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

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

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

Defendants.

RECEIVER'S UNOPPOSED MOTION TO APPROVE PRIVATE SALE OF REAL PROPERTY LOCATED AT 4020 RIVERSIDE DRIVE, CORAL SPRINGS, FLORIDA 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 4020, LLC ("PII 4420") and located at 4020 Riverside Drive, Coral Springs, Florida 33065 (the "Property"). As further detailed below, the Receiver has entered into the Purchase and Sale Agreement attached as Exhibit 1 to sell the Property on a strictly "as is" basis for \$775,000.00 to Corey and Sebrina Sawyer (the "Purchaser"). The Receiver seeks entry of an Order in substantially the form as Exhibit

2 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 satisfaction of an underlying mortgage (which includes amounts advanced to cover the 2020 and 2021 property taxes) and the payment of standard closing costs, the Receiver anticipates that the proposed sale will generate gross proceeds of approximately \$300,000 for the Receivership Estate. The proposed sales price is also nearly 70% higher than the price previously paid in 2017 by PII 4020. In support, the Receiver states as follows:

I. RELEVANT BACKGROUND

On June 7, 2021, Plaintiff Securities and Exchange Commission filed a 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.* 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.* 17(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, and to date the Court has approved the sale of two of those properties. Docs. 32-33.

A. Procedures Applicable To The Sale Of Real Property

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 two-thirds of the appraised value. Before confirmation of any private sale, the terms thereof shall be published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation. The private sale shall not be confirmed if a bona fide offer is made, under conditions prescribed by the court, which guarantees at least a 10 per centum increase over the price offered in the private sale. 28 U.S.C. § 2001(b).

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 disinterested licensed real estate professionals where the pertinent property was subject to a competitive bidding process on the open market and where the Receiver has been represented by a Listing Agent.

B. The Property, the Receiver's Marketing Efforts, and the Proposed Sale

The Property was purchased by Receivership Entity PII 4020 in December 2017 for \$468,000, and the purchase price was funded using funds raised from investors. The Property is a one-story multi-family residential property consisting of four units which are 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 \$800,000.00, and the listing was advertised through multiple platforms. The marketing materials were also published on the Receiver's public website at www.propertyiireceivership.com/assets-for-sale 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 over two months, and the Receiver ultimately received and reviewed four offers for the Property ranging from \$605,000.00 to \$750,000.00. Notably, all of the offers were below the listing price. The Receiver entered into discussions with Purchaser regarding their initial \$750,000.00 offer, and the Receiver and Purchaser ultimately agreed to a \$775,000.00 sales price. After armslength negotiations over purchasing, inspection, and other material terms, the Receiver and Purchaser both executed the Purchase and Sale Agreement on November 4, 2021, and Purchaser subsequently timely deposited \$10,000.00 as earnest money with a designated escrow agent. The Purchase and Sale Agreement contained both an inspection and financing contingency 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, which
has now expired, and is ready to close, having allowed the inspection deadline to expire
without terminating the contract.

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, this Court and other courts have regularly approved a receiver's use of BPO's to comply with Section 2001(b). *See* Docs. 32-33; *see also 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 \$540,000, \$640,000.00, and \$816,000.00, respectively. The Receiver submits that the proposed sales price of \$775,000.00 is fair and reasonable as it (i) exceeds two of the three Valuations and is also higher than the \$665,333.33 average of the three Valuations, (ii) is the highest of four offers received for the Property, all of which were under the \$800,000.00 listing price, and (iii) significantly exceeds the Broward County Property Appraiser's 2021 value assessment of \$432,120.00. 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 \$775,000.00 is substantially greater than \$445,773.33, which is two-thirds of the average of the Valuations.² The sales price is also 65% higher than the price previously paid by PII 4020.

¹ As the Receiver was tasked with selling seven properties, 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.

 $^{^{2}}$ \$540,000.00 (BPO 1) + \$640,000.00 (BPO 2) + \$816,000.00 (BPO 3) = \$1,996,000.00. The average of those Valuations is \$665,333.33. 67% of that amount is \$445,773.33.

C. Encumbrances on the Property to be Resolved at Closing

In or around January 2020, PII 4020 obtained a mortgage in the amount of \$374,000 on the Property (the "Mortgage"). The Receiver has been in communication with the mortgage lender's counsel and has requested an updated payoff amount which she understands includes accrued interest, a prepayment premium, amounts advanced to satisfy the 2020 and 2021 property taxes, and other fees and obligations. The Receiver also understands that the mortgage lender has agreed to waive a portion of the accrued interest given the nature of this proceeding. The Receiver intends to satisfy the Mortgage out of the proceeds of the proposed sale of the Property 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 Mortgage 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 encumbrances are discovered during a title search, to the fullest extent possible, they will be resolved efficiently and routinely at closing.

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 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 — www.propertyiireceivership.com — 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 eight hundred fifty-two thousand five hundred dollars and 00/100 cents (\$852,500.00) (the "Written Overbid") (reflecting at least a ten percent (10%) increase over the purchase price set forth in the Purchase and Sale Agreement);
- 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</u>

<u>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 Court³; 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.

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.

³ In the event the final purchaser is not Purchaser, the Receiver will return Purchaser's earnest money deposit.

III. ARGUMENT

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 – including this Court – 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 Docs. 32-33; see also 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. The Court Should Approve the Proposed Sale and Overbid Procedures

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%) 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 is well in excess of the required two-thirds of the average of the Valuations of the Property; 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 proposed \$775,000.00 sale price satisfies Section 2001(b)'s appraisal requirement because it exceeds two of the three Valuations as well as the average of the three Valuations (and thus significantly exceeds \$445,773.33, which is two-thirds of the average of the three Valuations) and was obtained in a competitive process that was

widely publicized and generated multiple competing offers. 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.

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 Mortgage 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. In sum, the Receiver submits that the proposed

⁴ 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."

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**:

- 1. Accepting and taking judicial notice of the three attached Valuations of the Property attached as **Composite Exhibit 3**;
- 2. 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 4020 Riverside Drive, Coral Springs, Florida 33065 from the Receiver (on behalf of Receivership Entity Property Income Investors 4020, 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

Regions Bank v. Egyptian Concrete Co., 2009 U.S. Dist. LEXIS 111381 at *18-19 (E.D. Mo. Dec. 1, 2009) (citations omitted).

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 Nicolosi and Brodman have indicated they do not take any position on the requested relief.

Respectfully submitted,

BUCHANAN INGERSOLL & ROONEY PC

/s/ Raquel A. Rodriguez

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Attorneys for Receiver Miranda L. Soto

CERTIFICATE OF SERVICE

I hereby certify that on December 2, 2021, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which will send a Notice of Electronic Filing to the following counsel of record:

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

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

I further certify that on December 2, 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.
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Boca Raton, Florida 33431-5133
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Counsel for Defendant Larry Brodman

Larry Brodman
Larrybro58@gmail.com

/s/ Jordan D. Maglich

Attorney

4873-0538-0613, v. 1

SEC vs. Property Income Investors LLC, et al CASE NO.: 21-61176-CIV-SINGHAL

EXHIBIT "1"

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter "Agreement"), is entered into this 4th day of November 2021, by and between Corey and Sebrina Sawyer (hereinafter, the "Buyer") and Miranda L. Soto, Receiver for Property Income Investors 4020 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 Orders, include her taking custody, control and possession of all Receivership Property, including the real property located at 4020 Riverside Drive, 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 4020 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 4020 Riverside Drive, Coral Springs, FL 33065, better known as Broward County Property Appraiser's Account Number 484114012960; 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; and

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 Seven Hundred Seventy-Five Thousand Dollars (\$775,000.00).

This Agreement is contingent upon approval by the Receivership Court and (1) compliance with the publication procedures required by 28 U.S.C. § 2001(b), and (2) the non-receipt by Seller of a bona fide offer, under conditions prescribed by the Court, as described in 28 U.S.C. § 2001(b) (a "Bona Fide Offer"). 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 similar to the form as Exhibit "B" attached hereto (the "Order") 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 sole and exclusive remedy 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>: Reliance Title Services – Belkis Camacho 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 Ten Thousand Dollars (\$10,000.00) in readily available funds as an earnest money deposit ("Earnest Money Deposit") into the IOTA (IF APPLICABLE) trust account of Reliance Title Services – Belkis Camacho. 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 \$581,250.00 or less with a fixed term of 30 years within 21 calendar days after the date this Agreement is fully signed by all parties (the "Contingency Period"). 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 provides written notice terminating this Agreement to Seller within the Contingency Period, 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. <u>Closing and Closing Agent</u>: 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. Reliance Title Services Belkis Camacho 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 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 seven (7) 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. <u>Damage or Destruction</u>: 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. <u>Real Estate Brokers</u>: 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 Lysandra Russell of Coldwell Banker 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.
- (e) In the event that this Agreement shall terminate in accordance with the provisions hereof, and in the absence of breach, all funds and documents deposited shall be returned to the depositor thereof and neither party shall be under any further obligation to the other by reason of this Agreement.
- (f) This offer is open for acceptance by delivery of a fully executed original hereof, 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.
- (g) Notices may be delivered to Seller at the email address <u>piireceiver@bipc.com</u> or via Seller's Agent at the email address <u>secproperties@localreco.com</u> and to Buyer's Agent at the email address <u>lysandra.russell@floridamoves.com</u>.
- (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

Corey Sawyer

11/04/21

Corey Sawyer

Sebrina Sawyer Sebrina Sawyer **SELLER**

Miranda Soto

11/04/21

Miranda L. Soto, Receiver for Property Investors 4020, LLC

BROKERS' ACKNOWLEDGEMENT

Daniel Otten of Local Real Estate Co. and Lysandra Russell of Coldwell Banker 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	11/04/21	
Daniel Otten		
Local Real Estate Co.		11/04/2
Seller's Agent		
Lysandra Russell	11/04/21	
Buyer's Agent		





EXHIBIT A TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION

LOT 23, BLOCK N, CORAL SPRINGS SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED PLAT BOOK 59, PAGE 30, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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 <i>Securities and Exchange Commission v. Property Income Investors, LLC, et al.</i> ; 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
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	e of:				
Witness signature	Miranda L. Soto, Receiver for				
Printed name	_				
Witness signature	_				
Printed name	_				
STATE OF FLORIDA					
COUNTY OF MIAMI-DADE					
	acknowledged before me this day of to, Receiver for				
	Notary Public Print Name:				
	My Commission Expires:				
Personally Known (OR) Produced Id Type of identification produced					

EXHIBIT 1 TO RECEIVER'S DEED COURT ORDER

EXHIBIT 2 TO RECEIVER'S DEED

LEGAL DESCRIPTION

LOT 23, BLOCK N, CORAL SPRINGS SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED PLAT BOOK 59, PAGE 30, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SEC vs. Property Income Investors LLC, et al CASE NO.: 21-61176-CIV-SINGHAL

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 9007, LLC, PROPERTY INCOME INVESTORS 417, LLC, PROPERTY INCOME INVESTORS 4450, LLC, PROPERTY INCOME INVESTORS 4450, LLC, PROPERTY INCOME INVESTORS 3050, LLC, LARRY B. BRODMAN, and ANTHONY NICOLOSI (f/k/a ANTHONY PELUSO),

Defenda	ınts.		

ORDER

THIS CAUSE comes before the Court for consideration of the Receiver's Unopposed Motion to Approve Private Sale of Real Property Located at 4020 Riverside 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 4020 Riverside Drive, Coral Springs, FL 33065 (Doc. __) is **GRANTED**;

2. The Court hereby **APPROVES** the sale of the real property located at 4020 Riverside Drive, Coral Springs, FL 33065, also known as Parcel ID Number 484114012960 and with the following legal description:

LOT 23, BLOCK N, CORAL SPRINGS SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED PLAT BOOK 59, PAGE 30, 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 \$775,000.00 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 Corey and Sebrina Sawyer 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.

Hanayahla Daga Singhal

Honorable Raag Singhal United States District Judge 4876-6019-3029, v. 1

3

SEC vs. Property Income Investors LLC, et al CASE NO.: 21-61176-CIV-SINGHAL

COMPOSITE EXHIBIT "3"

RESIDENTIAL BROKER PRICE OPINION

Luaii	π								
REO	#:	This BPO is the	☐ Initial ☐ 2nd O	pinion 🗌 Upda	ted 🛭 Exterior Only	/ DATE	11/15/2021		
PROPERTY ADDRESS: 4020 Riverside Dr. #1-4 Coral Springs, FL 33065		4020 Riverside	liverside Dr. #1-4 s		SALES REPRESENTATIVE:				
		BORF	BORROWER'S NAME:						
FIRM NAME: Coldwell Banker		r LLC	COMF	PLETED BY:	Tayler Tremblay				
PHO	NE NO.	561-414-0341		FAX N	NO.				
I.	GENERAL MA	RKET CONDITI	ONS						
•	Current market cor		☐ Depressed		Slow .	Stable	Improving 🗸	Excellent	
	Employment condi	tions:	☐ Declining		Stable	Increasing			
Market price of this type property has:		pe property has:	☐ Decreased		% in past		months		
			Increased		% in past		months		
	Cation at a display a suppose		Remained	4	0 % 0.w	ner occupant	60 %	tenant	
	· —	ages of owner vs. ter Normal supply	oversupply	····/ —		·		teriarit	
There is a \square Normal supply \square oversupply \square shortage of comparable listings in the neighborhood Approximate number of comparable units for sale in neighborhood:									
	No. of competing listings in neighborhood that are REO or Corporate owned:								
	No. of boarded or b			•	0				
	CUD IFOT MAI								
II.	SUBJECT MAI	the neighborhood is	¢ 470,000	to \$	900,000				
	The subject is an	over improveme	Ψ	to \$ ler improvement		 priate improvem	ent for the neighbor	hood.	
	Normal marketing	time in the area is:	91	days.	·				
	Are all types of fina	ancing available for t	ne property?	✓ Yes	□ No If no, exp	-			
	· · ·	een on the market in		•	-	800,000 list	price (include MLS	printout)	
		knowledge, why did		t listed 23 day					
		ingle family detached ingle family attached		☐ co-op se ☐ modula	☐ mobile h	ome 🗸 M	ulti-Family		
	If condo or other asso		□monthly	annually	Current?	□ No Fee	delinquent? \$ 0		
	The fee includes:	☐ Insurance	☐ Landscape	☐ Pool	☐ Tennis	Othe	er 0		
	Association Contac	ct: Name: n/a				Pho	ne No.: n/a		
				1					
III. C	ITEM	SUBJECT	COMPARABLE	NI IMBER 1	COMPARABLE	: NI IMRER 2	COMPARABLE	NIIMBER 3	
Addre		T SOBJECT	4050 Woodside		COMPARABLE NUMBER 2 4110 NW 79th Ave, 33065		COMPARABLE NUMBER 3 2622 NW 82nd Ter, 33065		
	mity to Subject		.3 miles REC	•	.12 miles REO/Corp		1.2 miles REO/Corp		
Sale	1	\$	\$ 700,	000			\$510,00	0	
Price/	Gross Living Area	\$ Sq. Ft.	\$ 263 Sq. Ft		\$ 187 Sq. Ft.		\$ 153 Sq. Ft.		
	Date & on Market		Sold: 8/13/202 DOM: 140 day					Sold: 8/31/2021 DOM - 78 days	
	JE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	
Sales	s or Financing	5_00	None						
	essions				None		None		
	tion (City/Rural) ehold/Fee Simple	Suburban Fee Simple	Suburban Fee Simple		Suburban Fee Simple		Suburban Fee Simple		
Lot S		7,500 sq ft	7,787 sq ft		8,668 sq ft	+1,000	11,898 sq ft	-3,500	
View		Residential	Residential		Residential		Residential		
	gn and Appeal	One Story	One Story		One Story		One Story		
Qualit Year	y of Construction	Average 1973	Average 1970		Average 1972		Average 1980		
Cond		Average	Average		Average		Average		
Abov	e Grade	Total Bdms Baths	Total Bdms Baths		Total Bdms Baths		Total Bdms Baths		
Roon	n Count	4 units 5 4	4 units 8 4		2 units 6 4		2 units 6 4		
	s Living Area	2915 Sq. Ft.	2840 Sq. Ft.	+7,000	2740 Sq. Ft.	+10,000	3339 Sq. Ft.	-40,500	
	ment & Finished ns Below Grade	None	None		None		None		
Func	tional Utility	Fully Functional	Fully Functional		Fully Functional		Fully Functional		
	ng/Cooling	Central AC	Central AC		Central AC		Central AC		
	gy Efficient Items ge/Carport	Unknown Open Parking	Unknown Open Parking		Unknown Open Parking		Unknown Open Parking / +2	carport	
	nes, Patio, Deck						1		
	ace(s), etc.	None	None		None		None		
	e, Pool, etc.	None	None	40.000	None		None		
Other			Updated, remodeled + -	-40,000 \$33,000	□ + □ -	\$11,000	□ + ☑ -	\$44,000	
	Adj. (total) sted Sales Price of				w + L -			• •	
•	narahla			\$ 667,000		\$ 530,000		\$ 466,000	

REO#					Loan #	ŧ		
IV. MARKETING ST	RATEGY	Occu	pancy Status:	Occupied 🗸	Vaca	nt 🗌 Unk	nown 🗌	
☑ As-is ☐ Mini	mal Lender Required	d Repairs □ Rer	naired Most I	_ikely Buyer: □	l Owne	er occupant	✓ Investor	
	mai Lender Hequirec	artepairs — rtep	Janea Most L	ikely buyer.	OWITE	occupant	V IIIVESTOI	
V. REPAIRS Itemize ALL repairs	needed to bring propert	y from its present "as	s is" condition to a	average marketal	ole con	dition for the r	neighborhood.	
Check those repairs	you recommend that w	e perform for most su	uccessful marketi	ng of the property	y.			
日 ———		\$					\$	
		*					\$	
		\$					\$	
		ND TOTAL FOR A						
		ND TOTAL TOTAL	ILL HEFAINS	Ψ				
VI. COMPETITIVE L	SUBJECT	COMPARABLE	NI IMRED 1	COMPARAB	RI E NII	IMRER 2	COMPARABLE	E NI IMBER 1
	GODULO1	4391 NW 75th A		3690 NW 80			7543 NW 44th	
Address Proximity to Subject		.7 miles REO/Corp		.3 miles R		-		O/Corp□
List Price	\$ 800,000		\$ 699,900	.o mileo		99,000	. 1 1111100 112	\$749,999
Price/Gross Living Area	\$ 274 Sq.Ft.	\$ 217 Sq.Ft.		\$ 181 Sq.Ft.			\$ 243 Sq.Ft.	
Data and/or Verification Sources	MLS & Tax Rolls	MLS & Ta	x Rolls	MLS & Tax	Rolls	;	MLS & Tax	(Rolls
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-)Adjustment	DESCRIPTIO	ON	+(-)Adjustment	DESCRIPTION	+(-)Adjustmer
Sales or Financing		Nana		Nana			None	
Concessions	DOM: 22 dave	None DOM - 13 days		None 100 c	Ja			
Days on Market and Date on Market	DOM: 23 days Listed: 9/21/2021	Listed: 9/20/202	21	DOM - 108 d Listed: 6/14/	ays 2021		DOM - 84 days Listed: 7/11/20	
Location (City/Rural)	Suburban	Suburban		Suburban			Suburban	
Leasehold/Fee	Foo Simple	Fee Simple		Ego Simple	0		Fee Simple	
Simple	Fee Simple 7,500 sq ft	11,112 sq ft	-4,000	Fee Simple 9,930 sq ft		-3,000	8,985 sq ft	-2,000
Lot Size View	Residential	Canal Front	-4,000	Residential		-5,000	Residential	-2,000
Design and Appeal	One Story	One Story		One Story			Two Story	
Quality of Construction	Average	Average		Average			Average	
Year Built	1973	1975		1972			1985	
Condition	Average	Average		Average			Average	
Above Grade	Total Bdms Baths 4 units 5 4	Total Bdms Baths 2 units 7 4	-5,000	Total Bdms 2 units 5	Baths 4		Total Bdms Ba	ths F 000
Room Count Gross Living Area	4 units 5 4 2915 Sq. Ft.	2 units 7 4 3215 Sq. Ft	· ·			+10,000	units 0 4. 3078 Sq. I	,
Basement & Finished	None	None		None	1		None	. , , , , ,
Rooms Below Grade	Fully Functional	Fully Functional			nal		Fully Function	al
Functional Utility Heating/Cooling	Central AC	Central AC		Fully Functional Central AC			Central AC	
Energy Efficient Items	Unknown	Unknown		Unknown			Unknown	
Garage/Carport	Open Parking	2 car garage + parki	ng -20,000	2 carports + par	rking	-10,000	Open Parking	
Porches, Patio, Deck	None	None		Screened patio			None	
Fireplace(s), etc. Fence, Pool, etc.	None	None		none None			None	
Other	110110	One unit remodeled	1	some update	es		None	
Net Adj. (total)		□+ ☑-	\$ 59,000	□+ □		3,000	□+ ☑-	\$ 19,000
Adjusted Sales Price			\$ 640,000		\$	496,0000		\$ 730,999
of Comparable			\$ 640,900		φ	490,0000		φ 100,000
VI. THE MARKET V	ALUE (The value m	ust fall within the ir	ndicated value	of the Competiti	ive Clo	sed Sales).		
	AS IS	магке \$640,0	t Value ∩∩	\$ugg \$700,		List Price		
REPAIRED \$640,000 \$700,000								
	30 Quick Sal						_	
	Last Sale o	f Subject, Price	\$468,000 Da t	te 12/29/2017	7			
COMMENTS (Include	s specific positives/pag	atives special conce	rne encroachmei	nte pasamente w	vater ric	nhte Anvironn	nental concerns flo	and zones etc
	addendum if additional		, onordaoinnei	o, casciliellis, V	·uici II(,, OHVIIOHH	iomai concento, IIC	.5a 201165, 616.
	Par Transko-							
Signature: Tayl	ur i rumolai			Da	ate: <u>1</u>	0/6/2021		

Residential Incomer Report AHS Document Woodside Prive Coral Springs 5533965cket 12/02/2021 List Price \$750,000

MLS#: AX-10981099 Go Active Date:

Area: 3622 Geo Area: NW41 Orig LP: \$795,000

Address: 4050 Woodside Drive, Coral Springs, FL

33065

City: Coral Springs Parcel ID: 484114012180

County: Broward

Legal: CORAL SPRINGS SUB NO 1 59-30 B LOT 22 BLK K

 Subdivision: Coral Spgs Sub 1 59-30 B
 Carport Spaces:
 REO: No

 Development: CORAL SPRINGS
 Garage Spaces:
 HOPA: No Hopa

 Lot Size: 7,787 SQFT
 Lot SqFt:

 Pool: No
 Pool Size (W x L):

 Waterfront: No
 Waterfrontage:

Lot Dimensions: 7,787 SQFT

Zoning: RM-20

Virtual Tour: Click to View Virtual Tour

Type: Quad Plex

Total # of Units: 4 Year Built: 1970

Stories: 1 Property Condition: New Construction

Unit 1 Info:Unit 1 Lease Ends:SqFt - Living: 2,850Unit 2 Info:Unit 2 Lease Ends:SqFt - Total: 2,850Unit 3 Info:Unit 3 Lease Ends:SqFt Source:

Unit 4 Info: Unit 4 Lease Ends:

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: 11,095 Separate Wtr Meters: HOA/POA/COA (Monthly): Special Assessment:

DIT: EAST ON WILES FROM UNIVERSITY TURN RIGHT ON 78TH AVE (WOODSIDE) PROPERTY ON THE RIGHT

LD: 01/10/2021

Construction: Block; CBS; Concrete Cooling: Central; Electric Heating: Central: Electric Roof: Barrel Flooring: Tile Avail Info: Leases; Other Lot Description: < 1/4 Acre Conventional Terms: Possession: Funding Special Info: Sold As-Is

Utilities: Cable; Public Sewer; Public Water Terms Considered: Cash; Conventional

Fee Incl.: Common R.E. Tax; Lawn Care; Sewer; Trash Removal; Water

Days On Market: 205

Sold Price: \$700,000 Sold Price Sqft: \$245.61

Terms of Sale: Conventional Sold Date: 08/13/2021

Public Remarks: AMAZING INVESTMENT! Turnkey Quadplex in the heart of Coral Springs. Long term tenants, 3 of them over 5years. 100% occupied. Leases in place and available for review. All units are 2BR/1BA With Washer/Dryer in eachunit. Outside recently painted and well maintained. Very easy rental. All info deemed accurate but not guaranteed. Buyer to confirm all information DO NOT DISTURB TENANTS. NO TRESPASSING PLEASE. THANK YOU.



Tayler Tremblay Coldwell Banker/ BR 2813 NW 34th St. Boca Raton, FL 33434 561-414-0341

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Residential Income Customer Report AUS Document State State

MLS#: FX-10262038 Go Active Date:

Area: 3622 Geo Area: NW41

\$539,600 Zoning: RD-8

HOPA: No Hopa

Address: 4110 NW 79th Avenue, Coral Springs, FL

33065

City: Coral Springs Parcel ID: 484114011500

County: Broward Street Dir: NW

Legal: CORAL SPRINGS SUB NO 1 59-30 B LOT 26 BLK G

Subdivision: Coral Spgs Sub 1 59-30 B Carport Spaces: REO: No

Waterfrontage:

Development: Garage Spaces:
Lot Size: Lot SqFt:
Pool: No Pool Size (W x L):

Virtual Tour: Click to View Virtual Tour

Type: Duplex Total # of Units: Year Built: 1972

Waterfront: No

Stories: 1 Property Condition: Resale
Unit 1 Info: Bedrooms: 3; Full Bath: 2; Half Bath: 0; Monthly Income: 0 Unit 1 Lease Ends: SqFt - Living: 2,740

Unit 2 Info: Bedrooms: 3; Full Bath: 2; Half Bath: 0; Monthly Income: 0
Unit 2 Lease Ends:
Unit 3 Info:
Unit 3 Lease Ends:
SqFt - Total:
SqFt Source:

Unit 4 Info: Unit 4 Lease Ends:

Annual Total Expense: Source of Expenses: Short Sale: No Gross Oper Income: Annual Net Oper Inc: Short Sale Adder

Gross Oper Income:Annual Net Oper Inc:Short Sale Addendum:Application Fee:Tax Year: 2019Separate Elec Meters: YesHOA: NoneTaxes: 7,103Separate Wtr Meters: Yes

HOA/POA/COA (Monthly): 0 Special Assessment:

Dir: Riverside Drive to 40th Court. 1st left to NW 79th Ave.

LD: 11/30/2020

Construction:Block; ConcreteCooling:CentralRoof:OtherHeating:CentralFlooring:OtherAvail Info:None

Lot Description: 1/4 to 1/2 AcreTaxes:No HomesteadPossession:FundingTerms:ConventionalUtilities:Cable; Public SewerTerms Considered: Cash; Conventional

Fee Incl.: None

Days On Market: 139

Sold Price: \$519,000 Sold Price Sqft: \$189.42
Terms of Sale: Conventional Sold Date: 06/15/2021

Public Remarks: This is a multi-family home in Coral Springs. This 2,740 square foot, multi-family home sits on an 8,668 square foot lot and features 6 bedrooms and 4 bathrooms. Close to shopping and restaurants. Nearby schools include Center Academy Prep, James S. Hunt Elementary School and Coral Springs High School. Property is near Pine Glen Park, Sandy Ridge Sanctuary and Red Lichen Sanctuary,

Taylo Cold 2813 Boca 561--

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Residential Income Sustainer Report AHS Document Report AHS Docume Closed

Geo Area: NW41 Area: 3623 Orig LP: \$585,000

Zoning: RES

Address: 2622 NW 82nd Terrace, Coral Springs,

FL 33065

City: Coral Springs Parcel ID: 484122062330

County: Broward Street Dir: NW

Legal: FOREST HILLS SOUTH 73-50 B LOT 2 BLK N

Subdivision: FOREST HILLS SOUTH Carport Spaces: REO: No Development: Garage Spaces: **HOPA**: No Hopa

Lot Size: Lot SqFt:

Pool: No Pool Size (W x L): Waterfront: No Waterfrontage:

Virtual Tour: Click to View Virtual Tour

Type: Duplex # Stories: 1 Unit 1 Info:

Unit 1 Lease Ends: Unit 2 Lease Ends: Unit 3 Lease Ends: Unit 4 Lease Ends:

Total # of Units: 2

Year Built: 1980 Property Condition: Resale

SqFt - Living: 3,339 SqFt - Total: 3,339 SqFt Source:

Annual Total Expense: Gross Oper Income:

Source of Expenses: Annual Net Oper Inc:

Short Sale: No **Short Sale Addendum:**

Application Fee: HOA: None

Unit 2 Info:

Unit 3 Info:

Unit 4 Info:

Tax Year: 2020 Taxes: 9,345

Separate Elec Meters: Separate Wtr Meters:

HOA/POA/COA (Monthly): Special Assessment:

Dir:

LD: 06/21/2021

Construction: CBS Flooring: Tile Lot Description: 1/4 to 1/2 Acre Possession: Negotiable **Utilities:** Public Sewer

Cooling: Central Heating: Central Avail Info: Leases Terms: Conventional Terms Considered: Cash; Conventional; FHA; VA

Fee Incl.: Trash Removal

Days On Market: 39

Sold Price: \$510,000

Sold Price Saft: \$152.74 Terms of Sale: Conventional

Sold Date: 08/31/2021

Public Remarks: This immaculately presented Duplex is set amongst Single family homes in the heart of Coral Springs, you will have access to A+ schools, Spectacular parks and amenities for the whole family to enjoy. You can enjoy this property as an income property, or, to live in one side with in-laws on the other, or, Live in one unit and rent the other side out, the potential is ENDLESS. Each floorplan incorporates 3 bedrooms, with built in closets and tiled floor throughout, Master ensuite, an updated kitchen with quality appliances and granite countertops, onsite laundry for EACH unit, Car port, and a HUGE, fenced yard. With its warm sense of community, and only moments to shops, eateries and transport this home provides all the elements for relaxing, comfortable and easy-care living.



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Document 35 3 Avenue Coral Springs 5 33065 ket 12/02/2021 List Price: \$699.999 MLS#: FX-10301301 Go Active Date: Active Residential Income Customer Report

Area: 3622

Geo Area: NW41 Orig LP:

\$699,900 Zoning: RM-20

Address: 4391 NW 75th Avenue, Coral Springs,

FL 33065

Parcel ID: City: Coral Springs 484114041330

County: Broward Street Dir: NW

Legal: THE DELLS 64-40 B LOT 52 BLK D Subdivision: The Dells 64-40 B

Carport Spaces: REO: No **Garage Spaces: HOPA**: No Hopa

Development: Lot Size: 11,112 Lot SqFt:

Pool: No Pool Size (W x L): Waterfront: Yes Waterfrontage: 70 Lot Dimensions: 11,112

Virtual Tour: Click to View Virtual Tour

Type: Duplex # Stories: 1

Unit 1 Info: Bedrooms: 3; Full Bath: 2; Half Bath: 0; Monthly Income: 0

Unit 2 Info: Bedrooms: 4; Full Bath: 2; Half Bath: 0; Monthly Income: 2,150 Unit 3 Info:

Unit 4 Info:

Total # of Units: 2 Year Built: 1975

Property Condition: Resale

Unit 1 Lease Ends: SqFt - Living: 3,215 Unit 2 Lease Ends: SqFt - Total: **Unit 3 Lease Ends:** SqFt Source:

Unit 4 Lease Ends:

Annual Total Expense: Source of Expenses: Short Sale: No **Gross Oper Income:** Annual Net Oper Inc: **Short Sale Addendum:**

Tax Year: 2020 **Application Fee:** Separate Elec Meters: Yes HOA: None Taxes: 9,114 Separate Wtr Meters: Yes

HOA/POA/COA (Monthly): 0 **Special Assessment:**

Dir:

LD: 09/20/2021

Construction: CBS Roof: Flat Tile Flooring: Vinyl Floor Lot Description: 1/4 to 1/2 Acre Possession: Funding

Utilities: Cable; Public Sewer; Public Water Waterfront Details: Interior Canal Cooling: Central Heating: Central Avail Info: Other Taxes: City/County Special Info: Sold As-Is

Terms Considered: Cash; Conventional; FHA; VA

Fee Incl.: Trash Removal

Days On Market: 23

Sold Price: Sold Price Saft:

> Terms of Sale: Sold Date:

Public Remarks: INVESTORS Super Rare to find Duplex with Attached Garages on each side. Large n Spacious, North Unit is Completely RENOVATED with Brand New Bathrooms, New Kitchen with island and all new Vinyl Flooring. North Unit has 3 beds, 2 baths and 1 car garage. South unit has 4 Beds 2 Baths and 1 car garage. Large backyard on Canal. Tile Floors, Central Air n Heat, Washer n Dryer in Each Unit. Separated Water & Electric Meters. South Unit is currently rented through Sec8 for \$2150 FYI rent amount is below market price. Current LEASE Expires 02/28/2022. North Unit is currently owner occupied. Each side has screened Patio. Suitable for owner-occupants and/or Investors. IT WONT LAST HURRY!!!



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Docu³⁶⁹⁹NW-89th Avenue Coral Springs FL 33065 ket 12/02/2021 List Price: \$499.090 MLS#. FX-10288677 Go Active Date: Residential Income Sustaner Report A HS

Contract

Area: 3622 Geo Area: NW41 Orig LP: \$499,000

Zoning: RD-8

Address: 3690 NW 80th Avenue, Coral Springs,

FL 33065

City: Coral Springs Parcel ID:

484114014981

County: Broward Street Dir: NW

egal: CORAL SPRINGS SUB NO 1 59-30 B LOT 15 BLK V

Subdivision: Coral Spgs Sub 1 59-30 B REO: No **Carport Spaces:** Development: **Garage Spaces: HOPA**: No Hopa

Lot SqFt:

Pool Size (W x L):

Lot Size: Pool: No Waterfront: No Waterfrontage:

Virtual Tour: Click to View Virtual Tour

Total # of Units: 2 Type: Duplex Year Built: 1972

Stories: 1 Property Condition: Resale Unit 1 Info: Unit 1 Lease Ends: SqFt - Living: 2,756 Unit 2 Info: **Unit 2 Lease Ends:** SqFt - Total: Unit 3 Info: **Unit 3 Lease Ends:** SqFt Source: Unit 4 Info: **Unit 4 Lease Ends:**

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: Yes HOA: None Taxes: 8.310 Separate Wtr Meters: Yes

HOA/POA/COA (Monthly): 0 Special Assessment:

Dir:

LD: 06/14/2021

Ceiling Fan: Central: Electric: Wall-Win A/C Construction: Block: Concrete Coolina:

Heating: Central; Electric Roof: Tar/Gravel

Flooring: Ceramic Tile Avail Info: Deposit Last Month; Deposit Security; Leases

Window Treatments: Blinds City/County Taxes: **Exterior Features:** Screen Porch Special Info: Sold As-Is Terms Considered: Cash; Conventional Lot Description: West of US-1; < 1/4 Acre

Possession: Funding Fee Incl.:

Common R.E. Tax; Insurance-Other; Lawn Care; Sewer; Trash Removal; Water **Utilities:**

Cable; Public Sewer; Public Water

Days On Market: 91

Sold Price Sqft: Sold Price:

Terms of Sale: Sold Date:

Public Remarks: GREAT DUPLEX IN THE HEART OF CORAL SPRINGS. Purchase this rented out property and start collecting income from day 1. Unit A is a 3/2, tile throughout, updated kitchen with granite counters, pantry, washer and dryer in unit, lots of closet space, updated bathrooms, rented for \$1775 through 07/ 31/21 Unit B is a 2/2 with screened patio, washer and dryer on patio, tile throughout and updated bathrooms, rented for \$1620 through 11/30/21. This property features a large circular driveway and 2 carports, nice fenced yard, separate electric meters. Tenant pays for electric, cable internet. Owner pays for water, waste, sewer and lawn care. Roof is 1998, electrical panels 2015, A/C is 2011 & 2007, water heater is 2009.



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Residential Income Customer Report A **7543 NY 545 Cent. Great Springs. St. 336**5cket 12/02/2021 List Paige 왕생 18



MLS#: AX-11069298 Go Active Date:

Area: 3622

Address: 7543 NW 44th Court, Coral Springs, FL 33065

City: Coral Springs Parcel ID: 484114041550

Geo Area: NE41

Orig LP: \$789,999

Zoning: RESIDENTIAL

REO: No

HOPA: No Hopa

County: Broward Street Dir: NW

Legal: THE DELLS 64-40 B LOT 74 BLK D

Subdivision: DELLS Carport Spaces: Development: **Garage Spaces:**

Lot Size: Lot SqFt: Pool: No Pool Size (W x L): Waterfront: No Waterfrontage:

Virtual Tour: Click to View Virtual Tour

Type: Triplex Total # of Units: 3

Stories: 2 Unit 1 Info: Unit 1 Lease Ends: Unit 2 Info: Unit 2 Lease Ends: Unit 3 Info: **Unit 3 Lease Ends:** Unit 4 Info: **Unit 4 Lease Ends:**

Year Built: 1985

Property Condition: Resale SqFt - Living: 3,078 SqFt - Total: 3,078 SqFt Source:

Central

Central

None

Terms Considered: Cash; Conventional

City/County

Annual Total Expense: Source of Expenses: Short Sale: No

Gross Oper Income: Annual Net Oper Inc: **Short Sale Addendum:** Application Fee: Tax Year: 2019

Separate Elec Meters: HOA: None Taxes: 6,430 Separate Wtr Meters:

HOA/POA/COA (Monthly): Special Assessment:

Dir:

LD: 07/11/2021

Construction: CBS Flooring: Tile

Lot Description: < 1/4 Acre; 1/4 to 1/2 Acre

Funding Possession:

Utilities: Cable; Public Sewer

Days On Market: 94

Sold Price: Sold Price Saft:

Terms of Sale: Sold Date:

Cooling:

Heating:

Fee Incl.:

Taxes:

Public Remarks: INVESTORS, LOOK NO FURTHER! This passive income producing Coral Springs TOWNHOUSE TRIPLEX is waiting for YOU! All 3 units are 2 bedrooms & 1.5 bath with separate living and dining areas. Washer and dryer hookups. EACH UNIT BOAST approx. 1,026 SQFT of living space (the average sizee of single family homes). All units have SEPARATE METERS. Low operating expenses. With minor cosmetic updates, each unit could be rented for \$1500-\$1600 which will bring in \$4500- \$4800 per month. ALL 3 UNITS ARE CURRENTLY RENTED. This multi-family property is a real moneymaker. Priced to sell. P & L SHEET in attachments. ** PLEASE DO NOT DISTURB TENANTS**



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RESIDENTIAL BROKER PRICE OPINION

Loan	#												
REO :	#:	This BPO is the	✓ Initial ☐ 2nd C	pinion 🗌 Upda	ted 🛮 Exterior Only	/ DATE	11/1/2021						
PROF	PERTY ADDRESS:	4020 Riverside		SALE	S REPRESENTATIV	VE:							
		Coral Springs, F	FL 33065	BORF	ROWER'S NAME:								
FIRM NAME:		Blue Realty Tea	ım LLC	COMI	PLETED BY:	Stewart Gree	en						
PHON	NE NO.	954.541.6715		FAX N	NO.								
	CENEDAL MA	RKET CONDITI	ONE										
I.	Current market cor		Depressed		Slow	Stable	mproving 🗹	Excellent					
	Employment condi		☐ Declining		Stable 🗹	Increasing	mproving —	LXCONCTI					
	Market price of this ty		☐ Decreased		% in past		months						
			Increased	48.7	% in past	12	months						
			☐ Remained	-	0		50						
		ages of owner vs. ter	_			ner occupant	·	tenant					
	There is a ☐ Normal supply ☐ oversupply ☑ shortage of comparable listings in the neighborhood Approximate number of comparable units for sale in neighborhood: 5												
	Approximate number of comparable units for sale in neighborhood: No. of competing listings in neighborhood that are REO or Corporate owned: 0												
	· -	b. of boarded or blocked-up homes: 0											
II.	SUBJECT MA		s 515,000	μ. Φ	1,100,000								
	The subject is an	the neighborhood is	·	to \$ der improvement	<u> </u>	 ppriate improvem	ent for the neighbor	rhood.					
	Normal marketing	·	106	days.			.						
	_	ancing available for t	ne property?	☐ Yes [□ No If no, exp	lain							
	Has the property b	een on the market in	the last 12 months	? □ Yes [□ No If yes, \$	list	price (include MLS	printout)					
		knowledge, why did											
		ingle family detached ingle family attached	d ☐ condo ☐ townhous	□ co-op se □ modula	☐ mobile h	ome							
	If condo or other asso		☐ townhous	se □ Illodula □ annually	u Current? ☐ Yes	☐ No Fee o	delinquent? \$						
	The fee includes:	Insurance	☐ Landscape	□ Pool	☐ Tennis	Othe							
	Association Contac	ct: Name:	· 			Pho	ne No.:						
III. C	ITEM	CLOSED SALES			COMPARABLE	NUMBER	COMPADADI	NUMBED 0					
Addre		SUBJECT 4020 Riverside Drive 1-4, Coral Springs, FL 33065	COMPARABLE 4050 Woodside Drive,		8031 NW 44th Court, Coral Springs, FL 33065	NUMBER 2	COMPARABLE 8704 NW 38th Drive, Coral Springs, FL 33065						
	mity to Subject	Corar Springs, FE 33003	Coral Springs, FL 33065	D/Corp		D/Corp		D/Corp□					
Sale I		\$	\$ 70	0,000	\$ 75	55,000	\$ 975,00	00					
Price/0	Gross Living Area	\$ Sq. Ft.	\$ ^{245.61} Sq. Ft		\$177.39 Sq. Ft.		\$ 334.47Sq. Ft.						
Sale	Date &	Cumulative DOM: 42	Cumulative DOM: 20	5	Cumulative DOM:	8	Sold Date: 07/26 Cumulative DOM						
	on Market	Cumulatio Boilin 12	Cumulative DOM: 20	I			Cumulative DOIV	I					
	JE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment					
	or Financing essions		Conventional	0	Cash	0	Cash	0					
	ion (City/Rural)	City	City	0	City	0	City	0					
Lease	ehold/Fee Simple	Fee Simple	Fee Simple	0	Fee Simple	0	Fee Simple	0					
Lot S	ize	< 1/4 Acre	< 1/4 Acre	0	< 1/4 Acre	0							
View Design	ın and Appeal												
	y of Construction	Block; Concrete	Block; CBS; Concrete	0	Block; Concrete	0	CBS	0					
Year		1972	1970	0	1972	0	1973	0					
Cond	ition	Average Total Bdms Baths	Average Total Bdms Baths	0	Average Total Bdms Baths	0	Average Total Bdms Baths	0					
	e Grade n Count	10 6 4	1 2 8 4	0	20128	0	12 8 4	0					
	s Living Area	2,915 Sq. Ft.	2,850 Sq. Ft.	16,411.85	4256 Sq. Ft.	0	4041 Sq. Ft.	0					
	ment & Finished	No	No	0	No	0	No	0					
	ns Below Grade	Public Sewer;	Public Sewer;	0	Cable; Public Sewer	0	Cable; Public Sewer;	0					
	tional Utility ng/Cooling	Public Water Central	Public Water Central	0	Central	0	Public Water Central	0					
Energ	gy Efficient Items												
	ge/Carport	No	No	0	No	0	No	0					
	es, Patio, Deck ace(s), etc.	No	No	0	No	0	No	0					
	e, Pool, etc.	No	No	0	No	0	Fence	0					
Other													
	dj. (total)			\$16,411.85	<u> </u>	\$0	□ + ☑ -	\$0					
Adjus	ited Sales Price of			\$716,411.85		\$755,000		\$ 975,000					

Case 0:21-cv-61176-AHS Document 35-3 Entered on FLSD Docket 12/02/2021 Page 11 of 18 REO# **IV. MARKETING STRATEGY** Occupancy Status: Occupied 🗸 Vacant 🗌 Unknown 🗌 🗹 As-is 🗌 Minimal Lender Required Repairs 🔲 Repaired Most Likely Buyer: 🗌 Owner occupant 🗸 Investor 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 LISTINGS ITEM SUBJECT COMPARABLE NUMBER 1 COMPARABLE NUMBER. 2 COMPARABLE NUMBER. 3 3810 NW 38 Drive, Coral Springs, FL 33065 9690 NW 35 Street. 4391 NW 75 Avenue, Coral Springs, FL 33065 4020 Riverside Drive 1-4 Coral Springs, FL 33065 Coral Springs, FL 33065 Address REO/Corp□ REO/Corp□ REO/Corp Proximity to Subject \$ 1,050,000 \$ 1,100,000 \$695,000 List Price \$ \$313.99 Sq.Ft. \$ Sq.Ft. \$248.69 Sq.Ft. \$216.17 Sq.Ft. Price/Gross Living Area Data and/or MLS / Property Appraisers MLS / Property Appraisers MLS / MLS / Property Appraisers **Property Appraisers** Verification Sources VALUE ADJUSTMENTS DESCRIPTION DESCRIPTION + (-)Adjustment DESCRIPTION +(-)Adjustment DESCRIPTION +(-)Adjustment Cash; Conventional; FHA; VA Sales or Financing Cash: Conventional Cash: Conventional 0 Concessions Davs on Market and Cumulative DOM: 119 0 Cumulative DOM: 86 0 Cumulative DOM: 43 0 Date on Market City City City City 0 0 0 Location (City/Rural) Leasehold/Fee Fee Simple Fee Simple Fee Simple Fee Simple 0 0 0 Simple < 1/4 Acre < 1/4 Acre 0 < 1/4 Acre 0 1/4 to 1/2 Acre 0 Lot Size View Design and Appeal Block; Concrete CBS 0 CBS 0 CBS 0 Quality of Construction 1972 1970 0 0 1975 0 Year Built 0 Average Average Average 0 Average 0 Condition Total Bdms Baths Total Bdms Baths Total Bdms Baths Total Bdms Baths Above Grade 6 4 7 4 8 4 7 4 10 11 -5000 12 U 11 U Room Count Gross Living Area -111.407.01 -195.806.26 -77.907 2,915 Sq. Ft. 3,344 Sq. Ft. 4 423 Sq. Ft. 3,215 Sq. Ft. Basement & Finished No No No 0 0 0 Rooms Below Grade No Cable; Public Sewer; Public Water **Functional Utility** Public Sewer; Public Water Cable; Public Sewer 0 Cable; Public Sewer 0 0 Central 0 0 0 Heating/Cooling Central Energy Efficient Items No 0 No 0 Garage 0 Garage/Carport Porches, Patio, Deck No 0 No 0 No 0 Fireplace(s), etc. 0 0 0 Fence, Pool, etc. Nο Fence Nο Other \$111,407.01 \$195.806.26 □-\$77,907 Net Adj. (total) □+ П-Adjusted Sales Price \$938,592.99 \$ 904,193.74 \$617,093 of Comparable VI. THE MARKET VALUE (The value must fall within the indicated value of the Competitive Closed Sales). **Suggested List Price Market Value** AS IS \$816,000 \$820,000 **REPAIRED** 30 Quick Sale Value Last Sale of Subject, Price \$468,000 Date 12/28/2017 COMMENTS (Include specific positives/negatives, special concerns, encroachments, easements, water rights, environmental concerns, flood zones, etc. Attach addendum if additional space is needed.) Do to the major difference in days on market used two additional properties to find a better days on market number in the subject marketability section.

Signature: Stewart Green Date: 11/1/2021

RESIDENTIAL BROKER PRICE OPINION

Loan	#		·	_	_						
REO i	#:	This BPO is the	☐ Initial ☐ 2nd O	pinion 🗌 Upda	ted 🛭 Exterior Only	DATE	Oct 4, 2021				
PROPERTY ADDRESS: 4020 Riverside		Dr	SALE	S REPRESENTATIV	IVE:						
_Cc		Coral Springs, F	FL 33065	BORF	ROWER'S NAME:	Property Income Investors, LLC					
FIRM NAME: SunCoast Real			LLC COM	PLETED BY:	Yvonne Biede	rman					
PHONE NO. 954-541-2020		=	FAX N	NO.							
	OFNEDAL MA	DIVET CONDITI	0110								
1.	Current market cor Employment condi Market price of this ty	tions: rpe property has:	□ Depressed □ Declining □ Decreased □ Increased ★ Remained	stable	% in past % in past	Increasing	months months	Excellent			
	Estimated percentages of owner vs. tenants in neighborhood: 30 % owner occupant 70 % tenant There is a Normal supply oversupply Shortage of comparable listings in the neighborhood Approximate number of comparable units for sale in neighborhood: 3 No. of competing listings in neighborhood that are REO or Corporate owned: 0 No. of boarded or blocked-up homes:										
п.	Range of values in the neighborhood is \$\frac{460,000}{\text{ lossympto}}\$ to \$\frac{1,100,000}{\text{ lossympto}}\$. The subject is an over improvement under improvement way. Appropriate improvement for the neighborhood. Normal marketing time in the area is: 91										
	OMDETITIVE (N OCED CALEO	•								
III. C	ITEM	SUBJECT	COMPARABLE	NUMBER 1	COMPARABLE	NUMBER 2	COMPARABLE	NUMBER 3			
Addre	*	0020201	4110 NW 79 A		2622 NW 82 Te		4050 Woodsi				
	mity to Subject		.12mile XXX	፠ ୪४₩∑	1.2miles REO	/Corp		XXXXXXX			
Sale I	Price	\$	\$ 519	9,000.	\$ 5	10,000	\$700,0	000.			
Price/0	Gross Living Area	\$ Sq. Ft.	\$ 187 Sq. Ft		\$153 Sq. Ft.		\$263 Sq.				
	Date & on Market		Sold 6/16/20 DOM 139 da		Sold 8/31/20 DOM 78 day						
VALU	JE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment			
	or Financing	52001 1101X	none		none		none				
	essions ion (City/Rural)	suburban	suburban		suburban		suburban				
	ehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple				
Lot Si	•	7500 sqft	8668 sqft	1,100	11,898 sqft	-3,300	7787 sqft				
View		residential	residential		residential		residentail				
	ın and Appeal	one story average	one story average		one story average		one story average				
Year	y of Construction Built	1973	1972		1980		1970				
Condi		average	average		average		average				
Above	e Grade	Total Bdms Baths	Total Bdms Baths		Total Bdms Baths		Total Bdms Baths 8 4				
	n Count	4units 5 4	^{2units} 6 4		Zuriits		4units				
	s Living Area	2915 Sq. Ft.	2740 Sq. Ft.	17,600	3339 Sq. Ft.	-42,600	2840 Sq. Ft.	7000			
	ment & Finished ns Below Grade	none	none		none		none				
Functional Utility fully functional		fully functional	fully functional		fully functional		fully functional				
ricating/Cooling		Central AC	Central AC		Central AC		Central AC				
	gy Efficient Items ge/Carport	unknown open parking	unknown open parking		unknown open parking+ 2 ca	r carport	unknown open parking				
	ge/Carport es, Patio, Deck	opon paining	open parking		open parking* 2 Cd	Juliport	open parking				
	ace(s), etc.	none	none		none		none				
	e, Pool, etc.	none	none		none		none	J =0.000			
Other			□ + □ -	\$18,700	□ + ☑ -	\$-45900	undated, remodele	=d -50,000 \$			
	dj. (total) sted Sales Price of		W + U -	,	L + W -						
•	narable			\$537,700		\$464,000		\$ 657,000			

REO# IV. MARKETING STRATEGY Occupancy Status: Occupied ☑ Vacant ☐ Unknown ☐ ☑ As-is ☐ Minimal Lender Required Repairs ☐ Repaired Most Likely Buyer: ☐ Owner occupant ☑ Investor No repairs noted from drive by inspection- suggest interior 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 VI. COMPETITIVE LISTINGS **SUBJECT** COMPARABLE NUMBER 1 COMPARABLE NUMBER. 2 COMPARABLE NUMBER. 3 ITEM 4391 NW 75 Ave, 33065 7543 NW 44 Ct, 33065 3690 NW 80th Ave, 33065 Address .7mile XXXXXXX 3mile 4mile **XXXXXXX** Proximity to Subject XXXXXXXXXXX \$ 749.999 \$ 499,000 \$ 800,000 \$ 699,900 List Price \$ 274 Sq.Ft. \$ 243 Sq.Ft. \$217 Sq.Ft. \$181 Sq.Ft. Price/Gross Living Area Data and/or MLS & Tax rolls MLS & Tax rolls MLS & Tax rolls MIS & Tax rolls **Verification Sources** VALUE ADJUSTMENTS DESCRIPTION DESCRIPTION DESCRIPTION DESCRIPTION +(-)Adjustment + (-)Adjustment +(-)Adjustment Sales or Financing Pending Contract Concessions DOM 84 days List 7/11/2021 DOM 13 days DOM-23 Davs on Market and DOM 108 days List 9/20/2021 9/21/2021 List 6/14/2021 Date on Market suburban suburban suburban suburban Location (City/Rural) Leasehold/Fee Fee Simple Fee Simple Fee Simple Fee Simple Simple -1400 7500 sqft 11,112 sq ft -3600 9930 sqft -2400 Lot Size 8985 sqft residential residential canal front residential View one story 2-story one story one story Design and Appeal average average average average Quality of Construction 1973 1985 1975 1972 Year Built average average average average Condition Total Bdms Baths Total Bdms Baths Total Bdms Baths Total Bdms Baths Above Grade 7 -5000 5 3units 6 2units 4 2units 5 4unitd 4 4.5 -5000 4 Room Count Gross Living Area -16500 2915 3215 -30,150 16,000 Sq. Ft. Sq. Ft. Sq. Ft. Sq. Ft. 3078 2756 Basement & Finished none none none none Rooms Below Grade fully functional fully functional fully functional **Functional Utility** fully functional Central AC Central AC Central AC Central AC Heating/Cooling unknown unknown unknown **Energy Efficient Items** unknown 2-car garage+parking -20000 2-carports +parking open parking open parking Garage/Carport -10000 screened patio Porches, Patio, Deck none none none Fireplace(s), etc. none none none none Fence, Pool, etc. -25000 none one unit remodeled some updates Other Net Adj. (total) □+ ☑-\$-22900 □+ \square -\$-39100 \Box + \square -\$-6400 Adjusted Sales Price \$727099 \$660,800 \$502,600 of Comparable VI. THE MARKET VALUE (The value must fall within the indicated value of the Competitive Closed Sales). **Market Value Suggested List Price** AS IS \$540,000 \$600,000 REPAIRED \$540,000 \$600,000 Last Sale of Subject, Price \$468,000 Date 12/29/2017 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 method and may not reflect the true value of subject. A commercial appraisal approach would be to determine value based on the amount of income subject produced. Subjec't income was not available at the time of this report.
Sold and list comp ranges exceed guidlines in this neighborhood. Large ranges mabe be due to a combination of factors including current rents, seperate electric or water meters, washer/dryer present in units, the amount of updating- if any.

Fannie Mae Revised 03/99

Date: Oct 4, 2021

DIGITAL PHOTO ADDENDUM

FILE # Contact: Subject photos

Address: 4030 Riverside, Coral Springs, FL 33065

Date Oct 4, 2021













DIGITAL PHOTO ADDENDUM

FILE# Contact:

Address: Active and Sold Comps

Date: Oct 4,2021



List 1 7543 NW 44 Ct



List2 4391 NW 75 Av



List3 3690 NW 80th Av



Sold 1 4110 NW 79 Av



Sold2 2622 NW 82 Ter



Sold3 4050 Woodside



Southeast Florida MLS - IMAPP

Broward County Tax Report - 4020 RIVERSIDE DR # 1-4, CORAL SPRINGS, FL 33065-5912

Report Prepared By Yvonne Biederman

PROPERTY INFORMATION

PID # 4841-14-01-2960

Property Type: Other/Unclassified

Property Address: 4020 RIVERSIDE DR # 1-4 CORAL SPRINGS, FL 33065-5912

Current Owner:

PROPERTY INCOME INVESTORS

4020 LLC

Tax Mailing Address:

7301 WILES RD STE 108

CORAL SPRINGS, FL 33067-4105

Use Code: 08 / MULTIFAMILY 2-9 UNITS

Total Land Area: 0.1722 acres / 7,500 sf

Land Areas:

1. Multifamily 2-9 Units (08) **Waterfront:** No - 57

Subdivision:

CORAL SPRINGS SUB 1

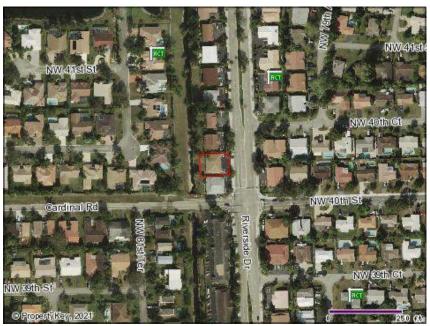
Census Tract/Block: 020302 / 3000

Twn: 48E / Rng: 41S / Sec: 14 Block: / Lot:

Latitude: 26.279811 Longitude: -80.23378 Legal Description:

CORAL SPRINGS SUB NO 1 59-30 B LOT

23 BLK N



Pending Withdrawn Expired

■ Active

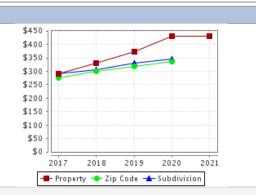
Sold

Pending

Withdrawn

Expired

			VALUE INFORMATION					
	2017	2018	2019	2020	<u>2021</u> *			
Building Value:	\$236,200	\$275,940	\$319,800	\$379,620	\$379,620			
Ag Value:								
Land Value:	\$54,920	\$54,920	\$52,500	\$52,500	\$52,500			
Just Market Value:	\$291,120	\$330,860	\$372,300	\$432,120	\$432,120			
Percent Change:	- n/a -	13.65%	12.52%	16.07%	0%			
Total Assessed Value:	\$245,530	\$330,860	\$363,940	\$400,330	\$432,120			
Homestead Exemption:	NO	NO	NO	NO	NO			
Total Exemptions:	\$0	\$0	\$0	\$0	\$0			
Taxable Value:	\$291,120	\$330,860	\$363,940	\$400,330	\$432,120			
Total Tax Amount:	\$7,324.25	\$8,796.14	\$10,136.93	\$11,013.61	-n/a-			



Taxing District(s):

2812

*Non-Ad Valorem Levies:

CORAL SPRINGS STORMWATER (\$357.39) SUNSHINE DRAINAGE 1 (\$257.46) CORAL SPRINGS SOLID WASTE (\$1,160.00) CORAL SPRGS FIRE SERV ASSMT (\$936.00)

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

	BUILDING INFORMATION										
1.	1. APARTMENTS Bedrooms: 6 Bathrooms: 4.0			Area: 2,915 sf J Area: 2,915 sf	Year Built: 1973 act / 1 Stories: 1.0	Year Built: 1973 act / 1973 eff Stories: 1.0					
	Flooring: Exterior: Roof Type: Fuel:			NCRETE BRICK CC	DMPOSITION	Interior: Garage:	PLASTER				
	Roof Material:	Heat:				Pool:	No				
	Feature COMMERCIAL ASPH		Units/Size 9	<u>Dimensions</u> 9 x 1	<u>Feature</u> COMMERCIAL ASPHALT PAVING	<u>Units/Size</u> 1,800 SF	<u>Dimensions</u> 180 x 10				





Residential Income

4020 Riverside Drive # 1-4 CORAL SPRINGS, FL 33065

ML#: R10746854 **List Price:** \$800,000 LLP: Active Status: Short Sale: No REO: Nο Listing Brkr: FLL276537404 /Local Real Estate Co

County: **Broward County**

Area: 3622

Geo Area: North Broward 441 To Everglades (3611-3642) CORAL SPRINGS SUB NO 1 59-30 B LOT 23 BLK N Legal:

Total Units: # Stories: 1.0 2,915 Tot SqFt: 2,915 SqFt (Liv):

Year Built: 1972 Virtual Tour: Click Here

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

Location Information

Folio#: 484114012960 Parcel #: 4841

Subdivision #: Map Coord: Zoning: RM-20 Subdivision:

CORAL SPRINGS SUB 1 Development: General Information

Co Lnd Code: SS Addend:No Type Property: Auction: No

I04-Fourplex Style: Appr Lot Size: < 1/4 Acre

Lot Desc: Less Than 1/4 Acre Lot

Waterfront:

Spa: Pool: Nο

Construction: Concrete Block Construction

Roof Desc: Barrel Roof Tile Floors Floor:

Remarks

Remarks: The property consists of 4 units. 1-2 bedroom 1 bath & 3-1 bedroom 1 baths. Property is fully leased with all

tenants paying below-market rent on month-to-month leases, leaving a large upside for the new buyer. All units are occupied but are in need of updating to the kitchen, bathrooms, and flooring. Property is located directly on Riverside drive with great visibility and access. Property is being sold exclusively by Local Real Estate Co. on behalf of a Court-Appointed Receiver. Sale is subject to Court approval, and a standard contract will be provided to the interested buyer. Cash offers are highly preferred. Please inquire for further details on the process to place a

bid. FLYER IN DOCUMENTS TAB. DO NOT DISTURB TENANTS. PROOF OF FUND REQUIRED

Driving Directions: NW Corner of Riverside Dr and NW 40th St

Broker Remarks: PLEASE USE SHOWING TIME. Please send all questions to secproperties@localreco.com. All offers must be

submitted via the attached purchase and sale agreement, WITH PROOF OF FUNDS OR PRE-APPROVAL. Do not visit

the property without authorization from the listing agent. Do not disturb tenants.

Office Remarks:

No

Units

			_			Lse End	Rooms	Prkg	#Unit
1	No	2 :	1 0 729	\$1,150	Unfurn			Open Prkg	
Eq	uipment:								

Equipment:

0 729

Open Prkg

Flood Zone:

No 0 729 \$950 Open Prkg

Equipment:

No 1 0 729 \$975 Open Prkg

Equipment:

Additional Information

Gas: Sep Mtr: No Cable: # Prk:

Exterior Feat: None

Central Heat Heating: Cooling: Central Cooling

Water: **Public Water** Sewer Sewer: **Financial Information**

\$975

Unfurn

Total Mortg: Terms:

All Cash, Conventional \$11,014 Tax Amount: Tax Year: 2020

Tax Info: **Possession Info:**

Funding

Income/Expense Information

Gross Rent 1:21-cv-61176-ALS approximent 35-3 Entered on Files Docket 12/02/2021 Page 18 of 18 **Expenses Include**

Agent/Office Information

Office Fax:

Occupancy:

Agent License:

Office: FLL276537404 /Local Real Estate Co Agent Ph: (561) 789-6391

Agent: FLL603336443 /Steve Mossini Agt Ph 2: Ofc Addr:

Boca Raton, FL 33431

Agent Email: steve@localreco.com Board: R-RAPB/BeachesMLS

Office Ph: (561) 571-1502 CoOffice:

4260 NW 1st Avenue

CoOfc Ph: (561) 571-1502 FLL276537404 /Local Real Estate Co FLL3493832 /Daniel Otten CoAgent: CoAgt Ph: (954) 650-5550 CoAgent Lic:

CoAgt Email: daniel@localreco.com CoOfc Fax: (561) 368-4303

Owner Name: Miranda L. Soto as R Own Phone: **Buy Agt Comp:** 2% Trans Brk Comp: 2% NonRep Cmp: 0% VAR Dual Rt: No AVM: Yes Blogging: Yes

Addrs on Inet: Contingencies: Yes

List Type: Exclusive Right to Sell/Rent

Show Instr: Showing Assist

List Date: Stat Change Dt: 09/20/2021 Prev LP:

Orig LP: \$800,000 **Expire Date:** Pending Dt: DOM: Internet: Yes

Prepared By: Yvonne B Biederman Date Printed: 10/03/2021 08:43 PM

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SEC vs. Property Income Investors LLC, et al CASE NO.: 21-61176-CIV-SINGHAL

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 4020 Riverside Drive, Coral Springs, FL 33065 to Corey and Sebrina Sawyer "as is" and free and clear of all liens, claims or encumbrances for \$775,000.00. 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 \$852,500.00) must make such an offer in accordance with terms of the Receiver's "Unopposed Motion to Approve Private Sale of Real Property Located at 4020 Riverside 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 5:00 p.m. EST on ________, 2021 (the "Bid Deadline") by mail to Jordan D. Maglich, Buchanan 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.