

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

vs.

Case No.: 14-001695-CI

TRI-MED CORPORATION,
TRI-MED ASSOCIATES INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT
a/k/a TERESA SIMMONS,
and ANTHONY N. NICHOLAS, JR.,

Defendants,

TMFL HOLDINGS, LLC,

Relief Defendant.

**RECEIVER'S EMERGENCY MOTION TO APPROVE THE SALE OF REAL
PROPERTY LOCATED AT 15316 STONECREEK LANE, TAMPA, FLORIDA**

Pursuant to Fla. Stats. § 517.191(2), Rule 1.100 of the Florida Rules of Civil Procedure, and the March 5, 2014, Order appointing Burton W. Wiand, as Receiver (the “**Receiver**”) for Tri-Med Corporation (“**Tri-Med**”) and Tri-Med Associates Inc. (“**TMA**”) (the “**Order Appointing Receiver**”), and the May 13, 2014, Order expanding this Receivership to include TMFL Holdings, LLC (“**TMFL**”) (Tri-Med, TMA, and TMFL are collectively referred to as the “**Receivership Entities**”), the Receiver respectfully moves this Court *on an emergency basis* for entry of an order approving the sale of Receivership real property located at 15316 Stonecreek Lane, Tampa, Hillsborough County, Florida 33613 (the “**Property**”), in accordance with the terms of the Purchase And Sale Agreement (the “**Agreement**”) between the Receiver and

Richard A. Bartsch and Juanita M. Paedae, which is attached as **Exhibit A**. The Receiver seeks this relief on an emergency basis based on (a) the continued cost of maintaining and insuring the Property; (b) the pending executed Agreement between the Receiver and the purchasers and their desire to close the transaction; and (c) the understanding that the earliest available regular hearing date is not until August 2015, a delay which could jeopardize the Property's sale. The proposed sale is in the best interests of the Receivership estate, and after deducting fees, commissions, and other routine sale expenses, the Receivership will receive **approximately \$163,000.00**.

Investor-victims should be cautioned that certain Defendants and "sales agents" of the investment scheme underlying this case have continued to lie, telling investor-victims that their money is not missing and that it is being held by the Receiver. The Receiver's Verified Fourth Interim Report (available at www.trimedreceivership.com) details the money and other assets the Receiver has been able to recover as of the date of that report and discusses the money stolen by Defendants and the shortfall that exists. The Receiver's success in securing an agreement to sell the Property at a price that is higher than the price paid does not change the fact that as a result of Defendants' fraud, the value of the money and other assets held by the Receiver is less than the amount investor-victims invested with Tri-Med.

BACKGROUND

1. This case was filed by the State of Florida, Office of Financial Regulation ("OFR"), on March 4, 2014, seeking emergency relief to stop a fraudulent investment scheme involving hundreds of mostly elderly victims. On OFR's motion, the Court imposed a temporary injunction and asset freeze and appointed the Receiver because OFR demonstrated imminent

danger to investor funds and other property in Defendants' possession. Order Appointing Receiver at 1 (attached as **Exhibit B**).

2. The Receiver's ensuing investigation revealed that OFR's verified allegations understated the extent of Defendants' securities fraud. Defendants violated Florida securities laws from at least 2011 forward by raising over \$17 million through the offer and sale of unregistered securities based on misrepresentations that, among other things, those funds would be (a) used to purchase medical accounts receivable purportedly backed by Letters of Protection ("LOPs")¹ and (b) safeguarded by being kept in an attorney trust account.

3. These representations were false, as were many others. Less than 30% of investor funds were used to purchase LOPs, and of the more than \$17 million raised from investors, Defendants and their related entities directly received or benefitted from over \$4.4 million. Defendants also used investor funds for a variety of other expenditures that were neither disclosed to nor authorized by investors, including the purchase of multiple parcels of real estate.

4. After a day-long evidentiary hearing on October 22, 2014, this Court found **"the evidence is clear and convincing and reaches a very high level that this was a fraudulent scheme to steal people's money."** The Court added, **"[t]he whole series of introduction of evidence and testimony in this case is highly suggestive of numerous criminal offenses that they might be fearful of from tax evasion to securities violations to fraud and theft, et cetera et cetera."**

¹ LOPs are contracts involving a patient, the patient's attorney, and the medical services provider under which the patient and attorney agree to pay all or part of the total billed by the medical services provider from the proceeds of any pre-suit settlement or lawsuit settlement or judgment the patient may obtain.

DESCRIPTION AND VALUE OF THE PROPERTY

5. The Property was purchased by Tri-Med on November 6, 2013, for \$174,500.00.²

The Receiver's investigation has shown that the funds used to purchase the Property are directly traceable to funds raised from investors in Defendants' fraudulent investment scheme. The Receiver also determined that Defendants used an additional approximately \$10,000.00 of proceeds from that scheme to improve and remodel the Property.

6. The Property is a ranch-style house built in 1977 with three bedrooms, two bathrooms, and a two-car garage situated on approximately 0.29 acres. The house contains approximately 1,532 square feet of gross living area.

7. In 2014, the Hillsborough County Property Appraiser assessed the Property at a value of \$146,018.00. The Receiver obtained an appraisal of the Property on November 7, 2014, which estimated the fair market value of the Property to be \$140,000.00. A copy of that appraisal is attached as **Exhibit C**.

8. The Receiver is not aware of any claims, liens, or encumbrances on the Property.

THE RECEIVER'S MARKETING EFFORTS

9. The Receiver marketed the Property to potential purchasers through his website, www.trimeddeceivership.com, in a specific "Assets for Sale" section. In addition, in November 2014, the Receiver engaged the services of realtor Robert T. Henderson of Keller Williams Realty South Tampa and the property was listed for \$180,000.00.

10. The Receiver was presented with an all-cash offer from Richard A. Bartsch and Juanita M. Paedae (the "**Purchasers**") for \$175,000.00. On June 4, 2015, the Purchasers and the

² Tri-Med purchased the property through a "straw buyer" who was supposed to transfer title to Tri-Med within 90 days after the November 6, 2013 closing. The Receiver secured a Quit Claim Deed from the straw buyer on March 19, 2014 transferring title to Tri-Med.

Receiver entered into the Agreement for the purchase price of \$175,000.00, contingent on this Court's approval. *See* Exhibit A. The Purchasers are in position to complete the sale and purchase of the Property contingent upon this Court's approval. As part of the Agreement, Purchasers have deposited \$4,000.00 of earnest money into an escrow account, which amount is to be credited towards the purchase price at closing should the Court approve the sale. Purchasers have agreed to pay the balance of the purchase price in full at closing, which is scheduled to take place within thirty days of the Court's approval of the sale.

11. The Receiver believes that the offer by Purchasers, which is above the Property's appraised value, fairly represents the current value of the Property.

THE SALE OF THE PROPERTY WILL BENEFIT THE RECEIVERSHIP ESTATE

12. As set forth above, Tri-Med used investor money to purchase and renovate the Property. The Property is currently vacant and does not generate any rental income or other form of revenue for the Receivership estate. To the contrary, the Receivership estate continues to incur monthly utility and lawn care expenses to maintain the Property.

13. The Receivership estate will receive approximately \$163,000.00 from the sale of the Property after the payment of commissions and other expenses associated with its sale.

MEMORANDUM OF LAW

14. Pursuant to the Order Appointing Receiver, in relevant part the Receiver is directed to "direct and oversee the liquidation of the assets and the properties of the Receivership Entities as deemed appropriate by him in a manner as to maximize in a timely manner the proceeds for such assets and properties and the conversion of the assets and properties of the Receivership Entities for the benefit of their customers/investors and creditors." Order Appointing Receiver § VIII.h. Specifically, the Receiver shall:

[h]ave and may exercise the power and authority to negotiate and prepare, or cause to be negotiated and prepared, and to enter into, written agreements relating to the sale, assignment, transfer or conveyance or any notes, stocks, securities, real property and other property (whether real, personal or mixed and whether tangible or intangible), except cash, in which the Receiver may hold any interest or have custody or possession; provided however, that the Receiver shall not actually sell, assign, transfer or convey any such asset or property until such time as the Receiver shall have made application to this Court for, and this court shall have entered, a further Order authorizing or ratifying such written agreement for sale, assignment, transfer or conveyance of such asset or property.

Id. § VIII.m.iii; *see Arzuman v. Saud*, 964 So. 2d 809, 811 (Fla. 4th DCA 2007) (affirming order allowing sale of real property to proceed and denying review of trial court’s order authorizing sale where property was in peril of loss and sale would preserve parties’ interest).

15. The judicial sale of real property in Florida is governed by Fla. Stats. § 45.031 (“**Section 45.031**”). Although Section 45.031 contains an enumerated set of procedures to effectuate a sale of real property under an order or judgment, it expressly states that those procedures “may be followed **as an alternative to any other sale procedure if so ordered by the court.**” Fla. Stats. § 45.031 (emphasis added). Thus, it is clear that compliance with Section 45.031 is not mandatory, and that courts have discretion to require alternative procedures where appropriate.

16. Here, the Receiver believes that the sale of the Property through conventional means is more efficient, less costly, faster, and far more likely to result in a sale at a fair market price than the procedure set forth in Section 45.031, which requires incurring the cost of publishing the sale at least twice and selling the Property through a public auction for the amount bid. The Receiver believes that the conventional sale method he has used to sell the Property – *i.e.*, listing it for sale with a realtor – is not only adequate and reasonable, but it is the procedure that is most likely to maximize recovery for the Receivership estate.

17. Indeed, the Receiver was able to sell the Property for \$175,000.00, which is greater than both the independent appraised value of the Property and the Hillsborough County Property Appraiser's assessed value.

18. This Court has previously approved the sale – and deviation from the sale procedure set forth in Section 45.031 – of two other Receivership properties in the manner described above. See **Composite Exhibit D**.

CONCLUSION

As set forth above, the Receiver believes the conventional sale procedure he has used to find a buyer for the Property is the procedure that is most likely to maximize recovery for the Receivership estate, and consequently the Receiver respectfully requests the Court enter an Order (1) authorizing the sale of real property located at 15316 Stonecreek Lane, Tampa, Hillsborough County, Florida, 33613, to Richard A. Bartsch and Juanita M. Paedae in the amount of \$175,000.00 in accordance with the terms set forth in the Purchase And Sale Agreement attached as Exhibit A; and (2) providing for any such further relief the Court deems just and appropriate.

s/Gianluca Morello

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Attorneys for Burton W. Wiand, as Receiver for Tri-Med Corporation, Tri-Med Associates Inc., and TMFL Holdings, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 16, 2015, I electronically filed a true and correct copy of the foregoing with the Clerk of the Court by using the Florida Courts E-Filing Portal, which served the following parties:

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s/Gianluca Morello
Gianluca Morello, FBN 034997

Exhibit A

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter "Agreement"), is entered into this 4th day of June 2015, by and between **Richard A. Bartsch and Juanita M. Paedae** (hereinafter, the "Buyers") and **Burton W. Wiand**, in his capacity as Receiver (hereinafter, the "Receiver" or "Seller", and collectively with Buyer, the "Parties") appointed in *State of Florida, Office of Financial Regulation v. Tri-Med Corporation; Tri-Med Associates Inc.; Jeremy Anderson; Anthony N. Nicholas, III; Eric Ager; Irwin Ager; Teresa Simmons Bordinat, a/k/a Teresa Simmons*; Pinellas County Circuit Court, FL, Case No. 14-001695-CI (hereinafter, the "Receivership Action").

BACKGROUND

WHEREAS, the Pinellas County Circuit Court, Florida (the "Court"), appointed Burton W. Wiand the Receiver in the Receivership Action over Tri-Med Corporation and Tri-Med Associates Inc. on March 5, 2014. The scope of Receiver's control was subsequently expanded by the Court to include TMFL Holdings, LLC on May 13, 2014. Tri-Med Corporation, Tri-Med Associates Inc. and TMFL Holdings, LLC are collectively referred to as the "Receivership Estate."; and

WHEREAS, the Receiver took possession of real property located at 15316 Stonecreek Lane, Tampa, Florida 33613-1253 (hereinafter the "Property") on or about March 5, 2014, and has full power and authority to market and enter into an agreement to sell the Property, subject to court-approval and as otherwise defined below; and

WHEREAS, the Buyers desire 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 Buyers agree 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, together with any of the following items or fixtures which may be now located in or which may be a part of the Property: all appliances and fixtures presently located on the Property, if any. The Property shall include all appurtenant rights, privileges, and easements, all buildings and improvements, free from all encumbrances whatsoever, except restrictions and easements of record, zoning ordinances, and taxes and assessments, both general and special, not currently due and payable. PROPERTY SOLD "AS IS".

2. **Purchase Price:** The Purchase Price shall be One Hundred Seventy Five Thousand and no/100 Dollars (\$175,000.00). Buyers agree that this is an ALL CASH purchase and there shall be no financing contingency.

3. **Escrow Agent and Earnest Money:** An escrow shall be opened pursuant to this Agreement with the Escrow Agent. Seller and Buyers mutually agree that Old Republic National Title Insurance Company, 1410 N. Westshore Blvd., Suite 800, Tampa, FL 33607 shall serve as the Escrow Agent. Within three (3) days after the execution of this Agreement by both Parties, the Buyers will deposit with the Escrow Agent the sum of Four Thousand and no/100 Dollars (\$4,000.00) in readily available funds as an earnest money deposit ("Earnest Money Deposit"). The Earnest Money Deposit shall be credited at Closing towards the Purchase Price to be paid to Seller by Buyers for the Property under the terms of this Agreement. The terms of this Agreement shall serve as the escrow instructions for this transaction.

4. **Conditions of Escrow:** Seller shall, on or before the date of Closing, make reasonable efforts to obtain approval from the Pinellas County Circuit Court to sell the Property pursuant to the terms of this Agreement. If the Court approves the sale of the Property pursuant to the terms of this Agreement and the Buyers fail to perform under this Agreement except as to any rights the Buyers may have under paragraphs 7, 8 or 9, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyers' failure to perform. In the event that the Court fails to approve this Agreement or the Buyers terminates the Agreement pursuant to paragraphs 7, 8 or 9, this Agreement shall be null and void and of no further force and effect and neither Seller nor the Buyers shall have any further obligations hereunder to the other and the Earnest Money Deposit shall be delivered immediately to Buyers. Should Seller fail to perform any obligation under this Agreement for any other reason, the Buyers' sole remedy shall be to seek return of all funds deposited in connection with this Agreement.

5. **Closing and Closing Agent:** Unless extended by mutual agreement of the Parties, Closing shall take place within thirty (30) days after the Pinellas County Circuit Court's approval of the sale. 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 by the escrow agent as provided herein. The Closing will be held in Hillsborough County, Tampa, Florida. Old Republic National Title Insurance Company shall serve as the Closing Agent.

6. **Conveyance of Title:** When the funds to be paid by Buyers together with all documents required to be deposited by Buyers 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.

7. **Evidence of Title, Survey and Closing Costs:** Buyers, at Buyers' cost and expense, may obtain evidence of title, a title abstract, title insurance and/or a survey of the Property. At Closing, Buyers 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 by the Escrow Agent for escrow services; (vii) all survey and appraisal costs; (viii) mortgage taxes (if any); (ix) the cost of any environmental reports; and (x) Buyers' 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 Buyers hereunder, including without limitation, the cost of performance by Buyers 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, Buyers 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.

8. **Condition of Premises and Inspection Period:** Buyers acknowledge and agree to purchase the property on an "As Is" "Where Is" basis, with all faults and without representations, express or implied, of any type, kind, character or nature, including but not limited to the suitability of the Property for any use, and without warranties, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the Property for any use, and without recourse, express or implied, of any type, kind, character or nature.

With prior notice to and approval from Seller, Seller does hereby grant to Buyers and their authorized agents the right, at Buyers' sole risk, cost and expense, for a period of fifteen (15) days from the date of this Agreement (the "Inspection Period") to enter the Property to inspect, examine, and survey the Property and otherwise do that which, in the opinion of Buyers, is reasonably necessary to determine the boundaries and acreage of the Property, the suitability of the Property for the uses intended by Buyers, and to determine the physical condition of the Property. Buyers agree to indemnify and hold Seller harmless from and against any and all liabilities, claims, losses or damages arising directly or indirectly from negligence in conducting Buyers' inspection and examination of the Property (but not from any effect upon value or marketability of the Property), and this indemnity and hold harmless provision shall survive Closing or the termination of this Agreement. Buyers shall promptly deliver to Seller copies of the results of all of Buyers' inspections, appraisals and/or examinations. If, at the conclusion of the Inspection Period, Buyers should notify Seller in writing that Buyers, for whatever reason, desires not to proceed with this purchase, this Agreement shall be deemed null and void, escrow shall be canceled, and the full Earnest Money Deposit with no deductions shall be returned to Buyers without any interference or further instruction or authorization from Seller. After the fifteenth (15th) day, the Earnest Money Deposit is non-refundable except as otherwise provided for in this Agreement.

9. **Damage or Destruction:** In the event the Property, or any portion thereof, is damaged or destroyed by fire or other cause prior to the date of transfer of title, Buyers may declare this Agreement null and void or Buyers 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 Buyers declare this Agreement null and void due to damage or destruction as described in this paragraph 9, the Earnest Money Deposit shall be delivered immediately to Buyers.

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

11. **Real Estate Brokers:** Seller and Buyers 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 Robert T. Henderson of Keller Williams South Tampa and Marvin Gordon of Sun Bay Realty, LLC. At Closing, Seller agrees to a six percent (6%) commission to Robert T. Henderson of Keller Williams South Tampa pursuant to a separate written agreement by and between Seller and Robert T. Henderson of Keller Williams South Tampa. In no event shall the total sales commission owed by the Seller exceed six percent (6%) of the Purchase Price.

12. **General Provisions:**

- (a) This Agreement shall be governed by the laws of Florida.
- (b) Buyers 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 *State of Florida, Office of Financial Regulation v. Tri-Med Corporation; Tri-Med Associates Inc.; Jeremy Anderson; Anthony N. Nicholas, III; Eric Ager; Irwin Ager; Teresa Simmons Bordinat, a/k/a Teresa Simmons*; Pinellas County Circuit Court, FL, Case No. 14-001695-CI, to the exclusion of the courts of or in any other state or country, and (ii) irrevocably submit to the exclusive jurisdiction of the Pinellas County Circuit Court, in Pinellas County in the State of Florida, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably waive any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.
- (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 Seller'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 Friday, June 5, 2015, 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) 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. Notices to Seller may be mailed to 5505 West Gray Street, Tampa, Florida 33609 and to Buyers at 907 River Rapids Avenue, Brandon, Florida 33511.

BUYERS


Richard A. Bartsch


Juanita M. Paedae

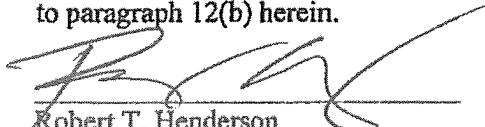
SELLER

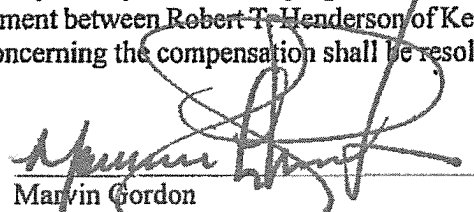

Burton W. Wiand, Receiver

Effective 6/4/15

BROKERS' ACKNOWLEDGEMENT

Robert T. Henderson of Keller Williams South Tampa and Marvin Gordon of Sun Bay Realty, LLC hereby acknowledge receipt of this Agreement and agree to be joined to this Agreement to the extent the compensation structure is discussed. Robert T. Henderson of Keller Williams South Tampa and Marvin Gordon of Sun Bay Realty, LLC hereby agree to the compensation structure set forth in a separate written agreement between Robert T. Henderson of Keller Williams South Tampa and the Seller. Any dispute concerning the compensation shall be resolved pursuant to paragraph 12(b) herein.



Robert T. Henderson
Keller Williams South Tampa

Marvin Gordon
Sun Bay Realty, LLC - 3% Commission minus \$295 per MLS

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION

Lot 6, Block 2, Suarez Subdivision, Unit 1, according to the plat thereof recorded in Plat Book 47, Page(s) 27, of the Public Records of Hillsborough County, Florida.

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

RECEIVER'S DEED

Prepared by:
Wiand Guerra King P.L.
5505 West Gray Street
Tampa, FL 33609

RECEIVER'S DEED

THIS INDENTURE, made as of the ____ day of _____ 2015, by and between **Burton W. Wiand, Receiver** (hereinafter referred to as the "Grantor"), having a mailing address of 5505 West Gray Street, Tampa, Florida 36609, and **Richard A. Bartsch and Juanita M. Paedae** having an address of _____ (hereinafter referred to as the "Grantees");

WITNESSETH:

That Burton W. Wiand was appointed as receiver for the Property, as hereinafter described, pursuant to that certain Order Appointing Receiver in *State of Florida, Office of Financial Regulation v. Tri-Med Corporation; Tri-Med Associates Inc.; Jeremy Anderson; Anthony N. Nicholas, III; Eric Ager; Irwin Ager; Teresa Simmons Bordinat, a/k/a Teresa Simmons*; Pinellas County Circuit Court, FL, Case No. 14-001695-CI. The sale having been duly approved by Order of the Pinellas County Circuit Court, entered _____, 2015 (hereinafter referred to as the "Order" and attached hereto as Exhibit A and incorporated herein by this reference).

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

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

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

Signed, sealed and delivered in the presence of:

Witness signature

Burton W. Wiand, Receiver

Printed name

Witness signature

Printed name

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Burton W. Wiand, Receiver.

Notary Public
Print

Name: _____

My Commission

Expires: _____

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

EXHIBIT A TO RECEIVER'S DEED

COURT ORDER

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

vs.

Case No.: 14-001695-CI

TRI-MED CORPORATION,
TRI-MED ASSOCIATES INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT
a/k/a TERESA SIMMONS,
and ANTHONY N. NICHOLAS, JR.,

Defendants.

TMFL HOLDINGS, LLC,

Relief Defendant.

_____ /

ORDER

Before the Court is the Receiver's Unopposed Verified Motion for Approval of Sale of Real Property Located in Tampa, Hillsborough County, Florida (the "Motion") (Dkt. ____). Upon due consideration of the Receiver's powers as set forth in the Order Appointing Receiver (Dkt. ____), and applicable law, it is **ORDERED AND ADJUDGED** that the Motion is **GRANTED**.

The sale of the real property located at 15316 Stonecreek Lane, Tampa, Hillsborough County, Florida 33613, pursuant to the Purchase and Sale Agreement attached as Exhibit ____ to the Motion, is hereby approved. The Receiver is hereby directed to transfer free and clear of all claims, liens, and encumbrances to **Richard A. Bartsch and Juanita M. Paedae** by way of Receiver's Deed, pursuant to Purchase and Sale Agreement, title to the real property located in Tampa, Hillsborough County, Florida.

DONE and ORDERED in chambers in Tampa, Florida this ____ day of _____, 2015.

Pinellas County Circuit Court Judge

COPIES FURNISHED TO:
Counsel of Record

EXHIBIT B TO RECEIVER'S DEED

LEGAL DESCRIPTION

Lot 6, Block 2, Suarez Subdivision, Unit 1, according to the plat thereof recorded in Plat Book 47, Page(s) 27, of the Public Records of Hillsborough County, Florida.

Exhibit B

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

vs.

CASE NO.:

TRI-MED CORPORATION,
TRI-MED ASSOCIATES INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER,
IRWIN AGER,
and TERESA SIMMONS BORDINAT, a/k/a
TERESA SIMMONS,

Defendants.

**ORDER IMPOSING TEMPORARY INJUNCTION,
APPOINTMENT OF A RECEIVER,
AND OTHER STATUTORY AND ANCILLARY RELIEF**

This cause came on to be heard ex parte on Plaintiff's Verified Motion for a Temporary Injunction, Appointment of a Receiver, and Other Statutory and Ancillary Relief, and as prayed in the Verified Complaint for Temporary and Permanent Injunction, Appointment of Receiver, and Other Statutory and Ancillary Relief, and it appearing to the Court from the Verified Motion and the Verified Complaint that an emergency exists in that the Defendants have violated, participated in, or are concerned with violations of Chapter 517, Florida Statutes, and may continue to violate state securities laws in connection with the offer and sale of unregistered securities in the form of investment agreements. The Court is also concerned, and the evidence

tendered to the Court shows, that there is imminent danger that investor funds and other property of the Defendants may be lost, destroyed, moved or concealed if a Temporary Injunction is not issued, and a Receiver is not appointed, immediately.

The Court finds at this time that:

1. The evidence strongly indicates that the Defendants have offered and sold in excess of \$13 million in unregistered securities in the form of investment agreements to at least 232 Florida investors from offices in Florida in violation of Chapter 517, Florida Statutes. The evidence also indicates misrepresentations of fact occurred in such sales constituting securities fraud in that the Defendants represented themselves as purchasing medical practice related accounts-receivable securitized by letters of protection, that the funds would be "safe" and "secure" and "backed by major insurance companies," when in fact the Defendants utilized funds for purposes other than investing in medical practice related accounts-receivable securitized by letters of protection, and the Defendants were not lawfully registered in Florida to conduct securities activities. The evidence further indicates that investor funds have been utilized to pay back earlier investors, the attributes of a Ponzi scheme. Such transfers were directly contradictory to what was told to investors regarding the safety of their investment. Moreover, the Defendants have no legal or factual basis to be holding, obtaining or utilizing investor funds that were generated by the illicit sale of the investment agreements. Such acts in the Court's opinion do clearly constitute "injury" and "irreparable injury" to the investors and such acts also harm the citizens of the State of Florida in that these activities are in violation of Chapter 517, Florida Statutes. Moreover, based on these verified facts, there is a substantial likelihood the Plaintiff will prevail at trial. The specific violations and acts supporting these

findings are as follows:

- a. Securities Fraud in violation of § 517.301(1)(a)1, 2, and 3, Florida Statutes;
- b. Sale of Unregistered Securities within Florida in violation of § 517.07(1), Florida Statutes; and
- c. Sale of Unregistered Securities by an Unregistered Dealer, Associated Person or Issuer in violation of § 517.12(1), Florida Statutes.

2. It is further found that pending final determination of this Action, the Defendants may, unless restrained and enjoined, continue to engage in acts and practices or be concerned in acts and practices, directly or indirectly, which constitute violations of Chapters 517, Florida Statutes, as cited above and as identified in the Verified Motion and Verified Complaint.

3. Adequate grounds exist for the issuance of this Order without prior notice to the Defendants, in light of possible further instances of “irreparable injury” warranting the lack of notice. The Court also notes that when the government acts to enforce its police powers, any alternative legal remedy may be ignored and irreparable harm may be presumed, as in this instant circumstance. The Court, however, notes these additional circumstances which tend to indicate irreparable injury and the need to dispense with notice as follows:

- a. The evidence of the lack of medical practice related accounts-receivable securitized by letters of protection purchased with investor funds, the residence of Defendant Jeremy Anderson within the State of Minnesota and the Delaware state of incorporation for Defendant Tri-Med Associates, Inc. indicate the possibility that

remaining assets may be or already may have been moved beyond the jurisdiction of this Court or to locations where the assets could not be recovered for the customers.

b. Issuance of a temporary injunction will not create an undue hardship on the Defendants as these parties have likely violated or participated in violations of the State's securities laws or are "concerned in" such violations and have illegally benefited from such violations. All such acts to be enjoined are already prohibited by Florida law. In addition, Florida law specifically provides for a Receiver for such securities law violations.

c. During the time between when the Plaintiff would give notice to the Defendants and the time of an actual hearing, the Defendants may transfer, encumber, deplete or secrete their remaining assets, which are principally in the form of highly liquid dollars. The Court again notes the ties to Minnesota and Delaware.

Therefore, in consideration of the Record and said findings at this time:

I.

IT IS HEREBY ORDERED, that pending final determination of this action, the Defendants and their shareholders, directors, officers, agents, servants, employees and attorneys, and those in active concert or participation with any of the foregoing and any other person concerned in or in any way participating in or about to participate with them, be, and they and each of them hereby are, restrained and enjoined, directly or indirectly from the following:

a. offering to sell or selling any security or investment in violation of the anti-fraud provisions of § 517.301, Florida Statutes;

b. offering to sell or selling any unregistered security in violation of § 517.07, Florida Statutes;

c. offering to sell or selling any security in or from offices within the state of Florida or to persons in this state in violation of the registration provisions of § 517.12, Florida Statutes; and

d. doing any other act or acts in furtherance of or in direct violation of Chapter 517, Florida Statutes.

II.

IT IS HEREBY ORDERED that pending final determination of this action or further ruling by this Court, the Plaintiff's request for Orders of Restitution is found to be premature. However, as set forth in more detail at Sections III, IV, and V below, the Court will impose additional mandatory obligations and prohibitions as concerning the transfer, concealment, and disposition of investor funds. The Court authorizes the Plaintiff and the Receiver to engage in expedited discovery, including to set depositions and demand production of documents on five (5) business days' notice. Unless otherwise noted, all written notices called for under this Order shall be effective upon hand delivery to counsel of record of the Defendants or to the Defendants, or twenty-four (24) hours after delivery to a private expedited delivery service, or 48 hours after deposit into the mail, postage paid, addressed to counsel of record of the Defendants or to the last known address of the Defendants.

III.

IT IS FURTHER ORDERED that pending final determination of this action, the Defendants and their members, shareholders, agents, servants, officers, directors, employees,

attorneys, depositories, banks, and brokerage and financial institutions, and those persons in active concert or participating with any of the foregoing, and each of them, be and they hereby are restrained from, directly or indirectly, accepting or depositing additional funds, or moving, setting off, receiving, changing, selling, pledging, assigning, conveying, liquidating, or otherwise disposing, withdrawing, or encumbering any assets or property owned by, controlled by, under the direction or instruction of, or in the possession of the Defendants or their depositories, banks, and brokerage and financial institutions, including, but not limited to, cash, free credit balances, receivables, credit items, deposits, securities, fully paid for securities, property pledged or hypothecated as collateral for loans, and other assets obtained by them or held for the account of the Defendants, currently held by them or under their control, wherever situated, and any property under the control of the Defendants or any of their respective members, shareholders, agents, officers, directors, servants, employees and attorneys which was obtained from the Defendants; and directing each of the financial, banking or brokerage institutions, bailees, debtors or any other persons or entities holding any such assets, funds, or other properties of the Defendants or their agents, to hold and retain within their control such assets, funds, or other properties and prohibit their removal, sale, assignment, withdrawal, transfer, setoff, pledge, change, or disposal, until further order of this Court or, to the extent authorized by this Order, instructions from the Receiver.

IV.

IT IS FURTHER ORDERED that the Defendants shall immediately repatriate all assets that have been transferred outside of the United States.

V.

IT IS FURTHER ORDERED that each of the Defendants shall prepare and submit to this Court and to the Receiver and the Plaintiff within three (3) business days of their receipt of any form of notice of this Order or by March 10, 2014, whichever is later, an accounting of all investor funds and all other assets (including all personal assets) in their possession or control, whether or not associated with the offer and sale of medical practice related accounts-receivable securitized by letters of protection. Following such report, the Court will entertain motions seeking relief from the asset freeze provisions of Section III, above, or entertain renewed motions by the Plaintiff seeking Orders of Restitution.

VI.

IT IS FURTHER ORDERED that pending final determination of this action, the Defendants and their members, shareholders, directors, officers, agents, servants, employees and attorneys, and those persons in active concert or participation with any of the foregoing, and their depositories and banks and financial institutions, shall grant unfettered access to the Plaintiff and its counsel and agents, and to the Receiver appointed by this Court, and his counsel, agents and representatives, to all property, business premises, papers, records, books of account, computer records and computer-stored data and computer terminals and equipment, files, documents, computer data backups, or other things of or pertaining in any way to the subject matter of this litigation (of whatever nature and wherever situated) in their possession or under their control, and such access shall include the right to access and to inspect and to copy in any form such papers, records, books of account, computer records and computer stored data, files, documents, and computer data backups. The Defendants and their members, shareholders, directors,

officers, agents, servants, employees and attorneys, and those persons in active concert or participation with any of the foregoing, and each of them, shall cooperate fully with the Receiver and comply with the Receiver's requests for information, records, and documentation so that the Receiver may perform his duties with information and knowledge.

VII.

IT IS FURTHER ORDERED that pending final determination of this action, the Defendants and their members, shareholders, directors, officers, agents, servants, employees and attorneys, and those persons in active concert or participation with any of the foregoing, and each of them, are restrained and enjoined from destroying, transferring, moving, concealing, erasing, deleting, mutilating, altering, disposing or otherwise rendering unintelligible or inaccessible or illegible any or all of the books, records, documents, contracts, agreements, assignments, obligations, papers, ledgers, accounts, statements, journals, files, computer records, computer-maintained data, computer-stored or computer-generated data, computer-readable data, and other property in any way relating to investor funds or the activities of the Receivership Entities or any other matter pertaining in any way to the subject matter of this litigation, and those persons in active concert or participation with any of the foregoing, and each of them, are directed to immediately deliver to the Receiver, and in no event shall such delivery occur in excess of 24 hours from any form of notice of this Order, all books, records, documents, contracts, agreements, assignments, obligations, papers, ledgers, accounts, statements, journals, files, computer records, computer-maintained data, computer-stored or computer-generated data, computer-readable data, and other property associated with customer deposits, investor funds, the activities of the Receivership Entities, or any other matter pertaining in any way to the

subject matter of this litigation.

VIII.

IT IS FURTHER ORDERED that Burton Wiand, Esq. be and is hereby appointed Receiver of all the assets and properties of Defendants Tri-Med Corporation, and Tri-Med Associates Inc. (collectively "the Receivership Entities"), wherever located; and that he is hereby directed to take immediate possession of said assets and properties, including but not limited to (i) accounts at Wells Fargo Bank, N.A., and Homebanc N.A. and money held in trust by Marlowe McNabb P.A. and (ii) offices and the contents of such offices where the business of the Defendants has been conducted, and to hold and manage them until further order of this Court; and that he shall marshal and safeguard all such properties and assets, seek constructive trusts where appropriate, marshal and safeguard the documents, books, records and data currently in the possession of or under the control of the Receivership Entities and its agents or servants. Each of the financial, banking or brokerage institutions, bailees, debtors or any other persons or entities holding any assets, funds, or other properties of the Receivership Entities or their agents shall transfer to the Receiver such assets, funds, or other properties, without further order of this Court in accordance with the Receiver's instructions. Further, any and all law enforcement authorities are authorized to take any and all necessary steps to assist the Receiver in fulfilling his duties and obligations as set forth in this Order. Further, the Receiver shall prepare an initial report to the Court and the Plaintiff within twenty (20) days of the date of this Order detailing the activities of the Receivership Entities and the books, records, property and assets found, and the whereabouts of any investors funds that can be located; and thereafter he shall prepare a report every one hundred twenty (120) days detailing the activities of the Receivership Entities and the

books, records, property and assets found, and the whereabouts of any investors funds that can be located; and the Plaintiff and the Receiver, are not required to give any bond. In addition:

a. The Receiver may, at any time, apply to this Court for further powers and authority as may be necessary and appropriate to carry out the purposes of this Order.

b. The Receiver and any counsel or accountant whom the Receiver may select, subject to the approval of the Court, are entitled to reasonable compensation from the assets now held by or in the possession or control of or which may be received by the Receiver from or on behalf of the Receivership Entities, in an amount or amounts commensurate with their duties and obligations under the circumstances. Said compensation shall be paid only upon the application of the Receiver and further Order of this Court.

c. Except by leave of Court during the pendency of this appointment of the Receiver herein, all creditors and other private parties seeking money, damages or other relief from the Receivership Entities, and all others acting on behalf of any such creditor or other persons including sheriffs, marshals, and other officers and their deputies, and their respective attorneys, servants, agents, and employees, are hereby stayed and restrained from doing any act or thing whatsoever including instituting or continuing any proceeding to interfere with the possession of or management by the Receiver of the property and assets owned, controlled, or in the possession of the Receivership Entities, or in any way to interfere with said Receiver, or interfere in any manner during the pendency of this proceeding with the exclusive jurisdiction of this Court over the Receivership Entities. This Order shall not stay or restrain any pending or future action

whatsoever by any government agency or any representative on behalf of any government in any form whatsoever.

d. The Receiver shall assume all of the rights and powers which the Receivership Entities may have had, or may have, to manage, control, operate, maintain, possess, receive or use its respective assets, properties, income, earnings, rents and profits, and the Receiver shall have full power and authority to sue for, collect, receive and take into his custody or possession all goods, chattels, rights, claims, causes of action, credits, monies, effects, real estate and books of account and other documents, papers and materials (whether in written, electronic or other form) of the Receivership Entities.

e. The Receiver shall cause all funds obtained from the operations or assets or properties of the Receivership Entities or received on behalf of the Receivership Entities to be deposited in one or more accounts that require the direction of the Receiver or the approval of the Court for any disbursement therefrom. The Receiver shall cause all securities held by the Receivership Entities in brokerage accounts to be transferred to one or more brokerage accounts that require the direction of the Receiver or the approval of the Court for the sale or other transfer thereof.

f. The Receiver shall make reasonable inquiry into the business, affairs, assets, liabilities, revenues, expenses and financial condition of the Receivership Entities and the legality and propriety of the actions taken or omitted to have been taken by the members, managers, shareholders, directors, officers, agents, attorneys, accountants and other professionals of, and the independent contractors and other parties who or which

may have engaged in business or may have otherwise been involved with the Receivership Entities as deemed necessary by the Receiver in order to carry out the purposes of this Order and the Receiver's duties hereunder. The Receiver shall be empowered to use the process of this Court under the Florida Rules of Civil Procedure to conduct such inquiry.

g. The Receiver is authorized to open all mail addressed to or relating to the Receivership Entities, and the United States Postal Service is directed to grant access to any P.O. boxes held in the name of the Receivership Entities and to provide any information requested by the Receiver regarding any of the Receivership Entities.

h. The Receiver shall direct and oversee the liquidation of the assets and properties of the Receivership Entities as deemed appropriate by him in such a manner as to maximize in a timely manner the proceeds for such assets and properties and the conservation of the assets and properties of the Receivership Entities for the benefit of their customers/investors and creditors.

i. If the Receiver determines that the continued operations of the Receivership Entities are not warranted or are without substantial probability of success, then the Receiver shall apply to this Court, upon a proper showing based upon inventories of the assets and properties of the Receivership Entities, financial statements and such other matters as may be appropriate, for an Order of this Court directing the liquidation of the remaining assets and properties of the Receivership Entities and the orderly distribution of such assets and properties among the investors and creditors of the Receivership Entities as may be appropriate and equitably carried out.

j. Without limiting any of the provisions of this Article V, the Receiver shall hold and possess and may exercise, assert and/or waive all of the powers, authority, rights, privileges and immunities which were held or possessed or may have been exercised, asserted and/or waived by the Receivership Entities, including without limitation the attorney-client privilege and the accountant-client privilege.

k. Without limiting any of the provisions of this Article V, the Receiver shall have and may exercise the power and authority to assert and prosecute by or on behalf of the Receivership Entities any and all claims, actions, suits and proceedings which may have been or which may be asserted or prosecuted by the Receivership Entities or which may have been or which may be assigned, transferred or conveyed to the Receiver and, upon the application to and further Order of this Court, to compromise or settle any such claim, action, suit or proceeding. This Court specifically finds that in bringing such claims, actions, suits, and/or proceedings, the Receiver (i) is not prohibited or barred, and shall not be prohibited or barred, by the doctrine of in pari delicto and (ii) is not bound, and shall not be bound, by any contractual or other language requiring any such claims, actions, and/or proceedings to be brought in arbitration or any similar out-of-court venue.

l. In the event the Receiver discovers that funds of investors in the scheme that is the subject of this case have been transferred to other persons or entities, the Receiver shall apply to this Court for an Order giving the Receiver possession of such funds and, if the Receiver deems it advisable, extending this receivership over any person or entity holding such investor funds.

m. Without limiting any of the provisions of this Article V:

i. the Receiver shall have and may exercise the power and authority to negotiate and prepare, or to cause to be negotiated and prepared, and to enter into, written agreements relating to the settlement or compromise of any and all claims, actions, suits and proceedings which may have been or which may be asserted or prosecuted by the Receiver; provided, however, that no such settlement or compromise shall be binding upon or enforceable against the Receiver until such time as the Receiver shall have made application to this Court for, and this Court shall have entered, a further Order authorizing or ratifying such settlement or compromise.

ii. in connection with the settlement or compromise of any claim, action, suit or proceeding which may have been or which may be asserted or prosecuted by the Receiver, the Receiver shall have the power and authority to accept, receive, take and hold legal, beneficial and/or equitable title to or interest in, and/or take custody or possession of, cash, notes, stock, securities, real property, personal property and other property (whether real, personal or mixed, and whether tangible or intangible), pending and subject to the Receiver's making application to this Court for, and this Court's entering, a further Order authorizing or ratifying such settlement or compromise.

iii. the Receiver shall have and may exercise the power and authority to negotiate and prepare, or to cause to be negotiated and

prepared, and to enter into, written agreements relating to the sale, assignment, transfer or conveyance of any notes, stock, securities, real property, personal property and other property (whether real, personal or mixed, and whether tangible or intangible), except cash, in which the Receiver may hold any interest or have custody or possession; provided, however, that the Receiver shall not actually sell, assign, transfer or convey any such asset or property until such time as the Receiver shall have made application to this Court for, and this Court shall have entered, a further Order authorizing or ratifying such written agreement for sale, assignment, transfer or conveyance of such asset or property.

n. The Receiver shall be exclusively vested with all rights, power and authority over the corporate governance of the Receivership Entities, including all rights, power and authority otherwise held by shareholders, members or directors of the Receivership Entities and specifically including the authority to file a voluntary petition under Title 11 of the United States Code.

o. The Receiver and all persons acting by or through him or on his behalf shall in no event be liable to anyone for their good faith compliance with the duties and responsibilities of a receiver nor shall the Receiver or any person acting by or through him or on his behalf be liable to anyone for any actions taken as receiver except upon an express finding by this Court that they acted or failed to act as a direct result of gross negligence or willful disregard of their duties. The Receiver and all persons acting by or through him or on his behalf shall be indemnified and held harmless out of the assets and

properties of the receivership estate for all costs and expenses, including attorney fees. Persons dealing with the Receiver or any person acting by or through him or on his behalf shall look only to the assets or property of the receivership estate to satisfy any alleged liability and neither the Receiver nor any person acting by or through him shall have any personal obligation whatsoever.

AND IT IS FURTHER ORDERED that Plaintiff shall forthwith cause a copy of this Order to be served on the Defendants and file proof of such service as soon as practicable thereafter. Service of this Order shall be sufficient if made upon Defendants by facsimile or overnight courier.

DONE AND ORDERED at 10:25 o'clock, 9 m., this ____ day of

_____, 2014, at _____, Florida in chambers.

Circuit Judge

ORIGINAL SIGNED
MAR 05 2014
JUDGE ANTHONY RONDOLINO

Exhibit C



APPRAISAL OF REAL PROPERTY

LOCATED AT:

15316 Stonecreek Ln
SUAREZ SUBDIVISION UNIT 1 LOT 6 BLOCK 2
Tampa, FL 33613

FOR:

Burton Wiand, Receiver
PO Box 6920
North Port, FL 34290

AS OF:

11/10/2014

BY:

Juan B Long
Champions Real Estate Appraisals
8710 W Hillsborough Avenue
Ste 120
Tampa, FL 33615

Uniform Residential Appraisal Report

File # 2014.522J

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 15316 Stonecreek Ln, City Tampa, State FL, Zip Code 33613. Borrower Burton Wland, Receiver. Owner of Public Record TRI-MED CORPORATION. County Hillsborough. Legal Description SUAREZ SUBDIVISION UNIT 1 LOT 6 BLOCK 2. Assessor's Parcel # U-36-27-18-OSO-000002-00006.0. Tax Year 2013. R.E. Taxes \$ 2,480. Neighborhood Name SUAREZ. Map Reference 27-18-36. Census Tract 0111.08. Occupant Owner Tenant Vacant. Special Assessments \$ 0. PUD HOA \$ 0 per year per month. Property Rights Appraised Fee Simple Leasehold Other (describe). Assignment Type Purchase Transaction Refinance Transaction Other (describe) Value Purposes. Lender/Client Burton Wland, Receiver. Address PO Box 6920, North Port, FL 34290. Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No. Report data source(s) used, offering price(s), and date(s). DOM 9; Subject was listed for sale on 03/13/2013 for \$139,000. It sold for \$174,500 on 11/06/2013.

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ Date of Contract Is the property seller the owner of public record? Yes No Data Source(s). Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No. If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Table with Neighborhood Characteristics and One-Unit Housing Trends. Columns include Location, Property Values, Demand/Supply, Marketing Time, One-Unit Housing (PRICE, AGE), and Present Land Use %.

Market Conditions (including support for the above conclusions) See Addendum

Dimensions 98 X 131 (No Survey Provided) Area 12838 sf Shape Irregular View N;Res;. Specific Zoning Classification RSC-4 Zoning Description Res-SF Conventional 4 uts / acre. Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe). Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe.

Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private. Electricity Water Sanitary Sewer Alley Street Asphalt. FEMA Special Flood Hazard Area Yes No FEMA Flood Zone X FEMA Map # 12057C0204H FEMA Map Date 08/28/2008. Are the utilities and off-site improvements typical for the market area? Yes No If No, describe. Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe. There are no apparent adverse conditions, easements, or encroachments known. Flood zone information was obtained from FEMA flood maps. The flood zone location is approximate, as to the actual location of the site in a specific flood zone, this information needs to be verified by a survey.

Table with General Description, Foundation, Exterior Description, and Interior. Columns include Units, # of Stories, Type, Design (Style), Year Built, Effective Age (Yrs), Atic, Drop Stair, Floor, Finished, Appliances, and various material/condition details.

Appliances Refrigerator Range/Oven Dishwasher Disposal Microwave Washer/Dryer Other (describe). Finished area above grade contains: 7 Rooms 3 Bedrooms 2.0 Bath(s) 1,532 Square Feet of Gross Living Area Above Grade. Additional features (special energy efficient items, etc.) The subject property features additional items such as: flood lights and walk in closets. Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) C4; No updates in the prior 15 years; The subject property appears to be adequately maintained and of average quality construction. The kitchen has totally been removed (no cabinets, island, or appliances). The bathroom has missing sinks also.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe

Uniform Residential Appraisal Report

File # 2014.522J

| | |
|--|--|
| There are 17 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 45,000 to \$ 177,900 | |
| There are 36 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 15,000 to \$ 540,000 | |
| FEATURE | SUBJECT |
| COMPARABLE SALE # 1 | |
| COMPARABLE SALE # 2 | |
| COMPARABLE SALE # 3 | |
| Address | 15316 Stonecreek Ln Tampa, FL 33613 |
| Address | 16403 Lake Byrd Dr Tampa, FL 33618 |
| Address | 14817 N Iris Ave Tampa, FL 33613 |
| Address | 14813 N Iris Ave Tampa, FL 33613 |
| Proximity to Subject | 0.99 miles NW |
| Proximity to Subject | 0.61 miles S |
| Proximity to Subject | 0.64 miles S |
| Sale Price | \$ 155,000 |
| Sale Price | \$ 144,500 |
| Sale Price | \$ 139,900 |
| Sale Price/Gross Liv. Area | \$ 92.81 sq.ft. |
| Sale Price/Gross Liv. Area | \$ 97.37 sq.ft. |
| Sale Price/Gross Liv. Area | \$ 94.27 sq.ft. |
| Data Source(s) | MFRMLS#T2618812;DOM 108 |
| Data Source(s) | MFRMLS#T2614277;DOM 74 |
| Data Source(s) | MFRMLS#T2706812;DOM 42 |
| Verification Source(s) | Ext Ins/Rlqst/HCPA |
| Verification Source(s) | Ext Ins/Rlqst/HCPA |
| Verification Source(s) | Ext Ins/Rlqst/HCPA |
| VALUE ADJUSTMENTS | DESCRIPTION +(-) \$ Adjustment |
| DESCRIPTION | +(-) \$ Adjustment |
| DESCRIPTION | +(-) \$ Adjustment |
| DESCRIPTION | +(-) \$ Adjustment |
| Sales or Financing Concessions | ArmLth Conv;0 |
| Sales or Financing Concessions | ArmLth FHA;0 |
| Sales or Financing Concessions | ArmLth FHA;0 |
| Date of Sale/Time | s08/14;c07/14 |
| Date of Sale/Time | s04/14;c02/14 |
| Date of Sale/Time | s09/14;c08/14 |
| Location | N;Res; |
| Location | N;Res; |
| Location | N;Res; |
| Leasehold/Fee Simple | Fee Simple |
| Leasehold/Fee Simple | Fee Simple |
| Leasehold/Fee Simple | Fee Simple |
| Site | 12838 sf |
| Site | 11305 sf |
| Site | 6820 sf |
| Site | 7370 sf |
| View | N;Res; |
| View | B;Creek; |
| View | B;Creek; |
| Design (Style) | DT1;Ranch |
| Design (Style) | DT1;Ranch |
| Design (Style) | DT1;Ranch |
| Design (Style) | DT1;Ranch |
| Quality of Construction | Q3 |
| Quality of Construction | Q3 |
| Quality of Construction | Q3 |
| Quality of Construction | Q3 |
| Actual Age | 37 |
| Actual Age | 0 53 |
| Actual Age | 0 54 |
| Condition | C4 |
| Condition | C4 |
| Condition | C4 |
| Above Grade | Total Bdrms. Baths |
| Above Grade | Total Bdrms. Baths |
| Above Grade | Total Bdrms. Baths |
| Room Count | 7 3 2.0 |
| Room Count | 7 3 2.0 |
| Room Count | 7 4 2.0 |
| Room Count | 0 7 4 2.0 |
| Gross Living Area | 1,532 sq.ft. |
| Gross Living Area | 1,670 sq.ft. |
| Gross Living Area | 1,484 sq.ft. |
| Gross Living Area | 0 1,484 sq.ft. |
| Basement & Finished Rooms Below Grade | 0sf |
| Basement & Finished Rooms Below Grade | 0sf |
| Basement & Finished Rooms Below Grade | 0sf |
| Basement & Finished Rooms Below Grade | 0sf |
| Functional Utility | Adequate |
| Functional Utility | Adequate |
| Functional Utility | Adequate |
| Functional Utility | Adequate |
| Heating/Cooling | Central HVAC |
| Heating/Cooling | Central HVAC |
| Heating/Cooling | Central HVAC |
| Heating/Cooling | Central HVAC |
| Energy Efficient Items | Typical |
| Energy Efficient Items | Typical |
| Energy Efficient Items | Typical |
| Energy Efficient Items | Typical |
| Garage/Carport | 2ga2dw |
| Garage/Carport | 1qa2dw |
| Garage/Carport | 2ga2cp2dw |
| Garage/Carport | 1qa2dw |
| Porch/Patio/Deck | Cov/Screened |
| Porch/Patio/Deck | Cov/Screened |
| Porch/Patio/Deck | Covered/Open |
| Porch/Patio/Deck | Covered/Open |
| Fireplace | No Fireplace |
| Fireplace | No Fireplace |
| Fireplace | No Fireplace |
| Fireplace | No Fireplace |
| Concrete Pool | Pool |
| Concrete Pool | No Pool |
| Concrete Pool | Pool |
| Concrete Pool | No Pool |
| Upgrades | No Upgrades |
| Upgrades | No Upgrades |
| Upgrades | Upgrades |
| Upgrades | Upgrades |
| Net Adjustment (Total) | \$ 0 |
| Net Adjustment (Total) | \$ -20,000 |
| Net Adjustment (Total) | \$ -4,000 |
| Adjusted Sale Price of Comparables | Net Adj. 0.0% |
| Adjusted Sale Price of Comparables | Net Adj. 13.8% |
| Adjusted Sale Price of Comparables | Net Adj. 2.9% |
| Adjusted Sale Price of Comparables | Gross Adj. 18.1% |
| Adjusted Sale Price of Comparables | Gross Adj. 16.6% |
| Adjusted Sale Price of Comparables | Gross Adj. 25.7% |
| Adjusted Sale Price of Comparables | \$ 155,000 |
| Adjusted Sale Price of Comparables | \$ 124,500 |
| Adjusted Sale Price of Comparables | \$ 135,900 |

I did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) HCPA/MLS/Rlqst

My research did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) HCPA/MLS/Rlqst

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

| ITEM | SUBJECT | COMPARABLE SALE #1 | COMPARABLE SALE #2 | COMPARABLE SALE #3 |
|----------------------------------|--------------|--------------------|--------------------|--------------------|
| Date of Prior Sale/Transfer | 03/15/2014 | | | |
| Price of Prior Sale/Transfer | \$100 | | | |
| Data Source(s) | Rlq/HCPA/MLS | Rlq/HCPA/MLS | Rlq/HCPA/MLS | Rlq/HCPA/MLS |
| Effective Date of Data Source(s) | 11/07/2014 | 11/07/2014 | 11/07/2014 | 11/07/2014 |

Analysis of prior sale or transfer history of the subject property and comparable sales Per HCPA/MLS/Rlqst, the subject has a \$100 quit claim deed as of 3/15/2014 and sold for \$174500 short sale as of 11/06/2013.

Summary of Sales Comparison Approach Please note that the appraiser has done an extensive search of the subject area, and the above sales were considered to be the best at the time of the appraisal. All of the sales are within 12 months of the effective date. The recommended 6 months was extended to 12 months due to the appraiser needing to expand the search to find comparable properties. All comparable sales were used due to their similar living area, lot size, condition. All of the Sales are within a 1.00 mile radius of the subject property. The appraiser made adjustments for the following: view, living area, parking, screen enclosure, pool, and upgrades. Equal weight was given to all three sold comparables.

Indicated Value by Sales Comparison Approach \$ 140,000

Indicated Value by: Sales Comparison Approach \$ 140,000 Cost Approach (if developed) \$ 166,665 Income Approach (if developed) \$

The Sales Comparison Approach was given the most weight in the final reconciliation. The Cost approach is supportive. There is insufficient rental data to support a reliable Income Approach.

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. This appraisal is an "as is" appraisal

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 140,000, as of 11/07/2014, which is the date of inspection and the effective date of this appraisal.

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ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.
 Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Land value was estimated using the extraction method to the best of the appraiser's ability with information available.

| | | | |
|--|--|--------------------------------------|---------------|
| COST APPROACH | ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW | OPINION OF SITE VALUE | = \$ 28,000 |
| | Source of cost data Marshall & Swift Handbook | DWELLING 1,532 Sq.Ft. @ \$ 100.00 | = \$ 153,200 |
| | Quality rating from cost service Average Effective date of cost data 11/07/2014 | 0 Sq.Ft. @ \$ | = \$ |
| | Comments on Cost Approach (gross living area calculations, depreciation, etc.) | Porch/Patio/Upgr | = \$ 35,000 |
| | Estimates are based on office files, builder estimates, and the Cost Handbook. See attached sketch for living area calculations. | Garage/Carport 575 Sq.Ft. @ \$ 25.00 | = \$ 14,375 |
| | | Total Estimate of Cost-New | = \$ 202,575 |
| | Depreciation was estimated by the Age/Life Method. Site improvements include landscaping and impact fees, if any. | Less Physical Functional External | |
| | | Depreciation 77,910 | = \$(77,910) |
| | | Depreciated Cost of Improvements | = \$ 124,665 |
| | | "As-is" Value of Site Improvements | = \$ 14,000 |
| Estimated Remaining Economic Life (HUD and VA only) 40 Years | INDICATED VALUE BY COST APPROACH | = \$ 166,665 | |

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach
 Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
 Legal Name of Project _____
 Total number of phases _____ Total number of units _____ Total number of units sold _____
 Total number of units rented _____ Total number of units for sale _____ Data source(s) _____
 Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion. _____
 Does the project contain any multi-dwelling units? Yes No Data Source _____
 Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion. _____
 Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options. _____
 Describe common elements and recreational facilities. _____

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

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

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

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

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

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

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

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

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

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

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

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

APPRAISER

Signature *Juan B Long*
 Name Juan B Long
 Company Name Champions Real Estate Appraisals LLC
 Company Address 8710 W Hillsborough Ave
Tampa, FL 33615
 Telephone Number (813) 484-8185
 Email Address Jlong59@cs.com
 Date of Signature and Report 11/10/2014
 Effective Date of Appraisal 11/07/2014
 State Certification # Cert Res RD7459
 or State License # _____
 or Other (describe) _____ State # _____
 State FL
 Expiration Date of Certification or License 11/30/2014

ADDRESS OF PROPERTY APPRAISED
15316 Stonecreek Ln
Tampa, FL 33613
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 140,000

LENDER/CLIENT
 Name No AMC
 Company Name Burton Wiand, Receiver
 Company Address PO Box 6920, North Port, FL 34290
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

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

SUBJECT PROPERTY

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

COMPARABLE SALES

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

Uniform Residential Appraisal Report

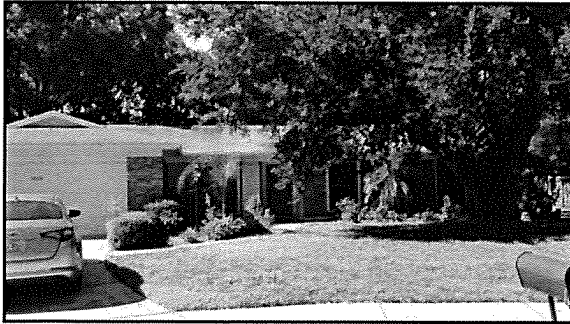
File # 2014.522J

| FEATURE | SUBJECT | COMPARABLE SALE # 4 | | | COMPARABLE SALE # 5 | | | COMPARABLE SALE # 6 | | | | |
|---|--|---------------------|--------------------|--|---------------------|-------------|--|---------------------|--------------------|--|-------|-------|
| Address | 15316 Stonecreek Ln Tampa, FL 33613 | | | | | | | | | | | |
| Proximity to Subject | | | | | | | | | | | | |
| Sale Price | \$ | \$ | | | \$ | | | \$ | | | | |
| Sale Price/Gross Liv. Area | \$ | sq.ft. | \$ | sq.ft. | \$ | sq.ft. | \$ | sq.ft. | \$ | sq.ft. | | |
| Data Source(s) | | | | | | | | | | | | |
| Verification Source(s) | | | | | | | | | | | | |
| VALUE ADJUSTMENTS | DESCRIPTION | DESCRIPTION | +(-) \$ Adjustment | DESCRIPTION | +(-) \$ Adjustment | DESCRIPTION | +(-) \$ Adjustment | DESCRIPTION | +(-) \$ Adjustment | | | |
| Sales or Financing | | | | | | | | | | | | |
| Concessions | | | | | | | | | | | | |
| Date of Sale/Time | | | | | | | | | | | | |
| Location | N;Res; | | | | | | | | | | | |
| Leasehold/Fee Simple | Fee Simple | | | | | | | | | | | |
| Site | 12838 sf | | | | | | | | | | | |
| View | N;Res; | | | | | | | | | | | |
| Design (Style) | DT1;Ranch | | | | | | | | | | | |
| Quality of Construction | Q3 | | | | | | | | | | | |
| Actual Age | 37 | | | | | | | | | | | |
| Condition | C4 | | | | | | | | | | | |
| Above Grade | Total | Bdms. | Baths | Total | Bdms. | Baths | Total | Bdms. | Baths | Total | Bdms. | Baths |
| Room Count | 7 | 3 | 2.0 | | | | | | | | | |
| Gross Living Area | 1,532 sq.ft. | | | sq.ft. | | | sq.ft. | | | sq.ft. | | |
| Basement & Finished Rooms Below Grade | 0sf | | | | | | | | | | | |
| Functional Utility | Adequate | | | | | | | | | | | |
| Heating/Cooking | Central HVAC | | | | | | | | | | | |
| Energy Efficient Items | Typical | | | | | | | | | | | |
| Garage/Carport | 2ga2dw | | | | | | | | | | | |
| Porch/Patio/Deck | Cov/Screened | | | | | | | | | | | |
| Fireplace | No Fireplace | | | | | | | | | | | |
| Concrete Pool | Pool | | | | | | | | | | | |
| Upgrades | No Upgrades | | | | | | | | | | | |
| Net Adjustment (Total) | <input type="checkbox"/> + <input type="checkbox"/> - \$ | | | <input type="checkbox"/> + <input type="checkbox"/> - \$ | | | <input type="checkbox"/> + <input type="checkbox"/> - \$ | | | <input type="checkbox"/> + <input type="checkbox"/> - \$ | | |
| Adjusted Sale Price of Comparables | Net Adj. % | | | Gross Adj. % \$ | | | Net Adj. % | | | Gross Adj. % \$ | | |
| Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3). | | | | | | | | | | | | |
| ITEM | SUBJECT | COMPARABLE SALE # 4 | | | COMPARABLE SALE # 5 | | | COMPARABLE SALE # 6 | | | | |
| Date of Prior Sale/Transfer | 03/15/2014 | | | | | | | | | | | |
| Price of Prior Sale/Transfer | \$100 | | | | | | | | | | | |
| Data Source(s) | Rltq/HCPA/MLS | | | | | | | | | | | |
| Effective Date of Data Source(s) | 11/07/2014 | | | | | | | | | | | |
| Analysis of prior sale or transfer history of the subject property and comparable sales See Prior Pages | | | | | | | | | | | | |
| Analysis/Comments | | | | | | | | | | | | |

Form 1004UAD.(AC) — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

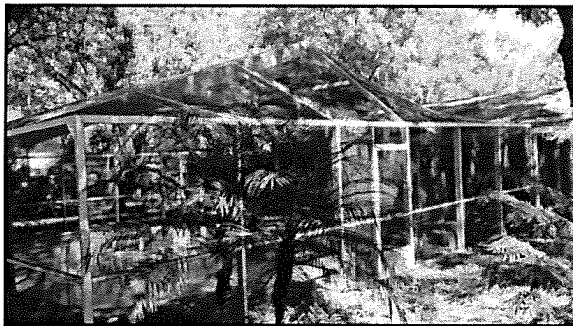
Subject Photo Page

| | | | | |
|------------------|------------------------|--------|--------------|-------------------------|
| Borrower/Client | Burton Wiand, Receiver | | | |
| Property Address | 15316 Stonecreek Ln | | | |
| City | Tampa | County | Hillsborough | State FL Zip Code 33613 |
| Lender | Burton Wiand, Receiver | | | |

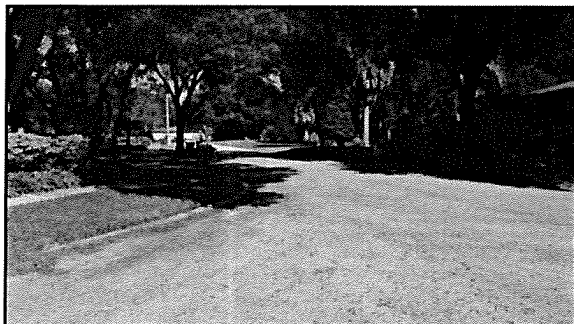


Subject Front

15316 Stonecreek Ln
 Sales Price
 Gross Living Area 1,532
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2.0
 Location N;Res;
 View N;Res;
 Site 12838 sf
 Quality Q3
 Age 37



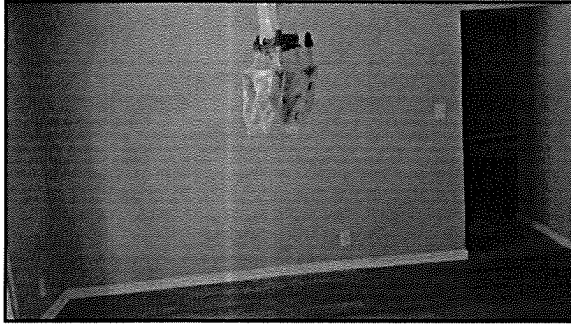
Subject Rear



Subject Street

Subject Interior Photo Page

| | | | |
|------------------|------------------------|---------------------|-------------------------|
| Borrower/Client | Burton Wiand, Receiver | | |
| Property Address | 15316 Stonecreek Ln | | |
| City | Tampa | County Hillsborough | State FL Zip Code 33613 |
| Lender | Burton Wiand, Receiver | | |



Subject Interior

15316 Stonecreek Ln
Sales Price
Gross Living Area 1,532
Total Rooms 7
Total Bedrooms 3
Total Bathrooms 2.0
Location N;Res;
View N;Res;
Site 12838 sf
Quality Q3
Age 37

dining room



Subject Interior

family room

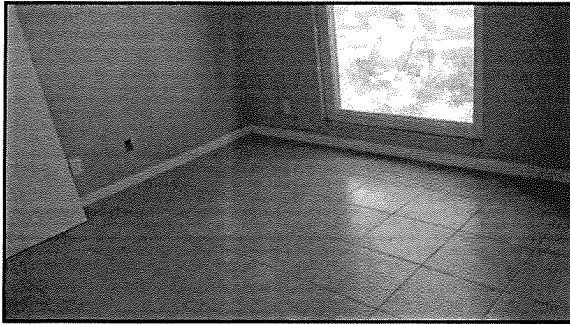


Subject Interior

BedRoom

Subject Interior Photo Page

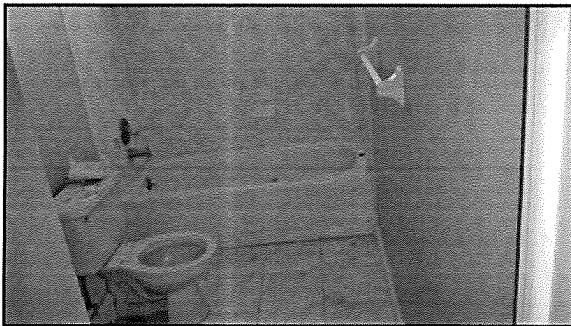
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|------------------|------------------------|---------------------|-------------------------|
| Borrower/Client | Burton Wiand, Receiver | | |
| Property Address | 15316 Stonecreek Ln | | |
| City | Tampa | County Hillsborough | State FL Zip Code 33613 |
| Lender | Burton Wiand, Receiver | | |



Subject Interior

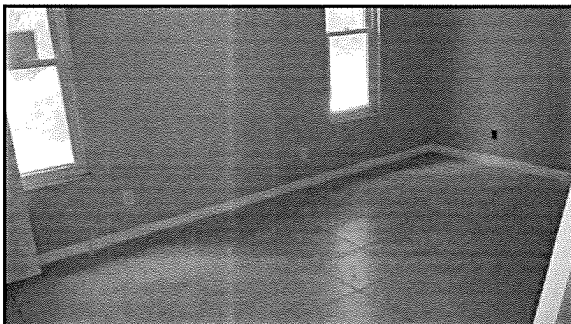
15316 Stonecreek Ln
Sales Price
Gross Living Area 1,532
Total Rooms 7
Total Bedrooms 3
Total Bathrooms 2.0
Location N;Res;
View N;Res;
Site 12838 sf
Quality Q3
Age 37

bedroom



Subject Interior

bath

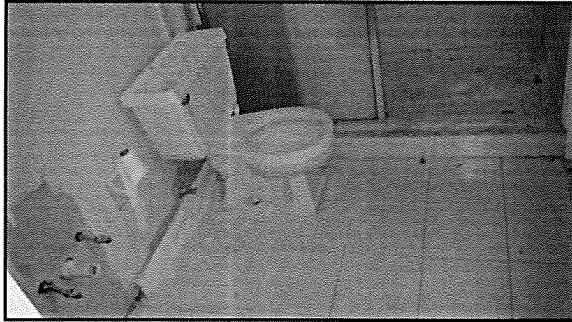


Subject Interior

bed

Subject Interior Photo Page

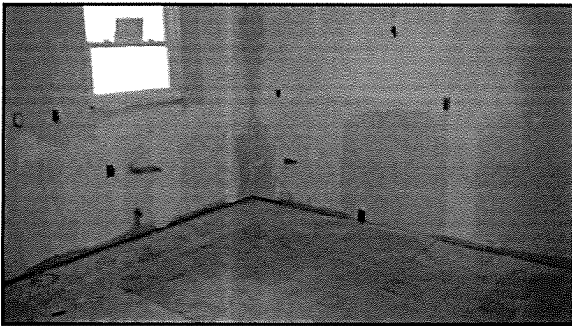
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|------------------|------------------------|---------------------|-------------------------|
| Borrower/Client | Burton Wiand, Receiver | | |
| Property Address | 15316 Stonecreek Ln | | |
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Subject Interior

15316 Stonecreek Ln
Sales Price
Gross Living Area 1,532
Total Rooms 7
Total Bedrooms 3
Total Bathrooms 2.0
Location N;Res;
View N;Res;
Site 12838 sf
Quality Q3
Age 37

Bathroom



Subject Interior

kitchen
missing everything



Subject Interior

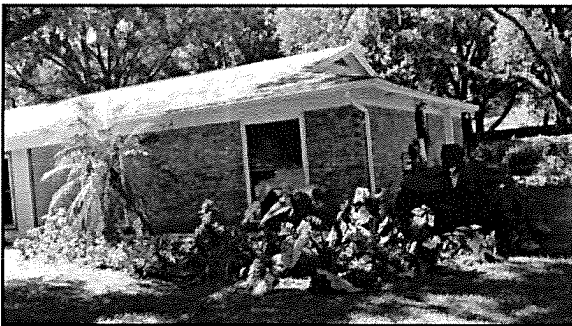
Living Room

Photograph Addendum

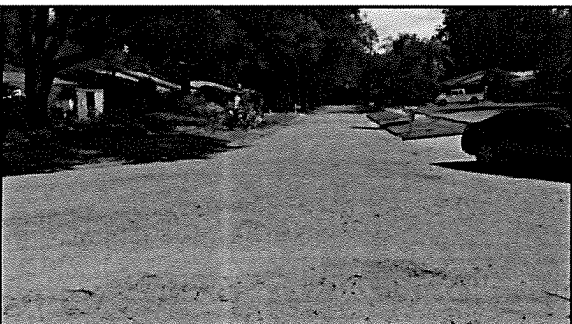
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|------------------|------------------------|--------|--------------|-------|-------------------|
| Borrower/Client | Burton Wiand, Receiver | | | | |
| Property Address | 15316 Stonecreek Ln | | | | |
| City | Tampa | County | Hillsborough | State | FL Zip Code 33613 |
| Lender | Burton Wiand, Receiver | | | | |



left side of subject



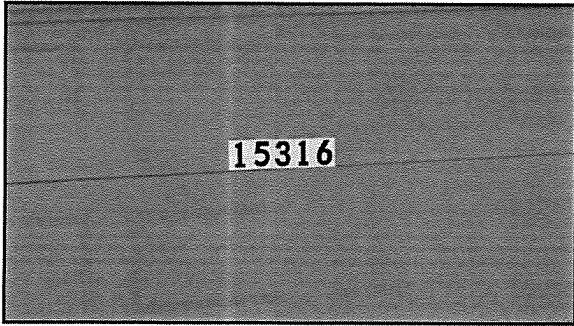
right side



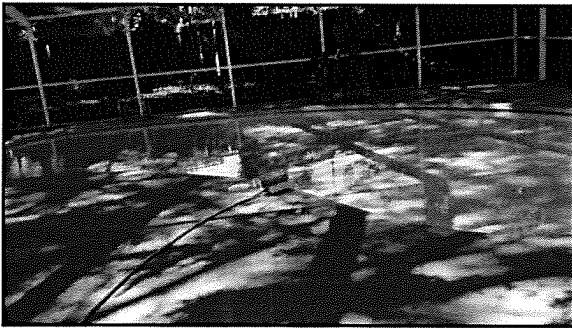
Opposite Street View

Photograph Addendum

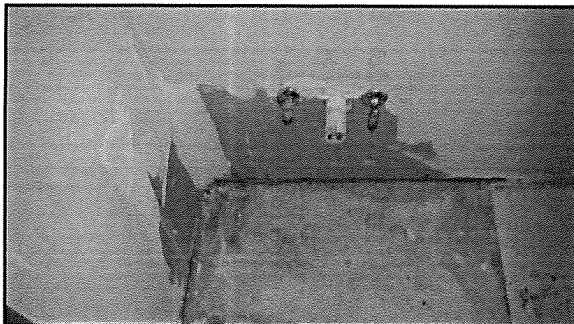
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|------------------|------------------------|--------|--------------|-------|----|----------|-------|
| Borrower/Client | Burton Wland, Receiver | | | | | | |
| Property Address | 15316 Stonecreek Ln | | | | | | |
| City | Tampa | County | Hillsborough | State | FL | Zip Code | 33613 |
| Lender | Burton Wland, Receiver | | | | | | |



address



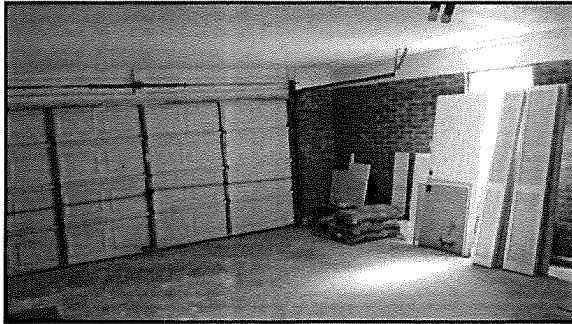
pool



missing sink of bathroom 1

Photograph Addendum

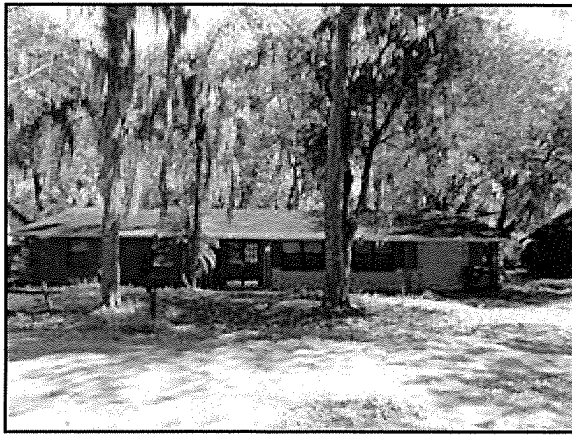
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|------------------|------------------------|--------|--------------|-------|-------------------|
| Borrower/Client | Burton Wiand, Receiver | | | | |
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| Lender | Burton Wiand, Receiver | | | | |



Garage interior

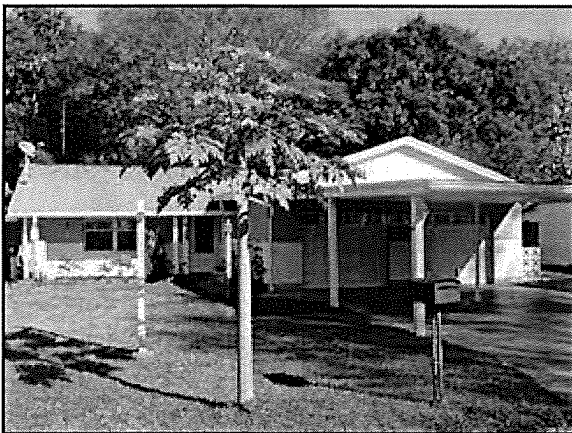
Comparable Photo Page

| | | | |
|------------------|------------------------|---------------------|-------------------------|
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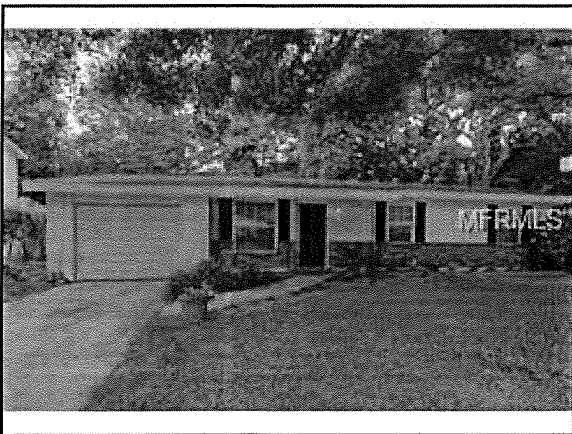
Comparable 1

16403 Lake Byrd Dr
 Prox. to Subject 0.99 miles NW
 Sales Price 155,000
 Gross Living Area 1,670
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2.0
 Location N;Res;
 View B;Cons;
 Site 11305 sf
 Quality Q3
 Age 49



Comparable 2

14817 N Iris Ave
 Prox. to Subject 0.61 miles S
 Sales Price 144,500
 Gross Living Area 1,484
 Total Rooms 7
 Total Bedrooms 4
 Total Bathrooms 2.0
 Location N;Res;
 View B;Creek;
 Site 6820 sf
 Quality Q3
 Age 53



Comparable 3

14813 N Iris Ave
 Prox. to Subject 0.64 miles S
 Sales Price 139,900
 Gross Living Area 1,484
 Total Rooms 7
 Total Bedrooms 4
 Total Bathrooms 2.0
 Location N;Res;
 View B;Creek;
 Site 7370 sf
 Quality Q3
 Age 54

Comparable Photo Page

| | | | |
|------------------|------------------------|---------------------|-------------------------|
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Comparable 44

Prox. to Subject
 Sales Price
 Borrower/Client
 Lender
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Comparable 5

Prox. to Subject
 Sales Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Comparable 6

Prox. to Subject
 Sales Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Supplemental Addendum

File No. 2014.522J

| | | | |
|------------------|------------------------|---------------------|-------------------------|
| Borrower/Client | Burton Wiand, Receiver | | |
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Mold Disclosure:

The appraiser is not a home or environmental inspector. The appraiser provides an opinion of value. The appraiser does not guarantee that the property is free of defects or environmental problems. The appraiser performs an inspection of visible and accessible areas only. Mold may be present in areas the appraiser can not see. A professional home inspection or environmental inspection is recommended. The appraiser is not qualified to determine the cause of mold, the type of mold or whether the mold might pose a risk to the property or its inhabitants. Additional inspection by a qualified professional is recommended.

Personal Property:

No personal property was moved by the appraiser during the interior/exterior inspection.

URAR : Neighborhood - Market Conditions

Based on the sales of single family homes in the subject's neighborhood within the last 12 months, the market conditions are stable with the average marketing period of 3-6 months indicating a balance of supply versus demand. Financing is readily available from a variety of sources.

COST APPROACH AND "INSURABLE VALUE":

The Cost Approach has only been developed by the appraiser as an analysis to support their opinion of the property's market value. Use of this data, in whole or part, for other purposes is not intended by the appraiser. Nothing set forth in the appraisal should be relied upon for the purpose of determining the amount or type of insurance coverage to be placed on the subject property. The appraiser assumes no liability for and does not guarantee that any insurable value estimate inferred from this report will result in the subject property being fully insured for any loss that may be sustained. Further, the Cost Approach may not be a reliable indication of replacement or reproduction cost for any date other than the effective date of this appraisal due to changing costs of labor and materials and due to changing building codes and governmental regulations and requirements. The appraiser recommends that an insurance specialist be consulted.

Electricity:

The electricity appears to be adequate for the subject property. The appraiser isn't an electrician and suggests that a certified electrician perform any necessary inspections.

Utilities:

All of the utilities were off during the interior/exterior inspection.

Intended User:

The Intended Users of this appraisal report are the client and any intended users identified by the client at the time of engagement who have been specifically named along with the client and are the only intended users of this valuation report. Other parties who choose to rely on this report, including those that receive the report through established processes of disclosure or regulation, are not intended users of this report. While the appraiser recognizes that other parties may choose to rely on this report, see item 23 of attached certification, the appraiser does not intend use of the report by these parties, and to avoid misleading them, they are hereby notified that they are neither the client nor intended user(s) in the development of the assignment results.

Exposure Time

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. (Appraisal Standards Board of The Appraisal Foundation, Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions"). Effective 1/1/2012 the appraiser must include the results of the exposure time analysis in the appraisal report. Estimated exposure time for the subject property is 90 days.

Supplemental Addendum

File No. 2014.522J

| | | | | | |
|------------------|------------------------|--------|--------------|-------|-------------------|
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Ethics Rule -

In compliance with the Ethics Rule of US PAP, I hereby certify that this appraiser has not performed any services regarding the subject property within the 3 year time period immediately preceding acceptance of this assignment, as an appraiser or in any other capacity.

Land Usage:

"Other" stands for vacant.

Intended User:

The intended User of this appraisal report is the Lender/Client. The intended use is to evaluate the property that is the subject of this appraisal for asset valuation purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

• URAR : Neighborhood - Description

The subject property is located in the SUAREZ subdivision, which is located in the Tampa community and consists of single family homes. The area is convenient to schools, employment, shopping, and other typical market amenities. Easy access is available to many major routes of travel such as I-275.

Predominant Value:

The subject's value is above the predominant value for the area due to its larger living area, and lot size. This is common for homes within the area and isn't a detriment to value. There are no negative effects on its market value.

Search Criteria:

- 1.00 mile radius search
- 1960-1995 year built
- 1200-1850 sqft
- 11/07/2013 - 11/07/2014 date of sale

Adjustments:

1. Sale #3 - Due to the numerous adjustments, the appraiser exceeded the recommended 25% gross adjustments.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and the recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Abbreviations Used in Data Standardization Text

| Abbreviation | Full Name | Fields Where This Abbreviation May Appear |
|--------------|---------------------------|---|
| ac | Acres | Area, Site |
| AdjPrk | Adjacent to Park | Location |
| AdjPwr | Adjacent to Power Lines | Location |
| A | Adverse | Location & View |
| Armlth | Arms Length Sale | Sale or Financing Concessions |
| ba | Bathroom(s) | Basement & Finished Rooms Below Grade |
| br | Bedroom | Basement & Finished Rooms Below Grade |
| B | Beneficial | Location & View |
| Cash | Cash | Sale or Financing Concessions |
| CtySky | City View Skyline View | View |
| CtyStr | City Street View | View |
| Comm | Commercial Influence | Location |
| c | Contracted Date | Date of Sale/Time |
| Conv | Conventional | Sale or Financing Concessions |
| CrtOrd | Court Ordered Sale | Sale or Financing Concessions |
| DOM | Days On Market | Data Sources |
| e | Expiration Date | Date of Sale/Time |
| Estate | Estate Sale | Sale or Financing Concessions |
| FHA | Federal Housing Authority | Sale or Financing Concessions |
| GlfCse | Golf Course | Location |
| Glfvw | Golf Course View | View |
| Ind | Industrial | Location & View |
| in | Interior Only Stairs | Basement & Finished Rooms Below Grade |
| Lndfl | Landfill | Location |
| LtdSght | Limited Sight | View |
| Listing | Listing | Sale or Financing Concessions |
| Mtn | Mountain View | View |
| N | Neutral | Location & View |
| NonArm | Non-Arms Length Sale | Sale or Financing Concessions |
| BsyRd | Busy Road | Location |
| o | Other | Basement & Finished Rooms Below Grade |
| Prk | Park View | View |
| Pstrl | Pastoral View | View |
| PwrLn | Power Lines | View |
| PubTm | Public Transportation | Location |
| rr | Recreational (Rec) Room | Basement & Finished Rooms Below Grade |
| Relo | Relocation Sale | Sale or Financing Concessions |
| REO | REO Sale | Sale or Financing Concessions |
| Res | Residential | Location & View |
| RH | USDA - Rural Housing | Sale or Financing Concessions |
| s | Settlement Date | Date of Sale/Time |
| Short | Short Sale | Sale or Financing Concessions |
| sf | Square Feet | Area, Site, Basement |
| sgm | Square Meters | Area, Site |
| Unk | Unknown | Date of Sale/Time |
| VA | Veterans Administration | Sale or Financing Concessions |
| w | Withdrawn Date | Date of Sale/Time |
| wo | Walk Out Basement | Basement & Finished Rooms Below Grade |
| wu | Walk Up Basement | Basement & Finished Rooms Below Grade |
| WtrFr | Water Frontage | Location |
| Wtr | Water View | View |
| Woods | Woods View | View |

Other Appraiser-Defined Abbreviations

| Abbreviation | Full Name | Fields Where This Abbreviation May Appear |
|--------------|-----------|---|
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|------------------|------------------------|--------|--------------|-------|-------------------|
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| City | Tampa | County | Hillsborough | State | FL Zip Code 33613 |
| Lender | Burton Wiand, Receiver | | | | |

SCOPE OF THE APPRAISAL:

The Market and Cost Approach were considered in the valuation of the subject property. The scope of the appraisal included a thorough search of recent comparable sales in the nearby area. Numerous sales were found, and those that were considered to be most comparable were chosen for use in this appraisal. The Cost Approach was based on extracted land values or recent land sales and replacement cost estimates provided from Marshall & Swift Cost Manual verified with the office files and area builders. The sources of data used are considered reliable and include one or more of the following: REALQUEST, INTERNET RECORDS SOURCES (IRIS), PUBLIC RECORDS, and MLS. When conflicting data was found, the source deemed most reliable was used. If any approach was not utilized an explanation can be found within the reconciliation section of this report.

Per the revised USPAP guidelines, this report qualifies as a complete appraisal, presented in summary format, under Standards Rule 2-2 (B) of the Uniform Standards of Professional Appraisal Practice.

PURPOSE OF THE APPRAISAL:

The purpose of the appraisal is to estimate the market value of the subject property as of the date of inspection. The definition of market value is attached to the report.

DEFINITION OF MARKET VALUE:

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the United States of America is:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in the definition is the consummation of a sale as of a specified date and the passing of title from seller and buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their best interests.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto;
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Substitution of another currency for United States dollars in the fourth condition is appropriate in other countries or in reports addressed to clients from other countries.

PERSONAL PROPERTY/INTANGIBLE ITEMS/NON-REALTY ITEMS:

Items of personal property & other non-realty items have not been included in the appraisal report for the subject property. The indicated final Estimated Market Value for the subject property does not include items of personal property or other non-realty property.

CONDITIONS OF APPRAISAL / EXTRAORDINARY ASSUMPTIONS:

In the development of this appraisal certain extraordinary assumptions were made regarding the condition of the interior condition of all comparables utilized.

HIGHEST AND BEST USE:

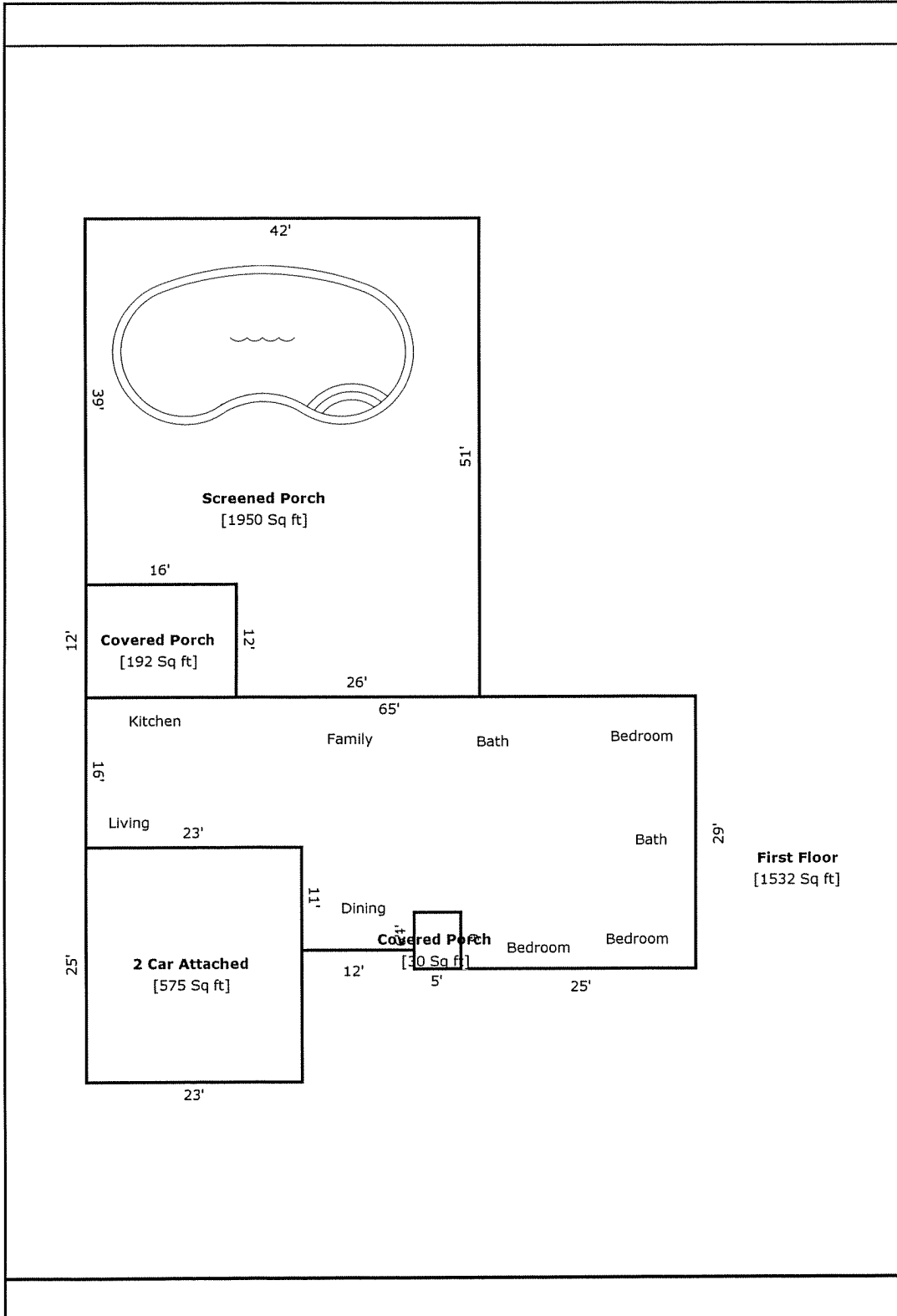
The subject conforms to the generally accepted definition for the highest and best use as follows: The reasonably probable and legal use of property that is physically possible, appropriately supported, and financially feasible, and that results in the highest value.

DIGITAL PHOTOGRAPHS & SIGNATURES:

This office uses digital signatures and photographs that meet the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). Standard 8 of USPAP details the Appraisal Standards Board's opinion regarding the use of digital signatures, electronic transmission of reports and digital photographs. My implementation of digital signatures, electronic submission and digital photographs meets and exceeds all of the points addressed in Standard 8. The software program used to generate this appraisal; report contains a digital security feature which utilizes personal passwords to protect digital signatures. Each appraiser has sole personalized control of affixing their digital signature to a report. The appraisal report can not be modified without the permission of the appraiser who has signed the report. Electronically affixing a signature to a report gives the same level of authenticity and responsibility as an original ink signature on a paper copy report.

Building Sketch

| | | | | |
|------------------|------------------------|---------------------|----------|----------------|
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Building Sketch

| | | | |
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| Living Area | 1532 Sq ft | Calculation Details |
|-------------------------------------|-------------------|--|
| First Floor | 1532 Sq ft | $29 \times 25 = 725$ $16 \times 23 = 368$ $17 \times 23 = 391$ $4 \times 12 = 48$ |
| Total Living Area (Rounded): | 1532 Sq ft | |
| Non-living Area | | |
| 2 Car Attached | 575 Sq ft | $23 \times 25 = 575$ |
| Covered Porch | 192 Sq ft | $16 \times 12 = 192$ |
| Covered Porch | 30 Sq ft | $6 \times 5 = 30$ |
| Screened Porch | 1950 Sq ft | $42 \times 39 = 1638$ $26 \times 12 = 312$ |

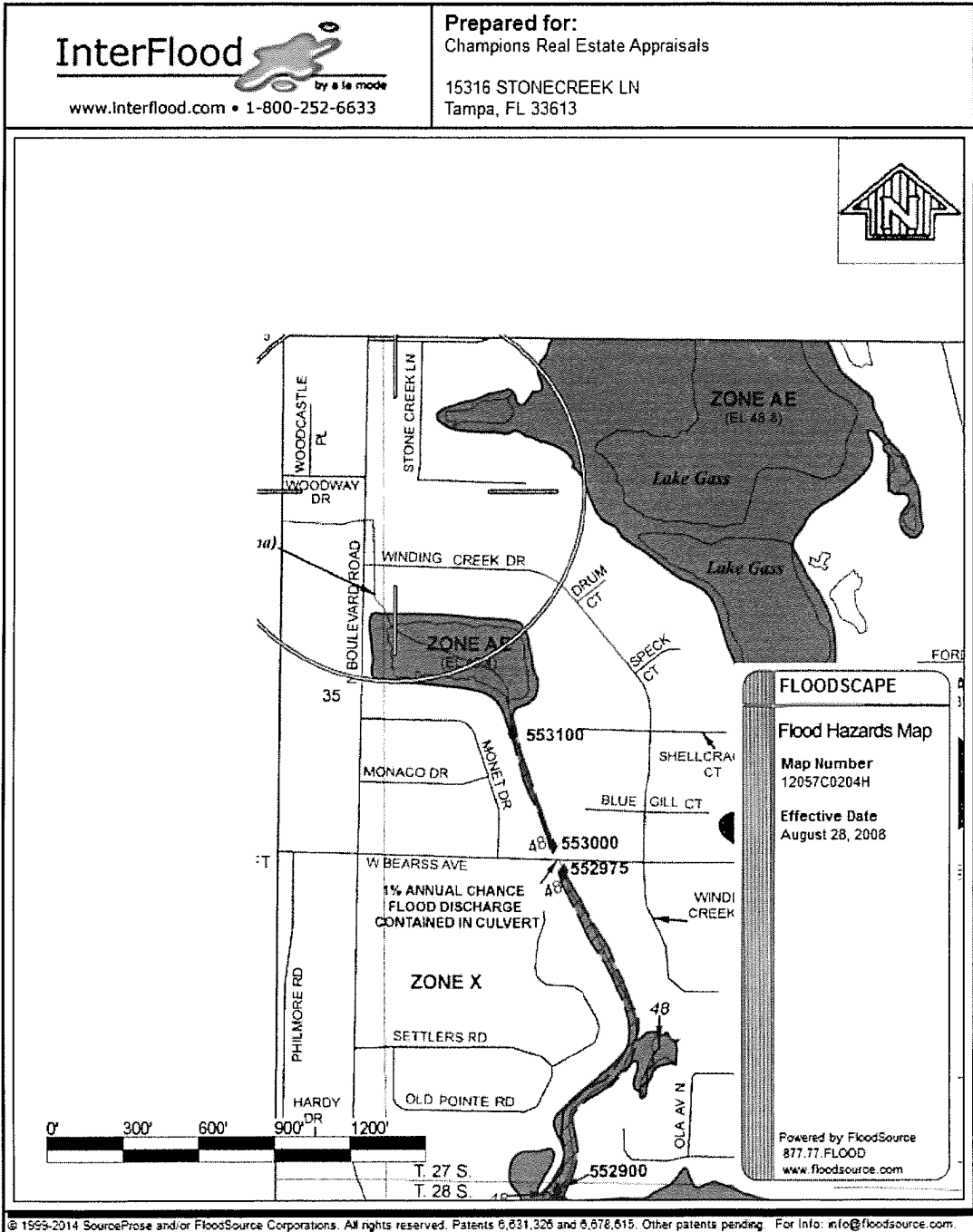
Location Map

| | |
|------------------|--|
| Borrower/Client | Burton Wiand, Receiver |
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Flood Map

| | | | |
|------------------|------------------------|---------------------|-------------------------|
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E & O Insurance**GeneralStar™**

General Star National Insurance Company
 P O Box 10360 (Attn: GSN)
 Stamford, Connecticut 06904

REAL ESTATE APPRAISERS ERRORS & OMISSIONS INSURANCE POLICY**DECLARATIONS PAGE**

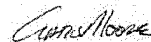
This is a claims made and reported policy. Please read this policy and all endorsements and attachments carefully.

Policy Number: NJA858691C

Renewal of Number: NJA858691B

1. **NAMED INSURED:** Juan Long
STREET ADDRESS:
 Suite 120
 8710 West Hillsborough Avenue
 Tampa, FL 33615
2. **POLICY PERIOD:** Inception Date: 11/05/2014 Expiration Date: 11/05/2015
 Effective 12:01 a.m. Standard Time at the address of the Named Insured.
3. **LIMITS OF LIABILITY:**
 Each Claim: \$1,000,000
 Aggregate: \$2,000,000
Claim Expenses have a separate Limit of Liability:
 Each Claim: \$1,000,000
 Aggregate: \$2,000,000
4. **DEDUCTIBLE:** Each Claim: \$0 Aggregate: \$0
5. **RETROACTIVE DATE:** 11/05/2008
 If a date is indicated, this policy will not provide coverage for any Claim arising out of any act, error, omission or personal injury which occurred before such date.
6. **ANNUAL PREMIUM:** \$750.00
STATE SURCHARGE/TAX: \$10.00

 TOTAL Premium and Taxes/Surcharge : \$760.00
7. **ENDORSEMENTS:**
 This policy is made and accepted subject to the printed policy form together with the following form(s) or endorsement(s).
 AP 00 0001FL (06/11), AP 04 0001 (06/11),
 AP 95 0008FL (06/11), AP 20 0001 (06/11), AP 08 0010FL (06/11),
8. **PRODUCER NAME:** Mercer Consumer
STREET ADDRESS: P. O. Box 8146
 Des Moines, IA 50306-8146



Authorized Representative

Producer Code: 26460

Class Code: 73128

Date: 11/06/2014

AP 10 0001 06 11

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Appraiser's License

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|---|--|----------------------------|--|
| RICK SCOTT, GOVERNOR | | KEN LAWSON, SECRETARY | |
| STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION FLORIDA REAL ESTATE APPRAISAL BD | | | |
| LICENSE NUMBER | | | |
| RD7459 | | | |
| The CERTIFIED RESIDENTIAL APPRAISER Named below IS CERTIFIED Under the provisions of Chapter 475 FS. Expiration date: NOV 30, 2016 | | | |
| LONG, JUAN BUERON 8710 W. HILLSBOROUGH AVE #120 TAMPA FL 33615 | | | |
| ISSUED: 10/16/2014 | | DISPLAY AS REQUIRED BY LAW | |
| | | SEQ # L1410160002358 | |

