

KARA B. HENDRICKS, Bar No. 07743
hendricksk@gtlaw.com

KYLE A. EWING, Bar No 14051
ewingk@gtlaw.com

GREENBERG TRAUIG, LLP
10845 Griffith Peak Drive, Suite 600
Las Vegas, Nevada 89135
Telephone: (702) 792-3773
Facsimile: (702) 792-9002

Attorneys for Receiver, Geoff Winkler

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

SECURITIES AND EXCHANGE
COMMISSION;

Plaintiff,

vs.

CAPSOURCE, INC., et al.

Defendants.

CASE NO. 2:20-CV-02303-RFB-DJA

**STIPULATION AND [PROPOSED]
ORDER AUTHORIZING THE SALE
OF MORTGAGE INTEREST IN
CERTAIN REAL PROPERTY**

The following Stipulation and [Proposed] Order (the “Stipulation”) regarding the sale of CapSource Inc.’s interest in certain loan transactions and to facilitate the satisfaction of the principal amount of such loans as further described below, is entered into by and between Geoff Winkler, the Court-appointed receiver in the above-entitled action (the “Receiver”), and the Plaintiff, Securities and Exchange Commission (the “SEC”), by and through their respective representatives, and with respect to the following facts:

1. On or around July 20, 2015, CapSource entered into a Promissory Note (“Promissory Note 1”) with Texas 156, LLC (“Texas 156”) by which CapSource loaned Texas 156 the principal amount of \$500,000 and through which Texas 156 granted CapSource a mortgage interest in certain real property located in Midland County, Texas (the “Property”).

2. On or around June 27, 2016, CapSource entered into a Promissory Note (“Promissory Note 2”) with Texas 156 by which CapSource loaned Texas 156 the principal

1 amount of \$560,000.00 and through which Texas 156 granted CapSource an additional mortgage
2 interest in the Property.

3 3. The rights, titles, interests, assignments, and security interests held by
4 CapSource relating to the Property are collectively referred to herein as the “Midland County
5 Property Interest.”

6 4. On August 26, 2022, this Court issued an order appointing Geoff Winkler
7 as receiver of Defendant CapSource, Inc. *See* ECF No. 17 (the “Appointment Order”).

8 5. Among other things, the Appointment Order requires the Receiver to take
9 custody, control, and possession of all Receivership Property, which includes CapSource’s
10 Midland County Property Interest. *See id.* at 2-3.

11 6. As the Receiver stated in his first status report, the lots in the Texas 156
12 development in which the Estate holds a property interest were the least desirable lots in a 120-
13 lot development. *See* ECF No. 21 at 6. Indeed, as the borrower’s counsel had represented at the
14 time, the Receiver has confirmed that the “lots remaining are the least desirable out of the
15 development project [and] include two flag lots, a lot with no ingress or egress options, and a lot
16 with development restrictions due to wetlands.” *Id.* The Borrower listed these lots with a real
17 estate broker and only one offer was presented in nearly three years. The offer was rescinded
18 before closing.

19 7. Given the lack of buyer interest and the various undesirable aspects of the
20 lots in question, the Receiver recommends selling the mortgage interest. This approach offers
21 the highest potential recovery for investors while minimizing additional costs associated with
22 engaging in either a bidding/overbid process or a judicial foreclosure.

23 8. Representatives of Texas 156, the borrower, have come forward and
24 expressed a willingness and desire to purchase the Midland County Property Interest from the
25 Receiver.

26 9. Accordingly, the Receiver (“Seller”) desires to sell to Texas 156
27 (hereinafter referred to “Buyer”) the liens, rights, titles, interests, assignments, and security
28 interests held by Seller in regard to the Midland County Property Interest for a purchase price of

1 \$107,500.00, pursuant to the terms and conditions set forth in the Purchase and Sale Agreement
2 (“Purchase Agreement”) attached hereto as **Exhibit A**, subject to final approval by the
3 Receivership Court. **Ex. A**, p. 4 ¶ 9. Notably, Buyer has agreed to pay all closing costs. *Id.* at
4 p. 3 ¶ 5.

5 10. Further, upon the Court’s approval of the Purchase Agreement, Buyer has
6 agreed to provide a \$5,000 “Earnest Money” deposit toward the Purchase Price. **Ex. A**, p. 2 ¶ 3.

7 11. Closing shall be held on a date mutually agreeable to Buyer and Seller but
8 in no event more than thirty (30) days following the entry of order by this Court approving the
9 Purchase Agreement, unless such day is extended, no more than once, for an additional fifteen
10 (15) day period as contemplated by the Purchase Agreement. **Ex. A**, pp. 2-3 ¶ 4. Within five (5)
11 business days following the entry of order by this Court approving the Purchase Agreement, the
12 parties shall confer and agree upon a date (once agreed to, the “Closing Date”) for the Midland
13 County Property Interest. *Id.*

14 12. The Receiver believes that the offer and terms set forth in the Purchase
15 Agreement are fair and that the purchase price represents a fair market value for CapSource’s
16 Midland County Property Interest for the reasons set forth above.

17 13. It is anticipated that upon closing, this sale will provide value to the
18 Receivership Estate of more than \$100,000. And although the individual investors will not re-
19 coup past due interest, the sale price will allow the Receiver to provide distributions sufficient,
20 when considered alongside all prior TX 156 payments made to each investor, to effect a full
21 return of each investor’s principal, in accordance with the Order Granting Receiver’s Motion for
22 Approval of: (1) Interim Distribution Plan, and (2) Procedures for Disposition of the Estates
23 Interests in Certain Real Property (“Distribution & Disposition Order”) (ECF No. 61).
24 Considering the marketability issues with the lots discussed above, the Receiver believes that
25 the Purchase Agreement and the resulting full return of principal to the individual investors
26 maximizes value to the Estate with regard to the Midland County Property Interests.

27 14. The Receiver is also seeking to close the sale via this Stipulation because
28 of the unique nature of the lots secured by the Midland County Property Interest and their limited

development value, which do not lend themselves to soliciting overbids and filing a separate sale motion as otherwise contemplated by the Distribution & Disposition Order (ECF 49 & 61).

15. Accordingly, in light of the unique facts and circumstances surrounding CapSource's Midland County Property Interest as set forth herein, the undersigned parties believe this Stipulation is necessary, and in the best interest of all parties and the Receivership Estate and request the Court's approval to proceed with the sale as contemplated by the Purchase Agreement.

Dated this 14th day of May 2025

GREENBERG TRAURIG, LLP

/s/ Kyle A. Ewing

KARA B. HENDRICKS,
Nevada Bar No. 07743
KYLE A. EWING
Nevada Bar No 14051
10845 Griffith Peak Drive, Suite 600
Las Vegas, Nevada 89135

Attorneys for Receiver Geoff Winkler

Dated this 14th day of May 2025

**SECURITIES & EXCHANGE
COMMISSION**

/s/ Terry R. Miller

TERRY R. MILLER
Colorado Bar No. 39007
1961 Stout Street, Suite 1700
Denver, Colorado 80294
Telephone: (303) 844-1041
Email: millerte@sec.gov

*Attorneys for Plaintiffs Securities and
Exchange Commission*

IT IS SO ORDERED.



UNITED STATES DISTRICT COURT JUDGE

Date: June 6, 2025

INDEX OF EXHIBITS	
EXHIBIT	DESCRIPTION
Exhibit A	Purchase and Sale Agreement

EXHIBIT 1

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made effective as of April 22, 2025 (the “Effective Date”), by and between CapSource, Inc., a Nevada corporation, by and through Geoff Winkler its Court Appointed Receiver, (“CapSource” or “Seller”), and Equity National Real Property Investments, LLC (“Buyer,” and together with Seller, the “Parties”) to facilitate the sale of the Receiver’s interest in certain loan transactions and to facilitate the satisfaction of the principal amount of such loans.

RECITALS

WHEREAS:

- A. On or around July 20, 2015, CapSource entered into a Promissory Note with Texas 156, LLC, an Arizona Limited Liability Company (“Texas 156”) evidencing a loan from Seller to Texas 156 in the principal amount of FIVE HUNDRED THOUSAND and 00/100 Dollars (\$500,000.00) which had a maturity date of July 30, 2016 (“Promissory Note 1”), a copy of which is attached hereto as **EXHIBIT A**.
- B. In connection with Promissory Note 1, Texas 156 executed a Deed of Trust, dated July 30, 2015 (“DOT 1”), through which Texas 156 granted, sold, and conveyed certain real property in Blocks 3 and 9 of a subdivision known as Chaney Ranch in Midland County, Texas, as more fully described in DOT 1 (“Property 1”), to a trustee, to hold in trust for the benefit of CapSource, to secure payment of Promissory Note 1. A true and correct copy of DOT 1 is attached hereto as **EXHIBIT B** (collectively, Promissory Note 1 and DOT 1 are referred to herein as the “Loan 1 Documents”).
- C. On or around June 27, 2016, CapSource entered into a Promissory Note with Texas 156 evidencing a loan from Seller to Texas 156 in the principal amount of FIVE HUNDRED SIXTY THOUSAND and 00/100 Dollars (\$560,000.00) which had a maturity date of June 30, 2017 (“Promissory Note 2”), a copy of which is attached hereto as **EXHIBIT C**.
- D. In connection with Promissory Note 2, Texas 156 executed a Deed of Trust, dated June 27, 2016 (“DOT 2”), through which Texas 156 granted, sold, and conveyed certain real property in Blocks 4 and 5 of a subdivision known as Chaney Ranch in Midland County, Texas, as more fully described in DOT 2 (“Property 2”), to a trustee, to hold in trust for the benefit of CapSource, to secure payment of Promissory Note 2. A true and correct copy of DOT 2 is attached hereto as **EXHIBIT D** (collectively, Promissory Note 2 and DOT 2 are referred to herein as the “Loan 2 Documents”).
- E. The rights, titles, interests, assignments and security interests held by CapSource under the Loan 1 Documents and Loan 2 Documents are collectively referred to herein as the “Midland County Property Interests.”
- F. Whereas Geoff Winkler of American Fiduciary Services was appointed as Receiver of CapSource on August 26, 2022 (“Appointment Order”), in Case No. 2:20-cv-02303-RFB-

DJA, pending in the United States District Court, District of Nevada ("Receivership Court").

- G. Among other things, the Appointment Order requires the Receiver to take custody, control and possession of all Receivership Property, which includes the Midland County Property Interests.
- H. As of the date of this Agreement, Promissory Note 1 and Promissory Note 2 have a total collective outstanding principal balance of \$106,521 and \$111,883 (the "Outstanding Balance").
- I. Buyer desires to purchase from Seller and Seller desires to sell Buyer the rights, titles, interests, assignments and security interests held by Seller in the Midland County Property Interests upon the terms and conditions contained in this Agreement, subject to final approval by the Receivership Court.

NOW, THEREFORE: in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

- 1. **Sale of Property Interest.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions contained in this Agreement, all of Seller's right, title and interest in the Midland County Property Interests.
- 2. **Purchase Price.** The purchase price for the Midland County Property Interests shall be ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED and 00/100 Dollars (\$107,500) (the "Purchase Price").
- 3. **Deposit.**
 - a. By mutual agreement of the Parties and as a result of Buyer's previous investment into the Property, Buyer shall not be required to make a deposit under this Agreement until such time as Seller obtains the Receivership Court's approval of this Agreement, at which time Buyer will be required to open an escrow account (the "Escrow Account") at Texas Abstract (the "Escrow Agent"), 3700 North Big Spring Street, Midland, Texas 79705 and deposit FIVE THOUSAND and 00/100 Dollars (\$5,000) (the "Earnest Money") into the Escrow Account, within FIVE (5) Business Days of such approval.
- 4. **Closing and Closing Date.**
 - a. Closing shall be held on a date mutually agreeable to Buyer and Seller (once agreed to, the "Closing Date") but in no event more than thirty (30) days following the entry of order approving this Agreement by the Receivership Court.
 - b. The parties shall confer and agree upon a Closing Date within five (5) Business Days of the entry of order approving this Agreement by the Receivership Court.

- c. The Closing Date may be extended once, for a period of fifteen (15) days, upon written notice to Seller, received not later than ten (10) days prior to the original Closing Date.

5. Closing Costs.

- a. Buyer shall pay (i) any and all escrow and/or closing costs; (ii) the cost of recording any documents related to the transfer, release and/or reconveyance of the Mortgage or any other document(s) including, without limitation, any recording charges imposed by the applicable governmental authority by reason of the transfer of the Property and any real property transfer, conveyance or recording taxes imposed by the applicable governmental authority by reason of the transfer of the Property ("Transfer Tax"); (iii) all expenses relating to its inspection of the Property including, but not limited to, engineering, environmental and property surveys, whether or not Buyer closes title to the Property; (iv) the cost of coverage under the Owner's Title Insurance Policy and endorsements thereto (other than those which Seller elects to obtain to cure any objection); (v) any cost incurred in connection with any financing obtained by Buyer including, without limitation, mortgage recording tax and mortgagee title insurance premiums; and (vi) any sales tax payable on the sale of any personal property to Buyer. The provisions of this Paragraph 5 shall survive the Closing, the delivery of the deed, and the termination of this Agreement.
- 6. Release of Lien.** At Closing, to the extent necessary, Seller shall execute an Assignment of Mortgage or a Release of Lien and/or any other document(s) required by Midland County, Texas, for the assignment or release and discharge of the liens, rights, titles, interests, assignments and security interests created by the Loan 1 Documents and Loan 2 Documents, subsequent to receiving notice that the Purchase Price, as set forth in Paragraph 2 herein, has been received by Escrow Agent.
- 7. Representations of Buyer.** To induce Seller to enter into this Agreement and to sell the Property, Buyer makes the following representations, warranties and covenants, upon each of which Buyer acknowledges that Seller is entitled to rely, and has relied on, and each of which Buyer represents to be true and accurate as of the Effective Date.
- a. **Execution; Enforceability.** This Agreement has been duly executed and delivered by Buyer, constitutes the valid and binding agreement of Buyer, and is enforceable in accordance with its terms.
 - b. **Authority; Non-Contravention.** Buyer has full right, power, and authority to enter into, execute, and deliver this Agreement and to perform its obligations hereunder, and this Agreement constitutes the valid and binding obligations of Buyer and, to the best knowledge of Buyer, after due investigation, the execution and performance of this Agreement by Seller does not and will not at Closing contravene, or constitute a default under, or violate the terms, provisions, or

conditions of any document, instrument, agreement, stipulation, judgment, or order to which Buyer is a party or by which Buyer is bound.

- c. **Litigation.** There is no material action, suit, or proceeding pending or, to the best of Buyer's knowledge, threatened against or affecting Buyer in any court, before any arbitrator, or before or by any governmental body.
 - d. **Bankruptcy.** No petition in bankruptcy (voluntary or involuntary) or for the appointment of a receiver, custodian, or trustee has been filed by or against Buyer; no insolvency proceeding has been commenced against Buyer; and Buyer has not made an assignment for the benefit of creditors or filed a petition for an arrangement or entered into an arrangement with creditors, which petition, proceedings, assignment, or arrangement exists, is pending, or is contemplated by Buyer; and Buyer has not failed generally to pay its debts as they become due.
8. **Assignment.** This Agreement may be assigned by Buyer only with the prior written consent of Seller, which shall not be unreasonably withheld.
9. **Court Approval.** Buyer expressly understands the terms of this Agreement and the sale of the Midland County Property Interests to Buyer is conditioned upon the final approval of the Receivership Court and the Judge presiding therein, who may impose additional terms and conditions; provided, however, any such additional terms and/or conditions shall be subject to Buyer's approval, which shall not be unreasonably withheld.
10. **Entire Agreement.** Any prior agreement or understanding among the Parties concerning the subject matter hereof is hereby superseded. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and the transactions contemplated herein and shall not be modified or amended except in a written document signed by all of the Parties. The Parties intend that this Agreement shall be binding on and inure to the benefit of each of them and their heirs, successors, personal representatives, and assigns.
11. **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and delivered personally; by registered or certified mail, return receipt requested, postage prepaid; electronic mail; or by a nationally recognized overnight courier (such as Federal Express) with receipted delivery to the following addresses:

If to Seller:

CapSource, Inc.
c/o Geoff Winkler
American Fiduciary Services
715 NW Hoyt Street #4364
Portland, Oregon 97208
email: geoff@americanfiduciaryservices.com

with a copy to:

Kyle A. Ewing
GREENBERG TRAURIG LLP

10845 Griffith Peak Dr.
Suite 600
Las Vegas, Nevada 89135
email: ewingk@gtlaw.com

If to Buyer:

Equity National Real Property Investments, LLC
c/o Michael B. Zipprich, its Manager
7114 East Stetson Drive, Suite 300
Scottsdale, AZ 85251
email: mzipprich@enrpi.com.

All notices, demands, or other communications given in accordance with the terms hereof shall be deemed effective when (a) if delivered in person or by overnight courier, on the business day it is delivered, (b) if sent by registered or certified mail, three (3) Business Days after deposit with the U.S. mail or (c) if sent by electronic mail, on the day it is received by Seller or Buyer. Any party hereto may change its address by written notice to all parties hereto sent in accordance with the terms of this Paragraph and any such Notice of change of address shall be effective five (5) days after delivery.

12. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Nevada without regard to its principles of conflicts of laws, and any action brought under or arising out of this Agreement or the matters relating hereto shall be submitted to the Receivership Court. Each party acknowledges, consents to, submits to, and agrees to such jurisdiction and venue.
13. **Litigation Costs.** If there is any legal action or proceeding between the parties hereto arising from or based upon this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all litigation costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees shall be included in as part of such judgment.
14. **Waiver of Jury Trial.** EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF SELLER AND BUYER HEREUNDER, BUYER'S OWNERSHIP OR USE OF THE PROPERTY, AND/OR ANY CLAIMS OF INJURY OR DAMAGE. EACH PARTY HEREBY CONSENTS TO SERVICE OF PROCESS AND ANY PLEADING RELATING TO ANY SUCH ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM AT THE ADDRESS SET FORTH FOR SUCH PARTY IN SECTION 10 HEREOF; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED AS REQUIRING SUCH SERVICE AT SUCH ADDRESS.

15. **Counterparts.** This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.
16. **Further Assurances.** The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purposes of carrying out the intent of this Agreement and the documents referred to in this Agreement.
17. **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.
18. **Severability.** If any provision of this Agreement is held invalid or unenforceable by the Receivership Court, the other provisions of this Agreement will remain in full force and effect. Any provisions of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
19. **Paragraph Headings; Construction.** The headings of the Paragraphs in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Paragraph" or "Paragraphs" refer to the corresponding Paragraph or Paragraphs of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or term.
20. **Time of Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.
21. **Default; Specific Performance; Remedies.** In the event Seller fails to perform its obligations hereunder by Closing and Buyer has fully met all of its obligations due as of Closing, Buyer may, in its sole discretion, and as its sole exclusive remedy either (a) terminate this Agreement, or (b) seek specific performance. In the event that Buyer fails or refuses to perform its obligations hereunder, Seller shall be entitled to (a) terminate this Agreement and (b) retain any Earnest Money deposited in the Escrow Account at that time,

which the Escrow Agent shall distribute to the Receiver upon notice of the Seller's termination of this Agreement because of Buyer's default. The Parties acknowledge and agree that it is impossible to estimate more precisely the damages that might be suffered by Seller upon Buyer's breach or default. Seller's entitlement and receipt of any Earnest Money is intended not as a penalty, but as full and complete liquidated damages. Notwithstanding the above, in the event of any default hereunder by either party, the prevailing party to any action hereunder shall be entitled to recover all reasonable and necessary costs related to such action, including, but not limited to, court costs, expert witness fees, and attorneys' fees, subject to the explicit requirements of Paragraph 13.

Each party hereto acknowledges that the other parties will be irreparably harmed and that there will be no adequate remedy at law for any violation by any of them of any of the covenants or agreements contained in this Agreement, including without limitation, the confidentiality obligations set forth herein. It is accordingly agreed that, in addition to any other remedies which may be available upon the breach of any such covenants or agreements, each party hereto shall have the right to obtain injunctive relief to restrain a breach or threatened breach of the covenants and agreements contained in this Agreement.

22. **Recording.** This Agreement may not be recorded by any party hereto.
23. **Business Day(s).** As used in this Agreement, the term "Business Day(s)" or "business day(s)" shall mean any day other than a Saturday, Sunday, or day on which the banks in Nevada are authorized or permitted to be closed. If the date for compliance with this Agreement is not a Business Day, then such date shall be automatically extended to the next Business Day following such date.

**[INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, with the intention that it be a sealed instrument, as of the date set forth above.

SELLER:



GEOFF WINKLER, Receiver for CAPSOURCE, INC., a Nevada Corporation

BUYER:



EQUITY NATIONAL REAL PROPERTY INVESTMENTS, LLC, an Arizona limited liability company

By: Michael Zipprich (NAME)

Its: Manager (TITLE)