

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 20-CIV-21964-CMA**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

TCA FUND MANAGEMENT GROUP CORP.,
et al.,

Defendants.

RECEIVER'S SIXTH QUARTERLY STATUS REPORT

Jonathan E. Perlman, Esq.
Florida Bar No. 773328
jperlman@gjb-law.com
Receiver for the Receivership Entities

-and-

GENOVESE JOBLOVE & BATTISTA, P.A.
100 Southeast 2nd Street, 44th Floor
Miami, FL 33131
Tel: (305) 349-2300
Gregory M. Garno, Esq.
Florida Bar No. 87505
ggarno@gjb-law.com
Elizabeth G. McIntosh, Esq.
Florida Bar No. 1011555
emcintosh@gjb-law.com
*Attorneys for Jonathan E. Perlman, Esq.,
Receiver for the Receivership Entities*

TABLE OF CONTENTS

EXECUTIVE SUMMARY 1

THE RECEIVER’S SIXTH QUARTERLY STATUS REPORT 3

I. BACKGROUND 3

II. RELATED FUNDS..... 4

III. ACTIONS TAKEN BY THE RECEIVER DURING THIS REPORTING PERIOD 5

A. The Receivership Bank Accounts 5

B. Business Operations..... 5

C. Accounting and Forensic Work..... 5

D. Receivership Entities’ Tax Returns..... 6

E. Receivership Entities’ Technology Progress 6

F. Communications with Third Parties..... 7

G. Website/Ongoing Communications..... 7

H. Investor Interviews 7

I. Receivership Entities’ Records 8

J. Investigation of Third Party Litigation Claims 8

K. Investigation of Investor, Subscriber and Redemption Claims, and Preparation of Interim Claims and Distribution Plan 9

IV. CHAPTER 15 PROCEEDINGS..... 9

V. CAYMAN ISLANDS PROCEEDINGS..... 10

VI. RECEIVERSHIP ESTATE ASSETS 10

A. Cash Assets 10

B. Special Purpose Vehicles 11

1. SPV – Domestic..... 12

2. SPV – International..... 13

3. SPV – Real Property and Other Assets 14

C. Loan Portfolio..... 15

1. Sale of the Loan Portfolio 15

2. Continuing Overview of the Loan Portfolio..... 16

a. Performing and Active Matters..... 17

b. Loans Transferred to GJB for Legal Action..... 19

c. Other/Post-Judgment Collections..... 29

d. Resolved Matters 34

D. TCA Aerospace 35

E. Third Party Litigation Initiated by the Receiver	36
F. Litigation Initiated by the Master Fund Against Borrowers.....	37
VII. THE RECEIVER’S OBSERVATIONS.....	56
VIII. CONTINUING WORK.....	57

EXECUTIVE SUMMARY

1. On May 11, 2020, this Court appointed Jonathan E. Perlman, Esq. as Receiver over Defendants and Relief Defendants TCA Fund Management Group Corp., TCA Global Credit Master Fund, LP, TCA Global Credit Fund GP, Ltd., TCA Global Credit Fund LP, and TCA Global Credit Fund, Ltd. *See* [ECF No. 5]. On May 18, 2020, the Court expanded the Receivership to include TCA Global Lending Corp., which served as a “tax blocker” for the TCA Global Credit Fund, Ltd. feeder fund investors. *See* [ECF No. 16].
2. At the time of the Receiver’s appointment, the Receivership Entities’ combined U.S. bank accounts had a total balance of \$287,683. The Receivership Entities’ bank accounts at Axos Bank currently have a combined balance of \$66,876,885, an increase of over \$3.4 million from the last Report. Income and expenses are reflected in Exhibit “A” attached.
3. During the Sixth Reporting Period, the Receiver, conducted due diligence on multiple alternatives for maximizing value from 2,134 acres of wetlands on the Bolivar Peninsula in Galveston, Texas, including investment in the parcels’ mitigation potential. The Receiver ultimately successfully negotiated a sale of the parcels for \$2,524,000, an amount equal to the highest of five appraised values for the properties. The Receiver obtained the Court’s approval to sell the parcels, and the Receiver closed on the sale on November 15.
4. During the Sixth Reporting Period, the Receiver also closed on the sale of the assets of Champion Pain. In addition, the Receiver received the last of the proceeds from the three Indumate SPV sales, including amounts held in escrow. The Receiver also completed negotiating an agreement for the sale of EP World’s assets.
5. The Receiver and Rehmann, the Receiver’s tax consultant, also prepared and filed the Receivership Entities’ 2020 federal income tax returns.
6. The Receiver and GJB made significant progress to resolve loans and other claims within the Receivership litigation portfolio. In the matter *TCA Global Credit Master Fund, L.P. v. Groupe Mercator Transport US, Inc., 8894132 Canada, Inc., 8895791 Canada, Inc., d/b/a UTC Air Ground, and Jean-Pierre Apelian*, Broward County Circuit Court, Case No. CACE-19-000406 (14), the Receiver successfully obtained summary judgment on liability, and tried the case on the amount of damages owed. On October 19, 2021, the court entered final judgment against corporate guarantor defendants for \$4,392,640.24, and against individual defendant Jean-Pierre Apelian for \$1,500,000, plus post judgment interest.
7. The Receiver also settled litigation claims against Medytox for \$500,000; obtained a judgment against Luxe Boutiques for \$600,000; and obtained default final judgments against Ludvik Holdings for \$640,849.32, and against Jeremy G. Ostrowski and Jocelyne Hughes-Ostrowski for \$37,849,753.42.
8. The Receiver continued to serve individuals and financial institutions with subpoenas for documents and information.

CASE NO. 20-CIV-21964-CMA

9. In September 2021, the Receiver engaged B. Riley Advisory Services (“B. Riley”) to facilitate the sale of the loan portfolio, consisting of debt obligations (and recently obtained judgments) with a face principal amount (excluding interest) in excess of \$100 million. During the Sixth Period, B. Riley prepared and sent solicitation materials to over one-hundred-seventy-five potential purchasers with an invitation to participate in the sales process. Thirty-nine potential purchasers expressed interest, and twenty-four executed non-disclosure agreements so they could access the due diligence data room. Seventeen potential purchasers are currently conducting due diligence on the loan portfolio. The Receiver plans to set final bidding rules and deadlines in the next few weeks.
10. During this Sixth Reporting Period, the Receiver also continued to litigate the first of his fraudulent transfer lawsuits. The Receiver issued additional demand letters to third parties seeking to claw back fraudulent transfers, and entered into tolling agreements with potential defendants in certain cases where the transfer recipients have agreed to discuss settlement. The Receiver and his professionals also continued to investigate and prepare additional lawsuits seeking recoveries on behalf of stakeholders.
11. The Receiver and his professionals completed their analysis of the data received from nominees and beneficial owners regarding individual beneficial-owner-level transactions to aid the Receiver in developing his upcoming distribution plan.

THE RECEIVER'S SIXTH QUARTERLY STATUS REPORT

Jonathan E. Perlman, as court-appointed Receiver (the "Receiver") over the Receivership Defendants TCA Fund Management Group Corp. ("FMGC") and TCA Global Credit Fund GP, Ltd. ("GP") (FMGC and GP are hereinafter referred to collectively as "Defendants") and Relief Defendants TCA Global Credit Fund, LP ("Feeder Fund LP"), TCA Global Credit Fund, Ltd. ("Feeder Fund Ltd.," and with Feeder Fund LP, "Feeder Funds"), TCA Global Credit Master Fund, LP (the "Master Fund") (Master Fund, together with Feeder Funds, are the "Funds"), and TCA Global Lending Corp. ("Global Lending") (Defendants, the Funds, and Global Lending are hereinafter referred to collectively as the "Receivership Entities"), by and through undersigned counsel and pursuant to this Court's order appointing the Receiver [ECF No. 5], respectfully submits his Sixth Quarterly Status Report (the "Report").

I. BACKGROUND

The Receiver filed his First Quarterly Status Report on August 4, 2020 (the "First Report") and his Second Quarterly Status Report (the "Second Report") on November 5, 2020. *See* [ECF Nos. 48, 70]. The First and Second Reports provide background information on the events leading up to the appointment of the Receiver and provide a detailed explanation of the Receivership Entities and the Receiver's professionals.¹ This Report covers the period since the filing of the Fifth Quarterly Status Report (the "Fifth Report"), filed on August 6, 2021, [ECF No. 163], to the

¹ All capitalized terms will have the same meaning as defined in the Receiver's First Report and First Interim Omnibus Application for Allowance and Payment of Professional Fees and Reimbursement of Expenses for May 11, 2020 Through June 30, 2020. [ECF No. 48, 55]. *See also*, the Receiver's Third Quarterly Status Report ("Third Report") filed February 3, 2021 [ECF No. 108].

date of this filing (the “Sixth Reporting Period”).² This Report contains assessments and observations, which are subject to change as the Receiver and his professionals continue to conduct their investigation and review the affairs of the Receivership Entities and related parties.

II. RELATED FUNDS

As discussed in prior Reports, two affiliated investment funds with overlapping management and employees, TCA Opportunities Fund, I-A, LP (“TCA Opportunities Fund”) and the TCA Special Situations Credit Strategies ICAV (an Irish Collective Asset Vehicle incorporated in Ireland) (“TCA ICAV”), marketed themselves as operating under the “TCA Capital” umbrella.

During the Sixth Reporting Period, the Receiver continued to engage with the TCA ICAV Joint Official Liquidators regarding the \$1.2 million claim the Receiver submitted in the TCA ICAV voluntary liquidation pending in Ireland, and interrelated loans and transactions. The Receiver issued subpoenas for information to Precision Aerospace, LLC (“Precision Aerospace”) (a wholly owned subsidiary of TCA Opportunities Fund) and thereafter obtained an order compelling production. *See* [ECF Nos. 168, 169]. During this Reporting Sixth Period, the Receiver’s professionals analyzed the documents provided and issued a demand for access to additional records and information located at, or belonging to, TCA Opportunities Fund. Counsel for TCA Opportunities Fund states he is looking into the location of all such documents and information, and whether his client will voluntarily allow the Receiver access to all such documents and information. The Receiver will file a motion to compel shortly if access is not immediately forthcoming.

² The Sixth Interim Omnibus Application for Allowance and Payment of Professional Fees and Reimbursement of Expenses for July 1, 2021 through September 30, 2021, being filed shortly hereafter, covers a slightly different timeframe than the Sixth Reporting Period.

III. ACTIONS TAKEN BY THE RECEIVER DURING THIS REPORTING PERIOD

A. The Receivership Bank Accounts

The Receiver continues to maintain five Receivership bank accounts at Axos Bank. As of the filing of this Report, the Receivership accounts have a total balance of \$66,876,885. A schedule of the Receiver's receipts and disbursements is attached hereto as Exhibit "A."

B. Business Operations

DSI continued to provide financial advisory services to aid in overseeing operations and maximizing the value of SPVs, and other Receivership assets.

C. Accounting and Forensic Work

During this Sixth Reporting Period, Yip Associates completed its analysis of monthly NAV packages for the period of February 2012 through November 2019 to quantify IB Fees and reconcile those due to the actual amounts paid, as necessary for various purposes, including preparation of the distribution plan, tax analyses, and loss analyses.

During this Sixth Reporting Period, Yip Associates also completed the following analyses in connection with the Receiver's distribution analysis and formation of a liquidation plan:

- (1) Reviewed available investor subscription contracts and redemption requests;
- (2) Reconciled investor transactions based on the Circle Partners' records to the database of Analyzed Bank Accounts in order to verify the transactions;
- (3) Traced transfers between investors (of which there are over 1,300 instances) and switches between currencies (of which there are 490 instances);
- (4) Analyzed records received from nominees and ultimate beneficial account holders in order to complete the reconciliation of the Circle Partners' records to determine the ultimate beneficial account holder for each nominee transaction; and
- (5) Calculated the investment gains included in the transactions for transfers and switches, which needed to be excluded to determine the investor claim amounts on a cash basis. Additionally, since various investments were made in different currencies (i.e. Euro, Great British Pound, Swiss Francs), Yip Associates converted the total subscriptions and total

redemptions into U.S. Dollars as of the date of the Receiver's appointment on May 11, 2020.

As a result of Yip Associates' work during the Sixth Reporting Period, 1,461 unique investors have been identified who collectively invested approximately \$1.16 billion through the Feeder Funds. Additionally, Yip Associate determined each investor's status as a net winner, net loser, or subordinated net loser. Yip Associates also prepared various scenario distribution calculations under the Net Investment (Pro Rata) and Rising Tide Methods, to assist the Receiver in preparing his proposed interim distribution plan.

D. Receivership Entities' Tax Returns

During this Sixth Reporting Period, Rehmann, the Receiver's tax consultant, prepared and filed 2020 federal income tax returns for each of the Receivership Entities. The filed tax returns were "notice" filings, which placed the Internal Revenue Service ("IRS") on notice that (1) the Receivership Entities are currently in Receivership; (2) prior filings regarding income and taxes due appear overstated; and (3) the returns will be amended once the Receiver and his professionals have assembled reliable and accurate tax reporting information.

Also during this Sixth Reporting Period, Rehmann continued to gather information needed to prepare the necessary income tax filings, prepared various tax forms, reviewed outstanding tax issues, and coordinated tax compliance matters for the Receivership Estate. Rehmann, with the Receiver's assistance, also attended to other tax-related matters, including handling tax issues that arose pre-receivership, tax issues relating to certain SPVs and asset dispositions, and execution of various IRS forms on behalf of the Receivership Entities.

E. Receivership Entities' Technology Progress

The Receiver continues to request and receive voluminous amounts of documents, which are continuously uploaded and maintained by E-Hounds on a secure searchable database. The

Receiver's professionals continue to review these documents. During the Sixth Reporting Period, GJB and the Receiver continued negotiating with Tierpoint (a former technology service provider for one of the Receivership Entities) to reduce ongoing monthly expenses.

F. Communications with Third Parties

During the Sixth Reporting Period, the Receiver served additional persons and entities with the Court's appointment orders, document requests, and demands for turnover of information and continued pressuring financial institutions to provide requested documentation. The Receiver issued subpoenas to additional former service providers to the Receivership Entities. Productions from such persons and entities continue to be reviewed and analyzed by GJB. The Receiver will continue to work with these persons and entities to secure compliance with these document requests, and if necessary, seek an order of the Court compelling them to do so.

G. Website/Ongoing Communications

The Receiver continued to maintain the toll-free Receivership "Hotline" at 833-984-1101 and 305-913-6731, and an email address for general inquiries: receiver@tcafundreceivership.com. The Receiver also regularly updated the Receivership website www.tcafundreceivership.com to provide updated information for investors and interested parties. This Report will be posted on the Receivership website. The Receiver also plans to send the Report to investors for whom the Receiver has e-mail addresses.

H. Investor Interviews

The Receiver and his team continued to communicate with investors and investment advisors (many of whom represent multiple investors) about the status of the Receivership and the various levels of analysis the Receiver and his Retained Professionals have undergone over the Sixth Reporting Period. The Receiver also continues to maintain a repository of documents and

information provided by investors.

I. Receivership Entities' Records

The Receivership Entities' records contain millions of pages of documents relating to: (1) assets, (2) operations, (3) personnel files, (4) marketing, and (5) compliance with industry norms and regulations. The Receiver and his professionals continued to review the Receivership Entities' corporate business records. The Receiver and his team also continue to review data and information from various sources in response to requests and subpoenas.

J. Investigation of Third Party Litigation Claims

During the Sixth Reporting Period, the Receiver and his professionals continued to investigate numerous third party claims that the Receiver expects to begin filing, as the Receivership moves into its next phase. In addition, the Receiver negotiated with counsel to handle a number of fraudulent transfer litigation matters on a contingency fee basis in order to minimize expense and risk of loss to the Receivership Estate. The Court approved the retention of GJB on a contingency fee basis to pursue certain fraudulent transfer claims. *See* [ECF Nos. 155, 156]. GJB issued multiple third party demand letters and engaged in substantive communications with those represented third parties regarding the alleged claims. GJB continues to investigate and analyze all potential fraudulent transfer claims and other potential sources of recovery available to the Receiver.

In addition, the Receiver continues to have discussions with counsel for former management of the Receivership Entities on various issues. In September 2021, Robert Press entered into a settlement with the SEC with respect to claims the SEC had pled against him in this case. Under this settlement, amongst other things, Press is required to pay to the Receiver \$5,457,294 over the next 18 months. On September 30, 2021, the Receiver received the first

installment of \$1,364,326. This settlement, however, does not resolve the Receiver's claims against Press and others. Previously, the Receiver made a timely demand on certain insurance coverage totaling \$5,000,000 maintained by the Receivership Entities. It is the hope of the Receiver that a mediation will occur in the next 60 days if the parties' pre-mediation attempt to resolve the claims are unsuccessful.

K. Investigation of Investor, Subscriber and Redemption Claims, and Preparation of Interim Claims and Distribution Plan

On March 8, 2021, the Receiver filed a Motion to Compel Financial Institutions to Disclose the Investment Details of Beneficial Owners. [ECF No. 118].

During the Sixth Reporting Period, the Receiver and his professionals continued to work on a comprehensive data collection and analysis project from information received from financial institutions, nominees, custodian account managers, financial advisors, and/or the beneficial owners directly disclosing the ultimate beneficial owners and their investment transaction history. Nominees, custodian account managers, financial advisors, and beneficial owners who have not complied with the Court's order above are urged to do so, as investors who have not complied may be declared ineligible to assert or be awarded a recovery under the distribution plan. The Receiver and GJB communicated with these parties in attempts to secure their compliance with the Court's orders. Additionally, GJB and the Receiver communicated with nominees, beneficial owners, and financial institutions to secure the data necessary to complete the analysis the Receiver will use in his formulation of a liquidation and distribution plan. The investor pool identified to date has grown from the initial list of approximately 430 investors to over 1400 investors.

IV. CHAPTER 15 PROCEEDINGS

During the Sixth Reporting Period, the Receiver and the Cayman Island-recognized joint liquidators for Feeder Fund Ltd. ("JOLs") discussed working together on issues that might present

a win-win opportunity for their two estates, including their respective stakeholders.

V. CAYMAN ISLANDS PROCEEDINGS

During this Sixth Reporting Period, Collas Crill continued to provide the Receiver with advice and assistance regarding ongoing regulatory and tax matters in the Cayman Islands. The Receiver and Collas Crill continue to communicate with the Cayman Islands Monetary Authority to provide updates on the Receivership. In addition, during the Sixth Reporting Period, the Receiver, GJB, and Collas Crill gathered information necessary to make appropriate FATCA and CRS filings with the Cayman authorities, as well as to consider issues with regard to such reporting requirements.

VI. RECEIVERSHIP ESTATE ASSETS

A. Cash Assets

In accordance with the Receivership Order, the Receiver and GJB continue to identify financial accounts associated with the Receivership Entities, as well as advise these financial institutions of the existence of the Receivership Estate and the asset freeze ordered by the Court. To date, the Receiver has recovered \$71,784,179 for the Receivership Estate. In addition to the Receivership Estate's bank accounts at Axos Bank, the following is a brief description of the steps taken regarding financial institutions since the filing of the Fifth Quarterly Status Report:

i. BB&T/Truist Bank: BB&T was the primary banking institution for the Receivership Entities' portfolio and SPV operations. On May 11, 2020, there were twelve (12) bank accounts operated by FMGC at BB&T. The Receivership Entities primarily used the BB&T accounts to secure loan or investment banking fee payments from debtors and SPVs, as well as lock boxes that allowed borrowers' clients to deposit funds. Ultimately, FMGC would "sweep" FMGC's loan or fee payment from that account and then wire the remainder to the borrowers.

Three accounts at BB&T remain open for the benefit of SPVs that the Receivership owns or controls. The underlying funds at BB&T reside at the SPV level, and the Receiver and his professionals have visibility and oversight into the accounts noted below.

<u>SPV Name</u>	<u>Bank Name</u>
Xcell	BB&T
Transmarine	BB&T
Transmarine	BB&T

The Receiver maintains one additional BB&T account in the name of TCA Fund Management Group Corp. This account is a general lockbox to receive funds deposited from various loan portfolio clients and is maintained in case additional funds are received from portfolio clients, even though the Receiver and his Retained Professionals have directed loan portfolio clients to begin making payments to the Receivership accounts at Axos Bank. The TCA Fund Management Group Corp. account at BB&T has a balance of \$278,787.

B. Special Purpose Vehicles

The Receivership's assets include businesses that the Master Fund owns (typically as 100% member/manager) through SPVs. As previously described, the Master Fund typically began its relationship with these businesses by providing secured debt financings. When the borrower failed to meet its obligations, the Master Fund sued and ultimately executed an Article 9 UCC foreclosure sale of the borrower's assets to a newly formed entity owned by the Master Fund that would resume operations.

Below is a summary of the SPVs and their status, broken down into investment categories:

1. SPV – Domestic³

Pivot Energy aka TCA Microgrid, LLC. The sale of TCA Microgrid assets concluded during the Fifth Reporting Period, as set forth in the Fifth Report. [ECF No. 163 at p. 6]. The sale of TCA Microgrid netted the Receivership Estate almost \$52 million. The Receiver continued to address post-closing tax issues relating to TCA Microgrid during the Sixth Reporting Period.

National Healthcare/Champion Pain Care. During the Sixth Reporting Period, negotiations successfully concluded with the sale of this SPV. Due to the unique nature of the pain clinic/management industry, the individual licensing issues that arise with such a regulated field, and the lack of market for pain management clinics at the present time, the Receiver and his professionals determined it was in the best interest of the Receivership Estate to enter into two separate Asset Purchase Agreements, one for each practice, to sell the assets of Champion Pain back to the operating doctors. During the Sixth Reporting Period, the Asset Purchase Agreements were signed and the transactions closed. [ECF Nos. 178, 179]. The sale of Champion Pain's assets resulted in two lump sum payments to the Receivership Estate in the amounts of \$44,000 and \$146,000.

Transmarine. During the Sixth Reporting Period, Transmarine continued to operate on a positive basis without the need for capital infusion. The Receiver continued to monitor this investment and consider strategic options. In addition, the Receiver and Transmarine retained a third party to provide an independent party valuation of the company.

The Receiver and his professionals also continued to work with Transmarine and the tax attorneys it retained to resolve a tax liability claim asserted by the IRS. As explained in the Fifth

³ For a detailed analysis of each asset and its position within the portfolio, please *see* Section 6.B of the First Report.

Report, Transmarine's counsel has requested an administrative hearing to dispute the IRS claim and representatives from the IRS have agreed to meet to discuss the situation. The Receiver will continue to work on a sales process to maximize value and will execute on such plan as soon as the IRS claim is resolved. Management has expressed concerns regarding the length of time it is taking to obtain the IRS hearing, which is outside of the Receiver's control, and may be at risk of resigning if no solution can be found.

2. SPV – International

Indumate. During this Sixth Reporting Period, Indumate wired into the Master Fund Receivership account the remainder of the amounts due from the various Indumate transactions. On August 25, 2021, Indumate wired the Receivership Estate 475,000 SEK, and in October Indumate wired all of the remaining funds. This matter is now closed.

Cleland Ltd. As discussed previously, the Receiver's professionals in Scotland successfully obtained a limited defense against money laundering application from the UK National Crime Agency, a necessary step towards full re-registration of the subject property. Scotland counsel also formally commenced proceedings to complete the registration. Once completed, the Receiver will engage in a sales process for the property. During the Sixth Reporting Period, counsel continued to progress the matter as necessary to complete registration and market the real estate for sale.

JLE Holdings, LTD/Zeecol Finance LLC. SPV Zeecol Finance LLC is the record owner of JLE Holdings, a New Zealand company in the electrical contracting business in New Zealand, Australia, and Papua New Guinea. As discussed previously, a prior owner of JLE asserted a significant ownership interest in JLE and Zeecol and filed a lawsuit in New Zealand seeking legal determination and enforcement of such purported ownership interest. The Receiver and his New

Zealand counsel discussed settlement with opposing counsel as well as the legal ramifications of plaintiff's violation of the stay provisions of this Court's Receivership Appointment Order. During the last reporting period, JLE commissioned and received an independent evaluation of the business. The report included a current valuation of approximately \$4.2 to \$5.3 million in U.S. Dollars. The value to the Receivership of course remains highly dependent on resolution of the dispute with plaintiff over his claimed ownership interest.

During this Sixth Reporting Period, the Receiver and DSI continued to closely monitor JLE's business operations and improving profitability. Onsite oversight continued to be provided by outside Chief Restructuring Officer Connor McElhinney of the McGrath Nicol Firm. The Receiver continued to negotiate with the prior owner, and the parties reached an agreement in principle to conduct a formal mediation process to hopefully resolve the matter expeditiously and efficiently.

3. SPV – Real Property and Other Assets

Galveston, Texas Real Property (owned through SPV TCA Acquisitions III, LLC).

This "Property" consists of three separate non-contiguous tracts of 2,134 acres, 77 acres and 30 acres on Bolivar Peninsula in Galveston County, Texas, primarily wetlands accessible only by airboat.⁴ During the Sixth Reporting Period, the Receiver, conducted due diligence into numerous alternatives for maximizing value, including investment in the parcels' mitigation potential. The Receiver ultimately successfully negotiated a sale of the parcels for \$2,524,000, an amount equal to the highest of five disinterested and independent appraised values commissioned by the parties, to Hilcorp Energy Company, subject to higher offers that might be received following publication

⁴ The Property was held in the name of TCA SPV TCA Acquisitions III, LLC, which was 100% owned by Receivership Entity Master Fund.

of an overbid procedure.⁵ The Receiver thereafter sought and obtained the Court's approval to sell the Property under such terms and process, *see* [ECF Nos. 180, 181], and published the terms and overbid invitation to ensure the highest possible sale price. [*Id.*]. The bid period expired on November 5, 2021, with no higher bid received. The sale of the Property thereafter closed on November 15, 2021.

Lexington, North Carolina Real Property. TCA Share Holdings, LLC (f/k/a TCA MCA, LLC (NV)), is the titleholder of certain real property located at 419 Salem Street, Lexington, North Carolina. The Master Fund is the 100% equity owner of TCA Shareholdings, LLC. The Receiver is in the process of marketing this property for sale.

C. Loan Portfolio

1. Sale of the Loan Portfolio

In September 2021, the Receiver engaged B. Riley to facilitate the sale of the loan portfolio. B. Riley prepared marketing materials and sent solicitations to its extensive network of financial professionals and potential purchasers to participate in the sales process. These parties included investors, hedge funds, and private equity firms.

Thirty-nine investors expressed interest in the opportunity, and twenty-four ultimately executed Non-Disclosure Agreements ("NDA") and were given access to the data room. Seventeen potential investors continue to conduct due diligence on the loan portfolio in preparation for the bidding process. The Receiver and his counsel have met with prospective purchasers upon request to answer their due diligence inquiries where appropriate. The Receiver plans to set final bidding rules and deadlines in the next few weeks.

⁵ Due to the uncertainty and potential costs involved, the Receiver determined not to proceed with wetland restoration or wetland compensatory mitigation.

2. Continuing Overview of the Loan Portfolio

As explained in previous Reports, the Fund prospectuses, annual financial audits, and monthly and other reports suggest that one of the Receivership's most substantial and valuable assets are performing loans. As explained in prior Reports, however, the Receiver and his professionals discovered that there were only two performing loans, and two others that were paying regularly, but far less than the monthly amount due under their loan agreements. One of the performing loans took advantage of early payoff as described in the portfolio detail. During the Fifth Reporting Period, DSI worked with the Receiver's counsel to evaluate pre-litigation settlement strategies for several matters. Mark Cardinale, guarantor of borrower Sprockets Retail, completed payments under his agreed payment plan.

As noted in the category subheadings below, the portfolio is classified into four categories as follows:

1. Performing and Active Matters
2. Transferred to GJB for Legal Action
3. Other/Post Judgment Collection
4. Resolved Matters

Performing and active matters are generally situations where the portfolio debtor is engaged in communication with DSI or GJB, and is making periodic monetary payments. Loans Transferred for Legal Action comprise the largest portion of the portfolio. Resolved Matters include portfolio matters where the loan has either been administered, is in a bankruptcy subject to a claim and future claim payments, has been paid off, or has been deemed to be uncollectable and the file closed. The Other/Post Judgment Collection category includes portfolio debtor matters where a judgment has been obtained. For those matters where the Receiver has obtained favorable

cash settlements, such as Medytox this quarter, such loans will not be sold in the upcoming loan portfolio sale.

A current summary of the loan portfolio,⁶ including those that are in litigation, is outlined below:

a. Performing and Active Matters

Amian Angels (f/k/a Oncologix):

Loan Origination:	January 2014
Loan Principal:	\$144,428
Loan Interest:	\$2,118
Last Payment:	July 2021
Remaining Balance:	\$146,546
Status:	Communicating and Making Payments

Amian Angels continues to make monthly payments under its payment schedule of \$8,030.53 to Master Fund. The Receiver and his professionals were in negotiations for a lump sum resolution of the outstanding debt with Amian Angels; however, those negotiations were unsuccessful. Amian Angels has continued to make its contractual monthly payments.

EP World, Inc.

Capital Infusion:	\$100,000
Last Payment:	July 2021
Status:	Communicating and Making Payments

TCA wrote off the original loan when this entity became an SPV. Monthly payments of \$1,417 are being made to the Master Fund based on a \$100,000 infusion of capital made pre-receivership. The Receiver has agreed to terms of sale to the manager of the SPV who will purchase the SPV and pay off the remaining capital infusion. The Receiver expects to finalize the terms of the agreement in the next few days.

Pacific Ventures

Loan Origination:	June 2017
Loan Principal:	\$2,399,966

⁶Interest is calculated in Section VI.C as of September 30, 2021.

CASE NO. 20-CIV-21964-CMA

Loan Interest:	\$821,088
Total Balance:	\$3,221,054
Last Payment:	August 2021
Status:	Communicating and Making Partial Payments

Prior to the Receiver's appointment, the Defendants permitted PACV to pay only \$10,000 (not the required \$75,000) per month, to avoid a default so PACV could attempt to complete a capital raise. During the Sixth Reporting Period, PACV continued its efforts to complete a capital or debt raise to pay off the purchase debt for both San Diego Farmers' Market and Seaport Meat and continued to make \$10,000 payments. During this period, PACV and the Receiver engaged in further discussions to amicably resolve the outstanding obligation. If this loan is not settled, it will be included for sale as part of the loan portfolio.

Nassau Holdings

Loan Origination:	March 2017
Loan Principal:	\$263,005
Loan Interest:	\$68,505
Total Outstanding:	\$331,510
Last Payment:	July 2021
Status:	Communicating and Making Payments

Nassau Holdings ("Nassau") provides media and communications services, real estate, marine services, and food services through its subsidiaries. Nassau Holdings owns and operates radiobroadcasting stations in Maine, New Hampshire, Vermont, New Jersey, Pennsylvania, and Maryland. For this transaction, the Master Fund only took a senior position on three (3) entities (Nassau Publications, LLC, RH LeChard Marine Contracting, and Nassau Journals, LLC). Nassau and the Master Fund entered into a Senior Secured Credit Facility Agreement for \$3 million and a promissory note for \$675,000 effective March 31, 2017 that was extended (maturity date) on October 5, 2018 and again on August 5, 2019. The borrower was making payments of \$500, but ceased beginning August 2021. This loan will be included for sale as part of the loan portfolio.

b. Loans Transferred to GJB for Legal Action**Redfin Network, Inc.**

Loan Origination:	October 2012
Loan Principal:	\$552,063
Loan Interest:	\$286,793
Legal Fees:	\$14,000
Total:	\$852,857
Last Payment:	May 2020

Redfin Network, Inc. (“Redfin”) was a credit card processing business, located in Florida. Redfin and the Master Fund entered into a Senior Secured Revolving Credit Facility Agreement for \$3,000,000 and a Revolving Promissory Note effective October 26, 2012 for \$350,000 related to working capital financing. The business was transferred to the Master Fund in lieu of foreclosure in July 2013. The borrower was making payments until March 2020, but thereafter claimed to be experiencing a business downturn due to the COVID-19 pandemic. The Master Fund had attempted to negotiate a \$200,000 payoff with the borrower, and DSI thereafter unsuccessfully attempted to engage with the borrower. GJB has learned that the borrower continues to state an inability to meet even the \$200,000 payoff amount. GJB’s investigations revealed that current numbers show negative net income for the business, but did reveal approximately \$170,000 in Redfin’s business account, and other related accounts appear to show assets of about \$300,000. GJB sent a final default letter to Redfin and all guarantors and attempted to settle the matter this Period without success. This loan will be included for sale as part of the loan portfolio if it cannot be settled.

Arrayit Corporation

Loan Origination:	December 2015
Settlement Principal:	\$88,462
Accrued Interest:	\$24,283
Total:	\$112,745

Arrayit Corporation (“Arrayit”) is a manufacturer of laboratory equipment and supplies.

CASE NO. 20-CIV-21964-CMA

TCA Global Credit Master Fund, LP and Arrayit entered into a Senior Secured Revolving Credit facility agreement for \$5,000,000 and a Revolving Note for \$750,000 both effective December 18, 2015. The Credit Agreement and Revolving Note were amended multiple times to resolve existing defaults, acknowledge balance owed, and agree to distribution of funds from the lockbox account. Arrayit made payments through March 2020, but failed to make payments thereafter. The total amount remaining on the loan is \$112,745. This loan will be included for sale as part of the loan portfolio.

Inventergy Global Inc.

Loan Origination:	December 2017
Loan Principal:	\$2,326,418
Loan Interest:	\$ 1,864,236
Fees w/ Interest:	\$9,918,136
Total Outstanding:	\$14,108,790
Last Payment:	May 2018

The borrower is an intellectual property and patent litigation company located in California. The loan is in default as of April 29, 2018, and the last payment was made on May 28, 2018. A settlement agreement was entered into in November 2018, pursuant to which borrower was to obtain other financing by February 28, 2019 for \$1 million. Pursuant to the settlement agreement, the Master Fund and the other lender would then enter into an inter-creditor agreement, and the Master Fund would receive \$200,000 at closing. The borrower did not obtain financing pursuant to the terms of the settlement agreement, and at this time, no inter-creditor agreement exists. The borrower failed to make any payments to Master Fund for two years prior to going into receivership. This loan will be included for sale as part of the loan portfolio.

First Class Vacations

Loan Origination:	April 2014
Loan Principal:	\$639,184
Loan Interest:	\$704,344
Total:	\$ 1,379,517
Last Payment:	February 2020

The borrower is a cruise ship business located in Florida. Borrower and Master Fund entered into two separate forbearance agreements, and monthly payments were set to begin in early 2020. The borrower only made one partial payment in February 2020, and claims it suffered from cancellations of reservations associated with the shutdown of the entire cruise ship industry during the ongoing COVID-19 pandemic. During this Sixth Reporting Period, on August 25, 2021, the Receiver obtained a Final Consent Judgment was entered against First Class Vacations, Inc., Firefly Travel Corp., Jeff Nahom, and Rebecca Nahom in the amount of \$1,357,574.04. This loan will also be included for sale as part of the loan portfolio.

GrowSolutions

Loan Origination:	December 2015
Loan Principal:	\$545,823
Loan Interest:	\$ 560,242
Total:	\$ 1,106,065
Last Payment:	January 2020
Status:	No Further Action

DSI and GJB completed their evaluation of TCA's interest in the stock, as discussed in prior reports. The stock will be included for sale along with the loan portfolio.

Bitzio, Inc. (aka Cleantech)

Loan Origination:	December 2015
Loan Principal:	\$5,318,568
Loan Interest:	\$ 1,933,777
Remaining Balance:	\$ 7,252,345
Last Payment:	January 2020

Bitzio, Inc. ("Bitzio") operates in the apparel sector and owns 3-4 apparel lines. The Master Fund and Bitzio, Inc. entered into a Senior Secured Revolving Credit Facility Agreement for \$5,000,000 and a Senior Secured Revolving Convertible Promissory Note for \$2,900,000 effective December 31, 2015 to purchasing the stock of GS Cleantech Corporation ("GS Cleantech") as a debt repayment. GS Cleantech is in the ethanol production industry. The loan went into default as

of October 11, 2018. Bitzio, Inc. stopped making royalty payments to the Master Fund in January 2020. The Master Fund is a senior secured creditor on all Bitzio, Inc.'s assets. A notice of default was prepared and served. The loan is included for sale as part of the loan portfolio.

ITS Solar

Loan Origination:	May 2017
Loan Principal:	\$3,557,903 (includes \$2,000,000 investment banking fee)
Loan Interest:	\$ 2,373,395
Total:	\$ 5,931,298
Last Payment:	May 2020

ITS Solar is a solar panel, automation and services company based in Millstadt, Illinois. The Master Fund is a senior secured creditor on all of ITS Solar's assets. Additionally, there is a personal guaranty on the loan. The last payment made was for \$40.60 in May 2020. During discussions with DSI, the borrower indicated that they dispute the outstanding balance per the Master Fund records. This loan will be included for sale as part of the loan portfolio.

LUC Group (Legacy Underground)

Loan Origination:	July 2019
Loan Principal:	\$1,958,004
Loan Interest:	\$ 542,066
Fees w/ Interest:	\$321,081
Total:	\$2,821,151
Last Payment:	May 2020

The borrower provides sewer and water utility infrastructure installations in Illinois. On June 14, 2019, TCA and LUC Group entered into a Senior Secured Revolving Credit Facility Agreement and Senior Secured Revolving Promissory Note in the original principal amount of \$3 million. The note is secured by a security agreement, also dated June 14, 2019, which grants a continuing and unconditional first priority security interest in and to all property of LUC Group. The LUC Group loan is currently in default, with the last payment made in May 2020. The borrower offered to settle the loan for a minimal payoff amount. GJB completed review and

investigation of the loan and prior settlement efforts, and served a formal default upon LUC Group. The Franklin Capital Group thereafter appeared, claiming a senior secured position in all assets of LUC Group. The loan will be included for sale as part of the loan portfolio.

Bantek, Inc. (f/k/a DroneUSA, Inc.)

Loan Origination:	September 2016
Loan Principal:	\$5,500,000
Loan Interest:	\$ 3,599,881
Total Outstanding:	\$ 9,149,881
Last Payment:	July 2019

DroneUSA, located in Connecticut, is one of two divisions of Bantek. The other Bantek division is Howco Distribution. Bantek is a public company. DroneUSA appears to have ceased operations. During communications with DSI, the borrower disputed the outstanding loan balance and made a low settlement offer. GJB served a formal demand that the borrower ignored. GJB drafted a complaint for breach of the settlement agreement and Second Replacement Note, but held off on filing suit as the loan is being included for sale as part of the loan portfolio.

MPI

Loan Origination:	December 2015
Loan Principal:	\$30,000 (Settlement Amount)
Total Outstanding:	\$28,200
Last Payment:	August 2021

MPI Industries, LLC performs infrastructure services for telecommunications including construction servicing and maintenance of wireless towers. On February 16, 2018, TCA filed an Adversary Proceeding in the Bankruptcy Court styled as *TCA Global Credit Master Fund, LP v. David Ristick*. On January 2, 2019, David Ristick and TCA entered into a Settlement Agreement stipulating that TCA shall receive \$30,000 in addition to any distributions related to its allowed claim (\$5,227,940.09) in full and final satisfaction of all claims TCA has against MPI and all guarantors. The \$30,000 was to be paid in monthly payments of \$100 from February 1, 2019 through January 1, 2022 at which time a balloon payment of \$26,400 was due. MPI made the \$100

CASE NO. 20-CIV-21964-CMA

monthly payments through August 2019 but has not made any payments since. GJB reviewed the loan and settlement obligations, and worked to obtain payment from the delinquent borrower. GJB successfully resolved this matter by securing payment of \$10,000, payable in two equal payments due on May 31, 2021 and June 30, 2021. The initial payment was received on July 15, 2021, this check, however, failed to clear. GJB negotiated an extension agreement with Mr. Ristick, whereby Mr. Ristick paid \$1,000 for an extension through October 17, 2021 to cure the amounts owed. This loan will be included for sale as part of the loan portfolio.

Comprehensive Care

Loan Origination:	April 2013
Loan Principal:	\$428,062
Total Outstanding:	\$428,062
Last Payment:	July 2020

The initial loan between the Master Fund and Comprehensive Care was for a \$1 million Revolving Convertible Promissory Note, effective April 30, 2013. The loan defaulted and the parties reached a settlement agreement in September 2015. The agreement called for an initial payment of \$10,000 and monthly payments equal to 25% of the profits from its business. The Borrower made payments each month in accordance with the settlement agreement terms through July 2020, but then ceased making payments. This loan will be included for sale as part of the loan portfolio.

State Security and Investigation Services

Loan Origination:	March 2019
Loan Principal:	\$423,074
Total Outstanding:	\$423,074
Last Payment:	October 2020

The borrower was a security company for schools and other businesses, but is currently defunct. The initial loan between the Master Fund and State Security and Investigation Services was \$500,000. The parties reached a settlement agreement in March 2019 for \$442,074. Settlement

CASE NO. 20-CIV-21964-CMA

payments of \$1,000 were received each month in accordance with the terms of the settlement agreement. The last two payments, however, were returned for insufficient funds. GJB is in settlement talks with counsel for the borrower. Unless settled, this loan will be included for sale as part of the loan portfolio.

Hypertension Diagnostics

Loan Origination:	October 2013
Loan Principal:	\$490,490
Loan Interest:	\$ 335,240
Total Outstanding:	\$ 825,731
Last Payment:	August 2018

The Master Fund and Hypertension Diagnostics entered into a Senior Secured Revolving Credit Facility Agreement for \$3 million and a Revolving Convertible Promissory Note for \$550,000 effective October 10, 2013. The Credit Agreement was amended on February 12, 2014 to issue a First Replacement revolving Note for \$669,490.84. Thereafter, on October 20, 2014, the Master Fund filed suit against Hypertension Diagnostics for default. On July 1, 2015, the parties entered into a settlement agreement for \$616,287.95. GJB learned that the borrower issued a check in the amount of the initial settlement payment (\$24,999), but the check bounced, and TCA filed suit in Florida for issuance of a bad check. It does not appear that TCA took any additional action on the borrower's default under the settlement agreement. This loan will be included for sale as part of the loan portfolio.

Peak (Moss Settlement)

Loan Origination:	July 2015
Settlement Principal:	\$453,500
Accrued Interest:	\$ 149,050
Total:	\$ 602,550
Last Payment:	January 2019

On August 30, 2018, the Superior Court for Fulton County, Georgia entered judgment in favor of TCA Global Credit Master Fund against Lonnie and Misty Moss ("Judgment Debtors")

CASE NO. 20-CIV-21964-CMA

in the amount of \$1,296,593 with post-judgment interest accruing. The two Peak guarantors entered into two separate settlement agreements of this defaulted loan in early 2019 and a separate judgment was entered against Renee Welch. On January 23, 2019, the Judgment Debtors made a payment and provided other consideration totaling \$846,593 thus reducing the amount due to \$450,000. The guarantor, Moss, has not made any remaining payments. The Receiver, through GJB's efforts, domesticated the Moss judgment. The Receiver is currently monitoring the collection proceedings initiated by Ferguson Enterprises Inc., against Lonnie Moss. The loan will be included for sale as part of the loan portfolio.

4G Metals

Loan Origination:	June 2015
Settlement Principal:	\$301,711
Accrued Interest:	\$ 36,004
Total Outstanding:	\$ 337,715
Last Payment:	October 2019

4G Metals is a metal recycling company. GJB has reviewed the loan documents and correspondence, and learned that the borrower previously conveyed an effort to obtain refinancing to pay off the remainder of the loan. The borrower has not yet retained such refinancing. This loan is included for sale as part of the loan portfolio.

Care Environmental

Loan Origination:	December 2017
Loan Principal:	\$235,424
Loan Interest:	\$ 54,646
Total Outstanding:	\$293,570 (includes \$3,500 of legal fees)

The Master Fund and Care Environmental initially entered into a Senior Secured Revolving Credit Facility Agreement for up to \$1.5 million and a promissory note of \$675,000 effective December 29, 2016.

Effective May 24, 2018, the Master Fund and the borrower entered into a Settlement Agreement with a Replacement Promissory Note of \$283,600 at a 14% per annum interest rate. In

CASE NO. 20-CIV-21964-CMA

addition to the \$283,600 note, the Settlement Agreement stated that the borrower was to pay all other obligations due under the terms of the Credit Facility Agreement (the “Original Credit Agreement”), with an effective date of December 29, 2016. The monthly payments per the settlement terms consisted of five (5) payments of \$25,726.98 from June 31, 2019 through the maturity date of October 31, 2019. The borrower, however, failed to make any payments since the end of July 2019. GJB learned that the borrower made a total of \$353,000 in pre-Receivership payments. A demand and default letter was issued to the individual guarantor, Francis McKenna. Mr. McKenna has not responded. The loan will be included for sale as part of the loan portfolio.

TCA Energy Solutions, LLC (Noveda Technologies)

Loan Origination:	December 2017
Loan Principal:	\$1,005,899
Loan Interest:	\$601,662
IB Fee:	\$5,000,000
Interest on IB Fee:	\$1,500,000
Total Outstanding:	\$8,107,561
Last Payment:	None

On December 31, 2017, TCA Energy Solutions LLC (“TCA Energy”), entered into a Senior Secured Credit Facility Agreement with Master Fund, with total available financing up to \$5,000,000, and agreed to a revolving note in conjunction to the Senior Secured Credit Agreement with a principal amount of \$1,400,000 at the interest rate of 16%. TCA Energy also agreed to a Senior Secured Redeemable Fee Debenture on December 31, 2017, for a principal amount of \$5,000,000 at the interest rate of 8%. The borrower failed to make the required payments, and is in default on the loan. The loan will be included for sale as part of the loan portfolio.

Flux Carbon Corp. (Pervasip Corp. / Canalytix)

Loan Origination:	December 2017
Loan Principal:	\$10,841,507 (including IB Fee)
Loan Interest:	\$ 3,443,184
Total Outstanding:	\$ 14,284,691
Last Payment:	September 2019

Pervasip Corp. and the Master Fund entered into a Senior Secured Convertible, redeemable debenture agreement on October 14, 2015 for principal of \$500,000 (“2015 Pervasip Debenture”). At the date of the agreement, an aggregate amount of \$1,006,181.66 of unpaid principal, accrued but unpaid interest, and other fees were outstanding in conjunction to the 2015 Pervasip Purchase Agreement and 2015 Pervasip Debenture. In conjunction with the 2015 Pervasip Purchase Agreement, Flux Carbon Corporation (“Flux”) and Influx Capital, LLC, entered into a Senior Secured Redeemable Debentures Purchase Agreement with the Master Fund on June 30, 2017. On June 30, 2017, Pervasip Corp. entered into a Senior Secured Redeemable Debenture agreement with Flux Carbon Corp. (“2017 Pervasip Purchase Agreement”) whereby Flux would purchase up to \$5,000,000 of redeemable debentures, and the proceeds will flow to Pervasip directly, or the subsidiaries of Pervasip, Canalytix WA LLC (“CWA”) and Canalytix Co LLC (“CCO”). The proceeds were to be used by Pervasip or the subsidiaries to make subsequent loans, including a loan pursuant to the Zen Purchase Agreement. The Zen Purchase Agreement was entered by Zen Organization, Inc. (“Zen”) and CWA, with JFK Holdings LLC, G.R.T.U. LLC, Zen Staffing LLC, and Zen Goods LLC as corporate guarantors. The Zen Purchase Agreement notes that \$1,000,000 of the 2017 Pervasip Debenture proceeds were to be funded directly to CWA pursuant to the 2017 Pervasip Purchase Agreement.

On June 30, 2017, Pervasip Corp. entered into a Senior Secured Redeemable Debenture (“Fee Debenture”) for a principal of \$5,275,000 at a 10% interest rate. Additionally, Pervasip Corp. entered into a Master Funding and Payment Agreement with a principal debenture of \$2,400,000. Borrowers made monthly payments of \$35,000 through March 2019 and the last payment was received in September 2019. GJB sent demand letters to recover the amounts owed, to which no responses have yet been received. The loan is being included for sale as part of the loan portfolio.

c. Other/Post-Judgment Collections

CD International Enterprises, Inc.

Loan Origination:	March 2014
Last Known Balance:	\$760,458.51

In about March 2014, Receivership Entity Master Fund made a series of loans to CD International Enterprises, Inc. totaling \$2,000,000. In connection with the loan, Yue Jian Wang (“Mr. Wang”), the borrower’s principal, executed a guaranty and a security agreement to Master Fund with an “Assignment of Life Insurance Policy as Collateral” which assigned a certain life insurance policy Mr. Wang had with Guardian Life Insurance Company of America (“Guardian”) to Master Fund (the “Policy”). The Receiver estimates that the Policy has a current surrender value of approximately \$210,000. After attempting, unsuccessfully, to obtain Mr. Wang’s consent to turnover, the Receiver moved to compel turnover [ECF No. 188], which the Court subsequently granted. [ECF No.189].

Patient Access Solutions

Loan Origination:	September 2016
Loan Principal:	\$774,907
Judgment Amount:	\$1,099,295
Total Outstanding:	\$ 1,093,067
Last Payment:	January 2019
Status:	Post Judgment Collection

The Master Fund and Patient Access Solutions entered into a Senior Secured Credit Facility and a Convertible Promissory Note for \$700,000 effective September 16, 2016 and the borrower defaulted. Master Fund commenced litigation against the borrower on September 29, 2017, and obtained a judgment against Patient Access Solutions and the individual guarantor for unpaid amounts accrued and owing on October 19, 2018. The borrower made one post-judgment payment in January 2019. The loan will be included for sale as part of the loan portfolio.

Kerr Utility Technologies

Loan Origination:	September 2014
Loan Principal:	\$58,094
Loan Interest:	\$9,295
Judgment Amount:	\$1,122,784
Last Payment:	July 2018
Status:	Post Judgement Collection

The Master Fund and Kerr Utility Technologies, Inc. (“Kerr”) entered into a Credit Agreement effective September 2014. Kerr defaulted in January 2015 and TCA obtained a default final judgment in the amount of \$1,122,784 (plus interest). Kerr entered into two Settlement Agreements with the Master Fund and the Guarantor (the first Settlement Agreement being in October 2016 and the second Settlement Agreement being in February 2018) to make 72 monthly payments of \$966.30 from April 2018 through March 2024. Kerr made the monthly payment for the first nine months but has not made a payment since December 2018. The loan was previously identified as closed. The loan will be included for sale as part of the loan portfolio.

World Art Auctions, LLC

Loan Origination:	November 2013
Loan Principal:	\$787,435
Loan Interest:	\$ 613,563
Total Outstanding:	\$ 1,400,998
Last Payment:	Unknown

The Master Fund and World Art Auctions, LLC (“World Art”) entered into a Senior Secured Revolving Credit Agreement effective November 13, 2013. In 2015, World Art and one of the guarantors filed for Chapter 7 bankruptcy and a trustee was appointed to the jointly administered cases. The Master Fund and the trustee entered into a Settlement Agreement in May 2018, whereby World Art was to provide TCA art at a set appraised value along with a cash payment. Pre-Receivership, the art was moved to Miami into a storage locker. The loan will be included for sale as part of the loan portfolio.

Sack Lunch Productions, Inc.

Loan Origination:	October 2015
Last Payment:	unknown
Loan Principal:	\$1,953,021
Loan Interest:	\$ 1,286,571
Total Outstanding:	\$ 3,239,592

The Master Fund and Sack Lunch Productions, Inc. (“Sack Lunch”) entered into a Senior Secured Revolving Credit Agreement and a Convertible Promissory Note in October 2015. Sack Lunch defaulted and the Master Fund commenced litigation against Sack Lunch in Broward County, Florida for the existing defaults. In October 2017, the Master Fund, Sack Lunch, the Corporate Guarantor and the Validity Guarantor entered into a Settlement Agreement whereby the Master Fund was entitled to receive monthly payments and payment of the remaining balance by March 2018. The loan will be included for sale as part of the loan portfolio.

Dixie Foods: PRBI

Loan Origination:	December 2014
Loan Principal:	\$2,260,534
Judgment Amount:	\$2,589,326 as of June 6, 2016, plus default interest at 18% and attorneys’ fees
Interest:	\$1,605,613
Total Outstanding:	\$3,866,147
Last Payment:	November 2017
Status:	Post Judgment Collection

The Master Fund and Preferred Restaurant Brands entered into a Debenture for \$1 million effective December 31, 2014. The Debenture was amended on October 27, 2015 to increase the principal borrowing to \$1,460,553.70. On March 10, 2016, the Master Fund commenced litigation against the borrower for \$2,611,931.40 owed on the Debenture and to assert enforcement of the guarantee against guarantors. On June 21, 2016, a final judgment was entered against the defendants. The borrower’s only payments were in August and November 2017. GJB has reviewed the file and initiating post-judgment collection actions. Based on GJB’s investigation, the Receiver and GJB determined that Dixie Foods maintained an account at Chase Bank. The Receiver

garnished Dixie Foods' account; however, the account only contained \$72.44. The loan will be included for sale as part of the loan portfolio.

iTeknik Holding Corporation

Loan Origination:	December 2016
Loan Principal:	\$5,698,064
Loan Interest:	\$3,642,686
Fees w/ Interest:	\$5,102
Total Outstanding:	\$8,760,852

The Master Fund and iTeknik entered into a Securities Purchase Agreement and a Senior Secured, Convertible, Redeemable Debenture for \$5 million effective December 20, 2016. As a result of existing defaults and other disputes between the parties, litigation was commenced on April 4, 2017. On June 21, 2019, the parties entered into a settlement agreement for \$4 million. TCA appears to have purchased all the property of iTeknik Holding Corporation and Big Rhino Corporation via a credit bid at an auction in March 2020, including furniture, accounts receivable, and intellectual property. The loan will be included for sale as part of the loan portfolio.

Eco Waste

Loan Origination:	September 2017
Loan Principal:	\$5,829,326
Loan Interest:	\$4,589,386
Total Outstanding:	\$10,418,712 (includes \$4,000,000 IB & Advisory Fee)

The Master Fund and Eco Waste and Recycling, LLC ("Eco Waste") entered into a Senior Secured Redeemable Debenture Agreement effective September 6, 2017. Eco Waste defaulted in February 2018 for failure to pay, and the Master Fund issued a demand for payment of \$5,966,701.30 in May 2018 from the borrowers and personal guarantors. Eco Waste filed for Chapter 7 bankruptcy in July 2018, and in August 2018, the Master Fund commenced litigation against the guarantors. In October 2018, the Chapter 7 Trustee proposed to abandon all property of the Eco Waste estate. On October 10, 2018, a judgment was entered against the guarantors for

CASE NO. 20-CIV-21964-CMA

\$6,441,601 plus accruing default interest. The loan will be included for sale as part of the loan portfolio.

Axiologix

Loan Origination:	September 2013
Last Known Balance:	\$1,659,235

The Master Fund and Axiologix entered into a Senior Secured Revolving Credit Facility Agreement effective September 2013. On August 26, 2015, iWorld Services and Axiologix, Inc. entered into an Asset Sale Agreement with Telco Worldwide Billing Corp (“Acquiror” or “Telco”) to sell a telecommunication switch and its related hardware and software and related intellectual property to operate the switch. The Master Fund and Acquiror entered into a Senior Secured Revolving Credit Facility Agreement and a Revolving Promissory Note, effective September 11, 2015, for \$500,000 and advisory fees of \$750,000. The file includes a guarantor. Telco defaulted. The loan will be included for sale as part of the loan portfolio.

Mills

Loan Origination:	December 2016
Total Outstanding:	\$1,379,817.08, plus interest

The Master Fund and Texas Mills LLC (“Texas Mills” or “Borrower”) entered into a Senior Secured Revolving Credit Facility Agreement effective December 2016. Texas Mills defaulted in May 2017 for taking out additional debt from other lenders in violation of the Credit Agreement. The Master Fund commenced litigation against Texas Mills and the Guarantors in June 2017 and obtained a default judgment for \$1,379,817.08 against the Borrower and Guarantors in November 2018. The judgment will be included for sale as part of the loan portfolio.

Elite Books

Loan Origination:	December 2015
Loan Principal:	\$750,000
Loan Interest:	\$625,500
Total Outstanding:	\$1,375,500

The Master Fund and Elite Books, Inc. (“Elite Books” or “Borrower”) entered into a Senior Secured Revolving Credit Facility Agreement effective December 2015 and committed to an initial loan of \$870,000. The Borrower defaulted in July 2017 and has not made any payments since June 2017. Company records indicate no evidence of litigation or settlement agreements. The loan will be included for sale as part of the loan portfolio.

d. Resolved Matters

Peak (Welch Settlement)

Over the course of the Receivership, the Welch guarantor made prescribed payments pursuant to the settlement agreement. The Welch guarantor took advantage of a provision of the settlement agreement to pay off the obligation with a prepayment discount. The settlement occurred in June 2021 and this loan has been fully administered. The Receivership Estate received \$95,212.92 to satisfy the outstanding obligations under this loan.

Sofame Technologies

This matter settled and the outstanding funds per the Court-approved terms [ECF No. 40], were received during the Fifth Reporting Period. The Receivership Estate received \$38,554.41 for the sale of its remaining interest in this portfolio entity.

TCA Microgrid/Pivot Energy

The sale of TCA Microgrid’s assets closed, netting the Receivership Estate almost \$52 million. Outstanding issues for the Receivership relating to this SPV include handling the entities’ tax issues and filings, mail forwarding and miscellaneous administrative tasks.

P&D Electric

During the Fifth Reporting Period, GJB and the Receiver successfully negotiated with the guarantors and this loan was paid off. The Receivership Estate received \$150,000 in June 2021 in

full and final satisfaction of this loan.

Sprockets Retail

During the Fifth Reporting Period, GJB and the Receiver successfully negotiated with one of the guarantors, Mr. Cardinale. The Receivership Estate will receive \$80,000, in full and final satisfaction of Mark Cardinale's guaranty; \$50,000 was received in the Fifth Reporting Period, with the balance having been paid during the Sixth Reporting Period. The judgment will be included for sale as part of the loan portfolio.

Middlefork Holdings, LLC

Three of the five corporate guarantors to the Credit Agreement between the Master Fund and Middle Fork Holdings, LLC ("Middlefork") filed for Chapter 7 bankruptcy and entered into a Settlement Agreement with the Master Fund. The Master Fund received payments pursuant to the Settlement Agreement and no further action is required.

D. TCA Aerospace

TCA Aerospace is a former SPV of Master Fund that was sold to affiliated entity TCA Opportunities Fund in 2019. TCA Opportunities Fund was managed and operated by the same management and employees that managed and operated TCA Receivership Entities, including Press, Schreiber and Fickling. The 2019 transaction documents provided that Master Fund was selling TCA Aerospace to the Opportunities Fund for \$2 million in cash plus a promissory note in the face amount of \$8.5 million, of which only \$5 million would be secured (by TCA Aerospace assets), plus an annual right to 50% profit share payments should a stated threshold be exceeded. On March 13, 2020, at a time when management was engaged in negotiations for entry of the consent judgment and agreed appointment of a receiver, management nonetheless executed a restated replacement note, apparently for no consideration, that, among other things, eliminated

TCA Opportunities Fund's obligation to make monthly interest payments on the \$8.5 million promissory note, and instead provided that no payments would be due (to the Receiver) for three full years.

In October 2020, DSI visited TCA Aerospace and met with TCA Aerospace management to better understand the operations and business models for each of the TCA Aerospace operating companies. The Receiver requested and received some financial information from these operating companies in the Fourth Reporting Period, but the information was determined to be very stale and lacking in the detail required. After TCA Aerospace and its subsidiaries, Maney, and V&M refused to provide current financial information regarding the entities to which the Receiver was entitled to under the Receivership Order and as creditor, the Receiver issued subpoenas, to which the subpoena recipients objected on grounds of relevance. The Receiver filed a motion to compel against Precision Aerospace, which was granted. *See* [ECF Nos. 168, 169].

Thereafter, Precision Aerospace Group (f/k/a TCA Aerospace) ultimately provided updated financial statements on a monthly basis for the year-to-date through September 2021. DSI provided its preliminary analysis of current results to the Receiver. The Receiver and GJB analyzed the updated financial statements. Thereafter, the Receiver demanded TCA Opportunities Fund to permit inspection of all books and records at its expense, as authorized by the security agreement. The Receiver is currently working with TCA Opportunities Fund to conduct this inspection. If agreed terms cannot be reached, the Receiver will seek Court intervention.

E. Third Party Litigation Initiated by the Receiver

During the Sixth Reporting Period, the Receiver and GJB continued its investigation into multiple potential third party transferees to evaluate the most effective way to recover via claw back and avoidance litigation. GJB negotiated an extension of the tolling agreement with one target

to allow additional time to investigate and negotiate the potential claims with the transferees. The Receiver also negotiated agreements with counsel to handle several third party actions on a contingency fee basis, and filed a motion for approval of same, which the Court granted. [ECF Nos. 155, 156]. The first of these third party litigation claims was filed on August 6, 2021, against American Express for avoidance and recovery of fraudulent transfers pursuant to Florida Statute § 726.105(1)(a) and (b). GJB continues to prosecute the litigation filed against American Express. American Express answered the complaint on September 30, 2021.

F. Litigation Initiated by the Master Fund Against Borrowers

The Receiver and his counsel, GJB, continue to move pending litigation matters involving the Receivership Entities toward a favorable resolution or to final judgment. Litigation and bankruptcy proceedings are pending in multiple jurisdictions, the majority of which involve monies loaned by the Master Fund to various businesses, many of which are now defunct. The Master Fund and its related entities and subsidiaries are involved in active litigation in over 20 different matters pending in Florida, Texas, New York, Connecticut, California, Arizona, Illinois, and Canada, in both state and federal courts. In the majority of these proceedings, the Master Fund is the plaintiff seeking to recover on secured credit agreements, notes and personal guaranties from borrowers and guarantors in default. Some matters are more complicated, involving affirmative defenses and counterclaims of fraud, breach of notice requirements in loan agreements, usury, and unlawful lending practices by Master Fund. However, GJB has been successful in defeating these affirmative claims, including securing summary judgment on a borrower's claims for bad faith default and violations of licensing requirements for high interest loans, pursuant to Chapter 604A.400 of Nevada's Revised Statutes.

The Receiver's team is vigorously pursuing the active matters with potential for recovery. Wherever possible, Receiver's counsel is seeking to resolve these disputes without needlessly involving the courts, in the interests of efficiency and concern for conserving the Receivership's assets. Several matters have been resolved through settlement or with favorable results in court, as set forth below. GJB has also successfully negotiated with counsel in other matters where the Master Fund or its related entities are defending claims. In each case, it is the Receiver's goal to obtain monies due and owing from borrowers as cost-effectively as possible. Toward this end, loans that are in litigation will be included for sale as part of the loan portfolio with the understanding that the Receiver may remove litigation matters that settle from such portfolio.

The following is an updated summary of the litigation matters that Receiver's counsel has been pursuing, defending and monitoring during this Sixth Reporting Period:

- ***TCA Global Credit Master Fund v. Montbriar, Inc., Paycation Travel, Inc., et al., Broward County Circuit Court, Case No. CACE-16-019532***
- ***Paycation Travel, Inc., Xstream Travel, Inc., and David Manning, v. TCA Global Credit Master Fund, Montbriar, Inc., Jeremy Monte, et al., Collin County Court, Texas, Case No. 199-03524-2016***

The Master Fund brought suit against the borrower and the guarantors for breach of a secured credit facility agreement and replacement note, pursuant to which TCA loaned the borrower a total of \$7.78 million. Two of the corporate guarantors and its principal, Paycation Travel, Xstream Travel and David Manning, all located in Texas, filed a preemptive suit in Texas state court against the borrower and the Master Fund. The Florida court stayed the Florida proceeding pending conclusion of the Texas proceeding under the first-to-file rule. The Master Fund reached a settlement in the Florida action with the borrower and remaining guarantors, in exchange for cooperation and assistance in the Texas proceedings. The Florida Court entered an

order administratively closing the Florida proceeding. The case may be re-opened on motion by any party.

In the Texas proceeding, the guarantors pled claims against the borrower and the Master Fund for fraud and conspiracy in connection with the loans, among other claims. The Master Fund raised counterclaims in the Texas proceeding for breach of the credit facility agreement and notes, and for fraudulent transfer, tortious interference and unjust enrichment. Based upon limited discovery, those claims include Manning's transfer of at least \$2 million in funds from Paycation to another travel services company, Traverus, which continues to operate. During the pendency of the proceeding, \$1.4 million in receipts held by a third-party credit merchant vendor, World Pay U.S., Inc., was placed in escrow with the Texas court, pending determination of the Receiver's counterclaims to recover the loan proceeds. Both Manning and the Receiver claim entitlement to those funds, but it does provide an established source of recovery should the Receiver prevail.

During this Sixth Reporting Period, counsel analyzed additional information to determine the likelihood of possible outcomes and determine best strategy. This loan and associated foreclosure rights will be included for sale as part of the loan portfolio if the Receiver determines further litigation is not worthwhile.

- ***TCA Global Credit Master Fund, L.P. v. Jeremy G. Ostrowski, Jocelyn Hughes-Ostrowski, and Estreamtv, Inc., Broward County Circuit Court, Case NO. CACE 17-019907 (02)***

On July 17, 2018, the Master Fund sued loan guarantors (and Canadian citizens) Jeremy G. Ostrowski and Jocelyne Hughes-Ostrowski to recover \$7.2 million in loans made to the Ostrowski's digital television 'on-site' advertising businesses (known as the "Zomongo companies," operating out of Calgary, Alberta), on which the borrower defaulted. The Zomongo companies were essentially a sham, never making a single sale. The main source of recovery will

be through proceedings currently pending in Canada, as a result of the guarantors filing for bankruptcy there. This loan and associated foreclosure rights will be included for sale as part of the loan portfolio.

During this Sixth Reporting Period, Receiver's counsel successfully obtained a Final Default Judgment against Motion for Entry of Final Judgment against the defendants in the amount of \$37,849,753.42. Respondents' counsel has prepared and served the Form 1.977 Fact Information Sheets to obtain the appropriate sworn responses. Both Defendants, however, have declared bankruptcy in Canada. Receiver's local Canadian counsel, Barry Crump of Burnet, Duckworth & Palmer, LLP in Calgary, is pursuing the Receiver's claims in those bankruptcy proceedings (*In Re: Bankruptcy of Jeremy Gene Ostrowski*, Estate No.: 25-2501205; *In Re: Bankruptcy of Jocelyne Ostrowski*, Estate No.: 25-2617256). Although according to local counsel the likely distribution from those proceedings is next to nothing, a New York judgment creditor (Radium, Inc.), which secured a \$5.4M judgment against the Zomongo companies and the Ostrowskis, has intervened, and also brought a separate action against other Zomongo-related entities understood to hold assets and funds for Jeremy Ostrowski. Counsel for Radium has information that the related Zomongo entities in the secondary action have bank accounts holding substantial funds for Ostrowski, on which local counsel believes the Receiver may be able to collect, if they exist and the secondary action is successful. Radium claimed it was defrauded, and the bankruptcy court had ordered a mini-trial on those fraud claims before deciding to lift the stay, after receiving affidavits from the debtors and Radium. That hearing was to take place on February 5, 2021, but the bankruptcy court ordered the parties to meet and agree on a procedure for that hearing. Despite efforts of counsel, the bankruptcy court has not yet set a hearing date. Local

counsel is in discussions with counsel for Radium, and is considering options to move the pending applications forward in that proceeding.

Local counsel also continues to be in contact with counsel for Radium regarding the Receiver's claims and priority, in an effort to agree to an order that would require Radium to provide the Receiver notice of any proposed execution under any judgment Radium may obtain in their secondary action against multiple Zomongo-related defendants, or a front-end sharing agreement that would resolve the distribution of actual judgment proceeds between Radium and the Receiver. Mr. Crump is also prepared to intervene in the secondary action on behalf of the Receiver, if necessary. This loan and claim is being marketed for sale as part of the loan portfolio.

- ***TCA Global Credit Master Fund, L.P. v. Flame X, Inc., Complete Construction Technologies, Inc., 1209675 Alberta, Inc., Robin Elanik and Brett Elanik (Action No. 1603-10202, Alberta); In the matter of Bankruptcy of Brett Elanik (Estate No. 24-2616611, Alberta).***

TCA obtained a summary judgment and Cost Order against all defendants in this proceeding in Canada, on which there was \$5.74 million USD owing on February 11, 2020, on which date the guarantor and principal, Brett Elanik, filed for bankruptcy. The bankruptcy proceeding is under summary administration, and a Trustee was appointed. The Trustee accepted TCA's Proof of Claim in the amount of \$7.7 million CAD. During this Sixth Reporting Period, Receiver's local counsel, Barry Crump, held further discussions with the Trustee regarding locating and investigating possible additional assets available for distribution. This loan and claim will be included for sale as part of the loan portfolio.

- ***TCA Global Credit Master Fund, L.P. v. Medytox Solutions, Inc., Health Technology Solutions, Inc. f/k/a Medytox Information Technology, Inc., et al., Broward County Circuit Court, Case No. CACE-18-018385 (21)***

On August 1, 2018, the Master Fund filed suit seeking \$2,029,748.20 in principal, fees and interest against a defaulted borrower and guarantors on loan agreements in connection with a senior

secured redeemable debenture. The total loan amount was \$3,000,000. The borrower was a Nevada integrated medical solutions provider operating out of Palm Beach, Florida. Guarantor/Defendant Rennova Health, Inc. owns several other related medical solutions companies.

Prior to the Receiver's appointment, the defaulting parties did not vigorously defend this lawsuit. The Master Fund's former counsel and counsel for the defendants agreed to put the litigation on hold to enter into informal settlement negotiations, which were never consummated. Since that time, Shutts & Bowen appeared as new counsel for the borrower and guarantors. During this Sixth Reporting Period, counsel for the Receiver successfully negotiated and settled this matter for \$500,000 payable with an initial payment of \$200,000, followed by six monthly payments of \$50,000. The \$200,000 initial payment has been received by the Receiver, with the first monthly payment coming due during the Seventh Reporting Period.

- ***Intelligent Highway Solutions, Inc. v. TCA Global Credit Master Fund, L.P. v. Crescent Construction Company, Inc., Philip Kirkland, William D. Jones, Broward County Circuit Court, Case No. CACE 18-000934 (02)***

On April 30, 2018, the defaulted borrower, Intelligent Solutions, an Elk Grove, California company that services and provides energy-saving technology for intelligent highway systems, filed a pre-emptive lawsuit against the Master Fund, *Intelligent Highway Solutions vs. TCA Global Credit Master Fund, L.P.*, 2017-00219822-CU-FR (Sac. Cty Sup. Ct., CA), asserting claims for unlicensed lending under California among other claims. The borrower alleged that the Master Fund failed to provide advisory services (for which it agreed to pay \$1.5 million) in connection with the loan funds it received (\$631,855). The court dismissed the California action due to a forum selection clause in the loan agreements. The borrower filed an identical action in Florida.

The Master Fund moved to dismiss the borrower's claims, and filed counter and cross claims against the borrower, co-borrower and guarantors, seeking to recover for breach of the

credit agreement, revolving note, and guaranties. After motion practice, the borrower abandoned its affirmative claims for relief, filed its answer, and borrower's counsel withdrew from the case. Borrowers have now obtained new counsel. During this Sixth Reporting Period, the Receiver issued written discovery necessary to bring this case to final judgment. The court has scheduled a calendar call for next month to set a trial date. Receiver's counsel is exploring settlement and other options. This loan may be included for sale as part of the loan portfolio.

- ***TCA Global Credit Master Fund, L.P. v. Independent Charter Academy Network, LLC, EdisonLearning, Inc., Edison Receivables Company LLC, Edison Schools, Inc., Edison Learning Limited, Bridgescape Learning, LLC, Provost Systems, Inc., Theodore Roosevelt College and Career Academy, Inc., Provost International, Inc., Learnnow, Inc., and Thomas M. Jackson, Broward County Circuit Court, Case No. CACE 18-016887 (09)***

In January 2017, the Master Fund loaned \$8.1 million to the borrower, EdisonLearning, Inc., an education services company that manages and operates public charter schools and provides online learning services in multiple states. The borrower and its principal, however, defaulted on the loan and diverted funds otherwise available to the Master Fund in repayment, among other violations of the terms of the loan agreements. After the Master Fund brought suit to foreclose on the loan, on June 25, 2019, the parties executed a settlement agreement, by which the debtors agreed to market and sell the EdisonLearning E-Learning Business by June 25, 2020 for a minimum of \$10.5 million, to be paid to the Master Fund to settle its remaining debts. The Receiver is entitled to file a consent judgment for that amount with the court.

During the Sixth Reporting Period, the Receiver continued to engage in settlement negotiations with EdisonLearning and made substantial progress toward a potential resolution. In addition, DSI conducted a site visit with EdisonLearning to assist the Receiver in evaluating the pending proposal. It remains possible that this loan will be included in the B. Riley portfolio.

- ***TCA Global Credit Master Fund, L.P. v. American Gold Rush, LLC, Krystal Lazares-Scaretta, and Robert Scaretta, Broward County Circuit Court, Case No. CACE-17-021221***

On November 21, 2017, the Master Fund sued the borrower and guarantors for \$1,073,439.95 plus fees and interest, due to the borrower's default on an original \$800,000 secured debenture, later increased to \$1,040,272.21 under an amended secured redeemable debenture. On February 12, 2019, the court entered summary judgment against the borrower and Ms. Lazares-Scaretta. On April 12, 2019, the Master Fund secured a default judgment against Mr. Scaretta. The Master Fund retained local counsel to domesticate the judgments in New York, where the guarantors previously held property. The guarantors have evaded service for collection on the judgments, but the Receiver learned that the guarantors do not have any assets, with one exception, a claimed original Picasso painting provided by guarantor Robert Scaretta as collateral for the loan. Mr. Scaretta represented its worth between \$7 and \$8 million. During this Sixth Reporting Period, counsel for the Receiver has been in contact with counsel for the guarantors to determine whether they will seek to fund a second appraisal of the work. In addition, counsel for the Receiver was contacted by another potential buyer of the piece. Counsel has also contacted former local counsel in New York regarding the possibility of alternative collection measures. This loan and judgment will be included for sale as part of the loan portfolio.

- ***TCA Global Credit Master Fund, L.P. v. Keith Eric Petron, RZNK, LLC, Tarps R Us, Inc., RZNK 2, LLC, Broward Collision Truck and Auto Repair Center, LLC, Broward County Circuit Court, Case No. CACE 18-024831 (14)***
- ***TCA 4675 NW 103 Avenue Sunrise, LLC v. RZNK 2, LLC, et al., Case No. CACE-18-019377 (09)***
- ***Alliance Holdco, LLC v. TCA Broward Collision, LLC, COSO 19-4553 (61), CACE 19-20581 (13), CACE 20-1309 (9)***
- ***Atlantic Southern Paving and Sealcoating, LLC v. TCA Broward Collision, LLC, et al., CACE 19-14792 (3)***

This series of related cases involves borrower Broward Collision, the recipient and obligor on two loans from the Master Fund in June and December 2017. Broward Collision eventually filed for bankruptcy on June 22, 2018 (*In Re Broward Collision, Inc.*, Case 18-17492-RBR (Bankr. S.D. Fla.)). The Master Fund filed a claim for \$1.6 million pursuant to the loan transaction. The bankruptcy court approved the sale of Broward Collision to a Master Fund affiliate, TCA Broward Collision, LLC, for \$332,985.50. TCA Broward collision then purchased leases for two auto body shops located on properties in Sunrise and Lauderdale Lakes, Florida. The owner brought eviction actions against TCA Broward Collision. Atlantic Southern Paving and Lease Corp. also brought actions against tenant Broward Collision on a construction lien for paving services and to repossess auto-body paint equipment. The Receiver agreed to turn over the premises to the landlord in connection with the shuttering of the business.

The Broward County court entered an order staying the state court proceedings as to TCA Broward Collision on December 16, 2020. During this Sixth Reporting Period, Receiver's counsel continued to monitor this proceeding.

In the *TCA 4675 NW 103 Avenue Sunrise, LLC v. RZNK 2, LLC, et al.* matter, counsel for the Plaintiff was successful in reopening this proceeding, but the Defendant has filed a Notice of Appeal of the underlying February 2020 Order of Foreclosure. Receiver's counsel continues to monitor this proceeding.

- ***TCA Global Credit Master Fund, L.P. v. Groupe Mercator Transport US, Inc., 8894132 Canada, Inc., 8895791 Canada, Inc., d/b/a Utc Air Ground, and Jean-Pierre Apelian, Broward County Circuit Court, Case No. CACE-19-000406 (14)***

On January 4, 2019, the Master Fund filed a complaint against the borrower and guarantors, based on their defaults on a loan under a series of transactions. The Master Fund arranged to provide financing to Groupe Mercator, a Canadian freight-forwarding firm, to pay off Mercator's

lenders. In connection with that transaction, the Master Fund allegedly arranged for another Fund borrower, David Fuselier, to operate the Groupe Mercator business through two new companies in Canada. The loan amount was \$2.6 million; the current loan payoff, with interest, is \$3.1 million. Receiver's counsel has learned that Groupe Mercator Transport is an active company, with annual sales of \$5.78 million.

On March 4, 2019, the defendant guarantors filed counterclaims against the Master Fund and against former Chief Portfolio Manager, Donna M. Silverman. Defendants assert that Ms. Silverman committed fraud in presenting Fuselier as trustworthy, when she knew otherwise. Defendants also claimed that the Master Fund charged an excessive rate of interest in violation of the Nevada High Interest Lending Statute.⁷ However, the Master Fund alleged that Fuselier diverted funds owed to it, and directed Robert Gagnon, manager of the new companies, 8894132 Canada, Inc. and 8895791 Canada, Inc. (the "Numbered Entities"), to withhold financial reporting, and not to deposit revenues into the lockbox as required in the loan agreements. Fuselier and Gagnon then allegedly moved all the assets of the Canadian Numbered Entities, which were essentially formed to collect and hold Mercator's receivables, to another company, ATL Canada, Inc., which is now conducting the same business. The Master Fund sued Fuselier separately, but he declared bankruptcy and the debt was discharged. Neither the borrower nor the guarantors ever repaid either loan.

The matter was heavily litigated before the pandemic and the appointment of the Receiver. Receiver's counsel was previously successful in dismissing many of the defendants' counterclaims and affirmative defenses.

⁷ The controlling loan documents require the application of Nevada law.

During the Fifth Reporting Period, the court set the case for trial on the September 2021 trial docket. As ordered by the court, the parties engaged mediation, which was unsuccessful, as well as in non-binding arbitration.

On August 16, 2021, the arbitrator entered an award in favor of the Receiver and against all Defendants. On September 7, 2021, the Receiver filed a Motion for Entry of Judgment to Confirm Arbitration Award Against Defendant Groupe Mercator, and on September 14, 2021, the court granted the motion and entered judgment against Groupe Mercator for \$4,399,475.57. On September 10, 2021, the court also granted the Receiver's motion for summary judgment as to liability against the Guarantors. A trial on damages took place on September 13, 2021. On October 19, 2021, the Court entered final judgment against the Guarantors. A judgment in the amount of \$1,500,000 was entered against Apelian and a judgment in the amount of \$4,392,640.24 was entered against the remaining guarantor entities, jointly and severally. The Receiver plans to seek to recover its attorneys' fees and will pursue initiate efforts to collect on the judgment.

On November 18, 2021, the guarantors filed a notice of appeal of the final judgment. The appeal without bond does not, however, preclude execution on the judgment.

- ***8894132 Canada Inc. v. Semafo Inc. and TCA Global Credit Master Fund, LP, Quebec, Case No. 500-17-088880-151; In the matter of the Bankruptcy of 8894132 Canada Inc. (debtor) and TCA Global Credit Master Fund, LP (creditor), Quebec 540-11-010847-194; In the matter of the Bankruptcy of 8895791 Canada Inc. (debtor) and TCA Global Credit Master Fund, LP, Quebec 540-11-010848-192***

In a proceeding related to the Groupe Mercator proceedings, the Master Fund retained Canadian counsel to institute involuntary bankruptcy actions against the Numbered Entities. Counsel for the Receiver has been in contact with the Master Fund's local counsel in Canada, who informed the Receiver that there are likely no assets in either of these proceedings.

However, local counsel was also tasked to pursue a collection action against a South

African mining company, Semafo, for its failure to remit \$300,000 in payments owed to Groupe Mercator for freight services provided. The court previously stayed that proceeding indefinitely at the end of 2019, after a local terrorist attack in South Africa. The court re-set the matter for trial in early December 2020.

Counsel for the Receiver participated in a two-day trial in Canada against Semafo and its local entities. In a victory for the Receivership Estate, on January 5, 2021 the court entered judgment in the Receiver's favor and against Semafo, requiring Semafo to pay the Receiver approximately \$318,000. Semafo appealed. During this Sixth Reporting Period, the Receiver, through local counsel, prepared and filed his Response Brief in the appeal on August 9, 2021. Due to the nature of appellate proceedings in Canada, local counsel has advised the Receiver to expect a decision on the appeal by Summer/Fall 2022. Local counsel expects the Receiver to prevail.

- ***TCA Global Credit Master Fund, L.P. v. Champion Pain Care Corp., Champion Care Corp., Garland A. Brown, Jr. and Terrance George Owen, Broward County Circuit Court, Case No. 17-007571 (25)***

On April 20, 2017, the Master Fund filed suit seeking \$15,376,221 from the defaulted borrower, a Delaware corporation, and the guarantors, located in Canada and Arizona, for breach of a credit agreement revolving note. On July 18, 2017, the Master Fund dismissed its claims against the borrower pursuant to a share pledge agreement, and its acquisition of majority control of the borrower. On October 5, 2018, the Master Fund settled with Terrance Owen and that case was dismissed.

On May 1, 2018, the court entered a default judgment against Garland Brown as to liability, and the Master Fund filed a motion for summary judgment on damages against Brown for transfers made in breach of his validity certificate. The court entered a final default judgment against Brown as to liability, but ordered an evidentiary hearing to determine amount of damages. On October

19, 2021, GJB sent a demand letter to Garland Brown requesting his fact information sheet. After discussions with Mr. Brown, he provided his fact information sheet on Oct. 29, 2021. GJB is currently in settlement negotiations with Brown to settle the default judgment. This loan and judgment will be included for sale as part of the loan portfolio.

- ***TCA Global Credit Master Fund, L.P. v. Ludvik Holdings, Inc., Frank Kristan, and Katherine Kristan, Broward County Circuit Court, Case No. CACE 18-019469 (14)***

On August 15, 2018, Master Fund filed suit against the borrower and guarantors on a \$300,000 loan from the Master Fund. On November 18, 2019, the court entered a clerk's default. Receiver's counsel understands that TCA did not pursue recovery on this default because the borrower is currently subject to a prior IRS tax lien that exceeds the Receiver's claim. TCA also did not obtain a final judgment in this matter because the same individuals and entities are subject to the much larger \$6.5 million final judgment in the *Unitiv* litigation (below). During this Sixth Reporting Period, Receiver's counsel successfully obtained a Default Final Judgment in the amount of \$640,839.32, and served the defendants with Form 1.977 Fact Information Sheets to be answered under oath. This loan and associated foreclosure rights will be included for sale as part of the loan portfolio.

- ***TCA Global Credit Master Fund, L.P. v. Unitiv, Inc., Ludvik Holdings, Inc., Frank Kristan, and Katherine Kristan, Broward County Circuit Court, Case No. CACE-18-024498 (05)***

On October 16, 2018, the Master Fund brought suit against the borrower, a Delaware investment holding company, and guarantors on a \$2.75 million secured redeemable debenture and related loan agreements. On October 10, 2019, the Master Fund obtained a Final Default Judgment for \$6,522,467.24 against the borrower and guarantors. After investigation, Receiver's counsel understands that TCA did not pursue recovery on this default because the borrower is

currently subject to a prior IRS tax lien that far exceeds the Receiver's claim. This loan and associated foreclosure rights will be included for sale as part of the loan portfolio.

- ***TCA Global Credit Master Fund, L.P. v. Peak PEH LLC d/b/a Peak Services, Charles F. Welch, Jr., Lonnie Moss, Misty Moss, and Renee D.T. Welch, Broward County Circuit Court, Case No. CACE-17-004886 (05)***

On March 10, 2017, the Master Fund filed suit to recover \$986,065.48 against the borrower, a plumbing and HVAC company located in Alpharetta, Georgia, on a senior secure debenture and amended note, on which the borrower defaulted in making payments. The Master Fund also brought claims against the individual guarantors. On July 21, 2017, the court entered defaults against the borrower and a guarantor. The Master Fund retained local counsel in Georgia to initiate actions against the guarantors. Guarantor Welch filed for bankruptcy in Georgia, and was discharged in September 2019. Thereafter, Welch and TCA entered into a new settlement agreement, pursuant to which Welch is currently making settlement payments.

On August 30, 2018, final judgment was entered against Lonnie and Misty Moss for \$1,296,593.54 in the Superior Court for Fulton County, Georgia, which was reduced by \$846,593.54 in January 2019 pursuant to a settlement reached with the Mosses. During the Fifth Reporting Period, Receiver's counsel has continued investigating Lonnie and Misty Moss and their assets in an effort to recover the remaining \$450,000 owed pursuant to the settlement. GJB also submitted a garnishment notice, and has filed the Appointment Order in another judgment-holder's pending action (which action was discovered by Receiver's counsel). This settlement will be included for sale as part of the loan portfolio.

- ***TCA Global Credit Master Fund, L.P. v. Quants Corporation, Gokhan Kisacikoglu, and Quantsplus, LLC, Broward County Circuit Court, Case No. CACE 16-022449 (08)***

On December 9, 2016, the Master Fund filed an action against the borrower, a Los Angeles financial software company, and its guarantors for \$1,122,563.70, plus interest, costs, and

attorneys' fees, for breach of a credit agreement and revolving note. The parties eventually executed a forbearance agreement, under which defendants waived all defenses and agreed to make payments to the Master Fund.

Defendants failed to make payments as promised, and the court entered judgment for \$1,430,040.92 in the Master Fund's favor. Defendants appealed. On March 26, 2020, Florida's Fifth District Court of Appeal affirmed the entry of the judgment. Before the Receiver's appointment, the Master Fund retained local counsel in California to pursue execution on the judgment. Discovery in aid of execution has been issued, but defendants have failed to respond to that discovery. Local counsel believes it unlikely defendants have any assets on which to recover. During this Sixth Reporting Period, counsel for Quants made an offer to settle, and GJB continues in settlement discussions in an effort to resolve this matter. This loan and judgment may be included in the sale of the loan portfolio.

- ***TCA Global Credit Master Fund, L.P. v. CityWorks Construction LLC, Carl Nurse, Martha Guscovschi, and Noel Guscovschi, Broward County Circuit Court, CACE 16-006991 (02)***

On July 25, 2016, the Master Fund filed a complaint seeking \$1,359,975.60 plus attorneys' fees, costs, and interest against the borrower and individual guarantors for breach of a secured credit facility agreement and note. On June 18, 2019, the Master Fund obtained a final judgment against CityWorks and Carl Nurse for \$2,067,660.50, plus accruing interest and attorneys' fees.

On February 23, 2018, Noel Guscovschi filed for bankruptcy in the Southern District of Florida, Case No. 18-12053-RAM. On February 27, 2018, Marta Rabinovich also filed for bankruptcy in the Southern District of Florida, Case No. 18-12178-AJC. The Master Fund retained bankruptcy counsel to represent it in the bankruptcies. The Receiver's counsel continues to

monitor the bankruptcy proceedings to protect the Receiver's interests in collecting on this judgment. Schraiberg Landau is monitoring this matter on behalf of the Master Fund.

TCA's former counsel understood that there were no assets available on which to recover from the borrower and Carl Nurse. This loan and associated claim are included in the sale of the loan portfolio.

- ***TCA Global Credit Master Fund, L.P. v. Luxe Boutiques LLC, St. Germain LLC, Elysees LLC and Cecil Elrod, Broward County Circuit Court, Case No. CACE-19-010149 (13)***

On May 9, 2019, the Master Fund filed suit seeking \$1,068,505.10 against the borrower, a Boston, Massachusetts provider of luxury fur boutiques, and its guarantors for breach of the secured credit facility agreement, replacement note and guaranty agreements, pursuant to which it borrowed \$425,000 from the Master Fund. On October 15, 2019, the court entered an order striking defendants' affirmative defenses, and their counsel withdrew. New counsel appeared, but also withdrew via agreed order on April 7, 2020. The court's order on withdrawal of counsel provided that if the borrower did not obtain new counsel within twenty (20) days, the borrower would be subject to a default. The borrower failed to do so. Receiver's counsel moved to strike defendants' pleadings and for entry of court default. Counsel for the borrower made an eleventh hour appearance, leaving the court with no choice but to deny the default motion.

During this Sixth Reporting Period, GJB successfully negotiated a settlement, whereby the defendants agreed to entry of a stipulated consent judgment in the amount of \$600,000. This Final Judgment will be included for sale as part of the loan portfolio.

- ***TCA Global Credit Master Fund, L.P. v. First Capital Real Estate Investments, LLC, et al.*, Broward County Circuit Court, Case No. CACE 16-022381 (03); *TCA Global Credit Master Fund, L.P. v. First Capital Real Estate Investments, LLC, et al.* El Dorado (CA) County Superior Court Case No. PC20190310**

On June 28, 2018, the Master Fund sued the borrower and individual and corporate guarantors for \$8,145,311.60 in principal, fees and interest for their breach of a credit facility agreement and promissory note on a \$5 million loan. The Master Fund also instituted foreclosure proceedings over three hotel properties, two located in Texas and one in New Mexico. The Master Fund purchased those properties at the non-judicial foreclosure sales.

On February 22, 2017, the defendants improperly removed the case to federal court (*TCA v. First Capital Real Estate Investments, LLC, et al.*, Case No.: 17-cv-60393-JAL/Goodman (S.D. Fla.)). On September 17, 2018, the parties entered into a settlement agreement, which defendants' breached. The Master Fund moved to enforce the settlement agreement, and on January 16, 2019, the court entered a final consent judgment against the defendants for \$1,657,723.10. The Master Fund retained local counsel to domesticate the judgment in California, believing the borrower and its principal may have assets in that jurisdiction. The loan and judgment are being included in the sale of the loan portfolio.

- ***TCA Global Credit Master Fund, LP v. 1200 Wolcott St. of Waterbury LLC et al.*, Case No. UWY-CV 18-6043552-S (Superior Court of Connecticut); *Savings Bank of Danbury v. 1200 Wolcott St. of Waterbury LLC et al.*, Case No. UWY-CV19-6046173-S (Superior Court of Connecticut)**

On October 31, 2017, the Master Fund loaned \$2,000,000 to Apple Auto Wholesalers of Waterbury LLC. Of the full loan amount, \$1,300,000 was disbursed at the closing with the remaining \$700,000 to be disbursed at a later date. The loan was guaranteed by 1200 Wolcott Street of Waterbury LLC (through a mortgage on real property located at 1200 Wolcott Street in Waterbury, Connecticut) and by Mr. Hallan Iff. The Master Fund's mortgage was not recorded

until late 2018. As confirmed by documents obtained from senior lienors, the Receiver's interest in the real property is in fifth position, after a first mortgage in favor of New England Certified Development Corp. for \$442,000 dated October 27, 2015; a second mortgage in favor of Savings Bank of Danbury in the amount of \$534,000 dated October 27, 2015; a third mortgage of \$600,000 dated July 5, 2018, and tax liens from the City of Waterbury. The total mortgages ahead of the Receiver's interest total at least \$1.576 million. Counsel for the Receiver, with the consent of SEC counsel, agreed to lift the stay to permit the Bank to foreclose on the real property, with the Receiver to retain its full rights in the lawsuit, and to recover any proceeds remaining from the sale. The Bank's foreclosure judgment was entered, and the property was sold on August 7, 2021 for \$716,000. This loan will be included for sale as part of the loan portfolio.

- ***TCA Global Credit Master Fund, L.P. v. Preferred Secured Agents, Inc. d/b/a Sprockets Retail, Broward County Circuit Court, Case No. CACE 15-000552 (18)***

On January 9, 2015, the Master Fund brought suit against Sprockets Retail, a Fresno, California children's clothing retailer, as borrower, and three individuals, as guarantors, seeking \$2,019,558.60 due to the borrower's default. In November 2016, the court entered an order striking defendants' pleadings and entering a judgment of liability against the defendants. On June 29, 2018, the Master Fund moved for summary judgment on damages.

On or about March 16, 2020, the parties executed a settlement agreement, whereby the borrower agreed to repay the loan, and the Master Fund's interests were further secured by a mortgage on property in Half Moon Bay, California. The total amount owed to Master Fund is \$600,000, and the borrower entered into a settlement payment arrangement, but has failed to meet its payment obligations since September 2020. The Receiver previously resolved Mr. Cardinale's obligations, one of the guarantors. Mr. Cardinale agreed to \$80,000 in two payments over the course of two months, and both payments were made to the Receiver.

- ***TCA Global Credit Master Fund, L.P. v. Ian Stikeleather and White Plum, Inc., Broward County Circuit Court, Case No: CACE-17-011156 (21)***

The Master Fund filed suit against the guarantors of a Los Angeles, California online women's clothing retailer, seeking to recover \$1,981,239.20, plus interest, costs, and attorneys' fees for breach on guaranties on a \$1,800,000 revolving note. On October 21, 2019, guarantor's counsel withdrew. On January 13, 2020, the court entered a clerk's default against all defendants, but the Master Fund did not elect to seek a judgment.

Receiver's counsel obtained a Default Final Judgment in the amount of \$3,924,493.15. Receiver's counsel issued post-judgment Fact Information Sheets to the borrower and Mr. Stikeleather, and received prompt responses. According to those statements, it does not appear that the borrower and Mr. Stikeleather have recoverable assets. This loan and judgment will be included for sale as part of the loan portfolio.

- ***AW Exports Pty Ltd. & Ors ats Australian Worldwide Pty Ltd (in liq) & Anor Supreme Court of New South Wales, Proceedings 2017/00040926; In re Pie Face Pty Ltd. (A.C.N. 087 384 736)***

The Master Fund loaned monies to two entities in Australia, Australian Worldwide (a grocery exporter) and Pie Face (a fast food pie chain). Both of those entities are currently in liquidation. In *Australian Worldwide*, the Master Fund retained a receiver/liquidator under Australian procedure to pursue an adversary proceeding against the officer and directors of the debtor, for fraudulent transfers. The Master Fund did not prevail in that proceeding, and the court entered an award of fees and costs in defendants' favor. Defendants have sought to recover approximately \$400,000 (AUS) from the liquidator in that proceeding and, in turn, from the Receiver.

In the *Pie Face* matter, the Master Fund also engaged a receiver/liquidator, which has been served with a \$1.9 million (AUS) tax liability from the Australian Taxation Office, for which the liquidator may potentially also seek indemnification from the Receivership for some amount.

- ***Enterprise Bank & Trust v. In-Land Management Group, L.L.C., Richard C. Schmidt, Sr., Richard C. Schmidt, Jr., and TCA Global Credit Master Fund, LP, Case No. 19CH0470, St. Clair County Circuit Court, Illinois.***

In connection with a February 28, 2017 loan of \$1.1 million to In-Land Management Group, the Master Fund secured a mortgage on real property located at 609 South Breese Street, Millstadt, Illinois 62260. The Master Fund's mortgage is junior to a first mortgage in favor of Enterprise Bank, in the amount of \$800,000. The Bank filed suit to foreclose on its mortgage, and force a sale of the property, which the Bank eventually purchased for \$392,000. The Receiver's counsel continues to be in contact with the Bank's counsel, who is seeking approval of the sale and entry of a deficiency judgment.

VII. THE RECEIVER'S OBSERVATIONS

As stated in the last Report, the Receiver's priorities for the Sixth Reporting Period included initiating and finalizing a sales process for 2200 acres of mostly undevelopable wetlands in Galveston, Texas, settling loan and litigation claims, progressing the sale process for the Receiver's extensive loan portfolio, and progressing work on the Receiver's proposed distribution plan and first interim distribution.

The Receiver again is pleased to report significant progress on stated priorities. With respect to the Galveston wetland properties, the Receiver conducted due diligence into numerous alternatives for maximizing value, and then successfully negotiated a sale of the parcels for an amount equal to the highest of five independent appraised values, subject to higher offers that might be received following publication of notice. After receiving Court approval of the sale

process and terms, the Receiver successfully closed on a sale of the properties for \$2,524,000.

With respect to SPVs, the Receiver closed on the sale of the assets of Champion Pain, obtained the last of the proceeds from the three Indumate SPV sales, and completed negotiation of an agreement for the sale of EP World's assets.

With respect to loan collection and litigation matters, the Receiver successfully resolved claims for cash settlements resulting in payments of hundreds of thousands of dollars to the Receivership Estate, and obtained judgments for over \$42 million, plus post-judgment interest, which the Receiver may seek to either collect upon or sell in the upcoming portfolio sale.

Regarding the Receivership's loan portfolio, the Receiver and his investment banker, B. Riley, also made significant progress. Numerous potential purchasers, all of whom executed NDAs, are currently completing their due diligence within the data room containing the loan information in preparation for the bidding process that will take place shortly.

The Receiver and his team also completed collection of documents necessary to prepare a proposed claims and distribution plan in order to make a first interim distribution. Likewise, the Receiver's forensic accounting professionals completed their analysis of the data received from nominees and beneficial owners regarding individual beneficial-owner-level transactions to aid the Receiver in developing his upcoming distribution plan.

Last, but not least, the Receiver also continued to investigate significant claims against various parties on behalf of the Receivership Estate, as well as continued to progress the fraudulent transfer claims and demands already asserted or filed.

VIII. CONTINUING WORK

During the next reporting period, the Receiver's priorities will include completion of the sale of the Receivership's loan and judgment portfolio, and completion and submission of the

Receiver's distribution plan and proposal for first interim distribution.

The Receiver and counsel will also continue to investigate and file third party litigation claims, while seeking to settle such matters pre-suit wherever feasible. As previously mentioned, the value of assets in the Receiver's possession (excluding litigation claims) is far less than stated on the Funds' NAVs reported to investors and prospective investors. Accordingly, substantial litigation recoveries are essential to maximizing stakeholder distribution.

The Receiver and his professionals will also continue to seek to resolve matters holding up the sale of remaining SPVs, as well as to resolve ongoing collection litigation and other collection matters.

Finally, the Receiver and his team will continue to handle investor inquiries and provide investors and investment advisors with information as it becomes available.

Respectfully submitted,

Jonathan E. Perlman, Esq.
Florida Bar No. 773328
jperlman@gjb-law.com
Receiver for the Receivership Entities

-and-

GENOVESE JOBLOVE & BATTISTA, P.A.
100 S.E. Second Street, 44th Floor
Miami, Florida 33131
Telephone: (305) 349-2300

By: s/Elizabeth G. McIntosh
Elizabeth G. McIntosh
Florida Bar No. 1011555
emcintosh@gjb-law.com
Gregory M. Garno, Esq.
Florida Bar No. 87505
ggarno@gjb-law.com
*Attorneys for Jonathan E. Perlman, Esq.,
Receiver for the Receivership Entities*

CASE NO. 20-CIV-21964-CMA

CERTIFICATE OF SERVICE

I hereby certify that on November 19, 2021, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified via transmission or Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

/s/ Elizabeth G. McIntosh
Attorney

[12455-001/3447101/8]

Exhibit “A”

**TCA Activity - Receiver Accounts at Axos Bank
Sources and Uses of Funds**

	Receiver 1st Qtrly Report May 11 - Aug. 4	Receiver 2nd Qtrly Report Aug. 5 - Nov. 2	Receiver 3rd Qtrly Report Nov. 3 - Jan. 29	Receiver 4th Qtrly Report Jan. 30 - May. 25	Receiver 5th Qtrly Report May 26 - Jul. 29	Receiver 6th Qtrly Report Jul. 30 - Nov. 18	Case-to-Date
TCA Account Beginning Balance	\$ -	\$ 13,390,131	\$ 12,680,225	\$ 12,345,339	\$ 12,147,587	\$ 63,448,914	\$ -
TCA Fund Management Group Corp - x5045	\$ -	\$ 255,272	\$ 371,015	\$ 383,686	\$ 441,560	\$ 458,148	\$ -
TCA Global Credit Fund GP, Ltd. - x5037	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TCA Global Credit Master Fund, LP - x5003	\$ -	\$ 8,863,289	\$ 8,031,170	\$ 7,681,150	\$ 7,433,933	\$ 52,713,178	\$ -
TCA Global Credit Fund, LP - x5011	\$ -	\$ 9,015	\$ 9,028	\$ 9,034	\$ 615	\$ 615	\$ -
TCA Global Credit Fund, Ltd. - x5029	\$ -	\$ 4,262,555	\$ 4,269,012	\$ 4,271,469	\$ 4,271,479	\$ 4,274,424	\$ -
TCA Global Credit Master Fund, 11 -x5060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,002,548	\$ -
Sources of Funds: ¹							
Transfer From Butterfield Bank	13,209,223	-	-	-	-	-	13,209,223
Transfer from BB&T Bank	143,992	-	-	-	-	9,313	153,306
Transfer from Ocean Bank	143,690	-	-	-	-	-	143,690
Transfer from Morgan Stanley	-	-	519,782	-	-	-	519,782
Business Income	44,092	80,958	71,513	207,643	437,190	70,242	911,637
Interest Income	17,749	19,641	6,973	14,265	29,963	39,570	128,161
Business Asset Liquidation	-	46,019	-	379,592	51,879,353	2,760,081	55,065,045
Settlement Proceeds	-	-	-	-	-	1,580,326	1,580,326
Miscellaneous - Other	32,690	35,000	3,890	1,428	-	-	73,008
Total Sources	\$ 13,591,437	\$ 181,618	\$ 602,159	\$ 602,928	\$ 52,346,506	\$ 4,459,532	\$ 71,784,179
Uses of Funds: ¹							
Business Asset and Operating Expenses							
Independent Contractor	13,771	52,807	50,058	17,505	3,266	2,651	140,058
IT Expense	7,334	18,778	11,172	5,081	600	7,141	50,106
Storage	50	4,258	3,219	3,469	5,348	4,258	20,602
Other	-	1,982	9,273	14,675	75,992	1,009	102,931
Insurance Premium	18,620	3,217	-	-	846	-	22,683
HR Expense	-	-	-	-	-	-	-
Payroll	124,599	-	-	-	-	-	124,599
Payroll Taxes	9,021	-	-	-	-	-	9,021
Service Provider	16,750	-	20,000	-	-	-	36,750
Safe Harbor Payment	9,535	-	-	-	-	-	9,535
Receiver or Other Professional Fees	-	-	-	-	-	-	-
Professional Fees	1,625	810,480	843,324	759,951	959,126	1,016,501	4,391,008
Total Uses	\$ 201,306	\$ 891,524	\$ 937,045	\$ 800,680	\$ 1,045,179	\$ 1,031,561	\$ 4,907,294
Cash Balance	\$ 13,390,131	\$ 12,680,225	\$ 12,345,339	\$ 12,147,587	\$ 63,448,914	\$ 66,876,885	\$ 66,876,885
Balance by Account							
TCA Fund Management Group Corp - x5045	\$ 255,272	\$ 371,015	\$ 383,686	\$ 441,560	\$ 458,148	463,274.02	\$ 463,274
TCA Global Credit Fund GP, Ltd. - x5037	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
TCA Global Credit Master Fund, LP - x5003	\$ 8,863,289	\$ 8,031,170	\$ 7,681,150	\$ 7,433,933	\$ 52,713,178	56,129,615.60	\$ 56,129,616
TCA Global Credit Fund, LP - x5011	\$ 9,015	\$ 9,028	\$ 9,034	\$ 615	\$ 615	615.84	\$ 616
TCA Global Credit Fund, Ltd. - x5029	\$ 4,262,555	\$ 4,269,012	\$ 4,271,469	\$ 4,271,479	\$ 4,274,424	4,277,088.69	\$ 4,277,089
TCA Global Credit Master Fund, 11 -x5060	\$ -	\$ -	\$ -	\$ -	\$ 6,002,548	6,006,290.94	\$ 6,006,291
Sum of Account Balances	\$ 13,390,131	\$ 12,680,225	\$ 12,345,339	\$ 12,147,587	\$ 63,448,914	\$ 66,876,885	\$ 66,876,885

**TCA Portfolio Loan Receipts
Summary by Period**

Portfolio Name	Receiver 1st	Receiver 2nd	Receiver 3rd	Receiver 4th	Receiver 5th	Receiver 6th	Case-to-Date
	Qtrly Report May 11 - Aug. 4	Qtrly Report Aug. 5 - Nov. 2	Qtrly Report Nov. 3 - Jan. 29	Qtrly Report Jan. 30 - May. 25	Qtrly Report May 26 - Jul. 29	Qtrly Report Jul. 30 - Nov. 18	
Axos							
Amian Care Services	\$ 24,092	\$ 24,092	\$ 16,061	\$ 24,092	\$ 8,031	\$ 8,031	\$ 104,397
Kapila/Broward Collision	\$ -	\$ -	\$ 14,086	\$ -	\$ -	\$ -	\$ 14,086
Hearts and Hands of Care Inc.	\$ -	\$ 20,489	\$ 21,663	\$ 121,523	\$ -	\$ 22,211	\$ 185,886
Lerner	\$ -	\$ 16,364	\$ -	\$ -	\$ -	\$ -	\$ 16,364
Peak (Welch Settlement)	\$ -	\$ -	\$ 9,703	\$ 11,204	\$ 98,014	\$ -	\$ 118,921
Pacific Ventures Group	\$ 20,000	\$ 20,000	\$ 10,000	\$ 40,000	\$ 20,000	\$ 10,000	\$ 120,000
Ready Refresh	\$ -	\$ 13	\$ -	\$ -	\$ -	\$ -	\$ 13
Cityworks (Bankruptcy)	\$ -	\$ -	\$ -	\$ 10,824	\$ -	\$ -	\$ 10,824
PIE Development/P&D Electric L	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000
Sofame	\$ -	\$ -	\$ -	\$ -	\$ 38,554	\$ -	\$ 38,554
Middlefork	\$ -	\$ -	\$ -	\$ -	\$ 7,591	\$ -	\$ 7,591
DryWorld	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000
Apple Auto - Hallan Iff	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ 40,000
Sprockets	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 30,000	\$ 80,000
Axos Total	\$ 44,092	\$ 80,958	\$ 71,513	\$ 207,643	\$ 437,190	\$ 70,242	\$ 911,637
BB&T							
Comprehensive Care	\$ 1,119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,119
EP World	\$ 4,751	\$ 4,251	\$ 4,251	\$ 5,668	\$ 2,834	\$ -	\$ 21,755
Fortran Corp	\$ 30,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 55,000
ITS Solar	\$ 41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41
Luc Group	\$ 4,556	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,556
Nassau Holdings	\$ 6,108	\$ 6,500	\$ 6,500	\$ 8,000	\$ 5,000	\$ -	\$ 32,108
Redfin	\$ 48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48
Peak (Welch Settlement)	\$ 4,425	\$ 1,475	\$ -	\$ -	\$ -	\$ -	\$ 5,900
Sprockets	\$ 9,000	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
State Security	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ 6,000
Transmarine Acq	\$ 30,000	\$ 30,000	\$ 30,000	\$ 40,000	\$ 20,000	\$ 40,000	\$ 190,000
BB&T Total	\$ 93,048	\$ 76,226	\$ 40,751	\$ 53,668	\$ 27,834	\$ 40,000	\$ 331,527
Total Portfolio Loan Receipts	\$ 137,139	\$ 157,184	\$ 112,264	\$ 261,311	\$ 465,024	\$ 110,242	\$ 1,243,163