

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO.: 21-61176-CIV-SINGHAL

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

PROPERTY INCOME INVESTORS, LLC
EQUINOX HOLDINGS, INC.
PROPERTY INCOME INVESTORS 26, LLC
PROPERTY INCOME INVESTORS 304, LLC,
PROPERTY INCOME INVESTORS 201, LLC,
PROPERTY INCOME INVESTORS 3504, LLC,
PROPERTY INCOME INVESTORS 1361, LLC,
PROPERTY INCOME INVESTORS 4020, LLC,
PROPERTY INCOME INVESTORS 9007, LLC,
PROPERTY INCOME INVESTORS 417, LLC,
PROPERTY INCOME INVESTORS 4450, LLC,
PROPERTY INCOME INVESTORS 3050, LLC,
LARRY B. BRODMAN and ANTHONY
NICOLOSI (f/k/a ANTHONY PELUSO),

Defendants.

**RECEIVER'S UNOPPOSED MOTION FOR AUTHORIZATION TO
RETAIN LEGAL, FORENSIC ACCOUNTING, INFORMATION
TECHNOLOGY, TAX, AND WEBSITE PROFESSIONALS**

Miranda L. Soto, Esq., solely in her capacity as Receiver (the “**Receiver**”) for Defendants Property Income Investors, LLC; Equinox Holdings, Inc.; Property Income Investors 26, LLC; Property Income Investors 304, LLC; Property Income Investors 201, LLC; Property Income Investors 3504, LLC; Property Income Investors 1361, LLC; Property Income Investors 4020, LLC; Property Income Investors 9007, LLC; Property Income Investors 417, LLC; Property Income Investors 4450, LLC; and Property Income Investors 3050, LLC (collectively, the “**Receivership Entities**”), pursuant to the Court’s

June 15, 2021 Order Granting Plaintiff Securities and Exchange Commission’s Unopposed Motion and Memorandum of Law for Appointment of Receiver (the “**Order Appointing Receiver**”) (Doc. 10), seeks an Order approving the retention of certain Professionals to assist the Receiver in carrying out her duties.

Specifically, the Receiver seeks Court approval to retain: (1) Buchanan Ingersoll & Rooney, P.C. as counsel *nunc pro tunc* to June 15, 2021 to provide legal services; (2) Kaufman & Company, P.A. to provide forensic accounting and tax services; (3) E-Hounds, Inc. to assist with securing and imaging documentation and electronic information; and (4) K Tek Systems, Inc. to prepare a website to be used to communicate with investors and interested parties. Plaintiff and Defendant Brodman are unopposed to the requested relief, and Defendant Nicolosi takes no position.

In support, the Receiver states as follows:

1. This action commenced on June 7, 2021, with the filing of Plaintiff Securities and Exchange Commission’s (the “**Commission**”) Complaint against Defendants and the Commission’s Unopposed Motion and Memorandum of Law for Appointment of Receiver (Doc. 3).

2. On June 15, 2021, this Court entered the Order Appointing Receiver appointing Miranda L. Soto, Esq., as Receiver over the assets of the Receivership Entities. Pursuant to the Order Appointing Receiver, the Receiver is authorized to, among other things, “engage and employ persons in Receiver’s discretion to assist Receiver in carrying out Receiver’s duties and responsibilities hereunder, including, but not limited to, accountants...[and] attorneys ... ,” “take action as necessary and appropriate for the

preservation of Receivership Property ...,” and “take all actions to manage, maintain, and/or wind-down business operations of the Receivership Estates...” See Order Appointing Receiver at ¶¶ 7.F-G, and 34. Prior to engaging any such professionals, the Receiver must first obtain an Order of this Court authorizing such engagement. *Id.* ¶ 52. Any Retained Personnel that the Receiver engages with this Court’s approval are “entitled to reasonable compensation and expense reimbursement from the Receivership Estates as described in the ‘Billing Instructions for Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission’... agreed to by the Receiver.” *Id.* at ¶ 53.

3. Pursuant to the Order Appointing Receiver, the Receiver seeks this Court’s approval to retain (i) Buchanan Ingersoll & Rooney, P.C. (“**Buchanan Ingersoll**”) to provide legal services; (ii) E-Hounds, Inc. (“**E-Hounds**”) to provide information technology and support; (iii) Kaufman & Company, P.A. (“**Kaufman**”) to provide forensic accounting and tax services; and (iv) K. Tek Systems, Inc. (“**K Tek**”) to prepare a website to be used to communicate with interested parties including investors.

Buchanan Ingersoll & Rooney, P.C.

4. Although the Order Appointing Receiver authorized the Receiver to retain Raquel A. Rodriguez and Jordan D. Maglich as counsel, the Receiver moves out of an abundance of caution for authority to employ other Buchanan Ingersoll professionals as she deems needed.

5. Specifically, the Receiver seeks authority to, where necessary and cost effective, utilize other Buchanan Ingersoll attorneys and paralegals to assist her with fulfilling the Receiver’s duties under the Order Appointing Receiver. For example, the

Receiver expects that the marketing and liquidation of the various real estate owned by the Receivership Entities may require counsel with real estate expertise. Attorneys assisting the Receiver would be billed at the following rates, which represents a significant discount from their normal hourly rates (which are also provided):

- Partners: \$295/hour (regular hourly rates range from \$400 to \$930);
- Associates: \$255/hour (regular hourly rates range from \$275 to \$405);
and
- Paralegals: \$205/hour (regularly hourly rates range from \$235 to \$285)

The Receiver's ability to use professionals with specific experience when needed and to leverage other lower-priced professionals when possible will assist the Receiver in more effectively carrying out her mandate and reduce expenses, benefitting the Receivership Estate.

6. Thus, pursuant to the Order Appointing Receiver, the Receiver seeks this Court's approval to engage Buchanan Ingersoll *nunc pro tunc* to June 15, 2021, to provide additional cost-effective or necessary assistance with matters relating to her appointment.

7. Buchanan Ingersoll has informed the Receiver that it do not have any conflict with serving the Receiver in this case.

E-Hounds, Inc.

8. Since her appointment, the Receiver has secured and taken possession of multiple electronic devices and accounts as well as significant amounts of documentation belonging to the Receivership Entities. The Receiver seeks to retain E-Hounds to assist with securing and imaging this documentation and electronic data. Adam Sharp, a principal of E-Hounds, has extensive experience in this field and also with assisting court-appointed

receivers including in matters brought by the SEC. A copy of Mr. Sharp's CV is attached as **Exhibit A**.

9. As an accommodation to the Receiver, E-Hounds will not request an up-front retainer and has provided preferred hourly rates ranging from \$195 to \$250, with certain additional tasks such as providing "triage service," sworn testimony or expert consulting carrying a higher rate as set forth in the proposal attached as **Exhibit B**. E-Hounds has also advised that it has the capability to act as a clearinghouse for the identification and collection of data, which consists of a review platform carrying a monthly charge of either \$495 (for data less than 100 GB) or \$995 (unlimited data) with no additional servicing or storage fees for such data and the inclusion of two reviewer logins. The Receiver is still exploring the most efficient and productive method of storing and reviewing the imaged data which will in part depend on the total size of the repository.

10. Thus, pursuant to the Order Appointing Receiver, the Receiver seeks this Court's approval to engage E-Hounds to provide information technology and support services.

11. E-Hounds has informed the Receiver that it do not have any conflict with serving the Receiver in this case.

Kaufman & Company, P.A.

12. The Receiver has learned that there are at least 11 separate bank accounts that were used by or for the benefit of the Receivership Entities, with dozens if not hundreds of monthly transactions often taking place in each of the accounts. Additionally, the Receiver will need to address any tax obligations for the Receivership Entities,

including the establishment of a taxable “Settlement Fund” as contemplated by the Order Appointing Receiver. Doc. 10 ¶ 35.

13. The Receiver seeks authorization to retain Kaufman to provide forensic accounting and tax services. Kaufman has extensive experience in forensic accounting and tax matters, including in receivership matters arising from SEC enforcement actions. The firm’s principal, Dana Kaufman, holds accounting and law degrees and is the partner in charge of the firm’s Litigation Support and Forensic Accounting practices. Mr. Kaufman routinely provides accounting and tax services for bankruptcy and receivership matters.

14. In consideration for the services Kaufman will provide to the Receiver, the Receiver proposes to pay Kaufman fees based on the time expended by directors, managers, senior associates, and associates (based on fee applications to be submitted by the Receiver on behalf of Kaufman, payment of which is subject to this Court’s approval).

15. As a courtesy to the Receiver, Kaufman has agreed to provide a 25% discount from the standard rates charged by its professionals. Mr. Kaufman, who is a director and will be primarily responsible for this matter, normally charges an hourly rate of \$450 but has agreed to discount his rate to \$337.50. The remaining Kaufman professionals will be similarly billed as follows:

- Directors: \$337.50 per hour (normal hourly rate of \$450);
- Managers: \$281.25 (normal hourly rate of \$375);
- Senior Associates: \$206.25 (normal hourly rate of \$275); and
- Associates: \$187.50 (normal hourly rate of \$250).

16. In the event the Receiver requires more specialized forensic accounting or

tax services, including without limitation the preparation of expert reports and/or expert testimony or tax services beyond routine tax filings and the preparation of tax returns for the Estate and the Receivership Entities, the Receiver will seek authority from the Court to pay for such services at hourly rates equal or close to the standard hourly rates for the particular professionals at the firm that will provide the services. In the alternative, the Receiver may seek Court approval to retain other professionals with that specialized experience. Kaufman has advised the Receiver that, whenever possible, it will utilize associates and senior associates under the supervision of Mr. Kaufman.

17. Kaufman has advised the Receiver that it does not have any conflict with serving the Receiver in this case.

K Tek Systems, Inc.

18. The Receiver believes it would be prudent to establish a website where relevant court documents and information may be made available to interested parties, including investors in any of the Receivership Entities. The establishment of a website will allow the Receiver to efficiently communicate with what is estimated to be at least 150 different investors while also allowing for interested parties to monitor the status of the court proceedings and case progress. Of note, the Commission's Billing Instructions for Receivers contemplate the Receiver's creation of a website "to provide information as to the activities and condition of the estate to investors."

19. The Receiver seeks authorization to engage K Tek to develop, host, and maintain a Receivership website. K Tek has extensive experience in providing website design and hosting services, including creating customized websites for receivership

matters arising from enforcement actions brought by federal and state regulators.

20. In consideration for the services K Tek will provide to the Receiver, the Receiver proposes to pay K Tek based on a proposal provided by K Tek to the Receiver for designing, creating, and maintaining a website to be used for this receivership. As set forth in the proposal and invoices attached as **Exhibit C**, K Tek will charge the Receivership a total of \$4,300 for these services which consists of (i) \$3,520 for the initial setup and design of the Receiver's website, and (ii) \$780 for one year of hosting and managing the website. If necessary, any support development or maintenance services will be provided at an hourly rate of \$150.00. This pricing is based on a one-year contract for service.

21. The Receiver will take all steps to ensure that there is no duplication of efforts or expenses between or among any of the professionals she engages with the approval of this Court.

WHEREFORE, the Receiver respectfully requests that this Court enter the proposed Order attached as **Exhibit D** (i) authorizing the Receiver to employ Buchanan Ingersoll and Rooney, P.C. *nunc pro tunc* to June 15, 2021, E-Hounds, Inc., Kaufman & Company, P.A., and K Tek Systems, Inc.; and (ii) providing such other and further relief as is just and proper.

LOCAL RULE 7.1(a)(3) CERTIFICATION

Pursuant to Local Rule 7.1(a)(3), the undersigned certifies that counsel for the Receiver conferred with counsel for the Commission and Defendants Larry Brodman and Anthony Nicolosi prior to filing this Motion, and is authorized to confirm that the Commission

and Defendant Brodman do not oppose the relief requested in this motion. Defendant Nicolosi does not take any position with respect to the requested relief.

Respectfully submitted,

BUCHANAN INGERSOLL & ROONEY PC

/s/ Raquel A. Rodriguez

Raquel A. Rodriguez, FBN 511439

One Biscayne Tower

2 S. Biscayne Blvd, Suite 1500

Miami, FL 33131-1822

T: 305-347-4080

F: 305-347-4089

raquel.rodriguez@bipc.com

and

BUCHANAN INGERSOLL & ROONEY PC

By: /s/ Jordan D. Maglich

Jordan D. Maglich, Esq. (FBN 0086106)

401 E. Jackson St., Suite 2400

Tampa, FL 33602

T: 813-222-1141

F: 813-222-8189

jordan.maglich@bipc.com

Attorneys for Receiver

Miranda L. Soto

CERTIFICATE OF SERVICE

I hereby certify that on July 8, 2021, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which will send a Notice of Electronic Filing to the following counsel of record:

Alice Sum, Esq.
Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, Florida 33131
Counsel for Plaintiff, Securities and Exchange Commission

Mark C. Perry, Esq.
2400 East Commercial Blvd., Ste 201
Fort Lauderdale, Florida 33308
Counsel for Defendant, Anthony Nicolosi, fka Anthony Peluso

I further certify that on July 8, 2021, a true and correct copy of the foregoing was sent via electronic mail to the following:

Carl F. Schoeppl, Esq.
Schoeppl Law, P.A.
4651 North Federal Highway
Boca Raton, Florida 33431-5133
Telephone: (561) 394-8301
Facsimile: (561) 394-3121
E-mail: carl@schoeppllaw.com
Counsel for Defendant Larry Brodman

/s/ Jordan D. Maglich
Attorney

EXHIBIT “A”



CURRICULUM VITA

Adam D. Sharp

Current Positions Held

President-CEO, Founder - Data Recovery Labs, Inc. (since 1993)

President-CEO, Founder - E-Hounds, Inc. (since 1999)

Qualified Expert in

Data Recovery, Data Analysis, Computer Forensics, eDiscovery (since 1998)



Associations:

- American College of Forensic Examiners Institute
- Association of Certified E-Discovery Specialists
- Institute of Computer Forensic Professionals
- Institute of Electrical and Electronics Engineers (IEEE)
- Microsoft Certified Partner
- Xera iConect Certified Partner
- High Technology Criminal Investigation Association (HTCIA) Former Member
- International Disk Drive Equipment & Materials Association (IDEMA) Former Member

Computer Crimes/Consultant/Adjunct Services:

Clearwater Police Department, Florida Department of Law Enforcement (FDLE), Pinellas County Sheriff's Office, Hillsborough County Sheriff's Office, Federal Bureau of Investigation (FBI Tampa Division), Federal Public Defenders Office.

Experience:

Data Recovery Labs has successfully recovered data for several THOUSAND clients, globally since 1993 under the personal guidance of Adam Sharp. The majority of these clients consist of Fortune 1000 and Government Agencies. The majority of the proprietary tools and techniques used in the day to day operations of DRL were developed by Mr. Sharp as well.

E-Hounds has provided forensic services for over 7000 cases since 1999, including several Court Appointments. Mr. Sharp has been the lead examiner and expert for the bulk of those services. He has been qualified as an expert and/or has provided sworn testimony in nearly 170 cases.

- 1981 Basic Programming, Tandy Computer Training (TRS-80 Mainframe Linked)
- 1985 to 1991 Pascal, C+, Visual Basic Programming
- 1987 to 1988 Systems Analyst for Community Blood Banks of Florida (FBS)
- 1988 to 1991 Computer Sales/Setup/Service for Sears, Roebuck IT
- 1991 to 1992 CTI and Voice Integration Specialist Advanced Communications, Inc. (WiTel National Telecom)
- 1992 to 1993 Data Recovery, Data Retrieval Services of CA
- 1993 to 1999 Data Recovery Specialist and Engineering, as President/CEO - Data Recovery Labs, Inc.
- 1998 First Qualified as Expert in Data Recovery Hillsborough County Court (Cliffco v USA Wireless)
- 1999 E-Hounds, Inc. founded to service attorney's e-discovery and computer forensic needs.
- 2001 First Qualified as Expert in eDiscovery and Computer Forensics, Court Master Appointed (LMT v Church of Scientology)
- 1999-current Expert Witness in Data Recovery Computer Forensics and Lead Examiner, E-Hounds, Inc.

Education:

- 1992-1993 St. Petersburg College (General Studies)
- 2000-2005 RCFG at George Mason University (Fairfax, VA) Certificate Forensic Training/Law Enforcement
- 2005, 06, 10, 12 Department of Defense Cybercrime Conference and Training (5 days)
- 2001- Encase Forensic Software Training (Ongoing)
- 2009- Access Data Forensic Training (Ongoing)
- 2011 - 2020 Vound Intella Forensic, Email Examination (Ongoing)
- 2020- Certified iConect Xera Administrator (Ongoing)
- 2014-2018 ACFEI Training:
 - Technology and Terrorism: How the Internet Facilitates Radicalism
 - Digital Forensics in the Twenty-First Century
 - Forensic Examination of CCTV Digital VTR Surveillance Recording Equipment

Operating Systems & Hardware Proficiencies

Windows 3.0 to Windows 10	PC and Server Systems	VOIP systems (Asterisk/Switchvox)
Windows NT Server to Server 2019	Tape Backup	Smartphone/Cellular/Tablets
Mac OS (Pre-Unix) to Mac OSX	Mac, Mac Server	MySQL/SQL/Oracle/SQLite
Linux, Ubuntu, Red Hat, Unix, Xenix	Printer/Scanner/Imaging	Router/Hub/Switch/Firewall
VMWare ESX 3 to ESXi 6	SAN, NAS, RAID, Cloud	Network Architecture
(includes most embedded systems as well)	(Google Drive, iCloud, etc)	(includes WAN, LAN, and Internet Backbone)

Forensic and E-Discovery Proficiencies

Encase Forensic v4 to v8	DEFT	Oxygen Forensic Detective	Vound Intella
AccessData Forensic Toolkit	Guymager	Lantern	Nuix
GetData Forensic Explorer	Autopsy	XRY Mobile	Summation
X-Ways Forensic	Paladin Pro	Cellebrite UFED	Concordance
Paraben P2	Macquisition	Wondershare	Relativity
Sumuri Recon	FTK Imager	Blackbag	Xera iConect

Recent Speaking Engagements and CLE Seminars

2013

American Judges Association (“A Guide for Judges and Attorneys on Computer Evidence, and Experts”)
 Florida Bar Convention eDiscovery Seminar (CLE) “eDiscovery vs Computer Forensics”

2014

Labor and Employment College of Practitioners Seminar Miami (CLE) “Computer Forensics and Metadata”
 IP Lawyers (Data Recovery and eDiscovery in Modern Litigation)

2015

American Bar Association (CLE) Cyber theft Seminar
 Florida Bar Association Business Law Section (CLE) “Evidence Boot Camp”
 Florida Bar Association L & E Law Section (CLE) “Computer Evidence”

2016

Manatee County Bar Association (CLE) “Social Media Artifacts, eDiscovery Use and Misuse”
 St. Petersburg Bar Association at Stetson University (CLE) “Evidence is Everywhere”
 Association of Legal Administrators Seminar (Mobile artifacts, ESI Preservation)
 Pinellas Trial Lawyers Association (Social Media, Mobile Devices, ESI Preservation)
 Florida Liability Claims Conference (Social Media Metadata, ESI Preservation)
 Claims Defense Update Seminar (CLE) “Electronic data used in modern litigation”
 Hillsborough County Bar Association/Ferguson White Inn of Court (Social Media, Criminal Minds)
 Hillsborough County Bar Association Labor and Employment (CLE) “eDiscovery Boot Camp”

2017

Risk Management Society (RIMS) “Electronic Evidence in Modern Business”

2018

Reece Smith Inn of Court (CLE) “Technology in the Courtroom”
 Ferguson White Inn of Court “Current Issues in E-Discovery”

Expert Consultant/Witness Case Examples
Closed Cases - Sampling Only

(Previously Qualified in State and Federal Courts)

- Florida, Federal Court Appointment --- **Bankruptcy/Receivership** --- Review of data to determine conspiracy to hide funds from the court.
- Florida, Court Master Appointment --- **Civil/Criminal** --- Murder/Wrongful Death/Criminal Conspiracy/Conversion of Funds in a national case involving a church and private parties.
- Florida, Court Appointment --- **Criminal/Civil** --- **Theft of Intellectual properties/Collusion/Conversion of Funds/Conspiracy** --- Substantiate intentional deletions in a database as well as financial conspiracy to remove funds from company prior to resignation.
- Florida, Plaintiff --- **Conversion of Funds/Criminal Fraud** --- Recovery of E-Mail and graphics indicating an attempt to operate fraudulently as a large Credit Card Processing company.
- Florida, Court Appointment --- **Bankruptcy/Surety** --- Recovery of E-Mail and financial records detailing use of Trust Funds prior to declaring bankruptcy.
- Florida, Criminal Prosecution --- **Mortgage Fraud** --- Serviced FBI Tampa Field Office in the recovery of data from computers submerged in Tampa Bay and recovered by divers.
- Florida, Plaintiff --- **Marital & Family** --- Substantiate use of internet for purposes of defrauding spouses in a Polygamy case.
- Florida, Prosecution --- **Theft of Intellectual Properties** --- Recovery of deleted E-Mail, substantiated false dates and times.
- Florida, Prosecution --- **Criminal** --- Recover and substantiate dates, time and existence of pornographic materials involving minors.
- Florida, Defense --- **Copyright Infringement** --- Internet HTML and Javascript code analyses and comparisons.
- Florida, Plaintiff --- **Copyright Infringement** --- Build system and review data to determine extent of use of copyright protected photographs, and locations in global infrastructure.
- Alabama, Plaintiff --- **Copyright Infringement** --- Comparisons of application systems using Visual Basic and Excel spreadsheets/macros.
- Florida, Plaintiff --- **Class Action, Product Liability** --- Analysis, conversion and authentication of business and financial records for end use automotive products.
- Florida, Court Appointment --- **Computer Forensics and Electronic Evidence** --- Analysis of system usage and email transmissions.
- Ohio, Plaintiff --- **Computer Forensics and Electronic Evidence** --- Forensic analysis of hard drive in family law situation.
- Florida, Plaintiff --- **Medical Malpractice** --- Determined record retention limits and database logistics to prove ability to change records after the fact.
- Florida, Prosecution --- **Criminal** --- Internet Child Pornography: Analysis of hard disk contents.
- Utah, Prosecution --- **Criminal** --- Theft of state documents from a Title Agency: Determined method of transmission, recovery of documents, and dates of theft.
- Michigan, Plaintiff and Counter Defense --- **Theft of Intellectual Properties, Slander and Libel** --- Data Recovery of missing invoices and emails showing libel.
- Florida, Court Appointment --- **Criminal/Data Analysis** --- Murder/Wrongful Death Case: Analysis of email traffic patterns, web sites visited, recovery of graphic files, E-Mail address, and financial data recovery.
- Florida, Court Appointment --- **Motion for Recovery of Fees** --- Recovery of email showing contact with attorney's, billing statements and accounting information.
- Pennsylvania, Plaintiff --- **Custody** --- Substantiate dates and times of access to pornographic materials and the children's use of computer during the same period
- Florida, Internal --- **Compromise Assessment** --- Review emails, computer data, to determine source of "Man in the Middle" compromise resulting in Bank Wire Fraud.
- Florida, Plaintiff --- **Medical Malpractice** --- Retrieval and Analysis of audit trails from EMR keeping systems.
- Florida, Defense --- **Wrongful Termination** --- Recovery of deleted work logs and emails showing worked hours and projects.
- Florida, Plaintiff --- **Wrongful Termination** --- Recovery of deleted emails and internet history.
- Florida, Plaintiff --- **Tax Fraud** --- Recovery of financial data from bankrupt Energy Company for use in conjunction with larger Federal Case.
- Florida/New York, Plaintiff --- **Product Liability** --- Recovery of deleted records showing sales of OTC medications without prescription.
- Florida, Plaintiff --- **Network Intrusion** --- Recover logs and substantiate access to secure network system by external hacker.

Current as of January 2019

21st Century Satellite v Mark Tow
345 Bayshore Association, Inc. v. 345 Bayshore Developer
Acosta v. Navitsky
Advance Controls Inc v Rennhack
Aguakem International, Inc., v. Kemiron Atlantic, Inc
Andrea Mogensen v Hillsborough County Public Transportation Commission
Atlantic International Mortgage Holdings, Inc., Steven S. Oscher v.
Austin Cho, Verimed v Primecare
Balko v Senior Home Care
Bermel v. Metro Networks and John Young
Bondanza v Arthrex
Bradley Bangston Chiropractic v. Mary Bartolf
Broderick v. World Precision Instruments
Broker Dealer Market, Inc v LaBier and Broker Dealer Exchge, LLC
Cara Nursery v Consolidated Nurseries
Cassidy v Cassidy
Cellco Partnership d/b/a Verizon Wireless v. Chevola
Certified Foundations Inc v Carpathia Construction, Heesch
Chiptronics, Inc. v. Larry Thoroughhood
City of Largo vs Steve Stanton
Cliffco v. USA Wireless
Coates v. Akerman
Crilley v Morgan
Crossley, John vs. Bethesda Memorial Hospital
CSI Search Group, Inc. vs Scott Albert, Christopher Brewer
Curphey and Badger v Express Legal Dox LLC
Dannwood v McDermott
David Hopkins v Geltech
Demam Data Systems LLC v. Schessel, Primose Solutions LLC
Dental Care, LLC v Dental Meds, Inc.
Dumstorf LLC vs. Martha Irene Weed
Easly vs Jeffcoat Estates
Elias Brothers Group v Irene Moser
EmbroidMe Mentor v. Mitchell
Eastern Portland Cement v FLSmidth Inc.
Executive Leadership Solutions vs Roger Ward & John Sky Express
First American Partnership v Tracey Rueff
First American v. Inter County Title
Florida Bar v Kligerman
Florida Bar v Victor Arias
Florida Cardiology PA vs Oji Joseph, M.D.
Foley v St. Lucie Medical Center PA
Foreline Security vs Rex Surber
Full Circle Orthopedics v Florida Knee / Hayter
Gage Continuing Education Co vs Admiral Continuing Education
Gashi v Seal-tite Roofing
Geico Insurance v Stone
Geier Holdings v. Liberty et. al.
George B Sowers III vs GBS Distributors
Glen Pearson, Global Communications v. Boroff, Damaschino
Golson Legal PA v Accentia
Grahman vs Creamey
H&R Block v. Gelray Gainey
Hamill v Hamill
Haywood Williamceau v Bethesda Memorial Hospital
HCFE Local 2294 v Karl Schmidtt
Henderson Brothers Brandon, LLC s Inc vs InLand Home
Hopkins v Geltech
Hurricane Shooters v By George Inc.
Ideal Identification v Ramos
In RE: Estate of William Lewshane Hall
In RE: Sarah Katherine Sussman
Innova-Pure Water vs Sawyer Products
International Sight Restoration v Abdullayev
IT Authorities v The Center For Special Needs Trust
John Adcock Ins. Agency v. Johnson, Benefit Resources Group John
Katherine Nucci vs Robert Nucci
Kathleen Howe vs Service Tampa, LLC & Swisher, LLC
Landstar v KSA/Day/Read
Lockheed Martin v L3, Fleming
Lockheed Martin v L3, Speed
Lockheed Martin v Patrick St. Romain
Louis Orloff, Matrix Group v Hiscox Dedicated Member
MacNight Smoked Foods, FCP v. Johnathon Brown - Timothy Brown
Manhattan Mortgage Group v. Doris Mojica
Meade v. Ferman Motorcar Company
Medcere v Ceredev
Mooney v. Liquid Metal Tech
Mortgage Investors Corp v. Watermark/Sherman
NAI v AMP, Wagner-Langford, Gilkey
Nationwide Indust. vs Michael Muller
New Rochelle v. Palm Garden
Ocean Optics v Ron Defris
Our365, Inc v Babyface Portraits, LLC
Outback Steakhouse v. John Harmon
Parking Area Maintenance v. Martin Dean
Performance Renewable Energy v Kinder Morgan
Pharmerica v Arledge
Pharmerica v Manuele
Physician Preferred Medical Liability Ins v. Mike Wallace / Tim Bone
Pope v. Bikowitz
Primecare v Verimed
Raymond F Kravis Cent Perf Arts v Lexington, Allied World / Allianz
Raymond James & Assoc v Haag Cantor
Residential Finance Corporation v. Orion
Retina Health Center vs Deborah Taylor
Revello, Verimed IPA LLC v Primecare LLC
Rich-SeaPak Corp.. vs James Bruffy
Riverview Mortgage v Bryan Snyder
RME, DME Holdings LLC v Mchyl / All Pro Printing, et al
Rozycki v Rozycki
Sarah Berry v Ashley Bodi
Sarasota Vet Neurology v Levine
Sea Hunters v SS Port Nicholson
SEC v Waxenberg
Service Experts v Northside
Sharon Evans vs Liberty Title Company of America Inc
SMC Food Tech v. Jose Fagundo
SMS v Sherouse, Smith, Brody
Stalley v Alliance Data Systems
Stanton v Stanton
Starling v Florida Urology Partners
State of FL Dept of Ag. vs Central Beef Ind, LLC
State of Florida v Arnold Mathis
State of Florida v Cara Ryan
State of Florida v Hargrove
State of Florida v Laviano
State of Florida v Marcos Santiago
State of Florida v Pete Mininni
State of Florida v. Charles Harden
State of Florida v. James Rybicki
State of Florida v. Steven Shurgard
State of Texas v. Pittner
Sterling Payment Technologies vs Ellen Hudec
Stewart Flooring vs Marrs
Stroemer v Panks
Technology Conservation Group v MARS
TredFast, Inc. vs Jan-Pro International, Inc
United States v Eric Thomas
United States v James Gregg
United States v Mathis
United States v Michael Wayne Lewis, Carter, Gentle
UPS v DelZotto
Vernon & Vernon v. Athenson
Xonia Book v Walt Disney World/Merklinger
Yellow Pages Photos Inc v Supermedia, Dex One
Yellow Pages Photos Inc v Ziplocal, ASEC
Yellow Pages Photos Inc v Yellow Pages Group

EXHIBIT “B”



E-Hounds, Inc.

32815 US 19 North Suite 100

Palm Harbor, Florida 34684

Tel (727) 726-8985

email - support@ehounds.com

To: Jordan Maglich, Buchanan Ingersoll

CASE REFERENCE: SEC/Property Income Investors

07/06/2021

Thank you for contacting E-Hounds Computer Evidence Services. We appreciate the opportunity to assist you in this case. Computer evidence can sometimes be overwhelming and burdensome, but we try to alleviate those concerns. If you have questions at any time, we encourage you to contact our offices. The following is a basic timeline of steps we take in most cases:

1. Planning:

- Advise as to what types of evidence are likely to be found - What might be a "smoking gun"?
- Analyze password, encryption, or storage systems - is there any mobile devices or cloud based data at issue?
- Determine location of targeted evidence and define the most efficient set of data to search.

2. Acquisition: (See Page 4 for more information on Forensic Acquisition & Preservation)

- Determine the physical location of the targeted evidence (where is the media now?)
- Preservation or acquisition which will safeguard the original, ensure metadata is maintained and provide for chain of custody.

3. Recovery:

- Restore any unreadable data to accessible formats.
- Convert data as needed to readable formats, including Optical Character Recognition (OCR) to make scans, faxes, and photos of documents searchable

4. Analysis & Review:

Varies depending on case requirements but generally takes one of two tracks:

E-Discovery Track

- Custodian assignment
- Keyword search (identifiable by sender, dates, or content)
- Privilege and Date filtering
- Data authenticity/integrity analysis
- NEW!** E-Hounds Review full featured eDiscovery platform

Computer Forensics Track

- "Triage" - Identifying activity (USB, alternate email account usage)
- Determining if there are deletions
- Internet Activity
- File Access Activity (networks, cloud services, local hard drives)
- Communications with unknown parties

5. Reporting & Deliverables:

- Deliverable packages, often ready same day in a variety of formats.
- Customized evidence reports and exhibits
- Affidavits and certified copies of data
- Expert witness testimony (if required)

On-Site Services and Acquisition- While FedEx or UPS are very reliable couriers, often our clients prefer to have a critical piece of evidence not leave their sight. We can provide for two separate options in these cases.

1. A forensic copy can be made in the presence of all parties involved at our lab in Palm Harbor, Florida
2. A forensic copy can be made onsite at the location of the parties choosing by an E-Hounds Technician.

To control Chain of Custody issues that may arise, E-Hounds does not advise allowing any other person without extensive Forensic Computer Training to have access to media which may be subject to Evidence Recovery. This includes making copies or images. ONLY AFTER a Forensic Copy has been made, the original media may be used again if absolutely necessary.

TO SUBMIT YOUR CASE - PLEASE COMPLETE:

1. Authorization Form (Next Page)
2. Completed Fee Agreement (Page 3)
3. Payment Arrangements and Evaluation Retainer (We accept Check, Wire Transfer, and all Major Credit Cards.)

Thank you again for contacting

E-Hounds, Inc. Digital Evidence Services





E-Hounds, Inc.
Digital Evidence Services
 32815 US 19 North Suite 100
 Palm Harbor, Florida 34684
 Tel (727) 726-8985
 email - support@ehounds.com

Company/Firm (CLIENT):

Buchanan Ingersoll
Jordan Maglich

Bill to Party(s): (List Additional if necessary)

Buchanan Ingersoll
Jordan Maglich

Phone Number(s):

813-222-2098

Shipping Address:

Please note: All billing is sent by email.

Billing EMAIL Address(es):

jordan.maglich@bipc.com

CASE STYLE (or opposing parties names)
SEC/Property Income Investors

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> On-Site Acquisition | <input checked="" type="checkbox"/> Keyword Search | <input type="checkbox"/> Neutral | <input checked="" type="checkbox"/> E-Discovery |
| <input checked="" type="checkbox"/> Preservation | <input checked="" type="checkbox"/> Data Extraction | <input checked="" type="checkbox"/> Expert Services | <input type="checkbox"/> Document Imaging |
| <input type="checkbox"/> Triage Workup* | <input checked="" type="checkbox"/> Data Recovery | <input type="checkbox"/> Affidavit of | <input type="checkbox"/> CCTV DVR |
| <input checked="" type="checkbox"/> Data Remediation | <input type="checkbox"/> Court Appointment | <input type="checkbox"/> Internet/E-Mail | |

These selections were made based on your initial call. Do not be alarmed if a certain item has remained unchecked. Contact your representative if you have any questions.

* "Triage Workup" is a basic service that is generally an "all-in-one" flat fee per computer, and is intended to provide an initial "fact-finding" or uniquely targeted request. It does not include any on-site hourly charges, and does not provide for an expert report. Please ask your case agent for more details.

SERVICES REQUESTED (Please provide goals and/or specific information we should look for. Include date ranges, specific names or email addresses if known.)

Initial Case Notes (Taken from our First Contact)

Current E-Hounds Assigned Case # - **E9913**
 Case Logged **07/06/2021 10:00:09 AM**
 Case Reference - **SEC/Property Income Investors**

Receivership preservations and ediscovery processing

Client engages and authorizes E-Hounds, Inc. (hereinafter E-HOUNDS) to analyze, acquire, report, and conduct forensic services and/or data recovery services, in whole or in part, in the above styled case. Client understands that the fees for all services are accepted under the separate E-Hounds Fee Agreement, without which, E-HOUNDS reserves the right to stop all services without penalty until such time as the signed Fee Agreement and Retainer fees are received by E-HOUNDS. E-HOUNDS shall in no way be held responsible nor be liable for any damages caused by work stoppage. Client is the legal owner, representative, or otherwise has legal right to property and/or data contained therein (unless said contents are covered under separate agreement such as Attorney/Client Privilege or Confidential Work Product or Court Order). E-HOUNDS agrees to hold any and all information and/or data belonging to the Client in strictest confidence, and E-HOUNDS shall not reveal or cause to be revealed any such data as it may recover to any person, agency, or entity other than those specifically authorized by the Client or as provided by court order. E-HOUNDS will not assume any responsibility for the nature or content of the media provided by the Client, and will not accept any liability for its use or misuse by the Client following recovery, restoration, and/or reconstruction. Client understands that E-HOUNDS liability is limited to destruction and/or loss of data resulting from E-HOUNDS services, not handling of media or related equipment, either by the Client or any other agency, whether prior to delivery to E-HOUNDS or following its release from E-HOUNDS. E-HOUNDS can only accept responsibility for the physical preservation and protection of media and/or equipment while it is in the immediate care, custody, and control of E-HOUNDS. Client further understands that E-HOUNDS shall be held harmless for any claims relating to or arising from service(s) requested. Client and/or Billing Party agrees to be fully and wholly responsible for any court costs, attorney fees, subpoena appearance, deposition and/or penalties which E-Hounds incurs relating to this engagement, both during and after as may be required. Client and Billing Party also agree and understand that FULL payment for services rendered as approved during the term of this engagement is due immediately upon receipt of invoice. Signature indicates acceptance of these terms and authorization to sign on behalf of the above listed parties (CLIENT & Billing Party).

Signature on behalf of Client

Title

Date

Name (Please Print)



CONFIDENTIAL

E-Hounds, Inc.
Digital Evidence Services
 32815 US 19 North Suite 100
 Palm Harbor, Florida 34684
 Tel (727) 726-8985
 email - support@ehounds.com

Fee Agreement for Case **E9913**, submission date **07/06/2021 10:00:09 AM**
Buchanan Ingersoll, Jordan Maglich(Billing Party)

Retainer and Billing: A retainer is required prior to case intake and setup, acquisition of computer evidence, consultation or review, or long term data storage (we keep copies of your evidence until your case is closed, either by you or the courts) and is generally applied proportionally throughout your case. E-Hounds nor any of its employees/officers may be listed as a witness without retaining our services (\$1000 flat fee for listing as witness without retainer). All retainer amounts are nonrefundable after 30 calendar days. We invoice every 15 days or as case activity warrants.

Travel Charges: E-Hounds' Evidence Technicians are available for onsite service and travel globally. Billing for onsite work is based on the hourly fee, "portal to portal". Travel time is based on published drive times (e.g. Google Maps estimates) or published flight times (if drive time exceeds 4 hours). We do not charge for travel expenses incurred during your case unless flight is required in less than seven days of notice, or in the event of international travel. Extensive travel (e.g. requiring overnight stay) we do not charge for 6 hours sleep time, and may reduce your travel time rate depending on the work being performed. Less than seven days notice for cases requiring air travel will be charged on an EXPEDITED TIMELINE. All flights shall be booked "Business Class" whenever available.

Media Intake: E-Hounds maintains strict chain of custody procedures. All media is photographed, noted, inventoried, tagged and maintained to safeguard and preserve evidence. A flat fee is charged for each piece of media received or acquired. This fee also provides for the secure deletion of data stored by E-Hounds at case closure. Data Recovery services are quoted as needed for damaged and nonfunctioning media.

Hourly Billing: Our average case fees to forensically acquire, analyze and report on a single computer (around 200 gigabytes of data) ranges from \$1500 to \$5000 depending on the requests made (not including any onsite work). Substantial keyword requests can increase hourly costs drastically, and can often be minimized by advising E-Hounds as to expectations and goals. If there is a large quantity of data to be recovered, or substantial data results from a search, billing can be substantial. Less than 48 hours notice for any onsite work, as well as weekend or after-hours service will be charged as an Expedited Timeline.

Expert Services: Expert Witness, Consulting Expert, and any form of sworn testimony included deposition is billed in advance with a half-day (4 hour) minimum. Less than 48 hours notice for expert services is billed at the expedited rate. Expert fees must be received at least 48 hours prior to any scheduled local appearance and 7 days prior to appearance requiring travel. All fees are nonrefundable once received. Expert fees are charged portal to portal. Additional hours as needed will be billed after appearance.

E-Hounds Review Platform: We offer a fully featured, in house E-Discovery platform based on the *Xera iConect* system. All data is hosted on E-Hounds secure servers, and never transmitted or accessed by third party service providers. You access our platform through an encrypted web browser over the internet. Fees for this service are billed monthly and vary based on usage starting at \$595. **We do not charge per gigabyte.** Typically our fees for hosted data are 50 to 80% less than competitors.

All billing is DUE ON RECEIPT. All unpaid balances over 30 days will be subject to a 1.5% fee per month. Any unpaid balances over 90 days will be subject to equipment forfeiture, data erasure, collection process and reasonable attorney's fees incurred in collection. Services by E-Hounds is rendered on behalf of the agency, agent, or party contracting for the services, and payment for such services is the sole liability and responsibility of that agency, agent, or party, and is not transferrable nor assignable. Your authorized signature below indicates acceptance of these terms.

Retainer Amount Requested \$0
(E-Hounds accepts Cash, Check, Wire/ACH, Credit Card, PayPal, or Venmo)
paypal.me/ehounds **Venmo: @Ehounds**

Standard Timeline (15 to 20 Business Days)

(A mixture of standard and expedited services is common)

Standard Rate	\$195.00 per hour
as Court Appointment	\$245.00 per hour
Sworn Testimony	\$400.00 per hour
Expert Consultant	\$300.00 to \$350.00 per hour
File Conversion	\$95.00 to \$195.00 per GB
Intake/Preservation	\$250.00 per source (hard drive/email/cloud) \$495.00 Mobile Devices

Expedited Timeline

("Front of the Line", Less than 48 hours notice, After Hours)

Standard Rate	\$245.00 per hour
as Court Appointment	\$305.00 per hour
Sworn Testimony	\$500.00 per hour
Expert Consultant	\$350.00 to 400.00 per hour
File Conversion	\$95.00 to \$195.00 per GB
Intake/Preservation	\$350.00 per source \$595.00 per Mobile Device

EH Review Platform \$595 / \$995 / \$1495 per month
EH Review add'l users \$125 per month

"Triage Service" - Basic processing of single computer, identifying initial data, history, deletions, and data movement. \$1250 Flat

Signature on behalf of Responsible Party

Title

Date



Having trouble tracking down computer evidence?
Call in the E-Hounds!



E-Hounds Computer Evidence & Data Recovery Lab specializes in finding, recovering, searching and analyzing computer information for use in legal matters. Through programs specifically designed for attorneys and paralegals, or through our wide range of individual services, we provide solutions to managing this often amorphous dimension of discovery.

Ask about the E-Hounds Review Platform! What is E-Hounds Review?

You've probably heard of common litigation tools such as Relativity, Concordance, Summation, iLook. So have we. We also saw and read about the skyrocketing costs of e-discovery review and hosted platforms. Did you know that during *Apple Inc. v. Samsung Elecs. Co., 2014 U.S. Dist. LEXIS 132830* Apple cited **e-discovery costs of \$1,486,475.01** just for hosting produced documents on a third party service?!! E-Hounds has done something about that.

We offer our clients the use of our in-house E-Hounds Review E-Discovery Platform. We don't charge by the gigabyte, nor the page. Data set sizes don't affect us (or your costs). **We host your data in house, on our secure servers.** We provide you and reviewers of your choosing, encrypted access to see, search, tag and review the documents and data in your case. After you've selected the documents you need, you can even create your own deliverable package. Sounds great? Sounds scary? No problem - we're here to help. We use these tools every day, and we act as your personal support team - no outside third party vendors. Our system is based on the Xera iConect interface, and is fully compatible with all other major review systems.

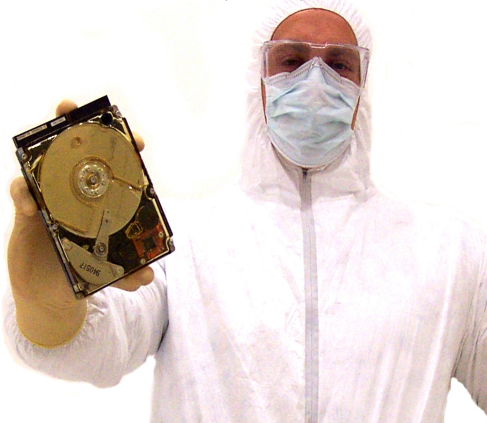
Simple, intuitive, task based review - at a cost that's affordable no matter the size of the case. "But how can you do that?!" It's simple - it's not all that we do. We don't want to just host your data, and say goodbye. We're part of your team, from beginning to end. From initial collection, to custodial culling, to deduplication, to expert consultancy, to litigation testimony. **We see too many large e-discovery houses that don't care if they burn through your litigation budget, alienating your clients with costs.**

About Forensic Preservation What is a forensic acquisition?

Forensic acquisition (also known as "imaging" or "forensic preservation") is an absolutely necessary process which takes a "snapshot" of a computer, effectively freezing the contents up to that date. This includes deleted files and fragments of old documents as well as the original dates and times of alterations, copying of files and deletion dates. Safeguards are taken to ensure that the original media (hard drive, cloud data, server data, cell phone, tablet, etc...) remains unaltered during the acquisition process.

About "Triage" Services How to know if you have a problem before it's a problem...

This is a newer, cost effective flat rate service, priced *per computer or device*. Typically a flat \$1250 (shipped or delivered to our lab) and includes the imaging preservation process. We go through everything, internet history, cloud access, files opened and changed, USB devices connected and how they were used, networks accessed... etc. We go over it with you, and provide exhibits of what is key to any findings (essentially reports for you or the client to review and determine if there's a deeper rabbit hole to pursue). It doesn't include an expert report, affidavits, or any kind of testimony. That's based hourly beyond the triage phase.



How long does a forensic preservation take?

There are many factors involved in gauging the amount of time needed to perform an preservation. The average 500gb hard drive will typically take 2 or 3 hours. The average Mobile phone will take 1 to 3 hours depending on the manufacturer, and the amount of content (if it has tens of thousands of text messages, it takes longer than only a few thousand).

How long does data loading, indexing, and deduplication take?

Again, there are a number of factors that influence the timing of processing, but typical cases can be loaded for review within 48 hours of final data collection.

(727) 726-8985

EXHIBIT “C”



Hosting Services Agreement

Buchanan Ingersoll & Rooney PC Property Income Investors Receivership

401 E. Jackson Street, Suite 2400
Tampa, FL 33602-5236



Miranda L. Soto
Email: miranda.soto@bipc.com
Phone: (305) 347-4086

Raquel A. Rodriguez
Email: raquel.rodriguez@bipc.com
Phone: (305) 347-5913

Jordan D. Maglich
Email: jordan.maglich@bipc.com
Phone: (813) 222-2098



K.Tek Systems, Inc.
2454 N. McMullen Booth Rd. Suite 700 · Clearwater, FL 33759 · (727) 726-1700

Thursday, June 24, 2021

This document is the property of and is proprietary to K.Tek Systems, Inc. It is not to be disclosed in whole or in part without the written consent of K.Tek Systems Inc., shall not be duplicated or used in whole or in part, for any purpose other than to evaluate K.Tek Systems, Inc.'s proposal, and shall be returned upon request.

1.0 Description of Services

Hosting Infrastructure:

The hosting infrastructure will include your site setup in a shared hosting environment. Access to your site will be provided through a CMS Admin, FTP account or cPanel access depending upon the hosted server.

Assumptions: Pricing is based on a one (1) year contract for service.

2.0 Services and Fees

Hosting

- o Business Web Site Hosting – Managed WordPress with Secure cPanel Account
- o DNS Cloud Hosting - propertyireceivership.com
- o 30GB of monthly data transfer for site
- o 3GB Total Disk Space for account site files and database

Features

- o Linux Server Hosting with cPanel on Managed WordPress Platform
- o 24/7 access to FTP with full access to the site root / cPanel Access
- o MySQL 5.7.x – PHP 7.3.x, 7.4.x
- o Daily/Monthly backups retained for full site and account restoration
- o Managed WordPress updates along with Theme & Plugin Updates
- o Security using iThemes Security Plugin & Site Black list monitoring with Sucuri Protect
- o Vulnerability Checking, Broken Link Monitoring, Database Maintenance
- o SSL server key included with hosting. VeriSign® & Network Solutions SSL Support for ecommerce available as an extra cost.

Network

- o Network Connection - 1 Gbps to 40Gbps ports available
- o Redundant Internet from Tier-1 providers Level 3, Century Link, Telia Carrier and Cogent
- o Redundant backup power and network infrastructure, N+1 high efficiency battery UPS
- o Controlled server environment with 420 Tons of N+2 CRAC cooling, Dry pipe dual-interlock pre-action overhead fire suppression and Inergen gas sub-floor fire systems
- o 24/7/365 network monitoring

Support / Development / Maintenance

- o Billed in 15 Minute increments
- o Billing rate \$150/an hour.

Fees

	Monthly Hosting Fee	
Secure Hosting with DNS - propertyireceivership.com		\$65.00/Month
	Setup Fee:	\$150.00

30-Day Delinquency of Hosting Fee results in immediate termination of Internet Service.

3.0 Acceptance Signature Document

An authorized signature below, by **Buchanan Ingersoll & Rooney PC**, indicates your acceptance of this proposal.

Buchanan Ingersoll & Rooney PC

By:

_____ Signature & Date _____

_____ Name

_____ Title

K.Tek Systems, Inc.

By:

_____ Signature & Date _____

_____ Name

_____ Title

Please retain this copy of the Web Site Hosting and/or Collocation Server Agreement for your future reference.

Please Fax or Email page three, the Acceptance Signature Document, signed to accept this proposal.

Fax - 727-726-1744
Phone - 727-726-1700

4.0 Terms of Agreement

These Terms of Agreement reflect K.Tek Systems most recent contract as of 4/2021. If you signed an agreement with K.Tek Systems prior to that time, the Terms and Conditions you are bound by are the ones printed on the actual agreement that you signed. If you would like to request a copy of your original agreement, please contact our office.

This Hosting Services Agreement ("Agreement") is executed by K.Tek Systems, Inc., (KTEK), and Buchanan Ingersoll & Rooney PC. ("Client") to record their following agreement regarding the engagement of KTEK by Client to render services to Client. KTEK and Client agree as follows:

1. **PAYMENTS & TERM:** The initial term of this Contract is for one year. Our services will begin when the Hosting agreement is signed off on and all setup fees, and/or initial hosting fees have been paid. This Contract will automatically renew for successive one (1) year terms unless terminated by either party's written notice at least thirty (30) days before the end of the then-current term. If terminated, this Contract ends on the last day of the then-current term.
2. **YOUR EARLY TERMINATION OF THIS CONTRACT:** YOU AGREE THAT THE CHARGES DUE UNDER THIS CONTRACT ARE BASED ON YOUR AGREEMENT TO RECEIVE AND TO PAY FOR THE SERVICES FOR ONE (1) FULL YEAR. ACCORDINGLY, YOU AGREE THAT: IF YOU TERMINATE THIS CONTRACT PRE-MATURLY YOU WILL BE RESPONSIBLE TO PAY THE FULL AMOUNT OF THE REMAINDER OF THE CONTRACT. THESE AMOUNTS ARE AGREED UPON DAMAGES AND ARE NOT A PENALTY.
3. **FAILURE TO PAY FOR SERVICES OR HONOR CONTRACT:** If you fail to make any payment when due or fail to honor any other term or condition of this Contract, we may stop providing services without notice.
4. **COST INCREASES:** In the event of any change in applicable law, regulation, rule, or order or any other change that materially increases the costs or other terms of delivery of products and services under this agreement, including but not limited to electrical rate increases, K.Tek Systems, Inc. and Customer agree to negotiate regarding the rates to be charged to Customer to reflect such increased cost. In the event that the parties are unable to reach agreement respecting new rates within thirty (30) days after K.Tek Systems' delivery of written notice requesting negotiation, then K.Tek Systems may pass such increased costs through to the Customer. The Customer may terminate the specific product or service in question with written notice, so long as such notice is given within ninety (60) days of the first invoice reflecting the pass through of such increased costs.
5. **ASSIGNMENT; SUCCESSORS:** Except as provided, this Agreement is not assignable by KTEK or Client without the advance written approval of the other party. Any assignment of rights by KTEK or Client without the advance written approval of the other party will be invalid and ineffective against the other party. Notwithstanding the foregoing, KTEK may subcontract and delegate some or all of its duties under this Agreement in its sole discretion. KTEK and Client may assign their respective rights and obligations under this Agreement without the other party's consent to any assignee or successor in interest of its business, whether pursuant to a merger, reorganization, or sale or exchange of all or substantially all the assets or outstanding stock of the party after giving the other party at least 20 days' advance notice of the assignment. This Agreement is binding on, and inures to the benefit of, the parties' respective authorized assignees and successors. Upon assignment of KTEK's or Client's rights and duties under this Agreement, (a) every reference in this Agreement to "KTEK" will include the assignee, if an assignment is made by KTEK, (b) every reference in this Agreement to "Client" will include the assignee, if an assignment is made by Client, and (c) if the assignee expressly assumes in writing or by operation of law all the liabilities of the assignor generally or under this Agreement specifically, the assignor will be released from all its obligations under this Agreement.
6. **CHOICE OF LAW:** The laws of the state of Florida shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.
7. **ARBITRATION:** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Pinellas County, Florida in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof. If no such resolution can be reached via arbitration, the laws of the State of Florida shall apply and any legal course of action shall take place in Pinellas County, Florida.

8. **ELECTRONIC MEDIA:** You agree that we may convert this Contract into an electronic media such as CD ROM. You also agree that, in the event of any dispute or litigation, a copy of this Contract produced from any such electronic media may serve as the exclusive original.
9. **ENTIRE AGREEMENT:** This Agreement and its exhibits and attachments constitutes the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior written or oral representations, and this Agreement may not be modified, amended or otherwise changed in any manner except by a written instrument executed by the either party within 60 days.
10. **MERCHANTABILITY; DISCLAIMER OF OTHER WARRANTIES; LIMITATION OF LIABILITY:** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN CONTAINED WITHIN THIS AGREEMENT. K.TEK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SERVICES, CLIENT SOFTWARE, K.TEK SOFTWARE, DEVELOPED MATERIALS, THIRD-PARTY SOFTWARE, PROJECT, OR OTHERWISE, AND K.TEK EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, CLIENT EXPRESSLY RELEASES K.TEK FROM ANY LIABILITY, WHETHER IN CONTRACT, TORT, BY STATUTE OR UNDER ANY OTHER THEORY OF RECOVERY, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR BUSINESS INTERRUPTION) LOST PROFITS OR LOSS OF USE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, THE DELIVERABLES OR THE PROJECT. IN K.TEK'S SOLE DISCRETION, CLIENT'S EXCLUSIVE REMEDY SHALL BE THE REPAIR AND REPLACEMENT OF ANY DEFECTIVE GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING THIS EXCLUSIVE REMEDY, CLIENT HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT EXCEPT FOR CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE, K.TEK'S ENTIRE LIABILITY TO CLIENT UNDER THIS AGREEMENT AND IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO K.TEK PURSUANT TO THE SPECIFIC SERVICE(S) IN WHICH IS THE SUBJECT OF ANY SUCH CLAIM OR DISPUTE, OR ANY DEFECTIVE PORTION THEREOF, WHICHEVER IS THE LESSER AMOUNT.
11. **NOTICES:** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served or if deposited in the United States mail. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as follows:

If to the Hosting Company: **K.Tek Systems, Inc.**
2454 N. McMullen Booth Rd. - Suite 700
Clearwater, FL 33763

If to the Client Company: **Buchanan Ingersoll & Rooney PC**
401 E. Jackson Street, Suite 2400
Tampa, FL 33602-5236

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

12. **MODIFICATION OR AMENDMENT:** No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
13. **UNENFORCEABILITY OF PROVISIONS:** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable under Florida state law, then the remainder of this Agreement shall nevertheless remain in full force and effect.

INVOICE

Invoice Number:
232924

Invoice Date:
6/24/21



k . t e k

ANNOUNCEMENT - Please note our new mailing address:
2454 N. McMullen Booth Road, Suite 700
Clearwater, FL 33759

Property Income Investors Receivership
 401 E. Jackson Street
 Suite 2400
 Tampa, FL 33602-5236

Customer ID: Property Receivershi

Current Invoice Balance	Payment Terms	Due Date
\$ 3,520.00	PAYMENT DUE OF CURRENT AND PAST DUE INVOICES	6/24/21

Quantity	Description	Unit Price	Amount
22.00	Web Site Design & Development - PROPERTYIIRECEIVERSHIP.COM	150.00	3,300.00
1.00	System/Server/Service Setup Fee - PROPERTYIIRECEIVERSHIP.COM	150.00	150.00
1.00	Internet Domain Name Registration 2 Years - PROPERTYIIRECEIVERSHIP.COM	70.00	70.00

Please make checks payable to: KTEK SYSTEMS, LLC

KTEK SYSTEMS, INC.
 2454 N. McMullen Booth Road
 Suite 700
 Clearwater, FL 33759

Phone: 727-726-1700
 Fax: 727-726-1744

Subtotal	3,520.00
Sales Tax	
Total Invoice Amount	3,520.00
Payment Received	
TOTAL	3,520.00

INVOICE

Invoice Number:
1013183
Invoice Date:
6/1/21



k . t e k

**ANNOUNCEMENT - Please note our new mailing address:
2454 N. McMullen Booth Road, Suite 700
Clearwater, FL 33759**

Property Income Investors Receivership
401 E. Jackson Street
Suite 2400
Tampa, FL 33602-5236

Customer ID: Property Receivershi

Current Invoice Balance	Payment Terms	Due Date
\$ 780.00	PAYMENT DUE OF CURRENT AND PAST DUE INVOICES	6/1/21

Quantity	Description	Unit Price	Amount
12.00	Business Web Site(s)/LINUX cPANEL-SECURE - PROPERTYIIRECEIVERSHIP.COM	60.00	720.00
12.00	Managed DNS Services - PROPERTYIIRECEIVERSHIP.COM	5.00	60.00
1.00	PAYMENT DUE UPON RECEIPT - THANK YOU		

**Please make checks payable to: KTEK
SYSTEMS, LLC**

KTEK SYSTEMS, INC.
2454 N. McMullen Booth Road
Suite 700
Clearwater, FL 33759

Phone: 727-726-1700
Fax: 727-726-1744

Subtotal	780.00
Sales Tax	
Total Invoice Amount	780.00
Payment Received	
TOTAL	780.00



www.ktek.com
2454 N. McMullen Booth Rd.
Suite 700
Clearwater, FL 33759

phone: 727-726-1700
fax: 727-726-1744

The Fusion of Business and Technology

Internet **Solution** For **Buchanan Ingersoll & Rooney PC** Property Income Investors Receivership

401 E. Jackson Street, Suite 2400
Tampa, FL 33602-5236

Miranda L. Soto
Email: miranda.soto@bipc.com
Phone: (305) 347-4086

Raquel A. Rodriguez
Email: raquel.rodriguez@bipc.com
Phone: (305) 347-5913

Jordan D. Maglich
Email: jordan.maglich@bipc.com
Phone: (813) 222-209

Provided By

K.Tek Systems, Inc.

2454 N. McMullen Booth Rd.
Suite 700
Clearwater, FL 33759



This document is the property of and is proprietary to K.Tek Systems, Inc. It is not to be disclosed in whole or in part without the written consent of K.Tek Systems Inc., shall not be duplicated or used in whole or in part, for any purpose other than to evaluate K.Tek Systems, Inc.'s proposal, and shall be returned upon request.



www.ktek.com
2454 N. McMullen Booth Rd.
Suite 700
Clearwater, FL 33759

phone: 727-726-1700
fax: 727-726-1744

The Fusion of Business and Technology

Table of Contents

The following are incorporated in and made part of this *Proposal for Services*:

Contents

Table of Contents	2
Proposal for Services	3
Value Proposition	3
Description of Services	4
K.Tek’s Objectives	4
Business Analysis and Discovery.....	4
System Design and Documentation	4
Web Site/Application Requirements and Specifications	5
<i>Technical Requirements:</i>	5
<i>Web Site Design (Front-end)</i>	5
Proposed Solutions and Features	6
Web Site Page Details	7
Investment	8
Project Implementation Schedule	9
Payment Schedule	9
Acceptance Signature Document	10
Revisions and Design Changes	11
Terms and Conditions	12
K.Tek’s Responsibilities	12
Service Change Order Procedure	12
Project Assumptions.....	12



www.ktek.com
 2454 N. McMullen Booth Rd.
 Suite 700
 Clearwater, FL 33759

phone: 727-726-1700
 fax: 727-726-1744

The Fusion of Business and Technology

Proposal for Services

This *Proposal for Services* defines the tasks to be performed by K.Tek Systems, Inc. and Buchanan Ingersoll & Rooney PC. In addition, the specific responsibilities of both K.Tek Systems, Inc. and Buchanan Ingersoll & Rooney PC are included. Throughout this proposal, references to Customer, unless otherwise specified, shall refer to Buchanan Ingersoll & Rooney PC and those individuals working for Buchanan Ingersoll & Rooney PC who are involved directly with the project. Hereafter, K.Tek Systems, Inc. will be referred to as "K.Tek."

Completion and submittal of the enclosed signature page along with a valid purchase order and payment on contract indicates agreement and acceptance of project scope, terms and conditions. After acceptance of terms in this *Proposal for Services*, changes to the conditions set forth in this document will be processed in accordance with the procedure described in Terms and Conditions.

Value Proposition

At K.Tek Systems Inc., we are web technology business consultants whose individualized solutions provide the best return on your technology investment. Our custom solutions can be developed to increase productivity, profitability or streamline and automate processes across vertical markets. K.Tek Systems enters into a partnership with our clients – we dedicate time to understanding their specific business needs up front and then provide fixed-bid pricing for solutions to avoid unanticipated costs for clientele.

Value Proposition for **Buchanan Ingersoll & Rooney PC**

1. The website will be designed using rich graphical elements backed by a state-of-the-art database driven core which allows for easy future expansion and updating.
2. The new web site will be dynamic and graphically vibrant leading to greater internet traffic.
3. The site will be designed to immediately engage prospective customers and to create strong interest in your particular services and the products you offer. The idea is to keep the visitor interested & educated by providing relevant, up to date information, graphics, photos in a compelling format so that ultimately, we get them to inquire about your products and services.
4. Interested parties will be encouraged to inquire by filling out online inquiry forms, calling phone numbers or emailing specific individuals.
5. The site will be a stand out in its industry, surpassing your competitors and yet will still retain an elegant, intuitive method of navigation, making it easy for visitors to find the information they need.
6. The website will come with an easy to use custom Content Management System so that you can easily self-maintain, manage and update your own website whenever the need arises.



www.ktek.com
 2454 N. McMullen Booth Rd.
 Suite 700
 Clearwater, FL 33759

phone: 727-726-1700
 fax: 727-726-1744

The Fusion of Business and Technology

Description of Services

K.Tek's Objectives

During this engagement, K.Tek will lead the allocated staff and resources of Buchanan Ingersoll & Rooney PC through K.Tek's methodology of design, project management, development, and implementation. The following objectives, milestones and deliverables will be met as a part of this engagement:

- Global Objectives:
 To create a site that is professional, user friendly, secure and easy to update. K.Tek is charged with designing the best solution for our client that will yield the best Return on Investment, Build Efficiencies within their business and current operations, Build Consistencies and thereby Increase Customer Service/Self-Service and to overall ADD VALUE AND YIELD PROFITABILITY FOR OUR CLIENTS
- Client Project Specific Objectives:
 Deliverables and Expectations:
 - **Buchanan Ingersoll & Rooney PC** to provide *K.Tek* with all logos and marketing identities.
 - **Buchanan Ingersoll & Rooney PC** to provide *K.Tek* with all content/copy/images to be placed on the static pages that they will be providing. Due within 1 week upon the onset of production. If desired, *K.Tek* will use royalty free photos for stock images on the site.
 - **The cost of any and all stock images approved by Client and purchased by Developer for use on Client's website will be billed to Client as an addition to the base price contemplated by this agreement.**

Business Analysis and Discovery

K.Tek will spend an allotted amount of time learning the current workflow, business goals, and web site and web application objectives.

System Design and Documentation

K.Tek will recommend and communicate a system design to Buchanan Ingersoll & Rooney PC that meets all of the defined objectives as well as K.Tek's standard Web development objectives: Design Elements, Content, Easy Navigation, Interactivity, Load Time, and Technology Functionality. The normal components of a system design are as follows:

- Front-end Design/User Interface
- Back-end Design/Data Integration
- Site Navigation
- Security
- System Administration (Content Management System)



www.ktek.com
2454 N. McMullen Booth Rd.
Suite 700
Clearwater, FL 33759

phone: 727-726-1700
fax: 727-726-1744

The Fusion of Business and Technology

Web Site/Application Requirements and Specifications

Technical Requirements:

Microsoft Hosted Server:

Microsoft Windows 2012R2/2016/2019
Microsoft SQL 2014/2016

Linux Hosted Server:

Apache: 2.4.x
PHP: 7.4.x
MySQL: 5.7.x
WordPress: 5.7.x

The system will be compliant with the following browsers:

Microsoft Edge 44 and higher
Firefox 89 and higher
Safari 11.0 and higher
Chrome 91 and higher

Web Site Design (Front-end)

For this project we are proposing to develop a custom design, which will include:

Interface Design and Branding

- Color Palette Creation
- Branding element design
- Home page
 - o Viewing paths
 - o Visual elements
 - o Identity inclusion (logo)
- Navigation
 - o Site wide
- Interior page
 - o Interior layout specifics
 - o Navigation modified as necessary
- Create page versions
 - o Homepage design and layout setup
 - o Interior delivered as re-usable template for page development



www.ktek.com
2454 N. McMullen Booth Rd.
Suite 700
Clearwater, FL 33759

phone: 727-726-1700
fax: 727-726-1744

The Fusion of Business and Technology

Proposed Solutions and Features

WordPress Solution

Included in a WordPress Solution is the installation and setup of WordPress, installing and customizing a theme, and installing and configuring plug-ins that work with WordPress. Part of the setup service of WordPress will include SEO and security plug-ins that will help promote the site, and keep it safe. Included with setup are the following:

Responsive Theme & New Site Design

Responsive web design provides an optimal viewing experience—easy reading and navigation with a minimum of resizing, panning, and scrolling—across a wide range of devices from **desktop** computer monitors to **mobile** phones. Responsive web design adapts the layout to the viewing environment by using fluid, proportion-based grids, flexible images, and CSS3 media queries.

- The new site will be compatible with the new Google algorithm that was released this year.
- The site will be tested in all major browsers desktop and mobile.
- Testing is included for load time on all primary pages of the site.

Professional Page Development

Creation of each individual page; Styling for fonts; embedding images; Layout for each page; Graphic Design work for each page. From the final design and layout that is approved, the look and feel of that will be carried on throughout the site. The site will support multiple languages for pages that need that conversion.

SEO Friendly

Built to modern web standards which allow Search Engines to index your site correctly.

Interactive Contact Forms

Electronic email web forms: to allow clients another method to contact you.



www.ktek.com
 2454 N. McMullen Booth Rd.
 Suite 700
 Clearwater, FL 33759

phone: 727-726-1700
 fax: 727-726-1744

The Fusion of Business and Technology

Web Site Page Details

K.Tek Systems will develop the following pages:

Site Pages	Comments
<p>PROPERTYII RECEIVERSHIP.COM</p>	<p>HOME PAGE (1) -Home page will feature an introduction to the receivership as well as a summary of the case. A section of the home page will feature a list of the latest Announcements, Court Documents and Receivership Reports listed on the site.</p> <p>COURT DOCUMENTS (1) -This page will list all the court documents submitted to the site for users to view and download the related PDF files.</p> <p>RECEIVER REPORTS (1) - This page will list all the Receiver Reports submitted to the site for users to view and download the related PDF files.</p> <p>REGISTRATION (1) -This page will contain a registration form for users to submit their information to be part of the receivership. Each form submission will be sent by email, and a copy of the form data is backed up as part of the site, and can be downloaded at any time. The registration form can be connected to the MailChimp email service to automatically add users to an email list that the firm can use to send email notifications to the users that have registered. A custom Thank You page is also created after a user submits the form</p> <p>CLAIMS PROCESS (1) - This page will list all the Announcements submitted to the site for users to view and download the related PDF files.</p> <p>ANNOUNCEMENTS (1) - This page will list all the Announcements submitted to the site for users to view and download the related PDF files.</p> <p>ASSETS FOR SALE (1) -This page is created to show any Assets for Sale that the receivership has. As part of the initial development of the site, a coming soon page will be included along with an Asset Details page to be used once items are added</p> <p>CONTACT (1) - Contact Info for the receivership, along with a contact form. The form gets emailed to the firm, and the data submitted on the form gets backed up to the site.</p>
<p>Total Pages – 8 Pages</p>	



www.ktek.com
 2454 N. McMullen Booth Rd.
 Suite 700
 Clearwater, FL 33759

phone: 727-726-1700
 fax: 727-726-1744

The Fusion of Business and Technology

Investment

Description		Comments
WordPress Solution	Included	PROPERTYIIRECEIVERSHIP.COM Included in the WordPress installation: <ul style="list-style-type: none"> • WordPress Install • Theme installation and setup/customization of theme • Plug-ins setup and configuration • Security setup and configuration • Google services setup for form security
WordPress Page Setup	Included	Includes the setup, layout and content sent to be as part of the site on these pages. Up to 10 Posts included in setup for Court Documents, Announcements or Receiver Reports. Total: Pages 8
MailChimp: Email List Services	Included	<ul style="list-style-type: none"> • Includes setup of the registration form on the site to submit registration data to a list that is setup as part of the MailChimp service • MailChimp list setup for site included on MailChimp • Creation of one basic email layout for emails included
Training	Included	<ul style="list-style-type: none"> • Up to 1 hours included



www.ktek.com
 2454 N. McMullen Booth Rd.
 Suite 700
 Clearwater, FL 33759

phone: 727-726-1700
 fax: 727-726-1744

The Fusion of Business and Technology

Project Implementation Schedule

- Schedules will be determined in agreement by K.Tek’s designated Project Manager and Customer’s Project Coordinator.
- Your project is projected to take **10-20** business days for completion.
- Upon completion of the Project Implementation Schedule, K.Tek will allocate time and resources and dedicate an appropriate portion of its production schedule to successfully complete the above designated project. As a result, all payments, materials and requirements are due as per K.Tek’s Implementation Schedule. Failure by the client to provide K.Tek with the necessary documents, feedback, design decisions or any other project related material to complete this project in accordance with the implementation schedule will not alleviate the clients responsibility the meet the agreed upon payment schedule as set forth in this document.
- Changes to the project scope in additions or defined changes requested are billed separately at an hourly rate.

Payment Schedule

Due upon acceptance of the project proposal and scope.	\$3,300.00
--	-------------------

Upon completion of the work above and full payment, **Buchanan Ingersoll & Rooney PC**, will receive a full working copy and the full ownership of the custom web site being developed for **Buchanan Ingersoll & Rooney PC**



www.ktek.com
2454 N. McMullen Booth Rd.
Suite 700
Clearwater, FL 33759

phone: 727-726-1700
fax: 727-726-1744

The Fusion of Business and Technology

Acceptance Signature Document

An authorized signature below, by *Buchanan Ingersoll & Rooney PC*, indicates your acceptance of this proposal.

Buchanan Ingersoll & Rooney PC

By:

_____ Signature Date _____

_____ Name

_____ Title

K.Tek Systems, Inc.

By:

_____ Signature Date _____

_____ Name

_____ Title



www.ktek.com
2454 N. McMullen Booth Rd.
Suite 700
Clearwater, FL 33759

phone: 727-726-1700
fax: 727-726-1744

The Fusion of Business and Technology

Revisions and Design Changes

“Revision” is defined herein as a batch of all requested changes to the design to be effected by **K.Tek** during the website design process. Client may submit two (2) website revision batches included in the standard website package price. Thereafter, all revisions will be billed at Developer’s hourly rate. Client agrees to execute due diligence in attempting to collect all requested website changes into a revision before submitting to Developer. Client agrees that the final version of this custom package is the resultant website following Developer’s completion of up to 2 revisions, except as requested by Client to be billed at Developer’s hourly rate. Any subsequent website changes constitute a Change Order and are subject to the terms of this agreement. **K.Tek** prides itself in providing excellent customer service. That is the spirit of this agreement and the spirit of **K.Tek’s** business. To that end, we encourage input from Client during the design process.

K.Tek understands, however, that Client may request significant design changes to pages that have already been built to Client's specification. To that end, please note that this agreement does not include a provision for significant page modification or creation of additional pages in excess of our agreed page maximum except as requested by Client and billed to Client at Developer’s hourly rate. Client agrees that if significant page modification is requested after a page has been built to Client's specification it is considered an additional page. Some examples of significant page modification at the request of Client include:

- Developing a new table or layer structure to accommodate a substantial redesign at Client's request.
- Recreating or significantly modifying the company logo graphic at Client's request.
- Replacing more than 75% of the text to any given page at Client's request.
- Creating a new navigation structure at Client’s request.
- Significantly reconfiguring Client's shopping cart with new product, shipping or discount calculation if an e-commerce enabled site has been selected by Client.

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved in the design of each page are encouraged to negotiate an agreement in advance which exceeds the standard design fees.



www.ktek.com
 2454 N. McMullen Booth Rd.
 Suite 700
 Clearwater, FL 33759

phone: 727-726-1700
 fax: 727-726-1744

The Fusion of Business and Technology

Terms and Conditions

Customer Responsibilities

In order to ensure a successful completion of this project, **Buchanan Ingersoll & Rooney PC** agrees to meet the following responsibilities. Failure to meet these responsibilities may result in change orders to this *Proposal for Services*. These change orders could result in additional charges to **Buchanan Ingersoll & Rooney PC** or changes to the project deliverables.

The Customer;

- Accepts all responsibility for securing software licenses for applications not provided by K.Tek as a part of the order associated with this service.
- Is to allocate in-house resources to provide project input from part time project team members.
- Is to provide reasonable access and documentation on systems that must be integrated with the Web development project.
- Is to provide significant input and commitment to the Project Definition and Expected Product.
- Is to provide input and review of the Project Control Documents including the Proposal for Services and other project documentation, in a timely manner.
- Is to deliver all content in electronic format to be included in your site, in a timely manner.
- Is to deliver all of the PDF files for the products to be used on the site.
- Is to provide timely feedback on work in process on an ongoing basis as well as on the scheduled review dates.
- Is to sign the Software Approval Form at the mutually satisfactory conclusion of this project.
- Is to make required payments to K.Tek Systems, Inc. as per the agreed payment plan.

K.Tek's Responsibilities

The following list identifies the responsibilities that K.Tek will perform in addition to project deliverables:

- Identify and schedule skilled, professional K.Tek resources that will perform the deliverables listed, and train Buchanan Ingersoll & Rooney PC personnel with respect to use and maintenance of the web site.
- Responsibilities as indicated in section titled "Description of Services"

Service Change Order Procedure

- A Service Change Order (SCO) will be the method for communicating any changes to the project. The SCO will describe the change(s); the reason for the change, the charges for the change and the effect the change will have on the project timelines. Authorized representatives of **Buchanan Ingersoll & Rooney PC** and K.Tek must sign a completed SCO before implementation.

Project Assumptions

- All pricing in this proposal is based on this *Proposal for Services*. Any work beyond the *Proposal for Services* may require additional costs in labor and materials.
- All pricing in this proposal is based on all work being completed as a continuous effort. Disruptions of this continuous effort beyond the control of K.Tek may require additional costs in labor and materials.
- K.Tek assumes that normal hours of operation will be Monday - Friday, 8:30 AM to 5:30 PM.
- **Buchanan Ingersoll & Rooney PC** agrees not to attempt to hire any K.Tek personnel utilized for delivery of this contract. Should **Buchanan Ingersoll & Rooney PC** desire to hire any personnel utilized for the delivery of this project, **Buchanan Ingersoll & Rooney PC** agrees to pay K.Tek three (3) times that employee's annual salary. Should any individual utilized in the delivery of this project terminate their employment with K.Tek, **Buchanan Ingersoll & Rooney PC** cannot employ or recruit that individual's services until 12 months after the resignation from K.Tek.

Authorization and Release Information

- Upon acceptance of this document, Customer hereby consents to any use made or to be made by K.Tek, its advertising agency, and producers or publishers of its promotional material, any text or other material, prepared or created by K.Tek or any of such other parties at its own expense, which text or other material depicts, quotes or otherwise is attributed to Customer with respect to the use or ownership by Customer of any product or service manufactured, sold, provided or otherwise distributed by K.Tek and allows for the use of any testimonial given by the Customer in regards to K.Tek during the normal course of business. These statements may be used in printed publications, multimedia presentations, on websites or in any other distribution media. Customer also hereby releases K.Tek and such other parties from any obligation to make any payment hereunder or from any other liability incurred in connection with the use of any such text or other material in the manner provided above.

EXHIBIT “D”

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

CASE NO.: 21-61176-CIV-SINGHAL

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

PROPERTY INCOME INVESTORS, LLC
EQUINOX HOLDINGS, INC.
PROPERTY INCOME INVESTORS 26, LLC
PROPERTY INCOME INVESTORS 304, LLC,
PROPERTY INCOME INVESTORS 201, LLC,
PROPERTY INCOME INVESTORS 3504, LLC,
PROPERTY INCOME INVESTORS 1361, LLC,
PROPERTY INCOME INVESTORS 4020, LLC,
PROPERTY INCOME INVESTORS 9007, LLC,
PROPERTY INCOME INVESTORS 417, LLC,
PROPERTY INCOME INVESTORS 4450, LLC,
PROPERTY INCOME INVESTORS 3050, LLC,
LARRY B. BRODMAN and ANTHONY
NICOLOSI (f/k/a ANTHONY PELUSO),

Defendants.

**ORDER GRANTING RECEIVER'S UNOPPOSED MOTION FOR
AUTHORIZATION TO RETAIN LEGAL, FORENSIC ACCOUNTING,
INFORMATION TECHNOLOGY, TAX, AND WEBSITE PROFESSIONALS**

THIS CAUSE came before the Court on the Receiver's (the "**Receiver**") Unopposed Motion For Authorization To Retain Legal, Forensic Accounting, Information Technology, Tax, and Website Professionals (Doc. ___) (the "**Motion**"). The Court having considered the Motion, reviewed the file, and finding that cause exists to grant the Motion, it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED**.

2. The Receiver is authorized to engage Buchanan Ingersoll & Rooney, P.C. *nunc pro tunc* to June 15, 2021, E-Hounds, Inc., Kaufman & Company, P.A., and K Tek Systems, Inc., as set forth in the Motion to assist the Receiver in fulfilling her duties under the Order Appointing Receiver (Doc. 10).

DONE and ORDERED this ____ day of _____, 2021 in Fort Lauderdale, Florida.

UNITED STATES DISTRICT COURT JUDGE

**Copies to:
All counsel of record**