

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**SECURITIES AND EXCHANGE  
COMMISSION,**

*Plaintiff,*

v.

**TIMOTHY BARTON, et al.**

*Defendants.*

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**No. 3:22-cv-2118-X**

**APPENDIX IN SUPPORT OF RECEIVER’S VERIFIED NOTICE OF PUBLICATION  
REGARDING SALE OF FRISCO GATE PROPERTY**

Respectfully submitted,

**BROWN FOX PLLC**

By: /s/ Cortney C. Thomas

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**RECEIVER**

**CERTIFICATE OF SERVICE**

Pursuant to Fed. R. Civ. P. 5(d)(1)(B), as amended, no certificate of service is necessary, because this document is being filed with the Court’s electronic-filing system.

<b>EXHIBIT</b>	<b>DESCRIPTION</b>	<b>APP PAGES</b>
A	Notice of Publication	APP000001-3
B	Addendum to Purchase and Sale Contract	APP000004-6

# EXHIBIT A

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared Mert Tezkol, advertising Representative for The Dallas Morning News, being duly sworn by oath, states the attached advertisement of

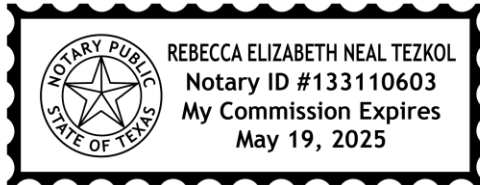
Notice of Sale and Hearing – Approximately 4.538 Acres at Frisco Gate

Cort Thomas, as the court-appointed Receiver of the assets of several entities controlled by Timothy Barton, including FHC Acquisitions, LLC hereby gives notice that on January 31, 2023 at 2 p.m., the United States District Court for the Northern District of Texas will consider sale of approximately 4.538 acres at the Frisco Gate (John Hickman and the Dallas North Tollway) for \$9,000,000. The hearing will be conducted in-person at the United States District Courthouse, Courtroom 1525, 1100 Commerce St., Dallas, TX 75242-1310. Bona fide offers which exceed the sale amount by at least 10% may be sent to the Receiver prior to the hearing by fax at 214-327-5001. For more information or for details for participating in the hearing, contact the Receiver at 214-327-5001.

AD# 1841525

was published in The Dallas Morning News

**DATE PUBLISHED:** January 18, 2023 & January 22, 2023



Mert Tezkol

January 22, 2023

(Notary Public)



Date Printed: Tuesday, January 17, 2023

Transaction Type: Payment

Order Number: 0001841525

Payment Method: Credit Card

Bad Debt: -

Credit Card Number: \*\*\*\*\*4577

Credit Card Expire Date: 8/28/2023

Payment Amount: 349.00

Amount Due:

Reference Number: 09167G

Charge to Company: **The Dallas Morning News, Inc.**

Category: Classified

Credit to Transaction Number: P830774

Invoice Text:

Invoice Notes:

Customer Type: Business Transient

Customer Category: Professional Bus

Customer Status: Active

Customer Group: Local

Customer Trade:

Account Number: 100287200

Phone Number: 2143275000

Company / Individual: **Company**

Customer Name: BROWN FOX LAW

Customer Address: 8111 PRESTON RD  
STE 300

DALLAS TX 75225632 USA

Received for Advertiser: BROWN FOX LAW

Check Number:

Routing Number:

Payment Receipt Date: 1/17/2023

# EXHIBIT B

**ADDENDUM TO PURCHASE AND SALE CONTRACT**

CORT THOMAS, solely in his capacity as the receiver, and not in his individual capacity (the "Receiver") for, and on behalf of, FHC Acquisition LLC, a Texas Limited Liability Company, as Seller, and PETRA DEVELOPMENT, LLC, a Virginia Limited Liability Company, as Purchaser, enter into this Addendum to amend the parties' Purchase and Sale Agreement (the "Agreement") as to land consisting of approximately 4.538 acres described as Lot 13, Block A on that certain Revised Conveyance Plat of The Gate (the "Property") as follows:

1. The Feasibility Period set forth in Paragraph 4.1 of the Agreement (including Purchaser's Right to Terminate the Agreement pursuant to Paragraph 4.2 for any reason) shall be extended to sixty (60) days after the Effective Date of the Agreement.
2. The Closing Date for the Agreement shall be extended by reference to this extension of the Feasibility Period.
3. If it is determined by Seller that there are no parking restrictions or other parking issues arising from impact by other neighboring parcels with respect to the Property, Fifty Thousand and 00/100 (\$50,000.00) of the Earnest Money (as defined in Paragraph 2.5 of the Agreement) shall become nonrefundable and payable to Receiver, for and on behalf of Seller.

So agreed this 24th day of January, 2023.

**RECEIVER:**

**CORT THOMAS, AS RECEIVER FOR FHC ACQUISITION, LLC,**  
a Texas limited liability company

Signature:

Cort Thomas, Receiver

Printed Name:

Cort Thomas

Title:

Receiver for FHC Acquisition, LLC

Date:

January 24, 2023

**PURCHASER:**

**PETRA DEVELOPMENT, LLC,**  
a Virginia limited liability company

By:  \_\_\_\_\_

Name:                     Rashid Salem                    

Title:                                     Principal