

**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.

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**THE RECEIVER’S UNOPPOSED, VERIFIED MOTION TO APPROVE  
THE PRIVATE SALE OF REAL PROPERTY – SPECIFICALLY,  
4064 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 4064 Founders Club Drive, Sarasota, Florida 34240 (the “**Property**”) to Paul and Barbara Harder (the “**Purchasers**”) for \$1,875,000. 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).<sup>1</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 August 30, 2019, the DOJ filed a unopposed second motion for judgment of forfeiture regarding, in relevant part, the Property (FA Doc. 64),

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<sup>1</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.

and the court in the Forfeiture Action granted the DOJ's motion that same day (FA Doc. 65) (the "**Forfeiture Order**"). The court recognized claims against the Property, in relevant part, by (1) the Sarasota County Tax Collector, (2) the pertinent homeowners association, and (3) mortgagees Steven and Natalee Herrig (the "**Herrigs**"). FA Doc. 65 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 3. The court held that "[c]lear title to the [Property] is now vested in the United States," subject to the claims described above. *Id.* at 3-4.

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

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

defined as “direct expenses necessary to safeguard, maintain, advertise, and sell” the assets, including “closing costs, publication costs, and broker fees or commissions.” *Id.* § IV.D.

At closing, the Receiver and the United States will transfer the Property to the Purchaser, as set forth in the PSA.<sup>2</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 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**

Prior to the Receiver’s appointment, defendant Anile used the Property as his residence. The Property was purchased with scheme proceeds – *i.e.*, money contributed to the scheme by victim investors. It was owned by relief defendant 4064 Founders Club Drive, LLC, and defendant Anile was a principal of that entity. The Property contains approximately 7,230 square

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<sup>2</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.

feet, including five bedrooms, numerous bathrooms, a wine cellar, game room, theater room, and a pool. It appears to have been purchased on October 20, 2017 for approximately \$1,775,000. Steven and Natalee Herrig held a \$1,065,000 mortgage on the Property with a balloon payment due on October 20, 2021. The 2020 tax assessed value of the Property is \$1,365,100. The DOJ obtained a final judgment of forfeiture with respect to this Property on August 30, 2019. See FA Doc. 65.

The Receiver's marketing efforts included listing the Property on his website and retaining Coldwell Banker to advertise the Property through various means.<sup>3</sup> The Receiver initially listed the Property for \$2,250,000 and later reduced the price to \$1,950,000. A pre-existing water intrusion problem impeded the sale of the Property and caused several potential buyers to reject contemplated transactions. The Receiver resolved and remediated the problem, which facilitated this proposed sale. Given the 2017 purchase price, the \$1,875,000 sale price represents a gross profit of \$100,000 for the ultimate benefit of the Receivership Estate. It is also \$510,000 above the Property's 2020 tax assessed value.

To further ensure the fairness of the sale price, the Receiver has obtained a broker's price opinion from each of three disinterested sources, which are

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<sup>3</sup> [www.oasisreceivership.com/assets-for-sale/4064-founders-club-drive/](http://www.oasisreceivership.com/assets-for-sale/4064-founders-club-drive/).

attached as **Exhibits 2-4** (the “**BPOs**”). According to the BPOs, a reasonable sale price for the Property would be between \$1,830,000 and \$1,878,000. As demonstrated by these exhibits, the \$1,875,000 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](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 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, \$1,235,111.11 based on an average of the three highest valuations. The \$1,875,000 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 profit of \$100,000 over the 2017 purchase price, and it is also \$510,000 above the 2020 tax assessed value.

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, including the Herrigs who will be paid at closing pursuant to a

settlement agreement in the Forfeiture Action), 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 encumbrances aside from the forfeiture claimants. 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 \$80,000 maintaining and safeguarding the Property and remediating the water intrusion issue. 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. Fundadministration, Inc. is no longer a party to this action.

### **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 April 19, 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 73<sup>rd</sup> Place, 2<sup>nd</sup> Floor  
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Respectfully submitted,

**s/ Jared J. Perez**

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*Counsel for the Receiver, Burton W.  
Wiand*

# **EXHIBIT 1**

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter “**Agreement**”), is entered into this 22nd day of March 2021, by and between **Paul Harder and Barbara Harder** (hereinafter, the “**Buyers**”) and **Burton W. Wiand, Receiver for 4064 Founders Club Drive, LLC (formerly known as 4046 Founders Club Drive, LLC** and 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 4064 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**, 4064 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**, 4064 Founders Club Drive, LLC (formerly known as 4046 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 4064 Founders Club Drive, Sarasota, Florida 34240, better known as Sarasota County Property Appraiser’s Account Number 0220030024; 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 Million Eight Hundred Seventy-Five Thousand Dollars (\$1,875,000.00).

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. Buyers shall make a second Earnest Money Deposit in the amount of Seventy-Five Thousand Dollars (\$75,000.00) within one days of satisfactory completion of the Inspection Period (defined in Paragraph 9 below). Subsequent to the satisfaction of the contingencies outlined in this Agreement, the Earnest Money Deposit(s) 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 Deposits 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.

With prior notice to and approval from Seller, Seller does hereby grant to Buyers and their authorized agents the right, at Buyers' sole risk, cost and expense, for a period of fifteen (15) 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 Buyers, and to determine the physical condition of the Property. Buyers agree 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 Buyers' 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.

Buyers shall make a second Earnest Money Deposit in the amount of Seventy-Five Thousand Dollars (\$75,000.00) within one days of satisfactory completion of the Inspection Period (as provided for in Paragraph 3 above).

**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 Joel Schemmel of Premier Sotheby’s International Realty (“**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.

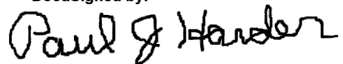
**13. Items Included in Sale:** The furniture and personal items identified on the list attached hereto as Exhibit “C”.

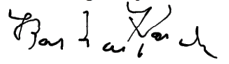
**14. General Provisions:**


- (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 March 22, 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 [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 Buyers' Agent at the email address [Joel.Schemmel@premiersir.com](mailto:Joel.Schemmel@premiersir.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 "D".

BUYERS  
DocuSigned by:  
  
04C9D83B999D4D6...  
Paul Harder  
3/21/2021

DocuSigned by:  
  
A6A3FDDE347AA467...  
Barbara Harder  
3/21/2021

SELLER  
  
Burton W. Wiand, Receiver for 4064  
Founders Club Drive, LLC (f/k/a 4046  
Founders Club Drive, LLC)

### **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  
03/21/21 8:51 PM MDT  
YXZE-A5ZN-0VPL-KMDE

Lisa Sullivan  
Coldwell Banker Residential  
Seller's Agent

*Martha Thorn* dotloop verified  
03/22/21 8:35 AM  
EDT  
IV08-P0S9-KK8P-1JJV

Martha Thorn  
Coldwell Banker Residential  
Seller's Agent

DocuSigned by:  
*Joel Schemmel*

05CAB23CF00D4B8  
Joel Schemmel

Premier Sotheby's International Realty  
Buyers' Agent



**EXHIBIT A TO PURCHASE AND SALE AGREEMENT**

**LEGAL DESCRIPTION**

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

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**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 4064 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 30, 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 4064  
Founders Club Drive, LLC

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

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

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

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by  
Burton W. Wiand, Receiver for 4064 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, 4064 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 4064 Founders Club Drive, Sarasota, Florida 34240, also known as Sarasota County Property Appraiser's Account Number 0220030024, legally described as:

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

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 30, 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 30, 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

**EXHIBIT 2 TO RECEIVER'S DEED**

**LEGAL DESCRIPTION**

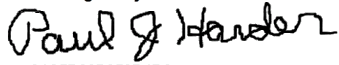
LOT D-4, FOUNDERS CLUB, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF  
RECORDED IN PLAT BOOK 44, PAGE 30, OF THE PUBLIC RECORDS OF SARASOTA COUNTY,  
FLORIDA.

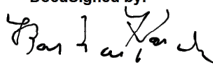
**EXHIBIT C TO PURCHASE AND SALE AGREEMENT**

**FURNITURE AND PERSONAL ITEMS INCLUDED IN SALE**

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2 sofa's  
1 chair and ottoman  
2 high back old chairs  
2 sofa table  
1 stationary bike from Desert Ridge house  
2 bedroom end tables  
1 lamp  
2 white small table  
1 bookcase (bottom is broken)  
1 bed frame  
1 bedroom hutch  
1 armoire  
Large dining room table with 8 chairs and a marble top hutch type cablnet.

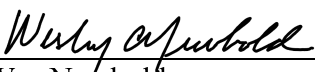
DocuSigned by:  
  
04C5D83B959D4D6...

DocuSigned by:  
  
AEA3FDEE34AA487...

**EXHIBIT D 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.

 3-22-2021  
\_\_\_\_\_  
Wes Newbold  
Chief  
Asset Management  
Asset Forfeiture Division  
US Marshals Service  
703-740-3970 direct  
202-738-3290 cell  
[wesley.newbold@usdoj.gov](mailto:wesley.newbold@usdoj.gov)

# **EXHIBIT 2**





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

April 14, 2021

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

RE: 4064 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 \$800,000s, 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 homes that have sold in the Founders Club, I have included several that I believe accurately reflect the value of the property.



3755 Founders Club Drive, was built in 2015. It is a 4,075 square foot home, with 4 bedrooms, 4 ½ baths on a .66-acre water lot. It was sold on March 30, 2021 at \$1,625,000, 95.9% of the asking price. The square footage price was \$398.77.

4009 Founders Club Drive is a 6,000 sq. ft. home, built in 2007, with 5 bedrooms, 4 full baths and 2 half baths on a .67-acre golf course lot. It boasts a second floor with bonus space and bedrooms. It was sold on March 31, 2021 at \$1,750,000, 97.3% of the asking price. The square footage price was \$291.67.

3331 Founders Club Drive, is a 4,114 square foot home with 4 bedrooms, and 4 ½ baths on a .61-acre water and golf lot. It sold on January 28, 2021 at \$1,533,000 at 97.1% of the asking price. The square footage price was \$372.63.

The subject lot, 4064 Founders Club Drive was built in 2008. It was listed at \$1,950,000. It offers 6,813 square feet. It is on a .74 of an acre preserve lot. The square footage asking price \$286.22 per square foot.

The home was on the market for 466 days, indicating its starting price of \$2,250,000 was too high. This home does need some updating but it has some unique features as well as an imposing presence. It does have a Tuscan design which is quite prevalent in the Founders Club. It is not on a water lot, and that does have a slight negative impact.

The days on market can be deceiving as 3331 Founders Club Drive was on the market for about 3 years, at a higher price, so the days on market of 64 days was not accurate. This home does need some improvements. I am comparing the price with other homes in the Founders Club that have sold, and the square footage prices. I believe that this home should sell between \$1,865,000 and \$1,878,000, notwithstanding improvements.

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](mailto: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 3**



RE: 4064 Founders Club Drive Sarasota, FL 34240

Friday, April 9, 2021

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; known for its luxurious lifestyle and golf. It features a Robert Trent Jones Jr. designed golf course along with a 24,000 sqft clubhouse. There are over 100 acres of lakes and natural wetlands throughout the course and home areas.

The property is a single family residence located in the Founders Club. This property has 5 bedrooms and 4 full bathroom and 3 half bathrooms being 6,813 sqft. It sits on a 3/4 acre lot and has a 4 car garage. The property has premium appliances in the kitchen along with a separate media room with built in speakers.

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

- 4009 Founders Club Drive, Sarasota FL, 34240

Sold \$1,750,000, 6,000 SqFt, 5 bedroom, 4 bathroom, 2 half-bath, 0.67 acre lot, 4 car garage

- 3284 Founders Club Drive, Sarasota, FL 34240

Sold \$1,069,000, 3,968 SqFt, 4 bedroom, 4 full bath, 1 half bath, 0.60 acre lot, 3-car garage

- 3331 Founders Club Drive, Sarasota FL, 34240

Sold \$1,533,000, 4,114 Sqft, 4 bedroom, 4 bathroom, 1 half bath, 0.61 acre 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 \$1,830,000

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**



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

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## BPO 4064 Founders Club Dr Sarasota, FL 34240

1 message

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

Wed 4/14/2021

To: Lisa Sullivan lisa@marthathorn.com

RE: 4064 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 Founders Club; known for its 700 acres of natural landscape, a Robert Trent Jones Jr golf course and all the shopping and dining Sarasota has to offer. Limited to only 275 golf memberships.

The property is known for its amenities and golf. Sarasota's most distinguished homebuilders have been part of shaping the residential character of this gorgeous property. Only 262 homes on 700 acres. 24,000 - square foot Clubhouse with full social/dining. Har-Tru® Tennis Courts, Fitness Center and Paved Walk Paths and Jogging Paths.

The property is a single family, lake/pond view, residence located in The Founders Club. It is situated on an oversized lot-1/2 acre to less than 1 acre.

The property has a 4 car-split garage.

This home features interior upgrades, including the best kitchen appliances, and two dishwashers.

This home features a movie theater room fully equipped with a sound system.

The highest and best use for this property is owner occupied that can be leased with Association approval.

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.

- 4016 Mayors, Founders Club, FL, Sold \$1,025,000, 4,607 Sq Ft, Attached 4 Car Garage, Lot Size 2,377 Sq Ft.
- 4009 Founders Club, FL, Sold \$1,750,000, 6,000 Sq Ft, Attached 4 Car Garage, Lot Size 2,9287 Sq Ft.
- 8260 Roseburn, Founders Club FL, Sold \$2,750,000, 6053 Sq Ft, Attached 4 car garage, Lot Size 3,4479 Sq Ft.

Based on the review of the recent sales in comparison to the subject property, it's condition, location, and current market conditions, I would suggest a sale price range of \$1,850,000.

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

Regards,  
Vito Goffredo



**Vito Goffredo PLLC**  
**GRI, PSA**  
**941.716.6901**

**KW On The Water**  
**1549 Ringling Blvd Suite 600**  
**Sarasota, Florida 34236**

# **EXHIBIT 5**



NOTICE OF SALE

4064 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 4064 Founders Club Drive, Sarasota, Florida 34240 to Paul and Barber Harder for \$1,875,000.00. 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 (727) 235-6769.

# **EXHIBIT 6**

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

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.

\_\_\_\_\_ /

**ORDER**

Before the Court is the Receiver’s Unopposed, Verified Motion to  
Approve the Private Sale of Real Property – Specifically, 4064 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 4064 Founders Club Drive, Sarasota, Florida 34240, also known as Sarasota County Property Appraiser’s Account Number 0220030024, legally described as:

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

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 30, 2019.

The Receiver is hereby directed to transfer the real property located in Sarasota County, Florida to Paul and Barbara Harder 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 30, 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.

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VIRGINIA M. HERNANDEZ COVINGTON  
UNITED STATES DISTRICT JUDGE

**COPIES FURNISHED TO:**  
Counsel of Record