

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

COMMODITY FUTURES TRADING  
COMMISSION,

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

Plaintiff,

v.

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

Defendants;

and

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

Relief Defendants.

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**THE RECEIVER’S SECOND VERIFIED MOTION  
TO APPROVE THE PRIVATE SALE OF REAL PROPERTY – SPECIFICALLY,  
13318 LOST KEY PLACE, LAKEWOOD RANCH, FLORIDA 34202**

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

the Court to approve the sale of 13318 Lost Key Place, Lakewood Ranch, Florida 34202 (the “**Property**”) to Raymond Abreu (the “**Purchaser**”) for \$1,100,000.<sup>1</sup> A copy of the Purchase and Sale Agreement is attached as **Exhibit 1** (the “**PSA**”). As explained below, the Receiver believes the proposed sale is commercially reasonable and will result in a fair and equitable recovery for the Receivership Estate.

### **BACKGROUND**

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

The Court also directed the Receiver to develop a plan for the liquidation of Receivership assets (Doc. 44 ¶¶ 51, 52), which the Receiver filed on June 7, 2019 (Doc. 103) (the “**Liquidation Plan**”). That same day, the Receiver moved the Court to approve (1) the Liquidation Plan, (2) a Memorandum of Understanding (the “**MOU**”) between the Receiver and the United States Marshals Service (“**USMS**”), and (3) a Consent Forfeiture Agreement (the “**Consent**”) between the Receiver and the Department of Justice (“**DOJ**”). Doc. 105. The Court granted the Receiver’s motion and approved the attached documents on June 13, 2019.

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<sup>1</sup> This is the Receiver’s second motion with respect to this Property because the previous purchasers were unable to close the transaction due to a tax issue. They paid the Receiver \$10,000 as a form of damages, thereby reimbursing the fees and costs incurred with respect to the unsuccessful transaction. *See* Docs. 297, 308, 320, 321.

Doc. 112. On July 11, 2019, the Court entered a Consolidated Receivership Order (Doc. 177) (the “**Consolidated Order**”), which combined and superseded two prior orders (Docs. 7 & 44) and is now the operative document governing the Receiver’s activities.

**The Procedures Applicable to Sales of Real Property**

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

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

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

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

28 U.S.C. § 2001(b).<sup>2</sup> As noted above and in the Consolidated Order, the Receiver can move the Court to waive strict compliance with these procedures, but as explained below, the Receiver has substantially and materially complied with the statute.

### **The Civil Forfeiture of the Property**

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

On June 26, 2019, the DOJ filed a motion for judgment of forfeiture regarding, in relevant part, the Property (FA Doc. 53), and the court in the Forfeiture Action granted the DOJ's motion on July 16, 2019 (FA Doc. 60) (the "**Forfeiture Order**"). The court recognized claims against the Property, in relevant part, by (1) the Manatee County Tax Collector and (2) the pertinent homeowners association. FA Doc. 60 at 3-4. FA Doc. 60 at 3-4. The court then condemned and forfeited all right, title, and interest in the Property to the United States "for disposition according to law." *Id.* at 4. The court held that "[c]lear title to the [Property] is now vested in the United States," subject to the claims described above. *Id.*

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<sup>2</sup> Section 2001(b) governs here because this is a private sale of real property and because 28 U.S.C. §§ 2001(a) and 2004 deal with public auctions and personal property, respectively.



**The Receiver's Role under the MOU in Cooperation with the USMS**

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

At closing, the Receiver and the United States will transfer the Property to the Purchaser, as set forth in the PSA.<sup>3</sup> After the Receiver sells the Property (or any other forfeited property), the Receiver will deduct any Asset Expenses and transfer the net proceeds to the USMS for deposit in the Department of Justice Asset Forfeiture Fund. *Id.* § IV.E. Once all properties have been sold, the Receiver will file a petition for remission with the DOJ, and the sale proceeds will be returned for distribution to defrauded investors through the ongoing

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<sup>3</sup> The United States, by its consent to this motion, and the USMS, by its consent to the PSA, authorize the Receiver to transfer the interest of the United States in the Property to the Purchasers pursuant to a Receiver's Deed.

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

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

Defendant DaCorta was the authorized representative of 13318 Lost Key Place, LLC – the limited liability company that owned the Property until its forfeiture. The Property was purchased with scheme proceeds – *i.e.*, money contributed to the scheme by victim investors. The Property has five bedrooms and five and one-half bathrooms.<sup>4</sup> It was purchased for approximately \$1,000,000 in 2016. There is currently no mortgage on the property.

The Receiver's marketing efforts included listing the Property for sale on his website<sup>5</sup> and retaining Coldwell Banker to advertise the Property through various means. The list price was originally \$1,235,000. The sale price represents a gross recovery of \$1,100,000 for the ultimate benefit of the Receivership Estate and a profit of \$100,000 over the purchase price.

To further ensure the fairness of the sale price, the Receiver has obtained an appraisal or a broker's price opinion from each of three disinterested sources, which are attached as **Exhibits 2-4** (the "BPOs"). According to the BPOs, a reasonable sale price for the Property would be between \$1,000,000 and \$1,200,000. As demonstrated by these exhibits, the \$1,100,000 sale price is within this range and is thus fair and reasonable.

**Section 2001(b) Publication**

To satisfy the publication requirement of Section 2001(b), the Receiver will publish the terms of the sale for one day in the Sarasota Herald Tribune, which is regularly issued and of

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<sup>4</sup> [www.coldwellbankerhomes.com/fl/lakewood-ranch/13318-lost-key-pl/pid\\_34215613/](http://www.coldwellbankerhomes.com/fl/lakewood-ranch/13318-lost-key-pl/pid_34215613/)

<sup>5</sup> [www.oasisreceivership.com/assets-for-sale/13318-lost-key-place/](http://www.oasisreceivership.com/assets-for-sale/13318-lost-key-place/)

general circulation in the district where the Property is located. A copy of the notice is attached as **Exhibit 5**. The Receiver will also publish this motion and the notice on his website – [www.oasisreceivership.com](http://www.oasisreceivership.com). No less than 10 days after publication of the notice, the Receiver will inform the Court whether any potential purchaser submitted a “bona fide offer,” as contemplated by Section 2001(b). Given these circumstances and the existence of ready-and-willing Purchaser, the Receiver believes that approval of the proposed sale pursuant to the Liquidation Plan and Section 2001(b) is commercially reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate.

### **ARGUMENT**

The Court’s power to supervise an equity receivership and to determine the appropriate actions to be taken in the administration of the receivership is extremely broad. *S.E.C. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court’s wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566; *S.E.C. v. Safety Finance Service, Inc.*, 674 F.2d 368, 372 (5th Cir. 1982). A court imposing a receivership assumes custody and control of all assets and property of the receivership, and it has broad equitable authority to issue all orders necessary for the proper administration of the receivership estate. *See S.E.C. v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002); *S.E.C. v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980). The court may enter such orders as may be appropriate and necessary for a receiver to fulfill his duty to preserve and maintain the property and funds within the receivership estate. *See, e.g., Official Comm. Of Unsecured Creditors of Worldcom, Inc. v. S.E.C.*, 467 F.3d 73, 81 (2d Cir. 2006). Any action taken by a district court in the exercise of its discretion is subject to great

deference by appellate courts. *See United States v. Branch Coal*, 390 F.2d 7, 10 (3d Cir. 1969). Such discretion is especially important considering that one of the ultimate purposes of a receiver's appointment is to provide a method of gathering, preserving, and ultimately liquidating assets to return funds to creditors. *See S.E.C. v. Safety Fin. Serv., Inc.*, 674 F.2d 368, 372 (5th Cir. 1982) (court overseeing equity receivership enjoys "wide discretionary power" related to its "concern for orderly administration") (citations omitted).

Given these principles, the Court should approve the proposed sale for at least six reasons. First, the Receiver is complying with Section 2001(b). Specifically, he obtained three valuations, and the sale price is within the estimates disclosed in those valuations. *See* Exs. 2-4. Section 2001(b) provides that "[n]o private sale shall be confirmed at a price less than two-thirds of the appraised value" – here, \$733,333 based on an average of the three highest valuations. The \$1,100,000 sale price is well above that amount. Shortly after filing this motion, the Receiver will publish notice of the proposed sale and its terms in the Sarasota Herald Tribune. After the expiration of the 10-day statutory window, the Receiver will advise the Court whether any individual or entity submitted a "bona fide offer" – *i.e.*, an offer 10% higher than the current sale price. If no one objects to this motion or submits a "bona fide offer," to conserve resources, the Receiver asks that the Court grant the motion without a hearing. *See* Doc. 177 ¶ 40 ("The parties agree the Receiver can move the Court to waive strict compliance with 28 U.S.C. §§ 2001 and 2004.).

Second, as noted above, the sale price represents a gross recovery of \$1,100,000 for the ultimate benefit of the Receivership Estate and a profit of \$100,000 over the purchase price.

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

Fourth, the existence of a ready-and-willing Purchaser will ensure an efficient and cost-effective recovery for the Receivership Estate, and in the Receiver's opinion, the sale price is at or near the maximum price that can be anticipated for the sale of this residential home. In fact, the sale price is identical to the price already approved by the Court in connection with the Receiver's first motion to sell the Property.

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

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

### **CONCLUSION**

For the reasons discussed above, the transaction is commercially reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate. As such, the Receiver requests an order, in substantially the form attached as **Exhibit 6**: (1) approving the transaction and the PSA and (2) ordering that the Receiver may transfer title

to the Property by Receiver's Deed to the Purchaser, free and clear of all claims, liens, and encumbrances, including without limitation the interests of the Receiver and the United States.

**LOCAL RULE 3.01(G) CERTIFICATION**

Counsel for the Receiver has conferred with counsel for the CFTC and is authorized to represent to the Court that the CFTC has no objection to the requested relief. The United States also has no objection to the requested relief and consents to the sale of the Property and transfer of title, including the title of the United States, to the Purchaser, as reflected below and in the PSA. Defendants Anile, Montie, Haas, and Duran as well as relief defendant Mainstream do not oppose the motion. The Receiver's representatives sent a copy of this motion to defendant DaCorta on November 13, 2020 and attempted to contact him by phone on November 16, 2020 but have not been able to ascertain his position. The Receiver is filing this motion now to ensure the timely closing of this transaction. If DaCorta responds to the Receiver during the publication process, the undersigned will update this certification accordingly.

**VERIFICATION OF THE RECEIVER**

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

**s/ Burton W. Wiand**

Burton W. Wiand, Court-Appointed Receiver

**CONSENT OF THE UNITED STATES**

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

**s/ Suzanne C. Nebesky**

Suzanne C. Nebesky

suzanne.nebesky@usdoj.gov

Assistant United States Attorney

Fla. Bar No. 59377

400 N. Tampa Street, Suite 3200

Tampa, FL 33602

(813) 274-6000

*Counsel for United States of America*

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on November 16, 2020, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system. I also served the foregoing by mail and email on the following non-CM/ECF participants:

Gerard Marrone  
Law Office of Gerard Marrone, P.C.  
66-85 73<sup>rd</sup> Place, 2<sup>nd</sup> Floor  
Middle Village, NY 11379  
[gmarronelaw@gmail.com](mailto:gmarronelaw@gmail.com)  
*Counsel for Defendant Joseph S. Anile, II*

Michael DaCorta  
13313 Halkyn Point  
Orlando, FL 32832  
[cdacorta@yahoo.com](mailto:cdacorta@yahoo.com)

Respectfully submitted,

**s/ Jared J. Perez**

Jared J. Perez, FBN 0085192  
[jperez@wiandlaw.com](mailto:jperez@wiandlaw.com)  
Lawrence J. Dougherty, FBN 0068637  
[ldougherty@wiandlaw.com](mailto:ldougherty@wiandlaw.com)  
WIAND GUERRA KING P.A.  
5505 West Gray Street  
Tampa, FL 33609  
Tel: (813) 347-5100  
Fax: (813) 347-5198

*Attorneys for the Receiver, Burton W. Wiand*



# **EXHIBIT 1**

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter “**Agreement**”), is entered into this 16 day of October, 2020, by and between **Raymond Abreu** (hereinafter, the “**Buyer**”) and **Burton W. Wiand, Receiver for 13318 Lost Key Place, LLC** (hereinafter, the “**Receiver**” or “**Seller**”, and collectively with Buyer, the “**Parties**”) appointed in the matter of *Commodity Futures Trading Commission v. Oasis International Group, et al.*; United States District Court, Middle District of Florida, Tampa Division, Case No. 8:19-CV-00886 (hereinafter, the “**Action**”).

### BACKGROUND

**WHEREAS**, the Receiver was appointed pursuant to an Order Granting Plaintiff’s Motion for an Ex Parte Statutory Restraining Order, Appointing of Temporary Receiver, and Other Equitable Relief entered April 15, 2019, an Order Appointing Receiver and Staying Litigation entered April 30, 2019 and a Consolidated Receivership Order entered July 11, 2019 in connection with the proceedings in the Action (the “**Receivership Orders**”); The Receiver’s powers, authorities, rights and privileges, which are outlined in the Receivership Orders, include him taking custody, control and possession of all Receivership Property, including the real property located at 13318 Lost Key Place, Lakewood Ranch, Florida 34202 and he is authorized sell Receivership Property with approval of the United States District Court for the Middle District of Florida; and

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

**WHEREAS**, 13318 Lost Key Place, LLC is a legal entity under the control of the Receiver pursuant to the Receivership Order and it was the owner prior to the Receivership and the Forfeiture Action of the Property located at 13318 Lost Key Place, Lakewood Ranch, Florida 34202, better known as Manatee County Property Tax Identification Number: 588508709; and

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

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

**WHEREAS**, the Buyer desires to purchase the Property and Seller desires to sell the

Property, all on the terms and conditions hereinafter set forth.

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

### **AGREEMENT**

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

**2. Purchase Price & Contingencies:** The Purchase Price shall be One-Million, One-Hundred Dollars (\$1,100,000.00).

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

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

**THIS AGREEMENT IS CONTINGENT ON THE SALE AND CLOSING OF BUYER'S PROPERTY LOCATED AT 7025 VILAMOURA PLACE, LAKEWOOD RANCH, FLORIDA 34202. SELLER SHALL HAVE THE RIGHT TO CONTINUE TO MARKET THE PROPERTY FOR SALE UNTIL SUCH TIME AS BUYER EITHER WAIVES OR REMOVES THIS CONTINGENCY OR SELLER ADVISES BUYER THAT IT HAS AN ALTERNATIVE BUYER FOR THE PROPERTY IN WHICH EVENT THE ESCROW**

**DEPOSIT SHALL BE FULLY REFUNDED TO BUYER, THEREBY RELEASING BUYER AND SELLER FROM ALL FURTHER OBLIGATIONS UNDER THIS CONTRACT. BUYER SHALL IMMEDIATELY PROVIDE WRITTEN NOTICE TO SELLER EITHER: A) TERMINATING THIS AGREEMENT IN WHICH EVENT THE ESCROW DEPOSIT SHALL BE FULLY REFUNDED TO BUYER, THEREBY RELEASING BUYER AND SELLER FROM ALL FURTHER OBLIGATIONS UNDER THIS CONTRACT; OR B) WAIVING AND REMOVING THIS CONTINGENCY AND CONTINUE WITH THIS AGREEMENT.**

**3. Escrow Agent and Earnest Money Deposits:** Najmy Thompson, P.L 3400 S. Tamiami Trail, Suite 201, Sarasota, FL 34239 shall serve as the Escrow Agent. Within three (3) business days after full execution of this Agreement by the Parties the Buyer shall deposit the sum of Forty-Thousand Dollars (\$40,000.00) in readily available funds as an earnest money deposit (“**Earnest Money Deposit**”) into the IOTA trust account of Najmy Thompson, P.L Subsequent to the satisfaction of the contingencies outlined in this Agreement, the Earnest Money Deposit shall only be refundable if the United States District Court refuses to approve the motion for sale or if the United States District Court approves the sale of the Property to a competing bidder.

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

**4. Conditions of Escrow:** Seller shall, on or before the date of Closing, make reasonable efforts to obtain approval from The United States District Court, Middle District of Florida to sell the Property pursuant to the terms of this Agreement. After the satisfaction of the contingencies in this Agreement if the Buyer withdraws from this Agreement prior to the approval of the sale, or if the Court approves the sale of the Property pursuant to the terms of this Agreement and the Buyer fails to perform under this Agreement except as to any rights the Buyer may have under paragraphs 5, 8, 9 or 10, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyer’s failure to perform. In the event that the Court fails to approve this Agreement or the Buyer terminates the Agreement solely as provided for in paragraphs 5, 8, 9 or 10, this Agreement shall be null and void and of no further force and effect and neither Seller nor the Buyer shall have any further obligations hereunder to the other and the Earnest Money Deposit shall be delivered immediately to Buyer. Should Seller fail to perform any obligation under this Agreement for any other reason, the Buyer’s sole remedy shall be to seek return of all funds deposited in connection with this Agreement.

**5. Financing Contingency and Appraisal:** Buyers shall have thirty (30) days from the date of this Agreement to obtain a written loan commitment for a conventional loan in the principal amount of at least 45% (\$495,000.00) of the Purchase Price with an interest rate not to exceed the then prevailing rate based upon the Buyers’ creditworthiness (collectively the financial terms in this sentence shall be referred to as “Loan Terms”). In the event that the Buyers fail to obtain a loan commitment consistent with the Loan Terms, this Agreement shall be null and void and of no further force and effect and neither Seller nor the Buyers shall have any further obligations hereunder to the other and the Earnest Money Deposit shall be delivered immediately

to Buyers. If the Buyer obtains a loan commitment consistent with the Loan Terms herein and then the Buyers fail to perform under this Agreement, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyers' failure to perform.

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

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

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

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

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

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

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

With prior notice to and approval from Seller, Seller does hereby grant to Buyer and their authorized agents the right, at Buyer's sole risk, cost and expense, for a period of ten (10) days from the date of this Agreement (the "**Inspection Period**") to enter the Property to inspect, examine, and survey the Property and otherwise do that which, in the opinion of Buyer, is reasonably necessary to determine the boundaries and acreage of the Property, the suitability of the Property for the uses intended by Buyer, and to determine the physical condition of the Property. Buyer agrees to indemnify and hold Seller harmless from and against any and all liabilities, claims, losses or damages arising directly or indirectly from negligence in conducting Buyer's inspection and examination of the Property (but not from any effect upon value or marketability of the Property), and this indemnity and hold harmless provision shall survive Closing or the termination of this Agreement. Buyer shall promptly deliver to Seller copies of the results of all of Buyer's inspections, appraisals and/or examinations. If, at the conclusion of the Inspection Period, Buyer should notify Seller in writing that Buyer, for whatever reason, desires not to proceed with this purchase, this Agreement shall be deemed null and void, escrow shall be canceled, and the full Earnest Money Deposit with no deductions shall be returned to Buyer without any interference or further instruction or authorization from Seller.

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

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



ordered read on the day prior to closing and all charges to said date shall be paid by Seller.

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

**13. General Provisions:**

- (a) This Agreement shall be governed by the laws of Florida.
- (b) Buyer and Seller hereby (i) agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be exclusively litigated as a summary proceeding in *Commodity Futures Trading Commission v. Oasis International Group, et al.*; United States District Court, Middle District of Florida, Tampa Division, Case No. 8:19-CV-00886, to the exclusion of the courts of or in any other state or country, and (ii) irrevocably submit to the exclusive jurisdiction of the United States District Court, Middle District of Florida, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably waive any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.
- (c) Captions of the several items of this Agreement are not a part of the context hereof and shall not be used in construing this Agreement, being intended only as aids in locating the various provisions hereof.
- (d) This Agreement shall inure to the benefit of, and be binding upon, the Buyer’s successors and assigns, executors and administrators.
- (e) In the event that this Agreement shall terminate in accordance with the provisions hereof, and in the absence of breach, all funds and documents deposited shall be returned to the depositor thereof and neither party shall be under any further obligation to the other by reason of this Agreement.
- (f) This offer is open for acceptance by delivery of a fully executed original hereof, up to and including 5:00 p.m. EST on October 19, 2020, and shall thereafter be withdrawn without notice. This Agreement, and any notices required or permitted to be given pursuant to this Agreement, shall be in writing and sent by overnight courier, prepaid, or hand delivered, transmitted by facsimile or e-mail, delivered

personally or served by certified or registered mail, return receipt requested. Any facsimile or electronic signature shall be deemed to be an original.

- (g) Notices may be delivered to Seller at the email address [Burt@BurtonWWiandPA.com](mailto:Burt@BurtonWWiandPA.com) or via Seller's Agent at the email address [lisa@marthathorn.com](mailto:lisa@marthathorn.com) and to Buyer's Agent at the email address [info@patriciaronderos.com](mailto:info@patriciaronderos.com).
- (h) This Agreement contains the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained.
- (i) The United States Marshals Service consents to the sale of the Property pursuant to this agreement and the terms contained herein as indicated by the Consent attached hereto as Exhibit "C".

BUYER

Raymond Abreu  
Raymond Abreu  
Oct 16, 2020

SELLER

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

### **BROKER ACKNOWLEDGEMENT**

Lisa Sullivan & Martha Thorn of Coldwell Banker and Patricia Ronderos of REMAX Alliance Group hereby acknowledge receipt of this Agreement and agree to be joined to this Agreement to the extent their compensation structure is discussed. The Brokers hereby agree to the compensation structure set forth in paragraph 12 above. Any dispute concerning the compensation shall be resolved pursuant to paragraph 13(b) herein.

Lisa Sullivan  
dotloop verified  
10/16/20 3:09 PM EDT  
SSID-8UJN-SDM3-YMIW  
Lisa Sullivan  
Coldwell Banker Residential  
Seller's Agent

Martha Thorn  
dotloop verified  
10/16/20 3:52 PM EDT  
ELRI-MXOY-G1RD-3AK  
Martha Thorn  
Coldwell Banker Residential  
Seller's Agent

Patricia Ronderos LLC  
Patricia Ronderos  
REMAX Alliance Group  
Buyer's Agent  
Oct 16, 2020



**EXHIBIT A TO PURCHASE AND SALE AGREEMENT**

**LEGAL DESCRIPTION**

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

**EXHIBIT B TO PURCHASE AND SALE AGREEMENT****RECEIVER'S DEED**

Prepared by:

**RECEIVER'S DEED**

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

**WITNESSETH:**

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

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

Via this deed, the Receiver is conveying not only all of the interest of the Receivership in the subject real property but also all of the ownership interest of the United States of America which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in US District Court for the Middle District of Florida – Tampa Division on or about July 16, 2019.

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

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness signature

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

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Printed name

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

\_\_\_\_\_  
Notary Public

Print Name:\_\_\_\_\_

My Commission Expires:\_\_\_\_\_

Personally Known \_\_\_\_\_(OR) Produced Identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

**EXHIBIT 1 TO RECEIVER’S DEED**

**COURT ORDER**

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

COMMODITY FUTURES TRADING  
COMMISSION,

Case No. 19-CV-886T33SPF

Plaintiff,

v.

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

Defendants;

and

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

Relief Defendants.

\_\_\_\_\_ /

**ORDER**

Before the Court is the Receiver’s Unopposed Verified Motion for Approval of Private Sale of Real Property Located in Manatee County, Florida – Specifically, 13318 Lost Key Place, Lakewood Ranch, Florida 34202 (the “Motion”) (Dkt. \_\_\_\_). The United States of America having

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

The sale of the real property located at 13318 Lost Key Place, Lakewood Ranch, Florida 34202, also known as Manatee County Property Tax Identification Number: 588508709, pursuant to the Purchase and Sale Agreement attached as Exhibit \_\_\_\_ to the Motion, is hereby **APPROVED**. The Court finds the sale commercially reasonable, fair and equitable, and in the best interests of the Receivership Estate.

The Receiver empowered via this order will be conveying not only all the interest of the Receivership in the subject real property but also all of the ownership interest of the United States of America which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in the US District Court for the Middle District of Florida – Tampa Division, on or about July 16, 2019.

The Receiver is hereby directed to transfer the real property located in Manatee County, Florida to \_\_\_\_\_ free and clear of all claims, liens, and encumbrances (including without limitation the interest of the Receiver and the interest of the United States of America, which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in the U.S. District Court for the Middle District of Florida – Tampa Division, on or about July 16, 2019), by way of a Receiver's Deed, pursuant to Purchase and Sale Agreement.

**DONE** and **ORDERED** in chambers in Tampa, Florida this \_\_\_\_ day of \_\_\_\_\_ 2020.

---

VIRGINIA M. HERNANDEZ COVINGTON  
UNITED STATES DISTRICT JUDGE

**COPIES FURNISHED TO:**  
Counsel of Record

**EXHIBIT 2 TO RECEIVER'S DEED**

**LEGAL DESCRIPTION**

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

**EXHIBIT C TO PURCHASE AND SALE AGREEMENT**

**CONSENT OF THE UNITED STATES MARSHALS SERVICE**

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



10-19-2020

---

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



# **EXHIBIT 2**



RE: 13318 Lost Key Place Lakewood Ranch, FL 34202

Friday, July 24, 2020

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

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

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

The property is known for its amenities and golf. 3 golf courses: Cypress Links-designed by Arnold Palmer, Kinds dunes- designed by Arnold Palmer and Royal Lakes- designed by Rick Robbins. Lakewood Ranch Golf and Country Club offers two grand club houses, state of the art 24 hour access, 18,000 square foot fitness center, 20 lights tennis courts, olympic style lap pool, and pickleball. The club offers various membership levels to satisfy members needs.

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

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

- 13515 Matanzas Pl, Lakewood Ranch, FL, 34202

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

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

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

- 12564 Highfield Cir, Lakewood Ranch, FL, 34202

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

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

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



MATT LEICHT, REALTOR®

941.356.5377  
Matt@MattLeicht.com

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

# **EXHIBIT 3**

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

The property is located in LAKEWOOD RANCH; known for Award-Winning New Homes in now, 22 Actively-selling Villages, each with its own Style and Amenities. A-Rated Schools, Sports Campus, Farmers Market, Polo Grounds, 365 days of Activities, Parks and Trails.

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

The property is a single family, lakefront, residence located in the Country Club Village of Lakewood Ranch.  
It is situated on an oversized lot-1/4 acre to 21779 Square feet.

The property has an attached 3 car garage.

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

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

Reviewing the current market information, this property is unique as it is considered a luxury property.

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

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

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



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

# **EXHIBIT 4**

Borrower	Abreu, Raymond			File No.	202015296
Property Address	13318 Lost Key Pl				
City	Lakewood Ranch	County	Manatee	State	FL Zip Code 34202
Lender/Client	Family First Funding LLC				

**APPRAISAL AND REPORT IDENTIFICATION**

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a) pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

**Comments on Standards Rule 2-3**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Reasonable Exposure Time**

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is:

Under 3 months**Comments on Appraisal and Report Identification**

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

This is an Appraisal Report and is intended to comply with the requirements that are prescribed by Standards Rule 2-2 (a) of the USPAP. This appraisal contains summary data and documentation that supports and reflects the opinion of market value hypothesis that will be utilized in the analysis process. The supporting data and information that are not found in the actual appraisal form may be located in the office records. The appraisal report process adheres to the current USPAP guidelines as well the satisfies the needs and requests if the client for their specific use. The client delineated in this report has total control and authorized use of this report. The appraiser retains a copy solely for legal purposes and reference.

The opinion of the market value in the appraisal and report was performed in adherence to the guidelines of the USPAP 01/01/2020.

CLIENT/Intended User or Users: Family First Funding LLC

PURPOSE AND SCOPE: to give an opinion of market value of the legally defined subject property. The appraisal report is intended to give an opinion of the market value for the purpose to assist the client in prudent business decisions. If there is another intent for this report, it will otherwise defined. Opinion of market value for the subject property.

Extraordinary Assumptions: an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions assumed at the time of this report.

**APPRAISER:****SUPERVISORY or CO-APPRAISER (if applicable):**

Signature:

Name: Karla M. RaguthState Certification #: Cert Res RD8317

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2022Date of Signature and Report: 11/06/2020Effective Date of Appraisal: 11/02/2020Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-OnlyDate of Inspection (if applicable): 11/02/2020

Signature:

Name:

State Certification #:

or State License #:

State: Expiration Date of Certification or License:

Date of Signature:

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable):



## Uniform Residential Appraisal Report

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address	13318 Lost Key Pl	City	Lakewood Ranch	State	FL	Zip Code	34202																																																																																																																																																																																																																																																
Borrower	Abreu, Raymond	Owner of Public Record	13318 Lost Key Place LLC	County	Manatee																																																																																																																																																																																																																																																		
Legal Description	LOT 15 BLK B LAKEWOOD RANCH COUNTRY CLUB VILLAGE SUBPHASE U A/K/A PALMERS CREEK AND SUBPHASE X A/K/A KESWICK PH#5885.0870/9																																																																																																																																																																																																																																																						
Assessor's Parcel #	5885-0870-9	Tax Year	2019	R.E. Taxes \$	17,558																																																																																																																																																																																																																																																		
Neighborhood Name	Lakewood Ranch Country Club Village	Map Reference	35-19-28	Census Tract	0020.16																																																																																																																																																																																																																																																		
Occupant	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant	Special Assessments \$	4,113	<input checked="" type="checkbox"/> PUD HOA \$	129	<input checked="" type="checkbox"/> per year <input type="checkbox"/> per month																																																																																																																																																																																																																																																	
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Lender/Client	Family First Funding LLC	Address	215 Main Street, #2A, Toms River, NJ 08753																																																																																																																																																																																																																																																				
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																																																																																																																																																																							
Report data source(s) used, offering price(s), and date(s). DOM 229; Stellar MLS #U8070246. List price \$1,235,000 on 01/06/2020. The subject went into pending on 07/06/2020 and BOM on 09/02/2020 prior to going into pending to Buyer. No other listings or offers noted in the last 12 months.																																																																																																																																																																																																																																																							
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. Arms length sale; See General Text Addendum																																																																																																																																																																																																																																																							
Contract Price \$	1,100,000	Date of Contract	10/19/2020	Is the property seller the owner of public record?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Data Source(s)	See General Text Add.																																																																																																																																																																																																																																																
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																																																																																																																																																																																							
If Yes, report the total dollar amount and describe the items to be paid. \$0;;																																																																																																																																																																																																																																																							
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Dimensions	90.12 frontage - See plat map	Area	17086 sf	Shape	Mostly rectangular	View	B;Wtr;Woods																																																																																																																																																																																																																																																
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Zoning Compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)	Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe The highest																																																																																																																																																																																																																																																					
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Utilities	Public Other (describe)	Public Other (describe)	Off-site Improvements - Type		Public	Private																																																																																																																																																																																																																																																	
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Gas	<input checked="" type="checkbox"/> <input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/> <input type="checkbox"/>	Alley	<input type="checkbox"/> <input type="checkbox"/>	None																																																																																																																																																																																																																																																	
FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FEMA Flood Zone	X	FEMA Map #	12081C0345E	FEMA Map Date	03/17/2014																																																																																																																																																																																																																																																
Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe																																																																																																																																																																																																																																																							
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe																																																																																																																																																																																																																																																							
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## Uniform Residential Appraisal Report

81037151835  
File # 202015296

There are <b>34</b> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ <b>1,474,000</b> to \$ <b>1,495,000</b> .				
There are <b>213</b> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ <b>1,175,000</b> to \$ <b>1,350,000</b> .				
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	<b>13318 Lost Key Pl Lakewood Ranch, FL 34202</b>	<b>6906 Dominion Ln Lakewood Ranch, FL 34202</b>	<b>6808 Belmont Ct Lakewood Ranch, FL 34202</b>	<b>7322 Greystone St Lakewood Ranch, FL 34202</b>
Proximity to Subject		<b>0.39 miles NW</b>	<b>0.38 miles NW</b>	<b>0.57 miles SW</b>
Sale Price	\$ <b>1,100,000</b>	\$ <b>1,200,000</b>	\$ <b>1,350,000</b>	\$ <b>1,175,000</b>
Sale Price/Gross Liv. Area	\$ <b>234.04</b> sq.ft.	\$ <b>231.44</b> sq.ft.	\$ <b>264.91</b> sq.ft.	\$ <b>269.62</b> sq.ft.
Data Source(s)		<b>MLS #A4476764;DOM 4</b>	<b>MLS #A4456832;DOM 221</b>	<b>MLS #A4472789;DOM 23</b>
Verification Source(s)		<b>Manatee Cnty/OR 202041119244</b>	<b>Manatee Cnty/OR 202041115854</b>	<b>Manatee Cnty/OR 202041096499</b>
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION
Sales or Financing		<b>ArmLth</b>		<b>ArmLth</b>
Concessions		<b>Cash;0</b>		<b>Cash;0</b>
Date of Sale/Time		<b>s10/20;c09/20</b>		<b>s08/20;c08/20</b>
Location	<b>B;Gated;CC</b>	<b>B;Gated;CC</b>		<b>B;Gated;CC</b>
Leasehold/Fee Simple	<b>Fee Simple</b>	<b>Fee Simple</b>		<b>Fee Simple</b>
Site	<b>17086 sf</b>	<b>14201 sf</b>	<b>+14,400</b>	<b>19457 sf</b>
View	<b>B;Wtr;Woods</b>	<b>B;Wtr;Glfw</b>	<b>-10,000</b>	<b>0 B;Wtr;Woods</b>
Design (Style)	<b>DT2;Contemp.</b>	<b>DT1;Contemp.</b>	<b>0</b>	<b>DT2;Contemp.</b>
Quality of Construction	<b>Q2</b>	<b>Q2</b>		<b>Q2</b>
Actual Age	<b>15</b>	<b>14</b>	<b>0</b>	<b>15</b>
Condition	<b>C3</b>	<b>C2</b>	<b>-10,000</b>	<b>C2</b>
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths
Room Count	<b>12 5 5.1</b>	<b>8 5 4.0</b>	<b>+15,000</b>	<b>10 4 5.1</b>
Gross Living Area	<b>4,700 sq.ft.</b>	<b>5,185 sq.ft.</b>	<b>-36,400</b>	<b>5,096 sq.ft.</b>
Basement & Finished Rooms Below Grade	<b>0sf</b>	<b>0sf</b>		<b>0sf</b>
Functional Utility	<b>Good/DM</b>	<b>Good/None</b>	<b>-3,600</b>	<b>Good/None</b>
Heating/Cooling	<b>FWA/Central</b>	<b>FWA/Central</b>		<b>FWA/Central</b>
Energy Efficient Items	<b>Stand Insul.</b>	<b>Stand Insul.</b>		<b>Stand Insul.</b>
Garage/Carport	<b>3ga8dw</b>	<b>3ga8dw</b>		<b>3ga8dw</b>
Porch/Patio/Deck	<b>2CvPc/Blc/2Ent</b>	<b>Similar</b>	<b>0</b>	<b>0</b>
Fireplace/Site Improvements	<b>FP/Fnc/OtdK</b>	<b>Nn/Elev/OtdFp</b>	<b>-2,000</b>	<b>FP/OtdK</b>
Pool/Patio/Cage/Spa/Heat	<b>Pl/Pl/Cg/Sp/H/W/W/SS</b>	<b>Similar</b>	<b>0</b>	<b>0</b>
Kitchen Appliances/Upgrades	<b>Kit Appls/Excel.</b>	<b>Kit Appls/Excel.</b>		<b>Kit Appls/Excel.</b>
Net Adjustment (Total)		<b>\$ -32,600</b>	<b>\$ -53,200</b>	<b>\$ 4,400</b>
Adjusted Sale Price of Comparables		<b>\$ 1,167,400</b>	<b>\$ 1,296,800</b>	<b>\$ 1,179,400</b>

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) **Manatee County Records/RealQuest**

My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) **Manatee County Records/RealQuest**

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	<b>03/24/2020</b>			
Price of Prior Sale/Transfer	<b>\$0</b>			
Data Source(s)	<b>Manatee Cnty/RealQuest</b>	<b>Manatee Cnty/RealQuest</b>	<b>Manatee Cnty/RealQuest</b>	<b>Manatee Cnty/RealQuest</b>
Effective Date of Data Source(s)	<b>10/27/2020</b>	<b>11/05/2020</b>	<b>11/05/2020</b>	<b>11/05/2020</b>

Analysis of prior sale or transfer history of the subject property and comparable sales

The subject property transferred via a Judgment of Forfeiture noted above. No other sale or transfer in the last 3 years.

Summary of Sales Comparison Approach

All comparables are located in the subject's development and sold within the last 6 months. Comparable sale #1 was used to bracket the land area of the subject. Comparable sale #2 was used to bracket the bathroom counts. Comparable sale #3 was utilized to bracket the gross living area of the subject. After adjustments for differences, all comparable sales were given consideration and equal weight in the Sales Comparison Approach. The estimated opinion of adjusted sales price are from \$1,167,400 to \$1,296,800 and reconciled at \$1,200,000.

Indicated Value by Sales Comparison Approach \$ **1,200,000**

Indicated Value by: Sales Comparison Approach \$ **1,200,000** Cost Approach (if developed) \$ **1,201,448** Income Approach (if developed) \$

The Sales Comparison Approach is considered the most reliable method of giving an opinion of Market Value in a single family residence. The Cost Approach was developed and considered supportive. The Income Approach was not used due to lack of GRM data

This appraisal is made ☒ "as is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ **1,200,000** as of **11/02/2020**, which is the date of inspection and the effective date of this appraisal.



ADDITIONAL COMMENTS	NEIGHBORHOOD: The subject property is located in the Lakewood Ranch Country Club gated development. Lakewood Ranch Country Club has optional social, golf and tennis memberships.			
	The opinion of market value is above the predominate value for the area. However, it is not considered an adverse condition on marketability or value.			
	SPECIAL ASSESSMENT: The special assessment consists of Lakewood Ranch CDD of \$3,608.34 and Lakewood Ranch I & S of \$504.23 for a total of \$4112.57. The special assessment is paid in the tax bill.			
	SALES COMPARISON APPROACH: Comparable sales utilized lie within the subject market area and have similar access to amenities unless otherwise noted. The adjustments in this appraisal report market grid were for the dissimilarities of gross living adjustments of the comparable sales. The comparable sales selected for this appraisal were the most recent sales comparable to the subject property found by the appraiser's research in the subject market area. In the opinion of the appraiser, these sales were the best available among the recent sales known to the appraiser at the time of inspection. All information from disclosed information sources is assumed to be correct. The appraiser reserves the right to change the opinion of value given should any of this information prove to be false or if additional information is found that would affect the opinion of market value provided.			
	Neighborhood Market Conditions Statement: I have considered relevant competitive listings/contracts offerings in performing this appraisal and any trend indicated by the data is supported by the listings/offerings information included in this report.			
	ADJUSTMENT EXPLANATIONS:			
	1. Surplus land area has been adjusted \$5/sf for differences over 1,000/sf.			
	2. Gross living area has been adjusted \$75/sf for differences over 100/sf.			
	3. All comparables have been adjusted \$10,000 for inferior condition and \$3,600 for deferred maintenance noted at the time of the appraisal inspection.			
	4. Comparable sale #1 was adjusted \$10,000 for superior golf course/water views as compared to the subject and comparable list #4 has been adjusted \$10,000 for inferior wooded views as compared to the subject's water/woods view.			
5. Other adjustments include: full bath \$10,000, half bath \$5,000, elevator \$10,000, fireplace \$5,000, fence \$2,000, outdoor kitchen \$2,000, outdoor fireplace \$1,000.				
6. No adjustments were considered necessary for differences in porches and pool amenities as they are all similar to the subject.				
All adjustments were extracted from the market.				
All comparables are located within one mile of the subject property and sold within the last 6 months.				
The comparables utilized are considered the best available indicators of market value for the subject property in size, style, design and/or location.				
<b>COST APPROACH TO VALUE (not required by Fannie Mae)</b>				
Provide adequate information for the lender/client to replicate the below cost figures and calculations.				
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) <span style="float: right;">There have been no vacant lot sales in the</span>				
subject neighborhood in the past 12 months. Indicated value of extracted site: \$127,000.				
COST APPROACH	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE -----=\$ 127,000		
	Source of cost data <b>Marshall and Swift Cost Guide/Local Cost Guide</b>	DWELLING 4,700 Sq.Ft. @ \$ 200.00 -----=\$ 940,000		
	Quality rating from cost service <b>Q2</b> Effective date of cost data <b>11/2020</b>	0 Sq.Ft. @ \$ -----=\$		
	Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Appls/Upgrades -----=\$ 80,000		
	Cost approach is provided as a guide to value only.	Garage/Carport 693 Sq.Ft. @ \$ 75.00 -----=\$ 51,975		
		Total Estimate of Cost-New -----=\$ 1,071,975		
	See Sketch for Calculation of Living area.	Less Physical Functional External		
		Depreciation 122,527 -----=\$ ( 122,527)		
	Site Improvements Include: Pool/patio/cage/spa/heat/waterfall/sun shelf, outdoor kitchen, wrought iron fence, irrigation system, and landscape/sod/flora.	Depreciated Cost of Improvements -----=\$ 949,448		
	Estimated Remaining Economic Life (HUD and VA only) 62 Years	"As-is" Value of Site Improvements -----=\$ 125,000		
		INDICATED VALUE BY COST APPROACH -----=\$ 1,201,448		
<b>INCOME APPROACH TO VALUE (not required by Fannie Mae)</b>				
Estimated Monthly Market Rent \$		X Gross Rent Multiplier	= \$ Indicated Value by Income Approach	
Summary of Income Approach (including support for market rent and GRM)				
<b>PROJECT INFORMATION FOR PUDs (if applicable)</b>				
Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Unit type(s) <input checked="" type="checkbox"/> Detached <input type="checkbox"/> Attached				
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.				
Legal Name of Project				
Total number of phases		Total number of units	Total number of units sold	
Total number of units rented		Total number of units for sale	Data source(s)	
Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion.				
Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source				
Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.				
Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.				
Describe common elements and recreational facilities.				

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## APPRAISER

Signature

Name Karla M. RaguthCompany Name Amon Real Estate Appraisers, Inc.Company Address 8213 Blaikie CourtSarasota, FL 34240Telephone Number (941) 922-6645Email Address orders@amonreappraisers.comDate of Signature and Report 11/06/2020Effective Date of Appraisal 11/02/2020State Certification # Cert Res RD8317

or State License #

or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_

State FLExpiration Date of Certification or License 11/30/2022

## ADDRESS OF PROPERTY APPRAISED

13318 Lost Key PlLakewood Ranch, FL 34202APPRAISED VALUE OF SUBJECT PROPERTY \$ 1,200,000

## LENDER/CLIENT

Name Valuation Services AMCCompany Name Family First Funding LLCCompany Address 215 Main Street, #2A, Toms River, NJ 08753

Email Address \_\_\_\_\_

## SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Date of Signature \_\_\_\_\_

State Certification # \_\_\_\_\_

or State License # \_\_\_\_\_

State \_\_\_\_\_

Expiration Date of Certification or License \_\_\_\_\_

## SUBJECT PROPERTY

☐ Did not inspect subject property☐ Did inspect exterior of subject property from street

Date of Inspection \_\_\_\_\_

☐ Did inspect interior and exterior of subject property

Date of Inspection \_\_\_\_\_

## COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street☐ Did inspect exterior of comparable sales from street

Date of Inspection \_\_\_\_\_

Fannie Mae Form 1004 March 2005

**Supplemental Addendum**

File No. 202015296

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					

**• URAR: Subject - Contract Analysis**

Property was forfeited. Receivership sale with the approval of the United States District Court for the Middle District of Florida - Case # 8:19-CV-908-T-02AEP. Appraisal contingency of \$1,100,000. Contingent upon sale of Buyer's property at 7025 Vilamoura Place, Lakewood Ranch. Closing shall take place 30 days after the court approval of the sale. 3% of sales price to Seller's agent and 2.5% of sales price to Buyer's agent for commission. Burton W. Wiand is the Receiver authorized to sell the property. Property is being sold "As Is". (Note: page two of the contract has the sales price written out as One Million One Hundred Dollars and not the One Million One Hundred Thousand Dollars of the contracted sales price).

As noted above, the property was forfeited and therefore, the seller of the property is not the owner. Foreclosure was recorded in OR 202041031744.

**• URAR: Site - Adverse Conditions or External Factors**

No adverse easements or encroachment apparent, typical utility easements. Site improvements include paver circular drive/walk, wrought iron fence, irrigation system, outdoor kitchen, pool/patio/cage/spa/heat/waterfall/sun shelf, and sod/flora/landscaping. Public water and sewer are connected and **all utilities were on and functioning at the time of inspection**. The subject property has greenbelt and pond views which reflects good marketability.

**• URAR: Improvements - Additional Features**

3 Car garage 693/sf, covered rear porches 180/sf & 106/sf, cover entry porches 37/sf & 18sf and balcony 160/sf. Upgrades include: custom lighting/fans, custom wood molding/crown molding, built-in cabinetry/shelving in living room, office, owner's suite closets, and recreation room on second floor. Recreation room also has a wet bar and mini refrigerator. Travertine surround and mantel for fireplace, granite countertops, wood cabinets, intercom system, alarm system, interior columns, tray/double tray/coffered ceilings, multiple wall niche. Owner's suite bathroom has a spa tub, double shower, double sinks and chandelier. Wet bar and dry bar and built-in cabinets in den. Plantation shutters, upper and lower cabinets in laundry room, ornamental accents, and etched glass entry doors.

**GROSS LIVING AREA:**

The gross living are developed at the time of the appraisal inspection is smaller than that reported in county records. While the property was measured at the time of the appraisal inspection the complexity of the construction may have contributed to the differences. The differences is not considered to have a significant effect on the final opinion of market value. The gross living area developed at the time of the appraisal inspection was utilized in the appraisal report.

**• URAR: Improvements - Condition of the Property**

The subject property has been maintained in overall good condition with some deferred maintenance noted.

Deferred maintenance includes: damage cabinet doors - Repair/replace doors - Cost to Cure - \$300.

Water stain and black - mold like substance noted on garage ceiling - recommend roof inspection and repair where needed - Cost to Cure \$1,000.

Damaged floor in office - refinish floor - \$1,000.

Pavers lifted on rear patio and in driveway - reset pavers - Cost to Cure - \$500.

Rotted rear door for garage - replace garage side door - Cost to Cure - \$500.

Rotted wood noted on garage rear door and balcony door - repair/replace rotted wood - Cost to Cure - \$300.

**Total Cost to Cure - \$3,600. - Will be adjusted for in the sales grid.**

**PERTINENT COMMENTS FOR APPRAISAL**

File No: 202015286

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					

The scope of this appraisal is to analyze market conditions as of the effective date of the appraisal and consider all approaches to value in order to give an opinion of the subject market value, as defined, for its Highest and Best Use.

Marshall & Swift Service and Local Builders have supplied cost and depreciation data. Site improvements include impact fees and utilities.

All comparable sales are the best researched closed sales in and around the neighborhood that adequately depict the Opinion of Market Value for the subject property.

Every effort has been made to conform to VA/FNMA and FHLMC guidelines; and in most cases, an even greater interpretation found common to most investors in the secondary market has been implemented within this report.

I further certify that this appraisal has been prepared in accordance with the current standards and reporting requirement of Fannie Mae and Freddie Mac.

The appraiser has conducted an inspection of the obvious visible components of the subject property. No attempt to certify the condition of plumbing, electrical, HVAC, roof or other structural components has been made except for those items obvious enough to effect value or marketability.

Environmental Disclaimer: The value opinion given in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop environmental conditions, which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

Since the flood maps published by the National Flood Insurance Program are vague and poorly defined in some areas, the appraiser has used his/ her best judgment as to the subject property both by visual inspection and plotting on the map. In the absence of a survey, the appraiser assumes no responsibility for the flood zone classification.

If the subject property is not connected to a public sewer system and water supply, the appraiser makes no warranty or representation as to the adequacy or quality of the sanitary disposal system, well and well water.

Additional Certification: The appraiser further certified and agrees that:

1. This appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation, except that the Departure Provision of the USPAP does not apply.
2. Their compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
3. The appraisal assignment was not based on a requested valuation, a specific valuation, or the approval of a loan.

The reports are known as an Appraisal Report prepared under Standard Rules 2-2 (a) as to appraisals performed under Standards I and 2. Additional data for this report is retained in the appraiser workfile and may be available upon request.

Digital signatures are produced by the originator and are password protected and cannot be tampered or altered. Original signatures may be specifically requested.

The appraiser(s) that have compiled and completed this appraisal report are not considered to be home inspectors. The deferred maintenance or needed repairs applied in this appraisal (if any), are items that were physically apparent and noted at time of inspection. The items that were noted were considered by the appraiser to have an influence on the marketability of the subject. If the appraiser has any indication that there may be structural or other deficiencies of the subject property, a condition will be made of the appraisal that the property is subject to an inspection by a licensed professional who is an expert in the field of the suspected deficiency.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.

"This appraisal report adheres to the development and reporting options of The Uniform Standards of Professional Appraisal Practice (USPAP), FIRREA Title XI Appraisal Independence Standards Set forth by H.R.4173."



## Market Conditions Addendum to the Appraisal Report

File No. 8103701835  
202015296

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

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

Borrower **Abreu, Raymond**

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

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	97	54	62	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	16.17	18.00	20.67	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings	60	51	34	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab Rate)	3.71	2.83	1.65	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	\$425,000	\$537,500	\$534,444	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	41	91	46	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price	\$665,000	\$719,900	\$749,900	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	84	73	32	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	94.94%	92.97%	95.33%	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Seller-(developer, builder, etc.) paid financial assistance prevalent?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.).

The Stellar MLS indicated 26 of 213 (12.2%) of the closed sales in the market area between 11/02/2019 and 11/02/2020 contained seller concessions. Concessions ranged between \$500 and \$15,000, and the median concession was \$4,938. For 7-12 months prior, 12 of 97 transactions (12.4%) had concessions. For 4-6 months prior, 10 of 54 transactions (18.5%) had concessions. For the 3 months prior to the effective date, 4 of 62 transactions (6.5%) had concessions.

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

As reported in the Stellar MLS, out of 265 properties either listed or sold, 5 (1.89%) were indicated as a foreclosure or short sale. Out of 213 closed sales the past 12 months, 5 (2.35%) were foreclosures or short sales. In the prior 7-12 months, 1 of 97 sales (1.03%) were foreclosures or short sales. In the prior 4-6 months, 0 of 54 sales (0.00%) were foreclosures or short sales. In the past 3 months, 4 of 62 sales (6.45%) were foreclosures or short sales. As of 11/02/2020, 0 of 34 active listings (0.00%) are foreclosures or short sales.

Cite data sources for above information. The Market Conditions Addenda was completed with data from Stellar MLS with an effective date of 11/02/2020.

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

Market conditions appear average. However, the subject market has seasonal trends which require up to 12 months, depending on time of year that the property is listed to receive full market exposure. Demand for properties decreases during the "off season" market resulting in a high number of listings and slightly increased marketing times for the subject market area.

NOTE: The pandemic condition restrictions on the real estate market indicates an increase of settled sales and a decline of active listings over the last 12 months. Sale prices have remained stable while and list prices have increased over the last 12 months. There is a 1-2 month supply in the area. Closed sales and listings have a marketing time between 3 months.

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

Project Name:

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

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

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

Signature *Karla M. Raguth*  
Appraiser Name **Karla M. Raguth**  
Company Name **Amon Real Estate Appraisers, Inc.**  
Company Address **8213 Blaikie Court, Sarasota, FL 34240**  
State License/Certification # **Cert Res RD8317** State **FL**  
Email Address **orders@amonreappraisers.com**

Signature  
Supervisory Appraiser Name  
Company Name  
Company Address  
State License/Certification #  
Email Address



Subject Photo Page

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



Subject Front

13318 Lost Key Pl  
Sales Price 1,100,000  
Gross Living Area 4,700  
Total Rooms 12  
Total Bedrooms 5  
Total Bathrooms 5.1  
Location B;Gated;CC  
View B;Wtr;Woods  
Site 17086 sf  
Quality Q2  
Age 15



Subject Rear



Subject Street



Subject Photo Page

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



Right side

13318 Lost Key Pl  
Sales Price 1,100,000  
Gross Living Area 4,700  
Total Rooms 12  
Total Bedrooms 5  
Total Bathrooms 5.1  
Location B;Gated;CC  
View B;Wtr;Woods  
Site 17086 sf  
Quality Q2  
Age 15



Left side



Subject Street



Photograph Addendum

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



Address verification



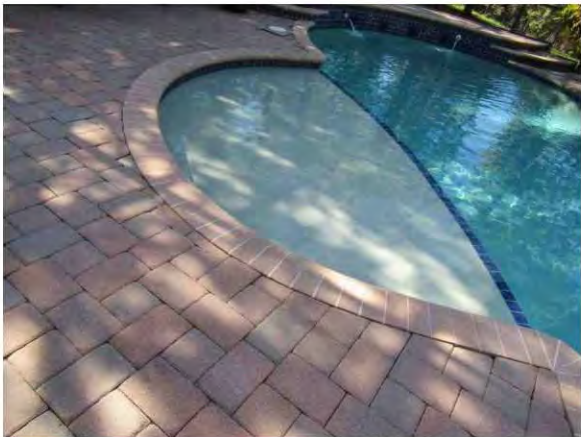
Additional rear view from inside cage



Pool/Patio/Cage/Spa/Wf/Heat



Spa



Pool sun shelf



Pool waterfall



Photograph Addendum

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
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Lender/Client	Family First Funding LLC					



Pool Equipment - heater



Screened Balcony



Screened Balcony



Outdoor Kitchen



Additional rear view from inside cage



View to rear  
Wrought iron fence



Photograph Addendum

Borrower	Abreu, Raymond					
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City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



View to side - Pond



Covered Porch



3 Car garage



Additional front entry



Natural Gas



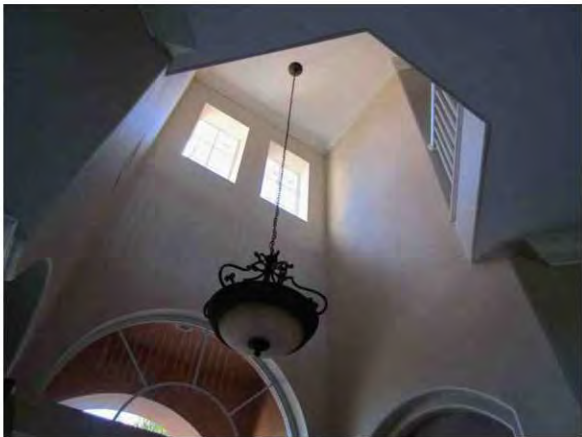
Entry Porch

Photograph Addendum

Borrower	Abreu, Raymond					
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Lender/Client	Family First Funding LLC					



Foyer



Foyer



Dining room



Living room



Coffered Ceiling



Living room  
Fireplace/Built-in cabinets/shelving



**Photograph Addendum**

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
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Lender/Client	Family First Funding LLC					



**Travertine fireplace**



**Office/Ornamental Window**



**Office  
Built-in desk/cabinetry**



**Stain on Office floor**



**Built-in cabinetry - Den**



**Wall niche**

**Photograph Addendum**

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



**Bedroom #1 - Owner's suite**



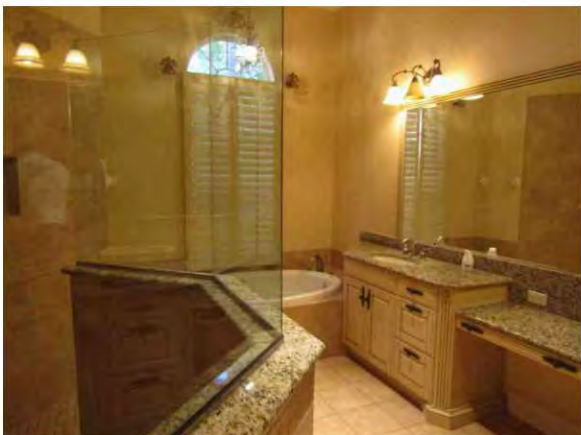
**Alarm and Intercom systems**



**Walk-in closet  
Owner's suite  
California Closet**



**Walk-in closet  
Owner's suite  
California Closet**



**Bathroom #1 - Owner's suite**



**Spa tub  
Plantation shutters**

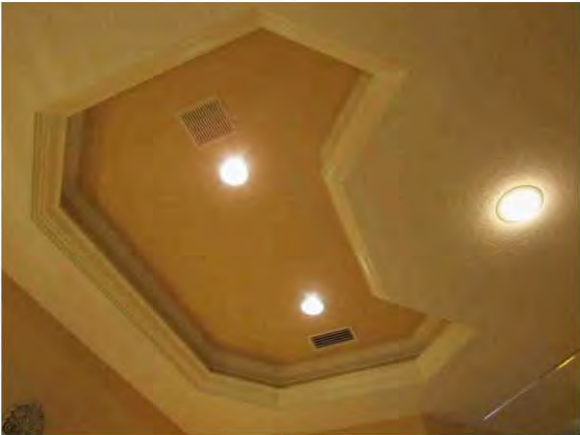


Photograph Addendum

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



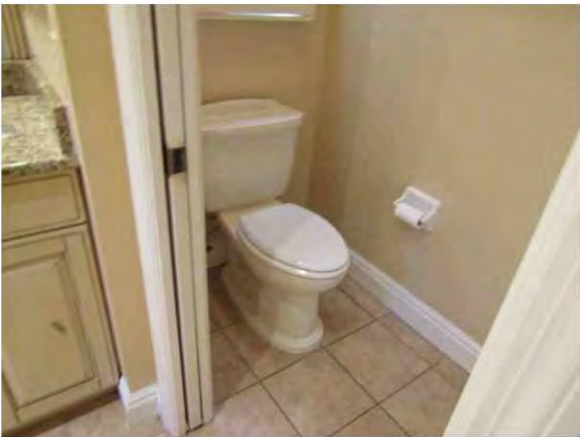
Double Shower fixtures



Double tray ceiling  
Crown molding



Bathroom #1 - Owner's suite



Bathroom #1 - Owner's suite



Custom lighting



Breakfast Nook

Photograph Addendum

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



Kitchen



Kitchen



Kitchen



Family room



Den room



Dry bar

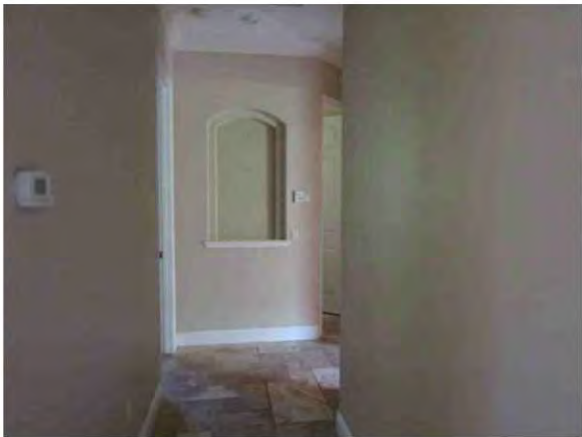


Photograph Addendum

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



Wet bar



Wall niche



Bedroom #2



Bathroom #2



Laundry room  
2nd front entrance



Laundry room

Photograph Addendum

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



Half bath



Additional front entry view



Staircase to second floor



Recreation room  
Built-in cabinetry  
Sink/Mini fridge



Recreation room



Air Handler



Photograph Addendum

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



Bathroom #3



Bedroom #3



2nd floor hallway



Bedroom #4



Closet



Tray ceiling  
Crown molding

Photograph Addendum

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



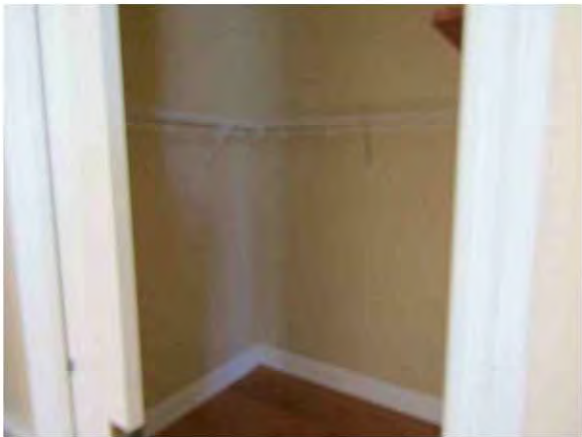
Bathroom #4



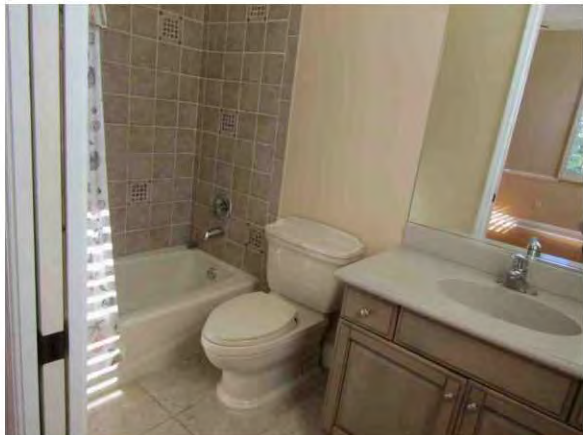
Closet



Bedroom #5



Closet



Bathroom #5



Wood rot from door



Photograph Addendum

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



Damage cabinet in kitchen



Damaged cabinet in kitchen



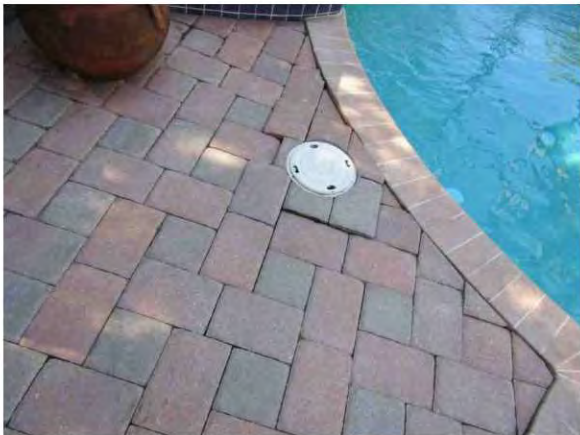
Rotted wood - door frame



Black - mold like substance and water stain  
garage ceiling



Rusted door - garage



Raised pavers



**Photograph Addendum**

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



**Raised pavers**

**Comparable Photo Page**

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					

**Comparable Sale 1**

6906 Dominion Ln  
Prox. to Subject 0.39 miles NW  
Sale Price 1,200,000  
Gross Living Area 5,185  
Total Rooms 8  
Total Bedrooms 5  
Total Bathrooms 4.0  
Location B;Gated;CC  
View B;Wtr;Glfrw  
Site 14201 sf  
Quality Q2  
Age 14

**Comparable Sale 2**

6808 Belmont Ct  
Prox. to Subject 0.38 miles NW  
Sale Price 1,350,000  
Gross Living Area 5,096  
Total Rooms 10  
Total Bedrooms 4  
Total Bathrooms 5.1  
Location B;Gated;CC  
View B;Wtr;  
Site 19457 sf  
Quality Q2  
Age 15

**Comparable Sale 3**

7322 Greystone St  
Prox. to Subject 0.57 miles SW  
Sale Price 1,175,000  
Gross Living Area 4,358  
Total Rooms 8  
Total Bedrooms 5  
Total Bathrooms 4.0  
Location B;Gated;CC  
View B;Wtr;Woods  
Site 22030 sf  
Quality Q2  
Age 13



Comparable Photo Page

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



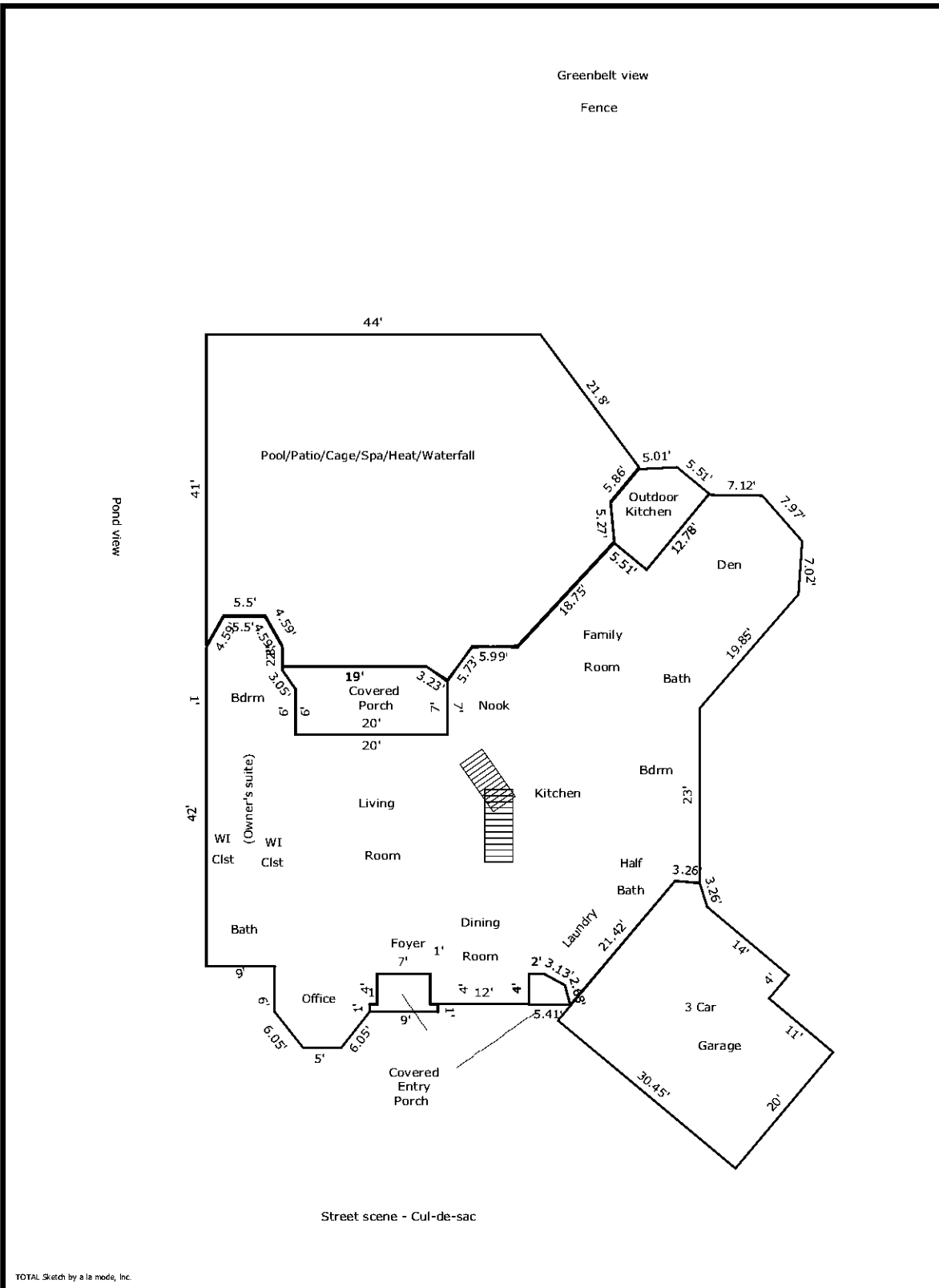
Comparable List 4

12515 Highfield Cir	
Prox. to Subject	0.93 miles SW
Sale Price	1,474,000
Gross Living Area	5,287
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	4.1
Location	B;Gated;CC
View	B;Woods;
Site	28331 sf
Quality	Q2
Age	11

Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

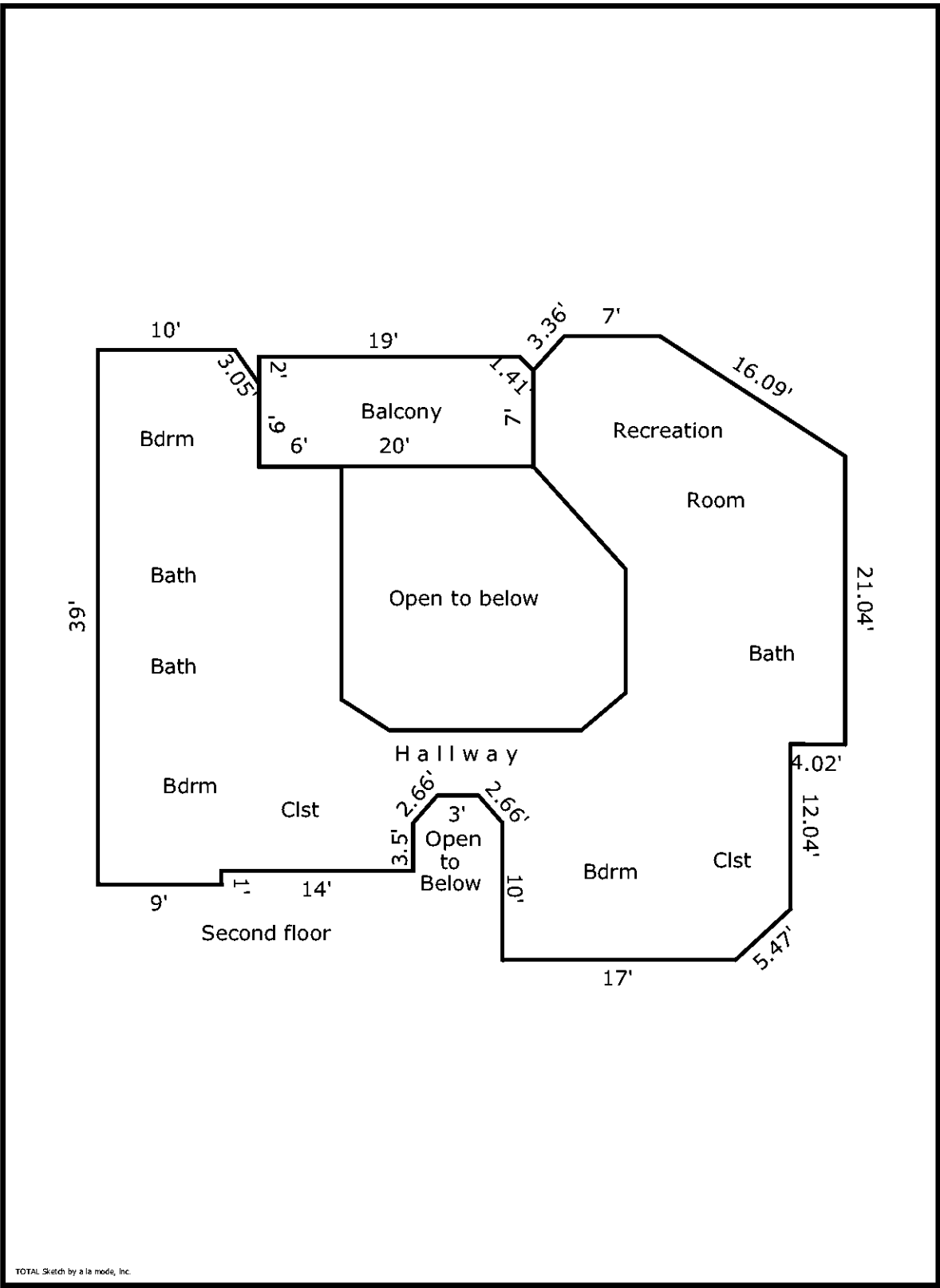
Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Borrower	Abreu, Raymond						
Property Address	13318 Lost Key Pl						
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Building Sketch (Page 2)

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



## Building Sketch (Page 3)

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					

TOTAL Sketch by a la mode, inc.

## Area Calculations Summary

Living Area		Calculation Details	
First Floor	3136.68 Sq ft	$13 \times 4 = 52$ $0.5 \times 7.21 \times 0.11 = 0.39$ $0.5 \times 5.25 \times 6 = 15.75$ $0.5 \times 6 \times 4.95 = 14.85$ $7.21 \times 6 = 43.24$ $0.5 \times 3.75 \times 0.27 = 0.5$ $0.5 \times 3.75 \times 3.09 = 5.8$ $3.75 \times 17.14 = 64.27$ $0.5 \times 7.5 \times 3.5 = 13.12$ $0.5 \times 3.25 \times 0.23 = 0.38$ $0.5 \times 3.25 \times 3.01 = 4.9$ $3.25 \times 27.5 = 89.36$ $0.5 \times 7 \times 6.07 = 21.23$ $0.5 \times 7 \times 6.49 = 22.72$ $7 \times 24.44 = 171.1$ $0.5 \times 2.25 \times 4 = 4.5$ $0.5 \times 4 \times 2.25 = 4.5$ $5.5 \times 4 = 22$ $0.5 \times 6.13 \times 0.21 = 0.64$ $10 \times 2 = 20$ $0.5 \times 4.5 \times 3.9 = 8.78$ $0.5 \times 4.5 \times 3.12 = 7.02$ $4.5 \times 33.16 = 149.23$ $10 \times 1 = 10$ $0.5 \times 1.75 \times 2.5 = 2.19$ $10 \times 2.5 = 25$ $0.5 \times 3.5 \times 3.03 = 5.31$ $33.25 \times 3.5 = 116.38$ $11.75 \times 6 = 70.5$ $33.25 \times 3.5 = 116.38$ $65 \times 19.25 = 1251.25$ $0.5 \times 3.25 \times 0.25 = 0.41$ $0.5 \times 11.25 \times 9.52 = 53.57$ $52.23 \times 11.25 = 587.55$ $0.5 \times 1 \times 0.85 = 0.42$ $42.38 \times 1 = 42.38$ $0.5 \times 2.75 \times 1.5 = 2.06$ $0.5 \times 1.5 \times 1.27 = 0.95$ $2.86 \times 1.5 = 4.29$ $0.5 \times 2.86 \times 2.6 = 3.71$ $13.5 \times 4 = 54$ $12.5 \times 1 = 12.5$ $0.5 \times 3.75 \times 4.75 = 8.91$ $0.5 \times 4.75 \times 3.75 = 8.91$ $5 \times 4.75 = 23.75$	
Second Floor	1563.16 Sq ft	$0.5 \times 21.04 \times 0.02 = 0.16$ $0.5 \times 2.59 \times 4 = 5.19$ $0.5 \times 0.04 \times 4 = 0.08$ $21 \times 4 = 84$ $0.5 \times 12.05 \times 0.02 = 0.09$ $0.5 \times 2.59 \times 4 = 5.19$ $0.5 \times 4 \times 3.7 = 7.39$ $35.65 \times 4 = 142.59$ $0.5 \times 3.56 \times 5.5 = 9.8$ $41.94 \times 5.5 = 230.65$ $2.5 \times 45.5 = 113.75$ $0.5 \times 5 \times 4.5 = 11.25$ $12 \times 4.5 = 54$ $0.5 \times 2.5 \times 2.25 = 2.81$ $0.5 \times 2.25 \times 2.5 = 2.81$ $7 \times 2.25 = 15.75$ $0.5 \times 3.25 \times 2.75 = 4.47$ $3.25 \times 16.75 = 54.44$ $5.75 \times 16.75 = 96.31$ $0.5 \times 2 \times 1.75 = 1.75$ $4.75 \times 1.75 = 8.31$ $3 \times 4.75 = 14.25$ $0.5 \times 1.75 \times 2 = 1.75$ $1.75 \times 4.75 = 8.31$ $1.75 \times 10.25 = 17.94$ $0.5 \times 2.25 \times 3.5 = 3.94$ $10.25 \times 3.5 = 35.88$ $6 \times 29.5 = 177$ $0.5 \times 2.5 \times 1.75 = 2.19$ $35.5 \times 1.75 = 62.12$ $1 \times 38 = 38$ $9 \times 39 = 351$	
<b>Total Living Area (Rounded):</b>		<b>4700 Sq ft</b>	
<b>Non-living Area</b>			
Covered Entry Porch	37 Sq ft	$9 \times 1 =$	9

**Building Sketch (Page 4)**

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					

TOTAL Sketch by a la mode, inc.

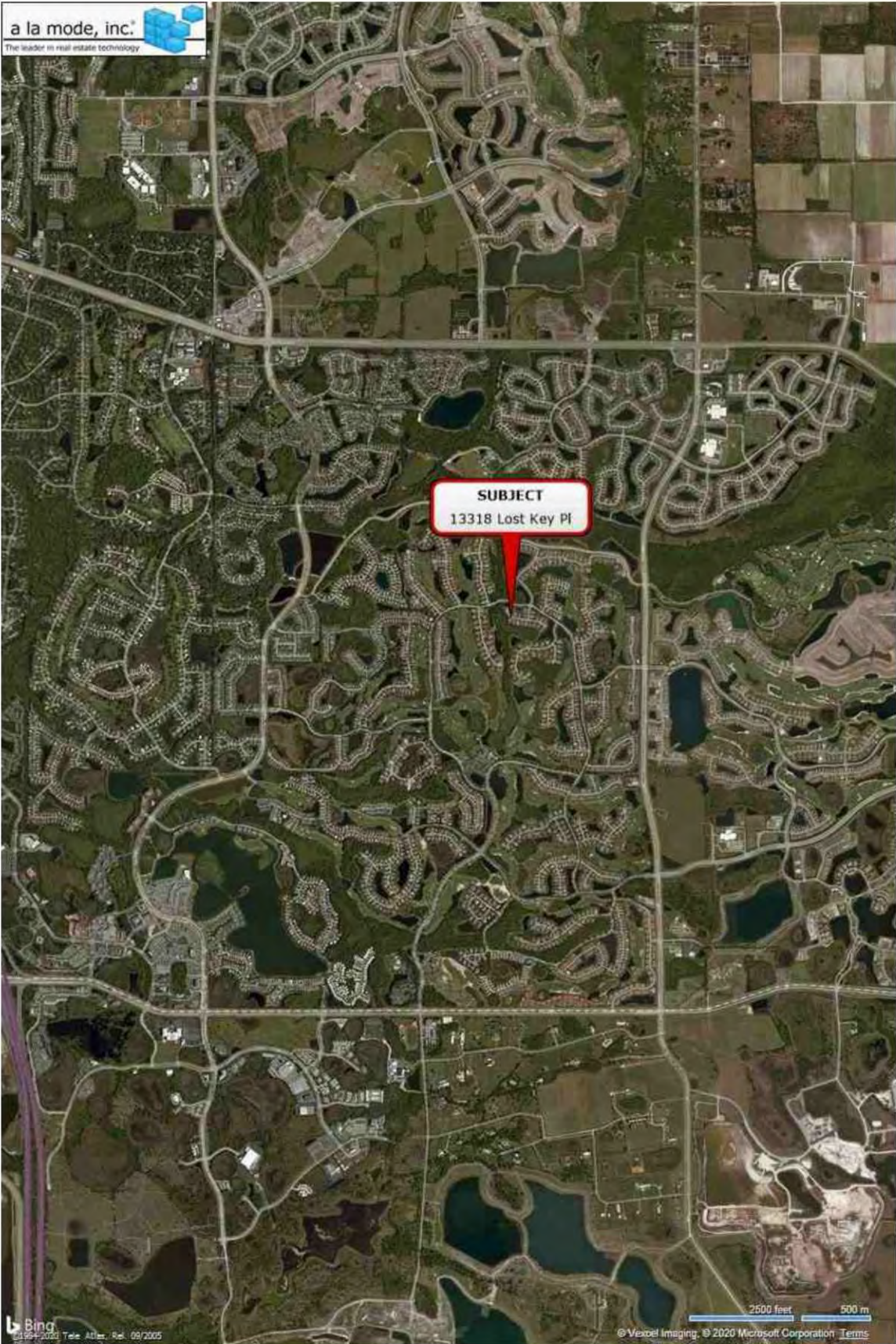
**Area Calculations Summary**

<b>Non-living Area</b>		
Covered Porch	180.28 Sq ft	$0.5 \times 1.75 \times 2.53 = 2.22$ $0.47 \times 1.75 = 0.82$ $9 \times 17.25 = 155.25$ $0.5 \times 2.75 \times 2 = 2.75$ $7 \times 2.75 = 19.25$
Covered Porch - Outdoor Kitchen	106.31 Sq ft	$0.5 \times 7.14 \times 3.5 = 12.49$ $7.14 \times 5.25 = 37.47$ $0.5 \times 4.33 \times 5.25 = 11.37$ $0.5 \times 5.25 \times 0.5 = 1.31$ $11.04 \times 1.11 = 12.25$ $0.5 \times 0.92 \times 1.11 = 0.51$ $0.5 \times 0.92 \times 1.11 = 0.51$ $11.84 \times 0.14 = 1.66$ $0.5 \times 0.12 \times 0.14 = 0.01$ $0.5 \times 0.12 \times 0.14 = 0.01$ $5.3 \times 3.25 = 17.24$ $0.5 \times 3.25 \times 3.95 = 6.41$ $0.5 \times 2.71 \times 3.25 = 4.4$ $0.5 \times 5.3 \times 0.25 = 0.66$
3 Car Garage	692.9 Sq ft	$0.5 \times 5.3 \times 1.75 = 4.64$ $0.5 \times 0.1 \times 0.15 = 0.01$ $0.1 \times 19.3 = 1.95$ $19.45 \times 3.9 = 75.83$ $30.45 \times 20 = 608.95$ $0.5 \times 30.45 \times 0.1 = 1.54$
Pool/Patio/Cage/Spa/Heat/Waterfall	2104.8 Sq ft	$0.5 \times 17.5 \times 13 = 113.75$ $44 \times 17.5 = 770$ $0.5 \times 3.75 \times 4.5 = 8.44$ $53.25 \times 4.5 = 239.62$ $0.5 \times 5.25 \times 0.5 = 1.31$ $53.25 \times 5.25 = 279.56$ $0.5 \times 9.04 \times 9.75 = 44.07$ $44.71 \times 9.75 = 435.91$ $0.5 \times 2.25 \times 4 = 4.5$ $0.5 \times 3.71 \times 4 = 7.42$ $0.5 \times 4 \times 2.25 = 4.5$ $31 \times 4 = 124$ $0.5 \times 6 \times 0.25 = 0.75$ $25 \times 0.25 = 6.25$ $0.5 \times 1.95 \times 2.55 = 2.49$ $23.05 \times 2.55 = 58.78$ $0.5 \times 4.05 \times 1.7 = 3.44$
Covered 2nd Entry	17.99 Sq ft	$2 \times 1.5 = 3$ $0.5 \times 1.5 \times 2.75 = 2.06$ $2.5 \times 4.75 = 11.88$ $0.5 \times 0.08 \times 4.75 = 0.2$ $0.5 \times 2.58 \times 0.66 = 0.86$
Balcony	159.5 Sq ft	$8 \times 19 = 152$ $0.5 \times 1 \times 1 = 0.5$ $7 \times 1 = 7$



Location Map

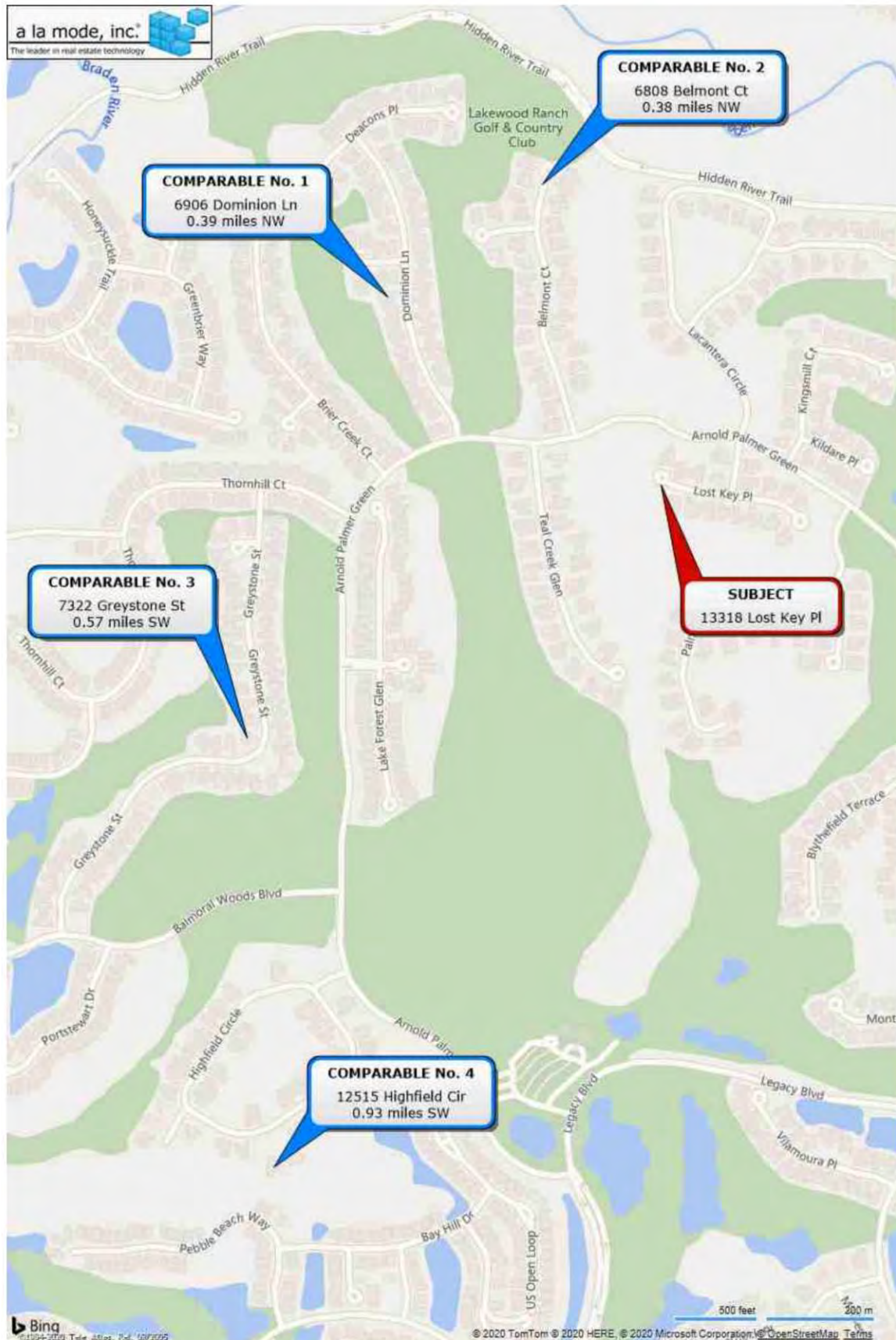
Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					





## Location Map

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					



Plat Map

Borrower	Abreu, Raymond					
Property Address	13318 Lost Key Pl					
City	Lakewood Ranch	County	Manatee	State	FL	Zip Code 34202
Lender/Client	Family First Funding LLC					





## UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

## Condition Ratings and Definitions

## C1

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

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

## C2

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

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

## C3

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

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

## C4

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

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

## C5

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

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

## C6

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

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

## Quality Ratings and Definitions

## Q1

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

## Q2

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

## Quality Ratings and Definitions (continued)

## Q3

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

## Q4

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

## Q5

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

## Q6

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

## Definitions of Not Updated, Updated, and Remodeled

## Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

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

## Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

## Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

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

## Explanation of Bathroom Count

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

## Example:

3.2 indicates three full baths and two half baths.

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

### Abbreviations Used in Data Standardization Text

[illegible]

UAD Version 9/2011 (Updated 1/2014)



**Qualifications**

**Karla M. Raguth**

State-Certified Residential Appraiser #RD8317  
8312 Blaikie Court  
Sarasota, FL 34240

**OCCUPATIONAL EXPERIENCE**

FHA approved appraiser

Amon Real Estate Appraisers, Inc. – Residential Appraising 2016- Present

AMC Appraisal Co, Inc. RI – Residential Appraising – Karla M. Smith - 2001-2008

**APPRAISAL COURSES AND SEMINARS**

McKissock – Appraisal of REO and Foreclosure Properties – (7 Hours) – August 2020

McKissock – 2020-2021 7 Hour National USPAP Update Course – (7 Hours) – April 2020

McKissock – Florida Appraisal Law and Regulations – (3 Hours) – April 2020

OREP Education Network – How to Support and Prove Your Adjustments – (7 Hours) – March 2020

OREP Education Network – FHA Appraisal Standards – (7 Hours) – January 2020

McKissock – Residential Sales Comparison and Income Approaches – (30 Hours) – Sept. 2018

McKissock – Statistics, Modeling and Finance – (15 Hours) – June 2018

McKissock – Advanced Residential Applications and Case Studies – (15 Hours) – June 2018

Real Estate Education Specialists, Inc. – 2018-2019 USPAP (7 Hours) – June 2018

Real Estate Education Specialists, Inc. – Law Update – (8 Hours) – June 2018

Real Estate Education Specialists, Inc. – Cool Tools: Digging Your Data (8 Hours) – June 2018

Real Estate Education Specialists, Inc. – The Workfile: Compliance and Support (7 Hours) – June 2018

OnCourse Learning – Residential Appraiser Site Valuation and Cost Approach (15 Hours) – April 2018

OnCourse Learning – Residential Market Analysis & Highest and Best Use (15 Hours) – March 2018

Cooke Real Estate School – Florida Appraisal Law 9 (25 Hours) - July 2017

Cooke Real Estate School – Florida Supervisor/Trainee Roles and Relationships (3 Hours)- June 2017

OnCourse Learning – 2016-2017 USPAP (15 Hours) – June 2017

OnCourse Learning – Basic Appraisal Procedures (30 Hours) – June 2017

OnCourse Learning – Residential Report Writing and Case Studies (15 Hours) – May 2017

OnCourse Learning – Basic Appraisal Principles (30 Hours) – April 2017

\*Rhode Island license – Karla M. Smith - from 2001-2012 - License # A00926

**EDUCATION:**

Strayer University – 2017- 2019 - Bachelor of Business Administration

License

	Ron DeSantis, Governor	Halsey Beshears, Secretary	
 <b>STATE OF FLORIDA</b> <b>DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION</b>  <b>FLORIDA REAL ESTATE APPRAISAL BD</b>  THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES    <b>RAGUTH, KARLA MARIE</b> 8213 BLAIKIE CT SARASOTA FL 34240  <div style="border: 1px solid black; padding: 2px; display: inline-block;"><b>LICENSE NUMBER: RD8317</b></div> <b>EXPIRATION DATE: NOVEMBER 30, 2022</b> Always verify licenses online at <a href="http://MyFloridaLicense.com">MyFloridaLicense.com</a>  <div style="display: flex; justify-content: space-between;"><div style="width: 20%;"></div><div style="width: 80%; text-align: center;"><p>Do not alter this document in any form.</p><p>This is your license. It is unlawful for anyone other than the licensee to use this document.</p></div></div>			



U8070246 13318 LOST KEY PL, LAKEWOOD RANCH, FL 34202		
	<b>County:</b> Manatee	<b>Status:</b> Pending
	<b>Subdiv:</b> LAKEWOOD RANCH CCV SP U/ X	<b>Backups Requested:</b> Yes
	<b>Beds:</b> 5	<b>List Price:</b> \$1,235,000
	<b>Baths:</b> 5/1	<b>Year Built:</b> 2005
	<b>Pool:</b> Private	<b>Special Sale:</b> None
	<b>Property Style:</b> Single Family Residence	<b>ADOM:</b> 229
	<b>Lot Features:</b> Conservation Area, Cul-De-Sac, Street Paved	<b>CDOM:</b> 229
	<b>Total Acreage:</b> 1/4 to less than 1/2	<b>Pets:</b> Yes
	<b>Minimum Lease Period:</b> No Minimum	<b>Max Times per Yr:</b>
	<b>Garage:</b> Yes <b>Atch:</b> Yes <b>SpCs:</b> 3	<b>Carport:</b> No <b>SpCs:</b>
<b>Garage/Parking Features:</b> Circular Drive, Driveway, Garage Faces Side	<b>Proj Comp Date:</b>	
<b>New Construction:</b> No	<b>Permit Number:</b>	
<b>Property Condition:</b>		
<b>Builder Name:</b>		
<b>Builder License #:</b>		
<b>Builder Model:</b>		
<b>LP/SqFt:</b> \$249.60		<b>Heated Area:</b> 4,948 SqFt / 460 SqM
		<b>Total Area:</b>
<b>Total Annual Fees:</b> 129.00		
<b>Average Monthly Fees:</b> 10.75		
<b>Home Warranty Y/N:</b>		

**\*\*Please visit the 3D Virtual Tour provided for a healthy real estate experience.\*\*** Look no further, your new home awaits! Located in the Lakewood Ranch Country Club, this impeccably crafted home offers elegance and charm. Situated along the lakefront, at the end of a cul-de-sac road, you will experience the tranquility & comfort here; whether enjoying the tropical heated pool with large lanai under the vaulted screened enclosure or by productively completing work in your entry level home office. Enter the large double doors to the 24 ft. coffered ceilings of your stunning living room and leave your worries with the outside world. Featuring fireplace and sliding doors to the pool, the abundance of windows creates natural lighting throughout this living space and central kitchen. You'll be top chef in this gourmet kitchen of granite counters, gas cooktop with mirrored mosaic backsplash, stainless appliances + double ovens; with nearby breakfast area with pool access & formal dining area near foyer for privacy. A lower level master features tray ceilings with chic backlighting and en-suite bathroom with Jetta soaking tub, glass framed shower & dual vanities; + his/hers custom closets. The grand staircase leads to the second level corridor looking down upon first level and front entry offering equal flow with this floorplan. Here, the guest bedrooms feature en-suite bathrooms + large bonus room with terrace overlooking pool, wet bar, large closet and built-in cabinetry; perfect for home gym or private guest suite. Offering space to enjoy and entertain, this home has character throughout!

#### Land, Site, and Tax Information

<b>Legal Desc:</b> LOT 15 BLK B LAKEWOOD RANCH COUNTRY CLUB VILLAGE SUBPHASE U A/K/A PALMERS CREEK AND SUBPHASE X A/K/A		
<b>KESWICK PI#</b> 5885.0870/9		
<b>SE/TP/RG:</b> 28-COUNTY-19E		
<b>Subdivision #:</b>	<b>Zoning:</b> PDMU	<b>Block/Parcel:</b> B
<b>Tax ID:</b> 588508709	<b>Future Land Use:</b>	<b>Front Exposure:</b> North
<b>Taxes:</b> \$17,558	<b>Zoning Comp:</b>	<b>Lot #:</b> 15
<b>Auction Type:</b>	<b>Tax Year:</b> 2019	
<b>Auction Firm/Website:</b>	<b>Property Access:</b>	<b>Buyers Premium:</b>
<b>Homestead:</b> No	<b>Annual CDD Fee:</b> 4,321	<b>Other Exemptions:</b>
<b>Alt Key/Folio #:</b>		
<b>Add Parcel:</b> No	<b>Additional Tax IDs:</b>	
<b>Ownership:</b> Fee Simple	<b>Complex/Comm Name:</b>	
<b>SW Subd Condo#:</b>	<b>SW Subd Name:</b> Lakewood Ranch	
<b>Flood Zone:</b> x	<b>Flood Zone Date:</b>	<b>Flood Zone Panel:</b>
<b>Floors in Unit/Home:</b> Two	<b>Floor #:</b>	
<b>Bldg Name/#:</b>	<b>Total # of Floors:</b> 2	
<b>Book/Page:</b> 40-71	<b>Census Block:</b>	<b>Census Tract:</b>
<b>MH Make:</b>	<b>MH Model:</b>	<b>MH Width:</b>
<b>Land Lease Fee:</b>	<b>Total Units:</b>	
<b>Planned Unit Dev:</b>	<b>Lot Size Acres:</b> 0.39	<b>Lot Size:</b> 17,076 SqFt / 1,586 SqM
<b>Lot Dimensions:</b>	<b>Monthly Rental Amount:</b>	<b>End Date of Lease:</b>
<b>Existing Lease/Tenant:</b>	<b>Month To Month Or Weekly Y/N:</b>	
<b>Days Notice To Tenant If Not Renewing:</b>		
<b>Water Frontage:</b> Yes-Lake	<b>Waterfront Ft:</b> 50	
<b>Water Frontage Lengths (in feet):</b>		
<b>Lake</b> 50		
<b>Water Access:</b> No	<b>Water Name:</b>	
<b>Water View:</b> Yes-Lake	<b>Water Extras:</b> No	
<b>Addtl Water Info:</b>		

#### Interior Information

<b>A/C:</b> Central Air, Zoned				<b>Flooring Covering:</b> Travertine, Wood
<b>Heat/Fuel:</b> Central				<b>Security Feat:</b> Gated Community
<b>Heated Area Source:</b> Public Records				<b>Total Area Source:</b>
<b>Laundry Features:</b> Inside, Laundry Room				<b>Window Features:</b>
<b>Fireplace:</b> Yes				<b>Furnishings:</b> Unfurnished
<b>Accessibility Features:</b>				
<b>Utilities:</b> BB/HS Internet Available, Cable Available, Natural Gas Connected, Street Lights				
<b>Water:</b> Public				<b>Sewer:</b> Public Sewer
<b>Additional Rooms:</b>				
<b>Interior Feat:</b> Cathedral Ceiling(s), Ceiling Fans(s), Crown Molding, High Ceiling(s), Kitchen/Family Room Combo, Master Bedroom Downstairs, Solid Surface Counters, Split Bedroom, Thermostat, Walk-In Closet(s), Wet Bar				
<b>Appliances Incl:</b> Built-In Oven, Cooktop, Dishwasher, Disposal, Exhaust Fan, Refrigerator				
<b># of Wells:</b>				<b># of Septics:</b>
<b>Room Type</b>	<b>Level</b>	<b>Dimen</b>	<b>Flooring</b>	<b>Features</b>
Master Bedroom	First	15x20	Wood	
Family Room	First	17x19	Travertine	
Kitchen	First	14x17	Travertine	



Living Room First 17x17

**Exterior Information**

**Ext Construction:** Block, Stucco  
**Roof:** Tile  
**Property Description:**  
**Architectural Style:** Spanish/Mediterranean  
**Ext Features:** Balcony, Irrigation System, Outdoor Grill, Sidewalk  
**Other Equipment:**  
**Other Structures:** Outdoor Kitchen  
**Patio And Porch Features:** Covered, Enclosed, Screened  
**Pool:** Private  
**Pool Features:** In Ground, Screen Enclosure  
**Vegetation:** Mature Landscaping  
**View:** Trees/Woods, Water

**Foundation:** Slab  
**Farm Type:**  
**Barn Features:**  
**Horse Amenities:**  
**# of Stalls:**  
**# Paddocks/Pastures:**  
**Spa Y/N:**  
**Spa Features:** In Ground  
**Fencing:**  
**Road Surface Type:**

**Property Attached Y/N:**  
**Garage Dim:** 29x22

**Green Features**

**Disaster Mitigation:**  
**Indoor Air Quality:**  
**Green Energy Features:**  
**Green Energy Generation:**

**Green Water Features:**  
**Green Landscaping:**  
**Green Sustainability:**

**Community Information**

**HOA/Comm Assn Y/N:** Yes  
**HOA Fee Requirement:** Required  
**HOA Fee:** 129  
**HOA Payment Schedule:** Annually  
**Monthly HOA Amount:** 10.75  
**Other Fees:**  
**Assn/Manager Name:** Christy Valentine  
**Assn/Manager Phone:** 941-907-0202  
**Community Features:** Gated Community, Golf Carts OK, Golf Community, Sidewalk, Tennis Courts  
**Fee Includes:** 24-Hour Guard, Security  
**Housing for Older Per:** No  
**FCHR Website Y/N:**  
**Affidavit:**  
**Expire/Renewal Date:**  
**Pet Restrictions:**  
**# of Pets:**  
**Max Pet Wt:**  
**Pet Size:**  
**Can Property be Leased:** Yes  
**Association Approval Required:** No  
**Approval Process:**  
**Lease Restrictions:** No

**Condo Fee:**  
**Condo Fee Schedule:**  
**Condo Land Included Y/N:**  
**Monthly Condo Fee Amount:**  
**Monthly Maint Fee (in Addn to HOA):**  
**Other Fee Schedule:**  
**Assn/Manager Email:**  
**Assn/Manager URL:**  
**Association Amenities:** Clubhouse, Gated, Golf Course

**Amenities w/Addnl Fees:**

**Elementary School:**  
**Middle School:**  
**High School:**  
**Building Elevator Y/N:**

**Additional Lease Restrictions:**  
**Minimum Lease Period:** No Minimum  
**Maximum Times Per Year:**  
**Years of Ownership Prior to Leasing Required:** No  
**Number of Ownership Years Prior to Lease:**

**Realtor Information**

**List Agent:** [Martha Thorn](#)  
**List Agent E-mail:** [martha@marthathorn.com](mailto:martha@marthathorn.com)  
**Sales Team:** The Thorn Collection  
**List Office:** [COLDWELL BANKER RESIDENTIAL](#)  
**Original Price:** \$1,235,000  
**List Office 2:**  
**List Date:** 01/06/2020  
**Listing Service Type:** Full Service  
**Owner:**  
**Financing Avail:** Cash, Conventional  
**Contract Status:** Appraisal, Financing, **Contract:** 10/19/2020  
**Inspections:**  
**Selling Agent:**  
**Dual Variable Compensation:** Yes  
**Single Agent:** 2.5%  
**Inter Office Info:**  
**Realtor Info:** Brochure Available, Floor Plan Available  
**Confidential Info:**  
**Disclosures:** HOA/PUD/Condo Disclosure, Seller Property Disclosure  
**Showing Instructions:** 24 Hour Notice, Appointment Only, Call Agent 2, See Remarks  
**Driving Directions:** Head East of University Drive to Entrance at Lakewood Ranch County Club. Follow directions to 13318 Lost Key Place.  
**Realtor Remarks:** Please call or text Lisa Sullivan at 941-524-2727 for the code to lockbox for showings. Property is equipped with video surveillance. All information provided by the listing agent/broker is deemed reliable but is not guaranteed and should be independently verified. Courts will need to approve the sale of property. Title/Escrow will need to be: Najmy Thompson Attorney at Law Pam Taylor 941-748-2216  
[ptaylor@najmythompson.com](mailto:ptaylor@najmythompson.com)

**List Agent ID:** 260001072  
**List Agent Fax:** 727-586-3414  
**List Agent Direct:** 727-432-9019  
**List Agent Cell:** 727-432-9019  
**Call Center #:**  
**List Office ID:** 260000668  
**List Office Phone:** 727-581-9411

**List Office Fax:**  
**List Office 2 ID:**  
**LP/SqFt:** \$249.60

**Representation:**  
**Owner Phone:**  
**Occupant Type:**  
**Days to Cont:** 287  
**Exp Clsg Date:** 12/04/2020

**Sell Office:**  
**Bonus:**  
**Non-Rep:** 2.5%  
**Bonus Exp Date:**  
**Trans Broker:** 2.5%

**Seller's Preferred Closing Agent**

**Escrow Agent Name:**  
**Email:**  
**Address:**  
**Escrow Agent Company:**

**Phone:**  
**Fax:**

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**Accessibility Issues?**

We want this website to be accessible to everyone. If you experience any accessibility problems using the website, please contact our ADA support hotline at **844-209-0134** to report the issue and for assistance getting the information you need.



### **Certificate of Non-Influence and Appraiser Independence Compliance**

- ❖ I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:
  - I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for this appraisal assignment and is reflected on the appraisal report.
  - I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.
- ❖ I assert that no employee, director, officer, or agent of Valuation Services AMC, LLC or any other third party acting as joint venture partner, independent contractor, appraisal management company, or partner on behalf of Valuation Services AMC, LLC, influenced, or attempted to influence the development, reporting, result, or review of my appraisal through coercion, extortion, collusion, compensation, inducement, bribery, or in any other manner.
- ❖ I further assert that Valuation Services AMC and the Lender/Client have never participated in any of the following prohibited behavior in our business relationship:
  - 1) Withholding or threatening to withhold timely payment or partial payment for an appraisal report;
  - 2) Withholding or threatening to withhold future business, with me, or demoting or terminating or threatening to demote or terminate me;
  - 3) Expressly or impliedly promising future business, promotions, or increased compensation for myself;
  - 4) Conditioning the ordering of my appraisal report or the payment of my appraisal fee or bonus the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requested from me;
  - 5) Requesting that I provide an estimated, predetermined, or desired valuation in an appraisal report prior to the completion of the appraisal report, or requesting that I provide estimated values or comparable sales at any time prior to my completion of an appraisal report;
  - 6) Provide me an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
  - 7) Provided to me, or my appraisal company, or any entity or person related to me as appraiser, appraisal company, stock or other financial or non-financial benefits;
  - 8) Any other act or practice that impairs or attempts to impair my independence, objectivity, or impartiality or violates law or regulation, including, but not limited to, the Truth in Lending Act (TILA), Regulation Z, FIRREA, or the Uniform Standards of Professional Appraisal Practice (USPAP).
- ❖ The appraiser was not provided with contact information outside of the lender company name and company address for anyone associated with the Lender/ Client. The appraiser is prohibited from speaking directly with the Lender/ Client. At no time did the Lender/ Client try to contact the appraiser directly regarding this appraisal.
- ❖ Outside of the information provided on a purchase contract, no information regarding estimate of value or loan-to-value was provided to the appraiser. The appraiser did not speak with any person regarding the estimate of value for the subject property.
- ❖ The appraiser certifies that to the best of their knowledge, they are not on any lender exclusionary lists.
- ❖ The fee for this assignment is considered Customary and Reasonable for the scope of work within the subject's market area.

**By including this certification within the appraisal report, the appraiser certifies that the above information is complete and accurate.**

575 CORPORATE DRIVE, SUITE 3102, MAHWAH, NJ 07430 | TEL: (201) 565-1620 | FAX: (201) 604-6600 | WWW.VSAMC.COM




**Travelers 1<sup>st</sup> Choice** <sup>SM</sup>
**REAL ESTATE SERVICES PROFESSIONAL LIABILITY COVERAGE  
DECLARATIONS**

POLICY NO. 107179271

**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

(A Stock Insurance Company, herein called the Company)

**Important note: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period.**  
**The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses.**

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

<b>ITEM 1</b>	<b>NAMED INSURED:</b> AMON REAL ESTATE APPRAISERS, INC  DBA:  Principal Address: 8213 BLAIE CT SARASOTA, FL 34240-8323
<b>ITEM 2</b>	<b>POLICY PERIOD:</b> Inception Date: December 4, 2019      Expiration Date: December 4, 2020 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
<b>ITEM 3</b>	ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:  Email: BSIclaims@travelers.com  FAX: 888-460-6622  Travelers Bond & Specialty Insurance Claim 385 Washington Street Mail Code 9275-SB02F St. Paul, MN 55102
<b>ITEM 4</b>	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:  Real Estate Services Professional Liability Coverage

<b>ITEM 5</b>	<p><b>PROFESSIONAL LIABILITY COVERAGE LIMITS</b></p> <p>Professional Services and Network and Information Security Offenses</p> <p>Coverage Limits:                      \$1,000,000 for each <b>Claim</b>; not to exceed    \$1,000,000 for all <b>Claims</b></p> <p>Deductible:                                \$2,500 each <b>Claim</b>    N/A all <b>Claims</b></p> <p>Retroactive Date: December 4, 1995</p> <p>Knowledge Date: December 4, 2019</p>										
<b>ITEM 6</b>	<p><b>ADDITIONAL BENEFITS LIMITS:</b></p> <p>Crisis Event Expenses Limits:                      \$10,000 for each <b>Crisis Event</b>    \$30,000 for all <b>Crisis Events</b></p> <p>Disciplinary or Regulatory Proceeding Expenses Limits:                      \$25,000 for each <b>Disciplinary or Regulatory Proceeding</b>    \$50,000 for all <b>Disciplinary or Regulatory Proceedings</b></p>										
<b>ITEM 7</b>	<p><b>PREMIUM FOR THE POLICY PERIOD:</b>    \$1,969.00 Policy Premium</p>										
<b>ITEM 8</b>	<p><b>OPTIONAL EXTENDED REPORTING PERIODS:</b></p> <table data-bbox="410 1388 911 1524"> <tr> <td>Additional Premium Percentage:</td><td>Additional Months:</td></tr> <tr> <td>100%</td><td>12</td></tr> <tr> <td>175%</td><td>24</td></tr> <tr> <td>200%</td><td>36</td></tr> <tr> <td>220%</td><td>60</td></tr> </table>	Additional Premium Percentage:	Additional Months:	100%	12	175%	24	200%	36	220%	60
Additional Premium Percentage:	Additional Months:										
100%	12										
175%	24										
200%	36										
220%	60										

ITEM 9	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: RPL-1001-1108; RPL-2003-1108; RPL-19001-0413; RPL-19002-0413; RPL-19003-0413; RPL-2002-0413; PTC-1001-1108; PTC-19006-0315; PTC-2067-1215; PTC-3009-1214
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The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

\_\_\_\_\_  
Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.

  
Executive Vice President

  
Corporate Secretary

**REVISIONS:**

File No: 202015296

Borrower	Abreu, Raymond				
Property Address	13318 Lost Key Pl				
City	Lakewood Ranch	County	Manatee	State	FL Zip Code 34202
Lender/Client	Family First Funding LLC				

11/06/2020

E&O Insurance has been added to the report.

All comparables were given equal weight and rounded down to \$1,200,000 as each comparable did not exceed the net and gross adjustment objectives. The comparable list set the upper limits of the market value for the subject.

# **EXHIBIT 5**



NOTICE OF SALE

13318 Lost Key Place  
Lakewood Ranch, Florida 34202

LEGAL NOTICE: Pursuant to 28 U.S.C. § 2001, Burton W. Wiand, as the Court-appointed Receiver in COMMODITY FUTURES TRADING COMMISSION v. OASIS INTERNATIONAL GROUP, LTD., ET AL., CASE NO: 8-19-CV-886-T-33SPF (M.D. Fla.), will conduct a private sale of the property located at 13318 Lost Key Place, Lakewood Ranch, Florida 34202 to Raymond Abreu for \$1,100,000. The sale is subject to approval by the United States District Court. Pursuant to 28 U.S.C. § 2001, bona fide offers that exceed the sale price by 10% must be submitted to the Receiver at Burton W. Wiand PA, 114 Turner St. Clearwater, FL 33756 or (Burt@BurtonWWiandPA.com). Offers must be received within 10 days of the publication of this notice. All inquiries regarding the property or the sale should be made to the Receiver at (813) 347-5100.

# **EXHIBIT 6**

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

COMMODITY FUTURES TRADING  
COMMISSION,

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

Plaintiff,

v.

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

Defendants;

and

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

Relief Defendants.

\_\_\_\_\_ /

**ORDER**

Before the Court is the Receiver's Second Verified Motion to Approve the Private Sale of Real Property – Specifically, 13318 Lost Key Place, Lakewood Ranch, Florida 34202 (the "Motion") (Dkt. \_\_\_\_). The United States of America having consented to the relief requested by the Receiver in the Motion, upon due consideration of the Receiver's powers as set forth in the Consolidated Order and its predecessors (Dkts. 7, 44 and 177), the consent of the United States of

America, and applicable law, it is **ORDERED AND ADJUDGED** that the Motion is **GRANTED**.

The sale of the real property located at 13318 Lost Key Place, Lakewood Ranch, Florida 34202, legally described as:

**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,**

is hereby **APPROVED**. This transaction is pursuant to the Purchase and Sale Agreement attached as Exhibit 1 to the Motion, which consists of selling the above-stated property to Raymond Abreu. The sale will generate a gross recovery of \$1,100,000.00 for the Receivership Estate. As such, the Court finds the sale commercially reasonable, fair and equitable, and in the best interests of the Receivership Estate.

The Receiver empowered via this order will be conveying not only all the interest of the Receivership in the subject real property but also all of the ownership interest of the United States of America, which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in the US District Court for the Middle District of Florida – Tampa Division, on or about July 16, 2019.

The Receiver is hereby directed to transfer the real property located in Manatee County, Florida to Raymond Abreu free and clear of all claims, liens, and encumbrances (including without limitation the interest of the Receiver and the interest of the United States of America, which was obtained via that certain Final Judgment of Forfeiture in Case No. 8:19-cv-908-T-02AEP, rendered in the U.S. District Court for the Middle District of Florida – Tampa Division, on or about July 16, 2019), by way of a Receiver's Deed, pursuant to the Purchase and Sale Agreement.



**DONE** and **ORDERED** in chambers in Tampa, Florida this \_\_\_\_ day of November 2020.

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VIRGINIA M. HERNANDEZ COVINGTON  
UNITED STATES DISTRICT JUDGE

**COPIES FURNISHED TO:**

Counsel of Record