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 4020, LLC, PROPERTY INCOME INVESTORS 417, 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 TO APPROVE PRIVATE SALE OF REAL PROPERTY LOCATED AT 4450 CORAL SPRINGS DRIVE, CORAL SPRINGS, FL 33065

Miranda L. Soto, Esq., as Receiver and through the undersigned counsel, files this Unopposed Motion seeking Court approval for the proposed sale of the real property owned by Receivership Entity, Property Income Investors 4450, LLC ("**PII 4450**"), and located at 4450 Coral Springs Drive, Coral Springs, FL 33065 (the "**Property**"). As further detailed below, the Receiver has entered into the Purchase and Sale Agreement (the "**Purchase and Sale Agreement**"), attached hereto as **Exhibit 1**, to sell the Property on a strictly "as is" basis for \$550,000.00 to Pierre E. Batravil (the "**Purchaser**"). The Receiver seeks entry of an Order in substantially the form as **Exhibit 2** attached hereto approving the proposed sale and the associated sale procedures required pursuant to 28 U.S.C. § 2001, and submits that the proposed sale is commercially reasonable and will result in a fair and equitable recovery for the Receivership Estate. After subtracting amounts for satisfaction of a Tax Certificate that was issued because the 2020 property taxes were not timely paid and payment of standard closing costs and the current pro-rated 2021 property taxes, the Receiver anticipates that the proposed sale will generate gross proceeds of approximately \$500,000.00 for the Receivership Estate. The proposed sale price is also nearly 40% higher than the price previously paid by PII 4450 in late 2018. In support of the foregoing, Receiver states as follows:

I. <u>RELEVANT BACKGROUND</u>

On June 7, 2021, Plaintiff, Securities and Exchange Commission ("Plaintiff") filed its Complaint (Doc. 1) in the United States District Court for the Southern District of Florida against Defendants Larry Brodman, Anthony Nicolosi f/k/a Anthony Peluso, and the Receivership Entities. On June 15, 2021, the Court entered an Order appointing Miranda L. Soto as Receiver over the Receivership Entities (the "Order Appointing Receiver") (Doc. 10). Pursuant to the Order Appointing Receiver, the Receiver was directed to "take immediate possession of all real property of the Receivership Entities," and to "take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate..." *Id.* **P** 16, 32. The Order Appointing Receiver also authorized the Receiver to make "payments and disbursements and incurring expense as may be necessary or advisable in the ordinary course of business in discharging Receiver's duties." *Id.* **P** 7(d). The Receiver subsequently identified seven multifamily residential properties in South Florida that were collectively owned by certain of the Receivership Entities (the "**Receivership Properties**"). The Receiver and her counsel immediately took steps to secure and evaluate each of the Receivership Properties, including communicating with current tenants about their continuing obligation to comply with their lease requirements, ensuring the existence of insurance coverage, and identifying any existing liens or encumbrances on the Receivership Properties. After obtaining Court approval to retain a property management company to oversee and maintain the Receivership Properties, the Receiver solicited proposals from real estate brokers to assist her with the marketing and liquidation of the Receivership Properties. *See* Doc. 18. The Receiver subsequently received proposals from and interviewed four real estate brokers, ultimately selecting Daniel Otten with Local Real Estate Co. (the "**Listing Agent**") based on the proposed marketing strategy and discounted commission structure. The Receivership Properties were listed for sale in September 2021.

A. <u>Procedures Applicable to the Sale of Real Property</u>

On September 13, 2021, the Receiver filed her Liquidation Plan setting forth her proposed plan to liquidate and distribute assets recovered for the Receivership Estate (Doc. 24). With respect to real property assets, the Liquidation Plan referenced Paragraphs 32 and 33 of the Order Appointing Receiver authorizing the Receiver to engage the services of a real estate broker and to list any real property asset for sale in the manner the Receiver deems most beneficial to the Receivership Estate. *Id.* at pp. 4-8. The Liquidation Plan indicated that the Receiver will use industry-standard and commercially reasonable efforts to market any potential property and subsequently seek the Court's approval of any offer the Receiver determines to accept pursuant to 28 U.S.C. § 2001.

Specifically, 28 U.S.C. § 2001(b) ("Section 2001(b)") establishes the following

procedures for a private sale of real property:

After a hearing, of which notice to all interested parties shall be given by publication or otherwise as the court directs, the court may order the sale of such realty or interest or any part thereof at private sale for cash or other consideration and upon such terms and conditions as the court approves, if it finds that the best interests of the estate will be conserved thereby. Before confirmation of any private sale, the court shall appoint three disinterested persons to appraise such property or different groups of three appraisers each to appraise properties of different classes or situated in different localities. No private sale shall be confirmed at a price less than twothirds of the appraised value. Before confirmation of any private sale, the terms thereof shall be published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation. The private sale shall not be confirmed if a bona fide offer is made, under conditions prescribed by the court, which guarantees at least a 10 per centum increase over the price offered in the private sale. 28 U.S.C. § 2001(b).

As discussed further below, courts routinely exercise their inherent discretion to administer and determine the appropriate relief in an equity receivership by finding that a Receiver has sufficiently complied with, or authorizing a Receiver to deviate from, the requirements of Section 2001(b). This includes finding that a receiver has satisfied Section 2001(b)'s appraisal requirement by obtaining three broker price opinions from licensed real estate professionals given that the property to be sold was involved in a competitive bidding process on the open market and where the Receiver has been represented by a Listing Agent.

B. <u>The Property, the Receiver's Marketing Efforts, and the Proposed Sale</u>

The Property was purchased by PII 4450 in December 2018 for \$405,000.00, using funds raised from investors. The Property is a one-story multi-family residential property consisting of two units, with both units currently leased out to tenants. After being engaged by the Receiver, Mr. Otten and his team visited the Property, prepared a pricing and listing analysis and created necessary marketing materials. The Receiver then approved the listing of the Property for \$550,000.00, and the listing was advertised through multiple platforms. The marketing materials were also published on the Receiver's public website at <u>www.propertyiireceivership.com/assets-for-sale</u> for all potential buyers and investors to freely review. In addition to listing the Property on several commercial real estate listing websites, Mr. Otten and his team also circulated the listing to an internal network of additional potential buyers.

The Property has now been listed on the market for nearly two months, and the Receiver ultimately received and reviewed five (5) offers for the Property ranging from \$530,000.00 to \$550,000.00. The majority of the offers were below the listing price. The Receiver ultimately accepted Purchaser's offer of \$550,000.00, which was the highest offer received to date. After arms-length negotiations over purchasing, inspection, and other material terms, the Receiver and Purchaser both executed the Purchase and Sale Agreement on October 15, 2021, and Purchaser subsequently timely deposited \$50,000.00 as earnest money with a designated escrow agent. The Purchase and Sale Agreement contained both an inspection and financing contingency, both of which have since expired, and further provides that the sale of the Property is contingent upon Court approval and the satisfaction of the requirements set forth in 28 U.S.C. § 2001. *See* Exhibit 1. Purchaser has advised the Receiver that it has satisfied the financing contingency and is ready to close.

Given the higher cost of an appraisal as well as the Receiver's understanding that there was widespread experience in the industry with delays in obtaining appraisals of properties in South Florida due to strong recent real estate market activity, the Receiver obtained three broker price opinions from three disinterested licensed real estate professionals (collectively, the "Valuations"), which are attached hereto as Composite Exhibit 3. A Broker Price Opinion

("**BPO**") is a written analysis prepared by a licensed real estate professional who provides an estimated market price for a specific piece of real property based upon, among other things, a site inspection and a comparison to similar completed and current property listings. While a BPO typically costs between \$100 and \$200, an appraisal (which includes scheduling an interior inspection) can cost between \$750 and \$1,500 for a residential multifamily property.

Where a property has been listed on the open market with the assistance of a listing agent and a sales price is obtained after a competitive bidding process, courts regularly approve a receiver's use of BPO's to comply with Section 2001(b). *See, e.g., SEC v. Equialt LLC, et al.*, Case No. 8:20-cv-00325, Doc. 189 (M.D. Fla. 2020) (approving sale of real estate based on three BPO's); *CFTC v. Oasis International Group, Limited, et al.*, Case No. 8:19-cv-886, Doc. 330 (M.D. Fla. 2020) (same); *Stooksbury v. Ross*, 2014 WL 11638563, at *2 (E.D. Tenn. 2014) (approving request to waive appraisal requirement given Court's discretion to determine appropriate relief in receivership and fact that property was for sale on open market and exceeded property assessor's appraised value.) Here, the Property was listed by the Receiver's Listing Agent through multiple platforms in a competitive and widely publicized bidding process that generated multiple competing offers over the course of the nearly two months since the Property was listed for sale. Accordingly, the Receiver elected to obtain BPO's to satisfy Section 2001(b) which generated significant cost savings for the Receivership Estate.¹

The three Valuations estimated that a reasonable market value for the Property would be \$525,000.00, \$530,000.00, and \$575,000.00, respectively. The Receiver submits that the

¹ As the Receiver currently has seven properties she is in the process of selling, obtaining three appraisals for each of the properties could require her to spend <u>up to 30,000</u> in Receivership funds and also delay the process to obtain court approval of the sales. An appraisal could also potentially lead to lower valuations of the Property if there are any identified issues during the corresponding interior inspection.

proposed sales price of \$550,000.00 is fair and reasonable as it (i) exceeds two of the three Valuations and is also higher than the \$543,333.22 average of the three Valuations, (ii) is the highest of five offers received for the Property, the majority of which were under the \$550,000.00 listing price, and (iii) significantly exceeds the Broward County Property Appraiser's 2021 price assessment of \$391,630.00. Pursuant to Section 2001(b), which requires that a sale be at least two-thirds of the average of the Valuations, the sale price of \$550,000.00 is substantially greater than \$364,033.33, which is two-thirds of the average of the Valuations.² The sales price is also nearly 40% higher than the price previously paid by PII 4450.

C. Encumbrances on the Property to be Resolved at Closing

The Receiver's investigation revealed that PII 4450 failed to timely pay the assessed 2020 property taxes, which resulted in the issuance of Tax Certificate #539 (the "**Tax Certificate**") in the amount of \$10,352.76 on May 25, 2021.³ The Receiver intends to redeem the Tax Certificate at closing. Additionally, as a result of the assignment of the current leases to the Purchaser, the Receiver will need to transfer at closing any tenant security deposits that were previously deposited with the Receivership Entities. Given the Receiver's understanding that tenant security deposits were not properly segregated or maintained, the Receiver anticipates that a credit will be made to the Purchaser at closing to account for the current security deposits. With the exception of the Tax Certificate and security deposit issue, the Receiver is not aware of any other liens or encumbrances on the Property. In the event that any administrative liens or other

 $^{^{2}}$ \$525,000.00 (BPO 1) + \$530,000.00 (BPO 2) + \$575,000.00 (BPO 3) = \$1,630,000.00. The average of those Valuations is \$543,333.33. 67% of that amount is \$364,033.33.

³ A Tax Certificate is an interest-bearing first lien representing unpaid delinquent real estate property taxes which are sold through a public auction to the buyer offering the lowest rate of interest.

encumbrances are discovered during a title search, to the fullest extent possible, they will be resolved efficiently and routinely at closing.⁴

D. <u>Proposed Publication and Overbid Procedures</u>

Section 2001(b) provides that the terms of a Receiver's proposed private sale of real property "shall be published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation." The Receiver proposes that, for one day at least ten (10) days prior to confirmation of any sale, she publish the terms of the sale of the Property in the *Sun-Sentinel*, which is regularly issued and of general circulation in the district where the Property is located (the "**Newspaper**"). A copy of the proposed notice (the "**Notice**") is attached hereto as **Exhibit 4**. The Receiver will also publish this Motion (including the Notice) as well as any Order entered on the Motion by the Court on her website – <u>www.propertyiireceivership.com</u> – within two (2) business days of the Court's entry of any Order on this Motion.

Section 2001(b) also provides that a proposed private sale of real property cannot be confirmed if a higher "bona fide" offer is subsequently made "under conditions prescribed from the Court." The Receiver respectfully proposes that the following overbid procedures govern any third party's submission of a formal bona fide offer to purchase the Property after publication and notice and during the ten-day statutory window:

• Any party wishing to submit an overbid in excess of the current purchase price (an "Overbidder") must provide Receiver's Listing Agent with a qualified, written bona fide <u>CASH</u> offer on or before the 10th day following publication of the Notice in the Newspaper (the "Overbid Deadline") consisting of an offer equal to or greater than six hundred five thousand dollars and 00/100 cents (\$605,000.00) (the "Written Overbid") (reflecting at least a ten percent (10%) increase over the purchase price set forth in the Purchase and Sale Agreement);

⁴ The Receiver may also be entitled to a partial refund when the current property and casualty insurance policy is renewed on December 7, 2021.

- Any Overbidder must then provide the Receiver's Listing Agent with an earnest money deposit consisting of 3% of the proposed purchase price (the "**Deposit**") to be delivered to the Listing Agent via certified check or wire transfer within 48 hours of the Written Overbid being submitted, with the Deposit applied to and credited towards the final purchase price if Overbidder is selected by the Receiver as the ultimate purchasing party. In the event Overbidder is not selected by the Receiver as the ultimate purchasing party, the Deposit shall be fully refundable;
- Any Overbidder must timely provide any and all financial and banking information required by the Receiver to demonstrate, in the Receiver's sole opinion and judgment, the prospective Overbidder's ability to complete and close a <u>cash purchase</u> of the Property, including but not limited to a Bank Comfort Letter and/or "Proof of Funds" confirmation;
- Any Overbidder submitting a bona fide offer to purchase the Property to the Receiver shall also be deemed to have (i) completed and/or have waived all inspections of the Property, (ii) waived and/or removed all contingencies in favor of the buyer under any Purchase and Sale Agreement including without limitation, any contingencies pertaining to inspection of title, and (iii) agreed to timely execute a Purchase and Sale Agreement in substantially the same form, and with all of the same governing terms and conditions, as exist in the current Purchase and Sale Agreement attached as Exhibit 1;
- In the event there is an Overbidder (or multiple Overbidders) who submits a timely bona fide offer (or offers) on or before the Overbid Deadline, the Receiver shall negotiate in good faith and confidentially with any Overbidder(s) as well as the original Purchaser. In the Receiver's sole discretion and business judgment, communicated strictly through her Listing Agent, this may result in the Receiver's request for all relevant parties to submit a confidential "best and final" offer and purchase terms. Upon the receipt of all timely best and final offers, and in the Receiver's sole discretion and through her exercise of business judgment, the Receiver shall choose a final purchaser that she deems to have provided the offer that is in the best interests of the Receivership Estate, submit notice to the Court, and proceed with closing the sale of the Property to the final purchaser without the need for any further order from this Court⁵; and
- In the event that the Receiver is not provided with any timely bona fide offer(s) on or before the Overbid Deadline, the Receiver will notify the Court and proceed with closing the sale of the Property to Purchaser as set forth in the Purchase and Sale Agreement without the need for any further order from this Court.

⁵ In the event the final purchaser is not Purchaser, the Receiver will return Purchaser's earnest money deposit.

The Receiver believes these proposed procedures both comply with Section 2001(b) and also provide for an efficient roadmap to complete the sale of the Property.

III. <u>ARGUMENT</u>

A. <u>Legal Standard</u>

Federal courts have broad powers and wide discretion to determine relief in an equity receivership, including the authority to authorize the sale or transfer of real estate within a receivership. *SEC v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *SEC v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court's wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566; *SEC v. Safety Finance Service, Inc.*, 674 F.2d 368, 372 (5th Cir. 1982). A court imposing a receivership assumes custody and control of all assets and property of the receivership, and it has broad equitable authority to issue all orders necessary for the proper administration of the receivership estate. *See SEC v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002); *SEC v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980).

The Court may enter such orders as may be appropriate and necessary for a receiver to fulfill her duty to preserve and maintain the property and funds within the receivership estate. *See, e.g., Official Comm. Of Unsecured Creditors of Worldcom, Inc. v. SEC.*, 467 F.3d 73, 81 (2d Cir. 2006). Any action taken by a district court in the exercise of its discretion is subject to great deference by appellate courts. *See United States v. Branch Coal*, 390 F.2d 7, 10 (3d Cir. 1969). Such discretion is especially important considering that one of the ultimate purposes of a receiver's appointment is to provide a method of gathering, preserving, and ultimately liquidating assets to return funds to creditors. *See Safety Fin. Serv., Inc.*, 674 F.2d 368, 372 (5th Cir. 1982) (court overseeing equity receivership enjoys "wide discretionary power" related to its "concern for orderly administration") (citations omitted).

Courts routinely approve a receiver's request to sell real property based on compliance with Section 2001. See, e.g., U.S. v. Brewer, Case No. 07-cr-90, Doc. 541 at *2 (M.D. Fla. May 12, 2009) (granting private sale of real property after compliance with Section 2001 requirements); SEC v. Nadel, Case No. 09-cv-00087, Doc. 1446 (M.D. Fla. October 28, 2020) (same); FTC v. *NPB Advertising, Inc. at al.*, Case No. 14-cv-01155, Doc. 158 (M.D. Fla. Aug. 1, 2017) (same). Courts have also exercised their discretion to approve the sale of real property based on substantial compliance with Section 2001, including cases where the receiver obtained less than three appraisals and where the property at issue was the subject of a competitive sale process in the open market and had received multiple bids. See, e.g., SEC v. Patrick Kirkland et al., 2009 WL 1439087 (M.D. Fla. 2009) (finding substantial compliance with Section 2001(b)'s appraisal requirements based on a single appraisal); SEC v. Global Online Direct, Inc., Case No. 1:07-CV-0767-WSD, Order Granting Receiver's Mot. For Order Authorizing the Sale of Certain Property (N.D. Ga. 2009) ("The Court hereby relieves the Receiver from the provisions of 28 U.S.C. §§ 2001-2002"); SEC v. Nadel, Case No. 9:09-cv-00087, Doc. 1370 (M.D. Fla. 2018) (granting private sale despite Receiver not obtaining appraisals); Equialt LLC, et al., Case No. 8:20-cv-00325, Doc. 189 (M.D. Fla. 2020) (approving sale of real estate based on three BPO's); Oasis International Group, Limited, et al., Case No. 8:19-cv-886, Doc. 330 (M.D. Fla. 2020) (same); Ross, 2014 WL 11638563, at *2 (E.D. Tenn. 2014) (approving request to waive requirement to obtain appraisals given Court's discretion to determine appropriate relief in receivership and fact that property was for sale on open market and exceeded property assessor's appraised value.)

B. <u>The Court Should Approve the Proposed Sale and Overbid Procedures</u>

As noted above, the Court may approve a private sale of real estate (the Property) under 28 U.S.C. § 2001 provided that:

- (a) The sale is for at least two-thirds of the average appraised value of the Property;
- (b) The appraised value of the Property was established by three disinterested appraisals of the Property;
- (c) The Court finds the sale serves the best interests of the Receivership Estate;
- (d) The terms of the proposed sale are published in a newspaper of general circulation as directed by the Court and at least ten days before confirmation; and
- (e) There is no bona fide offer made at least ten (10%) percent higher than the proposed sale price made under the Court's prescribed conditions.

The Receiver submits that the proposed sale and related sale, publication, and overbid procedures satisfy 28 U.S.C. § 2001 and that this Motion should be granted.

First, the Receiver has satisfied the appraisal and publication requirements by (i) presenting three Valuations of the Property prepared by disinterested individuals that are licensed real estate professionals, (ii) securing a sale price that exceeds two of the three Valuations and is well in excess of \$364,033.33, which is two-thirds of the average of the three Valuations, and (iii) proposing the publication of the proposed sale and its terms in the *Sun-Sentinel* for one day at least ten days prior to any sale. The Receiver has attached the three Valuations of the Property as Composite Exhibit 3. The sales price was also obtained in a competitive process that was widely publicized and generated five competing offers over the nearly two months the Property was listed. Of note, the majority of the offers were below the Property's listing price. The Receiver has also attached her proposed Notice, attached as Exhibit 4, to be published in the *Sun-Sentinel* as directed by the Court. The Receiver requests that the Court approve the Receiver's terms as compliant with Section 2001(b)'s appraisal and publication requirements.

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Second, the Receiver submits that she has proposed fair, equitable, and sufficient procedures in the event that a third party seeks to submit a bona fide offer as an Overbidder pursuant to Section 2001(b).

Third, the sale of the Property is in the best interest of, and will result in significant benefits to, the Receivership Estate. The Receiver has used her good faith and business judgment to realize what she believes is the highest price possible for the Property in an arm's length transaction with an independent third-party Purchaser and with the opportunity to receive a higher amount if a timely and qualified bona fide offer is submitted by, and ultimately accepted from, an Overbidder.

The Court's approval of the Property's sale will also benefit the Receivership Estate by relieving the Receiver from any further maintenance, costs, or expenses related to the Property. Other than the Tax Certificate and security deposit issues which will be resolved at closing, the Receiver is not aware of any lien or other encumbrance on the Property, and the sale of the Property free and clear of any such liens or encumbrances will result in the maximum benefit for the Receivership Estate.⁶ In sum, the Receiver submits that the proposed Purchase and Sale Agreement, including the proposed notice, overbid, and publication procedures, is compliant with the industry standard, is commercially reasonable, and is in the best interests of the Estate.

WHEREFORE, the Receiver respectfully requests that this Court enter an order substantially similar to the proposed order attached as **Exhibit 2**:

⁶ This Court's broad authority over the Receivership Estate includes the equitable power "to sell property free of liens, transferring the lien to the proceeds." *Seaboard Nat'l Bank v. Rodgers Milk Products Co.*, 21 F.2d 414, 416 (2nd Cir. 1927). "It has long been recognized that under appropriate circumstances, a federal court presiding over a receivership may authorize the assets of the receivership to be sold free and clear of liens and related claims." *Regions Bank v. Egyptian Concrete Co.*, 2009 U.S. Dist. LEXIS 111381 at *18-19 (E.D. Mo. Dec. 1, 2009) (citations omitted).

BUCHANAN INGERSOLL & ROONEY PC :: One Biscayne Tower :: Two South Biscayne Boulevard, Suite 1500 :: Miami, FL 33131-1822 :: T 305 347 4080 :: F 305 347 4089

1. Accepting and taking judicial notice of the three attached Valuations of the Property attached as **Composite Exhibit 3**;

Approving and authorizing the Purchase and Sale Agreement attached as Exhibit
 1 to this Motion or any Purchase and Sale Agreement entered into with a successful Overbidder containing similar terms and conditions as the Purchase and Sale Agreement;

3. Approving and authorizing the form and manner of publication of the Notice attached as **Exhibit 4** to this Motion;

4. Approving and authorizing the private sale of the Property located at 4450 Coral Springs Drive, Coral Springs, FL 33065 from the Receiver (on behalf of Receivership Entity Property Income Investors 4450, LLC) to Purchaser, or Overbidder if a bona fide and written offer to purchase the Property is received and ultimately accepted pursuant to the overbid procedures set forth above, and ordering the Receiver to transfer title to the Property to the Purchaser (or successful Overbidder) free and clear of liens, claims, encumbrances and other interests and without any further motion or Order from the Court;

5. Granting this Motion without a hearing if there is no objection; and

6. Granting any and all such other and further relief as may be just, proper, and equitable in carrying out the intent and purposes of this Motion.

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 counsel for Defendants Anthony Nicolosi and Larry Brodman prior to filing this Motion. Counsel for the Commission has indicated they do not object to the requested relief, while counsel for Defendants Brodman and Nicolosi indicated their clients take no position on the requested relief. Dated this 17th day of November, 2021.

Respectfully submitted,

BUCHANAN INGERSOLL & ROONEY PC

/s/ Raquel A. Rodriguez Raquel A. Rodriguez, Esq. Florida Bar No. 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. Florida Bar No. 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* Case 0:21-cv-61176-AHS Document 30 Entered on FLSD Docket 11/17/2021 Page 16 of 16

CERTIFICATE OF SERVICE

I hereby certify that on November 17, 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, f/k/a Anthony Peluso*

I further certify that on November 17, 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 Facsimile: (561) 394-3121 E-mail: <u>carl@schoeppllaw.com</u> *Counsel for Defendant Larry Brodman*

Larry Brodman Larrybro58@gmail.com

> <u>/s/ Jordan D. Maglich</u> Attorney

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EXHIBIT "1"

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter "Agreement"), is entered into this _15th day of October 2021, by and between Pierre Batravil (hereinafter, the "Buyer") and Miranda L. Soto, Receiver for Property Income Investors 4450 LLC (hereinafter, the "Receiver" or "Seller", and collectively with Buyer, the "Parties") appointed in the matter of *Securities and Exchange Commission v. Property Income Investors, LLC, et al.*; United States District Court, Southern District of Florida, Case No. 0:21-cv-61176 (hereinafter, the "Action").

BACKGROUND

WHEREAS, the Receiver was appointed pursuant to an Order Granting Plaintiff's Unopposed Motion and Memorandum of Law for Appointment of Receiver entered June 15, 2021 (the "Receivership Order"); The Receiver's powers, authorities, rights and privileges, which are outlined in the Receivership Order, include her taking custody, control and possession of all Receivership Property, including the real property located at 4450 Coral Springs Dr Coral Springs Fl 33065 (the "Property") and the Receiver has full authority to sell the Property with approval of the United States District Court for the Southern District of Florida (the "Receivership Court"); and

WHEREAS, Property Income Investors 4450 LLC is a legal entity under the control of the Receiver pursuant to the Receivership Order and it was the owner prior to the Receivership of the Property located at 4450 Coral Springs Dr Coral Springs Fl 33065, better known as Broward County Property Appraiser's Account Number 48-41-17-05-1900; and

WHEREAS, pursuant to the Receivership Order, the Seller has been granted full power and authority to market and enter into an agreement to sell the Property;

WHEREAS, subject to approval by the Receivership Court, compliance with the publication requirements of 28 U.S.C. § 2001(b), and the non-receipt of a Bona Fide Offer (defined below), Seller desires to sell and Buyer desires to purchase the Property pursuant to the terms and conditions set forth herein, and,

WHEREAS, the Buyer desires to purchase the Property and Seller desires to sell the Property, all on the terms and conditions hereinafter set forth.

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

AGREEMENT

1. **Property**: The Seller agrees to sell and convey, and Buyer agrees to purchase and pay for, all pursuant to the terms and conditions hereinafter set forth, 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. <u>Purchase Price & Contingencies</u>: The Purchase Price shall be Five Hundred Fifty Five thousand dollars (\$550,000.00).

This Agreement is contingent upon (1) compliance with the publication procedures required by 28 U.S.C. § 2001(b), and (2) the <u>non-receipt</u> by Seller of a bona fide offer, under conditions prescribed by the Court, as described in 28 U.S.C. § 2001(b) (a "<u>Bona Fide Offer</u>"). Buyer understand and acknowledges that 28 U.S.C. § 2001(b) prohibits the Receivership Court's approval and confirmation of the transaction contemplated by this Agreement if Seller receives a Bona Fide Offer. As such, upon receipt of a Bona Fide Offer, Seller shall have the exclusive right to terminate this Agreement, and Buyer's sole and exclusive remedy for such termination is limited to the return of its Earnest Money Deposit, as defined and set forth below. If the Seller does not receive a Bona Fide Offer after compliance with the publication procedures required by 28 U.S.C. § 2001(b), this Agreement is further contingent upon Seller obtaining an Order in substantially the form as Exhibit "B" attached hereto (the "<u>Order</u>") approving (1) the sale of the Property described in Exhibit "A" to Buyer free and clear of all liens, claims, encumbrances, and restrictions as provided for in the order of the Receivership Court approving this transaction and (2) Buyer's quiet enjoyment of all assets assigned to and assumed by Buyer (collectively, the "**Contingencies**").

In the event that Seller receives a Bona Fide Offer or the Receivership Court does not approve of the sale of the Property, i.e., if the Contingencies are not satisfied on or before the Closing Date, Buyer acknowledges and agrees that its <u>sole and exclusive remedy</u> is to seek return of the Earnest Money Deposit, as defined below, from Seller. This Agreement, when duly executed by the Parties, constitutes the express waiver in writing of any other remedy, whether legal or equitable, that may be available to the Buyer.

3. <u>Escrow Agent and Earnest Money Deposits</u>: Zalman Lawfirm-Hillary Zalman shall serve as the Escrow Agent. Within three (3) business days after full execution of this Agreement by the Parties, the Buyer shall deposit the sum of Fifty thousand dollars (\$50,000.00) in readily available funds as an earnest money deposit ("Earnest Money Deposit") into the IOTA (IF APPLICABLE) trust account of Zalman Lawfirm-Hillary Zalman. Subsequent to the satisfaction of the Contingencies outlined in this Agreement, the Earnest Money Deposit shall only be refundable if the Receivership Court refuses to approve the motion for sale or if the Receivership Court approves the sale of the Property to a competing bidder.

The Earnest Money Deposit 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. The terms of this Agreement shall serve as the escrow instructions for this transaction.

4. <u>Conditions of Escrow</u>: Seller shall, on or before the date of Closing, make reasonable efforts to obtain approval from the Receivership Court to sell the Property pursuant to the terms of this Agreement. If the Buyer withdraws from this Agreement after the satisfaction of the Contingencies in this Agreement but prior to the approval of the sale, or if the Court approves the sale of the Property pursuant to the terms of this Agreement and the Buyer fails to perform under this Agreement except as to any rights the Buyer may have under Paragraphs 5, 8, 9 or 10 of this Agreement, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyer's failure to perform. In the event that the Receivership Court fails to approve this Agreement or the Buyer terminates the Agreement solely as provided for in Paragraphs 5, 8, 9 or 10, this Agreement shall be null and void and of no further force and effect and neither Seller nor the Buyer shall have any further obligations hereunder to the other and the





Earnest Money Deposit shall be delivered immediately to 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. **Financing Contingency**: This agreement is contingent upon Buyer obtaining approval of a conventional loan in the amount of \$440,000.00 or less within 12 calendar days after the date this Agreement is fully signed by all parties (the "Contingency Period") for a fixed term of 30 years. If Buyer is unable to obtain loan approval within the Contingency Period. Buyer may elect to waive loan approval or terminate this agreement by providing written notice to Seller before the expiration of the Contingency Period. If Buyer's Earnest Money deposit shall be immediately refunded to Buyer, thereafter releasing Buyer and Seller from all further obligations. If Loan approval has been obtained, but Seller defaults or fails to satisfy other contingencies of the agreement, property related conditions of the loan approval have not been met or appraisal of the property obtained by the Buyer's lender is insufficient to meet the terms of the loan approval, the Buyer shall provide written notice to Seller within three business days of any such occurrence and shall then be immediately refunded the Earnest Money Deposit therefore releasing Buyer and Seller from all further obligations.

6. Closing and Closing Agent: Unless extended by mutual agreement of the Parties, Closing shall take place within thirty (30) days after Receivership Court's approval of the sale, with Buyer to provide written notice specifying the actual closing date at least three (3) business days before such closing date. All funds and documents required to be deposited hereunder shall be deposited into escrow prior to Closing. The term "Closing" as used herein shall mean the date all Contingencies provided in this Agreement shall be satisfied or waived by written instrument and the date the Receiver's Deed in substantially the form as Exhibit "B" attached hereto has been recorded. Zalman Lawfirm- Hillary Zalman shall serve as the Closing Agent.

7. <u>Conveyance of Title</u>: 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



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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 shall have five (5) calendar days after the date this Agreement is fully signed by all parties (the "Inspection Period") within which Buyer may have any inspection(s) of the Property performed. If before the expiration of the Inspection Period Buyer determines that the Property is not acceptable in Buyer's sole discretion, Buyer may terminate this agreement by delivering written notice to seller prior to expiration of the Inspection Period and the Earnest Money deposit paid shall be returned to Buyer, and thereupon Buyer and Seller shall be released of all further obligations under this Agreement. Prior to closing, Buyer or Buyer's representative may perform a walk-through inspection of the Property solely to verify that the condition of the Property has not changed form when initially inspected by the Buyer.

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 and receive the proceeds from any insurance otherwise payable to or for the benefit of Seller with respect to such destruction, together with a credit against the purchase price for any "deductible" under such insurance. If Buyer declares this Agreement null and void due to damage or destruction as described in this Paragraph 10, the Earnest Money Deposit shall be delivered immediately to Buyer.

11. <u>Taxes, Assessments & Utilities</u>: 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 Daniel Otten of Local Real Estate Co. ("Seller's Agent") and Britney Henry of Bodi Brown Realty ("Buyer's Agent"). At Closing, Seller agrees to a three percent (3%) commission to Seller's Agent pursuant to a separate written agreement by and between Seller and Seller's Agent. Seller agrees to a two percent (2%) commission to Buyer's Agent. In no event shall the total sales commission owed by the Seller exceed five percent (5%) of the Purchase Price.

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. Property Income Investors, LLC, et al.*; United States District Court, Southern







District of Florida, Case No. 0:21-cv-61176, 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, Southern 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.
- In the event that this Agreement shall terminate in accordance with the provisions (e) 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.
- This offer is open for acceptance by delivery of a fully executed original hereof, (f) up to and including 5:00 p.m. EST on October 15, 2021, and shall thereafter be withdrawn without notice. 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.
- Notices may be delivered to Seller at the email address <u>piireceiver@bipc.com</u> or (g) via Seller's Agent at the email address secproperties@localreco.com and to Buyer's Agent at the email address brittneylaster1@gmail.com
- (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

Pierre Batravil Pierre Batravil

10/15/21

SELLER

Miranda Soto 10/15/21 Miranda L. Soto Receiver for Property Income Investors 4450 LLC





BROKERS' ACKNOWLEDGEMENT

Daniel Otten of Local Real Estate Co. and Beatrice Henry of Bodi Brown Realty hereby acknowledge receipt of this Agreement and agree to be joined to this Agreement to the extent their compensation structure is discussed. The Brokers 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.

Daniel Otten 10/15/21

Daniel Otten

Local Real Estate Co.

Seller's Agent

Beatrice Henry 1

10/15/21

Buyer's Agent





Authentisign ID: EFA89A09-002E-EC11-981E-501AC544F02B Case 0:21-cv-61176-AHS Document 30-1 Entered on FLSD Docket 11/17/2021 Page 8 of 11

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

RECEIVER'S DEED

Prepared by: Buchanan Ingersoll & Rooney PC 2 S. Biscayne Blvd., Suite 1500 Miami, FL 33131

RECEIVER'S DEED

THIS INDENTURE, made as of the _____ day of _____ 2021, by and between **Miranda L. Soto, Receiver for ______, LLC** (hereinafter referred to as the "Grantor"), having a mailing address of 2 South Biscayne Blvd., Suite 1500, Miami, Florida 33131, and ______ (hereinafter referred to as the "Grantee") having an address of _____.

WITNESSETH:

That Miranda L. Soto was appointed as Receiver for the Property, as hereinafter described, pursuant to that certain Order Appointing Receiver in *Securities and Exchange Commission v. Property Income Investors, LLC, et al.*; United States District Court, Southern District of Florida, Case No. 0-21-cv-61176. The sale having been duly approved by Order of The United States District Court, Southern District of Florida, entered _______, 2021 (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 ______ 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 behalf 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

Miranda L. Soto, Receiver for ____

Printed name

Witness signature

Printed name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Miranda L. Soto, Receiver for _____.

Notary Public	
Print Name:	
My Commission Expires:_	

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

Addendum to Contract



Addendum No. _____ to the Contract with the Effective Date of ___October 15, 2021 ____ between

MIRANDA L. SOTO RECEIVER FOR PROPERTY INCOME INVESTORS 4450 LLC (Seller)

and PIERRE BATRAVIL

(Buyer)

Simplicity

concerning the property described as: 4450 CORAL SPRINGS DR CORAL SPRINGS FL 33065

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract: BOTH SELLER AND BUYER HAVE AGREED TO EXTEND INSPECTION PERIOD FOR OCTEBER 25, 2021. TENANT IN BOTH UNITS WERE NOT AVAILABLE TO OPEN DOOR FOR INSPECTOR TO DO INSPECTIONS

Buyer: PIERRE BATRAVIL	Date: 10/19/2021
	Date:
Buyer:	Date:
Seller:	Date:
ACSP-4 Rev 6/17	©2017 Florida Realtors
ACSP-4 Rev 6/17 Serial#: 064851-600163-4683094	©2017 Florida Rea

Case 0:21-cv-61176-AHS Document 30-2 Entered on FLSD Docket 11/17/2021 Page 1 of 4

EXHIBIT "2"

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 4020, LLC, PROPERTY INCOME INVESTORS 417, 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

THIS CAUSE comes before the Court for consideration of the Receiver's Unopposed Motion to Approve Private Sale of Real Property Located at 4450 Coral Springs Drive, Coral Springs, FL 33065 (the "Motion") (Doc. ___). Upon review of the Motion, its exhibits, the entire file, and being otherwise duly advised on the premises, the Court finds granting the Motion to be in the Receivership Estate's best interests. Accordingly, it is hereby ORDERED and ADJUDGED that:

1. The Receiver's Unopposed Motion to Approve Private Sale of Real Property Located at 4450 Coral Springs Drive, Coral Springs, FL 33065 (Doc.) is **GRANTED**; 2. The Court hereby **APPROVES** the sale of the real property located at 4450 Coral Springs Drive, Coral Springs, FL 33065, also known as Parcel ID Number 484117051900 and with the following legal description:

LOT 2, BLOCK E, OF AMENDED PLAT OF BLOCKS A, B, C, D, E, F, AND G "CHEVY CHASE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 70, PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

(the "**Property**"), pursuant to the Purchase and Sale Agreement attached as Exhibit 1 to the Motion. The Court finds that the Receiver has made substantial and sufficient efforts to market and sell the Property;

3. Pursuant to 28 U.S.C. § 2001, the Court hereby **APPOINTS** and takes judicial notice of the three valuations obtained by the Receiver for the Property and attached as Composite Exhibit 3 to the Motion;

4. The Court finds that the Receiver has satisfied the requirements of 28 U.S.C. § 2001 regarding the marketing, valuation, notice, and proposed sale terms and overbid procedures for the Property. The Receiver shall publish the approved Notice attached as Exhibit 4 to the Motion in the *Sun-Sentinel* newspaper for one day at least ten days prior to completing any sale of the Property pursuant to 28 U.S.C. § 2001;

5. If no "bona fide" offer pursuant to 28 U.S.C. § 2001 is received by the Overbid Deadline (as defined in the Motion), the Receiver shall report the same to the Court, and she is **APPROVED** and **AUTHORIZED** to deem the \$550,000.00 offer as the highest offer for the Property and, without further order from this Court, to sell, close and transfer title of the Property to Pierre E. Batravil free and clear of all liens, claims, interests, and encumbrances,

by way of a Receiver's Deed pursuant to the Purchase and Sale Agreement attached as Exhibit 1 to the Motion;

6. In the event the Receiver is provided with any timely and qualified overbid(s) pursuant to 28 U.S.C. § 2001, the Receiver shall be governed by the overbid procedures outlined in the Motion. Following the Receiver's determination to accept the offer that is in the Receivership Estate's best interests (the "**Final Purchaser**"), she shall report the same to the Court, and without further order from this Court, is **APPROVED** and **AUTHORIZED** to sell, close, and transfer title of the Property to the Final Purchaser free and clear of all liens, claims, interests, and encumbrances by way of a Receiver's Deed pursuant to the Purchase and Sale Agreement entered into with the Final Purchaser; and

7. The Receiver is authorized and empowered to take such steps, incur and pay such costs and expenses from the Receivership Estate, and do such things as may be reasonably necessary to implement and effect the terms and requirements of this Order, including publishing the Notice.

DONE and **ORDERED** at Fort Lauderdale, Florida, this _____ day of , 2021.

Honorable Raag Singhal United States District Judge Case 0:21-cv-61176-AHS Document 30-3 Entered on FLSD Docket 11/17/2021 Page 1 of 18

COMPOSITE EXHIBIT "3"

RESIDENTIAL BROKER PRICE OPINION

REO 6:
Coral Springs, FL 33065 BORROWER'S NAME:
FIRM NAME: Coldwell Banker LLC COMPLETED BY: Tayler Tremblay PHONE No. 561-914-0341 FAX NO.
PHONE NO. 581414-0341 FXX NO. I. GENERAL MARKET CONDITIONS Current market condition: Decreased Stable Improving ✓ Excellent Employment conditions: Decreased % in past months Minist price of this type property tax: Decreased % in past months Minist price of this type property tax: Decreased % in past months Estimated paromitages of cover vix termats in neighborhood: 30 % comport oncupont 70 % tenant Three is a Normal supply oversupply oversupply oversupply oversupply oversupply % tenant Reage of values in the neighborhood is 18 352.000 To s 5 550.000 for provement for the neighborhood. Normal marketing line in the argenchorhood is 5 352.000 for provement for the neighborhood. for provement for the neighborhood. Normal marketing line in the argenchorhood is 5 352.000 for provement for the neighborhood. for provement for the neighborhood. Normal marketing line in the argenchorhood is 18 312 months? for s 50.000 for provement for the neighborhood. Normal marketing line in neighborhood is 18 at 12 months? month
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Sint 1/L.: □ single family attached □ townhouse □ modular Current? Violuti-Pariting If condo or other association exists: Foe \$ □ momthiy □ annually Current? □ vis □ No Fee delinquent? \$ 0 Association Contact: Name: n/a Name: 0 □ momthiy
If condo or other association exists: Fee \$ monthly annually Current? Yes No Fee delinquent? \$ 0 Association Contact: Insurance Landscape Pool Tennis Other 0 n/a III.COMPETITIVE CLOSED SALES ITEM SUBJECT COMPARABLE NUMBER 1 COMPARABLE NUMBER 2 COMPARABLE NUMBER 3 Address 10600 NW 37th St, 33065 111171 NW 39th St. 33065 111401 NW 43rd St, 33065 Sale Price \$ 1 mile REO/Corp_ 1.1 miles REO/Corp_ 1.9 miles REO/Corp_ Sale Price \$ \$ \$ 565.000 \$ 610.000 \$ 660.000 Price/Cross Living Area \$ \$ 9, Ft. \$ 177 \$ 610,000 \$ 660,000 Price/Cross Living Area \$ \$ 9, Ft. \$ 177 \$ 610,000 \$ 660,000 Sale Date & DOM - 130 days Sold date: 7/14/2021 Sold date: 7/14/2021 Sold date: 7/14/2021 DOM - 4 days Date & DoM - 130 days DOM - 130 days DOM - 5 days DOM - 4 days 1.4 adjustment Sales or Financing Suburban Suburban Sub
Inite tee Indudes. Commentation of a Landscape Commentation of a Landscape Phone No: I//a III. COMPETITIVE CLOSED SALES ITEM SUBJECT COMPARABLE NUMBER 1 COMPARABLE NUMBER 2 COMPARABLE NUMBER 3 Address 10600 NW 37th St, 33065 11171 NW 38th St. 33065 11401 NW 43rd St, 33065 Proximity to Subject 1 1 mile REO/Corp_ 1.9 miles REO/Corp_ Sale Price \$ \$ \$ 565,000 \$ \$ 610,000 \$ \$ 860,000 Price/Gross Lving Area \$ \$ 9, Ft. \$ \$ 610,000 \$ \$ 860,000 \$ \$ 860,000 Sale Price \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
III. COMPETITIVE CLOSED SALES ITEM SUBJECT COMPARABLE NUMBER 1 COMPARABLE NUMBER 2 COMPARABLE NUMBER 3 Address 10600 NW 37th St, 33065 111/11 NW 39th St. 33065 11401 NW 43rd St, 33065 Proximity to Subject 1 mile REO/Corp_ 1.1 miles REO/Corp_ 1.9 miles REO/Corp_ Sale Price \$ \$ 565,000 \$ 610,000 \$ 660,000 \$ 660,000 Price(Gross Living Area \$ \$ 177 Sq. Ft. \$ 203 Sq. Ft. \$ 177 Sq. Ft. \$ 172 Sold date: 7/5/2021 DOM - 4 days Sale or Reactions DESCRIPTION DESCRIPTION #() Adjustment DESCRIPTION #() Adjustment DESCRIPTION #() Adjustment Sales or Financing None None None None None None In 390 sq. ft !() Adjustment Location (City/Rural) Suburban Suburban Suburban Suburban Suburban Suburban In 3030 sq. ft 10,390 sq. ft !() Adjustment Location (City/Rural) Suburban Suburban Suburban Suburban Suburban Suburban Subu
ITEM SUBJECT COMPARABLE NUMBER 1 COMPARABLE NUMBER 2 COMPARABLE NUMBER 3 Address 10600 NW 37th St, 33065 11171 NW 39th St. 33065 11401 NW 43rd St, 33065 Proximity to Subject 1 mile REO/Corp[_ 1.1 miles REO/Corp[_ 1.9 miles REO/Corp[_ Sale Price \$ S \$
ITEM SUBJECT COMPARABLE NUMBER 1 COMPARABLE NUMBER 2 COMPARABLE NUMBER 3 Address 10600 NW 37th St, 33065 11171 NW 39th St. 33065 11401 NW 43rd St, 33065 Proximity to Subject 1 mile REO/Corp[_ 1.1 miles REO/Corp[_ 1.9 miles REO/Corp[_ Sale Price \$ S \$
Address 10600 NW 37th St, 33065 11171 NW 39th St. 33065 11401 NW 43rd St, 33065 Proximity to Subject 1 mile REO/Corp_ 1.1 miles REO/Corp_ 1.9 miles REO/Corp_ Sale Price \$
Noncode 1 mile REO/Corp 1.1 miles REO/Corp 1.9 miles REO/Corp Sale Price \$ \$ 565.000 \$ 610.000 \$ 660.000 Price/Gross Living Area \$ \$ 177 \$ 9.03 \$ 9.03 \$ 9.1000 \$ 660.000 Sale Date & Days on Market \$ \$ 177 \$ 9.172
Sale Price \$< <th< td=""></th<>
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$
Sale Date & Days on Market Sold date: 4/14/2021 DOM - 130 days Sold date: 7/2/2021 DOM - 5 days Sold date: 7/5/2021 DOM - 4 days VALUE ADJUSTMENTS Sales or Financing Concessions DESCRIPTION +(·) Adjustment DESCRIPTION Adjustment DESCRIPTION Adjustment DESCRIPTION Adjustment DESCRIPTION
Days on MarketDOM - 130 daysDOM - 5 daysDOM - 4 daysDOM - 4 daysVALUE ADJUSTMENTS Sales or Financing ConcessionsDESCRIPTION $h(\cdot)$ Adjustment $DESCRIPTION$ $h(\cdot)$ Adjustment $h(\cdot)$ Adjus
$ \begin{array}{ c c c c c } \hline \mbox{Description} & Desc$
Concessions None None None None None None Location (City/Rural) Suburban
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $
Leasehold/Fee Simple Fee Simple Fee Simple Fee Simple Fee Simple Fee Simple Lot Size 10,859 sq ft 11,670 sq ft 7,500 sq ft 10,390 sq ft 10,390 sq ft View Residential Residential Residential Residential Residential Design and Appeal One Story Quality of Construction Average Average Average Average Average In 1975 1981 In 1975 Condition Average Average Average Average Average In 10,000
Lot Size 10,859 sq ft 11,670 sq ft 7,500 sq ft 10,390 sq ft Interview View Residential Residential Residential Residential Residential Residential Interview Int
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $
Quality of Construction Average Average Average Average Average Average Average Instant (Construction (Constructint))))))))))))))))))))))
Vertice of the colspan="4"
Condition Average
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $
Basement & Finished Rooms Below Grade None None None Functional Utility Fully Functional Fully Functional Fully Functional Heating/Cooling Central AC Central AC Central AC Energy Efficient Items Unknown Unknown Unknown
Rooms Below GradeNONENONENONEFunctional UtilityFully FunctionalFully FunctionalFully FunctionalFully FunctionalHeating/CoolingCentral ACCentral ACCentral ACCentral ACCentral ACEnergy Efficient ItemsUnknownUnknownUnknownUnknown
Functional Utility Fully Functional Fully Functional Fully Functional Fully Functional Heating/Cooling Central AC Central AC Central AC Central AC Energy Efficient Items Unknown Unknown Unknown Unknown
Heating/Cooling Central AC Central AC Central AC Central AC Energy Efficient Items Unknown Unknown Unknown Unknown
Garage/Carport Open Parking Open Parking I IOpen Parking I IOpen Parking I IOpen Parking I
Porches, Patio, Deck Fireplace(s), etc.NoneTotally remodeled none-40,000None
Fence, Pool, etc. None None None
Other None None None None None
Net Adj. (total) Image: Height and He

Case 0:21-cv-61176-AHS Document 30-3 Entered on FLSD Docket 11/17/2021 Page 3 of 18

Loan #

Occupancy Status: Occupied 🛛 Vacant 🗌 Unknown 🗌

IV. MARKETING STRATEGY

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

V. REPAIRS

REO#

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

\$	\$
\$	\$
\$	\$
\$	\$
\$	\$

GRAND TOTAL FOR ALL REPAIRS \$ 0

VI. COMPETITIVE L	ISTING	ŝS													
ITEM		SUBJE	ECT	CO	VIPAR/	ABLE	NUMBER 1	CON	1PARA	BLE	NUMBER. 2	CON	1PARA	BLE N	UMBER. 3
Address				1122	0 NW	35th	St, 33065	1132	0 NW	35th	Ct, 33065	1117	0 NW	39th S	St, 33065
Proximity to Subject				1.5 miles	REO	/Corp		1.6 r	niles	REO/	Corp	1.1	miles	REO/C	Corp
List Price		550,00				\$	565,000			\$	625,000				599,000
Price/Gross Living Area	\$ 3201	I Sq.F	t.	\$	Sq.F	Ft.		\$	Sq.F	t.		\$	Sq.F	it.	
Data and/or Verification Sources	MLS 8	& Tax	Rolls	ſ	MLS 8	k Tax	Rolls		MLS	& Ta	ax Rolls		MLS 8	& Tax	Rolls
VALUE ADJUSTMENTS	DES	SCRIPT	ION	DE	SCRIPT	ION	+ (-)Adjustment	DE	SCRIPT	ION	+(-)Adjustment	DE	SCRIPT	ION	+(-)Adjustment
Sales or Financing Concessions	None	Э		Non				Non	e			Non	-		
Days on Market and Date on Market	11 day Listed	/s : 9/21/2	2021	23 da Listec	ys I: 9/10)/202 [^]	Contract Pending	60 da Listeo	ays d: 8/5/	2021	Contract Pending	20 da Listeo	ys I: 9/13	/2021	Contract Pending
Location (City/Rural)	Subu	rban		Subu	rban			Subu	rban			Subu	rban		
Leasehold/Fee Simple	Fee	Simp	le	Fee	Simp	ole		Fee	Simp	le		Fee	Simp	le	
Lot Size	10,85	9 sq f	ť	8,743	sq ft		+3000	12,11	7 sq f	t	-1,500	8,550) sq ft		+3,000
View	Resid	ential		Resid	lential			Resid	lential			Resid	lential		
Design and Appeal	One S	Story		One	Story			One \$	Story			One	Story		
Quality of Construction	Avera	ige		Avera	age			Avera	age			Avera	age		
Year Built	1974	-		1973				1973	-			1972			
Condition	Averag	е		Averag	je			Averag	je			Averag	je		
Above Grade	Total	Bdms	Baths	Total	Bdms	Baths		Total	Bdms	Baths		Total	Bdms	Baths	
Room Count	2 units	6	4	2 units	6	4		2 units	4	4		2 units	6	4	
Gross Living Area	3	201 5	Sq. Ft.	304	4 8	Sq. Ft.	+16000	3325	S	Sq. Ft.	-10000	2965	5	Gq. Ft.	+16000
Basement & Finished Rooms Below Grade	None	;		None	9			None	;			None	9		
Functional Utility	Fully	Funct	ional	Fully	Funct	ional		Fully	Funct	ional		Fully	Funct	ional	
Heating/Cooling	Centr	al AC		Centr	al AC			Centr	al AC			Centr	al AC		
Energy Efficient Items	Unkn	own		Unkn	own			Unkn	own			Unkn	own		
Garage/Carport	Open	Parki	ng	Open	Park	ing		Open	Parki	ng	-10,000	Oper	Parki	ng	
Porches, Patio, Deck Fireplace(s), etc.	None	;		None	9			None	+2	garage	es	None	9		
Fence, Pool, etc.	None			None				None				None			
Other	None			None		r	nost similiar	None				None			
Net Adj. (total)				⊠+	□-	:	\$ 16,500	-+	⊿-	- 9	\$21,500	⊠+	<u> </u>	\$ `	19,000
Adjusted Sales Price of Comparable							\$ 584,500			9	603,500			\$	618,000

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

	Market Value	Suggested List Price
AS IS	\$525,000	\$559,000
REPAIRED 30 Quick Sale Value	\$575,000	\$595,000
30 Quick Sale Value		

Last Sale of Subject, Price \$405,000 Date 12/10/2018

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

Signature:

Tayler Tremblay

Date: 10/26/2021

Page 2 of 2

2

Residențial Income	Customer Report AHS	Document	37th Street Coral Springs, S#: FX-10257752 Go Active D	b ³ 2065 ate: Closed	021 ^{List} Pa	ige: \$75098
**		Are	a: 3625 Iress: 10600 NW 37th Street, C	Geo A	rea: NW41	Orig LP: \$575,000 Zoning: RD-8
	\sim	330 City	65 r: Coral Springs	Parcel 48411	l ID: 7030780	
		Str	unty: Broward eet Dir: NW			
			al: CHEVY CHASE 70-36 B LO			
		Lot Poo	odivision: Chevy Chase 70-36 E relopment: CHEVY CHASE Size: 11,670 ol: No lerfront: No	Carport Spaces Garage Spaces Lot SqFt: Pool Size (W x I Waterfrontage: Lot Dimensions	: L):	REO: No HOPA: No Hopa
01/22/2020 10:40:1		Vir	ual Tour: Click to View Virtual T	our		
	s: 3; Full Bath: 2; Half Bat s: 3; Full Bath: 2; Half Bat	h: 0; SqFt: 1,600; M	onthly Income: 2,100	Total # of Units: 2 Unit 1 Lease Ends: Unit 2 Lease Ends: Unit 3 Lease Ends: Unit 4 Lease Ends:	Year Built Property (SqFt - Liv SqFt - Tot SqFt Sour	Condition: Resale ing: 3,201 al: 3,201
Annual Total Expension			e of Expenses: al Net Oper Inc:	Short Sale: No Short Sale Add	endum:	
Application Fee: HOA: None	11,100		ar: 2020	Separate Elec Met Separate Wtr Mete	ters: No	
HOA/POA/COA (Mon Dir: FROM SAMPLE HOUSE ON LEFT.		•	I Assessment: SAMPLE RD TO CORAL SPRII	NGS DR. MAKE RIGHT. G	SO TO NW 3	7TH ST. MAKE LEFT.
LD: 11/06/2020						
Construction:	CBS		Cooling:	Central		
Roof:	Barrel; Other		Heating:	Central		
Flooring: Window Treatments	Ceramic Tile		Avail Info: Taxes:	Deposit; Other City/County		
Exterior Features:	Fence; Fruit Tree(s)		Terms:	Cash		
Lot Description:	< 1/4 Acre		Special Info:	Sold As-Is		
Possession: Utilities:	Funding Cable; Public Sewer; Pu	blic Water	Terms Consi Fee Incl.:	dered:Cash; Conventiona Water	I; FHA; VA	
Days On Market: 13)					
Sold Price: \$565,000)	Sold Price Sqft: Terms of Sale: (Sold Date: 04/14	¥/2021	
COMPLETELY REMO CERAMIC WOOD TH REMODELED. KNOO CONDITION. HOME LAUNDRY ROOM. S AIRPORT & WHITE S SIDE. Tayler Coldw 2813 N	DDELED. HAS NEW KITC LES THROUGHOUT ENT CK DOWN FINISH ON CE HAS BARREL TILE ROO TORAGE ROOM AT BAC	CHEN WITH QUART IRE HOUSE. HUGE ILINGS & WALLS T F. HUGE COVERED K. 20 MINUTES TO	GHBORHOOD - CORAL SPRING Z COUNTERTOPS, BACKSPLA MASTER BEDROOM WITH WA HROUGHOUT. NEW WASHER BACK PATIO FOR KIDS TO PL SAWGRASS MALL FOR SHOP 'S. NO HOA. GOOD TENANTS.	SH & STAINLESS STEEL ALK IN CLOSET. MASTER & DRYER. OTHER SIDE (LAY OR JUST RELAX. HU PING. 25 MINUTES TO F(APPLIANCE & & GUEST E DF DUPLEX IGE FENCEE ORT LAUDE	ES. BEAUTIFUL BATHROOM IN GOOD D BACKYARD. RDALE INT'L

https://taylertremblay.cbintouch.com License #: 3452559

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All and		dress: 11171 NW 39th Street, Cora	Geo Area: NW41	
	Spr	ings, FL 33065 y: Coral Springs	Parcel ID:	MULTIFAMILY
	Stre	unty: Broward eet Dir: NW gal: GLENWOOD SUBDIVISION 69	484117024300	S.
	Sut	odivision: GLENWOOD BDIVISION	Carport Spaces:	
	Dev	velopment:	Garage Spaces:	HOPA: No Hopa
		Size:	Lot SqFt: Pool Size (W x	-
		bl: No terfront: No	L): Waterfrontage:	
	GMiami MLS@06/2021			
		tual Tour: Click to View Virtual Tour	r	
	Year Built: 19	75	r	
Stories: 1	Year Built: 19 Property Con	75 dition: Effective Year Built	r	
f Stories: 1 Jnit 1 Info: Unit 1 Lease Ends	Year Built: 19 Property Con : SqFt - Living:	75 dition: Effective Year Built 2,999	r	
4 Stories: 1 Jnit 1 Info: Unit 1 Lease Ends Jnit 2 Info: Unit 2 Lease Ends Jnit 3 Info: Unit 3 Lease Ends	Year Built: 19 Property Con : SqFt - Living: SqFt - Total: 2	75 dition: Effective Year Built 2,999	r	
4 Stories: 1 Jnit 1 Info: Unit 1 Lease Ends Jnit 2 Info: Unit 2 Lease Ends Jnit 3 Info: Unit 3 Lease Ends	Year Built: 19 Property Con SqFt - Living: SqFt - Total: 2 SqFt Source:	75 dition: Effective Year Built 2,999	r	
4 Stories: 1 Jnit 1 Info: Unit 1 Lease Ends Jnit 2 Info: Unit 2 Lease Ends Jnit 3 Info: Unit 3 Lease Ends Jnit 4 Info: Unit 4 Lease Ends Annual Total Expense:	Year Built: 19 Property Con- SqFt - Living: SqFt - Total: 2 SqFt Source: Source of Expenses:	75 dition: Effective Year Built 2,999 2,999 Short Sale: No		
4 Stories: 1 Jnit 1 Info: Unit 1 Lease Ends Jnit 2 Info: Unit 2 Lease Ends Jnit 3 Info: Unit 3 Lease Ends Jnit 4 Info: Unit 4 Lease Ends Annual Total Expense: Gross Oper Income:	Year Built: 19 Property Con- SqFt - Living: SqFt - Total: 2 SqFt Source: Source of Expenses: Annual Net Oper Inc:	75 dition: Effective Year Built 2,999 2,999 Short Sale: No Short Sale Adder	ndum:	
4 Stories: 1 Jnit 1 Info: Unit 1 Lease Ends Jnit 2 Info: Unit 2 Lease Ends Jnit 3 Info: Unit 3 Lease Ends Jnit 4 Info: Unit 4 Lease Ends Annual Total Expense: Gross Oper Income: Application Fee: HOA: None	Year Built: 19 Property Con- SqFt - Living: SqFt - Total: 2 SqFt Source: Source of Expenses:	75 dition: Effective Year Built 2,999 2,999 Short Sale: No	ndum: c Meters:	
Stories: 1 Jnit 1 Info: Unit 1 Lease Ends Jnit 2 Info: Unit 2 Lease Ends Jnit 3 Info: Unit 3 Lease Ends Jnit 4 Info: Unit 4 Lease Ends Annual Total Expense: Gross Oper Income: Application Fee:	Year Built: 19 Property Con- SqFt - Living: SqFt - Total: 2 SqFt Source: Source of Expenses: Annual Net Oper Inc: Tax Year: 2020	75 dition: Effective Year Built 2,999 2,999 Short Sale: No Short Sale Adder Separate Ele	ndum: c Meters:	
Stories: 1 Init 1 Info: Unit 1 Lease Ends Init 2 Info: Unit 2 Lease Ends Init 3 Info: Unit 3 Lease Ends Init 4 Info: Unit 4 Info: Unit 4 Lease Ends Init 4 Info: Unit 4 Info: Unit 4 Info	Year Built: 19 Property Con- SqFt - Living: SqFt - Total: 2 SqFt Source: Source of Expenses: Annual Net Oper Inc: Tax Year: 2020 Taxes: 8,424 Special Assessment:	75 dition: Effective Year Built 2,999 2,999 Short Sale: No Short Sale Adder Separate Ele Separate Wtr	ndum: c Meters:	
Stories: 1 Init 1 Info: Unit 1 Lease Ends Init 2 Info: Unit 2 Lease Ends Init 3 Info: Unit 3 Lease Ends Init 4 Info: Unit 4 Lease Ends Init 4 Info: Unit 4 Lease Ends Init 4 Info: Unit 4 Lease Ends Init 5 Construction Ee: IOA: None IOA/POA/COA (Monthly): Dir: D: 06/17/2021 Construction: CBS	Year Built: 19 Property Con- SqFt - Living: SqFt - Total: 2 SqFt Source: Source of Expenses: Annual Net Oper Inc: Tax Year: 2020 Taxes: 8,424 Special Assessment: Cooling:	75 dition: Effective Year Built 2,999 2,999 Short Sale: No Short Sale Adder Separate Ele Separate Wtr Central	ndum: c Meters:	
Stories: 1 Init 1 Info: Unit 1 Lease Ends Init 2 Info: Unit 2 Lease Ends Init 3 Info: Unit 3 Lease Ends Init 4 Info: Unit 4 Lease Ends Init 4 Info: Unit 4 Lease Ends Init 4 Info: Unit 4 Lease Ends Init 5 Info: Unit 4 Lease Ends Init 4 Info: Unit 4 Lease Ends Init 5 Info: Unit 4 Lease Ends Init 6 Info: Unit 4 Lease Ends Init 7 Info: Unit 4 Lease Ends Init 8 Info: Unit 4 Lease Ends Init 9 Info: Unit 4 Lease Ends Ininint 9 Info: Unit 4 Lease Ends </td <td>Year Built: 19 Property Con- SqFt - Living: SqFt - Total: 2 SqFt Source: SqFt Source: Tax Year: 2020 Taxes: 8,424 Special Assessment: Cooling: Heating:</td> <td>75 dition: Effective Year Built 2,999 2,999 Short Sale: No Short Sale Adder Separate Ele Separate Wtr Central Central</td> <td>ndum: c Meters:</td> <td></td>	Year Built: 19 Property Con- SqFt - Living: SqFt - Total: 2 SqFt Source: SqFt Source: Tax Year: 2020 Taxes: 8,424 Special Assessment: Cooling: Heating:	75 dition: Effective Year Built 2,999 2,999 Short Sale: No Short Sale Adder Separate Ele Separate Wtr Central Central	ndum: c Meters:	
Stories: 1 Init 1 Info: Unit 1 Lease Ends Init 2 Info: Unit 2 Lease Ends Init 3 Info: Unit 3 Lease Ends Init 4 Info: Unit 4 Lease Ends Init 4 Info: Unit 4 Lease Ends Init 4 Info: Unit 4 Lease Ends Init 5 Info: Unit 4 Lease Ends Init 4 Info: Unit 4 Lease Ends Init 5 Info: Unit 4 Lease Ends Init 6 Info: Unit 4 Lease Ends Init 7 Info: Unit 4 Lease Ends Init 8 Info: Unit 4 Lease Ends Init 9 Info: Unit 9 Info:	Year Built: 19 Property Com- SqFt - Living: SqFt - Total: 2 SqFt Source: SqFt Source: Tax Year: 2020 Taxes: 8,424 Special Assessment: Cooling: Heating: Avail Info:	75 dition: Effective Year Built 2,999 2,999 Short Sale: No Short Sale Adden Separate Ele Separate Wtr Central Central Other	ndum: c Meters:	
Stories: 1 Jnit 1 Info: Unit 1 Lease Ends Jnit 2 Info: Unit 2 Lease Ends Jnit 3 Info: Unit 3 Lease Ends Jnit 4 Info: Unit 4 Lease Ends Jnit 4 Info: Unit 4 Lease Ends Annual Total Expense: Gross Oper Income: Application Fee: IOA: None IOA/POA/COA (Monthly): Dir: D: 06/17/2021 Construction: CBS Roof: Barrel	Year Built: 19 Property Con SqFt - Living: SqFt - Total: 2 SqFt Source: Source of Expenses: Annual Net Oper Inc: Tax Year: 2020 Taxes: 8,424 Special Assessment: Cooling: Heating: Avail Info: Terms:	75 dition: Effective Year Built 2,999 2,999 Short Sale: No Short Sale Adder Separate Ele Separate Wtr Central Central	ndum: c Meters:	

Sold Price: \$610,000

Sold Price Sqft: \$203.4 Terms of Sale: Cash

Sold Date: 07/23/2021

Public Remarks: Gorgeous Duplex in West Coral Springs off Coral Ridge Dr in a highly-sought after area. Close to Parkland. Property in great condition. Recently remodeled. 3/2's on each side with brand new kitchens and baths and separate private backyard area. Features hardwood flooring throughout, immaculate upgrades. Minutes to Sawgrass Expressway. Close to upscale restaurants. \$5000+ monthly income. Potential for great returns. Will not last.



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	ome Sustamer Repo	6 ^t AHS Doci	11401 NW 43rd Street Cor	al Springe, 5532065 kei	t 11/17/2021 ^{Lis} Pa	<mark>ige</mark> : \$750r098
			MLS#: AX-11043244 Area: 3625		Closed Geo Area: NW41	Orig LP: \$750,000 Zoning: residentia Inc
					484117020780	
			County: Broward Street Dir: NW			
			Legal: GLENWOOD S	SUBDIVISION 69-33 B LOT	- 12 BLK C	
			Subdivision: GLENW Development: Lot Size: Pool: No Waterfront: Yes	OOD SUBDIVISION	Carport Spaces: Garage Spaces: Lot SqFt: Pool Size (W x L): Waterfrontage: 0	REO: No HOPA: No Hopa
		© Mami M	Virtual Tour: Click to	View Virtual Tour		
Type: Quad Ple # Stories: 1	X	Total # of Unit	S:	Year Built: 1981 Property Condition:		
Unit 1 Info: Unit 2 Info:		Unit 1 Lease E Unit 2 Lease E		SqFt - Living: 3,844 SgFt - Total: 3,844		
Unit 3 Info:		Unit 3 Lease E		SqFt Source:		
Unit 4 Info:		Unit 4 Lease E	inds:			
Annual Total E Gross Oper Inc	•		ource of Expenses: nnual Net Oper Inc:		Sale: No Sale Addendum:	
Application Fee			Tax Year: 2020	Se	eparate Elec Meters:	
HOA: None HOA/POA/COA Dir:	(Monthly):		Taxes: 14,524 Special Assessment:	Se	eparate Wtr Meters:	
LD: 05/17/2021						
	Block; Concrete; Other	Waterfront Details:	Lake			
Lot Description:	< 1/4 Acre	Cooling: Heating:	Central Central			
Possession:	Funding	Avail Info:	Leases			
Utilities:	Cable; Public Sewer	Taxes: Terms:	City/County Cash			
		Terms	Cash; Conventional			
		Considered:			na: Managamant Fasa: S	auran Trach Damarral
		Fee Incl.:	Common R.E. Tax; Electric; Water	Insurance-Otner; Lawn Ca	are, management rees, 5	ewer; Trash Removal
Days On Marke	:: 4		Common R.E. Tax; Electric; Water	Insurance-Other; Lawn Ca	are, management rees, S	ewer, Trash Removal
Days On Marke Sold Price: \$66		Fee Incl.: Sold			Date: 07/08/2021	ewer, Trash Kemovai

Public Remarks: Big one floor 4 Unit 2Bed 2 bath investment property with room to increase value from higher rents and some Tlc.



Tayler Tremblay Coldwell Banker/ BR 2813 NW 34th St. Boca Raton, FL 33434 561-414-0341 tayler.tremblay@floridamoves.com https://taylertremblay.cbintouch.com License #: 3452559

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Residențial, la come - Customer Report	MLS#: AX-1 Area: 3625 Address: 1 33065 City: Coral S County: Bro Street Dir: 1 Legal: THE	1220 NW 35th Street, Co Springs ward NW <u>WINDINGS 70-44 B LO</u> wINDINGS	D ³²⁹⁶⁵ cket 11/17/2021 ate: Active Unde Geo Area: N Dral Springs, FL Parcel ID: 4841170418 T 41 LESS E 36.87 BLK D SIDE Carport Spaces: Garage Spaces: Lot SqFt: Pool Size (W x L):	IW41 Orig LP: \$565,000 Zoning: RES
	Contraction 200 Contract	Yes : Click to View Virtual Te	Waterfrontage: 0	
	of Units:	Year Built:		
# Stories: 1			ondition: Resale	
	Lease Ends:	SqFt - Livin SqFt - Tota		
	₋ease Ends: ₋ease Ends:	SqFt - Tota SqFt Sourc		
	Lease Ends:	Syrt Sourc		
	Lease Ellus.			
Annual Total Expense:	Source of Expenses		Short Sale: No	
Gross Oper Income:	Annual Net Oper Inc		Short Sale Addendum:	
Application Fee:	Tax Year: 2020		Separate Elec Meter	e.
HOA: None	Taxes: 4,265		Separate Wtr Meters	
HOA/POA/COA (Monthly):	Special Asses	sment:		-
Dir:	-			
LD: 09/10/2021				
Construction: CBS		Waterfront Details: Inte	erior Canal	
Flooring: Tile			iling Fan; Central	
Storm Protection: Panel Shutters: Comple	ete	Heating: Ce	ntral	
Lot Description: < 1/4 Acre			posit	
Possession: Funding			sh; Conventional; FHA; VA	
Utilities: Cable; Public Sewer		Fee Incl.: Lav	wn Care	
Days On Market: 3				
Sold Price:	Sold Price Sqft: Terms of Sale:		Sold Date:	

Public Remarks: Look no further for a well kept and spacious duplex in the heart of Coral Springs! Each unit is a 3/2 with a large kitchen, a bonus den (can be made a 4th bedroom) and a private backyard on the water. Walking distance to the elementary school. Tenants are long term and month to month. Perfect for an investor to live in one half and rent the other. Start collecting income from day 1. Units can be sold together or separately (A11091579)No restrictions! HVAC 2017, roof is 12 years old, each driveway can fit 4 cars. Each tenant is willing to stay and pay 1850/mo but seller requests that tenants receive 60-90 day notice if being vacated. Showings by appt only with listing agent and seller accompanying.



Tayler Tremblay Coldwell Banker/ BR 2813 NW 34th St. Boca Raton, FL 33434 561-414-0341 tayler.tremblay@floridamoves.com https://taylertremblay.cbintouch.com License #: 3452559

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Annual Total Expense:	Source of Expenses:	Short Sale: No	
Gross Oper Income:	Annual Net Oper Inc:	Short Sale Addendum:	
Application Fee:	Tax Year: 2020	Separate Elec Meters:	
HOA: None	Taxes: 9,276	Separate Wtr Meters:	
HOA/POA/COA (Monthly):	Special Assessment:		
Dir:	•		

LD: 08/05/2021

Construction:	Block; CBS; Concrete
Roof:	Barrel
Flooring:	Marble; Vinyl Floor
Lot Description	1:1/4 to 1/2 Acre
Possession:	Funding
Utilities:	Cable; Public Sewer; Public Water

Waterfront Details: Interior Canal; LakeCooling:Ceiling Fan; CentralHeating:CentralAvail Info:NoneTerms:OtherTerms Considered:Cash; ConventionalFee Incl.:Lawn Care

Days On Market: 8

Sold Price: \$615,000

Sold Price Sqft: \$184.96 Terms of Sale: Other

Sold Date: 09/30/2021

Public Remarks: Beautiful, newly renovated duplex on corner oversized lot, with canal on the back and right sides. Large driveway with plenty of parking, two bedrooms and two baths with one full car garage on each side. Buy this unit as an investment or great for a large family that wants to live close. Great Schools. Do not disturb the tenants. Each unit has 1663 SQFT. Can be converted into a 3BR/2BA very easy.



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Residential Income Customer Report AHS Document 30-3 Entered on PES MLS# FX-10300530 Go Active Active Under 18

	Date: Area: 3625 Address: 11170 NW 39th Str	Contract Geo Area: NW41 eet,	Orig LP: \$599,000 Zoning:
	Coral Springs, FL 33065 City: Coral Springs County: Broward Street Dir: NW Legal: THE WINDINGS 70-44	Parcel ID: 4841170422 4 B LOT 33 BLK	
	Subdivision: The Windings 70-44 B	Carport Spaces:	REO: No HOPA: No
	Development: The Windings	Spaces: Lot SqFt:	Нора
	Pool: No	Pool Size (W x L):	,
	Waterfront: No	Waterfrontage	:
	Virtual Tour: Click to View Vi	rtual Tour	
Type: Duplex	Total # of Units: Ye	ar Built: 1972	

Stories: 1 Unit 1 Info: Bedrooms: 3; Full Bath: 2; Half Bath: 0; SqFt: 1,482; Monthly Income: 0 Unit 2 Info: Bedrooms: 3; Full Bath: 2; Half Bath: 0; SqFt: 1,482; Monthly Income: 1,500 Unit 3 Info: Unit 4 Info: Total # of Units:Year Built: 19Unit 1 Lease Ends:Property CorUnit 2 Lease Ends:SqFt - LivingUnit 3 Lease Ends:SqFt SourceUnit 4 Lease Ends:SqFt Source

Year Built: 1972 Property Condition: Resale SqFt - Living: 2,965 SqFt - Total: SqFt Source:

Annual Total Expense:	Source of Expenses:	Short Sale: No	
Gross Oper Income:	Annual Net Oper Inc:	Short Sale Addendum:	
Application Fee:	Tax Year: 2020	Separate Elec Meters: No	
HOA: None	Taxes: 7,833	Separate Wtr Meters: No	
HOA/POA/COA (Monthly): 0	Special Assessment:		
Dir: Sawgrass expressway to Sample road	east, Left on Coral Ridge Drive, right on NW 39th S	tstraight to property on right.	

LD: 09/13/2021

Construction:Block; ConcreteRoof:BarrelLot Description:<</th>1/4 AcrePossession:FundingUtilities:Cable; Public Sewer

 Cooling:
 Central

 Heating:
 Central

 Avail Info:
 None

 Special Info:
 Sold As-Is

 Terms Considered:Cash; Conventional; FHA; VA

 Fee Incl.:
 Other

Days On Market: 29

Sold Price:

Sold Price Sqft: Terms of Sale:

Sold Date:

Public Remarks: Great opportunity to purchase a highly sought-after diamond in the ruff in Coral Springs. This duplex has a 3/2 on both sides?currently rented. Tile floors and newer ac units. Its ready for you to come in and rehab the way you want. Live on one side and rent the other side out.



Tayler Tremblay Coldwell Banker/ BR 2813 NW 34th St. Boca Raton, FL 33434 561-414-0341 tayler.tremblay@floridamoves.com https://taylertremblay.cbintouch.com License #: 3452559

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RESIDENTIAL BROKER PRICE OPINION

Loan	#														
REO	#:	Thi	s BPO is the	🗌 Ini	tial 🗌 2	nd C	pinion 🗌 Upda	ted [_ Exte	rior Only	/ DAT	E	10/21/2	021	
PROF	PERTY ADDRESS:	445	i0 Coral Sp	oring	s Drive	,	SALE	S RE	PRES	ENTATI	VE:				
-		Cor	al Springs		22065				ER'S N						
FIRM NAME: Blue Realty T							DMPLETED BY:			Stewart Green					
			41.6715								eterrai		011		
PHOP	NE NO.	904.0	41.0715				FAX	NO.							
I.	GENERAL MA	RKET	CONDITI	ONS	5										
	Current market cor	ndition:			Depres	ssed		Slov	v		Stable		Improving	\square	Excellent
	Employment condi	tions:			Declin	ing	\bigtriangledown	Stab	le		Increasin	g			
	Market price of this ty	pe prope	erty has:		Decrea	ased			%	in past			months		
				\square	Increa	sed	7		%	in past	12		months		
					Remai	ned									
	Estimated percenta	-		_	n neighb	orhc				_	ner occup		100		tenant
	There is a \Box	Normal	supply		oversupp	ly			-	omparab	le listings	in the i	neighborho	od	
	Approximate numb	per of co	mparable un	its for	sale in n	leigh	borhood:	-	1						
	No. of competing li	•	•	od tha	it are RE	O or	Corporate owne		0						
	No. of boarded or I	blocked	-up homes:					_	0						
н.	SUBJECT MA	RKFT													
	Range of values in			s 3	15,000)	to \$	675	5,000						
	The subject is an		er improveme	·			ler improvement			Appro	priate imp	rovem	nent for the	neighbo	rhood.
	Normal marketing	time in t	he area is:		30		days.								
	Are all types of fina	ancing a	vailable for th	ne pro	perty?		Ves Ves	🗆 No	lt	f no, exp	lain				
	Has the property b	een on	the market in	the la	ast 12 mo	onthe	? 🗆 Yes	🛛 No	lt	f yes, \$		list	price (incl	ude ML	S printout)
	To the best of your	^r knowle	dge, why did	it not	sell?										
	Unit Type: 🛛 si	ingle far	nily detached	ł	C conc	lo	🗌 со-ор			mobile h	ome				
	□ si	ingle far	nily attached		□ town	hous	se 🗌 modula	r							
	If condo or other asso	ciation e	xists: Fee \$	_	□mo	nthly	annually	Cur	rent?	Yes	🗆 No		delinquent?	\$	
	The fee includes:		nsurance		andscap	эе	Pool	🗌 Tennis			Other				
	Association Contac	ct:	Name:									Pho	ne No.:		
III. C	ITEM	1						1	COMP				COMP		ENUMBER 3
Addre		4450 Co	JBJECT ral Springs Drive,		3840 NW	110th	E NUMBER 1 Avenue,		3910	W 105th A	NUMBEF	12	1060	0 NW 37th	Street.
		Corai Sp	rings, FL 33065		Coral Spri		D/Corp		Coral	Springs, FL			Cora	l Springs, I	-L 33065 D/Corp
Sale	mity to Subject	\$			\$			REO/Corp				\$ 565,000			
		\$	Sq. Ft.	\$ 10	\$ 420,000 \$ 187.08 Sq. Ft			\$ 165.61 Sq. Ft.			500		\$176.51	, ,	
	Gross Living Area	Ψ	04.11.	\$ 187.08 Sq. Ft				· ·		Ft.					
	Date & on Market				d Date:1 mulative					e: 03/12 ive DOM					/14/2021 OM: 130
,	JE ADJUSTMENTS						+(-) Adjustment	-			+(-) Adjus	tment			+(-) Adjustment
		DES	CRIPTION		SCRIPTIO			DI	ESCRI	PTION	.()/.(0)40		DESCRI	PTION	
	s or Financing essions			Cash; FHA	Conventi	onal;	0	Cas	h; Conv	entional	0		Cash; Con FHA: VA	ventional	;
	tion (City/Rural)	City		City			0	City	,		0		City		
Lease	ehold/Fee Simple	Fee Si	mple	Fee	Simple		0	Fee	Simple	Э	0		Fee Simp	le	
Lot S	ize	10,859		9,015	5		0	11	,962		0		11,670		
View											-				
	n and Appeal	Averag	, 	Avera	0		0		rage		0		Average		
Quality Year	y of Construction	Averag 1973	je	Avera 1972	U U		0	Ave 197	rage 4		0		Average 1973		
Cond		Averag	ie	Avera			0	-	erage		0		Above Av	verade	-10.000
		-	Bdms Baths	Total	1 1	laths	-	Tota		Baths	-		Total Bdms	Baths	,
	e Grade n Count	10	6 4	8	5	3	10000	1 :	28	4	-10,	000	106	4	0
	s Living Area	3201	Sq. Ft.	2,245	Sq. F		66,920	3,1	70 So	. Ft.	2,170		3,201 S		0
	ment & Finished		No	-	04.1									9.10.	
Room	ns Below Grade		Sewer;	No	; Public Se	wor	0	No) ble; Publi	o Sowor:	0		No Coobi Com	ventional	0
	tional Utility	Public	Water	Publi	Water	wer;	0	Pu	blic Wate	er .	0		Cash; Conv FHA; VA	venuonai;	0
	ng/Cooling	Othe N/A	r	N/A	ntral		0	Č N/A	eiling Far entral; El	ectric	0		Central N/A		0
	gy Efficient Items	N/A No		N/A No			0	N/A			0		N/A No		0
	es, Patio, Deck										Ť				
	ace(s), etc.	Patic)	Pat	io		0	No)		0		Patio		0
	e, Pool, etc.	No		Fenc	е		0	Fen	ce / Pc	ol	15,000		Fence		0
Other	·														
Net A	dj. (total)			2 -	+ 🗌 -		\$76,920		+	-	\$7,170		□ + 🗹] -	\$ 10,000
	sted Sales Price of						\$ 496,920				\$ 532,	170			\$ 5 5 5 000
Comp	oarable						· · · ·				,,				^{\$} 555,000

Case 0:21-cv-61176-AHS Document 30-3 Entered on FLSD Docket 11/17/2021 Page 11 of 18

Loan #

IV. MARKETING STRATEGY

Occupancy Status: Occupied 🗹 Vacant 🗌 Unknown 🗌

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

V. REPAIRS

REO#

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

\$	\$
\$	\$
\$	\$
\$	\$
\$	\$

GRAND TOTAL FOR ALL REPAIRS \$_0

VI. COMPETITIVE L	ISTIN	GS													
ITEM SUBJECT					MPAR	NUMBER 1	COI	MPAR/	ABLE N	NUMBER. 2	COMPARABLE NUMBER. 3				
Address	4450 C Coral S	Coral Springs Drive, al Springs, FL 33065 Coral Springs, FL					FL 33065	L 33065 Coral Springs, FL 33065				37 Co	80 NW 1 ral Sprin	gs, FL 3	3065
Proximity to Subject					REO	/Corp[REO/Corp[Corp		REO/Corp		Corp
List Price	\$					\$	565,000			\$	599,000				450,000
Price/Gross Living Area	\$	Sq.F	-t.	\$185	.61Sq.F	-t.			2.02 Sq.	Ft.		\$187	.73 Sq.I	-t.	
Data and/or Verification Sources	MLS / Prope		oraisers		.S / operty /	Apprai	sers	MLS / Prope	erty App	oraiser	s		MLS / Property Appraisers		
VALUE ADJUSTMENTS	DE	SCRIPT	ION		SCRIPT		+ (-)Adjustment	DE	SCRIP	FION	+(-)Adjustment	DE	SCRIPT	ION	+(-)Adjustment
Sales or Financing Concessions				Cash; FHA;	Conver VA	ntional;		Cash; FHA; V	; Conve VA	ntional;		Cash;	Conve	ntional	
Days on Market and Date on Market				3				24				0			
Location (City/Rural)	City			City				City				City			
Leasehold/Fee Simple	Fee Simple			Fee	Simpl	le		Fee	Simp	le		Fee	Simp	le	
Lot Size	10,85	59		8,743	3			10,58	86			9,760			
View															
Design and Appeal	Avera	age		Avera	age			Average			Average				
Quality of Construction	Avera	age		Average				Aver	Average			Aver	age		
Year Built	1973			1973	1973			1972	2			1973			
Condition	Avera	9		Avera				Avera	-			Avera	<u> </u>		
Above Grade	Total	Bdms	Baths	Total	Bdms	Baths		Total	Bdms	Baths		Total	Bdms	Baths	
Room Count	10	6	4	10	6	4	0	10	6	4		8	5	3	
Gross Living Area	3,20	1 5	Sq. Ft.	3,0)44 (Sq. Ft.	10,990	2.9	65	Sq. Ft.	16,520	2.3	397	Sq. Ft.	56,280
Basement & Finished Rooms Below Grade	No)		No				N	0			N	lo		
Functional Utility	Public Se	ewer; Publ	ic Water	Public S	ewer; Pub	lic Water		Public S	Sewer; Put	olic Water		Public Sewer; Public Water			
Heating/Cooling	Other			Cent	ral			Cent	ral			Central			
Energy Efficient Items	No			No				No				No			
Garage/Carport	No			No				No				No			
Porches, Patio, Deck Fireplace(s), etc.	Pati	0		No				No				No			
Fence, Pool, etc.	No			No				No				No			
Other															
Net Adj. (total)				□+	□-	Ş	\$10,990	-+	-	- 9	616,520	□+	-	\$	56,280
Adjusted Sales Price of Comparable						Q	^{\$} 575,990			4	615,520			\$	506,280

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

	Market Value
AS IS	\$530,000

Suggested List Price \$565,000

REPAIRED 30 Quick Sale Value \$545,000

Last Sale of Subject, Price \$405,000

Date 12/10/2018

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

Currently one unit is available on the market, however it is only selling one side of property. All other properties used as active comparables are under contract. No repairs needed for top market value

Signature:

Stewart Green

Date: 10/21/2021

Page 2 of 2

CMS Publishing Company 1 800 235-1600 [0399]

RESIDENTIAL BROKER PRICE OPINION

Loan	#		,							
REO	#:	This BPO is the	Initial 2nd O	pinion 🗌 Upda	ted 🔀 Exterior Only	y DATE	Oct 2, 2021			
PROF	PERTY ADDRESS:	4450 Coral Springs								
i noi		Coral Springs, FL 3	3065		ROWER'S NAME:		operty Income Investors			
		SunCoast Realty		<u> </u>		Yvonne Biede	·			
	NAME:	-			PLETED BY:					
PHON	NE NO.	954-541-2020		FAX I	NO.					
I. GENERAL MARKET CONDITIONS							. 🖂			
	Current market cor				Slow Stable		mproving 🛛	Excellent		
	Employment condi		Declining			Increasing	mantha			
	Market price of this ty	pe property has:	500.00000	4	% in past	12	months			
			□ Increased □ Remained		% in past	12	months			
	Estimated percent	ages of owner vs. ter			.0 % ow	ner occupant	60 %	tenant		
		Normal supply	oversupply		nortage of comparab	•		tonant		
		er of comparable un			ienage ei eempalas	ie neurige in the i				
		stings in neighborho	0		ed: 0					
	No. of boarded or b			corporate curre	0					
II.	SUBJECT MA	RKETABILITY								
	Range of values in	the neighborhood is		to \$	610,000.					
	The subject is an	over improvem	ent 🗌 und	ler improvement	🔀 Appro	opriate improvem	ent for the neighbo	rhood.		
	Normal marketing			days.	- <i>v</i>					
		ancing available for t			□ No If no, exp		main a finale da MALC			
		een on the market in		•	-	5 <u>50,000</u> list	price (include MLS	printout)		
	_	knowledge, why did		short of a time or						
	erne i jper	ngle family detached		Co-op	🗌 mobile h	^{ome} X Mul	ti-Family			
		ngle family attached			r Current? Yes		delinguent? \$ 0			
	If condo or other asso			annually	Current? Tennis	□ No Fee o Othe				
	The fee includes:	□ Insurance ct: Name: N//	⊔ Landscape ∆				ne No.: N/A			
	Association Contac	ct: Name: N//	~			110				
		LOSED SALES	•							
		SUBJECT	COMPARABLE		COMPARABLE		COMPARABLE	NUMBER 3		
Addre		0000201	11171 NW 39 St. 3		11401 NW 43 S	-	10600 NW 37 St,			
	mity to Subject		1.1 miles 🕱 🕱 🤻	XONNXX		XXXXXXXXX		XXOOKX		
Sale		\$	\$ 610		\$ 660,		\$565,0			
	Gross Living Area	\$ Sq. Ft.	\$ 203 Sq. Ft		\$ 172 Sq. Ft.		\$ 177 Sq.			
	Date &	•	Sold Date: 7/23/	2021	Sold Date: 7/5/2	2021	Ft.			
	on Market		DOM- 5	2021	DOM- 4 days	.021	Sold Date: 4/1 DOM-130 day			
	JE ADJUSTMENTS	DECODIDITION	DECODUDITION	+(-) Adjustment	DECODIDITION	+(-) Adjustment	DECODIDITION	+(-) Adjustment		
Salas	s or Financing	DESCRIPTION	DESCRIPTION		DESCRIPTION		DESCRIPTION	., .		
	essions		none		none		none			
	tion (City/Rural)	suburban	suburban		suburban		suburban			
Lease	ehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple			
Lot S	ize	10,859 sqft	7,500		10,390 sqft		11,670 sqft			
View		residential	residential		residential		residential			
Quality	on and Appeal	one story	one story		one story		one story			
	y of Construction	average	average		average		average			
Year	y of Construction Built	average 1974	average 1975		average 1981		average 1973			
Year Cond	y of Construction Built lition	average	average		average		average			
Year Cond Abov	y of Construction Built lition e Grade	average 1974 average	average 1975 average		average 1981 average	-10,000	average 1973 average			
Year Cond Above Room	y of Construction Built lition e Grade n Count	average 1974 average Total Bdms Baths 2units 6 4	average 1975 average Total Bdms Baths 2units 6 4		average 1981 average Total Bdms Baths 4units 8 8	,	average 1973 average Total Bdms Baths 2units 6 4			
Year Cond Above Room Gross	y of Construction Built lition e Grade n Count s Living Area	average 1974 average Total Bdms Baths	average 1975 average Total Bdms Baths		average 1981 average Total Bdms Baths 8 8	-10,000	average 1973 average Total Bdms Baths			
Year Cond Above Room Gross Base	y of Construction Built lition e Grade n Count	average 1974 average Total Bdms Baths 2units 6 4	average 1975 average Total Bdms Baths 2units 6 4		average 1981 average Total Bdms Baths 4units 8 8	,	average 1973 average Total Bdms Baths 2units 6 4			
Year Cond Above Room Gross Base Room	y of Construction Built e Grade n Count s Living Area ment & Finished	average 1974 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional	average 1975 average Total Bdms Baths 2units 6 4 2,999 Sq. Ft.		average 1981 average Total Bdms Baths 4units 8 8 3844 Sq. Ft.	,	average 1973 average Total Bdms Baths 2units 6 4 3201 Sq. Ft.			
Year Cond Above Room Gross Base Room Funct Heati	y of Construction Built ition e Grade n Count s Living Area ment & Finished ns Below Grade tional Utility ng/Cooling	average 1974 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC	average 1975 average Total Bdms Baths 2units 6 4 2,999 Sq. Ft. none fully functional Central AC		average 1981 average Total Bdms Baths 4units 8 8 3844 Sq. Ft. none fully functional Central AC	,	average 1973 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC			
Year Cond Above Room Gross Base Room Funct Heati Energ	y of Construction Built ition e Grade n Count s Living Area ment & Finished ns Below Grade tional Utility ng/Cooling gy Efficient Items	average 1974 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC unknown	average 1975 average Total Bdms Baths 2units 6 4 2,999 Sq. Ft. none fully functional Central AC unknown		average 1981 average Total Bdms Baths 4units 8 8 3844 Sq. Ft. none fully functional Central AC unknown	,	average 1973 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC unknown			
Year Cond Above Room Gross Base Room Funct Heati Energ Garag	y of Construction Built e Grade n Count s Living Area ment & Finished ns Below Grade tional Utility ng/Cooling gy Efficient Items ge/Carport	average 1974 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC	average 1975 average Total Bdms Baths 2units 6 4 2,999 Sq. Ft. none fully functional Central AC unknown open parking		average 1981 average Total Bdms Baths 4units 8 8 3844 Sq. Ft. none fully functional Central AC	,	average 1973 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC			
Year Cond Above Room Gross Base Room Funct Heati Energ Garag	y of Construction Built e Grade n Count s Living Area ment & Finished ns Below Grade tional Utility ng/Cooling gy Efficient Items ge/Carport es, Patio, Deck	average 1974 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC unknown	average 1975 average Total Bdms Baths 2units 6 4 2,999 Sq. Ft. none fully functional Central AC unknown	led -45,000	average 1981 average Total Bdms Baths 4units 8 8 3844 Sq. Ft. none fully functional Central AC unknown	,	average 1973 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC unknown			
Year Cond Above Room Gross Base Room Funct Heati Energ Garag Porch Firepla	y of Construction Built ition e Grade n Count s Living Area ment & Finished ns Below Grade tional Utility ng/Cooling gy Efficient Items ge/Carport ues, Patio, Deck ace(s), etc.	average 1974 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC unknown open parking	average 1975 average Total Bdms Baths 2units 6 4 2,999 Sq. Ft. none fully functional Central AC unknown open parking Totally remode	led -45,000	average 1981 average Total Bdms Baths 4units 8 8 3844 Sq. Ft. none fully functional Central AC unknown open parking	,	average 1973 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC unknown open parking			
Year Cond Above Room Gross Base Room Funct Heati Energ Garag Porch Firepla Fence	y of Construction Built ition e Grade n Count s Living Area ment & Finished ns Below Grade tional Utility ng/Cooling gy Efficient Items ge/Carport es, Patio, Deck ace(s), etc. e, Pool, etc.	average 1974 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC unknown open parking none	average 1975 average Total Bdms Baths 2units 6 4 2,999 Sq. Ft. none fully functional Central AC unknown open parking Totally remode none	led -45,000	average 1981 average Total Bdms Baths 4units 8 8 3844 Sq. Ft. none fully functional Central AC unknown open parking none	,	average 1973 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC unknown open parking none none	similar		
Year Cond Above Room Gross Base Room Funct Heati Energ Garag Porch Firepla Fence Other	y of Construction Built ition e Grade n Count s Living Area ment & Finished ns Below Grade tional Utility ng/Cooling gy Efficient Items ge/Carport es, Patio, Deck ace(s), etc. e, Pool, etc.	average 1974 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC unknown open parking none	average 1975 average Total Bdms Baths 2units 6 4 2,999 Sq. Ft. none fully functional Central AC unknown open parking Totally remode none	led -45,000 \$-45,000	average 1981 average Total Bdms Baths 4units 8 8 3844 Sq. Ft. none fully functional Central AC unknown open parking none none	,	average 1973 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC unknown open parking none none	similar \$ 10,000 market	increase	
Year Cond Above Room Gross Base Room Funct Heati Energ Garag Porch Firepla Fence Other Net A	y of Construction Built e Grade n Count s Living Area ment & Finished ns Below Grade tional Utility ng/Cooling gy Efficient Items ge/Carport ues, Patio, Deck ace(s), etc. r	average 1974 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC unknown open parking none	average 1975 average Total Bdms Baths 2units 6 4 2,999 Sq. Ft. none fully functional Central AC unknown open parking Totally remode none none	-45,000	average 1981 average Total Bdms Baths 4units 8 8 3844 Sq. Ft. none fully functional Central AC unknown open parking none none	-59,000	average 1973 average Total Bdms Baths 2units 6 4 3201 Sq. Ft. none fully functional Central AC unknown open parking none none none -mosi		increase	

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IV. MARKETING STRATEGY

REO#

Loan #

Occupancy Status: Occupied 🛛 Vacant 🗌 Unknown 🗌

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

V. REPAIRS -no repairs noted from drive by inspection

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

\$	\$
\$	\$
\$	\$
\$	\$
\$	\$

GRAND TOTAL FOR ALL REPAIRS \$0

ITEM	-	SUBJE	ст	0					0				0				
		SUDJ	-01	COMPARABLE NUMBER 1			COMPARABLE NUMBER. 2			COMPARABLE NUMBER. 3							
Address				11320) NW 3	5 CT			11170		OTH St		112		35th S		
Proximity to Subject				1.6 mile	es RABEOO				1.1 mil	es	rke Ox	XXX QXXX	1.5 mil	es	REOX	XXXXP[X	3
List Price		50,000				\$	625,0	000			\$ 5	99,000			\$!	565,00	0
Price/Gross Living Area	\$ 320)1 Sq.F	t.	\$	Sq.F	't.			\$	Sq.F	⁻ t.		\$	Sq.F	t.		
Data and/or Verification Sources	MLS &	Tax rolls	i		MLS & Tax rolls				MLS & Tax rolls			MLS & Tax roll		olls			
VALUE ADJUSTMENTS	DE	SCRIPT	ION	DESCRIPTION			+ (-)Adjustment	DESCRIPTION		+(-)Adjustment	DESCRIPTION		+(-)A	djustment		
Sales or Financing Concessions	none			м	NONE				none			none					
Days on Market and Date on Market	DOM- Listed:	11 : 9/21/20	21		M- 60 : 8/5/20)21		ontract ending		M-20 t: 9/13/	2021	contract pending	DOM Listed	- 23 d: 9/10/	/2021		ntract nding
Location (City/Rural)	suburb	ban		suburb	ban				suburt	ban			suburb	ban			
Leasehold/Fee Simple	Fee Si	imple		Fee Si	imple				Fee S	imple			Fee Si	mple			
Lot Size	10,	859 sq	ft	12,1	17 sqft		-13	00	85	50 sqft		2300	874	3 sqft		21	00
View	reside	ntial		reside	ntial				reside	ntial			reside	ntial			
Design and Appeal	one st	ory		one story				one story			one story						
Quality of Construction	averag	je		averag	ge				averaç	je			averag	je			
Year Built		1974		1973					1972			1973					
Condition	averag	,	-	averag	, 				avera	,			averag	,			
Above Grade	Total	Bdms	Baths	Total	Bdms	Baths			Total	Bdms	Baths		Total	Bdms	Baths		
Room Count	2units	6	4	2units	4	4			2units	6	4		2units	6	4		
Gross Living Area	32	01 8	Sq. Ft.	332	5 5	g. Ft.	-11,	000	296	5 3	Sq. Ft.	21,700	304	4 8	Sq. Ft.	14,40	0
Basement & Finished Rooms Below Grade	none			none					none				none				
Functional Utility	fully fu	nctiona	l	fully functional					fully functional			fully functional					
Heating/Cooling	Centra	I AC		Centra	al AC				Centra	al AC			Centra	al AC			
Energy Efficient Items	unknov	wn		unkno	wn				unkno	wn			unkno	wn			
Garage/Carport	open p	arking		open p	barking		-10,	000	open p	barking			open p	barking			
Porches, Patio, Deck Fireplace(s), etc.	none			none	+2- ga	rages			none				none				
Fence, Pool, etc.	none	none		none					none			none					
Other	none	none		none					none	none			none -most similar		r		
Net Adj. (total)				□+	⊿-	Ş	\$-22,3	300	⊠+	-	- \$	24,000	⊠+	□-	\$	16,5	00
Adjusted Sales Price of Comparable						9	\$ 602	2,700			\$	623,000			\$	581,	500

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

	Market Value	Suggested List Price
AS IS	\$575,000	\$595,000
REPAIRED	\$575,000	\$595,000

Last Sale of Subject, Price \$405,000 Date 12/10/2018

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

This drive-by BPO was done using the traditional comparable comparison and may not reflect the true value of subject using a Commercial comparison technique of income approach. Subject's income was not available at the time of this report.

Due to a lack of comps in close proximity had to go over 1 mile to find comps. Comparison emphasis was placed on living area sq ft, size of lot and number of units.

Gvonne Biederman Signature:

Date: 10/2/2021

Fannie Mae Revised 03/99

DIGITAL PHOTO ADDENDUM

FILE #

Contact: Subject photos

Address: 4450 Coral Springs Dr, Coral Springs, FL 33065

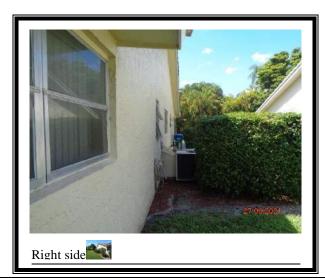
Date Oct 3, 2021













Left side

DIGITAL PHOTO ADDENDUM

FILE #

Contact:

Address: Comparable- Active and Solds

Date:



List 1: 11320 NW 35th Ct 33065



List 2: 11170 NW 39th St, 33065



List 3: 11220 NW 35th St, 33065









🟫 Listing



Residential I 4450 Coral Sp				
CORAL SPRING	GS, FL 33065			
ML#:	R10746944	List Price:	\$550,000	
Rng Price:				
LLP:		Status:	Active	
Short Sale:	No	REO:	No	
Listing Brkr:	FLL276537404 /Local Real I	<u>state Co</u>		
County:	Broward County			
Area:	3611		Auction:	No
Geo Area:			,	
Legal:	CHEVY CHASE AMD PLAT O	F BLKS A THF	RU G 70-49	B LOT 2 BLK
	E	_		
Total Units:	2	# Stories:		
SqFt (Liv):	3,201	Tot SqFt:	3,201	
SqFt (Adj):				
Bld Ar/Src:				
Year Built:				
Virtual Tour:	Click Here			

Recent: 09/21/2021 : New : ->A

						Location I	nforma	tion		
Folio#: Municipal Code: Subdivision #: Model Name:	<u>484</u>	4117	705190	<u>0</u>		Parcel #: Town/Range Map Coord:	4841 :	Section Zoning:		
Subdivision:	СН	EVY	CHASE	AMD PLAT	OF B	Development General I		tion		
Type Property:		uple			Co Lr	nd Code:				
Style: Style 2:	10	2-D	uplex					SS Addend: No		
Appr Lot Size: Lot Desc: Waterfront: Water Access:	Le No	ess 1	Acre Than 1/	4 Acre Lot						
Water Frontage: Spa:					Pool:	No				
Construction: Roof Desc: Floor: Boat Services:	Ba	arre	Constru Roof, S oors	ction Slate Roof	FUUL					
boat Services.						Ren	narks			
Driving Directior Broker Remarks	ns: :	DO APF Tak PLE sub the	NOT D ROVAL e Wiles ASE US mitted proper	ISTURB TE REQUIRED west to Co E SHOWIN via the atta ty without	NANTS O WITH O oral Sprin IG TIME. ached pu authoriza	PR GO ON THE P OFFER Please Send all rchase and sale ation from the li to register your	ROPERT . Found question agreem sting ag	cess to place a bid. FLYER ATT, Y WITHOUT LISTING AGENT. P at right hand side after fist intens to secproperties@localreco.c ent, WITH PROOF OF FUNDS C ent. Do not disturb tenants.Ple nd confirm you have red all the	ROOF OF FUND/ ersection, second com. All offers m DR PRE-APPROVA ase email	PRE- l property. ust be .L. Do not visi
# HR Eff BD 1 No 3 Equipment:	FB 2		SF 1,600	MoInc \$1,350	Fur Unfurn	Lse End		Rooms	Prkg Open Prkg	#Unit
2 No 3 Equipment:	2	0	1,600	\$1,850	Unfurn				Open Prkg	
						Additional	Inform	ation		
Gas:						Sep Mtr:	No	Cable:	# Prk:	
Rent Includes: Window Treat: Exterior Feat: Heating: Cooling:	Nor Oth Oth	er						Ceil Fan:		
Sprinkler: Water: Storm Protect:	Pub	lic V	Vater			Sewer:	Sewer			

Green Energy: **Financial Information** Assumable: \$/SOH Value: Assessed \$: **Total Mortg:** Terms: All Cash, Conventional Type of Assoc: Assoc Fee: Assoc Fee Pd: Flood Zone: **Tax Amount:** 2020 \$9,091 Tax Year: Owner Agent: Yes Tax Info: Special Info: Possession Info: Funding Info Available: Mult Offers : Bonus: Spec Assess: PACE: Hardship Pkg: **Income/Expense Information Gross Rent Inc:** Annual NOI: \$38,400 Annual Tot Exp: **Expenses Include RE Tax:** Water/Sewer: Insurance: Mgmt: **PP Tax:** Electric: Trash: Acct/Legal: Janitor: Adv/Lic/Prm: Lawn Maint: Pool Svc: Extermin: Maint/Repair: **Replace Resrv:** Gas/Oil: Supplies: Miscellaneous: Agent/Office Information Office: FLL276537404 /Local Real Estate Co Agent Ph: (561) 789-6391 Agt Ph 2: Agent: FLL603336443 /Steve Mossini Ofc Addr: 4260 NW 1st Avenue Office Fax: Boca Raton, FL 33431 **Agent Email:** Agent License: steve@localreco.com Office Ph: (561) 571-1502 CoOffice: FLL276537404 /Local Real Estate Co CoOfc Ph: (561) 571-1502 FLL3493832 /Daniel Otten CoAgent: CoAgt Ph: (954) 650-5550 daniel@localreco.com CoAgt Email: **Own Phone:** Owner Name: Miranda Soto as Rece Buy Agt Comp: 2% NonRep Cmp: 0% Trans Brk Comp: 2% VAR Dual Rt: No AVM: Yes **Blogging:** Yes Addrs on Inet: **OK to Advertise:** Yes Contingencies: **Photo Instr:** Joint Agcy: **Exclusive Agency Occupancy:** List Type: Show Instr: Appointment Only, Showing Assist Prev LP: List Date: Stat Change Dt: 09/21/2021 **Expire Date:** Oria LP: \$550,000 Pending Dt: DOM: Internet: 11 Yes Withdrn Dt: Closing Dt: Expct Clse Dt: Intrnt URL: **Intrnt Rmrks:** Board: **R-RAPB/BeachesMLS**

ADA Complant: -cv-61176-AHS Document 30-3 Entered on FLSD Docket 11/17/2021 Page 17 of 18 Green Energy:

Prepared By: Yvonne Biederman

Date Printed: 10/02/2021 05:05 PM

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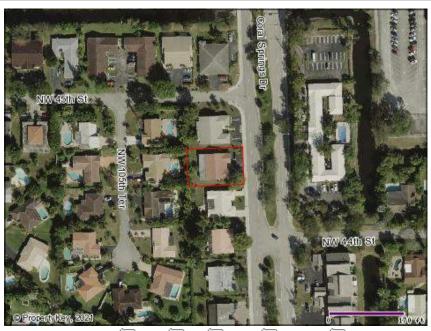


Southeast Florida MLS - IMAPP Broward County Tax Report - 4450 CORAL SPRINGS DR, CORAL SPRINGS, FL 33065-2359

Report Prepared By Yvonne Biederman

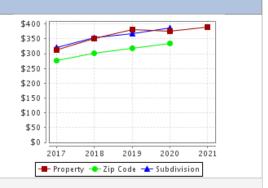
PID # 4841-17-05-1900 Property Type: Other/Unclassified **Property Address:** 4450 CORAL SPRINGS DR CORAL SPRINGS, FL 33065-2359 **Current Owner:** PROPERTY INCOME INVESTORS 4450 LLC Tax Mailing Address: 7301 WILES RD STE 108 CORAL SPRINGS, FL 33067-4105 Use Code: 08 / MULTIFAMILY 2-9 UNITS Total Land Area: 0.2493 acres / 10,859 sf Land Areas: 1. Multifamily 2-9 Units (08) Waterfront: No - 57 Subdivision: CHEVY CHASE AMD PLAT OF BLKS A THRU G Census Tract/Block: 020325 / 1002 Twn: 48E / Rng: 41S / Sec: 17 Block: / Lot: Latitude: 26.285365 Longitude: -80.266784 Legal Description: CHEVY CHASE AMD PLAT OF BLKS A THRU G 70-49 B LOT 2 BLK E

PROPERTY INFORMATION



🕅 Active 📖 Sold 🎮 Pending 🚺 Withdrawn 🕅 Expired

		VALUE INFORMATION					
	<u>2017 2018 2019 202</u>						
Building Value:	\$237,810	\$276,900	\$305,290	\$300,130	\$315,620		
Ag Value:							
Land Value:	\$76,010	\$76,010	\$76,010	\$76,010	\$76,010		
Just Market Value:	\$313,820	\$352,910	\$381,300	\$376,140	\$391,630		
Percent Change:	- n/a -	12.46%	8.04%	-1.35%	4.12%		
Total Assessed Value:	\$251,960	\$277,150	\$381,300	\$376,140	\$391,630		
Homestead Exemption:	NO	NO	NO	NO	NO		
Total Exemptions:	\$0	\$0	\$0	\$0	\$0		
Taxable Value:	\$313,820	\$352,910	\$381,300	\$376,140	\$391,630		
Total Tax Amount:	\$6,645.01	\$7,221.14	\$9,225.01	\$9,090.91	-n/a-		



Taxing 2812 District(s): *Non-Ad

 *Non-Ad
 CORAL SPRINGS STORMWATER (\$178.70) SUNSHINE DRAINAGE 1 (\$257.46) CORAL

 Valorem
 SPRINGS SOLID WASTE (\$580.00) CORAL SPRGS FIRE SERV ASSMT (\$468.00)

 Levies:
 SPRINGS SOLID WASTE (\$580.00) CORAL SPRGS FIRE SERV ASSMT (\$468.00)

*Preliminary Values Collected From Florida DOR Preliminary NAL files, July-Aug 2021

			BUILD	ING INFORMATION		
1. APARTMENTS		Area: 3,201 sf Area: 3,201 sf	Year Built: 1974 act / 19 Stories: 1.0	Units: 2		
Flooring: Roof Type:	Exterio Fuel:	or: CO	NCRETE BRICK CO	MPOSITION	Interior: Garage:	PLASTER
Roof Material: <u>Feature</u>	Heat:	<u>Units/Size</u>	<u>Dimensions</u>	<u>Feat ure</u>	Pool: <u>Units/Size</u>	No Dimensions
PAVERS/PATIOS, F		170 1,360 SF	170 x 1 136 x 10	COMMERCIAL ASPHALT PAVING	8	8 × 1

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EXHIBIT "4"

NOTICE OF SALE OF REAL PROPERTY

LEGAL NOTICE: Pursuant to 28 U.S.C. § 2001, Miranda L. Soto, as the Court-appointed Receiver in SECURITIES AND EXCHANGE COMMISSION v. PROPERTY INCOME INVESTORS, LLC et al., Case No. 21-61176-CIV-SINGHAL (S.D. Fla.), will conduct a private sale of the real property located at 4450 Coral Springs Drive, Coral Springs, FL 33065 to Pierre E. Batravil "as is" and free and clear of all liens, claims or encumbrances for \$550,000.00. Any person interested in making a bona fide offer that guarantees at least a ten percent (10%) increase over this price (i.e., an offer of at least \$605,000.00) must make such an offer in accordance with terms of the Receiver's "Unopposed Motion to Approve Private Sale of Real Property Located at 4450 Coral Springs Drive, Coral Springs, FL 33065" and the Court's Order approving that Motion, which documents are located on the Receiver's website at www.propertyiireceivership.com, and such offer must be made and received on or before , 2021 (the "Bid Deadline") by mail to Jordan D. Maglich, Buchanan 5:00 p.m. EST on Ingersoll & Rooney PC, 401 East Jackson Street, Suite 2400, Tampa, Florida 33602, or by email to piireceiver@bipc.com. Any offers received after the Bid Deadline will not be considered. For additional details, visit the Receiver's website or contact the Receiver's counsel at (813) 222-2098.