

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

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

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 VERIFIED UNOPPOSED MOTION TO APPROVE  
PRIVATE SALE OF REAL PROPERTY —  
1244 CATAWBA WAY, MURFREESBORO, TENNESSEE**

Burton W. Wiand, as Receiver over the assets of the above-captioned  
Corporate Defendants and Relief Defendants,<sup>1</sup> moves the Court to approve the

---

<sup>1</sup> 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.

sale of real property located at 1244 Catawba Way, Murfreesboro, Tennessee 37130, (the “**Property**”). The buyer of the Property is Angly & Gerges LLC (the “**Buyer**”), and the purchase price is \$370,000. 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 “**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)**")<sup>2</sup>:

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

28 U.S.C. § 2001(b).

---

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

The 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**

EA SIP TN Holdings 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 single-family home that is approximately 2,183 square feet and includes five bedrooms and three bathrooms. The Receiver has determined that selling the Property in the manner described in this motion is in the best interest of the Receivership.

In order to advertise the sale of the Property, it was listed on the Multiple Listing Service (“MLS”), the industry standard listing service for real estate professionals; and Zillow, the popular real estate listing website.<sup>3</sup> MLS listings reach essentially every real estate broker and agent in the United States, and Zillow is one of the most visited real estate websites in the country. The

---

<sup>3</sup> See <https://www.zillow.com/b/1244-catawba-way-murfreesboro-tn-BLhPYZ/>.



Receiver received multiple offers on the Property. The sale price described in this motion is the highest offer for the Property and is, in the Receiver's opinion, 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**. Exhibits 2, 3, and 4 estimate the value of the Property at \$387,500; \$389,900; and \$392,940 respectively. The Valuations' average total value for the Property is \$390,113. The sale price of \$370,000 is comparable to the Valuations and is thus fair and reasonable. The sale of the Property would constitute a \$370,000 gross recovery for the Receivership Estate. In compliance with Section 2001(b), the sale price of \$370,000 is substantially greater than two-thirds of the average of the Valuations.

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 will publish the terms of the sale in *The Tennessean*, 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**, which will be published shortly after this motion is filed. Pursuant to Section 2001(b), after the 10-day

statutory window for “bona fide offers” has elapsed, the Receiver will advise the Court whether he received any such offer and appropriate steps in response thereto. Absent 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.

### **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 sale for at least four reasons. First, the Receiver is complying with Section 2001(b). Specifically, he obtained the Valuations, and the total sale price is comparable to 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, \$260,076 based on the average of the Valuations. The \$370,000 sale price for the Property is well above that amount. The Receiver will arrange for the terms of the proposed sale to be published in *The Tennessean*. *See Ex. 5*. If no one objects to this motion or submits a "bona fide offer" pursuant to Section 2001(b), 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 \$370,000 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 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.

### **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. Pursuant to the Court's earlier Order (Doc. 640), the Receiver has attached a proposed order as **Exhibit 6**.

Communications with underwriters and title counsel have indicated that including the legal description in the Court's order could promote a quicker

closing 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. The legal description for the Property is as follows:

**Being all of Lot No. 205 of Final Plat, Section V, Eastwoods, according to plat and survey of record in Plat Book 41, page 32, Register's Office for Rutherford County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.**

**Being part of the same property conveyed to Nason Homes, LLC, by Warranty Deed from Tennessee Builders Management Services, LLC, dated 1/31/2018, recorded 2/6/2018, of record in Book 1647, page 1703, in the Register's Office for Rutherford County, Tennessee.**

**Being the same property conveyed to EA SIP TN HOLDINGS, LLC, a Tennessee limited liability company, by Warranty Deed from Nason Homes, LLS, dated August 1, 2018, of record in Record Book 1699, page 2182, in the Register's Office for Rutherford County, Tennessee.**

**LOCAL RULE 3.01(G) CERTIFICATION**

Counsel for the Receiver has conferred with counsel for the SEC and the SEC consents to the relief sought herein and waives any right to appeal an Order granting this Motion.

Respectfully submitted,  
**s/Katherine C. Donlon**  
Katherine C. Donlon, FBN 0066941  
[kdonlon@jnd-law.com](mailto:kdonlon@jnd-law.com)  
**Johnson, Newlon & DeCort, P.A.**

3242 Henderson Blvd., Ste 210  
Tampa, FL 33609  
Tel: (813) 291-3300  
Fax: (813) 324-4629

*Attorney 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

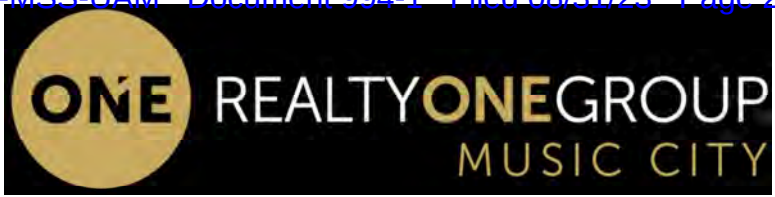
**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on August 31, 2023, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

**s/Katherine C. Donlon**

Katherine C. Donlon, FBN 0066941

# **EXHIBIT 1**



COMPENSATION AGREEMENT BETWEEN LISTING & SELLING BROKER

This compensation agreement ("Agreement") is entered into this 19th day of June, 2023 and relates to: 1244 Catawba Way Murfreesboro TN 37130 ("Property") and ("Buyer").

The undersigned Listing Broker is to be paid real estate compensation by the seller upon the closing of the above stated Property. Listing Broker agrees to share its compensation with the undersigned Selling Broker as set forth below:

Listing Broker (Firm Name) Realty ONE Group Music City
Listing Firm Address: 600 Frazier Drive Suite A123 Franklin TN 37067

Selling Broker (Firm Name)
Selling Firm Address:

Selling Broker shall receive the following compensation: \$ or 2 % of the purchase price of the Property.

In addition, this Agreement is subject to the following terms and conditions:

- 1. This Agreement shall supersede any previous agreements entered into by the parties.
2. Listing Broker shall have no obligation to the Selling Broker for compensation relating to the above referenced Property, Buyer, and Selling Broker if the Purchase and Sale Agreement that Selling Broker is involved in does not close.
3. There shall be no reduction, change or modification to compensation without prior consent of all Brokers involved.
4. If either licensee, subsequent to entering into this Agreement, unilaterally agrees to a reduction in compensation to be received by the licensee's broker without the consent of the other licensee, the amount of reduction shall be deducted solely from the licensee's broker that reduced the compensation.
5. Listing Broker shall have no obligation to pay above compensation to Selling Broker in the event that such is prohibited by a court order and/or instruction from a lender as could occur in situations including but not limited to, short sales, foreclosures, and bankruptcy proceedings. In the event that such compensation is limited and/or prohibited by such order or instruction, Listing Broker shall only be obligated to pay Selling Broker the compensation which is permitted by such order or instruction. Listing Broker shall advise Selling Broker of any such order or instruction and with permission of both parties provide evidence of such as soon as possible.

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

Signature box for Kyle Gibson, Listing Broker/FIRM, Realty ONE Group Music City, 600 Frazier Drive Suite A123, Franklin TN 37067, 615-636-8244, kyle@realtyonemusiccity.com

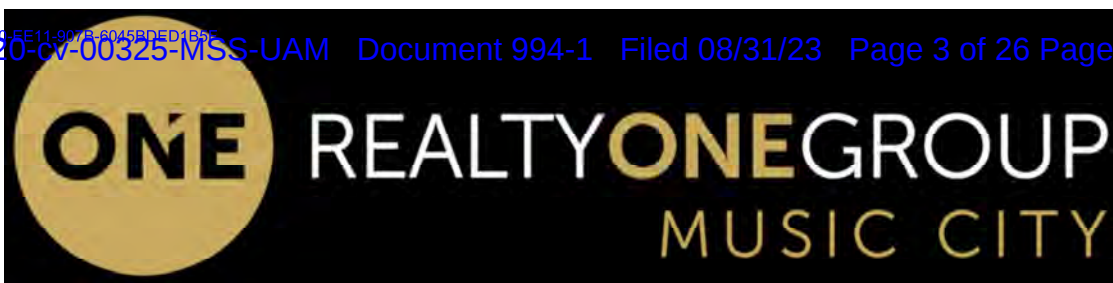
Signature box for Fady Athanasious, SELLING BROKER/FIRM, Realty one group music city, 29220 berry hill dr nashville tn

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk.

This form is copyrighted and may only be used in real estate transactions in which Kyle Edward Gibson is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.







### CONFIRMATION OF AGENCY STATUS

1 Every real estate licensee is required to disclose licensee's agency status in a real estate transaction to any buyer or seller  
 2 who is not represented by an agent and with whom the Licensee is working directly in the transaction. The purpose of  
 3 this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must  
 4 be provided to any signatory thereof. As used below, "Seller" includes sellers and landlords; "Buyer" includes buyers  
 5 and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this  
 6 transaction:

7 The real estate transaction involving the property located at:  
 8 1244 Catawba Way Murfreesboro TN 37130  
 9 PROPERTY ADDRESS

10 <b>SELLER NAME:</b> <u>Burton W Wiand as Receiver for EA SIP TN Holdings LLC</u>	<u>Angly &amp; Gerges LLC</u>
11 <b>LICENSEE NAME:</b> <u>Kyle Gibson</u>	<b>BUYER NAME:</b> <u>Fady Athanasyous</u>
12 in this consumer's current or prospective transaction is	in this consumer's current or prospective transaction
13 serving as:	is serving as:
14 <input type="checkbox"/> <b>Transaction Broker or Facilitator.</b>	<input type="checkbox"/> <b>Transaction Broker or Facilitator.</b>
15 (not an agent for either party).	(not an agent for either party).
16 <input type="checkbox"/> <b>Seller is Unrepresented.</b>	<input type="checkbox"/> <b>Buyer is Unrepresented.</b>
17 <input type="checkbox"/> <b>Agent for the Seller.</b>	<input type="checkbox"/> <b>Agent for the Buyer.</b>
18 <input checked="" type="checkbox"/> <b>Designated Agent for the Seller.</b>	<input checked="" type="checkbox"/> <b>Designated Agent for the Buyer.</b>
19 <input type="checkbox"/> <b>Disclosed Dual Agent (for both parties),</b>	<input type="checkbox"/> <b>Disclosed Dual Agent (for both parties),</b>
20 with the consent of both the Buyer and the Seller	with the consent of both the Buyer and the Seller
21 in this transaction.	in this transaction.

22 This form was delivered in writing, as prescribed by law, to any unrepresented buyer **prior to the preparation of any offer to**  
 23 **purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the Licensee is listing a**  
 24 **property without an agency agreement) prior to execution of that listing agreement.** This document also serves as  
 25 confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services  
 26 were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any  
 27 complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of  
 28 limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710  
 29 James Robertson Parkway, 3<sup>rd</sup> Floor, Nashville, TN 37232, PH: (615) 741-2273. **This notice by itself, however, does not**  
 30 **constitute an agency agreement or establish any agency relationship.**

31 By signing below, parties acknowledge receipt of Confirmation of Agency relationship disclosure by Realtor® acting as  
 32 Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code  
 33 of Ethics and Standards of Practice.

34  <u>1-24-2023</u>	 <u>06/21/2023</u>
35 Seller Signature <u>Burton W Wiand as Receiver for EA SIP TN Holdings LLC</u> Date	Buyer Signature <u>Angly &amp; Gerges LLC</u> Date
36 _____	_____
37 Seller Signature <u>EA SIP TN Holdings LLC</u> Date	Buyer Signature <u>Fady Athanasyous</u> Date
38  _____	38 <u>06/21/2023</u>
39 Listing Licensee <u>Kyle Gibson</u> Date	Selling Licensee _____ Date
40 <u>Realty One Group Music City</u>	<u>Realty one group music city</u>
41 Listing Company _____	Selling Company _____

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which Kyle Edward Gibson is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.





### TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1 Property Address: 1244 Catawba Way Murfreesboro TN 37130  
2 Seller: Burton W Wiand as Receiver for EA SIP TN Holdings LLC

3 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units  
4 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential  
5 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may  
6 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'  
7 rights and obligations under the Act. A complete copy of the Act may be found at: <http://www.tn.gov/regboards/trec/law.shtml>.  
8 (See Tenn. Code Ann. § 66-5-201, et seq.)

- 9 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to  
10 the best of the seller's knowledge as of the Disclosure date.
- 11 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 12 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have  
13 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 14 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain  
15 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code  
16 Ann. § 66-5-204).
- 17 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 18 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless  
19 agreed to in the purchase contract.
- 20 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 21 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted  
22 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which  
23 had no effect on the physical structure of the property.
- 24 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only  
25 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form  
26 (See Tenn. Code Ann. § 66-5-202).
- 27 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,  
28 court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not resided on the  
29 property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
- 30 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,  
31 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the  
32 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 33 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is  
34 not required to repair any such items.
- 35 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a  
36 disclaimer statement with no representations or warranties. (See Tenn. Code Ann. § 66-5-202).
- 37 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer  
38 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 39 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees  
40 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 41 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited  
42 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage  
43 disposal system permit.

This form is copyrighted and may only be used in real estate transactions in which Kyle Edward Gibson is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



44 17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results  
 45 of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the  
 46 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as  
 47 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive  
 48 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has  
 49 ever been moved from an existing foundation to another foundation.

50 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above acknowledge  
 51 that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this information  
 52 was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential Property Condition  
 53 Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential Property Condition  
 54 Exemption. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any legal questions  
 55 they may have regarding this information or prior to taking any legal actions.

56 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must provide  
 57 information about the condition of the property. This completed form constitutes that disclosure by the Seller. The information  
 58 contained in the disclosure is the representation of the owner and not the representation of the real estate licensee or sales  
 59 person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers may  
 60 wish to obtain.

61 **Buyers and Sellers should be aware that any sales agreement executed between the parties shall supersede this form as**  
 62 **to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified**  
 63 **below and/or the obligation of the buyer to accept such items "as is."**

64 The undersigned Seller of the property described as 1244 Catawba Way Murfreesboro TN 37130 does  
 65 hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as  
 66 provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209  
 67 for the following reason(s):

- 68  This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration  
 69 of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a  
 70 bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- 71  This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by  
 72 a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who  
 73 has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired  
 74 the real property by a deed in lieu of foreclosure.
- 75  This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship  
 76 or trust.
- 77  This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to  
 78 apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy  
 79 in common and the transfer will be made from one (1) or more of the owners to another owner or co-owners holding  
 80 property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- 81  This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- 82  This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- 83  This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of consanguinity  
 84 of one (1) or more of the transferors.
- 85  This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- 86  This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- 87  This is a transfer of any property sold at public auction.
- 88  This is a transfer of any property where the owner has not resided on the property at any time within three (3) years  
 89 prior to the date of transfer.
- 90  This is a transfer from a debtor in a chapter 7 or a chapter 13 bankruptcy to a creditor or third party by a deed in lieu  
 91 of foreclosure or by a quitclaim deed.

92 Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior  
 93 injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever  
 94 been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests or  
 95 soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment  
 96 and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn.

This form is copyrighted and may only be used in real estate transactions in which Kyle Edward Gibson is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at (615) 321-1477.





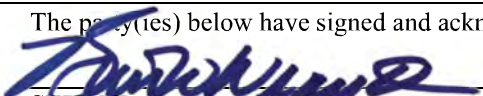
97 Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development and  
98 upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed.

99	<b>ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:</b>	<b>YES</b>	<b>NO</b>	<b>UNKNOWN</b>
100	1. Is there an exterior injection well anywhere on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
101	2. Is seller aware of any percolation tests or soil absorption rates being	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
102	performed on the property that are determined or accepted by			
103	the Tennessee Department of Environment and Conservation?			
104	If yes, results of test(s) and/or rate(s) are attached.			
105	3. Has any residence on this property ever been moved from its original	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
106	foundation to another foundation?			
107	4. Is this property in a Planned Unit Development? Planned Unit Development	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
108	is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,			
109	controlled by one (1) or more landowners, to be developed under unified control			
110	or unified plan of development for a number of dwelling units, commercial,			
111	educational, recreational or industrial uses, or any combination of the			
112	foregoing, the plan for which does not correspond in lot size, bulk or type of			
113	use, density, lot coverage, open space, or other restrictions to the existing land			
114	use regulations." Unknown is not a permissible answer under the statute.			
115	5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
116	Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of			
117	limestone or dolostone strata resulting from groundwater erosion, causing a			
118	surface subsidence of soil, sediment, or rock and is indicated through the			
119	contour lines on the property's recorded plat map."			
120	6. Was a permit for a subsurface sewage disposal system for the Property issued	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
121	during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If			
122	yes, Buyer may have a future obligation to connect to the public sewer system.			

123 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its  
124 improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which builder  
125 offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213. Furthermore,  
126 the Buyer should make or have made on the Buyer's behalf a thorough and diligent inspection of the property.

127 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is  
128 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or  
129 the condominium association, as applicable, pursuant to Tennessee Code Annotated § 66-27-502.

130 The party(ies) below have signed and acknowledge receipt of a copy.


131 

132 **SELLER** Burton W Wiant as Receiver for EA SIP TN Holdings LLC **SELLER EA SIP TN Holdings LLC**

133 1-24-2023 at \_\_\_\_\_ o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

134 **Date** **Date**

135 The party(ies) below have signed and acknowledge receipt of a copy.

136  06/21/23

137 **BUYER** **BUYER**

138 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

139 **Date** **Date**

*NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.*

This form is copyrighted and may only be used in real estate transactions in which Kyle Edward Gibson is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at (615) 321-1477.



## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter “Agreement”), is entered into this the date last executed by the parties (the “Effective Date”), by and between Angly & Gerges LLC (hereinafter, the “Buyer” or “Buyers”) and Burton W Wiand as Receiver for EA SIP TN HOLDINGS LLC, a Tennessee limited liability company (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 at **1244 Catawba Way, Murfreesboro, TN 37130** and he is authorized sell Receivership Property with approval of the United States District Court for the Middle District of Florida; and

WHEREAS, EA SIP TN HOLDINGS LLC, a Tennessee limited liability company, 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 **1244 Catawba Way, Murfreesboro, TN 37130**, also known as Tax Parcel ID Number: **081N-E-023.00**

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, consisting of all of Seller's right, title, and interest in and to all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as: **1244 Catawba Way, Murfreesboro, TN 37130**, as recorded in Rutherford County Register of Deeds Office, Record Book **1699, Page 2182**, and as further described as: Tax Parcel ID **081N-E-023.00**, together with all fixtures, landscaping, improvements, and appurtenances, all being hereafter collectively referred to as the "Property." **PROPERTY SOLD "AS IS"**.

**2. Purchase Price & Contingencies:** Purchase Price, Method of Payment and Closing Expenses. Buyer warrants that, except as may be otherwise provided herein, Buyer will at Closing have sufficient cash to complete the purchase of the Property under the terms of this Lot/Land Purchase and Sale Agreement (hereinafter "Purchase and Sale Agreement" or "Agreement"). The purchase price to be paid is: \$370,000, \_\_\_\_\_ U.S. Dollars, ("Purchase Price") which shall be disbursed to Seller or Seller's Closing Agency by one of the following methods:

- i. a Federal Reserve Bank wire transfer;
- ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR
- iii. other such form as is approved in writing by Seller.

**A. Court Approval Contingency.** 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 pre-scribed by the Court, as described in 28 U.S.C. § 2001(b) (a "Bona Fide Offer"). Buyer 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 ten (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 herein 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, as defined below. 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 Buyer.

**B. Appraisal. (Select either 1 or 2 below. The sections not checked are not a part of this Agreement).**

- 1. This Agreement **IS NOT** contingent upon the appraised value either equaling or exceeding the agreed upon Purchase Price.
- 2. This Agreement **IS CONTINGENT** upon the appraised value either equaling or exceeding the agreed upon Purchase Price. If appraised value is equal to or exceeds the Purchase Price, this contingency is satisfied. In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer shall promptly notify the Seller via the notification form or written equivalent notice. Buyer shall then have 3 days to either:
  - 1. waive the appraisal contingency via the notification form or equivalent written notice

**OR**

  - 2. terminate the agreement by giving notice to seller via the notification form or equivalent written notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money.

In the event Buyer fails to either waive the appraisal or terminate the agreement as set forth above, this contingency is deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of contract. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon purchase price.

**C. Financial Contingency - Loan(s) To Be Obtained:** This Agreement is conditioned upon Buyer’s ability to obtain a loan(s) in the principal amount up to 80% of the Purchase Price listed above to be secured by a deed of trust on the Property. “Ability to obtain” as used herein means that Buyer is qualified to receive the loan described herein based upon Lender’s customary and standard underwriting criteria. In consideration of Buyer, having acted in good faith and in accordance with the terms below, being unable to obtain financing within thirty (30) days after the Effective Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is defined herein as the financial institution funding the loan.

The loan shall be of the type selected below (Select the appropriate boxes. Unselected items will not be part of this Agreement):

- Conventional Loan       Rural Development/USDA
- Other \_\_\_\_\_

Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms and conditions of this Agreement are fulfilled and the new loan does not increase any costs charged to Seller. Buyer shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.

**Loan Obligations: *The Buyer agrees and/or certifies as follows:***

- (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall pay for credit report. Buyer shall immediately notify Seller or Seller’s representative of having applied for the loan and provide Lender’s name and contact information, and that Buyer has instructed Lender to order credit report. Such certifications

- shall be made via the Notification form or equivalent written notice;
- (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via the Notification form or equivalent written notice that:
    - a. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan Estimate; and
    - b. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
  - (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;
  - (4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator;
  - (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or sale of any other real property and the same shall not be used as the basis for loan denial; and
  - (6) Buyer shall not intentionally make any material changes in Buyer’s financial condition which would adversely affect Buyer’s ability to obtain the Primary Loan or any other loan referenced herein.

Should Buyer fail to timely comply with 2.C.(1) and/or 2.C.(2) above and provide notice as required, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller’s obligation to sell is terminated.

**THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.**

**Financial Contingency Waived** (e.g. “All Cash”, etc.):

Buyer’s obligation to Close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer will furnish proof of available funds to close in the following manner: \_\_\_\_\_ (e.g. bank statement, Lender’s commitment letter) within five (5) days after Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller’s obligation to sell is terminated. Failure to Close due to lack of funds shall be considered default by Buyer.

**D. Property Sale Contingency.** The Buyer’s obligations to purchase the Property herein shall be contingent on the Buyer’s successful sale of Buyer’s property located at  
 N/a

(“**Buyer’s Property**”). At all times during the term of this Agreement, Buyer shall use good faith efforts to sell Buyer’s Property. Upon Buyer entering into a purchase and sale agreement for the sale of Buyer’s Property (“**Sale Contract**”), Buyer shall promptly notify Seller of such Sale Contract and shall provide a copy to Seller. Buyer shall have thirty (30) days after the Binding Agreement Date of the any Sale Contract entered into by Buyer in which to determine whether Buyer will proceed with the purchase of the Property under this Agreement. During such thirty (30) day period, Buyer shall have the right to terminate this Agreement in the event the Sale Contract is terminated, by providing written notice to Seller. In the event that the Buyer does not terminate this Agreement within such thirty (30) day period, Buyer shall be deemed to have waived this contingency and the Earnest Money shall be non-refundable and Buyer shall have no right to terminate this Agreement pursuant to this Section 2.D.



**Kick-out Clause:** Seller reserves the right to continue to market the Property. Seller may accept secondary (backup) agreements from other buyers. If Seller chooses to replace (or “kick-out”) the primary Agreement with an accepted secondary agreement, Seller must deliver to the primary Buyer written Notice of Acceptance of a Secondary Agreement. In this event, the primary Buyer must deliver to the Seller no later than 5:00 PM, three (3) calendar days after the Seller’s delivery of Notice of Acceptance of a Secondary Agreement, either: (1) a written Notice of Cancellation of Purchase and Sale Agreement, and all earnest money must be refunded to Buyer; OR (2) a written Notice of Contingency Removal that removes all contingencies regarding the sale and closing of Buyer's Property. Evidence of the sale, or a lender’s commitment for a bridge loan, or documented proof of available funds adequate to close must accompany the Notice of Contingency Removal. Should the Buyer deliver a Notice of Contingency Removal and then fail to close for any reason (other than the fault of the Seller), the Earnest Money will be non-refundable and will be paid to the Seller upon the expiration of the Purchase and Sale Agreement.

- E. Closing Expenses.** 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. **In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter “FIRPTA”), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer’s Closing Agent at the time of Closing.** In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. It is Seller’s responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.

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.

**Title Expenses.** Buyer shall pay cost of title search, mortgagee’s policy and owner’s policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be by Buyer. Simultaneous issue rates shall apply.

**The Closing Agency for Buyer and Seller shall be Gardner Title & Escrow; 4235 Hillsboro Pike, Suite 300, Nashville, Tennessee 37215, 615-810-0171, [orders@gardnertitle.com](mailto:orders@gardnertitle.com).**

**3. Earnest Money/Trust Money.** Buyer has paid or will pay within three (3) business days after the Binding Agreement Date to Gardner Title and Escrow (name of Holder) (“Holder”) located at 4235 Hillsboro Pike, Suite 300, Nashville, Tennessee 37215 (address of Holder), an Earnest Money/Trust Money deposit of \$ 3,700 by check (OR \_\_\_\_\_) (“Earnest Money/Trust Money”).

- A. Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money (if applicable) is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored, for any reason by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller of the Buyer’s failure to deposit the agreed upon Earnest Money/Trust Money. **Buyer shall then have one (1) day to deliver Earnest Money/Trust Money in immediately available funds to Holder.** In the event Buyer does not deliver such funds, Buyer is in default and Seller shall have the right to terminate this Agreement by delivering to Buyer or Buyer’s representative written notice via the Notification form or equivalent written notice. In the event Buyer delivers the Earnest Money/Trust Money in immediately available funds in the form of a wire transfer or cashier’s check to Holder before Seller elects to terminate, Seller shall be deemed to have waived his right to terminate, and the Agreement shall remain in full force and effect.
- B. Handling of Earnest Money/Trust Money upon Receipt by Holder.** Earnest Money/Trust Money (if applicable) is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money/Trust Money section or as specified in the Special Stipulations section contained herein. Holder shall disburse Earnest Money/Trust Money only as follows:
- (a) at Closing to be applied as a credit toward Buyer’s Purchase Price;
  - (b) upon a written agreement signed by all parties having an interest in the funds;
  - (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money/Trust Money;
  - (d) upon a reasonable interpretation of the Agreement; or
  - (e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over the matter.

Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney’s fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder’s duties under this Earnest Money/Trust Money section. Earnest Money/Trust Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.

- C.** 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.

**4. Closing, Prorations, Special Assessments and Association Fees.**

**A. Closing Date.** This transaction shall be closed (“Closed”) (evidenced by delivery of deed required herein and payment of Purchase Price, the “Closing”), and 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 (the “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 Closing shall occur in escrow on the Closing Date at the offices of the Title Company or at such other place as the parties may mutually agree in writing or remotely by mail, overnight courier, or electronic delivery of all closing documents. Any failure to Close by the Closing Date does not extinguish a party’s right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or equivalent written agreement.

**Possession.** Possession of the Property is to be given at closing as evidenced by delivery of Receiver Deed and payment of Purchase Price;

**B. Prorations.** Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar year in which the sale is Closed shall be prorated as of the Closing Date. In the event of a change or reassessment of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents, dues, maintenance fees, and association fees for prior years and roll back taxes, if any, will be paid by Seller. 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.

**C. Special Assessments.** Buyer shall be responsible for all Special Assessments approved or levied at any time, including prior to the Closing Date.

**D. Association Fees.** Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees, statement of accounts, capital expenditures/contributions incurred due to the transfer of the Property and/or like expenses which are required by the association, property management company and/or the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).

**5. 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 “A” attached hereto.

If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information discloses material defects, Buyer may, at Buyer’s discretion:

- (1) accept the Property with the defects OR
- (2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to the Closing Date, Buyer may elect to extend the Closing Date by mutual written agreement evidenced by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer shall be entitled to a

refund of Earnest Money/Trust Money.

Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee will insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the issuing title insurance company.

**6. Inspections.**

- A. ALL INSPECTIONS ARE TO BE MADE AT BUYER'S EXPENSE.** Buyer, its inspectors and/or representatives shall have the right and responsibility to enter the Property during normal business hours for the purpose of making inspections and/or tests. Buyer agrees to indemnify Seller for the acts of themselves, their inspectors and/or representatives in exercising their rights under this section. Buyer's obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable. Buyer shall make such inspections as indicated in this section and either accept the Property in its present condition by written notice to Seller or terminate the Agreement as provided for below. Buyers shall promptly deliver to Seller copies of the results of all of Buyers' inspections, appraisals and/or examinations.
- B. Inspection Period.** Buyer shall have the right to review all aspects of the Property, including but not limited to, all governmental, zoning, soil and utility service matters related thereto. In consideration of Buyer having conducted Buyer's good faith review as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall provide written notification to Seller and/or Seller's Broker within 10 days after Binding Agreement Date that Buyer is not satisfied with the results of such review, and this Agreement shall automatically terminate and Broker shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide notice, then this contingency shall be deemed to have been waived by Buyer. Seller acknowledges and agrees that Buyer and/or his agents and employees may have free access during normal business hours to visit the Property for the purpose of (1) inspection thereof and (2) conducting such soil and other tests thereon as are deemed reasonably necessary by Buyer. Buyer hereby agrees to indemnify and hold Seller, Broker, and Broker's Affiliated Licensees harmless from and against any and all loss, injury, cost, or expense associated with Buyer's inspection of and entry upon Property.
- C. Condition of Premises.** 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.

**7. Casualty and Condemnation.**

- A. Casualty.** Risk of loss up to and including the Closing Date shall be borne by Seller. In the event of any material damage to the Property or any portion thereof, including without limitation the release or discharge of Hazardous Substances, as hereinafter defined, on the Property, Buyer may, at its option, by notice to Seller given within ten (10) days after Buyer is notified by Seller in writing of such damage (and if necessary the Closing Date shall be extended to give Buyer the full 10-day period to make such election): (i) terminate this Agreement and the Earnest Money shall be

immediately returned to Buyer or (ii) proceed under this Agreement, receive any insurance proceeds due Seller as a result of such damage and assume responsibility for such repair together with an amount equal to any applicable deductible under Seller's insurance policy. If Buyer elects (ii) above, Buyer may extend the Closing Date for up to an additional 10-day period in which to permit Seller to obtain insurance settlement agreements with Seller's insurers. If the Property is not materially damaged, then Buyer shall not have the right to terminate this Agreement, but Seller shall at its cost repair the damage before the Closing substantially to their former condition, or if repairs cannot be completed before the Closing, credit Buyer at Closing an amount equal to the total uncompleted restoration costs (inclusive of contractor fees). "Material damage" and "Materially damaged" means damage reasonably exceeding \$25,000.00.

**B. Condemnation.** If, prior to the Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Buyer shall have the option of (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Buyer or (b) canceling this Agreement, in which event the Earnest Money shall be returned to Buyer and this Agreement shall be terminated with neither party having any rights against the other

**8. 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 **Kyle Gibson** of Realty One Group Music City ("**Seller's Agent**") and Fady Athanasyous ("**Buyers' Agent**"). At Closing, Seller agrees to a **two Percent (2%)** commission Seller's Agent pursuant to a separate written agreement by and between Seller and Seller's Agent. Seller agrees to a **two Percent (2%)** commission to Buyer's Agent. In no event shall the total sales commission owed by the Seller exceed **four Percent (4%)** of the Purchase Price.

**9. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for building products and construction techniques; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect the Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation actions involving the Property; for acreage or square footage; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto.



**10. Default.** In the event of a default by Buyer under this Agreement, Seller, as its sole remedy, at law, or in equity, shall be entitled to retain the Earnest Money as full liquidated damages, which sum the parties agree is a reasonable sum considering all the circumstances existing on the date of this Agreement, including the relationship of the sum to the range of harm to Seller that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. If Seller shall breach any of the terms or provisions of this Agreement or otherwise fail to perform any of Seller's obligations under this Agreement at or prior to Closing, and if such failure continues for ten (10) days after Buyer provides Seller and Title Company with written notice thereof, and provided Buyer is not then in default, then Buyer may, as Buyer's sole remedies for such failure: (a) waive the effect of such matter and proceed to consummate this transaction as modified by such breach; or (b) terminate this Agreement and receive a full refund of the Earnest Money, in the aggregate as full liquidated damages for Buyer's damages. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies, rights and/or obligations as a defense in the event of a dispute. Notwithstanding anything to the contrary contained herein, in no event shall either party be liable for consequential, incidental, exemplary or punitive damages as a result of its default under this Agreement.

**11. General Provisions:**

- (a) Choice of Law. This Agreement shall be governed by the laws of Tennessee.
- (b) Venue. 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) Attorneys' Fees. The prevailing party in any legal proceeding related to this Agreement or the transactions contemplated hereby shall be entitled to recover from the non-prevailing party therein all costs and expenses of mediation, arbitration, litigation, enforcement or collection, including reasonable attorney's fees, court costs, mediation or arbitration costs, fees and expenses and expert witness fees incurred as a result of such default, including any such costs or expenses incurred on appeal.
- (d) Prior Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, negotiations and representations with respect thereto. This Agreement may be amended only by a written instrument duly executed by the parties hereto or their respective successors or assigns.
- (e) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the Buyer's and Seller's respective successors and assigns, executors and administrators.

- (f) **Waiver.** The failure of either party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision thereafter. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
- (g) **Time of Essence.** TIME SHALL BE OF THE ESSENCE IN THE PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. In the event any time period specified in this Agreement expires on a Saturday, Sunday or bank holiday on which national banks in Nashville, Tennessee are closed for business, then the time period shall be extended so as to expire on the next business day immediately succeeding such Saturday, Sunday or bank holiday.
- (h) **Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or judicially unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.
- (i) **No Presumption.** It is acknowledged that all provisions of this Agreement have been negotiated by the parties at arm's length and with benefit of counsel. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- (j) **Interpretation.** Pronouns utilized herein shall be construed as the masculine, feminine, or neuter as applicable. The singular shall be construed as including the plural and the plural as singular as made necessary by.
- (k) **Headings.** The section and paragraph headings contained in this Agreement are for reference purpose only and do not affect in any way the meaning or interpretation of this Agreement.
- (l) **Counterpart Originals and Electronic Transmission.** This Agreement and any and all other documents contemplated hereby may be executed in two or more counterparts, without the necessity of all signatures being affixed to any one such counterpart so long as all signatures appear on the counterparts collectively, and each such counterpart shall be deemed an original and all of which shall constitute one and the same instrument. The original signature pages and notary acknowledgments, if any, from one or more separate original executed counterparts may be combined together with one or more other separate original executed counterparts to form a single document. This Agreement and any and all other documents contemplated hereby may be executed and delivered by facsimile transmission, electronic mail or other electronic means and the electronic signature of a party, or a signature transmitted or delivered by electronic means, shall be binding upon such party as fully as though such signature was executed and delivered in person. An electronic or photocopy of this Agreement, certified as being in full force and effect, shall be admissible into evidence in any judicial proceeding and no party shall be required to produce the copy of this Agreement containing the original signatures of the parties.

**12. Notices.** Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, by nationally recognized courier service (such as Federal Express) with confirmation of receipt, or by electronic mail or other electronic transmission with computer confirmation of successful delivery without errors, to the other party or parties at the address set forth below, or at such other address as may be supplied to the other parties from time to time by notice given in the foregoing manner. The date of personal delivery, delivery to such courier service, or electronic transmission, as the case may be, or three (3) days following the date of mailing, if mailed in the foregoing manner, shall be the date of such notice,

election or demand. Rejection, refusal to accept or inability to deliver because of a changed address of which no notice was sent shall not affect the validity of any notice, election or demand given in accordance with the provisions of this Escrow Agreement. Notice, election or demand given in any other manner shall be effective as of the date of actual receipt. For the purposes of this Agreement, and until changed as permitted hereinabove, the addresses of the parties are as follows:

SELLER: Burton Wiand  
114 Turner Street  
Clearwater, FL 33756  
Email: burt@burtonwwiandpa.com  
Telephone No.: 727-60-4679 (Shown for information purposes)

with a copy to: Tony Kelly  
\_\_\_\_\_  
\_\_\_\_\_  
Email: tony@abetterliferealty.com  
Telephone No.: \_\_\_\_\_ (Shown for information purposes)

BUYER: Angly & Gerges LLC  
~~617 neath pt Smyrna TN~~  
~~37167~~  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: Anglysamy@yahoo.com  
Telephone No.: 6155093138 (Shown for information purposes)

with a copy to: *Fady Athanasyous*  
2920 berry hill dr nashville tn  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: Fadyathanasyous11@gmail  
Telephone No.: 6157204437 (Shown for information purposes)

**13. Tax-Deferred Exchange Under I.R.C. Section 1031.** Either party may incorporate in the sale or acquisition of the Property a so-called “deferred like-kind exchange” under Internal Revenue Code Section 1031, as amended. Both parties agree to cooperate with the other party to permit such party to accomplish the tax-deferred exchange, but at no additional expense or liability to the other party for the tax-deferred exchange, and with no delay in the Closing. Buyer’s and Seller’s cooperation will include, without limitation, executing such supplemental documents as either party may reasonably request.

(signatures on the following pages)



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**SELLER:**



\_\_\_\_\_  
Burton W Wiand as Receiver for  
EA SIP TN Holdings LLC

**BUYER:**



06/21/23

**BROKER'S ACKNOWLEDGEMENT**

Kyle Gibson of Realty One Group Music City (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 8 above.



\_\_\_\_\_  
Seller's Agent

**BUYERS' BROKER'S ACKNOWLEDGEMENT**

Fady Athanasyous \_\_\_\_\_ (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 8 above.

 *Fady Athanasyous*

06/21/23

\_\_\_\_\_  
Buyers' Agent

**EXHIBIT A TO PURCHASE AND SALE AGREEMENT**

**RECEIVER'S DEED**

**Form of Deed**

<b>RECEIVER'S DEED</b>	STATE OF TENNESSEE COUNTY OF _____  THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$_____.00  _____ Affiant  SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE ____ DAY OF _____, 2023.  _____ Notary Public  MY COMMISSION EXPIRES: _____ (AFFIX SEAL)	
<b>THIS INSTRUMENT WAS PREPARED BY</b>		
Matthew Noggle, Attorney at Law, 4235 Hillsboro Pike, Suite 300, Nashville, TN 37215		
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NO.(S)
(NAME)	(NAME)	
(ADDRESS)	(ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Burton W. Wiand, Receiver for \_\_\_\_\_ (the "Grantor"), has bargained and sold, and by these presents does hereby transfer, grant and convey to \_\_\_\_\_ (the "Grantee"), its successors and assigns, that certain parcel of land in \_\_\_\_\_ County, State of Tennessee, being more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property").

Burton W. Wiand was appointed as Receiver for the Property 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).

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those exceptions listed on Exhibit B, attached hereto, and incorporated herein by reference (the "Permitted Exceptions").

This is improved property located at \_\_\_\_\_.

TO HAVE AND TO HOLD the Property with all the appurtenances, estate, title, and interest thereunto belonging or in any wise appertaining unto the Grantees, its successors and assigns, in fee simple forever.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

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

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Burton W. Wiand, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Receiver for \_\_\_\_\_, the within named Grantor, and that he as such Receiver, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**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 Special Warranty Deed, pursuant to Purchase and Sale Agreement, title  
 to the real property located in \_\_\_\_\_ County, Florida.

**DONE and ORDERED** in chambers in Tampa, Florida this \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
 MARY S. SCRIVEN  
 UNITED STATES DISTRICT JUDGE

**COPIES FURNISHED TO:**  
 Counsel of Record

**EXHIBIT A TO RECEIVER'S DEED**

**LEGAL DESCRIPTIONS (subject to change)**

Being all of Lot No. 205 of Final Plat, Section V, Eastwoods, according to plat and survey of record in Plat Book 41, page 32, Register's Office of Rutherford County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.

Being a part of the same property conveyed to Nason Homes, LLC, by Warranty Deed from Tennessee Builders Management Services, LLC, dated 1/31/2018, recorded 2/6/2018, of record in Record Book 1647, page 1703, in the Register's Office for Rutherford County, Tennessee.

Being the same property conveyed to EA SIP TN HOLDINGS, LLC, a Tennessee limited liability company, by Warranty Deed from Nason Homes, LLC, dated August 1, 2018, of record in Book 1699, page 2182, in the Register's Office for Rutherford County, Tennessee.



# **EXHIBIT 2**

## RESIDENTIAL BROKER PRICE OPINION

Loan # \_\_\_\_\_  
 REO #: \_\_\_\_\_ This BPO is the  Initial  2nd Opinion  Updated  Exterior Only DATE **08/22/2023**  
 PROPERTY ADDRESS: 1244 Catawba Way SALES REPRESENTATIVE: \_\_\_\_\_  
Murfreesboro TN 37130 BORROWER'S NAME: \_\_\_\_\_  
 FIRM NAME: **SimpliHOM** COMPLETED BY: **Ethan Pearson**  
 PHONE NO. 855-856-9466 FAX NO. \_\_\_\_\_

### I. GENERAL MARKET CONDITIONS

Current market condition:  Depressed  Slow  Stable  Improving  Excellent  
 Employment conditions:  Declining  Stable  Increasing  
 Market price of this type property has:  Decreased \_\_\_\_\_ % in past \_\_\_\_\_ months  
 Increased \_\_\_\_\_ % in past \_\_\_\_\_ months  
 Remained stable  
 Estimated percentages of owner vs. tenants in neighborhood: \_\_\_\_\_ n/a % owner occupant \_\_\_\_\_ n/a % tenant  
 There is a  Normal supply  oversupply  shortage of comparable listings in the neighborhood  
 Approximate number of comparable units for sale in neighborhood: 3  
 No. of competing listings in neighborhood that are REO or Corporate owned: n/a  
 No. of boarded or blocked-up homes: n/a

### II. SUBJECT MARKETABILITY

Range of values in the neighborhood is \$ \_\_\_\_\_ to \$ \_\_\_\_\_  
 The subject is an  over improvement  under improvement  Appropriate improvement for the neighborhood.  
 Normal marketing time in the area is: \_\_\_\_\_ days.  
 Are all types of financing available for the property?  Yes  No If no, explain \_\_\_\_\_  
 Has the property been on the market in the last 12 months?  Yes  No If yes, \$ **385,000** list price (include MLS printout)  
 To the best of your knowledge, why did it not sell? \_\_\_\_\_  
 Unit Type:  single family detached  condo  co-op  mobile home  
 single family attached  townhouse  modular  
 If condo or other association exists: Fee \$ 15  monthly  annually Current?  Yes  No Fee delinquent? \$ n/a  
 The fee includes:  Insurance  Landscape  Pool  Tennis Other \_\_\_\_\_  
 Association Contact: Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

### III. COMPETITIVE CLOSED SALES

ITEM	SUBJECT	COMPARABLE NUMBER 1		COMPARABLE NUMBER 2		COMPARABLE NUMBER 3	
Address		1525 Passage Dr Murfreesboro TN 37130		1221 Catawba Way Murfreesboro TN 37130			
Proximity to Subject		REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>	
Sale Price	\$ _____	\$ <b>345,000</b>		\$ <b>389,000</b>		\$ _____	
Price/Gross Living Area	\$ _____ Sq. Ft.	\$ <b>212.00</b> Sq. Ft. <b>1628</b>		\$ <b>182.64</b> Sq. Ft. <b>2108</b>		\$ _____ Sq. Ft.	
Sale Date & Days on Market		Sold <b>08-10-2023</b> DOM <b>2</b>		Sold <b>06-14-2023</b> DOM <b>76</b>			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Sales or Financing Concessions							
Location (City/Rural)		city		City			
Leasehold/Fee Simple		n/a		n/a			
Lot Size		.44		.11			
View		n/a		n/a			
Design and Appeal							
Quality of Construction		vinyl siding		hardboard/vinyl siding			
Year Built		2009		2018			
Condition							
Above Grade Room Count	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
		5 / 3		4 / 2.5			
Gross Living Area	Sq. Ft.	2247	sq. Ft.	2108	q. Ft.		Ft.
Basement & Finished Rooms Below Grade							
Functional Utility		yes		yes			
Heating/Cooling		yes		yes			
Energy Efficient Items		no		no			
Garage/Carport		2 car garage		2 car garage			
Porches, Patio, Deck							
Fireplace(s), etc.							
Fence, Pool, etc.							
Other							
Net Adj. (total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ <b>3,000</b>	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ <b>4,000</b>	<input type="checkbox"/> + <input type="checkbox"/> -	
Adjusted Sales Price of Comparable			\$ <b>348,000</b>		\$ <b>385,000</b>		

REO#

Loan #

IV. MARKETING STRATEGY

Occupancy Status: Occupied  Vacant  Unknown

As-is  Minimal Lender Required Repairs  Repaired Most Likely Buyer:  Owner occupant  Investor

V. REPAIRS

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

<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____

GRAND TOTAL FOR ALL REPAIRS \$ \_\_\_\_\_

VI. COMPETITIVE LISTINGS							
ITEM	SUBJECT	COMPARABLE NUMBER 1		COMPARABLE NUMBER 2		COMPARABLE NUMBER 3	
Address		2335 Gold Valley Dr Murfreesboro, TN 37130		2408 Quest Ave Murfreesboro TN 37130		1234 Catawba Way Murfreesboro TN 37130	
Proximity to Subject		REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>	
List Price		\$405,000		\$385,000		\$397,000	
Price/Gross Living Area	Sq.Ft.	\$274.00	Sq.Ft. 1443	\$212.00	Sq.Ft. 1824	\$176.00	Sq.Ft. 2183
Data and/or Verification Sources		7/7/23 & MLS		8/1/23 MLS		1/6/23 MLS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)Adjustment	DESCRIPTION	+(-)Adjustment	DESCRIPTION	+(-)Adjustment
Sales or Financing Concessions		sales		sales		sales	
Days on Market and Date on Market		46		21		155	
Location (City/Rural)		city		city		city	
Leasehold/Fee Simple		n/a		n/a		n/a	
Lot Size		.55		.32		.21	
View		n/a		n/a		n/a	
Design and Appeal							
Quality of Construction							
Year Built		1996		2007		2018	
Condition							
Above Grade Room Count	Total Bdms Baths	3 / 2		3 / 3		4 / 2.5	
Gross Living Area	Sq. Ft.	1443	Sq. Ft.	1824	Sq. Ft.	2183	Sq. Ft.
Basement & Finished Rooms Below Grade		none		none		none	
Functional Utility		yes		yes		yes	
Heating/Cooling		yes		yes		yes	
Energy Efficient Items		n/a		n/a		n/a	
Garage/Carport		2 car garage		2 car garage		2 garage	
Porches, Patio, Deck Fireplace(s), etc.		covered deck / covered porch				covered porch	
Fence, Pool, etc.				back yard fence			
Other							
Net Adj. (total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$10,000	<input type="checkbox"/> + <input type="checkbox"/> -	-	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$12,000
Adjusted Sales Price of Comparable			\$395,000		\$385,000		\$385,000

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

	<b>Market Value</b>	<b>Suggested List Price</b>
AS IS	\$387,500	_____
REPAIRED	_____	_____
30 Quick Sale Value	_____	_____
<b>Last Sale of Subject, Price</b>	<b>Date</b>	

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature: Ethan Pearson

dotloop verified  
 08/22/23 11:53 PM CDT  
 OH6Z-NHKN-PSVB-0P9N

Date: 08/22/2023

# Comparable Properties



## 1244 Catawba Way

Murfreesboro, Tennessee 3...

**SUBJECT PROPERTY**

## 1221 Catawba Way

Murfreesboro, Tennessee 37130

**CLOSED** 6/14/23

## 1525 Passage Dr

Murfreesboro, Tennessee 37130

**CLOSED** 8/10/23

## 2406 Quest Ave

Murfreesboro, Tennessee 37130

**PENDING** 8/16/23

### Details

MLS #	-	MLS #	2496028	MLS #	2551356	MLS #	2554825
List Price	-	List Price	\$389,000	List Price	\$345,000	List Price	\$385,900
Sold Price	-	Sold Price	\$385,000	Sold Price	\$348,000	Sold Price	-
Adjusted Price	-	Adjusted Price	-	Adjusted Price	-	Adjusted Price	-
Sold Date	-	Sold Date	6/14/23	Sold Date	8/10/23	Sold Date	-
\$/Sold	-	\$/Sqft	\$183	\$/Sqft	\$214	\$/Sqft	\$212
DOM	-	DOM	76	DOM	2	DOM	40
Year Built	2018	Year Built	2018	Year Built	2009	Year Built	2007
Sqft	2,183	Sqft	2,108	Sqft	1,628	Sqft	1,824
Lot Size (sqft)	43,560	Lot Size (sqft)	4,792	Lot Size (sqft)	19,167	Lot Size (sqft)	13,940
Area	-	Area	-	Area	-	Area	-
Taxes	2053.75	Taxes	2101.0	Taxes	1862.0	Taxes	1919.0
Beds	5	Beds	4	Beds	5	Beds	3
Baths	3.00	Baths	3.00	Baths	3.00	Baths	3.00
Garages	-	Garages	2	Garages	2	Garages	2
Acres	1	Acres	0.11	Acres	0.44	Acres	0.32

Dream Homes Realty

Zach Taylor Real Estate

Ritter Real Estate Services

# Comparable Properties



## 1244 Catawba Way

Murfreesboro, Tennessee 3...

**SUBJECT PROPERTY**

## 1234 Catawba Way

Murfreesboro, Tennessee 37130

**ACTIVE UNDER CONTRACT** 6/23/23

## 2335 Gold Valley Dr

Murfreesboro, Tennessee 37130

**ACTIVE** 7/6/23

### Details

MLS #	-	MLS #	2474768	MLS #	2545123
List Price	-	List Price	\$385,000	List Price	\$395,000
Sold Price	-	Sold Price	-	Sold Price	-
Adjusted Price	-	Adjusted Price	-	Adjusted Price	-
Sold Date	-	Sold Date	-	Sold Date	-
\$/Sold	-	\$/Sqft	\$176	\$/Sqft	\$274
DOM	-	DOM	155	DOM	27
Year Built	2018	Year Built	2018	Year Built	1996
Sqft	2,183	Sqft	2,183	Sqft	1,443
Lot Size (sqft)	43,560	Lot Size (sqft)	9,148	Lot Size (sqft)	23,959
Area	-	Area	-	Area	-
Taxes	2053.75	Taxes	2064.0	Taxes	1914.0
Beds	5	Beds	4	Beds	3
Baths	3.00	Baths	3.00	Baths	2.00
Garages	-	Garages	4	Garages	2
Acres	1	Acres	0.21	Acres	0.55

Realty One Group Music City

Crye-Leike, Realtors

# **EXHIBIT 3**

## RESIDENTIAL BROKER PRICE OPINION

Loan # \_\_\_\_\_  
 REO #: \_\_\_\_\_ This BPO is the  Initial  2nd Opinion  Updated  Exterior Only DATE 07/28/2023  
 PROPERTY ADDRESS: 1244 Catawba SALES REPRESENTATIVE: \_\_\_\_\_  
Murfreesboro TN 37130 BORROWER'S NAME: \_\_\_\_\_  
 FIRM NAME: SimpliHOM COMPLETED BY: Dena Abbott  
 PHONE NO. 855-856-9466 FAX NO. \_\_\_\_\_

### I. GENERAL MARKET CONDITIONS

Current market condition:  Depressed  Slow  Stable  Improving  Excellent  
 Employment conditions:  Declining  Stable  Increasing  
 Market price of this type property has:  Decreased \_\_\_\_\_ % in past \_\_\_\_\_ months  
 Increased \_\_\_\_\_ % in past \_\_\_\_\_ months  
 Remained stable  
 Estimated percentages of owner vs. tenants in neighborhood: \_\_\_\_\_ n/a % owner occupant \_\_\_\_\_ n/a % tenant  
 There is a  Normal supply  oversupply  shortage of comparable listings in the neighborhood  
 Approximate number of comparable units for sale in neighborhood: 2  
 No. of competing listings in neighborhood that are REO or Corporate owned: n/a  
 No. of boarded or blocked-up homes: n/a

### II. SUBJECT MARKETABILITY

Range of values in the neighborhood is \$ \_\_\_\_\_ to \$ \_\_\_\_\_  
 The subject is an  over improvement  under improvement  Appropriate improvement for the neighborhood.  
 Normal marketing time in the area is: \_\_\_\_\_ days.  
 Are all types of financing available for the property?  Yes  No If no, explain \_\_\_\_\_  
 Has the property been on the market in the last 12 months?  Yes  No If yes, \$ 385,000 list price (include MLS printout)  
 To the best of your knowledge, why did it not sell? \_\_\_\_\_  
 Unit Type:  single family detached  condo  co-op  mobile home  
 single family attached  townhouse  modular  
 If condo or other association exists: Fee \$ \_\_\_\_\_ monthly  annually Current?  Yes  No Fee delinquent? \$ n/a  
 The fee includes:  Insurance  Landscape  Pool  Tennis Other \_\_\_\_\_  
 Association Contact: Name: none Phone No.: \_\_\_\_\_

### III. COMPETITIVE CLOSED SALES

ITEM		SUBJECT		COMPARABLE NUMBER 1		COMPARABLE NUMBER 2		COMPARABLE NUMBER 3	
Address		1221 Catawba Way Murfreesboro TN 37130		706 Cherokee Ct Murfreesboro TN 37130					
Proximity to Subject		REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>			
Sale Price		\$ 415,000		\$ 545,000					
Price/Gross Living Area		\$ 183.00 Sq. Ft. 2108		\$ 229.00 Sq. Ft. 2247					
Sale Date & Days on Market		June 14 2023 & DOM 76		May 12, 2023 & DOM 41					
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION	
Sales or Financing Concessions									
Location (City/Rural)		city		City					
Leasehold/Fee Simple		n/a		n/a					
Lot Size		.11		.54					
View		n/a		n/a					
Design and Appeal		hardboard & vinyl		all brick					
Quality of Construction		2018		1972					
Year Built									
Condition									
Above Grade Room Count		Total Bdrms Baths 4. 2.5		Total Bdrms Baths 3. 2.5					
Gross Living Area		2108 Sq. Ft.		2247 Sq. Ft.					
Basement & Finished Rooms Below Grade		n/a		none					
Functional Utility		yes		yes					
Heating/Cooling		yes		yes					
Energy Efficient Items		no		no					
Garage/Carport		garage 2		2 garage					
Porches, Patio, Deck Fireplace(s), etc.		no		patio & porch					
Fence, Pool, etc.				partial fence					
Other				walk in closets					
Net Adj. (total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$30,000		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$45,100					
Adjusted Sales Price of Comparable		\$385,000		\$499,900					

REO#

Loan #

IV. MARKETING STRATEGY

Occupancy Status: Occupied  Vacant  Unknown

As-is  Minimal Lender Required Repairs  Repaired Most Likely Buyer:  Owner occupant  Investor

V. REPAIRS

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

<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____

GRAND TOTAL FOR ALL REPAIRS \$ \_\_\_\_\_

VI. COMPETITIVE LISTINGS									
ITEM	SUBJECT		COMPARABLE NUMBER 1		COMPARABLE NUMBER 2		COMPARABLE NUMBER 3		
Address	1244 Catawba Way Murfreesboro TN 37130		1242 Charleston Blvd Murfreesboro TN 37130		2840 Oakview Dr Murfreesboro TN 37130		1545 Nathan Ct Murfreesboro TN 37130		
Proximity to Subject			REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>		
List Price	\$385,000		\$475,000		\$ _____		\$464,000		
Price/Gross Living Area	176.00 Sq.Ft.		\$297.00 Sq.Ft.		212.00 Sq.Ft.		194.00 Sq.Ft.		
Data and/or Verification Sources			7/15/23 MLS		7/25/23 & MLS		7/25/23 & MLS		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)Adjustment	DESCRIPTION	+(-)Adjustment	DESCRIPTION	+(-)Adjustment		
Sales or Financing Concessions		sales		sales		sales			
Days on Market and Date on Market		5		n/a		25			
Location (City/Rural)	city	city		city		city			
Leasehold/Fee Simple	n/a	n/a		n/a		n/a			
Lot Size	.21	.13		.59		.25			
View	n/a	n/a		n/a		n/a			
Design and Appeal									
Quality of Construction									
Year Built	2018		2016		1975		1996		
Condition									
Above Grade Room Count	Total	Bdms	Baths	Total	Bdms	Baths	Total	Bdms	Baths
	4	2		6	3	2	10	4	2.5
Gross Living Area	Sq. Ft.		2294 Sq. Ft.		1698 Sq. Ft.		2390 Sq. Ft.		
Basement & Finished Rooms Below Grade	none		none		none		none		
Functional Utility	yes		yes		yes		yes		
Heating/Cooling	yes		yes		yes		yes		
Energy Efficient Items	n/a		n/a		n/a		n/a		
Garage/Carport	garage 2		garage 2		none		garage 2		
Porches, Patio, Deck Fireplace(s), etc.	n/a		1 Fireplace & Patio		1 fireplace & deck front porch		1 fireplace & deck covered porch		
Fence, Pool, etc.			fence				Fence		
Other							Storage Bldg		
Net Adj. (total)			<input type="checkbox"/> + <input type="checkbox"/> - n/a		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$42,000		<input type="checkbox"/> + <input type="checkbox"/> - n/a		
Adjusted Sales Price of Comparable			\$ _____		\$360,000		\$ _____		

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

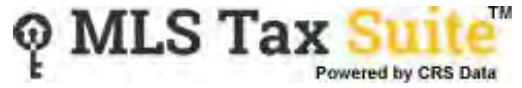
	<b>Market Value</b>	<b>Suggested List Price</b>
AS IS	\$389,900	_____
REPAIRED	_____	_____
30 Quick Sale Value	_____	_____
<b>Last Sale of Subject, Price</b>	<b>Date</b>	

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

Signature: \_\_\_\_\_ Date: 07/28/2023



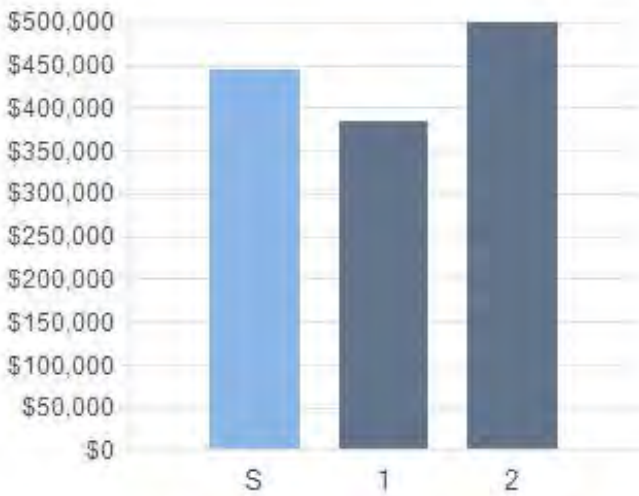
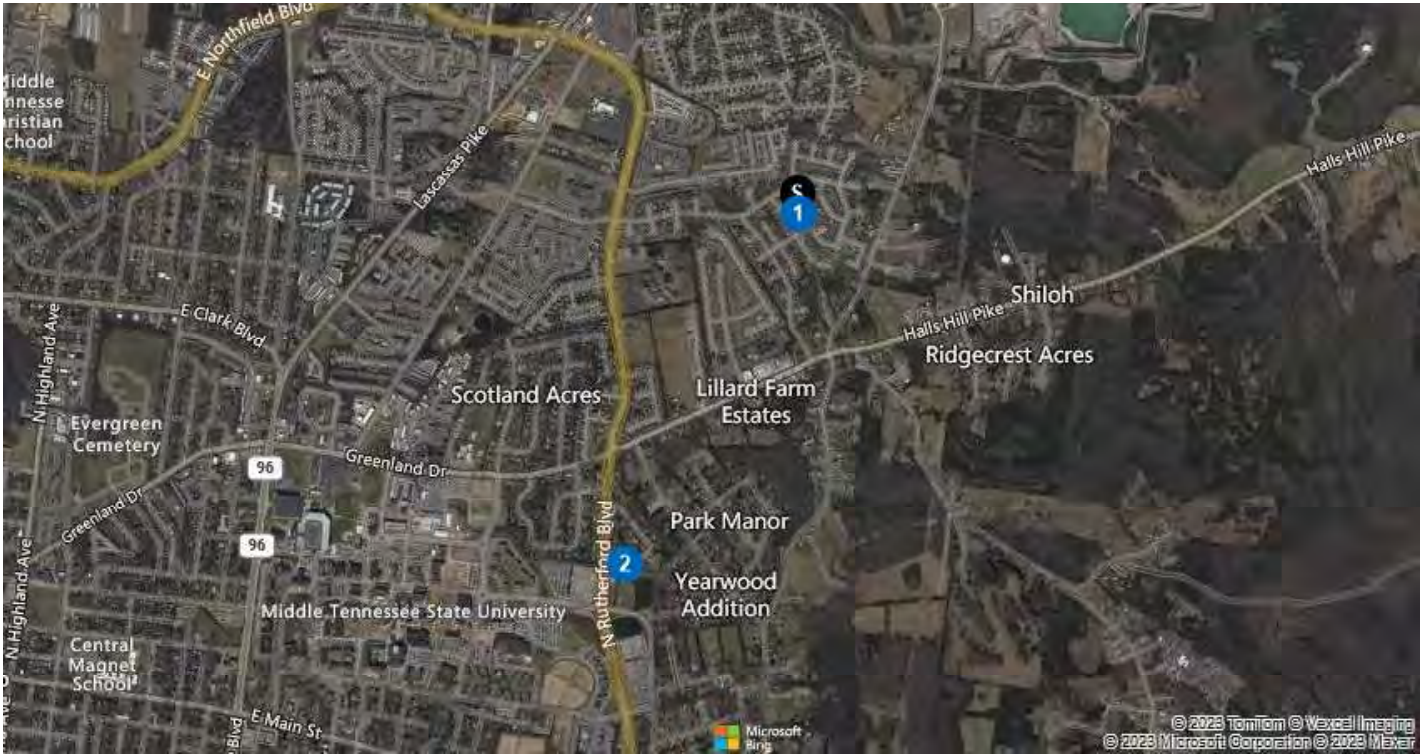
Dena Abbott  
SimpliHOM  
615-498-5146  
dena@buyselltn.net  
Realtor



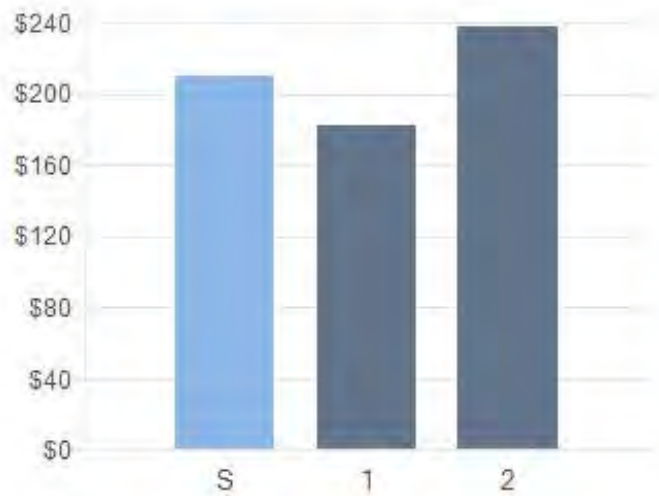
COMPARABLE SALES FOR

Friday, July 28, 2023

<b>Property Address</b>	1244 Catawba Way Murfreesboro, TN 37130-8173 Parcel ID 081N E 023.00	<b>Estimated Market Price Based On</b>	
		Average Cost per Sq. Foot	\$443,524
<b>Average Cost per Sq. Foot</b>	\$210.40 /sq ft (2 Comps)	House Price Index	\$400,015
		Average Sales Price/Tax Appraisal Ratio	\$396,552












**Sales Prices of Comps**  
(Estimated Market Price for Subject)



**Cost per Sq. Ft. of Comps**  
(Average Cost per Sq. Ft. for Subject)

SUBJECT AND COMPARABLE PROPERTIES

 Active 
  Sold 
  UC - Not Showing 
  UC - Showing 
  Coming Soon/Hold  
 For Lease 
  Leased 
  Lease Pending 
  Lease Contingent

	Subdiv.	Distance	RM/BR/BA	Stories	Condition	Sq. Ft.	Acres	Garage Size	Bsmnt	Bsmnt Sq.Ft.	Year Built	Last Sale Date	Last Sale Price	Price/ SqFt
S	<b>1244 Catawba Way</b> Murfreesboro, TN 37130-8173 													
	Eastwoods Sec 5	N/A		2		2,108	<1		No		2018	08/01/2018	\$244,990	\$116.22
1	<b>1221 Catawba Way</b> Murfreesboro, TN 37130-8173 													
	Eastwoods Sec 5	0.06 mi		2		2,108	<1		No		2018	06/14/2023	\$385,000	\$182.64
2	<b>706 Cherokee Ct</b> Murfreesboro, TN 37130-3111 													
	Park Manor Est Sec 2	1.18 mi		1	Average	2,099	<1		No		1972	05/11/2023	\$499,900	\$238.16

# **EXHIBIT 4**

## RESIDENTIAL BROKER PRICE OPINION

Loan # \_\_\_\_\_  
 REO #: \_\_\_\_\_ This BPO is the  Initial  2nd Opinion  Updated  Exterior Only DATE 08/19/2023  
 PROPERTY ADDRESS: 1244 Catawba Way SALES REPRESENTATIVE: Kyle Gibson  
Murfreesboro TN 37130 BORROWER'S NAME: \_\_\_\_\_  
 FIRM NAME: Keller Williams COMPLETED BY: Raychel Calvert  
 PHONE NO. 423-303-1200 FAX NO. \_\_\_\_\_

**I. GENERAL MARKET CONDITIONS**

Current market condition:  Depressed  Slow  Stable  Improving  Excellent  
 Employment conditions:  Declining  Stable  Increasing  
 Market price of this type property has:  Decreased \_\_\_\_\_ % in past \_\_\_\_\_ months  
 Increased \_\_\_\_\_ % in past \_\_\_\_\_ months  
 Remained stable  
 Estimated percentages of owner vs. tenants in neighborhood: \_\_\_\_\_ % owner occupant \_\_\_\_\_ % tenant  
 There is a  Normal supply  oversupply  shortage of comparable listings in the neighborhood  
 Approximate number of comparable units for sale in neighborhood: 1  
 No. of competing listings in neighborhood that are REO or Corporate owned: 0  
 No. of boarded or blocked-up homes: 0

**II. SUBJECT MARKETABILITY**

Range of values in the neighborhood is \$ 385,000 to \$ 430,000  
 The subject is an  over improvement  under improvement  Appropriate improvement for the neighborhood.  
 Normal marketing time in the area is: 45 days.  
 Are all types of financing available for the property?  Yes  No If no, explain \_\_\_\_\_  
 Has the property been on the market in the last 12 months?  Yes  No If yes, \$ \_\_\_\_\_ list price (include MLS printout)  
 To the best of your knowledge, why did it not sell? \_\_\_\_\_  
 Unit Type:  single family detached  condo  co-op  mobile home  
 single family attached  townhouse  modular  
 If condo or other association exists: Fee \$ \_\_\_\_\_ monthly  annually Current?  Yes  No Fee delinquent? \$ \_\_\_\_\_  
 The fee includes:  Insurance  Landscape  Pool  Tennis Other \_\_\_\_\_  
 Association Contact: Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

III. COMPETITIVE CLOSED SALES										
ITEM	SUBJECT	COMPARABLE NUMBER 1			COMPARABLE NUMBER 2			COMPARABLE NUMBER 3		
Address	<u>1244 Catawba Way</u>	<u>1233 Catawba Way</u>			<u>1711 Drayton Dr</u>			<u>2459 Oak Hill Dr</u>		
Proximity to Subject		REO/Corp <input type="checkbox"/>			REO/Corp <input type="checkbox"/>			REO/Corp <input type="checkbox"/>		
Sale Price	\$ <u>385,000</u>	\$ <u>395,000</u>			\$ <u>424,900</u>			\$ <u>395,900</u>		
Price/Gross Living Area	\$ <u>176</u> Sq. Ft.	\$ <u>181</u> Sq. Ft.			\$ <u>206</u> Sq. Ft.			\$ <u>173</u> Sq. Ft.		
Sale Date & Days on Market	<u>6/23/23</u> <u>155 DOM</u>	<u>9/19/22</u> <u>7 DOM</u>			<u>2/11/23</u> <u>4 DOM</u>			<u>11/1/23</u> <u>14 DOM</u>		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	
Sales or Financing Concessions										
Location (City/Rural)	<u>NE suburb</u>	<u>NE suburb</u>			<u>NE suburb</u>			<u>NE suburb</u>		
Leasehold/Fee Simple										
Lot Size	<u>.14 acres</u>	<u>.11 acres</u>			<u>.26 acres</u>			<u>.13 acres</u>		
View										
Design and Appeal										
Quality of Construction	<u>good</u>	<u>good</u>			<u>good</u>			<u>good</u>		
Year Built	<u>2018</u>	<u>2018</u>			<u>2014</u>			<u>2003</u>		
Condition	<u>existing</u>	<u>existing</u>			<u>existing</u>			<u>existing</u>		
Above Grade Room Count	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		
	<u>5 3</u>	<u>5 3</u>			<u>3 2</u>			<u>4 2.5</u>		
Gross Living Area	<u>2,183 Sq. Ft.</u>	<u>2,183 Sq. Ft.</u>			<u>2,058 Sq. Ft.</u>			<u>2,289 Sq. Ft.</u>		
Basement & Finished Rooms Below Grade	<u>N/A</u>	<u>N/A</u>			<u>N/A</u>			<u>N/A</u>		
Functional Utility										
Heating/Cooling	<u>central</u>	<u>central</u>			<u>central</u>			<u>central</u>		
Energy Efficient Items										
Garage/Carport	<u>2 car garage</u>	<u>2 car garage</u>			<u>2 car garage</u>			<u>2 car garage</u>		
Porches, Patio, Deck										
Fireplace(s), etc.										
Fence, Pool, etc.										
Other										
Net Adj. (total)		<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	
Adjusted Sales Price of Comparable			\$		\$		\$		\$	

REO#

Loan #

IV. MARKETING STRATEGY

Occupancy Status: Occupied  Vacant  Unknown

As-is  Minimal Lender Required Repairs  Repaired Most Likely Buyer:  Owner occupant  Investor

V. REPAIRS

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

<input type="checkbox"/> N/A	\$ _____	<input type="checkbox"/>	\$ _____
<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	\$ _____
<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	\$ _____
<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	\$ _____
<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	\$ _____

GRAND TOTAL FOR ALL REPAIRS \$ \_\_\_\_\_

VI. COMPETITIVE LISTINGS												
ITEM	SUBJECT			COMPARABLE NUMBER 1			COMPARABLE NUMBER 2			COMPARABLE NUMBER 3		
Address	1244 Catawba Way			1234 Catawba Way			502 Brandywine Dr			516 Double Springs Rd		
Proximity to Subject				REO/Corp <input type="checkbox"/>			REO/Corp <input type="checkbox"/>			REO/Corp <input type="checkbox"/>		
List Price	\$ 385,000			\$ 385,000			\$ 449,900			\$ 379,500		
Price/Gross Living Area	\$ 176 Sq.Ft.			\$ 176 Sq.Ft.			\$ 205 Sq.Ft.			\$ 181 Sq.Ft.		
Data and/or Verification Sources												
VALUE ADJUSTMENTS	DESCRIPTION			DESCRIPTION			+(-)Adjustment			DESCRIPTION		
Sales or Financing Concessions												
Days on Market and Date on Market				6/23/23 155 DOM			7/14/23 8 DOM			4/27/23 40 DOM		
Location (City/Rural)	NE suburb			NE suburb			North suburb			SE suburb		
Leasehold/Fee Simple												
Lot Size	.14 acres			.21 acres			.34 acres			.62 acres		
View												
Design and Appeal												
Quality of Construction	good			good			good			good		
Year Built	2018			2018			1991			1976		
Condition	existing			existing			existing			renovated		
Above Grade Room Count	Total	Bdms	Baths	Total	Bdms	Baths	Total	Bdms	Baths	Total	Bdms	Baths
		5	3		4	2.5		4	3		4	3
Gross Living Area	2,183 Sq. Ft.			2,183 Sq. Ft.			2,190 Sq. Ft.			2,101 Sq. Ft.		
Basement & Finished Rooms Below Grade	N/A			N/A			N/A			N/A		
Functional Utility												
Heating/Cooling	central			central			central			central		
Energy Efficient Items												
Garage/Carport	2 car garage			2 car garage			2 car garage			1 detached garage		
Porches, Patio, Deck Fireplace(s), etc.												
Fence, Pool, etc.												
Other												
Net Adj. (total)				<input type="checkbox"/> + <input type="checkbox"/> -			\$			<input type="checkbox"/> + <input type="checkbox"/> - \$		
Adjusted Sales Price of Comparable				\$			\$			\$		

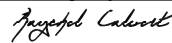
VI. THE MARKET VALUE (The value must fall within the indicated value of the Competitive Closed Sales).

AS IS	Market Value	Suggested List Price
	\$392,940	\$392,940
REPAIRED	_____	_____
30 Quick Sale Value	_____	_____

Last Sale of Subject, Price \$244,990 Date 8/1/18

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

Suggested price comes from the median sq. ft. price of current listed homes in surrounding area times this home's square feet.

DocuSigned by:  
 Signature:   
 542120373BB54F5...

Date: 8/19/2023 | 1:38 PM PDT



**\$385,000** \$176/sqft -For Sale

**1244 Catawba Way**  
**Murfreesboro, TN 37130**

5 Beds, 3 Baths, 2183 SqFt  
**Directions:** On I-24 Heading South, take exit 81B towards S Church St, Take Right on S Rutherford Blvd, go straight into N Rutherford blvd, Take Right on Gold Valley Dr, Take Right on Catawba Way.

**MLS #: 2474769**

<b>Status:</b>	Under Contract - Showing - Financing
<b>Year Built:</b>	2018 Existing
<b>County:</b>	Rutherford County, TN
<b>Subdivision:</b>	Eastwoods Sec 5
<b>Class - Type:</b>	Residential - Site Built
<b>Annual Taxes:</b>	\$2,048   081N E 023.00
<b>Days On Market:</b>	155

**Public Remarks:** Investors and Landlords welcome! Newly Painted! Great home less than 5 minutes from MTSU! Large downstairs open concept with office/play room on bottom level with Half Bath. Huge Master Suite up with spacious walk-in closet and double vanity bathroom. Financials and rent rolls are available upon request. Property is under a Federal Receivership and home is being sold 'As-is'. Buyers will receive a free and clear title along with a receivers deed at close. Please allow 60-90 days for sellers process to close.

**Private Remarks:** Carpet to be replaced. This home is part of an 7 property portfolio in Murfreesboro and is available for bulk purchase if desired. See attached file for all properties currently for sale in the portfolio. Escrow agent is Matthew Noggle with Gardner Title & Escrow.

**General Information**

<b>Acres:</b> 0.14 / Calculated from Plat	<b>Basement:</b> None / Slab	<b>Construction:</b> Vinyl Siding
<b>Deed Book and Page:</b> 1699 / 2182	<b>Floors:</b> Carpet / Vinyl	<b>Listing Detail:</b> Exclusive Right To Sell - Standard
<b>Lot:</b> / Sloped	<b>Mailbox:</b> Mailbox	<b>Parking (Garage):</b> 2 / Attached - FRONT
<b>Parking (Open):</b> 1 / Concrete / Driveway	<b>Roof:</b> Asphalt	<b>Stories:</b> 2

**Rooms and Dimensions**

<b>Living Room:</b>	14x18 / Combination
<b>Kitchen:</b>	11x8 / Eat-In
<b>Primary Bath:</b>	Tub Shower Combo / Double Vanities
<b>Bed 1:</b>	13x16 / Primary Bedroom Up
<b>Bed 2:</b>	15x9 / Extra Large Closet
<b>Bed 3:</b>	10x14 / Extra Large Closet
<b>Bed 4:</b>	10x14 / Extra Large Closet

<b>Dining Room:</b>	
<b>Den:</b>	
<b>Rec Room:</b>	
<b>Hobby Room:</b>	
<b>Additional Room 1:</b>	11x13 / Bedroom 5
<b>Additional Room 2:</b>	10x8 / Breakfast Room

**Room Totals and Square Footage**

<b>Main Floor:</b>	1 Bed	1 FB	0 HB	1083 SF
<b>Second Floor:</b>	4 Beds	2 FB	0 HB	1100 SF
<b>Total:</b>	5 Beds	3 Full Bath	0 Half Bath	2183 SqFt / Tax Record

**Utilities**  
 City Water / Public Sewer  
 Electric / Dual Cooling  
 Electric

**Appliances**  
 No Range Source  
 Electric Single Oven  
 Dishwasher / Freezer / Ice Maker / Microwave / Refrigerator

**Interior Features**  
 Air Filter  
 Ceiling Fan  
 Walk-In Closets

**Exterior Features**  
 No Pool  
 Garage Door Opener  
 Patio

**Schools**

<b>Elementary 1:</b>	Reeves-Rogers Elementary
<b>Middle/JR:</b>	Oakland Middle School
<b>High:</b>	Oakland High School

**Miscellaneous**

<b>Financing:</b>	Conventional / FHA / Other
<b>Restrictions</b>	Renting Permitted
<b>Energy Features:</b>	
<b>Green Certifying Body:</b>	
<b>Accessibility Features:</b>	

**Office and Showing Information**

<b>Showing Info:</b>	Call Agent
<b>Showing Phone:</b>	(615) 327-0101
<b>List Agent:</b>	Kyle Gibson / (615) 926-6356
<b>List Office:</b>	Realty One Group Music City / (615) 636-8244
<b>Co-List Agent:</b>	
<b>Co-List Office:</b>	

<b>Buyer Broker:</b>	2
<b>Dual/Variable:</b>	No

**Contract Information**

<b>Sales Agent:</b>	
<b>Sales Office:</b>	
<b>Co-Sales Agent:</b>	
<b>Co-Sales Office:</b>	
<b>Terms:</b>	
<b>Possession:</b>	Date of Deed
<b>List Date:</b>	1/6/23
<b>Available for Showing Date:</b>	

<b>Under Contract Date:</b>	6/23/23
<b>Closing Date:</b>	
<b>Contract to Closed Days:</b>	
<b>Sales Price:</b>	
<b>Seller Paid Closing Costs:</b>	
<b>New Construction PreSale:</b>	No
<b>Original List Price:</b>	\$397,000

Requested by: Carrie Calvert

*Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.*

Report Date: 8/19/23

© 2023 Realtracs, Inc.





**\$2,350/mo -Rented-**  
**1233 Catawba Way**  
**Murfreesboro, TN 37130**  
 4 Beds, 2 Baths, 2183 SqFt  
**Directions:** On I-24 Heading South, take exit 81B towards S Church St, Take Right on S Rutherford Blvd, go straight into N Rutherford Blvd, Take Right on Gold Valley Dr, Take Right on Mahogany Trail, Take Left on Woods View Dr, Take Left on Catawba Way

**MLS #: 2451983**

<b>Status:</b>	Closed 11/22/22
<b>Year Built:</b>	2018 Renovated
<b>Lease Per Month:</b>	\$2,350
<b>County:</b>	Rutherford County, TN
<b>Subdivision:</b>	Eastwoods Sec 5
<b>Class - Type:</b>	Rental - Single Family
<b>Rental Available:</b>	10/24/22
<b>Annual Taxes:</b>	081N E 004.00
<b>Days On Market:</b>	16

**Public Remarks:** Adorned with beautiful blue shutters and located in Murfreesboro, Tennessee, this rental home features ample living space. Amenities such as an office, an attached garage, smart home features, and a private laundry room will bring extra convenience into your life. Enjoy your evenings relaxing in the main bedroom and en suite bathroom with the help of comforts like dual sinks, a large bathtub, and a roomy walk-in closet. The impressive kitchen emphasizes both beauty and functionality with features such as modern appliances, spacious cabinets, sparkling countertops, and a generous pantry. Let time slow down as you relax in the large living room. You'll get a cooling ceiling fan, backyard access, and a sun-filled window and glass door that brighten up the whole room.

**Private Remarks:** Apply @ RentProgress.com. see attached documents before showing. Realtor name must be on application Show M-SU 7A-9P 1) Locate the serial number on device at the property. 2) Dial (888) 889-8357 3) Press 68689 # (once per phone #) 4) Press device serial and press # 5) Follow voice prompts to unlock

**General Information**

**Construction:** Frame / Vinyl Siding      **Floors:** Laminate      **Listing Detail:** Exclusive Agency  
**Min Lease Days:** 365      **Parking (Garage):** 2 / Attached - FRONT      **Pet Deposit:** \$300  
**Security Deposit:** \$2,350      **Stories:** 2

**Rooms and Dimensions**

<b>Living Room:</b>	15x18	<b>Dining Room:</b>	10x19 / Combination
<b>Kitchen:</b>	17x8 / Pantry	<b>Den:</b>	
<b>Bed 1:</b>	14x17 / Primary Bedroom Up	<b>Rec Room:</b>	
<b>Bed 2:</b>	10x15	<b>Hobby Room:</b>	
<b>Bed 3:</b>	10x14	<b>Additional Room 1:</b>	12x11 / Office
<b>Bed 4:</b>	15x10 / Walk-In Closet	<b>Additional Room 2:</b>	

**Room Totals and Square Footage**

<b>Main Floor:</b>	0 Bed	0 FB	0 HB	2183 SF
<b>Second Floor:</b>	4 Beds	2 FB		
<b>Total:</b>	4 Beds	2 Full Bath	0 Half Bath	2183 SqFt

**Utilities**  
 City Water / Public Sewer  
 Central Air Cooling  
 Central Heat  
 Tenant Pays Water  
 Tenant Pays Electric

**Appliances**  
 Dishwasher / Disposal / Refrigerator

**Interior Features**  
 Ceiling Fan  
 Walk-In Closets

**Exterior Features**  
 No Pool

**Schools**

<b>Elementary 1:</b>	Reeves-Rogers Elementary
<b>Middle/JR:</b>	John Pittard Elementary
<b>High:</b>	Oakland High School

**Miscellaneous**

<b>Miscellaneous:</b>	Smoke Detectors
<b>Restrictions</b>	Pets Permitted
<b>Energy Features:</b>	
<b>Green Certifying Body:</b>	
<b>Accessibility Features:</b>	

**Office and Showing Information**

<b>Showing Info:</b>	Show Anytime / Other
<b>Showing Phone:</b>	
<b>List Agent:</b>	Marcelene Edwards / (800) 218-4796
<b>List Office:</b>	Progress Residential Property Manager, LLC / (800) 218-4796
<b>Co-List Agent:</b>	
<b>Co-List Office:</b>	

<b>Compensation:</b>	100
<b>Dual/Variable:</b>	No

**Contract Information**

<b>Sales Agent:</b>	NONMLS / (615) 385-0777
<b>Sales Office:</b>	Realtracs, Inc. / (615) 385-0777
<b>Co-Sales Agent:</b>	
<b>Co-Sales Office:</b>	

<b>List Date:</b>	10/24/22
<b>Under Contract Date:</b>	11/14/22
<b>Closing Date:</b>	11/22/22

Requested by: Carrie Calvert

*Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.*  
 © 2023 Realtracs, Inc.

Report Date: 8/19/23



**\$449,900** \$205/sqft -For Sale-  
**502 Brandywine Dr**  
**Murfreesboro, TN 37129**  
 4 Beds, 3 Baths, 2190 SqFt  
**Directions:** I-24 EXIT 78 B, ONTO OLD FORT PKWY BECOMES MEMORIAL, LEFT ON NORTHFIELD, RIGHT ON SULFUR SPRINGS, RIGHT ON RAVENWOOD, RIGHT ON INDEPENDENCE, LEFT ON LIBERTY, RIGHT ON BRANDYWINE.

**MLS #: 2556190**

<b>Status:</b>	Active
<b>Year Built:</b>	1991 Existing
<b>County:</b>	Rutherford County, TN
<b>Subdivision:</b>	Ravenwood Sec 5
<b>Class - Type:</b>	Residential - Site Built
<b>Annual Taxes:</b>	\$2,328   080C E 001.00
<b>Days On Market:</b>	8

**Public Remarks:** Welcome to this charming one-owner home on a corner lot in the sought after Ravenwood subdivision (NO HOA!). With mostly one-level living, convenience is at your fingertips. Enjoy the luxury of a climate-controlled four seasons room, perfect for experiencing every season in style. The junior suite upstairs doubles as a versatile bonus room, giving you the flexibility to adapt the space to your needs. The large side-entry garage provides ample space for your vehicles and storage. Step into the backyard, featuring a delightful garden and stamped concrete patio that invites you to relax and unwind. The kitchen boasts solid wood cabinets, complete with custom pull-out drawers in the lowers. The living room, hall and laundry have been freshly painted.

**Private Remarks:** Please see offer instructions. Buyer/Buyer agent to verify all important information. Storage building remains. Refrigerator does not convey. Tankless water heater. Newer windows. 2016 HVAC regular maintenance w/ Roscoe Brown. Roof 2006. Pest contract w/ Terminix. They also just sprayed the yard for mosquitos and pests.

**General Information**

<b>Acres:</b> 0.34 / Calculated from Plat	<b>Basement:</b> None / Crawl	<b>Community Amenities:</b> Underground Utilities
<b>Construction:</b> Partial Brick / Vinyl Siding	<b>Deed Book and Page:</b> 467 / 365	<b>Fireplaces:</b> 1 / Living Room
<b>Floors:</b> Carpet / Vinyl	<b>Listing Detail:</b> Exclusive Right To Sell - Standard	<b>Lot:</b> 107.98 X 120.21 IRR / Level
<b>Mailbox:</b> Mailbox	<b>Parking (Garage):</b> 2 / Attached - SIDE	<b>Parking (Open):</b> / Driveway
<b>Roof:</b> Asphalt	<b>Stories:</b> 1.5	<b>Style:</b> Traditional

**Rooms and Dimensions**

<b>Living Room:</b>	16x17 / Great Room
<b>Kitchen:</b>	9x13 / Eat-In
<b>Primary Bath:</b>	Tub Shower Combo / Suite
<b>Bed 1:</b>	16x13 / Primary Bedroom Down
<b>Bed 2:</b>	16x13
<b>Bed 3:</b>	12x11
<b>Bed 4:</b>	20x21 / Bath

<b>Dining Room:</b>	13x11
<b>Den:</b>	
<b>Rec Room:</b>	
<b>Hobby Room:</b>	
<b>Additional Room 1:</b>	10x6 / Utility Room
<b>Additional Room 2:</b>	

**Room Totals and Square Footage**

<b>Main Floor:</b>	3 Beds	2 FB	0 HB	2190 SF
<b>Second Floor:</b>	1 Bed	1 FB		
<b>Total:</b>	4 Beds	3 Full Bath	0 Half Bath	2190 SqFt / Owner Supplied

**Utilities**  
 City Water / Public Sewer  
 Central Air Cooling  
 Central Heat / Heat Pump  
 Heat

**Appliances**  
 Electric Stove  
 Electric Single Oven  
 Dishwasher / Disposal /  
 Microwave

**Interior Features**  
 Ceiling Fan  
 Extra Closets  
 High Speed Internet  
 Storage  
 Utility Connection  
 Walk-In Closets

**Exterior Features**  
 No Pool  
 Garage Door Opener  
 Storage Building  
 Patio  
 Covered Porch

**Schools**

<b>Elementary 1:</b>	Northfield Elementary
<b>Middle/JR:</b>	Siegel Middle School
<b>High:</b>	Siegel High School

**Miscellaneous**

<b>Financing:</b>	Conventional / FHA / VA
<b>Restrictions</b>	Renting Permitted / Trailers Not Permitted / Pets Permitted
<b>Energy Features:</b>	
<b>Green Certifying Body:</b>	
<b>Accessibility Features:</b>	

**Office and Showing Information**

<b>Showing Info:</b>	🏠 Schedule Showing <i>powered by Realtracs</i>
<b>List Agent:</b>	Tiffany Young / (615) 556-0822
<b>List Office:</b>	Zach Taylor Real Estate / (727) 692-6578
<b>Co-List Agent:</b>	
<b>Co-List Office:</b>	

<b>Buyer Broker:</b>	3
<b>Dual/Variable:</b>	No

**Contract Information**

<b>Sales Agent:</b>	
<b>Sales Office:</b>	
<b>Co-Sales Agent:</b>	
<b>Co-Sales Office:</b>	
<b>Terms:</b>	
<b>Possession:</b>	Negotiable
<b>List Date:</b>	7/14/23
<b>Available for Showing Date:</b>	

<b>Under Contract Date:</b>	
<b>Closing Date:</b>	
<b>Contract to Closed Days:</b>	
<b>Sales Price:</b>	
<b>Seller Paid Closing Costs:</b>	
<b>New Construction PreSale:</b>	
<b>Original List Price:</b>	\$449,900

Requested by: Carrie Calvert

*Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.*

Report Date: 8/19/23

© 2023 Realtracs, Inc.





**\$379,500** \$181/sqft **-For Sale**

**516 Double Springs Rd**  
**Murfreesboro, TN 37127**  
 4 Beds, 3 Baths, 2101 SqFt  
**Directions:** Exit I-24 East on Church Street, turn right on Rutherford, turn right on John Bragg Highway, turn right on Double Springs Road. Home is on the right-hand side of the street.

**MLS #: 2513286**

<b>Status:</b>	Under Contract - Showing - Inspection
<b>Year Built:</b>	1976 Existing
<b>County:</b>	Rutherford County, TN
<b>Subdivision:</b>	NA
<b>Class - Type:</b>	Residential - Site Built
<b>Annual Taxes:</b>	\$900   104 225.00
<b>Days On Market:</b>	40

**Public Remarks:** Totally remodeled home down to the studs 2 years ago! Granite countertops throughout. Property includes vacant lot next door and backs up to a pasture for added privacy. No HOA. Outside Murfreesboro city limits so no city taxes!

**Private Remarks:** Buyer/Buyer's Agent to verify any pertinent information including but not limited to sq. ft., acreage, utilities, septic, schools, etc. Please see Offer Instructions for submitting offers.

**General Information**

**Acres:** 0.62 / Tax Record  
**Deed Book and Page:** 2010 / 3463  
**Lot:** 90.5 X 152.5 IRR  
**Stories:** 1

**Basement:** None / Crawl  
**Floors:** Carpet / Vinyl  
**Parking (Garage):** 1 / Detached  
**Style:** Ranch

**Construction:** Vinyl Siding  
**Listing Detail:** Exclusive Agency - Standard  
**Roof:** Composition Shingle

**Rooms and Dimensions**

<b>Living Room:</b>	13x24 / Combination
<b>Kitchen:</b>	10x12 / Nook
<b>Primary Bath:</b>	Shower Only / Double Vanities
<b>Bed 1:</b>	21x12 / Full Bath
<b>Bed 2:</b>	9x12 / Bath
<b>Bed 3:</b>	11x12 / Walk-In Closet
<b>Bed 4:</b>	12x13

<b>Dining Room:</b>	12x12 / Formal
<b>Den:</b>	
<b>Rec Room:</b>	
<b>Hobby Room:</b>	
<b>Additional Room 1:</b>	10x12 / Breakfast Room
<b>Additional Room 2:</b>	8x10 / Utility Room

**Room Totals and Square Footage**

<b>Main Floor:</b>	4 Beds	3 FB	0 HB	2101 SF
<b>Total:</b>	4 Beds	3 Full Bath	0 Half Bath	2101 SqFt / Tax Record

**Utilities**  
 City Water / Septic Tank  
 Electric / Central Air Cooling  
 Electric / Heat Pump Heat

**Appliances**  
 Electric Drop in Range  
 Electric Single Oven

**Interior Features**

**Exterior Features**  
 Back Yard Fence  
 No Pool  
 Covered Porch

**Schools**

<b>Elementary 1:</b>	Kittrell Elementary
<b>Middle/JR:</b>	Whitworth-Buchanan Middle School
<b>High:</b>	Riverdale High School

**Miscellaneous**

<b>Financing:</b>	
<b>Energy Features:</b>	
<b>Green Certifying Body:</b>	
<b>Accessibility Features:</b>	

**Office and Showing Information**

<b>Showing Info:</b>	Schedule Showing <i>powered by Zillow's ShowingTime</i>
<b>Showing Phone:</b>	(800) 746-9464
<b>List Agent:</b>	William Johnson / (615) 420-0417
<b>List Office:</b>	eXp Realty / (888) 519-5113
<b>Co-List Agent:</b>	
<b>Co-List Office:</b>	

<b>Buyer Broker:</b>	3
<b>Dual/Variable:</b>	No

**Contract Information**

<b>Sales Agent:</b>	
<b>Sales Office:</b>	
<b>Co-Sales Agent:</b>	
<b>Co-Sales Office:</b>	
<b>Terms:</b>	
<b>Possession:</b>	Date of Deed
<b>List Date:</b>	4/27/23
<b>Available for Showing Date:</b>	

<b>Under Contract Date:</b>	6/13/23
<b>Closing Date:</b>	
<b>Contract to Closed Days:</b>	
<b>Sales Price:</b>	
<b>Seller Paid Closing Costs:</b>	
<b>New Construction PreSale:</b>	No
<b>Original List Price:</b>	\$425,000

Requested by: Carrie Calvert

*Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.*  
 © 2023 Realtracs, Inc.

Report Date: 8/19/23



**\$395,900** \$173/sqft **-Sold-**  
 (Last List \$389,900 - \$170/sqft)  
**2459 Oak Hill Dr**  
**Murfreesboro, TN 37130**  
 4 Beds, 2/1 Baths, 2289 SqFt  
**Directions:** From Nashville Take exit 213 A onto I-24E | Exit 78B onto SR-96 East | Continue on Memorial Blvd N | Turn Right on E Clark Blvd | Left onto Lascassas Pike | Left on Aberdeen Cir | Make a Left onto Oak Hill Dr | The home will be on your Left

**MLS #: 2439140**

<b>Status:</b>	Closed 11/1/22
<b>Year Built:</b>	2003 Existing
<b>County:</b>	Rutherford County, TN
<b>Subdivision:</b>	The Villages At Garrison
<b>Class - Type:</b>	Residential - Site Built
<b>Annual Taxes:</b>	\$2,040   081F C 059.00
<b>Days On Market:</b>	14

**Public Remarks:** This open floor plan home in The Villages At Garrison Cove Silver boasts new LVP flooring downstairs, new carpet upstairs & all new paint. Formal dining room with french doors can easily be a home office. Large living room with fireplace & double mantel. Large Master down with walk in closet. Large bedrooms upstairs. 4th bedroom that could be a bonus. The back patio features fire pit & 8x11 Storage shed. Garage is climate controlled which is perfect for enjoying projects. Neighborhood amenities include access to the community pool and playground. Come see this beauty and it's charm!

**Private Remarks:** Cameras do not remain. Back yard is partly fenced & is negotiable. Download disclosures in the media section. Please CC Casey Armstrong on offers casey@chrisgarrettgroup.com

**General Information**

**Acres:** 0.13 / Calculated from Plat  
**Construction:** All Brick / Vinyl Siding  
**Floors:** Carpet / Other / Tile  
**Mailbox:** Mailbox  
**Roof:** Composition Shingle  
**Association Fee:** \$40 Monthly  
**Deed Book and Page:** 1244 / 1834  
**Listing Detail:** Exclusive Right To Sell - Standard  
**Parking (Garage):** 2 / Attached - FRONT  
**Stories:** 2  
**Basement:** None / Slab  
**Fireplaces:** 1 / Living Room / Gas  
**Lot:** 55 X 100  
**Parking (Open):** / Concrete / Driveway  
**Waterfront:** No Dock

**Rooms and Dimensions**

<b>Living Room:</b>	14x16
<b>Kitchen:</b>	12x14 / Pantry
<b>Primary Bath:</b>	Tub Shower Combo / Double Vanities
<b>Bed 1:</b>	13x15 / Primary Bedroom Down
<b>Bed 2:</b>	12x15 / Extra Large Closet
<b>Bed 3:</b>	12x13 / Extra Large Closet
<b>Bed 4:</b>	11x15 / Extra Large Closet

<b>Dining Room:</b>	10x12 / Formal
<b>Den:</b>	
<b>Rec Room:</b>	/ 2nd Floor
<b>Hobby Room:</b>	
<b>Additional Room 1:</b>	10x12 / Breakfast Room
<b>Additional Room 2:</b>	/ Utility Room

**Room Totals and Square Footage**

<b>Main Floor:</b>	1 Bed	1 FB	1 HB	1317 SF
<b>Second Floor:</b>	3 Beds	1 FB	0 HB	972 SF
<b>Total:</b>	4 Beds	2 Full Bath	1 Half Bath	2289 SqFt / Professional Measurement

<b>Utilities</b> City Water / Public Sewer Central Air Cooling Central Heat	<b>Appliances</b> Electric Stove Electric Single Oven Dishwasher	<b>Interior Features</b> Ceiling Fan Extra Closets Storage Utility Connection Walk-In Closets	<b>Exterior Features</b> Partial Fence No Pool Storage Building Patio
--	---	--	---

**Schools**

<b>Elementary 1:</b>	John Pittard Elementary
<b>Middle/JR:</b>	Oakland Middle School
<b>High:</b>	Oakland High School

**Miscellaneous**

<b>Financing:</b>	
<b>Miscellaneous:</b>	Balcony / Entry Foyer
<b>Restrictions</b>	Pets Permitted
<b>Energy Features:</b>	
<b>Green Certifying Body:</b>	
<b>Accessibility Features:</b>	

**Office and Showing Information**

<b>List Agent:</b>	Chris Garrett CRS, C2EX, e-PRO, SFR, SRS / (615) 973-2829
<b>List Office:</b>	WEICHERT, REALTORS - The Andrews Group / (615) 848-7744
<b>Co-List Agent:</b>	
<b>Co-List Office:</b>	

<b>Buyer Broker:</b>	3
<b>Dual/Variable:</b>	No

**Contract Information**

<b>Sales Agent:</b>	Brooke Elaine Hosfield / (615) 478-2944
<b>Sales Office:</b>	Elam Real Estate / (615) 890-1222
<b>Co-Sales Agent:</b>	
<b>Co-Sales Office:</b>	
<b>Terms:</b>	FHA
<b>Possession:</b>	Date of Deed
<b>List Date:</b>	9/13/22
<b>Available for Showing Date:</b>	

<b>Under Contract Date:</b>	9/30/22
<b>Closing Date:</b>	11/1/22
<b>Contract to Closed Days:</b>	32
<b>Sales Price:</b>	\$395,900
<b>Seller Paid Closing Costs:</b>	\$0
<b>New Construction PreSale:</b>	No
<b>Original List Price:</b>	\$389,900

Requested by: Carrie Calvert

*Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.*  
 © 2023 Realtracs, Inc.

Report Date: 8/19/23



**\$424,900** \$206/sqft **-Sold-**  
 (Last List \$424,900 - \$206/sqft)  
**1711 Drayton Dr**  
**Murfreesboro, TN 37130**  
 3 Beds, 2 Baths, 2058 SqFt  
**Directions:** From Memorial Blvd turn RIGHT on DeJarnette Ln. Then LEFT on Pitts Ln. Turn RIGHT on Drayton, just past Oakland Middle School. Home will be on the Left side of the road.

**MLS #: 2471683**

<b>Status:</b>	Closed 2/11/23
<b>Year Built:</b>	2014 Existing
<b>County:</b>	Rutherford County, TN
<b>Subdivision:</b>	Huntington Place Sec 8 Ph
<b>Class - Type:</b>	Residential - Site Built
<b>Annual Taxes:</b>	\$2,311   068N C 047.00
<b>Days On Market:</b>	4

**Public Remarks:** All brick home in a great neighborhood with all bedrooms downstairs, a covered back patio, and fenced back yard. Enjoy the granite tops in the kitchen along side stainless appliances. Living room has vaulted ceiling and ventless gas logs in the fireplace. Owner's suite boasts a private door to the patio and separate tub and shower with double vanities and walk in closet. This home is within walking distance to Oakland Middle & High and there's no HOA fee!

**Private Remarks:** Please try to book showings at least a day in advance because sellers have young children. Sellers will try to accommodate if you need to show with less notice.

**General Information**

<b>Acres:</b> 0.26 / Calculated from Plat	<b>Basement:</b> None / Slab	<b>Construction:</b> All Brick
<b>Deed Book and Page:</b> 1861 / 1441	<b>Fireplaces:</b> 1 / Living Room / Gas	<b>Floors:</b> Carpet / Finished Wood / Tile
<b>Listing Detail:</b> Exclusive Right To Sell - Standard	<b>Lot:</b> 90 X 124.77 IRR / Level	<b>Mailbox:</b> Mailbox
<b>Parking (Garage):</b> 2 / Attached - FRONT	<b>Parking (Open):</b> 2 / Concrete / Driveway	<b>Roof:</b> Composition Shingle
<b>Stories:</b> 1.5	<b>Style:</b> Traditional	<b>Waterfront:</b> No Dock

**Rooms and Dimensions**

<b>Living Room:</b>	21x14
<b>Kitchen:</b>	19x10 / Eat-In
<b>Primary Bath:</b>	Shower Tub Separate / Double Vanities
<b>Bed 1:</b>	15x14 / Full Bath
<b>Bed 2:</b>	11x11
<b>Bed 3:</b>	11x12
<b>Bed 4:</b>	

<b>Dining Room:</b>	12x11 / Formal
<b>Den:</b>	
<b>Rec Room:</b>	20x20 / Over Garage
<b>Hobby Room:</b>	
<b>Additional Room 1:</b>	
<b>Additional Room 2:</b>	

**Room Totals and Square Footage**

<b>Main Floor:</b>	3 Beds	2 FB	0 HB	2058 SF
<b>Total:</b>	3 Beds	2 Full Bath	0 Half Bath	2058 SqFt / Prior Appraisal

**Utilities**  
 City Water / Public Sewer  
 Electric / Central Air Cooling  
 Central Heat / Electric

**Appliances**  
 Electric Stove  
 Electric Single Oven  
 Dishwasher / Ice Maker /  
 Microwave / Refrigerator

**Interior Features**  
 Ceiling Fan  
 Storage

**Exterior Features**  
 Back Yard Fence  
 No Pool  
 Covered Patio  
 Covered Porch

**Schools**

<b>Elementary 1:</b>	John Pittard Elementary
<b>Middle/JR:</b>	Oakland Middle School
<b>High:</b>	Oakland High School

**Miscellaneous**

<b>Financing:</b>	
<b>Miscellaneous:</b>	Smoke Detectors
<b>Restrictions</b>	Renting Permitted / Trailers Permitted / Pets Permitted
<b>Energy Features:</b>	
<b>Green Certifying Body:</b>	
<b>Accessibility Features:</b>	Accessible Doors / Accessible Entrance

**Office and Showing Information**

<b>Showing Phone:</b>	
<b>List Agent:</b>	Bill Jakes / (615) 975-0933
<b>List Office:</b>	Bill Jakes Realty / (615) 546-4600
<b>Co-List Agent:</b>	
<b>Co-List Office:</b>	

<b>Buyer Broker:</b>	3
<b>Dual/Variable:</b>	No

**Contract Information**

<b>Sales Agent:</b>	Eric Bussard / (603) 512-4875
<b>Sales Office:</b>	Keller Williams Realty - Murfreesboro / (615) 895-8000
<b>Co-Sales Agent:</b>	
<b>Co-Sales Office:</b>	
<b>Terms:</b>	FHA
<b>Possession:</b>	Date of Deed
<b>List Date:</b>	12/30/22
<b>Available for Showing Date:</b>	

<b>Under Contract Date:</b>	1/5/23
<b>Closing Date:</b>	2/11/23
<b>Contract to Closed Days:</b>	37
<b>Sales Price:</b>	\$424,900
<b>Seller Paid Closing Costs:</b>	\$0
<b>New Construction PreSale:</b>	No
<b>Original List Price:</b>	\$424,900

Requested by: Carrie Calvert

*Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.*

Report Date: 8/19/23

© 2023 Realtracs, Inc.



**\$385,000** \$176/sqft -For Sale

**1234 Catawba Way  
Murfreesboro, TN 37130**

4 Beds, 2/1 Baths, 2183 SqFt  
**Directions:** On I-24 Heading South, take exit 81B towards S Church St, Take Right on S Rutherford Blvd, go straight into N Rutherford blvd, Take Right on Gold Valley Dr, Take Right on Catawba Way.

**MLS #: 2474768**

<b>Status:</b>	Under Contract - Showing - Financing
<b>Year Built:</b>	2018 Existing
<b>County:</b>	Rutherford County, TN
<b>Subdivision:</b>	Eastwoods Sec 5
<b>Class - Type:</b>	Residential - Site Built
<b>Annual Taxes:</b>	\$2,064   081N E 019.00
<b>Days On Market:</b>	155

**Public Remarks:** Great home less than 5 minutes from MTSU! Large downstairs open concept with office/play room on bottom level with Half Bath. Huge Master Suite up with spacious walk-in closet and double vanity bathroom. 3 more Bedrooms up with Large Guest Full Bathroom up! Property is under a Federal Receivership and home is being sold 'As-is'. Please allow 60-90 days for sellers process to close.

**Private Remarks:** Home sold 'As-is'. This home is part of an 7 property portfolio in Murfreesboro and is available for bulk purchase if desired. See attached file for all properties currently for sale in the portfolio. Escrow agent is Matthew Noggle with Gardner Title & Escrow.

**General Information**

<b>Acres:</b> 0.21 / Calculated from Plat	<b>Basement:</b> None / Slab	<b>Construction:</b> Vinyl Siding
<b>Deed Book and Page:</b> 1706 / 1373	<b>Fireplaces:</b> Electric Fireplace	<b>Floors:</b> Carpet / Laminate / Vinyl
<b>Listing Detail:</b> Exclusive Right To Sell - Standard	<b>Lot:</b> / Sloped	<b>Mailbox:</b> Mailbox
<b>Parking (Garage):</b> 2 / Attached - FRONT	<b>Parking (Open):</b> 2 / Driveway	<b>Stories:</b> 2

**Rooms and Dimensions**

<b>Living Room:</b>	14x18 / Great Room
<b>Kitchen:</b>	8x11 / Pantry
<b>Primary Bath:</b>	Tub Shower Combo / Double Vanities
<b>Bed 1:</b>	13x16 / Primary Bedroom Up
<b>Bed 2:</b>	9x15 / Extra Large Closet
<b>Bed 3:</b>	10x14 / Extra Large Closet
<b>Bed 4:</b>	10x14 / Extra Large Closet

<b>Dining Room:</b>	
<b>Den:</b>	
<b>Rec Room:</b>	
<b>Hobby Room:</b>	11x13 / Other
<b>Additional Room 1:</b>	
<b>Additional Room 2:</b>	

**Room Totals and Square Footage**

<b>Main Floor:</b>	0 Bed	0 FB	1 HB	1083 SF
<b>Second Floor:</b>	4 Beds	2 FB		1100 SF
<b>Total:</b>	4 Beds	2 Full Bath	1 Half Bath	2183 SqFt / Other

<b>Utilities</b> City Water / Public Sewer Electric / Central Air Cooling Central Heat / Electric	<b>Appliances</b> No Range Source Electric Single Oven Dishwasher / Ice Maker / Microwave / Refrigerator	<b>Interior Features</b> Air Filter Ceiling Fan Extra Closets Storage Walk-In Closets	<b>Exterior Features</b> No Pool Covered Porch
--	--	--	--

**Schools**

<b>Elementary 1:</b>	Reeves-Rogers Elementary
<b>Middle/JR:</b>	Oakland Middle School
<b>High:</b>	Oakland High School

**Miscellaneous**

<b>Financing:</b>	
<b>Restrictions</b>	Renting Permitted / Trailers Not Permitted / Pets Permitted
<b>Energy Features:</b>	
<b>Green Certifying Body:</b>	
<b>Accessibility Features:</b>	

**Office and Showing Information**

<b>Showing Info:</b>	🏠 Schedule Showing powered by Realtracs
<b>List Agent:</b>	Kyle Gibson / (615) 926-6356
<b>List Office:</b>	Realty One Group Music City / (615) 636-8244
<b>Co-List Agent:</b>	
<b>Co-List Office:</b>	

<b>Buyer Broker:</b>	2
<b>Dual/Variable:</b>	No

**Contract Information**

<b>Sales Agent:</b>	
<b>Sales Office:</b>	
<b>Co-Sales Agent:</b>	
<b>Co-Sales Office:</b>	
<b>Terms:</b>	
<b>Possession:</b>	Date of Deed
<b>List Date:</b>	1/6/23
<b>Available for Showing Date:</b>	

<b>Under Contract Date:</b>	6/23/23
<b>Closing Date:</b>	
<b>Contract to Closed Days:</b>	
<b>Sales Price:</b>	
<b>Seller Paid Closing Costs:</b>	
<b>New Construction PreSale:</b>	No
<b>Original List Price:</b>	\$397,000

Requested by: Carrie Calvert

*Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.*

Report Date: 8/19/23

© 2023 Realtracs, Inc.

# **EXHIBIT 5**

## NOTICE OF SALE

1244 Catawba Way,  
Murfreesboro, Tennessee 37130

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-35UAM (M.D. Fla.), will conduct a private sale of the property located at 1244 Catawba Way, Murfreesboro, Tennessee 37130 to Angly & Gerges LLC for \$370,000. 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.

# **EXHIBIT 6**

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

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

Case No. 8:20-cv-00325-MSS-UAM

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.

---

**ORDER**

**THIS CAUSE** comes before the Court for consideration of the Receiver’s Verified Unopposed Motion to Approve Private Sale of Real Property — 1244 Catawba Way, Murfreesboro, Tennessee, 37130 (the “Property”). (Dkt. \_\_\_) At the request of the Securities and Exchange Commission (“SEC”), the Court appointed the Receiver on February 14, 2020 and directed him, in relevant part, to “[t]ake immediate possession of all property, assets and estates of every kind of the Corporate Defendants and Relief Defendants,” which includes “all



real property of the Corporate Defendants and Relief Defendants, wherever situated, and to administer such assets as is required in order to comply with the directions contained in this Order.” (Dkt. 11)

The Receiver requests that the Court approve the sale of the Property to Angly & Gerges LLC. (Dkt. \_\_\_) The SEC consents to the relief sought in the Motion and waives any right to appeal an Order granting this Motion. (Id. at \_\_\_) The Receiver provided the Purchase and Sale Agreement for the Court’s review. (Dkt. \_\_\_\_)

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

1. The Receiver’s Motion, (Dkt. \_\_\_), is **GRANTED**.
2. Transfer of title to the Property located at 1244 Catawba Way, Murfreesboro, Tennessee 37130, better known as Rutherford County Tax Parcel ID Number: 081N-E-023.00 to Angly & Gerges LLC is **APPROVED**. The Property’s legal descriptions is as follows:

**Being all of Lot No. 205 of Final Plat, Section V, Eastwoods, according to plat and survey of record in Plat Book 41, page 32, Register's Office for Rutherford County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.**

**Being part of the same property conveyed to Nason Homes, LLC, by Warranty Deed from Tennessee Builders Management Services, LLC, dated 1/31/2018, recorded 2/6/2018, of record in Book 1647, page 1703, in the Register's Office for Rutherford County, Tennessee.**

**Being the same property conveyed to EA SIP TN HOLDINGS, LLC, a Tennessee limited liability company, by Warranty Deed from Nason Homes, LLS, dated August 1, 2018, of record in Record Book 1699, page 2182, in the Register's Office for Rutherford County, Tennessee.**

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

**DONE and ORDERED** in Tampa, Florida, this \_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
MARY S. SCRIVEN  
UNITED STATES DISTRICT JUDGE

**COPIES FURNISHED TO:**

Counsel of Record