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14 UNITED STATES DISTRICT COURT
15 DISTRICT OF NEVADA

17 SECURITIES AND EXCHANGE
18 COMMISSION,

19 Plaintiff,

20 vs.

21 MATTHEW WADE BEASLEY, *et al.*,

22 Defendants,

23 THE JUDD IRREVOCABLE TRUST, *et al.*,

24 Relief Defendants.

Case No. 2:22-cv-00612-CDS-EJY

**STIPULATION AND [PROPOSED] ORDER
AUTHORIZING THE SALE OF REAL
PROPERTY AT 2065 CANVAS EDGE
DRIVE, HENDERSON, NEVADA WITH
PROCEEDS FROM SALE TO BE
TRANSFERRED FROM ESCROW
DIRECTLY TO THE RECEIVER**

1 The following Stipulation and [Proposed] Order (the "Stipulation") regarding the sale of
2 the real property located at 2065 Canvas Edge Drive, Henderson, Nevada and bearing the legal
3 description appended hereto as Exhibit A, (the "Canvas Property"), with proceeds from the sale to
4 be transferred from escrow directly to Geoff Winkler (the "Receiver"), the Court-appointed
5 receiver in the above-entitled action, is made by and between the Receiver and the plaintiff
6 Securities and Exchange Commission (the "Commission"), on the one hand, and Defendant
7 Roland Tanner and Tanner Capital Group LLC (collectively "Seller"), on the other hand, by and
8 through their respective representatives, and with respect to the following facts:

9 1. The Receiver was appointed on June 3, 2022 pursuant to this Court's Order
10 Appointing Receiver [ECF No. 88] which was amended on July 28, 2022 [ECF 207] (collectively
11 the "Appointment Order");

12 2. Among other things, the Appointment Order required the turnover of certain
13 personal and real property to the Receiver, including the Canvas Property.

14 3. The proposed buyers for the Canvas Property, Deanna Y. Rambo and Michael X.
15 Vargas (collectively "Buyer"), have agreed to purchase the Canvas Property for the sum of
16 \$485,000 in accordance with a Purchase and Sale Agreement dated October 28, 2022 (the "PSA").
17 The Buyer has deposited \$10,000 into an escrow established at First American Title (the
18 "Escrow"), pursuant to that escrow agreement dated 10/17/22, as an earnest money deposit. The
19 Buyer, Seller, and Receiver have agreed that the proceeds of the sale shall be transmitted from
20 Escrow to the Receiver, via wire transfer, immediately upon the closing of the sale. It is
21 anticipated that the sale will close within 30 days of the District Court's approval of this
22 Stipulation. The Receiver and Seller understand that the offer represents fair market value for the
23 Canvas Property.

24 4. The Receiver is seeking to close the sale via this Stipulation in lieu of a receiver's
25 auction process because of unanticipated delays in the transfer of title to the Receiver and a
26 dispute with the Clark County Recorder's office over transfer taxes, both of which put the sale of
27 the Canvas Property, and the recovery of the sales proceeds for the benefit of the receivership
28 estate, at risk in the immediate term. The transfers of title from the defendants to the Receiver are

1 necessary in order for the Receiver to conduct the auctions contemplated by 28 U.S.C. 2001, and
2 the sales procedures already approved by this Court (which include sale pursuant to stipulation, in
3 certain circumstances). However, the title company needs to underwrite title policies for the
4 transfers to the Receiver in order to issue policies and this is taking time given the overall title
5 company concerns with receivers and receivership matters. At the same time, the Clark County
6 Recorder's office has demanded that the Receiver pay a documentary transfer tax in order to
7 transfer the properties from the defendants to the Receiver in accordance with the District Court's
8 Order notwithstanding the fact that there appears to be a clear exception for such transfers in the
9 tax regulations for court-ordered transfers. The Receiver is attempting to resolve this dispute with
10 the Recorder's office in order to avoid having to file a motion seeking relief from the Court.
11 However, as detailed below, the timing of the foregoing matters could result in the loss of the sale
12 of the Canvas Property, and several other of the properties, and therefore potentially reduced
13 returns to the receivership estate.

14 5. The Canvas Property has been listed since 10/17/2022 and Buyer's offer is the only
15 all-cash offer received by the Receiver, despite a price reduction. The Canvas Property was
16 initially listed for \$495,000. No offers were received at this price. Buyer's offer reflects the recent
17 deterioration of the housing market in Clark County, the rise in mortgage interest rates, and the
18 overall expectation that homes in this price range will be subject to material negotiations over the
19 listed price.

20 6. The Receiver and his real estate broker further believe that delays in the closing
21 beyond the timing contemplated by the PSA will jeopardize the sale. As noted above, the market
22 is deteriorating as a result of the extraordinary rise in mortgage rates over the past six months. It
23 is possible that if this sale does not close, the Canvas Property may remain on the market through
24 the winter.

25 7. Seller has agreed that, after payment of closing costs and brokers' commissions, as
26 specifically reflected in the PSA, all sale proceeds from the sale of the Canvas Property shall be
27 wired directly to the Receiver from Escrow, as provided for in Paragraph 3, above. It is estimated
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1 that the net proceeds of the sale, which will be wired from the Escrow to the Receiver, will be
2 approximately \$ 455,783.53.

3 8. Based upon the time that the has been on the market, the terms of the Buyer's offer,
4 and anticipated market conditions for homes in this price range, the Receiver, Seller and the
5 Commission have agreed to the immediate sale of the Canvas Property to the Buyer, on the terms
6 set forth in the PSA.

7 9. Accordingly, in light of the unique facts and circumstances surrounding the
8 proposed sale of the Canvas Property including but not limited to the limited market for an "as is"
9 sale of real property, the all-cash terms of the sale, as well as the Receiver's concerns that failing
10 to immediately move forward with this sale may lead to the receipt of significantly less recovery
11 for the receivership estate, the undersigned parties believe this Stipulation is necessary, and in the
12 best interest of all parties and the receivership estate. Therefore, the undersigned agree that it is
13 appropriate to waive any requirements imposed by 28 U.S.C. § 2001, *et. seq.* to the extent they are
14 applicable to the offer, the PSA and the proposed sale.

15 **ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED** by and between the
16 undersigned counsel that:

- 17 A. Seller may sell the Canvas Property pursuant to the offer reflected in the PSA;
18 B. The deposit received relating to the PSA shall be immediately delivered to the
19 Receiver; and
20 C. Following the District Court's approval of this Stipulation, on the Closing Date
21 reflected in the PSA, that the net proceeds of the sale shall be wired directly from
22 Escrow to the Receiver.

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1 DATED this 2nd day of December, 2022.

DATED this 2nd day of December, 2022.

2 GREENBERG TRAUERIG, LLP

SECURITIES & EXCHANGE COMMISSION

3 By: /s/ Kara B. Hendricks

By: /s/ Tracy S. Combs

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Attorneys for Receiver Geoff Winkler

18 DATED this ___ day of November, 2022.

Signature on next page

20 By: _____

21 DEFENDANT ROLAND TANNER AND TANNER CAPITAL GROUP LLC

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1 DATED this ___ day of November, 2022.

DATED this ___ day of November, 2022.

2 GREENBERG TRAURIG, LLP

SECURITIES & EXCHANGE COMMISSION

3 By: Signature on previous page

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18 DATED this 29 day of November, 2022.

19
20 By: Roland Tanner

21 DEFENDANT ROLAND TANNER AND TANNER CAPITAL GROUP LLC

