**UNITED STATES DISTRICT COURT**
**NORTHERN DISTRICT OF GEORGIA**
**ATLANTA DIVISION**

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION,**

**Plaintiff,**

**v.**

**Civil Action No. 1:24-cv-03583-VMC**

**DRIVE PLANNING, LLC, and RUSSELL TODD BURKHALTER,**

**Defendants,**

**and**

**JACQUELINE BURKHALTER, THE BURKHALTER RANCH CORPORATION, DRIVE PROPERTIES, LLC, DRIVE GULFPORT PROPERTIES LLC, and TBR SUPPLY HOUSE, INC.,**

**Relief Defendants.**

_____/

# RECEIVER'S NINTH STATUS REPORT

Kenneth D. Murena, the court-appointed Receiver (the "Receiver") in the above-captioned enforcement action, submits his Ninth Status Report setting forth his activities and efforts to fulfill his duties under the Order Appointing Receiver [ECF No. 10] (the "Appointment Order") for the period from July 1, 2026, through September 30, 2026 (the "Reporting Period").

# TABLE OF CONTENTS

I. SUMMARY ..... 4

II. COMPLAINT, ENTRY OF PRELIMINARY INJUNCTION, AND APPOINTMENT OF RECEIVER ..... 19

A. Preliminary Injunction and Appointment of Receiver ..... 20

III. THE RECEIVER'S EFFORTS TO FULFILL HIS DUTIES UNDER THE APPOINTMENT ORDER ..... 21

A. Receiver's Employment of Professionals ..... 21

B. Securing and Reviewing Books and Records of Drive Planning ..... 22

1. Subpoenas during the Reporting Period ..... 23

2. Analysis of Records and Consolidation of Investor Accounts ..... 23

3. Claims Against Drive Planning Agents ..... 25

4. Claims Against Net Winners ..... 27

C. Real Property, Businesses, and Personal Property in Which Receivership Estate Has an Interest ..... 29

1. Real Properties and Businesses in Georgia, Florida, Indiana, and Mexico ..... 29

i. Efforts to Sell and Manage Properties ..... 29
ii. The Burkhalter Ranch ..... 31
iii. Staurolite Barn ..... 32
iv. Jon Clement, TBR Outdoor Supply, LLC, and Trigger Time Gun and Pawn, LLC ..... 33
v. Club 201 and the Detroit in St. Petersburg, Florida ..... 35

2. Investment in Real Property in Medellin, Colombia ..... 36

3. Real Property Owned or Occupied by Third Parties.....37

4. Deeds of Trust and Investments in Real Property in Tennessee.....40

5. Transfers to Embry Development Company for Real Estate Projects.....42

6. Drive Plan Financial Services LLC.....43

7. Personal Property.....45

i. Luxury Furniture.....45

8. SFHR Development LLC (Sarah and Andy Fisher).....46

9. Bradford Private Placement Investments.....48

D. Known Investors and Creditors.....49

E. Investor Communications.....50

F. Claims Process.....51

G. Identifying and Pursuing Liquidated and Unliquidated Claims.....52

IV. CASH-ON-HAND AND ACCRUED EXPENSES OF ESTATE.....53

V. CONCLUSION.....54c

## VI. SUMMARY

Since his appointment on August 13, 2024, the Receiver has made significant progress in identifying, securing, and recovering all identified funds, assets, and records of Drive Planning LLC (the "Receivership Estate"). These efforts resulted in the recovery of $11,886,945.49 during the Reporting Period from the sale of real estate, rental income, the liquidation and proceeds from certain assets that David Bradford had turned over to the Estate, settlements with companies with which Drive Planning did business or to which it transferred funds, settlements with net winners, and settlements with certain Drive Planning agents and insiders who had received commissions for soliciting investors. As of the end of the Reporting Period, the Estate held $84,776,399.72 in cash-on-hand in the fiduciary accounts at City National Bank of Florida, Synovus Bank, and Huntington National Bank and in the operating account for the Florida properties at Truist Bank. These funds in the fiduciary accounts are maintained in insured cash sweep accounts that are fully FDIC insured and earned interest at a rate of 3.05% (which increased to 3.25% in one account and to 3.30% in the other two accounts) totaling $616,725.60, during the Reporting Period.

During the Reporting Period, the Receiver and Receiver's Lead Counsel undertook extensive efforts to fulfill the Receiver's duties under the Appointment Order. In particular, the Receiver and Receiver's Lead Counsel devoted time to the

management, maintenance, and sale of real properties and personal property owned by Drive Planning and/or acquired with investor funds. This included overseeing the marketing for sale of real estate in Georgia, Florida, Indiana, South Carolina, Mexico and Alabama, coordinating with realtors and property managers, and addressing operational issues with rental properties, such as payment of maintenance expenses, HOA fees, and property taxes, insurance renewals, renegotiating leases, and addressing tenant disputes. During the Reporting Period, and pursuant to Court approval (ECF Nos. 378, 398, 437, 441, 446, 405, 464 and 467) the Receiver closed on the sales of eight properties: (i) Solaz Condo unit in Cabo San Lucas, Mexico for $4,138,000, (ii) Regency Villas in St. Petersburg, Florida for $2,650,000, (iii) Tower Road in Mineral Bluff, Georgia for $1,350,000, (iv) Preot Street in Sumter, South Carolina for $160,000; (v) Calypso Way in Cumming, Georgia for $600,000; (vi) Grimble Court in Sumter, South Carolina for $143,000; (vii) 43rd Avenue in St. Petersburg, Florida for $580,000; and (viii) East Second Street in Blue Ridge, Georgia for $575,000. Shortly after the Reporting Period, the Receiver closed on the sale of a property located on Melton Street in Montevallo, Alabama for $125,000. *See* ECF No. 473 (Order approving sale). These transactions generated $10,321,000 from sales completed during the Reporting Period (netting the Estate $9,536,491.35) and $125,000 from the sale completed shortly thereafter (netting the Estate $111,832.63).

In addition to the proceeds realized from asset sales, the Receiver's continued management of the receivership properties generated $29,002.20 in rental income for the Estate.

During the Reporting Period, the Receiver continued his investigation into improper transfers made to insiders, affiliates, and third parties. In prior reporting periods, the Receiver issued demand letters to former Drive Planning agents, advisors, and other individuals who received significant transfers of investor funds without providing reasonably equivalent value to Drive Planning in return. The Receiver obtained Court approval to enter into agreements (pursuant to certain settlement procedures and meeting particular settlement amount thresholds) with various agents for the return of all or a portion of the commissions they had received from Drive Planning.

During a prior reporting period, upon obtaining leave of this Court, the Receiver initiated an ancillary action against forty-six former agents and affiliates of Drive Planning, asserting claims for fraudulent transfer and unjust enrichment and seeking to recover more than $27.5 million. The Receiver also initiated a second ancillary action against certain former agents, seeking to recover in excess of $3.3 million in commissions they received for selling illegal, unregistered securities and procuring investors for Drive Planning. During the Reporting Period, the Receiver continued fact discovery in those two ancillary actions, and continued preparing the

cases for trial, including coordinating with the Receiver's forensic accountant regarding the preparation of an expert report, and seeking an extension of the remaining pre-trial deadlines to facilitate mediation with certain defendants in the first ancillary action. During the next reporting period, the Receiver intends to seek entry of default judgments against those defendants who have failed to appear or otherwise respond to the complaints, to schedule and participate in mediations with certain defendants, and to continue prosecuting the ancillary actions against the remaining defendants.

At the same time, the Receiver continued to engage in settlement discussions and pursue negotiated resolutions where appropriate in an effort to maximize recoveries for the Receivership Estate while minimizing litigation costs.

Pursuant to settlements reached with former agents, the Receiver has entered into settlement agreements providing for total recoveries of $4,749,671.30. In addition to these cash recoveries, certain settlement agreements require the turnover or liquidation of assets for the benefit of the Receivership Estate. To date, the Receiver has collected $2,638,157.29 under those agreements (with the remainder to be paid in monthly installments over the next several months), including $683,880.02 during the Reporting Period.

During the Reporting Period, the Receiver devoted substantial time and resources to pursuing recovery from individuals and entities who received more

from Drive Planning than they had invested (the "Net Winners"). Because Drive Planning operated as a Ponzi scheme, the Receiver has asserted that these recipients received fictitious profits and other transfers funded with money contributed by later investors, rather than legitimate investment returns, and therefore seeks recovery of those transfers for the benefit of the Receivership Estate and the defrauded investors. To maximize recoveries while minimizing litigation costs, the Receiver undertook an extensive pre-suit settlement initiative, issuing individualized demand letters to Net Winners that detailed the factual basis for the Receiver's claims, the transfers at issue, and the legal theories supporting recovery. Following issuance of those demands, the Receiver and his professionals engaged in extensive correspondence and negotiations with numerous recipients and their counsel, responding to legal and factual disputes, analyzing defenses asserted by the recipients, and evaluating settlement proposals.

As part of these negotiations, many recipients asserted that immediate payment of the Receiver's demand would impose a significant financial hardship. In response, the Receiver developed and implemented procedures requiring recipients seeking substantial reductions of the Receiver's demands to submit sworn financial disclosure packages, including tax returns, bank statements, financial statements, and supporting documentation substantiating their claimed inability to pay. These efforts required extensive communications with recipients and their

counsel, review of voluminous financial records, preparation and revision of settlement agreements, and ongoing administration of settlement payments.

During the Reporting Period, the Receiver entered into settlement agreements providing for total recoveries of $2,334,451.38 from Net Winners, including installment payment arrangements where appropriate, and received $1,838,360.07 under those agreements, including $833,714.13 during the Reporting Period. During the Reporting Period, the Receiver entered into tolling agreements with certain Net Winners to preserve the Receivership Estate's claims while engaging in settlement negotiations. Additionally, the Receiver has been preparing an ancillary action against those Net Winners who have declined to resolve the Receiver's claims through settlement. The complaint is currently being finalized, and the Receiver anticipates filing the ancillary action during the next reporting period.

During a prior reporting period, the Receiver completed negotiations and entered into an agreement with former Drive Planning agent, David Bradford, who had received the largest amount of transfers from Drive Planning, providing for his turnover of millions of dollars' worth of assets, including thirteen real properties in South Carolina and Alabama, a 30% interest in a multi-unit apartment community in Alabama, seven private placement investments, twenty-five life insurance policies, and one IRA. During the Reporting Period, the Receiver and his

professionals continued to undertake efforts to effectuate the transfer of and realization of assets transferred.

During a prior reporting period, the Receiver filed three motions against former Drive Planning agents and/or high-level insiders seeking the turnover of and imposition of constructive trusts over real properties in Florida, Georgia, and Indiana acquired with misappropriated investor funds and the imposition of constructive trusts over those assets. *See* ECF Nos. 98, 114, 131. The Court granted two of the Receiver's motions, ordering the owners/occupants of properties in Florida and Georgia to sign Quit Claim Deeds transferring title to the Estate and vacating the premises by dates certain. *See* ECF Nos. 152 and 163.

In one of those motions, the Receiver sought turnover of and imposition of a constructive trust over real property located in Indianapolis, Indiana purchased with approximately $1.9 million in misappropriated investor funds and titled in the name of former Drive Planning agent Gerardo Linarducci and his wife. *See* ECF No. 131. Shortly after the Receiver's filing, Mr. Linarducci filed a petition for bankruptcy protection. *See* ECF No. 151. During a prior reporting period, the Receiver actively litigated issues arising from the automatic stay imposed by the Bankruptcy Code and pursued relief in the Bankruptcy Court to allow the Receivership Court to confirm the Estate's ownership of the property, pursuant to the definitions of Receivership Assets and Recoverable Assets in the Appointment Order, and recover that property

given the imposition of a constructive trust upon it by operation of law when it was acquired, years before the bankruptcy filing, thus making it not property of the Bankruptcy Estate. Following extensive briefing and multiple hearings, the Bankruptcy Court granted the Receiver's motion for relief from the automatic stay, permitting the Receiver to refile the constructive trust motion in the District Court. During the prior reporting period, the Receiver filed his renewed motion for turnover and constructive trust as to the Indiana property. On May 21, 2026, the Court granted the Receiver's renewed motion, declared that any interest held by the Linarduccis in the property was subject to a constructive trust in favor of the Receivership Estate relating back to the date the property was acquired, and ordered the Linarduccis to execute a quitclaim deed conveying the property to the Receiver and vacate the property within forty-five (45) days. During the prior reporting period, the Linarduccis executed the quitclaim deed and vacated the property. The Receiver recorded the deed and promptly listed the property for sale for the benefit of the Receivership Estate; however, marketing efforts have revealed significant challenges associated with the property's condition, including deferred maintenance and necessary repairs. The Receiver continues to work with the listing agent to evaluate necessary repairs, assess market conditions, and determine an appropriate pricing strategy to maximize the property's value for the benefit of the Receivership Estate. The property is currently listed for sale at $1,999,999.00.

In parallel, the Receiver continued to prosecute an adversary proceeding against Mr. Linarducci in the Bankruptcy Court, seeking to exempt from his bankruptcy discharge nearly $6 million in debts arising from the fraudulent commissions he received from Drive Planning. The parties have now moved into the discovery phase of the adversary proceeding.

During a prior reporting period, the Receiver filed a Motion for Turnover of and Imposition of a Constructive Trust over the Bliss Condominium Unit owned by Defendant Russell Todd Burkhalter and Relief Defendant Jacqueline Burkhalter (the "Bliss Condominium Unit"), as more than $1 million in Drive Planning investor funds were traced to its acquisition, and seeking an order declaring the Bliss Condominium Unit to be Receivership Property subject to a constructive trust in favor of the Estate. The Court granted the Receiver's motion, found that the property is subject to a constructive trust in favor of the Receivership Estate, and ordered the turnover of title and possession to the Receiver. *See* ECF No. 246. During the Reporting Period, the Receiver continued to make repairs to the Bliss Condominium Unit to ensure it is in marketable condition and positioned for listing and sale.

During the Reporting Period, the Receiver also continued efforts to resolve his claims against Embry Development Group, LLC ("Embry"), a Georgia-based developer to which Drive Planning transferred in excess of $6 million. Following unsuccessful settlement negotiations, the Receiver initiated an ancillary action

against Embry to recover those funds. Thereafter, Embry filed a motion to dismiss the Receiver's complaint. Shortly following the Reporting Period, the Receiver filed his response in opposition to Embry's motion to dismiss and will continue to prosecute the ancillary action for the benefit of the Receivership Estate.

During the prior reporting period, the Receiver finalized negotiations with the Estate of Richard A. McNelley and his successors, Vanessa McNelley and Wesley McNelley (collectively, the "McNelley Parties"), regarding the Blue Ridge property, which had become a significant financial burden to the Receivership Estate due to its lack of equity (based on its market value and loan balance due to the McNelley Parties), ongoing carrying costs, and disputes affecting its marketability. The Receiver filed a motion seeking approval of a Settlement and Release Agreement, which the Court approved during the prior reporting period. Pursuant to the approved settlement, the Receiver agreed to convey the property to the McNelley Parties by deed in lieu of foreclosure in exchange for the return of $306,593.25 in post-receivership mortgage payments previously made by the Estate, together with an additional $10,000 payment for certain personal property remaining at the premises, resulting in a total recovery of $316,593.25 for the Receivership Estate. *See* ECF Nos. 425, 438. The settlement also eliminates the Estate's continuing obligations associated with the property, including mortgage payments, insurance, property taxes, and the costs and risks of further litigation and ownership, thereby

preserving additional assets for the benefit of defrauded investors. *See id*. During the Reporting Period, the Receiver obtained the proceeds from the settlement and worked to comply with his obligations thereunder.

During a prior reporting period, the Receiver investigated and pursued claims arising from approximately $1.58 million in investor funds transferred by Drive Planning to SFH Holdings LLC, SFHR Development LLC, and Andrew and Sarah O'Gara, including approximately $1.085 million used in connection with the marketing and promotion of Drive Planning through the Whiteland Raceway Park project and $500,000 paid toward the purchase of a twenty percent ownership interest in SFH Holdings. After confirming that the $1.085 million had in fact been utilized for the agreed upon marketing and promotional purposes, the Receiver focused on recovering Drive Planning's $500,000 investment in SFH Holdings. Following the sale of the Whiteland Raceway Park property, a portion of the sale proceeds was retained in escrow pursuant to an agreement among the parties while the Receiver investigated and evaluated the Estate's claims. These efforts ultimately resulted in a negotiated settlement, subject to Court approval, pursuant to which the Receivership Estate would recover $176,083.00 in exchange for a release of the Estate's claims against the settling parties. During the Reporting Period, the Receiver filed his motion to approve the settlement and received the settlement amount. *See* ECF No. 456.

During the initial reporting period, the Receiver inspected a bar owned by Mr. Burkhalter, located in the historic Detroit building in downtown St. Petersburg, Florida known as Club 201 at the Detroit ("Club 201"). The Receiver filed a Motion for Turnover of and Imposition of Constructive Trust over Club 201, LLC, which was granted during a prior reporting period, after which the Receiver took control of and worked to stabilize the business's operations and resolve outstanding issues, including unpaid taxes and liens, that previously complicated efforts to market and sell the business. With these matters resolved, during the Reporting Period, the Receiver continued to oversee Club 201's operations to preserve the value of the business pending a sale or other disposition and to provide due diligence materials and information to individuals who expressed an interest in purchasing Club 201. Because none of these individuals made a reasonable offer to purchase Club 201, shortly after the Reporting Period, the Receiver retained an experienced business broker to expand marketing efforts, identify prospective purchasers, and facilitate its sale.

During a prior reporting period, the Receiver initiated an additional ancillary action against Jon Clement and Trigger Time Gun and Pawn, LLC to recover approximately $1.4 million in investor funds that Drive Planning had improperly transferred to them. These funds were diverted and used to acquire firearms inventory, fund business operations unrelated to Drive Planning, and pay personal

expenses, without any goods, services, or reasonably equivalent value provided to Drive Planning in return. The Receiver asserts claims for actual and constructive fraudulent transfer under the Georgia Uniform Voidable Transactions Act, as well as unjust enrichment, and seeks to avoid and recover the transfers for the benefit of the Receivership Estate and its investors. The parties attended a judicial settlement conference on October 27, 2026, during which the parties agreed to continue negotiations and exchange information to facilitate a resolution with the assistance of the Magistrate Judge and to reconvene on November 16, 2026.

During the Reporting Period, the Receiver continued to operate the Burkhalter Ranch and Staurolite Barn and to liquidate certain associated assets not necessary for operations, for the benefit of the Receivership Estate. During a prior reporting period, the Receiver launched a dedicated asset-sale website (www.ReceivershipAssetSale.com) to market unused and unnecessary ranch equipment, tools, trailers, utility vehicles, furniture, and other personal property to the public, and facilitate the sale of multiple items and the recovery of funds for the Estate. During the Reporting Period, the Receiver continued to maintain and update that website and to otherwise market for sale equipment and furniture that had been purchased with investor funds but were not necessary for ongoing operations or properties, further reducing carrying costs while generating liquidity. The Receiver successfully completed the registration of the cattle with the American Highland

Cattle Association, thereby increasing their value and allowing them to be marketed and sold as registered livestock rather than at the lower prices generally associated with unregistered cattle. Shortly following the Reporting Period, two calves were born at the Burkhalter Ranch. Additionally, the Receiver generated revenue from a wedding hosted at Staurolite Barn, which continues to be actively marketed as an event venue to generate additional income for the Receivership Estate pending its sale or other disposition.

During a prior reporting period, the Receiver filed a Motion to Approve Claims Process and for Authorization to Employ Stretto Inc. as Noticing and Claims Processing Agent. *See* ECF No. 240. The motion outlined a comprehensive procedure for administering and adjudicating claims of investors and creditors of Drive Planning, including the form of the Legal Notice of Claims Process and Proof of Claim and Release Form. On August 25, 2025, the Court entered an Order granting the motion and approving the Receiver's proposed claims process. *See* ECF No. 251. During the Reporting Period, the Receiver filed an Unopposed Motion to Approve Final Claims Determinations, Plan of Distribution, and Initial Distribution to Claimants with Allowed Claims and an unopposed amended version of that motion. *See* ECF Nos. 449, 451. The amended motion proposed a hybrid rising-tide distribution methodology to address concerns raised by certain investors regarding the treatment of funds previously withdrawn from and subsequently

reinvested into Drive Planning. The Receiver identified approximately 883 claims potentially affected by these reinvestment transactions and proposed conducting an individualized, transaction-by-transaction review to distinguish reinvestments of principal from withdrawals constituting actual recoveries. Following the Court's approval of the Receiver's proposed investigation of these transactions and amended distribution methodology, the Receiver, with the assistance of his professionals, commenced a comprehensive claim-by-claim analysis of the affected investors' transaction histories, including reviewing the timing, amounts, and sources of withdrawals and subsequent reinvestments. This extensive review remains ongoing and is necessary to ensure that the initial distributions are calculated accurately and equitably. Upon completion of this analysis, the Receiver intends to submit a revised Reconciled Claims Report reflecting the recalculated recovery percentages and proposed initial distribution amounts for the Court's approval.

Further, during the Reporting Period, the Receiver continued to monitor, provide oversight and input regarding, and explore options for recovering Drive Planning's real estate development investments in Tennessee, specifically: (i) the Franklin Limestone / Mount View Road Project, which is under contract with a national homebuilder and progressing through final governmental approvals with anticipated repayment by the end of 2026, (ii) the Horton Highway Project, which remains undeveloped and requires additional infrastructure investment and potential

parcel sales or restructuring strategies to facilitate recovery, and (iii) the Manchester Pointe Townhomes Project, for which horizontal development is nearing completion and the developer is actively pursuing vertical construction financing anticipated to repay the Receivership Estate in the near future. In connection with the Horton Highway Project, because there is no formal construction financing or loan currently in place to support development, the parcels have been listed for sale, with individual lots being marketed at approximately $1 million each as part of an effort to generate interest and maximize recovery.

Lastly, the Receiver and his professionals provided regular communications with hundreds of investors, responding to inquiries, facilitating their submission of information and documents evidencing their investments and losses, and providing status updates regarding the Receivership and the SEC Action.

The Receiver will continue to work diligently with his team of professionals to fulfill his duties under the Appointment Order and report his efforts and activities in status reports and other court filings until such time as the Court may discharge him of his duties.

## II. COMPLAINT, ENTRY OF PRELIMINARY INJUNCTION, AND APPOINTMENT OF RECEIVER

On August 13, 2024, the Securities and Exchange Commission ("SEC") filed a Complaint for Injunctive Relief, Civil Monetary Penalties, and Other Equitable Relief against Drive Planning, LLC and Russell Todd Burkhalter, alleging they

operated a massive Ponzi scheme under the guise of real estate-related investment programs. *See* ECF No. 1.

**A. Preliminary Injunction and Appointment of Receiver**

As detailed in the SEC's initial filings and the Court's prior orders, the SEC filed an Expedited Motion for Emergency Relief to prevent the dissipation of assets and continued defrauding of investors. *See* ECF No. 2. The Court found that the SEC had established a *prima facie* case of securities law violations by Defendants Burkhalter and Drive Planning, and that the Relief Defendants improperly received funds derived from the fraudulent activities. *See* ECF No. 11 at ¶¶ 2, 4. Accordingly, the Court entered a Preliminary Injunction freezing the assets of the Defendants and Relief Defendants, prohibiting the destruction of documents, and requiring an accounting. *See id.* On August 13, 2024, the Court also entered an Order Appointing Kenneth D. Murena, Esq., as Receiver over Drive Planning and all assets derived from investor funds. *See* ECF No. 10. The Receiver was tasked with, *inter alia*, securing and recovering assets traceable to investor funds, managing and liquidating Receivership assets, and filing quarterly reports with the Court. *See id.* at ¶¶ 4–7, 54.

## III. THE RECEIVER'S EFFORTS TO FULFILL HIS DUTIES UNDER THE APPOINTMENT ORDER

### A. Receiver's Employment of Professionals

Promptly after his appointment, pursuant to his authority under the Appointment Order and with this Court's approval, the Receiver employed legal counsel, forensic accountants, and other professionals to assist in taking possession, custody, and control of all identified assets of Drive Planning, marshaling records and assets in the hands of third parties, affiliates, and insiders of Drive Planning, analyzing and reconstructing Drive Planning's financial records, investigating potential assets and claims of the Estate, developing a secure online portal to obtain information and documents from investors, and otherwise fulfilling his duties under the Appointment Order. Specifically, the Receiver employed Damian Valori Culmo as his lead counsel ("Lead Counsel"), Henry F. Sewell Jr. LLC as his Georgia counsel ("Georgia Counsel"), and Hays Financial Consulting LLC as his forensic accountant, financial advisor, and tax consultant ("Forensic Accountant"). *See* ECF Nos. 21, 24.

Further, the Receiver employed Preti Flaherty Beliveau & Pachios, LLP as counsel in New Hampshire to assist with litigation pending against Drive Planning, and Johnathan Pikoff as counsel in San José del Cabo, Mexico, to take control of and facilitate the marketing and sale of real property of the Receivership Estate,

address legal and tax issues related to the Mexican entity that owns the property, and ensure the sale proceeds are transferred to the Estate. *See* ECF Nos. 46, 47.

Additionally, the Receiver obtained the Court's approval to employ Stretto Inc. to set up and manage a secure online portal through which investors could upload information and documents necessary for the Forensic Accountant to complete the reconstruction of Drive Planning's accounts and which facilitated the processing of claims in the claims process that was approved by the Court and implemented by the Receiver in this Receivership. *See* ECF No. 37. Finally, the Court approved the Receiver's employment of a captain to maintain the 70-foot yacht while the Receiver was marketing it for sale. *See* ECF No. 42.

During a prior reporting period, the Receiver sought and obtained the Court's approval to employ Bose McKinney & Evans LLP as his local bankruptcy counsel in Indiana. *See* ECF Nos. 240, 242. Bose McKinney & Evans, through partner James P. Moloy, was engaged to represent the Receiver in the Chapter 13 bankruptcy case filed by former Drive Planning agent Gerardo Linarducci (Case No. 25-03768-JMC-13) in the United States Bankruptcy Court for the Southern District of Indiana.

**B. Securing and Reviewing Books and Records of Drive Planning**

During the Reporting Period, the Receiver continued to take steps to obtain, secure, organize, and review the books and records of Drive Planning in compliance with the Appointment Order. The Receiver and his team continued the review of

these records to identify communications, transaction histories, and other documents that assisted in formulating the distribution plan based on the final determinations in the claims administration process and tracing investor funds and determining the extent, use, and location of assets of the Receivership Estate.

**1. Subpoenas during the Reporting Period**

During the Reporting Period, the Receiver continued investigating potential claims against a financial institution arising from its accounts and relationship with Drive Planning and the movement of investor funds through those accounts. In furtherance of this investigation, on September 15, 2026, the Receiver issued an additional subpoena duces tecum to seeking documents and communications concerning Drive Planning, the Relief Defendants, and their associated accounts. Further, during the Reporting Period, the Receiver continued conferring and negotiating with the financial institution regarding the scope of its document production, including the production of internal compliance records and underlying documents relating to suspicious activity.

**2. Analysis of Records and Consolidation of Investor Accounts**

During the Reporting Period, the Receiver and his forensic accounting team continued analyzing Drive Planning's financial records and investor transaction data to ensure accurate calculation of each investor's net loss and proposed initial distribution amount for purposes of the proposed distribution plan. This review

included identifying and reconciling accounts in which investors transacted through limited liability companies or other entities, rather than in their individual names. In several instances, the same individuals both invested and received commissions through affiliated entities, requiring consolidation of those accounts to avoid duplication and properly determine their net investment position.

The Receiver's forensic accountant continued the cross-referencing of deposits, withdrawals, and commission payments across personal, joint, and entity accounts to produce a comprehensive money-in, money-out analysis for each claimant for purposes of the claim process and formulation of the distribution plan. This work ensured that all investments, redemptions, and commission payments were attributed to the correct beneficial owner and formed the basis of the Receiver's final determination of each claimant's claim amount under the Court-approved claims process and the initial distribution amounts under the proposed rising-tide distribution plan. During the Reporting Period, the Receiver and his forensic accounting team substantially completed the review and reconciliation of investor claims, culminating in the filing of the Receiver's Unopposed Motion to Approve Final Claims Determinations and Plan of Distribution on July 14, 2026 and Unopposed Motion to Approve Final Claims Determinations, Plan of Distribution, and Initial Distribution to Claimants with Allowed Claims on August 11, 2026. ECF Nos. 449, 451.

### 3. Claims Against Drive Planning Agents

Based on the Receiver's forensic analysis and reconstruction of Drive Planning's financial records, during prior reporting periods, the Receiver issued demand letters to numerous former agents and advisors of Drive Planning who received commissions funded by investor monies in return for procuring investments in Drive Planning's fraudulent scheme. The letters demanded the return of commissions to the Receivership Estate and detailed the Receiver's legal claims under the applicable fraudulent transfer statutes, as well as unjust enrichment. For those agents who were also investors and had no knowledge of the fraudulent nature or activities of Drive Planning, the Receiver considered the amounts they invested and the investment returns and commissions they received from Drive Planning in determining whether they received a recoverable net gain (as a fraudulent transfer and/or unjust enrichment) or suffered a net loss. For those investor/agents who suffered a net loss, the Receiver determined that no recovery was warranted and withdrew his demand letters.

During a prior reporting period, the Receiver filed a motion for authority to commence ancillary actions to recover commissions from Drive Planning agents, net gains from investors, and other amounts from third parties and to approve settlement procedures to streamline the resolution of claims before and during litigation. *See* ECF No. 230. Thereafter, the Court granted that motion and the

Receiver filed two complaints commencing an ancillary action in the U.S. District Court for the Northern District of Georgia, asserting fraudulent transfer and unjust enrichment claims against forty-six agents, seeking to recover the commissions they had received from Drive Planning in connection with bringing investors into the Drive Planning scheme or, if they were also investors, to recover the net gains they had received as a result of their commissions. *See* Case No. 1:25-cv-04587-VMC at ECF No. 1 and 1:26-cv-03668-VMC at ECF No. 1.

During the prior reporting period and the current Reporting Period, the Receiver received partial or full payments from certain agents to whom the Receiver had sent demand letters to recover the commissions and/or net gains they had received from Drive Planning and actively negotiated with others who were not named as defendants in the Court-authorized ancillary actions the Receiver filed against Drive Planning agents who had received significant commissions.

The Receiver continued to prosecute the ancillary actions throughout the Reporting Period. The Receiver will continue to evaluate additional claims, negotiate settlements to the extent doing so maximizes recoveries while minimizing litigation expenses, and aggressively pursue litigation against those parties who fail to resolve the Receiver's claims on acceptable terms.

**4. Claims Against Net Winners**

During the Reporting Period, the Receiver devoted substantial time and resources to pursuing recovery from individuals and entities who received more from Drive Planning than they had invested – Net Winners. Because Drive Planning operated as a Ponzi scheme, the Receiver has asserted that these recipients received fictitious profits and other transfers funded with money contributed by later investors, rather than legitimate investment returns, and therefore seeks recovery of their net gains (*i.e.*, the amount in excess of their principal investment that Drive Planning returned to them) for the benefit of the Receivership Estate and the defrauded investors. To maximize recoveries while minimizing litigation costs, the Receiver undertook an extensive pre-suit settlement initiative, issuing individualized demand letters to Net Winners that detailed the factual basis for the Receiver's claims, the transfers at issue, and the legal theories supporting recovery of the net gains. Following issuance of those demands, the Receiver and his professionals engaged in extensive correspondence and negotiations with numerous recipients or their counsel, responding to legal and factual disputes, analyzing defenses asserted by the recipients, and evaluating settlement proposals.

As part of these negotiations, many recipients asserted that immediate payment of the Receiver's demand would impose a significant financial hardship. In response, the Receiver developed and implemented procedures requiring

recipients seeking substantial reductions of the Receiver's demands to submit sworn financial disclosure packages, including tax returns, bank statements, financial statements, and supporting documentation substantiating their claimed inability to pay their net gains to the Estate. These efforts required extensive communications with recipients or their counsel, review of voluminous financial records, preparation and revision of settlement agreements, and ongoing administration of settlement payments.

During the prior reporting period and the Reporting Period, the Receiver entered into settlement agreements providing for total recoveries of $2,334,451.38 from Net Winners, including installment payment arrangements where appropriate, and received $1,838,360.07 under those agreements, including $833,714.13 during the Reporting Period. Further, during the Reporting Period, the Receiver entered into tolling agreements with certain Net Winners to preserve the Receivership Estate's claims while engaging in settlement negotiations. Additionally, the Receiver has been preparing an ancillary action against those Net Winners who have declined to resolve the Receiver's claims through settlement. The complaint is currently being finalized, and the Receiver anticipates filing the ancillary action during the next reporting period.

### C. Real Property, Businesses, and Personal Property in Which Receivership Estate Has an Interest

Upon his appointment, the Receiver immediately reviewed the SEC's analysis of Defendants' and Relief Defendants' interests in real property and associated personal property and businesses and began marshaling those assets, taking control of or monitoring those businesses as directed in the Appointment Order, and demanding turnover of all such assets held by third parties to the extent there is equity and value for the Receivership Estate.

#### 1. Real Properties and Businesses in Georgia, Florida, Indiana, and Mexico

##### *i. Efforts to Sell and Manage Properties*

During the Reporting Period, the Receiver, with the assistance of reputable and experienced realtors, continued the process of marketing the Georgia, Florida, Indiana, South Carolina, Alabama, and Mexico properties for sale. Additionally, the Receiver continued to manage and collect rent for tenant occupied properties generating $29,002.20 in income during the Reporting Period.

Based on a review of the acquisition history and independent market evaluations, the Receiver determined that many of these properties were acquired at the height of the respective real estate markets and/or in some instances for prices significantly above market value. During the Reporting Period, the Receiver

lowered the listing prices for certain properties for which no purchase offers were received.

During the Reporting Period, the Receiver and Receiver's Lead Counsel undertook extensive efforts and devoted time to the management, maintenance, and sale of real properties and personal property owned by Drive Planning and/or acquired with investor funds. This included overseeing the marketing for sale of real estate in Georgia, Florida, Indiana, South Carolina, Alabama, and Mexico, coordinating with realtors and property managers, and addressing operational issues with rental properties, such as payment of maintenance expenses, HOA fees, and property taxes, insurance renewals, renegotiating leases, and addressing tenant disputes. During the Reporting Period, pursuant to Court approval (ECF Nos. 378, 398, 437, 441, 446, 405, 464 and 467), the Receiver closed on the sales of eight properties: (i) Solaz Condo unit in Cabo San Lucas, Mexico for $4,138,000, (ii) Regency Villas in St. Petersburg, Florida for $2,650,000, (iii) Tower Road in Mineral Bluff, Georgia for $1,350,000, (iv) Preot Street in Sumter, South Carolina for $160,000; (v) Calypso Way in Cumming, Georgia for $600,000; (vi) Grimble Court in Sumter, South Carolina for $143,000; (vii) 43rd Avenue in St. Petersburg, Florida for $580,000; and (viii) East Second Street in Blue Ridge, Georgia for $575,000. Shortly after the Reporting Period, the Receiver closed on the sale of a property located on Melton Street in Montevallo, Alabama for $125,000. *See* ECF

No. 473 (Order approving sale). These transactions generated approximately $10,321,000 from sales completed during the Reporting Period (netting the Estate $9,536,491.35) and $125,000 from the sale completed shortly thereafter (netting the Estate $111,832.63).

As a result of these sales, the Receivership Estate recovered significant funds while eliminating the ongoing expenses associated with owning and maintaining the properties, including property taxes, insurance premiums, utilities, landscaping and general maintenance costs, homeowner or condominium association dues, security expenses, and other carrying costs.

*ii. The Burkhalter Ranch*

During the Reporting Period, the Receiver continued overseeing operations of the Burkhalter Ranch (the "Ranch"), including the maintenance of the property, management of livestock, and preservation of the Ranch's assets pending their eventual disposition. The Ranch continued operating under the supervision of Sean Cook, with the assistance of one full-time and one part-time ranch hand responsible for livestock care, property maintenance, and general operations. The Receiver continued implementing cost-saving measures, including performing maintenance and repairs in-house where feasible and limiting the use of outside contractors, to reduce ongoing operating expenses while maintaining the property in marketable condition.

The Receiver also continued efforts to preserve and enhance the value of the Ranch's cattle herd. These efforts included obtaining and updating registration and ownership records with the American Highland Cattle Association, verifying cattle lineage, and coordinating DNA testing where necessary. The Receiver sought to ensure that the cattle were properly documented as assets under his custody and control and that all registrations accurately reflected the Receiver's authority over the herd. These measures were intended to preserve the cattle's pedigree and breeding value and facilitate their eventual sale or disposition for the benefit of the Receivership Estate.

Additionally, the Receiver continued monitoring the Ranch's breeding operations and the anticipated addition of calves to the herd. Shortly following the Reporting Period, the Ranch welcomed two female Highland calves, named Sonia and Sansa, further expanding the herd and adding to the livestock assets of the Receivership Estate.

The Receiver also continued coordinating with the Ranch's real estate broker regarding the marketing and potential sale of the property, including the Staurolite Barn event venue.

*iii. Staurolite Barn*

Staurolite Barn is a luxury event venue located on the Burkhalter Ranch. The venue is being marketed for sale together with the Ranch, and its potential as a

revenue-generating event space is expected to increase the overall sale price. During the Reporting Period, the Receiver generated revenue from a wedding hosted at Staurolite Barn, which continues to be actively marketed as an event venue to generate additional income for the Receivership Estate pending its sale or other disposition.

*iv. Jon Clement, TBR Outdoors Supply, LLC, and Trigger Time Gun and Pawn, LLC*

During the Reporting Period, the Receiver continued efforts to secure and recover Receivership assets associated with Jon Clement, TBR Outdoors Supply, LLC, and Trigger Time Gun and Pawn, LLC, which collectively received approximately $1.4 million in investor money transferred from Drive Planning. On September 11, 2025, the Receiver issued a cease-and-desist letter to Mr. Clement demanding that he immediately halt all sales and operations involving firearms, ammunition, and related merchandise purchased with funds Drive Planning had obtained from investors and held at the outdoor/gun store (Trigger Time Gun and Pawn, LLC) he was operating from the Blue Ridge, Georgia property owned by Relief Defendant TBR Supply House, Inc., after learning that he was continuing to operate the business and dispose of those Receivership assets without remitting any portion of the sale proceeds to the Estate, in violation of the Court's Appointment Order.

Despite repeated demands, Mr. Clement failed to cooperate or to conduct the liquidation of inventory and turnover of proceeds upon which the parties had previously agreed. The Receiver therefore served Subpoenas for Deposition Duces Tecum on Mr. Clement individually and on Trigger Time Gun and Pawn, LLC requiring production of financial records, bank statements, inventory lists, and communications related to the $1.4 million transfer from Drive Planning and subsequent use of those funds. Mr. Clement and Trigger Time Gun and Pawn, LLC did not initially comply with the subpoenas and delayed their appearance for deposition and threatened to take actions against the Receivership Estate's interest in TBR Outdoor Supply, LLC, which would violate the Appointment Order.

During the prior reporting period, as a result of his continued non-compliance with the Receiver's demands, and misappropriation of Receivership property, the Receiver filed an ancillary action seeking to recover the $1.4 million transferred to Mr. Clement and Trigger Time Gun and Pawn, LLC, asserting claims for fraudulent transfer and unjust enrichment under Georgia law. The parties attended a judicial settlement conference on October 27, 2026, during which the parties agreed to continue negotiations and exchange information to facilitate a resolution with the assistance of the Magistrate Judge and to reconvene on November 16, 2026.

*v. Club 201 at the Detroit in St. Petersburg, Florida*

During the initial reporting period, the Receiver inspected a bar owned by Mr. Burkhalter, located in the historic Detroit building in downtown St. Petersburg, Florida known as Club 201 at the Detroit ("Club 201"). The Receiver was tasked with monitoring its operations pursuant to the Appointment Order. The Receiver traced transfers totaling $861,839.65 from investor-funded accounts to Club 201. After Mr. Burkhalter declined to turn over Club 201 to the Receiver so it could be sold and the proceeds could be remitted to the Estate, on October 3, 2025, the Receiver filed a Motion for Turnover of and Imposition of Constructive Trust over Club 201 LLC, Including All its Assets and Membership Interest [ECF No. 293], requesting that the Court declare the business to be property of the Receivership Estate and compel immediate turnover of all assets, membership interests, and operations to the Receiver.

During a prior reporting period, the Court granted the Receiver's Motion [ECF No. 293], determining that Club 201 constitutes property of the Receivership Estate and authorizing the Receiver to take control of the business and its related assets. *See* ECF No. 339.

After obtaining control of Club 201, the Receiver began evaluating options for disposition of the business in a manner designed to maximize the recovery by the Estate. The Receiver has been approached by multiple prospective purchasers

expressing interest in acquiring Club 201 and, during the Reporting Period, continued to provide them with financial records of the business, subject to executed non-disclosures agreements, to facilitate their due diligence and submission of purchase offers. During the Reporting Period, the Receiver received one low-ball offer for the purchase of Club 201, which the Receiver rejected.

During the Reporting Period, the Receiver continued to oversee Club 201's operations to preserve the value of the business pending a sale or other disposition and to provide due diligence materials and information to individuals who expressed an interest in purchasing Club 201. Because none of these individuals made a reasonable offer to purchase Club 201, shortly after the Reporting Period, the Receiver retained an experienced business broker to expand marketing efforts, identify prospective purchasers, and facilitate its sale.

**3. Investment in Real Property in Medellin, Colombia**

During the Reporting Period, the Receiver continued to investigate Drive Planning's $1,200,000 investment in the boutique hotel project in Medellín, Colombia known as "La Casa Project." Although the project was promoted in Drive Planning's marketing materials as a forthcoming luxury development, all indications suggest it remains in the pre-construction phase. The Receiver made repeated efforts to engage with individuals and entities associated with the project, including prior contacts and other affiliated parties. Those outreach efforts, however, have yielded

limited responses and no new substantive information. The Receiver is continuing to explore alternative avenues to obtain documentation and verify the current status and location of the project to assess potential recovery options.

**5. Real Property Owned or Occupied by Third-Parties**

During a prior reporting period, the Receiver identified a number of properties that were purchased by Drive Planning or with funds traceable to its investors but were not currently owned by Drive Planning and/or were occupied by third parties who refused to turn them over to the Estate, notwithstanding the Receiver's demands pursuant to the Appointment Order.

As a result, the Receiver filed three motions against former Drive Planning agents and/or high-level insiders seeking the turnover of and imposition of constructive trusts over real properties in Florida, Georgia, and Indiana acquired with misappropriated investor funds and the imposition of constructive trusts over those assets. *See* ECF Nos. 98, 114, 131. The Court granted two of the Receiver's motions, ordering the owners/occupants of properties in Florida and Georgia to sign Quit Claim Deeds transferring title to the Estate and vacating the premises by dates certain. *See* ECF Nos. 152 and 163.

The third motion sought turnover of and imposition of a constructive trust over real property located in Indianapolis, Indiana purchased with approximately $1.9 million in misappropriated investor funds and titled in the name of former Drive

Planning agent Gerardo Linarducci and his wife. *See* ECF No. 131. Shortly after the Receiver's filing, Mr. Linarducci filed a petition for bankruptcy protection. *See* ECF No. 151. During prior reporting periods, the Receiver actively litigated issues arising from the automatic stay by the Bankruptcy Code and pursued relief in the Bankruptcy Court to allow the Receivership Court to confirm the Estate's ownership of the property, pursuant to the definitions of Receivership Assets and Recoverable Assets in the Appointment Order, and recover that property given the imposition of a constructive trust upon it by operation of law when it was acquired, years before the bankruptcy filing, thus making it property of the Receivership Estate rather than property of the Bankruptcy Estate. During a prior reporting period, following extensive briefing and multiple hearings, the Bankruptcy Court granted the Receiver's motion for relief from the automatic stay, permitting the Receiver to refile the constructive trust motion in the District Court.

During the prior reporting period, the Receiver filed his renewed motion for turnover and constructive trust as to the Indiana property in the SEC Action. *See* ECF No. 390. On May 21, 2026, the Court granted the Receiver's renewed motion, declared that any interest held by the Linarduccis in the property was subject to a constructive trust in favor of the Receivership Estate relating back to the date the property was acquired, and ordered the Linarduccis to execute a quitclaim deed conveying the property to the Receiver and vacate the property within forty-five (45)

days. *See* ECF No. 412. During the Reporting Period, the Linarduccis executed the quitclaim deed and the Receiver recorded it. Thereafter, the Linarduccis vacated the property and turned it over to the Receiver. Upon obtaining possession, the Receiver promptly began preparing the property to be marketed for sale for the benefit of the Receivership Estate.

In parallel, the Receiver continued to prosecute an adversary proceeding against Mr. Linarducci in the Bankruptcy Court, seeking to exempt from his bankruptcy discharge nearly $6 million in debts arising from the fraudulent commissions he received from Drive Planning. During the prior reporting period, the Bankruptcy Court denied Mr. Linarducci's motion to dismiss the Receiver's claims. During the Reporting Period, the Receiver propounded written discovery requests on Mr. Linarducci, and Mr. Linarducci served his responses invoking the Fifth Amendment in response to nearly every request. During the next reporting period, the Receiver planned to file a motion for summary judgment with the goal of bringing the adversary proceeding to a swift conclusion in favor of the Receivership Estate, however, after the Reporting Report, the Chapter 13 Trustee filed a motion to dismiss the bankruptcy case and Mr. Linarducci filed a response consenting to the dismissal. In the event the Bankruptcy Court dismisses the bankruptcy case, the Receiver's adversary proceeding will be moot, and the Receiver

can pursue his claims to recover the nearly $6 million in commissions from Mr. Linarducci.

**5. Deeds of Trust and Investments in Real Property in Tennessee**

During the Reporting Period, the Receiver continued to monitor, provide oversight and input regarding, and explore options for recovering Drive Planning's real estate development investments in Tennessee, specifically:

1. Franklin Limestone / Mount View Road Project (Davidson County): The Court previously approved the Receiver's unopposed motion to reallocate $600,000 in investor funds from the stalled Franklin Limestone Project to the Mount View Road Project. The new project, a 54-unit townhome development, is supported by a letter of intent from a national homebuilder and provides the Receivership Estate with a first-lien position. It is currently under contract with the national builder for $5.8 million and is progressing toward final governmental approvals. This property has little debt in comparison to its value. The builder anticipates that he will be able to repay the entire investment to the Receivership Estate by the beginning of 2027.

2. Horton Highway Project (Williamson County): Drive Planning transferred $4,534,400 to Canaan Builders, LLC, in connection with a planned six-lot subdivision for luxury residential development. The project was structured to be fully funded by Drive Planning, and as a result remains stalled. The builder has been unable to obtain a construction loan due to Drive Planning's existing first-lien position. During the Reporting Period, the Receiver evaluated the current status of the project, including the fact that all six lots remain undeveloped, and that additional capital would be required to complete a necessary bridge (required to access the lots) at approximately $500,000. The Receiver also reviewed recent appraisals valuing the individual lots for their potential listing. Although the subdivision has received permit approvals, meaningful recovery of invested capital may require either securing construction financing to

complete home builds or implementing a restructuring strategy involving partial lien releases and lot sales to fund the bridge for access. During the prior reporting period, the six lots were listed for sale for $1,000,000. During the Reporting Period, the builder requested that the Receiver release its lien on one of the lots to enable the builder to obtain construction financing for the construction of a bridge that would provide the only practical access to the six-lot subdivision. Without the bridge, the lots are effectively inaccessible, significantly impairing their marketability and preventing the builder from selling or developing the property. The Receiver evaluated the proposal to determine whether the requested lien release could be structured in a manner that would preserve and enhance the Receivership Estate's collateral position. Among other protections, the Receiver explored requiring replacement collateral, increasing the liens on the remaining lots, and cross-collateralizing the indebtedness to ensure that the Estate remained fully secured while facilitating construction of the bridge, which is expected to materially increase the value and marketability of the development.

3. West Meade Hills Project (Davidson County): Drive Planning also transferred $615,000 to Canaan Builders, LLC, secured by property in the West Meade Hills subdivision. In a prior reporting period, the Receiver recovered the full $615,000 investment upon sale of the property. Additionally, the Receiver successfully negotiated the payment of $20,000 in interest to the Receivership Estate.

4. Manchester Pointe Townhomes Project (Coffee County): Drive Planning invested $2,200,000 in Manchester Pointe Townhomes, LLC, secured by a deed of trust on 23.65 acres in Coffee County. The funds were allocated for horizontal development of a multi-phase apartment complex. The development phase remains ongoing, and site plans for vertical construction are actively being prepared. The project is planned to proceed in multiple phases, including an initial phase of approximately 100 units followed by a second phase of approximately 152 units. During the Reporting Period, the Receiver continued to monitor the progress of the Manchester Pointe Townhomes project, which

> remains active and advancing in accordance with its long-term development timeline. The horizontal development work is expected to be completed within the next 90 days, and the developer is in the process of finalizing plans for vertical construction. In parallel, the developer is actively working to secure construction financing for the vertical phase, which would enable the developer to repay the entire investment to the Receivership Estate. The builder anticipates the Estate will have its investment returned as soon as the end of 2026. During the Reporting Period, the Receiver requested a payoff amount for a constructive loan which is expected upon completion of a permit review.

During the next reporting period, the Receiver will continue to devise and seek to implement the most cost-effective strategies for recovering the funds that Drive Planning had transferred for these real estate developments.

**6. Transfers to Embry Development Company for Real Estate Projects**

During the Reporting Period, the Receiver also continued efforts to resolve his claims against Embry Development Group, LLC ("Embry"), a Georgia-based developer to which Drive Planning transferred in excess of $6 million. Following unsuccessful settlement negotiations, the Receiver initiated an ancillary action against Embry to recover those funds. Thereafter, Embry filed a motion to dismiss the Receiver's complaint. Shortly following the Reporting Period, the Receiver filed his response in opposition to Embry's motion to dismiss and continued to prosecute the ancillary action for the benefit of the Receivership Estate.

### 7. Drive Plan Financial Services LLC

During the Reporting Period, the Receiver continued investigating Drive Plan Financial Services, LLC ("DPFS"), which was formed jointly by Drive Planning, LLC (80%) and Accelerated Financial Services, Inc. (20%), an entity owned by former Drive Planning agent James Thomasson. The Receiver confirmed that investor funds totaling $675,724.97 were used to purchase commercial property located on Carpenter Drive in Sandy Springs, Georgia (the "Sandy Springs Property") on May 1, 2024. Title was taken in the name of DPFS.

Following the commencement of the Receivership, the Receiver discovered that, in October 2024, Mr. Thomasson, acting without authority, sold the Sandy Springs Property for $650,000 and executed all sale documents as the purported "sole member" of DPFS. The sale was partially seller-financed through a $550,000 promissory note maturing on October 1, 2026 (if the buyer/borrower does not exercise his option to extend the term with a $20,000 payment), with only $98,000 received in cash at closing. These actions violated the DPFS Operating Agreement and the Court's Appointment Order, as the Receiver did not consent to the sale or receive any sale proceeds or an assignment of the note.

On September 18, 2025, the Receiver issued a demand to Mr. Thomasson to turn over the $675,724.97 in investor funds misappropriated through the purchase and sale of the Sandy Springs Property and notifying him that his conduct constituted

a willful violation of the Court's Order. Following this demand, Mr. Thomasson engaged in communications with the Receiver's counsel and agreed to assign all rights and future payments due under the seller-financed note to the Receivership Estate, including the final balloon payment of $430,000 from the buyer/borrower.

The Receiver prepared an Assignment of LLC Membership Interest and Withdrawal as Member, pursuant to which Accelerated Financial Services, Inc. would transfer its 20% ownership interest in DPFS to the Receiver, consolidating control of the company within the Receivership Estate. During a prior reporting period, the assignment was executed and the Receiver began receiving monthly loan payments in the amount of $5,000 from tenant/buyer of the Sandy Springs Property. During the Reporting Period, the Receiver continued to receive the $5,000 monthly payments. Also, the Receiver continued to negotiate with Mr. Thomasson to finalize the return of funds that he had received from Drive Planning or DPFS. The Receiver anticipates filing a suit against Mr. Thomasson during the next reporting period. After the Reporting Period, the buyer/borrower exercised his option to extend the term of the loan by paying $20,000 to the Estate, extending the deadline to make the final balloon payment to October 2028.

### 8. Personal Property

*i. Luxury Furniture*

During prior reporting periods, the Receiver contacted five consignment shops (Sarah Cyrus Home, Swoox Curated Consignment, Southern Comforts New & Consigned, Board of Trade Fine Consignments, and Whiskey Creek Furniture Consignments) to explore options for liquidating the high-end furnishings that the Receiver is storing in a secure storage facility. The Receiver provided a detailed price list and photo catalog to the vendors and received preliminary pricing feedback from three of them; however, the proposed consignment values were significantly below market expectations and would yield minimal recovery for the Estate. As a result, during the prior reporting period, the Receiver began exploring alternative options, including estate sales or bulk liquidation to maximize the Estate's recovery and facilitate prompt disposition of the furnishings. The Receiver previously launched and maintained a dedicated asset-sale website (www.ReceivershipAssetSale.com) to market the luxury furniture. During the Reporting Period, the Receiver's office responded to requests from potential purchasers for details regarding various items of furniture and furnishings and the procedures and logistics for the sale and shipment of the items.

### 9. SFHR Development LLC (Sarah and Andy Fisher)

During a prior reporting period, the Receiver began investigating Drive Planning's ownership stake in the Whiteland Raceway Park property. The Receiver requested copies of all agreements and communications related to (1) the sponsorship arrangement between Drive Planning and SFHR Development LLC, and (2) any agreements concerning the acquisition or investment in the Whiteland Raceway go-kart facility, to determine whether investor funds were properly used and whether any recovery is available to the Receivership Estate. The Receiver investigated and traced more than $1 million in investor funds from Drive Planning into SFH Holdings and its affiliate, SFHR Development, LLC (together, the "SFH Parties"), including funds that were used for marketing and sponsorship activities and funds that were applied toward the acquisition and operation of the Whiteland Raceway Park property. Of the amount transferred, $500,000 was paid pursuant to a May 2024 Unit Purchase Agreement under which Drive Planning had agreed to purchase up to a 50% membership interest in SFH Holdings for a total purchase price of $1,250,000, with the remaining funds expended on marketing, advertising, and sponsorship activities promoting the Whiteland Raceway Park project. Under the Unit Purchase Agreement, Drive Planning's ownership interest was to be issued incrementally "per transaction" as installment payments were made, and Drive Planning made only the initial $500,000 payment. As a result, Drive Planning's

$500,000 payment vested 20 units, representing a twenty percent (20%) membership interest in SFH Holdings.

The Receiver issued a formal demand for repayment of the misappropriated investor funds. When SFH Holdings advised that it intended to sell the Whiteland Raceway Park property, the Receiver asserted a claim to the sale proceeds based on the traced transfers and required that a portion of the proceeds be placed into escrow pending a resolution of the Receiver's claim after the transaction closed. That arrangement was memorialized in a written Escrow Agreement among SFH Holdings, the Receiver, and the Escrow Agent, which required that $600,000 of the sale proceeds be held in escrow and could be released only by written agreement of SFH Holdings and the Receiver or by court order, preserving a source of recovery for the Receivership Estate while negotiations continue. During a prior reporting period, the Receiver received confirmation that the $600,000 was being held in escrow by SFH Holdings, which claimed to have an interest in these funds.

During the Reporting Period, based upon the Receiver's Estate's twenty percent ownership interest in SFH Holdings, the parties agreed that the Estate would be entitled to twenty percent ($176,083) of the net proceeds generated from the sale of the Whiteland Raceway Park business and real estate, subject to an executed settlement agreement and Court approval. The Receiver then prepared a settlement agreement providing for the SFH Parties' payment to the Receivership Estate of

$176,083.00 in a lump-sum payment in exchange for a full release of the Receiver's claims. *See* ECF Nos. 456, 458. During the Reporting Period, the Receiver received the settlement funds.

**10. Bradford Private Placement Investments**

During the prior reporting period, the Receiver's counsel undertook a comprehensive review and analysis of the subscription agreements, operating agreements, and other governing documents for each of the seven private placement investments that Mr. Bradford had transferred to the Receivership Estate pursuant to the Voluntary Asset Transfer Agreement and related assignment documents. That review was designed to identify the transfer restrictions applicable to each investment, assess the Receiver's authority under the Appointment Order to act in Mr. Bradford's stead, and determine the specific steps required to formally substitute the Receivership Estate as the recognized investor or member in each asset. The Receiver's counsel prepared analyses of each investment's governing documents and developed a strategy for effectuating the transfers in a manner consistent with both the Appointment Order and the applicable organizational documents.

Having completed that review during the prior reporting period, the Receiver's counsel commenced outreach to the fund managers, administrators, and relevant counterparties associated with each investment to provide notice of the receivership, assert the Receiver's authority under the Appointment Order, and take

all steps necessary to ensure proper recognition of the Receivership Estate as the substituted member or investor. The Receiver's counsel then coordinated and participated in telephone conferences with representatives of Ascension Property Development, LLC, the Georgia-based entity in which Mr. Bradford holds a 30% membership interest in connection with the Booth Place Apartments project, and with representatives of Viking Real Estate Fund, LLC, in which Mr. Bradford's interest is held through D&G Legacy, LLC. Those discussions focused on the mechanics of recognizing the Receiver as Mr. Bradford's successor-in-interest, the process for directing all future distributions to the Receivership Estate, the current status and valuation of each investment, and the steps required to formally record the transfer on each entity's books and records.

During the Reporting Period, the Receiver continued to pursue the formal recognition of the Estate's interests in these and the remaining investment vehicles.

**D. Known Investors and Creditors**

The Receiver is aware of nearly 2,400 investors who transferred more than $380,000,000 to Drive Planning. The Receiver and his Forensic Accountant completed the forensic reconstruction of Drive Planning's accounts, which reflects losses to investors of approximately $229 million. All investor deposits and distributions have been reported to the Court in the Receiver's Sworn Accounting. ECF No. 81. Through the Court-approved claims process, which the Receiver

commenced during a prior reporting period and continued to implement during the prior reporting period, the Receiver confirmed the investors who actually suffered losses and the precise amounts of those losses, which are discussed below.

### E. Investor Communications

The Receiver and his team have devoted significant time and effort to communicating with investors of Drive Planning. Soon after his appointment, the Receiver set up a dedicated telephone line and an email address for investors to communicate with the Receiver's office and obtain information regarding the enforcement action and the Receivership, and created a website (www.DrivePlanningReceivership.com), which contains a summary of this action, important court filings, key dates and deadlines, answers to frequently asked questions, and other information relevant to investors. During the Reporting Period, the Receiver responded to hundreds of investor inquiries by email and telephone regarding the status of the Receivership Estate, the status of the Court-approved claims process, the proposed distribution plan, the timing and amounts of future distributions, concerns regarding tax reporting issues, the submission of information regarding their investments and losses and supporting documents, confirmation of their contact information, and other issues.

**F. Claims Process**

During a prior reporting period, the Receiver filed a Motion to Approve Claims Process and for Authorization to Employ Stretto Inc. as Noticing and Claims Processing Agent. *See* ECF No. 240. The motion outlined a comprehensive procedure for administering and adjudicating claims of investors and creditors of Drive Planning, including the form of the Legal Notice of Claims Process and Proof of Claim and Release Form. On August 25, 2025, the Court entered an Order granting the motion and approving the Receiver's proposed claims process. *See* ECF No. 251.

During the Reporting Period, the Receiver also filed an Unopposed Motion to Approve Final Claims Determinations, Plan of Distribution, and Initial Distribution to Claimants with Allowed Claims and an Unopposed Amended Motion to Approve Final Claims Determinations, Plan of Distribution, and Initial Distribution to Claimants with Allowed Claims. *See* ECF Nos. 449, 451. The amended motion proposed a hybrid rising-tide distribution methodology to address concerns raised by certain investors regarding the treatment of funds previously withdrawn from and subsequently reinvested into Drive Planning. The Receiver identified approximately 883 claims potentially affected by these reinvestment transactions and proposed conducting an individualized, transaction-by-transaction review to distinguish reinvestments of principal from withdrawals constituting actual recoveries.

Following the Court's approval of the Receiver's proposed investigation of these transactions and amended distribution methodology, the Receiver, with the assistance of his professionals, commenced a comprehensive claim-by-claim analysis of the affected investors' transaction histories, including reviewing the timing, amounts, and sources of withdrawals and subsequent reinvestments. This extensive review remains ongoing and is necessary to ensure that the initial distributions are calculated accurately and equitably. Upon completion of this analysis, the Receiver intends to submit a revised Reconciled Claims Report reflecting the recalculated recovery percentages and proposed initial distribution amounts for the Court's approval.

### G. Identifying and Pursuing Liquidated and Unliquidated Claims

During the Reporting Period, as discussed above, the Receiver continued to prosecute the claims he asserted against former Drive Planning agents in the ancillary actions pending before this Court. Moreover, the Receiver continued investigating whether Drive Planning or the Receivership Estate holds other unliquidated or liquidated claims against third parties, affiliates, and insiders against which the Receiver has not yet asserted claims.

During the next reporting period, the Receiver and his professionals will continue to analyze potential sources of recovery and gather evidence for purposes of developing and pursuing the Receivership Estate's claims to recover funds or

other assets belonging to or improperly transferred from Drive Planning, including without limitation turnover and fraudulent transfer actions. In particular, as discussed above, the Receiver will commence a separate ancillary action against the Net Winners who decide not to resolve the Receiver's claims asserted in his demand letters through the ongoing settlement negotiations. And, the Receiver will consider commencing other actions against third parties who received significant transfers from Drive Planning without providing reasonably equivalent value to Drive Planning, including Mr. Thomasson.

Further, the Receiver will investigate the Estate's potential claims against professionals and institutions that may have facilitated the alleged misconduct of Defendants or otherwise contributed to the damages sustained by Defendants' investors. The Receiver will complete his investigation of those claims and, after consultation with the SEC and with this Court's approval, pursue those claims he believes are meritorious and likely to result in a significant recovery for the Receivership Estate.

## IV. CASH-ON-HAND AND ACCRUED EXPENSES OF ESTATE

As of September 30, 2026, the Receiver held a total of $84,776,399.72 in cash-on-hand in his fiduciary accounts for the Receivership Estate at City National Bank of Florida, Synovus Bank, and Huntington National Bank, and in the operating

account for the Florida properties at Truist Bank. During the Reporting Period, the fiduciary accounts earned $616,725.60 in interest.

The SEC's Standardized Fund Accounting Report (the "SFAR") for the Reporting Period, setting forth the receipts and disbursements of the Receivership Estate, is attached hereto as **Exhibit A**.

During the Reporting Period, the Receivership Estate incurred administrative expenses in the form of fees and costs of the Receiver and his Court-approved professionals, including Lead Counsel, Georgia Counsel, and local counsel in other jurisdictions, and the Forensic Accountant, for the work they performed and the costs they incurred in connection with fulfilling the Receiver's duties under the Appointment Order. Pursuant to the Appointment Order, the Receiver will file an application seeking approval and payment of those fees and costs from the funds the Receiver has marshaled and deposited into his fiduciary accounts since he was appointed.

## V. CONCLUSION

The Receiver and his professionals appreciate the opportunity to assist the Court in this matter. Until further order of the Court, the Receiver and his professionals will continue their efforts, as discussed herein, to fulfill the Receiver's duties under the Appointment Order in the most cost-effective manner while seeking to maximize the ultimate recovery by the Receivership Estate.

Respectfully submitted,

s/*Adriana M. Pavon*
Adriana M. Pavon
Florida Bar No. 1025060
*Admitted Pro Hac Vice*

*Lead Counsel for Kenneth D. Murena, as Court-Appointed Receiver*
Adriana M. Pavon
Florida Bar No. 1025060
apavon@dvcattorneys.com
*Admitted Pro Hac Vice*
Russell Landy
Florida Bar No. 44417
rlandy@dvllp.com
*Admitted Pro Hac Vice*
DAMIAN | VALORI | CULMO
1000 Brickell Avenue, Suite 1020
Miami, Florida 33131
Telephone: (305) 371-3960
Facsimile: (305) 371-3965

*Local Counsel for Kenneth D. Murena, as Court- Appointed Receiver*
Henry F. Sewell, Jr.
Georgia Bar No. 636265
Buckhead Centre
2964 Peachtree Road NW, Suite 555
Atlanta, GA 30305
Telephone: (404) 926-0053
hsewell@sewellfirm.com

**CERTIFICATE OF SERVICE, FONT AND MARGINS**

I hereby certify that on October 30, 2026, I electronically filed the foregoing *Status Report* using the CM/ECF System that will automatically send e-mail notification of such filing to all registered attorneys of record, and sent the *Status Report* to Defendant Burkhalter by email.

I further certify that I prepared this document in 14 point Times New Roman font and complied with the margin and type requirements of this Court.

Dated: October 30, 2026.

s/*Adriana M. Pavon*
Adriana M. Pavon, Esq.
Florida Bar No. 1025060
*Admitted Pro Hac Vice*

# EXHIBIT A

Kenneth Murena, Esq., as Receiver
DAMIAN & VALORI, LLP
1000 Brickell Avenue, Suite 1020
Miami, Florida 33131
STANDARDIZED FUND ACCOUNTING REPORT
DRIVE PLANNING RECEIVERSHIP FUND FOR SEC V. DRIVE PLANNING, LLC, ET AL.
Reporting Period 7/1/2026 to 9/30/2026

| | | Detail | Subtotal | Grand Total |
|---|---|---|---|---|
| **Line 1** | Beginning Balance (As of 7/1/2026): | $ - | $ - | **$ 73,169,493.41** |
| | **Increases in Fund Balance:** | | | |
| **Line 2** | Business Income | $ - | $ - | $ - |
| **Line 3** | Cash and Securities [1] | $ 11,886,945.49 | $ 11,886,945.49 | $ 11,886,945.49 |
| **Line 4** | Interest/Dividend Income [1] | $ 616,725.60 | $ 616,725.60 | $ 616,725.60 |
| **Line 5** | Business Asset Liquidation | $ - | $ - | $ - |
| **Line 6** | Personal Asset Liquidation | $ - | $ - | $ - |
| **Line 7** | Third-Party Litigation Income | $ - | $ - | $ - |
| **Line 8** | Miscellaneous - Other | | | $ - |
| | **Total Funds Available (Lines 1-8):** | | | **$ 85,673,164.50** |
| | **Decreases in Fund Balance:** | | | |
| **Line 9** | Disbursements to Investors | $ - | $ - | $ - |
| **Line 10** | Disbursements for Business Operations [1] | $ 500,248.02 | $ 500,248.02 | $ 500,248.02 |
| Line 10a | Disbursements to Receiver or Other Professionals [1] | $ 396,516.76 | $ 396,516.76 | $ 396,516.76 |
| | **Total Disbursements for Receivership Operations** | | | **$ 896,764.78** |
| **Line 11** | Disbursements for Distribution Expenses Paid by the Fund: | $ - | $ - | $ - |
| **Line 12** | Disbursements to Court/Other | $ - | $ - | $ - |
| | **Total Disbursements to Court/Other** | | | |
| | **Total Funds Disbursed (Lines 9-11)** | | | **$ 896,764.78** |
| **Line 13** | **Ending Balance (As of September 30, 2026)** | | | **$ 84,776,399.72** |
| **Line 14** | **Ending Balance of Fund – Net Assets:** | | | |
| Line 14a | Cash & Cash Equivalents | | | **$ 84,776,399.72** |
| | **Total Ending Balance of Fund – Net Assets** | | | **$ 84,776,399.72** |

[1] *See Attachment 1.*

Respectfully submitted,
Damian |Valori | Culmo
1000 Brickell Avenue, Suite 1020
Miami, Florida 33131
Telephone: 305-371-3960
Facsimile: 305-371-3965
*/s/ Kenneth D. Murena*
Kenneth D. Murena, Court-Appointed Receiver

**Attachment 1 to SFAR Report**
**SEC v. Drive Planning - Receipts of Fiduciary and Drive Planning Accounts**

**Truist Bank Accounting - Drive Planning Accounts**

| Date | Description | Amount |
|---|---|---|
| 7/1/2026 | Rental Payment from Tenant St. Petersburg FL | $ 1,350.00 |
| 7/6/2026 | Rental Payment from Tenant St. Petersburg FL | $ 3,450.00 |
| 7/7/2026 | Rental Payment from Tenant St. Petersburg FL | $ 100.00 |
| **Total** | | **$ 4,900.00** |

**City National Bank Accounting - Fiduciary Account**

| Date | Description | Amount |
|---|---|---|
| 7/1/2026 | Sumter SC rent payment | $ 1,440.00 |
| 7/1/2026 | DB - agent settlement payment | $ 7,143.75 |
| 7/1/2026 | KW - agent settlement payment | $ 13,097.64 |
| 7/1/2026 | EB - agent settlement payment | $ 14,400.00 |
| 7/1/2026 | JJ - agent settlement payment | $ 16,000.00 |
| 7/1/2026 | AL - agent settlement payment | $ 17,750.00 |
| 7/2/2026 | Sumter SC rent payment | $ 1,250.00 |
| 7/2/2026 | WH - agent settlement payment | $ 53,000.00 |
| 7/6/2026 | SP -settlement payment | $ 3,000.00 |
| 7/6/2026 | HF - agent settlement payment | $ 56,475.97 |
| 7/7/2026 | DN - agent settlement payment | $ 500.00 |
| 7/7/2026 | HC - agent settlement payment | $ 17,500.00 |
| 7/7/2026 | JJ - agent settlement payment | $ 20,000.00 |
| 7/8/2026 | EM - agenr settlement payment | $ 3,000.00 |
| 7/8/2026 | GO - agent settlement payment | $ 3,000.00 |
| 7/8/2026 | WC - agent settlement payment | $ 5,810.00 |
| 7/10/2026 | Sale of Solaz Mexico property | $ 3,896,689.85 |
| 7/13/2026 | DP - agent settlement payment | $ 500.00 |
| 7/13/2026 | BH - agent settlement payment | $ 6,500.00 |
| 7/13/2026 | LE - agent settlement payment | $ 8,892.40 |
| 7/13/2026 | EC - agent settlement payment | $ 40,000.00 |
| 7/14/2026 | New Coast Insurance - refund of Yacht premium | $ 15,280.65 |
| 7/15/2026 | BiBerk - refund of workers insurance Burkhalter Ranch | $ 477.00 |
| 7/15/2026 | Ana Maria Island rent | $ 6,690.05 |
| 7/17/2026 | BG - investor/net winner settlement payment | $ 1,000.00 |
| 7/20/2026 | Sale of Tower Rd Blue Ridge GA | $ 1,275,028.96 |
| 7/21/2026 | Sumter SC rent payment | $ 2,700.00 |
| 7/22/2026 | Wedding at Staurolite Barn payment | $ 4,200.00 |
| 7/23/2026 | DP - agent settlement payment | $ 500.00 |
| 7/27/2026 | Solaz Unit Mexico Property - return of expenses | $ 165.00 |

**Attachment 1 to SFAR Report**

**SEC v. Drive Planning - Receipts of Fiduciary and Drive Planning Accounts**

| | | | |
|---|---|---|---|
| 7/27/2026 | KT - invest/net winner settlement payment | $ | 15,519.90 |
| 7/27/2026 | KT - invest/net winner settlement payment | $ | 31,950.00 |
| 7/29/2026 | Tri-State EMC - electric refund Tower Rd Blue Ridge GA | $ | 288.67 |
| 7/29/2026 | RF - agent settlement payment | $ | 133,440.64 |
| 7/31/2026 | Carpenter Dr Building AL property loan payment | $ | 5,000.00 |
| 7/31/2026 | DP - investor/ net winner setttlement payment | $ | 11,632.00 |
| 7/31/2026 | Sale of Preot St. Sumter SC | $ | 147,173.12 |
| 7/31/2026 | Sale of Calypso Cumming GA | $ | 558,829.43 |
| 8/3/2026 | KP - investor/net winner settlement payment | $ | 2,000.00 |
| 8/3/2026 | NR - investor/net winner settlement payment | $ | 12,210.20 |
| 8/4/2026 | Atlanta GA rent payment | $ | 800.00 |
| 8/4/2026 | Sumter SC rent payment | $ | 1,250.00 |
| 8/4/2026 | WH - agent settlement payment | $ | 3,000.00 |
| 8/5/2026 | WC - investor/net winner settlement payment | $ | 5,810.00 |
| 8/5/2026 | DB - agent settlement payment | $ | 7,143.75 |
| 8/5/2026 | TF - investor/net winner settlement payment | $ | 24,000.00 |
| 8/5/2026 | TH - agent settlement payment | $ | 56,475.97 |
| 8/6/2026 | GO - agent settlement payment | $ | 998.40 |
| 8/10/2026 | DH - agent settlement payment | $ | 250.00 |
| 8/10/2026 | BH - agent settlement payment | $ | 721.62 |
| 8/10/2026 | MN settlement payment | $ | 306,593.25 |
| 8/17/2026 | BG - investor/net winner settlement payment | $ | 1,000.00 |
| 8/17/2026 | Ana Maria Island rent | $ | 5,147.83 |
| 8/18/2026 | CW - settlement payment | $ | 50.00 |
| 8/18/2026 | CW - settlement payment | $ | 51.00 |
| 8/18/2026 | ZC - settlement payment | $ | 52.00 |
| 8/19/2026 | DP - agent settlement payment | $ | 500.00 |
| 8/19/2026 | KP - investor/net winner settlement payment | $ | 2,000.00 |
| 8/19/2026 | SFH - settlement payment | $ | 176,083.00 |
| 8/24/2026 | ZC - settlement payment | $ | 50.00 |
| 8/24/2026 | CW - settlement payment | $ | 13,949.00 |
| 8/24/2026 | CW - settlement payment | $ | 121,848.00 |
| 8/25/2026 | JM - investor/net winner settlement payment | $ | 8,000.00 |
| 8/31/2026 | Carpenter Dr Building AL property loan payment | $ | 5,000.00 |
| 8/31/2026 | RF - agent settlement payment | $ | 133,440.64 |
| 9/2/2026 | Duke Energy refund - Regency Villas FL | $ | 0.05 |
| 9/2/2026 | Duke Energy refund - Regency Villas FL | $ | 0.05 |
| 9/2/2026 | Duke Energy refund - Regency Villas FL | $ | 1.54 |
| 9/2/2026 | Duke Energy refund - Regency Villas FL | $ | 2.31 |
| 9/2/2026 | Tri-State EMC refund TBR Supply House | $ | 295.60 |

**Attachment 1 to SFAR Report**

**SEC v. Drive Planning - Receipts of Fiduciary and Drive Planning Accounts**

| | | | |
|---|---|---|---|
| 9/2/2026 | Advantage Title Service - Escrow deposit Lakeland FL | $ | 10,000.00 |
| 9/2/2026 | Phoenix Rising Consulting - David Bradford | $ | 132,805.00 |
| 9/2/2026 | BD - investor net winner settlement payment | $ | 27,299.70 |
| 9/2/2026 | LE - investor net winner settlement payment | $ | 7,426.60 |
| 9/2/2026 | JS - investor/net winner settlement payment | $ | 7,387.04 |
| 9/2/2026 | CB - investor/net winner settlement payment | $ | 10,000.00 |
| 9/2/2026 | DB- agent settlement payment | $ | 7,143.25 |
| 9/2/2026 | DW - investor/net winner settlement payment | $ | 7,670.00 |
| 9/2/2026 | DM - investor/net winner settlement payment | $ | 10,000.00 |
| 9/2/2026 | JA - investor/net winner settlement payment | $ | 5,000.00 |
| 9/3/2026 | Atlanta GA rent payment | $ | 800.00 |
| 9/3/2026 | Sumter SC rent payment | $ | 1,250.00 |
| 9/9/2026 | W - investor/net winner settlement payment | $ | 3,000.00 |
| 9/9/2026 | WC - investor/net winner settlement payment | $ | 5,810.00 |
| 9/9/2026 | AW - investor/net winner settlement payment | $ | 7,500.00 |
| 9/9/2026 | TH - agent settlement payment | $ | 56,475.97 |
| 9/9/2026 | SB - investor/net winner settlement payment | $ | 612,000.00 |
| 9/11/2026 | Duke Energy refund - Regency Villas FL | $ | 0.17 |
| 9/11/2026 | DN - agent settlement payment | $ | 250.00 |
| 9/11/2026 | BH - agent settlement payment | $ | 721.62 |
| 9/11/2026 | LC - investor/net winner settlement payment | $ | 878.69 |
| 9/11/2026 | Near North Title - refund of escrow Fisher IN property | $ | 5,000.00 |
| 9/11/2026 | HS - investor/net winner settlement payment | $ | 6,620.00 |
| 9/14/2026 | GO - agent settlement payment | $ | 998.40 |
| 9/15/2026 | BG - investor/net winner settlement payment | $ | 1,000.00 |
| 9/15/2026 | Ana Maria Island rent | $ | 2,774.32 |
| 9/16/2026 | HOA - refund Grimble Sumter SC | $ | 275.00 |
| 9/22/2026 | HOA refund for Sumter SC | $ | 390.50 |
| 9/22/2026 | DP - agent settlement payment | $ | 500.00 |
| 9/22/2026 | JA - agent settlement payment | $ | 750.00 |
| 9/22/2026 | KP- investor/net winner settlement payment | $ | 2,000.00 |
| 9/22/2026 | CM - investor/net winner settlement payment | $ | 4,500.00 |
| 9/23/2026 | Sale of Grimble Ct Sumter SC | $ | 129,941.45 |
| 9/28/2026 | Sale of 43rd Ave St. Petersburg FL | $ | 534,305.13 |
| 9/29/2026 | LM - investor/net winner settlement payment | $ | 500.00 |
| 9/29/2026 | Sale of E 2nd St. Blue Ridge GA | $ | 537,745.44 |
| **Total** | | **$** | **9,425,267.52** |

**Huntington Bank Accounting - Fiduciary Account**

| **Date** | **Description** | **Amount** | |
|---|---|---|---|
| 7/10/2026 | Sale of Regency Villas | $ | 2,456,777.97 |
| **Total** | | **$** | **2,456,777.97** |

**Total of receipts excluding interest** **$ 11,886,945.49**

**Attachment 1 to SFAR Report**
**SEC v. Drive Planning - Receipts of Fiduciary and Drive Planning Accounts**
**City National Bank Accounting - Fiduciary Account - Interest**

| Date | Description | Amount |
|---|---|---|
| 7/31/2026 | Interest - Fiduciary Account | $ 46,623.35 |
| 8/30/2026 | Interest - Fiduciary Account | $ 55,424.13 |
| 9/30/2026 | Interest - Fiduciary Account | $ 56,192.32 |
| **Total** | | **$ 158,239.80** |

**Synovus Bank Accounting - Fiduciary Account - Interest**

| Date | Description | Amount |
|---|---|---|
| 7/31/2026 | Interest - Fiduciary Account | $ 89,027.64 |
| 7/31/2026 | Interest - Fiduciary Account | $ 648.41 |
| 8/31/2026 | Interest - Fiduciary Account | $ 89,260.43 |
| 8/31/2026 | Interest - Fiduciary Account | $ 648.52 |
| 9/30/2026 | Interest - Fiduciary Account | $ 88,972.42 |
| 9/30/2026 | Interest - Fiduciary Account | $ 651.51 |
| **Total** | | **$ 269,208.93** |

**Huntington Bank Accounting - Fiduciary Account - Interest**

| Date | Description | Amount |
|---|---|---|
| 7/31/2026 | Interest - Fiduciary Account | $ 61,662.61 |
| 8/31/2026 | Interest - Fiduciary Account | $ 64,702.46 |
| 9/30/2026 | Interest - Fiduciary Account | $ 62,911.80 |
| **Total** | | **$ 189,276.87** |

| | |
|---|---|
| **Total of interest** | **$ 616,725.60** |
| **GRAND TOTAL OF RECEIPTS FOR BANK ACCOUNTS** | **$ 12,503,671.09** |

**Attachment 1 to Receiver's Report**

**SEC v. Drive Planning - Expenses of Fiduciary and Drive Planning Accounts**

| Date | Payable | Amount |
|---|---|---|
| 7/1/2026 | City of Sumter - utilities for Warren Sumter SC property | $ 48.20 |
| 7/1/2026 | City of Sumter - utilities for Beacon Sumter SC property | $ 84.00 |
| 7/1/2026 | Blue Ridge Surveillance - alarm Staurolite Barn | $ 108.00 |
| 7/1/2026 | JBH Management - HOA annual fee Sumter SC | $ 136.00 |
| 7/1/2026 | Hotel Detroit Condo Assoc. - Special Assessment (July 2026) | $ 174.00 |
| 7/1/2026 | JBH Management - HOA annual fee Sumter SC | $ 200.00 |
| 7/1/2026 | Crystal Clean Housekeeping - clean 2nd and Tower Blue Ridge GA properties | $ 240.00 |
| 7/1/2026 | All Terrain Lawn Care - Warren Ct Sumter SC | $ 250.00 |
| 7/1/2026 | La Casita - cleaning 43rd Ave St. Petersburg FL | $ 330.00 |
| 7/1/2026 | Paragon Designer - storage for Burkhalter Ranch - (April 2026) | $ 645.84 |
| 7/1/2026 | Paragon Designer - storage for Burkhalter Ranch - (May 2026) | $ 645.84 |
| 7/1/2026 | Hotel Detroit Condo Assoc. - monthly maintenance (July 2026) | $ 1,306.90 |
| 7/1/2026 | Ford Motor Credit - F450 Truck for Burkhalter Ranch (July) | $ 2,180.02 |
| 7/1/2026 | Hotel Detroit Condo Assoc. - Special Assessment (remaining balance) | $ 2,998.85 |
| 7/1/2026 | Florida Property Lease Property Management Program - monthly | $ 119.00 |
| 7/2/2026 | Solaz Unit Mexico Property - Expenses July 2026 | $ 1,654.00 |
| 7/3/2026 | J'S Lawn Maintenance - 43rd Ave. - St. Petersburg FL | $ 200.00 |
| 7/3/2026 | J'S Lawn Maintenance - Regency Villas FL | $ 480.00 |
| 7/6/2026 | Duke Energy - Hotel Detroit St. Petersburg FL | $ 36.11 |
| 7/6/2026 | Duke Energy - 43rd Ave St. Petersburg FL | $ 42.15 |
| 7/7/2026 | Tri-State EMC - electric - Tower Rd, Blue Ridge GA properties | $ 84.41 |
| 7/7/2026 | Montevallo Water & Sewer - utilities Montevallo AL | $ 104.11 |
| 7/7/2026 | Amazon - security cameras for Burkhalter Ranch | $ 112.34 |
| 7/7/2026 | Crystal Clean Housekeeping - clean 2nd st and Tower Rd Blue Ridge GA properties | $ 120.00 |
| 7/7/2026 | Wright Way Plumbing - plumbing repair Sumter SC | $ 182.00 |
| 7/7/2026 | Credit card fee for Sumter SC rent payments | $ 385.38 |
| 7/7/2026 | Smith Heating & Air Service - repair of HVAC Preot Sumter SC | $ 400.00 |
| 7/7/2026 | Blue Ridge Surveillance - alarm Staurolite Barn | $ 405.00 |
| 7/7/2026 | A Helping Fella - plumbing repair to Preot St Sumter SC | $ 450.73 |
| 7/7/2026 | Tri-State EMC - electric - Staurolite Barn Mineral Bluff GA | $ 525.61 |
| 7/7/2026 | Deer Manor HOA - HOA Guillard Sumter SC | $ 540.00 |

**Attachment 1 to Receiver's Report**
**SEC v. Drive Planning - Expenses of Fiduciary and Drive Planning Accounts**

| Date | Payable | Amount |
|---|---|---|
| 7/7/2026 | Crystal Clean Housekeeping - clean Staurolite Barn (May and June 2026) | $ 650.00 |
| 7/7/2026 | Imperial Services & Contracting - repair Preot Sumter SC | $ 677.30 |
| 7/7/2026 | Tri-State EMC - Burkhalter Ranch and Staurolite Barn | $ 745.65 |
| 7/7/2026 | Aire Serv Heating & AC - repair for AC Grimble Sumter SC | $ 1,149.62 |
| 7/7/2026 | Stretto - Investor portal management and hosting docs - (May 2026) | $ 1,176.20 |
| 7/7/2026 | Bliss Condominium - HOA fees St. Petersburg FL (July) | $ 2,630.59 |
| 7/7/2026 | Utica National Insurance Group - TBR Supply insurance | $ 2,724.00 |
| 7/7/2026 | CyberDiscovery - Drive Planning database - Lexbe platform IT services - (June 2026) | $ 4,861.00 |
| 7/7/2026 | Geico - auto and equipment insurance for Burkhalter Ranch | $ 6,507.00 |
| 7/7/2026 | Stretto - Claims processing - (May 2026) | $ 10,000.00 |
| 7/7/2026 | R2 Electric - deposit for repair Regency Villas FL | $ 24,020.00 |
| 7/8/2026 | Clint Thomas PC - retainer for AL eviction process | $ 1,500.00 |
| 7/8/2026 | Burkhalter Ranch payroll | $ 2,000.00 |
| 7/8/2026 | Livingtown HOA - maintenance Sheridan Dr. Atlanta GA | $ 2.49 |
| 7/8/2006 | Livingtown HOA - maintenance Sheridan Dr. Atlanta GA | $ 465.13 |
| 7/10/2026 | Duke Energy - Warren Ct Sumter SC | $ 56.05 |
| 7/10/2026 | Waterline Villas - quarterly maintenance - Holmes Beach, FL | $ 8,638.83 |
| 7/10/2026 | Payroll - 1099 pay for Florida Property Management | $ 3,157.90 |
| 7/13/2026 | Home Depot - repair Regency Villas St. Peterburg FL | $ 277.13 |
| 7/15/2026 | Clear Tech Pools - Regency Villas FL | $ 156.52 |
| 7/17/2026 | Tri-State EMC - Staurolite Barn Gate | $ 35.51 |
| 7/17/2026 | Fannin County - utilities - Staurolite Barn | $ 39.50 |
| 7/17/2026 | Fannin County - utilities - Burkhalter Ranch | $ 40.59 |
| 7/17/2026 | City of Blue Ridge - Utilities - E. 2nd Ave., Blue Ridge, GA property | $ 42.85 |
| 7/17/2026 | Tri-State EMC - electric - 2nd Ave., Blue Ridge GA property | $ 68.23 |
| 7/17/2026 | City of St. Petersburg - utilities - 43rd Ave, St. Petersburg property | $ 102.35 |
| 7/17/2026 | Hotel Detroit Condo Assoc. - Special Assessment (August 2026) | $ 174.00 |
| 7/17/2026 | City of Blue Ridge - Utilities - Staurolite Barn, Blue Ridge, GA property | $ 190.38 |
| 7/17/2026 | James Hafke Plumbing - repair 43rd Ave, St. Petersburg property | $ 225.00 |
| 7/17/2026 | ETC - internet for Burkhalter Ranch | $ 393.03 |
| 7/17/2026 | Paragon Designer - storage for Burkhalter Ranch - (June 2026) | $ 645.84 |
| 7/17/2026 | Folger Gas - Burkhalter Ranch | $ 1,246.83 |
| 7/17/2026 | Hotel Detroit Condo Assoc. - monthly maintenance (August 2026) | $ 1,307.00 |
| 7/17/2026 | Ford Motor Credit - F450 Truck for Burkhalter Ranch (August) | $ 2,180.02 |

**Attachment 1 to Receiver's Report**

**SEC v. Drive Planning - Expenses of Fiduciary and Drive Planning Accounts**

| Date | Payable | Amount |
|---|---|---|
| 7/17/2026 | Club 201 - expenses July and August | $ 15,000.00 |
| 7/17/2026 | Stretto - per court order for claims process | $ 189,447.73 |
| 7/20/2026 | City of Valdosta - utilities - Valdosta GA | $ 58.43 |
| 7/20/2026 | Folger Gas - Burkhalter Ranch | $ 100.00 |
| 7/20/2026 | Florida Property Lease Property Management Program - final | $ 40.00 |
| 7/21/2026 | SB Pro Roofing & Solar - repair Regency Villas FL | $ 34,300.00 |
| 7/21/2026 | City of St. Petersburg - utilities - Regency Villas FL | $ 59.15 |
| 7/21/2026 | City of St. Petersburg - utilities - Regency Villas FL | $ 397.62 |
| 7/21/2026 | service charge | $ 93.00 |
| 7/21/2026 | service charge | $ 15.00 |
| 7/23/2026 | Rayman Company - lawn care Fisher IN | $ 130.00 |
| 7/23/2026 | Burkhalter Ranch payroll | $ 3,000.00 |
| 7/23/2026 | Duke Energy - Regency Villas FL | $ 211.74 |
| 7/23/2026 | Duke Energy - Regency Villas FL | $ 31.01 |
| 7/23/2026 | Duke Energy - Regency Villas FL | $ 8.68 |
| 7/23/2026 | Duke Energy - Regency Villas FL | $ 35.71 |
| 7/23/2026 | Duke Energy - Regency Villas FL | $ 40.02 |
| 7/23/2026 | Duke Energy - Regency Villas FL | $ 40.19 |
| 7/23/2026 | Duke Energy - Regency Villas FL | $ 52.44 |
| 7/23/2026 | Duke Energy - Regency Villas FL | $ 72.56 |
| 7/23/2026 | Duke Energy - Regency Villas FL | $ 193.36 |
| 7/23/2026 | Duke Energy - Regency Villas FL | $ 35.27 |
| 7/23/2026 | Duke Energy - Regency Villas FL | $ 40.79 |
| 7/29/2026 | City of Sumter - utilities Warren Ct Sumter SC | $ 7.32 |
| 7/29/2026 | Amazon - power wash for Burkhalter Ranch | $ 36.43 |
| 7/29/2026 | Wright Way Plumbing - plumbing repair Sumter SC | $ 150.00 |
| 7/29/2026 | State of Georgia - reinstatement Burkhalter Ranch | $ 260.00 |
| 7/29/2026 | Southeastern Farmers Co-op - Feed for cattle Burkhalter Ranch | $ 551.96 |
| 8/3/2026 | CWS Real Estate - junk removal Preot st Sumter SC | $ 100.00 |
| 8/3/2026 | Credit card fee for Sumter SC rent payments | $ 144.04 |
| 8/3/2026 | Patty's Pro Cleaning - Preot St Sumter SC | $ 300.00 |
| 8/3/2026 | Paragon Designer - storage for Burkhalter Ranch - (July 2026) | $ 645.84 |
| 8/3/2026 | Windsor Over Peachtree Condo Assoc - HOA Atlanta GA | $ 1,324.31 |
| 8/3/2026 | Bliss Condominium - HOA fees St. Petersburg FL (August) | $ 2,630.59 |
| 8/3/2026 | CyberDiscovery - Drive Planning database - Lexbe platform IT services - (July 2026) | $ 4,861.00 |
| 8/3/2026 | Duke Energy - Regency Villas FL | $ 30.76 |
| 8/3/2026 | Duke Energy - Regency Villas FL | $ 36.99 |
| 8/3/2026 | Duke Energy - Regency Villas FL | $ 70.84 |
| 8/3/2026 | Duke Energy - Regency Villas FL | $ 14.64 |

**Attachment 1 to Receiver's Report**
**SEC v. Drive Planning - Expenses of Fiduciary and Drive Planning Accounts**

| Date | Payable | Amount |
|---|---|---|
| 8/3/2026 | Duke Energy - Regency Villas FL | $ 15.41 |
| 8/4/2026 | USPS - shipping DNA samples Burkhalter Ranch | $ 16.95 |
| 8/4/2026 | Graffeo's Lawn Service - lawn care Melton St Montevallo AL (June 2026) | $ 75.00 |
| 8/4/2026 | Graffeo's Lawn Service - lawn care Melton St Montevallo AL (July 2026) | $ 120.00 |
| 8/4/2026 | Stretto - Investor portal management and hosting docs - (June 2026) | $ 1,258.74 |
| 8/4/2026 | Burkhalter Ranch payroll | $ 3,000.00 |
| 8/4/2026 | Stretto - Claims processing - (June 2026) | $ 7,456.80 |
| 8/5/2026 | Montevallo Water & Sewer - utilities - Montevallo AL | $ 117.14 |
| 8/5/2026 | Utica National Insurance Group - TBR Supply insurance | $ 1,458.00 |
| 8/5/2026 | Duke Energy - Regency Villas FL | $ 15.50 |
| 8/5/2026 | Duke Energy - Regency Villas FL | $ 15.89 |
| 8/5/2026 | Duke Energy - Regency Villas FL | $ 19.09 |
| 8/5/2026 | Duke Energy - Regency Villas FL | $ 33.94 |
| 8/5/2026 | Duke Energy - Regency Villas FL | $ 36.69 |
| 8/5/2026 | Duke Energy - Regency Villas FL | $ 61.96 |
| 8/7/2026 | Georgia Power - electric - Valdosta GA | $ 329.83 |
| 8/7/2026 | Berkshire Hathaway - insurance 2nd St Blue Ridge GA | $ 2,420.00 |
| 8/12/2026 | Livingtown HOA - maintenance Sheridan Dr. Atlanta GA | $ 2.49 |
| 8/12/2026 | Duke Energy - 43rd St. Petersburg FL | $ 173.18 |
| 8/12/2026 | Livingtown HOA - maintenance Sheridan Dr. Atlanta GA | $ 465.13 |
| 8/13/2026 | Lux Valet - valet deposit for September Wedding Staurolite Barn | $ 121.63 |
| 8/13/2026 | Time clock - Burkhalter Ranch | $ 127.11 |
| 8/13/2026 | Tri-State EMC - Burkhalter Ranch and Staurolite Barn | $ 446.20 |
| 8/13/2026 | Tri-State EMC - electric - Staurolite Barn Mineral Bluff GA property | $ 711.72 |
| 8/13/2026 | City of Blue Ridge - property taxes TBR Supply House | $ 1,376.83 |
| 8/14/2026 | Avante-NEA Insurance Fisher IN | $ 919.25 |
| 8/17/2026 | Fannin County - utilities - Staurolite Barn | $ 39.50 |
| 8/17/2026 | Fannin County - utilities - Burkhalter Ranch | $ 40.30 |
| 8/17/2026 | City of St. Petersburg - utilities - 43rd Ave, St. Petersburg property | $ 102.35 |
| 8/17/2026 | All Terrain Lawn Care - Warren Ct Sumter SC | $ 250.00 |
| 8/17/2026 | Blue Ridge Surveillance - alarm Staurolite Barn | $ 405.00 |
| 8/17/2026 | Shellpoint Mortgage - mortgage payment for Landmark Dr. Sumter SC property (April-June escrow) | $ 914.88 |
| 8/17/2026 | Ford Motor Credit - F450 Truck for Burkhalter Ranch (September) | $ 2,180.02 |
| 8/17/2026 | Shellpoint Mortgage - mortgage payment for Landmark Dr. Sumter SC property (July-September) | $ 4,190.85 |
| 8/18/2026 | Burkhalter Ranch payroll and insurance | $ 7,000.00 |

**Attachment 1 to Receiver's Report**

**SEC v. Drive Planning - Expenses of Fiduciary and Drive Planning Accounts**

| Date | Payable | Amount |
|---|---|---|
| 8/19/2026 | Amazon - American Flag for Burkhalter Ranch | $ 53.49 |
| 8/19/2026 | Murrell Cleaning Service - carpet cleaning Landmark Sumter GA | $ 200.00 |
| 8/19/2026 | Black River Electric - electric Landmark Sumter SC | $ 205.00 |
| 8/19/2026 | Orchards of South Forsyth Condo - HOA Calypso GA | $ 390.50 |
| 8/19/2026 | JBH Management - HOA Grimble Sumter SC | $ 531.80 |
| 8/20/2026 | City of Blue Ridge - Utilities - E. 2nd Ave., Blue Ridge, GA property | $ 42.50 |
| 8/20/2026 | City of Blue Ridge - Utilities - Staurolite Barn, Blue Ridge, GA prope | $ 93.19 |
| 8/20/2026 | Rayman Company - lawn care Fisher IN | $ 130.00 |
| 8/20/2026 | ETC - internet for Burkhalter Ranch | $ 393.03 |
| 8/20/2026 | JBH Management - HOA Grimble Sumter SC | $ 581.80 |
| 8/21/2026 | Tri-State EMC - Staurolite Barn Gate | $ 35.34 |
| 8/21/2026 | Tri-State EMC - electric - 2nd Ave., Blue Ridge GA property | $ 221.04 |
| 8/21/2026 | service charge | $ 14.50 |
| 8/21/2026 | service charge | $ 15.00 |
| 8/25/2026 | Duke Energy - Hotel Detroit St. Petersburg FL | $ 35.61 |
| 8/25/2026 | Duke Energy - 43rd Ave St. Petersburg FL | $ 124.71 |
| 8/26/2026 | City of Sumter - utilities Warren Ct Sumter SC | $ 2.50 |
| 8/26/2026 | City of Sumter - utilities Warren Ct Sumter SC | $ 7.32 |
| 8/26/2026 | Club 201 Detroit - September expenses | $ 6,100.00 |
| 9/2/2026 | Black River Electric - electric Landmark Sumter SC | $ 4.41 |
| 9/2/2026 | Amazon ice machine cleaner - Burkhalter Ranch | $ 14.97 |
| 9/2/2026 | City of Sumter - utilities Warren Ct Sumter SC | $ 42.88 |
| 9/2/2026 | Amazon tire - replacement Burkhalter Ranch | $ 58.13 |
| 9/2/2026 | Mulchworx Black Mulch color - Burkhalter Ranch | $ 68.46 |
| 9/2/2026 | Credit card fee for Sumter SC rent payments | $ 89.48 |
| 9/2/2026 | Graffeo's Lawn Service - lawn care Melton St Montevallo AL (August 2026) | $ 120.00 |
| 9/2/2026 | Hotel Detroit Condo Assoc. - Special Assessment (September 2026) | $ 174.00 |
| 9/2/2026 | Montevallo Water & Sewer - utilities - Montevallo AL | $ 188.26 |
| 9/2/2026 | Crystal Clean Housekeeping - clean Staurolite Barn July 2026 | $ 325.00 |
| 9/2/2026 | Burkhalter Ranch - repair and expenses | $ 325.30 |
| 9/2/2026 | Burkhalter Ranch - repair and expenses | $ 377.26 |
| 9/2/2026 | Pattys Pro Cleaning - Landmark Sumter SC | $ 402.00 |
| 9/2/2026 | Burkhalter Ranch - repair and expenses | $ 497.06 |
| 9/2/2026 | E Lowes - mulch for Burkhalter Ranch | $ 525.00 |
| 9/2/2026 | Tomak Electrik - repair Pearl Ridge Indianapolis IN | $ 791.80 |
| 9/2/2026 | Bliss Condominium - HOA Special Assessment fees St. Petersburg FL | $ 829.08 |
| 9/2/2026 | Home Depot - mulch for Burkhalter Ranch | $ 915.72 |
| 9/2/2026 | James Hafke Plumbing - repair 43rd Ave, St. Petersburg property | $ 975.00 |

**Attachment 1 to Receiver's Report**
**SEC v. Drive Planning - Expenses of Fiduciary and Drive Planning Accounts**

| Date | Payable | Amount |
|---|---|---|
| 9/2/2026 | Lux Valet -Staurolite Barn | $ 1,094.65 |
| 9/2/2026 | IndyClean - cleaning Pearl Ridge Indianapolis IN | $ 1,125.00 |
| 9/2/2026 | Hotel Detroit Condo Assoc. - monthly maintenance (September 2026) | $ 1,307.00 |
| 9/2/2026 | Mike's Power Wash - Pearl Ridge Indianapolis IN | $ 1,550.00 |
| 9/2/2026 | Avante Nea Insurance - General Liability Drive Planning | $ 15,413.28 |
| 9/4/2026 | Utica National Insurance Group - TBR Supply insurance | $ 1,458.00 |
| 9/4/2026 | Bliss Condominium - HOA fees St. Petersburg FL (September) | $ 2,630.59 |
| 9/4/2026 | Burkhalter Ranch - payroll and insurance | $ 7,000.00 |
| 9/9/2026 | Geico Insurance - Burkhalter Ranch | $ 441.00 |
| 9/9/2026 | Tri-State EMC - electric - Staurolite Barn Mineral Bluff GA property | $ 703.35 |
| 9/10/2026 | Livingtown HOA - maintenance Sheridan Dr. Atlanta GA | $ 2.49 |
| 9/10/2026 | Duke Energy - Warren Ct Sumter SC | $ 57.23 |
| 9/10/2026 | City of Valdosta - utilities - Valdosta GA | $ 74.20 |
| 9/10/2026 | Google Drive March - September 2026 | $ 162.90 |
| 9/10/2026 | Crystal Clean Housekeeping - clean Staurolite Barn July 2026 | $ 325.00 |
| 9/10/2026 | Livingtown HOA - maintenance Sheridan Dr. Atlanta GA | $ 465.13 |
| 9/10/2026 | Tri-State EMC - Burkhalter Ranch and Staurolite Barn | $ 496.48 |
| 9/10/2026 | All Terrain Lawn Care - Warren/Landmark /Dartmouth Sumter SC | $ 750.00 |
| 9/10/2026 | CM - electric repair 43rd Ave St. Petersburg FL | $ 950.00 |
| 9/10/2026 | Burkhalter expense for the wedding event | $ 996.53 |
| 9/10/2026 | DM - repairs, carpet cleaning and expense - Pearl Ridge Indianapolis IN | $ 1,701.89 |
| 9/10/2026 | Top Notch Locksmith - Pearl Ridge - Indianapolis IN | $ 2,081.74 |
| 9/10/2026 | Return of security deposit | $ 2,500.00 |
| 9/10/2026 | CyberDiscovery - Drive Planning database - Lexbe platform IT services - (August 2026) | $ 4,861.00 |
| 9/11/2026 | Stretto - Investor portal management and hosting docs - July 2026 | $ 1,108.82 |
| 9/11/2026 | Stretto - Claims processing - July 2026 | $ 6,052.80 |
| 9/17/2026 | Tri-State EMC - 2nd St Blue Ridge FL | $ 151.00 |
| 9/17/2026 | Georgia Power - electric - Valdosta GA | $ 203.67 |
| 9/17/2026 | Burkhalter Ranch payroll | $ 9,000.00 |
| 9/20/2026 | Duke Energy - 43rd Ave St. Petersburg FL | $ 185.22 |
| 9/20/2026 | ETC - internet for Burkhalter Ranch | $ 393.03 |
| 9/21/2026 | service charge | $ 15.00 |
| 9/22/2026 | Secretary of State - registration Drive Planning LLC | $ 20.00 |

**Attachment 1 to Receiver's Report**

**SEC v. Drive Planning - Expenses of Fiduciary and Drive Planning Accounts**

| Date | Payable | Amount |
|---|---|---|
| 9/22/2026 | Tri-State EMC - Staurolite Barn Gate | $ 35.50 |
| 9/22/2026 | Duke Energy - Hotel Detroit St. Petersburg FL | $ 35.66 |
| 9/22/2026 | Fannin County - utilities - Staurolite Barn | $ 39.50 |
| 9/22/2026 | Fannin County - utilities - Burkhalter Ranch | $ 40.22 |
| 9/22/2026 | City of Blue Ridge - Utilities - E. 2nd Ave., Blue Ridge, GA property | $ 43.86 |
| 9/22/2026 | City of St. Petersburg - utilities - 43rd Ave, St. Petersburg property | $ 100.50 |
| 9/22/2026 | City of Blue Ridge - Utilities - Staurolite Barn, Blue Ridge, GA prope | $ 167.72 |
| 9/22/2026 | Hotel Detroit Condo Assoc. - Special Assessment (October 2026) | $ 174.00 |
| 9/22/2026 | Evolve Energy of Tampa Bay - repair St. Petersburg FL | $ 200.00 |
| 9/22/2026 | Hotel Detroit Condo Assoc. - monthly maintenance (October 2026) | $ 1,307.00 |
| 9/22/2026 | Ford Motor Credit - F450 Truck for Burkhalter Ranch (July) | $ 2,180.02 |
| 9/22/2026 | Club 201 expenses September and October | $ 12,000.00 |
| 9/22/2026 | Greene Insurance Agency - Staurolite Barn general liability insurance | $ 13,676.00 |
| 9/28/2026 | Tri-State EMC - Staurolite Barn Gate | $ 40.56 |
| 9/28/2026 | Rayman Company - lawn care Fisher IN | $ 130.00 |
| 9/28/2026 | Poolwerx - pool cleaning Indianapolis IN | $ 300.00 |
| 9/28/2026 | Tennessee Valley Repair - repair Staurolite Barn | $ 500.00 |
| 9/29/2026 | City of Sumter - utilities Warren Ct Sumter SC | $ 2.50 |
| 9/29/2026 | City of Sumter - utilities Warren Ct Sumter SC | $ 42.88 |
| 9/30/2026 | Stretto - Investor portal management and hosting docs - August 2026 | $ 1,163.33 |
| 9/30/2026 | Stretto - Claims processing - August 2026 | $ 3,130.80 |
| **Total of expenses** | | **$ 500,248.02** |

**Professional Fees**

| | | |
|---|---|---|
| 8/20/2026 | Pikoff Attorneys | $ 4,210.00 |
| 8/20/2026 | Law Offices of Henry F. Sewell, Jr LLC | $ 5,610.00 |
| 8/20/2026 | Bose McKinney & Evans | $ 8,911.20 |
| 8/20/2026 | Hays Financial Consulting LLC | $ 26,660.53 |
| 8/20/2026 | Damian Valori Culmo | $ 351,125.03 |
| **Total of Professional fees** | | **$ 396,516.76** |

**GRAND TOTAL OF EXPENSES** **$ 896,764.78**