

**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 —
12321 GULF BOULEVARD, TREASURE ISLAND, 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 real property located at 12321 Gulf Boulevard, Tampa, FL 33706 (the “**Property**”). The buyer of the Property is VVC Rentals LLC or an entity to be formed by, or related to VVC Rentals LLC (the “**Buyer**”), and the purchase price is \$2,800,000. A copy of the Purchase and Sale Agreement is attached as **Exhibit 1** (the “**Contract**”). Selling the Property in the manner described in this motion will result in a fair and equitable recovery for the Receivership Estate.

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

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.

“**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 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

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.

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.

**The Property, the Receiver's Marketing Efforts,
and the Proposed Sale**

Bungalows TI LLC, a Receivership entity, owned the Property until the Order appointed the Receiver, who took title to the Property. The Property was purchased with scheme proceeds – i.e., money contributed to the scheme by victim investors. The Property is a vacation rental property on Treasure Island that consists of 10 units. The Receiver has continued to operate the vacation rental business and thereby generate revenue for the Receivership. The Receiver has determined that selling the Property at this time is in the best interest of the Receivership.

In order to publicize the sale of the Property, it was listed on Multiple Listing Service (“MLS”), the industry standard listing service for real estate

professionals, and Zillow, the popular real estate listing website.³ MLS listings reach essentially every real estate broker and agent in the United States, and Zillow is the most visited real estate website in the United States. The Receiver received numerous offers on the Property and believes the transaction described in this motion is the most beneficial to the Receivership Estate.

In compliance with Section 2001(b), the Receiver obtained valuations from three disinterested sources (collectively, the “**Valuations**”), which are attached as **Exhibits 2–4**. According to the Valuations, a reasonable, fair market value for the Property is between \$2,500,000 and \$3,070,000. The \$2,800,000 sale price is within this range. The sale of the Property would constitute a \$2,800,000 gross recovery for the Receivership Estate. In compliance with Section 2001(b), the sale price of \$2,800,000 is substantially greater than two-thirds of the average of the Valuations — \$1,919,240.

The Property is 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.

Section 2001(b) Publication

To satisfy the publication requirement of Section 2001(b), the Receiver has arranged for the terms of the sale to be published for one day in the Tampa

³ https://www.zillow.com/homedetails/12321-Gulf-Blvd-Saint-Petersburg-FL-33706/2074603391_zpid/

Bay Times, which is regularly issued and of general circulation in the district where the Property is located. A copy of the notice of sale is attached as **Exhibit 5**. 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 within the range of the estimates disclosed in those valuations. *See* Exs. 2–4. Section 2001(b) provides that "[n]o private sale shall be confirmed at a price less than two-thirds of the appraised value" — here, \$1,919,240 based on the average of

the Valuations. The \$2,800,000 sale price for the Property is well above that amount.

The Receiver has arranged for a notice of the proposed sales and their terms to be published in the Tampa Bay Times. *See* Ex. 5. 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 price. 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 \$2,800,000 for the benefit of the Receivership Estate, and ultimately its creditors, including the victim investors. Third, the Receiver’s independent evaluation of the transaction demonstrates that it is commercially reasonable. The Receiver is not aware of any other association between the Receivership entities and the Buyer. As such, this is an arm’s-length transaction. Fourth, the existence of a ready-and-willing buyer ensures 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 Property. Fifth, selling the Property will eliminate the Receiver’s need to pay for additional upkeep and carrying costs, including taxes, insurance, utilities, and repairs. If required to hold the Property, the

Receivership would incur approximately \$265,000 per year⁴ maintaining and safeguarding the Property. By selling the Property, the Receiver will avoid those costs.

CONCLUSION

For the reasons discussed above, this transaction is 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 transaction and the Contract and (2) ordering that the Receiver may transfer title to the Property by Receiver's Deed to the Buyer, 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 include the legal description for the Property in the order granting this motion.

The legal description of the Property is as follows:

⁴ This cost includes estimates for utilities, insurance, HOA fees, routine maintenance, and taxes. This cost does not account for the rental income generated from the vacation rental business activities or repairs at the Property.

Pinellas County Parcel ID's:

15-31-15-17784-011-0050

15-31-15-17784-011-0060

15-31-15-17784-011-0070

Legal Description:

CONEY ISLAND BLK 11, LOT 5 LESS RD R/W

CONEY ISLAND BLK 11, LOT 6 LESS RD R/W

CONEY ISLAND BLK 11, LOTS 7 AND 8

LOCAL RULE 3.01(G) CERTIFICATION

Counsel for the Receiver has conferred with counsel for the parties and is authorized to represent to the Court that neither the SEC nor Barry Rybicki object to the relief sought.

Respectfully submitted,

s/R. Max McKinley

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R. Max McKinley, FBN 119556

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DECORT P.A.**

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Tampa, FL 33607

Tel: (813) 291-3300

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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 January 12, 2022, 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 14th day of December 2021, by and between VVC Rentals LLC and or an entity to be formed by Buyer (hereinafter, the “Buyers”) and Burton W Wiand as Receiver for Bungalows TI LLC (hereinafter, the “Receiver” or “Seller”, and collectively with Buyer, the “Parties”) appointed in the matter of Securities and Exchange Commission v. Brian Davison, et al., United States District Court, Middle District of Florida, Tampa Division, Case No.: 8:20-cv-00325-T-35AEP (hereinafter, the “Action”).

BACKGROUND

WHEREAS, the Receiver was appointed pursuant to an Order Granting Plaintiff’s Emergency Ex Parte Motion for Appointment of Receiver and Memorandum of Law entered February 14, 2020 and an Order Granting Emergency Ex Parte Motion for Temporary Restraining Order, Asset Freeze, and Other Injunctive Relief entered February 14, 2020 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 12321 Gulf Blvd, Treasure Island, FL 33706 and 12321 124th Ave, Treasure Island, FL and he is authorized sell Receivership Property with approval of the United States District Court for the Middle District of Florida; and

WHEREAS, Bungalows TI LLC 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 12321 Gulf Blvd, Treasure Island, FL 33706 and 12321 124th Ave, Treasure Island, FL better known as Pinellas County Property Appraiser’s Parcel Id Number:15-31-15-17784-011-0050, 15-31-15-17784-011-0060, 15-31-15-17784-011-0070

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 Eight Hundred Thousand Dollars (\$2,800,000).

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 Fifty Dollars (\$150,000) 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 Five days (5) (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 Devan McKinney of Parsley-Baldwin Realty (“**Buyers’ Agent**”). At Closing, Seller agrees to a One Percent (1%) commission Seller’s Agent pursuant to a separate written agreement by and between Seller and Seller’s Agent. Seller agrees to a Three Percent (3%) commission to Buyer’s Agent. In no event shall the total sales commission owed by the Seller exceed Four Percent (4.0%) 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.

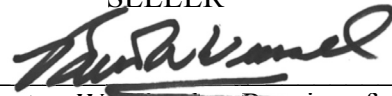
- (c) Captions of the several items of this Agreement are not a part of the context hereof and shall not be used in construing this Agreement, being intended only as aids in locating the various provisions hereof.
- (d) This Agreement shall inure to the benefit of, and be binding upon, the Buyer's successors 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 December 17th, 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@burtonwwi-andpa.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 drmckin11@gmail.com.
- (h) This Purchase Agreement also includes any and all material positions that are needed to run the property as a vacation rental and any items belonging to the property that may include but are not limited to the following: (linens, kitchenware, TVs, furniture, lights, maintenance materials, soaps, conditioners, website, booking systems, held deposits for future bookings scheduled after closing date, surveys, business licenses, 3rd party booking sites to be transferred, and any other system or materials that are used in the normal day to day operation of the property. Once closing date is set Seller will have all vendors issue final invoices to be paid on or before closing. Seller shall provide buyer with contact information for all cleaners, maintenance, lawn, management crews that are used to oversee the property.
- (i) The Due Diligence process shall include but not be limited to the follow: a review of the future bookings which shall be given by allowing Buyer viewable access of booking software, inspection of the property which shall occur Monday-Thursday of any given week.
- (j) 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



Carolyn M Alves as Manager
of VCC RENTALS LLC

SELLER




Burton W Wland as Receiver for Bungalows TI LLC

Date: December 17 2021

Date: 12-17-2021

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

Devan McKinney of Parsley-Baldwin Realty (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)

Pinellas County Parcel ID's:

15-31-15-17784-011-0050

15-31-15-17784-011-0060

15-31-15-17784-011-0070

Legal Description:

CONEY ISLAND BLK 11, LOT 5 LESS RD R/W

CONEY ISLAND BLK 11, LOT 6 LESS RD R/W

CONEY ISLAND BLK 11, LOTS 7 AND 8

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 114 Turner St, Clearwater, FL, 33756 and _____ (hereinafter referred to as the "Grantee") having an address of _____.

WITNESSETH:

That Burton W. Wiand was appointed as Receiver for the Property, as hereinafter described, pursuant to that certain Order Appointing Receiver in *Securities and Exchange Commission v. Brian Davison, et al.*, United States District Court, Middle District of Florida, Tampa Division, Case No.: 8:20-cv-00325-T-35AEP. The sale having been duly approved by Order of The United States District Court, Middle District of Florida, entered _____, 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 Pinellas County, Florida, being more particularly described in Exhibit 2 attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

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

IN WITNESS WHEREOF, Grantor has signed and sealed this Receiver's Deed, the day

and year first above written.

Signed, sealed and delivered in the presence of:

Witness signature

Burton W. Wiand, Receiver

Printed name

Witness signature

Printed name

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, 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 DEED

LEGAL DESCRIPTIONS (subject to change)

Pinellas County Parcel ID's:

15-31-15-17784-011-0050

15-31-15-17784-011-0060

15-31-15-17784-011-0070

Legal Description:

CONEY ISLAND BLK 11, LOT 5 LESS RD R/W

CONEY ISLAND BLK 11, LOT 6 LESS RD R/W

CONEY ISLAND BLK 11, LOTS 7 AND 8

EXHIBIT 2

CASE / FILE NUMBER: N/A

AGENT NAME: Dan Depies

PROPERTY ADDRESS: 12321 Gulf Blvd, Treasure Island 33706

COMPANY NAME: Discovery Properties Group

DATE COMPLETED 12/29/2021

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: 10 % owner occupant 90 % 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: 1

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

General Market Condition Comments:

Absorption rates (rates at which active listings are selling) for 2021 continue to be at record high levels and although third quarter had seen a leveling, rates spiked up in November meaning that homes are selling quickly (sellers market). That along with decreasing inventory of active listings continue to drive prices higher year over year. Hillsborough area like the state of Florida has seen a significant increase in population which is helping drive both the average sale price as well as expanding the rental market.

II. SUBJECT MARKETABILITY

Range of values in the neighborhood is \$ 825000 to \$ 4125000

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

Normal marketing time in the area is: 50 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	12321 Gulf Blvd, Treasure Island 33706			13312 1 st St E, Madeira Beach 33708			279 104 th Ave, Treasure Island 33706			11855 Gulf Blvd, Treasure Island 33706		
Proximity to Subject				.9 REO/Corp <input type="checkbox"/>			1.1 REO/Corp <input type="checkbox"/>			.3 REO/Corp <input type="checkbox"/>		
Sale Price				\$ 2000000			\$ 2950000			\$ 3950000		
Price/Gross Living Area				\$ 572.74 Sq. Ft.			\$623.42 Sq. Ft.			\$ 296.1 Sq. Ft.		
Sale Date & Days on Market				12/3/2021 0			11/30/2021 99			11/29/2021 92		
VALUE ADJUSTMENTS	DESCRIPTION			DESCRIPTION			DESCRIPTION			DESCRIPTION		
	+(-) Adjustment			+(-) Adjustment			+(-) Adjustment			+(-) Adjustment		
Sales or Financing Concessions	None			0			None			0		
Location	Intercoastal			Intercoastal			Intercoastal			Intercoastal		
Site	.20 acre			.28 acre			.30			1.0		
View	None			None			Water view			None		
Design and Appeal	Average			Average			Average			Average		
Quality of Construction	Concrete block			Wood frame			Concrete block			Concrete block		
Age	1951			1942			1962			1954		
Condition	Very good			Very good			Very good			Average		
Above Grade Room Count Gross Living Area	Total	Bdms	Baths	Total	Bdms	Baths	0			Total	Bdms	Baths
	40	10	10	25	4	7	52500			39	11	10
	6332 Sq. Ft.			3492 Sq. Ft.			710000			4732 Sq. Ft.		
Basement & Finished Rooms Below Grade	None			None			0			None		
Heating/Cooling	Central			Split units			100000			Central		
Energy Efficient Items	None			None			0			None		
Garage/Carport	1 spot/unit			1/unit			0			1/unit		
Porches, Patio, Deck Fireplace(s), etc.	Pool Deck			Pool Deck			0			Pool Deck		
Fence, Pool, etc.	Pool			Pool			0			Pool		
Other	None			None			0			None		
Net Adj. (total)							\$1077500			\$58000		
Adjusted Sales Price of Comparable							\$3077500			\$3008000		
										\$3026000		

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	12321 Gulf Blvd, Treasure Island 33706			205 116 th Ave, Treasure Island 33706				12100 Gulf Blvd, Treasure Island 33706				197 116 th Ave, Treasure Island 33706			
Proximity to Subject				.5 REO/Corp <input type="checkbox"/>				.1 REO/Corp <input type="checkbox"/>				.5 REO/Corp <input checked="" type="checkbox"/>			
List Price				\$ 2300000				\$ 2500000				\$ 4125000			
Price/Gross Living Area				\$ 202.25 Sq. Ft.				\$ 661.38 Sq.Ft.				\$ 347.75 Sq.Ft.			
Data and/or Verification Sources				MLS				MLS				MLS			
VALUE ADJUSTMENTS	DESCRIPTION			DESCRIPTION	+/- Adjustment			DESCRIPTION	+/- Adjustment			DESCRIPTION	+/- Adjustment		
Days on Market				90	0			57	0			90	0		
Location	Intercoastal			Intercoastal	0			Intercoastal	0			Intercoastal	0		
Site	.20 acre			.34	-16000			.1	16000			.34	-16000		
View	None			None	0			None	0			None	0		
Design and Appeal	Average			Average	0			Average	0			Average	0		
Quality of Construction	Concrete block			Concrete block	0			Concrete block	0			Concrete block	0		
Age	1951			1978	-30000			1956	0			1971	-30000		
Condition	Very good			Average	300000			Very good	0			Very good	0		
Above Grade Room Count	Total	Bdms	Baths	Total	Bdms	Baths	0	Total	Bdms	Baths	0	Total	Bdms	Baths	0
	40	10	10	45	17	14	-11000	35	8	9	17500	69	24	15	-99500
Gross Living Area	6332 Sq. Ft.			11372 Sq. Ft.			-690000	3780 Sq. Ft.			612000	11862 Sq. Ft.			-690000
Basement & Finished Rooms Below Grade	None			None			0	None			0	None			0
Heating/Cooling	Central			Central			0	Window units			300000	Central			0
Energy Efficient Items	None			None			0	None			0	None			0
Garage/Carport	1 spot/unit			1/unit			0	1/unit			0	1/unit			0
Porches, Patio, Deck Fireplace(s), etc.	Pool Deck			None			225000	None			225000	None			225000
Fence, Pool, etc.	Pool			None			400000	None			400000	None			400000
Other	None			Limited beach accs.			600000	Beach access			-1000000	Intercoastal access			-900000
Net Adj. (total)							\$778000				\$570500				\$-1110500
Adjusted Sales Price of Comparable							\$3078000				\$3070500				\$3014500

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: \$ 3070000.00

Suggested As-Repaired Value: \$ _____

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 is located in an area which is highly desireable to renters either looking for weekly or seasonal leases.

LISTING COMPARABLE COMMENTS:

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

Since none of the active listings had a pool or pool deck, and all were located with varying degree's of beach and water access, large adjustments were need to be made to address features. For this reason, more weight was given to the sold listings for this analysis.

SALES COMPARABLE COMMENTS:

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

More weight was given to the sold comparables since all had pools and pool decks which were similar to the subject.







FHA Case #: N/A		Assigned LLB: Dan Depies	
Subject Property Address: 12321 Gulf Blvd, Treasure Island 33706			
			
Active 1		Sold 1	
			
Active 2		Sold 2	
			
Active 3		Sold 3	

EXHIBIT 3

**Sandi Not**

P: 727.565.9418 / E: SandiNotRealty@gmail.com

ASSESSMENT OF VALUE PROPOSAL // November 1, 2021**12321 Gulf Blvd, Treasure Island FLORIDA 33706****Property Characteristics****ASKING PRICE** **\$3,000,000****THE PROPERTY**

Property Name: The Bungalows
 Property Address: 12321 Gulf Blvd
 City, State ZIP: Treasure Island, Florida 33706
 Assessor's Parcel Number: 15-31-15-17784-011-0060
 Property Use Code: 3913 / HOTELS AND MOTELS (49 UNITS OR LESS) (county)
 39 / HOTELS AND MOTELS (state)

SITE DESCRIPTION

Total Number of Units	10	<u>Avg Rent</u>
		<u>Rates</u>
# 0-Bdrm / Avg Rent	4 / 1-Bath	\$127.50
# 1- Bdrm / Avg Rent	2 / 1-Bath	\$150
# 2-Bdrm / Avg Rent	4/ 2- Bath	\$225
Avg Price Per Unit	\$300,000	
Year Built:	1951	
Rentable Building Area RBA:	6,332	
Number of Buildings / Floors:	Four Buildings / Single Story	
Parking Spaces / Surface:	10 / Asphalt	
Landscaping:	Professionally Landscaped & Irrigation System	
Topography:	Flat	
Parcel Size/ SqFt:	16,991 / 0.39006 Acres	

CONSTRUCTION & MATERIALS

Style: Ten Low Rise Condos Short-Term Rentals
 Class: B
 Foundation: Slab
 Exterior Wall: Concrete Block/ Stucco
 Interior Finish: Drywall / Plaster
 Roof: Single
 HVAC: Central HVAC
 Utilities: Public Water, Sewer & Electric

The Bungalows & Treasure Island Florida Highlights

12321 Gulf Blvd Hotel offers guests low rise condo featuring central AC, full kitchens, and varying unit sizes for higher yields of income for larger units. Located in Treasure Island, walking distance from the 130 unique shops and restaurants of St John's Pass Village on Madeira Beach are also nearby. Guests are a short drive to the Mainland, the Grand Central District, and lively downtown St. Petersburg, where a multitude of trendy retail, top-rated bars, fine and casual dining, and entertainment can all be found.

ASSESSMENT OF VALUE PROPOSAL // 12321 GULF BLVD TREASURE ISLAND, FL / November 1, 2021**Assessment of Sold Comparable
Operating Results**

Property Description	<u>Subject</u> <u>Property</u>	<u>Sold Comparable</u> <u>Property</u>
Address	12321 Gulf Blvd	12100 Gulf Blvd
Proximity to Subject	-	0.2 Miles
Number of Units	10	10
Sale Price	\$3,000,000	\$2,500,000
Price/Gross Living Area	\$473.78 per Sqft	\$295.48 per Sq. Ft.
Occupancy Rate	65.1%	-

INCOME

GROSS RENT REVENUE	\$307,418.14	\$300,000 (Expected)
Other Income Sources	568.59	-
Concessions	-	-
Effective Gross Income	\$307,986.73	-

EXPENSES

Repairs & Maintenance	\$8,471.59	-
Resort Expenses	63,713.74	-
Booking	18,235.66	-
Pest Control	3,534.40	-
Management Fees	55,384.85	-
Grounds & Lawn Care	3,450.00	-
Cable & Internet	13,242.21	-
Utilities / Water /Sewer/Electric	30,540.10	-
Other Operating Expenses	<u>22,183.47</u>	<u>-</u>
Total VARIABLE Expenses	\$218,756.01	-
 R.E. Taxes	 \$30,663.23	 -
Insurance	<u>15,975.54</u>	<u>-</u>
Total FIXED Expenses	\$46,638.77	-

Total Expenses	\$265,394.78	\$
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NET OPERATING INCOME "NOI"	\$42,591.95	\$141,000
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Cap Rate	1.4%	5.6%
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ASSESSMENT OF VALUE PROPOSAL // 12321 GULF BLVD TREASURE ISLAND, FL / November 1, 2021**Subject Property Proforma 12321 Gulf Blvd****Property Address**

Out of Season Avg Rate	\$125	Out of Season Avg Rate	\$125
75% Occupancy (of 210 Out of Season Days)	158 Days	65% Occupancy (of 210 Out of Season Days)	137 Days
Number of Units	<u>10</u>	Number of Units	<u>10</u>
Gross Rental Income (Out of Season)	\$197,500	Gross Rental Income (Out of Season)	\$171,250
Peak Season Avg Rate	\$150	Peak Season Avg Rate	\$150
75% Occupancy (of 155 Peak Season Days)	116 Days	65% Occupancy (of 155 Peak Season Days)	101 Days
Number of Units	<u>10</u>	Number of Units	<u>10</u>
Gross Rental Income (Peak Season)	\$174,000	Gross Rental Income (Peak Season)	\$151,500
Total Projected Gross Income	\$371,500	Total Projected Gross Income	\$322,750

The Bungalows Operating Results Highlights

The Bungalows operates as a short-term "Motel Concept" rental, offering purchasers a high seasonal cash flow and a difference assortment of units ranging from efficiencies to two-bedroom units that bring variable income. The Bungalows Occupancy rate (65.1%) is on low end of Treasure Island average occupancy rate range of 65% - 75%. Also, The Bungalows are getting an average of \$127 a night out of season and \$136 a night during peak season. Net Income was provided but recorded expenses were not available for Sold Comparable, these are critical metrics to verify Sold Comparable revenue. Assumption of Subject property Pro-Forma analysis above using averages of Treasure Island.

ASSESSMENT OF VALUE PROPOSAL // 12321 GULF BLVD TREASURE ISLAND, FL / November 1, 2021**Assessment of Competitive
Comparable Operating Results**

Property Description	<u>Subject Property</u>	<u>Competitive Comparable Property</u>
Address	12321 Gulf Blvd	12315 Gulf Blvd
Proximity to Subject	-	-
Number of Units	10	8
Sale Price	\$3,000,000	\$2,250,000
Price Per Unit	\$300,000	\$281,250

INCOME

GROSS RENT REVENUE	\$307,418.14	\$259,829.87
Other Income Sources	568.59	516.59
Concessions	-	0
Effective Gross Income	\$307,986.73	\$260,346.46

EXPENSES

Repairs & Maintenance	\$8,471.59	\$5,125.00
Resort Expenses	63,713.74	62,477.65
Booking	18,235.66	12,043.10
Pest Control	3,534.40	2,138.48
Management Fees	55,384.85	41,904.48
Grounds & Lawn Care	3,450.00	3,913.00
Cable & Internet	13,242.21	9,638.79
Utilities / Water /Sewer/Electric	30,540.10	14,699.09
Other Operating Expenses	<u>22,183.47</u>	<u>9,647.91</u>
Total VARIABLE Expenses	\$218,756.01	\$161,632.50
 R.E. Taxes	 \$30,663.23	 \$11,052.03
Insurance	<u>15,975.54</u>	<u>10,189.46</u>
Total FIXED Expenses	\$46,638.77	\$21,241.49
 Total Expenses	 \$265,394.78	 \$182,873.99
 NET OPERATING INCOME "NOI"	 \$42,591.95	 \$77,472.47
 Cap Rate	 1.4%	 3.44%

ASSESSMENT OF VALUE PROPOSAL // 12321 GULF BLVD TREASURE ISLAND, FL / November 1, 2021

The Bungalows Valuation & Investment Return Highlights

This extraordinarily unique Florida Gulf Coast short-term rental “Motel” concept Multifamily Offering of The Bungalows, located across the street from the USA’s Top Ranked Treasure Island, features a projected 1.4% List Price Cap Rate. Peak season rates can range on average \$130-170 a night in Treasure Island, The Bungalows are on the lower end of that range. When charging competitive market rates, one can expect occupancy rates ranging from 70% (many well-managed vacation rentals within two blocks of the beach) to as high as 90% (Sunset Vistas @ 12000 Gulf Blvd and Crystal Palms @ 11605 Gulf Blvd Treasure Island).

Proposed Value Range 2,900,000-3,000,000

The Bungalows has capability to increase income with proper management, by increasing average occupancy rate to be greater than 75%, and increasing average nightly rate during peak season, The Bungalows have capability to acquire cap rate range between 2.5-3.0%. Subject Property also offers purchaser long-term asset appreciation with prime location being large factor.

ASSESSMENT OF VALUE PROPOSAL // 12321 GULF BLVD TREASURE ISLAND, FL / November 1, 2021

12321 Gulf Blvd / Recently Provided Photos



Sandi Not

Charles Rutenberg Realty

1545 S Belcher Rd, Clearwater, FL 33764

C: 727.687.7070 / EM: SandiNotRealty@gmail.com

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EXHIBIT 4



Patrick Whitney

Senior Multifamily Investment Advisor

P: 727.450.6575 / E: Patrick.Whitney@CBMultifamily.com

ASSESSMENT OF VALUE PROPOSAL // June 21, 2021 REVISED

SILVER SANDS BUNGALOWS 12321 – TREASURE ISLAND, FLORIDA 33706

Property Characteristics

OFFER PRICE **\$2,750,000**

THE PROPERTY

Property Name: Silver Sands Bungalows
 Property Address: 12321 Gulf Boulevard
 City, State ZIP: Treasure Island, Florida 33706
 Assessor's Parcel Number: 15-31-15-17784-011-0060
 Property Use Code: 3913 / Hotels & Motels 49 Units or Less

SITE DESCRIPTION

Total Number of Units	10	<u>Avg Stay</u>	<u>Occupancy</u>	<u>Avg Rate</u>
Peak Months / December - April	Current	3.00	90.00%	\$175
Peak Months / December - April	Pro-Forma	3.25	90.00%	\$190
Off-Peak Months	Current	2.00	83.20%	\$125
Off-Peak Months	Pro-Forma	2.25	85.00%	\$135
Year Built / Renovated:	1948			
Rentable Building Area RBA:	2,661			
Number of Buildings / Floors:	Two Buildings / Single Story			
Parking Spaces / Surface:	Five / Asphalt			
Landscaping:	Mature Trees / Professionally Landscaped			
Topography:	Flat & Slight Grade			
Parcel Size / SqFt:	17,100 / 0.39256 Acres			

CONSTRUCTION & MATERIALS

Style: Five-Unit Key West Bungalow Short-Term Rentals
 Class: A-
 Foundation: Slab on Grade
 Exterior Wall: Concrete Block / Stucco
 Interior Finish: Drywall / Plaster
 Roof: Gable / Hip
 HVAC: Central HVAC & Wall Units
 Utilities: Public Water, Sewer & Electric

Silver Sands Bungalows & Treasure Island Florida Highlights

Silver Sands Treasure Island offers guests studio, one- and two-bedroom Key West Bungalows featuring central AC and full kitchens. Located in Treasure Island on Gulf Boulevard it is nearly across the street from three miles of sandy white Gulf Coast Beach and five blocks to St John's Pass Village featuring more than 130 unique shops, restaurants, and a waterfront boardwalk. Via nearby Stuart Causeway in Historic Downtown Treasure Island, guests are a short drive to the Mainland, the Grand Central District, and lively downtown St. Petersburg, home of the Dali Museum, Chihuly Collection, and Locale Market, where a multitude of trendy retail, top-rated bars, fine and casual dining, entertainment, and employment destinations can all be found.

ASSESSMENT OF VALUE PROPOSAL // SILVER SANDS 12321 TREASURE ISLAND, FL / June 21, 2021**Operating Results**

INCOME	<u>YTD</u> <u>Jan - May '21</u>		<u>BUYER</u> <u>PRO-FORMA</u>	<u>Variance</u>
^ GROSS RENT REVENUE	\$460,392		\$503,775	9.4%
Turnover / Cleaning Bill-Back	54,326		59,445	9.4%
Concessions	0		0	-
Effective Gross Income	\$514,718		\$563,220	9.4%
EXPENSES		% GRR		% GRR
Repairs & Maintenance	\$19,672		\$20,361	3.5%
Turnover / Cleaning	54,326	11.80%	59,445	11.8%
Resort & Laundry	89,776	19.50%	98,236	19.5%
Grounds & Pool Maintenance	10,041		\$10,392	3.5%
Pest Control	3,454		\$3,575	3.5%
License / Professional / Legal	4,099		\$4,242	3.5%
Utilities / Water / Sewer / Trash	\$18,480		\$19,127	3.5%
Utilities / Electric	\$22,045		\$22,817	3.5%
Utilities / Gas / Cable / Other	\$17,608		\$18,225	3.5%
Admin / Office / Advertising	\$2,936		\$3,039	3.5%
Security / Software / Stripe	\$26,510		\$27,438	3.5%
Total VARIABLE Expenses	\$268,949		\$286,897	6.7%
^^ R.E. Taxes / 2020 & Pro-Forma	\$73		\$41,375	56578.1%
Insurance / Hazard	1,270		\$1,314	3.5%
Insurance / Flood	0		0	-
Management Fee	13.67% 70,362	13.67%	76,992	9.4%
Total FIXED Expenses	\$71,705		\$119,681	66.9%
Total Expenses	\$340,653		\$406,579	19.4%
NET OPERATING INCOME "NOI"	\$174,065		\$156,642	-10.0%
Replacement Reserve	\$0		\$5,000	-
Cash Available for Debt Service	\$174,065		\$151,642	-12.9%
Total VARIABLE Expenses / EGI	52.25%		50.94%	-
Total FIXED Expenses / EGI	13.93%		21.25%	-
Total Expenses / EGI	66.18%		72.19%	-
^ Peak Avg Occupancy / Rate	90.00%		90.00%	
^ Off-Peak Avg Occupancy / Rate	83.20%		85.00%	
Peak Months / December - April				
^^ Seller's Actual & Buyer's Est Based on New Assessment w/ Sale Price			\$2,750,000	

Silver Sands Bungalows Operating Results Highlights

The Silver Sands operates as a short-term rental "AirBNB" concept offering guests Key West Bungalows featuring full kitchens. Seasonal room rates, occupancy, average stay and other short-term occupancy operating details were not available for this analysis, assumptions for these critical metrics are referenced on page one. It is assumed this "12321" (does not include "12315") property has ten units. Based on YTD May 2021 reported Revenue, achievable Peak and Off-Peak Occupancy Rates are assumed to be 90% and 74%, respectively. Our Pro-Forma Analysis assumes similar factors. 2020 reported Expenses have been inflation factored, and R.E. Taxes adjusted based on projected Sales Price. 2020 reported Insurance appears understated, and does not include any premium for flood coverage.

ASSESSMENT OF VALUE PROPOSAL // SILVER SANDS 12321 TREASURE ISLAND, FL / June 21, 2021**Proposed Valuation Range**

	<u>VALUATION ANALYSIS #1</u>	<u>VALUATION ANALYSIS #2</u>	<u>VALUATION ANALYSIS #3</u>
VALUATION RANGE	\$2,500,000	\$2,600,000	\$2,750,000
Cap Rate (A1) w/ P-Forma Rents	6.42%	6.11%	5.70%
Price / Unit	\$250,000	\$260,000	\$275,000
Cap Rate (A2) w/ Seller Rents	4.48%	4.25%	3.93%
Current Rtrn % Yr 1 (B)	6.26%	5.39%	4.20%
Total Rtrn % Yr 1 (C)	10.52%	9.65%	8.46%
Net Operating Income "NOI"	\$160,403	\$158,899	\$156,642
Buyer's vs Sellers	-7.85%	-8.71%	-10.01%
R.E. Taxes	\$37,614	\$39,118	\$41,375
Buyer's vs Sellers	N/A	N/A	N/A
Down Payment	35.00%	35.00%	35.00%
Equity	\$875,000	\$910,000	\$962,500
New Mortgage	\$1,625,000	\$1,690,000	\$1,787,500
I-Rate	4.25%	4.25%	4.25%
Amort Period	25	25	25
Term	10	10	10
I-Only Yr #1 "Yes" or "No"	No	No	No
Annual Debt Service	\$105,639	\$109,864	\$116,203
Net Operating Income "NOI"	\$160,403	\$158,899	\$156,642
Replacement Reserves "RR"	\$5,000	\$5,000	\$5,000
Cash Avail for D.S. (NOI - R.R.)	\$155,403	\$153,899	\$151,642
D.S. Coverage Ratio	1.47	1.40	1.30
Appraiser Just Market Value	\$2,150,000	\$2,236,000	\$2,365,000
R.E. Taxes	\$37,614	\$39,118	\$41,375
R.E. Taxes / JMV	1.75%	1.75%	1.75%

*(A1) Pro-Forma NOI / Price**(A2) Seller Rents & Pro-Forma Exp NOI / Price**(B) (NOI - Debt Ser) / Equity**(C) (NOI - Debt Ser + P Amort) / Equity***Silver Sands Bungalows Valuation & Investment Return Highlights**

This extraordinarily unique Florida Gulf Coast short-term rental "AirBNB" concept Multifamily Property Offering of the Silver Sands Bungalows features a projected 5.7% List Price Cap Rate based on NOI derived from (a) annualized EGI based on 2021 YTD January – May figures; (b) recent actual, and fully-budgeted pro-forma variable expenses having been taken into account; and (c) adjusted real estate taxes based on List Price. Based on the YTD 2021 EGI figures, and taking into consideration reasonable assumptions regarding operating expenses, this analysis projects a roughly 35% Equity Down Payment will produce a stabilized pro-forma Year One Current and Total Returns of 4.2% and 8.4%, respectively.

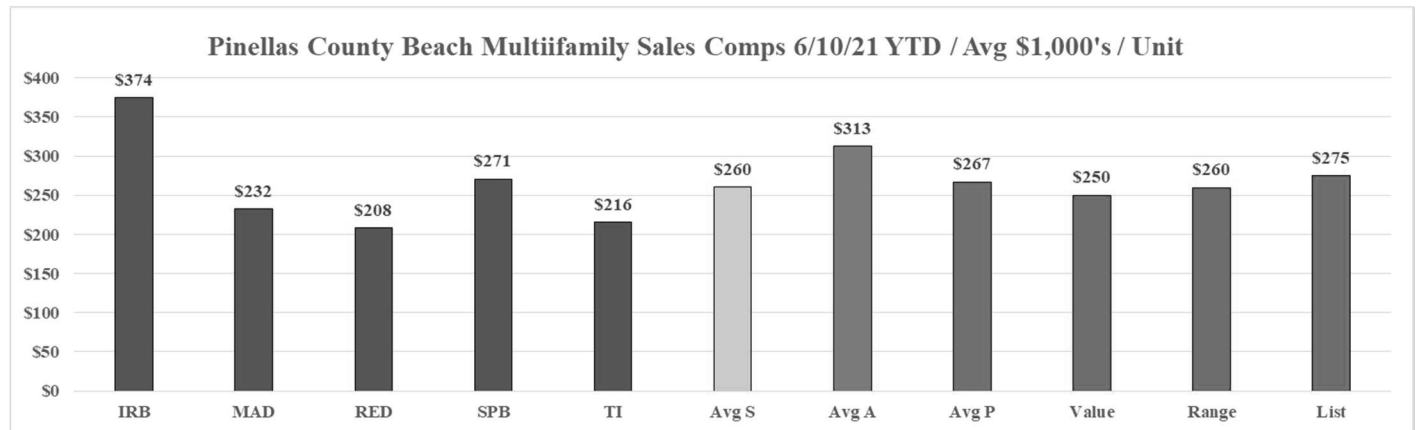
ASSESSMENT OF VALUE PROPOSAL // SILVER SANDS 12321 TREASURE ISLAND, FL / June 21, 2021

Silver Sands Bungalows 12321 / Recently Provided Photos



ASSESSMENT OF VALUE PROPOSAL // SILVER SANDS 12321 TREASURE ISLAND, FL / June 21, 2021

Pinellas County Florida Beach Community Multifamily Sales Comps YTD / June 1, 2020 thru June 10, 2021



*Legend: **IRB**: Indian Rocks Beach – **MAD**: Madeira Beach – **RED**: Redington Beach & Shores – **SPB**: St Pete Beach – **TI**: Treasure Island – **AVG S**: Average YTD SALE Price All Beaches – **AVG A**: Average Current ACTIVE Sales Price All Beaches – **AVG P**: Average Current PENDING Sales Price All Beaches*

Refer to Exhibit

2021 YTD SALES – PINELLAS COUNTY FLORIDA MULTIFAMILY / June 10, 2021

For Comparable MULTIFAMILY Sales Information

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Sources: Pinellas County Appraiser, Pinellas County Realtors MLS

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EXHIBIT 5

NOTICE OF SALE

12321 Gulf Blvd.
Treasure Island, FL 33706

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 12321 Gulf Blvd., Treasure Island, FL 33706 to VVC Rentals LLC for \$2,800,000. The sale is subject to approval by the U.S. 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 offers or inquiries regarding the property or its sale should be made to the Receiver at 114 Turner St. Clearwater, FL 33756. Telephone: (727) 235-6769. Email: Burt@BurtonWWiandPA.com.