SALE PROCEDURES AGREEMENT

This Sale Procedures Agreement (hereinafter "**Agreement**"), is entered into this the ___ day of _____ 20_____, by and between _____ (hereinafter, the "**Buyer**") and **Burton W. Wiand, Receiver for EquiAlt Fund II, LLC** (hereinafter, the "**Receiver**" or "**Seller**", and collectively with Buyer, the "**Parties**") appointed in the matter of *Securities and Exchange Commission v. Brian Davison, et al.*, United States District Court, Middle District of Florida, Tampa Division, Case No.: 8:20-cv-00325-T-35AEP (hereinafter, the "**Action**").

BACKGROUND

WHEREAS, the Receiver was appointed pursuant to an Order Granting Plaintiff's Emergency Ex Parte Motion for Appointment of Receiver and Memorandum of Law entered February 14, 2020 and an Order Granting Emergency Ex Parte Motion for Temporary Restraining Order, Asset Freeze, and Other Injunctive Relief entered February 14, 2020, and pursuant to an Order on Motion for Preliminary Injunction entered on August 17, 2020 in connection with the proceedings in the Action (the "**Receivership Orders**"); and pursuant to the Receivership Orders the Receiver was granted authority, custody and control over EquiAlt, LLC and various other related companies and assets including 2015 E. 51st Avenue, Bradenton, FL 34203 and he is authorized to sell said property with approval of the United States District Court for the Middle District of Florida;

WHEREAS, EquiAlt Fund II, LLC is a legal entity under the control of the Receiver pursuant to the Receivership Orders and it is the owner of 2015 E. 51st Avenue, Bradenton, FL 34203, better known as Manatee County Property Appraiser's Parcel Id Number (PIN): 1663600059 ("**the Property**");

WHEREAS, pursuant to the Receivership Orders and a subsequent Order of the Court, the Seller has been granted full power and authority to market and conduct an auction to sell the Property;

WHEREAS, the Buyer is the winning bidder in the auction of the Property through Receivership-Auctions.com and is legally bound to purchase the Property. This Agreement is to confirm and document the terms of the closing and transfer of title of the Buyer's purchase of the Property;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Property: The Seller has agreed to sell and convey, and Buyer has agreed to purchase and pay for, all pursuant to the terms and conditions hereinafter set forth herein and the terms of auction of Receivership-Auctions.com, the Property consisting of all of Seller's right,

title, and interest in and to the Property, more particularly described on Exhibit "A" attached hereto. The Property shall include all appurtenant rights, privileges, and easements, all buildings and improvements, free from all encumbrances whatsoever, except restrictions and easements of record, zoning ordinances, and taxes and assessments, both general and special, not currently due and payable. **PROPERTY SOLD "AS IS".**

2. Purchase Price & Contingencies: The Purchase Price shall be _____ Dollars ($_____). The purchase price includes the winning bid price in the auction of the property on Receivership-Auctions.com and the applicable Buyer's premium.

This Agreement and transfer of the Property is subject only to the contingency that the United States District Court for the Middle District of Florida issues and Order directing and authorizing the Seller to transfer the Property.

3. Escrow Agent and Initial Money Deposits: Najmy Thompson, P.L 1401 8th Ave W, Bradenton, FL 34205 shall serve as the Escrow Agent. Within 24 hours of the notification to the Buyer that he is the winning bidder of the auction conducted by Receivership-Auctions.com, Buyer shall wire as an Initial Deposit (10%) of the Purchase Price ($_____) to the Special Trust Account of Burton W. Wiand, PA. These funds shall only be refundable if the United States District Court refuses to approve the transfer of the Property by the Receiver to the Buyer. The funds shall be wired to the following account:

CONTACT SELLER TO CONFIRM WIRING INFO PRIOR TO MAKING ANY WIRES.

Wiring Instructions are as follows:

ABA Routing Number: 062006505
Beneficiary Bank: ServisFirst Bank
Address: 2500 Woodcrest Place
City: Birmingham, AL 35209

Beneficiary Account #: 500120XXXX

Beneficiary Name: Burton W. Wiand PA Special Trust Account

Further Instructions: Lot No. 9

Once this document has been signed and returned to Seller, Buyer will need to contact Jeffrey Rizzo @ jrizzo@guerraking.com to receive the last 4 digits to the Beneficiary account number. Please include your phone number in the e-mail so you can be called back to confirm the last 4 digits of the account number.

Buyer may not cancel the transaction and any attempt thereto shall cause all funds deposited to the Special Trust Account to immediately become the property of the Receiver.

The funds deposited to the Special Trust Account shall be credited at Closing towards the Purchase Price to be paid to Seller by Buyer for the Property under the terms of this Agreement. Unless Seller has agreed otherwise, **WITHIN FIVE (5) BUSINESS DAYS BUYER SHALL WIRE THE REMAINING 90% OF THE PURCHASE PRICE TO THE ESCROW AGENT**. These funds shall be wired to the to the Escrow account of Najmy Thompson according to the attached wiring instructions. Any financing shall be allowed solely pursuant to the terms of the Financing Addendum attached hereto.

The terms of this Agreement shall serve as the escrow and closing instructions for this transaction.

4. Conditions of Escrow: Seller shall, upon the deposit of all funds required by this Agreement with the Escrow Agent apply to the United States District Court for an Order authorizing and directing the Receiver to deliver to Buyer a Receiver's Deed transferring all of Sellers interest in the Property. Upon delivery of the Receiver's Deed to the Buyer all funds on deposit with the Escrow Agent or in the Special Trust Account shall be delivered to the Seller. Should the Court fail to or refuse to authorize the transfer of the Property to the Buyer, upon Buyer's request, deposited funds shall be returned to the Buyer. Should Seller fail to perform any obligation under this Agreement for any other reason, the Buyer's sole remedy shall be to seek return of all funds deposited in connection with this Agreement.

5. No Financing Contingency: Buyer agrees that there shall be no financing contingency associated with this Agreement. Buyer agrees that this is an **ALL-CASH** purchase and there shall be no financing contingency. Any Purchaser who desires to finance a purchase after being the successful bidder in an auction must execute and strictly comply with the terms of the Financing Addendum attached hereto.

6. Closing and Closing Agent: Unless extended by mutual agreement of the Parties, Closing shall take place promptly after The United States District Court, Middle District of Florida's authorizing and directing Seller to deliver a Receiver's Deed to Buyer. "Closing" as used herein shall mean the date all contingencies provided in this Agreement shall be satisfied and the date the Receiver's Deed in substantially the form as Exhibit "B" attached hereto has been recorded. Najmy Thompson, P.L. shall serve as the Closing Agent.

7. Conveyance of Title: When the funds to be paid by Buyer together with all documents required to be deposited by Buyer pursuant to this Agreement have been deposited into escrow, then Seller shall deliver into escrow title to the Property. Seller will convey title via Receiver's Deed in substantially the form as Exhibit "B" attached hereto.

8. Evidence of Title, Survey and Closing Costs: Buyer, at Buyer's cost and expense, may obtain evidence of title, a title abstract, title insurance and/or a survey of the Property. At Closing, Buyer shall pay: (i) all title examination fees; (ii) survey costs or any costs to update surveys; (iii) to update recording costs on documents necessary for Seller to clear title (to the extent such action is required); (iv) any premiums for a title insurance policy; (v) all transfer taxes payable

in connection with the delivery for recording of any title transfer instrument or document by Seller provided in or contemplated by this Agreement; (vi) all charges for escrow services; (vii) all survey and appraisal costs; (viii) mortgage taxes (if any); (ix) the cost of any environmental reports; (x) all fees of the Closing Agent; and (xi) Buyer's legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Buyer hereunder, including without limitation, the cost of performance by Buyer and the obligations hereunder.

At Closing, Seller shall pay: (i) Seller's legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Seller hereunder, including without limitation, the cost of performance by Seller of its obligations hereunder.

Except as otherwise expressly provided for in this Agreement, Buyer shall be responsible for any and all other costs and expenses, regardless of custom or practice in the county where the Property is located, in connection with the consummation of this Agreement.

9. Condition of Premises and Inspection Period: Buyer acknowledges and agrees 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.

Any inspection of the Property must be conducted prior to the entry of bids on the Property. All bids are binding and irrevocable when made. Entering a bid on the Property without inspection for any reason shall constitute a waiver of any inspection of the Property and conclusive acceptance of the Property in its current condition.

10. Damage or Destruction: In the event the Property, or any portion thereof, is damaged or destroyed by fire or other cause prior to the date of transfer of title, Buyer may declare this Agreement null and void or Buyer may complete the purchase. If Buyer declares this Agreement null and void due to damage or destruction as described in this Paragraph 10, all funds paid by Buyer to the the Receiver or Escrow Agent shall be delivered immediately to Buyer.

11. Taxes, Assessments & Utilities: Real Estate Taxes, assessments, if any, and any assessments, insurance premiums, charges, and other items attributable to the Property shall be prorated as of the date of Closing, based upon an actual three hundred and sixty-five (365) day year, as is customary. Meters for all public utilities (including water) being used on the Property shall be ordered read on the day prior to closing and all charges to said date shall be paid by Seller.

12. Real Estate Brokers: Seller and Buyer represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction, except for Tony Kelly of A Better Life Realty LLC ("**Seller's Agent"**). At Closing, Seller agrees to a Two Percent (2.0%) commission to Seller's Agent pursuant to a separate written

agreement by and between Seller and Seller's Agent. No commission shall be payable to any agent of Buyer unless Buyer has disclosed such agent during registration with Receivership-Auctions.com. If such agent is disclosed Buyer's agent will be paid 40% of the Buyer's premium paid by Buyer.

13. General Provisions:

(a) This Agreement shall be governed by the laws of Florida.

(b) Buyer and Seller hereby (i) agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be exclusively litigated as a summary proceeding in *Securities and Exchange Commission v. Brian Davison, et al.*, United States District Court, Middle District of Florida, Tampa Division, Case No.: 8:20-cv-00325-T-35AEP, to the exclusion of the courts of or in any other state or country, and (ii) irrevocably submit to the exclusive jurisdiction of the United States District Court, Middle District of Florida, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably waive any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

(c) Captions of the several items of this Agreement are not a part of the context hereof and shall not be used in construing this Agreement, being intended only as aids in locating the various provisions hereof.

(d) This Agreement shall inure to the benefit of, and be binding upon, the Buyer's successors and assigns, executors and administrators.

(e) In the event that this Agreement shall terminate in accordance with the provisions hereof, and in the absence of breach, all funds and documents deposited shall be returned to the depositor thereof and neither party shall be under any further obligation to the other by reason of this Agreement.

(f) This Agreement is deemed accepted upon delivery of the fully executed Agreement. This Agreement, and any notices required or permitted to be given pursuant to this Agreement, shall be in writing and sent by overnight courier, prepaid, or hand delivered, transmitted by facsimile or e-mail, delivered personally or served by certified or registered mail, return receipt requested. Any facsimile or electronic signature shall be deemed to be an original.

(g) Notices may be delivered to Seller at the email address burt@burtonwwiandpa.com or via Seller's Agent at the email address tony@abetterliferealty.com and to Buyer at the email address _____ or via Buyer's Agent at the email address _____.

(h) This Agreement contains the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained.

BUYER

SELLER

Burton W. Wiand, Receiver for
EquiAlt Fund II, LLC

BROKER'S ACKNOWLEDGEMENT

Tony Kelly of A Better Life Realty LLC (Seller's Agent) hereby acknowledge receipt of this Agreement and agrees to be joined to this Agreement to the extent their compensation structure is discussed. The Broker hereby agrees to the compensation structure set forth in paragraph 12 above. Any dispute concerning the compensation shall be resolved pursuant to paragraph 13(b) herein.

Seller's Agent

BUYER'S BROKER'S ACKNOWLEDGEMENT

Buyer's Agent as disclosed in Registration of Buyer with Receivership-Auctions.com hereby acknowledges receipt of this Agreement and agrees to be joined to this Agreement to the extent his compensation structure is discussed. The Buyer's Agent hereby agrees to the compensation structure set forth in paragraph 12 above. Any dispute concerning the compensation shall be resolved pursuant to paragraph 13(b) herein.

Buyer's Agent

EXHIBIT A TO SALE PROCEDURES AGREEMENT

LEGAL DESCRIPTION

LOTS 1 & 2 BLK A ONECO GARDENS PI#16636.0005/9

EXHIBIT B TO SALE PROCEDURES AGREEMENT

RECEIVER'S DEED

THIS INDENTURE, made as of the ____ day of _____2021, by and between **Burton W. Wiand, Receiver for EquiAlt Fund II, LLC** (hereinafter referred to as the "Grantor"), having a mailing address of 114 Turner Street, Clearwater, Florida 33756, and _____ (hereinafter referred to as the "Grantee") having an address of _____.

WITNESSETH:

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

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

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

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

Signed, sealed and delivered in the presence of:

_____
Witness signature

_____
Printed name

_____
Burton W. Wiand, Receiver for
EquiAlt Fund II, LLC

_____
Witness signature

_____
Printed name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____, by Burton W. Wiand, Receiver for EquiAlt Fund II, LLC.

_____
Notary Public
Print Name:_____
My Commission Expires:_____

Personally Known _____(OR) Produced Identification _____
Type of identification produced

EXHIBIT 1 TO RECEIVER'S DEED

COURT ORDER

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

BRIAN DAVISON,
BARRY M. RYBICKI,
EQUIALT LLC,
EQUIALT FUND, LLC
EQUIALT FUND II, LLC,
EQUIALT FUND III, LLC,
EA SIP, LLC,

Defendants,

and

128 E. DAVIS BLVD., LLC;
310 78TH AVE, LLC;
551 3D AVE S, LLC;
604 WEST AZEELE, LLC;
2101 W. CYPRESS, LLC;
2112 W. KENNEDY BLVD, LLC;
5123 E. BROADWAY AVE, LLC;
BLUE WATERS TI, LLC; BNAZ, LLC;
BR SUPPORT SERVICES, LLC;
BUNGALOWS TI, LLC;
CAPRI HAVEN, LLC; EA NY, LLC;
EQUIALT 519 3RD AVE S., LLC;
MCDONALD REVOCABLE LIVING TRUST;
SILVER SANDS TI, LLC;
TB OLDEST HOUSE EST. 1842, LLC.

Relief Defendants.
_____/

CASE NO. 8:20-CV-325-T-35AEP

DRAFT

ORDER

THIS CAUSE comes before the Court for consideration of the Receiver's Motion to Approve Transfer of Title to the Property Located at 2015 E. 51st Avenue, Bradenton, FL 34203 (the "Property"). At the request of the Securities and Exchange Commission ("SEC"), the Court appointed the Receiver on February 14, 2020 and directed him, in relevant part, to "[t]ake immediate possession of all property, assets and estates of every kind of the Corporate Defendants and Relief Defendants," which includes "all real property of the Corporate Defendants and Relief Defendants, wherever situated, and to administer such assets as is required in order to comply with the directions contained in this Order." (Dkt.11) and:

WHEREAS, this Court has previously approved the sale of the Property as part of an auction conducted by the Receiver (Dkt.___), and the property was sold at auction to _____ and the Receiver has requested this Court for an order approving the transfer of title to _____and has provided the Court with a signed Sale Procedures Agreement to complete the auction sale;

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

1. The Receiver's Motion (Dkt. ___) is **GRANTED**.
2. Transfer of title to the Property located at 2015 E. 51st Avenue, Bradenton, FL 34203, better known as Manatee County Property Appraiser's Parcel Id Number (PIN): 1663600059 (the "Property") to _____ is **APPROVED.** The Property's legal description is as follows:

LOTS 1 & 2 BLK A ONECO GARDENS PI#16636.0005/9

DRAFT

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

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

_____
MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record

DRAFT

EXHIBIT 2 TO RECEIVER'S DEED

LEGAL DESCRIPTION

LOTS 1 & 2 BLK A ONECO GARDENS PI#16636.0005/9

Najmy Thompson
ATTORNEYS AT LAW

1401 8th Avenue West
Bradenton, FL 34205

PHONE (941) 748 - 2216
FAX (941) 748 - 2218

OTHER OFFICES
Lakewood Ranch (941) 907 - 3999
Sarasota (941) 907 - 3999
New York (212) 220 - 6616

WWW.NAJMYTHOMPSON.COM

INCOMING WIRE ROUTING INSTRUCTIONS – Domestic USD

Receiving Bank	SERVISFIRST BANK
	2500 WOODCREST PLACE
	BIRMINGHAM, AL 35209
ABA Routing No.:	ABA #062006505
Account No.:	******4287 (Not Complete Number)

TO ENSURE YOU RECEIVE THE PROPER WIRING INSTRUCTIONS, YOU MUST CONTACT OUR OFFICE DIRECTLY TO OBTAIN THE FULL ACCOUNT NUMBER.

ServisFirst Account Name:	NAJMY THOMPSON, P.L.
	6320 VENTURE DRIVE, SUITE
	104 LAKEWOOD RANCH, FL
	34202

Please Reference Buyer(s) Name or Property Address:_____

FRAUD WARNING

1. TO ENSURE YOUR WIRE REACHES US, YOU MUST INCLUDE ALL OF THE ABOVE INFORMATION IN THE OUTGOING WIRE INSTRUCTIONS.
2. THIS INFORMATION IS FOR WIRE PURPOSES ONLY. YOU ARE NOT AUTHORIZED TO USE THESE INSTRUCTIONS FOR DIRECT DEPOSIT/ACH/EFT INTO THIS ACCOUNT OR FOR ANY OTHER PURPOSE OR PROCEDURE.
3. WE ONLY ACCEPT WIRED FUNDS. WE DO NOT ACCEPT OFFICIAL, CASHIER'S OR PERSONAL CHECKS.
4. DUE TO RECENT INTERNET FRAUD AND EMAIL HACKING, WE ADVISE OUR CLIENTS TO CALL NAJMY THOMPSON, P.L. AT (941) 748-2216 TO VERIFY WIRE INSTRUCTIONS WITH YOUR CLOSER BEFORE INITIATING A WIRE TRANSFER. NAJMY THOMPSON, P.L. WILL NOT BE HELD LIABLE IF YOU BECOME A VICTIM OF THIS FRAUD.

Reference Details:

***** Please note, the sending financial institution will use a U.S. Intermediary bank *****

For accurate and timely processing of transactions, it is very important that remitters correctly identify the final beneficiary's name and account number. Beneficiary details must be complete with no abbreviations and match the title on the account.