

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

COMMODITY FUTURES TRADING
COMMISSION,

Case No. 8:19-CV-886-T-33SPF

Plaintiff,

v.

OASIS INTERNATIONAL GROUP,
LIMITED; OASIS MANAGEMENT, LLC;
SATELLITE HOLDINGS COMPANY;
MICHAEL J DACORTA; JOSEPH S.
ANILE, II.; RAYMOND P MONTIE III;
FRANCISCO "FRANK" L. DURAN; and
JOHN J. HAAS,

Defendants;

and

MAINSTREAM FUND SERVICES, INC.;
BOWLING GREEN CAPITAL
MANAGEMENT LLC; LAGOON
INVESTMENTS, INC.; ROAR OF THE
LION FITNESS, LLC; 444 GULF OF
MEXICO DRIVE, LLC; 4064 FOUNDERS
CLUB DRIVE, LLC; 6922 LACANTERA
CIRCLE, LLC; 13318 LOST KEY PLACE,
LLC; and 4 OAKS LLC,

Relief Defendants.

**THE RECEIVER'S VERIFIED MOTION
TO APPROVE THE PRIVATE SALE OF REAL PROPERTY – SPECIFICALLY,
6922 LACANTERA CIRCLE IN LAKEWOOD RANCH, FLORIDA**

Burton W. Wiand, as receiver over the assets of the above-captioned defendants and relief defendants (the "Receiver" and the "Receivership" or "Receivership Estate") moves

the Court to approve the sale of 6922 Lacantera Circle in Lakewood Ranch, Florida (the “**Property**”) to John Browder and Kathy Chang Browder (the “**Purchasers**”) for \$2,050,000. A copy of the Purchase and Sale Agreement is attached as **Exhibit 1** (the “**PSA**”). As explained below, the Receiver believes the proposed sale is commercially reasonable and will result in a fair and equitable recovery for the Receivership Estate.

BACKGROUND

At the request of the Commodity Futures Trading Commission (“**CFTC**”), the Court appointed the Receiver on April 15, 2019 and directed him, in relevant part, to “[t]ake exclusive custody, control, and possession of the Receivership Estate,” which includes “all the funds, properties, premises, accounts, income, now or hereafter due or owing to the Receivership Defendants, and other assets directly or indirectly owned, beneficially or otherwise, by the Receivership Defendants.” Doc. 7 at p. 14, ¶ 32 & p. 15, ¶ 30.b.

The Court also directed the Receiver to develop a plan for the liquidation of Receivership assets (Doc. 44 ¶¶ 51, 52), which the Receiver filed on June 7, 2019 (Doc. 103) (the “**Liquidation Plan**”). That same day, the Receiver moved the Court to approve (1) the Liquidation Plan, (2) a Memorandum of Understanding (the “**MOU**”) between the Receiver and the United States Marshals Service (“**USMS**”), and (3) a Consent Forfeiture Agreement (the “**Consent**”) between the Receiver and the Department of Justice (“**DOJ**”). Doc. 105. The Court granted the Receiver’s motion and approved the attached documents on June 13, 2019. Doc. 112. On July 11, 2019, the Court entered a Consolidated Receivership Order (Doc. 177) (the “**Consolidated Order**”), which combined and superseded two prior orders (Docs. 7 & 44) and is now the operative document governing the Receiver’s activities.

The Procedures Applicable to Sales of Real Property

The Consolidated Order requires the Receiver to obtain Court approval of sales of real (as opposed to personal) property:

Upon further Order of this Court, pursuant to such procedures as many be required by this Court and additional authority such as 28 U.S.C. §§ 2001 and 2004, the Receiver will be authorized to sell, and transfer clear title to, all real property in the Receivership Estates. The parties agree the Receiver can move the Court to waive strict compliance with 28 U.S.C. §§ 2001 and 2004.

Doc. 177 ¶ 40. The procedures applicable to private sales of receivership real estate are set forth in 28 U.S.C. § 2001(b) (“**Section 2001(b)**”):

After a hearing, of which notice to all interested parties shall be given by publication or otherwise as the court directs, the court may order the sale of such realty or interest or any part thereof at private sale for cash or other consideration and upon such terms and conditions as the court approves, if it finds that the best interests of the estate will be conserved thereby. Before confirmation of any private sale, the court shall appoint three disinterested persons to appraise such property or different groups of three appraisers each to appraise properties of different classes or situated in different localities. No private sale shall be confirmed at a price less than two-thirds of the appraised value. Before confirmation of any private sale, the terms thereof shall be published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation. The private sale shall not be confirmed if a bona fide offer is made, under conditions prescribed by the court, which guarantees at least a 10 per centum increase over the price offered in the private sale.

28 U.S.C. § 2001(b).¹ As noted above and in the Consolidated Order, the Receiver can move the Court to waive strict compliance with these procedures, but as explained below, the Receiver has substantially and materially complied with the statute.

¹ Section 2001(b) governs here because this is a private sale of real property and because 28 U.S.C. §§ 2001(a) and 2004 deal with public auctions and personal property, respectively.

The Civil Forfeiture of the Property

On April 17, 2019, the DOJ, through the United States Attorney's Office for the Middle District of Florida, filed a civil forfeiture action against the Property and several others. *See United States of America v. 13318 Lost Key Place, Lakewood Ranch, Florida et al.*, Case No. 8:19-cv-00908 (M.D. Fla.) (Doc. 1 ¶ 1) (the "**Forfeiture Action**" or "**FA**"). To avoid unnecessary litigation between the Receiver and the government or other interested parties, the Receiver consented to the forfeiture of the Property (among others), which Consent this Court approved. *See Docs. 105, 112.*

On September 4, 2019, the DOJ filed a motion for judgment of forfeiture regarding, in relevant part, the Property (FA Doc. 66), and the court in the Forfeiture Action granted the DOJ's motion on September 5, 2019 (FA Doc. 67) (the "**Forfeiture Order**"). The court recognized claims against the Property, in relevant part, by (1) the Manatee County Tax Collector; (2) Country Club/Edgewater Village Association, Inc.; and (3) Nathan and Heather Perry, who hold a \$1,500,000 interest-only mortgage on the Property. FA Doc. 67 at 2, 4. The court then condemned and forfeited all right, title, and interest in the Property to the United States "for disposition according to law." *Id.* at 3. The court held that "[c]lear title to the [Property] is now vested in the United States of America, subject to the terms of the Consent Forfeiture Agreement between the United States and the Receiver" and the claims described above "(to the extent that there are sufficient proceeds after the payment of expenses related to seizure, maintenance, custody, and disposal of the ... Property)." *Id.* at 4.

The Receiver’s Role under the MOU in Cooperation with the USMS

The USMS and the Receiver executed an MOU, which establishes procedures for the liquidation of the Property (and others at issue in the Forfeiture Action). Doc. 105, Ex. B. According to the MOU, “[t]he Receiver has sole discretion to decide the logistics of the sale of the Forfeited Receivership Assets, on the terms and in the manner the Receiver deems most beneficial to the Receivership Estate and with due regard to the realization of the true and proper value of such property.” *Id.* § VI.C. The MOU also recognizes that “[a]ll sales of Receivership Assets, including Forfeited Receivership Assets, must comply with the provisions set forth in the Receivership Orders [now, the Consolidated Order].” *Id.* § III. Finally, the MOU authorizes the Receiver to deduct certain “**Asset Expenses**” from the proceeds of the sale, which are defined as “direct expenses necessary to safeguard, maintain, advertise, and sell” the assets, including “closing costs, publication costs, and broker fees or commissions.” *Id.* § IV.D.

At closing, the Receiver and the United States will transfer the Property to the Purchasers, as set forth in the PSA.² After the Receiver sells the Property (or any other forfeited property), the Receiver will deduct any Asset Expenses and transfer the net proceeds to the USMS for deposit in the Department of Justice Asset Forfeiture Fund. *Id.* § IV.E. The Receiver will file petitions for remission with the DOJ, and the sale proceeds will be returned for distribution to defrauded investors through a to-be-established claims

² The United States, by its consent to this motion, and the USMS, by its consent to the PSA, authorize the Receiver to transfer the interest of the United States in the Property to the Purchasers pursuant to a Receiver’s Deed.

process supervised by this Court. As noted above, the Court has already approved the MOU and its contents. *See* Docs. 105, 112.

The Property, the Receiver's Marketing Efforts, and the Proposed Sale

The Property was owned by relief defendant 6922 Lacantera Circle, LLC, and until the Receiver's appointment, defendant Michael DaCorta was the principal of that entity. The Property contains approximately 7,629 square feet, including five bedrooms, six-and-a-half bathrooms, a wine cellar, a game room, theater room, and a pool. Lacantera appears to have been purchased on September 21, 2018 for approximately \$2,125,000. As previously mentioned, Nathan and Heather Perry hold a \$1,500,000 interest-only mortgage on the property. Under pertinent documents and forfeiture law, they are entitled to unpaid interest of \$16,027.44 as of June 17, 2019, with a per diem rate of \$205.48 until the date of payment. They are also entitled to \$2,500 of attorneys' fees. The 2019 tax assessed value of the Property is between \$1,288,321 (school assessed value) and \$1,897,380 (just/market value).

The Receiver's marketing efforts included listing the Property for sale on his website³ and retaining Coldwell Banker to advertise the Property through various means. The list price was \$2,200,000. The marketing efforts generated interest from several potential purchasers, which ultimately resulted in the PSA. While the purchase price is slightly lower than the list price, it is nevertheless at least \$152,520 more than the highest tax assessed value. It represents a semi-net recovery of approximately \$495,000 for the Receivership

³ www.oasisreceivership.com/assets-for-sale/6922-lacantera-circle/

Estate (estimating the amount due the mortgage-holders at approximately \$1,555,000 but not accounting for other closing costs, taxes, assessments, *etc.*).

To further ensure the fairness of the purchase price, the Receiver has obtained three valuations of the Property. First, Sotheby's International Realty estimates a reasonable sale price of \$2,025,000. A copy of that opinion is attached as **Exhibit 2**. Second, SaraSellsSarasota.com, PLLC estimates a sale price of \$1,950,000. A copy of that opinion is attached as **Exhibit 3**. Third, Keller Williams Realty, Inc. estimates a sale price between \$2,000,000 and \$2,050,000. A copy of that opinion is attached as **Exhibit 4**. As demonstrated by these exhibits, the purchase price is fair and reasonable.

Section 2001(b) Publication

To satisfy the publication requirement of Section 2001(b), the Receiver will publish the terms of the sale for one day in the Sarasota Herald Tribune, which is regularly issued and of general circulation in the district where the Property is located. A copy of the notice is attached as **Exhibit 5**.⁴ The Receiver will also publish this motion and the notice on his website – www.oasisreceivership.com. No less than 10 days after publication of the notice, the Receiver will inform the Court whether any potential purchaser submitted a “bona fide offer,” as contemplated by Section 2001(b). Given these circumstances and the existence of ready-and-willing Purchasers, the Receiver believes that approval of the proposed sale pursuant to the Liquidation Plan and Section 2001(b) will obtain the largest possible recovery for the Receivership Estate.

⁴ Publication is currently scheduled for January 24, 2020, which was the earliest available date, according to the paper.

ARGUMENT

The Court's power to supervise an equity receivership and to determine the appropriate actions to be taken in the administration of the receivership is extremely broad. *S.E.C. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court's wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566; *S.E.C. v. Safety Finance Service, Inc.*, 674 F.2d 368, 372 (5th Cir. 1982). A court imposing a receivership assumes custody and control of all assets and property of the receivership, and it has broad equitable authority to issue all orders necessary for the proper administration of the receivership estate. *See S.E.C. v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002); *S.E.C. v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980). The court may enter such orders as may be appropriate and necessary for a receiver to fulfill his duty to preserve and maintain the property and funds within the receivership estate. *See, e.g., Official Comm. Of Unsecured Creditors of Worldcom, Inc. v. S.E.C.*, 467 F.3d 73, 81 (2d Cir. 2006). Any action taken by a district court in the exercise of its discretion is subject to great deference by appellate courts. *See United States v. Branch Coal*, 390 F.2d 7, 10 (3d Cir. 1969). Such discretion is especially important considering that one of the ultimate purposes of a receiver's appointment is to provide a method of gathering, preserving, and ultimately liquidating assets to return funds to creditors. *See S.E.C. v. Safety Fin. Serv., Inc.*, 674 F.2d 368, 372 (5th Cir. 1982) (court overseeing equity receivership enjoys "wide discretionary power" related to its "concern for orderly administration") (citations omitted).

Given these principles, the Court should approve the proposed sale for at least six reasons. First, the Receiver is complying with Section 2001(b). Specifically, he obtained

three valuations of the Property, and the purchase price is equal to or greater than the estimates disclosed in those valuations. *See* Exs. 2-4. Section 2001(b) provides that “[n]o private sale shall be confirmed at a price less than two-thirds of the appraised value” – here, \$1,338,888.88 based on an average of the three highest valuations. The \$2,050,000 purchase price is well above that amount. The Receiver will publish notice of the proposed sale and its terms in the Sarasota Herald Tribune. After the expiration of the 10-day statutory window, the Receiver will advise the Court whether any individual or entity submitted a “bona fide offer” – *i.e.*, an offer 10% higher than the current purchase price. If no one files an objection to this motion or submits a “bona fide offer,” to conserve resources, the Receiver asks that the Court grant the motion without a hearing. *See* Doc. 177 ¶ 40 (“The parties agree the Receiver can move the Court to waive strict compliance with 28 U.S.C. §§ 2001 and 2004.”).

Second, as noted above, the purchase price represents a semi-net recovery of \$495,000 for the ultimate benefit of the Receivership Estate.

Third, the United States and the USMS are the only parties with an interest in the Property under the Forfeiture Order (aside from the forfeiture claimants who will be paid at closing), and both the United States and the USMS consent to the transaction, as evidenced below and in the PSA. The Receiver is not aware of any other encumbrances. Under such circumstances, the Consolidated Order authorizes the Receiver (in conjunction with the United States) to transfer clear title to the Purchasers. *See* Doc. 177 ¶ 40.

Fourth, the existence of ready-and-willing Purchasers will ensure an efficient and cost-effective recovery for the Receivership Estate.

Fifth, sale of the Property will eliminate the Receiver's need to pay for additional, expensive upkeep and carrying costs on a multimillion-dollar waterfront building, including insurance, utilities, security, repairs, and interest costs of \$205.48 per day. The Receiver has spent approximately \$100,000 repairing, maintaining, and safeguarding the Property.⁵ The Receiver will recover those costs as Asset Expenses under the MOU.

Sixth, this is an arms'-length transaction. The Receiver is not aware of any connection between the Purchasers and the Receiver or any other connection between the Purchasers and the defendants or relief defendants.

CONCLUSION

For the reasons discussed above, the transaction is commercially reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate. As such, the Receiver requests an order, in substantially the form attached as **Exhibit 6**: (1) approving the transaction and the PSA and (2) ordering that the Receiver may transfer title to the Property by Receiver's Deed to the Purchasers, free and clear of all claims, liens, and encumbrances, including without limitation the interests of the Receiver and the United States.

⁵ When the Receiver took possession of the Property, it was under construction. Among other things, the kitchen and certain bathrooms were not functional. In consultation with a realtor, the Receiver determined to complete the construction to achieve a higher sale price, which cost approximately \$50,000. Another \$25,000 of this amount is attributable to property taxes.

LOCAL RULE 3.01(G) CERTIFICATION

Counsel for the Receiver has conferred with counsel for the CFTC and is authorized to represent to the Court that the CFTC has no objection to the requested relief. The United States also has no objection to the requested relief and consents to the sale of the Property and transfer of title to the Purchasers, as reflected below and in the PSA. Relief defendant Mainstream as well as defendants Montie, Haas, and Anile do not oppose the motion. The other entities (except Satellite Holdings, which is associated with defendant Haas) have defaulted.

Counsel for defendant Duran has withdrawn. As such, the Receiver attempted to confer with Duran by email on January 17, 2020 and January 20, 2020. The Receiver also left a voicemail for Duran at the number provided by his former attorney on January 21, 2020, but Duran has not responded to any of these communications. The Receiver will update this certification if Duran conveys his position, but for the reasons discussed above, the Receiver cannot further delay the filing of this motion.

Defendant DaCorta objects to the relief requested in the motion. He claims that the sale price is too low, given the “perfect” condition and features of the Property. *But see supra* fn. 5 & Doc. 195 at 15-18. According to DaCorta, this is because “[r]eal estate agents are generally lazy and use their computers to determine a price without actually seeing and valuing all the additional features unique to a home.” As explained throughout this motion and in the attached exhibits, DaCorta’s objection is without merit. More importantly, DaCorta has no interest in the Property, which has been forfeited to the United States.

As such, the Court should grant this motion over DaCorta's objection, but the Receiver asks the Court to wait until he has complied with the publication requirements in Section 2001(b), as explained above, and filed the requisite notices.

VERIFICATION OF THE RECEIVER

I, Burton W. Wiand, Court-Appointed Receiver in the above-styled matter, hereby certify that the information contained in this motion is true and correct to the best of my knowledge and belief.

s/ Burton W. Wiand
Burton W. Wiand, Court-Appointed Receiver

CONSENT OF THE UNITED STATES

By the signature of its representative to this motion, the United States consents to the Receiver's transfer of the United States' interest in and title to the Property by Receiver's Deed to the Purchasers, as set forth in the PSA and proposed order.

s/ Suzanne C. Nebesky
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Counsel for United States of America

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on January 21, 2019, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system. I also served the foregoing by mail and email on the following non-CM/ECF participants:

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Respectfully submitted,

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Attorneys for the Receiver, Burton W. Wiand

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter "**Agreement**"), is entered into this 7th day of January 2020, by and between **John Browder and Kathy Chang Browder**, (hereinafter, the "**Buyer**") and **Burton W. Wiand, Receiver** (hereinafter, the "**Receiver**" or "**Seller**", and collectively with Buyer, the "**Parties**") appointed in the matter of *Commodity Futures Trading Commission v. Oasis International Group, et al.*; United States District Court, Middle District of Florida, Tampa Division, Case No. 8:19-CV-00886 (hereinafter, the "**Action**").

BACKGROUND

WHEREAS, the Receiver was appointed pursuant to an Order Granting Plaintiff's Motion for an Ex Parte Statutory Restraining Order, Appointing of Temporary Receiver, and Other Equitable Relief entered April 15, 2019, an Order Appointing Receiver and Staying Litigation entered April 30, 2019 and a Consolidated Receivership Order entered July 11, 2019 in connection with the proceedings in the Action (the "**Receivership Orders**"); The Receiver's powers, authorities, rights and privileges, which are outlined in the Receivership Orders, include him taking custody, control and possession of all Receivership Property, including the real property located at 6922 Lacantera Circle, Lakewood Ranch, FL 34202-5101 and he is authorized sell Receivership Property with approval of the United States District Court for the Middle District of Florida; and

WHEREAS, 6922 Lacantera Circle, Lakewood Ranch, FL 34202-5101 (hereinafter referred to as the "**Property**") has been forfeited to the United States in connection with *United States of America v. 13318 Lost Key Place, Lakewood Ranch, Florida, et al.*; United States District Court, Middle District of Florida, Tampa Division, Case No. 8:19-CV-908-T-02AEP ("**Forfeiture Action**") and the Receiver has been appointed as the agent for sale of the Property pursuant to a Memorandum of Understanding with the United States Marshals Service, the same being approved by the United States District Court in the Receivership Action and the Receiver has full authority to sell the Property and the United States Marshals Service on behalf of the United States consents to this sale contract; and

WHEREAS, 6922 Lacantera Circle, LLC is a legal entity under the control of the Receiver pursuant to the Receivership Order and it was the owner prior to the Receivership and the Forfeiture Action of the Property located at 6922 Lacantera Circle, Lakewood Ranch, FL 34202-5101, better known as Manatee County Property Appraiser's Parcel Number: 587304259; and

WHEREAS, pursuant to the Receivership Orders, the Seller has been granted full power and authority to market and enter into an agreement to sell the Property;

WHEREAS, subject to approval by the Court, compliance with the publication requirements of 28 U.S.C. § 2001(b), and the non-receipt of a Bona Fide Offer (defined below), Seller desires to sell and Buyer desires to purchase the Property pursuant to the terms and conditions set forth herein, and,

WHEREAS, the Buyer desires to purchase the Property and Seller desires to sell the Property, all on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **Property:** The Seller agrees to sell and convey, and Buyer agrees to purchase and pay for, all pursuant to the terms and conditions hereinafter set forth, the Property consisting of all of Seller's right, title, and interest in and to the Property, more particularly described on Exhibit "A" attached hereto. The Property shall include all appurtenant rights, privileges, and easements, all buildings and improvements, free from all encumbrances whatsoever, except restrictions and easements of record, zoning ordinances, and taxes and assessments, both general and special, not currently due and payable. **PROPERTY SOLD "AS IS"**.

2. **Purchase Price & Contingencies:** The Purchase Price shall be Two-Million and Fifty-Thousand Dollars (\$2,050,000.00).

This Agreement is contingent upon (1) compliance with the publication procedures required by 28 U.S.C. § 2001(b), and (2) the non-receipt by Seller of a bona fide offer, under conditions prescribed by the Court, as described in 28 U.S.C. § 2001(b) (a "Bona Fide Offer"). Buyer understands and acknowledges that 28 U.S.C. § 2001(b) prohibits the Court's approval and confirmation of the transaction contemplated by this Agreement if Seller receives a Bona Fide Offer. As such, upon receipt of a Bona Fide Offer, Seller shall have the exclusive right to terminate this Agreement, and Buyer's sole and exclusive remedy for such termination is limited to the return of its Earnest Money Deposit, as defined and set forth below. If the Seller does not receive a Bona Fide Offer after compliance with the publication procedures required by 28 U.S.C. § 2001(b), this Agreement is further contingent upon Seller obtaining an Order in substantially the form as Exhibit "B" attached hereto (the "Order") approving: (1) the sale of the Property described in Exhibit "A" to Buyer free and clear of all liens, claims, encumbrances, and restrictions as provided for in the order of the United States District Court approving this transaction and (2) Buyer's quiet enjoyment of all assets assigned to and assumed by Buyer (collectively, the "**Contingencies**").

In the event that Seller receives a Bona Fide Offer or the Court does not approve of the sale of the Property, i.e., if the Contingencies are not satisfied on or before the Closing Date, Buyer acknowledges and agrees that its sole and exclusive remedy is to seek return of the Earnest Money Deposit, as defined below, from Seller. This Agreement, when duly executed by the Parties, constitutes the express waiver in writing of any other remedy, whether legal or equitable, that may be available to the Buyer.

3. **Escrow Agent and Earnest Money Deposits:** Najmy Thompson, P.L 3400 S. Tamiami Trail, Suite 201, Sarasota, FL 34239 shall serve as the Escrow Agent. Within three (3) business days after full execution of this Agreement by the Parties the Buyer shall deposit the sum of One-Hundred Thousand Dollars (\$100,000.00) in readily available funds as an earnest money deposit ("**Earnest Money Deposit**") into the IOTA trust account of Najmy Thompson, P.L

Subsequent to the satisfaction of the contingencies outlined in this Agreement, the Earnest Money Deposit shall only be refundable if the United States District Court refuses to approve the motion for sale or if the United States District Court approves the sale of the Property to a competing bidder.

The Earnest Money Deposit shall be credited at Closing towards the Purchase Price to be paid to Seller by Buyer for the Property under the terms of this Agreement. The terms of this Agreement shall serve as the escrow instructions for this transaction.

4. Conditions of Escrow: Seller shall, on or before the date of Closing, make reasonable efforts to obtain approval from The United States District Court, Middle District of Florida to sell the Property pursuant to the terms of this Agreement. After the satisfaction of the contingencies in this Agreement if the Buyer withdraws from this Agreement prior to the approval of the sale, or if the Court approves the sale of the Property pursuant to the terms of this Agreement and the Buyer fails to perform under this Agreement except as to any rights the Buyer may have under paragraphs 8, 9 or 10, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyer's failure to perform. In the event that the Court fails to approve this Agreement or the Buyer terminates the Agreement solely as provided for in paragraphs 8, 9 or 10, this Agreement shall be null and void and of no further force and effect and neither Seller nor the Buyer shall have any further obligations hereunder to the other and the Earnest Money Deposit shall be delivered immediately to Buyer. Should Seller fail to perform any obligation under this Agreement for any other reason, the Buyer's sole remedy shall be to seek return of all funds deposited in connection with this Agreement.

5. No Financing Contingency: Buyer agrees that there shall be no financing contingency associated with this Agreement. Buyer agrees that this is an **ALL CASH** purchase and there shall be no financing contingency. Buyer shall supply Seller with proof of purchasing funds within three (3) business days after full execution of this Agreement by the Parties.

6. Closing and Closing Agent: Unless extended by mutual agreement of the Parties, Closing shall take place within thirty (30) days after The United States District Court, Middle District of Florida's approval of the sale, with Buyer to provide written notice specifying the actual closing date at least three (3) business days before such closing date. All funds and documents required to be deposited hereunder shall be deposited into escrow prior to Closing. The term "Closing" as used herein shall mean the date all contingencies provided in this Agreement shall be satisfied or waived by written instrument and the date the Receiver's Deed in substantially the form as Exhibit "B" attached hereto has been recorded. Najmy Thompson, P.L shall serve as the Closing Agent.

7. Conveyance of Title: When the funds to be paid by Buyer together with all documents required to be deposited by Buyer pursuant to this Agreement have been deposited into escrow, then Seller shall deliver into escrow title to the Property. Seller will convey title via Receiver's Deed in substantially the form as Exhibit "B" attached hereto.

8. **Evidence of Title, Survey and Closing Costs:** Buyer, at Buyer's cost and expense, may obtain evidence of title, a title abstract, title insurance and/or a survey of the Property. At Closing, Buyer shall pay: (i) all title examination fees; (ii) survey costs or any costs to update surveys; (iii) to update recording costs on documents necessary for Seller to clear title (to the extent such action is required); (iv) any premiums for a title insurance policy; (v) all transfer taxes payable in connection with the delivery for recording of any title transfer instrument or document by Seller provided in or contemplated by this Agreement; (vi) all charges for escrow services; (vii) all survey and appraisal costs; (viii) mortgage taxes (if any); (ix) the cost of any environmental reports; (x) all fees of the Closing Agent; and (xi) Buyer's legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Buyer hereunder, including without limitation, the cost of performance by Buyer and the obligations hereunder.

At Closing, Seller shall pay: (i) Seller's legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Seller hereunder, including without limitation, the cost of performance by Seller of its obligations hereunder.

Except as otherwise expressly provided for in this Agreement, Buyer shall be responsible for any and all other costs and expenses, regardless of custom or practice in the county where the Property is located, in connection with the consummation of this Agreement.

9. **Condition of Premises and Inspection Period:** Buyer acknowledges and agrees to purchase the property on an "As Is" "Where Is" basis, with all faults and without representations, express or implied, of any type, kind, character or nature, including but not limited to the suitability of the Property for any use, and without warranties, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the Property for any use, and without recourse, express or implied, of any type, kind, character or nature.

With prior notice to and approval from Seller, Seller does hereby grant to Buyer and their authorized agents the right, at Buyer's sole risk, cost and expense, for a period of twenty (20) days from the date of this Agreement (the "**Inspection Period**") to enter the Property to inspect, examine, and survey the Property and otherwise do that which, in the opinion of Buyer, is reasonably necessary to determine the boundaries and acreage of the Property, the suitability of the Property for the uses intended by Buyer, and to determine the physical condition of the Property. Buyer agrees to indemnify and hold Seller harmless from and against any and all liabilities, claims, losses or damages arising directly or indirectly from negligence in conducting Buyer's inspection and examination of the Property (but not from any effect upon value or marketability of the Property), and this indemnity and hold harmless provision shall survive Closing or the termination of this Agreement. Buyer shall promptly deliver to Seller copies of the results of all of Buyer's inspections, appraisals and/or examinations. If, at the conclusion of the Inspection Period, Buyer should notify Seller in writing that Buyer, for whatever reason, desires not to proceed with this purchase, this Agreement shall be deemed null and void, escrow shall be canceled, and the full Earnest Money Deposit with no deductions shall be returned to Buyer without any interference or further instruction or authorization from Seller.

10. **Damage or Destruction:** In the event the Property, or any portion thereof, is damaged or destroyed by fire or other cause prior to the date of transfer of title, Buyer may declare this Agreement null and void or Buyer may complete the purchase and receive the proceeds from any insurance otherwise payable to or for the benefit of Seller with respect to such destruction, together with a credit against the purchase price for any “deductible” under such insurance. If Buyer declare this Agreement null and void due to damage or destruction as described in this Paragraph 10, the Earnest Money Deposit shall be delivered immediately to Buyer.

11. **Taxes, Assessments & Utilities:** Real Estate Taxes, assessments, if any, and any assessments, insurance premiums, charges, and other items attributable to the Property shall be prorated as of the date of Closing, based upon an actual three-hundred and sixty-five (365) day year, as is customary. Meters for all public utilities (including water) being used on the Property shall be ordered read on the day prior to closing and all charges to said date shall be paid by Seller.

12. **Real Estate Brokers:** Seller and Buyer represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction, except for Lisa Sullivan & Martha Thorn of Coldwell Banker Residential (“**Seller’s Agent**”) and Charles Suarez of Beachy Properties (“**Buyer’s Agent**”). At Closing, Seller agrees to a three percent (3%) commission to Lisa Sullivan & Martha Thorn of Coldwell Banker Residential pursuant to a separate written agreement by and between Seller and Seller’s Agent. Seller agrees to a two and one-half percent (2.5%) commission to Buyer’s Agent, Charles Suarez of Beachy Properties. In no event shall the total sales commission owed by the Seller exceed five and one-half percent (5.5%) of the Purchase Price.

13. **General Provisions:**

- (a) This Agreement shall be governed by the laws of Florida.
- (b) Buyer and Seller hereby (i) agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be exclusively litigated as a summary proceeding in *Commodity Futures Trading Commission v. Oasis International Group, et al.*; United States District Court, Middle District of Florida, Tampa Division, Case No. 8:19-CV-00886, to the exclusion of the courts of or in any other state or country, and (ii) irrevocably submit to the exclusive jurisdiction of the United States District Court, Middle District of Florida, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably waive any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.
- (c) Captions of the several items of this Agreement are not a part of the context hereof and shall not be used in construing this Agreement, being intended only as aids in locating the various provisions hereof.

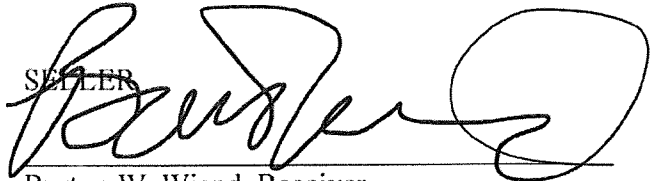
- (d) This Agreement shall inure to the benefit of, and be binding upon, the Buyer's successors and assigns, executors and administrators.
- (e) In the event that this Agreement shall terminate in accordance with the provisions hereof, and in the absence of breach, all funds and documents deposited shall be returned to the depositor thereof and neither party shall be under any further obligation to the other by reason of this Agreement.
- (f) This offer is open for acceptance by delivery of a fully executed original hereof, up to and including 5:00 p.m. EST on Tuesday, January 7, 2020, and shall thereafter be withdrawn without notice. This Agreement, and any notices required or permitted to be given pursuant to this Agreement, shall be in writing and sent by overnight courier, prepaid, or hand delivered, transmitted by facsimile or e-mail, delivered personally or served by certified or registered mail, return receipt requested. Any facsimile or electronic signature shall be deemed to be an original.
- (g) Notices may be delivered to Seller at the email address, bwiaand@wiandlaw.com or via Seller's Agent at the at the email address, lisa@marthathorn.com and to Buyer at the email address _____.
- (h) This Agreement contains the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained.
- (i) The United States Marshals Service consents to the sale of the Property pursuant to this agreement and the terms contained herein as indicated by the Consent attached hereto as Exhibit "C".

BUYER



John Browder

SELLER



Burton W. Wiand, Receiver



Kathy Chang Browder

SELLER'S BROKER'S ACKNOWLEDGEMENT

Lisa Sullivan & Martha Thorn of Coldwell Banker Residential (Seller's Agent) hereby acknowledge receipt of this Agreement and agree to be joined to this Agreement to the extent their compensation structure is discussed. The Seller's Agent hereby agrees to the compensation structure set forth in paragraph 12 above. Any dispute concerning the compensation shall be resolved pursuant to paragraph 13(b) herein.

Lisa Sullivan dotloop verified
01/07/20 10:48 AM
EST
EVPQ-JFAM-YFIH-S6SJ

Lisa Sullivan
Coldwell Banker Residential
Seller's Agent

Martha Thorn dotloop verified
01/07/20 12:28 PM EST
BRQ9-YIOA-SU28-PZMM

Martha Thorn
Coldwell Banker Residential
Seller's Agent

BUYER'S BROKER'S ACKNOWLEDGEMENT

Charles Suarez of Beachy Properties (Buyer's Agent) hereby acknowledge receipt of this Agreement and agree to be joined to this Agreement to the extent his compensation structure is discussed. The Buyer's Agent hereby agrees to the compensation structure set forth in paragraph 12 above. Any dispute concerning the compensation shall be resolved pursuant to paragraph 13(b) herein.

Charles Suarez dotloop verified
01/07/20 10:50 AM
EST
GGTG-WY15-I2NQ-TITI

Charles Suarez
Beachy Properties
Buyer's Agent

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION

LOT 5 LAKEWOOD RANCH COUNTRY CLUB VILLAGE SUBPHASE MM A/K/A
LACANTERA PI#5873.0425/9

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

RECEIVER'S DEED

Prepared by:
WIAND GUERRA KING P.A.
5505 West Gray Street
Tampa, FL 33609

RECEIVER'S DEED

THIS INDENTURE, made as of the 7th day of JANUARY 2020, by and between **Burton W. Wiand, Receiver** (hereinafter referred to as the "Grantor"), having a mailing address of 5505 West Gray Street, Tampa, Florida 33609, and JOHN + KATHY BROWDER, 3860 CASEY (hereinafter referred to as the "Grantee") having an address of Key Rd., Nokomis, Florida 34275.

WITNESSETH:

That Burton W. Wiand was appointed as Receiver for the Property, as hereinafter described, pursuant to that certain Order Appointing Receiver in *Commodity Futures Trading Commission v. Oasis International Group, et al.*; United States District Court, Middle District of Florida, Tampa Division, Case No. 8:19-CV-00886. The sale having been duly approved by Order of The United States District Court, Middle District of Florida, entered _____, 2020 (hereinafter referred to as the "Order" and attached hereto as Exhibit 1 and incorporated herein by this reference).

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all of Grantor's right, title and interest in and to all that certain tract or parcel of land lying and being in Manatee County, Florida, being more particularly described in Exhibit 2 attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

Via this deed, the Receiver is conveying not only all of the interest of the Receivership in the subject real property but also all of the ownership interest of the United States of America which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in US District Court for the Middle District of Florida – Tampa Division on or about September 5, 2019.

TO HAVE AND TO HOLD said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever, in as full and ample a manner as the same was held by Grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this Receiver's Deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness signature

Burton W. Wiand, Receiver

Printed name

Witness signature

Printed name

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Burton W. Wiand, Receiver.

Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known _____ (OR) Produced Identification _____
Type of identification produced _____

EXHIBIT 1 TO RECEIVER’S DEED

COURT ORDER

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA (TAMPA)**

COMMODITY FUTURES TRADING
COMMISSION,

Case No. 19-CV-886T33SPF

Plaintiff,

v.

OASIS INTERNATIONAL GROUP,
LIMITED; OASIS MANAGEMENT, LLC;
SATELLITE HOLDINGS COMPANY;
MICHAEL J DACORTA; JOSEPH S.
ANILE, II.; RAYMOND P MONTIE III;
FRANCISCO “FRANK” L. DURAN; and
JOHN J. HAAS,

Defendants;

and

MAINSTREAM FUND SERVICES, INC.;
BOWLING GREEN CAPITAL
MANAGEMENT LLC; LAGOON
INVESTMENTS, INC.; ROAR OF THE
LION FITNESS, LLC; 444 GULF OF
MEXICO DRIVE, LLC; 4064 FOUNDERS
CLUB DRIVE, LLC; 6922 LACANTERA
CIRCLE, LLC; 13318 LOST KEY PLACE,
LLC; and 4 OAKS LLC,

Relief Defendants.

_____ /

ORDER

Before the Court is the Receiver’s Unopposed Verified Motion for Approval of Private Sale of Real Property Located in Manatee County, Florida – Specifically, 6922 Lacantera Circle, Lakewood Ranch, FL 34202-5101 (the “Motion”) (Dkt. ____). The United States of America

having consented to the relief requested by the Receiver in the Motion, upon due consideration of the Receiver's powers as set forth in the Consolidated Order and its predecessors (Dkts. 7, 44 and 177), the consent of the United States of America, and applicable law, it is **ORDERED AND ADJUDGED** that the Motion is **GRANTED**.

The sale of the real property located at 6922 Lacantera Circle, Lakewood Ranch, FL 34202-5101, also known as Manatee County Property Appraiser's Parcel Number: 587304259, pursuant to the Purchase and Sale Agreement attached as Exhibit ____ to the Motion, is hereby **APPROVED**. The Court finds the sale commercially reasonable, fair and equitable, and in the best interests of the Receivership Estate.

The Receiver empowered via this order will be conveying not only all the interest of the Receivership in the subject real property but also all of the ownership interest of the United States of America which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in the US District Court for the Middle District of Florida – Tampa Division, on or about September 5, 2019.

The Receiver is hereby directed to transfer the real property located in Manatee County, Florida to Jordan & Kaitly Browder free and clear of all claims, liens, and encumbrances (including without limitation the interest of the Receiver and the interest of the United States of America, which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in the U.S. District Court for the Middle District of Florida – Tampa Division, on or about September 5, 2019), by way of a Receiver's Deed, pursuant to Purchase and Sale Agreement.

DONE and ORDERED in chambers in Tampa, Florida this ____ day of _____ 2020.

VIRGINIA M. HERNANDEZ COVINGTON
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record

EXHIBIT 2 TO RECEIVER'S DEED

LEGAL DESCRIPTION

LOT 5 LAKEWOOD RANCH COUNTRY CLUB VILLAGE SUBPHASE MM A/K/A
LACANTERA PI#5873.0425/9

EXHIBIT C TO PURCHASE AND SALE AGREEMENT

CONSENT OF THE UNITED STATES MARSHALS SERVICE

The United States of America through Wes Newbold of the United States Marshals Service hereby consents to the sale of the Property pursuant to the terms and conditions set forth in the Purchase and Sale Agreement to which this consent is attached.

Wesley C Newbold

Wes Newbold
Chief
Asset Management
Asset Forfeiture Division
US Marshals Service
703-740-3970 direct
202-738-3290 cell
wesley.newbold@usdoj.gov

EXHIBIT 2



8141 Lakewood Main Street, Suite 101
Lakewood Ranch, FL 34202
o 941.907.9541
premiersothebysrealty.com

January 11, 2020

Ms. Lisa Sullivan, Realtor
Coldwell Banker
The Thorn Collection
598 Indian Rocks Road
Belleair Bluffs, FL 33770

Dear Lisa:


Thank you for the opportunity to provide my opinion, as a Realtor, of the home at 6922 LaCantera Circle, in the Lakewood Ranch Country Club, Lakewood Ranch, FL 34202. Below is a short observation of the property, the development and the potential value in relation to others in the proximity.

- It is in the established golfing community of Lakewood Ranch Country Club. The Country Club is a prestigious gated community providing a refined lifestyle. It has a variety of neighborhoods with different style homes and price ranges. There is an opportunity to join the Country Club with 3 golf courses. Membership in the Country Club allows access to Country Club East with its golf course and the "Lodge", a more casual dining opportunity. The Country Club offers an elegant clubhouse with fine dining and wine tasting room. The Club offers many amenities and events and opportunities for its residents.
- Lakewood Ranch Country Club's location is ideal with proximity to Lakewood Ranch, downtown Sarasota with its many cultural offerings, fine restaurants, shopping and beaches.
- After reviewing other properties that have sold in the area within the last year, I have included several properties that I believe accurately reflect the value of the home.
- 7913 Watertown Lane, in the Lake Club was a model home for Peregrine builders in 2007. It is on a lake with 5796 square feet under roof, 4 bedrooms, 3 full baths and 3 half baths with a lot of 20,647 square feet. Its square foot price was \$336.44. It sold for \$1,900,000. The Lake Club does not offer golf. It has a 20,000 recently renovated Grande Club House.
- 14623 Como Circle is in the new section of Lake Club. It was built in 2019 offering 4,369 square feet of living space, 3 bedrooms, 4 ½ baths and a 21,469 square foot lot. Its square footage price was at \$450.29 and sold at \$1,917,000.

- 14819 Como Circle in the Lake Club was built in 2019, has 4,347 square feet on a lot with 23,780 square feet. There are 4 bedrooms, 4 ½ baths and sold at a square foot cost of \$453.17 and a price of \$1,969,925.
- The subject property is one of the fine homes in the Country Club, built by widely respected builder, Arthur Rutenberg. It is located on a beautiful lake. It was built in 2015, offering 5 bedrooms, 6 ½ baths in 7629 square feet of living space with a very large lot of 31,712 square feet. Extensive upgrades have been added to the home. The home has a presence with its stunning outdoor living area overlooking the lake. It's current price per square foot of \$288.37 per square feet is well below the newer homes that are being offered. Competing with new construction is difficult at times due to incentives, but the Como properties do not afford the same quality of construction, and lot size.
- The subject property sold in October of 2018 at a price of \$2,125,000. It was on the market for 256 days and its original asking price was \$2,499,000.
- I do want to reflect on two other homes that are currently on the market in the Country Club. 6923 Belmont Ct. is asking \$2,149,000. It was built in 2004 with 5,105 sq. ft and a lot size of 22,695 and a price per square foot at \$420.96. 12539 Highfield Circle in Country Club is currently on the market for \$2,345,000 with 5728 sq. feet and a lot size of 37,157 sq. ft. and a square foot cost of \$409.39. It was built in 2008. Both properties are quality construction in desirable homes with upgrades and updates through-out, but do not have the size of La Cantera and are older.
- Regarding the subject property and comparing with others, I feel that a sales price of \$2,025,000 would be reasonable, notwithstanding any repairs that need to be done to the property.

Thank you.

Sincerely,



Glo Reber,

Realtor

CRS, CIPS, SRES, E-Pro

Member of Institute for Luxury Marketing

Premier Sotheby's International Realty

Glo.Reber@premiersir.com

941.400.5384

EXHIBIT 3



RE: 6922 Lacantera Cir, Lakewood Ranch, FL 34202

Tuesday, January 14, 2020

Thank you for the opportunity to provide our opinion of value for the property referenced above.

Based on my review of the property, I would offer the following observations about the property and its potential value:

The property is located in LAKEWOOD RANCH; known for Award-Winning New Homes in now, 21 Actively-selling Villages, each with its own Style and Amenities. A-Rated Schools, Sports Campus, Farmers Market, Polo Grounds, 365 days of Activities, Parks and Trails.

The property is known for its amenities and golf. 3 Golf Courses: Cypress Links-designed by Arnold Palmer, Kings Dunes- designed by Arnold Palmer and Royal Lakes-designed by Rick Robbins. Lakewood Ranch Golf and Country Club offers two grand club houses, State of the art 24 Hour Access, 18,000 Square Foot Fitness Center, 20 Lighted Tennis Courts, Olympic Style Lap Pool, and PickleBall. The club offers various membership levels to satisfy your specific needs.

The property is a single family, lakefront, residence located in The Country Club Village of Lakewood Ranch. It is situated on an oversized lot-1/2 acre to 1 acre. The property has a 4 car-split garage. This home features interior and exterior upgrades. The highest and best use for this property is owner occupied that can be leased for a minimum of 1-2 years.

Reviewing the current market information, this property is unique as it is considered a luxury property. The following are sales of comparable properties located in Lakewood Ranch and reflect the current market for this type of property.

- 7112 Teal Creek Glen, Lakewood Ranch FL
34202 Sold \$1,500,000, 6,122 SqFt, Attached 3 Car Garage, Lot Size Acres-0.54

- 7115 Teal Creek Glen, Lakewood Ranch,
FL Sold \$1,875,00, 7,602 SqFt, Attached 4 Car Garage, Lot Size-.50 Acres.

- 7120 Teal Creek Glen, Lakewood Ranch,
FL Sold \$2,500,000, 7,364 Sqft, Attached 4 car garage, Lot Size- 0.54 Acres. (This property seemed to be in model condition.)

Based on the review of the recent sales in comparison to the subject property, its location and the work needed to the subject property, I would suggest a sale price of \$1,950,000.

Please do not hesitate to call me with any questions or if you need any further information.

EXHIBIT 4



Vitino "Vito" Goffredo <vgoffredo@kw.com>

BPO 6922 Lacantera Cir, Lakewood Ranch, FL 34202

1 message

Vitino "Vito" Goffredo <vgoffredo@kw.com>
To: Vitino Goffredo <vgoffredo@kw.com>

Tue, Jan 14, 2020 at 5:39 PM

RE: 6922 Lacantera Cir, Lakewood Ranch, FL 34202

Thank you for the opportunity to provide our opinion of value for the property referenced above. Based on my review of the property, I would offer the following observations about the property and its potential value:

The property is located in LAKEWOOD RANCH; known for Award-Winning New Homes in now, 21 Actively-selling Villages, each with its own Style and Amenities. A-Rated Schools, Sports Campus, Farmers Market, Polo Grounds, 365 days of Activities, Parks and Trails.

The property is known for its amenities and golf. 3 Golf Courses: Cypress Links-designed by Arnold Palmer, Kings Dunes- designed by Arnold Palmer and Royal Lakes-designed by Rick Robbins. Lakewood Ranch Golf and Country Club offers two grand club houses, State of the art 24 Hour Access, 18,000 Square Foot Fitness Center, 20 Lighted Tennis Courts, Olympic Style Lap Pool, and PickleBall. The club offers various membership levels to satisfy your specific needs.

The property is a single family, lakefront, residence located in The Country Club Village of Lakewood Ranch. It is situated on an oversized lot-1/2 acre to 1 acre. The property has a 4 car-split garage. This home features interior and exterior upgrades. The highest and best use for this property is owner occupied that can be leased for a minimum of 1-2 years.

Reviewing the current market information, this property is unique as it is considered a luxury property. The following are sales of comparable properties located in Lakewood Ranch and reflect the current market for this type of property.

- 6931 Winners Circle, Lakewood Ranch FL 34202 Sold \$1,370,000, 6,210 SqFt, Attached 3 Car Garage, Lot Size Acres-0.46.
- 7112 Teal Creek Glen, Lakewood Ranch, FL Sold \$1,500,000, 6,122 SqFt, Attached 3 Car Garage, Lot Size Acres-0.54.
- 7115 Teal Creek Glen, Lakewood Ranch, FL Sold \$1,875,00, 7,602 SqFt, Attached 4 Car Garage, Lot Size-.50 Acres.

Based on the review of the recent sales in comparison to the subject property, its location and the work needed to the subject property, I would suggest a sale price range of \$2,000,000 to \$2,050,000.

Please do not hesitate to call me with any questions or if you need any further information.

Regards,
Vito Goffredo



Vito Goffredo PLLC
GRI, PSA
941.716.6901

KW Realty Select
8210 Lakewood Ranch Blvd
Lakewood Ranch, Florida 34202

EXHIBIT 5

NOTICE OF SALE

6922 Lakantera Circle
Lakewood Ranch, FL 34202-5101

LEGAL NOTICE: Pursuant to 28 U.S.C. § 2001, Burton W. Wiand, as the Court-appointed Receiver in COMMODITY FUTURES TRADING COMMISSION v. OASIS INTERNATIONAL GROUP, LTD., ET AL., CASE NO: 8-19-CV-886-T-33SPF (M.D. Fla.), will conduct a private sale of the property located at 6922 Lakantera Circle, Lakewood Ranch, FL 34202 to John Browder and Kathy Chang Browder for \$2,050,000. The sale is subject to approval by the United States District Court. Pursuant to 28 U.S.C. § 2001, bona fide offers that exceed the sale price by 10% must be submitted to the Receiver within 10 days of the publication of this notice. All inquiries regarding the property or the sale should be made to the Receiver at (813) 347-5100.

EXHIBIT 6

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

Case No. 19-CV-886-T-33SPF

v.

OASIS INTERNATIONAL GROUP,
LIMITED; OASIS MANAGEMENT,
LLC; SATELLITE HOLDINGS
COMPANY; MICHAEL J DACORTA;
JOSEPH S. ANILE, II.; RAYMOND P
MONTIE III; FRANCISCO “FRANK”
L. DURAN; and JOHN J. HAAS,

Defendants;

and

MAINSTREAM FUND SERVICES,
INC.; BOWLING GREEN CAPITAL
MANAGEMENT LLC; LAGOON
INVESTMENTS, INC.; ROAR OF
THE LION FITNESS, LLC; 444 GULF
OF MEXICO DRIVE, LLC; 4064
FOUNDERS CLUB DRIVE, LLC;
6922 LACANTERA CIRCLE, LLC;
13318 LOST KEY PLACE, LLC;
and 4 OAKS LLC,

Relief Defendants.

ORDER

Before the Court is the Receiver’s Verified Motion to Approve the Private Sale of Real Property – Specifically, 6922 Lacantera Circle, Lakewood Ranch, FL 34202-5101 (the “Motion”) (Dkt. ___). The United States of America having consented to the relief

requested by the Receiver in the Motion, upon due consideration of the Receiver's powers as set forth in the Consolidated Order and its predecessors (Dkts. 7, 44, and 177), the consent of the United States of America, and applicable law, it is ORDERED AND ADJUDGED that the Motion is GRANTED.

The sale of the real property located at 6922 Lakantera Circle, Lakewood Ranch, Florida 34202-5101, also known as Manatee County Property Appraiser's Parcel Number: 0587304259, pursuant to the Purchase and Sale Agreement attached as Exhibit 1 to the Motion, is hereby APPROVED. The Court finds the sale commercially reasonable, fair and equitable, and in the best interests of the Receivership Estate.

The Receiver empowered via this order will be conveying not only all the interest of the Receivership in the subject real property but also all of the ownership interest of the United States of America which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in the US District Court for the Middle District of Florida – Tampa Division, on or about September 5, 2019.

The Receiver is hereby directed to transfer title to the real property located in Sarasota County, Florida, to John and Kathy Browder, free and clear of all claims, liens, and encumbrances (including without limitation the interest of the Receiver and the interest of the United States of America, which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in the U.S. District Court for the Middle District of Florida – Tampa Division, on or about September 5, 2019) by way of a Receiver's Deed, pursuant to the Purchase and Sale Agreement.

DONE and ORDERED in chambers in Tampa, Florida this ___ day of _____

2020.

VIRGINIA M. HERNANDEZ-COVINGTON
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record