

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO.: 23-24903-CIV-JB**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

RISHI KAPOOR, et al.,

Defendants.

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**RECEIVER’S MOTION TO APPROVE PUBLICATION NOTICE  
REGARDING SALE OF COMMODORE PROPERTIES**

Bernice C. Lee, as Receiver (“Receiver”) over the companies listed herein (collectively, the “Company Defendants” and “Receivership Defendants”),<sup>1</sup> moves to approve the proposed publication notice with regard to the sale of the Commodore Properties. In support, the Receiver states:

1. The Receiver has filed a Motion to Approve Sale of Commodore Properties Free and Clear of Liens, Encumbrances and Interests [ECF No. 238], proposing to sell the receivership estate’s fee simple and leasehold interests in five parcels located on Commodore Plaza in Miami, Florida referred to as the Commodore Properties.

2. Although the Court has entered an Order approving a stipulation among the parties waiving any requirements of 28 U.S.C. § 2001 [ECF No. 51] with regard to sales of real property by the Receiver, certain parties have objected that its provisions nonetheless apply. Among the provisions of 28 U.S.C. § 2001 is one that provides that “Before confirmation of any private sale,

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<sup>1</sup> Capitalized terms not otherwise defined have the meanings given in the Receiver’s Motion to Approve Sale of Commodore Properties Free and Clear of Liens, Encumbrances and Interests [ECF No. 238].

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.”

3. In order to moot potential objections, the Receiver intends to provide publication notice of the proposed sale of the Commodore Properties, and by this motion requests that the Court approve the form and manner of notice.

4. The Receiver proposes to publish a legal notice in the Miami Herald, South Florida Sun Sentinel, and South Florida Business Journal, which reads as follows:

LEGAL NOTICE: Pursuant to 28 U.S.C. § 2001, Bernice C. Lee, as Receiver (“Receiver”) appointed in the matter of SECURITIES & EXCHANGE COMMISSION V. RISHI KAPOOR, ET AL., CASE NO. 23-24903-CIV-JB (U.S.D.C. S. D. Fla.), will conduct a private sale of the Receivership estate’s interest in the properties located at 3138 Commodore Plaza, 3120 Commodore Plaza, 3162 Commodore Plaza, 3166/3168 Commodore Plaza, and 3170 Commodore Plaza, Miami, Miami-Dade County, Florida for \$28,200,000. The sale is subject to the approval of the United States District Court. All inquiries regarding the property or the sale should be made to the Receiver at (305) 372-1800.

The Receiver has received the following quotes for the cost of publication: Miami Herald (\$202.34); Sun Sentinel (\$43.24); and South Florida Business Journal (\$75).

5. The Receiver further proposes to advise the Court if a bona fide offer which guarantees at least a 10% increase over the price offered is made within ten days after the publication of the notice.

6. Section 2001(b) does not direct any particular manner of publication notice, and courts in other receivership cases have found similar publication notice in a newspaper of general circulation in the geographic area where the property is located to be appropriate and sufficient. *See, e.g., S.E.C. v. Nadel*, Case No. 8:09-cv-0087, ECF Nos. 810, 811, 828 (attached as Exhibits

“A,” “B” and “C”) (approving sale upon publication of notice in a newspaper of general circulation in the area, with certification no offers submitted within ten days); *S.E.C. v. TCA Fund Mgmt. Group Corp.*, Case No. 24-21964-CIV-ALTONAGA, ECF No. 181 (attached as Exhibit “D”) (approving receiver’s entry into sale agreement, authorizing publication of terms of sale in a newspaper of general circulation, and requiring an overbid to be submitted within ten days of date of publication).

7. The Receiver submits that the form and manner of publication notice are appropriate here, and requests that they be approved by the Court.

The Receiver has conferred with counsel for the SEC and Rishi Kapoor, who have no objection to the relief requested, and with counsel for the CG Members, who have advised that they will oppose this motion.

WHEREFORE, the Receiver requests the Court enter an Order in the form attached as Exhibit “E” approving the form and manner of publication notice of the sale of the Commodore Properties proposed herein.

Dated: March 11, 2025

Respectfully submitted,

**KOZYAK TROPIN & THROCKMORTON, LLP**  
2525 Ponce de Leon Boulevard, 9<sup>th</sup> Floor  
Coral Gables, Florida 33134  
Tel: (305) 372-1800  
Fax: (305) 372-3508  
Email: [dlr@kttlaw.com](mailto:dlr@kttlaw.com)

By: /s/ David L. Rosendorf  
David L. Rosendorf  
Florida Bar No. 996823

*Counsel for Bernice C. Lee, Receiver*

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been served via CM/ECF upon all counsel of record this 11th day of March, 2025.

By: /s/ David L. Rosendorf  
David L. Rosendorf

# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

ARTHUR NADEL,  
SCOOP CAPITAL, LLC,  
SCOOP MANAGEMENT, INC.,

Defendants.

CASE NO.: 8:09-cv-0087-T-26TBM

SCOOP REAL ESTATE, L.P.,  
VALHALLA INVESTMENT PARTNERS, L.P.,  
VALHALLA MANAGEMENT, INC.,  
VICTORY IRA FUND, LTD,  
VICTORY FUND, LTD,  
VIKING IRA FUND, LLC,  
VIKING FUND, LLC, AND  
VIKING MANAGEMENT, LLC.

Relief Defendants.

RECEIVER'S UNOPPOSED VERIFIED MOTION FOR  
APPROVAL OF SALE OF REAL PROPERTY LOCATED IN TAZEWELL, TN

Pursuant to 28 U.S.C. § 754, 28 U.S.C. §§ 2001 and 2002, Fed. R. Civ. P. 66, and Rule 3.01 of the Local Rules of the Middle District of Florida, Burton W. Wiand, as Receiver (the “**Receiver**”), respectfully moves the Court for authorization, in substantially the form attached as **Exhibit 1**, to (i) sell certain real property free and clear of all liens,

claims, and encumbrances; and (ii) relieve the Receiver from certain provisions of 28 U.S.C. § 2001.

### INTRODUCTION

The Receivership Estate holds title to real property located at Lot #68 Woodlake Boulevard, Tazewell, Tennessee 37879 (the “**Tazewell Property**”), which is free and clear of any known liens and encumbrances. The Tazewell Property was obtained by the Receiver from a defendant in *Burton W. Wiand, as Receiver v. Stanley W. Mason, Jr., individually, Stanley W. Mason, Jr. and Doris A. Mason, as Trustees of the Stanley W. Mason, Jr. and Doris A. Mason Trust Agreement u/a/d September 24, 1998, and the Mason Family Limited Partnership*, Case No.: 8:10-cv-219-T-17MAP (M.D. Fla.), a “clawback” case brought by the Receiver, as part of the settlement of that matter. The Receiver has listed the Tazewell Property through a broker and has received an offer to purchase the Tazewell Property for \$45,000, which the Receiver believes represents a fair and reasonable price. In light of the relatively low value of the Tazewell Property, the Receiver has only obtained one appraisal to date, which concluded the property had an appraised value of \$47,000 (the “**Appraisal**”).<sup>1</sup> A copy of the Appraisal is attached hereto as **Exhibit 2**. The Receiver believes it is in the Receivership Estate’s best interests to proceed with the sale of the Tazewell Property without spending money on additional appraisals, and thus requests that the Court waive, or find that

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<sup>1</sup> The Receiver previously advised this Court of a realtor’s estimate that the Tazewell Property was worth \$65,000 to \$70,000 in a motion to approve the Receiver’s settlement with the clawback defendants in December 2010 (Doc. 571). The Tazewell Property has been on the market now for over a year and has not received any offers to purchase the property besides the current offer to purchase the property for \$45,000. In light of the uncertain state of the real estate market, the Receiver believes this offer represents the current fair and reasonable price for the Tazewell Property.

the Receiver has substantially complied with, the procedures in 28 U.S.C. § 2001(b), which address the private sale of real property by a receiver.

The Appraisal the Receiver obtained was conducted by Kimberly Setsor of Setsor Appraisal Service, who is a disinterested appraiser, and the Receiver also seeks her *nunc pro tunc* appointment as appraiser pursuant to 28 U.S.C. § 2001. Indeed, the Receiver believes that, given the uniqueness of the Tazewell Property and the limited comparable sales, it is unlikely that additional appraisals would be materially different from the appraisal already obtained by the Receiver.

### **BACKGROUND**

On January 21, 2009, the Securities and Exchange Commission (“**Commission**”) initiated this action to prevent the defendants from further defrauding investors of hedge funds operated by them. That same day, the Court entered an order appointing Burton W. Wiand as Receiver for Defendants Scoop Capital, LLC (“**Scoop Capital**”) and Scoop Management, Inc. (“**Scoop Management**”) and Relief Defendants Scoop Real Estate, L.P. (“**Scoop RE**”); Valhalla Investment Partners, L.P.; Valhalla Management, Inc.; Victory Fund, Ltd.; Victory IRA Fund, Ltd.; Viking IRA Fund, LLC; Viking Fund, LLC; and Viking Management, LLC (the “**Order Appointing Receiver**”). (*See generally* Order Appointing Receiver (Doc. 8).) The Court subsequently granted several motions to expand the scope of the Receivership to include other entities owned or controlled by Arthur Nadel (“**Nadel**”). (*See generally* Docs. 17, 44, 68, 81, 153, 172, 454.) All of the entities in receivership are hereinafter collectively referred to as the “**Receivership Entities**.” Pursuant to the Order Appointing Receiver, the Receiver was directed to, *inter alia*, administer and manage the



business affairs, funds, assets, choses in action and any other property of the Receivership Entities.

### **The Tazewell Property**

After his appointment and pursuant to the authority granted by the Order Appointing Receiver, in relevant part the Receiver instituted actions against investors whose redemptions from Receivership Entities exceeded their total investment. One of these actions was brought against Stanley W. Mason, Jr., individually; Stanley W. Mason, Jr. and Doris A. Mason, as Trustees of the Stanley W. Mason, Jr. and Doris A. Mason Trust Agreement u/a/d September 24, 1998; and the Mason Family Limited Partnership (collectively, the “**Masons**”). On December 6, 2010, the Receiver and the Masons entered into a settlement agreement under which the Masons would, in part, transfer title of the Tazewell Property to the Receiver. The settlement was approved by this Court on December 13, 2010 (Doc. 573). The Receiver took possession of the property pursuant to a Warranty Deed executed by the Masons on December 14, 2010, and it was recorded with a Register of Deed in Claiborne County, Tennessee on January 11, 2011. The Receiver now seeks to sell the property by private sale and convey title by Receiver’s Deed, free and clear of all claims, liens, and encumbrances.

The Tazewell Property is an undeveloped, approximately one-half acre (103 feet by 108 feet) semi-wooded residential lot located in the Woodlake Golf Community in Tazewell, Tennessee (the lot is commonly referred to as #68 in the Woodlake Community). As indicated above, the Receiver acquired title to the property in late 2010 through the settlement of a clawback proceeding. The Tazewell Property has received no significant improvements since title was transferred to the Receiver, nor is it subject to any known liens

or encumbrances. Further, no claims have been filed in the Receivership which are connected in any way to the Tazewell Property.

**The Receiver's Marketing Efforts and Offer to Purchase the Tazewell Property**

The Receiver engaged realtor Debbie Snyder of Lakeside Realty to list and actively market the Tazewell Property for sale. Ms. Snyder has represented numerous buyers and sellers of homes in the Woodlake Golf Community. The Receiver also marketed the property through his website, www.nadelreceivership.com, in a specific "Assets for Sale" section. The property was listed for sale on February 16, 2011, for the price of \$45,000.00, which was determined based upon condition of the market and comparable properties for sale in the Woodlake Golf Community and surrounding area. A review of sales data attached as "**Exhibit 3**" shows that the proposed purchase price exceeds the average selling price of comparable properties.

The Receiver has received an offer from private citizens (the "**Purchasers**"), who have provided proof of funds in the form of a loan commitment letter, to purchase the Tazewell Property for \$45,000.00. The Receiver has accepted this offer, subject to the Court's approval. The Receiver has received no other offers to date even though, as noted above, the property has been listed for sale for approximately a year. The proposed sale is scheduled to close within thirty days of the approval of the sale of the Tazewell Property by the Court and is intended to be free of all liens, claims, and encumbrances. As such, the Receiver entered into a Lot/Land Purchase and Sale Agreement with Purchasers (the "**Agreement**"), a copy of which is attached hereto as "**Exhibit 4**". The Receiver believes that the proposed offer is reasonable in light of the current market conditions and the appraised

value of the property. Pursuant to the Agreement, the Receivership Estate will net approximately \$38,000.00 from the sale after deducting the commission and normal closing costs.

### MEMORANDUM OF LAW

#### **I. THE COURT HAS BROAD POWERS OVER THIS RECEIVERSHIP'S ADMINISTRATION**

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). The relief sought by the Receiver falls squarely within those powers. The Receiver believes that the sale of the Tazewell Property is in the best interests of and represents the best possible recovery for the Receivership Estate; the proposed sale would result in the recovery of approximately \$38,000.00 for the benefit of defrauded investors. The relief sought is in furtherance of the duties and authorities bestowed upon the Receiver by the Order Appointing Receiver.

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); *S.E.C. v. Fischbach Corp.*, 133 F.3d 170, 175 (2d Cir. 1997). The goal of a receiver charged with liquidating assets is to obtain the best value for the estate available under the circumstances. *Fleet Nat'l Bank v. H & D Entertainment, Inc.*, 926 F. Supp. 226, 239-40 (D. Mass. 1996), *citing Jackson v. Smith*, 254 U.S. 586 (1921). Further, the paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate. *See e.g. Four B. Corp. v. Food Barn Stores, Inc.*, 107 F.3d 558, 564-65 (8th Cir. 1997).

**II. THE COURT HAS THE POWER TO DEVIATE FROM THE REQUIREMENTS OF 28 U.S.C. § 2001, AND THAT IS WARRANTED UNDER THE CIRCUMSTANCES HERE**

Pursuant to 28 U.S.C. § 2001, property in the possession of a receiver may be sold by private or public sale. 28 U.S.C. § 2001. Specifically, subsection (b) establishes the following procedures for a private sale of real property:

(b) 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).

Notwithstanding the language of Section 2001(b), district courts are afforded wide discretion in overseeing the sale of real and personal property in equity receiverships. Any actions taken by the district court in the exercise of this discretion are 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 defrauded investors. *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).

Consistent with this discretion, courts have allowed deviations from the requirements of Section 2001(b) to approve sales of real property in equity receiverships. *See S.E.C. v. Global Online Direct, Inc.*, Case No. 1:07-CV-0767-WSD, Order Granting Receiver's Mot. For Order Authorizing the Sale of Certain Property (N.D. Ga. 2009) ("The Court hereby relieves the Receiver from the provisions of 28 U.S.C. §§2001-2002"); *S.E.C. v. Stanley J. Kowalewski et. al.*, Case No. 1:11-cv-0056-TCB, Order Granting Receiver's Motion for Approval of Private Sale of Real Property (N.D. Ga. 2012) (finding compliance with 28 U.S.C. §2001(b) despite receiver not obtaining three appraisals for each property). These orders are attached hereto as "**Composite Exhibit 5**". At least one court authorized a receiver's private sale of real property under 28 U.S.C. § 2001 without requiring *any* appraisals. In *S.E.C. v. Billion Coupons, Inc.*, the receiver proposed that the court deviate from the appraisal requirements of 28 U.S.C. § 2001(b) and instead authorize the receiver to retain a licensed real estate broker to market and sell the property for the highest and best

price obtained. 2009 WL 2143531, \*3 (D. Hawaii 2009). Concluding that the proposed plan contained sufficient safeguards for maximizing the sales price, as well as an efficient process to minimize carrying costs and other expenses, the court granted the receiver's request to deviate from 28 U.S.C. § 2001. 2009 WL 2143531 at \*4. Further, this Court recently authorized the sale of real property in an equity receivership despite the receiver obtaining less than the three appraisals required under Section 2001(b). In *S.E.C. v. Patrick Kirkland et. al.*, the receiver requested that the court find substantial compliance with the appraisal requirements in Section 2001 based on a single appraisal and the uniqueness of the subject property. 2009 WL 1439087 (M.D. Fla. 2009). Citing the receiver's belief that the proposed sale was in the best interest of the receivership estate and that no benefit would be realized in obtaining additional appraisals, the court granted – over the defendant's objection – the waiver of the requirements of Section 2001(b). *Id.* at \*3.

Importantly, neither the receiver in *Kirkland* nor in *Billion Coupons* obtained both an appraisal and the services of a realtor in listing the property for sale, as the Receiver has done here, but still received court approval of their deviation from the Section 2001 requirements. Not only do the Receiver's efforts here exceed those in *Kirkland* and *Billion Coupons*, but full compliance with the statutory procedures enumerated in Section 2001(b) here would result in the unwarranted depletion of funds and resources of the Receivership Estate. Given the (1) uniqueness and undeveloped state of the Tazewell Property, (2) existence of a ready and willing buyer, (3) existence of an appraisal supporting the proposed sales price, and (4) the relatively low value of the Tazewell Property, the Receiver requests that the Court authorize deviation from the statutory requirements associated with the proposed sale of the

Tazewell Property. Such deviation is warranted as compliance would result in a disproportionate financial cost to the Receivership Estate.

As previously mentioned, the Receiver has obtained one appraisal that currently estimates the value of the Tazewell Property at \$47,000.00. Given the relatively low value of the Tazewell Property, the Receiver believes that obtaining additional appraisals would be unnecessary, as (1) the proposed sale price of the Tazewell Property is consistent with the value disclosed in the Appraisal, and (2) the costs of such appraisals would serve only to deplete funds from the proceeds of the proposed sale. Additionally, the proposed sales price is well within the range of sales of comparable property as shown in Exhibit 3. Finally, the sales price of \$45,000 is within two-thirds of the average appraised value as required by 28 U.S.C. § 2001(b). The Receiver is unaware of any claims to the Tazewell Property nor has he received any indication that any interested party plans to object to the proposed sale. Thus, the Receiver respectfully requests that the Court approve the proposed sale of the Tazewell Property and find that the Receiver has substantially complied with 28 U.S.C. § 2001(b).

### **III. PUBLICATION OF CONFIRMATION OF PRIVATE SALE UNDER § 2001(b)**

Pursuant to 28 U.S.C. § 2001, “[b]efore 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 Receiver has identified the *Clairborne Progress* as a newspaper of general circulation in Tazewell, Tennessee, and has made arrangements to publish the terms of the proposed sale. The Receiver intends to publish notice of the sale in substantially the form attached as **Exhibit 6** (the “**Notice**”). 28

U.S.C. § 2001 also provides that the proposed sale cannot be approved if, under the conditions prescribed by the Court, a separate bona fide offer to purchase the Tazewell Property for at least 10% more than the proposed, published sale price is received. Thus, if no offer to purchase the Tazewell Property for \$49,500.00 is received in writing by the Receiver on or before 5:00 P.M. Eastern Time on the final day of publication of the proposed sale, the Receiver should be permitted to close the proposed private sale to the Purchasers.

**WHEREFORE**, the Receiver moves the Court for entry of an order in substantially the form of the proposed Order attached as Exhibit 1 to (1) sell the Receivership's real property located in Tazewell, Claiborne County, Tennessee by private sale in accordance with the terms and conditions set forth in the Agreement attached hereto as Exhibit 2, (2) approve the appointment *nunc pro tunc* of appraiser Kimberly Setsor as appraiser under 28 U.S.C. § 2001(b), and (3) grant the Receiver authority to transfer the Tazewell Property free and clear of all claims, liens, and encumbrances if, by 5:00 P.M. Eastern Time on the tenth (10) day after the Notice is published in the *Clairborne Progress*, the Receiver does not receive a bona fide offer in writing for at least \$49,500.00.

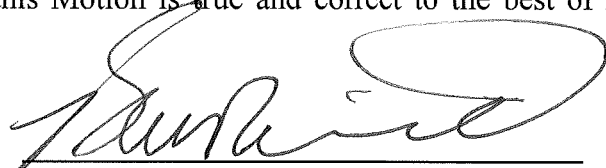
**CERTIFICATE UNDER LOCAL RULE 3.01(g)**

Undersigned counsel has conferred with counsel for the SEC and is authorized to represent to the Court that this motion is unopposed.



**VERIFICATION OF 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.



Burton W. Wiand, Court-Appointed Receiver

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on April 4, 2012, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system. I further certify that I mailed the foregoing document and the notice of electronic filing by first-class mail to the following non-CM/ECF participants.

Arthur Nadel, Register No. 50690-018  
FCI BUTNER LOW  
Federal Correctional Institution  
P.O. Box 999  
Butner, NC 27509

**s/Gianluca Morello**

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*Attorneys for the Receiver, Burton W. Wiand  
W. Wiand*

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

ARTHUR NADEL,  
SCOOP CAPITAL, LLC,  
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Defendants.

CASE NO.: 8:09-cv-0087-T-26TBM

SCOOP REAL ESTATE, L.P.,  
VALHALLA INVESTMENT PARTNERS, L.P.,  
VALHALLA MANAGEMENT, INC.,  
VICTORY IRA FUND, LTD,  
VICTORY FUND, LTD,  
VIKING IRA FUND, LLC,  
VIKING FUND, LLC, AND  
VIKING MANAGEMENT, LLC.

Relief Defendants.

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**ORDER**

Before the Court is the Receiver's Unopposed Verified Motion for Approval of Sale of Real Property Located in Tazewell, TN (the "Motion") (Dkt. \_\_\_\_). Upon due consideration of the Receiver's powers as set forth in the Order Appointing Receiver (Dkt. 8), the Orders Reappointing Receiver (Dkts. 140, 316 and 493), and applicable law, it is **ORDERED AND ADJUDGED** that the Motion is **GRANTED**.

The sale of the real property located at Lot #68, Woodlake Boulevard, in Tazewell, Tennessee 37879, pursuant to the Purchase and Sale Agreement attached as Exhibit 3 to the Motion, is hereby approved. All claims relating to the property located in Tazewell, Tennessee are hereby extinguished. The Court finds that the Receiver has substantially complied with the provisions of 28 U.S.C. §2001, and the Receiver is hereby directed to transfer free and clear of all claims, liens, and encumbrances to Barry and Joyce Stewart, by way of Receiver's Deed, pursuant to the Lot/Land Purchase and Sale Agreement, title to the real property located in Tazewell, Tennessee, which bears the following legal description:

Situate in the Fourth (4<sup>th</sup>) Civil District of Claiborne County, Tennessee, and more particularly described as follows:

BEING all of Lot Number Sixty Eight (68) in Phase I of WOODLAKE SUBDIVISION as more fully shown on that certain plat prepared by William L. Parsons and Associates, recorded in the Register's Office for Clairborne County, Tennessee, on August 7, 1997, in Plat Book 3, Page 102.

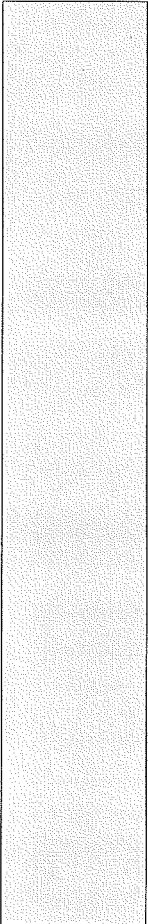
Reference is made to Restrictions for Woodlake Subdivision, recorded in Misc. Book 50, Pages 588-67167, in the Office of the Register of Deeds for Clairborne County, Tennessee, on April 16, 1997, and as shown in Plat Book 3, Page 102, recorded in said Register's Office.

**DONE** and **ORDERED** in chambers in Tampa, Florida this \_\_\_\_ day of \_\_\_\_\_, 2012.

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RICHARD A. LAZZARA  
UNITED STATES DISTRICT JUDGE

**COPIES FURNISHED TO:**  
Counsel of Record



**SUMMARY APPRAISAL REPORT**

OF THE REAL PROPERTY LOCATED AT

780 Woodlake Blvd  
Tazewell, TN 37879-6183

for

Wland Guerra King  
3000 Bayport Drive I  
Suite 600, Tampa, FL  
33607

as of

March 20, 2012

by

Kimberly Setsor  
P.O. Box 631  
Bean Station, TN 37708

Setsor Appraisal Service

13276  
Summary Appraisal Report  
LAND APPRAISAL REPORT

File No. 120314E

IDENTIFICATION	Owner <u>Burton W. Wiand, as Court Appointed Receiver</u> Census Tract <u>9709</u> Map Reference <u>119P A 013.00</u>				
	Property Address <u>780 Woodlake Blvd</u>				
	City <u>Tazewell</u> County <u>Claiborne</u> State <u>TN</u> Zip Code <u>37879-6183</u>				
	Legal Description <u>Lot 68, Phase I, Woodlake Subdivision; District 4; Deed Book 1327, Pages 279-280</u>				
	Sale Price <u>\$N/A</u> Date of Sale <u>N/A</u> Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD				
NEIGHBORHOOD	Actual Real Estate Taxes <u>\$372.00</u> (yr.)				
	Client <u>Wiand Guerra King</u> Address <u>3000 Bayport Drive I, Suite 600, Tampa, FL, 33607</u>				
	Occupant <u>Vacant</u> Appraiser <u>Kimberly Setsyor</u> Instructions to Appraiser <u>appraiser as is for possible sale of property</u>				
	Intended User: <u>Jeffrey C. Rizzo, CP, FRP</u> Intended Use: <u>to estimate value for possible sale of property</u>				
	Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural <input type="checkbox"/> Built Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25% Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply Marketing Time <input type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 4-6 Mos. <input checked="" type="checkbox"/> Over 6 Mos.	Employment Stability <input type="checkbox"/> Good <input checked="" type="checkbox"/> Avg. <input type="checkbox"/> Fair <input type="checkbox"/> Poor Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Convenience to Schools <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Adequacy of Public Transportation <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Property Compatibility <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Police and Fire Protection <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	Present Land Use <u>70</u> % 1 Family <u>30</u> % 2-4 Fam _____ % Apts. _____ % Condo _____ % Commercial 100 _____ % Industrial <u>30</u> % Vacant _____ %				
	Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*) (*) From _____ To _____				
	Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <u>1</u> % Vacant				
	Single Family Price Range <u>\$150,000</u> to <u>\$550,000</u> Predominant Value <u>\$325,000</u>				
	Single Family Age <u>1</u> yrs. to <u>15</u> yrs. Predominant Age <u>10</u> yrs.				
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) <b>*** See Additional Comments ***</b>					
SITE	Dimensions <u>100Fx183.77Lx100Rx208.66RS</u> = <u>0.45 Acres +/-</u> <input type="checkbox"/> Corner Lot				
	Zoning Classification <u>No zoning in this area/outside city limits</u> Present Improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations				
	Highest and best use: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify) _____				
	Elec. <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other (Describe) _____				
	Gas <input type="checkbox"/> None				
	Water <input type="checkbox"/> Available				
	San. Sewer <input type="checkbox"/> None				
	<input type="checkbox"/> Undergound Elect. & Tel.				
	OFF SITE IMPROVEMENTS Street Access: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Surface <u>Asphalt</u> Maintenance: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights				
	Topo <u>Gently Sloping below road grade</u> Size <u>0.45 Acres +/-/Typical for Area</u> Shape <u>Rectangular</u> View <u>Golf Course/Average</u> Drainage <u>Appears Adequate</u> Is the property located in a HUD Identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) <u>There are no apparent adverse easements, encroachments or other adverse conditions known by the appraiser.</u>					
MARKET DATA ANALYSIS	The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.				
	For the Market Data Analysis <input checked="" type="checkbox"/> See grid below. <input type="checkbox"/> See narrative attachment.				
	ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
	Address	<u>780 Woodlake Blvd Tazewell</u>	<u>Lots 148 &amp; 149 Par Place Tazewell</u>	<u>Lots 164 &amp; 165 Wedge Way Tazewell</u>	<u>Lot 8 Ridgecrest Rd New Tazewell</u>
	Proximity to Subj.		<u>&lt;1 Mile</u>	<u>&lt;1 Mile</u>	<u>3 Miles +/-</u>
	Sales Price	<u>\$ N/A</u>	<u>\$ 39,900</u>	<u>\$ 55,000</u>	<u>\$ 55,000</u>
	Price		<u>\$ 45,862</u>	<u>\$ 59,783</u>	<u>\$ 31,977</u>
	Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
		<u>N/A</u>	<u>09/13/2010</u>	<u>08/13/2011</u>	<u>07/12/2010</u>
	Location	<u>Good</u>	<u>Good</u>	<u>Good</u>	<u>Average +5,000</u>
	Site/View	<u>Good</u>	<u>Good</u>	<u>Good</u>	<u>Good</u>
	Site Area	<u>0.45 Acres +/-</u>	<u>0.87 Acres +/- -3,000</u>	<u>0.92 Acres +/- -3,000</u>	<u>1.72 Acres +/- -10,000</u>
	Topography	<u>Gently Sloping</u>	<u>Sloping/Steep +7,500</u>	<u>Rolling -5,000</u>	<u>Gently Sloping</u>
	Sales or Financing Concessions				
	Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ <u>4,500</u>	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ <u>-8,000</u>	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ <u>-5,000</u>
Indicated Value of Subject		<u>Gross 26.3% Net 11.3% \$ 44,400</u>	<u>Gross 14.5% Net -14.5% \$ 47,000</u>	<u>Gross 27.3% Net -9.1% \$ 50,000</u>	
Comments on Market Data: <b>*** See Additional Comments ***</b>					
RECONCILIATION	Comments and Conditions of Appraisal: <u>N/A</u>				
	Final Reconciliation: <u>The Income and Cost Approaches are not appropriate or relevant in estimating value of vacant property such as the subject. The Sales Comparison Approach is most reliable in estimating value for this type of property and is given most emphasis.</u>				
	I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF <u>March 20</u> , 2012 to be <u>\$47,000</u>				

ADDITIONAL COMPARABLES

Intended User Jeffrey C. Rizzo, CP, FRP								
Property Address 780 Woodlake Blvd								
City Tazewell		County Claiborne		State TN		Zip Code 37879-6183		
Client Wiand Guerra King								
MARKET DATA ANALYSIS	ITEM	Subject Property	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
	Address	780 Woodlake Blvd Tazewell	Lot 99 Eagle Ridge Tazewell					
	Proximity to Subj.		< 1 Mile					
	Sales Price	\$ N/A		\$ 50,000		\$		\$
	Price	\$		\$ 100,000		\$		\$
	Data Source		MLS 772066/DOM-208					
	Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION Active Listing	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment
	Location	Good	Good					
	Site/View	Good	Good					
	Site Area	0.45 Acres +/-	0.50 Acres +/-					
	Topography	Gently Sloping	Gently Sloping					
	Sales or Financing Concessions							
	Net Adj. (Total)			Plus Minus \$		Plus Minus \$		Plus Minus \$
	Indicated Value of Subject		Gross 0.0% Net 0.0% \$ 50,000		Gross 0.0% Net 0.0% \$			
Comments on Market Data Analysis Comparable four is an active listing within the same development as the subject property. This has been provided for additional support.								

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

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

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.



**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature *Kim Setsor*  
 Name Kimberly Setsor  
 Company Name Setsor Appraisal Service  
 Company Address P.O. Box 631  
Bean Station, TN 37708  
 Telephone Number 865-993-0090  
 Email Address kimsetsor11@att.net  
 Date of Signature and Report 03/21/2012  
 Effective Date of Appraisal March 20, 2012  
 State Certification # 1781  
 or State License # \_\_\_\_\_  
 or Other \_\_\_\_\_ State # \_\_\_\_\_  
 State TN  
 Expiration Date of Certification or License 7/31/2013

ADDRESS OF PROPERTY APPRAISED  
780 Woodlake Blvd  
Tazewell, TN 37879-6183  
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 47,000  
 CLIENT  
 Name Mr. Jeffrey Rizzo  
 Company Name Wland Guerra King  
 Company Address 3000 Bayport Drive I  
Suite 600, Tampa, FL 33607  
 Email Address \_\_\_\_\_

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**SUBJECT PROPERTY**

- Did not inspect subject property  
 Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
 Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

- Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_

ADDITIONAL COMMENTS					
Intended User	Jeffrey C. Rizzo, CP, FRP				
Property Address	780 Woodlake Blvd				
City	Tazewell	County	Claiborne	State	TN
				Zip Code	37879-6183
Client	Wland Guerra King				
<p><b>NEIGHBORHOOD</b></p> <p>The subject property is located outside the city limits of Tazewell and just off Lone Mountain Road in the Woodlake Golf Community. This is the only golf course/community in the county and was developed within the past few years. Homes in this development vary in style, size, quality and condition but most are of higher quality and value than homes in other communities within the Tazewell or New Tazewell area. The development has a club house, pool, tennis courts and boat dock.</p> <p>The location is within a 10-15 minute drive of services such as shopping, employment, schools, etc. The location is near Highway 25E which provides access to the Harrogate area of Claiborne county. This area is where Lincoln Memorial University and the DeBusk School of Osteopathic Medicine is located. This proximity and easy access via Hwy 25E is a positive marketing factor for this community as homes in this area must be marketed outside the immediate community to obtain buyers due to the higher quality and price range than what is typical for this area.</p> <p><b>COMMENTS ON MARKET DATA</b></p> <p>The comparable sales used in this approach are the best available within the subject market area. Sales one and two are located within the same subdivision as the subject. Comparable one consists of two lots which results in a larger site area. This property has an inferior topography to the subject in that it is a steeper lot. Comparable two is most similar to the subject but is a larger site with a slightly superior topography. Comparable three is located in a nearby development and is a lakeview lot rather than golf course. This is an inferior location in that it is more rural. This property has a larger site which also required adjustment. Most emphasis is given to sale two as it is most similar to the subject property.</p> <p><b>ADDITIONAL COMMENTS</b></p> <p>Intended Use: The intended use of this appraisal is to estimate the fair market value of the subject property in order to facilitate a sale of the property.</p> <p>Intended User: The intended user of this report is the client named within the report. No additional users are named or intended by the appraiser and this report is not intended for use by any other party or for any other purpose.</p> <p>Exposure Time: The estimated exposure time for this property would be 6-12 months.</p> <p>The subject property is presently listed for sale with Lakeside Realty for \$45,000. This listing has been in effect for 175 days with no price reductions per MLS #775466.</p> <p>The subject property last transferred on 12/14/2010 for \$68,274. This was a disqualified sale and not a true indication of the market value of the subject property. There have been no other transfers of this property within the past 36 months per public records. The comparable sales used in this report have not transferred other than shown within this report within the past 12 months.</p>					

**PHOTOGRAPH ADDENDUM**

Intended User	Jeffrey C. Rizzo, CP, FRP		
Property Address	780 Woodlake Blvd		
City	Tazewell	County	Claiborne
		State	TN
		Zip Code	37879-6183
Client	Wland Guerra King		



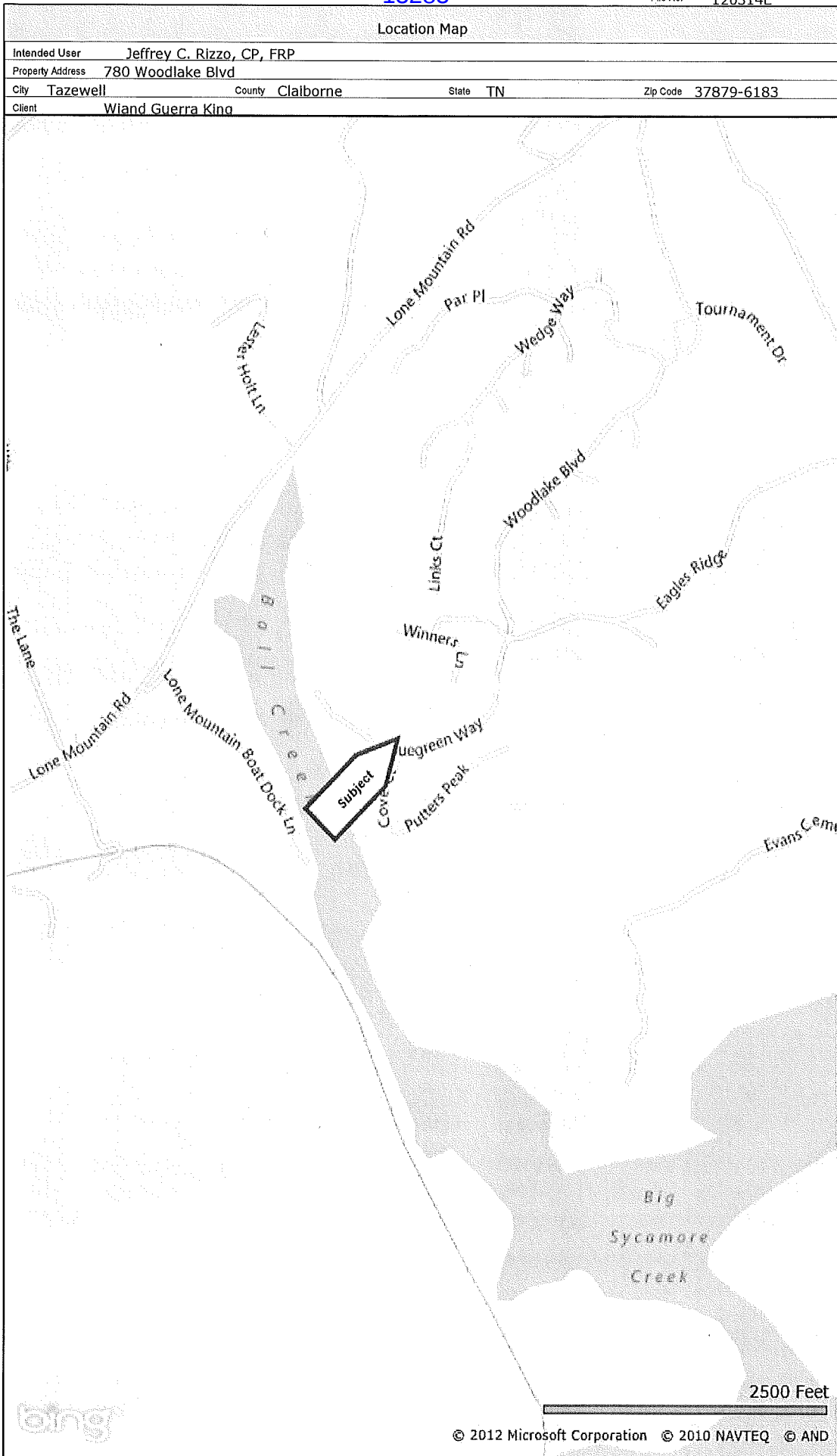
780 Woodlake Blvd  
Front



780 Woodlake Blvd  
Front

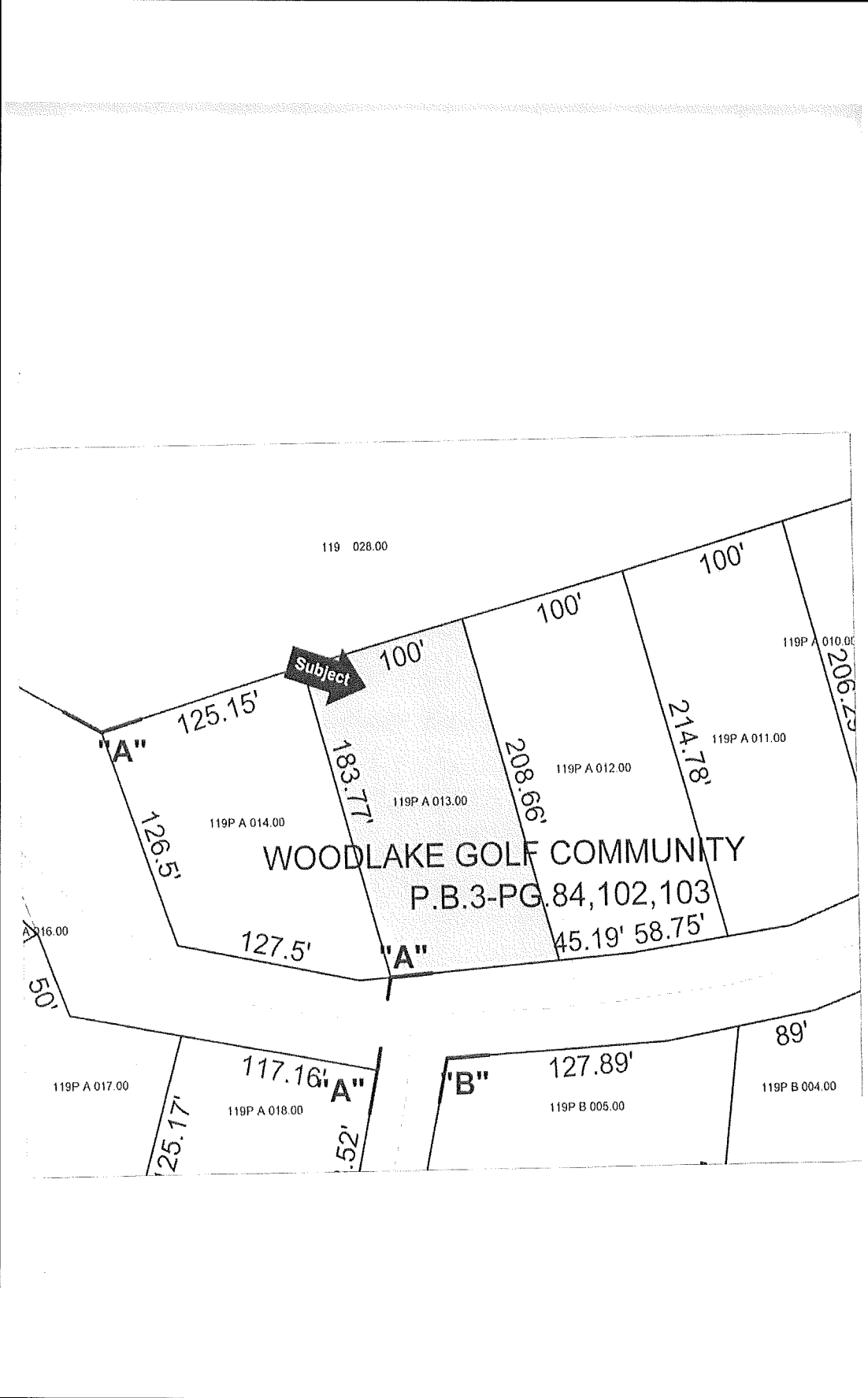


780 Woodlake Blvd  
Street



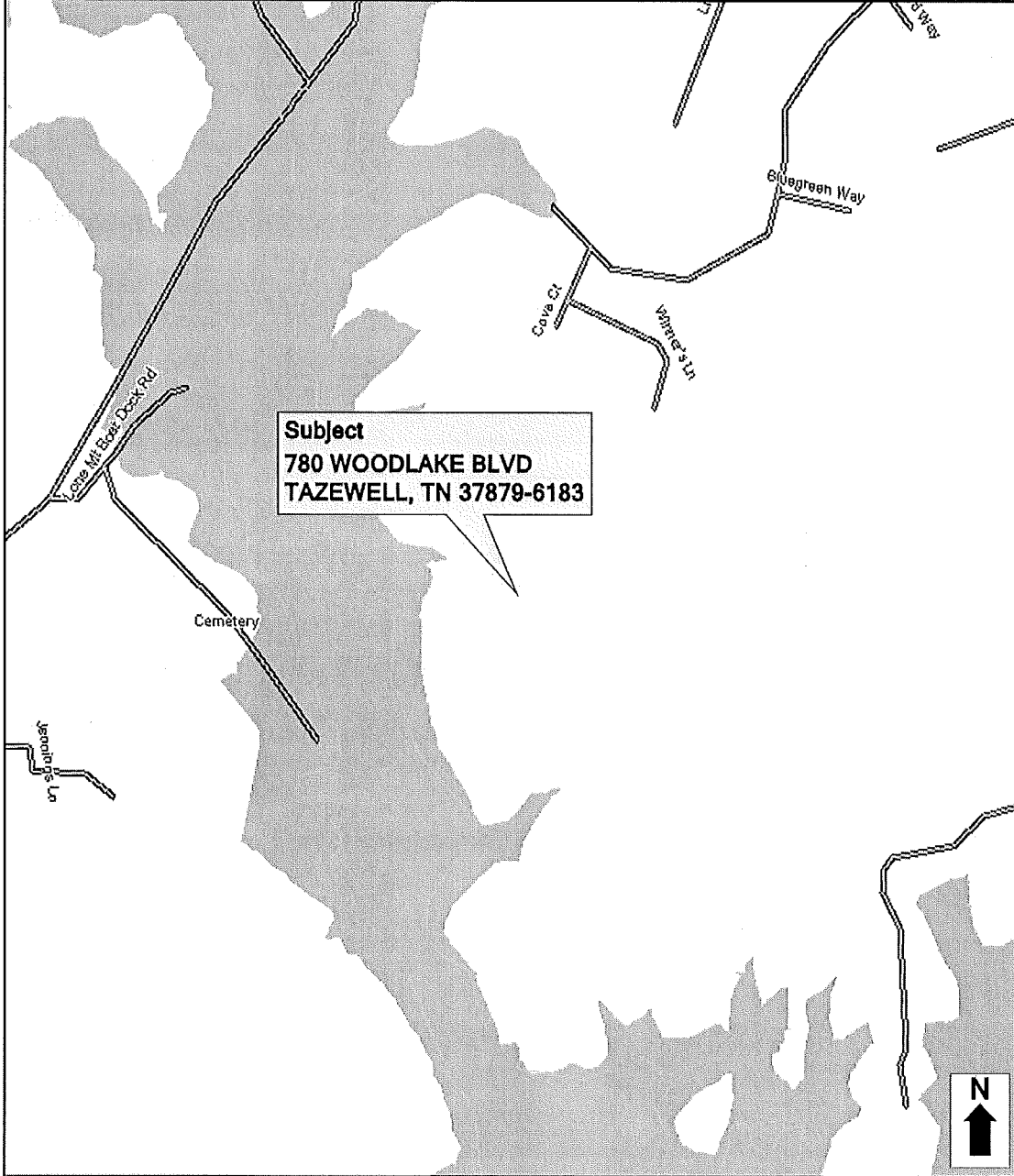
**SITE PLAN**

Intended User Jeffrey C. Rizzo, CP, FRP  
 Property Address 780 Woodlake Blvd  
 City Tazewell County Claiborne State TN Zip Code 37879-6183  
 Client Wiand Guerra King



**FLOOD MAP**

Intended User Jeffrey C. Rizzo, CP, FRP  
 Property Address 780 Woodlake Blvd  
 City Tazewell County Claiborne State TN Zip Code 37879-6183  
 Client Wand Guerra King



**Flood Zones**

- Areas Inundated by 500-year flooding
- Areas outside of the 100- and 500-year flood plains
- Areas Inundated by 100-year flooding
- Areas Inundated by 100-year flooding with velocity hazard
- Floodway areas
- Floodway areas with velocity hazard
- Areas of undetermined but possible flood hazards
- Areas not mapped on any published FIRM

**Flood Zone Determination**

Latitude: 36.392259  
 Longitude: -83.565737  
 Community Name: **Claiborne County**  
 Community: 470212  
 SFHA (Flood Zone): **Out**  
 Within 250 ft. of multiple flood zones: **No**  
 Zone: **X**  
 Panel: 0240D Panel Date:  
 FIPS Code: 47025 Census Tract: 9709

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. NEITHER FIRST AMERICAN FLOOD DATA SERVICES NOR THE SELLER OF THIS REPORT MAKES ANY REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither FARES nor the seller of this Report shall have any liability to any third party for any use or misuse of this Report.

Intended User	Jeffrey C. Rizzo, CP, FRP						
Property Address	780 Woodlake Blvd						
City	Tazewell	County	Claiborne	State	TN	Zip Code	37879-6183
Client	Wland Guerra King						



**This Instrument prepared by:** *Stanifer & Stanifer, Attorneys at Law*  
*P.O. Box 217, Tazewell, TN 37879*

**WARRANTY DEED**

This Indenture made this 14<sup>th</sup> day of DECEMBER 2010, by and between **STANLEY W. MASON, JR. and DORIS A MASON, as Trustees of the STANLEY W. MASON, JR. and DORIS A. MASON TRUST**, under agreement dated September 24, 1998, of 5084 Independence Lane, Denver, North Carolina 20837, party of the first part, and **BURTON W. WIAND, as Court Appointed Receiver in the Case of Securities and Exchange Commission v. Arthur Nadel, et al.; USDMD Florida, Tampa Division, Case No. 8:09-cv-87-T-26TBM**, of 3000 Bayport Drive, Suite 600, Tampa, Florida 33607, party of the second part.

***WITNESSETH:***

That the said party of the first part for and in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and do hereby bargain, sell, and convey unto the said party of the second part, the following described premises, to wit:

**Situate in the Fourth (4<sup>th</sup>) Civil District of Claiborne County, Tennessee, and more particularly described as follows:**

BEING all of Lot Number Sixty Eight (68) in Phase I of WOODLAKE SUBDIVISION as more fully shown on that certain plat prepared by William L. Parsons and Associates, recorded in the Register's Office for Claiborne County, Tennessee, on August 7, 1997, in Plat Book 3, Page 102.

Reference is made to Restrictions for Woodlake Subdivision, recorded in Misc. Book 50, Pages 588-616, in the Office of the Register of Deeds for Claiborne County, Tennessee, on April 16, 1997, and as shown in Plat Book 3, Page 102, recorded in said Register's Office.

Being the same property conveyed to Stanley W. Mason, Jr. and Doris A. Mason Trust by Deed of Correction dated January 3, 2007, recorded in Book 1229, Page 308, Register's Office, Claiborne County, Tennessee.

**CTL 119 - P Group A Parcel 13**

The 2010 taxes shall be paid by the Grantor and thereafter paid by the Grantee, whose address is: 3000 Bayport Drive, Suite 600, Tampa, Florida 33607.

**Property Address: 780 Woodlake Blvd., Tazewell, TN 37879**

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claim to homestead and dower therein;

To have and to hold the said premises to the said party of the second part, its heirs




7647283

**State of Tennessee**  
TENNESSEE REAL ESTATE APPRAISER COMMISSION  
CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER

KIMBERLY K SETSOR

*This is to certify that all requirements of the State of Tennessee  
have been met.*

ID NUMBER: 00001781  
LIC STATUS: ACTIVE  
EXPIRATION DATE: 07/31/2013



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE

CEP-001

Setsor Appraisal Service  
 P.O. Box 631  
 Bean Station, TN 37708  
 865-993-0090

<b>INVOICE</b>	03/21/2012 DATE	120314E FILE NUMBER	CASE NUMBER
----------------	--------------------	------------------------	-------------

Client: Wiand Guerra King  
 3000 Bayport Drive I  
 Suite 600, Tampa, FL  
 33607  
 Attention: Mr. Jeffrey Rizzo

Item	Total
APPRAISAL FEE FOR SERVICES RENDERED	\$ 250.00

Intended User: Jeffrey C. Rizzo, CP, FRP  
 780 Woodlake Blvd  
 Tazewell, TN 37879-6183  
 Lot 68, Phase I, Woodlake Subdivision; District 4; Deed Book 1327, Pages 279-280

Total: \$ 250.00

Please detach and include the bottom portion with your payment... Thank You!

Inv Date	Insp Date	Appraiser	Client Case #	File #	Client Phone #
03/21/2012	03-20-2012	Kimberly Setsor		120314E	
<b>FROM:</b>		<b>PROPERTY:</b>			<b>Amount Due</b> \$ 250.00
Wiand Guerra King 3000 Bayport Drive I Suite 600, Tampa, FL 33607		Intended User: Jeffrey C. Rizzo, CP, FRP 780 Woodlake Blvd Tazewell, TN 37879-6183			
<b>TO:</b>					<b>Amount Enclosed</b> \$
<b>Attention:</b>  Setsor Appraisal Service P.O. Box 631 Bean Station, TN 37708					
Balance Due upon receipt of Invoice Please return this portion with your payment. Thank You!					

Setsor Appraisal Service



ATTN: ROGER JERNIGAN

Search Results

Search Result: 9 Properties Found

Owner Name	Property Address	Subdivision	Lot	Parcel ID	Last Sale Price	Last Sale Date	
All Saints Anglican Church Rec	Par Pl TN	Woodlake Golf Community	148	119G A 016.00	\$39,900	09/13/2010	LOT SALE (BOTH SOLD TOGETHER)
All Saints Anglican Church Rec	Par Pl TN	Woodlake Golf Community	149	119G A 017.00	\$39,900	09/13/2010	
Hacker Charles A Co Trustee Hacker Dianne E Co Trustee	728 Bluegreen Way TN	Woodlake Golf Community	63	119P A 008.00	\$1	06/09/2010	- TO A TRUST
Hacker Charles A Co Trustee Hacker Dianne E Co Trustee	738 Bluegreen Way TN	Woodlake Golf Community	64	119P A 009.00		06/09/2010	
Home Federal Bank Of Tennessee	Eagles Rdg TN	Woodlake Golf Community	244	119J C 006.00	\$20,000	04/21/2011	BANK BOUGHT BACK
Posey Jamie	132 Champion Ct Tazewell, TN 37879-6224	Woodlake Golf Community	223	119G A 090.00	\$20,000	05/14/2010	LOT SALE
Veith Jon M & Robin Hilleary %Wells Fargo	Links Ct TN	Woodlake Golf Community	198	119G A 065.00	\$259,000	09/10/2010	(HOUSE)
Wand Burton W	780 Woodlake Blvd Tazewell, TN 37879-6183	Woodlake Golf Community	68	119P A 013.00	\$68,274	12/14/2010	- SUBJECT PROPERTY
Wood Ronald A Wood Ileana F	Wedge Way TN	Woodlake Golf Community	184	119G A 031.00	\$55,000	08/13/2011	LOT SALE

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CLOSED COMPS - WOODLAKE  
 JAN. 2009  
 2010 -  
 2011

EXHIBIT 3

### LOT/LAND PURCHASE AND SALE AGREEMENT

1 1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration,  
 2 the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer  
 3 Barry and Joyce Stewart ("Buyer") agrees to buy and  
 4 the undersigned seller Wland ("Seller")  
 5 agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:  
 6 All that tract of land known as: Lot # 68 Woodlake Blvd.  
 7 (Address) Tazewell (City), Tennessee, 37879 (Zip), as  
 8 recorded in Libborne County Register of Deeds Office,  
 9 1327 deed book(s), 279 page(s), and/or \_\_\_\_\_ instrument number and as further  
 10 described as:  
 11 Map 119P A 013.00, Woodlake Golf Community, lot size 103X208 IRR  
 12 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as  
 13 the "Property."

14  This box must be checked to be part of this Agreement. The full and legal description of said Property is as described  
 15 in the attached "Legal Description Exhibit."

16 A. **LEASED ITEMS.** Leased items that remain with the Property (e.g. fuel tank, etc.) N/A  
 17 Future lease payments shall be the responsibility of N/A. If leases are not assumable, it  
 18 will be Seller's responsibility to pay balance.

19 B. **FUEL.** Fuel, if any, will be adjusted and charged to the Buyer and credited to the Seller at Closing at current market  
 20 prices.

21 2. **Purchase Price, Method of Payment and Closing Expenses.** Buyer warrants that, except as may be otherwise  
 22 provided herein, Buyer will at Closing have sufficient cash to complete the purchase of the Property under the terms of  
 23 this Lot/Land Purchase and Sale Agreement (hereinafter "Purchase and Sale Agreement" or "Agreement"). The  
 24 purchase price to be paid is: \$ 45,000.00  
 25 Forty-five thousand & 00/100 U.S. Dollars, ("Purchase Price") which  
 26 shall be disbursed at Buyer's expense and paid to Seller or Seller's Closing Agency in the same form as deemed  
 27 acceptable under the Tennessee Residential Closing Funds Distribution Act of 2005, as amended in Tenn. Code Ann. §  
 28 47-32-101, et seq. This price is based (Select one. The sections not checked are not a part of this Agreement):

- 29  for entire Property as a tract, and not by the acre OR
- 30  per acre with the Purchase Price to be determined by the actual amount of acreage of the Property, \$ \_\_\_\_\_
- 31  per acre based on a current or mutually acceptable survey OR
- 32  for entire Property as a tract but with the Purchase Price to be adjusted upward or downward at \$ \_\_\_\_\_ per
- 33 acre in the event the actual amount of acreage of the Property based on a current or mutually acceptable survey
- 34 should vary more or less than \_\_\_\_\_ acre(s) from the \_\_\_\_\_ estimated acreage.

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

- 36  1. This Agreement IS NOT contingent upon the appraised value either equaling or exceeding the
- 37 agreed upon Purchase Price.
- 38  2. This Agreement IS CONTINGENT upon the appraised value either equaling or exceeding the agreed
- 39 upon Purchase Price. If appraised value is equal to or exceeds the Purchase Price, this contingency is
- 40 satisfied. If the appraised value of the Property does not equal or exceed the Purchase Price, the Buyer may
- 41 terminate this Agreement by providing written notice to the Seller and providing written proof of the same
- 42 (for example, this written proof could include, but is not limited to, a copy of appraisal or a signed letter
- 43 from Lender) via the Notification form or equivalent written notice. Upon termination, Buyer is entitled to
- 44 a refund of the Earnest Money.



### EXHIBIT 4

13292

46 B. Closing Costs and Discount Points:

46 1. Seller Expenses. Seller shall pay all existing loans affecting the Property, including all penalties, release  
47 preparation costs, and applicable recording costs; Seller's closing fee, document preparation fee and/or  
48 attorney's fees; fee for preparation of deed; and notary fee on deed. Seller additionally agrees to permit any  
49 withholdings and/or to pay any additional sum due as is required under the Foreign Investment Tax Act.  
50 Failure to do so will constitute a default by Seller.

51 In the event Seller is subject to Tax Withholding as required by the Foreign Investment Tax Act,  
52 (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from  
53 Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller  
54 shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to  
55 FIRPTA. It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date  
56 regarding such tax matters.

57 2. Buyer Expenses. Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust;  
58 Buyer's closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and  
59 other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for  
60 private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes;  
61 prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan,  
62 including but not limited to: appraisal, origination, discount points, application, commitment, underwriting,  
63 document review, courier, assignment, photo, tax service and notary fees.

64 3. Title Expenses. Cost of title search or abstract, mortgagee's policy and owner's policy shall be paid as follows:  
65 Buyer  
66 Buyer to receive benefit of simultaneous issue.

67 Not all of the above items are applicable to every transaction and may be modified as follows:

68  
69  
70 Closing Agency for Buyer: Acquire Title

71 Closing Agency for Seller: \_\_\_\_\_

72 Title Company: Acquire Title

73 or other Closing Agency as mutually agreed by Seller and Buyer.

74 C. Financial Contingency - Loan(s) To Be Obtained: This Agreement is conditioned upon Buyer's ability to obtain  
75 a loan(s) in the principal amount up to 80 % of the Purchase Price listed above to be secured by a deed of  
76 trust on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described  
77 herein based upon Lender's customary and standard underwriting criteria. In the event Buyer, having acted in good  
78 faith and in accordance with the terms below, is unable to obtain financing, Buyer may terminate this Agreement by  
79 providing written notice and a copy of Lender's loan denial letter via the Notification form or equivalent written  
80 notice. Upon termination, Buyer is entitled to a refund of the Earnest Money. Lender is defined herein as the  
81 financial institution funding the loan.

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

- 84  Conventional Loan  FHA Loan; attach addendum  
85  VA Loan; attach addendum  Other \_\_\_\_\_

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

- 87 (1) Within five (5) days after the Binding Agreement Date, Buyer shall make application for the loan and  
88 instruct Lender to order credit report and appraisal. Buyer shall immediately notify Seller or Seller's  
89 representative of having applied for the loan, the Lender's name and contact information, and that Buyer  
90 has instructed Lender to order credit report and appraisal via the Notification form or equivalent written  
91 notice;  
92 (2) Buyer shall pay any required fees necessary to complete full loan processing and approval, as soon as  
93 permissible as established by governmental regulations. Buyer shall notify Seller when the fees have been  
94 paid via the Notification form or equivalent written notice;  
95 (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;



- 96 (4) Buyer shall continually and immediately provide requested documentation to Lender;
- 97 (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease
- 98 or sale of any other real property and the same shall not be used as the basis for loan denial; and
- 99 (6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would
- 100 adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

101 Should Buyer fail to timely comply with 2.C.(1) above, Seller may make written demand for compliance via the  
 102 Notification form or equivalent written notice. If Buyer does not furnish Seller written evidence of application by  
 103 providing Lender's name and contact information and notification that Buyer has instructed Lender to order  
 104 appraisal and credit report within one (1) day after such notice, Seller's obligation to sell is terminated and Buyer  
 105 shall be considered in default. Buyer may also apply for a loan with different terms and conditions and also close  
 106 the transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not  
 107 increase any costs charged to Seller. Buyer shall be obligated to close this transaction if Buyer has the ability to  
 108 obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.  
 109 Within twenty (20) days after Binding Agreement Date, Buyer shall provide to Seller or Seller's representative a  
 110 conditional commitment letter from the Buyer's Lender providing reasonable assurance of Buyer's ability to obtain  
 111 the financing contemplated by this Agreement. Said letter shall be in a form and substance acceptable to Seller at  
 112 Seller's reasonable discretion; however, a letter from Lender verifying the following shall be deemed acceptable:

- 113 a. An appraisal has been ordered;
- 114 b. Buyer has available funds to close;
- 115 c. Buyer's credit is acceptable to Lender; and
- 116 d. Buyer has employment or income necessary to obtain said loan.

117 Seller shall have the right to terminate this Agreement with written notice to Buyer if said letter is not timely  
 118 received, in which case Earnest Money shall be returned to Buyer.

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

120  **Financing Contingency Waived** (e.g. "All Cash", etc.);  
 121 Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a  
 122 loan. Buyer will furnish proof of available funds to close in the following manner: \_\_\_\_\_  
 123 (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Failure to  
 124 close due to lack of funds shall be considered default by Buyer.

125 3. **Earnest Money.** Buyer has paid or will pay within 0 days after the Binding Agreement Date to  
 126 First Team Realty, Inc. (name of Holder) ("Holder")  
 127 located at 4378 Maynardville Hwy. Ste. A, Maynardville, TN, 37807 (address of Holder), an  
 128 Earnest Money deposit of \$ 500.00 by check (OR CSC # 1698)  
 129 ("Earnest Money"). In the event any Earnest Money check is not honored, for any reason, by the bank upon which it is  
 130 drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have one (1) day after notice to deliver good funds to  
 131 Holder. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this  
 132 Agreement upon written notice to Buyer via the Notification form or equivalent written notice. Earnest Money is to be  
 133 deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money paragraph  
 134 or as specified in the Special Stipulations paragraph contained at paragraph 15 herein. Holder shall disburse Earnest  
 135 Money only as follows:

- 136 (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- 137 (b) upon a written agreement signed by all parties having an interest in the funds;
- 138 (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money;
- 139 (d) upon a reasonable interpretation of the Agreement;
- 140 (e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction  
 141 over the matter.

142 Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including  
 143 reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party  
 144 the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for  
 145 the same) for any matter arising out of or related to the performance of Holder's duties under this Earnest Money



13294

146 paragraph. Earnest Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of  
147 clearance by bank is provided.

148 4. Closing and Possession.

149 A. Closing Date. This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of  
150 Purchase Price, the "Closing"), and this Agreement shall expire at 11:59 p.m. local time on the 1st day of  
151 March, 2012 ("Closing Date"), or on such earlier date as may be agreed to by the  
152 parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default.  
153 Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date  
154 Amendment or equivalent written agreement.

155 1. Possession. Possession of the Property is to be given (Select the appropriate boxes below. Unselected items  
156 will not be part of this Agreement):

- 157  with delivery of warranty deed and payment of Purchase Price; or
- 158  on \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm, local time; or
- 159  no later than \_\_\_\_\_ o'clock  am/  pm, local time on the \_\_\_\_\_ day after Closing.
- 160  Occupancy Agreement Attached.

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

165 C. Special Assessments. Special Assessments approved or levied prior to the Closing Date shall be paid by the Seller  
166 at or prior to Closing unless otherwise agreed as follows:  
167 \_\_\_\_\_

168 D. Leased Items. Leased items that remain with the Property are (e.g. billboards, irrigation systems, etc.):  
169 N/A  
170 Balances due shall be the responsibility of N/A. If leases are not assumable, it will be  
171 Seller's responsibility to pay balances.

172 E. All association transfer and related administrative fees and/or costs affiliated with the transfer of property shall be  
173 paid by: Seller

174 5. Title and Conveyance.

175 A. Seller warrants that at the time of Closing, Seller will convey or cause to be conveyed to Buyer or Buyer's assign(s)  
176 good and marketable title to said Property by general warranty deed, subject only to

- 177 (1) Zoning;
- 178 (2) Setback requirements and general utility, sewer, and drainage easements of record on the Binding  
179 Agreement Date upon which the improvements do not encroach;
- 180 (3) Subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the  
181 Binding Agreement Date; and
- 182 (4) Leases and other encumbrances specified in this Agreement.

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

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

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



13295

197 B. Deed. Deed to be made in the name of Barry and Joyce Stewart  
198 The manner in which Buyer takes title determines ownership and survivorship rights. It is the Buyer's responsibility  
199 to consult the closing agency or attorney prior to Closing.

200 6. Inspections and other requirements made a part of this Agreement.  
201 ALL INSPECTIONS ARE TO BE MADE AT BUYER'S EXPENSE. Buyer, its inspectors and/or representatives  
202 shall have the right and responsibility to enter the Property during normal business hours for the purpose of making  
203 inspections and/or tests. Buyer agrees to indemnify Seller for the acts of themselves, their inspectors and/or  
204 representatives in exercising their rights under this paragraph. Buyer shall make such inspections as indicated in this  
205 paragraph and either accept the Property in its present condition by written notice to Seller or terminate the Agreement as  
206 provided for in each section marked below.  
207 [Select any or all of the following stipulations. Unselected items are not a part of this Agreement.]

208  A. Feasibility Study. Buyer shall have the right to review all aspects of the Property, including, without  
209 limitation, all governmental, zoning, soil and utility service matters related thereto. If Buyer provides a copy of the  
210 review reports along with written notification to Seller and/or Seller's Broker within \_\_\_\_\_ days after Binding  
211 Agreement Date that Buyer is not satisfied with the results of such review, then this Agreement shall automatically  
212 terminate and Broker shall promptly refund the Earnest Money to Buyer. If Buyer fails to provide report and notice,  
213 then this contingency shall be deemed to have been waived by Buyer. Seller acknowledges and agrees that Buyer  
214 and/or his agents and employees may have free access during normal business hours to visit the Property for the  
215 purpose of (1) inspection thereof and (2) conducting such soil and other tests thereon as are deemed reasonably  
216 necessary by Buyer. Buyer hereby agrees to indemnify and hold Seller, Broker, and Broker's Affiliated Licensees  
217 harmless from and against any and all loss, injury, cost, or expense associated with Buyer's inspection of and entry  
218 upon Property.

219  B. Building Permit. This Agreement is contingent upon Buyer's ability to acquire all required licenses and  
220 permits from the appropriate governmental authority to make specific improvements on the Property. If Buyer  
221 provides a copy of the governmental report along with written notification to Seller and/or Seller's Broker within  
222 \_\_\_\_\_ days after the Binding Agreement Date that Buyer is unable to acquire all required licenses and permits  
223 from the appropriate governmental authority to make specific improvements on the Property, then in such event this  
224 Agreement shall automatically terminate and Holder shall promptly refund the Earnest Money to Buyer. If Buyer  
225 fails to provide said report and notice, then this contingency shall be deemed to have been waived by Buyer.

226  C. Permit for Sanitary Septic Disposal System. This Agreement is contingent upon the Buyer's ability to obtain  
227 a permit for a sanitary septic disposal system from the respective Tennessee Ground Water Protection Office for the  
228 county in which the Property sits (generally, located at the local Health Department) on the Property in a location  
229 consistent with Buyer's planned improvements. If Buyer is unable to meet this condition, Buyer must notify Seller  
230 and/or Seller's Broker in writing within \_\_\_\_\_ days after the Binding Agreement Date along with  
231 documentation reflecting denial of permit from the appropriate governmental entity. With proper notice, the  
232 Agreement is voidable by the Buyer and Earnest Money refunded. If Buyer fails to provide said notice, this  
233 contingency shall be deemed to have been waived by the Buyer.

234  D. Rezoning. This Agreement is contingent upon the Property being rezoned to  
235 \_\_\_\_\_ by the appropriate governmental authorities on or before  
236 \_\_\_\_\_. The (Buyer or Seller) \_\_\_\_\_ shall be responsible for  
237 pursuing such rezoning, and paying all associated cost. All rezoning applications shall be submitted to Seller for  
238 Seller's approval prior to filing, which approval shall not be unreasonably withheld. All parties agree to cooperate,  
239 to sign the necessary documentation and to support the rezoning application. If Buyer provides documentation and  
240 written notification to Seller and/or Seller's Broker within 48 hours after the above date that the Property cannot be  
241 so zoned, then in such event this Agreement shall automatically terminate and Holder shall promptly refund the  
242 Earnest Money to Buyer. If Buyer fails to provide said documentation and notice, then this contingency shall be  
243 deemed to have been waived by Buyer.

244  E. Well Test. This Agreement is contingent upon the well water serving the Property passing testing for  
245 suitability for drinking as performed by a testing laboratory selected by the Buyer, or required by Buyer's Lender  
246 prior to Closing. Buyer shall be responsible for ordering, supervising and paying for any such well water sample  
247 test. This Agreement shall also be contingent upon said well providing an adequate quantity of water to serve  
248 Buyer's intended purpose for the Property. If Buyer provides a copy of said test along with written notification to  
249 Seller and/or Seller's Broker within \_\_\_\_\_ days after the Binding Agreement Date that test results are  
250 unacceptable, then in such event this Agreement shall automatically terminate and Holder shall promptly refund the  
251 Earnest Money to Buyer. If Buyer fails to provide said notice and report, then this contingency shall be deemed to  
252 have been waived by Buyer.

253  F. Other Inspections. See Special Stipulations for additional inspections required by Buyer.





- 254     □ **G. No Inspection Contingencies.** Buyer accepts the Property in its present condition. All parties acknowledge  
 255     and agree that the Property is being sold "AS IS" with any and all faults.
- 256     **7. Final Inspection.** Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of  
 257     Property no later than 2 days prior to Closing Date only to confirm Property is in the same or better condition as it was  
 258     on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements have been  
 259     completed. Property shall remain in such condition until the Closing Date at Seller's expense. Closing of this sale  
 260     constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise noted in writing.
- 261     **8. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting the  
 262     Seller or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have  
 263     or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall  
 264     not be responsible for any of the following, including but not limited to those matters which could have been revealed  
 265     through a survey, flood certification, title search or inspection of Property; for the condition of Property, any portion  
 266     thereof, or any item therein; for the necessity or cost of any repairs to Property; for hazardous or toxic materials; for the  
 267     tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or  
 268     community amenities; for applicable boundaries of school districts or other school information; for the appraised or  
 269     fair market value of Property; any condition(s) existing off Property which may affect Property; for the terms, conditions, and  
 270     availability of financing; and for the uses and zoning of Property whether permitted or proposed. Buyer and Seller  
 271     acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other  
 272     matters are of concern to them, they should seek independent expert advice relative thereto.
- 273     **9. Brokerage.** As specified by separate agreement, Seller agrees to pay Listing Broker at Closing the agreed upon  
 274     compensation. The Listing Broker will direct the closing agency to pay the Selling Broker, from the compensation  
 275     received, an amount in accordance with the terms and provisions specified by separate agreement. The parties agree and  
 276     acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All  
 277     parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a  
 278     third party beneficiary and shall have the right to maintain an action on this Agreement for any and all compensations  
 279     due and any reasonable attorney's fees and court costs.
- 280     **10. Default.** Should Buyer default hereunder, the Earnest Money shall be forfeited as damages to Seller and shall be applied  
 281     as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or specific  
 282     performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money shall be refunded to Buyer. In  
 283     addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this Agreement, or both. In  
 284     the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after  
 285     Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such  
 286     enforcement, including reasonable attorney's fees.
- 287     **11. Other Provisions.**
- 288     **A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement  
 289     shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and  
 290     assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of  
 291     this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation,  
 292     promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall  
 293     fulfill all the terms and conditions of this Agreement. The parties hereby authorize either licensee to insert the time  
 294     and date of receipt of the notice of acceptance of the final offer and further agree to be bound by such as the Binding  
 295     Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.
- 296     **B. Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after  
 297     Closing shall survive the Closing and delivery of the deed, shall remain binding upon the parties to this Agreement  
 298     and shall be fully enforceable thereafter.
- 299     **C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property  
 300     and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 301     **D. Time of Essence.** Time is of the essence in this Agreement.
- 302     **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;  
 303     (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine  
 304     shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to  
 305     be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be  
 306     determined by the location of Property. In the event a performance deadline, other than the Closing Date  
 307     (paragraph 4), Date of Possession (paragraph 4), and Offer Expiration Date (paragraph 17), occurs on a Saturday,  
 308     Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used



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- 309 herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under  
 310 this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).
- 311 **F. Responsibility to Cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or  
 312 deliver such information and documentation as is reasonably necessary to carry out the responsibilities and  
 313 obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or  
 314 erroneous information, the approval of the closing documents by the parties shall constitute their approval of any  
 315 differences between this Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they  
 316 will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason  
 317 of mistake, clerical errors or omissions, or the result of erroneous information.
- 318 **G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in  
 319 writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission  
 320 (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or  
 321 (5) Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of  
 322 notice by the real estate licensee or the Broker assisting a party as a client or customer shall be deemed to be notice  
 323 to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.
- 324 **H. Risk of Loss.** The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of  
 325 title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this  
 326 Agreement with a refund of Earnest Money to Buyer.
- 327 **I. Equal Housing.** This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or  
 328 national origin.
- 329 **J. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for  
 330 any reason, such such portion or provision shall be severed from the remaining portions or provisions of this  
 331 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- 332 **K. Property Delivery Condition.** Seller shall deliver Property clean and free of debris at time of possession.
- 333 **L. Other.** In further consideration of Buyer's right to legally, properly and in good faith invoke a right to terminate  
 334 this Agreement pursuant to any specific Buyer contingency as stated herein, Buyer agrees, upon Seller's request or  
 335 as provided for in this Agreement, to provide Seller or Seller's representative with copies of any supporting  
 336 documentation which supports Buyer's right to exercise said contingency, the sufficiency and adequacy of said  
 337 consideration being acknowledged. Any such supporting documents shall be provided for Seller's benefit only and  
 338 Seller shall not disseminate the same to third parties. However, Buyer shall not be required to provide any  
 339 documents to Seller in violation of any confidentiality agreement or copyright protection laws, if applicable.
- 340 **12. Buyer's Additional Due Diligence.** If any of the matters below are of concern to the Buyer, Buyer should address the  
 341 concern by specific contingency in the Special Stipulations paragraph of this Agreement.
- 342 **A. Survey and Flood Certification.** Survey Work and Flood Certifications are the best means of identifying boundary  
 343 lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a survey, closing loan  
 344 survey or Boundary Line Survey and Flood Zone Certifications.
- 345 **B. Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of  
 346 the Buyer to determine the compliance of the system with state and local requirements. [For additional information  
 347 on this subject, request the "Water Supply and Waste Disposal Notification" form.]
- 348 **C. Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of  
 349 Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a  
 350 fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation,  
 351 Division of Ground Water Protection. [For additional information on this subject, request the "Water Supply and  
 352 Waste Disposal Notification" form.]
- 353 **D. Title Exceptions.** At Closing, the general warranty deed will be subject to subdivision and/or condominium  
 354 declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use  
 355 of the Property by Buyer.
- 356 **13. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part  
 357 of this Agreement:  
 358 \_\_\_\_\_  
 359 \_\_\_\_\_



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14. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

This offer is contingent on the following:

(1) Buyer request a completed and signed property disclosure within (5) days of binding agreement. Buyer is to be satisfied with this report.

(2) Buyer request a written document that water, sewer and utilities are present and would service lot #68, Woodlake Blvd.

A Buyer will provide seller with an approval letter within 10 days of binding agreement date.

15. Method of Execution. The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law will be acceptable and may be treated as originals and that the final Lot/Land Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal law.



Mon Jan 30 13:34:13 2012

From: Rizzo, Jeff

To: 5198

Page 11 of 15

13299

417 16. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not  
418 countered or accepted by 11:00 o'clock A.m. /  p.m.; on the 30 day of January, 2012.

419 LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have  
420 any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is  
421 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

422 NOTE: Any provisions of this Agreement which are preceded by a box "" must be marked to be a part of this  
423 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have  
424 received a copy of this Agreement.

425 Buyer hereby makes this offer.

426 [Signature]  
427 BUYER BUYER

428 1/27/12 at 5:00 o'clock  am/  pm  
429 Offer Date Offer Date

430 Seller hereby:

431  ACCEPTS -- accepts this offer.  
432  COUNTERS -- accepts this offer subject to the attached Counter Offer(s).  
433  REJECTS this offer and makes no counter offer.

434 [Signature]  
435 SELLER SELLER

436 1/28/12 at \_\_\_\_\_ o'clock  am/  pm  
437 Date Date

438 Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")  
439 the last offeror, or licensee of the offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was  
440 provided on \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock by  
441 \_\_\_\_\_ (Name).

For Information Purposes Only:

<u>LAKE SIDE REALTY</u> Listing Company	<u>First Team Realty, Inc.</u> Selling Company
<u>DEBBIE SNYDER</u> Independent Licensee	<u>Debbie Cox</u> Independent Licensee
<u>DSNYDERS@LAKE SIDE REALTY-TN.COM</u> Licensee Email	<u>debcox@bellsouth.net</u> Licensee Email

NOTE: This form is provided by TAR 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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.

**Addendum to Lot/Land Purchase and Sale Agreement**

Burton W. Wiand is a Court-appointed Receiver ("Seller" or "Receiver") in the matter of *SECURITIES AND EXCHANGE COMMISSION V. ARTHUR NADEL, ET AL.*, CASE NO: 8:09-CV-87-T-26TBMIN AND BEFORE THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION and is the owner of Lot #68 Woodlake Blvd, Tazewell, TN ("Property") and has the authority to negotiate the Lot/Land Purchase and Sale Agreement ("Agreement") and sell the Property.

The Seller agrees to sell and convey and Buyers, Barry and Joyce Stewart, agree to purchase and pay for the Property. The Purchase Price shall be \$45,000.00 (Forty Five Thousand Dollars and No/100).

Closing shall take place within thirty days of the approval of the sale of the Property by the United States District Court for the Middle District of Florida or as soon a practical following the Receiver meeting all requirements imposed by the United States District Court for the Middle District to finalize the sale. Should the court not approve the sale of the Property, this Agreement shall be null and void.

Seller will, on or before the Closing Date, obtain approval from the United States District Court for the Middle District of Florida to sell the Property to Buyers free and clear of all liens, claims, encumbrances, and restrictions. Seller will convey title via Receiver's Deed.

Buyers have the right to inspect. Inspection period shall last 30 days from the date of this Agreement. If Buyers decide not to go forward at the end of the inspection period for whatever reason earnest money will be refunded. After the 30<sup>th</sup> day the earnest money is non-refundable.

Receiver has limited information regarding the Property. Any documentation required by the Agreement to be provided to the Buyers may not be available to the Receiver.

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. Buyers have the right to inspect. All costs associated with inspection shall be the responsibility of the Buyer. If Buyers decide not to go forward at the end of the inspection period for whatever reason the earnest money will be refunded.

All costs associated with the transaction, other than those specifically discussed in the Lot/Land Purchase and Sale Agreement shall be the responsibility of the Buyer.

BS Buyers' initials

[Signature] Seller's initials

At Closing, Seller agrees to pay a 10% commission to the Listing Broker, Debbie Snyder of Lakeside Realty pursuant to a separate written agreement by and between Seller and Listing Broker Seller's. Listing Broker may share the commission with Buyers' Broker, Debbie Cox of First Team Realty, Inc., but in no event shall the total sales commission owed by the Seller exceed 10% of the Purchase Price.

Buyers and Seller hereby (i) agree that all disputes and matters whatsoever arising under, in connection with, or incident to the Lot/Land Purchase and Sale Agreement shall be exclusively litigated as a summary proceeding in *SECURITIES AND EXCHANGE COMMISSION V. ARTHUR NADEL, ET AL.*, CASE NO: 8:09-CV-87-T-26TBMN AND BEFORE THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, in Hillsborough County in the State of Florida, to the exclusion of the courts of any other state or country, and (ii) irrevocably submit to the exclusive jurisdiction of the UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, in Hillsborough County in the State 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.

BS Buyers' initials

BC Seller's initials

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

vs.

STANLEY J. KOWALEWSKI and  
SJK INVESTMENT MANAGEMENT, LLC,

Defendants.

CIVIL ACTION NO.  
1:11-cv-0056-TCB

**ORDER APPROVING RECEIVER'S MOTION FOR  
APPROVAL OF PRIVATE SALE OF REAL PROPERTY**

On January 27, 2012, S. Gregory Hays, the Court-appointed Receiver for SJK Investment Management, LLC, the SJK Special Opportunities Fund, LP, and all of their assets filed a Motion for Approval of Sale of Real Property [ECF No. 161] requesting that the Court approve the Receiver's private sales of: (1) a parcel of real property and house located at 5802 Henson Farms Road, Summerfield, North Carolina 27358 (the "Henson Farms Property") and (2) a parcel of real property and house located at 5203 Southwind Road, Greensboro, North Carolina 27455 (the "Southwind Property") (collectively, the "Properties"). No objections were filed in response to the Receiver's Motion.

Having considered the Receiver's Motion and all exhibits in support thereof, as well as previous pleadings filed by the Receiver, the Court finds that the Properties are part of the Receiver Estate.

The Court further finds that the Receiver has complied with all requirements necessary for the sale of the Properties. Therefore, in accordance with 28 U.S.C. § 2001, the Receiver's Motion is hereby GRANTED. Accordingly,

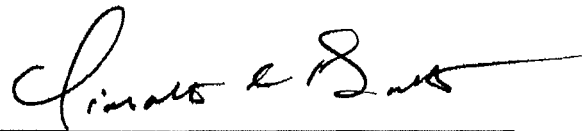
IT IS HEREBY ORDERED that the Court approves the sale of the Henson Farms Property to Clinton R. Babcock and Jolinda J. Babcock for the purchase price of \$700,000, pursuant to the terms of the Purchase and Sale Agreement entered into between the Receiver and the Babcocks, effective January 19, 2009 (the "Henson Farms Agreement").

IT IS FURTHER ORDERED that the Court approves the sale of the Southwind Property to Cameron A. Cooke for the purchase price of \$165,000, pursuant to the terms of the Purchase and Sale Agreement entered into between the Receiver and Cooke, effective December 29, 2011, as amended by Agreement to Amend Contract dated January 23, 2012 (the "Southwind Agreement").

IT IS FURTHER ORDERED that the Receiver is authorized to immediately take all actions necessary to effectuate and close under the Henson Farms Agreement and Southwind Agreement.



SO ORDERED this 15<sup>th</sup> day of February, 2012.



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Timothy C. Batten, Sr., Judge  
United States District Court for the  
Northern District of Georgia  
Atlanta Division

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

vs.

GLOBAL ONLINE DIRECT, INC.,  
BRYANT E. BEHRMANN and  
LARRY "BUCK" E. HUNTER,

Defendants.

Civil Action No. 1:07-CV-0767-WSD

**ORDER ON MOTION FOR ORDER (i) AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES;; (ii) AUTHORIZING THE RECEIVER TO PAY CERTAIN LIENS AND CLAIMS FROM THE SALE OF THE REAL PROPERTY; (iii) RELIEVING THE RECEIVER FROM THE PROVISIONS OF 28 USC §§ 2001-2002; AND (iv) APPROVING THE REAL ESTATE BROKER'S COMMISSION**

This Court, having reviewed the Receiver's motion for authorization to (i) sell certain real property free and clear of all liens, claims, interests and encumbrances; (ii) pay certain liens and claims from the sale of the real property; (iii) relieve the Receiver from the provisions of 28 USC §§ 2001-2002; and (iv) approve the real estate broker's commission, (the "Motion"), and good cause appearing therefore, orders as follows:

1. The Motion is granted in its entirety.
2. The Receiver is authorized to sell the receivership estate property located at 2711 Bearco Loop, La Grande, Oregon 97875 (the "Bearco Property").
3. The Receiver is authorized to sell the Bearco Property to the highest offer received for such Property. The Receiver sells such Bearco Property "AS IS," "WHERE IS," and "WITH ALL FAULTS", and the Receiver makes no representations or warranties in respect to the condition of this Property.
4. The Receiver is authorized to close the sale of the Bearco Property and record the grant deed necessary to deliver title to the subject Property to the buyer with the highest offer for the Property. The sale of the Bearco Property shall be free and clear of all liens, claims, and encumbrances, with such liens, claims and encumbrances attaching to the proceeds of each sale. The Receiver is authorized to pay the valid liens, taxes, and claims on the Property, subject to any objections to such liens, taxes, and claims by the Receiver.
5. The Court hereby relieves the Receiver from the provisions of 28 USC §§ 2001-2002.
6. The Receiver is authorized to compensate the real estate broker Mr. Roger Goodman of Century 21 Eagle Cap Realty, in accordance with the listing agreement at the applicable sales commission from the proceeds of sale of the Bearco Property, as set forth in the Motion and in the Receiver's Application to Employ Property Manager and Real Estate Broker, filed on August 20, 2007, which was approved by Court Order entered on October 30, 2007.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable William S. Duffey, Jr.  
United States District Court Judge

**NOTICE OF SALE**

**LEGAL NOTICE:** Pursuant to 28 U.S.C. § 2001, Burton W. Wiand, as Receiver ("Receiver") appointed in the matter of *SECURITIES AND EXCHANGE COMMISSION V. ARTHUR NADEL, ET AL.*, CASE NO: 8:09-CV-87-T-26TBM (U.S.D.C., M.D. Fla.), will conduct a private sale of the property located at 780 Woodlake Blvd., Tazewell, TN (Lot #68) for \$45,000.00. The sale is subject to the approval of the United States District Court. All inquiries regarding the property or the sale should be made to the Receiver (813) 347-5100 and /or the Receiver's listing agent Debbie Snyder, Lakeside Realty, (865) 599-0628.

# **EXHIBIT B**

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

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

ARTHUR NADEL,  
SCOOP CAPITAL, LLC,  
SCOOP MANAGEMENT, INC.,

Defendants.

CASE NO.: 8:09-cv-0087-T-26TBM

SCOOP REAL ESTATE, L.P.,  
VALHALLA INVESTMENT PARTNERS, L.P.,  
VALHALLA MANAGEMENT, INC.,  
VICTORY IRA FUND, LTD,  
VICTORY FUND, LTD,  
VIKING IRA FUND, LLC,  
VIKING FUND, LLC, AND  
VIKING MANAGEMENT, LLC.

Relief Defendants.

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**ORDER**

Before the Court is the Receiver's Unopposed Verified Motion for Approval of Sale of Real Property Located in Tazewell, TN (the "Motion") (Dkt. 810). Upon due consideration of the Receiver's powers as set forth in the Order Appointing Receiver (Dkt. 8), the Orders Reappointing Receiver (Dkts. 140, 316 and 493), and applicable law, it is **ORDERED AND ADJUDGED** that the Motion is **GRANTED**.

The sale of the real property located at Lot #68, Woodlake Boulevard, in Tazewell, Tennessee 37879, pursuant to the Purchase and Sale Agreement attached as Exhibit 3 to the Motion, is hereby approved. All claims relating to the property located in Tazewell, Tennessee are hereby extinguished. The Court finds that the Receiver has substantially complied with the provisions of 28 U.S.C. §2001, and the Receiver is hereby directed to transfer free and clear of all claims, liens, and encumbrances to Barry and Joyce Stewart, by way of Receiver's Deed, pursuant to the Lot/Land Purchase and Sale Agreement, title to the real property located in Tazewell, Tennessee, which bears the following legal description:

Situate in the Fourth (4<sup>th</sup>) Civil District of Claiborne County, Tennessee, and more particularly described as follows:

BEING all of Lot Number Sixty Eight (68) in Phase I of WOODLAKE SUBDIVISION as more fully shown on that certain plat prepared by William L. Parsons and Associates, recorded in the Register's Office for Clairborne County, Tennessee, on August 7, 1997, in Plat Book 3, Page 102.

Reference is made to Restrictions for Woodlake Subdivision, recorded in Misc. Book 50, Pages 588-67167, in the Office of the Register of Deeds for Clairborne County, Tennessee, on April 16, 1997, and as shown in Plat Book 3, Page 102, recorded in said Register's Office.

DONE and ORDERED in chambers in Tampa, Florida this 5<sup>TH</sup> day of April, 2012.

  
RICHARD A. LAZZARA  
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:  
Counsel of Record



# **EXHIBIT C**

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

Case No. 8:09-cv-87-T-26TBM

ARTHUR NADEL,  
SCOOP CAPITAL, LLC,  
SCOOP MANAGEMENT, INC.

Defendants,

SCOOP REAL ESTATE, L.P.  
VALHALLA INVESTMENT PARTNERS, L.P.,  
VALHALLA MANAGEMENT, INC.  
VICTORY IRA FUND, LTD,  
VICTORY FUND, LTD,  
VIKING IRA FUND, LLC,  
VIKING FUND, LLC, AND  
VIKING MANAGEMENT,

Relief Defendants.

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**NOTICE (1) OF PUBLICATION OF RECEIVER'S COURT-APPROVED  
NOTICE OF SALE AND (2) THAT NO ADDITIONAL OFFER TO PURCHASE  
REAL PROPERTY LOCATED IN TAZEWELL, TN HAS BEEN RECEIVED**

On April 4, 2012, Burton W. Wiand, as Receiver (the “**Receiver**”), filed his Unopposed Verified Motion for Approval of Private Sale of Real Property Located in Tazewell, TN (Doc. 810) (the “**Motion**”), which sought approval of a proposed sale of real property located in Tazewell, TN. In accordance with 28 U.S.C. § 2001, the Receiver also attached a proposed Notice of Sale to be published in the *Clairborne Progress* in Tazewell,

Tennessee. On April 5, 2012, the Court entered an Order granting the Receiver's Motion (Doc. 811).

This notice is being filed to inform the Court that, pursuant to 28 U.S.C. § 2001, the court-approved Notice was published in the *Clairborne Progress* on April 11, 2012. Additionally, under 28 U.S.C. § 2001, a private sale of real property by a Receiver cannot be confirmed if a separate bona fide offer to purchase the property for at least 10% more than the proposed, published sale price is received. The Receiver has not received any offer to purchase the property meeting these requirements, and thus is proceeding to close the sale of the property in accordance with the Motion and the Court's April 5<sup>th</sup> Order.

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on April 30, 2012, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

**s/Gianluca Morello**

Gianluca Morello, FBN 034997

gmorello@wiandlaw.com

Michael S. Lamont FBN 0527122

mlamont@wiandlaw.com

Jared J. Perez, FBN 0085192

jperez@wiandlaw.com

Wiand Guerra King P.L.

3000 Bayport Drive, Suite 600

Tampa, FL 33607

Tel: (813) 347-5100

Fax: (813) 347-5198

*Attorneys for the Receiver, Burton W. Wiand*

# **EXHIBIT D**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 20-21964-CIV-ALTONAGA/Goodman

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

TCA FUND MANAGEMENT  
GROUP CORP., *et al.*,

Defendants.

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**ORDER**

**THIS CAUSE** came before the Court upon Receiver Jonathan E. Perlman's Unopposed Motion to Approve Private Sale and Bid Procedures [ECF No. 180], filed on October 20, 2021. The Court having considered the Motion and being otherwise fully advised, it is


**ORDERED AND ADJUDGED** as follows:

1. The Motion is **GRANTED**.
2. The Receiver is authorized to enter into the Agreement for Purchase and Sale, attached as Exhibit A to the Motion, for the sale of the Galveston Property.
3. Within three (3) business days of this Order, the Receiver shall publish the terms of the sale in a newspaper of general circulation.
4. Any party wishing to submit an overbid must do so within ten (10) days of the date of publication in a newspaper of general circulation. The overbid must be in writing and served upon the Receiver and his counsel by electronic mail and U.S. Mail.

CASE NO. 20-21964-CIV-ALTONAGA/Goodman

5. In order for any bid to be qualified for consideration by the Receiver, the bid must exceed the purchase price as set forth in the Agreement by at least 10%. In addition, for a bid to qualify for the Receiver's consideration, the bidder must provide a 10% cash deposit based upon the amount of the bid and proof, to the Receiver's satisfaction, that it has the financial ability to satisfy its bid and close under the same terms and conditions as found in the Agreement.
6. The Receiver in his sole discretion can determine whether to accept any overbid without further order from this Court.
7. Thereafter, Hilcorp Energy Company ("Hilcorp") shall have three (3) business days from the date of the submission of the overbid to submit a higher bid to the Receiver.

**DONE AND ORDERED** in Miami, Florida, this 20th day of October, 2021.

  
**CECILIA M. ALTONAGA**  
**CHIEF UNITED STATES DISTRICT JUDGE**

cc: counsel of record

# **EXHIBIT E**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO.: 23-24903-CIV-JB**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

RISHI KAPOOR, et al.,

Defendants.

---

**ORDER GRANTING  
RECEIVER'S MOTION TO APPROVE PUBLICATION NOTICE  
REGARDING SALE OF COMMODORE PROPERTIES**

**THIS CAUSE** came before the Court upon the Receiver, Bernice C. Lee's Motion to Approve Publication Notice Regarding Sale of Commodore Properties, ECF No. [\_\_\_\_]. Upon due consideration of the Motion, and finding that good cause exists, it is hereby –

**ORDERED AND ADJUDGED** that the Receiver's Motion, ECF No. [\_\_\_\_], is GRANTED. The form and manner of notice shall serve as such publication notice as the Court directs under 28 U.S.C. § 2001(b). Within ten days after publication of the notices, the Receiver shall submit a notice of filing advising if a bona fide offer which guarantees at least a 10% increase over the price referenced in the notice has been submitted.

**DONE AND ORDERED** in Miami, Florida this \_\_\_\_ day of \_\_\_\_\_, 2025.

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**JACQUELINE BECERRA  
UNITED STATES DISTRICT JUDGE**