

EXHIBIT 38



PROPERTY CONDITION DISCLOSURE STATEMENT (PCDS)

**THIS FORM MAY BE DUPLICATED BUT IT MAY NOT BE ALTERED OR PERSONALIZED
BY THE SELLER(S), ANY BROKERAGE FIRM OR LICENSEE.**

The following is a Property Condition Disclosure Statement (PCDS) required by §89-1-507 through §89-1-527 of the Mississippi Real Estate Brokers Act of 1954, as Amended, and made by the SELLER(S) concerning the condition of the RESIDENTIAL PROPERTY (1 TO 4 UNITS) located at: 11072 Old Highway 67, D'Iberville, MS

SELLER(S): Sharon Felzer Approximate Age of the Residence 98

This document is a disclosure of the condition of real property known by the SELLER on the date that this statement is signed and it is based on their actual knowledge of the property. It is NOT a warranty of any kind by the Seller or any Real Estate Licensee representing a principal in this transaction and this PCDS is not a substitute for any home inspection(s) or warranties the purchaser(s) may wish to obtain. However, the purchaser(s) may rely on the information contained herein when deciding to negotiate the terms for the purchase of the residential real property. This statement may be made available to other parties and is to be attached to the Listing Agreement and signed by the SELLER(S). This statement is NOT intended to be part of any contract between the seller and the purchaser.

IF THE RESIDENCE IS NEW (NEVER OCCUPIED) OR PROPOSED RESIDENTIAL CONSTRUCTION and a real estate licensee is involved in the transaction, the BUILDER/OWNER/SELLER must complete the PCDS in its entirety and should reference specific plans/specifications, building material lists and/or change orders.

DO NOT LEAVE ANY QUESTIONS UNANSWERED AND DO NOT LEAVE BLANK SPACES. THE SELLER(S) MAY ATTACH ADDITIONAL PAGES IF NECESSARY TO FULLY EXPLAIN A PROPERTY'S CONDITION. THE ACRONYM "N/A" MAY BE USED FOR "NOT APPLICABLE" AND "UNK" MAY BE USED FOR "UNKNOWN".

A. GENERAL INFORMATION:

1. Does the Transferor/Seller currently have a deeded title to the residence? Yes ✓ No _____. If "YES", when did the current Seller receive the title to the property? Benjamin P. Felzer, 2017
2. Does the Transferor/Seller currently occupy the residence? Yes _____ No ✓. If "NO", has the current seller ever occupied the residence? Yes _____ No ✓. If "YES", what were the dates of Occupancy? _____
3. Is the site improved with a Factory Built (Manufactured Housing Unit) or a Modular Home constructed on a permanent foundation? Yes _____ No ✓. If "YES", indicate the Home Identification number on the Data Plate _____
4. Was the residence built in conformity with an approved building code? Yes _____ No _____ Unknown ✓. If "YES", was a PERMIT secured from the City/County Building Authority? Yes _____ No _____ Unknown ✓
5. Do you have a Home Inspection Report which was completed for you? Yes _____ No ✓. If "YES", is the report available for review by a prospective purchaser? Yes _____ No _____

B. STRUCTURAL ITEMS & SOILS:

1. Are you aware of any settlement/heaving of soils, any collapsible or expansive soils or poorly compacted fill on the Property? Yes ☐ No ☐ Unknown ☒ . If "YES", please describe, to your knowledge, the nature and location of any settlement or heaving _____
2. Are you aware of any past or present movement, shifting, deterioration or other problems with the walls (interior or exterior) or the foundation of the Property? Yes ☐ No ☒ Unknown ☐ . If "YES", please describe, to your knowledge, the nature and location of any such problems _____
3. Are you aware of any tests to determine the composition/compaction of the soil or the presence of any "expandable soils" being present on the Property? Yes ☐ No ☒ . If "YES", please provide copies of the results if they are available. _____
4. Are you aware of any foundation repairs made in the past? Yes ☐ No ☒ . If "Yes", is there a written report which will indicate the foundation repairs? Explain _____
5. If foundation repairs were completed is there a Warranty which can be transferred to a new owner? Yes ☐ No ☒ _____
6. To your knowledge, are any foundation repairs currently needed? Yes ☐ No ☐ Unknown ☒ . If "YES", please explain in detail _____
7. Except for "Cosmetic Upgrades" (carpet, paint, wallpaper, etc) have you remodeled, made any room additions, made structural modifications or other alterations or improvements to the Property? If "YES", please describe, to your knowledge, the nature of all such remodels/alterations _____
8. To your knowledge, were all necessary work PERMITS and approvals secured in compliance with local/city/county building codes? Yes ☐ No ☐ Unknown ☒ . If "YES", please indicate the name of the Licensed Contractor who completed the work and the dates of the work _____

C. ROOF:

1. Has all or any portion of the roof been repaired or replaced during your ownership? Yes _____ No ✓. If "YES", please indicate the dates of the roof work (if known) and describe, to the best of your knowledge, the nature of any roof repairs or replacements. _____
2. To your knowledge, are there any written warranties presently in place for the roof? Yes _____ No ✓. If "YES", please attach copies of any warranties in your possession. _____
3. Are you aware of any current leaks or defects with the roof such as structural issues, dry rot, water backups, moisture issues, wind damage or hail damage? Yes ✓ No ✗. If "YES", please describe, to your knowledge, the nature of the defects and their location to the roof has leak.
4. How long have you known about the current problems with the roof? 12 months
5. The roof is 2 years old.

D. HISTORY OF INFESTATION: TERMITES, CARPENTER ANTS, ETC:

1. Are you aware of any ongoing, recurring or habitual problems with termites, dry rot, mildew, vermin, rodents or other pests which affect the Property? Yes ☒ No ☐ . If "YES", please describe, to your knowledge, the nature of the problem and the location of the problem: Patio Rock & walls basement
2. Are you aware of any DAMAGE to the Property which was caused by termites, dry rot, mildew, vermin, rodents or other pests? Yes ☒ No ☐ . If "YES", please describe, to your knowledge, the location of such damage and what efforts were taken to mitigate and/or repair the damage: Patio Rock & walls Basement
3. If a Wood Destroying Insect Treatment was required for the residence, which Pest Control Company treated the Property for the problem? Starline
4. If DAMAGE to the residence was actually mitigated/repaired, who was the contractor who repaired the DAMAGE to the Property? Starline
5. To your knowledge, are there any written warranties or other termite or pest control coverage(s) presently in place for the Property? Yes ☒ No ☐ . If "YES", please attach copies of such warranties in your possession. Starline

F. STRUCTURE/FLOOR/WALLS/CEILINGSAWINDOWS/FEATURES:

1. During your ownership, has there been DAMAGE to any portion of the physical structure resulting from fire, windstorm, hail, tornados, hurricane or any other natural disaster? Yes _____ No X If "YES", please describe, to your best knowledge, the cause of the damage, in detail, and supply the dates of the losses _____

2. Are you aware of any past or present problems, malfunctions or defects with the windows (including storm windows and screens), the flooring (hardwood, marble, stone, tile or carpeting), fireplaces/chimneys, ceilings, walls (interior), jetted bathtub, hot tub, sauna, skylights, shower or wet bar, including any modifications to them? Yes ☐ No ☒ If "YES", please describe, to your knowledge, the nature of any such problem; for example, the skylight leaked or the motor which operates the jetted bathtub had to be replaced, etc. _____
3. Are you aware of any past or present problems, malfunctions or defects with the lawn sprinkler system, swimming pool, hot tub, rain gutters, tile drains (French drains), driveway, patio, storage building, gazebo, outdoor fireplace, or outdoor kitchen appliances (which are remaining with the property)? Yes ☐ No ☒ If "YES", please describe, to your knowledge, the nature of such problems; for example, the French drains are clogged and do not remove rain water or the timer for the sprinkler system is not functioning properly, etc. _____
4. During your ownership, have there been any notices concerning safety issues with a swimming pool or other improvements to the property? Yes ☐ No ☒ If "YES", Please describe, to the best of your knowledge, these safety issue in detail. _____
5. Except for regular maintenance of the exterior surfaces of the Property (painting, staining, etc) are you aware of any past or present problems, malfunctions or defects with any portion of the exterior walls, fascias, soffits, stucco, windows, doors or trim? Yes ☒ No ☐ If "YES", please describe, to your knowledge, the nature of the problems. (for example, there is moisture damage behind the stucco) Water Leak and walls Behind

F. LAND AND SITE DATA:

1. Is there an engineer's survey or a recorded plat of the Property available? Yes ☐ No ☒ If "YES", please attach a copy of the survey (if available). If "YES", please indicate by whom the survey was completed _____ and the Date the survey was completed _____
2. Are you aware of the existence of any of the following, to wit:
- | | | | |
|----------------|--|--------------------|--|
| Encroachments: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> | Boundary Dispute: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> |
| Easements: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> | Soil/Erosion: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> |
| Soil Problems: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> | Standing Water: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> |
| Land Fill: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> | Drainage Problems: | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> |
3. Are you aware of any current pending litigation, foreclosure, zoning regulations, restrictive covenants, building code violations, mechanics liens, judgments, special assessments or any other type of restriction which could negatively affect your Property? Yes ☐ No ☒ If "YES", please explain _____
4. Other than the utility easements, are you aware of any easement which impacts the residence? Yes ☐ No ☒
5. Are there any rights-of-way, easements, eminent domain proceedings or similar matters which may negatively impact your ownership interest in the Property? Yes ☐ No ☒ If "YES", please explain _____
6. Are you aware if any portion of the Property (including a part of the site) is currently located in or near a FEMA Designated Flood Hazard Zone? Yes ☒ No ☐ Unknown ☐ If "YES", please indicate the source of your information and the current Map Number used to determine the Flood Zone unk
7. Is Flood Insurance currently required on the Property? Yes ☒ No ☐ If "YES", please indicate the amount of the premium currently being paid and when the premium was last adjusted \$535
8. Are you aware if any portion of the Property (Site) is currently designated as being located within a WETLANDS area and is subject to specific restrictive uses? Yes ☐ No ☒ If "YES", please explain in detail _____
9. Are you aware if the Property has ever had standing water in the front, rear or side yards for more than forty-eight (48) hours following a heavy rain? Yes ☐ No ☒ If "YES", please describe, to your knowledge, any unusual circumstances causing the problem _____
10. Are you aware, **FOR ANY REASON**, in the past or present of water penetration problems in the walls, windows, doors, crawl space, basement or attic? Yes ☒ No ☐ If "YES", please describe, to your knowledge, the nature of the problem and what steps were taken to remedy the problem Water Leak & walls Behind - Contractor
11. **FOR ANY REASON**, past or present, has any portion of the interior of the Property ever suffered water damage or moisture related damage which was caused by flooding, lot drainage, moisture seepage, condensation, sewer overflow, sewer backup, leaking or broken water pipes (during or after construction) pipe fittings, plumbing fixtures, leaking appliances, fixtures or equipment? Yes ☒ No ☐ If "YES", please describe, to your knowledge, the nature of the problems and what steps were taken to remedy the problems Water Leak & walls Behind
12. Are you aware, **FOR ANY REASON**, of any leaks, back-ups, or other problems relating to any of the plumbing, water, sewage, or related items during your ownership? Yes ☐ No ☒ If "YES", please describe, to your best knowledge, the problem you experienced and how it as mitigated _____

G. APPLIANCES/MECHANICAL EQUIPMENT:

Following is a list of appliances and mechanical systems which may or may not be present in the residence. Please complete the information to the best of your knowledge. You may use the "Item Blanks" at the bottom of the page for additional items.

APPLIANCES/ITEMS/SYSTEMS REMAINING WITH THE PROPERTY:

ITEMS	YES/ #ITEMS	NO N/A	GAS/ ELECTRIC	REPAIRS COMPLETED IN LAST TWO YEARS	AGE
BUILT-IN COOKTOP	✓		E		
BUILT-IN OVEN(S)	✓		E		
BUILT-IN DISHWASHER	✓		E		
GARBAGE DISPOSAL	✓		E		
ICE-MAKER (STAND ALONE)					
MICROWAVE OVEN					
TRASH COMPACTOR					
KITCHEN VENT FAN(S)					
CENTRAL AIR SYSTEM(S)	✓		E		
CENTRAL HEATING SYSTEM(S)	✓		E		
HUMIDIFIERS OR EVAPORATORS					
AIR PURIFIERS					
WATER HEATER(S)	✓		E		
TANKLESS WATER HEATER(S)					
CEILING FAN(S)					
ATTIC FANS					
BATHROOM VENT FAN(S)					
GARAGE DOOR OPENER(S)					
SMOKE/MONOXIDE DETECTORS	✓		E		
SECURITY SYSTEM	✓		E		
INTERCOM/SOUND SYSTEM					
REFRIGERATOR					
FREE STANDING STOVE					

H. OTHER:

1. Are you aware of any past or present hazardous conditions, substances or materials on the Property such as asbestos or asbestos components, lead-based paint, urea-formaldehyde insulation, the presence of Chinese dry-wall, methane gas, radon gas, underground storage tanks and lines or any past industrial uses occurring on the premises? Yes ☐ No ☒ If "YES", please describe, to your best knowledge, the nature of any such hazardous conditions and any attempts to mitigate any such hazardous condition(s) _____
2. Are you aware of any past or present contaminations which have resulted from the storing or the manufacturing of methamphetamines? Yes ☐ No ☒ If "YES", please describe _____
3. Are you aware if there are currently, or have previously been, any inspections by qualified experts or orders issued on the property by any governmental authority requiring the remediation of MOLD or any other public health nuisance on the Property? Yes ☐ No ☒ If "YES", please describe, to your best knowledge, any attempts to mitigate such condition(s) _____
4. Are you aware of any problems or conditions that affect the desirability or functionality of the Heating, Cooling, Electrical, Plumbing, or Mechanical Systems? Yes ☐ No ☒ If "YES", please described, to your best knowledge, all known problems in complete detail _____
5. The water supply is: Public ☐ Private ☐ On-site Well ☒ Neighbor's Well ☐ Community ☐ _____
6. If your drinking water is from a well, when was the water quality last checked for safety, what were the results of the test and who was the qualified entity who conducted the test? NA
7. Is the water supply equipped with a water softener? Yes ☐ No ☒ Unknown ☐ _____
8. The Sewage System is: Public ☒ Private ☐ Septic ☐ Cesspool ☐ Treatment Plant ☐ Other ☐ _____
9. If the sewer service is by an individual system, has it been inspected by the proper state/county Health Department officials? Yes ☐ No ☒ If "YES", please give complete details _____
10. How many bedrooms are allowed by the Individual Waste Water Permit? _____
11. Is there a sewage pump installed? Yes ☐ No ☒ Date of the last Septic Inspection _____

I. MISCELLANEOUS:

1. Is the residence situated on Leasehold or Sixteenth Section land? Yes ☐ No ☒ Unknown ☐ If "YES", please indicate the terms of the lease including payments and expiration date _____
2. Are you aware of any hidden defects or needed repairs about which the purchaser should be informed PRIOR to their purchase? Yes ☐ No ☒ If "YES", please describe, to your best knowledge, the problem(s) which need to be disclosed _____
3. What is the APPROXIMATE SQUARE FOOTAGE of the Heated and Cooled Living Area? 2845-2856
4. How was the approximation of the Gross Living Area (square footage) determined? 9/6/16 Appraised
5. Are there any finished hardwood floors beneath the floor coverings? Yes ☐ No ☒ Unknown ☐ If "YES", please indicate, to your best knowledge, the condition and the location of the hardwood floors 9/6/16 App
6. Are there Homeowner's Association Fees associated with ownership? Yes ☐ No ☒ Amount NA (Yr/Mth/Quarter)
7. Does the HOA levy dues or assessments for maintenance of common areas and/or other common expenses? no
8. Are you aware of any HOA, Public (municipal) special improvement district (PID) or other assessments that are presently owing or that have been approved but not yet levied against the Property? Yes ☐ No ☒ If "YES", please indicate the tax (assessing) entity and the amount of the taxes/assessments _____
9. Please indicate the contact information for the HOA NA
10. What is the YEARLY Real Estate Tax Bill? County Taxes _____ City Taxes _____ Special District Taxes \$5189
11. Has Homestead Exemption been filed for the current year? Yes ☐ No ☒ Unknown ☐ _____
12. Are you aware of any additional tax exemptions which accrue to the Property? Yes ☐ No ☒ Unknown ☐ If "YES", please describe the exemptions and the amount of the tax _____
13. What is the average YEARLY Electric Bill? \$ 2600 What is the average YEARLY Gas Bill? \$ _____
14. Is the residence serviced by Propane (LP) Gas? If "YES", what is the average YEARLY Propane Bill? \$ _____
15. The Propane Tank is: Owned ☐ Leased ☐ If Leased, how much is the lease payment? \$ _____
16. Is Cable Television Service available at the site? Yes ☒ No ☐ Service Provider _____
17. Is Fiber Optic Cable (Internet) available at the site? Yes ☒ No ☐ Service Provider _____
18. List any item remaining with the Property which is financed separately from the mortgages NA

EXHIBIT 39

From: [Cameron Bell](#)
To: [Brown, Jeffrey](#)
Subject: FW:
Date: Monday, July 6, 2020 1:37:37 PM

Cameron C. Bell
Realtor | Broker | Attorney*
Cameron Bell Properties, Inc.
14335 Dedeaux Road
Gulfport, MS 39503
Cell [REDACTED]
Fax (800) 520-3445
https://urldefense.proofpoint.com/v2/url?u=http-3A__www.cameronbellproperties.com&d=DwIFAw&c=L93KkjKsAC98uTvC4KvQDdTDRzAeWDDRmG6S3YXllH0&r=YVZxpS6BS7cXGBCP7bKmUbj2uw9fdJ00rL_iz_RDN2Y&m=6gJ9384Q-XbPyG4-ooU3ln_fEwGe0F5scbe0QaUgRS0&s=Y5BLH8NBSmEwQFJF4ATOrNbZcGCQZ3pqXBfJpMI7c-A&e=

*Not actively practicing law

-----Original Message-----

From: Z112 Palazzo, Steven [REDACTED] >
Sent: Monday, July 31, 2017 4:57 PM
To: Cameron Bell [REDACTED] >
Subject: Re:

We can hold off if you think the River House will sell. If the RH doesn't sell then I will have to sell farm to borrow to cover debt on RH.

Sent from my iPad

> On Jul 31, 2017, at 2:29 PM, Cameron Bell [REDACTED] >
wrote:
>
> Are you 100% sure? This guy is going to think we are crazy if we back out again.
>
> Thank you,
> Cameron
>
>> On Jul 31, 2017, at 12:10 AM, Z112 Palazzo, Steven [REDACTED] > wrote:
>>
>> Not sure if your receiving texts. Overseas. Sell the farm if you can.
>>
>> It's cleaned up and ready.
>>
>> Sent from my iPhone
>

--

This email has been checked for viruses by AVG
https://urldefense.proofpoint.com/v2/url?u=https-3A__www.avg.com&d=DwIFAw&c=L93KkjKsAC98uTvC4KvQDdTDRzAeWDDRmG6S3YXllH0&r=YVZxpS6BS7cXGBCP7bKmUbj2uw9fdJ00rL_iz_RDN2Y&m=6gJ9384Q-XbPyG4-ooU3ln_fEwGe0F5scbe0QaUgRS0&s=obwcSlJKHF57rk3r7hwmnw0TjKXXUinNc9FlpQcmDk&e=

EXHIBIT 40

From: [Cameron Bell](#)
To: [Brown, Jeffrey](#)
Subject: FW: McHenry Land and River House
Date: Monday, July 6, 2020 1:36:56 PM

Cameron C. Bell

Realtor | Broker | Attorney*

Cameron Bell Properties, Inc.

14335 Dedeaux Road

Gulfport, MS 39503

Cell [REDACTED]

Fax (800) 520-3445

www.cameronbellproperties.com

*Not actively practicing law.

From: Z112 Palazzo, Steven <[REDACTED]>
Sent: Monday, January 22, 2018 4:15 PM
To: 'Cameron Bell' <[REDACTED]>
Subject: RE: McHenry Land and River House

Have you had a chance to digest this? Also if you can send me the text of the post you will use when you list it. Put a buy option in there. Thanks.

From: Z112 Palazzo, Steven
Sent: Saturday, January 20, 2018 10:02 PM
To: 'Cameron Bell'
Subject: RE: McHenry Land and River House

River House \$4,000 per month.

Farm \$3,000 per month.

Thoughts.

From: Cameron Bell [REDACTED]
Sent: Friday, January 19, 2018 6:22 PM
To: Z112 Palazzo, Steven
Subject: RE: McHenry Land and River House

I figured it out I believe, and walked the majority of it. The good is better than I thought, and the "bad" is pretty low with cutover areas...

I still think \$300K is a good number, given some of it is high dollar and some of it is \$2,000 an acre land.

Just let me know on the river house.

The farm should be desirable to number of qualified tenants for a get-a-way, which if not used as a primary residence, would mean less wear-and-tear as well.

Yes, Jode' fields calls regularly on your listings, I hear her as she is the next office over.

Thank you,
Cameron

Cameron C. Bell

Realtor | Broker | Attorney

Cameron Bell Properties, Inc.

14335 Dedeaux Road

Gulfport, MS 39503

Cell [REDACTED]

Fax (800) 520-3445

www.cameronbellproperties.com

From: Z112 Palazzo, Steven [REDACTED]

Sent: Thursday, January 18, 2018 9:44 PM

To: 'Cameron Bell' <[REDACTED]>

Subject: McHenry Land and River House

I hope you had a good walk around and was able to make sense of it. I think they are like 5 separate tax parcels.

Let me know what you come up with.

Also I'd like to get the house listed again for sale or lease and try and combo residential and commercial approach to it.

I'll try and have a monthly lease amount to you soon.

Also for the farm I'll do the numbers and we can try a lease option. My goal is to keep it but would entertain a sale offer at the right price. But currently it would be nice to get income coming in to cover the expenses.

I know Joni is working hard on the other but it would really help if we could sell some of these properties.

Night.

Steven



Virus-free. www.avg.com

EXHIBIT 41

From: Cameron Bell
To: Brown, Jeffrey
Subject: FW: River House
Date: Monday, July 6, 2020 1:47:33 PM

Cameron C. Bell
Realtor I Broker I Attorney*
Cameron Bell Properties, Inc.
14335 Dedeaux Road
Gulfport, MS 39503
Cell [REDACTED]
Fax: (800) 520-3445
https://urldefense.proofpoint.com/v2/url?u=http-3A__www.cameronbellproperties.com&d=DwlFaQ&c=L93KkjKsAC98uTvC4KvQDjTDRzAeWDDRmG6S3YXlIH0&r=YZZpS6BS7cXGBCP7bKnUbj2uw96dJ00t1_iz_RDN2Y&m=qNBod6f4mKK3Ome0TgnDwh7kPaS3Sv3VZcd4M1JW3qk&s=YJHDK_2mwFLDc-NvI-AuBUphM4LxR1ixncIKFZ22pA&e

*Not actively practicing law.

-----Original Message-----

From: Steven Palazzo [REDACTED] >
Sent: Tuesday, January 2, 2018 8:04 PM
To: Cameron Bell [REDACTED] >
Subject: Re: River House

I just want to sell it or find some contractors to fix it without costing an arm and a leg and sell it for a little more. I can't afford to take a huge loss. But if I wanted it sold within 6 months what would you recommend then? Response tomorrow is fine.

Sent from my iPhone

> On Jan 2, 2018, at 5:24 PM, Cameron Bell [REDACTED] > wrote:
>
> My thoughts depend largely on your goals... if you want to try to maintain the house for your eventual use, then I would obviously lease it for the time being. The same would hold true if you want to hold on to it until commercial development potentially moves that way from the Promenade
spillover, but that will be several years down the road in my opinion... it's not going to do you any good sitting there deteriorating in the interim... so a tenant would provide some much needed upkeep that comes with an occupied home, as well as an income stream so it's not such a liability to you
every month.
>
> The house is virtually impossible to value via comparable rentals, due to its uniqueness, but I'd guess in the \$2,500-\$3,000 per month range. The apartment would likely bring \$500-\$600, depending heavily on the amount of updating you did to get it leased. I'd suggest leasing them together, as
you'd likely not about the same amount, and that way you avoid the virtually inevitable problems posed by two different tenants trying to share parking, electric bills, etc. Further on that point would be that a large part of the draw for the main home is the privacy it currently offers... that is seriously
diminished if you have a \$500 a month tenant literally right outside your entrance.
>
> As far as selling the home, I think the last number of \$445K is still accurate. We were getting a number of looks towards the end of that cycle at that asking price. Even with you fully disclosing any and all issues you are aware of, I think we can get close to the \$400K number on a sale. The
problem with trying to sell something like this for the commercial value is you really can't ask a commercial buyer to pay for the value of a house and a garage apartment when they just want the dirt. With that said, a lot of the value is in the improvements, so it's kind of a conundrum when you have
a commercial property, or potential commercial property, as we do here, with some valuable structures on it... I run into this more than you'd think... Say for example John Doe has 5 acres of commercial land worth \$50K per acre, and a 50 year old ranch home worth \$250K on it... you can either sell
it for the value of the home sitting on a large residential parcel, or you can sell it for the value of the commercial land (often minus the demolition costs of the structures)... but you can't really have your cake and eat it too by selling the land for the commercial value and then stacking the residential
value of the home on top of it.
>
> The one exception I envision is if someone wanted to pursue a commercial venture which would include utilizing the home... i.e. some bed-and-breakfast or restaurant type deal... perhaps a really outside-the-box law office or something... But even then, I doubt the returns would justify a \$1M price
tag, or anything anywhere near that range.... and you'd like be on the market for years waiting on that one special buyer to come along.
>
> I hope this helps answer some questions, or at least give you some food for thought.
>
> Cameron
>
> Cameron C. Bell
> Realtor I Broker I Attorney
> Cameron Bell Properties, Inc.
> 14335 Dedeaux Road
> Gulfport, MS 39503
> Cell [REDACTED]
> Fax: (800) 520-3445
> https://urldefense.proofpoint.com/v2/url?u=http-3A__www.cameronbellproperties.com&d=DwlFaQ&c=L93KkjKsAC98uTvC4KvQDjTDRzAeWDDRmG6S3YXlIH0&r=YZZpS6BS7cXGBCP7bKnUbj2uw96dJ00t1_iz_RDN2Y&m=qNBod6f4mKK3Ome0TgnDwh7kPaS3Sv3VZcd4M1JW3qk&s=YJHDK_2mwFLDc-NvI-AuBUphM4LxR1ixncIKFZ22pA&e
>
> -----Original Message-----
> From: Steven Palazzo [REDACTED]
> Sent: Tuesday, January 2, 2018 12:27 PM
> To: cameronbe [REDACTED]
> Subject: River House
>
> Cameron,
>
> Give me your thoughts on selling the River House. I'm not going to be able to get any repairs done for a few months. Also if we re-list it what about residential and/or commercial. I'm open to leasing property as well.
>
> Also can you give me a market rental rate on the house and one for the garage apartment. I need them separate as I may lease separately from one another.
>
> Send me your thoughts or give me a call when you can.
>
> Sent from my iPad
>
> ---
> This email has been checked for viruses by AVG.
> https://urldefense.proofpoint.com/v2/url?u=http-3A__www.avg.com&d=DwlFaQ&c=L93KkjKsAC98uTvC4KvQDjTDRzAeWDDRmG6S3YXlIH0&r=YZZpS6BS7cXGBCP7bKnUbj2uw96dJ00t1_iz_RDN2Y&m=qNBod6f4mKK3Ome0TgnDwh7kPaS3Sv3VZcd4M1JW3qk&s=E6wSNoQV80uNSLKpPw32TgrvUJaS6SRKhs39dXL03E&e
>

...
This email has been checked for viruses by AVG.
https://urldefense.proofpoint.com/v2/url?u=https-3A__www.avg.com&d=DwlFaQ&c=L93KkjKsAC98uTvC4KvQDjTDRzAeWDDRmG6S3YXlIH0&r=YZZpS6BS7cXGBCP7bKnUbj2uw96dJ00t1_iz_RDN2Y&m=qNBod6f4mKK3Ome0TgnDwh7kPaS3Sv3VZcd4M1JW3qk&s=Ar3yxtA-3oLRCZzImCL209VgB6fZIKoAC61DdWrcAl&e

EXHIBIT 42

From: Cameron Bell
To: Brian Jeffrey
Subject: FW: River House
Date: Monday, July 6, 2020 1:47:10 PM

Cameron C. Bell
Realtor I Broker I Attorney*
Cameron Bell Properties, Inc.
14335 Dedeaux Road
Gulfport, MS 39503
Cell [REDACTED]
Fax (800) 520-3445
https://urdefense.proofpoint.com/v2/url?u=http-3A___www.cameronbellproperties.com&d=DwIFaQ&c=L93KkjKsAC98uTvC4KvQDdTDzAeWDDRmG6S3YXIIH0&r=YZxpS6BS7cXGBCP7bKmUbj2uw96dJ00t1_iz_RDN2Y&m=yHZDJJKoPgW_Lh_XNRCf1DrO5f5Yw6cvVjUQauXncM4&s=Bz9fAdCQ-n-13otnbT9jvwgiPUGqTmY40tZEIEl&c

*Not actively practicing law.

-----Original Message-----
From: Steven Palazzo [REDACTED] >
Sent: Wednesday, January 3, 2018 2:44 PM
To: Cameron Bell [REDACTED] >
Subject: Re: River House

The problem is finding someone to bird dog that project. If you know of anyone let me know.

Sent from my iPad

> On Jan 3, 2018, at 1:24 PM, Cameron Bell [REDACTED] > wrote:

>
> I would spend a few thousand to rectify the deck and any additional major concerns, like the sheetrock and window(s) in the "dog" room... then put it up for \$470K or so and test the market.

>
> Cameron C. Bell
> Realtor I Broker I Attorney
> Cameron Bell Properties, Inc.
> 14335 Dedeaux Road
> Gulfport, MS 39503
> Cell [REDACTED]
> Fax: (800) 520-3445

> https://urdefense.proofpoint.com/v2/url?u=http-3A___www.cameronbellproperties.com&d=DwIFaQ&c=L93KkjKsAC98uTvC4KvQDdTDzAeWDDRmG6S3YXIIH0&r=YZxpS6BS7cXGBCP7bKmUbj2uw96dJ00t1_iz_RDN2Y&m=yHZDJJKoPgW_Lh_XNRCf1DrO5f5Yw6cvVjUQauXncM4&s=Bz9fAdCQ-n-13otnbT9jvwgiPUGqTmY40tZEIEl&c

> -----Original Message-----
> From: Steven Palazzo [REDACTED] >
> Sent: Tuesday, January 2, 2018 8:04 PM
> To: Cameron Bell [REDACTED] >
> Subject: Re: River House

>
> I just want to sell it or find some contractors to fix it without costing an arm and a leg and sell it for a little more. I can't afford to take a huge loss. But if I wanted it sold within 6 months what would you recommend then? Response tomorrow is fine.

>
> Sent from my iPhone

>> On Jan 2, 2018, at 5:24 PM, Cameron Bell [REDACTED] > wrote:

>> My thoughts depend largely on your goals... if you want to try to maintain the house for your eventual use, then I would obviously lease it for the time being. The same would hold true if you want to hold on to it until commercial development potentially moves that way from the Promenade spillover, but that will be several years down the road in my opinion... it's not going to do you any good sitting there deteriorating in the interim... so a tenant would provide some much needed upkeep that comes with an occupied home, as well as an income stream so it's not such a liability to you every month.

>>
>> The house is virtually impossible to value via comparable rentals, due to its uniqueness, but I'd guess in the \$2,500-\$3,000 per month range. The apartment would likely bring \$500-\$600, depending heavily on the amount of updating you did to get it leased. I'd suggest leasing them together, as you'd likely not shoot the same amount, and that way you avoid the virtually inevitable problems posed by two different tenants trying to share parking, electric bills, etc. Further on that point would be that a large part of the draw for the main home is the privacy it currently offers... that is seriously diminished if you have a \$500 a month tenant literally right outside your entrance.

>>
>> As far as selling the home, I think the last number of \$445K is still accurate. We were getting a number of looks towards the end of that cycle at that asking price. Even with you fully disclosing any and all issues you are aware of, I think we can get close to the \$400K number on a sale. The problem with trying to sell something like this for the commercial value is you really can't ask a commercial buyer to pay for the value of a house and a garage apartment when they just want the dirt. With that said, a lot of the value is in the improvements, so it's kind of a conundrum when you have a commercial property, or potential commercial property, as we do here, with some valuable structures on it... I run into this more than you'd think... Say for example John Doe has 5 acres of commercial land worth \$50K per acre, and a 50 year old ranch home worth \$250K on it... you can either sell it for the value of the home sitting on a large residential parcel, or you can sell it for the value of the commercial land (often minus the demolition costs of the structures)... but you can't really have your cake and eat it too by selling the land for the commercial value and then stacking the residential value of the home on top of it.

>>
>> The one exception I envision is if someone wanted to pursue a commercial venture which would include utilizing the home... i.e. some bed-and-breakfast or restaurant type deal... perhaps a really outside-the-box law office or something... But even then, I doubt the returns would justify a \$1M price tag, or anything anywhere near that range... and you'd like be on the market for years waiting on that one special buyer to come along.

>>
>> I hope this helps answer some questions, or at least give you some food for thought.

>>
>> Cameron

>>
>> Cameron C. Bell
>> Realtor I Broker I Attorney
>> Cameron Bell Properties, Inc.
>> 14335 Dedeaux Road
>> Gulfport, MS 39503
>> Cell [REDACTED]
>> Fax: (800) 520-3445

>> https://urdefense.proofpoint.com/v2/url?u=http-3A___www.cameronbellproperties.com&d=DwIFaQ&c=L93KkjKsAC98uTvC4KvQDdTDzAeWDDRmG6S3YXIIH0&r=YZxpS6BS7cXGBCP7bKmUbj2uw96dJ00t1_iz_RDN2Y&m=yHZDJJKoPgW_Lh_XNRCf1DrO5f5Yw6cvVjUQauXncM4&s=kGPhISf4EiZBBPnQq2LTcO0Aeo9qZxIU0cXpAWbMajw&c

>> -----Original Message-----
>> From: Steven Palazzo [REDACTED] >
>> Sent: Tuesday, January 2, 2018 12:27 PM
>> To: cameronb, [REDACTED]
>> Subject: River House

>>
>> Cameron,

>>
>> Give me your thoughts on selling the River House. I'm not going to be able to get any repairs done for a few months. Also if we re-list it what about residential and/or commercial. I'm open to leasing property as well.

>>
>> Also can you give me a market rental rate on the house and one for the garage apartment. I need them separate as I may lease separately from one another.

>>
>> Send me your thoughts or give me a call when you can.

>>
>> Sent from my iPad

>>
>> ---

>> This email has been checked for viruses by AVG.

>> https://urdefense.proofpoint.com/v2/url?u=http-3A___www.avg.com&d=DwIFaQ&c=L93KkjKsAC98uTvC4KvQDdTDzAeWDDRmG6S3YXIIH0&r=YZxpS6BS7cXGBCP7bKmUbj2uw96dJ00t1_iz_RDN2Y&m=yHZDJJKoPgW_Lh_XNRCf1DrO5f5Yw6cvVjUQauXncM4&s=B0dAInf6eNNI1PF_UAxsHsLjq7qG8gGgHYpjz7IHGUc&c

>>
>> --

--
This email has been checked for viruses by AVG.

https://urdefense.proofpoint.com/v2/url?u=http-3A___www.avg.com&d=DwIFaQ&c=L93KkjKsAC98uTvC4KvQDdTDzAeWDDRmG6S3YXIIH0&r=YZxpS6BS7cXGBCP7bKmUbj2uw96dJ00t1_iz_RDN2Y&m=yHZDJJKoPgW_Lh_XNRCf1DrO5f5Yw6cvVjUQauXncM4&s=B0dAInf6eNNI1PF_UAxsHsLjq7qG8gGgHYpjz7IHGUc&c

EXHIBIT 43

LEASE AGREEMENT BY AND BETWEEN

**STEVEN PALAZZO, AS LANDLORD
AND
PALAZZO FOR CONGRESS, AS TENANT**

**FOR THE BUILDING COMMONLY KNOWN AS
11072 Old Hwy 67, D'Iberville, MS 39540**

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT**

LEASE

This lease agreement is made and entered into on the date signed between Steven Palazzo, hereinafter referred to as "Landlord" and Palazzo for Congress, hereinafter referred to as "Tenant."

LEASED PREMISES

For and in consideration of the mutual covenants, considerations and promises contained herein the Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises commonly known as 11072 Old Hwy 67, D'Iberville, MS 39540 (the "Leased Premises").

TERM OF LEASE

The term of the lease shall be for one (1) year commencing on February 1, 2018. The lease shall be automatically renewed in one year increments and may be cancellable at any time after the initial year by either party with a 90-day written notice.

LEASE PAYMENT AMOUNTS

During the initial year of the lease the Tenant shall pay the Landlord \$3,000 per month, payable in advance. Monthly lease payments after the initial year shall be increased no more than 5% per month.

DEPOSITS

At the outset of the initial year of the lease, Tenant shall pay the Landlord a security deposit of one months' rent. Subject to any damage and/or breakage, such security deposit shall be refunded at the termination of the lease.

OPERATIONS

During the period of occupancy, Tenant anticipates using the property as a campaign headquarters and/or for any other purposes that are consistent with the character of the neighborhood.

With Landlord approval, Tenant is permitted, at Tenant's expense, to make changes and/or enhancements to the property.

During the period of occupancy, Landlord reserves the right to sell such property and thereby, with a notice of at least 90 days, cancel this lease.

PAYMENT OBLIGATIONS

At Tenant expense, the property shall be maintained in a state of repair that is consistent with the its condition at the outset of this lease.

Tenant shall pay for insurance, including casualty and liability insurance, on the property and the contents therein. Evidence of such insurance shall be provided to Landlord.

Tenant shall pay for all utilities, including deposits related thereto.

Landlord shall initially pay all real estate taxes and subsequently send the Tenant a bill for the same.

ATTORNEY FEES

In the event that it becomes necessary for either party to employ an attorney for the enforcement of this lease and/or defend any matters arising from this lease, the prevailing party shall recover reasonable attorney's fees and related costs from the non-prevailing party.

ADDITIONAL OBLIGATIONS

This lease may not be transferred and/or assigned without the advance approval, in writing, of both parties. Landlord may use the property for collateral for existing and/or additional mortgage indebtedness

MISCELLANEOUS

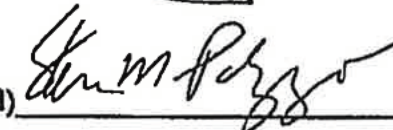
Both parties agree that this lease shall be governed by the laws of the State of Mississippi.

Applicable notices under that lease shall be in writing and delivered to addresses provided.

Signed
(Tenant)

 Date 2/1/2018

Signed
(Landlord)

 Date 2/1/18