

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

BURTON W. WIAND, as Receiver for
OASIS INTERNATIONAL GROUP, LTD.;
OASIS MANAGEMENT, LLC; AND
SATELLITE HOLDINGS COMPANY,

Plaintiff,

Case No.: 8:20-cv-863-T-60SPF

v.

RAYMOND P. MONTIE, III,

Defendant.

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AMENDED COMPLAINT

Burton W. Wiand (the “**Receiver**”), as Receiver for Oasis International Group, Limited; Oasis Management, LLC; and Satellite Holdings Company (collectively, the “**Oasis Entities**”), by and through his undersigned counsel, hereby files suit against Raymond P. Montie, III and alleges as follows:

INTRODUCTION

1. On April 15, 2019, the Commodity Futures Trading Commission (“**CFTC**” or “**Commission**”) filed an enforcement action against (1) defendants Oasis International Group, Limited (“**OIG**”); Oasis Management, LLC (“**Oasis Management**”); Michael J. DaCorta (“**DaCorta**”); Joseph S. Anile, II (“**Anile**”); Francisco “Frank” L. Duran (“**Duran**”); Satellite Holdings Company (“**Satellite Holdings**”); John J. Haas (“**Haas**”); and Raymond P. Montie, III (“**Montie**”) (the “**CFTC Defendants**”) and (2) relief defendants

Mainstream Fund Services, Inc. (“**Mainstream**”); Bowling Green Capital Management, LLC (“**Bowling Green**”); Lagoon Investments, Inc. (“**Lagoon**”); Roar of the Lion Fitness, LLC (“**Roar of the Lion**”); 444 Gulf of Mexico Drive, LLC (“**444 Gulf of Mexico**”); 4064 Founders Club Drive, LLC (“**4064 Founders Club**”); 6922 Lacantera Circle, LLC (“**6922 Lacantera**”); 13318 Lost Key Place, LLC (“**13318 Lost Key**”); and 4Oaks LLC (“**4Oaks**”) (the “**CFTC Relief Defendants**” and, collectively with the CFTC Defendants, the “**Receivership Defendants**”). *See C.F.T.C. v. Oasis International Group, Ltd.*, Case No. 8:19-CV-886-T-33SPF (M.D. Fla.) (the “**CFTC Action**”).

2. The CFTC alleged that Montie and the other CFTC Defendants “have engaged, are engaging, or are about to engage in acts and practices in violation of Sections 4b(a)(2)(A)-(C), 4k(2), 4m(1), 4o(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) of the Commodity Exchange Act (the “**CFTC Act**”), 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6(k)(2), 6m(1), 6o(1)(A)-(B), 2(c)(2)(iii)(I)(cc) (2012), and Commission Regulations (“**CFTC Regulations**”) 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), and 5.3(a)(2), 17 C.F.R. § 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), 5.3(a)(2) (2018). Accordingly, the Commission brought the CFTC Action pursuant to Section 6c of the CFTC Act, 7 U.S.C. § 13a-1 (2012), and Section 2(c)(2)(C) of the CFTC Act, 7 U.S.C. § 2(c)(2)(C) (2012), to enjoin Montie’s and the other CFTC Defendants’ “unlawful acts and practices, to compel their compliance with the [CFTC] Act and the [CFTC] Regulations promulgated thereunder, and to enjoin them from engaging in any commodity-related activity.” CFTC Doc. 1 ¶¶ 5. 7.

3. Also, on April 15, 2019, the court supervising the CFTC Action (the “**Receivership Court**”) entered a temporary order appointing the Receiver. CFTC Doc. 7.

The Receivership Court 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.” *See id.* at p. 14, ¶ 32 & p. 15, ¶ 30.b. It also imposed a temporary injunction against Montie and the other Receivership Defendants and froze their assets. *Id.* at 19. Subsequently, each Receivership Defendant either defaulted or consented to the entry of a preliminary injunction. *See* CFTC Docs. 35, 43, 44, 82, 85, 172, 174-77.

4. On July 11, 2019, the Receivership Court entered a Consolidated Receivership Order (CFTC Doc. 177) (the “**Consolidated Order**”), which combined and superseded two prior orders (CFTC Docs. 7 & 44) and is now the operative document governing the Receiver’s activities. The Receivership Court found that entry of the Consolidated Order was necessary and appropriate for the purposes of marshaling and preserving all assets, including in relevant part, assets that “were fraudulently transferred by the [CFTC] Defendants and/or [CFTC] Relief Defendants.” CFTC Doc. 177 at 2. The Receivership Court also expressly authorized the Receiver “to sue for and collect, recover, receive and take into possession all Receivership Property” (*id.* ¶ 8.B.) and “[t]o bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver” (*id.* ¶ 8.I.). Similarly, the Receivership Court authorized, empowered, and directed the Receiver to “prosecute” actions “of any kind as may in his discretion, and in consultation with the CFTC’s counsel, be advisable or proper to recover and/or conserve Receivership Property.” *Id.* ¶ 43.

5. The CFTC Action is stayed to protect an ongoing criminal investigation into Montie's and the other CFTC Defendants' activities by the Department of Justice through the United States Attorney's Office for the Middle District of Florida. As explained below, CFTC Defendant Anile has pled guilty to several felonies based, in relevant part, on his operation of the Oasis Entities as a classic Ponzi scheme. He is awaiting sentencing. CFTC Defendant DaCorta has also been indicted based on his fraudulent operation of the Oasis Entities. He is awaiting trial. Anile and DaCorta are hereinafter referred to collectively as the **"Insiders."** Montie and CFTC Defendants Duran and Haas have not yet been indicted, but the government's investigation is ongoing.

6. The Receiver's activities under the Consolidated Order are exempt from the stay. *See* CFTC Doc. 228. As such, on February 28, 2020, the Receiver moved the Receivership Court to authorize his filing of "clawback" litigation and to retain additional counsel to assist with the litigation, which motion the Receivership Court granted on April 13, 2020. CFTC Doc. 237. The Receiver files this complaint pursuant to that express authority, the Consolidated Order, the principles governing federal equity receiverships, and pertinent law, including the Florida Uniform Fraudulent Transfer Act, Fla. Stat. § 726.101, *et seq.* (**"FUFITA"**). Unlike most clawback defendants, the Receiver has additional claims against Montie due to Montie's ownership, along with the Insiders, of OIG.

7. Typically, the Receiver only seeks to recover any amount that exceeds a clawback defendant's principal investment, which amount is referred to as **"false profits"** because it was not derived from legitimate activity but from money the Ponzi perpetrators stole from defrauded investors. Here, the Receiver brings this action to recover all money

transferred to Montie by the Insiders through or on behalf of the Oasis Entities (or their fund administrator) because Montie cannot satisfy the statutory “good faith” defense applicable to fraudulent transfers. This scheme also included a multi-level-marketing component, and as a result, Montie received fraudulent transfers for recommending or convincing others to invest in the Oasis Entities.

8. In either case, the Receiver is entitled to recover the transfers, which are set forth in **Exhibit A**, under governing and well-settled law. That exhibit contains columns entitled “Date,” “Bank ID,” “Bank Account Name,” “Incoming Transfers,” and “Outgoing Transfers.” The “Date” column contains the date of each transfer, typically as detailed on pertinent bank statements. The “Bank ID” column lists the most proximate bank account associated with the transfer, and the “Bank Account Name” column identifies the entity that owned each account. The prefix “WF” means Wells Fargo Bank, the prefix “BOA” means Bank of America, and the prefix “Citi” means Citibank. The numbers following each prefix are the last four digits of the pertinent account. The “Incoming Transfers” column details the amount of each transfer from an account owned by Montie to an account owned by (or for the benefit of) the Oasis Entities. The “Outgoing Transfers” column details the opposite – *i.e.*, each transfer from an account owned by (or for the benefit of) the Oasis Entities to an account owned by Montie.

9. For example, the first entry on Exhibit A details a transfer on December 16, 2011 from an account owned by Montie to an account at Wells Fargo Bank (ending in 9302) in the name of Oasis Management, LLC and in the amount of \$38,900.00. Similarly, the third entry on Exhibit A details a transfer on February 3, 2012 from that same account to an

account owned by Montie in the amount of \$3,583.10. The sums of these transfers are identified on page 4 of Exhibit A. The transactions typically occurred by check or wire transfer, and the Receiver possesses the underlying documentation. Because that documentation contains personal financial information, it is not attached to this Amended Complaint, but courts have repeatedly held that the information in Exhibit A satisfies the pleading requirements for fraudulent transfers under the Federal Rules of Civil Procedure.

JURISDICTION AND VENUE

10. This court has personal jurisdiction over Montie pursuant to 28 U.S.C. § 754 and 28 U.S.C. § 1692, which provide jurisdiction over receivership property, including money and the individuals in possession of that money, and authorize nationwide service of process. The Receiver has complied with the statutory requirements.

11. In addition, there is complete diversity between the parties. On information and belief, Montie resides and is domiciled in New Hampshire and is a citizen of New Hampshire for diversity purposes. The Receiver resides and is domiciled in Florida. Therefore, the Receiver is a citizen of Florida for diversity purposes. More than \$75,000 is at issue in this action, exclusive of fees, costs, and interest.

12. The Court has also subject matter jurisdiction over this matter pursuant to 7 U.S.C. § 13a-1, 28 U.S.C. § 754, and principles of ancillary or supplemental jurisdiction under 28 U.S.C. § 1367. The Receiver brings this complaint to accomplish the objectives of the CFTC Action and the Consolidated Order and its predecessors, and this matter is thus ancillary to the Receivership Court's exclusive jurisdiction over the receivership estate.

13. Venue in this District and Division is proper under 28 U.S.C. § 754, as this proceeding is related to the CFTC Action pending in this District, and the Receiver was appointed in this District.

PARTIES AND RELATED INDIVIDUALS AND ENTITIES

14. Burton W. Wiand is the duly-appointed and acting Receiver for the Oasis Entities and other Receivership Defendants.

15. Raymond P. Montie III co-founded OIG with Anile and DaCorta and was a vice president as well as a principal shareholder and director. He was also OIG's executive director of sales. He is responsible for recruiting hundreds of investors into this Ponzi scheme and received transfers totaling approximately \$1.7 million from the scheme. Montie has never been registered with the Commission in any capacity.

16. Oasis International Group, Limited is a corporation formed in the Cayman Islands by DaCorta, Anile, and Montie, who were OIG's members – *i.e.*, owners. As further explained below, they also served on OIG's board of directors and operated OIG from its office at 444 Gulf of Mexico Drive, Longboat Key, Florida, which was purchased entirely with money they misappropriated from investors. OIG acted as a commodity pool operator by soliciting, receiving, and accepting funds purportedly for trading by a related company: first, Oasis Global FX, Limited and then Oasis Global FX, SA – *i.e.*, the “**Oasis Pools.**” These companies were registered in New Zealand and Belize, respectively, and were purportedly introducing brokers that would trade currencies or currency-related contracts. In truth, very little trading occurred, and almost all money allocated for that purpose was lost. OIG was not registered with the Commission in any capacity.

17. OIG is a creditor of, at minimum, the Insiders under pertinent fraudulent transfer law. OIG is entitled to the relief sought in this Amended Complaint because it had innocent shareholders during the scheme. Specifically, at least six innocent shareholders owned a portion of the company's common stock when it was formed. They were unaware of the CFTC Defendants' wrongdoing. Eventually, more than 60 individuals and/or entities became preferred shareholders in OIG, and nearly all of them were similarly unaware of the CFTC Defendants' wrongdoing. The Consolidated Order and its predecessors subsequently transferred control of OIG to the Receiver, who has also executed documents to convey ownership from DaCorta, Anile, and Montie. As such, the Receiver now both owns and controls OIG, which under pertinent law, has been cleansed of the CFTC Defendants' wrongdoing and is thus entitled to damages and the return of fraudulently transferred funds.

18. Oasis Management, LLC is a Wyoming limited liability corporation formed in November 2011. DaCorta controlled Oasis Management and its bank accounts. Oasis Management acted as a commodity pool operator for the Oasis Pools by accepting and receiving funds from pool participants. As set forth in Exhibit A, many of the fraudulent transfers the Receiver seeks to recover were made from Oasis Management's bank accounts. Oasis Management was not registered with the Commission in any capacity.

19. Oasis Management is a creditor of, at minimum, the Insiders under pertinent fraudulent transfer law. Like OIG, it had shareholders in the form of limited partners who executed limited partnership agreements. These shareholders/limited partners were unaware of the CFTC Defendants' misconduct. The Consolidated Order and its predecessors eventually transferred control of Oasis Management to the Receiver. As such, the Receiver

now both owns and controls Oasis Management, which under pertinent law, has been cleansed of the CFTC Defendants' wrongdoing and is thus entitled to damages and the return of fraudulently transferred funds.

20. Michael J. DaCorta was a resident of Lakewood Ranch, Florida (where he lived in a lavish home purchased entirely with investor funds). In 2006, DaCorta was listed with the National Futures Association ("NFA") as a principal and registered with the Commission as an associated person of a registered commodity trading advisor, but he withdrew his listing and registration as part of a 2010 settlement with the NFA. He was also permanently banned from registering with the Commission in any capacity.

21. On January 7, 2010, DaCorta filed a Chapter 7 petition in the United States Bankruptcy Court for the Southern District of New York. He listed almost \$600,000 in debt, including delinquent credit card payments and unpaid property taxes. He also disclosed ownership of two businesses – Strata Capital, Inc. and DaCorta Group, Inc. d/b/a International Currency Traders, Ltd. ("ICT") – both of which he valued at only \$1.00. Prior to DaCorta's bankruptcy, ICT failed, and its trading accounts were terminated, causing massive losses for its customers. On April 8, 2010, a lawsuit was filed against DaCorta and ICT, which was addressed through his bankruptcy proceeding. *See Giudice v. DaCorta, et al.*, Case No. 1:10-cv-03028-VM (S.D.N.Y. 2010).

22. On April 9, 2014 (years after he began this scheme), a foreclosure action was filed against DaCorta with respect to property he owned in New York. *See Goshen Mortgage LLC v. DaCorta et al.*, Case No. 03-2014-50105 (N.Y. Sup. Ct. 2014). All or almost all this information was available to the public and thus to DaCorta's business

partners, including Montie. As alleged in more detail below, Montie had actual knowledge of DaCorta's checkered past yet repeatedly and falsely touted him as a successful trader with a figurative "printing press" for making money.

23. DaCorta co-founded OIG with Anile and Montie in 2013. At all relevant times, he was a principal shareholder and director of OIG. He was also the chief executive officer and the chief investment officer and opened and was the sole signatory on Oasis Management's bank accounts.

24. Joseph S. Anile, II was a resident of Sarasota, Florida (where he also lived in a lavish home purchased entirely with investor funds). Anile co-founded OIG with DaCorta and Montie and was its president as well as a principal shareholder and director. Anile controlled OIG's bank accounts. Additionally, Anile opened trading accounts for the Oasis Pools. Anile assisted in facilitating real estate purchases with pool funds and making non-forex investments with pool funds. Anile has never been registered with the Commission in any capacity.

25. As a member (*i.e.*, owner), officer, and director of OIG, Montie had the duty, authority, and opportunity to access, review, and monitor the company's bank and trading accounts. He also had the duty, authority, and opportunity to be a signatory on the accounts. At best, Montie abdicated those duties to Anile, and made false representations to hundreds of investors for years without ever examining a single bank or trading statement, which would have revealed the fraud underlying this Ponzi scheme. *See, e.g., infra* ¶ 41 & Ex. B. At worst, Montie knew of the fraud but chose to perpetuate the scheme in order to enrich

himself to the detriment of OIG and its creditors. In either case and as explained in more detail below, Montie breached his fiduciary duties to OIG and the other Oasis Entities.

26. Satellite Holdings Company is a South Dakota corporation formed in October 2014. CFTC Defendant Haas was Satellite Holdings' director. The company acted as a commodity pool operator by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. Haas assisted pool participants who wished to invest their retirement funds in the Oasis Pools. Haas has never been registered with the Commission in any capacity. Satellite Holdings is not registered with the Commission in any capacity.

27. Satellite Holdings is a creditor of, at minimum, the Insiders under pertinent fraudulent transfer law. The Consolidated Order and its predecessors transferred control of Satellite Holdings to the Receiver from Haas. As such, the Receiver now controls Satellite Holdings, which under pertinent law, has been cleansed of the Insiders' and Haas' wrongdoing and is thus entitled to the return of fraudulently transferred funds.

28. Finally, the Oasis Entities used a company called Fundadministration, Inc. and later known as Mainstream Fund Services, Inc. (collectively, "**Mainstream**") to, among other things, make transfers to investors. As demonstrated by Exhibit A, Montie received transfers from both Oasis Management and Mainstream (on behalf of Oasis Entities).

FACTS COMMON TO ALL CAUSES OF ACTION

29. Each of Montie, the Insiders, and the other CFTC Defendants defrauded investors through the Oasis Entities. No investor in the Oasis Entities received actual profits from forex trading because there were none. All purported trading gains were fabricated and fictitious because, among other reasons, the Oasis Entities only transferred approximately

\$19 million to their trading firm, and that firm never made any transfers back to the Oasis Entities (or their fund administrator). When the scheme collapsed, the trading firm held approximately \$2 million. In contrast, investors believed their accounts were collectively worth more than \$100 million. Many investors never received any transfers from the Oasis Entities, or they received transfers in an amount that was less than the amount they invested. As such, each of those investors suffered a net loss.

30. On the other hand, some investors received transfers from the Oasis Entities of purported trading profits, principal redemptions, and/or referral fees in an amount that exceeded the amount they invested. As such, each of those investors experienced a net gain – *i.e.*, false profits. Whether characterized as interest, principal, trading gains, spread income, referral fees or any other label, all transfers to investors (and Montie) were funded exclusively with money stolen from other investors. *See, e.g., infra* ¶ 41 & Ex. B. As such, the Insiders operated the Oasis Entities as a classic Ponzi scheme. *See, e.g., Wiand v. Lee*, 753 F.3d 1194, 1201 (11th Cir. 2014) (“A Ponzi scheme uses the principal investments of newer investors, who are promised large returns, to pay older investors what appear to be high returns, but which are in reality a return of their own principal or that of other investors.”).

31. As set forth in Exhibit A, Montie received \$620,805.69 in false profits (identified as “Net Transfers” on page 4 of the exhibit) and approximately \$1.7 million in total transfers. The Receiver seeks to avoid all transfers under FUFTA because Montie cannot satisfy the statutory “good faith” affirmative defense. In the alternative, the Receiver seeks disgorgement of the transfers pursuant to an equitable claim of unjust enrichment.

A. Montie And The Insiders Operated The Oasis Entities As A Common Enterprise

32. Although certain Oasis Entities had different owners, there was no meaningful distinction between them. For example, the sole purpose of Satellite Holdings was to funnel retirement money to OIG and Oasis Management. If an individual wanted to transfer retirement money from his or her IRA to the scheme, the individual would typically execute a “promissory note” with Satellite Holdings (signed by Haas), which would immediately execute a substantively identical “promissory note” with OIG (which Montie owned along with Anile and DaCorta).

33. Among other things, OIG, Oasis Management, and Satellite Holdings shared the same office and employees, commingled funds, and operated under one overarching name – “Oasis.” Additionally, DaCorta and/or Anile owned and controlled OIG (with Montie), Oasis Management, and the Oasis Pools. Haas owned and controlled Satellite Holdings, but also worked for OIG.

34. The Oasis Entities operated one common website located at www.oasisinternationalgroupltd.com.¹ According to this website, Oasis “provides an array of asset management and advisory services, including corporate finance and investment banking ... investment sales/trading and clearing services ... financial product development, and alternative investment products.” Investors could use the website to view their purported account balances. On a daily basis, those balances reflected allocations of so-called “spread” income the Ponzi perpetrators claimed to have earned through affiliates of the Oasis Entities

¹ Given the Receiver’s appointment and the collapse of the scheme, this website is no longer operational.

(*i.e.*, the Oasis Pools), but in truth, any purported spread income (approximately \$40 million) was subsumed by trading losses (approximately \$60 million). The data the website made available to investors was thus false and completely fabricated.

35. The website also had a banner prominently displayed across the bottom of each page, which stated:

The services and products offered by Oasis International Group Ltd. are *not being offered* within the United States (US) and [are] not being offered to US persons, as defined under US law. As such, should you reside in, or be a citizen, or a taxpayer of the US or any US territory, any email message received is not intended to serve as a solicitation or inducement on behalf of any of the aforementioned entities.

Despite this disclaimer, each of Montie, the Insiders, and the other CFTC Defendants solicited hundreds (if not thousands) of U.S. residents to invest in the Oasis Pools and collectively accepted funds from at least 700 U.S. residents. As a member (*i.e.*, owner), officer, and director of OIG, Montie had the duty, authority, and opportunity to access, review, and monitor the Oasis Entities' website and to ensure the accuracy of statements made to the public, including investors and potential investors. He also had a duty to ensure the Oasis Entities' compliance with governing laws and regulations. Montie knew the website was fraudulent and his activities were unlawful because he personally solicited American investors by mail, email, telephone, and even in person. He conducted these solicitations, in part, by inviting potential investors to his various homes in the United States, including a luxurious lake house.

36. OIG, Oasis Management, and Satellite Holdings had no policies, procedures, or financial controls, did not keep regular or accurate books and records, and did not prepare regular or accurate financial or pool performance statements. As a member (*i.e.*, owner),

officer, and director of OIG, Montie had the duty, authority, and opportunity to remedy each of these issues with respect to each of the Oasis Entities. As alleged in paragraph 64, for example, Montie knew of the issues because a potential investor raised identical concerns, but instead of investigating the problems, Montie and others ridiculed and ignored the individual's questions.

B. The Insiders Operated The Oasis Entities As A Ponzi Scheme

37. From as early as 2011 through April 2019, Montie, the Insiders, and others conspired to raise millions of dollars from approximately 700 investors on behalf of one or more of the Oasis Entities through the offer and sale of securities in the form of “partnership interests” and later “promissory notes” as part of a single, continuous Ponzi scheme (the “**scheme**”).

38. In relevant part, Montie, along with the Insiders and others, represented to investors and potential investors that their money would be used to trade forex contracts and to generate “spread income” by matching trades. Montie, the Insiders, and others guaranteed investors that the Oasis Pools would earn substantial income and, in fact, could not lose money using this purported strategy. More specifically, Montie, the Insiders, and others made material misrepresentations to investors, including that (a) all investor funds would be traded in forex; (b) investors would receive a minimum guaranteed annual return of 12%; (c) the Oasis Pools were always profitable, had made returns of approximately 22% in 2017 and approximately 21% in 2018; (d) the Oasis Pools never lost money; (e) returns were from profitable trading; (f) the Oasis Pools were “no risk” investments; (g) investors would receive additional returns by referring other investors; and (h) investments were secured by \$15-\$16

million in real estate owned by OIG. Investors transferred money to the Oasis Entities based on those representations.

39. The representations, however, were patently false, including that (a) tens of millions of dollars raised were used for Ponzi payments and unauthorized personal and business expenses; (b) investor returns were completely fraudulent and funded by Ponzi payments of new investor money repaying older investors; (c) the Oasis Pools were never profitable and had large negative returns in 2017 and 2018; (d) the Oasis Pools always lost money, including purported spread income; (e) returns were not from profitable trading, but were, again, Ponzi payments of new investor money repaying older investors; (f) the Oasis Pools were high risk investments that had a leverage ratio of 100:1; (g) investors' referral fees were, again, Ponzi payments of new investor money paying older investors; and (h) investments were not secured by \$15-\$16 million in real estate owned by OIG.

40. In truth, the Oasis Entities derived their assets from investors' principal investments, which were pooled and commingled in common accounts, including a single trading account. Specifically, the Receiver's forensic accountants have conducted a preliminary analysis of the principal bank account (0764 – the “**Account**”) through which the Insiders (via the Oasis Entities and their fund administrator) conducted transactions worth tens of millions of dollars to perpetrate and perpetuate the scheme. According to that preliminary analysis:

- the sole source of inflows to the Account appears to have been money, directly or indirectly, from defrauded investors;
- the Insiders (acting through Oasis Entities and their fund administrator) transferred more than \$19 million from the Account (and approximately only \$21.4 million in total) to ATC Brokers Ltd. (“**ATC**”) – a company organized

in the United Kingdom through which fraudulent and unprofitable trading occurred (as mentioned above, the Oasis Entities' ATC account only contained approximately \$2 million when the scheme collapsed);

- ATC never transferred any money back to the Account, which is reflected in both the fund administrator's and ATC's records – in other words, there were no profits;
- nevertheless, the Insiders and their fund administrator transferred millions of dollars from the Account to Montie (*see, e.g., infra* ¶ 41 & Ex. B), the CFTC Defendants, and other wrongdoers;
- the Insiders and their fund administrator also transferred millions of dollars from the Account to CFTC Relief Defendants and others to buy real estate (in which certain CFTC Defendants resided at the investors' expense) and gold and silver, which transactions were inconsistent with OIG's stated purpose; and finally
- the Insiders and their fund administrator transferred millions of dollars to investors from the Account, despite the lack of any trading profits from ATC.

In other words, the Insiders and their fund administrator used investor money to make payments to other investors without ever processing any actual trading profits. Again, that is the definition of a Ponzi scheme.

41. An examination of daily records further illustrates the scheme. For example, on January 7, 2019 (only weeks before the CFTC terminated this fraud), the opening balance of OIG "Account 8346" was \$5,228,038.91. (In comparison, OIG owed investors more than \$100 million, according to its records.) Mainstream received a \$1 million wire from two investors (who, according to the Receiver's records, lost approximately \$942,000 in the scheme) and immediately used that money (and more) to make 52 transfers to other investors, sales agents, and insiders, including \$58,395.64 to Montie. After these transfers, the balance of Account 8346 was \$4,971,382.51. *See, e.g., Exhibit B*. Montie, as the Oasis Entities' chief salesperson, conspired with others to lure new investors into the scheme, and

the Insiders and their fund administrator immediately transferred their money to prior investors, sales agents, and associated wrongdoers, including right back to Montie. The balance of Account 8346 at the end of January 7, 2019 was lower than the balance at the beginning of that day, and this pattern repeated itself until the CFTC terminated the fraud.

42. The Oasis Entities' investment returns and performance as represented to investors and potential investors from the inception of the scheme were false and were based on grossly overstated performance numbers created by the Insiders. The true results of the trading activity that occurred were never reported to investors or potential investors.

43. The Insiders caused the Oasis Entities to pay millions of dollars in fees and similar compensation, including to Montie. Because those fees were based on fabricated returns, the Insiders improperly and wrongfully diverted money from the Oasis Entities.

44. Aside from paying fees, the Insiders caused the Oasis Entities to make transfers to investors that the investment performance of the Oasis Entities and the Oasis Pools never supported. Through those transfers, the Insiders improperly and wrongfully diverted money from the Oasis Entities.

45. Similarly, following requests from investors for redemptions of their principal investments, the Insiders intentionally and wrongfully caused the Oasis Entities to pay relevant investors sums of money that were equivalent to all or part of the principal invested by those investors.

46. For investors who did not request distributions, fictitious trading and investment profits were "credited" to the investors' purported accounts with the Oasis Entities. These fictitious profits were likewise unsupported by the Oasis Entities' and the

Oasis Pools' investment performance and only served to further increase the Oasis Entities' insolvency.

47. These (and all other) transfers that the Insiders caused the Oasis Entities and their fund administrator to make to investors were paid from the fruits of the scheme. Specifically, they were paid almost exclusively from: (1) principal investment money from new investors; (2) existing investors' principal investment money; and (3) additional principal investment money from existing investors.

48. These distributions were not distributions of actual trading gains or of the recipients' principal investments. Indeed, there were no actual trading gains. All of the money transferred to ATC (which was only a fraction of the money raised) was lost with the exception of approximately \$2 million that was frozen and seized by the Department of Justice in cooperation with the United Kingdom's National Crime Agency.

49. Because the "account statements" and investor website did not reflect the true nature of the Insider's and the Oasis Entities' activities, by intentionally and wrongfully causing the Oasis Entities to pay those amounts to investors, the Insiders improperly diverted assets of the Oasis Entities to both perpetrate and perpetuate the scheme.

50. The investors relied upon the fictitious and overstated trading gains purportedly achieved by the Insiders (as represented to the investors by Montie and others) and the purported payment of principal redemptions upon request to make additional investments with the Insiders and the Oasis Entities and to refer friends, family, and business colleagues to do the same.

51. The principal investment money from new investors, the existing investors' principal investment money, and the existing investors' additional principal investment money should have been used for the stated purpose of the Oasis Entities' business, which was to conduct profitable forex trading.

52. The Oasis Entities were harmed by this unauthorized course of conduct, which was effectuated by Montie, the Insiders, and other CFTC Defendants through the Oasis Entities in furtherance of the scheme. This conduct dissipated assets of the Oasis Entities.

53. The negative cash flow of the Oasis Entities made the eventual collapse of the scheme inevitable.

C. Insider Anile's Guilty Plea and Insider DaCorta's Indictment

54. On August 8, 2019, defendant Anile pled guilty to three counts involving the scheme – (1) conspiracy to commit wire and mail fraud; (2) engaging in an illegal monetary transaction; and (3) filing a false income tax return. *See United States of America v. Joseph S. Anile, II*, Case No. 8:19-cr-334-T-35CPT (M.D. Fla.) (the “**Anile Criminal Action**” or “**ACA**”). A copy of Anile's plea agreement is attached as **Exhibit C**, which contains the following admissions:

From at least as early as November 2011, through and including at least April 18, 2019, in the Middle District of Florida, the defendant, Joseph S. Anile, II, conspired with others to commit wire fraud and mail fraud. The defendant and coconspirators made false and fraudulent representations to victim-investors and potential investors to persuade them to transmit their funds, via wire and mail, to entities and accounts controlled by conspirators to be traded in the foreign exchange market (“FOREX”). In fact, the defendant and coconspirators used only a portion of the victim-investors' funds for FOREX trading, and the trading resulted in losses which conspirators concealed. **They used the balance of the victim-investors' funds to make Ponzi-style payments, to perpetuate the scheme,** and for their own personal enrichment....

In soliciting investments, the defendant and coconspirators made multiple false and fraudulent representations and material omissions in their communications to victim-investors and potential investors. In particular, they promoted one of the conspirators as an experienced FOREX trader with a record of success, but concealed the fact that he had been permanently banned from registering with the CFTC and was prohibited from soliciting U.S. residents to trade in FOREX and from trading FOREX for U.S. residents in any capacity. They also fraudulently represented that: (a) conspirators did not charge any fees or commissions; (b) investors were guaranteed a minimum 12 percent per year return on their investments; (c) conspirators had never had a month when they had lost money on FOREX trades; (d) interest and principal payments made to investors were funded by profitable FOREX trading; (e) conspirators owned other assets sufficient to repay investors' principal investments; and (f) an investment with conspirators was safe and without risk.

Ex. C at 26-28 (emphasis added). Anile's guilty plea has been accepted, and he is currently awaiting sentencing. Montie also made all the above-quoted representations, which Anile admits were fraudulent, to hundreds of investors and potential investors.

55. On December 17, 2019, a federal grand jury returned a two-count indictment against defendant DaCorta, alleging conspiracy to commit wire and mail fraud as well as engaging in an illegal monetary transaction. *See United States of America v. Michael J. DaCorta*, Case No. 8:19-cr-605-T-02CPT (M.D. Fla.) (the "**DaCorta Criminal Action**" or "**DCA**"). A copy of the indictment is attached as **Exhibit D**. According to the grand jury, as early as November 2011, DaCorta entered into a conspiracy to defraud investors by making numerous fraudulent representations. *See DCA Doc. 1 ¶ 14b.-d.*

It was a further part of the conspiracy that conspirators would and did use funds "loaned" by victim-investors to: (i) conduct trades, via an offshore broker, in the FOREX market, which trades resulted in catastrophic losses; (ii) make Ponzi-style payments to victim-investors; (iii) pay expenses associated with perpetuating the scheme; and (iv) purchase million-dollar residential properties, high-end vehicles, gold, silver, and other liquid assets, to fund a lavish lifestyle for conspirators, their family members and friends, and otherwise for their personal enrichment.

Id. at ¶ 14k (emphasis added). As of this filing, DaCorta is awaiting trial. The government has not yet indicted CFTC Defendants Montie, Hass, or Duran, but its investigation remains open and ongoing.

D. Montie’s Pivotal Role In The Ponzi Scheme

56. As previously alleged, Montie was both an owner and director of OIG, but he was also its chief salesperson. No one is responsible for luring more investors into this fraud than Montie. He was so tragically successful because he has promoted similar ventures and purported investments his entire career. For example, Montie is affiliated with a multi-level-marketing company called Ambit Energy (“**Ambit**”) where, on information and belief, he has (or at least had) a “downline” containing more than 40,000 individuals. Montie used his contacts to promote the Oasis scheme. He even trained others and identified top performers. As a result, many people associated with Ambit also invested in the Oasis Entities.

The FBI Victim Statements

57. Numerous investors have provided information to law enforcement about how they became aware of the Oasis Entities, the amount of money each investor lost, and the impact of the loss on the investor – financially and otherwise. The information provided by investors highlights Montie’s pivotal role in perpetrating and perpetuating the scheme:

- A. D.B.² wrote: “I was invited on a call to listen to Ray Montie and Mike DaCorta. They said investment was as safe as a bank. Guaranteed 12%.” D.B. also reported that he lost \$300,000, which was his “life savings.”
- B. J.B. reported being solicited by Montie, losing approximately \$22,000 in her IRA and feeling “very stressful, sick to [her] stomach, worried, ... betrayed, [and] embarrassed.”

² Initials are used to protect the investors’ privacy.

- C. A.F. wrote: “My parents went to a meeting at Ray Montie[’s] house to listen to Mike DaCorta present the opportunity.” She also wrote: “I invested my entire life savings since I was born. I invested my money to help me pay for college loan interest payments over my 5 years masters program. Because I lost all my money, my parents have to take out more loans to help me. I have no money and have to work very hard. I work 4 part time jobs and have become an RA to make the ends meet.” She reports losing approximately \$22,000.
- D. K.D. reported that she invested \$10,000 directly through Ray Montie and lost that entire amount, which was “Very upsetting!” and “Devastating!” She “trusted” Montie and had planned to use the money for her child’s education.

The Fraudulent Conference Calls

58. Montie primarily lured investors into the Oasis scheme through meetings at his lavish homes, as reported by investor A.F. and others, and held dozens of conference calls attended by numerous participants. Some of those calls were recorded and thus documented Montie’s sales pitch. Montie generally introduced DaCorta as his partner and “dear friend” who (according to Montie) has years of experience in the investment business and who has traded in the past with great success, including for Montie personally. For example, in June 2017, Montie participated in a conference call with potential investors and made the following statements:

- “Mike explained to me how he’s got a printing press for money.”
- “Almost six year later, I’ve never had a down month with Mike. We’ve never lost money. We’ve only made money.”
- “I trust the guy with my life.”
- “I just can’t say enough good things about him.”

59. Not only are these ridiculous statements that no legitimate financial professional would ever make, they are also common signs of a Ponzi scheme, as courts have

repeatedly recognized. Montie knew his statements were false because he knew that DaCorta lost virtually everything, including investors' money, when his previous forex trading venture collapsed during the 2008 financial crisis.

60. For example, on June 27, 2013, DaCorta emailed Montie, Anile, and others, making grand predictions and promises regarding OIG. He concluded the email by thanking those he thought most responsible for launching the company, starting with Montie:

“My special thanks to Ray who really forced me back on the horse after a couple of years of being doubtful I could ever recover totally from 2008. Without Ray and his incredible positive outlook on life in general none of this would be happening. I firmly believe everything in life has a purpose and there is a greater plan. Without the struggles that 2008 created I most likely would never have become an Ambit consultant and this would not be happening right now! So once again thank you Ray and his fiancée Danielle who had enough trust in Ray’s judgment of me to give him the green light to get started!!”

Exhibit H (original punctuation). Both here and in the CFTC Action, Montie has portrayed DaCorta as “a master fraudster” (Doc. 9 at 17) and himself as an unsuspecting and unsophisticated casualty of DaCorta’s fraud, but contemporaneous communications tell a different story. In truth, DaCorta was permanently banned from registering with the Commission in any capacity after 2010 and essentially out of the financial industry until Montie “forced him back on the horse.” Montie brought DaCorta into his Ambit network, and together, they imposed devastating losses on those investors while enriching themselves.

61. Montie failed to disclose to those (and all other investors) that (1) DaCorta’s prior currency trading firm (ICT) failed, causing massive investor losses; (2) DaCorta filed bankruptcy in 2010 to avoid liabilities to his customers, including a federal lawsuit; (3) DaCorta previously lost hundreds of thousands of dollars in connection with a failed

investment company called Sierra Fund I (one-third of which Montie owned through a shell company); (4) DaCorta was not registered with the CFTC to trade commodities and, in fact, had been permanently barred from registering with the Commission in any capacity due to prior misconduct and the failure of ICT; and (5) DaCorta's house was in foreclosure when he left New York and moved to Florida. Put simply, DaCorta could not pay his own mortgage much less his obligations to others. This was all public information that Montie either knew or willfully ignored when he repeatedly told hundreds of investors that he would "trust" DaCorta "with [his] life." As a director and principal of OIG, Montie was obligated to know or at least inquire about and investigate the veracity of his statements, including these public and verifiable facts about DaCorta. This is particularly true given his close and unique access to DaCorta, and his actual knowledge of DaCorta's checkered past, as alleged above.

62. After Montie's fraudulently misleading or willfully ignorant introduction, DaCorta typically began a long (and largely false) description of his background and purported success in the investment world, including how DaCorta, Anile (whom DaCorta describes as a lawyer with impressive credentials but who is now an admitted felon), and Montie created OIG as an investment that would guarantee a minimum return of 1% per month plus other remuneration. They falsely told investors that, for example, the previous year produced more than a 20% return, and in the then-current year, the returns were already 17%. This pitch states there have never been losses, returns are guaranteed, and investments are not at risk because they are only "collateral." The profits are purportedly generated from trading currencies. As demonstrated by the collapse of the scheme and Anile's guilty plea, however, these representations were false but were nevertheless made by Montie and others.

The calls typically concluded with a “thank you” from DaCorta and directions from Montie or others regarding whom to contact to invest. Transcripts of four of these sales pitches are attached as **Exhibit E**. It appears that, at times, these conference calls occurred daily.

The \$20 Million Dollar Competition to Defraud

63. Another recording was made on October 30, 2018, which memorializes a conference call during which Montie and Haas spoke with other OIG salespeople about a contest they organized to bring \$20 million into OIG by December 31, 2018. As part of this contest, they advised that OIG would guarantee a 1.5% return in the next month, which should be emphasized to lure investors. Haas described how his mass contact with investors produced more investments overnight. A transcript of this call is attached as **Exhibit F**.

Mocking Legitimate Questions about the Scheme

64. In March 2018, a prospective investor emailed an OIG employee asking various due diligence questions about the Oasis Pools, including about the status of OIG’s registration with the National Futures Association, regulatory filings, and outside auditors. The OIG employee forwarded the email to Montie and DaCorta with flippant proposed responses. For example, in response to the investor’s question about NFA registration, the employee responded that OIG was “[r]egistered with the NRA [*i.e.*, National Rifle Association] instead.” Asked if there was a custodian that could independently confirm OIG’s assets, the employee responded that the custodian was “[t]oo small to reach the phone.” Asked why OIG was headquartered (legally, not physically) in the Cayman Islands when all of its investors were citizens of the United States, the employee responded: “Better Weather.” The potential investor’s questions were prescient, and the true answer to each is

simple – to conceal illegal activity. Montie, however, found the employee’s answers hilarious. He responded, “Love the answers [with two laughing emojis]” and took no steps to investigate the issues raised because he either already knew of the fraud or completely abdicated his fiduciary duties. Montie and DaCorta both responded to the OIG employee’s email, but no one is laughing now. A true and correct copy of this email chain is attached as **Exhibit G**.

Payment of Illegal Transaction-Based Compensation

65. In addition to telling potential investors that they would be participating in an investment that yielded a 20% annual return in the past and was currently yielding over 17%, Montie and others told investors that they could receive referral fees based on investments of victims they brought to OIG or Satellite Holdings. Indeed, on one call, Montie told potential investors that if they refer \$1 million, they will receive more than \$7,000 per month. This was transaction-based compensation resulting from successful sales of notes to new investors, and the compensation would continue as long as the investors maintained their investments with OIG or Satellite Holdings. Not only did Montie promote this illegal conduct, but he was also a major beneficiary of the referral compensation.

66. Primarily as a result of these activities, the scheme raised tens of millions from investor-victims. In addition to violating the CFTC Act and CFTC Regulations, this conduct constituted a massive distribution of unregistered securities in the form of “promissory notes” issued by OIG, Satellite Holdings, and Oasis Management. This unregistered offering was conducted in violation of Section 5 of the Securities Act and similar provisions of most state Blue Sky laws where the promissory notes (as well as

preferred stock and limited partnership interests) were sold. There is no exemption from registration available for the sale of these securities, and the perpetrators of this scheme never attempted to qualify for any exemption. The compensation for referrals is nothing but commissions paid to numerous individuals in violation of Section 15 of the Securities Exchange Act as well as most state Blue Sky laws. No entity involved with this scheme was registered as a securities broker-dealer nor were Montie or the others he recruited to sell the promissory notes registered with any state or with the Financial Industry Regulatory Authority, as required by federal and state law. As a director and officer of OIG, Montie had a duty to assure that such conduct did not occur, and his failure to do so caused investors to lose tens of millions of dollars.

67. Had Montie or the other perpetrators of this scheme complied with the registration provisions of the Securities Act or qualified for an exemption from federal and state registration laws, the investors would have, at minimum, been provided with the following information: (1) financial statements revealing the Oasis Entities' insolvency and lack of income; (2) trading records showing that only a small amount of invested money was ever traded, and all trading was unprofitable; (3) DaCorta's sordid financial background, banishment from the commodities industry, and history of failed businesses; (4) the misappropriation of millions of dollars by the CFTC Defendants through the CFTC Relief Defendants and others, including purchases of gold and silver, real estate for personal use, luxury automobiles, *etc.*; and (5) the true source of payments to investors – money stolen from other investors to perpetrate a Ponzi scheme.

68. All the matters listed above are material to any investor or potential investor. It is unlikely that anyone would have invested had they been dealt with honestly. Failing to disclose these matters is prohibited by Section 17 of the Securities Act and Section 10 of the Securities Exchange Act and the Blue Sky laws of various states. Montie and others had an affirmative obligation to make these disclosures because they were the owners and promoters of the issuers selling the securities. Montie's failure to do so is, at minimum, a breach of his fiduciary duties and the trust placed in him by hundreds of investors he led to ruin.

Illegal Solicitation of United States Citizens Within the United States

69. Before the Receiver's appointment, the Oasis website had a banner prominently displayed across the bottom of each page, which stated:

The services and products offered by Oasis International Group Ltd. are *not being offered* within the United States (US) and [are] not being offered to US persons, as defined under US law. As such, should you reside in, or be a citizen, or a taxpayer of the US or any US territory, any email message received is not intended to serve as a solicitation or inducement on behalf of any of the aforementioned entities.

70. As mentioned above, Montie personally offered OIG-related investments to hundreds of American citizens. As A.F. reported, Montie even invited potential investors to his homes, including (among others) his lavish lake house. The Receiver's review of investors' locations reveals a literal handful of individuals in Canada and other countries, but everyone else is located in the United States, which Montie knew because of his Ambit relationships and because he personally solicited the investors in the United States.

71. For his efforts, Montie received the transfers identified in Exhibit A, generally by check or wire transfer. Each "Outgoing Transfer" listed in the exhibit was deposited into an account owned by Montie or otherwise made payable to Montie, according to the Oasis

Entities' books and records and available bank statements. While Montie profited, all but a few of the investors in the Oasis Entities lost money.

COUNT I

Florida Statutes § 726: Uniform Fraudulent Transfer Act

72. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 71.

73. Because the Insiders intentionally and wrongfully caused the transfer to Montie of investors' commingled principal investment money as identified in Exhibit A under the circumstances alleged in this complaint, the Oasis Entities, through the Receiver, have a right to repayment of at least that amount from Montie.

74. In light of this right to repayment (and independently because the Insiders' conduct alleged in this complaint with respect to the Oasis Entities amounted to embezzlement, breach of fiduciary duty, breach of contract, fraud, and/or other violations of law), the Oasis Entities have a claim against the Insiders and are creditors of the Insiders under FUFTA. Accordingly, the Insiders are debtors under that act.

75. The transfers that the Insiders caused the Oasis Entities to make to Montie were inherently fraudulent because the transfers were made as part of the scheme.

76. Those transfers were fraudulent under Florida Statutes § 726.105(1)(a) because the Insiders caused Oasis Entities (directly or through their fund administrator) to make the transfers with actual intent to hinder, delay, or defraud creditors of the Insiders and/or the Oasis Entities.

77. Those transfers also were fraudulent under Florida Statutes § 726.105(1)(b) because: (a) the Insiders caused Oasis Entities to make those transfers; and (b)(i) the Insiders

and the Oasis Entities were engaged or were about to engage in a business or transaction for which their remaining assets were unreasonably small in relation to the business or transaction; or (ii) the Insiders intended that they and/or the Oasis Entities incur, or believed or reasonably should have believed they would incur, debts beyond their ability to pay as they became due.

78. Those transfers also were fraudulent under Florida Statutes § 726.106(1) because neither the Insiders nor the Oasis Entities received a reasonably equivalent value in exchange for the transfers, and the Insiders and the Oasis Entities were insolvent at all relevant times.

79. On behalf of the Oasis Entities from which money was transferred to Montie as identified in Exhibit A, the Receiver is entitled to avoid and recover transfers equal to, at minimum, the amount of false profits that the Insiders caused Oasis Entities to transfer to Montie (and to any other pertinent remedy, including those available under Florida Statutes § 726.108).

80. Because Montie cannot satisfy the statutory good faith affirmative defense to claims under Florida Statutes § 726.105(1)(a), the Receiver is also entitled to recover all transfers to Montie as identified in Exhibit A in the amount of approximately \$1.7 million.

81. On behalf of the other Oasis Entities, the Receiver is entitled to avoid and recover those transfers because (i) money was commingled among the Oasis Entities and (ii) the Insiders used the Oasis Entities as a single, continuous scheme.

WHEREFORE, the Receiver asks this Court to enter judgment against Montie avoiding transfers from the Oasis Entities as set forth in Exhibit A, together with interest and

costs, and for such other and further relief as the Court may deem just and proper.

COUNT II
Unjust Enrichment

82. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 71.

83. This unjust enrichment claim is asserted in the alternative, in the event the statutory remedy asserted in Count I does not provide an adequate remedy at law.

84. Montie received a benefit when, during the course of the scheme, the Insiders wrongfully caused Oasis Entities to transfer money to him as set forth in Exhibit A.

85. Montie knowingly and voluntarily accepted and retained a benefit in the form of those transfers or, at minimum, his false profits.

86. The circumstances alleged in this complaint render Montie's retention of that benefit inequitable and unjust, including to the investors of the Oasis Entities as a whole, so Montie must pay the Receiver, acting on behalf of the Oasis Entities, the value of the benefit received.

87. Montie has been unjustly enriched at the expense of the Oasis Entities (and, ultimately, their investors) in the amount of the transfers set forth in Exhibit A or, at minimum, his false profits, and the Oasis Entities, through the Receiver, are entitled to a judgment in those amounts.

88. The Receiver, on behalf of the Oasis Entities, is entitled to the return of that money through disgorgement or any other applicable remedy.

WHEREFORE, the Receiver asks this Court to enter judgment against Montie in the

amount of the transfers set forth in Exhibit A or, at minimum, his false profits, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

COUNT III

Breaches of Fiduciary Duty

89. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 71 and emphasizes paragraphs 56-71.

90. As an owner, director, and officer of OIG, Montie owed fiduciary duties to OIG, including the duties of care, loyalty, and good faith.

91. Those duties extended to the other Oasis Entities and the Oasis Pools because all of the entities were operated as a single, continuous Ponzi scheme. OIG also received commingled investor money from the other Oasis Entities, and Montie was responsible for the care and protection of those funds, given his role in the scheme.

92. OIG and the Oasis Entities reposed trust and confidence in Montie, and Montie had influence over OIG and the Oasis Entities.

93. Montie also had superior knowledge of, and access to, OIG's and the Oasis Entities' records and operations.

94. At best, Montie breached his duty of care to OIG and the Oasis Entities by completely abdicating his responsibilities to Anile, DaCorta, and others, who operated the Oasis Entities as a Ponzi scheme. Under this scenario, Montie served as an owner, officer, and director of OIG for years and took no steps whatsoever to investigate DaCorta's background, any of his trading activities, the existence of actual profits, related bank and

trading statements, the operations and financial condition of the Oasis Entities generally, their compliance with governing laws and regulations, or even the veracity of Montie's own statements to investors (which Anile has admitted were fraudulent).

95. At worst, Montie knew of the fraud and breached his fiduciary duties, including his duty of loyalty, by failing to disclose the fraud and by accepting the transfers set forth in Exhibit A, thus enriching himself at the expense of OIG and the other Oasis Entities. In either case, Montie is liable for his tortious conduct.

96. In addition, Montie breached his fiduciary duties by making false representations to investors. Courts have routinely held that investors in Ponzi schemes have fraud and other tort claims against the entities used to perpetrate the scheme. By making false representations to investors, Montie exposed OIG and the other Oasis Entities to liability for the investors' claims. Importantly, the Receiver is not asserting those investors' claims; rather, he is seeking to recover from Montie for the damage caused to OIG and the other Oasis Entities by his conduct.

97. As a direct and proximate result of the above, OIG and the other Oasis Entities suffered damages, which likely exceed \$50 million.

WHEREFORE, the Receiver asks this Court to enter judgment against Montie in an amount to be determined at trial, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

COUNT IV

Aiding and Abetting Breaches of Fiduciary Duty

98. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 71 and emphasizes paragraphs 56-71.

99. Like Montie, Anile and DaCorta owed fiduciary duties to OIG and the other Oasis Entities as their owners, directors, and officers.

100. OIG and the other Oasis Entities reposed trust and confidence in Anile and DaCorta, and they had influence over the Oasis Entities.

101. Anile and DaCorta also had superior knowledge of, and access to, OIG's and the other Oasis Entities' records and operations.

102. They indisputably breached those duties by engaging in the criminal conduct alleged in this complaint. Montie knew of or was willfully blind to that activity.

103. He nevertheless substantially assisted Anile's and DaCorta's breaches of fiduciary duty by repeating and, in fact, magnifying their fraudulent representations, thus growing the Ponzi scheme exponentially.

104. As a direct and proximate result of the above, OIG and the other Oasis Entities suffered damages, which likely exceed \$50 million.

WHEREFORE, the Receiver asks this Court to enter judgment against Montie in an amount to be determined at trial, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

Dated: July 7, 2020

Respectfully submitted,

s/ **Jared J. Perez**

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of July, 2020 I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which will send a notice of electronic filing.

/s/ **Jared J. Perez**

Jared J. Perez, FBN 0085192

EXHIBIT A

COMMODITY FUTURES TRADING COMMISSION V. OASIS INTERNATIONAL GROUP, LIMITED, ET AL
Case No. 8:19-cv-00886-VMC-SPF
United States District Court
Middle District of Florida
Tampa Division

Raymond Montie Transactions

Source: Bank Records

Date	Bank ID	Bank Account Name	Incoming Transfers	Outgoing Transfers
12/16/11	WF-9302	Oasis Management, LLC	\$ 38,900.00	\$ -
01/30/12	WF-9302	Oasis Management, LLC	50,000.00	-
02/03/12	WF-9302	Oasis Management, LLC	-	3,583.10
02/28/12	WF-9302	Oasis Management, LLC	20,000.00	-
04/02/12	WF-9302	Oasis Management, LLC	50,000.00	-
04/30/12	WF-9302	Oasis Management, LLC	50,000.00	-
05/30/12	WF-9302	Oasis Management, LLC	75,000.00	-
06/21/12	WF-9302	Oasis Management, LLC	-	820.00
06/28/12	WF-9302	Oasis Management, LLC	25,000.00	-
08/28/12	WF-9302	Oasis Management, LLC	100,000.00	-
04/01/13	WF-9302	Oasis Management, LLC	-	409.50
04/26/13	WF-9302	Oasis Management, LLC	-	315.00
05/30/13	WF-9302	Oasis Management, LLC	-	352.50
07/30/13	WF-9302	Oasis Management, LLC	-	390.13
07/30/13	WF-9302	Oasis Management, LLC	-	315.00
09/13/13	WF-9302	Oasis Management, LLC	-	318.00
11/04/13	WF-9302	Oasis Management, LLC	-	211.50
01/09/14	WF-9302	Oasis Management, LLC	-	185.03
01/09/14	WF-9302	Oasis Management, LLC	-	145.50
01/27/14	WF-9302	Oasis Management, LLC	-	451.81
01/27/14	BOA-8346	Fundadminstration Inc	-	302.47
04/28/14	WF-9302	Oasis Management, LLC	-	316.18
04/28/14	BOA-8346	Fundadminstration Inc	-	295.89
05/30/14	WF-9302	Oasis Management, LLC	-	123.83
06/19/14	WF 0957	Fundadminstration Inc F/B/O Oasis Global FX Limited	79,982.00	
06/30/14	WF-9302	Oasis Management, LLC	-	285.94
06/30/14	WF-9302	Oasis Management, LLC	-	114.83
08/13/14	BOA-8346	Fundadminstration Inc	-	299.18
10/28/14	BOA-8346	Fundadminstration Inc	-	302.47
02/03/15	BOA-8346	Fundadminstration Inc	-	302.47
03/26/15	WF-9302	Oasis Management, LLC	120,000.00	-
04/27/15	BOA-8346	Fundadminstration Inc	-	295.89
05/11/15	BOA-8346	Fundadminstration Inc	170,000.00	-
05/18/15	BOA-8346	Fundadminstration Inc	-	4,142.47
07/22/15	BOA-8346	Fundadminstration Inc	-	299.18
08/03/15	WF-9302	Oasis Management, LLC	-	4,389.65
08/03/15	BOA-8346	Fundadminstration Inc	-	4,188.49
10/19/15	BOA-8346	Fundadminstration Inc	-	302.47
10/26/15	BOA-8346	Fundadminstration Inc	200,000.00	-
01/29/16	BOA-8346	Fundadminstration Inc	-	302.47
05/05/16	BOA-8346	Fundadminstration Inc	-	298.36
10/05/16	BOA-8346	Fundadminstration Inc	-	298.36

COMMODITY FUTURES TRADING COMMISSION V. OASIS INTERNATIONAL GROUP, LIMITED, ET AL
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Middle District of Florida
Tampa Division

Raymond Montie Transactions

Source: Bank Records

Date	Bank ID	Bank Account Name	Incoming Transfers	Outgoing Transfers
11/07/16	BOA-8346	Fundadminstration Inc	-	301.64
12/23/16	BOA-8346	Fundadminstration Inc	50,000.00	-
02/06/17	BOA-8346	Fundadminstration Inc	-	301.64
08/09/17	WF-9302	Oasis Management, LLC	-	39,140.30
09/06/17	Citi-0764	Fundadminstration Inc F/B/O	-	17,455.84
11/20/17	Citi-0764	Fundadminstration Inc F/B/O	60,000.00	-
07/03/18	Citi-0764	Fundadminstration Inc F/B/O	-	25,000.00
09/05/18	Citi-0764	Fundadminstration Inc F/B/O	-	64,969.30
03/13/12	WF-9302	Oasis Management, LLC	-	4,202.50
04/06/12	WF-9302	Oasis Management, LLC	-	9,357.01
05/08/12	WF-9302	Oasis Management, LLC	-	19,175.78
05/30/12	WF-9302	Oasis Management, LLC	-	40,331.65
07/09/12	WF-9302	Oasis Management, LLC	-	87,299.97
08/17/12	WF-9302	Oasis Management, LLC	-	39,540.39
09/10/12	WF-9302	Oasis Management, LLC	-	37,516.87
10/05/12	WF-9302	Oasis Management, LLC	-	17,378.89
11/05/12	WF-9302	Oasis Management, LLC	-	23,308.05
11/16/12	WF-9302	Oasis Management, LLC	-	5,000.00
11/20/12	WF-9302	Oasis Management, LLC	-	400.00
12/03/12	WF-9302	Oasis Management, LLC	-	15,849.47
01/04/13	WF-9302	Oasis Management, LLC	-	7,284.55
02/06/13	WF-9302	Oasis Management, LLC	-	18,809.80
03/06/13	WF-9302	Oasis Management, LLC	-	22,508.55
04/10/13	WF-9302	Oasis Management, LLC	-	17,305.01
05/03/13	WF-9302	Oasis Management, LLC	-	19,156.64
06/06/13	WF-9302	Oasis Management, LLC	-	20,873.43
07/23/13	WF-9302	Oasis Management, LLC	-	16,689.86
09/06/13	WF-9302	Oasis Management, LLC	-	16,854.53
10/08/13	WF-9302	Oasis Management, LLC	-	11,017.75
11/20/13	WF-9302	Oasis Management, LLC	-	9,728.08
12/04/13	WF-9302	Oasis Management, LLC	-	7,634.38
02/06/14	WF-9302	Oasis Management, LLC	-	22,867.63
03/10/14	WF-9302	Oasis Management, LLC	-	6,986.88
03/10/14	BOA-8346	Fundadminstration Inc	-	4,234.52
04/23/14	WF-9302	Oasis Management, LLC	-	2,730.22
04/23/14	BOA-8346	Fundadminstration Inc	-	4,142.47
05/13/14	WF-9302	Oasis Management, LLC	-	6,364.62
06/17/14	WF-9302	Oasis Management, LLC	-	2,545.94
07/14/14	WF-9302	Oasis Management, LLC	-	5,149.61
08/06/14	BOA-8346	Fundadminstration Inc	-	4,188.49
10/06/14	BOA-8346	Fundadminstration Inc	-	12,500.00
10/14/14	WF-9302	Oasis Management, LLC	-	2,355.47
10/30/14	BOA-8346	Fundadminstration Inc	-	4,234.52

COMMODITY FUTURES TRADING COMMISSION V. OASIS INTERNATIONAL GROUP, LIMITED, ET AL
Case No. 8:19-cv-00886-VMC-SPF
United States District Court
Middle District of Florida
Tampa Division

Raymond Montie Transactions

Source: Bank Records

Date	Bank ID	Bank Account Name	Incoming Transfers	Outgoing Transfers
11/25/14	WF-9302	Oasis Management, LLC	-	5,056.36
01/21/15	WF-9302	Oasis Management, LLC	-	5,180.74
01/21/15	BOA-8346	Fundadminstration Inc	-	4,234.52
02/25/15	WF-9302	Oasis Management, LLC	-	5,727.25
04/10/15	WF-9302	Oasis Management, LLC	-	5,933.58
06/12/15	WF-9302	Oasis Management, LLC	-	4,263.96
08/25/15	WF-9302	Oasis Management, LLC	-	6,045.34
10/05/15	WF-9302	Oasis Management, LLC	-	3,059.98
10/26/15	WF-9302	Oasis Management, LLC	-	2,010.12
10/26/15	BOA-8346	Fundadminstration Inc	-	4,234.52
12/21/15	WF-9302	Oasis Management, LLC	-	2,347.59
01/20/16	WF-9302	Oasis Management, LLC	-	4,069.36
01/20/16	BOA-8346	Fundadminstration Inc	-	4,234.52
02/19/16	WF-9302	Oasis Management, LLC	-	7,959.90
02/22/16	BOA-8346	Fundadminstration Inc	-	210,000.00
03/24/16	WF-9302	Oasis Management, LLC	-	10,675.87
04/15/16	BOA-8346	Fundadminstration Inc	-	268,946.30
04/22/16	WF-9302	Oasis Management, LLC	-	5,973.30
04/22/16	BOA-8346	Fundadminstration Inc	-	4,177.05
05/24/16	WF-9302	Oasis Management, LLC	-	6,035.32
06/28/16	WF-9302	Oasis Management, LLC	-	4,626.42
07/20/16	WF-9302	Oasis Management, LLC	-	6,306.06
08/25/16	WF-9302	Oasis Management, LLC	-	8,737.21
10/05/16	WF-9302	Oasis Management, LLC	-	5,823.47
10/21/16	WF-9302	Oasis Management, LLC	-	7,373.21
11/18/16	WF-9302	Oasis Management, LLC	-	11,322.00
12/23/16	WF-9302	Oasis Management, LLC	-	4,780.01
01/25/17	WF-9302	Oasis Management, LLC	-	5,657.73
02/23/17	WF-9302	Oasis Management, LLC	-	4,543.10
03/29/17	WF-9302	Oasis Management, LLC	-	11,217.56
04/18/17	WF-9302	Oasis Management, LLC	-	2,554.73
05/08/17	WF-9302	Oasis Management, LLC	-	2,758.17
06/16/17	WF-9302	Oasis Management, LLC	-	3,231.74
07/12/17	WF-9302	Oasis Management, LLC	-	1,051.08
08/07/17	WF-9302	Oasis Management, LLC	-	4,089.47
09/12/17	WF-9302	Oasis Management, LLC	-	3,318.20
10/03/17	Citi-0764	Fundadminstration Inc F/B/O	-	10,973.15
10/10/17	WF-9302	Oasis Management, LLC	-	2,489.16
11/15/17	WF-9302	Oasis Management, LLC	-	3,152.29
12/12/17	WF-9302	Oasis Management, LLC	-	1,625.53
01/02/18	WF-9302	Oasis Management, LLC	-	1,286.13
02/05/18	Citi-0764	Fundadminstration Inc F/B/O	-	15,000.00
02/16/18	WF-9302	Oasis Management, LLC	-	5,286.02

COMMODITY FUTURES TRADING COMMISSION V. OASIS INTERNATIONAL GROUP, LIMITED, ET AL
Case No. 8:19-cv-00886-VMC-SPF
United States District Court
Middle District of Florida
Tampa Division

Raymond Montie Transactions

Source: Bank Records

Date	Bank ID	Bank Account Name	Incoming Transfers	Outgoing Transfers
03/05/18	Citi-0764	Fundadminstration Inc F/B/O	-	9,156.28
03/15/18	WF-9302	Oasis Management, LLC	-	3,852.70
04/03/18	Citi-0764	Fundadminstration Inc F/B/O	-	6,430.48
04/09/18	WF-9302	Oasis Management, LLC	-	3,410.84
04/30/18	Citi-0764	Fundadminstration Inc F/B/O	-	30,000.00
05/14/18	WF-9302	Oasis Management, LLC	-	1,914.29
06/06/18	Citi-0764	Fundadminstration Inc F/B/O	-	9,835.11
06/08/18	WF-9302	Oasis Management, LLC	-	2,290.84
10/02/18	Citi-0764	Fundadminstration Inc F/B/O	-	56,212.40
11/05/18	Citi-0764	Fundadminstration Inc F/B/O	-	9,363.00
12/06/18	Citi-0764	Fundadminstration Inc F/B/O	-	63,709.42
01/07/19	Citi-0764	Fundadminstration Inc F/B/O	-	58,395.64
02/08/19	Citi-0764	Fundadminstration Inc F/B/O	-	40,698.75
Total Transfers			1,088,882.00	1,709,687.69
Net Transfers				\$ (620,805.69)

EXHIBIT B

OASIS - Citibank N.A.1/7/2019USD

REDACTED 8346- OASIS INTL GROUP LTD

OPENING BALANCE	<u>\$5,228,038.91</u>
ACTIVITY	
Wire from Randall and Bambi Palloto	\$1,000,000.00
Int'l Funds Transfer-Citibusiness O/L	(\$2,927.20)
BA FUNDS TRN OUT WIRE TO Ivan Michelena	(\$500.00)
BA FUNDS TRN OUT WIRE TO William Beyer	(\$800.00)
Wire to Joseph & Geraldine Contoursi	(\$800.00)
BA FUNDS TRN OUT WIRE TO Michael P. Heaney	(\$812.72)
BA FUNDS TRN OUT WIRE TO Steven Holmes	(\$1,000.00)
BA FUNDS TRN OUT WIRE TO Shawn Marhsall	(\$1,000.00)
BA FUNDS TRN OUT WIRE TO Kayla Crowley	(\$1,492.12)
BA FUNDS TRN OUT WIRE TO Nancy Stedman	(\$1,500.00)
Wire to Joseph and Lynne LaVecchia	(\$1,624.64)
BA FUNDS TRN OUT WIRE TO Pamela A. Lynch	(\$1,800.00)
BA FUNDS TRN OUT WIRE TO Roy L. Davidson	(\$2,200.00)
Wire to Family First Federal Credit Union	(\$2,700.00)
BA FUNDS TRN OUT WIRE TO Life's Elements Inc	(\$3,000.00)
Wire to Debra and Roger Stutzman	(\$3,500.00)
BA FUNDS TRN OUT WIRE TO Charles C Huckabee	(\$4,000.00)
BA FUNDS TRN OUT WIRE TO Chad Hicks	(\$4,052.98)
Wire to Dollhouse Properties LLC	(\$4,500.00)
Wire to Bonnie Lee Remick, Trustee	(\$5,000.00)
BA FUNDS TRN OUT WIRE TO Never Again LLC	(\$5,250.00)
Wire to Wesley W. Oswald & Mary jo Oswald	(\$5,500.00)
BA FUNDS TRN OUT WIRE TO Don Boyd	(\$6,700.00)
Wire to George and Nichole Marrazzo	(\$6,791.35)
BA FUNDS TRN OUT WIRE TO Vincent Raia	(\$6,855.60)
BA FUNDS TRN OUT WIRE TO Henry Rojas	(\$7,000.00)
BA FUNDS TRN OUT WIRE TO Rocco Garbellano	(\$7,131.80)
BA FUNDS TRN OUT WIRE TO Lance Wren	(\$8,000.00)
Wire to Central Bank of St. Louis	(\$8,460.93)
Wire to David D. and Sandra H Ogletree	(\$9,000.00)
BA FUNDS TRN OUT WIRE TO David Lipinczyk	(\$10,000.00)
Wire to Timothy and Sonja Devine	(\$10,000.00)
Wire to MCN Management Advisors Inc.	(\$10,000.00)
Wire to Clark Asset Management Co.	(\$12,000.00)
BA FUNDS TRN OUT WIRE TO Glidant LLC	(\$12,949.85)
BA FUNDS TRN OUT WIRE TO I.W. Land Partners	(\$13,480.25)
BA FUNDS TRN OUT WIRE TO Michael Squillante	(\$14,000.00)
BA FUNDS TRN OUT WIRE TO Benedetto Dalia	(\$14,317.37)
BA FUNDS TRN OUT WIRE TO Constantinos Nicolaou	(\$15,000.00)
Wire to Elysium International Group, LLC	(\$15,000.00)
BA FUNDS TRN OUT WIRE TO Deborah Burke	(\$15,214.68)
BA FUNDS TRN OUT WIRE TO Michael Moran	(\$17,000.00)
Wire to Kerrigan Management Inc.	(\$17,500.00)
Wire to Lloyd E.Lyle DBA Beale	(\$18,064.16)

MS0000010030

Wire to Voyager GatewayEnterprises LLC	(\$20,000.00)
Wire to New Horizon Capital Ventures Inc.	(\$25,000.00)
BA FUNDS TRN OUT WIRE TO Gil and Charis Wilson	(\$25,000.00)
BA FUNDS TRN OUT WIRE TO Plana LLC	(\$44,583.90)
BA FUNDS TRN OUT WIRE TO Ray Montie III	(\$58,395.64)
Wire to Stephen and Carlene Peterson	(\$76,000.00)
BA FUNDS TRN OUT WIRE TO Michael DeYoung	(\$192,251.21)
BA FUNDS TRN OUT WIRE TO Donald J Carter Jr	(\$250,000.00)
BA FUNDS TRN OUT WIRE TO Kevin A. Kerrigan	(\$257,000.00)
CLOSING BALANCE	<u>\$4,971,382.51</u>

REDACTED 9550- OASIS GLOBAL FX S.A.

OPENING BALANCE	\$10,000.00
ACTIVITY	
CLOSING BALANCE	<u>\$10,000.00</u>

REDACTED 9631- OASIS GLOBAL (NEVIS) LTD

OPENING BALANCE	\$10,000.00
ACTIVITY	
CLOSING BALANCE	<u>\$10,000.00</u>

TOTAL HELD IN ESCROW \$4,991,382.51

EXHIBIT C

AF Approval



Chief Approval



UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 8:19-cr-334-T-35CPT

JOSEPH S. ANILE, II

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Maria Chapa Lopez, United States Attorney for the Middle District of Florida, and the defendant, Joseph S. Anile, II, and the attorney for the defendant, Gerard Marrone, mutually agree as follows:

A. Particularized Terms

1. Count(s) Pleading To

The defendant shall enter a plea of guilty to Counts One, Two and Three of the Information. Count One charges the defendant with conspiracy to commit wire fraud and mail fraud, in violation of 18 U.S.C. § 1349. Count Two charges the defendant with an illegal monetary transaction, in violation of 18 U.S.C. § 1957. Count Three charges the defendant with filing a false income tax return, in violation of 26 U.S.C. § 7206(1).

Defendant's Initials



2. Maximum Penalties

Count One carries a maximum sentence of 20 years of imprisonment, a fine of \$250,000 or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater, a term of supervised release of three years, and a special assessment of \$100 per felony count for individuals. Count Two carries a maximum sentence of 10 years of imprisonment, a fine of \$250,000 or twice the amount of the criminally derived property involved in the transaction, a term of supervised release of three years, and a special assessment of \$100 per felony count for individuals. Count Three carries a maximum sentence of three years of imprisonment, a fine of \$100,000, a term of supervised release of one year, and a special assessment of \$100 per felony count for individuals. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense(s), and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense(s), or to the community, as set forth below.

3. Elements of the Offenses

The defendant acknowledges understanding the nature and elements of the offenses with which defendant has been charged and to which defendant is pleading guilty.

The elements of Count One are:

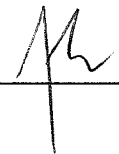
- First: Two or more persons, in some way or manner, agreed to try to accomplish a common and unlawful plan to commit wire fraud or mail fraud, as charged in the Information;
- Second: The defendant knew of it; and
- Third: The defendant knowingly and voluntarily joined it.

The elements of Count Two are:

- First: The defendant knowingly engaged or attempted to engage in a monetary transaction;
- Second: The defendant knew the transaction involved property or funds that were the proceeds of some criminal activity;
- Third: The property had a value of more than \$10,000;
- Fourth: The property was in fact proceeds of wire fraud or mail fraud, the specified unlawful activity alleged in the Information; and
- Fifth: The transaction took place in the United States.

The elements of Count Three are:

- First: The defendant made or caused to be made a U.S. Individual Income Tax Return, IRS Form 1040 for the year 2017;
- Second: The tax return contained a written declaration that it was made under the penalty of perjury;



Third: When the defendant made or helped to make the tax return,
he knew it contained false material information;

Fourth: When the defendant did so, he intended to do something he
knew violated the law;

Fifth: The false matter in the tax return related to a material
statement.

4. Indictment Waiver

Defendant will waive the right to be charged by way of indictment
before a federal grand jury.

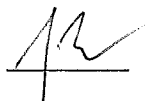
5. No Further Charges

If the Court accepts this plea agreement, the United States
Attorney's Office for the Middle District of Florida agrees not to charge defendant
with committing any other federal criminal offenses known to the United States
Attorney's Office at the time of the execution of this agreement, related to the
conduct giving rise to this plea agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663A(a) and (b), defendant agrees to make
full restitution to the victim-investors in this case.

Defendant's Initials



7. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

8. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant

complies with the provisions of USSG §3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

9. Upward Departure

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States does not oppose the defendant's request to the Court that in sentencing the defendant the Court not depart upward from the applicable sentencing guideline range.

10. Cooperation - Substantial Assistance to be Considered

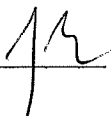
Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges

Defendant's Initials



in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of

Defendant's Initials



Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

11. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

12. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide

full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by recision of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony

charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

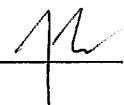
13. Taxes - Payment and Cooperation

The defendant agrees to pay all taxes, interest, and penalties found to be lawfully owed and due to the Internal Revenue Service for the years 2016 through and including 2018, and to cooperate with and provide to the Internal Revenue Service any documentation necessary for a correct computation of all taxes due and owing for those years, and further agrees that the Court may make this term a condition of any sentence of probation or supervised release.

14. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C) and 982(a)(1), and 28 U.S.C. § 2461(c), whether in the possession or control of the United States, the defendant, or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the following: an order of forfeiture in the amount of \$3,283,467, which represents the proceeds the defendant admits he obtained, as the result of the commission of the offenses to which the defendant is pleading guilty, as well as the following assets which were purchased or funded with proceeds of the offenses to which the defendant is to plead guilty:

- a. All funds in any foreign exchange market accounts established by the defendant and/or Oasis International Group, Ltd., Oasis Management, LLC, Oasis Global FX,



Ltd., and/or Oasis Global, S.A., to receive proceeds of the offenses;

- b. 2015 Mercedes-Benz SLK350, Vehicle Identification Number: WDDPK5HA8FF099097;
- c. 2016 Mercedes-Benz GLE400, Vehicle Identification Number: 4JGDA5GB5GA622371;
- d. 2015 Ferrari Convertible California T, Vehicle Identification Number: ZFF77XJA3F0208054;
- e. Real Property located at 13318 Lost Key Place, Lakewood Ranch, Florida 34202, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

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.

Property ID Number: 5885.0870/9.

- f. Real Property located at 6922 LaCantera Circle, Lakewood Ranch, Florida 34202, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

LOT 5, LAKEWOOD RANCH COUNTRY CLUB VILLAGE, SUBPHASE MM, A/KIA LACANTERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 48, PAGES 146 THROUGH 164, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

Property ID Number: 587304259.

- g. Real Property located at 444 Gulf of Mexico Drive, #3, Longboat Key, Florida 34228, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

UNIT 3, SAILBOAT SQUARE, A CONDOMINIUM ACCORDING TO DECLARATION OF CONDOMINIUM, RECORDED IN OR BOOK 3075, PAGE 826, AS AMENDED FROM TIME TO TIME, AND AS PER PLAT THEREOF RECORDED IN CONDOMINIUM BOOK 32, PAGES 24, 24A, 24B AND 24C, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

TOGETHER WITH:

PARKING SPACES 35 THROUGH 42, INCLUSIVE AND 108 THROUGH 121, INCLUSIVE, AND BOAT SLIPS 3 AND 4 WITH THE DOCK LYING BETWEEN THOSE BOAT SLIPS.

Property ID Number: 0012043003.

- h. Real Property located at 16804 Vardon Terrace, #108, Bradenton, Florida 34211, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

Unit No. 218, in Building 2, of Phase 2, of Terrace I at Lakewood National, a Phase Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2685, Page 5583, of the Public Records of Manatee County, Florida, as amended.

Property ID Number: 581533109.

- i. Real Property located at 16904 Vardon Terrace, #106, Bradenton, Florida 34211, including all improvements

thereon and appurtenances thereto, the legal description for which is as follows:

Unit 416, in Building 4, of Phase 2 of Terrace II at Lakewood National, a Phase Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2701, Page 3685, of the Public Records of

Manatee County, Florida, as amended.
Property ID Number: 581545959.

- j. Real Property located at 17006 Vardon Terrace, #105, Bradenton, Florida 34211, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

Unit 515, in Building 5, of Phase I of Terrace III at Lakewood National, a Phase Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2740, Page 4940, of the Public Records of Manatee County, Florida, as amended.

Property ID Number: 581547459.

- k. Real Property located at 4058 Founders Club Drive, Sarasota, Florida 34240, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

LOT D-5, FOUNDERS CLUB, A SUBDIVISION,
ACCORDING TO THE PLAT THEREOF RECORDED
IN PLAT BOOK 44, PAGE 30, OF THE PUBLIC
RECORDS OF SARASOTA COUNTY, FLORIDA.

Property ID Number: 0220-03-0023.

- l. Real Property located at 4064 Founders Club Drive, Sarasota, Florida 34240, including all improvements thereon and

appurtenances thereto, the legal description for which is as follows:

LOT D-4, FOUNDERS CLUB, A SUBDIVISION,
ACCORDING TO THE PLAT THEREOF RECORDED
IN PLAT BOOK 44, PAGE 30, OF THE PUBLIC
RECORDS OF SARASOTA COUNTY, FLORIDA.

Property ID Number: 0220030024;

- m. Real Property located at 7312 Desert Ridge Glen, Lakewood Ranch, Florida 34202, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

LOT 8, BLOCK A, LAKEWOOD RANCH COUNTRY
CLUB VILLAGE, SUBPHASE V A/K/A LEGEND'S
WALK & SUBPHASE W A/K/A KINGSMILL,
ACCORDING TO THE MAP OR PLAT THEREOF, AS
RECORDED IN PLAT BOOK 40, PAGE(S) 149, OF THE
PUBLIC RECORDS OF MANATEE COUNTY,
FLORIDA.

Property ID Number: 588511909.

- n. Approximately 200, one ounce gold coins, seized from 4064 Founders Club Drive, Sarasota, Florida on or about April 18, 2019;
- o. Approximately 100, one hundred ounce silver bars, seized from 4064 Founders Club Drive, Sarasota, Florida on or about April 18, 2019; and
- p. Approximately \$62,750.00 in U.S. Currency, seized from 4064 Founders Club Drive, Sarasota, Florida on or about April 18, 2019.

The defendant admits that the 2015 Ferrari California T was also involved in the



violation of 18 U.S.C. § 1957 to which he is to plead guilty. The net proceeds from the forfeiture and sale of any specific asset(s) will be credited to and reduce the amount the United States shall be entitled to forfeit as substitute assets pursuant to 21 U.S.C. § 853(p).

The defendant acknowledges and agrees that (1) the defendant obtained \$3,283,467 as a result of the commission of the offenses and (2) as a result of the acts and omissions of the defendant, the proceeds not recovered by the United States through the forfeiture of the directly traceable assets listed herein have been transferred to third parties and cannot be located by the United States upon the exercise of due diligence. Therefore, the defendant agrees that, pursuant to 21 U.S.C. § 853(p), the United States is entitled to forfeit any other property of the defendant (substitute assets), up to the amount of proceeds the defendant obtained, as the result of the offense(s) of conviction and, further, the defendant consents to, and agrees not to oppose, any motion for substitute assets filed by the United States up to the amount of proceeds obtained from commission of the offense(s).

The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence and the United States shall not be limited to the forfeiture of the substitute assets, if any, specifically listed in this plea agreement.

Defendant's Initials 13

The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil, judicial or administrative forfeiture action. The defendant also agrees to waive all constitutional, statutory and procedural challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all property subject to forfeiture (including substitute assets) and to transfer custody of such property to the United States before the defendant's sentencing. To that end, the defendant agrees to make a full and complete disclosure of all

assets over which defendant exercises control, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to the forfeitable assets before the defendant's sentencing. In addition to providing full and complete information about forfeitable assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for acceptance of

responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

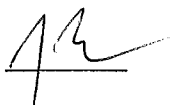
Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including the forfeiture of any substitute assets, is final.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters



a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (28 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. To ensure that this obligation is satisfied, the Defendant agrees to deliver a check or money order to the Clerk of the Court in the amount of \$300 payable to "Clerk, U.S. District Court" within ten days of the change of plea hearing.

The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit

reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the

Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

Defendant's Initials JR

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath,

Defendant's Initials 42

on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth below are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

FACTS

From at least as early as November 2011, through and including at least April 18, 2019, in the Middle District of Florida, the defendant, Joseph S. Anile, II, conspired with others to commit wire fraud and mail fraud. The defendant and coconspirators made false and fraudulent representations to victim-investors and potential investors to persuade them to transmit their funds, via wire and mail, to entities and accounts controlled by conspirators to be traded in the foreign exchange market ("FOREX"). In fact, the defendant and coconspirators used only a portion of the victim-investors' funds for FOREX trading, and the

trading resulted in losses which conspirators concealed. They used the balance of the victim-investors' funds to make Ponzi-style payments, to perpetuate the scheme, and for their own personal enrichment.

Specifically, the defendant, a resident of Sarasota and a licensed attorney, created offshore entities, secured broker-dealer licenses, drafted promissory notes and disclosures, monitored incoming wire transactions, directed outgoing wire transactions and, among other conduct, interacted with victim-investors in order to carry out the scheme. He was a co-founder, director, and president of Oasis International Group, Ltd. ("OIG"). He also created and/or controlled 444 Gulf of Mexico Drive, LLC, Bowling Green Capital Corporation, 4064 Founders Club Drive, LLC, and 4Oaks, LLC, and other entities.

OIG was a Cayman Islands limited corporation, and it served as the parent company for other entities, including, but not limited to, Oasis Management, LLC, Oasis Global FX, Ltd., Oasis Global (Belize), S.A., and 444 Gulf of Mexico, LLC, utilized to carry out the scheme. The defendant and coconspirators held OIG out to victim-investors as the entity used to conduct FOREX trading, the buying and selling of different currencies. They did not disclose the fact that neither OIG nor any of the conspirators was registered with the Commodity Futures Trading Commission ("CFTC"), as required to engage in FOREX trading in the United States.

In soliciting investments, the defendant and coconspirators made multiple false and fraudulent representations and material omissions in their communications to victim-investors and potential investors. In particular, they promoted one of the conspirators as an experienced FOREX trader with a record of success, but concealed the fact that he had been permanently banned from registering with the CFTC and was prohibited from soliciting U.S. residents to trade in FOREX and from trading FOREX for U.S. residents in any capacity. They also fraudulently represented that: (a) conspirators did not charge any fees or commissions; (b) investors were guaranteed a minimum 12 percent per year return on their investments; (c) conspirators had never had a month when they had lost money on FOREX trades; (d) interest and principal payments made to investors were funded by profitable FOREX trading; (e) conspirators owned other assets sufficient to repay investors' principal investments; and (f) an investment with conspirators was safe and without risk. In so doing, the defendant and coconspirators caused victim-investors to transmit funds, via interstate wire transmissions and the United States mail and private and commercial interstate carriers, to Oasis Management, LLC to be traded in the FOREX market.

The defendant and coconspirators used some of the funds transmitted by later victim-investors to make purported interest payments to earlier victim-investors to create the illusion that the investment program was legitimate and

profitable, as in a typical Ponzi scheme. They used some of the funds transmitted by victim-investors for expenses associated with perpetuating the scheme and for their own personal enrichment.

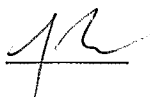
As the scheme evolved, the defendant secured broker-dealer licenses from offshore regulatory entities to make it appear that conspirators could generate even greater earnings by facilitating FOREX trading. The defendant and conspirators solicited victim-investors to make "loans" to OIG, evidenced by promissory notes, purportedly to enable OIG to facilitate a larger volume of FOREX trades and thereby generate greater earnings. The defendant and coconspirators caused victim-investors to transmit funds, via interstate wire transmissions and the United States mail and private and commercial interstate carriers, to Oasis Management, LLC and/or to OIG via a third-party fund administrator to purportedly serve as collateral for FOREX trading activity.

The defendant and coconspirators also developed and administered a "back office" operation - that is, a secure website that falsely and fraudulently depicted victim-investors' account balances and earnings - to convince victim-investors that their principal balances were safe and their investments were performing. Conspirators encouraged and caused victim-investors to access the "back office" website and monitor supposed activity in their accounts, including daily earnings, principal balances, and referral fees.

The defendant and coconspirators used some of the funds “loaned” by victim-investors to conduct trades, via an offshore broker, in the FOREX market. Such trades resulted in catastrophic losses. The defendant and coconspirators concealed the FOREX trading losses from victim-investors, including by omitting any mention of the losses from the “back office” website.

The defendant and coconspirators also used funds “loaned” by victim-investors to: (a) make Ponzi-style payments; (b) pay expenses associated with perpetuating the scheme; and (c) purchase million-dollar residential properties, high-end vehicles, gold, silver and other liquid assets, to fund a lavish lifestyle for conspirators, their family members and friends, and otherwise for their personal enrichment. Some of the assets purchased by the defendant and co-conspirators with victim-investors’ funds include, but are not limited to, the following:

- a. 2015 Mercedes-Benz SLK350, Vehicle Identification Number: WDDPK5HA8FF099097;
- b. 2016 Mercedes-Benz GLE400, Vehicle Identification Number: 4JGDA5GB5GA622371;
- c. 2015 Ferrari Convertible California T, Vehicle Identification Number: ZFF77XJA3F0208054;
- d. Real Property located at 13318 Lost Key Place, Lakewood Ranch, Florida 34202;
- e. Real Property located at 6922 LaCantera Circle, Lakewood Ranch, Florida 34202;



- f. Real Property located at 444 Gulf of Mexico Drive, #3, Longboat Key, Florida 34228;
- g. Real Property located at 16804 Vardon Terrace, #108, Bradenton, Florida 34211;
- h. Real Property located at 16904 Vardon Terrace, #106, Bradenton, Florida 34211;
- i. Real Property located at 17006 Vardon Terrace, #105, Bradenton, Florida 34211;
- j. Real Property located at 4058 Founders Club Drive, Sarasota, Florida 34240;
- k. Real Property located at 4064 Founders Club Drive, Sarasota, Florida 34240; and
- l. Real Property located at 7312 Desert Ridge Glen, Lakewood Ranch, Florida 34202.

The defendant used victim-investors' money to purchase a personal residence and high-end vehicles and to fund his lifestyle. The defendant created 4064 Founders Club Drive, LLC, and used the entity and victim-investors' funds to purchase his personal residence, located at 4064 Founders Club Drive, Sarasota, Florida. He created 4Oaks, LLC and used it to open a bank account and to facilitate financial transactions, including to buy a Ferrari vehicle. Specifically, on February 1, 2019, the defendant wired \$57,134 of victim-investors' funds from the Wells Fargo Bank account ending in 2572 in the name of 4Oaks, LLC, to the Seacoast National Bank account of Marino Performance

Motors in West Palm Beach, Florida, in partial satisfaction of the purchase price of the 2015 Ferrari Convertible California T. The defendant also created Bowling Green Capital Corporation, a New York corporation, and 444 Gulf of Mexico Drive, LLC, a Florida limited liability company, opened bank accounts in the names of said entities, and used them to receive victim-investors' funds, to pay certain of his personal expenses, and otherwise to fund his lifestyle.

The defendant did not include the victim-investors' funds he received and so understated his reported income on his federal income tax returns. In particular, on or about October 15, 2018, the defendant made and filed, or caused to be made and filed, a 2017 U.S. Individual Income Tax Return, IRS Form 1040, which he signed under penalty of perjury. When he did so, the defendant knew the income tax return was not true and correct because he understated his reported income by at least \$1,498,000, which he had received for his role in the scheme.

The conspiracy to commit wire fraud and mail fraud perpetrated by the defendant and coconspirators yielded more than \$72,719,929 in deposits from at least 700 victim-investors. The defendant and coconspirators used at least \$19,625,000 to engage in FOREX trading, and all the money was lost. They used at least \$21,974,000 to make Ponzi-style payments and principal payments to victim-investors. They used the balance of more than \$24,801,000 to pay

expenses to perpetuate the scheme and primarily for their personal enrichment, and the defendant personally received a minimum of \$3,283,467 of this amount.

On April 18, 2019, in addition to other assets, law enforcement seized approximately \$62,750 in U.S. Currency, approximately 200 one-ounce gold coins, and approximately 100 one-hundred-ounce silver bars from the defendant's residence, all of which were purchased with or constitute victim-investors' funds.

12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

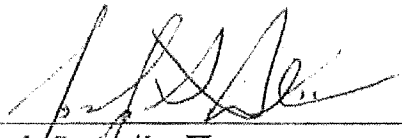


13. Certification


The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this Bth ^{August} day of ~~June~~ 2019.

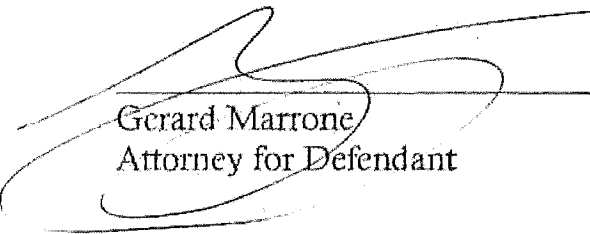
MARIA CHAPA LOPEZ
United States Attorney



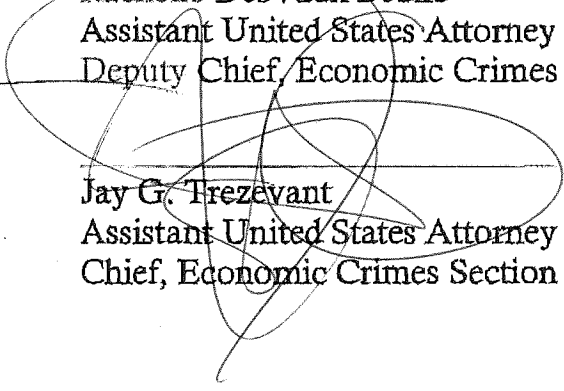
Joseph S. Anile, II
Defendant



Rachelle DesVaux Bedke
Assistant United States Attorney
Deputy Chief, Economic Crimes Section



Gerard Marrone
Attorney for Defendant



Jay G. Trezevant
Assistant United States Attorney
Chief, Economic Crimes Section

EXHIBIT D

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

DEC 17 PM 5:06
CLERK, US DISTRICT COURT
MIDDLE DISTRICT FLORIDA
TAMPA, FLORIDA

UNITED STATES OF AMERICA

v.

CASE NO.

8:19-cr-605-Torset

18 U.S.C. § 1349

18 U.S.C. § 1957

MICHAEL J. DACORTA

INDICTMENT

SEALED

The Grand Jury charges:

COUNT ONE

(Conspiracy to Commit Wire Fraud and Mail Fraud – 18 U.S.C. § 1349)

Introduction

At all times material to this Indictment:

1. MICHAEL J. DACORTA, a resident of Sarasota, in the Middle District of Florida, who had been permanently banned from registering with the Commodity Futures Trading Commission and was prohibited from soliciting U.S. residents to trade in foreign currency and from trading foreign currency for U.S. residents in any capacity, was a co-founder, director, chief executive officer, and chief investment officer of OASIS INTERNATIONAL GROUP, LTD. DACORTA created entities, opened accounts, promoted the business, solicited funds from victim-investors, directed all trading decisions and the execution of trades and, among other conduct, interacted with victim-investors in order to

SEALED

perpetuate the scheme and for other purposes. DACORTA also created and/or controlled, among other entities, OASIS MANAGEMENT, LLC; 13318 LOST KEY PLACE, LLC; 6922 LACANTERA CIRCLE, LLC; 6300 MIDNIGHT PASS ROAD NO. 1002, LLC; 16804 VARDON TERRACE #108, LLC; FULL SPECTRUM WELLNESS, LLC; and ROAR OF THE LION FITNESS, LLC.

2. OASIS INTERNATIONAL GROUP, LTD. (“OIG”), a Cayman Islands limited corporation, served as the parent company for other entities including, but not limited to, OASIS MANAGEMENT, LLC, OASIS GLOBAL FX, LTD., OASIS GLOBAL (BELIZE), S.A., and 444 GULF OF MEXICO DRIVE, LLC, utilized to carry out the scheme. DACORTA and his coconspirators held OIG out to victim-investors as the entity used to conduct foreign exchange market (“FOREX”) trading. OIG was not registered with the Commodity Futures Trading Commission in any capacity.

3. OASIS MANAGEMENT, LLC was a Wyoming limited liability company created and controlled by DACORTA, who used the entity to open a bank account and to receive victim-investors’ funds for his personal enrichment.

4. 13318 LOST KEY PLACE, LLC was a Florida limited liability company created by DACORTA and used to open a bank account and to purchase, make improvements to, and maintain DACORTA’s personal residence, located at 13318 Lost Key Place, Sarasota, Florida.

5. 6922 LACANTERA CIRCLE, LLC was a Florida limited liability company created by DACORTA and used to open a bank account and to purchase, make improvements to, and maintain DACORTA's future personal residence, located at 6922 LaCantera Circle, Sarasota, Florida.

6. 6300 MIDNIGHT PASS ROAD NO. 1002, LLC was a Florida limited liability company created by DACORTA and used to purchase DACORTA's beach condominium, located at 6300 Midnight Pass Road No. 1002, Sarasota, Florida.

7. 16804 VARDON TERRACE #108, LLC was a Florida limited liability company created by DACORTA and used to purchase a condominium, located at 16804 Vardon Terrace #108, Sarasota, Florida, for his son.

8. FULL SPECTRUM WELLNESS, LLC was a Florida limited liability company created by DACORTA and used to open a bank account and to pay business expenses and make payments to his sons.

9. ROAR OF THE LION FITNESS, LLC was a Florida limited liability company created by DACORTA and used to open a bank account and to fund a business operated by his sons.

10. COMMODITY FUTURES TRADING COMMISSION ("CFTC") was an independent federal regulatory agency charged by Congress with the

administration and enforcement of the Commodity Exchange Act, 7 U.S.C. § 1 et seq., and regulations promulgated thereunder.

11. The foreign exchange market (“FOREX”) was the market for buying and selling different currencies. It was primarily an over-the-counter market with trades between large commercial banks accounting for most foreign currency transactions. Other participants in the foreign exchange market included brokers, who matched buyers and sellers in the market.

12. A “Ponzi” scheme was a fraudulent investment program in which funds paid in by later investors are used to pay out non-existent, phantom “profits” to earlier investors, thus creating the illusion that the fraudulent investment program is a successful, profit-generating enterprise which, in turn, attracts new investment funds that are used to sustain the fraudulent program.

The Conspiracy

13. Beginning on an unknown date, but at least as early as in or about November 2011, and continuing thereafter, through and including at least on or about April 18, 2019, in the Middle District of Florida, and elsewhere, the defendant,

MICHAEL J. DACORTA,

did knowingly combine, conspire, confederate, and agree with others, both known and unknown to the Grand Jury, to commit certain offenses against the

United States, specifically:

- a. To devise and intend to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, utilizing transmissions by means of wire and radio communication in interstate and foreign commerce of any writings, signs, signals, and sounds, in violation of 18 U.S.C. § 1343; and
- b. To devise and intend to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, utilizing the United States mail and private and commercial interstate carriers, in violation of 18 U.S.C. § 1341.

Manner and Means of the Conspiracy

14. The manner and means by which the defendant and his coconspirators sought to accomplish the objects and purpose of the conspiracy included, among others, the following:

- a. It was a part of the conspiracy that conspirators would and did create both domestic and offshore entities and open bank accounts in the names of said entities to facilitate the scheme.

b. It was a further part of the conspiracy that conspirators would and did make false and fraudulent representations to victim-investors and potential investors in promoting one of the conspirators as an experienced FOREX trader with a record of success in order to persuade them to transmit their investment funds to OASIS MANAGEMENT, LLC to be traded in the FOREX market.

c. It was a further part of the conspiracy that conspirators would and did make material omissions and conceal from victim-investors and potential investors that one of the conspirators had been permanently banned from registering with the CFTC and was prohibited from soliciting U.S. residents to trade in FOREX and from trading FOREX for U.S. residents in any capacity.

d. It was a further part of the conspiracy that conspirators would and did make false and fraudulent representations to victim-investors and potential investors, including, but not limited to, that: (i) conspirators did not charge any fees or commissions; (ii) investors were guaranteed a minimum 12 percent per year return on their investments; (iii) conspirators had never had a month when they had lost money on FOREX trades; (iv) interest and principal payments made to investors were funded by profitable FOREX trading; (v) conspirators owned other assets sufficient to repay investors' principal investments; and (vi) an investment with conspirators was safe and without risk.

e. It was a further part of the conspiracy that conspirators would and did encourage and cause victim-investors to transmit funds, via interstate wire transmissions and the United States mail and private and commercial interstate carriers, to OASIS MANAGEMENT, LLC to be traded in the FOREX market.

f. It was a further part of the conspiracy that conspirators would and did use funds transmitted by victim-investors for FOREX trading to: (i) make Ponzi-style payments to victim-investors; (ii) pay expenses associated with perpetuating the scheme; and (iii) fund their lifestyles and otherwise for their personal enrichment.

g. It was a further part of the conspiracy that conspirators would and did secure broker-dealer licenses from offshore regulatory entities to create the appearance that they could generate even greater earnings by facilitating FOREX trading.

h. It was a further part of the conspiracy that conspirators would and did solicit victim-investors to make “loans” to OIG, evidenced by promissory notes, purportedly to enable OIG to facilitate a larger volume of FOREX trades and thereby generate greater earnings.

i. It was a further part of the conspiracy that conspirators would and did develop and administer a “back office” operation - that is, a secure

website that falsely and fraudulently depicted victim-investors' account balances and earnings - in order to convince victim-investors that their principal balances were safe and their investments were performing.

j. It was a further part of the conspiracy that conspirators would and did encourage and cause victim-investors to: (i) transmit funds, via interstate wire transmissions and the United States mail and private and commercial interstate carriers, to OASIS MANAGEMENT, LLC and/or to OIG via a third-party fund administrator purportedly to serve as collateral for FOREX trading activity; and (ii) access a "back office" website and monitor supposed activity in their accounts, including daily earnings, principal balances, and referral fees.

k. It was a further part of the conspiracy that conspirators would and did use funds "loaned" by victim-investors to: (i) conduct trades, via an offshore broker, in the FOREX market, which trades resulted in catastrophic losses; (ii) make Ponzi-style payments to victim-investors; (iii) pay expenses associated with perpetuating the scheme; and (iv) purchase million-dollar residential properties, high-end vehicles, gold, silver, and other liquid assets, to fund a lavish lifestyle for conspirators, their family members and friends, and otherwise for their personal enrichment.

l. It was a further part of the conspiracy that conspirators would and did conceal the FOREX trading losses from victim-investors, including by

omitting any mention of said losses from the “back office” website, in an effort to perpetuate the scheme.

m. It was a further part of the conspiracy that conspirators would and did misrepresent, hide, and conceal, and cause to be misrepresented, hidden, and concealed, the purpose of acts performed in furtherance of the conspiracy.

All in violation of 18 U.S.C. § 1349.

COUNT TWO
(Illegal Monetary Transaction – 18 U.S.C. § 1957)

On or about February 19, 2019, in the Middle District of Florida, the defendant,

MICHAEL J. DACORTA,

did knowingly engage and attempt to engage in a monetary transaction, affecting interstate and foreign commerce, in criminally derived property of a value greater than \$10,000, such property having been derived from specified unlawful activity, that is, wire fraud, in violation of 18 U.S.C. § 1343, and mail fraud, in violation of 18 U.S.C. § 1341, in that defendant caused \$653,293.67 to be sent via an electronic wire from the Citibank account ending in 0764 in the name of Mainstream Fund Services to the Synovus Bank account ending in 3473 in the name of Berlin Patten Ebling, LLC in Sarasota, Florida, in connection with his

purchase of the personal residence located at 13318 Lost Key Place, Sarasota, Florida.

In violation of 18 U.S.C. § 1957.

FORFEITURES

1. The allegations contained in Counts One and Two of this Indictment are incorporated by reference for the purpose of alleging forfeitures pursuant to 18 U.S.C. §§ 981(a)(1)(C) and 982(a)(1), and 28 U.S.C. § 2461(c).

2. Upon conviction of a violation of 18 U.S.C. §§ 1341 and/or 1343 or a conspiracy to violate 18 U.S.C. §§ 1341 and/or 1343 (18 U.S.C. § 1349), the defendant,

MICHAEL J. DACORTA,

shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense.

3. Upon conviction of a violation of 18 U.S.C. § 1957, the defendant,

MICHAEL J. DACORTA,

shall forfeit to the United States of America, pursuant to 18 U.S.C. § 982(a)(1), any property, real or personal, involved in such offense and any property traceable to such property.

4. The property to be forfeited includes, but is not limited to an order of forfeiture in the amount of approximately \$7,128,410.65, which represents proceeds the defendant personally obtained from the offenses.

5. If any of the property described above, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;


the United States of America shall be entitled to forfeiture of substitute property under the provisions of 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c).

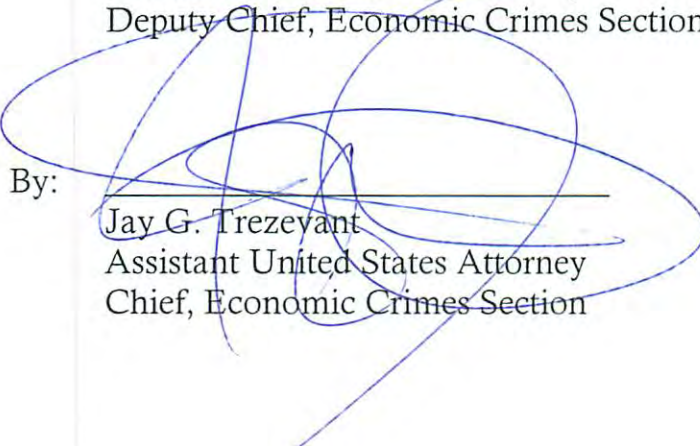
A TRUE BILL,



Foreperson

MARIA CHAPA LOPEZ
United States Attorney

By: 
Rachelle DesVaux Bedke
Assistant United States Attorney
Deputy Chief, Economic Crimes Section

By: 
Jay G. Trezevant
Assistant United States Attorney
Chief, Economic Crimes Section

No.

UNITED STATES DISTRICT COURT
Middle District of Florida
Tampa Division

THE UNITED STATES OF AMERICA

vs.

MICHAEL J. DACORTA

INDICTMENT

Violations: 18 U.S.C. §§ 1349, 1957

A true bill,



Foreperson

Filed in open court this 17th day
of December 2019.

Clerk

Bail \$ _____

EXHIBIT E

OASIS CALL

November 06, 2018

THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

CASE NO. 8:19 CV 886T33 SPF

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff

v.

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

Defendants,

and

MAINSTREAM FUND SERVICES, INC.;
BOWLING GREEN CAPITAL
MANAGEMENT LLFC; 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 4OAKS LLC,

Relief Defendants.

RECORDED TELEPHONE CALL
WITH JOHN HAAS, RAY MONTIE, AND GIL WILSON

NOVEMBER 6, 2018

<p style="text-align: right;">Page 2</p> <p>1 (Thereupon:)</p> <p>2 MR. MONTIE: Mike was living in</p> <p>3 Poughkeepsie, New York with his family, and</p> <p>4 we partnered up with another business</p> <p>5 venture and started working real close with</p> <p>6 Mike three or four, five days a week</p> <p>7 sometimes and got to really know him and</p> <p>8 who he was and just saw how intuitive this</p> <p>9 guy was and how much knowledge he had about</p> <p>10 the economics and what was going on around</p> <p>11 the world, and Mike shared with me his</p> <p>12 background that he had been very successful</p> <p>13 in managing money in Wall Street.</p> <p>14 And so as the friendship developed</p> <p>15 and the trust level developed, I asked Mike</p> <p>16 in October of 2011 if he would mind</p> <p>17 managing some of my money, and he agreed.</p> <p>18 I set up an account, and within 70 days, by</p> <p>19 the holiday time of 2011, I was just amazed</p> <p>20 at the return I got.</p> <p>21 Basically, in a couple of months</p> <p>22 I had gotten more that I had in the prior</p> <p>23 years combined. And so I asked Mike</p> <p>24 if he would mind if I reached out to a</p> <p>25 couple of family members, good friends, and</p>	<p style="text-align: right;">Page 4</p> <p>1 someone that's on the phone with me.</p> <p>2 He came on board with Oasis back in</p> <p>3 January of this year. He's originally from</p> <p>4 the same area as Mike. He now lives down</p> <p>5 in Sarasota, Florida with his family. He's</p> <p>6 been helping us. The reason he's been</p> <p>7 helping us is it continues to grow. Last</p> <p>8 year we did 22 percent return.</p> <p>9 This year we're up over 17, and this</p> <p>10 guy has been a huge help as we continue to</p> <p>11 grow. He's a certified financial planner</p> <p>12 and a friend of mine, Gil Wilson.</p> <p>13 Gil, thanks for joining us on the</p> <p>14 call tonight.</p> <p>15 MR. WILSON: Hey, Ray, you got it,</p> <p>16 and good afternoon, good morning to</p> <p>17 everyone. Yeah, so today we just want to</p> <p>18 give everybody some information about</p> <p>19 Oasis, what it is Oasis offers, what Oasis</p> <p>20 does, and help you just get a real simple</p> <p>21 understanding of it, and then circle back</p> <p>22 and help everybody understand how to go</p> <p>23 forward if it makes sense.</p> <p>24 So, yeah, as Ray had mentioned,</p> <p>25 I joined Oasis earlier this year. I've</p>
<p style="text-align: right;">Page 3</p> <p>1 business associates, and he agreed.</p> <p>2 And so we started a small group in</p> <p>3 January of 2012, and Mike continued to put</p> <p>4 the incredible returns, and by July of</p> <p>5 2012 -- sorry, July of 2013, a few people</p> <p>6 had told a few people, and it started</p> <p>7 growing, and Mike realized we had to go get</p> <p>8 some advice on what we needed to do moving</p> <p>9 forward.</p> <p>10 He reached out to a long-time friend</p> <p>11 of his, a gentleman by the name of Joe</p> <p>12 Anile, a big time Wall Street attorney.</p> <p>13 So, yeah, we met with Joe, and rather than</p> <p>14 Joe giving us legal advice, we actually</p> <p>15 brought Joe on as a partner, which has been</p> <p>16 a great -- a great thing for everybody, and</p> <p>17 that's when we started Oasis International</p> <p>18 Group.</p> <p>19 And we've had an incredible run the</p> <p>20 last six and a half, seven years since</p> <p>21 we started this thing, so much so that as</p> <p>22 we grow the company, we need to go find</p> <p>23 some other individuals, some outside</p> <p>24 talent, I like to call it, to come on</p> <p>25 board, and one of those gentleman is</p>	<p style="text-align: right;">Page 5</p> <p>1 known Mike a few years now, but I actually</p> <p>2 met him down here, even though he raised</p> <p>3 his kids just a couple of towns over from</p> <p>4 where I grew up in New York.</p> <p>5 And I, too, was intrigued by Mike</p> <p>6 and his outlook on the -- you know, the</p> <p>7 world in general, especially the financial</p> <p>8 markets and the economy, and he just let me</p> <p>9 know how things were growing significantly</p> <p>10 and he needed someone to come on board with</p> <p>11 some financial acumen just to help out in,</p> <p>12 you know, all the other areas of running</p> <p>13 the company besides just the trading so</p> <p>14 Mike can focus on the trading, this way</p> <p>15 I can help out with client relations, admin</p> <p>16 operations, et cetera.</p> <p>17 So yeah, so starting with some</p> <p>18 details on the company, Oasis International</p> <p>19 Group is a closely-held proprietary</p> <p>20 investment firm. Oasis International Group</p> <p>21 is actually a Cayman Islands registered</p> <p>22 investment advisor, and they are registered</p> <p>23 with the Cayman Islands Monetary Authority,</p> <p>24 and the Cayman Islands is actually the</p> <p>25 fifth largest financial sector, and three</p>

<p style="text-align: right;">Page 6</p> <p>1 quarters of the world's hedge funds</p> <p>2 actually operate out of the Cayman Islands,</p> <p>3 so it's not that uncommon for the companies</p> <p>4 to actually operate -- for financial</p> <p>5 companies to actually operate out of the</p> <p>6 Cayman Islands. It's kind of a trend over</p> <p>7 the last few years of a lot of hedge funds</p> <p>8 and smaller investment firms.</p> <p>9 Oasis International Group has a</p> <p>10 couple of wholly-owned subsidiaries and</p> <p>11 affiliates, and one of those is a</p> <p>12 full-service broker-dealer. The</p> <p>13 broker-dealer is registered with the</p> <p>14 International Financial Services Commission</p> <p>15 of Belize, and owning the broker-dealer is</p> <p>16 a really important part of Oasis's business</p> <p>17 model. It allows it -- it separates</p> <p>18 it from other companies, it allows it to do</p> <p>19 exactly what it is that they do.</p> <p>20 And talking a little bit more about</p> <p>21 Mike, you know, Mike had started Wall</p> <p>22 Street right out of college. He's held</p> <p>23 multiple licenses, you know, 30 plus years</p> <p>24 of experience you really learn a thing or</p> <p>25 two. Especially, he's seen the market up</p>	<p style="text-align: right;">Page 8</p> <p>1 you -- you want to own the broker-dealer.</p> <p>2 The reason for that is if you are trading</p> <p>3 for your clients and your trades were, you</p> <p>4 know, going the right direction, and you're</p> <p>5 trading for clients, and clients are making</p> <p>6 money, and you're not losing money based on</p> <p>7 your trades, but just because your client's</p> <p>8 funds are held away from you and out of</p> <p>9 your custody, and they're held at a</p> <p>10 broker-dealer, and something happens to</p> <p>11 that broker-dealer, your clients can lose</p> <p>12 all their money. You know we saw what</p> <p>13 happened in 2008.</p> <p>14 So that's one of the reasons why</p> <p>15 Mike wanted to own the broker-dealer. What</p> <p>16 that led to was that the company was also</p> <p>17 able, because they own the broker-dealer,</p> <p>18 to be a market maker.</p> <p>19 So until last year they were</p> <p>20 managing accounts. Oasis had investors at</p> <p>21 the time, limited partners, and they had</p> <p>22 managed accounts. So Mike would trade and</p> <p>23 manage the accounts for clients, and also</p> <p>24 (Inaudible) the broker-dealer. They were</p> <p>25 making markets.</p>
<p style="text-align: right;">Page 7</p> <p>1 and down, financial crises, you know, his</p> <p>2 experience with trading stocks and bonds,</p> <p>3 commodities. He really specializes in</p> <p>4 currency trading.</p> <p>5 So, you know, to really understand</p> <p>6 as time progresses, you know, the things a</p> <p>7 company needs, you know, as it continues to</p> <p>8 grow, you know, especially coming out of</p> <p>9 2008, one of the things that Ray mentioned,</p> <p>10 too, is going to Joe Anile, who is one of</p> <p>11 the partners as well, it's who Mike had</p> <p>12 gone to for setting up all of his</p> <p>13 (Inaudible) companies for, you know,</p> <p>14 regulatory and compliance advice, you know,</p> <p>15 helping get the proper licensing set and in</p> <p>16 place.</p> <p>17 You know, Joe's helped getting the</p> <p>18 broker-dealer license and establishing</p> <p>19 everything and maintaining everything, you</p> <p>20 know, really from a cost perspective and</p> <p>21 time perspective was pivotal.</p> <p>22 Joe talked about, again, experience</p> <p>23 and how things kind of led up to where they</p> <p>24 are. You know, Mike had realized, too, one</p> <p>25 important thing with a company is that</p>	<p style="text-align: right;">Page 9</p> <p>1 Mike realized that, all right, so</p> <p>2 if I look at the two sides of the business,</p> <p>3 we're making markets and we're managing</p> <p>4 money for clients. Well, I don't have to</p> <p>5 be right when I'm making markets, I just</p> <p>6 need volume. When I'm managing, I have to</p> <p>7 be right. So there's a lot more stress.</p> <p>8 There's a lot more risk that you have to</p> <p>9 take in that regard.</p> <p>10 So they said, all right, how can</p> <p>11 we focus our energy on making markets and</p> <p>12 actually transition this turn to the</p> <p>13 investors? Actual -- they actually cannot,</p> <p>14 so we have to -- we want to have lenders --</p> <p>15 or our investors participate, actually have</p> <p>16 to become a lender.</p> <p>17 So what if they lend money to us,</p> <p>18 the company just focuses on market making,</p> <p>19 produces the transaction fees we're still</p> <p>20 talking about here in a minute, and</p> <p>21 we share with the lenders at the time part</p> <p>22 of our profit.</p> <p>23 They'll lend to a small group of</p> <p>24 those lenders or investors at the time that</p> <p>25 said, hey, what we're looking to do is a</p>

<p style="text-align: right;">Page 10</p> <p>1 way to mitigate the risk and have a</p> <p>2 different program (Inaudible) and those</p> <p>3 clients a short list, let's take a test run</p> <p>4 at this for a few months and went back, and</p> <p>5 everybody said, yeah, we're on board. You</p> <p>6 lowered the risk, give us great returns,</p> <p>7 absolutely, this make as lot of sense.</p> <p>8 So now Oasis had to go to all the</p> <p>9 other investors at the time and said, hey,</p> <p>10 you know, we're going to change everyone</p> <p>11 from limited partners. If you want to stay</p> <p>12 with Oasis, since we're going to focus on</p> <p>13 market making, you have to now be a lender</p> <p>14 to the company. The principal that you</p> <p>15 have, we'll just turn it into an</p> <p>16 outstanding note that Oasis owes back to</p> <p>17 you.</p> <p>18 We're going to focus on market</p> <p>19 making, so with your promissory note, you</p> <p>20 have your principal balance in, and then</p> <p>21 the promissory note says you will get 25</p> <p>22 percent of the transaction fees that the</p> <p>23 company earns or a minimum of 1 percent.</p> <p>24 The company is still in Forex</p> <p>25 trading, but what they're doing is now just</p>	<p style="text-align: right;">Page 12</p> <p>1 facilitating the other people that are</p> <p>2 trading in that market, and you're</p> <p>3 basically saying as an example, if someone</p> <p>4 is selling 100 million euros out of Hong</p> <p>5 Kong and someone is buying 100 million</p> <p>6 euros out of Sweden, you can go in and</p> <p>7 facilitate that trade because of the</p> <p>8 broker-dealer license.</p> <p>9 What you do is you charge the buyer</p> <p>10 and the seller a transaction fee to buy and</p> <p>11 sell, and Oasis being the broker is allowed</p> <p>12 to keep those transaction fees and get a</p> <p>13 return -- a gain.</p> <p>14 And all day long if there's a lot of</p> <p>15 volatility in the market, there's a lot of</p> <p>16 turnover, people are making those</p> <p>17 transactions, and Oasis continues to</p> <p>18 facilitate, those fees add up, and all day</p> <p>19 long they just continue to add up, and the</p> <p>20 clients, they get a share of part of those</p> <p>21 fees that they make.</p> <p>22 So it's a very simple understanding</p> <p>23 of it is someone is receiving revenue of</p> <p>24 the business from Oasis if that makes</p> <p>25 sense. John will get a little bit more in</p>
<p style="text-align: right;">Page 11</p> <p>1 focusing on market making. Now they're</p> <p>2 able to reduce the risk and share with all</p> <p>3 of the lenders part of the profit that</p> <p>4 it makes in marketing, again, a share of 25</p> <p>5 percent of their marketing profit.</p> <p>6 So a quick example of what market</p> <p>7 making is in comparison to just particular</p> <p>8 Forex trading, if you're trading</p> <p>9 currencies, if you go on a vacation, you go</p> <p>10 to Europe, you have to change your dollars</p> <p>11 to euros, you come back from that vacation,</p> <p>12 you have to change your euros back to</p> <p>13 dollars, people change currencies all day</p> <p>14 long, and they're trading when they think</p> <p>15 one will go up in value to the other.</p> <p>16 Well, actually there's risk to that,</p> <p>17 because you can be wrong in what you think</p> <p>18 could happen just like, you know, elections</p> <p>19 last night, people don't know what the</p> <p>20 outcome is going to be, and trading is like</p> <p>21 that.</p> <p>22 So if you market make, you're --</p> <p>23 you're being a market maker in -- in the</p> <p>24 Forex market, but you're not actually</p> <p>25 trading for any performance, you're</p>	<p style="text-align: right;">Page 13</p> <p>1 detail on the market making and -- and</p> <p>2 currency trading in the markets, but -- and</p> <p>3 I'll circle back and help everybody</p> <p>4 understand how they get started and what</p> <p>5 that process is like as well.</p> <p>6 MR. MONTIE: Gil, thank you so much.</p> <p>7 What I'd like to do now, I'm going to give</p> <p>8 out my cell phone number and then introduce</p> <p>9 John. If you have any questions for Gil</p> <p>10 and John at the end of this call, you can</p> <p>11 simply text me at area code 516-991-0808.</p> <p>12 516-991-0808.</p> <p>13 I'm going to introduce my business</p> <p>14 partner and friend, John Haas that I've</p> <p>15 known for over 20 years now. He was</p> <p>16 actually one of the original people to get</p> <p>17 started with Oasis back in January of 2012.</p> <p>18 He's got over ten years of experience down</p> <p>19 on Wall Street, a mass of people in New</p> <p>20 York, John Haas. John, thanks for being</p> <p>21 on.</p> <p>22 MR. HAAS: Thanks for having me,</p> <p>23 Ray.</p> <p>24 MR. MONTIE: I know you're going to</p> <p>25 talk about market making and what we do, so</p>

November 06, 2018

14 to 17

<p style="text-align: right;">Page 14</p> <p>1 I'm going to turn it over to you.</p> <p>2 MR. HAAS: Okay. Well, good</p> <p>3 afternoon, everybody. You know, a lot of</p> <p>4 people wonder how is it that we can produce</p> <p>5 the returns that we're doing, and in</p> <p>6 addition to what Gil was saying is, in</p> <p>7 other words, just matching somebody looking</p> <p>8 to buy, somebody looking to sell here or</p> <p>9 there and making a small commission.</p> <p>10 There's a way that we can go out</p> <p>11 more proactively, create that income, but</p> <p>12 I first want to give you an idea of the</p> <p>13 markets we're participating in that will</p> <p>14 give you an idea why and how we can do what</p> <p>15 we're doing, how we can take advantage of</p> <p>16 the niche we're in, but also that we have a</p> <p>17 lot of room for growth.</p> <p>18 You know, the New York Stock</p> <p>19 Exchange trades anywhere from 350 to \$500</p> <p>20 billion a day average volume. It's pretty</p> <p>21 good. It's open Monday through Friday,</p> <p>22 banker's hours, a couple of holidays</p> <p>23 throughout the year sprinkled in.</p> <p>24 The international currency exchange</p> <p>25 or Forex market opens up at 5 p.m. on</p>	<p style="text-align: right;">Page 16</p> <p>1 The offer or the ask is as its name</p> <p>2 implies, I'm offering something out, I'm</p> <p>3 asking people to pay a certain amount, that</p> <p>4 would be the retail. Now, the difference</p> <p>5 between the bid or the ask or the</p> <p>6 wholesale/retail is called the spread, and</p> <p>7 that's where you can make your profit.</p> <p>8 Now, the currency exchange is very,</p> <p>9 very highly regulated. It is capitalism in</p> <p>10 its purest form, and when you go to</p> <p>11 purchase a currency, when you put a buy</p> <p>12 order in, you're automatically and</p> <p>13 electronically directed to the entity</p> <p>14 that's offering their currency at the</p> <p>15 lowest price. You're going to get the best</p> <p>16 deal for your money.</p> <p>17 Consequently, you go to sell, again,</p> <p>18 you're going to be directed to the entity</p> <p>19 that has the highest bid, you're going to</p> <p>20 get the most for your money.</p> <p>21 Now, most times these currencies</p> <p>22 bid, when nothing's happening, there's</p> <p>23 maybe a few thousandths of a penny between</p> <p>24 what you can buy and what you can sell them</p> <p>25 for. That spread is very tight, and</p>
<p style="text-align: right;">Page 15</p> <p>1 Sunday night, trades straight through 24</p> <p>2 hours a day until 5 p.m. on Friday. It is</p> <p>3 a global market, there's -- there's no</p> <p>4 holidays, and it does 4, 5, \$6 trillion a</p> <p>5 day.</p> <p>6 Michael Bloomberg has a his own</p> <p>7 (Inaudible) Forex trading desk that he does</p> <p>8 anywhere between 140 and 165 billion</p> <p>9 dollars a day in volume, and he is</p> <p>10 considered a non-player -- a non-entity in</p> <p>11 the Forex trading.</p> <p>12 We, by comparison, we'll do anywhere</p> <p>13 from a billion, go upwards close to six</p> <p>14 billion dollars in a single day in volume.</p> <p>15 So you can see where we're niched, but it's</p> <p>16 also very exciting, we have a lot of room</p> <p>17 to grow, and we'll still be under that to</p> <p>18 which Michael Bloomberg is trading.</p> <p>19 So all stocks, all bonds, all</p> <p>20 currencies have something, it's called a</p> <p>21 bid and ask price. It's like</p> <p>22 wholesale/retail. A bid is what I'm</p> <p>23 bidding for. I'm putting the bid out</p> <p>24 hoping somebody's going to sell me</p> <p>25 something at the price that I'm offering.</p>	<p style="text-align: right;">Page 17</p> <p>1 there's really nothing we can do with that.</p> <p>2 So we're just sitting on the side.</p> <p>3 Most of the time OIG is sitting net</p> <p>4 flat zero. We don't have any positions.</p> <p>5 Now, but any time there's any geopolitical</p> <p>6 news, anything happen -- any happenings in</p> <p>7 the market, you have companies that come</p> <p>8 out with their quarterly, annual,</p> <p>9 semiannual report, and these are just not</p> <p>10 companies in the U.S., this is global, what</p> <p>11 it's reflecting in certain sectors or</p> <p>12 gaining or losing or energy.</p> <p>13 You have any countries coming out</p> <p>14 with tariffs or trade agreements, you have</p> <p>15 saber rattling around the world, you have</p> <p>16 heads of states giving political speeches,</p> <p>17 you -- just -- just the normal course of</p> <p>18 doing international trade is going to</p> <p>19 create some activities, going to create</p> <p>20 some volume, and when that happens, the</p> <p>21 market makers, they back away from the</p> <p>22 offers, they back away from the bids, and</p> <p>23 that spread opens up.</p> <p>24 Now, we have a handful of traders,</p> <p>25 and a trader may be watching the market,</p>

November 06, 2018

18 to 21

<p style="text-align: right;">Page 18</p> <p>1 and he's going to be looking at maybe three</p> <p>2 or four pairs, something that he knows</p> <p>3 something -- you know, we have an inkling</p> <p>4 that something's happening because of the</p> <p>5 news that's coming out, and what's a</p> <p>6 tariff?</p> <p>7 Well, he might be looking at the</p> <p>8 dollar/yen, the dollar/euro, the</p> <p>9 dollar/Swiss franc. I'm going to use the</p> <p>10 dollar/euro just as an example, I'm going</p> <p>11 to round everything to a dollar. I know</p> <p>12 the euro doesn't trade at par with the --</p> <p>13 with the dollar, but this is just for</p> <p>14 example purposes.</p> <p>15 Let's say something's happening with</p> <p>16 the euro versus the dollar, and the euro is</p> <p>17 now 99.9 cents to a dollar, it's a tenth of</p> <p>18 a penny, again, this is just an example,</p> <p>19 and because of the volumes involved in the</p> <p>20 Forex or currency trading, especially when</p> <p>21 they're concentrated on just a few</p> <p>22 currencies because of what's happening,</p> <p>23 because the news, the activity, these</p> <p>24 trades are going off like rapid machine</p> <p>25 gunfire, and they're coming in very big.</p>	<p style="text-align: right;">Page 20</p> <p>1 million euros and it becomes part of that</p> <p>2 person's trade. So he hits the bid at 1.1</p> <p>3 billion euros, bang, we're collecting our</p> <p>4 50.</p> <p>5 Now, people say I understand that my</p> <p>6 principal is not exposed to market risk,</p> <p>7 but what is OIG's exposure to the market?</p> <p>8 Well, we sit net flat zero, we just bought</p> <p>9 and sold 50 million euros in a fraction of</p> <p>10 a second. Many times our exposure to the</p> <p>11 market can be measured in seconds or just a</p> <p>12 few minutes each and every day, that's it.</p> <p>13 So we had no positions, we just</p> <p>14 bought and sold, so how are we making</p> <p>15 money? What we're doing is that we're</p> <p>16 capturing the spread. The difference</p> <p>17 between what we bought those 50 million</p> <p>18 euros for and what we sold those 50 million</p> <p>19 euros for, and what we're looking to make</p> <p>20 is a minimum of 4 basis points. Sometimes</p> <p>21 it's 5, 6, 7, 8, whatever it is, but a</p> <p>22 minimum of 4 basis points, which is four</p> <p>23 one hundredths of a penny or in industry</p> <p>24 jargon 4 pips.</p> <p>25 Now, as long as that spread remains</p>
<p style="text-align: right;">Page 19</p> <p>1 So you might be watching the euro,</p> <p>2 and somebody's coming in, they're buying a</p> <p>3 billion euros at a dollar, buying 2 billion</p> <p>4 euros at a dollar, so sell them 1.2 billion</p> <p>5 at the bid, selling 3 billion at the bid,</p> <p>6 buying 4 billion, it's bang, bang, bang,</p> <p>7 bang.</p> <p>8 Well, depending upon the frequency</p> <p>9 of the trades, the size of the trades, and</p> <p>10 whether or not they're upward or downward</p> <p>11 buys, our traders will put in a poultry 15</p> <p>12 million euro trade, and what they'll do is</p> <p>13 that they'll post 15 million euros to sell,</p> <p>14 but they'll place it one one-thousandth of</p> <p>15 a penny below the lowest offer.</p> <p>16 Well, what does that do? That puts</p> <p>17 us in line to be the very next trade. Also</p> <p>18 almost simultaneously, place 50 million</p> <p>19 euros to buy, but again, place it one</p> <p>20 one-thousandth above the highest bid,</p> <p>21 again, putting us in place to be the very</p> <p>22 next trade. Almost instantaneously,</p> <p>23 because of how quickly the trades are</p> <p>24 happening, we're taken out.</p> <p>25 So we buy 800 million euros on 50</p>	<p style="text-align: right;">Page 21</p> <p>1 open, our credit will go in again, it gets</p> <p>2 taken out. It goes in again, it gets taken</p> <p>3 out. Anywhere, 10, 15, 20, 30, 40, 50, 60</p> <p>4 times, and you can say, well, we're not</p> <p>5 even speed bumps to these guys. We're not</p> <p>6 even a wisp of smoke.</p> <p>7 So when that spread closes down,</p> <p>8 when we no longer can make our 4 pips,</p> <p>9 we'll just sit on the side and wait for the</p> <p>10 next opportunity. I still get asked, yeah,</p> <p>11 John, but that doesn't explain how you're</p> <p>12 able to do what you doing as far as OIG is</p> <p>13 concerned.</p> <p>14 Well, you know, it's not rocket</p> <p>15 science, it's not crystal ball gazing, it's</p> <p>16 just simple math. If we're turning the</p> <p>17 money over 10 to 15 times a day on a low</p> <p>18 volume day and 50 to 60 times a day on a</p> <p>19 high volume day, so on average we're</p> <p>20 turning the money over 30 to 35 times a day</p> <p>21 times 20 plus trading days a month, you</p> <p>22 just got to make a couple of percentage</p> <p>23 points. It's just as simple as that.</p> <p>24 Now, you can on board with a cash</p> <p>25 (Inaudible) and take advantage of what OIG</p>

<p style="text-align: right;">Page 22</p> <p>1 is doing. You can also take advantage with</p> <p>2 your qualified funds. What's qualified</p> <p>3 funds? 401K, Roth IRAs, SEPs, what have</p> <p>4 you.</p> <p>5 I'm just going to go over very</p> <p>6 briefly in a nutshell how you're going to</p> <p>7 be able to do that, and then if you have</p> <p>8 anymore questions on that subject, you'll</p> <p>9 be able to email myself or Mr. Gil Wilson</p> <p>10 to get a little bit more information on</p> <p>11 that, or if you have anymore questions</p> <p>12 about it, you know, especially pertaining</p> <p>13 to your particular situation, we'll be</p> <p>14 happy to set something up and, you know,</p> <p>15 answer your questions, get on the phone,</p> <p>16 what have you, but in a -- in a nutshell,</p> <p>17 wherever your qualified funds are sitting,</p> <p>18 whatever custodian is watching whether it's</p> <p>19 Fidelity or whatever, you would liquidate</p> <p>20 that IRA or that portion to which you want</p> <p>21 to (Inaudible) with OIG into a cash</p> <p>22 position.</p> <p>23 You would open up a similar account</p> <p>24 at Midland. They are a self-directed IRA</p> <p>25 custodian that we are currently using. You</p>	<p style="text-align: right;">Page 24</p> <p>1 Gil so he can give you his. My email</p> <p>2 address is the letter J, that's Jhaas,</p> <p>3 J-H-A-A-S, at Oasis, O-A-S-I-S-I-G, .com.</p> <p>4 So it's JhaasAOasisig.com.</p> <p>5 Gil, you want to give them your</p> <p>6 email address.</p> <p>7 MR. WILSON: Yeah, so my email</p> <p>8 address is Gwilson@Oasisig.com,</p> <p>9 G-W-I-L-S-O-N @ O-A-S-I-S-I-G.com.</p> <p>10 MR. MONTIE: Thank you. Thank you.</p> <p>11 I'm going to give out my cell phone number</p> <p>12 one more time. If you have any questions</p> <p>13 for Gil and John, it's area code</p> <p>14 516-991-0808. 516-991-0808. And then Gil,</p> <p>15 I'm going to turn it back to you to talk</p> <p>16 about what somebody needs to do next.</p> <p>17 MR. WILSON: Yeah, so getting</p> <p>18 started is pretty simple. So right now</p> <p>19 it's just start with an email to John or</p> <p>20 I and let us know that you've been on a</p> <p>21 call or that you -- that your family or</p> <p>22 friends have introduced you to Oasis, and</p> <p>23 that you're looking to get started, and</p> <p>24 if you're looking to get started with a</p> <p>25 cash loan or a loan utilizing an IRA and</p>
<p style="text-align: right;">Page 23</p> <p>1 would transfer the cash over from your</p> <p>2 existing custodian over to Midland. Now,</p> <p>3 that is a nontaxable, non-penalizable</p> <p>4 event, you're simply trading -- changing</p> <p>5 custodians, and then from Midland you'd be</p> <p>6 able to on-board using our domestic</p> <p>7 company, Oasis, LLC, and take advantage of</p> <p>8 what OIG is doing.</p> <p>9 Now, whether you're on-boarding with</p> <p>10 cash or with qualified funds, the returns</p> <p>11 are exactly the same. We don't charge any</p> <p>12 fees (inaudible) to options on our end. A</p> <p>13 hundred percent of the money that gets lent</p> <p>14 to OIG goes to work for you. The only fees</p> <p>15 that you will pay, of course, is if you</p> <p>16 have qualified funds.</p> <p>17 Midland is a third-party company,</p> <p>18 and you would pay, you know, annual IRA</p> <p>19 fees over there, and if you're closing --</p> <p>20 but if you're closing off an existing IRA</p> <p>21 and transferring over to Midland, those</p> <p>22 fees would become a wash anyway.</p> <p>23 If anybody has any additional</p> <p>24 information, I'm going to give you my email</p> <p>25 address, and then I'll turn it back over to</p>	<p style="text-align: right;">Page 25</p> <p>1 how much the loan you'll be able to make.</p> <p>2 The reason for that is there are</p> <p>3 some minimums for cash loans, the minimum</p> <p>4 is \$10,000. For IRAs the minimum is</p> <p>5 \$20,000. So we'll have to get you</p> <p>6 appropriate instructions whether it's cash</p> <p>7 or IRA. From there we'll (Inaudible) a</p> <p>8 little bit of information. Currently,</p> <p>9 we'll be filling out the promissory notes,</p> <p>10 but our back office website, the Oasis</p> <p>11 website is, I think, going to be live this</p> <p>12 week. If not this week, next week, so</p> <p>13 we're pretty excited about that, which will</p> <p>14 then have a link that you can go to and you</p> <p>15 can share that with your referrals and go,</p> <p>16 like I said, to the website, put your</p> <p>17 information in.</p> <p>18 It will populate the promissory</p> <p>19 notes, all the risk disclosures, everything</p> <p>20 online. It's really nice set up, so we're</p> <p>21 excited for that to roll out. In the</p> <p>22 meantime we'll be still just capturing data</p> <p>23 from you, so you can put that in your</p> <p>24 promissory note and enter it into the back</p> <p>25 office system. Just make sure that the</p>

<p style="text-align: right;">Page 26</p> <p>1 information that we get back from you is</p> <p>2 filled out accurately and clearly.</p> <p>3 It's also important to know, too,</p> <p>4 that wherever the funds come from, that is</p> <p>5 how your promissory note will be made out</p> <p>6 to you. What I mean by that is if funds</p> <p>7 come from a joint account or an individual</p> <p>8 account or a business entity, there's a</p> <p>9 promissory note will be written out in the</p> <p>10 name of an individual, a joint account, or</p> <p>11 whichever entity it came from. Just make</p> <p>12 sure all that information is accurate.</p> <p>13 Talking about the promissory note,</p> <p>14 so the note itself and the loan terms and</p> <p>15 agreement will state how much principal</p> <p>16 that the company owes you back, and then</p> <p>17 it also states the interest, and the</p> <p>18 interest is, again, 25 percent of the</p> <p>19 transaction fee that Oasis produces in its</p> <p>20 market making right there (Inaudible) or</p> <p>21 minimum of 1 percent.</p> <p>22 Either all the interest will roll</p> <p>23 over to the next month and become part of</p> <p>24 your outstanding month, so you have</p> <p>25 \$100,000 loan and 2 percent was the return,</p>	<p style="text-align: right;">Page 28</p> <p>1 note. Also, we'll put it into the back</p> <p>2 office system. The back office will allow</p> <p>3 you to have -- catalogue it where you can</p> <p>4 open it up and see the principal amount</p> <p>5 (Inaudible) and also your earnings on a</p> <p>6 daily basis.</p> <p>7 So when there's a high volume day,</p> <p>8 you can login and actually see the earnings</p> <p>9 that we made that was then attributed to</p> <p>10 your account, and then you can pull up a</p> <p>11 monthly statement, a quarterly statement,</p> <p>12 whatever for which you need it for and use</p> <p>13 those statements for business or whatever</p> <p>14 you need it for.</p> <p>15 Again, so pretty simple. Hopefully</p> <p>16 you have a good understanding and just</p> <p>17 start with an email and we'll go from there</p> <p>18 with the appropriate instruction.</p> <p>19 MR. MONTIE: Gil, thank you. John,</p> <p>20 thank you as well. If you have any</p> <p>21 questions for these gentlemen, you can</p> <p>22 simply text me at area code 516-991-0808.</p> <p>23 516-991-0808.</p> <p>24 John, if you can talk a little bit</p> <p>25 about what's going on in December, I would</p>
<p style="text-align: right;">Page 27</p> <p>1 the next month you'll have 102,000, 2,000</p> <p>2 will be added to your account, and every</p> <p>3 month that will continue to do the same</p> <p>4 thing, another 2,000, you'll have 2 percent</p> <p>5 or if it's 2 percent, sorry, you'll have 2</p> <p>6 percent added to your 102, vice-versa.</p> <p>7 So that will just continue to</p> <p>8 compound and accrue unless you want to take</p> <p>9 the interest out, which you can, you just</p> <p>10 have to fill out a withdrawal form, send</p> <p>11 that back, the withdrawal form, state the</p> <p>12 amount of the -- the dollar amount of</p> <p>13 interest that you'd like to withdraw, and</p> <p>14 then that will happen at the end of the</p> <p>15 month, it will process, and it will be sent</p> <p>16 to you the first week of the following</p> <p>17 month.</p> <p>18 If you need to close your account</p> <p>19 out or take any part of your principal</p> <p>20 back, Oasis does have a 90-day call note</p> <p>21 feature. So it will be 90 days notice</p> <p>22 needed to receive back principal or any</p> <p>23 part of principal.</p> <p>24 So again, the information needed for</p> <p>25 you will help to fill out that promissory</p>	<p style="text-align: right;">Page 29</p> <p>1 appreciate it.</p> <p>2 MR. HAAS: Absolutely, very excited</p> <p>3 to. OIG has had a very, very good year,</p> <p>4 and as a thank you to our existing lenders,</p> <p>5 what management has come out with is that</p> <p>6 we're going to give you a little year-end</p> <p>7 holiday spiff. Now, normally you are</p> <p>8 guaranteed a minimum of 1 percent a month,</p> <p>9 and for December, that's the same, but</p> <p>10 September historically has been a very slow</p> <p>11 month, low volume month.</p> <p>12 Why? Well, common sense logic, the</p> <p>13 last two weeks the markets is pretty dead,</p> <p>14 so getting that one percent is good, but as</p> <p>15 a thank you, they're giving us 1.5 percent</p> <p>16 minimum guaranteed for the month of</p> <p>17 December. That may only sound like half a</p> <p>18 percent, but that's a 50 percent increase</p> <p>19 in the minimum guarantee. So if you have</p> <p>20 \$100,000 with us, instead of being</p> <p>21 guaranteed to make 1,000, you'd be making</p> <p>22 1,500.</p> <p>23 Now, we've also extended it and</p> <p>24 said, you know what, not just for our</p> <p>25 existing lenders, but for any new money</p>

November 06, 2018

30 to 31

Page 30

1 that comes in or any new lenders that
2 on-board that have their funds in place by
3 November 30th, we're also going to give
4 them the 1.5 percent also. So I'm very
5 happy to announce that and I'll turn
6 it back over to Ray.

7 MR. MONTIE: John. Thank you. Gil
8 and John, I don't think we have any
9 questions at this point. One person asked
10 about the next call and a couple of people
11 just said thank you for your time. So,
12 yeah, we appreciate both of you guys being
13 on here, we appreciate everybody listening
14 in, and everybody have a great day.

15 MR. HAAS: Thank you, Ray. Thank
16 you, Gil. Thank you, everybody. Enjoy.

17 MR. WILSON: (Inaudible.) Thank
18 you, guys.

19 MR. HAAS: Bye.

20 (End of recording.)
21
22
23
24
25

Page 31

1 CERTIFICATE

2
3 - - -
4

5 I, Matthew J. Haas, Court Reporter and
6 Transcriptionist, do hereby certify that I was
7 authorized to and did listen to and
8 stenographically transcribe the foregoing
9 recorded proceedings and that the transcript is a
10 true record to the best of my professional
11 ability.
12
13
14

15 Dated this 1st day of July, 2019.
16
17
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20 
21

22 MATTHEW J. HAAS
23 Court reporter
24
25

OASIS CALL
October 30, 2018

THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

CASE NO. 8:19 CV 886T33 SPF

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

v.

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

Defendants,

and

MAINSTREAM FUND SERVICES, INC.;
BOWLING GREEN CAPITAL
MANAGEMENT LLFC; 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 4OAKS LLC,

Relief Defendants.

RECORDED TELEPHONE CALL
WITH MICHAEL DACORTA AND RAYMOND MONTIE

OCTOBER 30, 2018

OASIS CALL

October 30, 2018

2 to 5

Page 2	Page 4
<p>1 (Thereupon:)</p> <p>2 MR. MONTIE: 2011 and (Inaudible) in</p> <p>3 another business sections, got to spend</p> <p>4 some time with him, got to know his family</p> <p>5 and see what type of person he was, but</p> <p>6 after working real close with him three or</p> <p>7 four months, I asked him if he wouldn't</p> <p>8 mind doing me a favor of managing a little</p> <p>9 bit of money for me, and he had told me how</p> <p>10 successful he was, and just saw how</p> <p>11 intuitive and how much knowledge he had</p> <p>12 about what was going on in the world and</p> <p>13 just trusted Mike.</p> <p>14 And so -- and I started that back in</p> <p>15 October of 2011, and had a pretty great,</p> <p>16 I'm going to let Mike fill you in a little</p> <p>17 bit, but a little background, last year</p> <p>18 we did a little over 22 percent with our</p> <p>19 return. This year we're up over 17</p> <p>20 percent, and so it's been an incredible</p> <p>21 ride.</p> <p>22 But to fill you in on all the</p> <p>23 details and give you a little bit of</p> <p>24 background about himself and Oasis, I'm</p> <p>25 going to turn it over to my friend and</p>	<p>1 money.</p> <p>2 So their clientele were very, very</p> <p>3 wealthy, and people who really understood</p> <p>4 markets even back then, and the markets</p> <p>5 were just kind of firing up back then, but</p> <p>6 not too long after I was on the desk,</p> <p>7 we ran into 1987, which is when the market</p> <p>8 collapsed, the 25 percent in a day, and</p> <p>9 that was a very eye-opening day.</p> <p>10 It was an extremely -- it was a day</p> <p>11 I can more or less credit the direction of</p> <p>12 my career, too, because I realized how</p> <p>13 great these markets were for making money,</p> <p>14 how much opportunity there was, but how</p> <p>15 much risk there are was, and for people who</p> <p>16 didn't really respect the risk, there was</p> <p>17 no way they were going to have a long</p> <p>18 career in this industry.</p> <p>19 I saw a doctor that -- who managed</p> <p>20 his (Inaudible), who had \$8 million cash in</p> <p>21 his account that morning in different -- in</p> <p>22 different investments that he managed for</p> <p>23 himself, but 8 million in equity and lost</p> <p>24 10 million in one day. He was negative</p> <p>25 \$2 million at the end of the day, and that</p>
Page 3	Page 5
<p>1 business partner from Sarasota, Florida,</p> <p>2 Mike Dacorta. Mike, thank you so much for</p> <p>3 being on here tonight.</p> <p>4 MR. DACORTA: Thank you, Ray, and</p> <p>5 thanks as always for all your kind words.</p> <p>6 I appreciate everyone taking time out there</p> <p>7 evening spend a few minutes with us to see</p> <p>8 if we can give you some information.</p> <p>9 As Ray said, I'll give you a little</p> <p>10 background about myself, then I'll kind of</p> <p>11 just go right into what we do, how we do</p> <p>12 it, how someone can participate, and then</p> <p>13 we'll just -- we'll just answer questions,</p> <p>14 because that's usually the best way to</p> <p>15 drill down to what people, you know,</p> <p>16 really -- really need to know.</p> <p>17 Just give you a background of myself</p> <p>18 first. I am 63 years old. I've been in</p> <p>19 this business since I came out of school.</p> <p>20 Went right down to Wall Street when I was</p> <p>21 21. I was started as an equities trader</p> <p>22 from 21 to 28. I worked for a firm down on</p> <p>23 Wall Street where you had to have</p> <p>24 \$1 million to open an account with them,</p> <p>25 and back in 1986, a \$1 million a was lot of</p>	<p>1 really taught me a very valuable lesson at</p> <p>2 a very young age.</p> <p>3 So coming out of that, I spent a few</p> <p>4 more years with that firm, but by that</p> <p>5 time, when I was 28, I started my own -- my</p> <p>6 own NASDAQ ownership investment firm. Two</p> <p>7 of my partners were in their fifties at the</p> <p>8 time, late fifties, and we started the</p> <p>9 firm.</p> <p>10 We were extremely successful what</p> <p>11 we were doing, and after a couple of years</p> <p>12 of the success we were having, a really</p> <p>13 wanted to ramp up operations, do things a</p> <p>14 little bit differently, get a little more</p> <p>15 aggressive with things, make markets, more</p> <p>16 stocks, and -- and participate in some --</p> <p>17 some deals that we had that we wouldn't</p> <p>18 have been able to, but they were like,</p> <p>19 Mike, you know what, we're sort of at the</p> <p>20 tail end of our career, we really don't</p> <p>21 want to work any harder than we're working,</p> <p>22 we're making great money, we're kind of</p> <p>23 happy with what we're doing.</p> <p>24 So at that point in time we talked</p> <p>25 it over. I sold my portion of the company</p>

OASIS CALL
October 30, 2018

6 to 9

<p style="text-align: right;">Page 6</p> <p>1 to one of their contemporaries, so I was</p> <p>2 able to find someone in their generation</p> <p>3 who (Inaudible) trader, and he bought me</p> <p>4 out, and I took the funds I made on that</p> <p>5 venture and I went down to Wall Street.</p> <p>6 What I did was I made a deal with a</p> <p>7 very large trading firm where I would put</p> <p>8 up a significant amount of capital, and</p> <p>9 they gave me 50 million of their dollars to</p> <p>10 manage, and the deal was that I got paid 85</p> <p>11 percent of the profits I generated on their</p> <p>12 money.</p> <p>13 I put all my trades through their</p> <p>14 desk, and they made all the commission on</p> <p>15 all the trades and all the contracts I did</p> <p>16 through their -- through their desk. They</p> <p>17 made 15 percent of the profits that I made,</p> <p>18 and I made 85 percent. It was a great deal</p> <p>19 provided I was profitable at the end of</p> <p>20 each month, because if I was negative,</p> <p>21 it was my money that was on the hook, and</p> <p>22 if I got down to the point where I didn't</p> <p>23 have enough equity anymore to protect them</p> <p>24 from the risk, they would just tell me</p> <p>25 good-bye and close the account and that</p>	<p style="text-align: right;">Page 8</p> <p>1 because the price of oil, my -- my -- my</p> <p>2 strategy was if we're going to come out of</p> <p>3 a major global depression -- crisis that</p> <p>4 we had in the Asian financial crisis and</p> <p>5 markets were going -- business was going to</p> <p>6 start flowing again, markets were going to</p> <p>7 start -- start trading again, oil was going</p> <p>8 to have to be used in much greater</p> <p>9 quantities in order to facilitate their --</p> <p>10 the new industry and production in a</p> <p>11 growing -- growing economy -- recovering</p> <p>12 economy.</p> <p>13 And I knew it took \$14 to get it out</p> <p>14 of the ground, and since it's trading at</p> <p>15 11.50, you realized that no one's going to</p> <p>16 pump any oil until the price rose to at</p> <p>17 least 15, \$17 so our stock piles would get</p> <p>18 drawn down fairly quickly and the price</p> <p>19 should begin to rise.</p> <p>20 To make a long story short, 18</p> <p>21 months later oil was \$65 a barrel, and a</p> <p>22 lot of the stocks I purchased from 5 to 10</p> <p>23 and \$12, very highly depressed prices, were</p> <p>24 trading between 50 and \$80 a share. So by</p> <p>25 the end of 1999, I decided I was going to</p>
<p style="text-align: right;">Page 7</p> <p>1 would be the end of it.</p> <p>2 So it was a very fair -- fair deal</p> <p>3 for them and a very lucrative deal for me</p> <p>4 provided that I was disciplined and I -- I</p> <p>5 traded accordingly to -- to make sure I was</p> <p>6 profitable day in and day out, month in,</p> <p>7 month out.</p> <p>8 It was late 19 -- I guess the late</p> <p>9 nineties. The Asian financial crisis had</p> <p>10 just kind of subsided, we were just coming</p> <p>11 out of it. Oil was trading at 11.50 a</p> <p>12 barrel, and all of a sudden everybody was</p> <p>13 buying dot com stocks, and I'm a person</p> <p>14 that has to understand, a pencil and paper</p> <p>15 guy, so I have to put it down on pencil and</p> <p>16 paper and I have to figure out how a</p> <p>17 company that was worth \$2 today, got</p> <p>18 themselves a website, and is worth 22</p> <p>19 tomorrow.</p> <p>20 It never made sense to me at that</p> <p>21 point in time. So I avoided the dot com</p> <p>22 craze, but what I did was I bought oil at</p> <p>23 11.50 a barrel, and I continued to buy it,</p> <p>24 and I bought all the oil drilling and</p> <p>25 production stock that were very depressed</p>	<p style="text-align: right;">Page 9</p> <p>1 cash out everything.</p> <p>2 The reason I decided that was during</p> <p>3 these 18 months, I was trading oil. I used</p> <p>4 the U.S. dollar to hedge my oil positions,</p> <p>5 because there were days I had very large</p> <p>6 oil positions, the futures market.</p> <p>7 I had the dollar working (Inaudible)</p> <p>8 strong -- or strong oil and a weak dollar</p> <p>9 and vice versa, so on days when I was more</p> <p>10 lots of oil and it was going over a weekend</p> <p>11 or going overnight, I would use the dollar</p> <p>12 to hedge it just in case the next day oil</p> <p>13 just happened to have a week day, I would</p> <p>14 cover it with the dollar.</p> <p>15 And I realized that the dollar was</p> <p>16 the best, really, trading vehicle there</p> <p>17 was. It was the most liquid, and maybe</p> <p>18 from a pure trading standpoint, it was</p> <p>19 clearly the best, and I realized I'm making</p> <p>20 more money on my dollar trades than</p> <p>21 I actually was on my oil trades.</p> <p>22 So when I cashed out of everything</p> <p>23 in September of 1999, I then formed my own</p> <p>24 domestic currency trading firm, which was a</p> <p>25 commodities trading advisor here</p>

OASIS CALL
October 30, 2018

10 to 13

<p style="text-align: right;">Page 10</p> <p>1 domestically in the United States, and</p> <p>2 we were in that from late 2000 until Lehman</p> <p>3 Brothers went down, and then about six</p> <p>4 months later there was really no way to</p> <p>5 continue the business.</p> <p>6 I couldn't look our clients in the</p> <p>7 eye and tell them that I can continue to do</p> <p>8 for them what I did for them for the last</p> <p>9 eight, eight and a half years, because</p> <p>10 if I did, I would have been very</p> <p>11 disingenuous. There was no way anyone knew</p> <p>12 what markets -- what was happening in the</p> <p>13 markets.</p> <p>14 Technical analysis, fundamental</p> <p>15 analysis, any economic way of applying to</p> <p>16 what currency should be doing, all of that</p> <p>17 was thrown out the window. All that</p> <p>18 mattered was what central banker or what</p> <p>19 some politician was going to say in the</p> <p>20 middle of the night 6,000 miles away, and</p> <p>21 I was not about to take that risk.</p> <p>22 We had about \$500 million under</p> <p>23 management at the time. We had some very,</p> <p>24 very high net worth individuals and</p> <p>25 families as our clients, and I wasn't about</p>	<p style="text-align: right;">Page 12</p> <p>1 A couple of months went by, and Ray</p> <p>2 was extremely happy with what he saw, and</p> <p>3 he asked me if he could bring in a few</p> <p>4 other people, and one thing led to another.</p> <p>5 Before you know it, we had what we call the</p> <p>6 friends and family account, which is just</p> <p>7 basically a little investment club where</p> <p>8 we had some minimum number of participants,</p> <p>9 and I would -- I would trade here -- trade</p> <p>10 their accounts with them, trade the</p> <p>11 account, and then we would split the</p> <p>12 profits however we had originally agreed</p> <p>13 upon.</p> <p>14 Ray at that point in time kept</p> <p>15 coming to me and said, Mike, you know,</p> <p>16 I can get a lot more people -- there's a</p> <p>17 lot more people who want to get involved,</p> <p>18 you know, is there anything we can do.</p> <p>19 I knew that if we were going to take</p> <p>20 it any further than that, we had to more or</p> <p>21 less go back into no longer friends and</p> <p>22 family investment club, we had to begin to</p> <p>23 operate as a real business again.</p> <p>24 So I went down to a good friend of</p> <p>25 mine, Joe Anile, who was a high-level</p>
<p style="text-align: right;">Page 11</p> <p>1 to ruin the reputation that we built over</p> <p>2 eight or nine years with all these clients,</p> <p>3 so I just told them we're going to send all</p> <p>4 your money back, we're going to close down,</p> <p>5 we're going to rethink, and I'll take a</p> <p>6 hiatus for a year, year and a half, and</p> <p>7 we'll see how the markets react to the</p> <p>8 crisis. Then when there's an opportunity</p> <p>9 to come back into it, you know, we'll let</p> <p>10 you know.</p> <p>11 Time went by. I was trading my</p> <p>12 own -- with my own capital for a little</p> <p>13 while just to keep business and keep track</p> <p>14 of the markets (Inaudible), that's when</p> <p>15 I met Ray. We got involved in business for</p> <p>16 a while and, Ray, as he said, he asked me</p> <p>17 if I would manage some money for him.</p> <p>18 And at the beginning I was a little</p> <p>19 reluctant to say yes, but on the other</p> <p>20 hand, I began -- at that point in time</p> <p>21 it was a couple of years removed from the</p> <p>22 crisis, and things were starting to get</p> <p>23 back to where I could see trading was</p> <p>24 getting back to a normal pattern. That's</p> <p>25 when I said okay.</p>	<p style="text-align: right;">Page 13</p> <p>1 corporate attorney who worked out of the</p> <p>2 chairman's office of Lehman Brothers in the</p> <p>3 late eighties, early nineties, and then</p> <p>4 he had his own -- his own law firm where</p> <p>5 most of the large banks and hedge funds</p> <p>6 used him for various deals.</p> <p>7 I went to him, and he had set up my</p> <p>8 previous currency trading firm, and he had</p> <p>9 sent me lots of clients, I -- he knew</p> <p>10 exactly what I did and how I did it, and I</p> <p>11 wanted -- because I said, Joe, I'd like to</p> <p>12 do exactly what we did before, except two</p> <p>13 differences, go on the domicile outside the</p> <p>14 U.S., because deregulations here had</p> <p>15 changed to the point where it was</p> <p>16 impossible to do business unless you were</p> <p>17 Citibank or Chase -- Chase.</p> <p>18 You had to be a major bank or major</p> <p>19 financial institution to be able to operate</p> <p>20 in the United States and (Inaudible), and</p> <p>21 then secondly, I want to own my own --</p> <p>22 we want -- we had to be the broker-dealer.</p> <p>23 In our previous setup, we were a</p> <p>24 CPA, which means that we could manage your</p> <p>25 money through a limited power of attorney,</p>

OASIS CALL
October 30, 2018

14 to 17

<p style="text-align: right;">Page 14</p> <p>1 however, we could not take your capital, 2 you could not send your capital -- your -- 3 the deposit to us, it had to go to a 4 broker-dealer, and all I had was a limited 5 power of attorney transfer the money for 6 you at that broker-dealer that we chose to 7 run our business through, but the 8 broker-dealer was (inaudible) Capital. 9 Then after Lehman Brothers went 10 down, a lot of people learned what 11 counterparty risk meant, but basically what 12 it meant was you had to have confidence in 13 the company you were trading through or 14 someone on the other side of your trade. 15 If you didn't, that's a lot of reason why 16 the markets froze up, because no one 17 trusted the other side to actually be able 18 to clear the transactions. 19 So after seeing Refco and Mann 20 Financial, which were multibillion dollar 21 operations go upside down overnight, and a 22 lot of people had to really fight for their 23 money. Some of them got 50 cents on the 24 dollar, some of them got 20 cents on the 25 dollar, some of them didn't get anything,</p>	<p style="text-align: right;">Page 16</p> <p>1 we operated the same way, except that 2 because we had the broker-dealer, I was 3 able to do what we call proprietary trading 4 or market making. 5 So initially we started where we had 6 regular customer accounts, and we traded 7 their money in a managed account program 8 just like we did with the CPA, which means 9 that I had to pick winners and loses. 10 I had to pick whether the euro, the yen, 11 the Swiss franc was going up or down 12 against the dollar, and I had to be right, 13 and if I'm right more times that I'm wrong, 14 obviously, we make the return. 15 On the other side, the proprietary 16 market maker, what I'm doing is I'm 17 matching orders. Someone is selling euros 18 out of Hong Kong, someone is buying outside 19 of Sweden at the same time, I'll buy them 20 from Hong Kong, sell them to Sweden, but 21 I'm keeping the middle, because there's a 22 bid and offer. 23 A seller hits the bid, a buyer pays 24 the offer, and we get to keep the middle, 25 because we're a licensed broker-dealer.</p>
<p style="text-align: right;">Page 15</p> <p>1 but whatever they got, it took litigation, 2 it took time, and I knew I never wanted to 3 put myself or my clients in the position 4 where we did not have control of the 5 capital, and that it was in someone 6 else's -- it was in someone else's hands 7 and we had no idea what -- how those people 8 were running their business. 9 So Joe decided -- you know, we put a 10 plan together. When Joe looked at the 11 plan, he came to me and said, Mike, instead 12 of me being your attorney this time, I'd 13 like to be your partner. I'll do all the 14 legal, I'll do all the compliance work, and 15 you can just do what you do and not have to 16 worry about any of that. 17 I spoke with Ray. I said, Ray, this 18 (Inaudible) the way to move forward. 19 We formed Oasis International Group, which 20 is a Cayman Islands registered investment 21 advisory firm. We had our own -- we went 22 out, we purchased a broker-dealer, then 23 we formed another broker-dealer outside of 24 the U.S. 25 So the way we operate originally was</p>	<p style="text-align: right;">Page 17</p> <p>1 The middle is usually three to four basis 2 points. 3 So after a couple of years, 4 we had -- we had a good run, and we were 5 making enough money for our clients and 6 everybody was very happy, but December of 7 '16 I looked at the results, and I said 8 we need -- we're making great money for the 9 clients, however, we're making more money 10 as a proprietary trading firm with a lot 11 less risk, so why don't we turn around to 12 our clients and offer them the opportunity 13 to not be clients, to be lenders, put their 14 money into a proprietary trading operation, 15 and we'll guarantee them a minimum of 12 16 percent per year or 25 percent of the daily 17 spread captures we get on everyone's funds, 18 and which ever is higher, that's what they 19 end up getting. 20 So we -- we did it as a beta test 21 the first quarter of '17. Everybody loved 22 it. Everybody said we don't want to go 23 back to the old system, so that's when 24 we eventually changed out the managed 25 account program, and we went solely in the</p>

OASIS CALL
October 30, 2018

18 to 21

<p style="text-align: right;">Page 18</p> <p>1 proprietary trading.</p> <p>2 So last year, this is proprietary</p> <p>3 trading, we ended up around 22, a little</p> <p>4 over 22 percent, and this year we're above</p> <p>5 17 percent. I figure we're going to finish</p> <p>6 somewhere, again, between 20 and 22,</p> <p>7 November, December usually a little bit</p> <p>8 more active months as far as activity is</p> <p>9 concerned, so we have a very active</p> <p>10 January, February, March, and it slowed</p> <p>11 down during the summer and into the fall,</p> <p>12 but I think it will pick up substantially</p> <p>13 for November and December.</p> <p>14 So I'm figuring we're going to end</p> <p>15 up somewhere around the same place we ended</p> <p>16 up last year, maybe slightly below, but</p> <p>17 we'll be over 20 percent, we're just not in</p> <p>18 at 22 percent.</p> <p>19 And again, the way we do it is</p> <p>20 simple. A person will put their money into</p> <p>21 our proprietary trading client --</p> <p>22 proprietary trading account. They're</p> <p>23 basically lending us the money. We are</p> <p>24 giving them a note. The note says we owe</p> <p>25 you that money with a minimum of 12 percent</p>	<p style="text-align: right;">Page 20</p> <p>1 it compound to compound, you can, if you</p> <p>2 want to take it out, can you have it wired</p> <p>3 (Inaudible) at the end of each month for</p> <p>4 the amount you made for the month. If you</p> <p>5 want to participate with retirement funds,</p> <p>6 you can. You have to go through a separate</p> <p>7 process where obviously wherever your funds</p> <p>8 are currently, they have to be rolled over</p> <p>9 to an IRA at Midland, where it's a seller</p> <p>10 direct the IRA company which we have a</p> <p>11 setup with where we're regarded as an</p> <p>12 institutional account with them. Our</p> <p>13 investment is approved with them.</p> <p>14 You would roll -- you would create</p> <p>15 an IRA at Midland, do a current IRA, you</p> <p>16 would send over as much or as little as you</p> <p>17 want for that IRA to Midland to invest with</p> <p>18 us. Whatever you choose to invest with us</p> <p>19 obviously comes from Midland, but you don't</p> <p>20 have any tax implications, because you're</p> <p>21 just rolling from one IRA to another, and</p> <p>22 then any funds going back to you, you have</p> <p>23 to go back through Midland so you don't</p> <p>24 have any tax consequences.</p> <p>25 So in the event you have an IRA with</p>
<p style="text-align: right;">Page 19</p> <p>1 per annum or 25 percent of the fees of the</p> <p>2 spreads we capture, whichever is greater.</p> <p>3 Every single day at the end of each</p> <p>4 trading day you can login to your back</p> <p>5 office, you can check your loan, save it,</p> <p>6 and you can see how much is deposited in</p> <p>7 central interest every single day into your</p> <p>8 account. So you can keep track of it on a</p> <p>9 daily and a monthly basis, you know exactly</p> <p>10 where you stand all the time.</p> <p>11 It's a liquid investment because the</p> <p>12 note is written as a perpetual note, which</p> <p>13 means that we never have to renew it, but</p> <p>14 you can call it any time you want. So</p> <p>15 if you say you want to take your money out,</p> <p>16 it turns into a 90-day note. In 90 days</p> <p>17 you can have 100 percent of your money</p> <p>18 back, so you're essentially getting a very</p> <p>19 high yielding -- a very high yielding rate</p> <p>20 of return for -- without tying up your</p> <p>21 funds for any extended period of time. 90</p> <p>22 days is the max.</p> <p>23 And in addition to that, you're paid</p> <p>24 your special interest out every single</p> <p>25 month. So if you want to roll with</p>	<p style="text-align: right;">Page 21</p> <p>1 us, you want to take interest out every</p> <p>2 month. We send it back to Midland, and</p> <p>3 then you can do what you want with it. You</p> <p>4 can go and make other investments with your</p> <p>5 IRA, you can send it back to an IRA with a</p> <p>6 different company, or you can just stay</p> <p>7 compound with us, whatever -- whatever you</p> <p>8 prefer.</p> <p>9 So Ray, I think we covered pretty</p> <p>10 much all the bases. What I guess we do now</p> <p>11 is just open it up for some questions and</p> <p>12 (Inaudible) what -- you know, what people</p> <p>13 might -- might need additional information</p> <p>14 on.</p> <p>15 MR. MONTIE: Okay. Mike, great job.</p> <p>16 If you have any questions for Mike, you can</p> <p>17 text me at area code 516-991-0808.</p> <p>18 516-919-0808. A couple of questions coming</p> <p>19 in already, Mike. First question is,</p> <p>20 second call, very exciting. What are my</p> <p>21 risks. What are risks, and second part of</p> <p>22 that question is do I pay any fees to be</p> <p>23 part of this?</p> <p>24 MR. DACORTA: Okay. So let's take</p> <p>25 the first -- the second part first because</p>

<p style="text-align: right;">Page 22</p> <p>1 it's the easiest. You pay no fees. You're</p> <p>2 not an account with us, you're a lender to</p> <p>3 us, so we have an obligation to pay you.</p> <p>4 We pay you a minimum of the 12 percent or</p> <p>5 the fees. You pay us nothing.</p> <p>6 The only thing you may incur is a</p> <p>7 wire fee from your bank. Obviously, we're</p> <p>8 wiring money back and forth, if you're</p> <p>9 taking withdrawals or you're sending</p> <p>10 deposits, but that's from the bank</p> <p>11 charging, we don't charge anything.</p> <p>12 So there are no fees. The only</p> <p>13 thing that you're going to get -- you're</p> <p>14 going to get from us is interest and</p> <p>15 special interest. The interest is the</p> <p>16 minimum of 12 percent. The special</p> <p>17 interest is anything above the 12 percent.</p> <p>18 And again, you're a lender to us,</p> <p>19 you're not an account -- you're not a --</p> <p>20 you're not a customer, so we don't charge</p> <p>21 you any fees of any kind, so that's --</p> <p>22 that's -- that's an easy one to answer.</p> <p>23 So the risk. The risk with you with</p> <p>24 what we do is there's no trading risk</p> <p>25 because the simple fact it's two things --</p>	<p style="text-align: right;">Page 24</p> <p>1 someone's looking to buy. We're bidding,</p> <p>2 we hit our bid, we put out an offer,</p> <p>3 we keep the middle. So from a trading</p> <p>4 standpoint, we don't hold positions, so</p> <p>5 we have no risk there, and the minimal risk</p> <p>6 we have here and there, you know, it takes</p> <p>7 a few seconds to go from -- from a buy to a</p> <p>8 sell.</p> <p>9 We have substantial capital in place</p> <p>10 ahead of anyone's capital, so we've never</p> <p>11 had a day where our fee collection has ever</p> <p>12 been negative. In other words, so we're</p> <p>13 executing all these transactions. Once in</p> <p>14 a while we may get hit for 1,000 or \$5,000</p> <p>15 on a trade, but our fee collection at the</p> <p>16 end of the day even on a slow day is a</p> <p>17 couple of hundred thousand a day, so</p> <p>18 it's -- it really doesn't -- it really</p> <p>19 doesn't effect us in any way.</p> <p>20 What you have to realize is</p> <p>21 if someone has \$1 million with us, we're</p> <p>22 essentially turning over the money on a</p> <p>23 normal day 12 to 15 times. On a busy day</p> <p>24 55 to, 60 times. So that means on an</p> <p>25 average day you're going to get paid</p>
<p style="text-align: right;">Page 23</p> <p>1 it's two things in play.</p> <p>2 Number one, our actual capital</p> <p>3 buffers the lenders capital, so if our</p> <p>4 capital is at risk first, which means</p> <p>5 we would have to go through 100 percent of</p> <p>6 our capital before one penny of lenders'</p> <p>7 capital is ever touched. That's number</p> <p>8 one.</p> <p>9 Number two, we don't hold any</p> <p>10 positions, so we normally hold positions</p> <p>11 for seconds, maybe a minute, so we're not</p> <p>12 in the business of making guesses as to</p> <p>13 whether things are going up or down. So I</p> <p>14 really don't care whether markets are up or</p> <p>15 down a thousand points today, whether the</p> <p>16 bond market is collapsing, whether oil</p> <p>17 markets are going through the roof or</p> <p>18 collapsing.</p> <p>19 All of that just creates</p> <p>20 opportunities, because the more volatile</p> <p>21 markets, whether they're up or down, they</p> <p>22 usually create more activity in the</p> <p>23 currency market, and all we do is get in</p> <p>24 the way of transactions. We just buy and</p> <p>25 sell based on someone's looking to sell,</p>	<p style="text-align: right;">Page 25</p> <p>1 spreads of 25 percent of what we earn on 12</p> <p>2 to \$15 million if you have \$1 million with</p> <p>3 us.</p> <p>4 Now, on a busy day, you're going to</p> <p>5 get paid (Inaudible) if you have \$1 million</p> <p>6 with us, and other days it will fall</p> <p>7 somewhere in between there, but those</p> <p>8 spread captures more than offset any time</p> <p>9 you get bit, because there are times we'll</p> <p>10 get bit, let's say -- you know, people say</p> <p>11 how does that happen.</p> <p>12 Let's say I'm bidding the euro right</p> <p>13 now, and I get hit on the bid, so I'm</p> <p>14 buying it at 113.43, but the second</p> <p>15 I execute that order, something hits the</p> <p>16 (Inaudible) that sends the euro down ten</p> <p>17 basis points, so instead of trying to offer</p> <p>18 that, I'll just hit the bid and get right</p> <p>19 out. I'll lose ten basis points, but the</p> <p>20 ten basis points is -- is -- is ten</p> <p>21 hundredths of a penny.</p> <p>22 So it's a small amount that's</p> <p>23 increment -- there are other times where</p> <p>24 I'll bid it, and good news will come out.</p> <p>25 Instead of making three or four basis</p>

OASIS CALL


October 30, 2018

26 to 29

Page 26	Page 28
<p>1 points, you make 10 or 12, so it kind of</p> <p>2 evens out in the end, but so really as far</p> <p>3 as trading risk, there's -- there's really</p> <p>4 none, because, again, we're just not</p> <p>5 holding any positions.</p> <p>6 So that kind of is a long-winded --</p> <p>7 a long-winded explanation or -- or -- but</p> <p>8 I just wanted to make sure everybody kind</p> <p>9 of understands, I don't want to just say</p> <p>10 there's no trading risk without explaining</p> <p>11 it, so hopefully I explained it enough that</p> <p>12 everybody understands what we're -- how</p> <p>13 we operate.</p> <p>14 MR. MONTIE: Absolutely, Mike. A</p> <p>15 couple of more questions. This person</p> <p>16 asked about IRA and 401K, and so they begun</p> <p>17 it a little bit late, so they apologize</p> <p>18 if you already (Inaudible) on this, what</p> <p>19 are the minimums to get started?</p> <p>20 MR. DACORTA: Okay. So the minimum</p> <p>21 for a regular cash account is 10,000. The</p> <p>22 minimum for an IRA is 20,000, and the</p> <p>23 reason why it's 20,000 for an IRA is just</p> <p>24 simply it's really not worth it for you to</p> <p>25 go through the -- the time of transferring</p>	<p>1 how much of the spread that you capture on</p> <p>2 your money every single day.</p> <p>3 MR. MONTIE: Okay. And this person</p> <p>4 asked (Inaudible) return more than 12</p> <p>5 percent associated with nominal increases</p> <p>6 of investment money?</p> <p>7 MR. DACORTA: Repeat that. I'm not</p> <p>8 one hundred percent sure I -- I get that,</p> <p>9 I thought I (Inaudible.)</p> <p>10 MR. MONTIE: If (Inaudible) return</p> <p>11 (Inaudible) than 12 percent associated with</p> <p>12 the nominal increases of investment money?</p> <p>13 MR. DACORTA: I don't think that --</p> <p>14 MR. MONTIE: If you can answer that.</p> <p>15 MR. DACORTA: Yeah, in other words</p> <p>16 every time your (Inaudible) -- whatever</p> <p>17 your (Inaudible) are at the time at the</p> <p>18 beginning of the month, if you're adding or</p> <p>19 if you're rolling funds, it's always at</p> <p>20 least 1 percent a month of the amount you</p> <p>21 start with that month, so that's the way</p> <p>22 it works.</p> <p>23 So if you -- if you -- if you --</p> <p>24 if you, you know, come in -- if you come in</p> <p>25 with (Inaudible) a month, your money has</p>
Page 27	Page 29
<p>1 an account over and paying the extra fees</p> <p>2 for less than that. So we don't want</p> <p>3 people just to be paying all these fees,</p> <p>4 transferring their current IRA, opening up</p> <p>5 an IRA in Midland.</p> <p>6 Just, you know, IRA companies are</p> <p>7 famous for charging fees, and we just don't</p> <p>8 want to see someone transfer over 10 or</p> <p>9 \$12,000 because it just isn't -- it's not</p> <p>10 worth it for you.</p> <p>11 So 20 -- you know, 20 to 25, I mean,</p> <p>12 we say 20, but even -- even that, it --</p> <p>13 if you're going to do it, it should be 25</p> <p>14 or more, that way it's worth your time and</p> <p>15 your (Inaudible) to do it, but it -- but</p> <p>16 it's 10 and 20 for cash and IRA.</p> <p>17 MR. MONTIE: Okay. Great. Mike,</p> <p>18 I know you talked to somebody (Inaudible) a</p> <p>19 couple of questions. Can we be all</p> <p>20 (Inaudible) on a daily basis, I think you</p> <p>21 covered what you can see.</p> <p>22 MR. DACORTA: You can see -- you can</p> <p>23 see how much you are paying. That's --</p> <p>24 that's what you get to see. So you'll get</p> <p>25 to see how much of the special interest --</p>	<p>1 accrued to, let's say, from 100,000 to</p> <p>2 120,000, now you're making one percent on</p> <p>3 120,000 in month five as of now. If that's</p> <p>4 what you're -- I say that's what you might</p> <p>5 be asking, but I'm not one hundred percent</p> <p>6 sure.</p> <p>7 MR. MONTIE: Yeah, and so -- well,</p> <p>8 the way I read it, too, is you're going to</p> <p>9 get that 12 percent no matter what, whether</p> <p>10 you have 10,000 or 100,000 or \$1 million in</p> <p>11 there?</p> <p>12 MR. DACORTA: Oh, yeah, that doesn't</p> <p>13 matter. The percentages are the same</p> <p>14 whether you have a \$10,000 account or \$10</p> <p>15 million account. It doesn't matter.</p> <p>16 MR. MONTIE: Mike, I've got a</p> <p>17 question about Midland and how to contact</p> <p>18 them, so if someone wants to do an IRA or</p> <p>19 (Inaudible), should they contact Midland or</p> <p>20 what should they do?</p> <p>21 MR. DACORTA: No, absolutely not.</p> <p>22 They contact us. You email Gil, and Gil</p> <p>23 will then start the process. He will send</p> <p>24 you all the paperwork. Gil interacts with</p> <p>25 Midland, and he'll get you all the</p>

OASIS CALL
October 30, 2018

30 to 32

<p style="text-align: right;">Page 30</p> <p>1 paperwork. You might just have to maybe</p> <p>2 sign one or two things and get it back</p> <p>3 directly to Midland, but Gil will walk you</p> <p>4 through the process, get anything you need,</p> <p>5 and he'll -- he'll handle all the</p> <p>6 interactions with Midland. It's maybe just</p> <p>7 one thing you'll have to do directly with</p> <p>8 Midland, but he'll instruct you every step</p> <p>9 of the way.</p> <p>10 So the first thing you do is you</p> <p>11 want to contact Gil Wilson, which is</p> <p>12 Gwilson@Oasismgt, that's O-A-S-I-S, Mary,</p> <p>13 George, Thomas dot com.</p> <p>14 MR. MONTIE: Sounds good, Mike. A</p> <p>15 couple of people just said thank you.</p> <p>16 Appreciate you being on the call here</p> <p>17 tonight. Thank you for the time, and</p> <p>18 we appreciate everybody getting on and</p> <p>19 listening on the call. We appreciate it.</p> <p>20 MR. DACORTA: Sounds good.</p> <p>21 (Inaudible) we're all done, we have all the</p> <p>22 questions?</p> <p>23 MR. MONTIE: (Inaudible.)</p> <p>24 MR. DACORTA: Okay.</p> <p>25 MR. MONTIE: (Inaudible.) Thank you</p>	<p style="text-align: right;">Page 32</p> <p style="text-align: center;">CERTIFICATE</p> <p>1</p> <p>2</p> <p>3 - - -</p> <p>4</p> <p>5 I, Matthew J. Haas, Court Reporter and</p> <p>6 Transcriptionist, do hereby certify that I was</p> <p>7 authorized to and did listen to and</p> <p>8 stenographically transcribe the foregoing</p> <p>9 recorded proceedings and that the transcript is a</p> <p>10 true record to the best of my professional</p> <p>11 ability.</p> <p>12</p> <p>13</p> <p>14</p> <p>15 Dated this 1st day of July, 2019.</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21 </p> <p>22 MATTHEW J. HAAS</p> <p>23 Court reporter</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 31</p> <p>1 for your time.</p> <p>2 MR. DACORTA: I -- I thank everybody</p> <p>3 for taking the time to listen, and</p> <p>4 appreciate it, and everybody have a great</p> <p>5 night, and a happy Halloween.</p> <p>6 MR. MONTIE: Okay. Thank you very</p> <p>7 much.</p> <p>8 MR. DACORTA: Bye, now.</p> <p>9 MR. MONTIE: Bye-bye.</p> <p>10 (End of recording.)</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	

OASIS CALL

November 05, 2018

THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

CASE NO. 8:19 CV 886T33 SPF

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

v.

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

Defendants,

and

MAINSTREAM FUND SERVICES, INC.;
BOWLING GREEN CAPITAL
MANAGEMENT LLFC; 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 4OAKS LLC,

Relief Defendants.

RECORDED TELEPHONE CALL WITH
RAYMOND MONTIE AND MICHAEL DACORTA

NOVEMBER 5, 2018

<p style="text-align: right;">Page 2</p> <p>1 (Thereupon:)</p> <p>2 MR. MONTIE: We're going to go ahead</p> <p>3 and get started with this call. First of</p> <p>4 all, thank you for taking some time and</p> <p>5 joining us for the call tonight. My name</p> <p>6 is Ray Montie. I wanted to give you a</p> <p>7 little bit information about Mike and how</p> <p>8 I met Mike and how this thing got started.</p> <p>9 I actually had the pleasure of</p> <p>10 meeting Mike back in June of 2011,</p> <p>11 partnered up with another business, and</p> <p>12 I got to spend three, four, five days a</p> <p>13 week with Mike, got to know his family and</p> <p>14 who he was, and he shared with me the</p> <p>15 success that he had working down on Wall</p> <p>16 Street.</p> <p>17 And it didn't take me long to figure</p> <p>18 out this guy was brilliant, and I had an</p> <p>19 incredible opportunity to have some of my</p> <p>20 money that was sitting in a checking</p> <p>21 account not doing a whole lot, have Mike</p> <p>22 manage it for me, and so that started back</p> <p>23 in October of 2011.</p> <p>24 After about 70 days, I was amazed</p> <p>25 with the return, so during the holidays of</p>	<p style="text-align: right;">Page 4</p> <p>1 give you a little information about what</p> <p>2 we do and how we do it, and you'll be free</p> <p>3 to make your own decision whether or not</p> <p>4 it's something that fits into your</p> <p>5 financial plans.</p> <p>6 A little bit about myself. I am 53</p> <p>7 years old. I've been in the business since</p> <p>8 I came out of college. I went down to Wall</p> <p>9 Street at age 21 and started working on a</p> <p>10 trading desk down there. By age 28 I had</p> <p>11 decided to go out and form my own brokerage</p> <p>12 firm, which I did. I was in the normal</p> <p>13 brokerage business, stocks, bonds, just a</p> <p>14 regular NASDAQ firm.</p> <p>15 At the time I had a couple of</p> <p>16 partners, and I was 28, they were just</p> <p>17 about 60 or in their late fifties.</p> <p>18 We formed a company. We were going for a</p> <p>19 few years, and we were experiencing very</p> <p>20 good success. I wanted to be engaged, I</p> <p>21 was -- I wanted to kind of expand the</p> <p>22 business of doing some additional things,</p> <p>23 growing a little bit more aggressively and</p> <p>24 take on some more responsibilities.</p> <p>25 However, they were happy with the</p>
<p style="text-align: right;">Page 3</p> <p>1 2011, I asked Mike if he would mind</p> <p>2 if I reached out to a couple of family</p> <p>3 members, close friends, and business</p> <p>4 associates, if he would give them the same</p> <p>5 opportunity.</p> <p>6 He agreed, and that was back in</p> <p>7 January of 2012, and God, it's been and</p> <p>8 incredible run. Last year we finished the</p> <p>9 year about 22 percent. So far this year</p> <p>10 we're up over 17 percent, and, you know,</p> <p>11 the person that's responsible for that is</p> <p>12 the gentleman I'm about to introduce.</p> <p>13 He's now living down in Sarasota,</p> <p>14 Florida with his family, just an incredible</p> <p>15 person. I respect him a lot. I appreciate</p> <p>16 what he does to help so many people. I'm</p> <p>17 going to turn it over to my business</p> <p>18 partner, Mike Dacorta, who can tell you a</p> <p>19 little bit about himself and Oasis.</p> <p>20 Mike, thank you so much for being on</p> <p>21 here tonight.</p> <p>22 MR. DACORTA: Oh, hey, Ray, thank</p> <p>23 you, as always, for your kind words, and</p> <p>24 thank you, everybody, for calling in this</p> <p>25 evening. Like Ray said, we're going to</p>	<p style="text-align: right;">Page 5</p> <p>1 amount of money we were making. They also</p> <p>2 didn't really want to take any additional</p> <p>3 risks, nor did they want to put in anymore</p> <p>4 time. They were kind of winding down their</p> <p>5 careers, so at that point in time we got</p> <p>6 someone that was -- one of the people that</p> <p>7 they had a lot of experience with over the</p> <p>8 years come in and buy my portion of the</p> <p>9 company.</p> <p>10 I took the capital I made on that</p> <p>11 venture, and I went down town and I made a</p> <p>12 deal with a very large trading firm where</p> <p>13 I would put up a significant amount of</p> <p>14 capital with them.</p> <p>15 They would -- I would put all my</p> <p>16 trades through their desk. I -- but</p> <p>17 I wanted 50 million of their dollars to</p> <p>18 manage, and I wanted 85 percent of the</p> <p>19 profits I generated on their money, because</p> <p>20 I was insulating them from the risk. My</p> <p>21 money was at risk first, and they would cut</p> <p>22 me off if I was not trading correctly.</p> <p>23 So they didn't have any risk of</p> <p>24 losing their own money, and yet they were</p> <p>25 getting all the volume from all my</p>

<p style="text-align: right;">Page 6</p> <p>1 business. So they thought that was a good</p> <p>2 idea, it was fair for both sides.</p> <p>3 And I began that in the late</p> <p>4 nineties. The Asian financial crisis just</p> <p>5 hit and started to abating, and the market</p> <p>6 was starting to pick up a little bit of</p> <p>7 steam and the economy was starting to turn</p> <p>8 around a little bit.</p> <p>9 And at that point in time due to the</p> <p>10 Asian financial crisis, the Russian</p> <p>11 default, oil was trading at \$11.50 a</p> <p>12 barrel, and a lot of people were buying the</p> <p>13 dot com stocks coming out of that crisis,</p> <p>14 and I'm the type of person, I have to buy</p> <p>15 something that I can put pencil to paper</p> <p>16 and figure out how it was a real investment</p> <p>17 and how it was going to be worth more</p> <p>18 tomorrow that it was today, and I just</p> <p>19 didn't get the warm and fuzzy feeling from</p> <p>20 the dot com stocks.</p> <p>21 But I knew oil -- the drilling to</p> <p>22 get the oil out of the ground cost about</p> <p>23 \$14 a barrel at the time, so if the global</p> <p>24 economy was going to pick up, \$11.50 wasn't</p> <p>25 going to stay, it had to rise to at least</p>	<p style="text-align: right;">Page 8</p> <p>1 was strong, so I may have had large oil</p> <p>2 positions, and I would hedge with the U.S.</p> <p>3 dollar.</p> <p>4 Over time I realized that the dollar</p> <p>5 was really the best trading vehicle there</p> <p>6 was. It was incredibly liquid. There was</p> <p>7 no way any one individual or any company</p> <p>8 could manipulate the value of the dollar,</p> <p>9 it's too big and too large, and it was --</p> <p>10 so from purely -- from a pure trading</p> <p>11 standpoint under that -- that -- that</p> <p>12 technical analysis, the dollar was</p> <p>13 definitely what I decided I wanted to trade</p> <p>14 from that point on.</p> <p>15 So I cashed out of everything, and</p> <p>16 I formed my own currency trading firm which</p> <p>17 was a CPA, it was a U.S. domestic firm</p> <p>18 commodities trading advisor, and we ran</p> <p>19 that from just late 2000 is when we formed</p> <p>20 it, and we -- we wound it down about six</p> <p>21 months after Lehman Brothers went down.</p> <p>22 We had enormous success in the eight</p> <p>23 years we were running it, and after Lehman</p> <p>24 Brothers went down, for many reasons,</p> <p>25 number one, the -- the regulatory</p>
<p style="text-align: right;">Page 7</p> <p>1 15, \$17 before anyone would start pumping</p> <p>2 oil again. If the economy picked up, all</p> <p>3 the stock piles would be depleted pretty</p> <p>4 quickly, so I figured that was a safe</p> <p>5 investment for me since I was putting my</p> <p>6 capital on the line, and I began buying at</p> <p>7 11.50, 12.00, 12.50, and before you know</p> <p>8 it, it started rising and the economy</p> <p>9 started picking up steam.</p> <p>10 And I decided to buy a lot of the</p> <p>11 oil service stocks and oil production</p> <p>12 stocks and exploration stocks that were</p> <p>13 very depressed (Inaudible) at the time.</p> <p>14 Fast forward 18 months, oil rose to</p> <p>15 \$65 a barrel, and a lot of those stocks</p> <p>16 I purchased at 5 to \$12 were trading 50 to</p> <p>17 \$80, but there was one very valuable lesson</p> <p>18 I learned along the way, the dollar was the</p> <p>19 best bet as far as trading that I had ever</p> <p>20 seen.</p> <p>21 The reason for that is I used the</p> <p>22 U.S. dollar to hedge my oil positions,</p> <p>23 because they kind of worked inversely. The</p> <p>24 oil being strong against the weak dollar</p> <p>25 and on days when oil was weak, the dollar</p>	<p style="text-align: right;">Page 9</p> <p>1 environment became impossible where the</p> <p>2 regulations were changing on a day-to-day</p> <p>3 basis, it was impossible to keep up with</p> <p>4 them, and they were essentially trying to</p> <p>5 force any smaller companies to the</p> <p>6 sidelines and only allowed the big banks to</p> <p>7 have the business.</p> <p>8 Then on top of that, I knew I could</p> <p>9 not look my clients in the eye anymore and</p> <p>10 tell them I could continue to do for them</p> <p>11 what I did for them for the last eight</p> <p>12 years, and the simple fact that fundamental</p> <p>13 and technical analysis, anything that had</p> <p>14 to do with economics, you can throw it all</p> <p>15 out the window, the only thing that</p> <p>16 mattered was what some politician or some</p> <p>17 banker was going to say in the middle of</p> <p>18 the night 6,000 miles away that was going</p> <p>19 to affect currency price, and because of</p> <p>20 the problems in the market, you would have</p> <p>21 big gaps of many -- you know, many basis</p> <p>22 points without any warning. It's just too</p> <p>23 risky.</p> <p>24 And by the time that point in time</p> <p>25 came around, we had some great success with</p>

November 05, 2018

10 to 13

<p style="text-align: right;">Page 10</p> <p>1 some very, very large and high-profile type</p> <p>2 families and individuals as our clients,</p> <p>3 and I was not -- not about to throw our</p> <p>4 reputation on the line or risk other</p> <p>5 people's money in a market that I would not</p> <p>6 feel comfortable trading my own.</p> <p>7 So we wound everything down, we</p> <p>8 closed down, sent everybody their capital</p> <p>9 back, and we basically said a year from</p> <p>10 now, a few years from now if things change,</p> <p>11 you know, we'll make a decision (Inaudible)</p> <p>12 again, we'll let everybody know, and then</p> <p>13 (Inaudible) we got involved in another</p> <p>14 business he spoke about where we had --</p> <p>15 we spoke a lot, I told him what I needed,</p> <p>16 you know, we talked a lot about economics</p> <p>17 and politics, and geopolitics, and you know</p> <p>18 how all things are mixed in, you know when</p> <p>19 you're buying (Inaudible) at the beginning</p> <p>20 (Inaudible) you know, just as a friend I'll</p> <p>21 do it for you, and we'll see where it goes.</p> <p>22 By that point in time, the market</p> <p>23 (Inaudible) got a little bit more back to</p> <p>24 normal so that it was tradable again.</p> <p>25 We had some success as Ray mentioned, and</p>	<p style="text-align: right;">Page 12</p> <p>1 United States because of the regulatory</p> <p>2 environment, and I want my own</p> <p>3 broker-dealer.</p> <p>4 And the reason why I wanted to own</p> <p>5 the broker-dealer was when Lehman Brothers</p> <p>6 went down, a lot of people didn't</p> <p>7 understand what counterparty risk was. All</p> <p>8 of sudden you started hearing that everyday</p> <p>9 not understanding what that was.</p> <p>10 (Inaudible) had to have confidence</p> <p>11 in the (Inaudible) the problem that you had</p> <p>12 when you're trading (Inaudible) the other</p> <p>13 side of trade that you're able to have</p> <p>14 financial well-being to fulfill that trade,</p> <p>15 and what happened with Lehman Brothers, so</p> <p>16 (Inaudible) multibillion dollar companies</p> <p>17 (inaudible) great companies like Refco and</p> <p>18 Mann Financial, and those were very well</p> <p>19 (Inaudible.)</p> <p>20 So when we were a CPA, we could not</p> <p>21 accept (Inaudible), we could trade your</p> <p>22 (Inaudible) you would provide us with a</p> <p>23 limited (Inaudible), and all your funds</p> <p>24 were sitting at a broker-dealer which</p> <p>25 we had no affiliation with other than the</p>
<p style="text-align: right;">Page 11</p> <p>1 he asked (Inaudible) people get involved.</p> <p>2 So we essentially had a little club,</p> <p>3 a friends and family kind of investment</p> <p>4 club. We had for a while, and again</p> <p>5 we continued to have success, and Ray kept</p> <p>6 coming and saying, you know, (Inaudible)</p> <p>7 let additional people in, and I said, well,</p> <p>8 (Inaudible) in order to grow, to, know you,</p> <p>9 to allow other people in, we need to become</p> <p>10 an official business.</p> <p>11 So anyway, from that point in time</p> <p>12 I went down to a friend of mine whose name</p> <p>13 is Joe Anile, and he is a high-level</p> <p>14 corporate attorney on Wall Street.</p> <p>15 He worked out of the chairman's office for</p> <p>16 Lehman Brothers (Inaudible) firms, and also</p> <p>17 major banks, major hedge funds (Inaudible)</p> <p>18 a lot of their business.</p> <p>19 So I went down. Again, Joe was a</p> <p>20 good friend. (Inaudible) mid to late</p> <p>21 twenties, (Inaudible) currency trading</p> <p>22 company, and he sent me a lot of clients</p> <p>23 over the years. I sat down with him, and I</p> <p>24 told him I want to do exactly what we did</p> <p>25 before except (Inaudible) outside the</p>	<p style="text-align: right;">Page 13</p> <p>1 fact we chose that it would be -- the</p> <p>2 broker-dealer (Inaudible) our trades, so</p> <p>3 (Inaudible.)</p> <p>4 Well, that was all well and good for</p> <p>5 a very long period of time before many --</p> <p>6 the Lehman Brothers went down, but many of</p> <p>7 those firms went down. People who had</p> <p>8 (Inaudible) who happened to be at other</p> <p>9 firms that went under, all of a sudden</p> <p>10 regardless of whether they were trading</p> <p>11 perfectly or not, they potentially could</p> <p>12 have lost all their money (Inaudible) and</p> <p>13 for them to get it back, they would have to</p> <p>14 go through some time frame or litigation to</p> <p>15 wait for it and regulators to go ahead and</p> <p>16 sort out what had happened with those large</p> <p>17 firms.</p> <p>18 So at that point in time I made a</p> <p>19 commitment to myself and anyone that</p> <p>20 (Inaudible) clients in the future that if I</p> <p>21 was ever going to do it again, I would</p> <p>22 never have funds outside of my own control</p> <p>23 (Inaudible) with a firm where I'm trading</p> <p>24 (Inaudible) based on your trust (Inaudible)</p> <p>25 and yet I really have no control over your</p>

<p style="text-align: right;">Page 14</p> <p>1 funds. I do from a trading standpoint, but</p> <p>2 that company that's holding your funds can</p> <p>3 be doing anything with the funds.</p> <p>4 (Inaudible) and having collapsed the</p> <p>5 markets all of a sudden (Inaudible) can be</p> <p>6 out of business and (Inaudible.) So that</p> <p>7 was the main reason for owning the</p> <p>8 broker-dealer. So with the broker-dealer</p> <p>9 we have total control of the entire</p> <p>10 apparatus, and we don't have to rely on</p> <p>11 anyone else.</p> <p>12 We just (Inaudible) center banks</p> <p>13 knowing that if the banks went down, that</p> <p>14 we have our capital with -- if they all</p> <p>15 went down, we have much less problem than</p> <p>16 (Inaudible.) So that's the reason why</p> <p>17 we went in that direction.</p> <p>18 Then what we did was we formed Oasis</p> <p>19 International Group. So Oasis</p> <p>20 International Group is a -- a (Inaudible)</p> <p>21 firm registered in the Cayman Islands.</p> <p>22 We then formed our own broker-dealer which</p> <p>23 Oasis had actually (Inaudible) one hundred</p> <p>24 percent of, and that's the way we ran our</p> <p>25 business.</p>	<p style="text-align: right;">Page 16</p> <p>1 and we're keeping the middle.</p> <p>2 So essentially we hold positions for</p> <p>3 seconds, and we just taking it in on the</p> <p>4 bid (Inaudible.) Effectively were buying</p> <p>5 and selling different volumes at the same</p> <p>6 time and keeping the middle, which is the</p> <p>7 difference between the bid and the offer,</p> <p>8 and by doing so, after a couple of years,</p> <p>9 I looked at our results.</p> <p>10 At the end of December of 2016,</p> <p>11 I realized that proprietary trading was --</p> <p>12 all -- all our regular trading was</p> <p>13 (Inaudible.) Our clients were very happy</p> <p>14 at the time. I realized that the</p> <p>15 proprietary trading was actually</p> <p>16 (Inaudible) higher and less risk.</p> <p>17 So it's (Inaudible) someone --</p> <p>18 anyone who understanding best (Inaudible)</p> <p>19 less risk. That's kind of a better place</p> <p>20 to be (Inaudible) some of our largest</p> <p>21 clients and we explained to them what</p> <p>22 we were doing, so we'd like you to switch</p> <p>23 from a customer over to a lender</p> <p>24 (Inaudible) if you want to go back, we'll</p> <p>25 put you back. If you don't want to go</p>
<p style="text-align: right;">Page 15</p> <p>1 So in the beginning we ran it --</p> <p>2 we ran -- we ran the CPA originally where</p> <p>3 we had a managed (Inaudible) managed</p> <p>4 account program where anyone placing their</p> <p>5 funds with us, we would manage their</p> <p>6 accounts based on the fact that we had</p> <p>7 (Inaudible) up or down, (Inaudible) Swiss</p> <p>8 franc. We had (Inaudible) rely on our</p> <p>9 trades.</p> <p>10 (Inaudible) if you were a U.S.</p> <p>11 citizen, you had to (Inaudible) what's</p> <p>12 called a (Inaudible) contract participant,</p> <p>13 which means (Inaudible) business with us</p> <p>14 except (Inaudible.)</p> <p>15 So we did that, we did it very</p> <p>16 successfully for a couple of years, but as</p> <p>17 the broker-dealer, we also had the ability</p> <p>18 to do what we call a proprietary trade or</p> <p>19 market make. Essentially with the bid and</p> <p>20 the offer, there's a difference in the bid</p> <p>21 and offer of a few basis points.</p> <p>22 Someone a selling euros out of Hong</p> <p>23 Kong, they're selling it at my bid.</p> <p>24 Someone is buying at the same time euros</p> <p>25 out of Sweden, we're selling it to them,</p>	<p style="text-align: right;">Page 17</p> <p>1 back, we'll continue this way.</p> <p>2 We started in January of 2017, and</p> <p>3 by the middle of February, we had switched</p> <p>4 over (Inaudible) we don't want to go back</p> <p>5 the other way, we like this much better and</p> <p>6 we want to stick with it, so at that point</p> <p>7 in time we made the decision to switch all</p> <p>8 our managed money accounts over into just</p> <p>9 simply proprietary trading (Inaudible.)</p> <p>10 We shut down the entire managed part</p> <p>11 of our business and from that point in time</p> <p>12 all we did was make a market with</p> <p>13 proprietary trading with the capital from</p> <p>14 our account, and anyone who wanted to</p> <p>15 participate, (Inaudible) money into the</p> <p>16 program, we provide them with a note.</p> <p>17 The note states that you'll get a</p> <p>18 minimum of 12 percent per year or 25</p> <p>19 percent of the spreads that we capture on a</p> <p>20 daily basis using your capital. So on an</p> <p>21 average day, we turn the money over</p> <p>22 (Inaudible), so for every million dollars</p> <p>23 that we have capital, we're doing somewhere</p> <p>24 between 10 and 15 million in trading, so</p> <p>25 if a person had \$1 million with us, and on</p>

OASIS CALL

November 05, 2018

18 to 21


<p style="text-align: right;">Page 18</p> <p>1 an average day we're doing, let's say, \$12</p> <p>2 million, they're earning the basis points,</p> <p>3 the difference between the bid and the</p> <p>4 offer, they're earning 25 percent of what</p> <p>5 we capture using their money.</p> <p>6 On \$12 million instead of just the 1</p> <p>7 million that they have with us, going</p> <p>8 through that day in and day out, on a busy</p> <p>9 day we'll turn the funds over 50, 55 times,</p> <p>10 which means on \$1 million you'll have 50,</p> <p>11 \$55 million worth of transactions done that</p> <p>12 you'll be collecting a split on.</p> <p>13 So we ended up -- it adds up to a</p> <p>14 decent amount, somewhere in the range of</p> <p>15 maybe one and a quarter, two and a quarter,</p> <p>16 two and a half on average. Somewhere in</p> <p>17 between there we've had some big months</p> <p>18 where we've earned four, four and a half</p> <p>19 percent. We've had some months where</p> <p>20 we just did 1.1, 1.2, but on an average</p> <p>21 basis, a rolling average over the course</p> <p>22 (Inaudible) we're confident that</p> <p>23 (Inaudible) somewhere 20 percent per year</p> <p>24 instead of the 12 percent that we more or</p> <p>25 less use as a base of a guarantee. It's</p>	<p style="text-align: right;">Page 20</p> <p>1 (Inaudible) they have questions, call in</p> <p>2 (inaudible.)</p> <p>3 RAY: Absolutely, Mike. Great job.</p> <p>4 And if you have any questions for Mike, you</p> <p>5 can text me at area code 516-991-0808.</p> <p>6 516-991-0808. Mike, I have a question.</p> <p>7 It's this person's first call -- I'm sorry,</p> <p>8 this is the person's first call. They're</p> <p>9 asking about IRA and 401K (Inaudible.)</p> <p>10 MIKE: Okay. So the answer is yes.</p> <p>11 It's a slightly different process, so --</p> <p>12 but IRA, what happens is anyone that has</p> <p>13 their IRA or 401K has to roll those funds</p> <p>14 over to a self-direct IRA, which we are</p> <p>15 approved as (Inaudible) custodian of</p> <p>16 institutional account there, and we have</p> <p>17 people in our firm that will help you guide</p> <p>18 you through the process.</p> <p>19 So they'll get you all the correct</p> <p>20 paperwork, they'll get you -- they'll make</p> <p>21 it as painless as possible (Inaudible) do</p> <p>22 whatever they ask you to do as far as sign</p> <p>23 (Inaudible.)</p> <p>24 Now, initially it's about a three</p> <p>25 week process. (Inaudible) paperwork to</p>
<p style="text-align: right;">Page 19</p> <p>1 something that we are very, very confident</p> <p>2 that we can achieve (Inaudible), we're</p> <p>3 always exceeding.</p> <p>4 So the (Inaudible) structure, the</p> <p>5 perpetual (Inaudible.) So the reason why</p> <p>6 we do that is the perpetual (Inaudible)</p> <p>7 wanted to keep it as a short-term</p> <p>8 instrument, so 90 days. So any time</p> <p>9 someone decides they want to take</p> <p>10 (Inaudible), it turns into a 90-day note.</p> <p>11 They can take their interest out at</p> <p>12 the end of each month, so any time someone</p> <p>13 wants to take their interest or special</p> <p>14 interest, whatever they made daily -- on a</p> <p>15 daily basis, it's added up at the end of</p> <p>16 their month, (Inaudible) you can go into</p> <p>17 your back office and see this on a daily</p> <p>18 basis.</p> <p>19 So at the end of the month</p> <p>20 (Inaudible), all you have to do is notify</p> <p>21 us, and we'll send you a wire within a few</p> <p>22 business days (Inaudible) that -- that</p> <p>23 (Inaudible.)</p> <p>24 So Ray, I think that's a pretty</p> <p>25 decent overview, I think, of the analysis.</p>	<p style="text-align: right;">Page 21</p> <p>1 determine how much of your current IRA you</p> <p>2 want over. Midland will then notify your</p> <p>3 current facility, and if you're</p> <p>4 transferring over part either of it or all</p> <p>5 of it to Midland, once Midland receives the</p> <p>6 funds, they then invest it on your behalf</p> <p>7 with us.</p> <p>8 So the answer is yes, it's just a</p> <p>9 little bit of a -- a process. It takes two</p> <p>10 to three weeks, but like I said, we have</p> <p>11 people at the company who handle that</p> <p>12 pretty much on a daily basis, they will</p> <p>13 make it very painless and very easy to get</p> <p>14 it done.</p> <p>15 MR. MONTIE: Okay. Great. Mike,</p> <p>16 the person said they got on late. They</p> <p>17 want to know if they missed it, were there</p> <p>18 minimums?</p> <p>19 MR. DACORTA: Okay. So at the</p> <p>20 current time the minimum for a regular cash</p> <p>21 loan is 10,000, a minimum for an IRA is</p> <p>22 20,000. The reason for the IRA is 20, to</p> <p>23 be honest, I just don't want to see people</p> <p>24 incur the expense of opening a new IRA,</p> <p>25 transferring it into a self --</p>

<p style="text-align: right;">Page 22</p> <p>1 self-directed are a little bit more</p> <p>2 expensive than regular IRAs.</p> <p>3 So to go through all that process</p> <p>4 for less than 20,000 probably is not worth</p> <p>5 it to you, so I wouldn't want to see you</p> <p>6 incur fees for doing it for a lesser</p> <p>7 amount.</p> <p>8 At the beginning of this year, cash</p> <p>9 will probably also increase to a minimum of</p> <p>10 20. It's been 10 currently. Of course,</p> <p>11 we -- OIG used to be higher, (Inaudible)</p> <p>12 used to be 10, so had we put the two</p> <p>13 together, we kept it at 10, but at the</p> <p>14 beginning of the year the minimum to be</p> <p>15 cash will most likely go up to either 20 or</p> <p>16 25 also, somewhere in that range, but right</p> <p>17 now it's 10 for cash, 20 for IRAs, and</p> <p>18 it will be that way until January 1st where</p> <p>19 January 1st it will be a small increase to</p> <p>20 the cash minimum. Like I said, it will</p> <p>21 probably go to 20 just to match the IRA</p> <p>22 minimum.</p> <p>23 MR. MONTIE: All right. We got one</p> <p>24 more question. It's actually a two-part</p> <p>25 question. Besides the transferring of</p>	<p style="text-align: right;">Page 24</p> <p>1 whatever they charge is it, we don't add</p> <p>2 anything to it, and the wire fees from</p> <p>3 banks going back and forth is just what the</p> <p>4 bank charges, we don't add anything to</p> <p>5 those either.</p> <p>6 MR. MONTIE: Okay. And then the</p> <p>7 second part is if this person wants to move</p> <p>8 forward, what do they need to do next?</p> <p>9 MR. DACORTA: Okay. So the first</p> <p>10 thing you would do is you would contact Gil</p> <p>11 Wilson at our office. Gil, his email</p> <p>12 address is G, as in Gil, George, Wilson,</p> <p>13 W-I-L-S-O-N, (Inaudible),</p> <p>14 Gwilson@Oasisig.com. So it's</p> <p>15 O-A-S-I-S-I-G, short for international</p> <p>16 group, dot com.</p> <p>17 Now, in the event you're talking</p> <p>18 about an IRA, then email him at</p> <p>19 Gwilson@Oasismgt, short for Oasis</p> <p>20 management, dot com, because all IRAs have</p> <p>21 to go through Oasis management, because</p> <p>22 that's the U.S.-based company as part of</p> <p>23 the -- part of the group.</p> <p>24 So if you're -- again, I'll make</p> <p>25 it clear, if you're making a cash loan,</p>
<p style="text-align: right;">Page 23</p> <p>1 IRAs, are there any fees that I will incur</p> <p>2 being with Oasis?</p> <p>3 And then the next question. What do</p> <p>4 I need to do if I want to move forward with</p> <p>5 this? Great question.</p> <p>6 MR. DACORTA: Okay. So there are --</p> <p>7 right, there are no fees at all, because</p> <p>8 you're not a customer, you're a lender, so</p> <p>9 you're actually lending us money.</p> <p>10 We provide you with a note, and everything</p> <p>11 is at our expense other than the fact that</p> <p>12 we -- in the contract it says you get a</p> <p>13 minimum of 12 percent or 25 percent of the</p> <p>14 captured -- the spread, which ever is</p> <p>15 greater.</p> <p>16 That's what you get on your side</p> <p>17 under absolutely no fees at all. The only</p> <p>18 thing you may incur a fee with back and</p> <p>19 forth is a wire fee from the bank if you</p> <p>20 withdraw money on a monthly basis once you</p> <p>21 get paid your interest out, it gets wired</p> <p>22 back and the bank is going to charge you a</p> <p>23 wire fee, but we don't charge any fees</p> <p>24 whatsoever.</p> <p>25 The IRA company charges the IRA fee,</p>	<p style="text-align: right;">Page 25</p> <p>1 you'll email Gil at Gwilson@Oasisig.com.</p> <p>2 If you're thinking about moving an IRA</p> <p>3 over, you'll email him at Gwilson@Oasismgt,</p> <p>4 Michael, George, Thomas, dot com. That's</p> <p>5 all you have to do, and Gil will start the</p> <p>6 process for you.</p> <p>7 MR. MONTIE: All right. Mike,</p> <p>8 another question. This one says is my</p> <p>9 principal guaranteed, and when can</p> <p>10 I (Inaudible) my principal?</p> <p>11 MR. DACORTA: All right. It's a</p> <p>12 90-day call, so you can always take your --</p> <p>13 you can take your interest out every month</p> <p>14 at the end of the month, and your principal</p> <p>15 is 90 day. You can turn your note into a</p> <p>16 90-day note at any time.</p> <p>17 So essentially you're -- you're --</p> <p>18 you're earning somewhere in the range of 18</p> <p>19 and 22 percent and you have a very</p> <p>20 short-term instrument of 90 day. You can</p> <p>21 get all -- you can withdraw all your</p> <p>22 capital with -- at any time, all you have</p> <p>23 to do is notify us. It's a 90-day call</p> <p>24 feature, and then it's send out to you.</p> <p>25 So for the amount of return on the</p>

<p style="text-align: right;">Page 26</p> <p>1 investment, it's a very, very short-term</p> <p>2 instrument, and we put that in there, the</p> <p>3 90-day example, because we had some</p> <p>4 companies using us for cash -- cash flow</p> <p>5 issues where they were sending us</p> <p>6 \$1 million, taking out 500 three days</p> <p>7 later, putting in 2 million, taking out a</p> <p>8 million a week later, and we're just not a</p> <p>9 bank, we're not equipped for those -- for</p> <p>10 that amount of back and forth transactions.</p> <p>11 So in order to discourage that,</p> <p>12 if anyone (Inaudible) any serious</p> <p>13 (Inaudible) make 18 to 20 percent and all</p> <p>14 they have is a 90-day tie up, they can take</p> <p>15 their money out any time within 90 days</p> <p>16 just by notifying us, we felt that that was</p> <p>17 fair for both sides, so that's what</p> <p>18 we decided on (Inaudible.)</p> <p>19 MR. MONTIE: Mike, one last</p> <p>20 question. This person has said they're</p> <p>21 excited about what they hear. Their</p> <p>22 question is what -- what kind of risk does</p> <p>23 their principal investment have, what are</p> <p>24 the risks?</p> <p>25 MR. DACORTA: Okay. So the risk is</p>	<p style="text-align: right;">Page 28</p> <p>1 profits, sometimes we buy real estate,</p> <p>2 we pay full price, we pay 100 percent of</p> <p>3 the purchase price, we don't finance it,</p> <p>4 and that becomes part of our hard assets on</p> <p>5 our balance sheet that -- that is the</p> <p>6 same -- owned by the same company, Oasis</p> <p>7 Financial Group (Inaudible), secured by.</p> <p>8 So the risk is really -- the only</p> <p>9 real risk we have is, God forbid, a</p> <p>10 systematic issue, but like if you have a</p> <p>11 systematic issue of that magnitude,</p> <p>12 it really doesn't matter who or where you</p> <p>13 have your money -- who you have your money</p> <p>14 with or where it is.</p> <p>15 It's -- the major money center banks</p> <p>16 that we do business with like Barclays and</p> <p>17 Wells Fargo and Citi had -- had major</p> <p>18 issues, but like I said, I think we all had</p> <p>19 bigger problems than our finances at that</p> <p>20 point.</p> <p>21 MR. MONTIE: Mike. That's our last</p> <p>22 question. I want to thank you for being on</p> <p>23 here tonight and I want to thank everybody</p> <p>24 who got on and listened in, and thanks for</p> <p>25 being here. If you've got anymore</p>
<p style="text-align: right;">Page 27</p> <p>1 this, there's no trading risk, because</p> <p>2 we don't hold positions, so really the only</p> <p>3 risk is systematic. In other words, our</p> <p>4 capital, we have sufficient capital that</p> <p>5 we place at the clearing firm in London.</p> <p>6 That's our own capital.</p> <p>7 Lenders' capital is just kept in</p> <p>8 banks more or less as collateral so we can</p> <p>9 do the trades the size we do and just have</p> <p>10 the collateral, but your -- your files are</p> <p>11 never actually put at risk or even put at</p> <p>12 the -- at the company where we do the</p> <p>13 trades.</p> <p>14 So the only real risk would be</p> <p>15 systematic risk. God forbid something</p> <p>16 happened to the -- to the entire banking</p> <p>17 system as a whole, the financial system as</p> <p>18 a whole, that would technically be your</p> <p>19 risk with us provided that we just didn't</p> <p>20 totally mismanage our entire operation,</p> <p>21 which I can tell you that we're extremely</p> <p>22 conservative, and everyone who has known</p> <p>23 us, done business with us knows that we're</p> <p>24 extremely, extremely conservative.</p> <p>25 The only thing we do with our excess</p>	<p style="text-align: right;">Page 29</p> <p>1 questions, everybody should have Gil's</p> <p>2 email address.</p> <p>3 MR. DACORTA: Okay. Terrific, Ray.</p> <p>4 Thank you and thank everybody for getting</p> <p>5 on. I appreciate your time. Have a good</p> <p>6 night.</p> <p>7 MR. MONTIE: Thank you, Mike. Have</p> <p>8 a good night.</p> <p>9 (End of recording.)</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

OASIS CALL
November 05, 2018

30

1	CERTIFICATE	Page 30
2		
3	- - -	
4		
5	I, Matthew J. Haas, Court Reporter and	
6	Transcriptionist, do hereby certify that I was	
7	authorized to and did listen to and	
8	stenographically transcribe the foregoing	
9	recorded proceedings and that the transcript is a	
10	true record to the best of my professional	
11	ability.	
12		
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15	Dated this 2nd day of July, 2019.	
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21	_____	
22	MATTHEW J. HAAS	
23	Court reporter	
24		
25		

THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

CASE NO. 8:19 CV 886T33 SPF

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

v.

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

Defendants,

and

MAINSTREAM FUND SERVICES, INC.;
BOWLING GREEN CAPITAL
MANAGEMENT LLFC; 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 4OAKS LLC,

Relief Defendants.

RECORDED TELEPHONE CALL
WITH MICHAEL DACORTA AND RAYMOND MONTIE

Page 2	Page 4
<p>1 (Thereupon:)</p> <p>2 MR. MONTIE: Welcome on, John,</p> <p>3 thanks for being on. We appreciate</p> <p>4 everybody being here. I've got 10:58.</p> <p>5 We'll give it a couple of more minutes.</p> <p>6 We might have one or two more joining us,</p> <p>7 and then we'll get started. I'll give you</p> <p>8 a little bit of information and then let</p> <p>9 Mike answer all your questions.</p> <p>10 We appreciate everybody being here.</p> <p>11 We should have probably somewhere between</p> <p>12 six and eight people today, which will be</p> <p>13 perfect. This way you guys can get all</p> <p>14 your questions answered.</p> <p>15 Has anybody (Inaudible) yet? Give</p> <p>16 it about one more minute. I think we got</p> <p>17 just about everybody here. John, I didn't</p> <p>18 know if you had anybody getting on, but</p> <p>19 everybody else is here, and we'll give</p> <p>20 it another minute just in case.</p> <p>21 I'm going to put it in moderator</p> <p>22 mode just in case somebody gets on late and</p> <p>23 they don't know that we're muted, and then</p> <p>24 what we'll do is after Mike kind of tells</p> <p>25 us a little bit about his background, we'll</p>	<p>1 explained to me how he used to have a</p> <p>2 printing press for money, and I asked him</p> <p>3 how he did that, and he came down, did a</p> <p>4 presentation, got started.</p> <p>5 Fast track to RC, fast track to SC,</p> <p>6 if you're in Ambit, you know what that</p> <p>7 means, and somewhere along the line I just</p> <p>8 started to realize how smart Mike was an</p> <p>9 intelligent. I had a lot of respect for</p> <p>10 him and convinced him to trade some of my</p> <p>11 money.</p> <p>12 In October of 2011 is when</p> <p>13 we started, and we started to do really</p> <p>14 well, and a few people in my business who</p> <p>15 are executive consultants would always</p> <p>16 contact me and say, hey, if you ever find</p> <p>17 something that you're making money with, a</p> <p>18 good investment, let me know, and so</p> <p>19 it started growing and growing and growing,</p> <p>20 and it just took off, and it's almost six</p> <p>21 years later, I've never had a down month</p> <p>22 with Mike.</p> <p>23 We've never lost money, we've only</p> <p>24 made money, and so, you know, I shared this</p> <p>25 on a limited basis as I get to know people,</p>
Page 3	Page 5
<p>1 open it up for questions, and you guys and</p> <p>2 gals can get all our questions answered.</p> <p>3 RECORDING: Muted.</p> <p>4 MR. MONTIE: Mike, are you there?</p> <p>5 Mike?</p> <p>6 MR. DACORTA: Yes, I'm here.</p> <p>7 MR. MONTIE: Okay. Great, I want to</p> <p>8 make sure we had the moderator line. Well,</p> <p>9 thank you, everybody, for being here this</p> <p>10 morning. Mike, thank you for being on.</p> <p>11 I know we got Kevin and Joe and Tim and</p> <p>12 John and (Inaudible), and I think Dennis</p> <p>13 might be joining us, too. I know John had</p> <p>14 a couple of people, so thank you -- thank</p> <p>15 you all for being on here.</p> <p>16 You know, a little background on how</p> <p>17 I met Mike. A lot of people on here are in</p> <p>18 Ambit or somehow related to somebody in</p> <p>19 Ambit. I met Mike -- Mike, it's funny,</p> <p>20 it will be six years ago this Friday.</p> <p>21 It was Father's Day weekend in 2011, and</p> <p>22 Ambit was opening up the Hudson Valley.</p> <p>23 Ran an ad. Mike was the first person to</p> <p>24 call me.</p> <p>25 We got on the phone, and Mike</p>	<p>1 opportunity here, and, you know, there's</p> <p>2 been some things over the last 60 or 90</p> <p>3 days that Mike will share with you where</p> <p>4 I'm more excited than ever, the -- the</p> <p>5 opportunity to make some money.</p> <p>6 And so Mike, I'm not going to take a</p> <p>7 whole lot of time. Mike lives down in</p> <p>8 Sarasota Florida now. I've known him for,</p> <p>9 like I said, six years. I trust the guy</p> <p>10 with my life. He's an incredible person</p> <p>11 (Inaudible) and comes from a great family.</p> <p>12 He's got two son's and a daughter, and</p> <p>13 I just can't say enough good things about</p> <p>14 him.</p> <p>15 And so a lot of times people will</p> <p>16 ask me, you know, how comfortable are you.</p> <p>17 Well, I've got all my savings with him and</p> <p>18 I've got my parents' savings with him, so</p> <p>19 that's how much I believe in Mike and how</p> <p>20 much faith and trust I have in him.</p> <p>21 So with that said, I'm going to turn</p> <p>22 it over to Mike so he can kind of tell you</p> <p>23 about his background, and Mike share with</p> <p>24 what's going on, and then we'll open it up</p> <p>25 for Q and A if that's okay.</p>

<p style="text-align: right;">Page 6</p> <p>1 MR. DACORTA: Sure, absolutely.</p> <p>2 MR. MONTIE: Okay.</p> <p>3 MR. DACORTA: Thanks, Ray,</p> <p>4 I appreciate that, very -- very nice words.</p> <p>5 I appreciate it very much. Just to give</p> <p>6 everyone a little background, I mean, I'm</p> <p>7 52 years old. I've been in the investment</p> <p>8 business as a trader since I was 21 years</p> <p>9 old.</p> <p>10 I had a couple of my own firms, one</p> <p>11 originally in the equity regular, you know,</p> <p>12 NASDAQ-type firm where we traded stocks,</p> <p>13 bonds, and other -- other instruments.</p> <p>14 Eventually in the year 2011, I went one</p> <p>15 hundred percent into currencies, and the</p> <p>16 reason why I went into currencies one</p> <p>17 hundred percent is because back after the</p> <p>18 Asian financial crisis, oil had gone down</p> <p>19 to about \$11.50 a barrel, and coming</p> <p>20 outside of that crisis, everyone was buying</p> <p>21 dot com stocks, and I looked at them, and</p> <p>22 I don't buy anything I don't understand or</p> <p>23 figure out how they're actually going to be</p> <p>24 profitable one day.</p> <p>25 So I looked at oil, and I knew</p>	<p style="text-align: right;">Page 8</p> <p>1 hedge my oil positions, and I realized that</p> <p>2 the dollar was the best -- the best trade</p> <p>3 there was against all the other major</p> <p>4 currencies, because it was incredible</p> <p>5 liquid. It was the most enormous market of</p> <p>6 all the markets.</p> <p>7 It was -- you know, the New York</p> <p>8 Stock Exchange has to trade 100 days of</p> <p>9 dollar volume to equal one day on the</p> <p>10 currency market. It trades over</p> <p>11 \$4 trillion every single day in volume.</p> <p>12 So I realized that's where I had to</p> <p>13 be. So I started my own domestic firm, ran</p> <p>14 it until Lehman Brothers went down.</p> <p>15 We were extremely successful. Got out of</p> <p>16 the business for about a year where I kind</p> <p>17 of just wanted to see where things were</p> <p>18 going, because I realized after Lehman</p> <p>19 Brothers went down, you no longer could</p> <p>20 base your decisions for that really short</p> <p>21 period of time, that one year afterwards on</p> <p>22 economics or anything that would be a</p> <p>23 normal thought process for a trader.</p> <p>24 What you had to do is you had to</p> <p>25 worry about politics, you had to worry</p>
<p style="text-align: right;">Page 7</p> <p>1 it took \$14 to get it out of the ground,</p> <p>2 and it was selling for 11.50, and I knew</p> <p>3 that couldn't last. So I started buying</p> <p>4 oil on a trading desk where I worked, and</p> <p>5 between oil and then eventually started</p> <p>6 buying a lot of the oil service stocks</p> <p>7 that -- that were very depressed at the</p> <p>8 time.</p> <p>9 And over the course of the next 18</p> <p>10 months, oil went to \$65 a barrel, and</p> <p>11 we also had stocks that I was -- I was by</p> <p>12 buying around it also started rising up to</p> <p>13 85, \$90 a share from 8, 10, \$12 where</p> <p>14 I purchased, and I sold out of everything,</p> <p>15 and I took all the -- all the money I made</p> <p>16 on that venture trading, it's (Inaudible)</p> <p>17 where I put up my money, put it at risk</p> <p>18 first.</p> <p>19 They gave me a lot of their money to</p> <p>20 manage. They paid me a large amount of the</p> <p>21 profits, but my money was on the hook</p> <p>22 first. So you develop a very disciplined</p> <p>23 approach to the way you invest or the way</p> <p>24 you trade, but the greatest thing about</p> <p>25 that 18 months was I used the dollar to</p>	<p style="text-align: right;">Page 9</p> <p>1 about central bankers from all over the</p> <p>2 world chiming in in the middle of the</p> <p>3 night, and I couldn't look my clients in</p> <p>4 the face at the time and say I can continue</p> <p>5 to do for you what I did for you in the</p> <p>6 past.</p> <p>7 So we just kind of shut down.</p> <p>8 The -- the regulations in the United States</p> <p>9 became onerous, and it was just about</p> <p>10 impossible to run a company like that</p> <p>11 unless you were a major bank anyway.</p> <p>12 So I took a little time off in the</p> <p>13 interim time. I met Ray. One thing led to</p> <p>14 another. I started managing some of Ray's</p> <p>15 money. He invited a few other people, and</p> <p>16 we had a small little what we call a</p> <p>17 friends and family group where it was a</p> <p>18 small number of people, and I was just</p> <p>19 trading for them in the currency market.</p> <p>20 I'd give them a weekly email how -- where</p> <p>21 we were for the week. At the end of the</p> <p>22 month, they had the option to either take</p> <p>23 all their profits out or let them roll.</p> <p>24 But the thing was, we started</p> <p>25 getting a tremendous amount of interest,</p>

<p style="text-align: right;">Page 10</p> <p>1 and I realized that the market was back in 2 sync, and we could really start doing this 3 on a larger scale again. I was talking to 4 Ray about it. I said, I'd like to do this 5 in a bigger way, but we can't do it the way 6 we're doing it, we're going to have to go 7 out and get -- get re-licensed and do all 8 the things that need to be done, but I told 9 him in the United States it just isn't 10 worth it anymore.</p> <p>11 What I have to do is I have to go 12 see a good friend of mine who is a very 13 prominent attorney on Wall Street. I knew 14 him for 18 years. He formed my companies 15 for me in the past when I was -- when I had 16 the domestic firms.</p> <p>17 I went to him and I said, Joe, 18 here's what I'd like to do, everything 19 I did before I'd like to do again, only I'd 20 like to do it outside of the U.S. I'd like 21 to get a foreign license and do it, you 22 know, somewhere else.</p> <p>23 Joe looked at my business plan and 24 said, look, I don't want to be your 25 attorney this time, I want to be your</p>	<p style="text-align: right;">Page 12</p> <p>1 On the market making side, we use 2 all our own capital, and it's very simple. 3 We're the bid and offer on all the major 4 currencies against the dollar. Someone in 5 Hong Kong is selling 50 million euro, 6 someone in Sweden or somewhere else in 7 France or anywhere else around the world 8 who is buying 50 million euros at the same 9 time or five people buying 10 million euro, 10 we just simply are able to take it in from 11 one and put it at the other and make the 12 middle, the difference between the bid and 13 the offer.</p> <p>14 And we were so successful over the 15 last two years that when I sat down and 16 I compared the results of managing money 17 where the client is taking risk and I'm 18 obviously under the stress of making sure 19 I'm correct in my judgment and -- and -- 20 and my timing and making the trades, with 21 market making it's a lot more fluid, it's 22 just a constant volume, and I -- I looked 23 at it and I said, well, I can insulate the 24 client from risk by putting our money at 25 risk first, the same way I did years ago</p>
<p style="text-align: right;">Page 11</p> <p>1 partner. I'll do all the legal work, all 2 the compliance work, and all you have to do 3 is what you do best, which is go out and 4 trade and raise money and talk to people 5 and continue to trade. I said it sounds 6 good.</p> <p>7 I told Ray. Ray was on board, and 8 we formed Oasis International Group, which 9 is a non-U.S. company. It's a Cayman 10 Islands company. That's our parent 11 company, then we have broker-dealer 12 licenses from other parts -- other 13 jurisdictions around the world. What that 14 did was that prevented us from having a 15 U.S. citizen as a client unless the U.S. 16 citizen was an exempt contract participant, 17 which means they had to have at least 10 18 million dollars in net worth.</p> <p>19 So obviously it restricted us from 20 doing business with most people in the 21 United States, but there were still plenty 22 that were able to open accounts with us, 23 and we had a very nice business going 24 along, but on the other hand, we also do 25 what's called market making operations.</p>	<p style="text-align: right;">Page 13</p> <p>1 back at (inaudible) Kellogg where they gave 2 me a large sum of their money, but I put up 3 a buffer between their money and -- and -- 4 and my trading, and they were very happy 5 and paid me out very handsomely on the 6 amount of profits that I generated on their 7 money, because they had no risk, but they 8 collected all the fees on all the trading 9 I did through their desk.</p> <p>10 So it's the same concept, the only 11 thing is what we've done is we've offered 12 it to our -- our clients, and the way 13 it worked was very simple, someone would 14 move their account from being a managed 15 account over to our market making 16 operation. Instead of them taking the 17 risk, we give them a note which we more or 18 less secure their funds in our collateral 19 account. We tell them -- the note says you 20 make no less than 12 percent per year or 25 21 percent of the profits of the -- not 22 profits, 25 percent of the fees we collect 23 on utilizing your capital.</p> <p>24 Since the first of the year, we've 25 averaged 30,000 in fees per million per</p>

<p style="text-align: right;">Page 14</p> <p>1 month for our investors, that's net to the 2 investors. So obviously it was a much 3 better position for us because there's a 4 lot less risk, there's a lot less stress on 5 our end. Number two, there's very little, 6 if any, risk for the client, and the client 7 is going to end up making a better return 8 with less risk, so it made sense.</p> <p>9 So what I'm trying to do now is 10 phase out the management side and move 11 everyone over to the market making side. 12 Now, the market making side was a 13 \$1 million minimum at the beginning, 14 because market making you need large 15 amounts of capital and 10 or 20,000 or 50 16 or 60,000 really doesn't move the needle 17 for us.</p> <p>18 So I had to do it in million dollar 19 increments, but we've gotten a tremendous 20 response, so what I started doing was 21 offering it to some of our existing 22 clientele who had a hundred or two hundred 23 thousand, and I was able to piggy back 24 them on larger deposits that were going in 25 and, therefore, give them access.</p>	<p style="text-align: right;">Page 16</p> <p>1 leave it in your fee sharing account, you 2 could take it out at any time you want or 3 you could just sweep it at the end of every 4 month and get a wire back to your account 5 for whatever the fees may be.</p> <p>6 Now, for people who are not able to 7 do 100,000 and have their own login, what 8 I decided to do, and I informed Ray about a 9 week ago, was our original friends and 10 family setup, I am now going to move that 11 entire set up over to the market making, so 12 therefore, someone can participate the same 13 way and get the same returns, the same fee 14 sharing with less than 100,000 by coming 15 into the original Oasis Management for a 16 minimum of 10,000, okay, the minimum there 17 is 10,000, and but they wouldn't have their 18 own login.</p> <p>19 Oasis Management would be opening 20 the -- the -- would be opening the account 21 with Oasis International Group to trade the 22 entire group all at once, and what I would 23 do for the people in Oasis Management is 24 nothing will change for them, they will get 25 an email from me every Friday saying how</p>
<p style="text-align: right;">Page 15</p> <p>1 So the way it works right now is 2 that anyone who has the potential to do a 3 minimum of 100,000 can go in directly, you 4 would have your own login, where at five, 5 ten every night you could login and you 6 will see exactly how much you've earned in 7 fees everyday.</p> <p>8 And what happens is at the end of 9 the month you have three options, you can 10 sweep our account for the fees, you can 11 leave them in the fee account where they're 12 building up but they're not earning 13 anything, or you can roll them into your 14 principal and allow them to earn fees.</p> <p>15 So if someone had \$100,000 and they 16 made \$4,000 this month, next month they'd 17 be earning it on 104,000. The note itself 18 is a perpetual note with a 90-day notice, 19 so, therefore, the principal is -- is no 20 more than 90 days away if you needed 21 it back for any reason.</p> <p>22 So the way it works is if you earn 23 20 or 30,000 in your fee sharing account, 24 you rolled it into our principal, it then 25 becomes part of the 90-day notice. If you</p>	<p style="text-align: right;">Page 17</p> <p>1 much we're up for the week. At the end of 2 the month, they'll say here's what we've -- 3 I'll say here's what we've done for the 4 month, and you have the option, again, to 5 either take your profits or let them roll.</p> <p>6 So for the people in Oasis 7 Management nothing is going to change 8 except their risk is going to go down and 9 their returns are going to go up, because 10 the program itself generates the fees based 11 on volume, but today -- for today, because 12 of the reports this morning of the CPI and 13 a couple of economic reports coming out and 14 the fact that we have the fed meeting today 15 at two o'clock where they're going to 16 announce, it's been a very active day, 17 we've turned the money over ten times 18 already today.</p> <p>19 So that means someone who has 20 \$1 million with us already got paid on \$10 21 million worth of trade for their -- for 22 their \$1 million deposit.</p> <p>23 So it's a very lucrative investment, 24 and it's also a very secure investment 25 where we're not taking any risk, we're not</p>

<p style="text-align: right;">Page 18</p> <p>1 taking any positions. I do not have to be</p> <p>2 right or wrong, I'm just simply making the</p> <p>3 middle between the bid and the offer and</p> <p>4 giving 25 percent of the fees I capture by</p> <p>5 having the capital to you.</p> <p>6 Now, some people ask why would you</p> <p>7 do that, and it's very simple. The market</p> <p>8 is tremendous. As I said, trades about</p> <p>9 \$4 trillion a day. I am a regulated entity</p> <p>10 where we are a broker-dealer, and for every</p> <p>11 trade I do, even if I only own the currency</p> <p>12 for a nanosecond before I sell it to</p> <p>13 someone else, I need to show the regulators</p> <p>14 that every trade I did, I had the proper</p> <p>15 capital available and in place to</p> <p>16 facilitate that trade.</p> <p>17 If I don't have the right amount of</p> <p>18 capital, I'm not allowed to make a profit</p> <p>19 on that trade, I have to pass it through to</p> <p>20 my liquidity providers which are Deutsche</p> <p>21 Bank, HSBC, Goldman Sachs, and so on.</p> <p>22 So someone hits my bid for 300</p> <p>23 million euro, and I have a buyer for 300</p> <p>24 million euro at the same time, but I only</p> <p>25 had capital for 200 million euro, that's</p>	<p style="text-align: right;">Page 20</p> <p>1 because I didn't have the capital to</p> <p>2 facilitate that extra billion in trading.</p> <p>3 So that's kind of the concept behind the</p> <p>4 whole thing.</p> <p>5 So it really comes down to two</p> <p>6 things, 100,000 or more you can have your</p> <p>7 own login, and you can have your -- you can</p> <p>8 see your specific earnings every single</p> <p>9 day. Less than a hundred thousand, you</p> <p>10 would come into Oasis Management, you would</p> <p>11 end up with the same exact return someone</p> <p>12 with a 100,000 or 10 million have, but you</p> <p>13 wouldn't be able to login daily, you would</p> <p>14 have to rely on me to send you an email</p> <p>15 every Saturday morning to say how we did</p> <p>16 for the week.</p> <p>17 So that's kind of the whole -- the</p> <p>18 whole story in a nutshell. I guess it's</p> <p>19 easier now just to answer maybe some</p> <p>20 questions so that way we get to, you know,</p> <p>21 we get down to the parts where someone</p> <p>22 didn't quite get what I was getting to.</p> <p>23 We -- I'll be quiet now and let you guys</p> <p>24 ask the questions.</p> <p>25 So Ray, if you want, you can open</p>
<p style="text-align: right;">Page 19</p> <p>1 all I could take, and I have to give up the</p> <p>2 hundred million to somebody else so they</p> <p>3 can make money off it.</p> <p>4 So by building up our capital with</p> <p>5 our clients, what it does is it allows me</p> <p>6 to participate in more trades which ends up</p> <p>7 making us more -- more money and become</p> <p>8 more profitable. So I figured if I was</p> <p>9 able to secure the company -- the -- the</p> <p>10 customer's capital in a collateral account</p> <p>11 where they are not exposed to trading</p> <p>12 whatsoever, and I gave them 25 percent of</p> <p>13 the fees, they're making an enormous</p> <p>14 return, and they should be very happy with</p> <p>15 that setup.</p> <p>16 And at the same time, I'm doing</p> <p>17 trades I didn't have the capital for, and</p> <p>18 I'm keeping 75 percent of the fees I'm</p> <p>19 capturing by, you know, with all the effort</p> <p>20 and all the work we do and all the expense</p> <p>21 we have to run the firm, but in essence,</p> <p>22 you know, we're not putting their capital</p> <p>23 at risk, so we're still making -- I'd</p> <p>24 rather make 75 cents on an extra, you know,</p> <p>25 billion dollars rather than make zero</p>	<p style="text-align: right;">Page 21</p> <p>1 it up.</p> <p>2 MR. MONTIE: Mike, first of all,</p> <p>3 thank you. I'm excited to hear that we've</p> <p>4 been off to a good morning. I moved my</p> <p>5 money over last week, and it's exciting to</p> <p>6 see at the end of the day just after five</p> <p>7 o'clock how we did.</p> <p>8 Before I open it up, I believe</p> <p>9 everybody on here had that example that you</p> <p>10 sent me starting back in, I want to say,</p> <p>11 April or March.</p> <p>12 MR. DACORTA: March 22nd, March</p> <p>13 22nd, correct.</p> <p>14 MR. MONTIE: Okay. And so they saw</p> <p>15 the example of that, and they saw the</p> <p>16 gentleman making, you know, the money off</p> <p>17 of the trades everyday, and my question</p> <p>18 was, and I know I'll get this from a few</p> <p>19 people, they also saw the last seven days</p> <p>20 of June or the first seven days of June</p> <p>21 where there was a percentage, then, where</p> <p>22 he got paid twice for referral of somebody.</p> <p>23 Can you talk about that. And I'm</p> <p>24 sure that will be a question, so before</p> <p>25 I even open up --</p>

<p style="text-align: right;">Page 22</p> <p>1 MR. DACORTA: Sure.</p> <p>2 MR. MONTIE: -- if you can address</p> <p>3 how that works.</p> <p>4 MR. DACORTA: Absolutely. So that</p> <p>5 client deposited \$1 million to get started</p> <p>6 on March 22nd, so all the returns that you</p> <p>7 see for March 22nd, you'll see a deposit,</p> <p>8 one deposit everyday until June 1st, and</p> <p>9 then on June 1st you'll start seeing two</p> <p>10 deposits, one larger, one smaller.</p> <p>11 The larger one is his -- his</p> <p>12 earnings on his own money. The smaller one</p> <p>13 was he recommended to a friend of his that</p> <p>14 they get involved, and they started with a</p> <p>15 half a million dollars. So they wired in a</p> <p>16 half a million, and he got a quarter of --</p> <p>17 for referring someone, you would get a</p> <p>18 quarter of what you get for your own money</p> <p>19 or what that person gets for their own</p> <p>20 money.</p> <p>21 So it doesn't come out of that</p> <p>22 person's earnings. That person still gets</p> <p>23 the 25 percent, we just allocate an extra</p> <p>24 quarter of a percent out of our pocket, a</p> <p>25 quarter of a percent of the total fee.</p>	<p style="text-align: right;">Page 24</p> <p>1 in touch with you moving forward, what's</p> <p>2 the best way to contact you?</p> <p>3 MR. DACORTA: The best way to</p> <p>4 contact me, and you can -- you can get my</p> <p>5 phone number. My cell phone number is</p> <p>6 845-505-0941. You can text me first just</p> <p>7 to make sure, you know, I'm available at</p> <p>8 that time. Just let me know, you know, who</p> <p>9 you are, where you're from, the call, and</p> <p>10 we'll figure out the best time that both --</p> <p>11 both of us will be available to talk, or</p> <p>12 you can send me an email at M, as in Mike,</p> <p>13 Dacorta, as in my last name, so it's</p> <p>14 M-D-A-C-O-R, as in Robert, T as in Thomas,</p> <p>15 A as in apple, @Oasisig.com. So that's</p> <p>16 O-A-S-I-S-I-G, short for international</p> <p>17 group, dot com. So either way it's fine.</p> <p>18 MR. MONTIE: Okay. Great. Guys,</p> <p>19 I'm going to open up the call. Here's what</p> <p>20 I would ask you to do. You know, we've got</p> <p>21 somewhere between six and eight people on</p> <p>22 here. If you've got a question, you know,</p> <p>23 just simply state who you are and what your</p> <p>24 question is for Mike, and, you know, have</p> <p>25 Mike answer all the questions. Thanks for</p>
<p style="text-align: right;">Page 23</p> <p>1 So if you think of it in basis</p> <p>2 points, we average about four basis points</p> <p>3 per trade, so that means, let's say you</p> <p>4 have your own money and you're earning one</p> <p>5 basis point on every trade I do that</p> <p>6 allocates your funds, which is every trade</p> <p>7 your "percentagely" allocated anyway, so</p> <p>8 you're involved in every single trade I do</p> <p>9 all the time regardless of how much money</p> <p>10 we have in the entire pool.</p> <p>11 So you would get one basis point.</p> <p>12 If you brought a friend in, they would get</p> <p>13 one basis point, but you would earn one</p> <p>14 quarter of a basis point on their -- on the</p> <p>15 funds that you referred in. So that's the</p> <p>16 way a referral works. And then if you</p> <p>17 refer multiple people, you will see a</p> <p>18 deposit for each person, so that way you</p> <p>19 would actually be able to know how much</p> <p>20 you're earning on each individual referral</p> <p>21 that you made. So that -- that's how that</p> <p>22 works.</p> <p>23 MR. MONTIE: And then, Mike, I just</p> <p>24 got a text, so I'll open it up now, but</p> <p>25 if somebody had questions or wants to get</p>	<p style="text-align: right;">Page 25</p> <p>1 being on here, Mike. Thank you.</p> <p>2 RECORDING: Unmuted.</p> <p>3 MR. MONTIE: If you have any</p> <p>4 questions. Can you guys hear me?</p> <p>5 UNKNOWN SPEAKER: Yeah, Ray, we got</p> <p>6 you.</p> <p>7 MR. MONTIE: I just want to make</p> <p>8 sure everybody's still (Inaudible) with</p> <p>9 everybody. John or Ken or Kevin or Ron or</p> <p>10 Joe, anybody (Inaudible) I know for sure,</p> <p>11 have any questions for Mike?</p> <p>12 JEFF: Yeah, this is Jeff. Can you</p> <p>13 just repeat your email address.</p> <p>14 MR. DACORTA: Sure, it's M as in</p> <p>15 Mike.</p> <p>16 JEFF: Yep.</p> <p>17 MR. DACORTA: Dacorta as in my last</p> <p>18 name, D-A-C-O-R-T-A @Oasisig.com. So it's</p> <p>19 O-A-S-I-S-I-G.com.</p> <p>20 JEFF: All right. Thank you.</p> <p>21 MR. DACORTA: You got it.</p> <p>22 KEVIN: Hey, Mike, this is Kevin.</p> <p>23 How are you?</p> <p>24 MR. DACORTA: Good, Kevin. How are</p> <p>25 you?</p>

<p style="text-align: right;">Page 26</p> <p>1 KEVIN: I'm doing pretty good, 2 buddy, doing good. I've got a quick 3 question. Just to be clear on the 4 referral -- referral part, my phone cut out 5 for a brief second there, so I didn't hear 6 everything. 7 So hypothetically if I refer 8 somebody to this, the -- there's a 25 -- 9 20 -- basically a quarter, 25 percent on 10 that person, and if the next person refers, 11 that person can also be eligible for that 12 25 percent, every person has an opportunity 13 to refer one level away? 14 MR. DACORTA: Yeah, yeah, exactly, 15 anyone that -- anyone that's a customer, 16 anyone that comes in, puts their own money 17 in and refers someone is eligible for the 18 referral, so that's -- that's -- that is 19 correct. 20 And just to give you an example, so 21 if someone -- if we're averaging 30,000 per 22 million and you're getting a quarter of a 23 pip, as a referral, you would be earning 24 about 7,500 a month on referring \$1 million 25 deposit or multiple deposits that add up to</p>	<p style="text-align: right;">Page 28</p> <p>1 7 to 7,500, and on a really busy month, you 2 know, it could be up as much as 8, 9, 3 \$10,000, but it's paid every single month 4 and you get to see that deposit every day 5 as well. 6 RYAN: Absolutely. And if you start 7 for less than 100,000, and you decide to go 8 up to the 100,000, you can upgrade someone 9 to a login account, that wouldn't be an 10 issue, right? 11 MR. DACORTA: Not at all, that -- 12 that -- that's absolutely correct. 13 RYAN: All right. And you could 14 also roll over all the money that's made 15 right back into the principal without us 16 actually having to call out to interject, 17 that can just automatically be done. 18 MR. DACORTA: Yes, the way -- the 19 way it's done is it's automatic unless you 20 tell us not to. So we -- we just assume 21 everybody wants to roll their profits, and 22 the way it's written -- the way that the 23 agreement is written, if you have your own 24 login, the way the note is written is that 25 you would -- you would -- it would be</p>
<p style="text-align: right;">Page 27</p> <p>1 \$1 million, but so that's about how much 2 you would earn just on -- just on a 3 referral fee for \$1 million, about \$7,500 4 per month. 5 MR. MONTIE: John or Ken or Ryan, 6 I don't know if you guys have any questions 7 at all. 8 RYAN: Absolutely. Hey, Mike, Ryan 9 here. Quick question. If you go ahead and 10 you refer someone, is that referral be 11 it on a monthly basis or is just a one-time 12 deal? 13 MR. DACORTA: No, it's a monthly 14 basis as long as the funds are in -- in the 15 investment. So every month -- if someone 16 put \$1 million in, and they stayed there, 17 as long as they stay there, you would be 18 earning your quarter of a pip, so 19 if it's -- you know, like I said, the 20 example has been -- the average is 30,000, 21 I mean, sometimes it's a little less, 22 sometimes it's a little more, it's always 23 going to fluctuate based on volume, but 24 roughly you're going to have, you know, on 25 a bad month, 5 or 6,000 on an average month</p>	<p style="text-align: right;">Page 29</p> <p>1 automatically rolled unless you told me to 2 not roll it, keep it in your fee account, 3 or to send it to you. 4 So I have two or three clients that 5 take it as cash flow, because they just 6 like the extra cash flow every month, but 7 the majority of our -- the majority of our 8 deposits just roll their profits every 9 month. 10 RYAN: Okay. 11 MR. DACORTA: And this is -- this 12 is -- just so everybody knows, this is also 13 IRA eligible. So we have this -- we have 14 this approved -- Oasis Management got this 15 approved through Millennium trust, so it is 16 IRA available. 17 RYAN: Awesome. So we can actually 18 take like an IRA and actually just roll it 19 over into an Oasis account. Does it have 20 to be a self-directed IRA or can you 21 coordinate that? 22 MR. DACORTA: Yeah, yeah, it has -- 23 we will coordinate it with you, but it has 24 to be -- it has to go into a self-directed 25 company and then from that company where</p>

<p style="text-align: right;">Page 30</p> <p>1 we're approved, they make the investment</p> <p>2 with us obviously FBO for the person that</p> <p>3 they're doing it for, and then once the</p> <p>4 funds are in our hands, everything else is</p> <p>5 exactly the same, but obviously, if you</p> <p>6 earn any money on that, it has to go back</p> <p>7 to your IRA, you know, you couldn't take</p> <p>8 it out.</p> <p>9 RYAN: Yeah, absolutely.</p> <p>10 MR. DACORTA: Right.</p> <p>11 RYAN: Yeah, it makes sense. And</p> <p>12 then as far as taxing purposes go, I know</p> <p>13 you're based in the Cayman Islands. Do you</p> <p>14 issue like a 1099 form at the end of the</p> <p>15 year? How does that work?</p> <p>16 MR. DACORTA: No, we -- we are not</p> <p>17 required to issue any -- any type of</p> <p>18 paperwork or report anything, so we don't</p> <p>19 issue anything, so it's really up to, you</p> <p>20 know, it's just -- it's between you and</p> <p>21 your accountants how you handle it.</p> <p>22 Normally, anything that has to do</p> <p>23 with currency trading is taxed with 60</p> <p>24 percent long-term capital gains, 40 percent</p> <p>25 short-term capital gains, so it's a big</p>	<p style="text-align: right;">Page 32</p> <p>1 rule where currencies fall under that allow</p> <p>2 every investor to do that, and we've been</p> <p>3 doing it for -- for 15 years and never</p> <p>4 had -- and all our clients have, and most</p> <p>5 accountants understand it and know about</p> <p>6 it. You just have to point it out to them.</p> <p>7 If you don't have -- you know,</p> <p>8 if your accountant is kind of like H & R</p> <p>9 Block or something like that, you'll</p> <p>10 probably have to point it out to them, but</p> <p>11 if someone has a, you know, a CPA firm</p> <p>12 doing their taxes, you just let them know</p> <p>13 that's what it is. They should be aware of</p> <p>14 it.</p> <p>15 RYAN: Yeah, absolutely. So how do</p> <p>16 you go about getting started with this?</p> <p>17 MR. DACORTA: Well, it's -- it's</p> <p>18 very simple depending on which way you want</p> <p>19 to go. So if someone is coming into Oasis</p> <p>20 Management with less than \$100,000, it's</p> <p>21 very simple. You send me an email saying</p> <p>22 you want to get started and you're going to</p> <p>23 come in from that side of the spectrum.</p> <p>24 I will send you a very easy to</p> <p>25 understand, very simple worded two-page</p>
<p style="text-align: right;">Page 31</p> <p>1 benefit compared to -- you know, compared</p> <p>2 to regular income, and the other thing is</p> <p>3 if you have carry-forward losses because</p> <p>4 it's a capital gain and not an income, you</p> <p>5 can use it to offset losses that you have</p> <p>6 that, let's say, might be carried over from</p> <p>7 other places.</p> <p>8 RYAN: Uh-huh, and can you define</p> <p>9 what's categorized as long-term versus</p> <p>10 short-term.</p> <p>11 MR. DACORTA: No, in other words,</p> <p>12 you know, the way they categorize it,</p> <p>13 there's a different -- there's a different</p> <p>14 tax rate for long-term versus short-term,</p> <p>15 and it depends on your tax bracket where</p> <p>16 it's much less than regular income for</p> <p>17 1099-type tax.</p> <p>18 So what happens is currency by</p> <p>19 definition, because it falls under the</p> <p>20 Commodity Act, it doesn't matter. If you</p> <p>21 make \$100 with us, \$60 is long-term, \$40 is</p> <p>22 short-term. It doesn't matter that --</p> <p>23 technically it's all short-term, because</p> <p>24 we're only in and out of things in seconds,</p> <p>25 but there's a designation in the commodity</p>	<p style="text-align: right;">Page 33</p> <p>1 agreement that basically says the way Oasis</p> <p>2 Management works is basically a limited</p> <p>3 partnership, you know, signature, just that</p> <p>4 you're a part -- you're a limited partner.</p> <p>5 And then you just either send me a</p> <p>6 check or a wire to Oasis Management, put</p> <p>7 the address and everything, and I'll give</p> <p>8 you the wiring instructions in the email</p> <p>9 when I respond. And if your funds come in</p> <p>10 between now and the 1st, they'll be --</p> <p>11 they'll get rolled into Oasis Management,</p> <p>12 you know, immediately on the first, and</p> <p>13 you'll be good to go, starting July 1st</p> <p>14 you'll be in the program.</p> <p>15 If you're doing -- anyone is doing</p> <p>16 over 100,000, they would contact me the</p> <p>17 same way, only tell me that they're</p> <p>18 going -- they're going to have -- they</p> <p>19 want -- they're going to do over a hundred,</p> <p>20 and they want their own login. At that</p> <p>21 point in time I send you the -- the -- the</p> <p>22 sample note, the way it's going to read.</p> <p>23 You tell me who you want the note to be</p> <p>24 made out to, and you tell me the amount</p> <p>25 you're going to do. I have our -- our</p>

<p style="text-align: right;">Page 34</p> <p>1 legal department fill in the note for you.</p> <p>2 I will send you a copy of the note for your</p> <p>3 review and the wiring instructions for that</p> <p>4 account.</p> <p>5 If the -- if the note reads the</p> <p>6 way -- everything is correct, the title and</p> <p>7 amount and everything on there is -- that</p> <p>8 you understand and is correct and you have</p> <p>9 no questions, you wire -- you wire us the</p> <p>10 money. Once we receive the money, I --</p> <p>11 I execute the note and send you the</p> <p>12 execution page, because obviously once</p> <p>13 I execute the note, we owe you the money,</p> <p>14 so the money has to hit our account.</p> <p>15 Once it hits our account, we execute</p> <p>16 the note, send -- send you the executed --</p> <p>17 the execution page, and that's it. At that</p> <p>18 point in time you'll immediately be set up</p> <p>19 that day, you'll get your own login</p> <p>20 immediately, and at 5 p.m. the night the</p> <p>21 money comes in, you'll be rolled into</p> <p>22 the -- you'll be rolled into the market</p> <p>23 making program, and you'll start earning</p> <p>24 money immediately.</p> <p>25 RYAN: All right. Well,</p>	<p style="text-align: right;">Page 36</p> <p>1 roll in on the first, and that's when this</p> <p>2 program is going to start for Oasis</p> <p>3 Management anyway, because I'm going to</p> <p>4 roll -- right now we're in the middle of a</p> <p>5 month, so I'm going to -- when this month</p> <p>6 is over, I'm going to move the funds from</p> <p>7 where we trade them, where we have traded</p> <p>8 them for the last six years over to our</p> <p>9 own -- our own broker-dealer and enter them</p> <p>10 into this program.</p> <p>11 So if you -- under a hundred, the</p> <p>12 answer is every check you send me that you</p> <p>13 want to add after that will always go in on</p> <p>14 the 1st of the month. If you have your own</p> <p>15 login, it will go in the day that</p> <p>16 we receive the funds at five o'clock.</p> <p>17 KEVIN: Okay. Okay. Great. And</p> <p>18 then just one other thing getting back --</p> <p>19 MR. DACORTA: Okay.</p> <p>20 KEVIN: -- getting back to the</p> <p>21 referrals. I don't know if I heard you</p> <p>22 right earlier, my phone was cutting in and</p> <p>23 out, but was there something you mentioned</p> <p>24 about referring multiple amounts of people</p> <p>25 and the commission changing? Like</p>
<p style="text-align: right;">Page 35</p> <p>1 I appreciate you, Mike. Thanks for</p> <p>2 answering those questions, and I look</p> <p>3 forward to doing business with you.</p> <p>4 MR. DACORTA: Sounds good. I look</p> <p>5 forward to it. Have a great day.</p> <p>6 KEVIN: Hey, Mike, I got one more</p> <p>7 question for you, Mike. It's Kevin again.</p> <p>8 MR. DACORTA: Okay, Kev, yeah.</p> <p>9 KEVIN: In -- in regards to -- you</p> <p>10 know, hypothetically I go through that</p> <p>11 process of setting the account up and July</p> <p>12 1st the money is being traded, if I wanted</p> <p>13 to send you additional money, let's say on</p> <p>14 a weekly or biweekly basis, the same -- the</p> <p>15 same way (Inaudible) wire and from the</p> <p>16 point you receive the money, when does that</p> <p>17 money hit the account and start being</p> <p>18 traded?</p> <p>19 MR. DACORTA: Okay. If --</p> <p>20 if you're -- if you have your own login,</p> <p>21 it can go in the same day I receive it.</p> <p>22 If you're in Oasis Management, normally</p> <p>23 we -- we -- we do it -- we do everything</p> <p>24 for the 1st of the month, so any deposit --</p> <p>25 any checks I get between now and the 1st I</p>	<p style="text-align: right;">Page 37</p> <p>1 if I referred, you know, 15 people, is</p> <p>2 it always 25 percent or does it change?</p> <p>3 MR. DACORTA: No, it -- no, it never</p> <p>4 changes. What I said was that if you</p> <p>5 referred \$1 million in, whether it's one</p> <p>6 deposit for a million or, let's say, ten</p> <p>7 deposits for 100,000 --</p> <p>8 KEVIN: Okay.</p> <p>9 MR. DACORTA: -- you're going to end</p> <p>10 up -- you're going -- you're going to end</p> <p>11 up making roughly \$7,500 per million per</p> <p>12 month --</p> <p>13 KEVIN: Right.</p> <p>14 MR. DACORTA: -- on \$1 million</p> <p>15 referral, but I didn't want you to think</p> <p>16 it has to be \$1 million one-person deposit.</p> <p>17 KEVIN: I gotcha. Yeah, that's what</p> <p>18 I was figuring.</p> <p>19 MR. DACORTA: Okay.</p> <p>20 KEVIN: I just -- like I said, I lot</p> <p>21 lost you for about five seconds and</p> <p>22 I missed out a little bit. All right.</p> <p>23 MR. DACORTA: Okay. No problem.</p> <p>24 KEVIN: I -- I appreciate it, Mike.</p> <p>25 Thank you.</p>

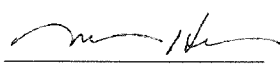
<p style="text-align: right;">Page 38</p> <p>1 RYAN: Mike, thank you.</p> <p>2 MR. DACORTA: You got it.</p> <p>3 MR. MONTIE: Any other questions?</p> <p>4 JOHN: Yeah, hey, Mike, John</p> <p>5 (Inaudible.) How are you?</p> <p>6 MR. DACORTA: Yes, hi. How are you?</p> <p>7 Very good. Thank you.</p> <p>8 JOHN: A couple -- a couple of</p> <p>9 questions. First one is I currently have a</p> <p>10 Roth IRA, and I'd be interested in rolling</p> <p>11 that over, and then I'd also be interested</p> <p>12 in possibly putting in some additional</p> <p>13 money, so that would -- would that be two</p> <p>14 different accounts? How would that work?</p> <p>15 And then my -- my Roth IRA I have</p> <p>16 automatic draft every month, and I'm adding</p> <p>17 money into it every month, I max out my</p> <p>18 investment every month. Just give me some</p> <p>19 examples of how that situation would work</p> <p>20 for me.</p> <p>21 MR. DACORTA: Okay. Well, we have</p> <p>22 guys that handle the IRA, so what I would</p> <p>23 do is specifically have you speak with</p> <p>24 them, because they can give you all the</p> <p>25 details. However, for the most part, it --</p>	<p style="text-align: right;">Page 40</p> <p>1 MR. DACORTA: Sure. Sure, one --</p> <p>2 one more time, if you're going to text me</p> <p>3 for a call, text me at 845-505-0941. Today</p> <p>4 will not be a good day just because of the</p> <p>5 fed announcement, so we're going to be</p> <p>6 really busy for the remainder of the day</p> <p>7 until maybe after -- after five or six</p> <p>8 o'clock tonight, and my email address is</p> <p>9 my -- is M as in Mike, Dacorta,</p> <p>10 D-A-C-O-R-T-A, @Oasisig.com.</p> <p>11 RECORDING: (Inaudible.)</p> <p>12 RAY: Guys, we appreciate everybody</p> <p>13 being on here. Unless anybody has any</p> <p>14 other questions, Mike, thank you so much.</p> <p>15 MIKE: Oh, you're very welcome, Ray.</p> <p>16 Thank you, everybody, for being on.</p> <p>17 RAY: Everybody have a great day.</p> <p>18 Thank you.</p> <p>19 UNKNOWN SPEAKER: Thank you. You,</p> <p>20 too.</p> <p>21 UNKNOWN SPEAKER: Thank you, Ray.</p> <p>22 MIKE: Thanks, Ray.</p> <p>23 RAY: Okay. Bye, now.</p> <p>24 (End of recording.)</p> <p>25</p>
<p style="text-align: right;">Page 39</p> <p>1 it depends on, again, if you're over</p> <p>2 100,000 combined, we can keep it in one</p> <p>3 account and you can -- that way it's easier</p> <p>4 for you to track your income.</p> <p>5 But what we would have to do is</p> <p>6 we would have to figure out what the</p> <p>7 percentage of your funds are IRA funds,</p> <p>8 and, therefore, let's say you made \$30,000</p> <p>9 this month and two thirds of it are IRA</p> <p>10 money, one third is regular money, 20,000,</p> <p>11 you know, you wouldn't be able to take</p> <p>12 back -- we could wire you back 10,000, the</p> <p>13 other 20,000 would either have to go into</p> <p>14 your principal or get wired back to your --</p> <p>15 your -- your account at your -- at your</p> <p>16 IRA, because if you took that out, you</p> <p>17 would -- you know, you would be subject to</p> <p>18 tax consequences for removing money from</p> <p>19 your IRA.</p> <p>20 JOHN: Okay. Perfect.</p> <p>21 MR. DACORTA: Okay.</p> <p>22 MR. MONTIE: Any other questions?</p> <p>23 Mike, can you just report -- repeat your</p> <p>24 contact information one more time</p> <p>25 (Inaudible.)</p>	<p style="text-align: right;">Page 41</p> <p>1 CERTIFICATE</p> <p>2</p> <p>3 - - -</p> <p>4</p> <p>5 I, Matthew J. Haas, Court Reporter and</p> <p>6 Transcriptionist, do hereby certify that I was</p> <p>7 authorized to and did listen to and</p> <p>8 stenographically transcribe the foregoing</p> <p>9 recorded proceedings and that the transcript is a</p> <p>10 true record to the best of my professional</p> <p>11 ability.</p> <p>12</p> <p>13</p> <p>14</p> <p>15 Dated this 2nd day of July, 2019.</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21 </p> <p>22 MATTHEW J. HAAS</p> <p>23 Court reporter</p> <p>24</p> <p>25</p>

EXHIBIT F

October 30, 2018

THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

CASE NO. 8:19 CV 886T33 SPF

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

v.

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

Defendants,

and

MAINSTREAM FUND SERVICES, INC.;
BOWLING GREEN CAPITAL
MANAGEMENT LLFC; 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 4OAKS LLC,

Relief Defendants.

RECORDED TELEPHONE CALL
UPDATE CALL WITH

JOHN HAAS, RAYMOND MONTIE, AND MICHELLE

OCTOBER 30, 2018

October 30, 2018

2 to 5

<p style="text-align: right;">Page 2</p> <p>1 (Thereupon:)</p> <p>2 MR. MONTIE: It's 3:00, so we're</p> <p>3 going to go ahead and get started.</p> <p>4 I appreciate everybody getting on here.</p> <p>5 I know there was a couple of people who</p> <p>6 couldn't. They were in meetings or at jobs</p> <p>7 or whatever they were doing, so Michelle is</p> <p>8 going to report the call so it will get out</p> <p>9 to everybody.</p> <p>10 I just want to give everybody a</p> <p>11 quick update on a couple of things. The</p> <p>12 first is our contest. I want to let you</p> <p>13 know where we're at. We're just north of</p> <p>14 \$11 million total, so we're doing good,</p> <p>15 especially when you keep in mind that, you</p> <p>16 know, August was a slow month because of</p> <p>17 the summer, and then we lost about a week</p> <p>18 for Ambition with a lot of us being down in</p> <p>19 Dallas, and then we had the transition</p> <p>20 where we had to get the paperwork, so</p> <p>21 October was definitely a bigger month.</p> <p>22 I know we've got some work to do to</p> <p>23 get this contest done, which we need about</p> <p>24 \$9 million, but, guys, I'm pretty confident</p> <p>25 we can get it done, and one of the reasons</p>	<p style="text-align: right;">Page 4</p> <p>1 excited about this, the contest.</p> <p>2 So the goal was as a team to hit \$20</p> <p>3 million, if we did, any numbers that</p> <p>4 we hit, you know, whether you're getting a</p> <p>5 free hotel for two nights at the</p> <p>6 Ritz-Carlton, that in itself is worth</p> <p>7 doing, because it's \$399 a night, so I know</p> <p>8 we've got quite a few people qualified for</p> <p>9 that.</p> <p>10 And then the higher up you go, you</p> <p>11 start getting airfares to cover everybody's</p> <p>12 Christmas party, and then the top prize was</p> <p>13 a fishing trip down at Brian's place in</p> <p>14 Louisiana, and I want to announce that</p> <p>15 Jason McKee actually hit that. Jason is</p> <p>16 well over the 1.2 million and had a couple</p> <p>17 of things come in this week. It looks like</p> <p>18 it will be somewhere around 1.6 or 1.7</p> <p>19 if I'm not mistaken, so congratulations,</p> <p>20 Jason. I know he's working really hard as</p> <p>21 is a whole lot of other people.</p> <p>22 So I want to kind of talk about that</p> <p>23 a little bit. We're going to expand the</p> <p>24 calls. You know, we got a call tonight</p> <p>25 with Mike that we maxed out. We also got a</p>
<p style="text-align: right;">Page 3</p> <p>1 I am is the fact that everybody knows</p> <p>2 they're guaranteed one and a half percent</p> <p>3 minimum for December which is a notoriously</p> <p>4 slow time for us just because usually the</p> <p>5 last two weeks of December there's not a</p> <p>6 whole lot going on.</p> <p>7 So I would definitely use that to</p> <p>8 your advantage. People that have been on</p> <p>9 calls or looked at Oasis before that are on</p> <p>10 the fence, that is a good opportunity to</p> <p>11 get them to get off the fence.</p> <p>12 The second thing I'll tell you,</p> <p>13 I spoke to Mike this morning, and we had a</p> <p>14 pretty good October. It looks like we'll</p> <p>15 finish somewhere about 1.2, 1.3, 1.4,</p> <p>16 depending on what happens today and what</p> <p>17 happens tomorrow. Mike seemed to think</p> <p>18 that a lot of things were being kind of</p> <p>19 slowed down in anticipation of the election</p> <p>20 next Tuesday, that that could be the type</p> <p>21 of thing that really spurs some -- some</p> <p>22 crazy -- crazy movement in the market. So</p> <p>23 the potential for a big, big November, the</p> <p>24 potential for one and a half percent in</p> <p>25 December should get everybody pretty</p>	<p style="text-align: right;">Page 5</p> <p>1 call tomorrow, me, John, and Gil, and then</p> <p>2 a call Thursday night with myself and John,</p> <p>3 and I actually just talked to John about</p> <p>4 doing something on Saturday afternoon.</p> <p>5 There's a lot of people that don't know</p> <p>6 about the calls.</p> <p>7 You know, we don't want to randomly</p> <p>8 send it out to everybody and just have a</p> <p>9 free-for-all. We want everybody -- you can</p> <p>10 have people on your team that are good</p> <p>11 people that are referred the right type of</p> <p>12 people, and they want to start contacting</p> <p>13 Michelle to get referral calls, they're</p> <p>14 more than welcome to do that. So please</p> <p>15 let Michelle know about that and those</p> <p>16 people, because there's a lot of people I</p> <p>17 don't think read their emails. We know</p> <p>18 that.</p> <p>19 (Inaudible) that's the case, and</p> <p>20 John just sent out a text to some of the</p> <p>21 people that he's in touch with and told</p> <p>22 them about the Christmas party and told</p> <p>23 them about the one and a half percent, and</p> <p>24 if I'm not mistaken, in about a two minute</p> <p>25 span, he had about another \$60,000 in fund</p>

October 30, 2018

6 to 9

<p style="text-align: right;">Page 6</p> <p>1 raise because people now found out about</p> <p>2 the one and a half percent.</p> <p>3 So I want to get that information</p> <p>4 out to everybody. I definitely believe</p> <p>5 we can still hit the 20 million. I still</p> <p>6 think the 30 million is not out of reach.</p> <p>7 You know, we've got 32 days left to get</p> <p>8 this done, and if you do the math, we need</p> <p>9 to -- you know, we need to average about</p> <p>10 300,000 a day, which sounds like a lot, but</p> <p>11 I know there's some things in the works,</p> <p>12 some two, three, four, \$500,000.</p> <p>13 There's a couple of people that have</p> <p>14 a couple of people with a couple of million</p> <p>15 dollars ready to go, and so it's going to</p> <p>16 be up to us to create that excitement, to</p> <p>17 get people on the calls. Again,</p> <p>18 (Inaudible) call tonight with Mike, we've</p> <p>19 got one at lunch tomorrow. We've got</p> <p>20 another one on Thursday at nine or</p> <p>21 nine-thirty, I don't have the schedule in</p> <p>22 front of me, and then depending on</p> <p>23 everybody on this call, you know, we can do</p> <p>24 a call five or six days a week.</p> <p>25 I've got Mike committed to doing at</p>	<p style="text-align: right;">Page 8</p> <p>1 or five million done in October, and with</p> <p>2 the thought of 1.5 percent in December and</p> <p>3 the momentum that we've got, I just don't</p> <p>4 think it's a problem.</p> <p>5 We'll give you an update every ten</p> <p>6 days or so. I definitely think if we all</p> <p>7 work hard and get some more referrals, I've</p> <p>8 got -- I've got one or two going in, and</p> <p>9 we can hit this \$20 million, and everybody</p> <p>10 that's out there working will get their --</p> <p>11 their hotels paid for at the -- the</p> <p>12 Christmas party, and a lot of you will be</p> <p>13 able to pick up your airfare also.</p> <p>14 The other thing I'll tell you guys</p> <p>15 is that the weekend -- I'm flying in on</p> <p>16 Friday, I'm going to get there and relax a</p> <p>17 little bit on Friday, probably get with</p> <p>18 some of you guys and gals and then Saturday</p> <p>19 is the Christmas party. We're staying</p> <p>20 through -- we're staying through Monday.</p> <p>21 The reason we're staying through</p> <p>22 Monday is we're going to go to the office</p> <p>23 on Monday. I know a couple of people asked</p> <p>24 to go to the office. There definitely</p> <p>25 won't be anybody at the office on Saturday</p>
<p style="text-align: right;">Page 7</p> <p>1 least one a week through the end of</p> <p>2 November. Obviously, John does a great</p> <p>3 job, and when Gil and John are on there,</p> <p>4 these guys get all the information out. So</p> <p>5 we're going to crank the calls up. You're</p> <p>6 going to see them coming in four or five</p> <p>7 days a week. We're going to do the best</p> <p>8 we can as needed.</p> <p>9 We need you to get this information</p> <p>10 out to your team and let them know what's</p> <p>11 going on, let them know about the number of</p> <p>12 calls that we're doing, also let them know</p> <p>13 about the one and a half percent, and so</p> <p>14 we're between 11 and 12 million.</p> <p>15 So we've got some work to do, but</p> <p>16 I believe -- you know, if you look at</p> <p>17 August, we just announced, and then it's</p> <p>18 the summertime, and then September we had</p> <p>19 Ambition to start off the week, and then</p> <p>20 we had the (Inaudible) where we didn't take</p> <p>21 any new investors, because we had to get</p> <p>22 the paperwork done, which slowed us down a</p> <p>23 little bit.</p> <p>24 But if you look at October, we are</p> <p>25 definitely gaining momentum, probably four</p>	<p style="text-align: right;">Page 9</p> <p>1 and Sunday, but if you get in early enough</p> <p>2 Friday or Saturday -- or I'm sorry, Friday</p> <p>3 or Monday, I'm sure you'll be able to. I'm</p> <p>4 trying to go by the office on Monday and</p> <p>5 check it out, see how it's looking.</p> <p>6 I also got a large suite at the</p> <p>7 Ritz-Carlton for the party after the party</p> <p>8 on Saturday night and, you know, maybe a</p> <p>9 little get-together on -- on Friday night</p> <p>10 as well, so I wanted to give you that</p> <p>11 information.</p> <p>12 Speaking of the Christmas party,</p> <p>13 I asked Michelle to be on here with us.</p> <p>14 Michelle, thank you for all you do, and</p> <p>15 if you can give everybody an update on the</p> <p>16 Christmas party, that would be great.</p> <p>17 MICHELLE: Sure. Hey, everyone.</p> <p>18 Just a reminder, I think most of you on</p> <p>19 this call have RSVP'd for the party, so I'm</p> <p>20 kind of preaching to the choir, but</p> <p>21 (Inaudible) referrals, the RSVP deadline</p> <p>22 for the Christmas party is November 15th.</p> <p>23 We need to have a firm number by</p> <p>24 that day, so we won't be able to take any</p> <p>25 RSVP's after November 15th, and by that</p>

October 30, 2018

10 to 13

<p style="text-align: right;">Page 10</p> <p>1 time it's getting a little late for travel</p> <p>2 plans anyway. So encourage your referrals</p> <p>3 if they have not RSVP'd to get to me if --</p> <p>4 if they are able to go to the Christmas</p> <p>5 party. I just sent an email reminder out</p> <p>6 about this to everyone, but again like Ray</p> <p>7 said, a lot of people don't read their</p> <p>8 emails.</p> <p>9 Regarding hotels, so I just found</p> <p>10 out today that the Ritz-Carlton hotels are</p> <p>11 gone. All the rooms that we had with them</p> <p>12 in the room block are taken, so that leaves</p> <p>13 you with the Art Ovation Hotel, which is</p> <p>14 159 a night, and also the Westin, which is</p> <p>15 219 a night.</p> <p>16 So I would encourage you, if you</p> <p>17 have not made your reservations yet, to</p> <p>18 make sure and -- and get that done while</p> <p>19 there are still rooms left, because I know</p> <p>20 around this time of the year the hotels</p> <p>21 are -- are limited in rooms, and you will</p> <p>22 be paying a lot higher price if you do not</p> <p>23 get the room in the room block.</p> <p>24 So if you have any questions, you</p> <p>25 can drop me a text or email, and regarding</p>	<p style="text-align: right;">Page 12</p> <p>1 fill these calls up and get this number</p> <p>2 that we need to hit.</p> <p>3 Michelle, I know we talked earlier</p> <p>4 that there might be a few more rooms at the</p> <p>5 Ritz-Carlton. Were you able to confirm or</p> <p>6 deny that at all?</p> <p>7 MICHELLE: Well, I -- I -- I'm still</p> <p>8 going back and forth with the guys at Oasis</p> <p>9 a little bit. I think what Michael would</p> <p>10 like to do is start filling the Westin and</p> <p>11 the Art Ovation, because for some reason</p> <p>12 when they made the block of rooms, they had</p> <p>13 to guarantee the rooms. So if they don't</p> <p>14 take those rooms, they're liable to pay for</p> <p>15 them.</p> <p>16 MR. MONTIE: Yeah.</p> <p>17 MICHELLE: So he would really like</p> <p>18 to fill those rooms. We do have a chance</p> <p>19 of getting ten more rooms at the</p> <p>20 Ritz-Carlton if they decide to sign another</p> <p>21 contract for that, so more Ritz rooms are a</p> <p>22 little bit up in the air right now.</p> <p>23 MR. MONTIE: Okay. Well, just so</p> <p>24 everybody knows, obviously, we're going to</p> <p>25 take care of your hotel. If you're</p>
<p style="text-align: right;">Page 11</p> <p>1 what Ray was saying earlier about letting</p> <p>2 your referrals know to get on calls if they</p> <p>3 have people, I do have another Oasis</p> <p>4 distribution list that I'm sending out the</p> <p>5 call information to, so like Ray said,</p> <p>6 if you have someone really good that really</p> <p>7 wants to get referrals on and they're not</p> <p>8 on my list yet, just let me know and they</p> <p>9 can -- they can text or email me.</p> <p>10 MR. MONTIE: Hey, guys, the reason</p> <p>11 we did that is we've got this group right</p> <p>12 here and that group that went down to</p> <p>13 Sarasota who is the initial group, we've</p> <p>14 got a list with all of you on there, and</p> <p>15 then we've got another group that -- you</p> <p>16 know, are people that are very active, good</p> <p>17 people.</p> <p>18 So if you've got somebody that is --</p> <p>19 is doing the right thing and putting the</p> <p>20 right people on there, not just trying to</p> <p>21 get anybody they can talk to on there, but,</p> <p>22 you know, friends and family, people you</p> <p>23 have a relationship with, please email</p> <p>24 Michelle, because we have a secondary list</p> <p>25 going, too, and this way we can continue to</p>	<p style="text-align: right;">Page 13</p> <p>1 somebody that's in this contest and you've</p> <p>2 already booked a room at the Ritz, good for</p> <p>3 you. If you did not and you have to stay</p> <p>4 in another hotel, obviously we're going to</p> <p>5 reimburse you for wherever you stay</p> <p>6 if we hit the number.</p> <p>7 John, were you on the moderator line</p> <p>8 by any chance? I don't think he is.</p> <p>9 That's all right. I'm going to open it up</p> <p>10 here in a second, I'm going to have John</p> <p>11 talk about real quick, you know, just</p> <p>12 reaching out to a couple of people and the</p> <p>13 response he got. That's it. We appreciate</p> <p>14 everybody being on here, we will keep</p> <p>15 everybody updated. Like I said now, north</p> <p>16 of 11 million, south 12 million, so we've</p> <p>17 got about 8 and a half million to go.</p> <p>18 With the momentum we've got, the</p> <p>19 number of calls that we've got, the fact</p> <p>20 that we've got one and a half percent for</p> <p>21 the month of December, and it looks like</p> <p>22 November could be a very, very interesting</p> <p>23 month.</p> <p>24 Mike thinks -- seems to think that</p> <p>25 after this election, depending on what</p>

October 30, 2018

14 to 17

<p style="text-align: right;">Page 14</p> <p>1 happens, one way or another, it's going to</p> <p>2 cause a lot of turmoil, so that's -- that's</p> <p>3 a good thing. I appreciate, Michelle, you</p> <p>4 being on here.</p> <p>5 I'm going to open it up. John,</p> <p>6 if you're on there, if you want to just</p> <p>7 touch really quick about, you know, what</p> <p>8 you just did and what happened, and then,</p> <p>9 guys, let us know, we -- we have the call</p> <p>10 tonight with Mike, we have the call</p> <p>11 tomorrow with lunch with Gil and John.</p> <p>12 We have another call Thursday night</p> <p>13 with myself and John, and then we were</p> <p>14 thinking about doing something Monday</p> <p>15 afternoon maybe around one o'clock</p> <p>16 depending on, you know, if we've got people</p> <p>17 that need to get on there. If we have at</p> <p>18 least five or six potential lenders getting</p> <p>19 on there, we'll do the call. I know a lot</p> <p>20 of people have been going in homes and</p> <p>21 calls with Mike and Gil and John, and</p> <p>22 that's always something that you're welcome</p> <p>23 to do. Like I said, everybody's doing a</p> <p>24 great job. I just wanted to give everybody</p> <p>25 an update. Appreciate you being there --</p>	<p style="text-align: right;">Page 16</p> <p>1 gentleman said, "Oh, I forgot all about the</p> <p>2 Christmas party, yeah, I want to go, can</p> <p>3 you send me out the invite again," and he's</p> <p>4 going to RSVP, and I'm in the first five</p> <p>5 minutes in the middle of the afternoon, so</p> <p>6 I expect I'll get a bit more of a response</p> <p>7 this evening. So it looks good.</p> <p>8 MR. MONTIE: (Inaudible) we try to</p> <p>9 get the information out via email, but not</p> <p>10 everybody reads their emails, so if there</p> <p>11 are people that you are in touch with and</p> <p>12 working with that you know, please continue</p> <p>13 to pass this information out to everybody.</p> <p>14 I appreciate everybody being on here.</p> <p>15 MR. HAAS: Thank you, Ray. Thank</p> <p>16 you, everybody.</p> <p>17 MR. MONTIE: John, one more -- one</p> <p>18 more -- on more thing before we let you go.</p> <p>19 We are -- we are north -- we are north of</p> <p>20 17 percent for the year, which means 17</p> <p>21 percent plus 1 percent for November, one</p> <p>22 and a half, we're closing in on a</p> <p>23 guaranteed 20 percent for the year.</p> <p>24 I think we're at 1.2 for the month</p> <p>25 of October, so another good bit of</p>
<p style="text-align: right;">Page 15</p> <p>1 on here on short notice.</p> <p>2 John, I'm going to open it up.</p> <p>3 If you can just talk about getting that</p> <p>4 information out and what just happened with</p> <p>5 you if you don't mind.</p> <p>6 RECORDING: Unmuted.</p> <p>7 MR. HAAS: Yeah, I'll be happy to,</p> <p>8 Ray. Can you hear me?</p> <p>9 MR. MONTIE: I can hear you fine.</p> <p>10 MR. HAAS: Yeah, I just -- I sent</p> <p>11 out a message email to everybody that</p> <p>12 I helped and I servicing through Satellite</p> <p>13 Holdings Company, Oasis LLC, Oasis OIG</p> <p>14 Direct, and I just sent out an email</p> <p>15 basically just telling everybody about the</p> <p>16 one and a half percent that we're getting</p> <p>17 guaranteed for December, and also as a</p> <p>18 reminder for the Christmas party if they</p> <p>19 haven't already RSVP'd, to get it done by</p> <p>20 November 15th.</p> <p>21 Within five minutes I had two -- two</p> <p>22 investors give me a call, one want --</p> <p>23 because of the 1.5 percent, one is sending</p> <p>24 in another 25,000, another one sending in</p> <p>25 another 30,000, and -- and another</p>	<p style="text-align: right;">Page 17</p> <p>1 information to be able to share with</p> <p>2 people. 22 percent in 2017, a minimum of</p> <p>3 probably 20 percent in 2018, depending on</p> <p>4 what happens the next 60 days, so keep that</p> <p>5 in mind, too, as you're talking to people.</p> <p>6 Everybody have a great day.</p> <p>7 MR. HAAS: You, too.</p> <p>8 (End of recording.)</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>


1	CERTIFICATE	Page 18
2		
3	- - -	
4		
5	I, Matthew J. Haas, Court Reporter and	
6	Transcriptionist, do hereby certify that I was	
7	authorized to and did listen to and	
8	stenographically transcribe the foregoing	
9	recorded proceedings and that the transcript is a	
10	true record to the best of my professional	
11	ability.	
12		
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15	Dated this 2nd day of July, 2019.	
16		
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21	_____	
22	MATTHEW J. HAAS	
23	Court reporter	
24		
25		

EXHIBIT G

To: gwilson@oasisig.com[gwilson@oasisig.com]; mdacorta@oasisig.com[mdacorta@oasisig.com]
From: Raymond Montie
Sent: Wed 3/14/2018 8:26:23 PM
Subject: Re: Questions

Love the answers ♦♦

Sent from Yahoo Mail for iPad

On Wednesday, March 14, 2018, 7:48 PM, gwilson@oasisig.com <gwilson@oasisig.com> wrote:

Here are my answers let me know if these are accurate before I send them LOL! The original email is below.

1) Your clients are primarily in the US and you're keeping the offering to a small group. Why the Cayman Is. HQ?

Better Weather

2) Your last filing with the SEC as in 2013 for up to \$5mil of securities to be offered. You've obviously surpassed that level at this point. Where can we find your latest offering documents that have been filed with a regulatory body?

In their filing cabinet

3) Are you registered with the NFA? (NFA is the regulatory body for CTA's, which they are - I could not find them in the NFA database). If not, why not?

Registered with NRA instead

4) How are you allowed to pay referral fees to people who introduce new clients? With Dollars In order to receive fees, aren't people required to be licensed? No

5) Because you are small and private, it is of utmost importance that investors are comfortable with your custodianship of their money. Do you have an outside auditor we can contact? (they'll likely say no because they are "too small"). If not, is there a contact that we can confirm assets with at your prime broker/custodian?

Too Small to reach the phone

6) Since "we" are investors, can we have access via an online portal to monthly statements of operations, generated by your custodians?

"working on it"

7) Where are your trading servers located? (this industry requires SPEED - the closer to the exchanges, the better - should be Chicago, otherwise they're at a disadvantage - it's called "latency" and is huge in the strategy they follow).

The office close to the kitchen

8) You've stated money is not at risk, it is simply to allow you the leverage to do your trades. If it wasn't at risk, why would the prime brokers require the collateral?

8) What happens in the event of a “flash crash” type of dislocation in markets, as occurred not too long ago. What if liquidity dries up quickly and your positions move significantly against you? Please, in detail, explain the actual risk to collateral.

Kim Jong Un

From: [REDACTED]

Sent: Wednesday, March 14, 2018 12:13 PM

To: Gil Wilson <gwilson@oasisig.com>

Subject: Questions

Hi Gil,

Thank you so much for providing me with the documents and info to get started. Sending out funds tomorrow.

A friend in the financial sector asked me these questions and they are far above my pay grade. I didn't want to bring him in on a Q&A conference call due to the number of questions. And, if his questions are irrelevant, then please advise me to move on. But, he took the time to ask in detail:

- 1) Your clients are primarily in the US and you're keeping the offering to a small group. Why the Cayman Is. HQ?
- 2) Your last filing with the SEC as in 2013 for up to \$5mil of securities to be offered. You've obviously surpassed that level at this point. Where can we find your latest offering documents that have been filed with a regulatory body?
- 3) Are you registered with the NFA? (NFA is the regulatory body for CTA's, which they are - I could not find them in the NFA database). If not, why not?
- 4) How are you allowed to pay referral fees to people who introduce new clients? In order to receive fees, aren't people required to be licensed?
- 5) Because you are small and private, it is of utmost importance that investors are comfortable with your custodianship of their money. Do you have an outside auditor we can contact? (they'll likely say no because they are “too small”). If not, is there a contact that we can confirm assets with at your prime broker/custodian?

- 6) Since “we” are investors, can we have access via an online portal to monthly statements of operations, generated by your custodians?
- 7) Where are your trading servers located? (this industry requires SPEED - the closer to the exchanges, the better - should be Chicago, otherwise they’re at a disadvantage - it’s called “latency” and is huge in the strategy they follow). 8) You’ve stated money is not at risk, it is simply to allow you the leverage to do your trades. If it wasn’t at risk, why would the prime brokers require the collateral?
- 8) What happens in the event of a “flash crash” type of dislocation in markets, as occurred not too long ago. What if liquidity dries up quickly and your positions move significantly against you? Please, in detail, explain the actual risk to collateral.

Any help would be greatly appreciated.

Thx!!!



To: Raymond Montie[raymontie7@yahoo.com]
Cc: Gil Wilson III[gwilson@oasisig.com]
From: mdacorta@oasisig.com
Sent: Thur 3/15/2018 7:44:20 AM
Subject: RE: FW: Questions

Ray, Okay, I just realized he was the guy you had talked about last week. I think he was on the call last night.

Michael DaCorta

CEO & Chief Investment Officer

Cell: 941-807-9933

Email: mdacorta@oasisig.com



A Cayman Islands Company

www.oasisig.com

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

Subject: Re: FW: Questions

From: Raymond Montie <raymontie7@yahoo.com>

Date: Wed, March 14, 2018 9:53 pm

To: <mdacorta@oasisig.com>, <gwilson@oasisig.com>

Actually I was told he is a multi millionaire. I will do a little digging.

Sent from Yahoo Mail for iPad

On Wednesday, March 14, 2018, 8:52 PM, mdacorta@oasisig.com wrote:

Who is this guy? These questions show he has no idea what we do or how we do it. Unless he has 10 mil ready to go its just not worth our time. I have no interest in providing an education here.

Michael DaCorta

CEO & Chief Investment Officer

Cell: 941-807-9933

Email: mdacorta@oasisig.com



A Cayman Islands Company

www.oasisig.com

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

Subject: FW: Questions

From: <gwilson@oasisig.com>

Date: Wed, March 14, 2018 7:48 pm

To: <mdacorta@oasisig.com>

Cc: <raymontie7@yahoo.com>

Here are my answers let me know if these are accurate before I send them
LOL! The original email is below.

1) Your clients are primarily in the US and you're keeping the offering to a small group. Why the Cayman Is. HQ?

Better Weather

2) Your last filing with the SEC as in 2013 for up to \$5mil of securities to be offered. You've obviously surpassed that level at this point. Where can we find your latest offering documents that have been filed with a regulatory body?

In their filing cabinet

3) Are you registered with the NFA? (NFA is the regulatory body for CTA's, which they are - I could not find them in the NFA database). If not, why not?

Registered with NRA instead

4) How are you allowed to pay referral fees to people who introduce new clients? With Dollars In order to receive fees, aren't people required to be licensed? No

5) Because you are small and private, it is of utmost importance that investors are comfortable with your custodianship of their money. Do you have an outside auditor we can contact? (they'll likely say no because they are "too small"). If not, is there a contact that we can confirm assets with at your prime broker/custodian?

Too Small to reach the phone

6) Since "we" are investors, can we have access via an online portal to monthly statements of operations, generated by your custodians? "working on it"

7) Where are your trading servers located? (this industry requires SPEED - the closer to the exchanges, the better - should be Chicago, otherwise they're at a disadvantage - it's called "latency" and is huge in the strategy they follow).

The office close to the kitchen

8) You've stated money is not at risk, it is simply to allow you the leverage to do your trades. If it wasn't at risk, why would the prime brokers require the collateral?

8) What happens in the event of a "flash crash" type of dislocation in markets, as occurred not too long ago. What if liquidity dries up quickly and your positions move significantly against you? Please, in detail, explain the actual risk to collateral.

Kim Jong Un

From: [REDACTED]

Sent: Wednesday, March 14, 2018 12:13 PM

To: Gil Wilson <gwilson@oasisig.com>

Subject: Questions

Hi Gil,

Thank you so much for providing me with the documents and info to get started. Sending out funds tomorrow.

A friend in the financial sector asked me these questions and they are far

above my pay grade. I didn't want to bring him in on a Q&A conference call due to the number of questions. And, if his questions are irrelevant, then please advise me to move on. But, he took the time to ask in detail:

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Any help would be greatly appreciated.

Thx!!!



To: gwilson@oasisig.com[gwilson@oasisig.com]
From: mdacorta@oasisig.com
Sent: Thur 3/15/2018 7:48:28 AM
Subject: RE: FW: Questions

Gil,

If he still has questions after last night's call let him know he can call and will get answers. Do not take the time to write a lengthy email.

Michael DaCorta

CEO & Chief Investment Officer

Cell: 941-807-9933

Email: mdacorta@oasisig.com



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Any help would be greatly appreciated.

Thx!!!

[REDACTED]



EXHIBIT H

From: horizmm <horizmm@aol.com>
To: mdacorta <mdacorta@oasisig.com>
Subject: Re: OIG
Date: Thu, Jun 27, 2013 5:51 pm
Attachments: sigimg1 (5K)

Thanks for the update Mike,

All sounds like really great news! Very grateful to be part of such a terrific team with such tremendous opportunities. While the past 5 or 6 years have been stressful financially and emotionally, there have been many good things to be thankful for, and in the end I feel that these are life lessons that make one better and more useful to the world.

Have a great 4th too! Obviously Matt, Butch, and I will continue working on the Oasis Global FX site so we are ready for the upcoming "launch" of operations.

Best,
Brian

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

From: mdacorta <mdacorta@oasisig.com>
To: Ray Montie III <myenergybiz@yahoo.com>; Joe Anile <jsanile@jsa.atty.com>; Matt Cozzolino <mattcoz6@yahoo.com>; Butch Lyle <blyle@oasismgt.com>; horizmm <horizmm@aol.com>
Sent: Thu, Jun 27, 2013 3:38 pm
Subject: OIG

Ray, Joe, Butch, Matt and Brian,

I wanted to send everyone an update of where we are and my current outlook knowing what I know at this very moment.

We will break escrow early next week. At the moment we have commitments for \$1,400,000, we have \$830k in hand and expect all but 25k to be in by early next week. We will continue to pursue investors until the entire \$5 million of preferred shares are sold. My feeling is once we break escrow some larger players will be in play and the deal will sellout before the end of August.

On the customer front, things have ramped up much more quickly than I had ever dreamed. At the moment I expect us to begin operations with approximately \$20 million under management, with the very real potential to have north of \$50 million within 3 to 6 months. As most of you realize that goes a long way in the FX markets. However with proper risk management we will produce well above average returns for our clients and great income for our IB's I would expect our funds under management to skyrocket from months 6 thru 12. This is clearly the opportunity of a lifetime that we must manage correctly from day 1.

With \$25 million to start and normal trading conditions I expect we can trade 3x leverage or \$75million at a clip and turn that over at least 7X per day. That would result in \$525,000,000 (yes, that's 525 MILLION) in daily volume or 5250 round lots per day. At 4 pips per round lot that would equal \$210,000 per day X 20 trading days in a month= \$4,200,000 per month. If we were paying the maximum payout to IB's for 100% of the funds; which is 50% we would net \$2,100,000 per month not including any hedging profits.

Obviously those are big numbers but they will just be the beginning. That is not including self trader business, hedging profits or Matt bringing in any managers with clients that will be trading their own funds. It is also assuming our minimum expectations as far as funds under management. As our assets increase so do the fees and profits.

With the inevitable economic turmoil that lies ahead we will be in the most incredible position to turn our "little idea" into a mega financial powerhouse within a few short years. There is no limit to what we will be able to accomplish as we will have many options open to us to expand and diversify our horizons into

many other asset classes. We will bring Sierra Partners (our domestic hedge fund) under the umbrella of OIG quickly, which will allow us to bring in domestic clients for investments other than FX trading.

I can't help to feel that everything I have ever done in my life, every experience both good and bad was in preparation for what we are all about to undertake. I can't thank each and everyone of you enough and I could not be happier with the team we have to get this started.

My special thanks to Ray who really forced me back on the horse after a couple of years of being doubtful I could ever recover totally from 2008. Without Ray and his incredible positive outlook on life in general none of this would be happening. I firmly believe everything in life has a purpose and there is a greater plan. Without the struggles that 2008 created I most likely would have never become an Ambit consultant and this would not be happening right now! So once again thank you Ray and his fiancée Danielle who had enough trust in Ray's judgment of me to give him the green light to get started!! To Butch a **very** special thank you also, Butch helped me stay sane during some very rough times. I cannot express in words how grateful I was and always will be. I am grateful for all the hard work Joe has done and the fact he quit his job to assist us in putting this entire operation together. He showed a great deal of faith in what we were trying to do and took a huge gamble. He lost his house in hurricane Sandy and still has not been able to return, and yet always put our project first and foremost on his "to do" list. Thank you Joe! Matt and Brian have also put all their efforts behind this project and also took big risks turning down other opportunities to be a part of OIG. Thank you both. I know we will all be smiling very soon about our decisions!!

Enjoy the July 4th holiday! Between OIG and Ambit there will be no down time for a while! 🤔 Laughing

With Sincere Gratitude,

Mike

Michael DaCorta

Cell: 845-505-0941

Email: mdacorta@oasisig.com

1Attached Images

