

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

_____)	
UNITED STATES SECURITIES)	
AND EXCHANGE COMMISSION,)	Civil Action No. 19-cv-05957
)	
Plaintiff,)	
v.)	Hon. John Z. Lee
)	
NORTHRIDGE HOLDINGS, LTD., ET AL.,)	
)	Magistrate Judge Susan E. Cox
Defendants.)	
_____)	

**RECEIVER’S REPORT FOR THE PERIOD OF
OCTOBER 1, 2020 THROUGH DECEMBER 31, 2020**

N. Neville Reid, not individually, but solely as the Court-appointed receiver (the “Receiver”) for the Estate of Defendant Northridge Holdings, Ltd. (“Northridge”) and its related entities and affiliates as more particularly set forth in the Receivership Order (as defined herein) (collectively, the “Receivership Defendants” or “Receivership Entities,” and their assets as more particularly identified therein, the “Receivership Assets,” and such estate, the “Receivership Estate” or the “Estate”, and such administration, the “Receivership”), and pursuant to the requirements of the *Order Appointing Receiver* entered by the Court on September 12, 2019 [Dkt. 22] and as amended by the Court on February 13, 2020 [Dkt. 18; see also Dkt. 102] (the “Receivership Order”),¹ respectfully submits this *Receiver’s Fifth Report* (the “Report”) for the *Period of July 1, 2020 through September 30, 2020* (the “Fifth Reporting Period”). The purpose of this Report is to provide the Court and all interested parties with a description of the nature of the Receiver’s activities during the Fifth Reporting Period.

¹ Capitalized terms not defined herein shall be given the same meaning ascribed to such terms in the Receivership Order.

I. FOURTH AMENDED LIQUIDATION PLAN.

1. Pursuant to the Receivership Order, the Receiver attaches his Fourth Amended Liquidation Plan as **Exhibit A** hereto (the “Fourth Amended Liquidation Plan”). (Receivership Order at ¶ 59.) An updated status of marketing and sales efforts for the Real Property Assets (defined below) is set forth in the Fourth Amended Liquidation Plan. Additionally, the Fourth Amended Liquidation Plan summarizes the impact of COVID-19 (to the extent known) on the Receiver’s efforts to operate and liquidate the Receivership Estate. Finally, the Fourth Amended Liquidation Plan provides an update on the Receiver’s efforts to identify and pursue potential litigation claims, including third-party receivable claims, “finder” claims, “net winner” claims and insider claims. Accordingly, such information is not repeated in the body of this Report.

II. REAL PROPERTY ASSETS

a. Management of Real Property Assets Generally.

2. With the assistance of 33 Realty LLC (“33 Realty”), during the Fifth Reporting Period, the Receiver has satisfied his duty to manage the Receivership’s remaining real property assets (the “Real Property Assets”), including but not limited to the following: (a) collecting rents; (b) paying operational expenses; (c) timely paying lenders principal and interest (for the properties that have loans associated with them); (d) maintaining the properties; (e) completing necessary capital improvements; (f) renewing leases; (g) procuring new leases for vacant units and/or units where leases were not renewed; (h) resolving any tenant disputes if/when they arise; (i) keeping the tenants of the Real Property Assets informed as to best practices during the COVID-19 crisis (i.e., posting signs regarding stay at home orders, washing hands, mask protections, etc.); and (j) communicating with tenants regarding their employment status and potential rent payment difficulties related to COVID-19 with the intention of minimizing any

reduction in rent collection, while acting in a professional and humane manner. 33 Realty is also assisting the Receiver in remaining compliant with all relevant safety and regulatory issues relating to the Real Property Assets.

3. During the Fifth Reporting Period, the Receiver has been operating the Real Property Assets with the assistance of both the Receivership Defendants' employees and 33 Realty.

4. Lastly, during the Fifth Reporting Period, the Receiver (with the assistance of 33 Realty) has prepared certain of the Real Property Assets for marketing and sale by, among other things: (a) organizing the books and records associated with each property; (b) compiling due diligence information; and (c) seeking professional guidance in order to maximize the value of the Real Property Assets. Matters specific to each of the Real Property Assets are as follows:

b. Sales Closed

5. As set forth in the Fourth Amended Liquidation Plan, the following properties were sold and closed in prior reporting periods:

- The Chablis Property sale closed on September 20, 2019, and the Estate received (a) \$3,882,611 in net proceeds from that sale; and (b) \$82,000.00 in escrow return post-closing;
- The Palatine Property sale closed on February 10, 2020, and the Estate received \$129,420.28 in net proceeds from that sale;
- The Bartlett Lake Property sale closed on June 24, 2020, and the Estate received (a) \$7,810,079.26 in net proceeds from that sale; (b) \$230,029.20 in escrow return post-closing; and (c) approximately \$34,000.00 for post-closing rental collections and prorations; and
- The Surrey Property sale closed on July 24, 2020, and the Estate received \$2,039,766.16 in net proceeds from that sale.

6. As set forth in the Fourth Amended Liquidation Plan, the following properties were sold and closed in the Fifth Reporting Period:

7. The Elston Property: This sale closed on October 19, 2020. This was a “short” sale, and the Estate did not receive proceeds at closing. However, the secured lender’s deficiency claim was minimized due to the Receiver’s sale efforts. The lender’s asserted deficiency claim is \$13,821.97.

8. The Miami Property: During the previous Reporting Period, as more fully set forth in the Fourth Amended Liquidation Plan, the property was actively marketed, and a buyer was selected. The Receiver sought court-approval of a sale of the Miami Property for \$198,000.00. [See Dkt. No. 180.] On October 16, 2020, the Court approved this sale. Dkt. Nos. 200, 201.

9. This sale closed on November 17, 2020, and the Estate received \$178,847.12 in net proceeds from that sale.

10. The Timber Lake Property: As described in detail in the Fourth Amended Liquidation Plan, the Timber Lake Property (as defined below) was previously marketed for sale resulting in the receipt of numerous offers and the Receiver’s selection of a buyer in mid-July 2020. During the previous Reporting Period, the Receiver sought Court-approval of a sale of the Timber Lake Property and responded to Mr. Glenn Mueller’s objection to such sale. [See Dkt. Nos. 183, 186, 192, 198.] After a hearing on the matter, the Court denied Mr. Mueller’s objection and approved the sale of the Timber Lake Property and entered orders relating to same. [See Dkt. Nos. 209, 214, 215.] During the appeal period for the sale orders, the parties prepared for closing including, but not limited to, coordinating the required City of West Chicago inspections (as described more fully below).

11. This sale closed on December 9, 2020, and the Estate received \$27,299,163.97 in net proceeds from that sale; and (b) \$928,064.51 in escrow return post-closing.

c. Real Property Asset Operations During the Fifth Reporting Period.

12. The Timber Lake Property: The Timber Lake Property is a 576-unit apartment building located at 1200 Kings Circle, West Chicago, Illinois 60185 (the “Timber Lake Property”). During the Fifth Reporting Period, in addition to the actions stated above and as more fully set forth in the Fourth Amended Liquidation Plan, the Receiver sought to improve the value of the Timber Lake Property by renting previously vacant apartments.

13. Additionally, in order to convey the Timber Lake Property, the City of West Chicago required inspection of every apartment unit and the Timber Lake Property generally. Due to the size of the property, number of units and COVID-19, this was a huge undertaking (i.e. getting into units safely was a challenge). This effort was led by 33 Realty. After inspecting the Timber Lake Property, the city inspector provided a list of items required to be addressed in order for the City of West Chicago to issue transfer stamps and allow transfer of the property. While the issues raised by the city were not serious, collectively there was significant work associated with passing the city inspection. After resolving the city’s issues, the city then required a subsequent inspection of all units and the property generally to confirm the required work had been performed. The city signed off on the sale; however, a limited number of minor post-closing issues remain which 33 Realty is working to resolve.

14. While COVID-19 impacted the Timber Lake Property during the Fifth Reporting Period, the property still generated sufficient income to remain generally current on its mortgage and other obligations. An accounting for the Timber Lake Property for the Fifth Reporting Period is attached hereto as **Exhibit B**. This accounting includes a detailed breakdown of the costs incurred by the Receivership Estate in connection with passing the City of West Chicago

inspections.²

15. The Bartlett Lake Property: As set forth in the Fourth Amended Liquidation Plan and above, this property has been sold. Additionally, during the Fifth Reporting Period, the Receiver collected post-closing rent and costs pursuant to the relevant sale contract. An accounting for the Bartlett Lake Property for the Fifth Reporting Period is attached hereto as **Exhibit C**.

16. The Surrey Property: As set forth in the Fourth Amended Liquidation Plan and above, this property has been sold. During the Fifth Reporting Period, the Receiver collected post-closing rent. The Receiver also continues to satisfy his post-closing obligation to turn over the relevant condo association to the buyer of the Surrey Property. An accounting for the Surrey Property for the Fifth Reporting Period is attached hereto as **Exhibit D**.

17. The Elston Property: As set forth in the Fourth Amended Liquidation Plan and above, this property has sold. During the Fifth Reporting Period, the Receiver collected pre-closing rent. An accounting for the Elston Property for the Fifth Reporting Period is attached hereto as **Exhibit E**.

18. The Miami Property: As set forth in the Fourth Amended Liquidation Plan and above, this property was sold during the Fifth Reporting Period. An accounting for the Miami Property for the Fifth Reporting Period is attached hereto as **Exhibit F**. COVID-19 had no impact on rent collections for the Miami Property during the Fifth Reporting Period.

19. The Vacant Lots Property: The Vacant Lots Property is comprised of 36 separate vacant lots located near Palm Springs, California (the "Vacant Lots Property"). There have been no renters or operations with respect to the Vacant Lots Property during the Receivership.

² Certain inspection costs detailed in this breakdown may have been paid during the Reporting Period. In addition, two invoices related to inspection costs remain to be paid.

Taxes, however, have been kept current. There was no financial activity for the Vacant Lots Property during the Fifth Reporting Period.

20. The North Dakota Property: Upon information and belief, Receivership Defendant Willow Creek Ventures Limited Partnership and/or Defendant Glenn Mueller (“Mueller”) and/or Mueller’s brother own interests in an entity which in turn owns a farm property in North Dakota (the “North Dakota Property”). The Receiver is investigating the extent of the Receivership Estate’s rights or interests in the North Dakota Property or its proceeds of sale. In addition, the Receiver is in the process of negotiating a global settlement of the receivership estate’s claims against Mr. Mueller and related family members, pursuant to which a portion of the North Dakota Property would be sold and the net proceeds remitted to the receivership estate in partial settlement of those claims.

21. The Receiver is continuing to investigate the existence and nature of other real estate that may constitute Receivership Assets.

III. OTHER ASSETS.

22. As more fully set forth in the Fourth Amended Liquidation Plan, the Receivership Estate has identified assets that are not real property assets. Such assets are comprised primarily of: (a) shares of a penny stock; (b) a term life insurance policy on Mueller; (c) rights to sale proceeds of a home located at 22W371 Emerson Avenue, Glen Ellyn, Illinois 60137 (the “Glen Ellyn Property”); and (d) various potential litigation claims. The Receiver is continuing his investigation to identify additional assets of the Receivership Estate.

23. In summary, during the Fifth Reporting Period, the Receiver: (a) has negotiated settlements for receivable, “finder” and “net-winner” claims collectively totaling (1) approximately \$188,000.00 in cash and (2) approximately \$71,000.00 in claim reductions —

amounting to a total benefit to the Estate of approximately \$259,000; and (b) continued to pursue certain parties against whom the Receiver alleges liability for money owed to the Receivership arising from the receipt of “finder fees” and/or for being a “net winner” (i.e. receiving more cash than was invested). From the inception of the receivership to the date of this report, the Receiver has negotiated settlements totaling approximately \$348,000.00 in cash and approximately \$139,000.00 in claim reductions — amounting to a total benefit to the Estate of approximately \$487,000.00. During the Fifth Reporting Period, the Receiver also worked with the SEC in connection with the assertion of insider claims. Finally, during the Fifth Reporting Period, the Receiver sought Court authority to pursue litigation against the Receivership Entities’ insiders and certain “finders” and ‘net winners.’ [See Dkt. No. 229.] This motion was granted in January 2021. [Dkt. No. 234.]

IV. BUSINESS OPERATION AND PRESERVATION OF BOOKS AND RECORDS.

24. Business operations during the Fifth Reporting Period are described above. With respect to preservation of books and records, there is no update since the last report. The Receiver’s review of these books and records and materials produced by Mueller is ongoing.

V. BANK AND INVESTMENT ACCOUNTS.

25. There is no material change with respect to bank and investment accounts. The Receiver continues to use a combination of pre-Receivership and post-Receivership accounts as operating accounts for the Real Property Assets. The Receiver continues to maintain separate Receivership accounts, which mirror the operating accounts, for the excess cash flow and property sale proceeds not needed for operations (as determined in consultation with the Receiver’s property manager). The Receiver continues to use these accounts to collect liquid assets of the Receivership Estate and to pay the administrative and other ordinary course

expenses of the Real Property Assets (including payment of secured mortgages encumbering such assets).

VI. CASH, ADMINISTRATIVE EXPENSES, UNENCUMBERED FUNDS, AND RECEIPTS AND DISBURSEMENTS

26. The Receiver's Standardized Fund Accounting Report ("SFAR") for the Fifth Reporting Period is attached hereto as **Exhibit G**. The SFAR sets forth certain funds received by and disbursed from the Receivership Estate during the Fifth Reporting Period. As reported in the SFAR, the amount of cash on hand in the Receivership Accounts (in the Receivership Estate) as of December 31, 2020 was \$39,606,468.75. The information set forth in the SFAR is based upon information and records available to the Receiver as of the date of this Report.

27. The Operating Accounts had a collective balance of \$375,392.55 as of December 31, 2020.

28. Collectively, the Receivership Estate had approximately **\$39,981,861.30** of cash on hand as of December 31, 2020.

29. The amount of administrative expenses incurred during the Fifth Reporting Period is summarized as follows³:

Professional	Month/Year	Fees & Costs Incurred
Fox Swibel	October – December 2020	\$143,045.34
AlixPartners	October – December 2020	\$113,603.48
Dickler Kahn	October – December 2020	\$3,840.00

³ The Receiver is in the process of reviewing all professionals' invoices, and thus the fees and costs stated herein are subject to modification. All finalized fees and costs of professionals approved by the Receiver will be set forth in the forthcoming fee application covering the period of October 2020 through December 2020. These fees and costs also do not include costs incurred by Fox Swibel in connection with complying with the terms of the Claims Procedure Order (defined below) (e.g. copying costs, publication costs) that have been reimbursed by the Receivership Estate. These costs will be fully set forth in the forthcoming fee application.

KRD	October – December 2020	\$5,610.00
ALAP	October – December 2020	\$2,690.00
Plante Moran	October – December 2020	\$0.00
<u>Total</u>		<u>\$268,788.82</u>

30. Additionally, pursuant to the Q2 2020 Fee Application, the Receiver has requested a total of \$745,197.60, including \$182,623.01 in fees and expenses of counsel for the Receiver and \$562,574.59 in fees and expenses of the other professionals engaged by the Receiver as set forth *supra*. This fee application was filed in the previous Reporting Period and approved and paid during the Fifth Reporting Period. [See Dkt. Nos. 194, 216.]

31. Finally, pursuant to the Q3 2020 Fee Application, the Receiver has requested a total of \$459,670.69, including \$215,420.97 in fees and expenses of counsel for the Receiver and \$244,249.72 in fees and expenses of the other professionals engaged by the Receiver as set forth *supra*.⁴ This fee application was filed, approved and paid during the Fifth Reporting Period. [See Dkt. Nos. 219, 226.]

VII. WORK PERFORMED BY PROFESSIONALS

a. Tax Appeal Counsel.

32. Due to the disposition of all of the significant real property assets, Sarnoff & Baccash's engagement relating to pursuing real estate tax appeals has been completed.

b. Forensic Accountant.

33. During the Fifth Reporting Period, AlixPartners LLP ("AlixPartners"), the Receiver's forensic accountant performed the following work: (a) continued to refine analysis

⁴ The requested payment stated in this paragraph is exclusive of the \$68,420.00 holdback agreed to by AlixPartners LLP.

relating to the amount and validity of potential claims of the investors/creditors of the Receivership Defendants; (b) assisted the Receiver in carrying out the court-approved claims process including, but not limited to, assisting with responding to investors' questions and challenges to the Receiver's claims calculations; (c) supported the Receiver's efforts to collect claims of the Receivership Estate against third parties, including receivable claims, "finder" claims, "net winner" claims and insider claims; and (d) assisted with case administration.

34. With respect to investor/creditor claims, AlixPartners continued its efforts to refine its analysis of claims at the investor level. This work was a continuation of the work performed during prior reporting periods. This work continues to eliminate any remaining non-cash transactions from the Receiver's investor claims calculations, and thus results in a lower total claim amount (i.e., a higher percentage recovery).

35. On November 4, 2020, the Court entered its ORDER (1) FIXING CLAIMS BAR DATE, (2) APPROVING CLAIMS PROCEDURES AND CLAIMS FORMS, (3) APPROVING NOTICES, AND (4) APPROVING THE POOLING OF RECEIVERSHIP ENTITIES' ASSETS FOR DISTRIBUTION PURPOSES (the "Claims Procedure Order"), which granted Receiver's motion (the "Claims Procedure Motion"). [Dkt. Nos. 169, 212, 217.]

36. With respect to the court-approved claims process, the Receiver sent the vast majority of investors a Notice of Initial Determination containing the Receiver's calculation of each investor's claim on a cash-in/cash-out basis. AlixPartners assisted with providing the Receiver with schedules and financial detail to support the Receiver's Notices of Initial Determination. Moreover, AlixPartners has performed work in response to investor inquiries relating to their Notices of Initial Determination and generally assisted the Receiver and his legal team with resolving investor claims.

37. With respect to the Receiver's pre-litigation efforts, AlixPartners provided the Receiver and his legal team support regarding third-party responses to the Receiver's settlement demand letters. This support has assisted the Receiver and his legal team in settling significant claims (as set forth above and in the Fourth Amended Liquidation Plan).

38. Finally, AlixPartners provided significant assistance to the Receiver with respect to general case administration. AlixPartners continued to keep the Receivership Website (www.northridgereceiver.alixpartners.com) up to date and monitored and responded to investor hotline inquiries. These efforts facilitated efficient, cost-effective responses to investors' questions.

c. Tax Accountant and Forensic Tax Accountant.

39. During the Fifth Reporting Period, Kutchins, Robbins & Diamond Ltd. ("KRD") continued to provide accounting, tax, payroll, and related services for the Receivership and the Receivership Defendants.

40. Additionally, during the Fifth Reporting Period, the Receiver received court approval of the Receiver's engagement of ALAP Limited ("ALAP") to assist KRD with the Receivership Defendants' 2019 tax filings. [Dkt. Nos. 206, 224.] ALAP was the Receivership Defendants' prior tax accountant and, therefore, had valuable knowledge as to the Receivership Defendants' financials that was utilized to cost-effectively complete this tax work.

41. During the Fifth Reporting Period, no services were provided by Plante Moran, PLLC.

D. Condominium Association Counsel.

42. During the Fifth Reporting Period, Dickler, Kahn, Slowikowski, & Zavell, Ltd. ("Dickler Kahn") continued to provide legal services relating to the contractually required

turnover of certain condominium associations in connection with the sales of the Palatine Property and Surrey Property.

VIII. COMMUNICATIONS WITH INVESTORS.

43. During the Fifth Reporting Period, the Receiver has primarily communicated with investors through (a) the northridgereceiver.alixpartners.com website; (b) the investor hotline maintained by AlixPartners; and (c) the Receiver and his legal team's direct communication with investors when AlixPartners deems it necessary to escalate certain hotline questions. Also, the Receiver and his legal team received a significant volume of calls and emails regarding the Claims Procedure Order and the claims procedure packages⁵ sent out pursuant to same. All calls were responded to (and the Receiver and his legal team are not charging for this time in accordance with the SEC's Billing Instructions, unless the call is with respect to substantive claims resolution issues). With respect to the website, it has been continually updated throughout the Fifth Reporting Period.

IX. LIABILITIES/INVESTOR CLAIMS.

44. As set forth above, in conjunction with the claims process, the Receiver is continuing to investigate the existence and nature of potential liability and investor claims. Based on the analysis performed to date, such investor claims are generally as described in the SEC's *Emergency Motion for a Temporary Restraining Order to Prevent Violations of the Federal Securities Laws, to Appoint a Receiver, and Provide for Other Ancillary Relief* [Dkt. 3].

45. To date, based on work performed during the Fifth Reporting Period, AlixPartners estimates non-insider investor claims to total approximately \$41.4 million (on a cash-in/cash-out basis).

⁵ The claims procedure packages contain, *inter alia*, notice of the February 5, 2021 claims bar date, instructions regarding how to submit a proof of claim, answers to frequently asked questions, and the Receiver's Notice of Initial Determination (where applicable).

X. LIQUIDATED AND UNLIQUIDATED CLAIMS

46. The Receiver's investigation of liquidated and unliquidated claims is ongoing.

XI. OPEN LITIGATION

47. As of the end of the Fifth Reporting Period, no open litigation exists.

XII. RECEIVERSHIP ASSET DESCRIPTION

48. The assets of the Receivership Estate are described in the attached Fourth Amended Liquidation Plan which in turn includes descriptions of anticipated and/or proposed dispositions of such assets. At this time, the Receiver anticipates liquidating all of the Receivership Assets and, therefore, no such assets are expected to be retained.

XIII. KNOWN CREDITORS

49. The names and addresses of approximately 476 active investors are known to the Receiver (although it is possible not all such investors hold valid claims against the Receivership). Additionally, the Receiver has knowledge of the secured lenders (who are all notice parties to this case) and some small trade creditors. Finally, as set forth below, the Receivership Entities' employees and other potential creditors have received notice of the claims process.

XIV. STATUS OF CREDITOR CLAIMS PROCEEDINGS

50. On August 13, 2020, the Receiver filed the Claims Procedure Motion, which was granted by order of this Court during the Fifth Reporting Period. The claims bar date is February 5, 2021. Since the entry of the Claims Procedure Order:

- The Receiver has provided notice to all investors, creditors and potential creditors as set forth in the Claims Procedure Order [see Dkt. No. 227];
- As of December 31, 2020, the Receiver has resolved approximately 180 active investor claims through such Investors' acceptance of Notices of Initial Determination, which

represents approximately 40% of the anticipated claims pool;

- While there are some active disputes, the Receiver continues to work to resolve such disputes and as of December 31, 2020, no disputed claims have been filed;
- One general unsecured claim has been filed (the lender deficiency claim related to the Elston Property described above); and
- The Receiver is working with Northridge main office employees to fix pre-Receivership claims of employees of the Northridge Entities (for unused vacation and, possibly, sick time).

XV. RECOMMENDATION FOR CONTINUATION OF RECEIVERSHIP

51. In order to ensure the orderly liquidation of the Receivership Estate and equitable distribution of the funds obtained from such liquidation, the Receiver recommends that the Receivership continue.

Dated: January 29, 2020

Respectfully submitted,

N. Neville Reid, Receiver

By: /s/ Ryan T. Schultz

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

UNITED STATES SECURITIES AND EXCHANGE COMMISSION,)	
)	Civil Action No. 19-cv-05957
Plaintiff,)	
v.)	Hon. John Z. Lee
)	
NORTHRIDGE HOLDINGS, LTD., ET AL.,)	
)	Magistrate Judge Susan E. Cox
Defendants.)	
)	

RECEIVER’S FOURTH AMENDED LIQUIDATION PLAN

N. Neville Reid, not individually, but solely as the Court-appointed receiver (the “Receiver”) for the Estate of Defendant Northridge Holdings, Ltd. (“Northridge”) and its related entities and affiliates as more particularly set forth in the Receivership Order (as defined herein) (collectively, the “Receivership Defendants,” and their assets as more particularly identified therein, the “Receivership Assets,” and such estate, the “Receivership Estate,” and such administration, the “Receivership”), and pursuant to the powers vested in him by the *Order Appointing Receiver* entered by the Court on September 12, 2019 [Dkt. 22], as amended by the Court on February 13, 2020 [Dkt. 108; see also Dkt. 102] (the “Receivership Order”),¹ respectfully submits this *Fourth Amended Liquidation Plan* (the “Liquidation Plan”).

I. COVID-19 IMPACT

1. As set forth more fully below, the unprecedented COVID-19 crisis has impacted the Receiver’s operation and liquidation of the Receivership Assets, but has not prevented the closing of the sale of nearly all of the real estate holdings of the estate, yielding substantial

¹ Capitalized terms not defined herein shall be given the same meaning ascribed to such terms in the Receivership Order.

proceeds totaling nearly \$40 million. The Receiver continues to use his best efforts to maximize the value of the remaining Receivership Assets. The Receiver has taken various measures to limit the potential negative impact of the pandemic on the value of the Receivership Assets.. With respect to the Real Estate Assets (defined below), the Receiver has, until a property has been sold: (a) posted notices and information in an effort to ensure that residents stay as safe as possible; (b) continued to collect rents, including troubleshooting with tenants suffering a negative financial impact from the pandemic in order to maximize rent collection from such individuals; (c) to the extent an asset is under contract, used best efforts to close on such contract; and (d) continued the marketing of certain Real Estate Assets and postponed marketing efforts for others based upon the Receiver's brokers' and professionals' advice as to which strategy will maximize value. Importantly, the safety of the residents/tenants of the Real Estate Assets and the Receivership's employees and professionals is the Receiver's highest priority.

II. REAL ESTATE ASSETS

2. The Receivership Assets include the following real estate (collectively, the "Real Estate Assets"): (a) a 96-unit apartment building located in Addison, Illinois (the "Chablis Property"); (b) a 576-unit apartment building located in West Chicago, Illinois (the "Timber Lake Property"); (c) a 192-apartment complex located in Bartlett, Illinois (the "Bartlett Lake Property"); (d) 48 condominiums located at 106 Surrey, Glen Ellyn, Illinois (the "Surrey Property"); (e) an office building located at 5097 N. Elston, Chicago, Illinois (the "Elston Property"); (f) a condominium unit located in Palatine, Illinois (the "Palatine Property"); (g) a condominium located at 3470 E. Coast Avenue, Unit #1003, Miami, Florida 33137 (the "Miami Property"); and (h) 36 vacant residential lots located near Palms Springs, California (the "Vacant Lots Property").

3. As part of the marketing and sales process for the Real Estate Assets (subject to sale orders at the appropriate time), the Receiver has sought professional guidance in order to maximize the value of the Real Estate Assets. Generally, the Receiver intends to market and sell each of the Real Estate Assets. Specifically, with respect to each Real Estate Asset, the Receiver's plan is as follows (or the Receiver has already achieved the indicated results):

a. Chablis Property (Sale Closed).

4. The Receivership Order authorized Defendant Glenn C. Mueller ("Mueller") to consummate a pending sale of the Chablis Property. [Dkt. 22, ¶ 40.] The Chablis Property closing occurred on September 20, 2019. In connection therewith, the Receiver (a) reviewed closing documents to ensure compliance with the Receivership Order; (b) ensured proper payment of the outstanding mortgage loan balance encumbering the Chablis Property; and (c) secured receipt of the remaining proceeds into the Receivership Estate. [*Id.* at ¶¶ 40(h)-(j).] The Receivership Estate was paid **\$3,882,611.02** at closing.²

5. Soon after the closing, the Receiver determined that the mortgage lender had failed to timely turn over a mortgage loan overpayment and tax escrow balance to the Receiver. Accordingly, the Receiver made a demand for turnover of the same and subsequently filed a *Motion to Enforce Receivership Order and For Entry of an Order Compelling J.P. Morgan Chase Bank, N.A. to Account for and Turn Over Receivership Assets to the Receiver* (the "Turnover Motion"). [Dkt. 53.] The Receiver and mortgage lender subsequently resolved the Turnover Motion consensually, resulting in the Receiver's recovery of an additional (approximately) **\$82,000.00** into the Receivership Estate.

² With respect to all of the Real Estate Assets, the Receiver is still investigating the tax treatment of sales of the same and is working with his accountants to minimize any tax burden. As a result, all amounts realized or estimated at closings are in pre-tax dollars.

b. Bartlett Lake Property (Sale Closed).

6. The Receiver engaged Essex Realty Group, Inc. (“Essex”) as real estate broker for the Bartlett Lake Property. [See Dkt. 62.] Additionally, the Receiver sought and obtained Court approval for sale procedures for the Bartlett Lake Property. [See Dkts. 72, 92.] On February 27, 2020, the Receiver filed his *Motion to Authorize Sale of Real Estate and Related Relief (Bartlett Property)* (the “Bartlett Sale Motion”). [Dkt. 110.] The Bartlett Sale Motion sought approval of the sale of the Bartlett Lake Property to Monument Capital Management IV, LLC, an affiliate of Monument Capital Management (the “Bartlett Buyer”), for a purchase price of \$19.3 million. Approval of the Bartlett Sale Motion was delayed due to Mueller’s assertion of a potential objection and the COVID-19 crisis. The objection was resolved consensually. On March 31, 2020, the Court entered an order approving the sale (the “Bartlett Sale Order”). [Dkt. 131.] Under the relevant agreement, the sale was required to close on or before May 7, 2020.³

7. In the weeks immediately following entry of the Bartlett Sale Order, the COVID-19 crisis worsened, thereby negatively impacting, among other things, residential real estate values. As a result, the Bartlett Buyer requested certain concessions from the Receiver, including a purchase price reduction. The Receiver determined in his business judgment that preserving the transaction through a reasonable price reduction outweighed – and protected against – the risk and uncertainty of navigating a renewed marketing and sale process amidst the pandemic. Accordingly, the Receiver filed a motion seeking (i) approval of the sale to the Bartlett Buyer at a reduced purchase price (\$17.8 million) and (ii) related relief. [Dkt. 143.] On May 19, 2020, the Court entered an order approving the sale of the Bartlett Lake Property at the reduced purchase price. [Dkt. 147.]

³ Under the executed contract, the buyer retained the option to extend the closing date by posting additional non-refundable earnest money.

8. On June 24, 2020, the sale of the Bartlett Lake Property closed. At closing, after payment of all encumbrances and closing costs (secured lender, commissions, etc.), the Receivership Estate realized \$7,810,079.26 in net proceeds from the sale of the Bartlett Lake Property. Shortly after closing, the lender for the Bartlett Lake Property refunded to the Receivership Estate \$230,029.20 in tax, insurance and reserve escrows. Post-closing, the Receiver received approximately \$34,000.00 relating to post-closing rental collections and prorations.

c. Surrey Property (Sale Closed).

9. The Receiver engaged 33 Realty as real estate broker for the Surrey Property. On December 10, 2019, the Receiver filed his *Motion for Court Approval of: (A) Rates to be Charged by Receiver's Real Estate Broker (Surrey Property) and (B) Sales Procedures (Surrey Property)*. [See Dkt. 82.] On January 6, 2020, the Court granted this motion. [Dkt. 93.]

10. After completion of the marketing process, the Receiver selected an offer with which to proceed. On April 28, 2020, the Receiver filed his *Motion (1) to Authorize Sale of Real Estate and Related Relief (Surrey Property) and (2) For Partial Relief from the Court's COVID-19 Order* (the "Surrey Sale Motion"). [Dkt. 138.] The Surrey Sale Motion sought approval of the sale of the Surrey Property to Wildwood Property Ventures, LLC (the "Surrey Buyer") for a purchase price of \$5.7 million.⁴ In the interest of efficiently closing the transaction during the COVID-19 crisis and related market uncertainty, the Receiver filed the Surrey Sale Motion while due diligence remained pending and the Surrey Buyer's financing contingency remained outstanding (i.e., the Receiver filed the Surrey Sale Motion so that any objection period and the due diligence/contingency period would run concurrently).

⁴ In a prior version of the Receiver's Liquidation Plan, the Receiver stated that he had obtained a broker opinion of value in excess of \$8 million. That valuation, however, was for all sixty (60) units - of which the Receivership Estate owned just forty-eight (48) - and was completed prior to the COVID-19 crisis.

11. During due diligence, the Surrey Buyer identified certain issues with the Surrey Property, and the COVID-19 crisis continued to harm the real estate market. As a result, the Surrey Buyer requested a modest purchase price reduction. After good faith negotiations between the parties, the Receiver agreed to reduce the purchase from \$5.7 million to \$5.425 million in exchange for the Surrey Buyer's agreement to solidify the certainty of the transaction by (a) increasing its earnest money deposit from \$100,000 to \$400,000, and (b) waiving any outstanding due diligence and financing contingencies.

12. On May 29, 2020, the Receiver simultaneously filed a motion to withdraw the Surrey Sale Motion [Dkt. 153] and an amended motion for approval of the sale of the Surrey Property (the "Amended Surrey Sale Motion"). [Dkts. 153.] The Amended Surrey Sale Motion sought approval of the sale of the Surrey Property to the Surrey buyer at the reduced purchase price. On June 2, 2020, the Court granted the Receiver's request to withdraw the Surrey Sale Motion. [Dkt. 155.] After the expiration of the relevant objection period, on June 17, 2020, the Court granted the Amended Surrey Sale Motion. [Dkt. 158.]

13. On July 24, 2020, the sale of the Surrey Property closed. At closing, after payment of all encumbrances and closing costs (secured lender, commissions, etc.), the Receivership Estate received \$2,039,766.16 in net proceeds from the sale of the Surrey Property.⁵

d. Timber Lake Property (Sale Closed).

14. In order to maximize the value of the Timber Lake Property, the Receiver's professionals recommended completing the then-pending parking lot expansion (to increase occupancy) and securing additional tenants to rent vacant units (to demonstrate demand to potential buyers) in advance of marketing the Timber Lake Property for sale. Both of these

⁵ Here, the secured lender applied all escrow balances to reduce the loan balance to be paid at closing.

recommended steps were completed.

15. In order to select a broker for the Timber Lake Property, the Receiver solicited broker proposals from five reputable local and national brokers, conducted interviews of such brokers and checked their references. After completion of this competitive process, the Receiver selected CBRE, Inc. (“CBRE”) as broker. The Receiver then sought and received the Court’s approval of the commission rate to be paid to the CBRE and the sales procedures for the Timber Lake Property. [See Dkts. 112 and 156.]

16. On September 22, 2020, the Receiver filed a motion seeking authority to sell the Timber Lake Property and related relief (the “Timber Lake Sale Motion”). [See Dkt. No. 183.] In summary, the Timber Lake Sale Motion: (a) sought authority to sell the Timber Lake Property to TMIF II Timber Lake LLC, an affiliate of Turner Impact Capital for **\$50.25 million**; (b) described the marketing process for the Timber Lake Property and the Receiver’s selection of the buyer; (c) sought authority to pay the relevant secured lender; and (d) sought to add as a receivership entity Timberwood Recreational Center, Inc., a fee owner of certain parcels of the Timber Lake Property. Mueller filed an objection to the Timber Lake Sale Motion asserting that more time should be given to another potential buyer that expressed interest in purchasing the Timber Lake Property for a higher price. After a hearing on the matter, the Court denied Mueller’s objection, approved the sale of the Timber Lake Property and entered orders relating to the same. [See Dkt. Nos. 209, 214, 215.]

17. This sale closed on December 9, 2020, and the Estate received (a) **\$27,299,163.97** in net proceeds from that sale; and (b) **\$928,064.51**⁶ in escrow return post-closing.

⁶ Total escrow funds on hand as of closing were \$ 929,064.51. However, the lender identified a \$1,000.00 charge that was mistakenly omitted from the lender’s payoff letter and the Receiver agreed to allow the lender to offset this amount from the escrow funds.

e. Elston Property (Sale Closed).

18. The Receiver engaged Millennium Properties R/E, Inc. (“MPI”) as real estate broker for the Elston Property. On January 17, 2020, the Receiver filed his *Motion for Court Approval of (A) Rates to be Charged by Receiver’s Real Estate Broker (Elston Property); (B) Sales Procedures (Elston Property); (C) Rates to be Charged by Receiver’s Real Estate Broker (Vacant Lots Property); and (D) Sales Procedures (Vacant Lots Property)*. [See Dkt. 96.] On February 7, 2020, the Court granted this motion. [See Dkt. 106.] Pursuant to the sale procedures, MPI marketed the Elston Property for auction, which auction was to be held on March 19, 2020. Due to the onset of the COVID-19 crisis the week of the auction, the auction was postponed.

19. During the continued marketing of the Elston Property, it became clear that a significant recovery was not likely with respect to this property. As a result, the Receiver sought to sell the Elston Property at the highest price in order to limit the claim the bank would have against the Receivership Estate and minimize potential dilution of recovery for the investors.

20. A buyer was located, and the Receiver sought and obtained court approval of the sale of the Elston Property for \$650,000.00. [See Dkt. Nos. 166, 178.] This sale closed on October 19, 2020. This sale did not result in proceeds for the Receivership Estate, but limited the bank’s deficiency claim to \$13,821.97.

f. Miami Property (Sale Closed).

21. The Receiver engaged LG Realty Group, Inc. (“LG”) to broker the Miami Property. LG marketed and solicited offers for the Miami Property for the Receiver’s review and consideration. LG received offers in the \$220,000-\$235,000 range. The Receiver was finalizing an offer to purchase when the COVID-19 crisis started, and the pandemic ultimately prevented

consummation of the transaction. As such, the Receiver was forced to continue to market this property, but the COVID-19 crisis impacted the marketing of the property because access to this condominium building was materially restricted.

22. On or about August 28, 2020, the Receiver received a \$198,000.00 all-cash offer with no financial contingencies. After negotiation and execution of a real estate contract, the Receiver sought and obtained court approval of the sale. [See Dkt. Nos. 180, 201.] This sale closed on November 17, 2020, and the Estate received \$178,847.12 in net proceeds from that sale.

g. Palatine Property (Sale Closed).

23. The Receivership owned a condominium unit located at 486 Lake Shore Drive, Palatine, Illinois 60067, Unit 486 (the "Palatine Property"). There have been no renters or operations with respect to the Palatine Property during the Receivership.

24. The Receiver sought and obtained authority to sell the Palatine Property for \$145,000. [See Dkts. 88, 92.] Closing occurred on February 10, 2020. There was no mortgage on this property, and, after payment of closing costs, the Receiver received \$129,420.28 for the Estate.

h. Vacant Lots Property.

25. The Receiver engaged First Team Real Estate ("First Team") as real estate broker for the Vacant Lots Property. On January 17, 2020, the Receiver filed his *Motion for Court Approval of (A) Rates to be Charged by Receiver's Real Estate Broker (Elston Property); (B) Sales Procedures (Elston Property); (C) Rates to be Charged by Receiver's Real Estate Broker (Vacant Lots Property); (D) Sales Procedures (Vacant Lots Property)*, which was granted by the Court. [See Dkt. Nos. 96, 106.] Pursuant to the proposed sales procedures, First Team is

marketing the Vacant Lots Property. The Receiver has obtained a broker opinion of value of between \$5,000 and \$10,000 per lot. To date, there has been no serious interest in any of the Vacant Lots Property.

III. OTHER ASSETS

a. Securities Assets.

26. The Receivership Estate includes shares of stock in The Wellness Center USA, Inc. (“WCUI”). The stock is currently worth less than a penny per share. However, the Receivership Estate may own millions of shares. The Receiver continues to investigate the exact number of shares owned by the Receivership Estate (versus shares that may be owned by individual investors and allegedly owned by Glenn Mueller) and whether or not there is a market for such shares. The Receiver has sought and is continuing to await information from Mueller and his counsel regarding the source of the funds that were used to purchase (a) shares that Mueller claims he owns, and (b) shares that were placed in the names of other persons. Upon the receipt of that information, the Receiver will determine the extent to which such shares may be liquidated for the benefit of the investors.

b. Glen Ellyn Property.

27. The Receiver asserted an interest in a house located at 22W371 Emerson Avenue, Glen Ellyn, Illinois 60137 (the “Glen Ellyn Property”). The Glen Ellyn Property was owned by Bruce and Cheryl Swift (together, the “Swifts”), acquaintances of Mueller (the Swifts are also investors in the Receivership Entities). Regarding the pre-Receivership arrangement, in or about June 2008, Northridge paid the Swifts \$70,000 for the right to rent out the Glen Ellyn Property and keep all related rental proceeds. Under this agreement, Northridge paid all expenses associated with the Glen Ellyn Property and kept all of the rents. Upon sale, the proceeds were

to be split between the parties. While the deal seems to have been amended at times (both orally and possibly in writing), the essential terms of the deal have remained the same. The Receiver negotiated with the Swifts' attorney to (a) place the Glen Ellyn Property on the market for sale; (b) share in some of the carrying costs; and (c) come to a settlement with respect to the division of the proceeds of a sale of the property. The Swifts were then paying the carrying costs on the property (Northridge was doing so pre-Receivership). The Receiver sought and received Court approval of this settlement. [See Dkts. 134, 149.]

28. The sale of the Glen Ellyn Property closed on August 17, 2020 for \$269,900.00. The Receivership has received **\$18,188.76** pursuant to the settlement with the Swifts.

c. Rocky Ridge L.P.

29. Mueller owns a 50% interest in Rocky Ridge L.P. which, in turn, is the fee owner of a large piece of vacant real estate in North Dakota (the "North Dakota Property"). The Receiver continues to investigate the value of the North Dakota Property and seeks to work with Mueller and his legal team to sell the property with proceeds escrowed subject to further order of the Court. (Mueller's brother, Dale, also owns a percentage of this property either directly or indirectly through entity ownership.) The Receiver is currently in negotiations regarding the disposition of Mueller and his respective relatives' interests (and/or the related ownership entities' interests) in the North Dakota Property. Such negotiations relate to a potential settlement of claims that the Receivership Estate has asserted against them.

d. Life Insurance.

30. Receivership Defendant Amberwood Holdings Limited Partnership purchased a key man life insurance policy on Mueller in the amount of \$5,000,000.00. The policy is a term policy so it has no current cash value. The monthly premium is approximately \$3,000, which

the Receiver has confirmed is an excellent rate for someone of Mueller's age (72). Based on the Receiver's further consultation with insurance market experts and brokers, it is not clear at this time that the policy has any material market value in part because of how the policy is structured. The Receiver is evaluating all options related to the policy, including whether it can or should be assigned to a trust for the benefit of the applicable creditors of the Receivership.

e. Litigation Claims.

31. The Receiver has identified potential litigation targets that can primarily be summarized as follows: (a) claims to recover receivables of the Receivership Defendants; (b) claims against "finders" to recover fees/commissions paid for sourcing investments in the Receivership Defendants; (c) claims against "net-winners" for amounts paid to investors over and above the cash that such investors put into the Receivership Defendants; and (d) numerous claims against the insiders of the Receivership Defendants. The Receiver also sought and received authority for settlement procedures with respect to settling claims valued at less than \$1 million. [See Dkt. Nos. 175, 191.]

32. With respect to the receivable claims, demand letters have been sent, and the Receiver has settled some claims and continues to pursue settlement of the remaining claims.

33. With respect to the "finder" claims, demand letters have been sent, and the Receiver has settled some claims and continues to pursue settlement of the remaining claims.

34. With respect to the "net winner" claims, most of the demand letters have been sent, and the Receiver has settled some claims and continues to pursue settlement of the remaining claims.

35. As of the date hereof, the Receiver has negotiated settlements for receivable, "finder" and "net-winner" claims collectively totaling (1) approximately \$348,000.00 in cash and

(2) approximately \$139,000.00 in claim reductions — amounting to a total benefit to the Estate of approximately \$487,000.00. The Receiver cannot currently estimate recovery on account of all of the Receivership Estate’s receivable, “finder” and “net-winner” claims.

36. With respect to claims against insiders, the Receiver has sent demand letters and worked with the SEC to identify and quantify these claims.

37. The Receiver has sought and received Court authority to pursue litigation against the insiders and certain, receivable claimants, “finders” and ‘net winners.’ [See Dkt. Nos. 229, 234.]

f. Tax Refunds.

38. The Receiver’s tax professionals are currently analyzing whether or not the Receivership Entities are entitled to any tax refunds. No such refund claims have been identified to date.

g. Investigation Ongoing.

39. The Receiver is continuing to investigate the existence and nature of other assets and claims that may constitute Receivership Assets.

Dated: January 29, 2021

Respectfully submitted,

N. Neville Reid, Receiver

By: /s/ Ryan T. Schultz

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General Counsel to the Receiver

Accrual Basis

Profit & Loss

October through December 2020

Oct - Dec 20

Ordinary Income/Expense

Income

Laundry 8,039.14

Rental 1,397,702.59

Total Income 1,405,741.73

Expense

Alarm 1,344.41

Automobile Expense 30.00

Bank Service Charges 358.59

Fines & Penalties 800.00

Insurance Expense

Liability 15,714.99

Property 45,717.99

Total Insurance Expense 61,432.98

Interest Expense

Mortgage 298,006.23

Total Interest Expense 298,006.23

Licenses & Fees 1,450.99

Maintenance

Landscaping 11,500.00

Extermination 8,125.00

Maintenance - Other 198,902.02

Total Maintenance 218,527.02

Management Fee 201,172.22

Manager's Salary 16,688.00

Office Supplies 453.49

Postage and Delivery 26.97

Scavenger 12,254.61

Software 2,880.00

Taxes

Property 201,817.17

Total Taxes 201,817.17

Telephone Expense 4,468.07

Utilities

Gas and Electric 42,382.40

Water 131,496.34

Total Utilities 173,878.74

Wages 136,535.65

Total Expense 1,332,125.14

Net Ordinary Income 73,616.59

Net Income 73,616.59

EXHIBIT

B

INSPECTION BREAKDOWN

Cubed Construction 357 W Chicago Ave #100 Chicago, IL 60654			
Building#	Property	Description	Total
1200	Timberlake Apartments	Building Interior Fire Safety Written Notes 1200 14 x secure GFCI on left of kitchen sink (loose and open) 1200 15 4 1200 17 1 & 4 1200 23 1 1st bedroom 1200 24 1 & 4 1200 27 1 bedroom and hall not working 1200 31 x 1 & 4 repair hole in drywall behind front entry door 1200 32 1 master bedroom 1200 33 4 1200 34 4 not working 1200 35 x 1 & 3 bathroom fan noisy 1200 36 1 in hallway 1200 - emergency exit sign 2nd floor inoperable 1200 - install all missing on boiler electrical box above transorer and switch box	\$ 3,160.50
1204	Timberlake Apartments	Building Interior Fire Safety Written Notes 1204 11 14 4 right of sink 1204 12 4 1204 14 12 fan fixed 1204 15 x 1 repair running toilet 1204 17 14 1 & 4 right of sink open neutral 1204 19 x 1 & 4 properly install / secure bedroom closet door 1204 21 x repair ceiling in living room by patio door 1204 21 1 1204 21 x clean bathroom exhaust fan 1204 21 x remove black substance around bathtub 1204 22 4 1204 23 x 1 & 4 bathroom fan inoperable 1204 24 1 1204 25 1 & 4 1204 26 10 1 won't trip 1204 27 10 won't trip 1204 27 x 1 & 4 repair hole in drywall in hallway to the left of the bedroom door 1204 31 12 clean exhaust fan 1204 31 14 right side of sink won't trip 1204 31 x remove black substance bathtub ceiling 1204 36 1 1204 37 x repair ceiling in living room by patio door	\$ 4,410.00
1206	Timberlake Apartments	Building Interior Fire Safety Written Notes 1206 13 1 & 4 1206 14 x 1 infestation - very unsanitary conditions 1206 14 x fix heat detector sensor / hole in bathroom door 1206 15 1 1206 17 x 1 install missing cabinet panel by kitchen cabinet under sink 1206 17 x remove black substance around tub 1206 17 x repair / replace all soft tile by tub spout 1206 18 x 1 & 4 black substance in tile in bathtub 1206 22 1 1206 24 1 1206 26 1 1206 28 12 1 clean fan 1206 31 x 1 repair drywall in living room ceiling 1206 36 14 1 right of sink 1206 38 14 left of sink 1206 11 x 1 & 4 remove black substance on base of tub by floor	\$ 4,557.00

1208	Timberlake Apartments	Building Interior Fire Safety Written Notes 1208 15 1 & x toilet running 1208 16 14 open ground - right of sink 1208 17 x secure base toilet to floor 1208 23 x remove black substance around bathtub 1208 23 x clean bathroom exhaust fan 1208 28 x peeling paint on hall ceiling 1208 31 4 1208 33 1 & 4 1208 35 1	\$	4,410.00
1210	Timberlake Apartments	Building Interior Fire Safety Written Notes 1210 11 1 & x properly secure GFCI to left of kitchen sink (too far deep and loose) 1210 16 1 1210 18 1 & 4 1210 21 x repair hole in drywall below electrical panel box 1210 21 1 & 3 & x install missing kitchen ceiling light fixture cover 1210 22 14 4 left of sink 1210 24 14 right of sink 1210 24 1 hallway 1210 25 1 & 3 & 4 1210 27 4 1210 31 1 & x install missing floor tiles in bathroom 1210 32 10 not tripping 1210 34 4 1210 35 x remove black substance along tub 1210 37 x repair inoperable tub faucet	\$	3,851.40
1212	Timberlake Apartments	Building Interior Fire Safety Written Notes 1212 32 10 need GFCI 1212 32 12 not working 1212 33 1 1212 12 12 fan dirty	\$	514.50
1213	Timberlake Apartments	Building Interior Fire Safety Written Notes 1213 13 4 1213 14 x right rear burner on stove won't light 1213 14 x remove all black substance on bathroom ceiling and walls and replace noisy bathroom fan 1213 15 1 & 4 1213 16 x 1 & 4 some burners on stove do not light consistently 1213 17 10 replace 1213 21 12 1 clean fan 1213 22 4 1213 23 1 3 total 1213 26 1 & 4 1213 27 12 4 clean fan 1213 28 4 1213 32 1 & 4 1213 33 4 1213 35 10 3 not tripping 1213 12 x two rear burners on stove won't light 1213 - 11 - replace broken glass on light fixture outside of unit	\$	1,800.75
1214	Timberlake Apartments	Building Interior Fire Safety Written Notes 1214 14 4 1214 16 1 1214 17 1 1214 22 x secure loose toilet to floor / flange 1214 24 12 install bathroom fan cover 1214 24 x install missing toilet seat 1214 25 14 right of sink - replace 1214 28 1 & 4 1214 35 x 1 air conditioning unit is broken / replace 1214 36 x toilet running	\$	1,543.50

1215	Timberlake Apartments	<p>Building Interior Fire Safety Written Notes</p> <p>1215 13 4 1215 14 4 1215 15 1 1215 18 1 & 3 & 4 1215 21 10 replace 1215 21 x black substance around tub 1215 24 4 1215 26 x 4 toilet is running 1215 28 4 1215 34 12 bathroom fan operates slowly 1215 35 x large crack in ceiling in bedroom 1215 36 x hot / cold reversed on tub shower valve 1215 37 x fix ceiling in living room and bedroom 1215 38 x tub shower valve not functioning / could not turn on water 1215 11 1 1215 - remove dead tree 20 feet to the left of garbage dumpster 1215 bldg - main curcut panel in boiler room is open slot / blank 1215 bldg - no power to fire alarm panel</p>	\$	2,903.25
1217	Timberlake Apartments	<p>Building Interior Fire Safety Written Notes</p> <p>1217 12 12 & x clean bathroom fan & repair ceiling above toilet with drywall 1217 15 12 replace fan 1217 16 4 1217 17 x 1 hole in bedroom door 1217 23 4 1217 25 10 replace 1217 26 4 1217 31 10 replace 1217 33 1 & 4 1217 34 4 1217 36 x toilet running 1217 - repair / replace soft / rotted wood on landing between 2nd and 3rd floor main hallway underneath carpet 2 feet from step leading to 3rd floor</p>	\$	1,984.50
1218	Timberlake Apartments	<p>Building Interior Fire Safety Written Notes</p> <p>1218 13 12 1 clean fan 1218 15 10 open ground 1218 15 x black substance in bathtub around 1218 15 x closet door main hall broken 1218 17 10 1 open ground 1218 21 1 hall & bedroom 1218 22 12 clean exhaust fan 1218 22 1 & 4 1218 23 10 open ground 1218 26 x 4 install missing light fixture cover in kitchen ceiling 1218 28 1 1218 32 1 & 4 1218 11 10 doesn't trip 1218 11 12 clean fan 1218 11 x black substance on ceiling and walls in bathroom / one burner on stove doesn't work 1218 - 31 - secure emergency exit light outside unit 1218 - properly secure light fixture outside room door</p>	\$	2,572.50
1219	Timberlake Apartments	<p>Building Interior Fire Safety Written Notes</p> <p>1219 12 10 open ground 1219 15 1 & 4 1219 18 10 won't trip 1219 22 x not all burners working on oven 1219 22 1 & x properly install / secure bifold doors in hallway 1219 24 1 & 4 1219 25 x 1 fridge leaking 1219 25 1 1219 26 4 1219 27 1 1219 35 x toilet running 1219 36 x install missing floor tiles in bathroom 1219 36 x remove black substance around tub 1219 - secure loose light fixture outside boiler room and install missing glass around blub</p>	\$	2,646.00

1220	Timberlake Apartments	<p>Building Interior Fire Safety Written Notes</p> <p>1220 302 1 1220 n 208 1 1220 n 208 1 1220 n 307 10 replace 1220 n 307 10 replace 1220 n 308 1 1220 n 308 1 1220 s 202 12 bathroom fan broken 1220 s 202 12 bathroom fan broken 1220 s 202 x 1 remove black substance on bathroom ceiling 1220 s 202 x 1 remove black substance on bathroom ceiling 1220 s 202 x install cover on hallway light fixture cover outside bedrooms 1220 s 202 x install cover on hallway light fixture outside bedrooms 1220 s 204 1 1220 s 204 1 1220 s 301 1 2 hallway 1220 s 301 1 2 in hallway 1220 s 302 1 1220 s 304 no entry COVID 1220 n & 1220 s - pain wood trim around all entry doors</p>	\$	5,145.00
1221	Timberlake Apartments	<p>Building Interior Fire Safety Written Notes</p> <p>1221 21 x black substance bathtub tiles 1221 27 1 1221 31 1 1221 32 x repair hole in drywall in hallway to the left of bedroom 1221 32 x install missing floor tile in bathroom 1221 32 x repair door trim on front entry door 1221 36 1 1221 12 12 clear exhaust fan 1221 12 x tub faucet leaking / missing tub train / water leaking onto floor 1221 - 32 - properly secure the emergency exit sign.</p>	\$	4,593.75
1223 (N&S)	Timberlake Apartments	<p>Building Interior Fire Safety Written Notes</p> <p>1223 n 105 14 replace / end of counter 1223 n 106 x repair ceiling in bathroom and remove all black substance on all walls 1223 n 108 1 1223 n 206 10 won't trip 1223 n 206 x 1 install cover on light fixture in hallway next to bedroom 1223 n 306 12 clean bathroom fan 1223 n 306 x repair ceiling in bathroom 1223 n 307 1 1223 s 101 1 1223 s 102 14 open ground 1223 s 104 14 1 & x repair ceiling in hallway next to fridge 1223 s 201 12 1 fan not working 1223 s 202 12 1 noisy and dirty 1223 s 204 14 1 open ground 1223 s 302 x repair drywall in hallway ceiling next to fridge. leaking water from above 1223 s 303 1 1223 s 304 12 fan not working 1223 s 304 x 1 repair ceiling in bathroom</p>	\$	6,063.75
1224 (N&S)	Timberlake Apartments	<p>Building Interior Fire Safety Written Notes</p> <p>1224 n 105 10 replace 1224 n 106 1 1224 n 108 12 bath fan not working 1224 n 108 1 1224 n 206 1 1224 n 306 1 1224 s 101 x clean black substance off ceiling in bathroom 1224 s 102 x install light fixture cover in kitchen 1224 s 103 no electric 1224 s 202 1 1224 s 203 12 check fan 1224 s 203 x clean black substance on ceiling in bathroom 1224 s 303 no entry - dog</p>	\$	2,352.00

1225	Timberlake Apartments	Building Interior Fire Safety Written Notes 1225 15 1 2 of them 1225 16 1 & 4 1225 18 12 1 & 4 missing light cover 1225 22 1 & 4 1225 23 x fan lights not working properly 1225 24 12 1 install light cover 1225 25 x 4 panel box is loose / secure it 1225 31 12 1 fan broken 1225 33 x 4 black substance bathroom in tub 1225 35 x black substance in bathtub 1225 37 14 both GFCIs by sink not operational 1225 s 103 10 open ground	\$ 5,512.50
1228 (N&S)	Timberlake Apartments	Building Interior Fire Safety Written Notes 1227 n 105 1 1227 n 106 1 1227 n 208 1 1227 n 305 1 hallway 1227 n 306 10 1 clean bathroom fan 1227 n 308 x remove black substance on bathroom ceiling 1227 s 102 1 1227 s 104 12 clean bathroom fan 1227 s 104 x 1 remove black substance on bathroom ceiling 1227 s 204 1 1227 s 302 12 1 clean bathroom fan 1227 s 304 x remove extension cord from kitchen to bedroom 1227 s 304 x install light fixture cover in hallway outside bedroom	\$ 3,013.50
1228 (N&S)	Timberlake Apartments	Building Interior Fire Safety Written Notes 1228 n 105 x clean duct work ceiling hallway 1228 n 106 12 clean bathroom fan 1228 n 108 x remove all black substance in bathroom ceiling 1228 n 207 x clean ductwork in hallway 1228 n 207 1 1228 n 208 x clean duct in hallway ceiling outside bedrooms 1228 n 208 1 1228 n 306 x repair holes in bedroom doors 1228 n 306 x clear range hood filter above stove 1228 n 307 x clean duct in hallway / very dirty 1228 n 307 x clean water marks off bathroom ceiling 1228 n 308 12 clear bathroom fan 1228 n 308 x install cover or light fixture in hallway outside of bedroom 1228 n 308 1 1228 n 308 3 1228 s 101 1 and hallway 1228 s 201 12 1 replace fan 1228 s 202 10 won't trip 1228 s 202 x clean duct in vent in hallway ceiling outside bedrooms 1228 s 204 1 1228 s 302 x repair ceiling in bathroom 1228 s 302 1 1228 s 303 12 clean fan 1228 s 303 x ceiling leaking - needs repair 1228 s 304 14 check all of them 1228 n - repair duct in laundry room	\$ 4,226.25

1232 (N&S)	Timberlake Apartments	Building Interior Fire Safety Written Notes 1232 n 101 x toilet bowl is black 1232 n 103 x clean vent in hall / replace filter 1232 n 104 1 1232 n 201 1 1232 n 204 12 clean bathroom fan 1232 n 302 1 1232 n 303 10 replace 1232 n 303 14 replace - right of sink 1232 s 101 14 replace right of sink 1232 s 201 x clean vent in hallway 1232 s 202 12 1 clean bath fan 1232 s 203 x clean vent in hallway 1232 s 204 x 1 install light fixture cover in hallway light fixture 1232 s 301 12 replace fan 1232 s 303 1	\$ 3,101.70
1236 (N&S)	Timberlake Apartments	Building Interior Fire Safety Written Notes 1236 n 107 10 open ground loose cover 1236 n 108 x Remove black substance on walls and ceiling of bedrooms (tenant complaint) 1236 n 108 1 1236 n 206 12 Noisy Bath Fan 1236 n 206 x Remove black substance in bathroom ceiling & walls 1236 n 206 1 1236 n 206 x Repair hole in bathroom floor 1236 n 208 1 1236 n 208 x Remove black substance on bathroom ceiling 1236 n 305 x Remove black substance from ceiling & wall in bathroom 1236 n 306 1 1236 n 307 x remove black substance from ceiling in bedroom corner 1236 n - repair light in laundry room	\$ 4,299.75
1240	Timberlake Apartments	Building Interior Fire Safety Written Notes 1240 101 10 open ground 1240 101 x remove black substance inside toilet 1240 103 12 clean fan 1240 105 1 1240 201 12 1 repair fan 1240 203 12 replace fan 1240 203 x repair ceiling above bathtub 1240 206 x repair bathtub tiles missing and caulk around tub 1240 206 1 & x scrape and paint all peeling paint on bathroom ceiling 1240 208 1 low buzzing sound 1240 301 12 fan needs to be fixed 1240 301 14 left of sink - replace 1240 302 12 clean bathroom fan 1240 304 1 1240 306 12 clean bathroom fan 1240 306 x remove black substance from bathroom ceiling 1240 307 12 fan making noise 1240 308 12 clean bathroom fan 1240 & 1244 - blow-off pipe on water heater has to be 6 inches from floor in laundry room	\$ 5,843.25

Profit & Loss

October through December 2020

Oct - Dec 20

Ordinary Income/Expense	
Expense	
Management Fees	3,346.10
Manager's Salary	456.64
Telephone	-832.96
Total Expense	<u>2,969.78</u>
Net Ordinary Income	<u>-2,969.78</u>
Net Income	<u><u>-2,969.78</u></u>

EXHIBIT
C

Profit & Loss

October through December 2020

Oct - Dec 20

Ordinary Income/Expense	
Expense	
Management Fees	509.16
Total Expense	509.16
Net Ordinary Income	-509.16
Net Income	<u><u>-509.16</u></u>

**EXHIBIT
D**

Profit & Loss

October through December 2020

Oct - Dec 20

Ordinary Income/Expense	
Income	
Rental	7,450.00
Total Income	<u>7,450.00</u>
Expense	
Fees	1,632.00
Interest Expense	
Mortgage	2,501.78
Total Interest Expense	<u>2,501.78</u>
Maintenance	1,800.00
Management Fees	2,202.52
Scavenger	156.85
Software	69.00
Telephone Expense	23.19
Utilities	
Gas and Electric	-2,483.49
Total Utilities	<u>-2,483.49</u>
Total Expense	<u>5,901.85</u>
Net Ordinary Income	<u>1,548.15</u>
Net Income	<u><u>1,548.15</u></u>

**EXHIBIT
E**

Cornerstone Limited Partnership

Profit & Loss

October through December 2020

	<u>Oct - Dec 20</u>
Ordinary Income/Expense	
Income	
Rental - H1003	4,000.00
Total Income	<u>4,000.00</u>
Gross Profit	4,000.00
Expense	
Software	4.00
Management Fees	320.00
Midtown Two #H1003	
Association Fee - Special Asses	69.48
Association Fee	1,272.84
Total Midtown Two #H1003	<u>1,342.32</u>
Total Expense	<u>1,666.32</u>
Net Ordinary Income	<u>2,333.68</u>
Net Income	<u><u>2,333.68</u></u>

**EXHIBIT
F**

STANDARDIZED FUND ACCOUNTING REPORT for SEC v. Northridge Holdings, Ltd. et al - Cash Basis

Receivership; Civil Court Case No. 1:2019cv05957

REPORTING PERIOD 10/01/2020 TO 12/31/2020

FUND ACCOUNTING (See Instructions):		Current Reporting Period 10/01/20 to 12/31/20			09/12/19 to 12/31/20
		Detail	Subtotal	Grand Total	Case to Date
Line 1	Beginning Balance (as of 10/1/2020)			\$12,512,507.84	
	Increases in Fund Balance:				
Line 2	Business Income	-	-	-	\$117,317.98
Line 3	Cash and Securities	-	-	-	
Line 4	Interest/Dividend Income	\$16,207.12-	-	-	\$32,032.22
Line 5	Business Asset Liquidation	\$28,407,075.60-	-	-	\$42,597,471.73
Line 6	Personal Asset Liquidation	-	-	-	-
Line 7	Third-Party Litigation	\$139,445.66-	-	-	\$243,169.80
Line 8	Miscellaneous – Other	-	-	-	-
	Total Funds Available (Lines 1-8):			\$28,562,728.38	\$42,989,991.73
	Decreases in Fund Balance:				
Line 9	Disbursements to Senior Secured Lenders/Investors	-	-	-	-
Line 10	Disbursements for Receivership Operations	-	-	-	-
Line 10a	Disbursements to Receiver or Other Professionals	\$1,117,945.11-	-	-	\$2,091,023.32
Line 10b	Business Asset Expenses	\$350,000.00-	-	-	\$1,149,378.63
Line 10c	Personal Asset Expenses	-	-	-	-
Line 10d	Hospital Settlements & Investment Expenses	-	-	-	-
Line 10e	Third-Party Litigation Expenses	-	-	-	-
	1. Attorney Fees	-	-	-	\$35,657.67
	2. Litigation Expenses	-	-	-	-
	Total Third-party Litigation Expenses	-	-	-	-
Line 10f	Tax Administrator Fees and Bonds	-	-	-	-
Line 10g	Federal and State Tax Payments	\$822.36-	-	-	\$107,463.36
	Total Disbursements for Receivership Operations			\$1,468,767.47	\$3,383,522.98
Line 11	Disbursements for Distribution Expenses Paid by the Fund:				
Line 11a	Distribution Plan Development Expenses:				
	1. Fees:				
	Fund Administrator	-	-	-	-
	Independent Distribution Consultant (IDC)	-	-	-	-
	Distribution Agent	-	-	-	-
	Consultants	-	-	-	-
	Legal Advisers	-	-	-	-
	Tax Advisers	-	-	-	-
	2. Administrative Expenses	-	-	-	-
	3. Miscellaneous	-	-	-	-
	Total Plan Development Expenses	-	-	-	-
Line 11b	Distribution Plan Implementation Expenses:				
	1. Fees:				
	Fund Administrator	-	-	-	-
	IDC	-	-	-	-
	Distribution Agent	-	-	-	-
	Consultants	-	-	-	-
	Legal Advisers	-	-	-	-
	Tax Advisers	-	-	-	-
	2. Administrative Expenses	-	-	-	-
	3. Investor Identification:				
	Notice/Publishing Approved Plan	-	-	-	-
	Claimant Identification	-	-	-	-
	Claims Processing	-	-	-	-
	Web Site Maintenance/Call Center	-	-	-	-
	4. Fund Administrator Bond	-	-	-	-
	5. Miscellaneous	-	-	-	-

EXHIBIT

G

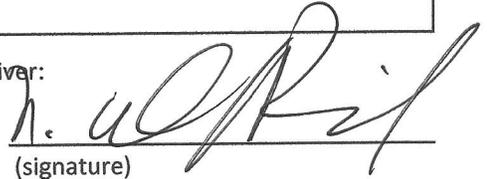
	6. Federal Account for Investor Restitution (FAIR) Reporting Expenses <i>Total Plan Implementation Expenses</i>	-	-		
Line 12	Total Disbursements for Distribution Expenses Paid by the Fund	-	-		
<i>Line 12a</i>	Disbursements to Court/Other: <i>Investment Expenses/Court Registry Investment System (CRIS) Fees</i>	-	-		
<i>Line 12b</i>	<i>Federal Tax Payments</i>	-	-		
	Total Disbursements to Court/Other:	-	-		
	Total Funds Disbursed (Lines 9-12):			\$1,468,767.47	\$3,383,522.98
Line 13	Ending Balance (As of 12/31/20):			\$39,606,468.75	\$39,606,468.75
Line 14	Ending Balance of Fund - Net Assets:				
<i>Line 14a</i>	<i>Cash & Cash Equivalents</i>			\$375,392.55	\$375,392.55
<i>Line 14b</i>	<i>Investments</i>			Undetermined-	Undetermined-
<i>Line 14c</i>	<i>Other Assets or Uncleared Funds</i>			Investigating-	Investigating-
	Total Ending Balance of Fund - Net Assets			\$39,981,861.30	\$39,981,861.30

OTHER SUPPLEMENTAL INFORMATION:		10/01/20 to 12/31/20			09/12/19 to 12/31/20
		Detail	Subtotal	Grand Total	Case to Date
Line 15	Report of Items NOT To Be Paid by the Fund: Disbursements for Plan Administration Expenses Not Paid by the Fund:	-	-	-	-
<i>Line 15</i>	<i>Disbursements for Plan Administration Expenses</i>	-	-	-	-
<i>Line 15a</i>	<i>Plan Development Expenses Not Paid by the Fund:</i>	-	-	-	-
	1. Fees:	-	-	-	-
	Fund Administrator	-	-	-	-
	IDC	-	-	-	-
	Distribution Agent	-	-	-	-
	Consultants	-	-	-	-
	Legal Advisers	-	-	-	-
	Tax Advisers	-	-	-	-
	2. Administrative Expenses	-	-	-	-
	3. Miscellaneous	-	-	-	-
	<i>Total Plan Development Expenses Not Paid by the Fund</i>	-	-	-	-
<i>Line 15b</i>	<i>Plan Implementation Expenses Not Paid by the Fund:</i>	-	-	-	-
	1. Fees:	-	-	-	-
	Fund Administrator	-	-	-	-
	IDC	-	-	-	-
	Distribution Agent	-	-	-	-
	Consultants	-	-	-	-
	Legal Advisers	-	-	-	-
	Tax Advisers	-	-	-	-
	2. Administrative Expenses	-	-	-	-
	3. Investor Identification:	-	-	-	-
	Notice/Publishing Approved Plan	-	-	-	-
	Claimant Identification	-	-	-	-
	Claims Processing	-	-	-	-
	Web Site Maintenance/Call Center	-	-	-	-
	4. Fund Administrator Bond	-	-	-	-
	5. Miscellaneous	-	-	-	-
	6. FAIR Reporting Expenses	-	-	-	-
	<i>Total Plan Implementation Expenses Not Paid by the Fund</i>	-	-	-	-
<i>Line 15c</i>	<i>Tax Administrator Fees & Bonds Not Paid by the Fund</i>	-	-	-	-
	Total Disbursements for Plan Administrative Expenses Not Paid by the fund	-	-	-	-
Line 16	Disbursements to Court/Other Not Paid by the Fund:	-	-	-	-
<i>Line 16a</i>	<i>Investment Expenses/CRIS Fees</i>	-	-	-	-
<i>Line 16b</i>	<i>Federal Tax Payments</i>	-	-	-	-
	Total Disbursements to Court/Other Not Paid by the Fund:	-	-	-	-

Line 17	DC & State Tax Payments	-	-	-
Line 18	No. of Claims:			
Line 18a	# of Claims Received This Reporting Period			0-
Line 18b	# of Claims Received Since Inception of Fund			0-
Line 19	No. of Claimants / Investors:			
Line 19a	# of Claimants / Investors Paid This Reporting Period			0-
Line 19b	# of Claimants / Investors Paid Since Inception of Fund			0-

Receiver:

By:



(signature)

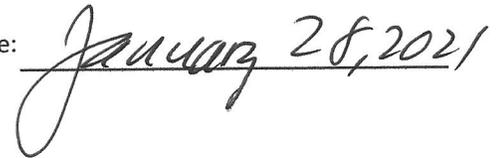
N. Neville Reid

(printed name)

Receiver

(title)

Date:



STANDARDIZED FUND ACCOUNTING REPORT for SEC v. Northridge Holdings, Ltd. et al - Cash Basis
 Receivership; Civil Court Case No. 1:2019cv05957
 REPORTING PERIOD 10/01/2020 TO 12/31/2020

Entity	Bank Name	Account Number	As of Date	Balance
Amberwood	Axos Bank	***0153	10/1/2020	\$ -
Azlan Group, LLC	Axos Bank	***0161	10/1/2020	\$ -
Brookstone Investment Group, Ltd	Axos Bank	***0179	10/1/2020	\$ -
Cornerstone Limited Partnership	Axos Bank	***0187	10/1/2020	\$ -
Eastridge Holdings, Ltd.	Axos Bank	***0195	10/1/2020	\$ -
Guardian Investment Group, Ltd.	Axos Bank	***0203	10/1/2020	\$ -
Northridge Holdings, Ltd.	Axos Bank	***0211	10/1/2020	\$ 21,140.82
Paragon Group Limited	Axos Bank	***0229	10/1/2020	\$ -
Ridgeview Group I	Axos Bank	***0237	10/1/2020	\$ -
Southridge Holdings, Ltd.	Axos Bank	***0245	10/1/2020	\$ -
Unity Investment Group, Ltd.	Axos Bank	***0252	10/1/2020	\$ 85,587.97
106 Surrey	Axos Bank	***0260	10/1/2020	\$ 2,041,689.77
561 Deere Park	Axos Bank	***0278	10/1/2020	\$ 8,014,544.09
610 Lincoln	Axos Bank	***0286	10/1/2020	\$ 2,219,048.22
Timber Lake Apartments, LLC	Axos Bank	***0294	10/1/2020	\$ -
5097 Elston Limited Partnership	Axos Bank	***0302	10/1/2020	\$ -
5528 Hyde Park Limited Partnership	Axos Bank	***0310	10/1/2020	\$ 129,583.03
106 Surrey Limited Partnership	Axos Bank	***0328	10/1/2020	\$ -
610 Lincoln Limited Partnership	Axos Bank	***0336	10/1/2020	\$ -
G&C Mueller Family Limited Partnership	Axos Bank	***0344	10/1/2020	\$ -
149 Mason Limited Partnership	Axos Bank	***0351	10/1/2020	\$ -
Beacon Foundation	Axos Bank	***0369	10/1/2020	\$ -
Willow Creek Landscaping LP	Axos Bank	***0377	10/1/2020	\$ -
139 Austin LP	Axos Bank	***0385	10/1/2020	\$ -
149 Mason/Trust #12655	Axos Bank	***0393	10/1/2020	\$ -
Mueller Painting & Decorating	Axos Bank	***0401	10/1/2020	\$ -
Ameritrade	Axos Bank	***0419	10/1/2020	\$ 913.94
				<u>\$ 12,512,507.84</u>

STANDARDIZED FUND ACCOUNTING REPORT for SEC v. Northridge Holdings, Ltd. et al - Cash Basis
 Receivership; Civil Court Case No. 1:2019cv05957
 REPORTING PERIOD 10/01/2020 TO 12/31/2020

Line 4 - INTEREST/DIVIDEND INCOME

Date	Bank Name	Account Name	Account No.	Payor	Description	Amount
Q4 2020	Axos	Unity Investment Group	*0252	Axos	Interest	\$87.98
Q4 2020	Axos	Northridge Holdings, Ltd.	*0211	Axos	Interest	\$151.99
Q4 2020	Axos	561 Deer Park	*0278	Axos	Interest	\$6,971.94
Q4 2020	Axos	610 Lincoln	*0286	Axos	Interest	\$1,714.14
Q4 2020	Axos	Timber Lake	*0294	Axos	Interest	\$5,037.45
Q4 2020	Axos	5097 Elston LP	*0302	Axos	Interest	\$10.94
Q4 2020	Axos	5528 Hyde Park LP	*0310	Axos	Interest	\$133.20
Q4 2020	Axos	106 Surrey LP	*0328	Axos	Interest	\$2,098.54
Q4 2020	Axos	Ameritrade	*0211	Axos	Interest	\$0.94
						\$16,207.12

Line 5-BUSINESS ASSET LIQUIDATION

Date	Bank Name	Account Name	Account No.	Payor	Description	Amount
11/17/2020	Axos	Northridge holdings, Ltd.	*0211	Lowman Law	Sale of property 3470 E Coast Ave. Miami	\$178,847.12
12/17/2020	Axos	Timber Lake Apartments, LLC	*0294	CT&T	Sale of real property	\$27,299,163.97
12/17/2020	Axos	Timber Lake Apartments, LLC	*0294	Acre Capital Disbursement	Sale of real property - escrow funds	\$929,064.51
						\$28,407,075.60

Line 7 - THIRD PARTY LITIGATION

Date	Bank Name	Account Name	Account No.	Payor	Description	Amount
10/9/2020	Axos	Northridge Holdings, Ltd.	*0211	Chris A. Dantin	Settlement	\$12,000.00
10/26/2020	Axos	Northridge Holdings, Ltd.	*0211	Henri & Barbara Jeanrenaud	Settlement	\$25,000.00
11/9/2020	Axos	Northridge Holdings, Ltd.	*0211	P.J and E.A. Chiodras	Settlement	\$38,445.66
11/9/2020	Axos	Northridge Holdings, Ltd.	*0211	Nicholas College Funding Solutions	Settlement	\$4,000.00
12/3/2020	Axos	Northridge Holdings, Ltd.	*0211	Gerald N Falco	Settlement	\$60,000.00
						\$139,445.66

STANDARDIZED FUND ACCOUNTING REPORT for SEC v. Northridge Holdings, Ltd. et al - Cash Basis
 Receivership; Civil Court Case No. 1:2019cv05957
 REPORTING PERIOD 10/01/2020 TO 12/31/2020

Line 10a - Disbursements to Receiver or Other Professionals

Date	Bank Name	Account Name	Account No.	Payee	Description	Amount
10/19/2020	Axos	5097 Elston LP	*0302	Fox Swibel Levin & Carroll, LLP	Hold-back escrow for 2020 tax reparation \$7,000; Receiver's attorneys' fees \$7,000	-\$14,000.00
11/5/2020	Axos	610 Lincoln	*0286	Dickler, Kahn, Slowikowski & Zavell, Ltd.	Payment Pursuant to Fee Application [Dkt. 194]	\$960.00
11/6/2020	Axos	610 Lincoln	*0286	Kutchins, Robbins & Diamond, Ltd.	Order granting fee application [Dkt. 216]	\$2,175.00
11/6/2020	Axos	610 Lincoln	*0286	AlixPartners LLP	Order granting fee application [Dkt. 216]	\$419,742.09
11/6/2020	Axos	610 Lincoln	*0286	Fox Swibel Levin & Carroll, LLP	Order granting fee application [Dkt. 216]	\$182,623.01
12/2/2020	Axos	561 Deere Park	*0278	Fox Swibel Levin & Carroll, LLP	Payment of notice/services costs pursuant to Claims Procedure Order	\$66,774.32
12/4/2020	Axos	610 Lincoln	*0286	Kutchins, Robbins & Diamond, Ltd.	Payment Pursuant to Fee Application July 2020 - September 2020	\$24,620.00
12/4/2020	Axos	610 Lincoln	*0286	AlixPartners LLP	Payment Pursuant to Fee Application July 2020 - September 2020	\$205,749.72
12/4/2020	Axos	610 Lincoln	*0286	Fox Swibel Levin & Carroll, LLP	Payment Pursuant to Fee Application July 2020 - September 2020	\$215,420.97
12/4/2020	Axos	610 Lincoln	*0286	Dickler, Kahn, Slowikowski & Zavell, Ltd.	Payment Pursuant to Fee Application July 2020 - September 2020	\$810.00
12/4/2020	Axos	610 Lincoln	*0286	ALAP Limited	Payment Pursuant to Fee Application July 2020 - September 2020	\$13,070.00
						<u>\$1,117,945.11</u>

Line 10b - Disbursements for Receivership Operations

Date	Bank Name	Account Name	Account No.	Payee	Description	Amount
11/12/2020	Axos	610 Lincoln	*0286	Northridge Holdings	Timber Lake - November Expense:	\$250,000.00
12/2/2020	Axos	610 Lincoln	*0286	Northridge Holdings	Timber Lake - Mortgage Expense	\$100,000.00
						<u>\$350,000.00</u>

Line 10g - Disbursements for Federal and State Tax Payments

Date	Bank Name	Account Name	Account No.	Payee	Description	Amount
12/16/2020	Axos	Northridge Holdings, Ltd.	*0211	Internal Revenue Service	IRS Notice CP504B AMBERWOOD HOLDINGS LP	\$616.77
12/16/2020	Axos	Northridge Holdings, Ltd.	*0211	Internal Revenue Service	IRS Notice CP504B NORTHBRIDGE I	\$205.59
						<u>\$822.36</u>

STANDARDIZED FUND ACCOUNTING REPORT for SEC v. Northridge Holdings, Ltd. et al - Cash Basis
Receivership; Civil Court Case No. 1:2019cv05957
REPORTING PERIOD 10/01/2020 TO 12/31/2020

Entity	Bank Name	Account Number	As of Date	Balance
Amberwood	Axos Bank	***0153	12/31/2020	\$ -
Azlan Group, LLC	Axos Bank	***0161	12/31/2020	\$ -
Brookstone Investment Group, Ltd	Axos Bank	***0179	12/31/2020	\$ -
Cornerstone Limited Partnership	Axos Bank	***0187	12/31/2020	\$ -
Eastridge Holdings, Ltd.	Axos Bank	***0195	12/31/2020	\$ -
Guardian Investment Group, Ltd.	Axos Bank	***0203	12/31/2020	\$ -
Northridge Holdings, Ltd.	Axos Bank	***0211	12/31/2020	\$ 338,763.23
Paragon Group Limited	Axos Bank	***0229	12/31/2020	\$ -
Ridgeview Group I	Axos Bank	***0237	12/31/2020	\$ -
Southridge Holdings, Ltd.	Axos Bank	***0245	12/31/2020	\$ -
Unity Investment Group, Ltd.	Axos Bank	***0252	12/31/2020	\$ 85,675.95
106 Surrey	Axos Bank	***0260	12/31/2020	\$ 2,043,788.31
561 Deere Park	Axos Bank	***0278	12/31/2020	\$ 7,954,741.71
610 Lincoln	Axos Bank	***0286	12/31/2020	\$ 805,591.57
Timber Lake Apartments, LLC	Axos Bank	***0294	12/31/2020	\$ 28,233,265.93
5097 Elston Limited Partnership	Axos Bank	***0302	12/31/2020	\$ 14,010.94
5528 Hyde Park Limited Partnership	Axos Bank	***0310	12/31/2020	\$ 129,716.23
106 Surrey Limited Partnership	Axos Bank	***0328	12/31/2020	\$ -
610 Lincoln Limited Partnership	Axos Bank	***0336	12/31/2020	\$ -
G&C Mueller Family Limited Partnership	Axos Bank	***0344	12/31/2020	\$ -
149 Mason Limited Partnership	Axos Bank	***0351	12/31/2020	\$ -
Beacon Foundation	Axos Bank	***0369	12/31/2020	\$ -
Willow Creek Landscaping LP	Axos Bank	***0377	12/31/2020	\$ -
139 Austin LP	Axos Bank	***0385	12/31/2020	\$ -
149 Mason/Trust #12655	Axos Bank	***0393	12/31/2020	\$ -
Mueller Painting & Decorating	Axos Bank	***0401	12/31/2020	\$ -
Ameritrade	Axos Bank	***0419	12/31/2020	\$ 914.88
				\$ 39,606,468.75

STANDARDIZED FUND ACCOUNTING REPORT for SEC v. Northridge Holdings, Ltd et al - Cash Basis
Receivership; Civil Court Case No 1:2019cv05957
Reporting Period 10/01/2020 to 12/31/2020

Line 13, 14a - Cash & Cash Equivalents

Bank	Balance all accounts as of 12/31/2020
Line 13 Axos Bank	\$ 39,606,468.75
Parkway Bank; First American Bank	
Line 14a (operating accounts)	\$ 375,392.55
Total (including Parkway/FAB operating)	<u><u>\$ 39,981,861.30</u></u>

Line 14b - Investments

Real Property Assets of Receivership - value still being determined

Line 14c - Other Assets or Uncleared Funds

Other Assets of Receivership - Receiver is investigating

Account Name	Parkway Account/ (First American Bank)	Parkway Account/ (First American Bank)	Axos Account	Axos Balance
Amberwood Holdings	*1756	\$546.33	*0153	\$ -
Timberwood Recreational Center Inc	*1845	\$100.00	N/A	\$ -
5528 Hyde Park LP	*2221	\$9,557.20	*0310	\$ 129,716.23
106 Surrey LP N	*2329	\$1,461.43	*0328	\$ 2,043,788.31
149 Mason LP N	*2337	\$714.86	*0351	\$ -
610 Lincoln LP N	*2345	\$184.95	*0336	\$ -
9620 Ivanhoe LP N	*2353		N/A	\$ -
Azlan Group N	*2396	\$695.51	*0161	\$ -
Beechwood Group I LP N	*2418		N/A	\$ -
Brookstone Inv. Group N	*2426	\$810.88	*0179	\$ -
Cornerstone LP N	*2434	\$15,638.89	*0187	\$ -
Eastridge Holdings Ltd N	*2442	\$5,210.47	*0195	\$ -
Guardian Inv. Group N	*2450	\$475.82	*0203	\$ -
Paragon Group N	*2469	\$1,556.59	*0229	\$ -
Ridgeview Group I N	*2477	\$1,891.01	*0237	\$ -
Town Square Mgmt. N	*2485	\$28,315.42	N/A	\$ -
Unity Inv. Group Ltd. N	*2493	\$1,247.20	*0252	\$85,675.95
Glen Ellyn Court Condo Assoc N	*2507		N/A	\$ -
106 Surrey/Trust #14029 N	*2515	\$3,746.10	*0260	\$ -
441-447 N LSD Dr Townhome Assoc N	*2523	\$2,361.52	N/A	\$ -
480-486 N LSD Dr Townhome Assoc N	*2331	\$1,529.15	N/A	\$ -
5097 Elston LP	*2558	\$11,109.73	*0302	\$ 14,010.94
Timberlake Apartments N	*2604	\$198,872.87	*0294	\$28,233,265.93
610 Lincoln/Trust #13741 N	*2612	\$2,994.68	*0286	\$805,591.57
561 Deere Park/Trust #14106 N	*2620	\$33,162.21	*0278	\$7,954,741.71
Southridge Holdings LTD I	*2639	\$2,825.09	*0245	\$ -
Northridge Holdings LTD N	*2647	\$29,191.45	*0211	\$338,763.23
G&C Mueller Family LP	*2353	\$9,627.33	*0344	\$ -
Beacon Foundation	*9622	\$555.71	*0369	\$ -
Willow Creek Landscaping LP	N/A		*0377	\$ -
139 Austin LP	*2701(FAB)	\$896.95	*0385	\$ -
149 Mason/Trust #12655	*7801(FAB)	\$955.39	*0393	\$ -
Mueller Painting & Decorating	*7302(FAB)	\$9,157.81	*0401	\$ -
Ameritrade	N/A	\$ -	*0419	\$ 914.88
	Total Parkway Bank/ (First American Bank)	\$ 375,392.55	Total Axos Bank	\$ 39,606,468.75