

**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,
13318 LOST KEY PLACE, LAKEWOOD RANCH, FLORIDA 34202**

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 13318 Lost Key Place, Lakewood Ranch, Florida 34202 (the “**Property**”) to Steven Ray Green and Renee Vanwinkle Green (the “**Purchasers**”) for \$1,100,000. 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 June 26, 2019, the DOJ filed a motion for judgment of forfeiture regarding, in relevant part, the Property (FA Doc. 53), and the court in the Forfeiture Action granted the DOJ’s motion on July 16, 2019 (FA Doc. 60) (the “**Forfeiture Order**”). The court recognized claims against the Property, in relevant part, by (1) the Manatee County Tax Collector and (2) the pertinent homeowners association. FA Doc. 60 at 3-4. FA Doc. 60 at 3-4. 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 4. The court held that “[c]lear title to the [Property] is now vested in the United States,” subject to the claims described above. *Id.*

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 Purchaser, 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. Once all properties have been sold, the Receiver will file a petition for remission with the DOJ, and the sale proceeds will be returned for distribution to defrauded investors through the ongoing claims process established by the 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

Defendant DaCorta was the authorized representative of 13318 Lost Key Place, LLC – the limited liability company that owned the Property until its forfeiture. The Property was purchased with scheme proceeds – *i.e.*, money contributed to the scheme by victim investors.

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.

The Property has five bedrooms and five and one-half bathrooms.³ It was purchased for approximately \$1,000,000 in 2016. There is currently no mortgage on the property.

The Receiver's marketing efforts included listing the Property for sale on his website⁴ and retaining Coldwell Banker to advertise the Property through various means. The list price was \$1,235,000. The sale price represents a gross recovery of \$1,100,000 for the ultimate benefit of the Receivership Estate and a profit of \$100,000 over the purchase price.

To further ensure the fairness of the sale price, the Receiver has obtained an appraisal or a broker's price opinion from each of three disinterested sources, which are attached as **Exhibits 2-4** (the "BPOs"). According to the BPOs, a reasonable sale price for the Property would be between \$1,000,000 and \$1,100,000. As demonstrated by these exhibits, the \$1,100,000 sale price is within this range and is thus 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**. 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

³ www.coldwellbankerhomes.com/fl/lakewood-ranch/13318-lost-key-pl/pid_34215613/

⁴ www.oasisreceivership.com/assets-for-sale/13318-lost-key-place/

Liquidation Plan and Section 2001(b) is commercially reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate.

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 BPOs, and the purchase price is within 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, \$711,111 based on an average of the three highest valuations. The \$1,100,000 purchase price is well above that amount. Shortly after filing this motion, 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 objects 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 sale price represents a gross recovery of \$1,100,000 for the ultimate benefit of the Receivership Estate and a profit of \$100,000 over the purchase price.

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, and in the Receiver's opinion, the sale price is at or near the maximum price that can be anticipated for the sale of this residential home.

Fifth, sale of the Property will eliminate the Receiver's need to pay for additional upkeep and carrying costs on the Property, including insurance, utilities, and repairs. To date, the Receiver has spent approximately \$35,000 maintaining and safeguarding the Property. The Receiver will recover those costs as Asset Expenses under the MOU.

Sixth, this is an arms'-length transaction with independent, third-party Purchasers.

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.

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, including the title of the United States, to the Purchasers, as reflected below and in the PSA.

Defendants Duran, Montie, Haas, and Anile as well as Relief Defendant Mainstream have no objection to the relief requested in this motion. Defendant DaCorta was emailed a copy of the motion on July 31, 2020 with a follow-up email on August 3, 2020, but he has not yet responded. This certification will be updated if he does so.

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

Suzanne C. Nebesky

suzanne.nebesky@usdoj.gov

Assistant United States Attorney

Fla. Bar No. 59377

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Tampa, FL 33602

(813) 274-6000

Counsel for United States of America

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on August 3rd, 2020, 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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Attorneys for the Receiver, Burton W. Wiand

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter “**Agreement**”), is entered into this 2nd day of July, 2020, by and between **Steven Ray Green and Renee Vanwinkle Green** (hereinafter, the “**Buyer**”) and **Burton W. Wiand, Receiver for 13318 Lost Key Place, LLC** (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 13318 Lost Key Place, Lakewood Ranch, Florida 34202 and he is authorized sell Receivership Property with approval of the United States District Court for the Middle District of Florida; and

WHEREAS, 13318 Lost Key Place, Lakewood Ranch, Florida 34202 (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, 13318 Lost Key Place, 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 13318 Lost Key Place, Lakewood Ranch, Florida 34202, better known as Manatee County Property Tax Identification Number: 588508709; 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 One-Million, One-Hundred Dollars (\$1,100,000.00).

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 Forty-Thousand Dollars (\$40,000.00) 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 5, 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 5, 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. Financing Contingency and Appraisal: Buyers shall have thirty (30) days from the date of this Agreement to obtain a written loan commitment for a VA loan in the principal amount of at least 95% of the Purchase Price with an interest rate not to exceed the then prevailing rate based upon the Buyers' creditworthiness (collectively the financial terms in this sentence shall be referred to as "Loan Terms"). In the event that the Buyers fail to obtain a loan commitment consistent with the Loan Terms, this Agreement shall be null and void and of no further force and effect and neither Seller nor the Buyers shall have any further obligations hereunder to the other and the Earnest Money Deposit shall be delivered immediately to Buyers. If the Buyer obtains a loan commitment consistent with the Loan Terms herein and then the Buyers fail to perform under this Agreement, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyers' failure to perform.

This Agreement is contingent upon the Buyers or Buyers' Lender obtaining, at Buyers' expense a written appraisal from a licensed Florida appraiser, stating the appraised value of the Property is at least **\$1,100,000.00**. If the appraisal states that the appraised value of the Property is less than the above value, Buyers may, within three (3) business days after receipt of the appraisal deliver written notice to Seller (with a copy of the appraisal), either: a) terminating this Agreement in which event the Earnest Money Deposit and Additional Earnest Money Deposit paid shall be refunded to Buyers; thereby releasing Buyers and Seller from all obligations under this Agreement; or b) waiving and removing this contingency and continuing with this Agreement without regard to the appraised value of the Property. If Buyers fail to timely deliver notice of Buyers' exercise of the right to terminate granted herein this paragraph, this contingency shall be waived and

removed, and Buyers will continue with this Agreement.

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 Kristy Harris of KW Suncoast ("**Buyer's Agent**"). At Closing, Seller agrees to a three percent (3%) commission Seller's Agent 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. 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 July 3, 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 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".

BUYERS

DocuSigned by:
Steven Ray Green
7/2/2020 | 3:03 PM PDT
2F73629938FC418...

Steven Ray Green

SELLER



Burton W. Wiand, Receiver for 13318 Lost
Key Place, LLC

DocuSigned by:
Renee Vanwinkle Green
7/2/2020 | 3:23 PM PDT
2F73629938FC418...

Renee Vanwinkle Green

BROKER ACKNOWLEDGEMENT

Lisa Sullivan & Martha Thorn of Coldwell Banker and Kristy Harris of KW Suncoast hereby acknowledge receipt of this Agreement and agree to be joined to this Agreement to the extent their compensation structure is discussed. The Brokers hereby agree 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
07/02/20 9:00 PM EDT
XHMK-FZBF-MLXN-HFSC

Lisa Sullivan
Coldwell Banker Residential
Seller's Agent

Martha Thorn
dotloop verified
07/02/20 9:08 PM EDT
SV1V-8PTU-CKZY-IALT

Martha Thorn
Coldwell Banker Residential
Seller's Agent

DocuSigned by:
Kristy Harris
7/2/2020 | 5:12 PM CDT
4686DFC135A147D...

Kristy Harris
KW Suncoast
Buyer's Agent

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION

Lot 15, Block B , Lakewood Ranch Country Club Village, Subphase U a/k/a Palmer's Creek & Subphase X a/k/a Keswick , a Subdivision, according to the plat thereof , as recorded in Plat Book 40, Pages 71 through 85, inclusive, of the Public Records of Manatee County, Florida.

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 ____ day of _____ 2020, by and between **Burton W. Wiand, Receiver for 13318 Lost Key Place, LLC** (hereinafter referred to as the "Grantor"), having a mailing address of 5505 West Gray Street, Tampa, Florida 33609, and _____ (hereinafter referred to as the "Grantee") having an address of _____.

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 July 16, 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 for 13318 Lost
Key Place, LLC

Printed name

Witness signature

Printed name

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by
Burton W. Wiand, Receiver for 13318 Lost Key Place, LLC.

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, 13318 Lost Key Place,

Lakewood Ranch, Florida 34202 (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 13318 Lost Key Place, Lakewood Ranch, Florida 34202, also known as Manatee County Property Tax Identification Number: 588508709, 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 July 16, 2019.

The Receiver is hereby directed to transfer the real property located in Manatee County, Florida to _____ 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 July 16, 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 15, Block B , Lakewood Ranch Country Club Village, Subphase U a/k/a Palmer's Creek & Subphase X a/k/a Keswick , a Subdivision, according to the plat thereof , as recorded in Plat Book 40, Pages 71 through 85, inclusive, of the Public Records of Manatee County, Florida.

EXHIBIT C TO PURCHASE AND SALE AGREEMENT

CONSENT OF THE UNITED STATES MARSHALS SERVICE

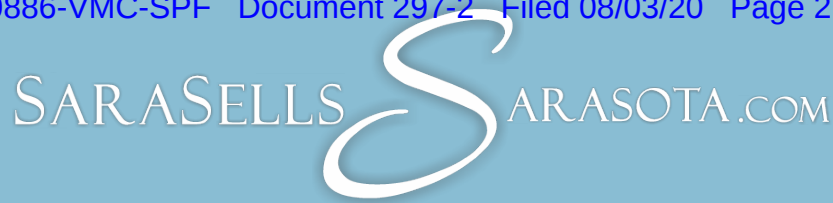
The United States of America through Wes Newbold of the United States Marshals Service hereby consents to the sale of the Property pursuant to the terms and conditions set forth in the Purchase and Sale Agreement to which this consent is attached.

Wesley Newbold

7-6-2020

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



RE: 13318 Lost Key Place Lakewood Ranch, FL 34202

Friday, July 24, 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, Kinds 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 lights tennis courts, olympic style lap pool, and pickleball. The club offers various membership levels to satisfy members needs.

The property is a single family, lakefront, residence located in the Lakewood Ranch Country Club. This property has 5 bedrooms and 5 bathrooms being 4,948 sqft. It sits on a 1/3 acre lot and has a 3 car garage. The property is in need of extensive deferred maintenance. There are water stains and some roofing issues which negatively affect the value considering the cost of a roof this size. The highest and best use for this property is owner occupied.

The following are sales of comparable properties located in the Lakewood Ranch Country Club and reflect the current market for this type of property.

- 13515 Matanzas Pl, Lakewood Ranch, FL, 34202

Sold \$1,075,000, 4,427 SqFt, 5 bedroom 4 full bath, 2 half bath, 0.74 acre lot, 3-car garage.

- 13306 Lost Key Pl, Lakewood Ranch, FL, 34202

Sold \$1,029,000, 4,088 SqFt, 5 bedroom, 3 full bath, 2 half bath, 0.35 acre lot, 3-car garage

- 12564 Highfield Cir, Lakewood Ranch, FL, 34202

Sold \$1,175,000, 4,369 Sqft, 4 bedroom, 4 bathroom, 0.41 acre lot front lot, 3-car garage

Based on the review of the recent sales in comparison to the subject property, I would suggest a sale price of \$1,100,000.

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



MATT LEICHT, REALTOR®

941.356.5377
Matt@MattLeicht.com

SaraSellsSarasota.com, PLLC
8586 Potter Park Drive, Suite 125
Sarasota, FL 34238

EXHIBIT 3

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, 22 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-1/4 acre to 21779 Square feet.

The property has an attached 3 car garage.

The property has a 5 bedroom, 5+1/2 bath, 4,948 square foot home.

The highest and best use for this property is owner occupied which has no minimum lease period.

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.

- 7007 Belmont Ct, Lakewood Ranch, FL 34202 Sold \$950,000, 4,155 SqFt, Attached 3 car garage, Lot Size 1/2 Acre to 1 Acre.
- 13515 Matanzas Pl, Lakewood Ranch, FL 34202 Sold \$1,095,000, 4,427 SqFt, Attached 3 car garage, Lot Size 1/2 Acre to 1 Acre.
- 12555 Highfield Cir, Lakewood Ranch, FL 34202 Sold \$850,000, 4,114 SqFt, Attached 3 car garage, Lot Size 1/4 Acre to 21779 SqFt.

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 \$1,000,000.



Vito Goffredo PLLC
GRI, PSA
USAF Veteran
941.716.6901
KW Realty Select
8210 Lakewood Ranch Blvd
Lakewood Ranch, Florida 34202

EXHIBIT 4

Professional Appraisal Services
1666 Starling Drive
Sarasota, FL 34231
941-365-3883

INVOICE

07/29/2020
DATE

20-07-37
FILE NUMBER

17-17-6-2147847
CASE NUMBER

Client: Blue Skye Lending LLC/VA
8130 Lakewood Main St
Bradenton, FL
34202

Item	Total
------	-------

APPRAISAL FEE FOR SERVICES RENDERED	\$	500.00
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Borrower: Steven R Green
13318 Lost Key Pl
Lakewood Ranch, FL 34202
Long Legal in Lakewood Ranch Country Club, see addendum

Total:	\$	500.00
---------------	----	--------

Thank you

Uniform Residential Appraisal Report

File # 17-17-6-2147847

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.										
SUBJECT	Property Address 13318 Lost Key Pl			City Lakewood Ranch		State FL		Zip Code 34202		
	Borrower Steven R Green			Owner of Public Record Burton W Wiand, Receiver		County Manatee				
	Legal Description Long Legal in Lakewood Ranch Country Club, see addendum									
	Assessor's Parcel # 588508709			Tax Year 2019		R.E. Taxes \$ 11,663				
	Neighborhood Name Lakewood Ranch			Map Reference 28-35-19		Census Tract 20.16				
	Occupant <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant <input type="checkbox"/>			Special Assessments \$ 4,061		<input checked="" type="checkbox"/> PUD		HOA \$ 129 <input checked="" type="checkbox"/> per year <input type="checkbox"/> per month		
	Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)									
	Assignment Type <input checked="" type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input type="checkbox"/> Other (describe)									
	Lender/Client Blue Sky Lending LLC/VA			Address 8130 Lakewood Main St, Bradenton, FL 34202						
	Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
CONTRACT	Report data source(s) used, offering price(s), and date(s). DOM 178;MFRMLS U8070246. The subject was listed for sale through the MLS on 01/06/2020 at \$1,235,000.									
	I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. Court ordered sale;There is a contract on the subject property at \$1,100,000.									
	Contract Price \$ 1,100,000 Date of Contract 07/02/2020 Is the property seller the owner of public record? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s) Public records									
	Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
	If Yes, report the total dollar amount and describe the items to be paid: \$0;;None reported.									
NEIGHBORHOOD	Note: Race and the racial composition of the neighborhood are not appraisal factors.									
	Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Percent Land Use %	
	Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	90 %		
	Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> InBalance <input type="checkbox"/> OverSupply	\$(000)	(yrs)	2-4 Unit	%		
	Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	200	Low	0	Multi-Family	5 %	
	Neighborhood Boundaries The market area is located south of SR 70, north of University Pkwy, east of I-75 and west of the Panther Ridge development.			3,325		High	40	Commercial	5 %	
	Neighborhood Description The subject is located in a golf course community of single family homes that are generally above average in size, quality and design. Maintenance of properties is average to good. The neighborhood is convenient to major traffic arteries and essential services/facilities. See addendum.			470		Pred.	15	Other	%	
	Market Conditions (including support for the above conclusions) See addendum.									
	SITE	Dimensions See attchd. plat map			Area 17085 sf		Shape Rectangular		View B;Woods;Wtr	
Specific Zoning Classification PDMU			Zoning Description Planned Development							
Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)			Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe							
Utilities Public Other (describe)			Public Other (describe)			Off-site Improvements--Type Public Private				
Electricity		<input checked="" type="checkbox"/> <input type="checkbox"/>	Water	<input checked="" type="checkbox"/> <input type="checkbox"/>	Street	Asphalt	<input checked="" type="checkbox"/> <input type="checkbox"/>			
Gas		<input checked="" type="checkbox"/> <input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/> <input type="checkbox"/>	Alley	None	<input type="checkbox"/> <input type="checkbox"/>			
FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone X			FEMA Map No. 12081C0345E			FEMA Map Date 03/17/2014				
Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. If No, describe										
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe										
CDD fees cover the maintenance of the roads. Site improvements include sod, landscaping, a brick driveway, and an irrigation system.										
IMPROVEMENTS	General Description		Foundation		Exterior Description		materials/condition		Interior materials/condition	
	Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls Cont.concrete/avg		Floors Wood/tile/avg					
	# of Stories 2.00	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls CBS/Frm-stucco/avg.		Walls Drywall/avg.					
	Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area 0 sq. ft.	Roof Surface Concrete tile/avg.		Trim/Finish Good					
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts Partial/avg.		Bath Floor Tile/avg.					
	Design (Style) Contemp	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type Alum.frame/avg.		Bath Wainscot Tile/avg.					
	Year Built 2005	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated No/no		Car Storage <input type="checkbox"/> None					
	Effective Age (Yrs) 15	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens Yes/avg.		<input checked="" type="checkbox"/> Driveway # of Cars 3					
	Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities <input type="checkbox"/> WoodStove(s) # 0		Driveway Surface Brick pavers					
	<input checked="" type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other <input type="checkbox"/> Fuel Electric	<input checked="" type="checkbox"/> Fireplace(s) # 1		<input checked="" type="checkbox"/> Fence Alum.		<input checked="" type="checkbox"/> Garage # of Cars 3			
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Patio/Deck None		<input checked="" type="checkbox"/> Porch Cvrd.		<input type="checkbox"/> Carport # of Cars 0				
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Pool & spa		<input checked="" type="checkbox"/> Other Blcny		<input checked="" type="checkbox"/> Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in				
Appliances <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)										
Finished area above grade contains: 12 Rooms 5 Bedrooms 5.2 Bath(s) 4,852 Square Feet of Gross Living Area Above Grade										
Additional features (special energy efficient items, etc.) Standard energy items.										
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3;No updates in the prior 15 years;It is noted that the utilities were connected and appeared to be functioning properly at the time of the inspection.										
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe										
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe										

Uniform Residential Appraisal Report

File # 17-17-6-2147847

There are 6 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 995,000 to \$ 1,285,000	
There are 12 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 950,000 to \$ 1,295,000	
FEATURE	SUBJECT
13318 Lost Key Pl	12564 Highfield Cir
Address Lakewood Ranch, FL 34202	Lakewood Ranch, FL 34202
Proximity to Subject	0.80 miles SW
Sale Price	\$ 1,100,000
Sale Price/Gross Liv. Area	\$ 226.71 sq. ft.
Data Source(s)	MFRMLS #A4454379;DOM 20
Verification Source(s)	County Appraiser/Clerk
VALUE ADJUSTMENTS	DESCRIPTION
Sale or Financing	ArmLth
Concessions	Conv:0
Date of Sale/Time	s04/20;c01/20
Location	B:GlfCse;
Leasehold/Fee Simple	Fee Simple
Site	17085 sf
View	B:Woods;Wtr
Design (Style)	DT2:Contemp
Quality of Construction	Q3
Actual Age	15
Condition	C3
Above Grade	Total Bdrms. Baths
Room Count	12 5 5.2
Gross Living Area	4,852 sq. ft.
Basement & Finished	0sf
Rooms Below Grade	0rr0br0.0ba0o
Functional Utility	Average
Heating/Cooling	Cent./cent.
Energy Efficient Items	None
Garage/Carport	3ga3dw
Porch/Patio/Deck	Porch/balcony
Swimming pool	Pool/spa
Net Adjustment (Total)	\$ -35,000
Adjusted Sale Price of Comparables	\$ 1,140,000
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) See sources below.	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.	
Data Source(s) See sources below.	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	07/16/2019
Price of Prior Sale/Transfer	\$0
Data Source(s)	See comments
Effective Date of Data Source(s)	07/23/2020
Analysis of prior sale or transfer history of the subject property and comparable sales Data sources used include the MLS, County Appraiser's website, County Clerk of the Court website and iMap, Inc. In some instances data may lag for 30-60 days before it is entered and available through these sources. Unless indicated above no sales/transfers observed in past 3 years for the subject and past 12 months for the comparables. Subject: 07/16/2019 - property acquired through court judgment by Burton W Wiand, Receiver for 13318 Lost Key Place, LLC	
Summary of Sales Comparison Approach See addendum.	
The data shown at the top of this page is for single family homes (minimum 4,000 sq.ft. GLA) in the price ranges indicated and in 34202. This section of the report is used to identify sales and listings of properties that are most similar (true comparables) to the subject property. This data is limited and does not provide enough sales or listings to identify trends. For this reason a broader set of criteria is used on the 1004MC page in order to identify trends from more expanded data.	
Indicated Value by Sales Comparison Approach \$ 1,100,000	
Indicated Value by: Sales Comparison Approach \$ 1,100,000 Cost Approach (if developed) \$ Income Approach (if developed) \$	
The sales comparison approach is emphasized, having comparable sales from the neighborhood. The date of the report is the same as the signature date. See addendum.	
This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 1,100,000, as of 07/23/2020, which is the date of inspection and the effective date of this appraisal.	

ADDITIONAL COMPARABLES

Borrower Steven R Green									
Property Address 13318 Lost Key Pl									
City Lakewood Ranch		County Manatee		State FL		Zip Code 34202			
Lender/Client Blue Skye Lending LLC/VA									
FEATURE		SUBJECT		COMPARABLE SALE NO. 4		COMPARABLE SALE NO. 5		COMPARABLE SALE NO. 6	
13318 Lost Key Pl		13519 Blythefield Ter							
Address Lakewood Ranch, FL 34202		Lakewood Ranch, FL 34202							
Proximity to Subject		0.31 miles S							
Sale Price		\$ 1,100,000		\$ 1,075,000					
Sale Price/Gross Liv. Area		\$ 226.71 sq. ft.		\$ 221.56 sq. ft.		\$ sq. ft.		\$ sq. ft.	
Data Source(s)		MFRMLS #J909021;DOM 1							
Verification Source(s)		County Appraiser/Clerk							
VALUE ADJUSTMENTS		DESCRIPTION		+(-)\$ Adjustment		DESCRIPTION		+(-)\$ Adjustment	
Sale or Financing		ArmLth							
Concessions		Conv:0							
Date of Sale/Time		s10/19;c07/19							
Location		B:Glfcse;							
Leasehold/Fee Simple		Fee Simple							
Site		17085 sf		18641 sf		0			
View		B:Woods;Wtr		B:Glfcw;		0			
Design (Style)		DT2;Contemp		DT2;Contemp					
Quality of Construction		Q3		Q3					
Actual Age		15		14		0			
Condition		C3		C3					
Above Grade		Total	Bdrms.	Baths	Total	Bdrms.	Baths	Total	Bdrms.
Room Count		12	5	5.2	11	4	4.0		
Gross Living Area		4,852 sq. ft.		4,852 sq. ft.				sq. ft.	
Basement & Finished		0sf		0sf					
Rooms Below Grade		0rr0br0.0ba0o		0rr0br0.0ba0o					
Functional Utility		Average		Average					
Heating/Cooling		Cent./cent.		Cent./cent.					
Energy Efficient Items		None		None					
Garage/Carport		3ga3dw		3ga3dw					
Porch/Patio/Deck		Porch/balcony		Porch/balcony					
Swimming pool		Pool/spa		Pool/spa					
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -		\$ 11,000		<input type="checkbox"/> + <input type="checkbox"/> -		\$	
Adjusted Sale Price of Comparables		Net Adj. 1.02 %		Gross Adj. 1.02 %		\$ 1,086,000		Net Adj. %	

ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	07/16/2019			
Price of Prior Sale/Transfer	\$0			
Data Source(s)	See comments	See comments pg.2		
Effective Date of Data Source(s)	07/23/2020	07/23/2020		
Comment on Sales Comparison	See addendum.			

Uniform Residential Appraisal Report

File # 17-17-6-2147847

R = 07/20/2020
A = 07/23/2020
M = 07/29/2020

ADDITIONAL COMMENTS

"I have considered relevant competitive listings/contract offerings in performing this appraisal, and any trend indicated by that data is supported by the listing/offering information included in this report."

The average marketing time over the past 6 months has remained stable.

The typical sales price to listing price ratio in the market area is 97%.

Seller concessions are used in some instances, but do not appear to be prevalent in the area.

"I have performed no other services as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three year period immediately preceding acceptance of this assignment."

"I, Charles Kruger, certify that I did not receive any assistance from any other person (s) in completing the report."

Intended Use and User of the Appraisal: The appraisal is to be used for lending purposes by our client, Blue Skye Lending LLC/VA. The report is intended for use only by the client for lending purposes and it is not appropriate for any other use.

Purpose of the Appraisal: The purpose of the appraisal is to estimate the market value of the fee simple estate of the subject property.

Scope of the Appraisal: As part of this assignment, the appraiser has conducted an interior and exterior inspection of the subject property, and inspected the immediate location and market area. The appraiser researched and verified sales, listings and rentals (if applicable) from office files, MLS and public records. Consideration was given to the highest and best use of the property in each of the applicable approaches to value, and a final reconciliation of these approaches is made to arrive at an opinion of market value. Market value is defined on page four of Form 1004 as provided by FNMA (Freddie Mac Form 70). Analysis applied to arrive at the opinion of value includes: Highest & Best Use, analysis of current leases (if any known), Cost Approach (if relevant), Income Approach (if relevant), Sales Comparison Approach. If an approach to value was considered, but not utilized it is explained more fully in the report. See addendum.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

Cost approach not required.

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE.....=\$
Source of cost data	Dwelling 4,852 Sq. Ft. @ \$ = \$
Quality rating from cost service Effective date of cost data	Sq. Ft. @ \$ = \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	
Cost approach not required. The sales comparison approach is sufficient to solve the appraisal problem.	Garage/Carport Sq. Ft. @ \$ = \$
	Total Estimate of Cost-New = \$
	Less Physical Functional External
	Depreciation = \$ ()
	Depreciated Cost of Improvements.....= \$
	'As-is' Value of Site Improvements.....= \$
Estimated Remaining Economic Life (HUD and VA only) 60 Years	Indicated Value By Cost Approach.....= \$

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ N/A X Gross Rent Multiplier = \$ N/A Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) The income approach is not included since most homes in the neighborhood are owner occupied and not purchased for their income potential.

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Unit type(s) <input checked="" type="checkbox"/> Detached <input type="checkbox"/> Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.	
Legal name of project	
Total number of phases	Total number of units sold
Total number of units rented	Total number of units for sale
Data Source(s)	
Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion	
Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s)	
Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.	
Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.	
Describe common elements and recreational facilities	

ADDITIONAL COMMENTS

Borrower or Owner	Steven R Green		
Property Address	13318 Lost Key Pl		
City	Lakewood Ranch	County	Manatee
		State	FL
		Zip Code	34202
Lender or Client	Blue Skye Lending LLC/VA		

LEGAL DESCRIPTION

LOT 15 BLK B LAKEWOOD RANCH COUNTRY CLUB VILLAGE SUBPHASE U A/K/A PALMERS CREEK AND SUBPHASE X A/K/A KESWICK

NEIGHBORHOOD DESCRIPTION

The One Unit Housing data shown on page 1 is from 704 MLS sales of single family homes in the past 12 months within the market area described. The data also indicates an average days on market of 97 and an average sales price to list price ratio of 97%. There are currently 174 active listings, indicating a supply of 2.97 months (based on an absorption rate of 58.67 units per month).

The subject is located in a Community Development District. Fees (\$4,061.28) associated with the CDD are included in the annual property taxes.

MARKET CONDITIONS

Financing is available from various banks and mortgage companies. Over the past few years MLS and public record data indicate stable values for residential properties throughout the general market area. Short sales and foreclosures represent a rather small percentage of sales.

HIGHEST & BEST USE

Single Family Residential. Highest & best use of land or a site as though vacant: The use of a property based on the assumption that a parcel of land is vacant, or can be made vacant through demolition of any improvements. Highest & best use of property as improved: The use that should be made of a property as it exists. Highest & best use: The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum profitability. The subject meets all these criteria and is located in a residential area of single family homes. Therefore single family residential usage is considered to be the highest & best use of the site both vacant & improved.

SALES COMPARISON APPROACH

Following an extensive search of the public and private records the sales/listings on the report are the best indicators of value found for the subject. The physical search parameters were: homes within 20% GLA of the subject with approximately similar site/view. Additional search parameters used included the line items shown on the market grid with an attempt to limit or eliminate any single line items that would require excessive adjustment. The data sources and search parameters used resulted in the best available true comparables for the subject property; use of other comparable sales would result in a deficient analysis because the sales would not be capable of rendering a more reasonably supported opinion of value. Adjustments made on the sales grid are market derived. When paired sales analysis was not possible from available data, the appraiser made adjustments where appropriate, based on an estimate of contributory value. It is recommended that appraisers base all adjustments on market extraction where possible, however, the occurrence of "perfect pairs" is not always available, and the client is warned that the appraisal process is based not only on confirmed sales and data from agents, buyers, sellers and others, but also on the appraiser's judgment, experience and knowledge of the local market.

The comparables shown are sales from within the Lakewood Ranch Country Club Village development. These are considered viable alternate properties that a typical buyer may consider when making a purchase decision. Although sale #4 is more than six months old, it is more similar than other more recent sales observed.

RECONCILIATION

The value opinion is based on an exposure time of 3 - 6 months. Based upon the requirements of the client and

ADDITIONAL COMMENTS

Page 2

Borrower or Owner Steven R Green

Property Address 13318 Lost Key Pl

City Lakewood Ranch County Manatee State FL Zip Code 34202

Lender or Client Blue Skye Lending LLC/VA

the intended use of the appraisal, the Sales Comparison Approach is the best indicator of value. The appraiser did not complete the income capitalization approach, as it was considered not applicable or necessary in this analysis. The client should be aware that although values have stabilized, properties selling or refinancing now may be in distress in the future, no forecasting is being performed for this appraisal. Marketable title is assumed. The opinion of value was derived from the adjusted value range of the closed comparables utilized, given equal consideration & the midrange emphasized. Value opinion falls between pre-adjusted prices as well as adjusted prices of the comps used. Although above the predominant value indicated on page 1, the subject is within the range and is not considered an over-improvement.

The subject property has not sustained any flooding or damage as a result of any recent hurricane, tropical storm or natural disaster. No apparent damage or flooding to surrounding properties in the immediate area noted at the time of the inspection. It is noted that this appraisal is being prepared after the initial worldwide onset of the Coronavirus. This has resulted in the travel restrictions, "stay at home" requests, social distancing and the closing of businesses over the past few months. It is not apparent at this time how long this situation will exist or impacts that may result in values of real estate.

ADDITIONAL COMMENTS

ADDITIONAL SCOPE OF WORK COMMENTS: This report is not a home inspection. The appraisal cannot be relied upon to disclose conditions and or defects in the property. Condition of improvements as described in this report reflect a visual inspection, which reports only those deferred maintenance items (if any) that were readily apparent to the appraiser at time of inspection. The appraiser recommends the use of professional home inspection and contractor services, which are readily available in the subject market area. Many faults and defects, major and minor, can remain hidden until discovered by an expert inspection. The appraisal does not guarantee that the property is free of defects or environmental problems such as sink holes or soil contamination or any other hazard. The appraiser performs an inspection of visible and accessible areas only. Mold may be present in areas the appraiser cannot see. A professional home inspection or environmental inspection is recommended if the lender wishes a guarantee that mold or other environmental problems do not exist. The presence of substances such as asbestos, urea-formaldehyde foam insulation, Chinese drywall products, or other potentially hazardous materials may affect the value of the property. The Appraisers (s) value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value.

ADDITIONAL COMMENTS (continued)

Exposure time is estimated to be approximately the same as the marketing time indicated on page one. Exposure time: the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on the analysis of past events assuming a competitive and open market.

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name Charles L Kruger
 Company Name Professional Appraisal Services
 Company Address 1666 Starling Drive
Sarasota, FL 34231
 Telephone Number 941-365-3883
 Email Address charles.kruger@proap.com
 Date of Signature and Report 07/29/2020
 Effective Date of Appraisal 07/23/2020
 State Certification # Cert Res RD2711
 or State License # _____
 or Other VA Appraiser #5001282 State # _____
 State FL
 Expiration Date of Certification or License 11/30/2020

ADDRESS OF PROPERTY APPRAISED

13318 Lost Key Pl
Lakewood Ranch, FL 34202
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 1,100,000
 LENDER/CLIENT
 Name No AMC
 Company Name Blue Skye Lending LLC/VA
 Company Address 8130 Lakewood Main St
Bradenton, FL 34202
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

Borrower Steven R Green

Property Address 13318 Lost Key Pl

City Lakewood Ranch County Manatee State FL Zip Code 34202

Lender/Client Blue Sky Lending LLC/VA Address 8130 Lakewood Main St, Bradenton, FL 34202

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1 - The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 - The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

**Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

C3 - The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

**Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

C4 - The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

**Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

C5 - The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

**Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

C6 - The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

**Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

Quality Ratings and Definitions

Q1 - Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2 - Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q3 - Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 - Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 - Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 - Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated - Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated - The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled - Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example: 3.2 indicates three full baths and two half baths.

Abbreviation	Full Name	Appropriate Fields
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concession
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Administration	Sale or Financing Concessions
G	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid Rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PubTm	Public Transportation	Location
PwrLn	Power Lines	View
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
s	Settlement Date	Date of Sale/Time
sf	Square Feet	Area, Site, Basement
Short	Short Sale	Sale or Financing Concessions
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

Other Appraiser-Defined Abbreviations

[illegible]

Market Conditions Addendum to the Appraisal Report File No. 17-17-6-2147847

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address **13318 Lost Key Pl** City **Lakewood Ranch** State **FL** ZIP Code **34202**

Borrower **Steven R Green**

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	75	33	33	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	12.50	11.00	11.00	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings	49	49	70	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	3.92	4.45	6.36	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	1,090,000	1,165,000	1,075,000	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	63	88	92	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price	1,495,000	1,270,000	1,164,325	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining
Median Comparable Listings Days on Market	220	166	117	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	97%	96%	96%	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are used in some instances, but do not appear to be prevalent in the area. Six (4.25%) of the above 141 sales included a seller concession.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties).

There are few foreclosures and short sales in this market segment. Three (2.12%) of the above 141 sales included an REO or short sale property. None of the current active listings include an REO or short sale property.

Cite data sources for above information. MFRMLS

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

Search criteria: single family homes (minimum price: \$750,000) in the market area indicated on page 1. There has been some fluctuation in the median price in this market segment in the time periods shown above; however, the overall trend is judged to be stable. The client should be aware that all of the closed (settled) sales in the inventory analysis above, may not be considered comparable to the subject (for purposes of sales comparison approach), the above data was used only to develop the overall trend; not to find similar comps.

If the subject is a unit in a condominium or cooperative project, complete the following:

Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

Signature

Appraiser Name **Charles L Kruger**

Company Name **Professional Appraisal Services**

Company Address **1666 Starling Drive, Sarasota, FL 34231**

State License/Certification # **Cert Res RD2711**

State **FL**

Email Address **charles.kruger@proap.com**

Signature

Appraiser Name

Company Name

Company Address

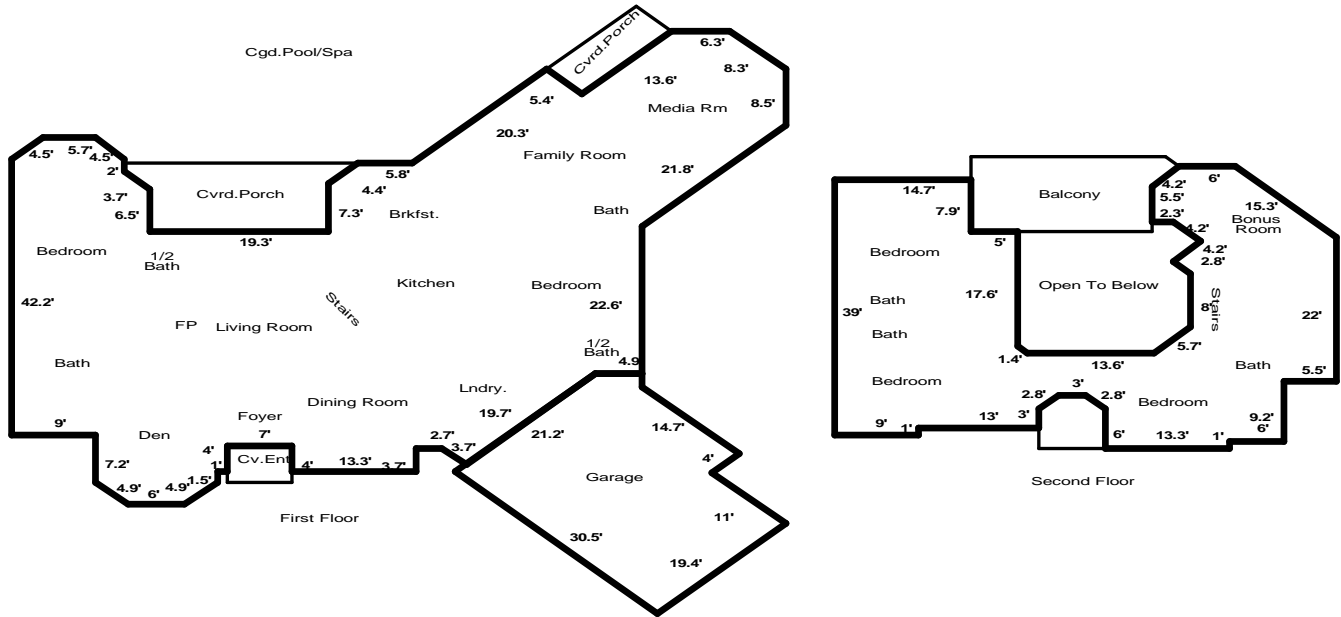
State License/Certification #

State

Email Address

SKETCH ADDENDUM

Borrower or Owner **Steven R Green**
 Property Address **13318 Lost Key Pl**
 City **Lakewood Ranch** County **Manatee** State **FL** Zip Code **34202**
 Client **Blue Skye Lending LLC/VA**



SUMMARY		SQ FT AREA	PERIMETER	AREA CALCULATION DETAILS					
Living Area				First Floor					
	First Floor	3332	310	12.2 X 5.9 =	71.9	19.7 X 17.6 =			346.7
	Second Floor	1520	255	3.7 X 3.8 =	14.0	14.8 X 0.7 =			10.3
	Total	4852	565	19.9 X 3.7 =	73.6	16.0 X 3.0 =			48.0
				31.7 X 4.8 =	152.1	16.5 X 2.0 =			33.0
				34.1 X 5.8 =	197.7	15.5 X 8.0 =			124.0
				8.9 X 3.2 =	28.4	17.5 X 4.0 =			70.0
				12.1 X 2.0 =	24.2	20.2 X 1.0 =			20.2
				39.9 X 3.1 =	123.6	53.8 X 4.3 =			231.3
				13.4 X 2.6 =	34.8	48.3 X 2.2 =			106.2
				36.6 X 6.5 =	237.9	23.0 X 2.0 =			46.0
				14.7 X 6.5 =	95.5	20.3 X 2.0 =			40.6
				33.4 X 0.8 =	26.7	22.0 X 3.0 =			66.0
				67.4 X 21.8 =	1469.3	19.3 X 5.0 =			96.5
				57.8 X 9.3 =	537.5	9.0 X 1.0 =			9.0
				43.3 X 1.7 =	73.6	13.3 X 1.0 =			13.3
				14.0 X 4.0 =	56.0	Total			1519.9
				21.3 X 0.3 =	6.3				
				13.3 X 3.7 =	49.2				
				2.6 X 2.6 =	6.7				
				13.0 X 1.5 =	19.5				
				9.5 X 3.5 =	33.2				
				Total	3331.7				
				Second Floor					
				9.0 X 3.0 =	27.0				
				14.7 X 7.9 =	116.1				
				14.7 X 5.5 =	80.8				
				15.2 X 2.3 =	34.9				

SKETCH-IT 1-800-523-0872

PHOTOGRAPH ADDENDUM

Borrower or Owner	Steven R Green				
Property Address	13318 Lost Key Pl				
City	Lakewood Ranch	County	Manatee	State	FL
				Zip Code	34202
Client	Blue Skye Lending LLC/VA				



**FRONT VIEW OF
SUBJECT PROPERTY**



**REAR VIEW OF
SUBJECT PROPERTY**



**STREET SCENE OF
SUBJECT PROPERTY**

PHOTOGRAPH ADDENDUM

Borrower or Owner	Steven R Green		
Property Address	13318 Lost Key Pl		
City	Lakewood Ranch	County	Manatee
		State	FL
		Zip Code	34202
Client	Blue Skye Lending LLC/VA		



Left Side of Dwelling



Right Side of Dwelling



Rear Yard



Caged Pool/Spa



Living Room



Dining Room

PHOTOGRAPH ADDENDUM

Borrower or Owner	Steven R Green		
Property Address	13318 Lost Key Pl		
City	Lakewood Ranch	County	Manatee
		State	FL
		Zip Code	34202
Client	Blue Skye Lending LLC/VA		



Den



Kitchen



Family Room



Bedroom



Bath



Media Room

PHOTOGRAPH ADDENDUM

Borrower or Owner	Steven R Green		
Property Address	13318 Lost Key Pl		
City	Lakewood Ranch	County	Manatee
		State	FL
		Zip Code	34202
Client	Blue Skye Lending LLC/VA		



Bedroom



Bath



Half Bath



Half Bath



Garage



Bonus Room

PHOTOGRAPH ADDENDUM

Borrower or Owner	Steven R Green				
Property Address	13318 Lost Key Pl				
City	Lakewood Ranch	County	Manatee	State	FL
				Zip Code	34202
Client	Blue Skye Lending LLC/VA				



Bath



Bedroom



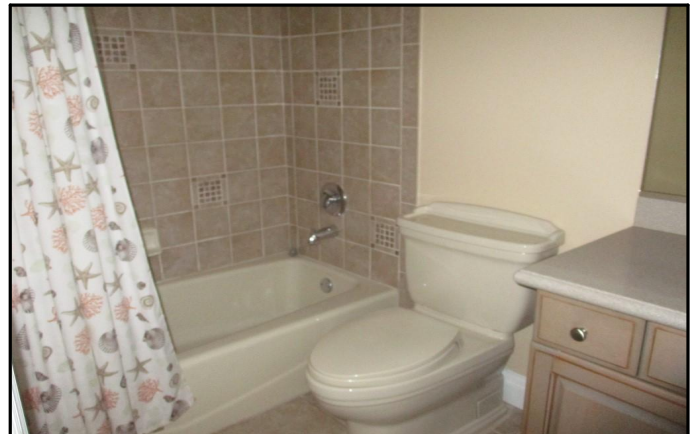
Bedroom



Bath



Bedroom



Bath

PHOTOGRAPH ADDENDUM

Borrower or Owner	Steven R Green				
Property Address	13318 Lost Key Pl				
City	Lakewood Ranch	County	Manatee	State	FL
				Zip Code	34202
Client	Blue Skye Lending LLC/VA				

**COMPARABLE #1**

12564 Highfield Cir
Lakewood Ranch, FL 34202

Price	\$1,175,000
Price/SF	268.94
Date	s04/20;c01/20
Age	13
Room Count	10-4-4.0
Living Area	4,369
Value Indication	\$1,140,000

**COMPARABLE #2**

7007 Belmont Ct
Lakewood Ranch, FL 34202

Price	\$950,000
Price/SF	228.64
Date	s03/20;c03/20
Age	15
Room Count	10-4-4.0
Living Area	4,155
Value Indication	\$1,062,800

**COMPARABLE #3**

13306 Lost Key Pl
Lakewood Ranch, FL 34202

Price	\$1,029,000
Price/SF	251.71
Date	s02/20;c11/19
Age	15
Room Count	10-5-3.2
Living Area	4,088
Value Indication	\$1,109,800

PHOTOGRAPH ADDENDUM

Borrower or Owner	Steven R Green				
Property Address	13318 Lost Key Pl				
City	Lakewood Ranch	County	Manatee	State	FL
				Zip Code	34202
Client	Blue Skye Lending LLC/VA				



COMPARABLE #4

13519 Blythefield Ter
 Lakewood Ranch, FL 34202

Price	\$1,075,000
Price/SF	221.56
Date	s10/19;c07/19
Age	14
Room Count	11-4-4.0
Living Area	4,852
Value Indication	\$1,086,000

COMPARABLE #5

Price	\$
Price/SF	
Date	
Age	
Room Count	--
Living Area	
Value Indication	\$

COMPARABLE #6

Price	\$
Price/SF	
Date	
Age	
Room Count	--
Living Area	
Value Indication	\$

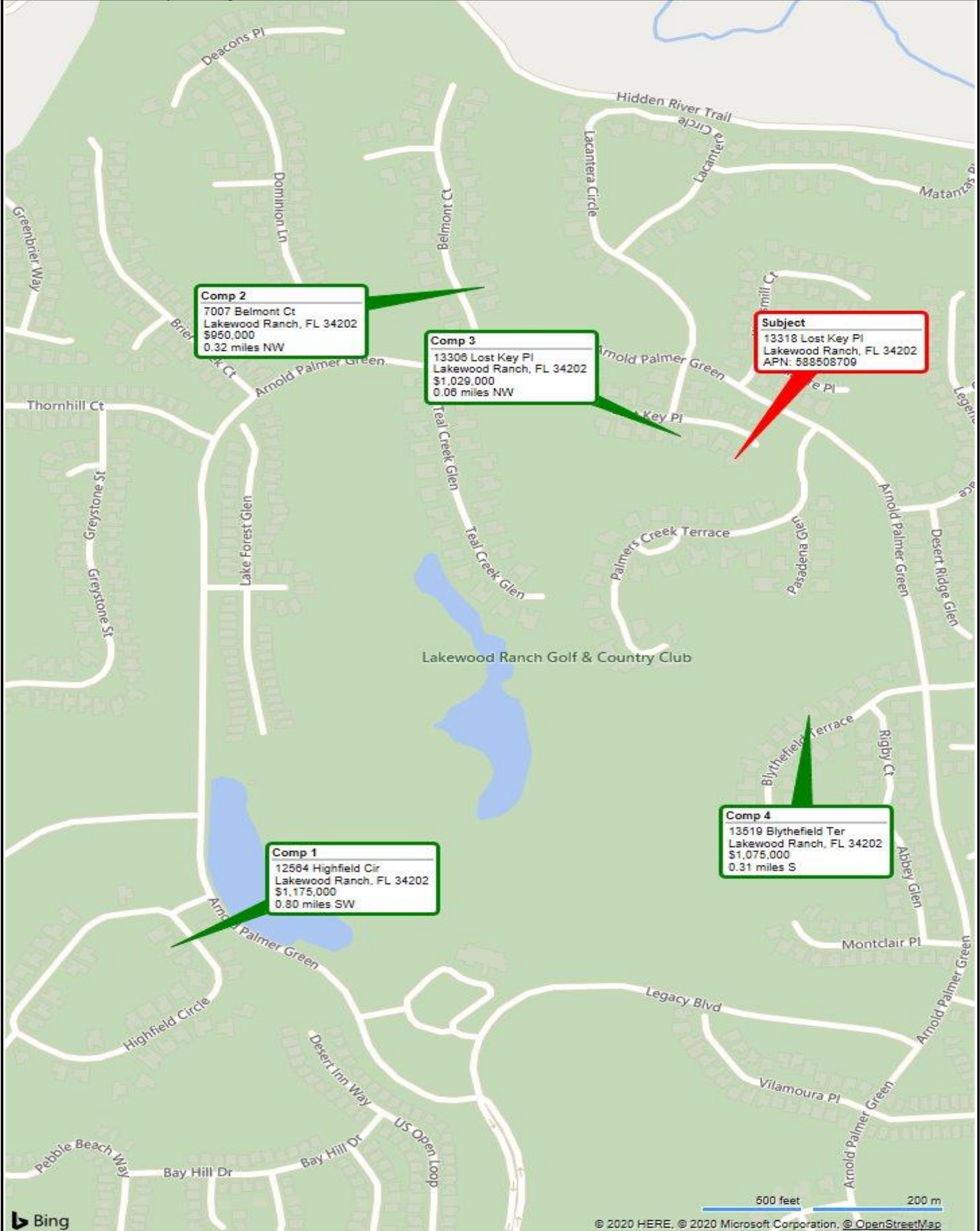
Location Map

Borrower or Owner Steven R Green

Property Address 13318 Lost Key Pl

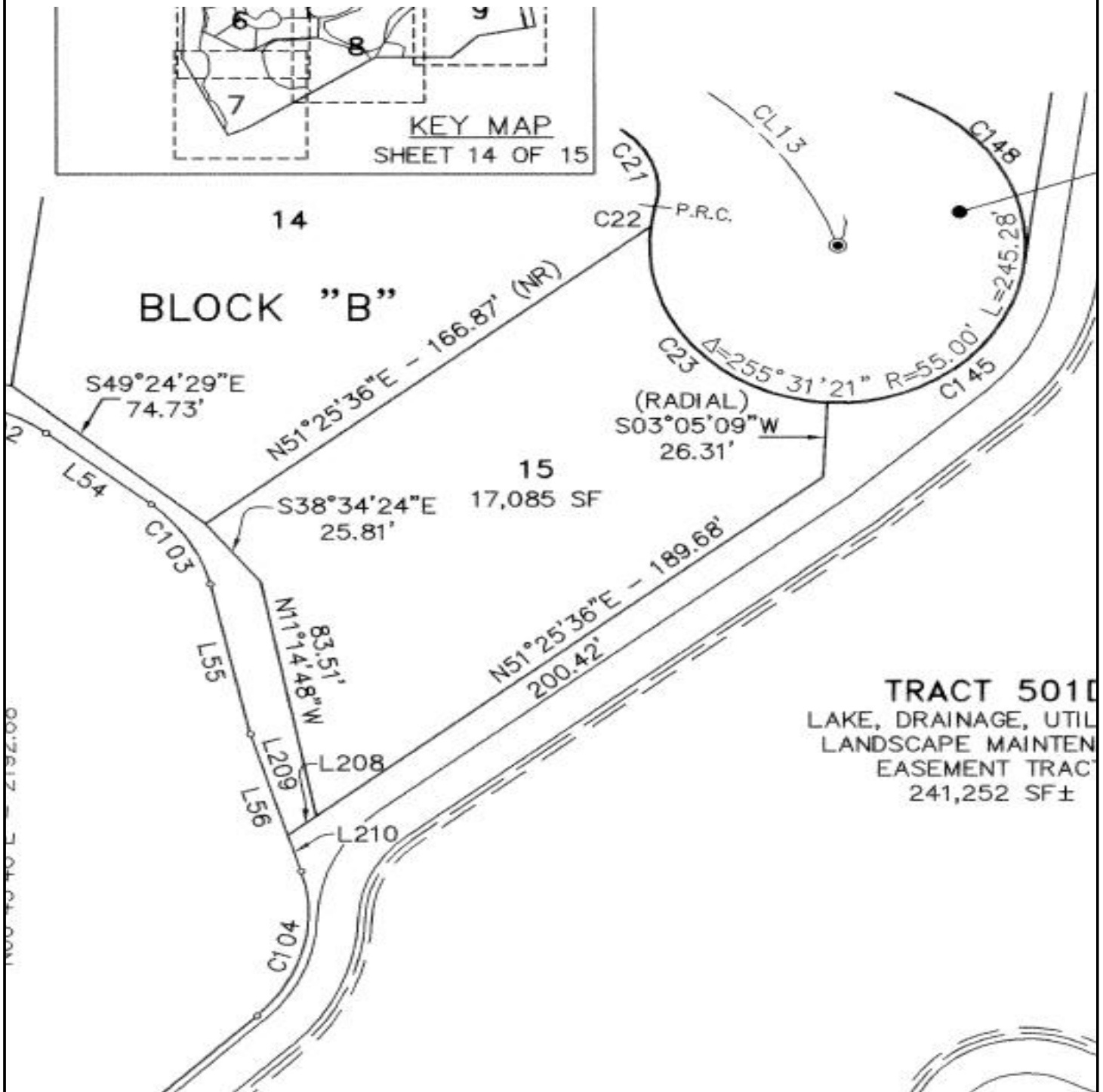
City Lakewood Ranch County Manatee State FL Zip Code 34202

Client Blue Skye Lending LLC/VA



SITE PLAN

Borrower or Owner	Steven R Green				
Property Address	13318 Lost Key Pl				
City	Lakewood Ranch	County	Manatee	State	FL
				Zip Code	34202
Client	Blue Skye Lending LLC/VA				





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

KRUGER, CHARLES L

3277-F FRUITVILLE ROAD
SARASOTA FL 34237

LICENSE NUMBER: RD2711

EXPIRATION DATE: NOVEMBER 30, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

EXHIBIT 5

NOTICE OF SALE

13318 Lost Key Place
Lakewood Ranch, Florida 34202

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 13318 Lost Key Place, Lakewood Ranch, Florida 34202 to Steven Ray Green and Renee Vanwinkle Green for \$1,100,000. 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 A

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

COMMODITY FUTURES TRADING
COMMISSION,

Case No. 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.

_____ /

ORDER

Before the Court is the Receiver's Verified Motion for Approval of Private Sale of Real Property – Specifically, 13318 Lost Key Place, Lakewood Ranch, Florida (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 13318 Lost Key Place, Lakewood Ranch, Florida 34202, also known as Manatee County Property Appraiser's Parcel Number: 588508709, 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 July 16, 2019.

The Receiver is hereby directed to transfer the real property located in Manatee County, Florida to Steven Ray Green and Renee Vanwinkle Green 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 July 16, 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

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Counsel of Record