

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

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Case No. 8:20-CV-325-T-35MRM

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, et al.,

Relief Defendants.

**RECEIVER'S RESPONSE TO DAVISON'S OBJECTION TO REPORT
AND RECOMMENDATION**

On May 30, 2023, Brian Davison objected to the Magistrate's Report and Recommendation (Doc. 918) recommending that Davison's Motion to Alter or Amend the Final Judgment under Rule 60(b)(5) be denied.¹ (Doc. 925)("Objection") This is the Receiver's response to that Objection.

¹ Defendant's Objection does not address his rejected arguments under Rule 60(b)(1).

Davison contends that the Magistrate's conclusion that Davison's only way to satisfy the Final Judgment is to turn over the assets noted in the Final Judgment is improper. Yet, Davison fails to provide any other explanation or reasoning as to the very clear language of the Final Judgment. The operative language from this Court's Order:

Davison is liable to the Commission for disgorgement of \$24,600,000, representing net profits gained as a result of the conduct alleged in the Amended Complaint, together with prejudgment interest on disgorgement of \$913,060, and a civil penalty of \$1,500,000 pursuant to Section 20(d) of the Securities Act and Section 21(d)(3) of the Exchange Act, for a total of \$27,013,060.

(Doc. 355-1 at 6) In brief, Davison owes the SEC \$27,013,060 however, this sum did not include potential damages from the claims of the Receiver. Because Davison did not have access to or possession of \$27 million in cash, Davison and the SEC negotiated regarding the turnover of assets to fulfill this financial obligation. Due to varying valuations for certain assets (watches, automobiles, real property, breweries), the parties could not agree to specific values for certain assets. Instead, the parties negotiated for months regarding what assets Davison could retain before turning over all other assets to the Receiver to adequately meet this amount.

The Final Judgment related to the claims held by the SEC against Mr. Davison but did not include any claims that the Receiver had against him. Those claims were released by the turnover not only of those assets specifically noted in the Final Judgment but also all other assets (excluding only household items valued at over \$5,000) not specifically retained by Davison in the language of the Assignment and Judgment. The agreement between the SEC and Davison is set forth in the language of this Court's Final Judgment which is the subject of these pending motions:

IT IS FURTHER ORDERED AND ADJUDGED that any obligation of Davison to satisfy the disgorgement, prejudgment interest, and civil penalty payments, due to the Commission as set forth above, shall be deemed satisfied by Davison if he, within 30 days of entry of this Final Judgment, disgorges the following assets to the Court-appointed Receiver.

(Doc. 355-1 at 6-7). The additional obligations to the Receiver are set forth in the Assignment required by the Court's order. Despite Davison's statement to the contrary in his objection, the only way that Mr. Davison could satisfy the obligation was through the turnover of the specified assets. Even in his Objection, Davison does not suggest how else he would otherwise satisfy the obligation.

Interestingly, the language that Davison now seems to complain about was actually meant for his benefit. For example, if the assets, once turned over and liquidated, did not garner \$27 million in proceeds, this very language, like a magic wand, satisfies the SEC's claim against him. In fact, the SEC was taking that risk when it agreed to the list of assets, that perhaps the values of Davison's ill-gotten assets would not result in the anticipated proceeds. The Receiver required the commitment of all Davison's assets to resolve his claims regardless of the value of those assets. Due to the negotiations, diligence and hard work of the Receiver and his team, the Receiver was able to liquidate these assets, in particular the watches, with a seller's premium, and the real property, through an auction premium, to obtain the highest values possible for Davison's defrauded victims. The Final Judgment prohibits Davison from receiving any benefit of the Receiver's efforts.

Davison does not receive the benefit of the Receiver's efforts. This is clearly set forth in the Judgment: "Davison agrees that once he turns over the aforementioned property and assets, he relinquishes all legal and equitable right, title and interest in the property and assets ("Funds"), and no part of the Funds shall be returned to him." (Doc. 355-1 at 9) Regardless of the amount of funds the Receiver is able to generate from his management and liquidation of Davison's assets, Davison specifically agreed, and the Court ordered, that he would not receive any of his assets back. Davison argues that the Magistrate

wrongly referenced this section of the Judgment because Davison is not seeking the return of any assets or funds. But in reality he is. By failing to turn over the promised coins, it is nothing more than a bait and switch of assets, and now Davison can “claim” that the judgment amount has been satisfied. Clearly that is not what the parties agreed to nor what the Court intended in its entry of the Final Judgment.

Davison contends that the Magistrate wrongly distinguished the caselaw cited by Davison wherein courts had, within their discretionary powers, amend judgments based on payments made so that the defendants would not receive a “windfall”. *See, e.g. Johnson Waste Materials v. Marshall*, 611 F.2d 593, 599 (5th Cir. 1908). However, the Magistrate correctly distinguished these cases. First, the satisfaction of the judgment in this case is the turnover the assets. This language is clear in the Final Judgment, a stipulated final judgment to which Davison and his counsel agreed. Second, as mentioned above, Davison cannot take back any of the Funds. Although he is not seeking that, the language implicitly describes the situation in which we find ourselves – assets liquidated at a value over the disgorgement amount. Or as described in the *Johnson Waste* case, a windfall situation. However, the Final Judgment specifically states that the Receiver keeps all proceeds from his liquidation efforts with none reverting to Mr. Davison. Third, there can be no windfall to the Receiver in this situation as he is entitled to all of Davison’s assets not

specifically retained by him as set forth in Exhibit B to the Assignment. Any other conclusion would mean the Receiver is managing and liquidating the assets for the potential benefit of Davison rather than the victims he defrauded. Based on these arguments, the Magistrate correctly distinguished the cases cited by Davison.

Assignment Between Receiver and Davison

Further, Davison fails to mention the Assignment that he signed with the Receiver. See attached Exhibit 1. The Assignment sets forth the same assets to turn over as mentioned in the Final Judgment (Exhibit A) and those assets which Davison may retain (Exhibit B). The Assignment further requires Davison to turn over all household assets valued at more than \$5,000 which are not listed in Exhibit B to the Assignment. There is no monetary amount, like the \$27 million, mentioned in the Assignment, only that Davison may retain only those assets referenced in Exhibit B. Regardless of whether the liquidation of the assets result in proceeds exceeding the disgorgement amount, Davison is required under the terms of the Assignment to turn over those specific assets, including the coins at issue. Under the terms of the Assignment signed by Davison, the Receiver is entitled to various remedies, including sanctions for contempt for Davison's failure to satisfy his obligations under the Assignment. See Exhibit 1 at ¶7.

No Objection to Ruling Under Rule 60(b)(1)

It should be noted that Davison does not object to the Report and Recommendation's holding related to his arguments under Rule 60(b)(1) wherein Davison argued that his failure to turn over the coins was due to mistake. Therefore, that aspect of the Report and Recommendation should be upheld without objection.

CONCLUSION

For the foregoing reasons, the Court should overrule Davison's Objection and adopt that portion of the Report and Recommendation denying Davison's Motion to Alter or Amend the Final Judgment.

Respectfully submitted,

/s/ Katherine C. Donlon

Katherine C. Donlon, FBN 0066941

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DECORT P.A.

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JARED J. PEREZ P.A.

Tel: (727) 641-6562

Attorneys Receiver Burton W. Wiand

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 13, 2023, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

/s/ Katherine C. Donlon

EXHIBIT 1



Assignment.pdf

DocVerify ID: 1C288A7E-ACA3-4341-8C7D-C1A0AD63F600
 Created: May 14, 2021 12:01:09 -8:00
 Pages: 8
 Remote Notary: Yes / State: FL

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E-Signature Summary

E-Signature 1: Burton W. Wiand (BW)

May 14, 2021 12:07:18 -8:00 [5964417D307A] [200.5.63.76]
 burt@burtonwwiandpa.com (Principal) (Personally Known)

E-Signature Notary: Jeffrey C. Rizzo (Jri)

May 14, 2021 12:07:18 -8:00 [47959159F9D6] [47.197.31.145]
 jrizzo@guerraking.com
 I, Jeffrey C. Rizzo, did witness the participants named above electronically sign this document.



ASSIGNMENT

WHEREAS, by orders dated February 14, 2020 and August 17, 2020, the Court in *Securities & Exch. Comm'n v. Brian Davison, et al.*, Case No. 8:20-cv-325-T-35AEP (M.D. Fla.) (the "SEC Receivership Action"), appointed Burton W. Wiand as Receiver (the "Receiver") for EquiAlt, LLC; EquiAlt Fund, LLC; EquiAlt Fund II, LLC; EquiAlt Fund III, LLC; EA SIP, LLC; 128 E. Davis Blvd, LLC; 310 78th Ave, LLC; 551 3rd 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, 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 and all of their subsidiaries, successors, and assigns (collectively, the "Receivership Entities"); and

WHEREAS, Brian Davison has consented to a judgment ("Judgment") with the Securities and Exchange Commission in the SEC Receivership Action. As part of the disgorgement required in the Judgment, Mr. Davison is ordered to enter into this Assignment of assets;

WHEREAS, Brian Davison represents that he has the express authority to enter into this Assignment on behalf of himself, his wife and those entities which he controls, including, but not limited to FL DAV LLC;

NOW, THEREFORE, Brian Davison, intending to be legally bound, and in consideration of the covenants and other good and valuable consideration set forth below, agrees as follows:

1C288A7E-ACA3-4341-8C7D-C1A0AD63F600 --- 2021/05/14 12:01:09 -8:00 --- Remote Notary



(1) Mr. Davison assigns and shall deliver and turn over all assets reflected on Exhibit “A” (List of Specified Assets to Assign and Turn Over to Receiver) attached hereto and made a part hereof or, where necessary, execute the appropriate quitclaim in connection with real estate properties. Mr. Davison will keep all assets reflected on Exhibit “B” (List of Assets to be Retained by Davison) attached hereto and made a part hereof. This General assignment serves to assign to the Receiver the Specified Assets and all assets owned or controlled by Davison other than those assets specifically excluded in Exhibit B. As of those assets described in the accounts included in Exhibit B(i) and (vii), those sums shall be turned over to attorneys at Moses & Singer LLP, counsel for Davison, for disbursement as directed by Davison.

(2) The assets listed on Exhibit “A” shall be turned over to the Receiver within 30 days of the Court’s entry of the Judgment in the SEC Receivership Action. As to the physical assets to be turned over, they shall be deemed turned over by being made available to the Receiver for collection at Mr. Davison’s residence or such other place where the assets are located.

(3) Mr. Davison represents and warrants that the assets listed on Exhibits A and B are the only assets owned by him, his wife or the entities he controls that exceed \$5,000 in value, other than potential claims against professionals and professional services firms that might be asserted in his or his family’s personal capacity, as set out in Exhibit B hereto.

(4) By virtue of this Assignment, the Receiver foregoes any claims that the Receiver would have against Davison, his wife, or the entities he controls except as provided below.

(5) Mr. Davison shall execute a Power of Attorney and such other documentation as may be necessary in order to effectuate the transfer of the assets to be turned over by him pursuant to this Assignment.



(6) Mr. Davison shall also execute the necessary forms and documents, including but not limited to IRS Form 2848, to effectuate an assignment to the Receiver of any tax refund to which any entity under the Receiver's current control may be entitled.

(7) Mr. Davison agrees that any material misrepresentation concerning any of the matters contained herein or the affidavit executed by him in connection with this Assignment, or his failure to satisfy any of the obligations contained in this Assignment, unless such failure is occasioned by the intervening act of a governmental authority, shall constitute a material breach hereof and as such, may entitle the Receiver to seek such remedies as may be appropriate, including, but not limited to, entry of judgment for any unpaid sums of the amount entered in the order of disgorgement entered by the Court in Case No. 8:20-ev-325-T-35AEP, or seeking an order from the Receivership Court for the immediate turnover of any undisclosed property and, where appropriate, sanctions for Contempt.

The Receiver and Davison agree that this Assignment shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division.

INTENTIONALLY LEFT BLANK



In witness whereof the parties have set their hands as of the dates indicated.

Brian D. Davison

Date

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn to and subscribed before me this ____ day of May, 2021, by Brian D. Davison, who [] is personally known to me or [] has produced a driver's license as identification.

Signature

Printed Name

05/14/2021

Date


Signed on 2021/05/14 12:07:18 -8:00

Burton W. Wiand, Receiver for EquiAlt
Receivership Entities

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was sworn to and subscribed before me by means of [] physical presence or [X] **online notarization**, this 14th day of May 2021, by Burton W. Wiand, Receiver who [X] **is personally known** or [] has produced a driver's license as identification.

Notary Public


Signed on 2021/05/14 12:07:18 -8:00

Printed Name: Jeffrey C. Rizzo
Commission #GG 303016

My Commission Expires: April 30, 2023



**EXHIBIT A - LIST OF SPECIFIED ASSETS TO BE ASSIGNED TO AND TURNED
OVER TO RECEIVER**

- (i) Bank Accounts
Bank of America XX4008 – EquiAlt Secured Income Portfolio LP - \$380.20
Bank of America XX4011 – EquiAlt Secured Income Portfolio - \$380.20
Chase XX2758 – Brian Davison - \$114.23
Chase XX9319 – Brian Davison - \$194.15

- (ii) Real Property
128 Biscayne Ave, Tampa, Florida
21 20th St, #5, New York, New York
2101 W. Cypress Avenue, Tampa, Florida
2112 W. Kennedy Blvd., Tampa, Florida
Ritz-Carlton Destination Club – Aspen Highlands (Member #10221246)
Club Wyndham Bonnet Creek (Member #00999151231)
5123 E. Broadway Trailer Park
5 Grindstaff Cove, Sylva, NC

- (iii) Watches and Jewelry
As listed in Exhibit 1 hereto.

- (iv) Funds Held By The Receiver In Trust
\$53,500 – Return of Stovall House Deposit
\$45,834 – return of escrow payment
\$193,911.19 – return of deposits from Miller Motorcars
\$310,000 – return of Simwest deposits
\$327,856.47 – net proceeds from sale of 2009 Ferrari 430 Scuderi M16, 2015 Ferrari F12 Berlinetta, and 2015 Ferrari 458 Speciale
\$45,994.78 – net proceeds from sale of 2020 Bentley Convertible GTC V8
\$75,551.74 – net proceeds from sale of 2019 Rolls Royce Cullinan

- (v) Interest in Breweries
Commerce Brewing
Nantahala Brewing Company, including any security interest held in NBC equipment Bolero Snort

- (vi) Vehicles
2018 Pagani Huayra (VIN ZA9H12UA3JSF76050)
1995 Land Rover Defender VIN SALLDHAF7MA94233)
2016 Mazda MX5 (Chassis #79) (VIN JM1NDAB78G0110587)
1977 Ferrari 308 GTB (VIN 22473)



- (vii) Safes
Dottling “The Gallery”
Dottling “The Liberty”

- (viii) Coins (to be sorted out with Howard)
1 oz Gold American Eagles (61)
1 oz Platinum American Eagles (480)
Elizabeth II (2)
1 oz US Liberty (13)

- (ix) Investments
Sight Shore House, LLC
Merrill Lynch – Accounts ending in 1294, 1295, 9944, 9964, 9965, 9966 (excluding \$500,000 in liquidated positions)

- (x) Domains
Domains listed on the attached Exhibit 2.

- (xi) The contents and assets located on the premises of all properties owned or controlled by the Receivership Entities or entities under the Receiver’s control.

- (xii) All other assets, tangible or intangible, not specifically designated on Exhibit B



EXHIBIT 1 TO EXHIBIT A

Patek Philippe

		Movement	Case #
1	Set of 3 torpedo-boat navigator's trio silver openface pocket watches with power reserve and fitted box (lot #46)		
2	1463A, stainless steel with Breguet numerals	867'604	653'507
3	1463, yellow gold with Breguet numerals	863'087	629'720
4	2499 3rd (Tiffany stamped)		
5	2497, pink gold perpetual calendar with moon phases		
6	3448 Senza Luna, 18k white gold automatic perpetual calendar without moon phases	1'119'585	332'625
7	5980R, 18k rose gold Nautilus chronograph (Tiffany stamped)	5983712	6135259
8	5650G, M18W Aqua	7027674	6146390
9	5270G, 18k "Grand Complications" (Tiffany stamped)	5770755	4659430
10	5204P, platinum "Grand Complications"	5253266	6181686
11	7018/1A, stainless steel ladies' Nautilus bracelet watch	7063334	6187578
12	4936G, 18k white gold and diamond, lady's Complications strap watch (Tiffany stamped)	5891781	6064369
13	5208P sealed, Platinum men's Grand Complication strap watch	5175821	6156013
14	5524G, 18k white gold men's Calatrava Pilot Travel Time watch (Tiffany stamped)	7098556	6177478
15	5522A, stainless steel and 18k white gold, men's Calatrava strap watch	7061574	6192124

16	7099R, Gongola Rose Gold Diamond Paved lady's watch		
17	5960/1A, Stainless steel men's Complications	7127703	6077581
18	5270R, rose gold men's Grand Complications manual wound (Tiffany stamped)	7079275	5216800
19	5270/1R, 18k rose gold Grand Complications, moon phase and leap year, black dial (Tiffany stamped)		
20	5270P, Platinum Grand Complications, moon phase and salmon dial, strap watch (Tiffany stamped)	7079278	6287743
21	5070P, Chronograph, platinum case, manual wind Lemania caliber 27-70 movement; sunburst blue dial with applied Arabic charcoal numerals		
22	5370P, platinum split-seconds chronograph with Breguet numerals and enamel dial		
23	18k pink gold split-seconds chronograph openface pocket watch (lot #29)	66'04	
AT SOTHEBYS			
24	5131P , Platinum and 18k white gold men's Complications world time bracelet watch	7117302	6224488
25	5726A, stainless steel Nautilus annual calendar strap watch (Tiffany stamped)(sealed)	5994109	6127751
26	5990A, Stainless steel, men's Nautilus travel time chronograph bracelet watch (Tiffany stamped)	7125339	6207977
27	5168G, 18k white gold men's Aquanaut strap watch (Tiffany stamped)	7257033	6350618

28	5196P, Platinum men's Calatrava strap watch (Tiffany stamped)	7072030	6174218
29	5204R, 18k rose gold "Grand Complications"	5253454	6176883
30	5524R, 18k rose gold men's Complications Calatrava Pilot Travel Time strap watch (Tiffany stamped)	7217077	6275116
31	5088P, Tiffany platinum Calatrava "Volutes and Arabesques" limited ed. W/cuff links	5929241	6122613
32	5170P, Platinum and diamond men's Complications strap watch (Tiffany stamped)	7079337	6232284
AT PHILLIPS			
33	5304R, pink gold automatic semi-skeletonized minute repeating perpetual calendar with retrograde date, moon phases, leap year indication (Grand Complication)		
34	2499, 4th Series, 18k yellow gold perpetual calendar chronograph wristwatch with moon phase	869'252	2'792'108
35	5040G, 18k white gold perpetual calendar with moon phase, salmon dial, Breguet numerals, sealed	5'738'781	4'722'319
36	5070J, yellow gold with certificate of origin and presentation box	3'146'500	4'086'664

Audemars Piguet

37	Rose Gold Royal Oak Perpetual Calendar	26584OR.OO.1220OR.01	
38	Titanium and platinum automatic with date and integrated bracelet (Royal Oak "Jumbo" Extra-Thin	15202IP.OO.1240IP.01	
39	Royal Oak Jumbo, anthracite colored waffled dial, silver baton hands	067296-A296	
40	AP, stainless steel perpetual calendar wristwatch with moon phase, leap year indicator with green dial (Royal Oak Perpetual Calendar)	26606ST.OO.1220ST.01	
41	Grand Complications; special order, entirety is ceramic		
42	TiPC		
43	Royal Oak Ceramic Perpetual Calendar Openworked		
44	Millenary Rose Gold Mother of Pearl Roman Dial	772470OR.ZZ.A812CR.01	Ladies
45	Stainless steel Royal Oak Double Balance Wheel Openworked (41MM)	15407ST.OO.1220ST.01	
	AT PHILLIPS		
46	Royal Oak 18k pink gold skeletonized wristwatch with integrated bracelet		
47	Royal Oak Offshore, titanium perpetual calendar with moon phase	25854.TI.OO.1150TI	561'118
48	Royal Oak, custom made 18k pink gold with diamond bezel		

Rolex

49	SubmarinerC 40mm #1		
50	Submariner C 40mm #2		
51	Datejust 41 MM	MODEL - 126300	P305U848
52	Daytona 18k yellow gold, ceramic bezel, Paul Newman dial oysterflex		
53	Cosmograph Daytona 40MM 18k Everose Baguette-Cut Rainbow Sapphire Bezel, Diamond-Paved Dial With Baguette-Cut Rainbow Sapphires, 18k Everose Gold Oyster Bracelet	MODEL - 116595RBOW	
54	Deep Sea Seadweller James Cameron	M116660-0003	
55	GMT-Master II 40MM 18k Everose Bidirectional Rotatable Black & Brown Cerachrom Bezel, Black Dial, 18k Everose Oyster Bracelet	MODEL - 126715CHNR	
56	Day Date 40 mm platinum ice blue	17302753	
57	Yacht Master 18k rose gold, ceramic bezel, oysterflex	MODEL 116655	01X329C6
58	Day date Sub dial (1o1)		
59	Datejust J '79		
60	Daytona 6265, stainless steel with metal bezel	6'197'309	
61	Stainless Steel Datejust		
62	Rolex Cosmograph Daytona 40MM 18k Yellow Gold , Tachymeter Black Monobloc Cerachrom Bezel, Screw-Down Push Buttons, Black Index Dial With Champagne Subdials With Oyster Flex Strap	MODEL: 116515LN	70L79151
	AT SOTHEBYS		

63	ROL GMT Master II, white gold with diamond and sapphire-set bezel	116749SABLNR	
64	ROL Submariner, white gold with diamond and sapphire-set bezel, diamond-set lugs	116659SABR	
65	Rolex Sky Dweller, Blue Rolex Sky-Dweller Oyster, 42mm, oystersteel and white gold		
	AT PHILLIPS		
66	GMT-Master, 1675/8 from Tiffany, yellow gold dual-time		
	AT JOYCE LEE		
67	Daytona Stainless Steel, white index dial, ceramic bezel		

Other Watches				
69	Blancpain Tribute to Fifty Fathoms Mil-Spec	5008A-1130-NABA		
70	F.P. Journe platinum tourbillon 13/20 b&p	Numbered 13/20		
71	Richard Mille 11-03			
72	Tudor Black Bay	17770727	M79360DK-001	I990442
AT PHILLIPS				
73	A. Lange & Sohne	147.025		
AT MANUFACTURER				
74	DeWitt Academia			

Jewelry

18k Diamond Calatrava Cross Ring	275.7/1AJ3 SQ 7	
18k Tanzarite Diamond Pendant		
3 stone ring with pink diamonds, 18k rose gold		
Platinum Tanzanite Diamond prong ring		
Platinum Morganite diamond ring		
Platinum 18k Drop Diamond earrings		
18k diamond fringe necklace		
2 Ring rose gold, 2.7 and 2.6 weight		
Necklace, 18k gold diamond and sapphire collar necklace, 513 diamonds with combined weight of 8.03 carats, F-G, VS2-SI1, 82 sapphires, combined weight 9.03		
18k yellow gold ring combining 14.5 by 29 mm brown baroque South Sea pearl set with 1.98 ct. natural cognac diamonds	258118	R-115LO-BR2Y

EXHIBIT 2 TO EXHIBIT A

DOMAINS TO BE TRANSFERRED TO RECEIVER
5193rdaves.com
5193rdavesstpete.com
5193rdavs.com
ACCREDINVEST.COM
AFFINITY-CAPITAL.COM
ALTEQUITY.COM
ALTSE.COM
averagerich.com
averarich.com
baysideresorts.com
betterthanaverarich.com
BLOG.THECASHFLOWSTORE.COM
bluewaterflorida.com
bluewaterstreasureisland.com
briandavisonreit.info
briandavisonreit.net
briandavisonreit.org
briandavisonreit.us, tampabayreit.us, reitreviews.us, nodebtsfrreit.us, zerodebtsfrreit.us, debtreesfrreit.us, sfrreit.us
BUILDSVS.COM
bungalowstreasureisland.com
bwflorida.com
bwflorida.com
bwtreasureisland.com
bwtreasureisland.com
cashflow.com
ceotb.org
citrustrust.com
commercebrewing.com
commercebrewingtampa.com
CONSTRUCTSVS.COM
davisisland.net
davisislandcompany.com
davisislandrentals.com
davisislands.co
davisislandscompany.com
davisislandsrentals.com
debtadversereit.info
debtadversereit.net
debtadversereit.org
debtfreereit.com

DOMAINS TO BE TRANSFERRED TO RECEIVER
debtfreereit.info
debtfreereit.net
debtfreereit.org
debtfreereit.us
debtreesrreit.com
deferredtaxfund.com
deferredtaxfund.net
deferredtaxfund.org
deferredtaxfund.us
DEFERREDTAXREIT.COM
deferredtaxreit.info
DEFERREDTAXREIT.NET
deferredtaxreit.net
DEFERREDTAXREIT.ORG
DEVELOPERLENDING.COM, DEVELOPERMONEY.COM, INVESTINGARTS.COM, SAFEYIELD.COM
DEVELOPERLENDING.INFO
DEVELOPERLENDING.NET
DEVELOPERLENDING.ORG
DEVELOPERMONEY.COM
developsvs.com
eaqof.com
eaqozf.com
egsip.com
equialt.com
EQUIALTASSETMANAGEMENT.COM
EQUIALTCAPITAL.COM
equialtcapitaladvisors.com
EQUIALTEDGE.COM, SECUREEDGE.COM, EQUIALTCAPITAL.COM, EQUIALTFUNDING.COM
EQUIALTEDGE.COM, SECUREEDGE.COM, EQUIALTCAPITAL.COM, EQUIALTFUNDING.COM, KRAVRIP.COM, KRAVSHREAD.COM
EQUIALTFUNDING.COM
equialthistoricpreservations.com
equialthistoricpreservations.info
equialthistoricpreservations.net
equialthistoricpreservations.org
equialthistoricpreservations.us
equialthistoricpreservations.us, oldesthouseintampabay.us

DOMAINS TO BE TRANSFERRED TO RECEIVER
equaltholdings.com
EQUIALTMANAGEMENT.COM
equaltnodebtreit.com
equaltnodebtsecuredincomeportfolioreit.com
equaltproperties.com
equaltpropertymanagement.com
equaltqof.com
equaltqoz.com
equaltqozf.com
equaltqualifiedopportunityfund.com
equaltqualifiedopportunityfund.info
equaltqualifiedopportunityfund.net
equaltqualifiedopportunityfund.org
equaltqualifiedopportunityzonefund.com
equaltqualifiedopportunityzonefund.info
equaltqualifiedopportunityzonefund.net
equaltqualifiedopportunityzonefund.org
equaltreit.com
equaltreit1.com
equaltreitholdings.com
equaltreitone.com
equaltreitpropertymanagement.com
equaltsecuredincomeportfolio.com
equaltsecuredincomeportfolioholdings.com
equaltsecuredincomeportfoliolimitedpartnership.com
equaltsecuredincomeportfolioreit.com
equaltsipreit.com
equaltrust.com
equity.com
EQUITYALT.COM
equityconstructiongroup.com
evergreen.rentals
evergreen.work
EVERGREENAFFILIATES.COM
EVERGREENPRESERVATION.COM
EVERGREENPROPERTYPRESERVATION.COM
evergreensecuredincome.com
fl-man.com
floridacoastalresorts.com
floridamanseltzer.com
floridapropertybuilders.com

DOMAINS TO BE TRANSFERRED TO RECEIVER
GETOFFWALLSTREET.COM
GOEVERGREEN.BIZ
GOPLUCK.COM, MAINSTREETYIELD.COM, RIGHTYIELD.COM
GROW401KIRA.COM, INVEST401KIRA.COM, SMARTIRA401K.COM, TOP10PITFALLSOFTRUSTDEEDINVESTING.COM
GROWIRA401K.COM
GROWYOURDEALERSHIP.BIZ
GROWYOURDEALERSHIP.COM
GROWYOURDEALERSHIP.INFO
GROWYOURDEALERSHIP.NET
GSEAFL.COM
GSEAFL.INFO
GSEAFL.NET
GSEAFL.NET, TAMPAVILLE.NET
GSEAFL.ORG
IINVESTIRA.COM
IINVESTIVE.COM
INCOMEPORTFOLIO.CO
INCOMEPORTFOLIO.COM
INCOMEPORTFOLIO.COM, RENTFL.COM
INCOMEPORTFOLIO.COM, RENTFL.COM
incubatorbrew.com
incubatorbrewing.co
incubator-brewing.com
incubatorbrewing.solutions
incubatorbrewingco.com
inkq-bater.com
inkqbaterbrew.com
inkqbaterbrewing.com
inspiradestinations.com
INVEST401KIRA.COM
INVESTALT.COM, THETAMPANIAN.COM, ALEXADAVISON.COM
INVESTDIVERSE.COM
INVESTINGARTS.COM
INVESTINGARTS.INFO
INVESTINGARTS.NET
INVESTINGARTS.ORG
INVESTREO.INFO
INVESTREO.NET

DOMAINS TO BE TRANSFERRED TO RECEIVER
INVESTREO.US
islandstyle.rentals
islandwayresorts.com
johnsoncity.rentals
keeptherythem.com
KRAVENDURANCE.COM
KRAVSHREAD.COM
leotb.org
leveragefreereit.info
leveragefreereit.net
leveragefreereit.net
leveragefreereit.org
leveragefreereit.org
limiteddebtreit.info
limiteddebtreit.net
limiteddebtreit.org
LIQUIDCASHFLOW.INFO
LIQUIDCASHFLOW.NET
LIQUIDCASHFLOW.ORG
lowdebtreit.com
lowdebtreit.us
lowerdebtreit.info
lowerdebtreit.net
lowerdebtreit.org
lowerdebtreit.org
lowleveragereit.com, lowerdebtreit.com
lowleveragereit.com, lowerdebtreit.com, limiteddebtreit.com, minimaldebtreit.com, debtadversereit.com
lowleveragereit.info
lowleveragereit.net
lowleveragereit.org
mainstreet.com
mainstreetinvesting.com
MAINSTREETYIELD.COM
minimaldebtreit.info
minimaldebtreit.net
minimaldebtreit.org
morethanaverarich.com
murfreesboro.rentals
mynashville.rentals
mystpete.rentals

DOMAINS TO BE TRANSFERRED TO RECEIVER
NOBLINDFUND.COM
NODEBTREIT.BIZ
nodebtreit.biz
nodebtreit.com
NODEBTREIT.INFO
nodebtreit.net
NODEBTREIT.ORG
nodebtsecuredincomereit.com
nodebtsecuredincomereit.com, nodebtreit.com, equialtnodebtreit.com, equialtreitpropertymanagement.com, equialtreitholdings.com, equialtsecuredincomeportfolioholdings.com, securedincomeportfolioreit.com, securedincomeportfoliorest.com, equialtsecuredincomeportfolio.com, equialtreit.com, equialtsecuredincomeportfoliolimitedpartnership.com, equialtsecuredincomeportfolioreit.com, equialtcapitaladvisors.com, equialtpropertymanagement.com, equialtholdings.com, equialtnodebtsecuredincomeportfolioreit.com
nodebtsfrreit.com
nodebtsfrreit.info
nodebtsfrreit.net
nodebtsfrreit.org
noleveragereit.com, leveragefreereit.com, zeroleveragereit.com
noleveragereit.info
noleveragereit.net
noleveragereit.org
notavarich.com
notaveragerich.com
notaverarich.com
notaxfund.com
NOTAXQUALIFIEDFUND.COM
NOTAXQUALIFIEDFUND.INFO
NOTAXQUALIFIEDFUND.NET
notaxqualifiedfund.net
NOTAXQUALIFIEDFUND.ORG
NVSUPPORTSERVICES.COM

DOMAINS TO BE TRANSFERRED TO RECEIVER
NVSUPPORTSERVICES.INFO
NVSUPPORTSERVICES.NET
NVSUPPORTSERVICES.ORG
oldesthouseintampabay.com
oldesthouseintampabay.info
oldesthouseintampabay.net
oldesthouseintampabay.org
oldesthouseintampabay.us
orbittrust.com
patekville.com
patekville.info
patekville.net
patekville.org
patekville.us
pietb.org
PRIVPLACMNT.COM
qof.solutions
qualifieddeferredtaxreit.com
qualifieddeferredtaxreit.info
qualifieddeferredtaxreit.net
qualifieddeferredtaxreit.org
QUALIFIEDNOTAXFUND.COM
qualifiednotaxfund.com, qualifiedzerotaxfund.com, zerotaxfund.com, notaxqualifiedfund.com, zerotaxqualifiedfund.com
qualifiednotaxfund.info
qualifiednotaxfund.net
qualifiednotaxfund.org
qualifiedopportunityzone.us
qualifiedopportunityzonefund.us
qualifiedopprotunityfund.com
qualifiedopprotunityfund.com, notaxfund.com
qualifiedopprotunityfund.info
qualifiedopprotunityfund.net
qualifiedopprotunityfund.org
qualifiedopprotunityzone.com
qualifiedopprotunityzone.us
qualifiedopprotunityzonefund.com
qualifiedopprotunityzonefund.info
qualifiedopprotunityzonefund.net
qualifiedopprotunityzonefund.org
qualifiedopprotunityzonefunds.com

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qualifiedopportunityzonefunds.info

qualifiedopportunityzonefunds.net

qualifiedopportunityzonefunds.org

qualifiedopportunityzones.com

qualifiedopportunityzones.us

qualifiedtaxreit.com

qualifiedtaxreit.info

qualifiedtaxreit.net

qualifiedtaxreit.org

QUALIFIEDZEROTAXFUND.COM

QUALIFIEDZEROTAXFUND.INFO

qualifiedzerotaxfund.info

qualifiedzerotaxfund.net

qualifiedzerotaxfund.org

realestateblueprint.net

realestateblueprintbook.com

realestatewealthprint.com

reitreviews.co

reitreviews.info

reitreviews.net

reitreviews.org

rentdavislands.com

RENTFL.COM

RentFl.com

REOZIP.BIZ

REOZIP.COM

REOZIP.INFO

REOZIP.NET

REOZIP.ORG

RIGHTYIELD.COM

roseriesa.com

RRENEWS.COM

RRENEWS.INFO

RRENEWS.NET

RRENEWS.ORG

SAFE401KIRA.COM

SAFE401KIRA.COM, SAFEIRA401K.COM

SAFEIRA401K.COM

SAFEYIELD.COM

SECUREEDGE.COM

SECUREDINCOME.CO

securedincome.co

DOMAINS TO BE TRANSFERRED TO RECEIVER
securedincome.com
securedincome.us
securedincomeportfolio.com
SECUREDINCOMEPORTFOLIO.COM, SECUREDINCOMEPORTFOLIO.INFO, SECUREDINCOMEPORTFOLIO.NET, SECUREDINCOMEPORTFOLIO.ORG
securedincomeportfolio.info
securedincomeportfolio.net
securedincomeportfolio.org
securedincomeportfolioreit.com
seriesa.info
silversandstreasureisland.com
SmartIRA401k.com
sprouttrust.com
tampabay.rentals
TAMPABAY.RENTALS
TampaBay.rentals
tampabayoldesthouse.com
tampabayoldesthouse.com, oldesthouseintampabay.com, equalthistoricpreservations.com
tampabayoldesthouse.info
tampabayoldesthouse.info
tampabayoldesthouse.net
tampabayoldesthouse.org
tampabayreit.com, briandavisonreit.com
tampabayreit.info
tampabayreit.net
tampabayreit.org
TampaFlorida.rentals
TAMPAVILLE.CO
INCOMEPORTFOLIO.CO
TAMPAVILLE.COM
TAMPAVILLE.COM, SECUREDINCOMEPORTFOLIO.COM
TAMPAVILLE.INFO
TAMPAVILLE.NET
thebungalowstreasureisland.com
THECASHFLOWSTORE.BIZ
THECASHFLOWSTORE.COM, VESTALT.COM, YIELDSTORE.COM

DOMAINS TO BE TRANSFERRED TO RECEIVER
THECASHFLOWSTORE.INFO
THECASHFLOWSTORE.ME
THECASHFLOWSTORE.MOBI
THECASHFLOWSTORE.NET
THECASHFLOWSTORE.ORG
THECASHFLOWSTORE.US
THECASHFLOWSTORE.WS
THEDIVIDENDSTORE.COM
THEHIGHYIELDSTORE.COM
theincubatorbrewing.com
THELIFESETTLEMENTSTORE.COM
THELIFESETTLEMENTSTORE.INFO
THELIFESETTLEMENTSTORE.NET
THELIFESETTLEMENTSTORE.ORG
thesfrflippingguide.com
THETAMPANIAN.CO
THETAMPANIAN.COM
THETAMPANIAN.INFO
THETAMPANIAN.ORG
thewealthprint.com
tik.net
timberridgetn.com
VIEWDIRECTLIVE.COM
WALLSTREETSUCKS.NET
YIELDSTORE.COM
YOUREINVESTED.COM
YOURINVESTED.COM
zerodebtreit.biz
zerodebtreit.com
zerodebtreit.info
zerodebtreit.net
zerodebtreit.org
zerodebtsfreit.com
zeroleveragereit.info
zeroleveragereit.net
zeroleveragereit.org
zeroleveragereit.us, leveragefreereit.us, noleveragereit.us
ZEROTAXFUND.COM
zerotaxfund.info
zerotaxfund.net
zerotaxfund.org

DOMAINS TO BE TRANSFERRED TO RECEIVER
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ZEROTAXQUALIFIEDFUND.COM

ZEROTAXQUALIFIEDFUND.INFO

ZEROTAXQUALIFIEDFUND.NET

ZEROTAXQUALIFIEDFUND.ORG

EXHIBIT B - LIST OF ASSETS TO BE RETAINED BY BRIAN DAVISON

(i) Bank Accounts

Bank of America XXX8041 – The Brian D. Davison Revocable Trust - \$322,480.86
Chase XXS5756 – Davison Capital - \$24,639.50
Chase XXX3995 – Brian and Nicole Davison - \$169,642.20

(ii) Real Property

None

(iii) Watches and Jewelry

Patek Philippe 5711A
Patek Philippe 5711R
Rolex Sub LV
Rolex DJ 31 RG
N. Davison ring, 6.51 ct

(iv) Interest in Breweries

Sunshine Meadery
Smell the Made (to be held in a blind trust)
Rock Brothers

(v) Vehicles

2019 Toyota 4Runner (VIN JTEBU5JR3K5685197)
2012 Ford Fiesta (VIN 3FADP4BJ5CM134343)
2015 Mercedes ML 350 (VIN 4JGDA5JB9FA616063)
2012 SeaRay 300 (SERV1690I112)

(vi) Coins

5 Krugerrands

(vii) Investments

\$500,000 from positions to be liquidated in the Davisons' Merrill Lynch accounts; liquidation decisions will be determined jointly between counsel for Mr. Davison, the Receiver and Mr. Davison's financial advisor at Merrill Lynch.

(viii) Domains

Domains listed on the attached Exhibit 1.

(ix) Other Personal Items

Red Lantern (painting) by Michael Brown

(x) Davison shall be allowed to retain any personal property (including, but not limited to, clothing, mementos, furniture, personal items, housewares, etc.) located at 128 Biscayne Ave, Tampa, Florida and 21 20th St, #5, New York, New York, with the exception of any



such property that exceeds an individual value of \$5,000.

- (xi) Any claims or causes of action that Davison and or his family might have in their individual capacity against any professionals or professional service firms, with the proviso that any such claim is not in the same coverage pool as any claim made by the Receiver. Should any claim made by Davison or his family be part of the same coverage pool as any claim made by the Receiver, such claim shall be subordinated to that of the Receiver; that is, any claims made by Davison or his family shall only be paid once those of the Receiver are satisfied.



EXHIBIT 1 TO EXHIBIT B

DOMAINS TO BE TRANSFERRED TO B. DAVISON
ALEXADAVISON.COM
briandavison.biz
briandavison.CO
briandavison.com
briandavison.INFO
BRIANDAVISON.ME
briandavison.net
briandavison.us
briandavisongroup.com
briandavisonofficial.com
brianddavison.com
cashflowfranchise.com
cashflowstorefranchise.com
CASHREO.COM
cynerj.com
dancersrejuvenate.com
davison.design
DAVISON.WS
davisoncapital.com
davisonfam.com
davisonholdings.com
davisonorg.com
davisonservices.com
EOCENTRALFLORIDA.COM
evergreengo.com
evotrust.com
GrowYourDealership.com
hubke.com
icashflow.com
inqubytr.com
Invest REO
INVESTALT.COM, THECASHFLOWSTORE.COM, LIQUIDCASHFLOW.COM, YIELDSTORE.COM
INVEST-REO.COM
KRAVRIP.COM
LIQUIDCASHFLOW.COM,
mainst.com
THECASHFLOWSTORE.COM
TOP10PITFALLSOFTRUSTDEEDINVESTING.COM
TRUALT.COM
VESTALT.COM
VESTALT.COM, TOP10PITFALLSOFTRUSTDEEDINVESTING.COM,
zanegdavison.com