

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

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

Relief Defendants.

**THE RECEIVER’S UNOPPOSED, VERIFIED MOTION
TO APPROVE THE PRIVATE SALE OF REAL PROPERTY – SPECIFICALLY,
4058 FOUNDERS CLUB DRIVE, SARASOTA, FLORIDA 34240**

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 4058 Founders Club Drive, Sarasota, Florida 34240 (the “**Property**”) to Scott D. Roskam and Gina Ellis (the “**Purchasers**”) for \$195,000. A copy of the Purchase and Sale Agreement is attached as **Exhibit 1** (the “**PSA**”). As explained below, the Receiver believes the proposed sale is commercially reasonable and will result in a fair and equitable recovery for the Receivership Estate.

BACKGROUND

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

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2019, the Court entered a Consolidated Receivership Order (Doc. 177) (the “**Consolidated Order**”), which combined and superseded two prior orders (Docs. 7 & 44) and is now the operative document governing the Receiver’s activities.

The Procedures Applicable to Sales of Real Property

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

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

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

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

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

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

The Civil Forfeiture of the Property

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

On August 7, 2019, the DOJ filed a unopposed second motion for judgment of forfeiture regarding, in relevant part, the Property (FA Doc. 61), and the court in the Forfeiture Action granted the DOJ’s motion on August 20, 2019 (FA Doc. 63) (the “**Forfeiture Order**”). The court recognized claims against the Property, in relevant part, by (1) the Sarasota County Tax Collector and (2) the pertinent homeowners association. FA Doc. 63 at 3. The court then condemned and forfeited all right, title, and interest in the Property to the United States “for disposition according to law.” *Id.* at 4. The court held that “[c]lear title to the [Property] is now vested in the United States,” subject to the claims described above. *Id.*

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

The USMS and the Receiver executed an MOU, which establishes procedures for the liquidation of the Property (and others at issue in the Forfeiture Action). Doc. 105, Ex. B. According to the MOU, “[t]he Receiver has sole discretion to decide the logistics of the sale of the Forfeited Receivership Assets, on the terms and in the manner the Receiver deems most beneficial to the Receivership Estate and with due regard to the realization of the true and

proper value of such property.” *Id.* § VI.C. The MOU also recognizes that “[a]ll sales of Receivership Assets, including Forfeited Receivership Assets, must comply with the provisions set forth in the Receivership Orders [now, the Consolidated Order].” *Id.* § III. Finally, the MOU authorizes the Receiver to deduct certain “**Asset Expenses**” from the proceeds of the sale, which are defined as “direct expenses necessary to safeguard, maintain, advertise, and sell” the assets, including “closing costs, publication costs, and broker fees or commissions.” *Id.* § IV.D.

At closing, the Receiver and the United States will transfer the Property to the Purchaser, as set forth in the PSA.² After the Receiver sells the Property (or any other forfeited property), the Receiver will deduct any Asset Expenses and transfer the net proceeds to the USMS for deposit in the Department of Justice Asset Forfeiture Fund. *Id.* § IV.E. Once all properties have been sold, the Receiver will file a petition for remission with the DOJ, and the sale proceeds will be returned for distribution to defrauded investors through the ongoing claims process established by the Court. As noted above, the Court has already approved the MOU and its contents. *See* Docs. 105, 112.

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

Defendant Anile was the authorized representative of 4058 Founders Club Drive, LLC – the limited liability company that owned the Property until its forfeiture. The Property was purchased with scheme proceeds – *i.e.*, money contributed to the scheme by victim investors.

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

The Property is a 0.67 acre, 153' x 204' vacant lot consisting of 29,285 square feet.³ It was purchased for approximately \$190,000 in 2018. There is currently no mortgage on the property.

The Receiver's marketing efforts included listing the Property for sale on his website and retaining Coldwell Banker to advertise the Property through various means. The original list price was \$275,000. The list price was reduced to \$240,000 in November 2019. The sale price represents a gross recovery of \$195,000 for the ultimate benefit of the Receivership Estate and a profit of \$5,000 over the 2018 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 \$188,000 and \$195,000. As demonstrated by these exhibits, the \$195,000 sale price is at the top of this range and is thus fair and reasonable.

Section 2001(b) Publication

To satisfy the publication requirement of Section 2001(b), the Receiver will publish the terms of the sale for one day in the Sarasota Herald Tribune, which is regularly issued and of general circulation in the district where the Property is located. A copy of the notice is attached as **Exhibit 5**. The Receiver will also publish this motion and the notice on his website – www.oasisreceivership.com. No less than 10 days after publication of the notice, the Receiver will inform the Court whether any potential purchaser submitted a "bona fide offer," as

³ www.oasisreceivership.com/assets-for-sale/4058-founders-club-drive-lot/

contemplated by Section 2001(b). Given these circumstances and the existence of ready-and-willing Purchasers, the Receiver believes that approval of the proposed sale pursuant to the Liquidation Plan and Section 2001(b) is commercially reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate.

ARGUMENT

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

(court overseeing equity receivership enjoys “wide discretionary power” related to its “concern for orderly administration”) (citations omitted).

Given these principles, the Court should approve the proposed sale for at least six reasons. First, the Receiver is complying with Section 2001(b). Specifically, he obtained three BPOs, and the 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, \$128,444 based on an average of the three highest valuations. The \$195,000 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 \$195,000 for the ultimate benefit of the Receivership Estate and a profit of \$5,000 over the 2018 purchase price.

Third, the United States and the USMS are the only parties with an interest in the Property under the Forfeiture Order (aside from the forfeiture claimants who will be paid at closing), and both the United States and the USMS consent to the transaction, as evidenced below and in the PSA. The Receiver is not aware of any other encumbrances. Under such

circumstances, the Consolidated Order authorizes the Receiver (in conjunction with the United States) to transfer clear title to the Purchasers. *See* Doc. 177 ¶ 40.

Fourth, the existence of ready-and-willing Purchasers will ensure an efficient and cost-effective recovery for the Receivership Estate, and in the Receiver's opinion, the sale price is at or near the maximum price that can be anticipated for the sale of this residential home.

Fifth, sale of the Property will eliminate the Receiver's need to pay for additional upkeep and carrying costs on the Property, including insurance, property taxes, and HOA fees. To date, the Receiver has spent approximately \$7,600 maintaining and safeguarding the Property. The Receiver will recover those costs as Asset Expenses under the MOU.

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

CONCLUSION

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

LOCAL RULE 3.01(G) CERTIFICATION

Counsel for the Receiver has conferred with counsel for the CFTC and is authorized to represent to the Court that the CFTC has no objection to the requested relief. The United States also has no objection to the requested relief and consents to the sale of the Property and transfer of title, including the title of the United States, to the Purchasers, as reflected below and in the

PSA. Defendants Duran, Anile, Montie, Haas, and DaCorta have no objection to the relief requested in the motion. Relief defendant Fundadministration, Inc. also has no objection to the motion.

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 January 29, 2021, 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 73rd Place, 2nd Floor
Middle Village, NY 11379
gmarronelaw@gmail.com
Counsel for Defendant Joseph S. Anile, II

Michael DaCorta
13313 Halkyn Point
Orlando, FL 32832
cdacorta@yahoo.com

Respectfully submitted,

s/ Jared J. Perez

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

Counsel for the Receiver, Burton W. Wiand

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter “**Agreement**”), is entered into this 21st day of January 2021, by and between **Scott D. Roskam and Gina Ellis** (hereinafter, the “**Buyers**”) and **Burton W. Wiand, Receiver for 4058 Founders Club Drive, LLC** (hereinafter, the “**Receiver**” or “**Seller**”, and collectively with Buyers, 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 4058 Founders Club Drive, Sarasota, Florida 34240 and he is authorized sell Receivership Property with approval of the United States District Court for the Middle District of Florida; and

WHEREAS, 4058 Founders Club Drive, Sarasota, Florida 34240 (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, 4058 Founders Club Drive, 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 4058 Founders Club Drive, Sarasota, Florida 34240, better known as Sarasota County Property Appraiser’s Account Number 0220030023; 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 Buyers desire to purchase the Property pursuant to the terms and conditions set forth herein, and,

WHEREAS, the Buyers desire 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 Buyers agree 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-Hundred Ninety-Five Thousand Dollars (\$195,000.00).

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"). Buyers understand 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 Buyers' 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 Buyers 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) Buyers' quiet enjoyment of all assets assigned to and assumed by Buyers (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, Buyers 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 Buyers.

3. Escrow Agent and Earnest Money Deposits: Najmy Thompson, P.L. 1401 8th Avenue W., Bradenton, FL 34205 shall serve as the Escrow Agent. Within three (3) business days after full execution of this Agreement by the Parties the Buyers shall deposit the sum of Twenty-Five Thousand Dollars (\$25,000.00) 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 Buyers 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 Buyers withdraw 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 Buyers fails to perform under this Agreement except as to any rights the Buyers may have under paragraphs 5, 8, 9 or 10, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyers' failure to perform. In the event that the Court fails to approve this Agreement or the Buyers 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 Buyers shall have any further obligations hereunder to the other and the Earnest Money Deposit shall be delivered immediately to Buyers. Should Seller fail to perform any obligation under this Agreement for any other reason, the Buyers' sole remedy shall be to seek return of all funds deposited in connection with this Agreement.

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

6. Closing and Closing Agent: Unless extended by mutual agreement of the Parties, Closing shall take place within thirty (30) days after The United States District Court, Middle District of Florida's approval of the sale, with Buyers 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 Buyers together with all documents required to be deposited by Buyers 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: Buyers, at Buyers' cost and expense, may obtain evidence of title, a title abstract, title insurance and/or a survey of the

Property. At Closing, Buyers 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) Buyers' 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 Buyers hereunder, including without limitation, the cost of performance by Buyers 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, Buyers 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: Buyers acknowledge and agree 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. Seller and Buyers agree that there shall be **NO INSPECTION PERIOD**.

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, Buyers may declare this Agreement null and void or Buyers 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 Buyers 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 Buyers.

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 Buyers 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 Gary Hoskins of Coldwell Banker (**“Buyers’ 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 Buyers’ 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) Buyers 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 Buyers’ 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 January 21, 2021, and shall thereafter be withdrawn without notice. This Agreement, and any notices required or permitted to be given pursuant to this Agreement, shall be in writing and sent by overnight courier, prepaid, or hand delivered, transmitted by facsimile or e-mail, delivered personally or served by certified or registered mail, return receipt requested. Any facsimile or electronic signature shall be deemed to be an original.
- (g) Notices may be delivered to Seller at the email address bwiaand@wiandlaw.com or via Seller’s Agent at the email address lisa@marthathorn.com and to Buyers’ Agent

at the email address garyhoskinsrealtor@gmail.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".

BUYERS

Scott D. Roskam
dotloop verified
01/21/21 1:05 PM EST
VKZV-EUJ-KFGD-XOA2

Scott D. Roskam

SELLER

Burton W. Wiand
Burton W. Wiand, Receiver for 4058
Founders Club Drive, LLC

Gina Ellis
dotloop verified
01/21/21 1:04 PM EST
XPFL-THFJ-F0CP-F8DL

Gina Ellis

BROKERS' ACKNOWLEDGEMENT

Lisa Sullivan & Martha Thorn of Coldwell Banker Residential and Gary Hoskins of Coldwell Banker 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 agrees to the compensation structure set forth in paragraph 12 above. Any dispute concerning the compensation shall be resolved pursuant to paragraph 13(b) herein.

Lisa Sullivan
dotloop verified
01/21/21 1:03 PM EST
XFDH-AJZN-8QDE-YJVI

Lisa Sullivan
Coldwell Banker Residential
Seller's Agent

Martha Thorn
dotloop verified
01/21/21 1:10 PM EST
GE6A-FRDM-4WMQ-3SPB

Martha Thorn
Coldwell Banker Residential
Seller's Agent

Gary Hoskins
dotloop verified
01/21/21 1:37 PM EST
OIKF-GQWP-8T7N-RJQM

Gary Hoskins
Coldwell Banker
Buyers' Agent

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION

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

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

RECEIVER'S DEED

Prepared by:
Wiand Guerra King P.A.
5505 West Gray Street
Tampa, FL 33609

RECEIVER'S DEED

THIS INDENTURE, made as of the ____ day of _____ 2020, by and between **Burton W. Wiand, Receiver for 4058 Founders Club Drive, 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 "Grantees") 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 Grantees all of Grantor's right, title and interest in and to all that certain tract or parcel of land lying and being in Sarasota 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 August 20, 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 Grantees 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 4058
Founders Club Drive, 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 4058 Founders Club Drive, 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 Sarasota County, Florida – Specifically, 4058 Founders Club Drive, Sarasota, Florida 34240 (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 4058 Founders Club Drive, Sarasota, Florida 34240, also known as Sarasota County Property Appraiser's Account Number 0220030023, legally described as:

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

is hereby **APPROVED**. This transaction is pursuant to the Purchase and Sale Agreement attached as Exhibit ____ to the Motion. 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 August 20, 2019.

The Receiver is hereby directed to transfer the real property located in Sarasota 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 August 20, 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 D-5, FOUNDERS CLUB, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 44, PAGE 30, OF THE PUBLIC RECORDS OF SARASOTA COUNTY,
FLORIDA.**

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.

 1-22-2021

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

EXHIBIT 2

RE: 4058 Founders Club Dr, Sarasota, FL 34240

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 The Founders Club; an award-winning private golf club community located in Sarasota, Florida offering just 262 homes nestled along 700 acres of lakes, fairways, and nature preserves.

The property is known for its private amenities and golf country club. It is located minutes away from the country's best rated Gulf beaches.

The property is a vacant lot size .67 acres, 29,285 square feet.
It is situated in the private community of The Founders Club.
The property has assigned covered parking.
The property is located in a park-like setting along the golf course.

Reviewing the current market information, this property is located in it's own golf community, within The Founders Club. It contains one golf course, Robert Trent Jones Jr, private, member-owned, signature Championship Golf Course.

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

- 8835 COLONELS Founders Club, .37 acres, Sold \$155,000.
- 3727 CALEDONIA Founders Club, .45 acres, Sold \$216,200.
- 8859 COLONELS Founders Club, .46 acres, Sold \$219,000

Based on the review of the recent sales in comparison to the subject property, its location and the work needed to the subject property, I would suggest a sale price range of \$190,000 to \$195,000.

Thank you,
Kind Regards,
Vito



Vito Goffredo PLLC
GRI, PSA
USAF Veteran
941.716.6901
KW On The Water Sarasota
22 South Links Ave
Suite 200
Sarasota, FL 34236

EXHIBIT 3



RE: 4058 Founders Club Drive, Sarasota, FL, 34240

Tuesday, January 26, 2021

Thank you for the opportunity to provide our opinion of the value of 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 the Founders Club. The Founders Club is known for it's golfing community and having the ability to build a custom home.

The property is a 0.67-acre vacant lot. The subject lot backs up to a cut-through street making it have more road noise than other comparable lots. The highest and best use of the property is to build a single-family home.

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

- 8835 Colonels Ct. Sarasota, FL 34240

Sold \$155,000, 0.37 acres. Home-site backs up to the golf course

- 3354 Founders Club Dr. Sarasota, FL 34240

Sold \$184,000, 0.51 acres. Home-site backs up to a small lake and preserve

- 3727 Caledonia Ln. Sarasota, FL 34240

Sold \$216,000, 0.45 acres. Home-site backs up to a private preserve.

Based on the review of the recent sales in comparison to the subject property, I would suggest a sale price of \$188,000

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 4



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

January 27, 2021

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

RE: 4058 Founders Club Road, Sarasota, FL 34240

Dear Lisa:

The Founders Club is an exclusive area of 700 acres of lakes and exquisite landscaping. It offers only 262 sites for homes. There are lake front and preserve lots with homes starting in the \$900,000s, on good sized lots. It is a gated community that is located just 3 miles east of I-75 on Fruitville Road. Fruitville takes you downtown Sarasota and to the beaches very quickly. It offers an 18-hole golf course designed by Robert Trent Jones. The Founders Club Golf Club has only 275 memberships. Its club house was recently renovated in the last two years and has fine dining, casual dining, an exercise facility, and the golf center. There is also a tennis court in the Club.

The Founders Club does not have the CDD fees that are required for Lakewood Ranch. London Bay Homes has been the predominant builder in the area, but also, John Cannon, Lee Wetherington and Nelson Homes under Arthur Rutenberg, can build in the Founders Club.

The new expansion of Lakewood Ranch and the newest Village, Waterside, has brought an incredible growth to the area. The Centre for Performing Arts is moving from downtown Sarasota to Waterside Village and building a 70,000-foot theatre center. The village will have restaurants, shops, and almost 5200 homes offered. It has changed the entire area.

After reviewing the lots that have sold in the Founders Club, I have included several that I believe accurately reflect the value of the property.

8835 Colonels Court, is a 15,985 square foot open lot. It sold on September 23, 2020 at a price of \$155,000. The square foot price as \$418,910.

3727 Caledonia Lane, is a 19,442 square foot lot. It sold on September 23, 2020 at a price of \$216,200. The square footage cost was \$480,444.

3319 Founders Club Drive, is a 26,542 square foot preserve lot. It sold on June 6, 2020 at a price of \$250,000. It was a \$409,836 per square foot cost.

3354 Founders Club Drive, is a 22,159 square foot preserve lot. It sold on October 21, 2020 at a price of \$184,000. The square footage price was \$360,784.

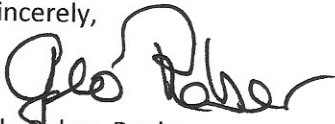
The subject lot, 4058 Founders Club Drive was listed at \$240,000. It offers 29,285 square feet. The square footage asking price was \$358,209 per square foot. It does have a road and some traffic behind it.

Comparing the prices with other lots in the Founders Club that have sold, and the square footage prices, I believe that this lot is fairly priced at \$240,000 and should sell between \$190,000 and \$195,000.

Please do not hesitate to contact me with any questions or if you need further information. My cell is 941.400.5384 and my e-mail is Glo.Reber@premiersir.com

Thank you!

Sincerely,



Glo Reber, Realtor

CRS, CIPS, SRES, ABR, e-PRO

Member of Institute for Luxury Home Marketing

Premier Sotheby's International Realty

EXHIBIT 5

NOTICE OF SALE

4058 Founders Club Drive
Sarasota, Florida 34240

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 4058 Founders Club Drive, Sarasota, Florida 34240 to Scott D. Roskam and Gina Ellis for \$195,000. 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

FUNDADMINISTRATION, 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 to Approve the Private Sale of Real Property – Specifically, 4058 Founders Club Drive, Sarasota, Florida 34240 (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 4058 Founders Club Drive, Sarasota, Florida 34240, also known as Sarasota County Property Appraiser's Account Number 0220030023, legally described as:

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

is hereby **APPROVED**. This transaction is pursuant to the Purchase and Sale Agreement attached as Exhibit 1 to the Motion. 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 August 20, 2019.

The Receiver is hereby directed to transfer the real property located in Sarasota County, Florida to Scott D. Roskam and Gina Ellis 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 August 20, 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 _____ 2021.

VIRGINIA M. HERNANDEZ COVINGTON
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record