

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

MICHAEL RANDO, VALERIE
RANDO, et al.,

Defendants.

Case No. 3:22-cv-00487-TJC-MCR

**RECEIVER'S VERIFIED UNOPPOSED MOTION TO APPROVE
PRIVATE SALE OF REAL PROPERTY — 12311 KENSINGTON
LAKES DRIVE, UNIT 202, JACKSONVILLE, FLORIDA 32246**

Maria M. Yip, as Receiver, moves the Court to approve the sale of real property located at 12311 Kensington Lakes Drive, Unit 202, Jacksonville, Florida 32246 (the “**Property**”). The buyer of the Property is the Living Trust of Satish Kumar Viswanathan (the “**Buyer**”), and the purchase price is \$179,000. A copy of the Purchase and Sale Agreement is attached as **Exhibit 1** (the “**Contract**”). Selling the Property in the manner described in this motion will result in a fair and equitable recovery for the Receivership Estate.

BACKGROUND

At the request of the Federal Trade Commission (“FTC”), the Court appointed Ms. Yip as the temporary Receiver on May 3, 2022 (Doc. 12). On

January 10, 2023, as part of this Court's Stipulated Order for Permanent Injunction and Monetary Judgment as to Defendants Michael Rando, Valerie Rando, Prosperity Training Technology LLC, First Coast Matchmakers Inc., First Coast Matchmakers LLC, Digital Business Scaling LLC, and Financial Consulting Management Group LLC, Ms. Yip was appointed equity Receiver in this case (Doc. 116) ("**Final Judgment**"). Pursuant to the Final Judgment, the Receiver was to take possession of all Assets identified in Section IV.B of the Final Judgment, liquidate Assets, and pay any net proceeds to the Federal Trade Commission. In accordance with these directives, the Receiver seeks the Court's approval of her efforts to liquidate this Asset of the Receivership Estate.

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

The Kensington Lakes 202 Land Trust ("**the Land Trust**") owned the Property until the Final Judgment ordered that the Defendants surrender the Property (and the Land Trust) to the Receiver. Doc. 116 at 9. To that end, the Receiver worked with the Trustee of the Land Trust, David Goldman, to have the Property transferred to the Receiver. Deed attached as **Exhibit 2**. The Property is a single-family condominium that is approximately 1,100 square feet and includes two bedrooms and two and a half bathrooms. The Receiver

has determined that selling the Property in the manner described in this motion is in the best interest of the Receivership.

After the non-paying tenant vacated the premises, the Receiver entered into a listing agreement with Keller Williams Realty Atlantic Partners to list and market the Property. The Property was listed at \$192,500. The Property was shown on more than fifteen occasions and the Receiver negotiated with more than four offerors. Given unfinished renovations on the property, the sale price described in this motion is the highest offer for the Property and is, in the Receiver's opinion, the most beneficial to the Receivership Estate.

There are no liens or encumbrances on the property. The Receiver submits that the proposed sale is commercially reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate.

Procedures Related to Sales of Real Property Not Applicable

Typically, when a Receiver sells real property, she is bound by the procedures set forth in 28 U.S.C. § 2001(b). However, in the Final Judgment, this Court specifically held that in liquidating assets transferred to the Receiver pursuant to the Final Judgment, the "Receiver is excused from the requirements of 28 U.S.C. sections 2001 and 2004 in connection with any pending or contemplated sale by the Receiver." Doc. 116 at 22.

ARGUMENT

The Court's power to supervise an equity receivership and to determine the appropriate actions to be taken in the administration of the receivership is extremely broad. *S.E.C. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court's wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566; *S.E.C. v. Safety Finance Service, Inc.*, 674 F.2d 368, 372 (5th Cir. 1982). A court imposing a receivership assumes custody and control of all assets and property of the receivership, and it has broad equitable authority to issue all orders necessary for the proper administration of the receivership estate. *See S.E.C. v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002); *S.E.C. v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980). The court may enter such orders as may be appropriate and necessary for a receiver to fulfill his duty to preserve and maintain the property and funds within the receivership estate. *See, e.g., Official Comm. Of Unsecured Creditors of Worldcom, Inc. v. S.E.C.*, 467 F.3d 73, 81 (2d Cir. 2006). Any action taken by a district court in the exercise of its discretion is subject to great deference by appellate courts. *See United States v. Branch Coal*, 390 F.2d 7, 10 (3d Cir. 1969). Such discretion is especially important considering that one of the ultimate purposes of a receiver's appointment is to provide a method of gathering, preserving, and ultimately liquidating assets to return funds to creditors. *See S.E.C. v. Safety*

Fin. Serv., Inc., 674 F.2d 368, 372 (5th Cir. 1982) (court overseeing equity receivership enjoys “wide discretionary power” related to its “concern for orderly administration”) (citations omitted).

Given these principles, the Court should approve the proposed sale for at least three reasons. First, the sale price represents a gross recovery of \$179,000 for the benefit of the Receivership Estate, and ultimately its creditors, including the consumers who were affected by the conduct at issue in this case. Second, the Receiver’s independent evaluation of the transaction demonstrates that it is commercially reasonable. The Receiver is not aware of any other association between the Receivership and the Buyer. As such, this is an arm’s-length transaction. Third, the existence of a ready-and-willing buyer ensures an efficient and cost-effective recovery for the Receivership Estate, and in the Receiver’s opinion, the sale price is at or near the maximum price that can be anticipated for the sale of the Property.

CONCLUSION

For the reasons discussed above, this transaction is commercially reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate. As such, the Receiver requests an order (1) approving the transaction and the Contract, and (2) ordering that the Receiver may transfer title to the Property by Receiver’s Deed to the Buyer,

free and clear of all claims, liens, and encumbrances. The Receiver has attached a proposed order as **Exhibit 3**.

Communications with underwriters and title counsel have indicated that including the legal description in the Court's order could promote a quicker closing and avoid potential questions about the chain of title in an abundance of caution. As such, if the Court grants this motion, the Receiver asks the Court include the legal description for the Property in the order. The legal description for the Property is as follows:

Unit No. 202, Building 200, THE SEASONS AT KENSINGTON, A CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Record Book 9083, page 384, together with an undivided interest in the common elements and appurtenances thereto, of the public records of Duval County, Florida.

LOCAL RULE 3.01(G) CERTIFICATION

Counsel for the Receiver has conferred with counsel for the FTC and the FTC consents to the relief sought herein.

Respectfully submitted,
s/ Katherine C. Donlon
Katherine C. Donlon, FBN 0066941
kdonlon@jclaw.com
Johnson, Newlon & DeCort, P.A.
3242 Henderson Blvd., Ste 210
Tampa, FL 33609
Tel: (813) 291-3300
Fax: (813) 324-4629

Attorney for the Receiver Maria M. Yip

VERIFICATION OF THE RECEIVER

I, Maria M. Yip, Court-Appointed Receiver in the above-styled matter, hereby certify that the information contained in this motion is true and correct to the best of my knowledge and belief.

s/ Maria M. Yip
Maria M. Yip, Court-Appointed Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 12, 2023, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

s/Katherine C. Donlon
Katherine C. Donlon, FBN 0066941

EXHIBIT 1



PURCHASE AND SALE AGREEMENT
COPYRIGHTED BY AND SUGGESTED FOR USE BY THE MEMBERS OF
THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.



1 Florida Revocable Living Trust of SATISH KUMAR VISWANATHAN
2 _____ (“BUYER/PURCHASER”) (name as reflected on government-issued
3 photo ID) and Maria M Yip, Receiver, Receivership Estate of Prosperity Training Technology, LLC

4 _____ (“SELLER”) (name as
5 reflected on deed or government-issued photo ID), which terms may be singular or plural and include the
6 successors, personal representatives and assigns, as applicable, of BUYER and SELLER, hereby agree that
7 SELLER will sell and BUYER will buy the following described property with all improvements (“the Property”),
8 upon the following terms and conditions and as completed or marked. In any conflict of terms or conditions, that
9 which is added will supersede that which is printed or marked.

10 **PROPERTY DESCRIPTION:**

11 (a) Street address, city, zip code: 12311 KENSINGTON LAKES DR 202, Jacksonville, FL 32246

12 (b) The Property is located in Duval County, Florida. Property Tax ID No: 1652679050

13 (c) Legal description of the Real Property (if lengthy, see attached legal description):
14 22-2S-28E SEASONS AT KENSINGTON CONDOMINIUM DWELLING UNIT 202 1/192ND INT COMMON ELEMENTS O/R 9138-1698

15 The Property will be conveyed by statutory general warranty deed, trustee’s, personal representative’s or
16 guardian’s deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current
17 taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record which do
18 not adversely affect marketable title. SELLER hereby represents that SELLER has the legal authority and
19 capacity to convey the Property, and that no other person or entity has an ownership interest in the Property.
20 **Under Florida law, financing of the BUYER’s principal residence requires BUYER and BUYER’s spouse**
21 **to sign the mortgage(s). Under Florida law, the sale of a principal residence requires SELLER’s spouse**
22 **to sign the deed even if the spouse’s name is not on SELLER’s present deed.**

23 1. PURCHASE PRICE to be paid by BUYER is payable as follows:

24 (A) Binder deposit is paid herewith, or is due within 3 days after \$4,000.00
25 date of acceptance of this Agreement, which will remain a binder until
26 closing unless sooner disbursed according to the provisions of this
27 Agreement.

28 (B) Additional binder deposit due on or before _____ or \$0.00
29 _____ days after date of acceptance of this Agreement

30 (C) Proceeds of a note and mortgage to be executed by BUYER (base \$0.00
31 loan amount excluding FHA MIP, funding fees or financed closing costs).
32 **Financing type must be marked in paragraph 2**

33 (D) Balance due at closing (not including BUYER’s closing costs, prepaid \$0.00
34 items or prorations) by wire transfer or, if allowed by settlement agent,
35 by cashier’s or official check drawn on a United States banking institution

36 (E) **PURCHASE PRICE** \$1,180,000.00

37 **Binder deposit(s) to be held by:**

38 Name: Ponte Vedra Title, LLC (Nolan Winarchick)

39 Address: 50 A1A North, Suite 108 Ponte Vedra Beach, FL 32082

40 Phone: (904) 280-5540 Email: nolan.winarchick@pvttitle.comv

41 **Note: In the event of a dispute between BUYER and SELLER regarding entitlement to the binder**
42 **deposit(s) held by an attorney or title insurance agency, Broker’s resolution remedies referenced**
43 **in paragraph 12(A) hereof are not available.**

44 2. **FINANCING INFORMATION:** BUYER intends to finance this transaction as follows:

- 45 cash; or
- 46 loan without financing contingency, in which case lines 48 - 112 below do not apply to this Agreement
- 47 even if marked or completed; or
- 48 loan as marked below with financing contingency

49 Loan Approval (mark only one box):

50 is conditioned upon the closing of the sale of other real property owned by BUYER; or
51 is not conditioned upon the closing of the sale of other real property owned by BUYER.

52 If neither box is marked, then Loan Approval is not conditioned upon the closing of the sale of other
53 real property owned by BUYER.

54 (A) **FHA:** "It is expressly agreed that notwithstanding any other provisions of this contract, the
55 PURCHASER shall not be obligated to complete the purchase of the Property described herein or to
56 incur any penalty by forfeiture of earnest money deposits or otherwise unless the PURCHASER has
57 been given in accordance with HUD/FHA or VA requirements a written statement by the Federal
58 Housing Commissioner, Department of Veteran Affairs, or a Direct Endorsement Lender setting forth
59 the appraised value of the Property of not less than \$ _____. The PURCHASER shall
60 have the privilege and option of proceeding with consummation of this contract without regard to the
61 amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum
62 mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the
63 value or the condition of the Property. The PURCHASER should satisfy himself/herself that the price
64 and condition of the Property are acceptable."

65 **If Purchase Price changes, the dollar amount referenced in line 59 should be changed to**
66 **reflect the new Purchase Price.**

67 (B) **VA:** It is expressly agreed that, notwithstanding any other provisions of this Agreement, the
68 BUYER shall not incur penalty by forfeiture of earnest money or otherwise be obligated to complete
69 the purchase of the Property described herein if this Agreement purchase price or cost exceeds the
70 reasonable value of the Property established by the Department of Veterans Affairs. The BUYER
71 shall, however, have the privilege and option of proceeding with the consummation of this Agreement
72 without regard to the amount of reasonable value established by the Department of Veterans Affairs.

73 (C) **CONVENTIONAL OR** **USDA:** If BUYER's financing is conventional or USDA, it is expressly
74 agreed that, notwithstanding any other provision of this Agreement, BUYER shall not incur penalty by
75 forfeiture of deposit(s) or otherwise be obligated to complete the purchase of the Property described
76 herein if the Purchase Price exceeds the appraised value of the Property as established by BUYER's
77 lender's appraiser. BUYER shall, however, have the option of proceeding with the consummation of
78 this Agreement without regard to the amount of said appraised value. This contingency shall expire
79 upon the expiration of the Loan Approval Period.

80 (D) **SELLER FINANCING OR** **MORTGAGE ASSUMPTION.** If marked, see applicable Addendum
81 attached hereto and made a part hereof.

82 **APPLICATION:** Within 0 ____ days (5 days if left blank) after date of acceptance of this Agreement, BUYER
83 will complete the application process for mortgage loan(s). BUYER will timely furnish any and all credit,
84 employment, financial, and other information required by lender sufficient to generate a Loan Estimate, require
85 that the appraisal or other lender-required valuations be ordered and obtained without delay, pay all fees
86 required by BUYER's lender, and make a continuing and diligent effort to obtain loan approval. Otherwise,
87 **BUYER is in default.** BUYER shall disclose, and hereby authorizes BUYER's lender to disclose, information
88 regarding the status, progress and conditions of loan application and loan approval including, without
89 limitation, the status of BUYER'S lender's appraisal and if the appraised value is less than the Purchase Price,
90 and any lender-required repairs/replacements/treatments, to SELLER, SELLER's attorney, Broker(s) to this
91 transaction, and the closing attorney/settlement agent. BUYER and SELLER hereby further authorize
92 BUYER's lender and the closing attorney/settlement agent to provide a copy of the combined settlement
93 statement and the BUYER and SELLER Closing Disclosures to Broker(s) to this transaction when provided to
94 BUYER and SELLER, both before and at closing (consummation). Seller shall, upon reasonable notice,
95 provide access to the Property for appraisals and, if not, the Loan Approval Period will be extended by the time
96 access was denied.

97 **LOAN APPROVAL PERIOD:** If the mortgage loan is not approved within 0 ____ days (30 days if left blank)
98 after date of acceptance of this Agreement, including BUYER's and BUYER's lender's receipt of an appraisal,
99 without contingencies other than lender-required repairs/replacements/treatments, marketable title and survey
100 map, hereinafter called the **Loan Approval Period, BUYER may terminate this Agreement by written**
101 **notice to the Seller within the Loan Approval Period, or be deemed to have waived the financing**
102 **contingency period.** If BUYER has so terminated, upon written request of the SELLER, BUYER shall provide
103 to SELLER written evidence from BUYER's lender of BUYER's failure to secure loan approval due to no fault
104 of the BUYER. If BUYER does not terminate this Agreement prior to the end of the Loan Approval Period,
105 neither BUYER nor SELLER shall have a right to terminate this Agreement under this paragraph, the binder
106 deposit shall not be refundable because of BUYER's failure to obtain financing, and this Agreement shall
107 continue through the date of closing. If Buyer has not terminated this Agreement within the Loan Approval

108 Period due to failure to obtain Loan Approval, and should the appraisal/valuation contemplated under this
109 paragraph 2 fail to equal or exceed the Purchase Price, and should Buyer not terminate this Agreement within
110 the Loan Approval Period due to the appraised value failing to equal or exceed the Purchase Price, Buyer shall
111 be deemed to have elected to proceed with consummation of this Agreement without regard to the amount of
112 the appraised valuation.

113 3. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition until
114 closing, except for normal wear and tear and any agreed upon repairs/replacements/treatments. If BUYER
115 elects not to have inspections and investigations performed, or fails to make a timely request for
116 repairs/replacements/treatments as set forth in this paragraph 3, BUYER accepts the Property in its “**AS IS**”
117 condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair of all damages
118 to the Property resulting from inspections and investigations, and BUYER will return the Property to its pre-
119 inspection condition. These obligations shall survive termination of this Agreement.

120 (A) **Access and Utilities:** SELLER will make the Property available for inspections and investigations
121 during the time provided for inspections and investigations in this paragraph, and agrees to have all
122 utilities (including, but not limited to, electricity, fuel/gas and water) active from the date of acceptance
123 of this Agreement through the date of closing and, if not, the time for inspections and investigations will
124 be extended by the time access was denied, but not less than 2 days.

125 Within 7 days (10 days if left blank) after the date of acceptance of this Agreement (“Inspection
126 Period”), BUYER may, **but is not required to**, have the Property inspected and investigated by
127 appropriately licensed inspectors and/or persons/entities holding a Florida license to build, repair or
128 maintain the items inspected. BUYER and BUYER’S Broker have the right to be present during all
129 inspections and investigations. The inspections and investigations include, but are not limited to:

- 130 (1) testing and inspecting structural matters, all major appliances, heating, cooling, mechanical,
131 electrical and plumbing systems, well and septic (including drain field systems), saltwater and
132 freshwater ground permeation and intrusion, the roof, solar equipment, foundation, pool and pool
133 equipment, bulkhead, dock, boathouse, lift and related equipment, defective drywall, defective
134 flooring, mold, asbestos, lead-based paint, drainage, radon gas and environmental and sinkhole
135 conditions;
- 136 (2) inspecting for active infestation and/or damage from termites and other wood-destroying
137 organisms; and
- 138 (3) determining if the Property is in a Community Development District (CDD) and, if so, the costs
139 associated with the CDD, verifying the cost and availability of insurance, that
140 condominium/homeowner’s association insurance is satisfactory to BUYER and BUYER’S lender,
141 verifying square footage measurements, and reviewing applicable zoning and historic
142 classifications, and covenants, restrictions, and easements, rules, and other governing documents
143 affecting the Property.

144 If BUYER determines, in BUYER’s **sole and absolute discretion**, that the Property is not acceptable
145 to BUYER for any reason, BUYER may prior to the expiration of the Inspection Period:

- 146 • terminate this Agreement by delivering written notice of termination to SELLER together with a copy
147 of all written reports, if any, of inspections and investigations if such reports are requested by
148 SELLER; or
- 149 • submit BUYER’s written request to SELLER for repairs/replacements/treatments, together with a
150 copy of all written reports, if any, of inspections and investigations. **BUYER and SELLER shall have
151 7 days from SELLER’s receipt of such request within which to enter into a written agreement
152 for repairs/replacements/treatments. If BUYER and SELLER have not entered into such
153 written agreement within the 7 days, then BUYER may terminate this Agreement by giving
154 written notice of termination to SELLER within 3 days after the 7 days, or be deemed to have
155 accepted the Property without repairs/replacements/treatments except as may otherwise be
156 provided for in this Agreement. BUYER’S request for repairs/replacements/treatments or
157 written agreement between BUYER and SELLER as to same shall not eliminate BUYER’s right
158 to terminate this Agreement at any time within the Inspection Period.**

159 If this Agreement is terminated as provided in this paragraph, BUYER and SELLER shall be released
160 from all further obligations under this Agreement except as otherwise provided in this paragraph 3.
161 Prior to the binder deposit(s) being delivered to BUYER, BUYER shall provide SELLER with paid
162 receipts for all investigations and inspections, if any.

163 BUYER shall be responsible for prompt payment for all of BUYER's inspections and investigations.
164 BUYER agrees to indemnify and hold SELLER harmless from all losses, damages, claims, suits, and
165 costs which may arise out of any contract, agreement, or injury to any person or property as a result of
166 any activities of BUYER and BUYER's agents and representatives relating to inspections and
167 investigations except for any losses, damages, claims, suits, or costs arising out of pre-existing
168 conditions of the Property or out of SELLER's negligence, willful acts or omissions.

169 SELLER shall have any agreed upon repairs/replacements/treatments completed by appropriately
170 licensed persons within 10 days after entering into a written agreement for such with BUYER and
171 **receipt by SELLER of written notice of BUYER's loan approval, if applicable.** SELLER shall notify
172 BUYER in writing upon completion of all agreed upon repairs/replacements/treatments and provide
173 BUYER with copies of all receipts for same at that time. BUYER may, within 3 days after receipt of
174 SELLER's written notice and delivery of such receipts, reinspect the Property solely to verify that
175 SELLER has completed the agreed upon repairs/replacements/treatments. No additional
176 repair/replacement/treatment issues may be raised as a result of this reinspection.

177 Walk-Through: Prior to closing, BUYER may walk through the Property solely to verify that SELLER
178 has maintained the Property in the condition required in this Agreement.

179 (B) **BUYER's Responsibility**: Repairs, replacements, and treatments to the Property after date of closing
180 or BUYER's possession, whichever occurs first, will be BUYER's responsibility unless otherwise
181 agreed in writing.

182 4. **TITLE EVIDENCE / MUNICIPAL LIEN SEARCH:**

183 (A) TITLE EVIDENCE: At least 5 _____ days before the date of closing (5 days if left blank), the party
184 paying for the owner's title insurance shall cause the title agent to issue a title insurance commitment
185 for an owner's policy in the amount of the Purchase Price and a title insurance commitment for a
186 mortgage policy in the amount of BUYER's loan(s) if BUYER is financing the purchase. Any expense
187 of curing title defects such as, but not limited to, legal fees, discharge of liens and recording fees will
188 be paid by SELLER.

189 (B) MUNICIPAL LIEN SEARCH: If a municipal lien search is required in this Agreement the party paying
190 for this search shall pay for the cost of this search upon request by closing attorney/settlement agent.

191 5. **SURVEY MAP**: At least 0 _____ days before date of closing (5 days if left blank), the party paying for the
192 survey map shall cause to be delivered to the closing attorney/settlement agent (**mark only one box**):

- 193 a new staked survey map of the Property dated within 3 months of date of closing showing all
194 improvements, certified to BUYER, SELLER, lender, and the title insurer in compliance with Florida law;
- 195 **or**
- 196 a copy of a previously made survey map of the Property showing all existing improvements and
197 sufficient to allow removal of the standard survey map exceptions from the title insurance commitment
198 **or, if insufficient, then a new staked survey map is required at Sellers's expense unless**
199 **otherwise marked in paragraph 7A; or**
- 200 No survey map is required.

201 **If a surveyor's flood elevation certificate is required, BUYER shall pay for it.**

202 6. **TITLE EXAMINATION AND DATE OF CLOSING (CONSUMMATION):**

203 (A) If title evidence and survey map, as specified above, show SELLER is vested with marketable title,
204 including legal access, the transaction will be closed and the deed and other closing papers delivered
205 on or before (**mark only one box**):

- 206 _____ days (15 days if left blank) after the **Loan Approval Period**; or
- 207 06/21/2023 (specific date); or
- 208 _____ days after date of acceptance of this Agreement,

209 **unless extended by other conditions of this Agreement.**

210 Marketable title means title which a Florida title insurer will insure as marketable at its regular rates
211 and subject only to matters to be cured at closing and the usual exceptions such as survey map,
212 current taxes, zoning ordinances, and covenants, restrictions and easements of record which do not
213 adversely affect marketable title. From the date of acceptance of this Agreement through closing,
214 SELLER will not take or allow any action to be taken that alters or changes the status of title to the
215 Property.

216 (B) **Extension of Date of Closing and Other Dates:** If closing cannot occur by the date of closing due
217 to Consumer Financial Protection Bureau ("CFPB") delivery requirements, and if line 48 is marked
218 and Loan Approval has been obtained, then the date of closing shall be extended for the period
219 necessary to satisfy CFPB delivery requirements, not to exceed 7 days. If extreme weather, act of
220 God, government actions and mandates, government shutdowns, epidemics or pandemics, act of
221 terrorism or war ("force majeure") prevents any obligation under this Agreement from being
222 reasonably performed or causes the unavailability of insurance, all time periods, including the date of
223 closing, will be extended for the period of time that any of the above prevents performance of any
224 obligation under this Agreement, but in no event more than 5 days after restoration of services
225 essential to the closing process and availability of applicable insurance. If force majeure prevents
226 performance of any obligation under this Agreement for more than 30 days beyond the date of
227 closing, BUYER or SELLER may terminate this Agreement by delivering written notice to the other
228 party.

229 If title evidence or survey map reveals any defects which render title unmarketable, or if the Property
230 is not in compliance with governmental regulations/permitting, or condominium or homeowners'
231 association rules/regulations, SELLER hereby directs the closing attorney/settlement agent upon
232 receipt of title commitment, survey map or written evidence of any association, permitting or
233 regulatory issue, to notify BUYER and SELLER in writing of such defects. SELLER agrees to use
234 reasonable diligence to cure such defects at SELLER's expense, even if not yet a monetary
235 obligation, and will have 30 days to do so, in which event this transaction will be closed within 10 days
236 after delivery to BUYER of evidence that such defects have been cured but not sooner than the date
237 of closing. SELLER agrees to pay for and discharge all due and delinquent taxes, liens and other
238 monetary encumbrances unless otherwise agreed in writing. If SELLER is unable to convey
239 marketable title, or to cure association, permitting or regulatory/compliance issues, BUYER will have
240 the right to either terminate this Agreement or to accept the Property as SELLER is able to convey,
241 and to close this transaction upon the terms stated herein, which election must be exercised within 10
242 days after BUYER's receipt of SELLER's written notice of SELLER's inability to cure.

243 7. **BUYER WILL PAY:**

- 244 (A) CLOSING COSTS:
- | | |
|---|--|
| 245 <input checked="" type="checkbox"/> Recording fees | <input type="checkbox"/> One-year home warranty_____ |
| 246 <input type="checkbox"/> Intangible tax | <input type="checkbox"/> VA funding fee |
| 247 <input type="checkbox"/> Note stamps | <input type="checkbox"/> Mortgage insurance premium |
| 248 <input type="checkbox"/> Simultaneous mortgagee title insurance policy | <input type="checkbox"/> Mortgage discount not to exceed_____ |
| 249 <input type="checkbox"/> Title insurance endorsements | <input type="checkbox"/> Survey Map |
| 250 <input type="checkbox"/> Lender's flood certification fees | <input type="checkbox"/> Closing attorney/settlement fee |
| 251 <input type="checkbox"/> Mortgage origination charges | <input type="checkbox"/> BUYER's courier/wire fees |
| 252 <input type="checkbox"/> Appraisal fee | <input type="checkbox"/> Title search |
| 253 <input type="checkbox"/> Credit report (s) | <input checked="" type="checkbox"/> Municipal lien search |
| 254 <input checked="" type="checkbox"/> Inspection and reinspection fee | <input type="checkbox"/> Broker transaction fee \$_____ |
| 255 <input type="checkbox"/> Tax service fee | <input type="checkbox"/> Mortgage transfer and assumption charges_____ |
| 256 <input checked="" type="checkbox"/> Wood-destroying organism (WDO) report | |
| 257 <input type="checkbox"/> Other _____ | |

258 (B) All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by
259 law or regulation, **together with lender related settlement/title service fees charged to process,**
260 **close and post close BUYER's loan(s).**

261 (C) Condominium and homeowners' association application/transfer fees, the cost of completion of a
262 lender's condominium questionnaire fees, and capital contributions, if required.

263 (D) PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest, and mortgage insurance
264 premiums if required by the lender.

265 8. **SELLER WILL PAY:**

- 266 (A) CLOSING COSTS:
- | | |
|---|---|
| 267 <input checked="" type="checkbox"/> Deed stamps | <input type="checkbox"/> One-year home warranty not to exceed \$_____ |
| 268 <input checked="" type="checkbox"/> Owner's title insurance policy | <input type="checkbox"/> Mortgage discount not to exceed_____ |
| 269 <input checked="" type="checkbox"/> Title search | <input type="checkbox"/> Appraisal fee |
| 270 <input checked="" type="checkbox"/> Closing attorney/settlement fee | <input type="checkbox"/> Municipal lien search |
| 271 <input type="checkbox"/> Survey Map | |

- 272 Satisfaction of mortgage and recording fee
- 273 SELLER's courier/wire fees
- 274 Other _____
- 275 _____

276 (B) Real estate commission and broker transaction fee pursuant to the listing agreement.

277 (C) Condominium and homeowners' association estoppel/statement fees, payable upon request by the
278 closing attorney/settlement agent.

279 (D) All other charges required by lender(s) in connection with the BUYER's loan(s) which BUYER is
280 prohibited from paying by law or regulation.

281 (E) If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's
282 prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph**
283 **7(A)** and those specified in paragraphs 7(B), 7(C) and 7(D). This amount will include all VA non-
284 allowables not specified to be paid by SELLER.

285 (F) All mortgage payments, condominium and homeowners' association fees and assessments, CDD
286 assessments, fees and government special assessments due and payable shall be paid current at
287 SELLER's expense at the time of closing.

288 (G) Property Assessed Clean Energy Financing ("PACE"). At or prior to closing, SELLER will pay in full
289 the amount of any assessment or lien imposed on the Property pursuant to Section 163.08 of the
290 Florida Statutes for a qualifying improvement to the Property related to energy efficiency, renewable
291 energy, or wind resistance. If the Property presently has PACE financing, BUYER and SELLER must
292 sign the PACE Addendum, which Addendum shall be part of this Agreement.

293 (H) Public Body (Government) Special Assessments. At closing, SELLER will pay: (i) the full amount of
294 liens imposed by a public body that are certified, confirmed and ratified before the date of closing not
295 payable in installments; and (ii) the amount of the public body's most recent estimate or assessment
296 for an improvement which is substantially completed as of date of acceptance of this Agreement but
297 that has not resulted in a lien being imposed on the Property before closing. **"Public body" does not**
298 **include a condominium or homeowners' association or CDD.**

299 If public body special assessments may be paid in installments (**mark only one box**):
300 BUYER shall pay installments due after date of closing; **or**
301 SELLER will pay the assessment in full prior to or at the time of closing.

302 **IF NEITHER BOX IS MARKED, SELLER SHALL PAY SUCH ASSESSMENT(S) IN FULL PRIOR**
303 **TO OR AT TIME OF CLOSING. This paragraph 8(H) shall not apply to liens imposed by a**
304 **Community Development District created by Florida Statute 190. The special benefit tax**
305 **assessment imposed by a Community Development District shall be treated as an ad valorem**
306 **tax.**

307 9. **PRORATIONS:** All taxes, rents, flood insurance if assumed, condominium and homeowners' association
308 fees, solid waste collection/recycling/disposal fees, stormwater fees, and Community Development District
309 (CDD) fees will be prorated through the day before closing based on the most recent information available
310 to the closing attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day
311 of closing shall belong to BUYER. Any proration based on an estimate shall be re-prorated at the request of
312 either party upon receipt of the actual bill based on the maximum discount available.

313 **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S
314 CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY
315 BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF
316 OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE
317 PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY
318 QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S
319 OFFICE FOR INFORMATION

320 10. **DEFAULT:**

321 (A) If BUYER defaults under this Agreement, including failure to pay all binder deposits within the time
322 specified, all binder deposits paid and agreed to be paid (after deduction of unpaid closing costs
323 incurred, except inspection fee(s), credit report and appraisal fees, which shall be BUYER's sole
324 responsibility) will be retained by SELLER as agreed upon liquidated damages, consideration for the
325 execution of this Agreement, and in full settlement of any claims. BUYER and SELLER will then be
326 relieved of all obligations to each other under this Agreement except for BUYER's responsibility for
327 damages caused during inspections as described in paragraph 3.

- 328 (B) If SELLER defaults under this Agreement, all loan and sale processing and closing costs incurred
329 whether the same were to be paid by BUYER or SELLER, will be the responsibility of SELLER, and
330 BUYER may either: (i) seek specific performance; or (ii) elect to receive the return of BUYER's binder
331 deposits without thereby waiving any action for damages resulting from SELLER's default.
- 332 (C) Binder deposits retained by SELLER as liquidated damages will be distributed pursuant to the terms
333 of the listing agreement.

334 11. **NON-DEFAULT PAYMENT OF EXPENSES:**

- 335 (A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs
336 incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of
337 BUYER with costs deducted from the binder deposits, and the remainder of the binder deposits shall
338 be returned to BUYER. This will include but not be limited to the transaction not closing because
339 BUYER does not obtain the required financing as provided in this Agreement or BUYER invokes
340 BUYER's right to terminate under any contingency in this Agreement; however, if Buyer elects to
341 terminate this Agreement pursuant to paragraphs 2(A), 2(B), 2(C) or 3, each party will be responsible
342 for all loan and sale processing costs specified to be paid by that party, except that all inspections,
343 including WDO Report, shall be paid by BUYER.
- 344 (B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs
345 incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of
346 SELLER, and BUYER will be entitled to the return of the binder deposits. This will include the
347 transaction not closing because SELLER elects not to pay for the amount in excess of the amounts in
348 paragraph 15 with respect to casualty, loss or damage, or because SELLER cannot deliver
349 marketable title, or is unable to cure association, permitting or regulatory compliance issues, but shall
350 not include failure to appraise or termination pursuant to paragraph 2.

351 12. **BINDER DISPUTE, WAIVER OF JURY TRIAL AND ATTORNEY FEES:**

- 352 (A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposits, the
353 holder of the binder deposits may file an interpleader action in accordance with applicable law to
354 determine entitlement to the binder deposits, and the interpleader's attorney's fees and costs shall be
355 deducted and paid from the binder deposits and assessed against the non-prevailing party, or the
356 broker holding the binder deposits may request the issuance of an Escrow Disbursement Order from
357 the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby,
358 and shall indemnify and hold harmless the holder of the binder deposits from all costs, attorney's
359 fees, and damages upon disbursement in accordance therewith.
- 360 (B) All controversies and claims between BUYER, SELLER or Broker(s), directly or indirectly, arising out
361 of or relating to this Agreement or this transaction will be determined by non-jury trial. BUYER,
362 SELLER and Broker(s), jointly and severally, knowingly, voluntarily and intentionally waive any and all
363 rights to a trial by jury in any litigation, action or proceeding involving BUYER, SELLER or Broker(s),
364 whether arising directly or indirectly from this Agreement or this transaction or relating thereto. Each
365 party will be liable for their own costs and attorney's fees except for interpleader's attorney's fees and
366 costs, which shall be payable as set forth in paragraph 12(A).

367 13. **PROPERTY DISCLOSURE:**

368 SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property
369 other than those which BUYER can readily observe **except:**
370

371 SELLER represents that SELLER has no knowledge of any improvements or repairs made to the property
372 which were made without proper permits or made pursuant to permits which have not been properly closed
373 **except:**

374 SELLER further represents that the Property is not now and will not be prior to the date of closing subject to
375 a municipal or county code enforcement proceeding and that no citation has been issued **except:**
376

377 If the Property is or becomes subject to such a proceeding prior to the date of closing, SELLER shall
378 comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes,
379 SELLER shall be responsible for compliance with applicable code and all orders issued in such proceeding
380 unless otherwise agreed herein. SELLER has received no written or verbal notice from any governmental
381 entity as to uncorrected building, environmental or safety code violations, and SELLER has no knowledge
382 of any repairs or improvements made to the Property not then in compliance with governmental regulations
383 **except:**

- 384 (A) **Energy Efficiency:** In accordance with Florida Statute 553.996, notice is hereby given that the
- 385 BUYER of real property with a building for occupancy located thereon may have the building's
- 386 energy-efficiency rating determined. BUYER acknowledges receipt of the Florida energy efficiency
- 387 rating information brochure prepared by the State of Florida at the time of or prior to BUYER signing
- 388 this Agreement.
- 389 (B) **Radon Gas Disclosure:** Radon gas is a naturally occurring radioactive gas that, when it has
- 390 accumulated in a building in sufficient quantities, may present health risks to persons who are exposed
- 391 to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in
- 392 Florida. Additional information regarding radon testing may be obtained from your county health unit.
- 393 (C) **Flood Zone:** BUYER is advised to verify with the lender and appropriate government agencies
- 394 whether flood insurance is required and what restrictions apply to improving the Property and
- 395 rebuilding in the event of casualty.
- 396 (D) **Community Development District: If the Property is in a CDD, a Community Development**
- 397 **District Disclosure must be signed by BUYER and SELLER and made a part hereof.**
- 398 (E) **Mold Disclosure:** Mold is naturally occurring. The presence of mold in a home or building may cause
- 399 health problems and damage to the Property.
- 400 (F) **Airport Notice Zones:** If the Property is in Noise Zones A, B and/or an Airport Notice Zone, BUYER
- 401 and SELLER agree to comply with the City of Jacksonville Ordinance Code Section 656.1010.
- 402 (G) **Historic Districts:** BUYER is advised to verify with appropriate government agencies whether the
- 403 Property is in an historic district; if so, the Property is subject to additional guidelines and restrictions.
- 404 **See Historic District Disclosure for further information.**
- 405 (H) **Other:** BUYER should exercise due diligence with respect to information regarding neighborhood
- 406 crimes, sexual offenders/predators and any other matters BUYER deems relevant to the purchase of
- 407 the Property.
- 408 **Broker's Notice:** BUYER and SELLER acknowledge and agree that neither the Listing Broker nor
- 409 Selling Broker warrants the condition, size or square footage of the Property, and neither is liable to
- 410 BUYER or SELLER in any manner whatsoever for any losses, damages, claims, suits, and costs
- 411 regarding same. BUYER and SELLER hereby release and hold harmless said Brokers and their
- 412 licensees from any losses, damages, claims, suits, and costs arising out of or occurring with respect to
- 413 the condition, size, or square footage of the Property. Brokers shall not be liable for the performance
- 414 by any provider of services or products recommended by Brokers. Such recommendations are made
- 415 as a courtesy. BUYER and SELLER may select their own providers of services or products.

416 14. **POSSESSION:**

- 417 (A) BUYER will be given possession at closing; or
- 418 BUYER will be given possession within _____ days after closing at no rental cost to SELLER except
- 419 as otherwise set forth in paragraph 17 hereof.

420 If neither box is marked in this paragraph 14A, then BUYER will be given possession at closing.

421 **If possession is to be delivered before or after closing, the BUYER and SELLER shall execute a**

422 **separate possession agreement prepared by legal counsel at possessor's expense at least 5 days**

423 **before closing.**

424 **SELLER shall sweep the Property clean and remove all personal property not included in the sale by**

425 **time of BUYER's possession.**

- 426 (B) SELLER represents that there are no parties in possession other than SELLER, or that any parties
- 427 in possession other than SELLER shall vacate the Property as of the date and time of closing; or
- 428 **BUYER understands that the Property is available for rent or rented** and the tenant may
- 429 continue in possession following closing unless otherwise agreed in writing between the landlord
- 430 and tenant. Within 5 days after date of acceptance of this Agreement, SELLER shall provide
- 431 BUYER with a copy of all current leases and rent rolls for the Property and deliver to BUYER
- 432 originals of same at closing. At closing, all tenant deposits will be transferred from SELLER to

433 BUYER, and any leases shall be deemed to have been assigned by SELLER to BUYER. This
434 Agreement shall be deemed an assignment of any leases upon closing, and the obligations
435 thereunder assumed by BUYER.

436 If neither box is marked in this paragraph 14B, then BUYER will be given possession as of the date
437 and time of closing.

438 15. **CASUALTY LOSS OR DAMAGE:** If the Property is damaged by any casualty prior to closing, SELLER shall
439 immediately notify BUYER in writing. If the cost of repair or restoration does not exceed 3% of the Purchase
440 Price, cost of repair or restoration will be an obligation of SELLER and closing will proceed pursuant to the
441 terms of this Agreement. If the cost of repair or restoration exceeds 3% of the Purchase Price, BUYER may
442 terminate this Agreement by giving written notice to SELLER within 10 days after BUYER's receipt of
443 written notice from SELLER of the casualty. If BUYER has not so terminated, SELLER shall have 30 days
444 from the end of said 10 day period to complete the repairs in accordance with the conditions required by
445 paragraph 3 and all applicable laws. Closing shall occur within 20 days thereafter but not sooner than the
446 date of closing as set forth in paragraph 6.

447 If BUYER has not terminated as above, and the cost of repair or restoration exceeds said 3% and SELLER
448 declines to pay the excess, then SELLER must notify BUYER in writing of same within 15 days after the
449 casualty. In this event, BUYER may either purchase the Property in its "AS IS" condition, together with any
450 insurance proceeds payable by virtue of such casualty (to be assigned by SELLER to BUYER upon closing)
451 plus an amount equal to SELLER's deductible, or BUYER may terminate this Agreement. BUYER shall
452 have 5 days after receipt of SELLER's written notice of refusal to pay the excess costs to terminate this
453 Agreement or be deemed to have elected to proceed with this transaction.

454 16. **PERSONAL PROPERTY:** The following items, if owned by SELLER and existing on the Property on the
455 date of the initial offer, are included in the Purchase Price: range/oven, cooktop, dishwasher, disposal,
456 ceiling fans, trash compactor, audio/visual system wiring, television wall mounts and mounting hardware,
457 smart outlets, thermostats, keyless entry devices, solar equipment, light fixtures and bulbs, smoke
458 detector(s), bathroom mirrors, drapery hardware, all window treatments/coverings, garage door opener and
459 controls, security gate and other access devices, mailbox and mailbox key, fence, plants and shrubbery as
460 now installed on the Property, and those additional items checked below (to which no value has been
461 assigned):

- 462 Refrigerator(s) Microwave Oven Pool fence/barrier Mounted/installed speakers
- 463 Washer Window/wall a/c Pool Sweep Water softener/treatment system
- 464 Dryer Built-in Generator Above Ground Pool Storm shutters and panels
- 465 Gas logs Wine cooler Storage Shed Spa or hot tub with heater
- 466 Other smart home and security devices (must specify): _____
- 467 _____
- 468 Other (specify): _____
- 469 _____

470 Items specifically excluded from this Agreement: _____
471 _____
472 _____

473 17. **ADDENDA/RIDERS/DISCLOSURES:**

474 If marked, the following are attached hereto and made a part of this Agreement and this Agreement will not be
475 deemed accepted unless and until all marked Addenda, Riders and Disclosures have been signed/initialed, as
476 appropriate, by both BUYER and SELLER, and delivered to BUYER and SELLER or their respective Broker:

- 477 Condominium Rider
- 478 Homeowners' Association/Community Disclosure Addendum
- 479 Community Development District Disclosure Addendum
- 480 Lead-Based Paint Disclosure For Residential Sales Addendum (required for pre-1978 homes)
- 481 Continued Marketing Addendum
- 482 Coastal Construction Control Line Disclosure Addendum
- 483 Short Sale Addendum
- 484 For Your Protection: Get a Home Inspection (for FHA Financing)
- 485 Back-Up Addendum
- 486 Counter Offer Addendum (To accept a counter offer, BUYER and SELLER must sign both this Agreement
487 and the Counter Offer Addendum.)

488 Other (Specify here) _____

489 **ADDITIONAL TERMS AND CONDITIONS:** _____

490 Buyer waives the right to an appraisal contingency. _____

491 _____

492 _____

493 _____

494 _____

495 _____

496 18. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge
497 receipt of a copy of this Agreement. Except for brokerage agreements, BUYER, SELLER and Broker agree
498 that the terms of this Agreement constitute the entire agreement between them and that they have not
499 received or relied on any representations by Brokers or any material regarding the Property including, but
500 not limited to, listing information, that are not expressed in this Agreement. No prior or present agreements
501 or representations will bind BUYER, SELLER or Brokers unless incorporated into this Agreement.
502 Modifications of and notices pursuant to this Agreement will not be binding unless in writing, signed and
503 initialed as appropriate and delivered by the party to be bound. This Agreement and any modifications to this
504 Agreement may be signed in counterparts and may be executed and/or transmitted by electronic media,
505 excluding text messages. Headings are for reference only and shall not be deemed to control
506 interpretations. If any provision of this Agreement is or becomes invalid or unenforceable, all remaining
507 provisions will continue to be fully effective. Neither this Agreement nor any memorandum hereof will be
508 recorded in any public records. For emphasis, some provisions have been bolded and/or capitalized, but
509 every provision in this Agreement is significant and should be reviewed and understood. No provision should
510 be ignored or disregarded because it is not in bold or otherwise emphasized in some manner.

511 In the performance of the terms and conditions of this Agreement each party will deal fairly and in good faith
512 with the other. Written notice to or from the Broker for a party shall be deemed notice to or from that party
513 and may be transmitted by electronic media, excluding text messages. All assignable repair and treatment
514 contracts and warranties are deemed assigned by SELLER to BUYER at closing unless otherwise stated
515 herein. SELLER agrees to sign all documents necessary to accomplish same, at BUYER's expense, if any.

516 19. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** As used in this Agreement, "days" means calendar
517 days. Any dates herein, other than the time of acceptance, which end on a Saturday, Sunday or a day on
518 which a national legal public holiday is observed ("federal holiday") shall extend to the next date which is not
519 a Saturday, Sunday, or federal holiday. All references to a date other than the date of acceptance shall end
520 at 7:00 p.m. Eastern Time.

521 20. **BUYER'S AND SELLER'S NOTICES:** BUYER and SELLER represent that they have not entered into any
522 other agreements with real estate brokers other than those named below with regard to the Property.
523 BUYER and SELLER give the Brokers authorization to advise surrounding neighbors who will be the new
524 owner of the Property. "Broker", as used in this Agreement, is deemed to include all of Broker's licensees
525 licensed to sell real property in the State of Florida.

526 21. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker may place escrow funds in an interest-
527 bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain any
528 interest earned as the cost associated with maintenance of said escrow account.

529 22. **SOCIAL SECURITY OR TAX I.D. NUMBER:** BUYER and SELLER agree to provide their respective Social
530 Security or Tax I.D. numbers to closing attorney/settlement agent upon request.

531 23. **1031 EXCHANGE:** BUYER or SELLER may elect to effect a tax-deferred exchange under Internal
532 Revenue Service Code Section 1031(which shall not delay the closing), in which event BUYER and
533 SELLER agree to sign documents required to effect the exchange, provided the non-exchanging party shall
534 not incur any costs, fees or liability as a result of or in connection with the exchange.

535 24. **PAYOFF AUTHORIZATION:** SELLER hereby authorizes the closing attorney/settlement agent to obtain
536 mortgage payoff letters (including from foreclosure attorneys) and homeowner's and condominium
537 association estoppel letters on behalf of SELLER.

538 25. **FIRPTA TAX WITHHOLDING:** If any SELLER is a "foreign person" as defined by the Foreign Investment in
539 Real Property Tax Act, the BUYER and SELLER shall comply with the Act, which may require SELLER to
540 provide additional funds at closing. **SELLER agrees to disclose to the closing attorney/settlement**
541 **agent within 10 days after date of acceptance of this Agreement if any SELLER is not a U.S. citizen**
542 **or resident alien**, and SELLER agrees to pay all cost associated with withholding and reporting.

543 26. **ASSIGNABILITY: (MARK ONE):** Buyer may assign this agreement and thereby be released from any
544 further liability under this Agreement; or BUYER may assign this agreement but not be released from
545 liability under this Agreement; or BUYER may not assign this Agreement. If no box is marked in this
546 paragraph 26, then BUYER may assign this agreement but not be released from liability under this
547 Agreement.

548 27. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED
549 TO BUYER AND SELLER OR THEIR RESPECTIVE BROKERS ON OR BEFORE 12 :01 A.M. P.M.
550 06/04/2023 (DATE), THIS OFFER WILL BE DEEMED
551 WITHDRAWN. THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFER SHALL BE
552 _____ HOURS (24 HOURS IF LEFT BLANK) FROM THE TIME THE COUNTEROFFER IS
553 DELIVERED.

WIRE FRAUD ALERT. Every day criminals are trying to steal your money by hacking email accounts of real estate agents, title companies, settlement attorneys, lenders and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. These emails are convincing and sophisticated, and they look like the email came from your real estate agent, title company, settlement attorney or lender. BUYER and SELLER are advised not to wire any funds without personally speaking with the intended recipient of the wire at a verified phone number that you obtained independently to confirm the routing number and the account number. BUYER and SELLER should not send personal information such as social security numbers, bank account numbers and credit card numbers except through secured email or personal delivery to the intended recipient. BUYER and SELLER agree to indemnify and hold harmless all brokers from all losses, liabilities, charges, and costs they may incur due to any and all wire transfers or wire instructions relating to the transfer or issuance of funds.

After you receive a Federal Reference Number from your sending financial institution, you may want to verify as soon as possible with the intended recipient of the wire that they received your money. If you cannot verify that the wire was received by the intended recipient, immediately contact your financial institution that sent the wire.

554 28. **DATE OF ACCEPTANCE:** The date of acceptance of this Agreement shall be the date on which this
555 Agreement, including all marked Addenda, Riders and Disclosures, is last executed by BUYER and
556 SELLER and a fully executed copy has been delivered to BUYER and SELLER or their respective Brokers.
If this Agreement is not understood, BUYER and SELLER should seek competent legal advice.

557 *Satish Kumar Vannathan, Trustee* dotloop verified 06/03/23 8:43 PM EDT 8782-TPH-0127-0362
558 BUYER _____ DATE _____
559 Marital Status: Married

Maria M Yp. Receiver dotloop verified 06/03/23 8:00 PM EDT 7585-LJMT-1CDH-4W83
SELLER _____ DATE _____
Marital Status: _____

560 *Anuradha Manoharan, Successor Trustee* dotloop verified 06/03/23 8:44 PM EDT 029-P2TTC-NCH-122X
561 BUYER _____ DATE _____
562 Marital Status: _____

SELLER _____ DATE _____
Marital Status: _____

563 _____
564 BUYER _____ DATE _____
565 Marital Status: _____

SELLER _____ DATE _____
Marital Status: _____

566 _____
567 BUYER _____ DATE _____
568 Marital Status: _____

SELLER _____ DATE _____
Marital Status: _____

569 Mark if any SELLER is not a U.S. Citizen or resident alien.

570 If the binder deposit is paid herewith, Broker, by signature below, acknowledges receipt of \$ _____
571 cash check as the binder deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held
572 in escrow pending disbursement according to the terms hereof, together with any additional binder deposit(s)
573 escrowed by the terms of this Agreement.

574 _____
575 Company _____ By: _____ Title _____

END OF PURCHASE AND SALE AGREEMENT

576 Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of
577 paragraphs 12 and 18 above. This Agreement shall not be used to modify any multiple listing service or
578 other offer of compensation made by Listing Broker or SELLER to Selling Broker.

579 Momentum Realty
580 Firm Name of Selling Broker

Keller Williams Realty Atlantic Partners
Firm Name of Listing Broker

581 BK3389537
582 Broker's State License ID (BK Real Estate Number)

BK3144162
Broker's State License ID (BK Real Estate Number)

583 (904) 570-1216
584 Phone for Selling Broker

904-247-0059
Phone for Listing Broker

585 13475 Atlantic Blvd Suite 8
586 Selling Broker Office Address

1071 Atlantic Blvd
Listing Broker Office Address

587 Office S206, Jacksonville, FL 32225
588 Selling Broker City, State, Zip Code

Atlantic Beach, Florida 32233
Listing Broker City, State, Zip Code

589 By: [Signature: Alex Norkus]
590 Authorized Licensee Signature

By: [Signature: Eric Dreibelbis] 6/5/2023 | 8:31 AM EDT
Authorized Licensee Signature

591 Alexander Norkus
592 Printed Name of Licensee

Edward R Dreibelbis II, PA
Printed Name of Licensee

593 Alexnorkus@gmail.com
594 Email Address

Eric.D@KW.com
Email Address

595 (904) 894-5525
596 Phone for Selling Licensee

904-339-3084
Phone for Listing Licensee

597 SL3307615
598 Licensee's State License ID
599 (BK or SL Real Estate Number)

SL3242953
Licensee's State License ID
(BK or SL Real Estate Number)



AMENDMENT



COPYRIGHTED BY AND SUGGESTED FOR USE BY THE MEMBERS OF THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.

REALTOR®

REALTOR®

This Amendment is made by and between Florida Revocable Living Trust of Satish Kumar Viswanathan (BUYER) and Maria M Yip, Recievership Estate of Prosperity Training Technology, LLC (SELLER), who are parties to that certain Purchase and Sale Agreement dated 06/03/2023 for the following Property: 12311 Kensington Lakes Dr Unit 202 Jacksonville, FL 32246

_____ (the "Agreement"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BUYER and SELLER agree to amend the Agreement as follows: _____

Addendum to Reduce Purchase Price from \$180,000 to \$179,000

Except as modified by this Amendment, the Agreement shall remain unchanged and in full force and effect. In any conflict of terms between this Amendment and the Agreement, as may have been previously amended, the terms of this Amendment shall govern.

Satish Trustee dotloop verified
06/09/23 8:11 PM EDT
OKWJ-LIEI-955H-BYR2
BUYER SIGNATURE DATE

DocuSigned by:
Maria M Yip, Receiver 6/9/2023 | 11:14 AM PDT
SELLER SIGNATURE DATE

Anuradha Manoharan, Successor Trustee dotloop verified
06/09/23 8:11 PM EDT
Y1VU-GX4A-0LRN-Q8WT
BUYER SIGNATURE DATE

SELLER SIGNATURE DATE

BUYER SIGNATURE DATE

SELLER SIGNATURE DATE

BUYER SIGNATURE DATE

SELLER SIGNATURE DATE

EXHIBIT 2

This instrument prepared by:

David M. Goldman, Attorney at Law
Law Office of David M. Goldman PLLC
4115 Hendricks Avenue
Jacksonville, Florida 32207

Recording Fee: \$18.50
Documentary Stamps: \$1465.80
Total Paid: \$1484.30

165267-9050
Parcel Identification Number(s)

_____ (The space above is provided for recording information) _____

QUIT CLAIM DEED

The Grantor, **David M. Goldman, as Trustee of the Kensington Lakes 202 Land Trust**, whose mailing address is 4115 Hendricks Avenue, Jacksonville, Florida 32207, for and in consideration of Ten Dollars (\$10) and other valuable consideration, receipt of which is acknowledged, grants and conveys to the Grantee, **Maria M. Yip, Receiver** whose mailing address is 2 South Biscayne Blvd., Suite 2690, Miami, Florida 33131, all of the right, title and interest said Grantor has in and to the real property located in Duval County, Florida described as follows:

Unit No. 202, Building No. 200, The Seasons at Kensington, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 9083, Page 384, together with an undivided interest in the common elements and appurtenances thereto, of the public records of Duval County, Florida.

Subject to covenants, restrictions, and easements of record. Subject also to applicable real property taxes for the current and subsequent years.

Such real property or its street address is commonly known as 12311 Kensington Lakes Drive, Unit 202, Jacksonville, Florida 32246.

Such real property is not the homestead of the Grantor.

This conveyance is being prepared without the benefit of a title search.

Signed by the Grantor, **David M. Goldman**, as Trustee of the **Kensington Lakes 202 Land Trust**, on April 12, 2023.

Signed in the presence of:

KENSINGTON LAKES 202 LAND TRUST

C. Ashley Dilda
Carolyn A. Dilda

David M. Goldman Trustee
By: David M. Goldman
Its: Trustee

Mary Beth Santangelo
Mary Beth Santangelo

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, by David M. Goldman, as Trustee who is personally known to me, and sworn to and subscribed before me by the witnesses, Carolyn A. Dilda and Mary Beth Santangelo, both of whom are personally known to me, on April 12, 2023.

[Signature]
Notary Public--State of Florida
(Print or Stamp Name, Commission # and Expiration below)

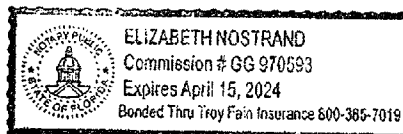


EXHIBIT 3

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

Case No. 3:22-cv-00487-TJC-MCR

MICHAEL RANDO, VALERIE
RANDO, PROSPERITY TRAINING
TECHNOLOGY LLC, ELITE
CUSTOMER SERVICES, LLC,
DIGITAL BUSINESS SCALING
LLC, FIRST COAST
MATCHMAKERS INC.,
FIRST COAST MATCHMAKERS
LLC, FINANCIAL CONSULTING
MANAGEMENT GROUP LLC,
RESOURCE MANAGEMENT
INVESTMENTS, LLC,

Defendants.

ORDER

THIS CAUSE comes before the Court for consideration of the Receiver's Verified Unopposed Motion to Approve Private Sale of Real Property — 12311 Kensington Lakes Drive, Unit 202, Jacksonville, Florida 33246 (the "Property"). (Doc. 132) At the request of the Federal Trade Commission ("FTC"), the Court appointed the Receiver preliminarily on May 3, 2022 and as

permanent Receiver on January 10, 2023 and directed her take possession of all Assets identified in Section IV.B of the Final Judgment, liquidate Assets, and pay any net proceeds to the FTC. (Doc. 116)

The Receiver requests that the Court approve the sale of the Property to the Living Trust of Satish Kumar Viswanathan. (Doc. 132) The FTC consents to the relief sought in the Motion. *Id.* The Receiver provided the Purchase and Sale Agreement for the Court's review. (Doc. 132-1)

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

1. The Receiver's Motion, (Doc. 132), is **GRANTED**.
2. Transfer of title to the Property located at 12311 Kensington Lakes Drive, Unit 202, Jacksonville, Florida 32246, better known as Duval County Parcel ID: 165267-9059 to the Living Trust of Satish Kumar Viswanathan is **APPROVED**. The Property's legal descriptions is as follows:

Unit No. 202, Building 200, THE SEASONS AT KENSINGTON, A CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Record Book 9083, page 384, together with an undivided interest in the common elements and appurtenances thereto, of the public records of Duval County, Florida.

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

SO ORDERED, this ___ day of June, 2023.

TIMOTHY J. CORRIGAN
United States District Judge

COPIES FURNISHED TO:
Counsel and Parties of Record