

EXHIBIT 3

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter "Agreement"), is entered into this 29th day of August 2018, by and between **Spanish Oaks Properties LLC**, a North Carolina corporation, (hereinafter, the "**Buyer**") and **Burton W. Wiand, Receiver** (hereinafter, the "**Receiver**" or "**Seller**", and collectively with Buyers, the "**Parties**") appointed in the matter of *Securities and Exchange Commission v. Arthur Nadel, et al.*; United States District Court, Middle District of Florida, Tampa Division, Case No. 8:09-cv-87-T-26TBM (hereinafter, the "**Action**").

BACKGROUND

WHEREAS, the Receiver was appointed pursuant to a certain Order Appointing Receiver entered January 21, 2009 in connection with the proceedings in the Action (the "Receivership Order");

WHEREAS, The United States District Court, Middle District of Florida entered Orders on February 11, 2009 expanding the Receivership to include Laurel Preserve, LLC and Laurel Preserve Homeowners Association, Inc., and on March 9, 2009 expanding the Receivership to include The Guy-Nadel Foundation, Inc.

WHEREAS, Laurel Preserve, LLC is the owner of vacant lot/parcel F/G of Bird Creek Estates, better known as Parcel Number: 0636-99-2659-00000; Laurel Preserve Homeowners Association, Inc. is the owner of the vacant lot/parcel of land of Bird Creek Estates, better known as Parcel Number: 0637-90-0585-00000; and, The Guy-Nadel Foundation, Inc. is the owner of vacant lots/parcels B, C, D and E of Bird Creek Estates, better known as Parcel Number numbers: 0637-90-0133-00000; 0637-90-1306-00000; 0637-90-3386-00000; 0637-90-3019-00000. The foregoing vacant lots and parcels are all located in Buncombe County, North Carolina (all lots and parcels described herein are hereinafter referred to as the "**Property**"); and

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

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

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

AGREEMENT

1. Property: The Seller agrees to sell and convey and 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. 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 Two Hundred Twelve Thousand Five Hundred Dollars (\$212,500.00). Buyer agrees that this is an **ALL CASH** purchase and there shall be no financing contingency.

3. **Earnest Money Deposits:** Within one (1) business day after full execution of this Agreement by the Parties the Buyer shall deposit the sum of Five Thousand Dollars (\$5,000.00) in readily available funds as an earnest money deposit ("**Earnest Money Deposit**") into the IOTA trust account of Wiand Guerra King PA. Upon the satisfaction of all contingencies outlined in this Agreement, except for the approval from The United States District Court, Middle District of Florida to sell the Property pursuant to the terms of this Agreement, the Earnest Money Deposit shall be transferred to the Closing Agent. Upon approval from The United States District Court, Middle District of Florida to sell the Property, the Earnest Money Deposit is non-refundable except as otherwise provided for in this Agreement.

The Earnest Money Deposit shall be credited at Closing towards the Purchase Price to be paid to Seller by Buyer for the Property under the terms of this Agreement. The terms of this Agreement shall serve as the escrow instructions for this transaction.

4. **Conditions of Escrow:** Seller shall, on or before the date of Closing, make reasonable efforts to obtain approval from The United States District Court, Middle District of Florida 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 Buyer fails to perform under this Agreement except as to any rights the Buyers may have under paragraphs 8, 9 or 10, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyer's failure to perform. In the event that the Court fails to approve this Agreement or the Buyer terminates the Agreement pursuant to paragraphs 8, 9 or 10, this Agreement shall be null and void and of no further force and effect and neither Seller nor the Buyer shall have any further obligations hereunder to the other and the Earnest Money Deposit shall be delivered immediately to Buyer. Should Seller fail to perform any obligation under this Agreement for any other reason, the Buyer's sole remedy shall be to seek return of all funds deposited in connection with this Agreement.

5. **No Financing Contingency:** Buyer agrees that there shall be no financing contingency associated with this Agreement.

6. **Closing and Closing Agent:** Unless extended by mutual agreement of the Parties, Closing shall take place within thirty (30) days after The United States District Court, Middle District of Florida's approval of the sale, with Buyer to provide written notice specifying the actual closing date at least three (3) business days before such closing date. All funds and documents required to be deposited hereunder shall be deposited into escrow prior to Closing. The term

"Closing" as used herein shall mean the date all contingencies provided in this Agreement shall be satisfied or waived by written instrument and the date the Receiver's Deed in substantially the form as Exhibit "B" attached hereto has been recorded. G. Redmond Dill, Jr., 605 E. Union Street, Morganton NC 28655 shall serve as the Closing Agent.

7. **Conveyance of Title:** When the funds to be paid by Buyer together with all documents required to be deposited by Buyer pursuant to this Agreement have been deposited into escrow, then Seller shall deliver into escrow title to the Property. Seller will convey title via Receiver's Deed in substantially the form as Exhibit "B" attached hereto.

8. **Evidence of Title, Survey and Closing Costs:** Buyer, at Buyer's cost and expense, may obtain evidence of title, a title abstract, title insurance and/or a survey of the Property. At Closing, Buyer shall pay: (i) all title examination fees; (ii) survey costs or any costs to update surveys; (iii) to update recording costs on documents necessary for Seller to clear title (to the extent such action is required); (iv) any premiums for a title insurance policy; (v) all transfer taxes payable in connection with the delivery for recording of any title transfer instrument or document by Seller provided in or contemplated by this Agreement; (vi) all charges for escrow services; (vii) all survey and appraisal costs; (viii) mortgage taxes (if any); (ix) the cost of any environmental reports; (x) all fees of the Closing Agent; and (xi) Buyer's legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by 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, Buyer shall be responsible for any and all other costs and expenses, regardless of custom or practice in the county where the Property is located, in connection with the consummation of this Agreement.

9. **Condition of Premises and Inspection Period:** Buyer acknowledges and agrees 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 Buyer and their authorized agents the right, at Buyer's sole risk, cost and expense, for a period of thirty (30) 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 Buyer, 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. Buyer agrees 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 Buyer's 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. Buyer shall promptly deliver to Seller copies of the results of all of Buyer's inspections, appraisals and/or examinations. If, at the conclusion of the Inspection Period, Buyers should notify Seller in writing that Buyer, 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 Buyer without any interference or further instruction or authorization from Seller.

10. **Damage or Destruction:** In the event the Property, or any portion thereof, is damaged or destroyed by fire or other cause prior to the date of transfer of title, Buyer may declare this Agreement null and void or Buyer may complete the purchase and receive the proceeds from any insurance otherwise payable to or for the benefit of Seller with respect to such destruction, together with a credit against the purchase price for any "deductible" under such insurance. If Buyer declare this Agreement null and void due to damage or destruction as described in this paragraph 10, the Earnest Money Deposit shall be delivered immediately to Buyer.

11. **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.

12. **Real Estate Brokers:** Seller and Buyer represent and warrant each to the other that they have not dealt with any real estate brokers, sales person or finder in connection with this transaction.

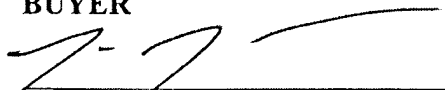
13. **General Provisions:**

- (a) This Agreement shall be governed by the laws of North Carolina.
- (b) Buyer and Seller hereby (i) agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be exclusively litigated as a summary proceeding in *Securities and Exchange Commission v. Arthur Nadel, et al.*; United States District Court, Middle District of Florida, Tampa Division, Case No. 8:09-cv-87-T-26TBM, to the exclusion of the courts of or in any other state or country, and (ii) irrevocably submit to the exclusive jurisdiction of the United States District Court, Middle District of Florida, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably

waive any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

- (c) Captions of the several items of this Agreement are not a part of the context hereof and shall not be used in construing this Agreement, being intended only as aids in locating the various provisions hereof.
- (d) This Agreement shall inure to the benefit of, and be binding upon, the Buyer's successors and assigns, executors and administrators.
- (e) In the event that this Agreement shall terminate in accordance with the provisions hereof, and in the absence of breach, all funds and documents deposited shall be returned to the depositor thereof and neither party shall be under any further obligation to the other by reason of this Agreement.
- (f) This offer is open for acceptance by delivery of a fully executed original hereof, up to and including 5:00 p.m. EST on Friday, August 31, 2018, 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 Buyer c/o G. Redmond Dill, Jr., 605 E. Union Street, Morganton, NC 28655.

BUYER



Spanish Oaks Properties LLC
By Joseph Shipbaugh, Manager/Member

SELLER



Burton W. Wiand, Receiver

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTIONS

Lots B, C, D, E

Parcel Identification Number: 0637-90-0133-00000

Also known as: Lot B, Bird Creek Estates located in Buncombe County, North Carolina /
20 Laurel Cottage Lane

Parcel Identification Number: 0637-90-1306-00000

Also known as: Lot C, Bird Creek Estates located in Buncombe County, North Carolina /
26 Laurel Cottage Lane

Parcel Identification Number: 0637-90-3386-00000

Also known as: Lot D, Bird Creek Estates located in Buncombe County, North Carolina /
30 Laurel Cottage Lane

Parcel Identification Number: 0637-90-3019-00000

Also known as: Lot E, Bird Creek Estates located in Buncombe County, North Carolina /
15 Laurel Cottage Lane

As shown in the General Warranty Deed recorded in Book 3886 at Page 864-866 transferring title
from Laurel Mountain Preserve, LLC to Guy-Nadel Foundation, Inc.

(continued)

A tract of land lying in the Broad River Township of Buncombe County, North Carolina being more particularly described as follows:

Beginning at an existing ½ inch rebar with ID cap marking the terminus of the first call of that property described in deed recorded in Book 3780, at Page 112 of the Buncombe County, NC register's Office and runs thence from such Beginning point established South 59° 49' 46" West 10.28 feet to an unmarked point in the center of that proposed 45 foot wide right of way for Laurel Cottage Lane; thence with the centerline of Laurel Cottage Lane North 14° 18' 31" East 28.28 feet to an unmarked point; thence leaving Laurel Cottage Lane North 74° 03' 34" West 250.54 feet to a No. 5 rebar with cap set in the margin of the aforesaid Laurel Cottage Lane; thence continuing North 74° 03' 34" West 22.89 feet to an unmarked point in the center of Laurel Cottage Lane; thence with the centerline of Laurel Cottage Lane the following twenty (20) calls: North 26° 34' 38" East 35.27 feet; North 9° 50' 22" East 63.79 feet; North 15° 06' 54" East 89.52 feet; North 15° 06' 54" East 77.07 feet; North 38° 56' 09" East 59.63 feet; North 38° 56' 09" East 79.70 feet; North 59° 56' 54" East 85.33 feet; North 55° 49' 03" East 91.27 feet; North 64° 57' 07" East 35.61 feet; North 83° 23' 07" East 36.55 feet; South 80° 23' 23" East 55.18 feet; South 69° 21' 24" East 86.74 feet; South 62° 34' 43" East 120.46 feet; South 50° 43' 23" East 42.75 feet; South 33° 15' 16" East 41.23 feet; South 10° 15' 20" East 37.84 feet; South 16° 03' 08" West 21.47 feet; South 49° 22' 19" West 28.70 feet; South 78° 26' 14" West 114.07 feet; and South 70° 52' 00" West 100.57 feet; thence leaving Laurel Cottage Lane South 38° 07' 29" East 23.80 feet to a No. 5 rebar with cap set in the margin of the aforesaid Laurel Cottage Lane; thence continuing South 38° 07' 29" East 321.09 feet to a ¾ inch existing iron pin in the western line of Lot 110 as shown on that plat recorded in Plat Book 46, at Page 163 of the Buncombe County, NC Register's Office; thence South 86° 57' 26" West 357.15 feet to a No. 5 rebar with cap set in the margin of the aforesaid Laurel Cottage Lane; thence South 86° 57' 26" West 15.89 feet to the place and point of Beginning; being Lots B, C, D and E as shown on that survey entitled "Survey for Laurel Mountain Preserve" prepared by David E. Summey, PLLC dated November 24, 2004 bearing File Number 4157-14, said survey incorporated herein and referred to for a more particular description of said property.

Together With and Subject To the benefits and burdens of that certain proposed 45 foot wide private right of way for Laurel Cottage Lane, said right of way being identified and referenced to in the description above of the property being conveyed herein.

Lots B, C and D are conveyed Together With and Subject To the rights, easements, and obligations associated with the shared well and "Well House Easement" located on property retained by Laurel Mountain Preserve, LLC, identified as "A Remainder of Lot 2" lying to the southeast of the above described property as shown the above referenced survey. The costs of maintaining said well, including but not limited to the costs of electricity or other utilities required to properly supply water to the dwellings, and all costs associated with the maintenance and repair of common elements of the shared water system shall be borne on a pro rata basis among the users of said well and water system. In addition, the users of said well agree to allow entry upon their property whenever reasonably necessary for the purpose of inspecting, maintaining, repairing, and replacing any elements of the shared well and/or the water system connected thereto.

And being a portion of that property described in deeds recorded in Record Book 3780, at Page 112 and in Record Book 3705, at Page 151 of the Buncombe County, NC register's Office.

Lot F/G

Parcel Identification Number: 0636-99-2659-00000

Also known as: Lot F/G, Bird Creek Estates located in Buncombe County, North Carolina
9 Laurel Cottage Lane

As shown in the General Warranty Deed recorded in Book 4263 at Page 1441-1443 transferring title from Laurel Mountain Preserve, LLC to Laurel Preserve, LLC.

Tracts F and G as shown on the plat of Laurel Mountain Preserve prepared by David E. Summey, P.L.L.C., dated September 10, 2005, and being known as File No. 4157-14 and Map No. F-1018, which plat is duly recorded in Plat Book 98, at page 10, Buncombe County Registry, reference to which is hereby made and incorporated herein for a greater certainty of description by metes and bounds.

SUBJECT TO restrictions, easements and rights-of-way of record.

HOA Lot/Parcel

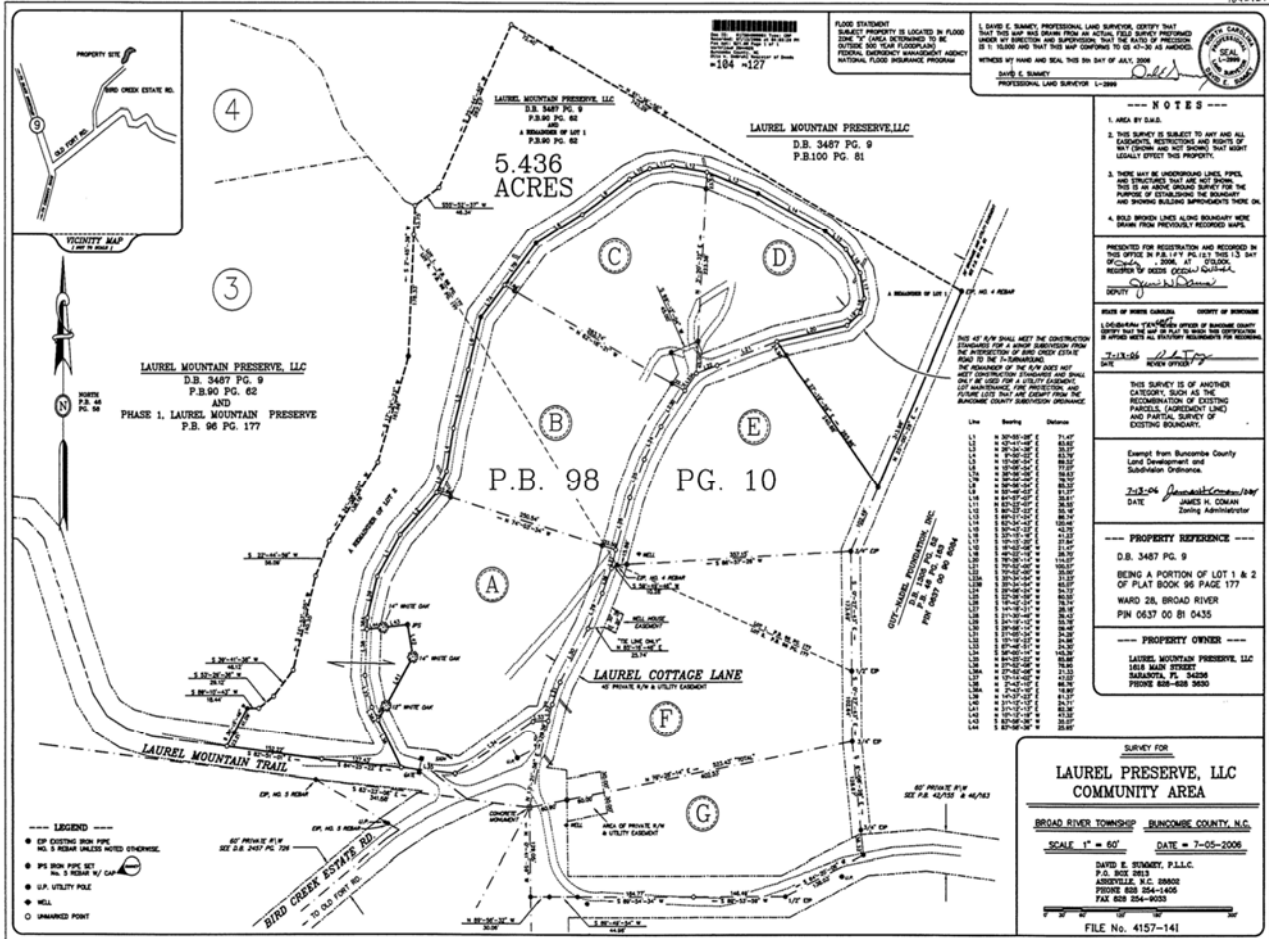
Parcel Identification Number: 0637-90-0585-00000

Also known as: The 5.436 acre parcel of Bird Creek Estates located in Buncombe County,
North Carolina / 94 Laurel Cottage Lane

As shown in the General Warranty Deed recorded in Book 4253 at Page 1444 transferring title from Laurel Preserve, LLC to Laurel Preserve Homeowners Association, Inc.

BEING all that 5.436 acre tract as shown on the plat of Laurel Preserve, LLC, dated July 5, 2006, which has been duly recorded in Plat Book 104, at page 127, Buncombe County Registry, reference to which is hereby made and incorporated herein by reference, and being the remainder of Lot 1 as shown in Plat Book 90, at page 62, Buncombe County Registry.

SUBJECT TO restrictions, easements and rights of way of record.



FLOOD STATEMENT
 SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "V" (AREA DESIGNATED TO BE OUTSIDE 500 YEAR FLOODPLAIN) FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM

I, DAVID E. SURRENCY, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS SURVEY WAS MADE FROM AN ACTUAL FIELD SURVEY CONDUCTED UNDER MY SUPERVISION AND SUPERVISION, THAT THE RATE OF PRECISION IS 1:10,000 AND THAT THIS SURVEY CONFORMS TO 62-43-40 ARTICLES, WITNESSED BY MY HAND AND SEAL THIS 20th DAY OF JULY, 2008.
 DAVID E. SURRENCY
 PROFESSIONAL LAND SURVEYOR, 1-2008



- NOTES**
1. AREA BY D.B. 3487
 2. THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY (OPEN AND NOT SHOWN) THAT MIGHT AFFECT THIS PROPERTY.
 3. THERE MAY BE UNDERGROUND LINES, PIPES OR STRUCTURES TO BE FOUND FROM THIS IS AN AREA GRANTED SUBJECT FOR THE PURPOSE OF ESTABLISHING THE BOUNDARY AND SHOWING BUILDING IMPROVEMENTS THERE ON.
 4. BOLD BROWN LINES ALONG BOUNDARY WERE DRAWN FROM PREVIOUSLY RECORDED MAPS.

PREPARED FOR REGISTRATION AND RECORDED IN THIS OFFICE IN P.B. 177 PAGE 13, DAY OF JULY, 2008 AT 10:00 AM.
 RECEIVED BY: *James H. Conlan*
 COUNTY CLERK

THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMMENDATION OF EXISTING PARCELS (AGREEMENT LINE) AND PARTIAL SURVEY OF EXISTING BOUNDARY.

Examined from Buncombe County Land Development and Subdivision Ordinance.
 7-18-08 *James H. Conlan*
 DATE: JAMES H. CONLAN
 County Administrator

PROPERTY REFERENCE
 D.B. 3487 PG. 9
 BEING A PORTION OF LOT 1 & 2 OF PLAT BOOK 96 PAGE 177
 WARD 28, BROAD RIVER
 PIN 0637 00 01 0435

PROPERTY OWNER
 LAUREL MOUNTAIN PRESERVE, LLC
 1618 MAIN STREET
 MARLBOROUGH, VT 05758
 PHONE 802-248-3630

SURVEY FOR
**LAUREL PRESERVE, LLC
 COMMUNITY AREA**
 BROAD RIVER TOWNSHIP, BUNCOMBE COUNTY, N.C.
 SCALE 1" = 60'
 DATE 7-05-2008
 DAVID E. SURRENCY, P.L.L.C.
 P.O. BOX 3813
 ARDENVILLE, N.C. 28600
 PHONE 802-254-1400
 FAX 802-254-9023
 FILE No. 4157-141

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

RECEIVER'S DEED

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

RECEIVER'S DEED

THIS INDENTURE, made as of the ____ day of _____ 2018, by and between **Burton W. Wiand, Receiver** (hereinafter referred to as the "Grantor"), having a mailing address of 5505 West Gray Street, Tampa, Florida 33609, and _____ 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 *Securities and Exchange Commission v. Arthur Nadel, et al.*; United States District Court, Middle District of Florida, Tampa Division, Case No. 8:09-cv-87-T-26TBM. The sale having been duly approved by Order of The United States District Court, Middle District of Florida, entered _____, 2018 (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 Buncombe County, North Carolina, 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 _____, 2018, 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

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

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

ARTHUR NADEL,
SCOOP CAPITAL, LLC,
SCOOP MANAGEMENT, INC.,

Defendants.

CASE NO.: 8:09-cv-0087-T-26TBM

SCOOP REAL ESTATE, L.P.,
VALHALLA INVESTMENT PARTNERS, L.P.,
VALHALLA MANAGEMENT, INC.,
VICTORY IRA FUND, LTD,
VICTORY FUND, LTD,
VIKING IRA FUND, LLC,
VIKING FUND, LLC, AND
VIKING MANAGEMENT, LLC.

Relief Defendants.

_____ /

ORDER

Before the Court is the Receiver's Unopposed Verified Motion for Approval of Sale of Undeveloped Land Located in Buncombe County, North Carolina (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 vacant Lots/Parcels B, C, D, E, F/G and the HOA lot/parcel of Bird Creek Estates, better known as Parcel Numbers: 0636-99-2659-00000; 0637-90-0585-00000; 0637-90-0133-00000; 0637-90-1306-00000; 0637-90-3386-00000; and, 0637-90-3019-00000, all located in Buncombe County, North Carolina, 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 _____ by way of a Receiver's Deed, pursuant to Purchase and Sale Agreement, title to the real property located in Buncombe County, North Carolina.

DONE and ORDERED in chambers in Tampa, Florida this ____ day of _____, 2018.

RICHARD A. LAZZARA
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record

EXHIBIT B TO RECEIVER'S DEED

LEGAL DESCRIPTION