UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v. Case No. 8:20-cv-00325-MSS-NHA

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 UNOPPOSED MOTION TO APPROVE THE TRANSFER OF TITLE TO THE PROPERTY LOCATED AT 316 20TH STREET, CARLSTADT, NEW JERSEY 07072

Burton W. Wiand, as Receiver (the "**Receiver**") over the assets of the Corporate Defendants and Relief Defendants[1] moves the Court to approve the

[1] The ("**Receivership**" or "**Receivership Estate**") has been expanded to include the Corporate and Relief Defendants and 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.

transfer of title to certain real property, sold at auction, free and clear of any and all liens, encumbrances, and claims. This transfer is necessary to complete the sale of the property pursuant to the auction previously approved by Order of this Court (Doc. 1429).

ARGUMENT

Pursuant to the Court-approved auction (Doc. 1429), the following property, 316 20th Street, Carlstadt, New Jersey 07072 (the "**Property**"), has been sold to 6 Park Avenue LLC (the "**Buyer**"),[2] for $3,750,000.00 and the Receiver desires to transfer title to the Property pursuant to the Purchase and Sale Agreement with Addendum, attached hereto as **Exhibit 1**. This motion is necessary to facilitate the closing of this transaction and the provision of title insurance to the Buyer.[3] Granting this motion will authorize the Receiver to transfer title to Buyer, via Receiver's Deed, free and clear of any and all liens, encumbrances, and claims. The Property is free of any substantial liens or encumbrances, there is no mortgage that applies to the Property. The legal description of the property is as follows:

> All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Carlstadt, County of Bergen, State of New Jersey:

[2] According to the Addendum to the Purchase and Sale Agreement, the Buyer intends to close the property under 316 20ST LLC.

[3] This motion is necessary as title insurance companies have routinely required a Court order authorizing transfer of title of properties via Receiver's Deed.

BEGINNING at a point in the northwesterly side of 20th Street as widened to 37.50 feet by Deed to the Borough of Carlstadt recorded in Deed Book 6383 page 22 distant on a court of South 37 degrees 38 minutes 50 seconds West from the point of intersection of the northwesterly line of 20th Street (37.50 feet wide) with the southwesterly line of Broad Street (50 feet wide) and running thence

1. South 37 degrees 38 minutes 50 seconds West along the northwesterly line of 20th Street 287.50 feet; thence

2. North 52 degrees 21 minutes 10 seconds West 187.50 feet to the southeasterly line of 19th Street (25 feet wide and improved) thence

3. North 37 degrees 38 minutes 50 seconds East along the southeasterly line of 19th Street 302.50 feet to the southwesterly line of Broad Street (50 feet wide) thence

4. South 52 degrees 21 minutes 10 seconds East along the southwesterly line of Broad Street 172.50 feet to a point of curvature; thence

5. Along the arc of a curve to the right with a radius of 15 feet, an arc distance of 23.55 feet to a point in the northwesterly side of 20th Street and the place of BEGINNING.

NOTE FOR INFORMATION ONLY: Being Lot(s) 1, Block 119 Tax Map of the Borough of Carlstadt, County of Bergen.

CONCLUSION

For the foregoing reasons, the Receiver respectfully requests that this Court grant this motion and approve the transfer of title of the Property via Receiver's Deed, free and clear of any and all liens, encumbrances, and claims. Pursuant to the Court's earlier Order [Doc. 640], the Receiver has attached a proposed order as **Exhibit 2**.

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.

Respectfully submitted,

/s/ Katherine C. Donlon
Katherine C. Donlon, FBN 0066941
kdonlon@jnd-law.com
JOHNSON, NEWLON & DECORT P.A.
3242 Henderson Blvd., Suite 210
Tampa, FL 33609
Tel: (813) 291-3300
Fax: (813) 235-0462

and

Jared J. Perez, FBN 0085192
jared.perez@jaredperezlaw.com
301 Druid Rd. W
Clearwater, FL 33759
(727) 641-6562

Attorneys for the Receiver Burton W. Wiand

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 27, 2026, 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

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into as of the 21st day of August, 2026 (the "Effective Date"), between BURTON W. WIAND, COURT APPOINTED RECEIVER OF 316 20TH STREET LLC, (the "Seller"), and 6 Park Avenue LLC (the "Purchaser").

1. Purchase and Sale. In consideration of their mutual covenants set forth in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, for the Purchase Price (as hereinafter defined) and on the terms and conditions set forth herein, that certain real property more particularly described on Exhibit A, attached hereto and made a part hereof, and generally described as approximately 16,700 square foot building situated on a 1.4 acre lot located at 316 20th Street, Carlstadt, Bergen County, New Jersey, together with all access rights, privileges, easements and appurtenances pertaining thereto and any improvements located thereon in as-is condition (the "Property").

2. Purchase Price; Earnest Money. Subject to the terms of this Agreement and the sale of the Property pursuant to the Bid Procedures (defined below) attached hereto as Exhibit B, as may be modified in the manner required by the Court (as such terms are defined in Section 25 below), the purchase price for the Property shall be THREE MILLION THOUSAND AND NO/100 DOLLARS ($3,000,000.00) (the "Purchase Price"). The Purchase Price shall be payable as follows:

(a) ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) (the "Earnest Money") shall be paid by Purchaser to Foundation Title, as escrow agent (the "Escrow Agent"), located at 3 Becker Farm Road, Ste 305, Roseland, NJ 07068, within five (5) business days after the Effective Date.

(b) The Earnest Money shall be held in escrow and applied against the Purchase Price of the Property as provided for in this Agreement. The Earnest Money shall be maintained by Escrow Agent. Upon receipt of any written certification from Seller or Purchaser claiming the Earnest Money pursuant to the provisions of this Agreement, Escrow Agent shall promptly forward a copy thereof to the other party hereto and, unless such party within seven (7) days after delivery thereof objects, by written notice to Escrow Agent, to such disbursement, Escrow Agent shall disburse the Earnest Money to the party demanding the same and shall thereupon be released and discharged from any duty or obligation hereunder. Escrow Agent is acting as a stakeholder only with respect to the Earnest Money and if there is any dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or as to whom the Earnest Money is to be delivered, Escrow Agent may refuse to make delivery and may continue to hold the Earnest Money until receipt by Escrow Agent of an authorization in writing, signed by the Seller and Purchaser, directing the disposition of the Earnest Money; in the absence of any such written authorization, Escrow Agent may hold the Earnest Money until a final determination of the rights of the parties in an appropriate proceeding or may bring an appropriate action or proceeding for leave to deposit the Earnest Money in a court of competent jurisdiction pending such determination. Seller and Purchaser recognize that Escrow Agent's duties hereunder are only as specifically provided herein and are purely ministerial in nature; and Seller and Purchaser therefore agree that Escrow Agent shall, so long as it acts in good faith, have no liability to either party except for its willful misconduct or gross negligence. Seller and Purchaser do hereby indemnify Escrow Agent against, and agree to hold, save, and defend Escrow Agent harmless from, any costs, liabilities, and expenses incurred by Escrow Agent in discharging its duties hereunder.

(c) Purchaser shall pay the balance of the Purchase Price, subject to a credit for the Earnest Money and subject to the prorations and credits described below, in cash by wire transfer of immediately available federal funds to Escrow Agent in accordance with the terms and conditions

of this Agreement no later than 12:00 P.M. (Eastern Time) on the Closing Date (as hereinafter defined).

3. Closing.

(a) The consummation of the purchase and sale of the Property (the "Closing") shall occur by overnight courier service or "mail away" structure pursuant to a mutually agreeable escrow arrangement, within ten (10) business days of the entry of the Approval Orders (as defined in Section 25(a) below) authorizing the sales procedures and auction and approving the transfer of title, and subject to the satisfaction of the Conditions Precedent (the "Closing Date"), unless such date is extended according to the express provisions of this Agreement or by written agreement signed by the parties. Additionally, the Closing Date shall be automatically extended if the Conditions Precedent have not yet been satisfied.

(a) The Purchase Price shall be paid and all documents necessary for the consummation of this transaction shall be executed and delivered on or prior to the Closing Date, and Seller shall deliver possession of the Property to Purchaser on the Closing Date.

(b) At Closing, Seller shall deliver the following documents:

(i) A Receiver's Deed in recordable form properly executed on behalf of Seller in the form attached hereto and made a part hereof as Exhibit C, conveying to Purchaser the Property described on Exhibit A in fee simple, free and clear of liens and encumbrances except the Permitted Exceptions, as hereinafter defined.

(ii) Evidence of Seller's authority to sell and convey the Property as evidenced by the Court's Orders authorizing the auction and Approving the Receiver's Motion to Transfer Title (and Purchaser shall deliver at Closing evidence of Purchaser's formation, existence, and authority to purchase the Property).

(iii) A Closing Statement executed by Seller (and Purchaser shall likewise deliver at Closing the Closing Statement executed by Purchaser).

(iv) Such other reasonable and customary documents and instruments required by the Title Company to consummate the transactions contemplated by this Agreement (and Purchaser shall likewise deliver such other reasonable and customary documents and instruments requested by the Title Company to consummate the transactions contemplated by this Agreement and insure Purchaser's fee simple title to the Property subject only to the Permitted Exceptions).

(v) A certified copy of the Approval Orders.

4. Brokerage Commission. MBCorp Realty ("Broker) has represented the Purchaser in connection with this transaction. Seller agrees to pay Broker a commission equal to four percent (4%) of the total Purchase Price, which shall be due and payable in full by Seller at Closing. This commission is the sole obligation of the Seller and shall survive Closing.

5. No Inspection Period. Prior to the Effective Date, Purchaser has satisfied itself as to the condition of the Property; therefore, and for the avoidance of doubt, there is no due diligence period or inspection period.

6. Title and Survey; Conditions Precedent.

(a) Title. Purchaser acknowledges receipt of a title insurance commitment (the "Commitment") issued to 6 Park Ave LLC (the "Stalking Horse Bidder") by Escrow Agent (the "Title Company") and a survey (the "Survey") obtained by the Stalking Horse Bidder prepared by

_____TBD_____ and dated _____TBD_____. The matters included on the Commitment and listed on Exhibit D, attached hereto and made a part hereof[1], and all matters shown on the Survey, shall be deemed "Permitted Exceptions."

Anything to the contrary in this Agreement notwithstanding, Seller shall have no affirmative obligation hereunder to expend any funds or incur any liabilities in order to cause any title exceptions to be removed from the Commitment or insured over other any lien or encumbrance arising after the date hereof and voluntarily created or assumed by Seller and not created by or resulting from the acts of Purchaser or third parties unrelated to Seller.

At least five (5) business days prior to the Closing Date, Seller's counsel shall cause the Title Company to deliver to Purchaser a pro-forma title policy or a marked-up Commitment in the form to be issued by the Title Company at Closing insuring Purchaser's fee simple interest in and to the Property subject only to the Permitted Exceptions. Purchaser, at its expense, shall pay for any endorsements to the owner's policy and any loan title policies and endorsements.

(b) Sale Approval; Title Policy. Notwithstanding anything to the contrary contained in this Agreement, the parties' obligations to close this transaction are subject to satisfaction of the following conditions precedent (the "Conditions Precedent"):

(i) Seller has obtained the Approval Orders specified in Section 25(a) of this Agreement, and

(ii) The Title Company, at Purchaser's expense, shall be committed to issue an owner's title insurance policy insuring fee simple title in Purchaser as of the Closing Date, in accordance with the Commitment subject only to the Permitted Exceptions, unless due to the acts or omissions of Purchaser or any parties claiming by, through, or under Purchaser.

Seller will diligently pursue satisfaction of the Conditions Precedent using commercially reasonable efforts, but failure to satisfy the Conditions Precedent despite such efforts shall not be deemed to be a default by Seller.

7. Representations and Warranties. Seller makes no representations or warranties with regard to the Property or the transaction described in this Agreement whatsoever.

Purchaser represents and warrants to Seller that as of the date hereof and as of the Closing Date, Purchaser is a limited liability company, organized under the laws of New Jersey. The execution, delivery, and performance of this Agreement by Purchaser have been duly authorized and no consent of any other person, court, or other entity to such execution, delivery, and performance is required to render this Agreement a valid and binding instrument enforceable against Purchaser in accordance with its terms, except for any consents which have been obtained by Purchaser prior to its execution hereof. Neither the execution of this Agreement or the consummation of the transactions contemplated hereby will result in a breach of, or cause a default or acceleration under, any agreement to which Purchaser is a party (unless such agreement is being terminated or satisfied at Closing) or by which Purchaser is bound. To induce Seller to enter into this Agreement, and as material consideration therefor, Purchaser acknowledges and agrees that Seller shall have no obligations or liability whatsoever regarding the title to, or encumbrances on, the Property and that, in the event of any claims, demands, damages or disputes with respect thereto following the Closing, Purchaser shall look solely to the Title Company.

8. As Is. PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT PURCHASER HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY, AND THAT

[1] TO BE FILLED IN FOLLOWING THE STALKING HORSE BIDDER'S TITLE REVIEW PROCESS.

EXCEPT IF OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DOCUMENTS EXECUTED AT CLOSING, SELLER HAS NOT MADE ANY WARRANTIES OR REPRESENTATIONS CONCERNING THE PROPERTY OR ANY PORTION THEREOF. PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT IF OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DOCUMENTS EXECUTED AT CLOSING, THE PROPERTY IS BEING TRANSFERRED "AS IS" AND EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT OR THE DOCUMENTS EXECUTED AT CLOSING (IF ANY), SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, BUT NOT LIMITED TO, COMPLIANCE WITH ANY SPECIAL USE PERMITS OR DEVELOPMENTS OF REGIONAL IMPACT, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY, (H) THE EXISTENCE OF HAZARDOUS MATERIALS OR GOVERNMENTAL REQUIREMENTS AT THE PROPERTY, (I) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, (J) THE DEVELOPMENT POTENTIAL OF ALL OR ANY PART OF THE PROPERTY, OR (K) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING CONCURRENCY, OR COMPLIANCE WITH ANY SPECIAL USE PERMITS, DEVELOPMENTS OF REGIONAL IMPACT, ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT OR THE DOCUMENTS EXECUTED AT CLOSING (IF ANY), PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE REPORTS OBTAINED BY THE STALKING HORSE BIDDER REGARDING THE PROPERTY, PURCHASER IS RELYING SOLELY THEREON AND NOT ON ANY OTHER INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AT THE CLOSING PURCHASER SHALL ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER OR SELLER'S PARTNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY AND ANY CLAIM IT HAS, MIGHT HAVE HAD, OR MAY HAVE AGAINST SELLER WITH RESPECT TO THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND, EXCEPT IF OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DOCUMENTS EXECUTED AT CLOSING, MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. EXCEPT IF OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DOCUMENTS EXECUTED AT CLOSING, SELLER IS NOT

LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DOCUMENTS EXECUTED AT CLOSING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

AS SET FORTH IN PARAGRAPH 24, THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL REMEDIATION AGREEMENT WITH THE STATE OF NEW JERSEY. PURCHASER ACKNOWLEDGES THATE IT IS AWARE OF THIS AGREEMENT AND THE CONDITIONS IT RELATES TO AND ACCEPTS THE PROPERTY SUBJECT TO THIS AGREEMENT.

8. Seller's Covenants. Between the date of the execution of this Agreement and the Closing, Seller shall refrain from entering into any new lease, easement, agreement or contract for the Property that would extend beyond Closing, unless approved by Purchaser in writing and by the Court after notice to Purchaser and a hearing.

9. Taxes. Accrued general real estate taxes for the year of Closing not yet due and payable shall be prorated as of the Closing Date on the basis of the actual taxes for the year, if known, or if unknown, on the basis of the most recent ascertainable taxes taking into account only the value of the underlying land and excluding any value allocated to improvements on the land. In either case the taxes shall be prorated based on the maximum allowable discount for early payment. Purchaser shall pay all such taxes when they become due and payable and, promptly thereafter, the parties shall reprorate taxes with, if any amount is due, an appropriate payment from one party to the other on the basis of the amount of taxes then due and payable. This agreement to reprorate shall survive Closing. Special assessments which are confirmed or become a lien prior to Closing and pending assessments for work substantially completed as of Closing shall be credited to Purchaser at Closing. Purchaser shall receive no credit for other pending special assessments. All other assessments levied against the Property as of the Closing Date shall be shared by the parties prorata on the Closing Date.

10. Transfer Taxes; Title Charges; Miscellaneous Costs and Fees. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county, or municipality in which the Property is located. Purchaser shall pay the cost of any state or county deed or transfer tax, including documentary stamp tax and surtax. Purchaser shall pay the cost of recording the instruments of conveyance, and all mortgage registration taxes, if any. Each party shall pay its own attorneys' fees except as otherwise provided in this Agreement.

11. Condemnation. If between the Effective Date and the Closing Date, any condemnation or eminent domain proceedings are initiated which might result in the taking of a substantial portion of the Property which would materially adversely affect the development of the Property, Purchaser may (a) terminate this Agreement by written notice to Seller in which event the Earnest Money shall be returned to Purchaser, or (b) proceed with the Closing with no reduction in the Purchase Price, in which event Seller shall assign to Purchaser all of Seller's right, title, and interest in and to any award made in connection with such condemnation or eminent domain proceedings. Seller shall notify Purchaser in writing of the commencement or occurrence of any condemnation or eminent domain proceedings. If such proceedings would result in any such taking, Purchaser shall then notify Seller, within ten (10) days of Purchaser's receipt of Seller's

notice, whether Purchaser elects to exercise its rights under subparagraph (a) or subparagraph (b) of this Section 11. Closing shall be delayed, if necessary, until Purchaser makes such election. If Purchaser fails to make an election within such ten (10) day period, Purchaser shall be deemed to have elected to exercise its rights under subparagraph (b) and Closing shall be delayed, if necessary, until the later to occur of (i) the Closing Date or (ii) five (5) days after the expiration of the ten (10) day period.

12. Default.

(a) If the transaction contemplated herein is not consummated because of a default of Purchaser under the terms of this Agreement, as Seller's only available remedy, Escrow Agent shall promptly pay the Earnest Money, plus interest earned thereon if any, to Seller and Seller shall be entitled to retain the Earnest Money as liquidated damages and in full settlement of any claims or damages, whereupon this Agreement shall become null and void and of no further force or effect, except with respect to those indemnities and obligations of Purchaser set forth in this Agreement which survive termination. It is hereby agreed that Seller's damages may be difficult to ascertain and that the Earnest Money constitutes reasonable liquidation thereof and is intended not as a penalty, but as liquidated damages. Seller shall have no right to seek specific performance of this Agreement or to seek damages from Purchaser (other than the liquidated damages referred to above) as a result of any default by Purchaser under this Agreement.

(b) If the transaction contemplated herein is not consummated because of a default on the part of Seller, Purchaser's sole and exclusive remedy is to terminate this Agreement by written notice to Seller thereof, and then the Earnest Money, plus interest if any, shall be refunded to Purchaser by Escrow Agent upon demand. Except for the foregoing, Purchaser hereby waives any and all other rights and remedies arising out of this Agreement including, without limitation, specific performance of this Agreement. In no event shall Purchaser file a lis pendens related to this Agreement with the Court or with any other court or jurisdiction or in any public records.

(c) Notwithstanding anything to the contrary contained in this Agreement, neither party shall be deemed to be in default of this Agreement unless the defaulting party fails to cure the default within five (5) business days after written notice of such default from the nondefaulting party (except no notice and opportunity to cure is required for a party's failure to close on the Closing Date).

13. Notice. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

If to Seller:
Burton W. Wiand, as Receiver
Law Office of Burton W. Wiand
142 Turner Street
Clearwater, Florida 33756
E-mail: burt@burtonwwiandpa.com

with a copy to:
Katherine C. Donlon
Johnson Newlon & DeCort
3242 Henderson Blvd., Ste 210
Tampa, Florida 33609
E-mail: kdonlon@jnd-law.com

If to Purchaser: _____
_____
_____

Attn: _____
E-mail: _____

With a copy to: _____
_____
_____
Attn: _____
E-mail: _____

If to Escrow Agent: Foundation Title
3 Becker Farm Road, Ste 305
Roseland, New Jersey 07068
E-mail:

Any such notices shall be sent by U.S. certified mail, return receipt requested, or by nationally recognized overnight courier service, or by e-mail, and notices shall be deemed delivered upon actual receipt, provided, however, that if delivery is refused or a notice is unclaimed, notice shall be deemed received (i) if mailed, three (3) days after mailing, or (ii) if overnight courier service, one (1) business day after deposit with the courier service. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

14. No Offer. This Agreement has been submitted for discussion purposes only and shall not be deemed to be an offer by either party to the other to enter into this Agreement or deemed to be a binding agreement. This Agreement shall not be effective in any manner until a fully signed copy or an original executed by both Seller and Purchaser is delivered to Purchaser and is approved by the Court.

15. Time of the Essence; Governing Law; Mandatory and Exclusive Venue. Time is of the essence of this Agreement. If any date on which either party's performance hereunder is to occur falls on a Saturday, Sunday, or national holiday, then the time for such performance shall be extended until the next following business day. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of New Jersey. Seller and Purchaser irrevocably agree that the Court shall have exclusive jurisdiction over any and all matters, disputes, or controversies relating to this Agreement, and/or any other matter that in any way relates to the foregoing. Any and all such matters, disputes, or controversies must only be instituted in the Receivership Action in the Court, which shall be the exclusive venue for any matter, dispute, or controversy relating to this Agreement. The parties hereto irrevocably submit to the exclusive jurisdiction of the Court in any such matters, disputes, and controversies.

16. Assignment. Purchaser may assign its rights under this Agreement to an entity affiliated with or controlled by Purchaser, without Seller's consent; provided, however, that (a) the original Purchaser shall remain liable for the performance of all Purchaser's obligations hereunder accruing through the Closing Date (whether Seller seeks to enforce such obligations prior to Closing, or after Closing, as to obligations that survive Closing); (b) Seller shall incur no additional expenses on account of such assignment; (c) Purchaser shall disclose the identity of such assignee to Seller, and shall supply to Seller all information regarding such assignee as may be reasonably requested by Seller, and (d) the Approval Orders approving the sale of the Property pursuant to this Agreement shall approve the sale to Purchaser's assignee. Any assignment to an entity not affiliated with or controlled by Purchaser shall be subject to Seller's prior written consent, in Seller's sole discretion, and to Court approval as specified in clause (d) above.

17. Survival. No representations, warranties, covenants, agreements, and other obligations of Seller in this Agreement shall survive the Closing of this transaction and no action based thereon

shall be commenced after the Closing of this transaction. However, the obligations of Seller and Purchaser in Sections 9 and 16 of this Agreement and any other indemnity provisions by Purchaser in this Agreement shall survive the Closing of this transaction or the termination of this Agreement.

18. Effective Date. For purposes of this Agreement, the "Effective Date" shall be deemed to be the date set forth in the preamble on page 1 of this Agreement.

19. Prevailing Party. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred by such party, including, but not limited to, reasonable attorneys' fees and court costs, before, during, and after trial, and at appellate levels.

20. No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

21. OFAC Compliance. All funds to be used by Purchaser as payment of the Purchase Price at Closing are from sources operating under, and in compliance with, all federal, state and local statutes and regulations relating to the laundering of money and terrorism and are free of all liens and claims of lien. Neither Purchaser nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become prior to Closing, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities prior to Closing.

22. Miscellaneous. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by e-mail or other electronic means which shall, for all purposes, serve as an original executed counterpart of this Agreement upon delivery of an executed copy hereof by e-mail or other electronic means. The captions in this Agreement are inserted for convenience of reference and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof. No waiver, modification, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, or statements, oral or written, are superseded hereby. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect. Each and every Exhibit referred to in this Agreement is attached to and made a part of this Agreement.

23. PROPERTY TAX DISCLOSURE. PURCHASER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE PURCHASER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS

REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

24. Environmental Terms.

(a) The Property is subject to a Deed Notice attached hereto as Exhibit E. Purchaser understands the obligations under the Deed Notice and agrees to assume all duties thereunder upon the Closing on the Property.

(b) Purchaser shall post the Financial Assurance or Remediation Funding Source as required by applicable authorities which the New Jersey DEP has currently set at Sixty Five Thousand ($65,000) Dollars. Seller, through its predecessor, has currently posted a $65,000 Remediation Funding Source with regard to the ongoing groundwater testing and reporting obligations, and the issuance and implementation of any Remedial Action Permit applicable to the Premises. In connection with getting this existing Remediation Funding Source released and substituted by a Remediation Funding Source posted by Seller, the Parties agree to perform the following acts:

(i) Purchaser shall post a substitute Remediation Funding Source acceptable to the New Jersey Department of Environmental Protection which Owner understands to be $65,000.

(ii) Purchaser and Seller shall submit all necessary forms to the New Jersey Department of Environmental Protection via the Licensed Site Remediation Professional David Pry notifying the appropriate state agencies of Purchaser's new ownership and agreement to take on environmental responsibility.

(iii) To cooperate in good faith to have the existing $65,000 Remediation Funding Source released.

25. Court Approval._

(a) Approval. Purchaser and Seller understand, acknowledge and agree that this Agreement and the sale of the Property are subject to the United Stated District Court for the Middle District of Florida, Tampa Division, Judge Mary Scriven (the "Court"), which is presiding over the Receivership Action, filed February__, 2020, *Securities and Exchange Commission v. Brian Davison, et al.*, (Case No. 8:20-CV-325-T-35-NHA)("the Receivership Action"), (1) approving the Stalking Horse bid procedures and auction and (2) granting the Receiver's Motion to Approve Transfer of Title ("Approval Orders").

(b) Bidding Matter. Purchaser and Seller understand, acknowledge and agree that Seller may seek or entertain one or more bids for the purchase of the Property in accordance with the Bid Procedures and that the Bid Procedures will provide that Seller retain the right at Auction to reject all bids, excluding the bid reflected by this Agreement, subject to the terms of the Bid Procedures. Nothing contained in this Agreement shall prohibit Purchaser from participating in the Auction as

a bidder. Should the Purchaser not be the Prevailing Bidder, as compensation for acting as Stalking Horse bidder, the Purchaser shall receive $30,000 from Seller.

25. WAIVER OF JURY TRIAL. NO PARTY SHALL HAVE THE RIGHT TO SEEK A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND EACH WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE TERMS OF THIS AGREEMENT OR ANY CLOSING DOCUMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. ANY PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH PARTY HERETO. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT. ANY AND ALL DISPUTES IN ANY WAY RELATED TO THIS AGREEMENT OR TRANSACTION SHALL BE RESOLVED IN A SUMMARY PROCEEDING BEFORE THE COURT.

[signatures on next page]

The parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

BURTON W. WIAND, AS COURT APPOINTED RECEIVER OF 316 20th STREET, LLC

Date: 9-4-2026, 2026

PURCHASER:

6 PARK AVE LLC,
a New Jersey limited liability company

By:
Name: ROHIT ROHIT
Title: V. PRESIDENT

Date: AUG-31-, 2026

Escrow Agent acknowledges receipt of the Earnest Money (subject to clearance) and agrees to hold the Earnest Money pursuant to the Agreement.

By:_____
Name:_____
Title:_____

Date:_____, 2026

EXHIBIT "A"

LEGAL DESCRIPTION

3476-2506370-HAC

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Carlstadt, County of Bergen, State of New Jersey:

BEGINNING at a point in the northwesterly side of 20th Street as widened to 37.50 feet by Deed to the Borough o Carlstadt recorded in Deed Book 6383 page 22 distant on a court of South 37 degrees 38 minutes 50 seconds West from the point of intersection of the northwesterly line of 20th Street (37.50 feet wide) with the southwesterly line of Broad Street (50 feet wide) and running thence

1. South 37 degrees 38 minutes 50 seconds West along the northwesterly line of 20th Street 287.50 feet; thence

2. North 52 degrees 21 minutes 10 seconds West 187.50 feet to the southeasterly line of 19th Street (25 feet wide and improved) thence

3. North 37 degrees 38 minutes 50 seconds East along the southeasterly line of 19th Street 302.50 feet to the southwesterly line of Broad Street (50 feet wide) thence

4. South 52 degrees 21 minutes 10 seconds East along the southwesterly line of Broad Street 172.50 feet to a point of curvature; thence

5. Along the arc of a curve to the right with a radius of 15 feet, an arc distance of 23.55 feet to a point in the northwesterly side of 20th Street and the place of BEGINNING.

Note: For informational Purposes Only: BEING Lot 1, Block 119 on a Tax Map of the Borough of Carlstadt County of Bergen

NOTE FOR INFORMATION ONLY: Being Lot(s) 1**, Block 119 Tax Map of the** Borough of Carlstadt, **County of Bergen**

EXHIBIT "C"

Preliminary Statement

BURTON W. WIAND, AS COURT APPOINTED RECEIVER OF 316 20TH STREET LLC ("Seller"), and **6 PARK AVENUE LLC**, or its permitted assigns ("Purchaser"), have entered into a Purchase and Sale Agreement (the "Agreement") dated as of _____, 2026 (the "Effective Date").

By virtue of the various orders emanating from the United States District Court for the Middle District of Florida (the "Court") presiding over *Securities and Exchange Commission v. Brian Davison, et al.*, Case No. 8:20-CV-325-T-35-NHA) (the "Receivership Case"), Seller is vested with title to an approximately 16,700 square foot building situated on a 1.4 acre lot located at 316 20th Street, Carlstadt, Bergen County, New Jersey 1.88, as more particularly described on **Exhibit A** attached to the Agreement. (All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement).

BID PROCEDURES

1. **Marketing Period; Acceptance of Bids.**

(a) *Marketing Period.* The Seller shall have until the Bid Deadline (the "Marketing Period") to market the Property to third parties and solicit and accept Qualified Bids (as defined below) for the purchase of the Property through the Receivership-Auctions.com website.

(b) *Potential Bidder.* Before submitting a Qualified Bid Packet (as defined below), every potential bidder other than Purchaser must deliver to Seller (i) an executed confidentiality agreement in form and substance satisfactory to Seller (the form of confidentiality agreement may be obtained from Seller upon request), and (ii) evidence acceptable to Seller establishing, in the business judgment of Seller, that the potential bidder has the financial ability to close the potential sale. Prior to execution of the Agreement, Bidder shall have conducted any inspection and due diligence as Bidder deems fit.

(c) *Qualified Bid Packet. A* "Qualified Bid Packet" shall comply with and/or include all of the following items:

(i) An executed purchase and sale agreement that substantially conforms to the Agreement that includes a purchase price equal to or greater than Three Million and 00/100 Dollars ($3,000,000.00), and a redline version showing

any changes from the Agreement, which executed purchase and sale agreement Seller will file with the Court prior to the Bid Deadline (as defined below);

(ii) Any bid must not contain any contingencies to the validity, effectiveness, and/or binding nature of the offer, including without limitation, contingencies for financing or due diligence;

(iii) Financial information sufficient for Seller to assess the financial wherewithal of the bidder to close on the sale of the Property in the event that the bidder is the successful bidder; such information shall include, at a minimum, financial statements, bank account statements, or other documents of such entity (including information on any third-party funding required to consummate and perform under the purchase agreement) establishing the ability to timely close the transaction by the Auction; and

(iv) A letter setting forth the identity of the potential bidder, the contact information for such potential bidder, and full disclosure of all parties participating with the potential bidder.

(d) The Qualifying Bid Packet must be delivered to tony@receivership-auctions.com with the items described above on or before the Bid Deadline. By submitting a Qualifying Bid Packet, a bidder is agreeing to the terms and conditions of www.Receivership-auctions.com as stated on its website.

(e) *Bid Deadline.* The deadline for submitting bids by a Qualified Bidder shall be thirty (30) days following the Court's approval of the auction process, at 5:00 p.m. (Eastern Time) (the "Bid Deadline").

(f) *Qualified Bidder.* Before the Auction, Seller shall evaluate each Qualifying Bid Packet and may then identify a person, persons, entity, or entities from among those who submitted a Qualifying Bid Packet and deem those person(s) "Qualified Bidders" with "Qualifying Bids." By participating in the Auction, each Qualified Bidder consents to its bid being designated as a back-up bid in the event its bid is designated as the second highest and best offer to purchase the Property. A Qualified Bid will be valued based upon the following factors: (a) the purchase price relating to the Qualified Bid; (b) the ability to close the sale transaction without delay and by the Auction; and (c) any other factors Seller may deem relevant, including, without limitation, execution risk presented by a Qualified Bidder's bid and transaction structure. Seller reserves the right to make the final determination of who is a Qualified Bidder. Purchaser shall be deemed to be a Qualified Bidder. Seller shall notify all Qualified

Bidders no later than 5:00 p.m. Eastern Time one business day before the Auction that they may participate in the Auction All Qualified Bidders and Purchaser shall be bound by their bids until the conclusion of the Auction. Bidders do not have standing to dispute the determination as to whether or not a bid is a Qualified Bid.

2. Auction.

(a) *No Qualified Bids.* If no Qualified Bid (other than Purchaser's bid) is received by the Bid Deadline, Seller shall report the same to the Court. Seller may deem Purchaser's bid the highest or otherwise best offer for the Property and may proceed with the transaction contemplated by the Agreement.

(b) *Time and Location of Auction.* If one or more Qualified Bids (other than Purchaser's bid) are received, Seller will conduct an online auction (the "Auction") through www.receivership-auctions.com with respect to the Property. The Auction, if required, will occur as soon as is practicable on or about fifteen (15) days following the Bid Deadline ("Auction Date"). The Auction will be conducted online and all Qualified Bidders will use their login credentials from their submission of their Qualified Bids to participate. Receiverships-Auction.com will oversee the Auction. The Auction may be adjourned from time to time at the discretion of Seller. Only Purchaser, Seller, and any Qualified Bidders (and such parties' representatives and professionals) will be entitled to participate at the Auction

(c) *Bidding Increments*. The Auction shall be conducted as an online "open cry" auction. Bidding will begin at the purchase price stated in the Agreement or if higher, highest purchase price stated by one or more Qualified Bids for the Property. Bidding will subsequently continue in additional minimum increments of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) in cash. Purchaser is not required to participate in the bidding but shall have the right to bid at any time during the Auction.

(d) *Prevailing Bid.* The highest and best offer at the expiration of the Auction shall be deemed the winner (the "Prevailing Bid") (the Prevailing Bid being submitted by the "Prevailing Bidder"). Seller shall also designate the Back-Up Bidder.

(e) *Prevailing Bid Deposit*. Within twenty-four (24) hours following the conclusion of the Auction, the Prevailing Bidder shall pay a Bidder Deposit equal to 15% of the Prevailing Bid. If there are no Qualified Bids or if Purchaser's bid is the Prevailing Bid, within two (2) business days following the Auction, Purchaser shall increase its Earnest Money so that Purchaser's increased Earnest Money equals 15% of the Purchase

Price or the Prevailing Bid, as applicable. The Bidder Deposit shall be deposited with and held in trust by the Escrow Agent.

3. Transfer of Title Order. Within three (3) business days of receipt of the increased Bidder Deposit, Seller will move the Court for an Order approving the transfer of title to the Property.

4. **Back-Up Bidder.** If any Prevailing Bidder fails to consummate the purchase of the Property within seven (7) business days of the required closing date because of a breach or failure to perform on the part of such Prevailing Bidder, the Prevailing Bidder shall forfeit its Bidder Deposit to Seller and the next highest or otherwise best Qualified Bid or Qualified Bids for the Property will be deemed to be the Prevailing Bid, and Seller will be authorized to consummate the sale with the applicable Qualified Bidder submitting such bid without further order of the Court (other than the Approval Orders) (the "Back-Up Bidder"). The closing of the Sale to a Backup Bidder shall take place within ten (10) days after such Back-Up Bidder receives notice from Seller that the Prevailing Bidder failed to close and that Seller has elected to proceed to close with one or more Back-Up Bidders. If the Back-Up Bidder is unable or unwilling to close the sale in the time permitted, the Back-Up Bidder shall forfeit its Bidder Deposit to Seller.

5. **Expense Reimbursement.** If the Prevailing Bidder is unaffiliated with Purchaser pursuant to a higher or better offer for the Property (an "Alternative Offer") and (ii) the sale of the Property pursuant to the Alternative Offer actually closes, Purchaser shall be paid by Seller from the sale proceeds of such Alternative Offer Thirty Thousand and No/100 Dollars ($30,000.00) (the "Expense Reimbursement"). Anything contained in the Agreement to the contrary notwithstanding, if the Property is sold and closed pursuant to an Alternative Offer, the Agreement shall be deemed terminated and Purchaser shall have the right to receive a prompt return of the Earnest Money (including the Non-Refundable Deposit but minus the Independent Consideration), and the Expense Reimbursement shall be paid to Purchaser as specified in these Bid Procedures and as approved by the Court. No bidder other than Purchaser shall be entitled to have a reimbursement, break-up or any other termination fee paid to them or to anyone they so designate, expense reimbursement, or similar payment.

6. **Modifications to Bid Procedures.** Seller reserves all rights to impose, at or before the Auction, additional terms and conditions on the sale of the Property, to extend or adjourn any deadlines set forth in these Bid Procedures, and to take any other actions with respect to the Auction, the Bid Procedures or the sale of the Property which in his business judgment are reasonably necessary to maximize the value of the Property that

are not inconsistent with these Bid Procedures, the Agreement, or any order of the Court. Any modifications to the terms or conditions of the Auction shall be made known to all Qualified Bidders prior to the Auction.

7. **Court Jurisdiction.** The Court shall retain exclusive jurisdiction over any and all matters, disputes, or controversies relating to the sale, the Bid Procedures, the Agreement, the Auction, and/or any other matter that in any way relates to the foregoing. Any and all such matters, disputes or controversies must only be instituted in the Court, which shall be the exclusive venue for any matter, dispute, or controversy relating to the Bid Procedures, the Agreement, the Auction, and/or any other matter that in any way relates to the foregoing. The parties hereto irrevocably submit to the exclusive jurisdiction of the Court in any such matters, disputes, and controversies. Any party disputing the sale, the Bid Procedures, the Agreement, the Auction and/or any other matter that in any way relates to the foregoing shall do so in a summary proceeding before the Court in the Receivership Case.

8. **Miscellaneous.** All Qualified Bidders shall be deemed to have waived any right to a jury trial in connection with any disputes relating to the Auction and/or the sale of the Property. All purchase agreements shall be governed by and construed in accordance with the laws of the State of New Jersey.

[End of Bid Procedures]

EXHIBIT "C"

RECEIVER'S DEED

THIS INDENTURE, made as of the ____ day of _____20___, by and between **Burton W. Wiand, Receiver for 316 20th Street, LLC** (hereinafter referred to as the "Grantor"), having a mailing address of 114 Turner Street, Clearwater, Florida 33756, and _____ _____ (hereinafter referred to as the "Grantee") having an address of _____.

WITNESSETH:

That Burton W. Wiand was appointed as Receiver for the Property, as hereinafter described, pursuant to that certain Order Appointing Receiver in *Securities and Exchange Commission v. Brian Davison, et al.*, United States District Court, Middle District of Florida, Tampa Division, Case No.: 8:20-cv-00325-T-35AEP. The sale having been duly approved by Order of The United States District Court, Middle District of Florida, entered _____, 20__ (hereinafter referred to as the "Order" and attached hereto as Exhibit 1 and incorporated herein by this reference).

That for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all of Grantor's right, title and interest in and to all that certain tract or parcel of land lying and being in Bergen County New Jersey, being more particularly described in Exhibit 2 attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

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

IN WITNESS WHEREOF, Grantor has signed and sealed this Receiver's Deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

_____ Witness signature

_____ Burton W. Wiand, Receiver for 316 20th Street, LLC

_____
Printed name

_____
Witness signature

_____
Printed name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of □ physical presence or □ online notarization**, this ____ day of _____, 20__, by Burton W. Wiand, Receiver for _____, a _____ company, who is □ personally known to me or □ has produced _____ as identification.

_____
Notary Public

Printed Name: _____

My Commission Expires:_____

EXHIBIT 1 TO RECEIVER'S DEED
COURT ORDER

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v. Case No. 8:20-cv-00325-MSS-NHA

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.
_____/

DRAFT

ORDER

THIS CAUSE comes before the Court for consideration of the Receiver's Unopposed Motion to Approve Transfer of Title to the Property Located at 316 20th Street, Carlstadt, New Jersey (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 Court previously approved the sale of the Property as part of an auction conducted by the Receiver. (Dkt. ___) The Property was sold at auction to_____, and the Receiver requests that the Court approve the transfer of title of the Property to_____. (Dkt. ___) The SEC consents to the relief sought in the Motion and has waived any right to appeal this Order. (Id.) 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 316 20th Street, Carlstadt, New Jersey, better known as Bergen County Property Appraiser's Parcel Id Number (PIN): _____ _____ to _____ is **APPROVED.** The Property's legal description is as follows:

DRAFT

_____

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

DONE and ORDERED in Tampa, Florida, this __ day of _____ 20__.

_____
MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record
Any Unrepresented Person

EXHIBIT 2 TO RECEIVER'S DEED

LEGAL DESCRIPTION

3476-2506370-HAC

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Carlstadt, County of Bergen, State of New Jersey:

BEGINNING at a point in the northwesterly side of 20th Street as widened to 37.50 feet by Deed to the Borough o Carlstadt recorded in Deed Book 6383 page 22 distant on a court of South 37 degrees 38 minutes 50 seconds West from the point of intersection of the northwesterly line of 20th Street (37.50 feet wide) with the southwesterly line of Broad Street (50 feet wide) and running thence

1. South 37 degrees 38 minutes 50 seconds West along the northwesterly line of 20th Street 287.50 feet; thence

2. North 52 degrees 21 minutes 10 seconds West 187.50 feet to the southeasterly line of 19th Street (25 feet wide and improved) thence

3. North 37 degrees 38 minutes 50 seconds East along the southeasterly line of 19th Street 302.50 feet to the southwesterly line of Broad Street (50 feet wide) thence

4. South 52 degrees 21 minutes 10 seconds East along the southwesterly line of Broad Street 172.50 feet to a point of curvature; thence

5. Along the arc of a curve to the right with a radius of 15 feet, an arc distance of 23.55 feet to a point in the northwesterly side of 20th Street and the place of BEGINNING.

Note: For informational Purposes Only: BEING Lot 1, Block 119 on a Tax Map of the Borough of Carlstadt County of Bergen

NOTE FOR INFORMATION ONLY: Being Lot(s) 1**, Block 119 Tax Map of the** Borough of Carlstadt, **County of Bergen**

EXHIBIT "D"

PERMITTED EXCEPTIONS

[TO BE FILLED IN FOLLOWING THE STALKING HORSE BIDDER'S TITLE REVIEW PROCESS]

EXHIBIT "E"

DEED NOTICE

Purchase And Sale Agreement Addendum

1. Parties, Property and Incorporation

This Addendum ("Addendum") is made on October 22 2026 and amends the Purchase and Sale Agreement dated September 4 2026 (the "Agreement") between:

- **Seller:** BURTON W. WIAND, solely in his capacity as Court-Appointed Receiver of 316 20TH STREET LLC, and not individually ("Seller" or "Receiver")
- **Buyer:** 6 Park St LLC, a New Jersey limited liability company ("Buyer")

Property: 316 20th Street, Borough of Carlstadt, Bergen County, New Jersey, designated as Exhibit A in the Purchase and Sale Agreement.

1.1 This Addendum is incorporated into and made part of the Agreement. If this Addendum conflicts with the Agreement, this Addendum controls.

Buyer and Seller agree to the following changes:

Buyers Name: 6 Park St LLC shall be become to 316 20ST LLC.

Purchase Price: The purchase price shall be adjusted from $3,000,000 to $3,750,000 recognizing the winning bid at Auction.

SELLER:

BURTON W. WIAND, solely as Court-Appointed Receiver of 316 20TH STREET LLC, and not individually

By: _____ Date: 10-27-2026

BUYER:

316 20ST LLC

By: Rohit Date: 10/26/2026

Name and Title: Rohit Rohit

EXHIBIT 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v. Case No. 8:20-cv-00325-MSS-NHA

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 Unopposed Motion to Approve Transfer of Title to the Property Located at 316 20th Street, Carlstadt, New Jersey 07072 (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 Court previously approved the sale of the Property as part of an auction conducted by the Receiver. (Dkt. 1429) The Property was sold at auction to 6 Park Avenue LLC, and the Receiver requests that the Court approve the transfer of title of the Property to 6 Park Avenue LLC or its assigns. (Dkt. ___) The SEC consents to the relief sought in the Motion. (Id.) The Receiver provided the Purchase and Sale Agreement and Addendum 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 316 20th Street, Carlstadt, New Jersey 07072, better known as Being Lot(s) 1, Block 119 Tax Map of the Borough of Carlstadt, County of Bergen to 6 Park Avenue LLC or its assigns is **APPROVED.** The Property's legal description is as follows:

> All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Carlstadt, County of Bergen, State of New Jersey:
>
> BEGINNING at a point in the northwesterly side of 20th Street as widened to 37.50 feet by Deed to the Borough of Carlstadt recorded in Deed Book 6383 page 22 distant on a court of South 37 degrees 38 minutes 50 seconds West from the point of intersection of the

northwesterly line of 20th Street (37.50 feet wide) with the southwesterly line of Broad Street (50 feet wide) and running thence

1. South 37 degrees 38 minutes 50 seconds West along the northwesterly line of 20th Street 287.50 feet; thence

2. North 52 degrees 21 minutes 10 seconds West 187.50 feet to the southeasterly line of 19th Street (25 feet wide and improved) thence

3. North 37 degrees 38 minutes 50 seconds East along the southeasterly line of 19th Street 302.50 feet to the southwesterly line of Broad Street (50 feet wide) thence

4. South 52 degrees 21 minutes 10 seconds East along the southwesterly line of Broad Street 172.50 feet to a point of curvature; thence

5. Along the arc of a curve to the right with a radius of 15 feet, an arc distance of 23.55 feet to a point in the northwesterly side of 20th Street and the place of BEGINNING.

NOTE FOR INFORMATION ONLY: Being Lot(s) 1, Block 119 Tax Map of the Borough of Carlstadt, County of Bergen.

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

DONE and ORDERED in Tampa, Florida, this __ day of _____ 20__.

_____
MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record
Any Unrepresented Person