona Fide Offer (defined below), Seller desires to sell and Buyers desire to purchase the Property pursuant to the terms and conditions set forth herein, and,

WHEREAS, the Buyers desire to purchase the Property and Seller desires to sell the Property, all on the terms and conditions hereinafter set forth.

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 agrees to sell and convey, and Buyer agrees to purchase and pay for, all pursuant to the terms and conditions hereinafter set forth, 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 Million Four Hundred Two Thousand and Eight Hundred Dollars (\$1,402,800).

This Agreement is contingent upon (1) compliance with the publication procedures required by 28 U.S.C. § 2001(b), and (2) the non-receipt by Seller of a bona fide offer, under conditions prescribed by the Court, as described in 28 U.S.C. § 2001(b) (a "Bona Fide Offer"). Buyers understand and acknowledges that 28 U.S.C. § 2001(b) prohibits the Court's approval and confirmation of the transaction contemplated by this Agreement if Seller receives a Bona Fide Offer. As such upon receipt of a Bona Fide Offer, Seller shall provide the Buyer with 10 days notice of such offer prior to filing a motion with the Court to approve any transaction. Buyer shall have the opportunity to make a competitive offer and the Seller agrees to recommend the acceptance of Buyers equal or better offer to the Court absent any material deficiencies in Buyers offer. Should the Seller or the Court determine that a Bona Fide Offer is superior to any final offer of the Buyer Seller may terminate this agreement and the buyers exclusive remedy for such termination is limited to the return of its Earnest Money Deposit, as defined and set forth below. If the Seller does not receive a Bona Fide Offer after compliance with the publication procedures required by 28 U.S.C. § 2001(b), this Agreement is further contingent upon Seller obtaining an Order in substantially the form as Exhibit "B" attached hereto (the "Order") approving: (1) the sale of the Property described in Exhibit "A" to Buyers free and clear of all liens, claims, encumbrances, and restrictions as provided for in the order of the United States District Court approving this transaction and (2) Buyer's quiet enjoyment of all assets assigned to and assumed by Buyers (collectively, the "Contingencies").

In the event that Seller receives a Bona Fide Offer or the Court does not approve of the sale of the Property, i.e., if the Contingencies are not satisfied on or before the Closing Date, Buyers acknowledge and agree that its sole and exclusive remedy is to seek return of the Earnest Money Deposit, as defined below, from Seller. This Agreement, when duly executed by the Parties, constitutes the express waiver in writing of any other remedy, whether legal or equitable, that may be available to the Buyers.

3. Escrow Agent and Earnest Money Deposits: Najmy Thompson, P.L 1401 8th Ave W, Bradenton, FL 34205 shall serve as the Escrow Agent. Within three (3) business days after full execution of this Agreement by the Parties the Buyers shall deposit the sum of Fifteen Thousand Dollars (\$15,000) in readily available funds as an earnest money deposit (“Earnest Money Deposit”) into the IOTA trust account of Najmy Thompson, P.L. Subsequent to the expiration or waiver of the Inspection Period outlined in this Agreement, the Earnest Money Deposit shall only be refundable if the United States District Court refuses to approve the motion for sale or if the United States District Court approves the sale of the Property to a competing bidder.

Upon the satisfaction of the contingencies relating to an appraisal, financing and inspection, pending approval by the Court of this transaction the Buyers may not cancel the transaction and any attempt thereto shall cause the deposit made pursuant to this contract to immediately become the property of the Receiver.

The Earnest Money Deposit shall be credited at Closing towards the Purchase Price to be paid to Seller by Buyers for the Property under the terms of this Agreement. The terms of this Agreement shall serve as the escrow instructions for this transaction.

4. Conditions of Escrow: Seller shall, on or before the date of Closing, make reasonable efforts to obtain approval from The United States District Court, Middle District of Florida to sell the Property pursuant to the terms of this Agreement. After the satisfaction of the contingencies in this Agreement if the Buyers withdraw from this Agreement prior to the approval of the sale, or if the Court approves the sale of the Property pursuant to the terms of this Agreement and the Buyers fail to perform under this Agreement except as to any rights the Buyers may have under paragraphs 5, 8, 9 or 10, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyer’s failure to perform. In the event that the Court fails to approve this Agreement or the Buyer terminates the Agreement solely as provided for in paragraphs 5, 8, 9 or 10, this Agreement shall be null and void and of no further force and effect and neither Seller nor the Buyers shall have any further obligations hereunder to the other and the Earnest Money Deposit shall be delivered immediately to Buyers. Should Seller fail to perform any obligation under this Agreement for any other reason, the Buyers’ 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. Buyer shall supply Seller with proof of purchasing funds within three (3) business days after full execution of this Agreement by the Parties.

6. Closing and Closing Agent: Unless extended by mutual agreement of the Parties, Closing shall take place within thirty (30) days after The United States District Court, Middle District of Florida’s approval of the sale, with Buyers to provide written notice specifying the

actual closing date at least three (3) business days before such closing date. All funds and documents required to be deposited hereunder shall be deposited into escrow prior to Closing. The term "Closing" as used herein shall mean the date all contingencies provided in this Agreement shall be satisfied or waived by written instrument 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 Buyers together with all documents required to be deposited by Buyers 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: Buyers, at Buyers' cost and expense, may obtain evidence of title, a title abstract, title insurance and/or a survey of the Property. At Closing, Buyers 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) Buyers' 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, Buyers 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: Buyers acknowledge and agree 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.

With prior notice to and approval from Seller, Seller does hereby grant to Buyers and their authorized agents the right, at Buyers' sole risk, cost and expense, for a period of Thirty days (30) (the "**Due Diligence Period**") to enter the Property to inspect, examine, and survey the Property and otherwise do that which, in the opinion of Buyers, is reasonably necessary to determine the boundaries and acreage of the Property, the suitability of the Property for the uses intended by Buyers, and to determine the physical condition of the Property. Buyers agree to indemnify and hold Seller harmless from and against any and all liabilities, claims, losses or damages arising directly or indirectly from negligence in conducting Buyer's inspection and examination of the Property (but not from any effect upon value or marketability of the Property), and this indemnity and hold harmless provision shall survive Closing or the termination of this Agreement. Buyers shall promptly deliver to Seller copies of the results of all of Buyers' inspections, appraisals and/or examinations. If, at the conclusion of the Inspection Period, Buyers should notify Seller in writing that Buyers, for whatever reason, desires not to proceed with this purchase, this Agreement shall be deemed null and void, escrow shall be canceled, and the full Earnest Money Deposit with no deductions shall be returned to Buyers without any interference or further instruction or authorization from Seller.

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, Buyers may declare this Agreement null and void or Buyers may complete the purchase and receive the proceeds from any insurance otherwise payable to or for the benefit of Seller with respect to such destruction, together with a credit against the purchase price for any "deductible" under such insurance. If Buyers declare this Agreement null and void due to damage or destruction as described in this Paragraph 10, the Earnest Money Deposit shall be delivered immediately to Buyers.

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**") and Scott Wolfe of Smith and Associates Real Estate ("**Buyers' Agent**"). At Closing, Seller agrees to a One Percent (1.0%) commission Seller's Agent pursuant to a separate written agreement by and between Seller and Seller's Agent. Seller agrees to a zero Percent (0%) commission to Buyer's Agent. In no event shall the total sales commission owed by the Seller exceed one Percent (1.0%) of the Purchase Price.

a. Buyer agrees to pay Brokerage fee of 1% to Smith & Associates Real Estate at closing

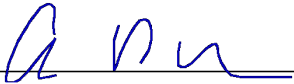
13. General Provisions:

- (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 offer is open for acceptance by delivery of a fully executed original hereof, up to and including 5:00 p.m. EST on October 1st, 2021, and shall thereafter be withdrawn without notice. 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@burton-wwiandpa.com or via Seller's Agent at the email address tony@abetter-liferealty.com and to Buyers at the email address

_____ or via Buyers' Agent at the email address swolfe101@gmail.com.

- (h) This Purchase Agreement and Price is for the 2 vacant lots on the South end of 128 Biscayne that will be separated from the house prior to closing. A new address, folio, Parcel ID will be issued by Hillsborough County and then the final agreement or HUD will be adjusted to match the new address and legal given by the county. The legal description in the Deed or this contract is subject to change when lot is split and new survey is performed.
- (i) 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.

BUYERS



Sep 22, 2021


SELLER



Burton W. Wiand, Receiver

BROKER'S ACKNOWLEDGEMENT


Tony Kelly of A Better Life Realty LLC (Seller's Agent) hereby acknowledge receipt of this Agreement and agree 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

BUYERS' BROKER'S ACKNOWLEDGEMENT

Scott Wolfe of Smith and Associates (Buyers' Agent) hereby acknowledge receipt of this Agreement and agree 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.



Buyers' Agent
Sep 21, 2021

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTIONS (subject to change)

Hillsborough County Parcel ID:
A-25-29-18-509-000028-00021.0

Hillsborough County Folio #:
195277-0000

Legal Description:
**Lots 1, 2, Block 28, DAVIS ISLANDS, BISCAYNE SECTION, according to the map or plat
thereof as recorded in Plat Book 17, Page 9, Public Records of Hillsborough County,
Florida,**

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

RECEIVER'S DEED

THIS INDENTURE, made as of the ____ day of _____ 2021, by and between **Burton W. Wiand, Receiver for** _____ (hereinafter referred to as the "Grantor"), having a mailing address of 5505 West Gray Street, Tampa, Florida 33609, 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 _____, 2020 (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 Manatee 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

Printed name

Witness signature

Printed name

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Burton W. Wiand, Receiver.

Notary Public

Print Name: _____

My Commission Expires: _____

Personally Known _____(OR) Produced Identification _____

Type of identification produced

EXHIBIT 1 TO RECEIVER'S DEED

COURT ORDER

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA (TAMPA)**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Case No. 8:20-cv-325-T-35AEP

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;
ILVER SANDS TI, LLC;
TB OLDEST HOUSE EST. 1842, LLC.

Relief Defendants.

ORDER

Before the Court is the Receiver's Unopposed Verified Motion for Approval of Private Sale of Real Property Located in _____ County, Florida – Specifically, _____, better known as _____ County Property Appraiser's Parcel Folio Number: _____; (the "Motion") (Dkt. ____). Upon due consideration of the Receiver's powers as set forth in the Order Granting Emergency Ex Parte Motion for Temporary Restraining Order, Asset Freeze, and Other Injunctive Relief entered February 14, 2020 (Doc 10) and in the Order Granting Plaintiff's Emergency Ex Parte Motion for Appointment of Receiver and Memorandum of Law entered February 14, 2020, and applicable law, it is **ORDERED AND ADJUDGED** that the Motion is **GRANTED**.

The sale of the real property located at _____, better known as _____ County Property Appraiser's Parcel Folio Number: _____; pursuant to the Purchase and Sale Agreement attached as Exhibit ____ to the Motion, is hereby **APPROVED**. The Court finds the sale commercially reasonable, fair and equitable, and in the best interests of the Receivership Estate.

The Receiver is hereby directed to transfer free and clear of all claims, liens, and encumbrances to _____ by way of a Receiver's Deed, pursuant to Purchase and Sale

Agreement, title to the real property located in _____ County, Florida.

DONE and **ORDERED** in chambers in Tampa, Florida this ____ day of _____ 2020.

MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record

EXHIBIT A TO RECEIVER'S DEED

LEGAL DESCRIPTIONS (subject to change)

Hillsborough County Parcel ID:
A-25-29-18-509-000028-00021.0

Hillsborough County Folio #:
195277-0000

Legal Description:
**Lots 1, 2, Block 28, DAVIS ISLANDS, BISCAYNE SECTION, according to the map or plat
thereof as recorded in Plat Book 17, Page 9, Public Records of Hillsborough County,
Florida,**

EXHIBIT 3



Broker's Price Opinion

June 2, 2021



Jamie Meloni

FL#SL3167461
(813) 760-8516

jamie.meloni@cbrealty.com

In the matter of SEC vs Equialt, LLC, et al.

128 Biscayne Ave, Tampa, FL 33606



**COLDWELL BANKER
REALTY**



★ 128 Biscayne Ave, Tampa, FL 33606

Beds	Bath	SQFT	Lot Size
3	3	3,913	26,998 SqFt

Listing Detail

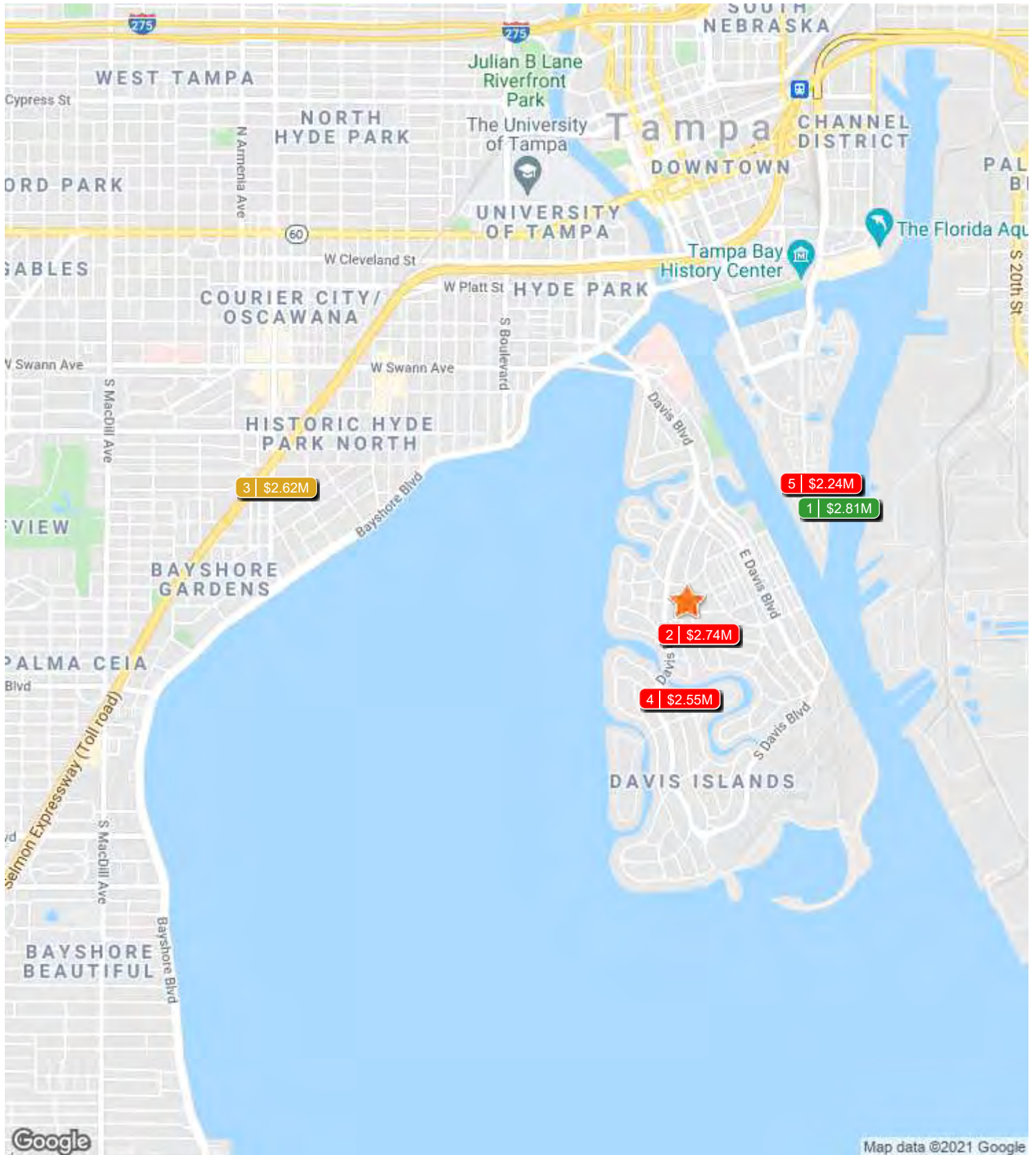
Property Type Single-Family**Tax Year** 2020**Elementary School** Gorrie Elementary**Year Built** 2014**Parcel #** A 25 29 18 509 000028
00021.0**Middle School** Wilson Middle**County** Hillsborough**School District** Hillsborough County**High School** Plant High**Tax Amount** \$33,384

Features

Garage 3, Attached**Heat/AC** Central**Pool** In Ground**Parking** Garage**Fuel** Central**Exterior** Block / Stucco**Roof** Shingle**Fireplace** Wood Burning Fireplace**Bathroom Details** Full Bath 3

Remarks

Flood Zone AE



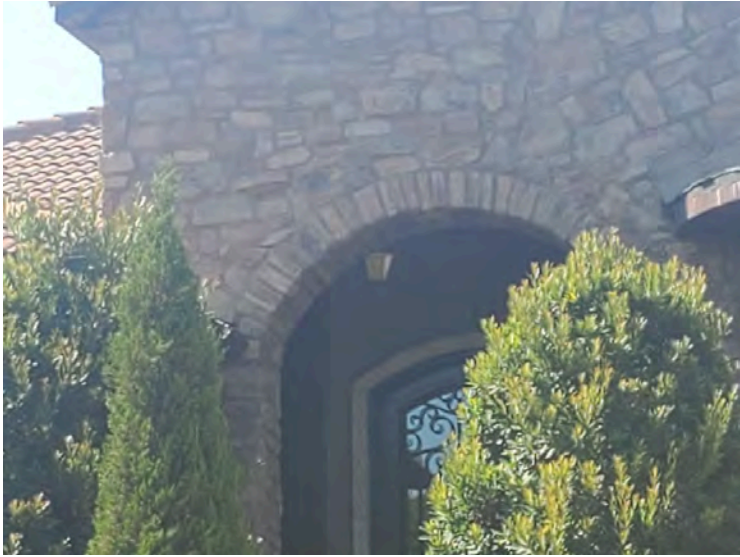
Active Properties Pending Properties Sold Properties

All information provided is deemed reliable but is not guaranteed and should be independently verified.



						
	128 Biscayne Ave Tampa, FL 33606	1112 Abbeys Way Tampa, FL 33602	155 Cypress Avenue Tampa, FL 33606	2406 W Sunset Drive Tampa, FL 33629	11 Formosa Avenue Tampa, FL 33606	1036 Royal Pass Road Tampa, FL 33602
Status	Sold	Active	Sold	Pending	Sold	Sold
MLS #	-	T3291584	T3299760	T3284420	T3287024	T3307596
Property Type	Single-Family	Residential	Residential	Residential	Residential	Residential
Bedrooms	3	4	5	5	5	4
Bathrooms	3.00	4.00	6.00	6.00	6.00	4.00
Sqft	3,913.0	4,002	4,343	4,413	4,441	3,404
Lot SqFt	26,998 SqFt	7,200 SqFt	9,928 SqFt	8,280 SqFt	10,262 SqFt	4,305 SqFt
Year Built	2014	2000	2014	2021	2006	1996
Days on Market	-	232	0	8	20	4
List Price	-	\$1,900,000	\$1,910,000	\$1,985,000	\$1,685,000	\$1,249,000
Sold Date	03/27/2013	-	04/06/2021	-	04/23/2021	06/30/2021
HOA Dues	-	\$464	-	-	-	\$250
Total Adjustment	-	\$909,431	\$832,700	\$633,750	\$839,048	\$966,701
Adjusted Price	-	\$2,809,431	\$2,742,700	\$2,618,750	\$2,553,048	\$2,236,701
Sold Price	\$400,000	-	\$1,910,000	-	\$1,714,000	\$1,270,000
\$/SqFt	\$102	\$702	\$632	\$593	\$575	\$657
Tax Amount	\$33,384	\$18,177	\$23,861	\$3,418	\$16,856	\$13,907
Tax Year	2020	2020	2020	2020	2020	2020
Garage	3, Attached	2, 22X22	2, 20X26	2, 22X22	2	2
Heat/AC	Central	Central, Central Air	Electric, Central, Central Air	Central, Central Air	Natural Gas, Central, Baseboard, Zoned, Central Air	Central, Natural Gas, Zoned, Central Air
Fuel	Central	Central	Electric, Central	Central	Natural Gas, Central, Baseboard	Drip Irrigation, Central, Natural Gas, Zoned
Exterior	Block / Stucco	Wood Frame, Stucco, Block	Wood Frame, Other, Brick, Block	Block	Stucco, Block	Block, Stucco, Wood Frame
Pool	In Ground	-	Salt Water, In Ground, Heated, Gunite	Salt Water, Heated, Gunite, Child Safety Fence	Vinyl, Salt Water, Heated, Child Safety Fence	-

All information provided is deemed reliable but is not guaranteed and should be independently verified.





Approximate Market Value
\$2,647,874

★ 128 Biscayne Ave, Tampa, FL 33606

Details

Valuation is based upon an exterior inspection, interior condition is assumed to be average condition and comparable to other homes in the neighborhood.

Price Based on Average Sales

Average Price of Sold Comparable Properties	\$2,510,816
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Price Based on Square Footage


Average \$/SqFt of Sold Comparable Properties	\$621.16
Square Footage of Subject Property	3,913
Price based on square footage of Subject Property	\$2,430,604


Notwithstanding any language to the contrary contained herein, this Competitive Market Analysis is NOT an appraisal of the market value for property and is not intended to be used for any legal purpose including approval of a mortgage loan, modification of a mortgage loan, divorce/property separation, estate settlement, bankruptcy proceedings or any other purpose where real estate value is needed. If an appraisal is desired, the services of a licensed or certified appraiser must be obtained.





Jamie Meloni


Realtor®
FL#SL3167461

 (813) 760-8516
MOBILE PHONE

 (727) 443-3320
OFFICE PHONE

 jamie.meloni@cbrealty.com
EMAIL

 <http://www.jamiemeloni.com>
WEBSITE

 468 Mandalay Ave
Clearwater Beach, FL 33767-2046
ADDRESS

About

Driven, client-focused Real Estate expert with 14 years' experience in sales within the real estate industry. A market expert in homes and condominiums covering the Clearwater and Clearwater Beach regions and foreclosures across all of Tampa Bay. Self-motivated with stellar sales ability and remarkable creativity. Adept at cultivating partnerships and building lasting relationships across all business sectors. Serves a multitude of communities, some of them including Belleair Beach, Clearwater Beach, Sand Key, and Island Estates

Key Accomplishments

- Over a decade experience in the Real Estate Industry.
- Sold 2K+ homes throughout the Florida region.
- Over \$150M REO (Foreclosure) Sales volume to date.
- Completed 5K+ Broker Price Opinions.
- National Top 10 Agent 3 Times.
- Florida Top 100 Agent 8 Times.
- Innovative and utilizes over 900 websites, extensive digital marketing and traditional listing techniques that give clients a significant advantage over other homes.
- Offers a variety of special services including "RealVitalize" for needed home improvements and "Real Sure" that increases options for buyers and sellers.
- Hosted a daily radio show called That Business Show for four years on 1250 WHNZ and interviewed over 1000 business professionals, entrepreneurs and political leaders across Tampa Bay

Education

B.S. Finance - University of South Florida

All information provided is deemed reliable but is not guaranteed and should be independently verified.

EXHIBIT 4

RESIDENTIAL BROKER PRICE OPINION

Loan #

REO #:

N/A

DATE

9/30/2021

PROPERTY ADDRESS:

128 BISCAYNE AVE, TAMPA, FL 33606

SALES REPRESENTATIVE:

Jessica Magrill

BORROWER'S NAME:

FIRM NAME:

Keller Williams Tampa Properties

COMPLETED BY:

PHONE NO.

813-416-5918

FAX NO.

I. GENERAL MARKET CONDITIONS

Current market condition:

☐ Depressed

☐ Slow

☐ Stable

☐ Improving

☒ Excellent

Employment conditions:

☐ Declining

☒ Stable

☐ Increasing

Market price of this type property has:

☐ Decreased

_____ % in past _____ months

☐ Increased

_____ % in past _____ months

☐ Remained stable

Estimated percentages of owner vs. tenants in neighborhood: _____ % owner occupant _____ % tenant

There is a

☐ Normal supply

☐ oversupply

☒ shortage of comparable listings in the neighborhood

Approximate number of comparable units for sale in neighborhood:

0

No. of competing listings in neighborhood that are REO or Corporate owned:

0

No. of boarded or blocked-up homes:

0

II. SUBJECT MARKETABILITY

Range of values in the neighborhood is \$

\$822,800

 to \$

\$5,200,000

The subject is an

☐ over improvement

☐ under improvement

☒ Appropriate improvement for the neighborhood.

Normal marketing time in the area is: _____ days.

Are all types of financing available for the property?

☒ Yes

☐ No

 If no, explain _____

Has the property been on the market in the last 12 months?

☐ Yes

☒ No

 If yes, \$ _____ list price (include MLS printout)

To the best of your knowledge, why did it not sell? _____

Unit Type:

☒ single family detached

☐ condo

☐ co-op

☐ mobile home

☐ single family attached

☐ townhouse

☐ modular

If condo or other association exists: Fee \$ _____

☐ monthly

☐ annually

 Current?

☐ Yes

☐ No

 Fee delinquent? \$ _____

The fee includes:

☐ Insurance

☐ Landscape

☐ Pool

☐ Tennis

 Other _____

Association Contact: Name: _____ Phone No.: _____

III. COMPETITIVE CLOSED SALES															
ITEM		SUBJECT		COMPARABLE NUMBER 1			COMPARABLE NUMBER 2			COMPARABLE NUMBER 3					
Address		128 BISCAYNE AVE, TAMPA, FL 33606		155 CYPRUS AVE, TAMPA, FL 33606			714 S DAVIS BLVD, TAMPA, FL 33606			503 W DAVIS BLVD, TAMPA, FL 33606					
Proximity to Subject				REO/Corp <input type="checkbox"/>			REO/Corp <input type="checkbox"/>			REO/Corp <input type="checkbox"/>					
Sale Price		\$		\$ 1,910,000			\$2,200,000			\$ 2,400,000					
Price/Gross Living Area		\$ Sq. Ft.		\$ 439.79 Sq. Ft.			\$ 440.00 Sq. Ft.			\$ 561.17 Sq. Ft.					
Sale Date & Days on Market				4/6/2021 0 Days (input for sold stats only)			9/3/2021 3 Days			9/7/2021 0 Days					
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		+(-) Adjustment		DESCRIPTION		+(-) Adjustment		DESCRIPTION		+(-) Adjustment	
Sales or Financing Concessions				Seller Credit		None		Seller Credit		265.00		Seller Credit		None	
Location		Single Family		Single Family		0		Single Family		0		Single Family		0	
Leasehold/Fee Simple		Fee Simple		Fee Simple		0		Fee Simple		0		Fee Simple		0	
Lot Size		0.24		0.23		0		0.16		0		0.20		0	
View		N/A		N/A		0		N/A		0		N/A		0	
Design and Appeal		Average		Average		0		Average		0		Average		0	
Quality of Construction		Average		Average		0		Average		0		Average		0	
Year Built		2014		2014		0		2018		0		2019		0	
Condition		Above Average		Above Avg		0		Above Avg		0		Above Avg		0	
Above Grade Room Count		Total	Bdms	Baths	Total	Bdms	Baths		Total	Bdms	Baths		Total	Bdms	Baths
		7	4	4	N/A	5	5.5	-11,000.00	12	4	4.5	-1,000	10	5	4
Gross Living Area		3,913 Sq. Ft.		4,343 Sq. Ft.		-5,000.00		4,375 Sq. Ft.		-5,000		4,455 Sq. Ft.		-5,000	
Basement & Finished Rooms Below Grade		None		<input checked="" type="checkbox"/> None		0		None		0		None		0	
Functional Utility		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		0		<input checked="" type="checkbox"/>		0		<input checked="" type="checkbox"/>		0	
Heating/Cooling		Central		Central		0		Central		0		Central		0	
Energy Efficient Items		None		None		0		None		0		None		0	
Garage/Carport		3 Car Garage		2 car garage		6,000.00		2 Car Garage		6,000.00		2 Car Garage		6,000.00	
Porches, Patio, Deck Fireplace(s), etc.		Covered & Screen Enclosed Porch/Pool Area		Patio Area		5,000.00		Covered Porch		5,000.00		Covered Porch		5,000.00	
Fence, Pool, etc.		Pool, Fenced Yard		Pool, Fenced Yard		0		Pool, Fenced Yard		0		Pool, Fenced Yard		0	
Other		None		None		0		None		0		None		0	
Net Adj. (total)				<input type="checkbox"/> + <input checked="" type="checkbox"/> -		\$ 5,000.00		<input checked="" type="checkbox"/> + <input type="checkbox"/> -		\$ 5,000.00		<input type="checkbox"/> + <input checked="" type="checkbox"/> -		\$ 1,000.00	
Adjusted Sales Price of Comparable						\$ 1,905,000				\$ 2,205,000				\$ 2,401,000	

REO#

Loan #

IV. MARKETING STRATEGY

Occupancy Status: Occupied Vacant ☒ Unknown

☒ As-is

☐ Minimal Lender Required Repairs

☐ Repaired

Most Likely Buyer: ☐ Owner occupant

☐ Investor

V. REPAIRS

Itemize ALL repairs needed to bring property from its present "as is" condition to average marketable condition for the neighborhood.
Check those repairs you recommend that we perform for most successful marketing of the property.

☐

\$

☐

\$

☐

\$

☐

\$

☐

\$

☐

\$

☐

\$

☐

\$

☐

\$

☐

\$

GRAND TOTAL FOR ALL REPAIRS \$

VI. COMPETITIVE LISTINGS															
ITEM		SUBJECT		COMPARABLE NUMBER 1			COMPARABLE NUMBER. 2			COMPARABLE NUMBER. 3					
Address		128 BISCAYNE AVE, TAMPA, FL 33606													
Proximity to Subject				REO/Corp <input type="checkbox"/>			REO/Corp <input type="checkbox"/>			REO/Corp <input type="checkbox"/>					
List Price		\$ 2,200,000				\$			\$			\$			
Price/Gross Living Area		\$ Sq.Ft.		\$		Sq.Ft.			\$			\$	Sq.Ft.		
Data and/or Verification Sources															
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		+ (-)Adjustment		DESCRIPTION		+(-)Adjustment		DESCRIPTION		+(-)Adjustment	
Sales or Financing Concessions						0				0					
Days on Market and Date on Market						0				0					
Location		Single family				0				0					
Leasehold/Fee Simple		Fee Simple				0				0					
Lot Size		0.24				0				0					
View		N/A				0				0					
Design and Appeal		Average				0				0					
Quality of Construction		Average				0				0					
Year Built		2014				0				0					
Condition		Above Average				0				0					
Above Grade Room Count		Total	Bdms	Baths	Total	Bdms	Baths			Total	Bdms	Baths			
		7	4	4				0							
Gross Living Area		3,913 Sq. Ft.		Sq. Ft.		0		Sq. Ft.		0		Sq. Ft.			
Basement & Finished Rooms Below Grade		None				0				0					
Functional Utility		<input checked="" type="checkbox"/>		<input type="checkbox"/>		0		<input type="checkbox"/>		0					
Heating/Cooling		Central				0				0					
Energy Efficient Items		None				0				0					
Garage/Carport		3 Car Garage				0				0					
Porches, Patio, Deck Fireplace(s), etc.		Covered & Screen Enclosed Porch/Pool Area				0				0					
Fence, Pool, etc.		Pool, Fenced Yard				0				0					
Other		N/A				0				0					
Net Adj. (total)				<input type="checkbox"/> + <input type="checkbox"/> -		\$		<input type="checkbox"/> + <input type="checkbox"/> - -		\$		<input type="checkbox"/> + <input type="checkbox"/> -		\$	
Adjusted Sales Price of Comparable						\$				\$				\$	

VI. THE MARKET VALUE (The value must fall within the indicated value of the Competitive Closed Sales).

AS IS	Market Value	Suggested List Price
	\$2,000,000	\$2,200,000
REPAIRED		
30 Quick Sale Value		
Last Sale of Subject, Price \$400,000.00 Date 3/26/2013		

COMMENTS (Include specific positives/negatives, special concerns, encroachments, easements, water rights, environmental concerns, flood zones, etc. Attach addendum if additional space is needed.)

Subject property is located in an area with little to no inventory. Located close to Tampa General Hospital, restaurants, bars, Bayshore, the River Walk, and Downtown Tampa.
All comparable sale properties are located less than one mile from the subject property and were built between 2014-2019. Low inventory and low interest rates have caused a surplus of buyers in this market. It is common to see multiple offers on properties. Prices are continuing to increase and it's become fairly common to see buyers offering over list price, willing to pay above appraisal value. Comparable property 1 was not listed on MLS, had it been listed on the MLS it is likely that it would have received multiple offers and sold for more than the sale price.

Signature:

Jessica Magrill

dotloop verified 09/30/21 7:58 AM EDT KJCB-GAHF-UPT-MULU

Date: 9/30/2021

Subject Property Address:
128 Biscayne Ave, Tampa, FL 33606

Jessica Magrill

Active

Sold 1



Sold 2



Sold 3



Front View



Kitchen



Living Room



Master



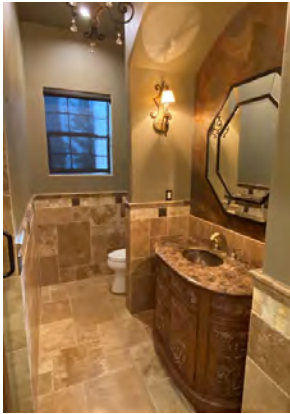
Master Bath



Bedroom 2



Bathroom 2



Bedroom 3



Bathroom 3



Bedroom 4



Bathroom 4



Dining

Covered Enclosed Porch



Pool



EXHIBIT 5

CASE / FILE NUMBER: N/A

AGENT NAME: Dan Depies

PROPERTY ADDRESS: 128 Biscayne Ave, Tampa FL 33606 - SFR

COMPANY NAME: Discovery Properties Group

DATE COMPLETED 9/28/2021

EMAIL ADDRESS: ddepies9@gmail.com

I. GENERAL MARKET CONDITIONS

Current market condition: ☐ Depressed ☐ Slow ☒ Stable ☐ Improving ☐ Excellent

Employment conditions: ☐ Declining ☒ Stable ☐ Increasing

Estimated percentages of owner vs. tenants in neighborhood: 100 % owner occupant 0 % tenant

There is a ☒ Normal supply ☐ oversupply ☐ shortage of comparable listings in the neighborhood

Approximate number of comparable units for sale in neighborhood: 8

No. of competing listings in neighborhood that are REO or Corporate owned: 0

Primary Market Trend is REOs or Short Sales (Yes/No) No

General Market Condition Comments:

The Tampa market is very strong in all price ranges including Luxury listings. Absorption rates (rate at which active listings are selling in a market) are at 10 year highs. Year to date average sales prices are 19.5%. Tear down structures and vacant land on Davis Island are extreemly desireable to both builders and owner occupants. There currently are no vacant land listings or recent sales, so this analysis looked at potential tear-down properties that have recently sold and past purchase price of new construction.

II. SUBJECT MARKETABILITY

Range of values in the neighborhood is \$ 1,500,000 to \$ 8,500,000

The subject is an ☐ over improvement ☐ under improvement ☒ Appropriate improvement for the neighborhood.

Normal marketing time in the area is: 150 days.

Has the property been on the market in the last 12 months? ☐ Yes ☒ No If yes, \$ list price (current or most recent)

To the best of your knowledge, why did it not sell?

Unit Type: ☐ single family ☐ condo ☐ co-op ☐ manufactured ☐ other
☐ multi-family ☐ townhouse ☐ modular ☐ land

If condo or other association exists: Fee \$ ☐ monthly ☐ annually Current? ☐ Yes ☐ No

The fee includes: ☐ Insurance ☐ Landscape ☐ Pool ☐ Tennis Other

Association Contact: Name: Phone No.:
Email:

III. COMPETITIVE CLOSED SALES

ITEM	SUBJECT			COMPARABLE SOLD # 1				COMPARABLE SOLD # 2				COMPARABLE SOLD # 3			
Address	128 Biscayne Ave, Tampa FL 33606 - SFR			155 Cyprus Ave, Tampa 33606				503 Danube Ave, Tampa 33606				429 Erie Ave, Tampa 33606			
Proximity to Subject				.2 REO/Corp <input type="checkbox"/>				.3 REO/Corp <input type="checkbox"/>				.1 REO/Corp <input type="checkbox"/>			
Sale Price					\$ 1910000				\$ 2085000				\$ 2350000		
Price/Gross Living Area				\$ 439.79 Sq. Ft.				\$416.83 Sq. Ft.				\$ 420.62 Sq. Ft.			
Sale Date & Days on Market				4/6/2021 0				2/5/2021 184				11/26/2020 174			
VALUE ADJUSTMENTS	DESCRIPTION			DESCRIPTION		+(-) Adjustment		DESCRIPTION		+(-) Adjustment		DESCRIPTION		+(-) Adjustment	
Sales or Financing Concessions				none		0		None		0		None		0	
Location	Davis Island			Davis Island		0		Davis Island		0		Davis Island		0	
Site	.24 acre			.23		0		.26		0		.22		0	
View	None			None		0		None		0		None		0	
Design and Appeal	Excellent			Very good		75000		Excellent		0		Very good		75000	
Quality of Construction	Very good			Very good		0		Very good		0		Very good		0	
Age	2014			2014		0		2017		0		2020		0	
Condition	Very Good			Good		220000		Very Good		0		New construction		0	
Above Grade Room Count	Total	Bdms	Baths	Total	Bdms	Baths	0	Total	Bdms	Baths	0	Total	Bdms	Baths	0
	11	4	4	13	5	5.5	-15000	13	5	5.5	-15000	13	5	5	-12000
	3913 Sq. Ft.			4343 Sq. Ft.		-100000		5002 Sq. Ft.		275000		5587 Sq. Ft.		-420000	
Basement & Finished Rooms Below Grade	None			None		0		None		0		None		0	
Heating/Cooling	Central			Central		0		Central		0		Central		0	
Energy Efficient Items	None			None		0		None		0		None		0	
Garage/Carport	3 car Garage			2 car garage		6000		2 car garage		6000		3 car garage		0	
Porches, Patio, Deck Fireplace(s), etc.	Fireplace			No Fireplace		5000		No Fireplace		5000		Fireplace		0	
Fence, Pool, etc.	Pool, Lanai			Pool, lanai		0		Pool, lanai		0		Pool, lanai		0	
Other	None			None		0		None		0		None0		0	
Net Adj. (total)						\$191000				\$271000				\$-357000	
Adjusted Sales Price of Comparable						\$2101000				\$2356000				\$1993000	

IV. MARKETING STRATEGY

Listing Recommendation (will always be “as-is” on HUD assets): ☒ As-Is ☐ As-Repaired

Most Likely Buyer: ☒ Owner occupant ☐ Investor

Vacancy Status: ☒ Vacant ☐ Occupied

V. REPAIRS

Itemize ALL repairs needed to bring property from its present “as is” condition to enhance marketability.

	\$
	\$
	\$
	\$
	\$

	\$
	\$
	\$
	\$
	\$

TOTAL RECOMMENDED REPAIRS \$0.00

VI. COMPETITIVE LISTINGS

ITEM	SUBJECT			COMPARABLE LISTING # 1				COMPARABLE LISTING # 2				COMPARABLE LISTING # 3						
Address	128 Biscayne Ave, Tampa FL 33606 - SFR			208 W Davis Blvd, Tampa 33606				478 Bosphorous Ave, Tampa 33606				514 Erie Ave, Tampa 33606						
Proximity to Subject				.1 REO/Corp <input type="checkbox"/>				.2 REO/Corp <input type="checkbox"/>				.3 REO/Corp <input type="checkbox"/>						
List Price						\$ 1995000				\$ 1999000				\$ 2450000				
Price/Gross Living Area				\$ 533.42 Sq. Ft.				\$ 439.15 Sq.Ft.				\$ 479.73 Sq.Ft.						
Data and/or Verification Sources				MLS				MLS				MLS						
VALUE ADJUSTMENTS	DESCRIPTION			DESCRIPTION		+/- Adjustment		DESCRIPTION		+/- Adjustment		DESCRIPTION		+/- Adjustment				
Days on Market				94		-120000		6		0		12		0				
Location	Davis Island			Davis Island		0		Davis Island		0		Davis Island		0				
Site	.24 acre			.36		-100000		.16		25000		.24		0				
View	None			None		0		None		0		None		0				
Design and Appeal	Excellent			Good		150000		Average		250000		Excellent		0				
Quality of Construction	Very good			Very good		0		Very Good		0		Very good		0				
Age	2014			1928		25000		2022		-100000		2006		25000				
Condition	Very Good			Good		200000		New Construction		0		Very good		0				
Above Grade Room Count	Total	Bdms	Baths	Total	Bdms	Baths	0		Total	Bdms	Baths	0		Total	Bdms	Baths	0	
	11	4	4	12	4	4	-1000		13	5	5.5	-15000		13	5	4.5	-8000	
Gross Living Area	3913 Sq. Ft.			3740 Sq. Ft.		43000		4552 Sq. Ft.		-160000		5107 Sq. Ft.		-299000				
Basement & Finished Rooms Below Grade	None			None		0		None		0		None		0				
Heating/Cooling	Central			Central		0		Central		0		Central		0				
Energy Efficient Items	None			None		0		None		0		None		0				
Garage/Carport	3 car Garage			1 car garage		15000		2 car garage		6000		2 car garage		6000				
Porches, Patio, Deck Fireplace(s), etc.	Fireplace			Fireplace		0		No fireplace		5000		Fireplace		0				
Fence, Pool, etc.	Pool, Lanai			None		-50000		Pool, Lanai		0		Pool, lanai		0				
Other	None			None		0		None		0		None		0				
Net Adj. (total)						\$162000				\$11000				\$-276000				
Adjusted Sales Price of Comparable						\$2157000				\$2010000				\$2174000				

VII. LIST PRICE

Suggested As-Is List Price is the most probable price in which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Suggested As-Is List Price: \$ 2200000.00

Suggested As-Repaired Value: \$ 2150000

Must be completed on all non-HUD REO Assets (HUD assets do not require the 30 day value):

30-Day As-Is Value: \$ _____

30-Day As-Repaired Value: \$ _____

COMMENTS:

(Include specific positives/negatives, unique features, special concerns, encroachments, easements, water rights, environmental concerns, flood zones, etc.)

Subject property is very similar to the new construction homes in this area. Davis Island is a highly desireable area for tear down opportunities. Originally developed in the early 1900's this area has seen a significant turnover where properties are purchased, torn down and replaced with luxury homes.

LISTING COMPARABLE COMMENTS:

Why are the comparable listing superior or inferior to the subject?

Averaging the Active Listing comparable would give the subject a listing value of \$2,114,000

SALES COMPARABLE COMMENTS:

Why are the comparable listing superior or inferior to the subject?

Averaging the Sold comparable properties would give subject a market value of \$2,150,000

FHA Case #: N/A		Assigned LLB: Dan Depies	
Subject Property Address: 128 Biscayne Ave, Tampa FL 33606 - SFR			
			
Active 1		Active 1	
			
Active 1		Active 1	
			
Active 2		Active 2	

EXHIBIT 6

CASE / FILE NUMBER:

N/A

AGENT NAME:

Dan Depies

PROPERTY ADDRESS:

128 Biscayne Ave, Tampa FL 33606 - Lot Only

COMPANY NAME:

Discovery Properties Group

DATE COMPLETED

9/28/2021

EMAIL ADDRESS:

ddepies9@gmail.com

I. GENERAL MARKET CONDITIONS

Current market condition:

☐ Depressed

☐ Slow

☒ Stable

☐ Improving

☐ Excellent

Employment conditions:

☐ Declining

☒ Stable

☐ Increasing

Estimated percentages of owner vs. tenants in neighborhood:

100

% owner occupant

0

% tenant

There is a

☐ Normal supply

☐ oversupply

☒ shortage of comparable listings in the neighborhood

Approximate number of comparable units for sale in neighborhood:

0

No. of competing listings in neighborhood that are REO or Corporate owned:

0

Primary Market Trend is REOs or Short Sales (Yes/No)

No

General Market Condition Comments:

The Tampa market is very strong in all price ranges including Luxury listings. Absorption rates (rate at which active listings are selling in a market) are at 10 year highs. Year to date average sales prices are 19.5%. Tear down structures and vacant land on Davis Island are extreemly desireable to both builders and owner occupants. There currently are no vacant land listings or recent sales, so this analysis looked at potential tear-down properties that have recently sold and past purchase price of new construction.

II. SUBJECT MARKETABILITY

Range of values in the neighborhood is \$

1,500,000

 to \$

8,500,000

The subject is an

☐ over improvement

☐ under improvement

☒ Appropriate improvement for the neighborhood.

Normal marketing time in the area is:

5

days.

Has the property been on the market in the last 12 months?

☒ Yes

☐ No

If yes, \$

2.2 mil.

 list price (current or most recent)

To the best of your knowledge, why did it not sell?

Currently pending with a new construction on land.

Unit Type:

☒ single family

☐ condo

☐ co-op

☐ manufactured

☐ other

☐ multi-family

☐ townhouse

☐ modular

☐ land

If condo or other association exists: Fee \$

☐ monthly

☐ annually

Current?

☐ Yes

☒ No

The fee includes:

☐ Insurance

☐ Landscape

☐ Pool

☐ Tennis

Other

Association Contact: Name:Phone No.:Email:

III. COMPETITIVE CLOSED SALES

ITEM	SUBJECT			COMPARABLE SOLD # 1			COMPARABLE SOLD # 2			COMPARABLE SOLD # 3		
Address	128 Biscayne Ave, Tampa FL 33606 - Lot Only			410 Chippewa Ave Tampa 33606			140 Biscayne Ave, Tampa 33606			181 Baltic Cir, Tampa 33606		
Proximity to Subject				.2 REO/Corp <input type="checkbox"/>			.0 REO/Corp <input type="checkbox"/>			.2 REO/Corp <input type="checkbox"/>		
Sale Price				\$ 530000			\$ 632785			\$ 625000		
Price/Gross Living Area				\$ Sq. Ft.			\$ Sq. Ft.			\$ Sq. Ft.		
Sale Date & Days on Market				5/14/2021 4			10/2/2020 9			11/20/2020 0		
VALUE ADJUSTMENTS	DESCRIPTION			DESCRIPTION	+(-) Adjustment		DESCRIPTION	+(-) Adjustment		DESCRIPTION	+(-) Adjustment	
Sales or Financing Concessions				39None	0		None	0		None	0	
Location	Davis Island			Davis Island	0		Davis Island	0		Davis island	0	
Site	.39 Acre			.22	410000		.14	677215		.22	483000	
View	None			None	0		None	0		None	0	
Design and Appeal	Same			Same	0		Same	0		Same	0	
Quality of Construction												
Age												
Condition	Vacant land											
Above Grade Room Count	Total	Bdms	Baths	Total	Bdms	Baths	Total	Bdms	Baths	Total	Bdms	Baths
	Sq. Ft.			Sq. Ft.			Sq. Ft.			Sq. Ft.		
Basement & Finished Rooms Below Grade												
Heating/Cooling												
Energy Efficient Items												
Garage/Carport												
Porches, Patio, Deck Fireplace(s), etc.												
Fence, Pool, etc.												
Other												
Net Adj. (total)							\$410000			\$677215		
Adjusted Sales Price of Comparable							\$940000			\$1310000		
										\$1108000		

IV. MARKETING STRATEGY

Listing Recommendation (will always be “as-is” on HUD assets): ☐ As-Is ☐ As-Repaired

Most Likely Buyer: ☐ Owner occupant ☒ Investor

Vacancy Status: ☒ Vacant ☐ Occupied

V. REPAIRS

Itemize ALL repairs needed to bring property from its present “as is” condition to enhance marketability.

	\$
	\$
	\$
	\$
	\$

	\$
	\$
	\$
	\$
	\$

TOTAL RECOMMENDED REPAIRS \$0.00

VI. COMPETITIVE LISTINGS

ITEM	SUBJECT			COMPARABLE LISTING # 1				COMPARABLE LISTING # 2				COMPARABLE LISTING # 3			
Address	128 Biscayne Ave, Tampa FL 33606 - Lot Only			429 Erie Ave, Tampa 33606				423 Blanca Ave, Tampa 33606				81 Bahama Cir, Tampa 33606			
Proximity to Subject				.2 REO/Corp <input type="checkbox"/>				.2 REO/Corp <input type="checkbox"/>				.3 REO/Corp <input type="checkbox"/>			
List Price				\$ 550000				\$ 575000				\$ 1000000			
Price/Gross Living Area				\$ Sq. Ft.				\$ Sq.Ft.				\$ Sq.Ft.			
Data and/or Verification Sources				Tax records				Tax records				Tax records			
VALUE ADJUSTMENTS	DESCRIPTION			DESCRIPTION	+/- Adjustment			DESCRIPTION	+/- Adjustment			DESCRIPTION	+/- Adjustment		
Days on Market				174	0			86	0			149	0		
Location	Davis Island			Davis Island	0			Davis Island	0			Davisland	0		
Site	.39 Acre			.22	425000			.21	493000			.27	410000		
View	None			None	0			None	0			Water view	-400000		
Design and Appeal	Same														
Quality of Construction															
Age															
Condition	Vacant land														
Above Grade Room Count	Total	Bdms	Baths	Total	Bdms	Baths		Total	Bdms	Baths		Total	Bdms	Baths	
Gross Living Area	Sq. Ft.			Sq. Ft.				Sq. Ft.				Sq. Ft.			
Basement & Finished Rooms Below Grade															
Heating/Cooling															
Energy Efficient Items															
Garage/Carport															
Porches, Patio, Deck Fireplace(s), etc.															
Fence, Pool, etc.															
Other															
Net Adj. (total)							\$425000				\$493000				\$10000
Adjusted Sales Price of Comparable							\$975000				\$1068000				\$1010000

VII. LIST PRICE

Suggested As-Is List Price is the most probable price in which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Suggested As-Is List Price: \$ 1300000.00

Suggested As-Repaired Value: \$ 1120000.00

Must be completed on all non-HUD REO Assets (HUD assets do not require the 30 day value):

30-Day As-Is Value: \$ _____

30-Day As-Repaired Value: \$ _____

COMMENTS:

(Include specific positives/negatives, unique features, special concerns, encroachments, easements, water rights, environmental concerns, flood zones, etc.)

Davis Island is a highly desireable area of Tampa for upscale properties. Originally developed in the 1930's, many of the properties have been torn down and replaced with new home constructions. Due to the lack of available active listings and recent sales of vacant land

LISTING COMPARABLE COMMENTS:

Why are the comparable listing superior or inferior to the subject?

Since no active data is available on vacant land the active listing include Sold single family residences where tax records were used to determine the price that the Builder paid for the land. This land value was then used to support this analysis. No adjustment was made for days on market since all properties have sold.

SALES COMPARABLE COMMENTS:

Why are the comparable listing superior or inferior to the subject?

The Sold Listings were for properties that although included a singel family residence, a builder and may buyers woud consider a tear down. For this analysis these properties were not looke at as upgrade opportunities. No adjustments were made for condition or size of structure as these comparables were considered tear-downs.

FHA Case #: N/A		Assigned LLB: Dan Depies	
Subject Property Address: 128 Biscayne Ave, Tampa FL 33606 - Lot Only			
			
Active 1		Sold 1	
			
Active 2		Sold 2	
			
Active 3		Sold 3	

EXHIBIT 7

Vacant Land Broker Price Opinion (BPO) Comparisons Pages

Client:	Wiand Guerra King	Client File #:	N/A
Subject Property:	128 Biscayne Ave, Tampa, FL 33606	Appraisal File #:	N/A

SITE VALUATION							
ITEM	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
Address		51 AEGEAN AVE, TAMPA, FL 33606		623 DANUBE AVE, TAMPA, FL 33606		181 BALTIC CIR, TAMPA, FL 33606	
Proximity to Subject		0.6 Miles		0.5 Miles		0.7	
Sale Price		\$ \$460,000		\$ \$590,000		\$ \$625,000	
Price	\$1,300,000	\$ \$499,000		\$ \$599,000		\$ 625,000	
Data Source/ Verification	MLS	MLS		MLS		MLS	
Sale Date		1/18/2021		4/15/2021		11/20/2020	
Location	Davis Islands	Davis Islands		Davis Islands		Davis Islands	
Site Size	0.39 acres	0.12 acres	1,035,000	0.14 acres	1,053,571	0.18	750,000
Site View	None	None	0	None	0	None	0
Site Improvements	Lot has been cleared	Home is being sold as- is rehab or as a teardown	12,000	Lot has been cleared		Sold for lot value only, home currently on property	12,000
Net Adjustment			1,047,000		1,053,571		762,000
Indicated Value			\$ 1,507,000		\$ 1,643,571		\$ 1,387,000
Net Adjustment			%		%		%
Gross Adjustment			%		%		%

Site Valuation Comments:

All comparable properties are about one third the size of the subject property. There are no other comparable sales that are comparable in size to the subject property. Adjustments have been made accordingly. Due to lack of inventory and a surplus of buyers in this current market, it is common to see buyers willing to pay above list price and above appraisal value.

Indicated Value of Subject Property: \$1,450,000

Jessica Magrill

dotloop verified
10/04/21 3:01 PM EDT
Z6BW-7XW9-HB86-13TF

Date: 10/4/2021

ITEM	SUBJECT	COMPARABLE SALE NO. 4		COMPARABLE SALE NO. 5		COMPARABLE SALE NO. 6	
Address							
Proximity to Subject							
Sale Price		\$		\$		\$	
Price /		\$		\$		\$	
Data Source/ Verification							
Sale Date							
Location							
Site Size							
Site View							
Site Improvements							
Net Adjustment							
Indicated Value		\$		\$		\$	

Site Valuation Comments:

Subject Property Address:

128 Biscayne Ave, Tampa, FL 33606

Jessica Magrill

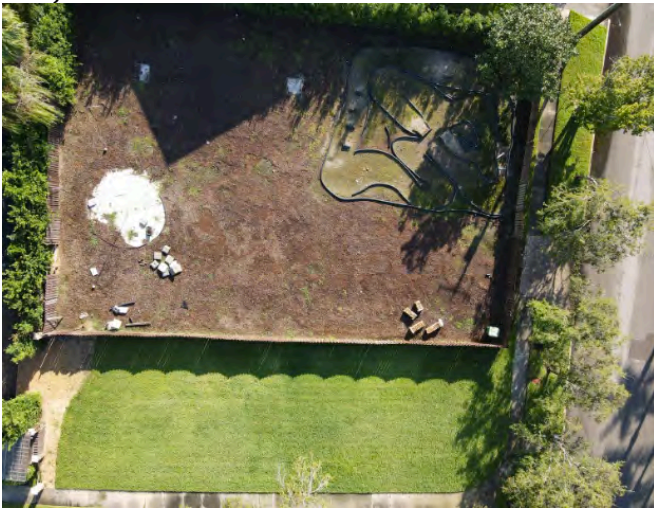
Subject 1



Sold 1



Subject 2



Sold 2



Subject 3



Sold 3



EXHIBIT 8

NOTICE OF SALE

128 Biscayne Ave.
Tampa, Florida 33606

-and-

305 Bosphorus Ave.
Tampa, Florida 33606

LEGAL NOTICE: Pursuant to 28 U.S.C. § 2001, Burton W. Wiand, as the Court-appointed Receiver in SECURITIES AND EXCHANGE COMMISSION V. BRIAN DAVISON, et al., CASE NO. 8:20-CV-325-T-35AEP (M.D. Fla.), will conduct a private sale of the property located at 128 Biscayne Ave. Tampa, Florida 33606 to Stephen and Shirlene Hammond or a newly formed LLC for \$2,000,000 and 305 Bosphorus Ave. Tampa, Florida 33606 to Stress Free Construction or a newly formed LLC for \$1,402,800. The sales are subject to approval by the United States District Court. Pursuant to 28 U.S.C. § 2001, bona fide offers that exceed the sale price by 10% must be submitted to the Receiver within 10 days of the publication of this notice. All inquiries regarding the property or the sale should be made to the Receiver at 114 Turner St. Clearwater, FL 33756. Telephone: (727) 235-6769 or (813) 347-5100.