

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES
TRADING COMMISSION,

Plaintiff,

v.

Case No. 8:19-cv-00886-VMC-SPF

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 FOUNDERSCLUB DRIVE,
LLC; 6922 LACANTERA CIRCLE,
LLC; 13318 LOST KEY PLACE, LLC;
and 4OAKS LLC,

Relief Defendants.

MOTION TO DISMISS: JUDGMENT REQUESTED

1. Comes now Michael J. DaCorta, pro se Defendant, and moves this court for judgment on the pleadings without hearing or argument:
2. For violations of Federal Rules of Civil Procedure (FRCP), Rules 11(b)(2); and
3. Pursuant to FRCP, Rule 12(b)(1) Lack of subject-matter jurisdiction; and
4. Pursuant to FRCP, Rule 12(b)(6) Failure to State a Claim; and
5. As frivolous per *Moreland v. Wharton*, 899 F.2d 1168, 1170 (11th Cir. 1990); and
6. Per FRCP, Rule 41(b) Involuntary Dismissal.

FACTS

7. Attorney Joseph S. Anile II was sole attorney for OIG.
8. Defendant trusted and relied solely on Attorney Joseph S. Anile II for all legal matters pertaining to OM and OIG business conduct.
9. Oasis International Group Ltd (OIG) is a Cayman Islands Limited corporation.
10. Oasis Management, LLC (OM) is a Wyoming limited liability corporation.
11. Satellite Holdings, Company (Satellite) is a South Dakota corporation.
12. OIG is a diversified corporation engaged in selected investments designed to produce diversified revenue streams from real estate purchases and

sales; business purchases, operations, and sales; Foreign Exchange Trading; precious metal investing, and other things.

13. Mainstream Fund Services, Inc. is a third-party administrator for the financial services industry.
14. Bowling Green Capital Management LLC was set up for Joseph Anile's personal purposes prior to the formation of OIG. The only signatories on Bowling Green's account were Joseph and Mary Anne Anile. No other Defendant had any responsibility or authority respecting the operations of Bowling Green.
15. Lagoon Investments, Inc. was set up for the purchase of real estate but was not used for that purpose nor for any purpose after the purchase of 444 Gulf of Mexico Drive.
16. Roar of the Lion Fitness, 6922 Lacantera Circle, LLC and condominiums located at 16804 Vardon Terrace, No. 108 and 16904 Vardon Terrace, No. 106, 1706 Vardon Terrace, No. 105 were owned by OM.
17. The mortgage for 16804 Vardon Terrace, No. 307 was held by OM.
18. 444 Gulf of Mexico Drive, LLC; 4064 Founders Club Drive, LLC; 4058 Founders Club Drive, LLC; 7312 Desert Ridge Glen; 6300 Midnight Pass Road; 13318 Lost Key Place, LLC were assets wholly owned by OIG.
19. All properties owned by OM and OIG were collateralized on OIG's trading platform at ATC Brokers, London. Defendant trusted and relied solely on counsel, attorney Joseph S. Anile II, regarding this legal issue.

20. Oasis Global FX, Ltd, and Oasis Global FX, S.A. are Foreign Exchange (Forex) broker-dealers wholly owned or controlled by OIG.
21. OIG traded Forex solely for its own account and never offered any form of retail Forex products or services to any other party.
22. OIG did not trade for individual U.S. residents in any capacity. Trades were executed exclusively on behalf of an eligible contract participant pursuant to 7 U.S.C. 1a(18). Defendant trusted and relied solely on counsel, attorney Joseph S. Anile II, regarding this legal issue.
23. OM was an “eligible contract participant” as defined by 7 U.S.C. §1a(18)(A)(v)(III)(aa-bb). (See Exh. A(18)). Defendant trusted and relied solely on counsel, attorney Joseph S. Anile II, regarding this legal issue.
24. OIG was an “eligible contract participant” as defined by 7 U.S.C. §1a(18)(A)(v)(III)(aa-bb). (See Exh. A(18)). Defendant trusted and relied solely on counsel, attorney Joseph S. Anile II, regarding this legal issue.
25. Defendant trusted and relied solely on counsel of OIG attorney Joseph S. Anile II that all trading for OM and OIG was to be done on its own corporate account as an eligible contract participant, Per 7 U.S.C. 2(c)(2)(B)(i)(II) and that neither OM nor OIG offered Forex retail services.
26. Paragraph 1 of the Amended Complaint (Doc. 110) states, in part, “Defendants have fraudulently solicited hundreds of members of the public (“pool participants”) to invest approximately \$75 million **in two**

commodity pools—Oasis Global FX, Limited and Oasis Global FX, SA—that purportedly would trade in forex.” [emphasis added] (*See* Exh. A(10) for definition of “commodity pools”).

27. As CEO of OIG, which controlled Oasis Global FX, Ltd (OGLtd) and Oasis Global FX, S.A. (OGSA), Defendant solicited no funds for OGLtd or OGSA, nor was Defendant CEO of any commodity pool as 7 U.S.C. 1a(10) defines a commodity pool.
28. Defendant did not operate a commodity pool as defined by 7 U.S.C. 1a(10).
29. Defendant did not act as a “commodity pool operator” (CPO) as defined by 7 U.S.C. 1a(11). (*See* Exh. A(11)).
30. Lenders to OIG cannot be construed as “pool participants” since no pool (as conflated from “commodity pool” in Doc. 110, ¶ 1) existed.
31. Doc. 110, ¶¶ 11, 12, 13, 102, 134 and 154 state that OIG and/or OM, and/or Satellite Holdings acted as a commodity pool operator (“CPO”).
32. Doc. 110, ¶ 154 accuses OIG, OM and Satellite Holdings of acting as CPOs as defined by 7 U.S.C. §1a(11).
33. Doc. 110, ¶¶ 17, 138 and 159 accuse Defendants DaCorta, Montie, Duran, and/or Haas of being associated persons (“APs”) of a CPO as defined by C.F.R. § 1.3.
34. Doc. 110, ¶¶ 14, 16, 17, and 18, accuse Defendants DaCorta, Montie, Duran, and/or Haas of being APs of a CPO.

35. Doc. 110, ¶¶ 161 and 165 accuse Defendants DaCorta, Montie, Duran, and/or Haas of being APs of a CPO as defined by C.F.R. § 5.1(d)(2).
36. Defendant did not serve or act as an “associated person” (AP) as defined under 7 U.S.C. 1a(3-4). (*See* Exh. A(3-4)).
37. Defendant did not operate, manage, or otherwise engage in retail foreign exchange.
38. Section 7 U.S.C. §2(c)(2)(D)(i), which defines the CFTC’s jurisdiction over commodity pool transactions (which are implicitly referenced by all paragraphs of the Amended Complaint that refer to alleged Defendant retail forex operations) explicitly excludes jurisdiction over trading activities in which Defendant participated—all of which he engaged in as an eligible contract participant. (*See* Exh. B(4)).
39. Doc. 110, ¶ 2 states that “Defendants made material misrepresentations” that “(1) all pool funds would be used to trade forex.” This is untrue, as is paragraph 42(a). Defendant did not operate a [commodity] “pool” and specifically stated that only a small portion of received funds would be used for Forex trading.
40. Doc. 110, ¶ 2 states that “Defendants made material misrepresentations” that (2) “pool participants would receive a minimum 12% guaranteed annual return from this forex trading.” There were no “pool participants” because there was no (commodity) pool. Every lender was informed that

the promised 12% annual return was earned from Spreads and other investments, and not garnered from trading profits or losses.

41. Contrary to Doc. 110, ¶ 2(3), interest earned from spreads was accurately reported.
42. Contrary to Doc. 110, ¶ 2(5) and 42(e), Defendant never represented that earnings would be derived from profitable trading. Spreads are earned regardless of a trade's profitability or loss.
43. Lenders understood and accepted the risks undertaken and authenticated as much by acceptance of a personal Promissory Note & Agreement, without acceptance of which their funds were either returned or refused. (Exh. E).
44. Contrary to Doc. 110, ¶ 3, excepting Mainstream Fund Services and Bowling Green Capital, Relief Defendants were all legally operated assets of the parent companies and served as collateral for loans.
45. Defendant did not create nor issue false account statements as alleged in Doc. 110, ¶ 4.
46. Doc. 110, ¶ 22 is indefensibly meaningless and misleading because Roar of the Lion was wholly owned by Oasis Management, LLC and there were no "pool funds" as alleged.
47. 444 Gulf of Mexico Drive was owned, not managed, by OIG and was a collateralized property asset of the Company. (*See* Doc. 110, ¶ 23)

48. Doc. 110, ¶¶ 40, 75, 80, and 81 represents that positions were traded at 100:1 leverage, which was never done.
49. Regarding Doc. 110, ¶¶ 80 & 81, since earnings were gained on spreads and not necessarily on trading profits, it was in no way unreasonable for Defendant to make the representations alleged.
50. The corporations Defendant headed up, OIG and OM, operated no commodity pools and transacted no “retail forex transactions.” Neither of these functions were offered or engaged in while Defendant was CEO of OIG and OM. Therefore, neither OIG nor OM could have acted as a CPO. (See Doc. 110, ¶ 102 of the Complaint).
51. As CEO of OIG and OM, Defendant trusted and relied solely on the affirmation of counsel, attorney Joseph S. Anile II, that the corporations Defendant headed up were all statutorily exempt from registering as CPOs because they do and did not qualify as a Commodity Pools (See 7 U.S.C. 1a(10)). (See Doc. 110 ¶ 103).
52. Contrary to allegation in Doc. 110, ¶ 105 Defendant did not act as an AP of a CPO because no retail forex transactions were engaged in Defendant and CPO existed with which he was associated.
53. All paragraphs that refer to “pools” (which is without exception a conflation of or abbreviation for “commodity pools”) or to Defendant acting in the capacity of CPO or AP, or to any retail forex operation ascribed to him contain false and misleading statements.

54. Defendant relied solely upon OIG Counsel, Joseph S. Anile II's representation that the Promissory Note and Agreement prepared by Counsel and authorized by Lenders was not required to include a cautionary statement regarding risks for foreign futures contracts and retail forex trading because neither activity was engaged in by OIG. (*See* Doc. 110, ¶ 111).
55. Oasis was not dissolved, was not insolvent, nor about to be insolvent; nor did Oasis forfeit its corporate rights, nor ever fail to lawfully meet any financial obligation. All claims or implications to the contrary are false and materially damaging to the Defendant, his company, and reputation.
56. Defendant did not operate a Ponzi scheme nor anything in the likeness of one.

MEMORANDUM OF LAW

VIOLATION OF FRCP, RULES 11(b)(2)

57. The Rules state:
- 11(b) REPRESENTATIONS TO THE COURT. By presenting to the court a pleading, written motion, or other paper—whether by signing, filing, submitting, or later advocating it—an attorney or unrepresented party certifies that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:
- (2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law;

58. The Commodity Futures Trading Commission (CFTC) violated Rule 11(b)(2) by submitting claims and legal contentions in a Complaint that were unwarranted by existing law.

59. The CFTC made the the following claims (among others) and/or legal contentions that were unwarranted by existing law and unsupported by evidence:

- That Oasis Global FX, Limited and Oasis Global FX, SA were commodity pools. (*See* Doc. 110, ¶ 1).
- That Defendants “misappropriated the majority of pool participant’s funds and issued false account statements.” (*See* Doc. 110, ¶ 1).
- That “Defendants made material misrepresentations” that “(1) all pool funds would be used to trade forex.” (*See* Doc. 110, ¶ 2).
- That “Defendants made material misrepresentations” that (2) “pool participants would receive a minimum 12% guaranteed annual return from this forex trading.” (*See* Doc. 110, ¶ 2).
- That interest earned from spreads was not accurately reported. (*See* Doc. 110, ¶ 2(3)).
- That Defendant represented that earnings would be derived from profitable trading. (*See* Doc. 110, ¶ 2(5) and 42(e)).
- That “Defendants misappropriated over \$28 million in pool funds to make Ponzi-like payments.” (*See* Doc. 110, ¶ 3).

- That “Defendants misappropriated over \$18 million of pool funds.”
(*See* Doc. 110, ¶ 3).
- That Defendants violated 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6k(2), 6m(1), 6o(1)(A)-(B), 2(c)(2)(iii)(I)(cc). (*See* Doc. 110, ¶ 5).
- That Defendants violated 17 C.F.R. § 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), 5.3(a)(2). (*See* Doc. 110, ¶ 5).
- That “Unless restrained and enjoined by this Court, Defendants will likely continue to engage in acts and practices alleged.” (*See* Doc. 110, ¶ 6).
- That Defendants solicited and accepted funds for Oasis Pools. (*See* Doc. 110, ¶¶ 32 & 42).
- That OIG and/or OM, and/or Satellite Holdings acted as a commodity pool operator (“CPO”). (*See* Doc. 110, ¶¶ 11, 12, 13, 102, 134 and 154).
- That OIG, OM and Satellite Holdings acted as CPOs as defined by 7 U.S.C. §1a(11). (*See* Doc. 110, ¶ 154).
- That Defendants DaCorta, Montie, Duran, and/or Haas of being associated persons (“APs”) of a CPO as defined by C.F.R. § 1.3. (*See* Doc. 110, ¶¶ 17, 138 and 159).
- That Defendants DaCorta, Montie, Duran, and/or Haas acted as APs of a CPO. (*See* Doc. 110, ¶¶ 14, 16, 17, and 18).

- That Defendants DaCorta, Montie, Duran, and/or Haas of being APs of a CPO as defined by C.F.R. § 5.1(d)(2). (See Doc. 110, ¶¶ 161 and 165).
- That Forex trading positions were traded at 100:1 leverage. (See Doc. 110, ¶¶ 40, 75, 80, and 81).
- That Defendant made unreasonable representations. (See Doc. 110, ¶¶ 80 & 81).
- That Defendant acted as an AP of a CPO. (See Doc. 110, ¶ 105).

RULE 12(b)(1) LACK OF SUBJECT-MATTER JURISDICTION

60. To bring a case in federal district court, “a right or immunity created by the Constitution or laws of the United States must be an element, and an essential one, of the plaintiff’s cause of action A genuine and present controversy, not merely a possible or conjectural one, must exist with reference thereto” (*Gully v. First Nat. Bank*, 299 U.S. at 112–13 (1936). Compare *Wheeldin v. Wheeler*, 373 U.S. 647 (1963), with *Bivens v. Six Unknown Named Agents*, 403 U.S. 388 (1971). See also *J. I. Case Co. v. Borak*, 377 U.S. 426 (1964); *Smith v. Kansas City Title & Trust Co.*, 255 U.S. 180 (1921)).

Constitution of the United States Annotated-2017.pdf, p.806.

61. The determination as to whether a case invokes federal-question jurisdiction is made on the basis of the Plaintiff’s pleadings and not upon the Defendant’s response, or the facts as they may develop. (See generally *Merrell Dow Pharmaceuticals, Inc. v. Thompson*, 478 U.S. 804 (1986); *Franchise Tax Bd. v. Construction Laborers Vacation Trust*, 463 U.S. 1 (1983)).

62. In *Hawes v. Gleicher*, the 11th Circuit Court of Appeals held that:

Article III of the Constitution confines the reach of federal jurisdiction to “Cases” and “Controversies.” *Alabama–Tombigbee Rivers Coal. v. Norton*, 338 F.3d 1244, 1252 (11th Cir.2003) (quoting U.S. Const. art. III, § 2); *see also, Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560, 112 S.Ct. 2130, 2136, 119 L.Ed.2d 351 (1992) (“[S]tanding is an essential and unchanging part of the case-or-controversy requirement of Article III.”). At an irreducible constitutional minimum, a plaintiff must show an injury-in-fact, a causal connection between the injury and the defendant's conduct, and a likelihood that the injury will be redressed by a favorable decision from the court. *Lujan*, 504 U.S. at 560, 112 S.Ct. at 2136. “In addition to these three constitutional requirements, the Supreme Court has held that prudential requirements pose additional limitations on standing.” *Wolff v. Cash 4 Titles*, 351 F.3d 1348, 1353 (11th Cir.2003). For example, a party “generally must assert his own legal rights and interests and cannot rest his claim to relief on the legal rights or interests of third parties.” *Warth v. Seldin*, 422 U.S. 490, 499, 95 S.Ct. 2197, 2205, 45 L.Ed.2d 343 (1975).

Hawes v. Gleicher, 745 F.3d 1337, 1341–42 (11th Cir. 2014).

63. Because OIG was an eligible contract participant, Per 7 U.S.C. 2(c)(2)(B)(i)(II) the CFTC lacked jurisdiction over the operations of OIG. (See Exhibits A(18) and B(2)).
64. The CFTC had no right created by the Constitution or laws of the United States to bring any claimed cause of action.
65. No case or controversy existed between Plaintiff and Defendant.
66. The Court lacked subject-matter jurisdiction.
67. No debtor is specifically identified in the Complaint, nor has Defendant hindered, delayed, or defrauded the United States, nor converted or attempted to convert Defendant property into money or securities or evidence of debt with the effect of hindering, delaying, or defrauding the U.S. nor evaded service of process by concealing themselves nor been

temporarily withdrawn from the jurisdiction of the U.S. with the effect of hindering, delaying, or defrauding the U.S..

68. No Declaration filed in support of the Complaint 1) specified the amount of the debt or 2) showed grounds to believe that the (unspecified) debtor was about to leave the jurisdiction of the U.S. to hinder, delay, or defraud the U.S.'s effort to recover, or was about to assign, dispose, remove, conceal, waste, or destroy property in order to hinder, delay, or defraud the U.S. or was about to convert the debtor's property into money, securities, in order to hinder, delay, or defraud the U.S..
69. There is no injury-in-fact to Plaintiff.

RULE 12(b)(6) FAILURE TO STATE A CLAIM

70. In *Wilding v. DNC Servs. Corp*, the court held as follows:

Article III of the Constitution limits the jurisdiction of federal courts to “cases” and “controversies,” and “[s]tanding to sue is a doctrine rooted in the traditional understanding of a case or controversy.” *Spokeo, Inc. v. Robins*, — — U.S. — —, 136 S. Ct. 1540, 1547, 194 L.Ed.2d 635 (2016) (quotation marks omitted). To have standing, plaintiffs must therefore establish that they “(1) suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision.” *Id.*

The three elements of Article III standing—*injury, causation, and redressability*—must be supported “with the manner and degree of evidence required at the successive stages of the litigation.” *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 561, 112 S.Ct. 2130, 119 L.Ed.2d 351 (1992). *See also 31 Foster Children v. Bush*, 329 F.3d 1255, 1263 (11th Cir. 2003) (“How much evidence is necessary to satisfy [the standing requirement] depends on the stage of litigation at which the standing challenge is made.”). At the “pleading stage, general factual allegations of injury resulting from the defendant’s conduct may suffice, for on a motion to dismiss we ‘presum[e] that general allegations embrace those specific facts that are necessary to support the claim.’” *Bennett v. Spear*, 520 U.S. 154, 168, 117 S.Ct. 1154, 137 L.Ed.2d

281 (1997) (citation omitted). *See also Moody v. Warden*, 887 F.3d 1281, 1286 (11th Cir. 2018).

“At least one plaintiff must have standing to seek each form of relief requested in the complaint.” *Town of Chester v. Laroe Estates, Inc.*, ___ U.S. ___, 137 S. Ct. 1645, 1651, 198 L.Ed.2d 64 (2017). *See also id.* at 1650 (standing must exist “for each claim and . . . for each form of relief that is sought”).

Wilding v. DNC Servs. Corp., 941 F.3d 1116 (11th Cir. 2019)

71. “If a *plaintiff* does not have statutory standing, he lacks a cause of action, and the action should be dismissed under Federal Rule of Civil Procedure 12(b)(6).” (*Walker v. New Orleans City, La.*, No. 16-31229, 2017 WL 3467879, at *1 (5th Cir. Aug. 11, 2017) (per curiam) (citing *Malvino v. De lluniversita*, 840 F.3d 223, 229–30 (5th Cir. 2016); *Harold H. Huggins Realty, Inc. v. FNC, Inc.*, 634 F.3d 787, 795 n.2 (5th Cir. 2011))

Royal v. Boykin, CIVIL ACTION No. 1:16-cv-00176-GHD-RP, at *4 (N.D. Miss. Sep. 5, 2017)).

72. The Complaint contains Five Counts, which must provide the requisite statutory standing needed to sustain the CFTC’s cause of action.
73. No Count offers a statutory foundation for a cause of action.
74. The Complaint offers no subject matter jurisdiction.
75. Count One claims Violations of 7 U.S.C. § 6b(a)(2)(A)–(C) and 17 C.F.R. § 5.2(b).
76. Because no contract of sale of any commodity for future delivery or swap was ever made, Defendant did not violate 7 U.S.C. § 6b(a)(2)(A)–(C). (*See Exhs. A(13) and B(3)*). Defendant trusted and relied solely on counsel, attorney Joseph S. Anile II, regarding all legal matters.
77. 17 C.F.R. § 5.2(b) prohibits certain activities related to or in connection with retail forex transactions. (*See* ¶ 122[i] of the Complaint).

78. Defendant did not operate, promote, or otherwise engage in retail Forex transactions.
79. Defendant did not violate 17 C.F.R. § 5.2(b). Defendant trusted and relied solely on counsel, attorney Joseph S. Anile II, regarding all legal matters.
80. Count One presents no cause of action against Defendant and therefore fails to state a claim for which relief may be granted.
81. Count Two claims violations of 7 U.S.C. § 6o(1)(A)–(B).
82. 7 U.S.C. § 6o(1)(A)–(B) pertains exclusively to any “commodity trading advisor, associated person of a commodity trading advisor, commodity pool operator, or associated person of a commodity pool operator”.
83. 7 U.S.C. § 6o(1)(A)–(B) does not pertain to Defendant.
84. Defendant did not violate 7 U.S.C. § 6o(1)(A)–(B). Defendant trusted and relied solely on counsel, attorney Joseph S. Anile II, regarding all legal matters.
85. Count Two presents no cause of action against Defendant and therefore fails to state a claim for which relief may be granted.
86. Count Three claims violations of 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6k(2), 6m(1) (2012) and 17 C.F.R. § 5.3(a)(2).
87. As explained in Doc. 110, ¶ 147, 7 U.S.C. § 6m(1) constrains the activities of a CPO.
88. Per Doc. 110, ¶ 148, 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) regulates activities concerned with retail forex contracts, agreements, or transaction.

89. Per Doc. 110, ¶ 149 & 150, 17 C.F.R. § 5.3(a)(2)(i) pertains exclusively to those who engage in retail forex transactions.
90. Defendant did not engage in retail forex transactions. Defendant trusted and relied solely on counsel, attorney Joseph S. Anile II, regarding all legal matters.
91. Per Doc. 110, ¶ 151, 7 U.S.C. § 6k(2) prohibits any person to be associated with a [CPO].
92. Defendant was not a CPO as defined by statute or regulation, nor were any CPOs associated with him.
93. Defendant did not violate 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6k(2), 6m(1) (2012) or 17 C.F.R. § 5.3(a)(2). Defendant trusted and relied solely on counsel, attorney Joseph S. Anile II, regarding all legal matters.
94. Count Three presents no cause of action against Defendant and therefore fails to state a claim for which relief may be granted.
95. Count Four claims violations of 17 C.F.R. § 4.20(b)–(c).
96. 17 C.F.R. § 4.20(b)–(c) prohibits CPOs from certain activities.
97. Defendant did not violate 17 C.F.R. § 4.20(b)–(c). Defendant trusted and relied solely on counsel, attorney Joseph S. Anile II, regarding all legal matters.
98. Count Four presents no cause of action against Defendant and therefore fails to state a claim for which relief may be granted.
99. Count Five claims violations of 17 C.F.R. § 4.21.

100. 17 C.F.R. § 4.21 pertains to commodity pool operators registered or required to be registered under the Act.
101. Defendant was not a commodity pool operator registered or required to be registered under the Act.
102. Defendant did not violate 17 C.F.R. § 4.21. Defendant trusted and relied solely on counsel, attorney Joseph S. Anile II, regarding all legal matters.
103. Count Five presents no cause of action against Defendant and therefore fails to state a claim for which relief may be granted.
104. All Five Counts fail to state a claim for which relief may be granted.

FRIVOLOUS

105. A lawsuit is *frivolous* if “the plaintiff’s realistic chances of ultimate success are slight.” *Menendez*, 817 F.2d at 740 (quoting *Jones v. Bales*, 58 F.R.D. 453, 464 (N.D.Ga. 1972), *aff’d adopting district court opinion*, 480 F.2d 805 (5th Cir. 1973)). This standard, well established in this Circuit, is consistent with the Supreme Court’s recent ruling in *Neitzke v. Williams*, ___ U.S. ___, 109 S.Ct. 1827, 104 L.Ed.2d 338 (1989), in which the Court said that a frivolous complaint is one that lacks an arguable basis in law or fact. “Arguable means capable of being convincingly argued. An action or claim in which ‘the plaintiff’s realistic chances of ultimate success are slight’ is not one capable of being convincingly argued.” *Menendez*, 817 F.2d at 740 n.5 (citation omitted).

Moreland v. Wharton, 899 F.2d 1168, 1170 (11th Cir. 1990).

106. The Complaint, being wholly without any arguable basis in law or fact, presents no realistic chance of success and is therefore dismissible as frivolous.

RULE 41(B) FAILURE TO PROSECUTE AND COMPLY WITH RULES

107. FRCP Rule 41(b) states:

INVOLUNTARY DISMISSAL; EFFECT. If the plaintiff fails to prosecute or to comply with these rules or a court order, a defendant may move to dismiss the action or any claim against it. Unless the dismissal order states otherwise, a dismissal under this subdivision (b) and any dismissal not under this rule—except one for lack of jurisdiction, improper venue, or failure to join a party under Rule 19—operates as an adjudication on the merits.

108. The instant case was initially stayed on 15 July 2019 until 6 January 2020. (Doc. 179).
109. The case was stayed for a second time on 28 January 2020 until 29 July 2020. (Doc. 228).
110. The case was stayed for a third time on 24 July 2020 until 25 January 2021. (Doc. 290).
111. The case was stayed a fourth time on 19 January 2021 until 26 July 2021. (Doc. 354).
112. The case was stayed a fifth time on 27 July 2021 until 24 January 2022. (Doc. 418).
113. No stay impacted on the receiver, but constrained Defendant.
114. There were gaps between the stays: for 23 days between 6 and 22 January 2020; and for 1 day between 26 and 27 July, 2021.
115. For more than 886 days, to date (nearly two and one half years), Plaintiff has unreasonably failed to object to any motion for a stay of the proceedings thereby failing to prosecute under cover of inchoate representations and unsupportable reasons by a party external to the case; and thus has denied Defendant Due Process of Law both

procedurally (as respecting denial of opportunity to be heard, confrontation and cross-examination, discovery, and basis of decision) and substantively (as affecting liberty of contract and privacy concerns).

116. Plaintiff's failure to prosecute prompts Defendant to move this Court to dismiss the instant case under FRCP Rule 41(b).

117. Plaintiff's failure to abide by the Rules of the Court in having violated FRCP rules 11(b)(2), as noted above, further urges Defendant to move this Court to dismiss the instant case under FRCP Rule 41(b).

RELIEF REQUESTED

118. Whereas Plaintiff violated FRCP 11(b)(2); and

119. Whereas Plaintiff violated FRCP Rule 12(b)(1); and

120. Whereas Plaintiff violated FRCP Rule 12(b)(6); and

121. Whereas Plaintiff's Complaint is frivolous; and

122. Whereas FRCP Rule 41(b) offers this Court grounds for Involuntary Dismissal; and

123. Whereas the aforesaid violations have resulted in losses and damages to Defendant in amounts aggregating to a sum of \$10,221,025, which represents the personal portion of aggregated losses of USD \$702,624,141 suffered personally by Defendant and collectively by Corporate Defendants as detailed in Exhs. C and D, respectively;

124. WHEREFORE Defendant requests this Court to rule on the motion without hearing or argument and enter Judgment against Plaintiff in a reasonable amount in accord with Defendant's personal losses and damages specified in Exhibit C, together with interest, costs, attorney's fees, punitive damages, and such other amounts deemed just and proper by this Court. Defendant stands on his pleadings.

Respectfully submitted
December 16, 2021 By

/s/ Michael J. DaCorta, pro se
11774 Via Lucerna Circle
Windermere FL 34786
Telephone: (941) 807-9933
Email: mdacorta64@yahoo.com

To the best of his knowledge, information, and belief, Defendant has fully complied with the provisions of the Federal Rules of Civil Procedure Rule 11(b).

CERTIFICATE OF SERVICE

I, Michael J. DaCorta, filed the foregoing with the Middle District of Florida through their e-filing system (ECF) which in turn will send a copy to the following persons:

J. Alison Auxter (CFTC)

A. Brian Phillips (for Satellite Holdings Co. and John J. Haas)

Mark L. Horwitz (for Raymond P. Montie, III)

Francisco "Frank" L. Duran

Christopher Walker (for Mainstream Fund Services, Inc.)

Peter John Grili (Mediator)

Eric Ryan Feld (for Burton W. Wiand)

David W. A. Chee (Movant-United States of America)

Dated:

December 16, 2021

Respectfully,

/s/ Michael J. DaCorta, pro se

11774 Via Lucerna Circle

Windermere FL 34786

Telephone: (941) 807-9933

Email: mdacorta64@yahoo.com

EXHIBITS

EXHIBIT A

7 U.S.C.

United States Code, 2011 Edition

Title 7 - AGRICULTURE

CHAPTER 1 - COMMODITY EXCHANGES

Sec. 1a - Definitions

From the U.S. Government Publishing Office, www.gpo.gov

§1a. Definitions

As used in this chapter:

(3) Associated person of a security-based swap dealer or major security-based swap participant

The term “associated person of a security-based swap dealer or major security-based swap participant” has the meaning given the term in section 3(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78c(a)).

(4) Associated person of a swap dealer or major swap participant

(A) In general

The term “associated person of a swap dealer or major swap participant” means a person who is associated with a swap dealer or major swap participant as a partner, officer, employee, or agent (or any person occupying a similar status or performing similar functions), in any capacity that involves—

- (i) the solicitation or acceptance of swaps; or
- (ii) the supervision of any person or persons so engaged.

(B) Exclusion

Other than for purposes of section 6s(b)(6) of this title, the term “associated person of a swap dealer or major swap participant” does not include any person associated with a swap dealer or major swap participant the functions of which are solely clerical or ministerial.

(8) Commission

The term “Commission” means the Commodity Futures Trading Commission established under section 2(a)(2) of this title.

(9) Commodity

The term “commodity” means wheat, cotton, rice, corn, oats, barley, rye, flaxseed, grain sorghums, mill feeds, butter, eggs, *Solanum tuberosum* (Irish potatoes), wool, wool tops, fats and oils (including lard, tallow, cottonseed oil, peanut oil, soybean oil, and all other fats and oils), cottonseed meal,

cottonseed, peanuts, soybeans, soybean meal, livestock, livestock products, and frozen concentrated orange juice, and all other goods and articles, except onions (as provided by section 13–1 of this title) and motion picture box office receipts (or any index, measure, value, or data related to such receipts), and all services, rights, and interests (except motion picture box office receipts, or any index, measure, value or data related to such receipts) in which contracts for future delivery are presently or in the future dealt in.

(10) Commodity pool

(A) In general

The term “commodity pool” means any investment trust, syndicate, or similar form of enterprise operated for the purpose of trading in commodity interests, including any—

- (i) commodity for future delivery, security futures product, or swap;
- (ii) agreement, contract, or transaction described in section 2(c)(2)(C)(i) of this title or section 2(c)(2)(D)(i) of this title;
- (iii) commodity option authorized under section 6c of this title; or
- (iv) leverage transaction authorized under section 23 of this title.

(B) Further definition

The Commission, by rule or regulation, may include within, or exclude from, the term “commodity pool” any investment trust, syndicate, or similar form of enterprise if the Commission determines that the rule or regulation will effectuate the purposes of this chapter.

(11) Commodity pool operator

(A) In general

The term “commodity pool operator” means any person—

(i) engaged in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including any—

- (I) commodity for future delivery, security futures product, or swap;
 - (II) agreement, contract, or transaction described in section 2(c)(2)(C)(i) of this title or section 2(c)(2)(D)(i) of this title;
 - (III) commodity option authorized under section 6c of this title; or
 - (IV) leverage transaction authorized under section 23 of this title; or
- (ii) who is registered with the Commission as a commodity pool operator.

(B) Further definition

The Commission, by rule or regulation, may include within, or exclude from, the term “commodity pool operator” any person engaged in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise if the Commission determines that the rule or regulation will effectuate the purposes of this chapter.

(13) Contract of sale

The term “contract of sale” includes sales, agreements of sale, and agreements to sell.

(18) Eligible contract participant

The term “eligible contract participant” means—

(A) acting for its own account—

(i) a financial institution;

(ii) an insurance company that is regulated by a State, or that is regulated by a foreign government and is subject to comparable regulation as determined by the Commission, including a regulated subsidiary or affiliate of such an insurance company;

(iii) an investment company subject to regulation under the Investment Company Act of 1940 (15 U.S.C. 80a–1 et seq.) or a foreign person performing a similar role or function subject as such to foreign regulation (regardless of whether each investor in the investment company or the foreign person is itself an eligible contract participant);

(iv) a commodity pool that—

(I) has total assets exceeding \$5,000,000; and

(II) is formed and operated by a person subject to regulation under this chapter or a foreign person performing a similar role or function subject as such to foreign regulation (regardless of whether each investor in the commodity pool or the foreign person is itself an eligible contract participant) provided, however, that for purposes of section 2(c)(2)(B)(vi) of this title and section 2(c)(2)(C)(vii) of this title, the term “eligible contract participant” shall not include a commodity pool in which any participant is not otherwise an eligible contract participant;

(v) a corporation, partnership, proprietorship, organization, trust, or other entity—

(I) that has total assets exceeding \$10,000,000;

(II) the obligations of which under an agreement, contract, or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in

subclause (I), in clause (i), (ii), (iii), (iv), or (vii), or in subparagraph (C);
or

(III) that—

(aa) has a net worth exceeding \$1,000,000; and

(bb) enters into an agreement, contract, or transaction in connection with the conduct of the entity's business or to manage the risk associated with an asset or liability owned or incurred or reasonably likely to be owned or incurred by the entity in the conduct of the entity's business;

(38) Person

The term “person” imports the plural or singular, and includes individuals, associations, partnerships, corporations, and trusts.

EXHIBIT B

1. Retail Foreign Exchange Transactions: A Rule by the Securities and Exchange Commission on 05/26/2016:

“A retail forex transaction includes an agreement, contract, or transaction in foreign currency that is a contract of sale of a commodity for future delivery (or an option on such a contract) or an option (other than an option executed or traded on a national securities exchange registered pursuant to section 6(a) of the Exchange Act) that is offered to, or entered into with, a person **that is not an eligible contract participant** as defined in section 1(a)(18) of the CEA. 7 U.S.C. §2(c)(2)(B)(i)(II)”: Source:
<https://www.federalregister.gov/documents/2016/05/26/2016-12390/retail-foreign-exchange-transactions>

2. §2. Jurisdiction of Commission; liability of principal for act of agent; Commodity Futures Trading Commission; transaction in interstate commerce

(c) Agreements, contracts, and transactions in foreign currency, government securities, and certain other commodities

(2) Commission jurisdiction

(B) Agreements, contracts, and transactions in retail foreign currency

(i) This chapter applies to, and **the Commission shall have jurisdiction over, an agreement, contract, or transaction in foreign currency that—**

(I) is a contract of sale of a commodity for future delivery (or an option on such a contract) or an option (other than an option executed or traded on a national securities exchange registered pursuant to section 6(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78f(a))); and

(II) is offered to, or entered into with, a person **that is not an eligible contract participant**

3. 7 U.S.C. §2(c)(2)

(C)

(i)

(I) This subparagraph shall apply to any agreement, contract, or transaction in foreign currency that is—

(aa) offered to, or entered into with, a person that is not an eligible contract participant (except that this subparagraph shall not apply if the counterparty, or the person offering to be the counterparty, of the person that is not an eligible contract

participant is a person described in any of item (aa), (bb), (ee),¹ or (ff) of subparagraph (B)(i)(II)); and

(bb) offered, or entered into, on a leveraged or margined basis, or financed by the offeror, the counterparty, or a person acting in concert with the offeror or counterparty on a similar basis.

(II) Subclause (I) of this clause shall not apply to—

(aa) a security that is not a security futures product; or

(bb) a contract of sale that—

(AA) results in actual delivery within 2 days; or

(BB) creates an enforceable obligation to deliver between a seller and buyer that have the ability to deliver and accept

delivery, respectively, in connection with their line of business.

4. 7 U.S.C. §2(c)(2)(D) Retail commodity transactions

Jurisdiction of Commission; liability of principal for act of agent; Commodity Futures Trading Commission; transaction in interstate commerce

(c) Agreements, contracts, and transactions in foreign currency, government securities, and certain other commodities

(2) Commission jurisdiction

(D) Retail commodity transactions

(i) Applicability

Except as provided in clause (ii), [this subparagraph shall apply to any agreement, contract, or transaction in any commodity that is—](#)

(I) [entered into with, or offered to \(even if not entered into with\), a person that is not an eligible contract participant](#) or eligible commercial entity; and

(II) entered into, or offered (even if not entered into), on a leveraged or margined basis, or financed by the offeror, the counterparty, or a person acting in concert with the offeror or counterparty on a similar basis.

(ii) Exceptions

This subparagraph shall not apply to—

(I) an agreement, contract, or transaction described in paragraph (1) or subparagraphs ² (A), (B), or (C), including any agreement, contract, or transaction specifically excluded from subparagraph (A), (B), or (C);

(II) any security;

(III) a contract of sale that—

(aa) results in actual delivery within 28 days or such other longer period as the Commission may determine by rule or regulation based upon the typical commercial practice in cash or spot markets for the commodity involved; or

- (bb) creates an enforceable obligation to deliver between a seller and a buyer that have the ability to deliver and accept delivery, respectively, in connection with the line of business of the seller and buyer; or
- (IV) an agreement, contract, or transaction that is listed on a national securities exchange registered under section 6(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78f(a)); or
- (V) an identified banking product, as defined in section 27(b) of this title.

(iii) Enforcement

Sections 6(a), 6(b), and 6b of this title apply to any agreement, contract, or transaction described in clause (i), as if the agreement, contract, or transaction was a contract of sale of a commodity for future delivery.

(iv) Eligible commercial entity

For purposes of this subparagraph, an agricultural producer, packer, or handler shall be considered to be an eligible commercial entity for any agreement, contract, or transaction for a commodity in connection with the line of business of the agricultural producer, packer, or handler.

5. 7 U.S.C. §6b. Contracts designed to defraud or mislead

(a) Unlawful actions

It shall be unlawful—

- (1) for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity in interstate commerce or for future delivery that is made, or to be made, on or subject to the rules of a designated contract market, for or on behalf of any other person; or
- (2) for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or swap, that is made, or to be made, for or on behalf of, or with, any other person, other than on or subject to the rules of a designated contract market—
 - (A) to cheat or defraud or attempt to cheat or defraud the other person;
 - (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record;
 - (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person; or

EXHIBIT C

Defendant's Personal Property Claims

	Item Count	Item Value	Total Present Value
Defendant DaCorta Personal Property taken from 13318 Lost Key Place/6922 Lacañera Circle - Much of Which was not Inventoried			
2017 Maserati Ghibli S Q4	1	\$ 60,800.00	\$ 60,800.00
2018 Land Rover Range Rover Velar	1	\$ 57,825.00	\$ 57,825.00
2015 Land Rover Range Rover Evoque	1	\$ 25,100.00	\$ 25,100.00
Pool Table (not inventoried by Receiver)	1	\$ 2,500.00	\$ 2,500.00
Coffee Table	1	\$ 200.00	\$ 400.00
Televisions	2	\$ 1,000.00	\$ 1,000.00
Safe	1	\$ 200.00	\$ 400.00
Outdoor Speakers	2	\$ 150.00	\$ 300.00
Pool Table Chairs	2	\$ 300.00	\$ 600.00
Natuzzi Leather Sofa/Loveseat/Chair (Non Inventoried)	1	\$ 8,000.00	\$ 8,000.00
Living Room Couches (Non Inventoried)	1	\$ 500.00	\$ 1,000.00
End Tables (Non Inventoried)	2	\$ 500.00	\$ 1,000.00
Varidesk (Non Inventoried)	1	\$ 1,000.00	\$ 1,000.00
Italian Hand-painted Server (Non Inventoried)	1	\$ 2,500.00	\$ 2,500.00
Painting of Venice (Non Inventoried)	1	\$ 500.00	\$ 500.00
3-Painting Composition in Living Room (Non Inventoried)	1	\$ 1,000.00	\$ 1,000.00
Dining Room 8 Chairs (Non Inventoried)	8	\$ 200.00	\$ 1,600.00
Dining Room Table (Non Inventoried)	1	\$ 3,000.00	\$ 3,000.00
Kitchen Dinette Set (Non Inventoried)	1	\$ 2,000.00	\$ 2,000.00
King size Bedroom set (Non Inventoried)	1	\$ 3,000.00	\$ 3,000.00
Queen size Bedroom sets (Non Inventoried)	3	\$ 1,500.00	\$ 4,000.00
Whole House water filtration system (Non Inventoried)	1	\$ 3,000.00	\$ 3,000.00
Upholstered Chair (Upstairs) (Non Inventoried)	1	\$ 500.00	\$ 500.00
Samsung Washer (Non Inventoried)	1	\$ 1,000.00	\$ 1,000.00
Samsung Gas Dryer (Non Inventoried)	1	\$ 1,000.00	\$ 1,000.00
Patio Furniture (Non Inventoried)		\$ 2,500.00	\$ 2,500.00
Non-Inventoried Properties Taken by Receiver			
Box of rare books 1st editions signed by author. (from 6922 Lacañera)			\$ 25,000.00
Wine bottles at LaCantera			\$ 2,500.00
Exercise equipment			\$ 2,000.00
Televisions (80") Sony, brand new (never used)			\$ 5,000.00
Television (65")			\$ 1,000.00
Cash and Lost Opportunity Costs			
DaCorta lost wages and Paernership value.			\$ 10,000,000.00
			\$ 10,221,025.00

EXHIBIT D Aggregate Losses

(Includes Defendant's personal losses, but not personal losses of other defendants)

	Item Count	Item Value	Total Present Value
Taken From 4064 Founders Club Drive			
2015 Mercedes Benz SLK 350 (unauthorized purchase w/OIG money)	1	\$ 28,050.00	\$ 28,050.00
2016 Mercedes Benz GLE 400 (unauthorized purchase w/OIG money)	1	\$ 37,000.00	\$ 37,000.00
100 Ounce Silver Bars (OIG property) (valued at \$38.50/oz, incl. premium)	100	\$ 150,900.00	\$ 385,000.00
One Ounce Gold Coins (OIG property) (valued a \$2,100/oz, incl. premium)	200	\$ 255,320.00	\$ 420,000.00
U.S. Currency (OIG property)	N/A	\$ 62,750.00	\$ 62,750.00
Quietsource 48KW Generator (OIG property)	1	\$ 28,017.00	\$ 28,017.00
Defendant Oasis Management Property taken from 13318 Lost Key			
100 Ounce Silver Bars (valued at \$38.50/oz, incl. premium)	64	\$ 96,576.00	\$ 246,400.00
\$1.00 Silver One Oze Coins (valued at \$38.50/oz, incl. premium)	1,500	\$ 22,635.00	\$ 57,750.00
Credit Suisse One Ounce Gold Ingots (valued at \$2,100/oz, incl premium)	3	\$ 3,829.80	\$ 6,300.00
APMEX.com One Ounce Silver Coins (valued at \$38.50/oz, incl. premium)	5	\$ 75.45	\$ 192.50
Lady Liberty \$50 Gold One Oz. Coins (valued at \$2,100/oz, incl premium)	7	\$ 8,629.80	\$ 14,700.00
Lady Liberty \$50 Gold One Oz Coins (valued at \$2,100/oz, incl premium)	40	\$ 48,000.00	\$ 84,000.00
Lady Liberty \$1.00 Silver 1 Oz Coins (valued at \$38.50/oz, incl. premium)	120	\$ 2,400.00	\$ 4,620.00
"Bitcoin" One Ounce Gold-Plated Coin	1	\$ 1.00	\$ 1.00
U.S. Currency (inventoried by Receiver as \$160,000)	N/A	\$ 170,000.00	\$ 170,000.00
Quietsource 48KW Generator	1	\$ 24,969.81	\$ 27,950.00
Computer - iMac large screen	1	\$ 2,500.00	\$ 2,500.00
Computer - Windows trading station	1	\$ 2,500.00	\$ 2,500.00
X-Chair	1	\$ 500.00	\$ 500.00
Large Wall Painting	1	\$ 1,000.00	\$ 1,000.00
Fine Art Originals	2	\$ 5,000.00	\$ 10,000.00
Fine Art Originals	1	\$ 10,000.00	\$ 10,000.00
Defendant DaCorta Personal Property taken from 13318 Lost Key Place/6922 Lacantera Circle - Much of Which was not Inventoried			
2017 Maserati Ghibli S Q4	1	\$ 60,800.00	\$ 60,800.00
2018 Land Rover Range Rover Velar	1	\$ 57,825.00	\$ 57,825.00
2015 Land Rover Range Rover Evoque	1	\$ 25,100.00	\$ 25,100.00
Pool Table (not inventoried by Receiver)	1	\$ 2,500.00	\$ 2,500.00
Coffee Table	1	\$ 200.00	\$ 400.00
Televisions	2	\$ 1,000.00	\$ 1,000.00
Safe	1	\$ 200.00	\$ 400.00
Outdoor Speakers	2	\$ 150.00	\$ 300.00
Pool Table Chairs	2	\$ 300.00	\$ 600.00
Natuzzi Leather Sofa/Loveseat/Chair (Non Inventoried)	1	\$ 8,000.00	\$ 8,000.00
Living Room Couches (Non Inventoried)	1	\$ 500.00	\$ 1,000.00
End Tables (Non Inventoried)	2	\$ 500.00	\$ 1,000.00
Varidesk (Non Inventoried)	1	\$ 1,000.00	\$ 1,000.00
Italian Hand-painted Server (Non Inventoried)	1	\$ 2,500.00	\$ 2,500.00
Painting of Venice (Non Inventoried)	1	\$ 500.00	\$ 500.00
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King size Bedroom set (Non Inventoried)	1	\$ 3,000.00	\$ 3,000.00
Queen size Bedroom sets (Non Inventoried)	3	\$ 1,500.00	\$ 4,000.00
Whole House water filtration system (Non Inventoried)	1	\$ 3,000.00	\$ 3,000.00
Upholstered Chair (Upstairs) (Non Inventoried)	1	\$ 500.00	\$ 500.00
Samsung Washer (Non Inventoried)	1	\$ 1,000.00	\$ 1,000.00
Samsung Gas Dryer (Non Inventoried)	1	\$ 1,000.00	\$ 1,000.00
Patio Furniture (Non Inventoried)	1	\$ 2,500.00	\$ 2,500.00

EXHIBIT D Continued

	Item Count	Item Value	Total Present Value
Relief Defendant 4Oaks, LLC (Anile)			
2015 Ferrari California T (unauthorized purchase w/OIG money)	1	\$ 174,300.00	\$ 174,300.00
Relief Defendant Roar of the Lion Fitness, LLC			
Nutritional Supplement Capsules	11,247	\$ 49.99	\$ 562,237.53
Promotional Yoga Mats and Hats	357	\$ 59.99	\$ 21,416.43
Nutritional Protein Powder	1,805	\$ 49.99	\$ 90,231.95
Nutritional "Pre-Workout" Powder	876	\$ 59.99	\$ 52,551.24
Nutritional Creatine Powder	861	\$ 19.99	\$ 17,211.39
Sauna (\$10,000) (Roar of the Lion property, boxed)	1	\$ 10,000.00	\$ 10,000.00
Non-Inventoried Properties Taken by Receiver			
Box of rare books 1st editions signed by author. (from 6922 Lacantera)			\$ 25,000.00
Wine bottles at LaCantera			\$ 2,500.00
Exercise equipment			\$ 2,000.00
LaCantera Whole-house water filtration			\$ 3,000.00
LaCantera Whole-house commercial water distilling system			\$ 2,000.00
Televisions (80") Sony, brand new (never used)			\$ 5,000.00
Television (65")			\$ 1,000.00
Misc. Building materials (from LaCantera)			\$ 5,000.00
Contract to purchase Mad Nutrition with 500k exisiting sales.	net profit/year		\$ 1,000,000.00
3,800,000 ounces silver (net over cost = spot on 12/13/21 less cost)			\$ 34,200,000.00
444 Gulf of Mexico Office Furniture, computers and hardware			\$ 200,000.00
Cash and Lost Opportunity Costs			
Cash Accounts	\$ 11,161,433.46	9% Anually compound for 3 yrs	\$ 14,454,380.01
*Disbursements TO Receivership operations, court & other	\$ 8,425,723.94	9% Anually compound for 3 yrs	\$ 10,911,556.85
DaCorta lost wages and Paernership value.			\$ 10,000,000.00
Lost Opportunity Costs (compensatory damages)			\$ 250,000,000.00
Roar of the Lion (Revenue)			\$ 3,000,000.00
Roar of the Lion (Asset Value)			\$ 1,500,000.00
Mad Nutrition (Revenue)			\$ 3,600,000.00
Mad Nutrition (Asset Value)			\$ 1,800,000.00
OIG 3 Years of Lost Spread Revenue			\$ 350,000,000.00
Mirror Images opportunity cost (OIG owned)			\$ 5,000,000.00
*PROPERTIES TAKEN & Liquidated by Receiver			
	*SALE PRICE	*NET RECOVERY	PRESENT VALUE
444 Gulf of Mexico Drive Longboat Key, Florida	\$ 2,100,000.00	\$ 1,994,155.06	\$ 3,000,000.00
13318 Lost Key Place Lakewood Ranch, Florida	\$ 1,100,000.00	\$ 1,038,704.75	\$ 1,600,000.00
6922 Lacantera Circle Lakewood Ranch, Florida	\$ 2,050,000.00	\$ 372,823.83	\$ 3,400,000.00
4064 Founders Club Drive Sarasota, Florida	\$ 1,875,000.00	\$ 581,712.41	\$ 2,100,000.00
4058 Founders Club Drive Sarasota, Florida	\$ 195,000.00	\$ 186,252.37	\$ 250,000.00
7312 Desert Ridge Glen Lakewood Ranch, Florida	\$ 846,000.00	\$ 774,740.08	\$ 1,150,000.00
16804 Vardon Terrace #307 Lakewood Ranch, Florida	\$ 198,000.00	\$ 187,542.50	\$ 300,000.00
16804 Vardon Terrace #108 Lakewood Ranch, Florida	\$ 212,000.00	\$ 204,312.38	\$ 300,000.00
16904 Vardon Terrace #106 Lakewood Ranch, Florida	\$ 184,000.00	\$ 177,104.89	\$ 300,000.00
17006 Vardon Terrace #105 Lakewood Ranch, Florida	\$ 198,000.00	\$ 187,813.91	\$ 300,000.00
6300 Midnight Pass Rd., No. 1002, Sarasota, Florida	\$ 913,000.00	\$ 863,654.69	\$ 1,500,000.00
*As per Receiver's 10th interim report			\$ 702,624,140.90



PROMISSORY NOTE AND LOAN AGREEMENT

12/21/2018

FOR VALUE RECEIVED, the undersigned, Oasis International Group, Ltd., a Cayman Island corporation having its registered office at 309 Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “Maker”), hereby promises to pay to [REDACTED] (the “Payee”): (i) in lawful monies of the United States, in immediately available funds, the principle sum of LOAN AMOUNT ([REDACTED]) (the “Loan Amount”) in one (1) installment or as otherwise directed by Payee pursuant to the terms hereof. Payment of the Loan Amount, or any part thereof, shall be made on the earlier of (i) the demand of Payee, upon ninety (90) days advance written notice (the “Maturity Date”), or (ii) immediately upon the occurrence of an Event of Default, as hereinafter defined. Payment shall be forwarded to the Payee at [REDACTED], [REDACTED], United States or at such other place as the Payee shall specify.

1. **Interest.** Any unpaid Loan Amount due hereunder shall receive the greater of (a) interest calculated at the rate of twelve percent (12.00%) per annum, or (b) twenty-five percent (25.00%) of the Transaction Fees (as hereinafter defined), provided, that upon the occurrence of an Event of Default (as hereinafter defined), the unpaid Loan Amount hereof shall bear interest at the maximum rate of interest permitted by the law of the jurisdiction of the Payee from the date of such Event of Default until the default is cured. Any amount due Payee pursuant to this Section 1 shall be payable, upon demand of Payee made within one (1) business day prior to the end of a calendar month, within five (5) business days following the end of said calendar month. If, at the end of a calendar month, Payee has not made demand for payment in accordance with the preceding sentence, the Maker shall add all amounts due to Payee pursuant to this Section 1 to the Loan Amount. It is understood and agreed by the parties hereto that any amount of increase of the Loan Amount will be subject to the same terms and conditions of the Loan Amount pursuant to the terms hereof. Transaction Fees shall equal the fees charged by the Maker upon the Loan Amount in its ordinary course of business through a proprietary trading account of Maker.

2. **Events of Default.**

- (a) Any of the following events shall constitute an Event of Default hereunder
- (i.) the Maker shall fail to make any payment of principle or interest when due under this Promissory Note and Loan Agreement (this “Note”) and such failure shall not be remedied within five (5) days after written notice from Payee to Maker thereof;
 - (ii.) failure by the Maker to perform or observe any other term, condition, obligation, or covenant binding in it under this Note or any other related loan document, which if susceptible to cure shall continue unremedied for a period of fifteen (15) days after the earlier of the date the Maker shall have actual knowledge thereof or notice thereof shall be given to the Maker by the Payee;



(iii.) the Maker shall: (a) make an assignment for the benefit of creditors; (b) commence (as the debtor) a case in bankruptcy or any proceedings under any other insolvency law; or (c) admit in writing its inability to pay its debts as they become due;

(iv.) a case in bankruptcy or any proceeding under any other insolvency law shall be commenced against the Maker (as the debtor) and: (a) a court having jurisdiction over the premises enters an order for relief against the Maker (as the debtor); (b) the case or proceeding remains undismissed for ninety days; or (c) the Maker admits or consents to the material allegations against it in such a case or proceeding;

(v.) a trustee, receiver, agent, or custodian (however named) is appointed or authorized to take charge of substantially all the property of the Maker for the purpose of enforcing a lien against such property or for the purpose of general administration of such property;

(vi.) if any representation by the Maker in this Note or any other related loan document is materially incorrect or untrue in any respect during the term of this Note;

(vii.) the Maker notifies the Payee in writing of its inability to perform its obligations hereunder or otherwise disaffirms, rejects, or repudiates any of its obligations hereunder;

(b) The Maker immediately shall give the Payee notice of the occurrence of any matter referred to in Section 2(a)(iii.), 2(a)(iv.), 2(a)(v.) or 2(a)(vi.) hereof, but failure to give such notice shall not affect in any matter the Payee's rights hereunder. At any time while the Event of Default is continuing, the Payee may declare the principal of and interest accrued on this Note, if any, to be forthwith immediately due and payable, without diligence, notice, presentment, demand or protest, all of which are hereby expressly waived by the Maker ("Acceleration of Payment").

3. **Suits for Enforcement of Remedies.** If there shall be any Acceleration of Payment, or if the Maker otherwise shall fail to pay the unpaid principal amount hereof or interest thereon, the Payee may proceed to enforce the payment of this Note, or to enforce any other legal or equitable right of the Payee. No right or remedy herein or in any other agreement of instrument conferred upon the Payee is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and shall be in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

4. **Miscellaneous.**

(a) The Maker represents that it has full power, authority and legal right to execute and deliver this Note and that the obligation to make payment provided for in this Note is absolute and unconditional.

(b) The Maker agrees to pay all costs of collection of any amount due hereunder when incurred, including, without limitation, reasonable attorney's fees and expenses. Such costs shall be added to the principal balance then due. No forbearance, indulgence, delay or failure to exercise any right or remedy with respect to this Note shall operate as a



waiver, or as acquiescence in any default, nor shall any single or partial exercise thereof or the exercise of any other right or remedy.

(c) The Maker shall have the right at any time to prepay the Note (including accrued interest, if any) in whole or in part. Any such prepayment may be made without premium or penalty of any kind. All payments shall be applied first to interest due and then to principal

(d) The headings of the various sections of this note are for the convenience of reference only and shall in no way modify any of the terms or provisions of this Note

(e) Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or two days after being mailed certified or registered mail, to the address of the parties set forth in the preamble to this Note or at such other address as the intended recipient shall have given to the other party hereto pursuant to the provisions hereof

(f) This Note shall be binding upon the successors and permitted assigns of the Maker, and shall inure to the benefit the successors and permitted assigns of the Payee. If any term of this Note shall be held invalid or unenforceable, the validity of the other terms and provisions hereof shall in no way be affected thereby. Neither this Note nor any of the rights of the Payee hereunder, shall be assigned or assignable without prior written consent of the Maker, and any assignment without such consent shall be null and void.

IN WITNESS WHEREOF, the undersigned have executed this Note on the date first above written.

MAKER:

OASIS INTERNATIONALGROUP, LTD.

By

Michael DaCorta
Chief Executive Officer



AGREEMENT AND RISK DISCLOSURES

This Agreement sets forth the terms and conditions governing your Loan Account (“Account”) at Oasis International Group, Ltd. (“Oasis”), and all agreements and any transactions in this Account with Oasis. In this Agreement, the undersigned lender is referred to as “Lender” or “You”.

1. **Short-Term Unsecured Loan.** By signing the Promissory Note and Loan Agreement, Lender is loaning Oasis money on a short-term unsecured basis. There is no collateral provided by Oasis to the Lender in connection with any money, including any interest thereon, loaned to Oasis by Lender. If Oasis becomes insolvent and You have a claim for amounts loaned or interest earned on transactions with Oasis, your claim may not receive a priority. Without a priority, You are a general creditor and your claim will be paid, along with the claims of other general creditors, from any monies still available after priority claims are paid. Even lender funds that Oasis keeps separate from its own operating funds may not be safe from the claims of other general and priority creditors. In addition, your account is not insured under any insurance program, or by any other entity. In the event Oasis should become insolvent, it is possible that You would lose the entire amount in your Account.

2. **Loans and Withdrawals.** Any loan made by You will require that You complete (or update) the information on the Application so that a Promissory Note and Loan Agreement can be generated for acceptance by Oasis. Payments from an Account require a withdrawal request form signed by all required account holders and submitted in writing to Oasis. A withdrawal of any loan principal amount will be made, in accordance with the terms and conditions of the Promissory Note and Loan Agreement, upon ninety (90) days advance written notice from Lender to Oasis. A withdrawal of any unpaid interest amount may only be made by Lender on or by the last day of a calendar month. The Withdrawal Request Form requires a minimum of three (3) Business Days from receipt of the withdrawal request for issuance of a check or wire transfer of funds in accordance with the Promissory Note and Loan Agreement.

3. **Use of Funds.** At any time, in Oasis’ sole discretion and without prior demand or notice, Oasis may use any or all money loaned by Lender, including any interest thereon, for any purpose whatsoever including without limitation any investment; the purchase or sale of foreign exchange products, securities or commodities, exchange or off-exchange products; the purchase or sale of any businesses assets or liabilities, the purchase or sale of any real estate; or for any other purpose, including any general company use or payment, any company payment or loans to any company affiliate, officer, employee, or third party, any company indebtedness or other company obligations. Lender hereby agrees that Oasis may, at any time and from time to time, in the sole discretion of Oasis, apply and transfer from any of Lender’s funds with Oasis to any of Oasis’ other accounts, whether held at Oasis or other individuals or entities in connection with any Oasis investment. Lender hereby authorizes Oasis to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any money loaned to it by Lender, including any interest thereon. Where Lender’s Loan Account consists of more than one loan, this authorization shall apply to all loans, including any interest thereon. Anything to the contrary notwithstanding, including without limitation, any rule, regulation or law, Oasis shall have the right to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any



money loaned to it by Lender, including any interest thereon, free from any claim or right of any nature whatsoever of the Lender. Any failure by Oasis to enforce its rights hereunder shall not be deemed a future waiver of such rights by Oasis.

4. Representations and Warranties.

a. Lender will execute and deliver all documents, give all notices, make all filings and take such other actions as Oasis, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of Oasis or to protect Oasis' interests with respect to any money, including any interest thereon, loaned to Oasis by Lender.

b. Lender has read and understands the provisions contained in this Agreement, including, without limitation, Oasis' risk disclosure statements herein contained. Lender will review the Agreement each time it is amended, as provided herein. Lender will not lend Oasis any money unless Lender understands Oasis' revised Agreement, and Lender agrees that in effecting any continuation of a loan or any interest thereunder, Lender is deemed to represent that Lender has read and understands Oasis' revised Agreement as in effect at the time of such loan.

c. Lender agrees to comply with all applicable laws. Lender shall not use the Loan Account with Oasis for any illegal activity.

d. All information provided by Lender to Oasis, including information regarding Lender's experience and investment sophistication, is true, correct and complete, and Lender will notify Oasis promptly of any changes in such information.

e. The risk capital and/or intended loan amount provided as part of the Lender application and any subsequent loans Lender makes to Lender's Loan Account in excess of such pre-disclosed amount(s), including any interest thereon, represents Lender's total risk capital which, should it be lost in its entirety, would not alter the Lender's lifestyle.

5. Oasis' Regulators. Oasis is governed by the laws of the Cayman Islands.

6. Risk Disclosure Statements.

a. Lender is aware that Oasis may invest money loaned to it by Lender, including any interest thereon, in foreign exchange and/or spot metal trading. Lender understands and agrees that foreign exchange trading and spot metal trading is highly speculative and is suitable only for those investors who (a) understand and are willing to assume the economic, legal and other risks involved, and (b) are financially able to assume losses significantly in excess of margin or deposits. Foreign exchange and spot metal trading may not be an appropriate investment for Lender's retirement funds. Lender represents, warrants and agrees that Lender understands these risks; that Lender is willing and able, financially and otherwise, to assume the risks of Oasis engaging in foreign exchange and/or spot metal trading with Lender's money and that loss of Lender's entire Loan Account, any principal and interest, will not change Lender's life style.

b. Lender understands and agrees that Oasis and its third party suppliers make no warranties or representations of any kind, whether express or implied for Oasis' investment of Lender's funds hereunder. Oasis and its third party suppliers also disclaim any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Lender, including loss of funds, data, non-deliveries or service interruptions by any cause or errors or omissions by You.



Your use of any information obtained by way of your Oasis Loan Account is at your own risk, and Oasis and its third party suppliers specifically deny any responsibility for the accuracy or quality of information obtained through their services. Connection speed represents the speed of an end-to-end connection. Oasis and its third party suppliers do not represent guarantees of speed or availability of end-to-end connections. Oasis and its third party suppliers shall not be subject to any damages or liability for any errors, omissions or delays therein including unavailability. The licensed products and all components thereof are provided on an "as is" basis and are separate and distinct from the services provided by Oasis hereunder.

c. Any investment made by Oasis is based upon information believed to be reliable, but Oasis cannot and does not guarantee the accuracy or completeness thereof or represent that information will reduce or eliminate the risk inherent in any such investment. Any investment recommendations provided by Oasis to Lender do not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any investment made by Oasis, including without limitation any foreign exchange, cross currency, or metal contracts. Any decision by Lender to enter into any transaction with Oasis and each decision whether such investment is appropriate or proper for Lender is an independent decision by Lender. Oasis is not acting as an advisor or serving as a fiduciary to Lender. Lender agrees that Oasis has no fiduciary duty to Lender and no liability in connection with and is not responsible for any liabilities, claims, damages, costs and expenses, including attorneys' fees, incurred in connection with Lender following any of Oasis' investment recommendations or taking or not taking any action based upon any recommendation or information provided by Oasis.

d. Lender is aware that Oasis will invest money loaned to it by Lender, including any interest thereon, in foreign exchange transactions. Lender understands and agrees that foreign exchange transactions carry a high degree of risk and any transaction involving currencies is exposed to, among other things, changes in a country's political condition, economic climate, acts of nature - all of which may substantially affect the price or availability of a given currency. Speculative trading in the foreign exchange market is a challenging prospect with above average risk. You must therefore carefully consider your investment objectives, level of experience and appetite for such risk prior to loaning any money to a participant in this market. Most importantly, do not invest money that You are not in a position to lose. You should be aware that off-exchange Forex transactions are not regulated. You should also be aware that Oasis can rapidly lose all of the funds loaned to it by You. That is, Oasis' trading on a margin basis means that any market movement will have a proportionate effect on its deposited funds. This can work for Oasis as well as against Oasis. The possibility exists that Oasis could sustain a total loss of margin funds. Oasis' trading system is designed to automatically liquidate all open positions if its margin deposit is in jeopardy so that it cannot lose more than the funds that it has on deposit in its account. There are also risks associated with Oasis' utilizing an Internet-based trade execution software application including, but not limited to, the failure of hardware and software. Oasis maintains back-up systems and contingency plans to minimize the possibility of system failure. Finally, You should thoroughly investigate any statements which minimize the importance of, or contradict any of the risk warnings discussed herein. Such statements may indicate potential fraud.



7. **Charges.** Oasis is compensated for its services through the use of the funds loaned by Lender, including any interest thereon. Oasis may charge Lender for incidental banking-related fees such as wire charges for deposits/withdrawals and monthly data fees. Fees do not currently, but may in the future include such things as statement charges, account transfer charges, fees imposed by any interbank agency, bank, contract, market or other regulatory or self-regulatory organization arising out of Oasis' use of Lender's funds hereunder.

8. **Service Agents.** Oasis utilizes the consulting services of Loan Service Agents to introduce lenders to Oasis and service the accounts so introduced. The Loan Service Agents are consultants and not employees of Oasis. If Lender's Loan Account has been introduced to Oasis by a Loan Service Agent, Lender understands, acknowledges, and agrees that: (i) Oasis shall provide Loan Service Agent with all of Lender's Loan Account information provided by Lender to Oasis on an ongoing basis, including without limitation, all of Lender's personal information and account balances (including any deposits or withdrawals); (ii) Loan Service Agent shall not be permitted to make any deposit or withdrawal to or from Lender's account; (iii) Oasis shall not be liable for any act or omission of any Loan Service Agent; and (iv) Oasis may compensate the Loan Service Agent for introducing Lender's Loan Account to Oasis and servicing the same.

9. **Special Requests.** Lenders of all countries may be asked to comply with requests for special information by Oasis as required by any governmental unit or regulatory agency. This includes, but is not limited to, special calls for information. In the event of a special call for information, Oasis or its agent shall be required to obtain the information set forth by any governmental unit or regulatory agency requesting information. Lenders are required to provide a copy of a valid government issued photo ID. The ID must include: 1.) Name; 2.) ID number; 3.) Date of birth; and 4.) Address. This will be accepted as a single form of identification for account opening purposes. If the government issued photo ID does not contain an address or other required criteria, separate documents will be required.

10. **Communications.** Reports, statements, notices and any other communications from Oasis may be transmitted to Lender by (x) placement on Oasis' Website; or (y) mail or other delivery service to Lender's current address as reflected on Oasis' records. Lender hereby consents to receive account statements (monthly and daily statements) online. Oasis will provide Lender with password-protected access to online reports. Lender will be able to generate daily, monthly and annual account statements detailing transaction activity, profit and loss statements, etc. Statements are deemed received when made available to Lender by Oasis, regardless of whether Lender actually accessed the statement. Lender is responsible for alerting Oasis to any change in Lender's e-mail address. This consent shall be effective until revoked by Lender in writing and received by Oasis according to this paragraph. Lender shall notify Oasis immediately of any change in Lender's address by e-mail to customersupport@oasisglobaltd.com or by mail or other delivery service to Oasis International Group, Ltd. at any authorized current address thereof. All communications sent by Oasis shall be deemed effective when deposited by Oasis in the mail or with another delivery service, or when received by a transmitting agent (such as an Internet service provider) for transmission to Lender, whether actually received by Lender or not. All communications sent by Lender shall not be deemed effective until accepted by Oasis.



11. **Oasis' Responsibilities.** Oasis shall not be liable to Lender for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to Oasis, Lender, any market, or any settlement or clearing system.

12. **Intellectual Property and Confidentiality.** All copyright, trademark, trade secret and other intellectual property rights in the Oasis Online System ("System") shall remain at all times the sole and exclusive property of Oasis and/or its 3rd party service providers and Lenders shall have no right or interest in the System(s) except for the right to access and use the System(s) as specified herein. Lender acknowledges that the System(s) are confidential and have been developed through the expenditure of substantial skill, time, effort and money. Lender will protect the confidentiality of Oasis and/or its 3rd party service providers by allowing access to the System(s) only by its employees and agents on a need to access basis. Lender will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the System(s). Lender will not copy, modify, de-compile, reverse engineer, and make derivative works of the System(s) or in the manner in which it operates.

13. **Indemnification; Force Majeure.** Lender agrees to indemnify and hold Oasis, its shareholders, officers, directors, affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, claims, losses, damages, costs and expenses, including attorneys' fees, incurred by Oasis arising out of: (i) Lender's failure to fully and timely perform its obligations hereunder; and (ii) any of Lender's representations and warranties made that may at any time be untrue or incorrect; and (iii) any failure or omission by any third party provider to Oasis, including without limitation, any software provider used by Oasis in connection with the Oasis Online System. Lender also agrees to pay promptly to Oasis any and all claims, losses, damages, costs and expenses, including attorneys' fees, incurred by Oasis in the enforcement of any of the provisions of this Agreement, any Promissory Note and Loan Agreement, Loan, including any interest thereon, and other transactions hereunder, and any other agreements between Oasis and Lender and the collection of any amounts due hereunder and thereunder. Notwithstanding any other provision contained herein, Oasis shall not be responsible for any losses incurred by Lender nor shall Oasis be liable for any action taken, delay or any failure to take any action required to be taken hereunder or otherwise to fulfill its obligations hereunder (including without limitations the failure to receive or make any payment) in the event and to the extent that the taking of such action, delay or such failure arises out of or is caused by or directly or indirectly due to war, act of terrorism, insurrection, riot, labor disputes, civil commotion, act of God, accident, fire, water damage, loss of power,

explosion, any law, decree, regulation or order of any government or governmental body (including any court or tribunal), or any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond its reasonable control or the reasonable control of any delegate, banking, or securities or currency exchange systems. In any such event, Oasis will use



commercially reasonable efforts to recommence performance or observance as soon as practicable.

14. **Disclosure of Lender Information.** Oasis will not share or sell information regarding its lenders and/or prospective lenders, except to its employees, agents, partners, and associates as required in the ordinary course of Oasis' business conducted on behalf of lenders, including, but not limited to, Oasis' banking or credit relationships in accordance with Oasis' privacy policy. Oasis may also disclose to regulatory agencies and law enforcement authorities' information regarding Lender and Lender's transactions in response to a request for such information or in response to a court order or subpoena. To read Oasis' entire privacy policy, please visit: <http://oasisglobaltd.com/privacy-policy.php>.

15. **Joint and/or Trust Accounts.** If more than one natural person executes this Agreement as Lender, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Agreement is executed by a trust, unincorporated association, partnership, custodian or other fiduciary, such Lender hereby agrees to indemnify, defend, save and hold free and harmless Oasis for any liabilities, claims, losses, damages costs and expenses, including attorneys' fees, resulting directly or indirectly from breach of any fiduciary or similar duty or obligation or any allegation thereof, including attorneys' fees.

16. **Amendments.** Lender understands, acknowledges and agrees that Oasis may amend or change this Agreement at any time. Oasis will provide notice to Lender of any such amendment or change by posting the amendment or change to the Website or by sending an e-mail message to Lender. Lender agrees to be bound by the terms of such amendment or change on the earlier of: (x) ten (10) days after Oasis has posted notice of such amendment or change to the Oasis Website; or (y) on the date of the addition of any loan amount, or any interest thereon. In the event that Lender objects to any such change or amendment, Lender agrees to provide notice to Oasis to make payment pursuant to the terms and conditions of the Promissory Note and Loan Agreement and withdraw all funds in Lender's Loan Account within ten (10) Business Days after notice of the amendment or change has been posted to the Oasis Website. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Oasis or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable.

17. **Termination.** This Agreement shall continue and be in effect until termination by Lender or Oasis. Lender may terminate this Agreement if: (i) Lender has no loans outstanding or has requested payment in full pursuant to the terms and conditions of the Promissory Note and Loan Agreement and no liabilities are held by or owed by Lender to Oasis; and (ii) Lender has provided written notice to Oasis pursuant to the terms and conditions of the Promissory Note and Loan Agreement.; and (iii) Oasis has received the notice as provided in said Promissory Note and Loan Agreement. Oasis may, in its sole discretion, terminate the Promissory Note and Loan Agreement and this Agreement at any time, effective as of the close of business on the day notice is sent to Lender. Termination by either party shall not affect any loans or other transactions previous entered into and shall not relieve either party of any obligations set out in the Promissory Note and Loan Agreement and this Agreement.



18. **Entire Agreement; Counterparts; Signatures.** This Agreement together with the Lender Application and the Promissory Note and Loan Agreement embodies the entire agreement between Oasis and the Lender, superseding any and all prior written and oral agreements. In the event of any conflict of any term or condition, or lack thereof, between this Agreement and the Lender Application and/or the Promissory Note and Loan Agreement, this Agreement shall govern and control. This Agreement may be executed and delivered in counterparts (which delivery may be effected by verifiable facsimile or electronic transmission), and all of such counterparts when taken together shall be deemed to constitute one and the same instrument. It is hereby

understood and agreed by and between Oasis and the Lender and signatories to this Agreement that any/or all facsimile or electronic transmissions of this document are considered to be original and are legal and binding instruments. Therefore the signatories hereto are irrevocably bound and committed to adhere to the terms and conditions set forth herein.

19. **Recordings.** Lender acknowledges and agrees that any and all conversations between Lender and Oasis principals, agents, employees or associates, including any Oasis Service Agents and customer service and operations desks may, at the option and in the sole discretion of Oasis, be recorded electronically with or without the use of an automatic tone warning device. Lender further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or preceding that may arise involving Lender or Oasis.

20. **Binding Effect; Assignment.** This Agreement shall be continuous and shall cover, individually and collectively, all Loan Accounts of Lender at any time opened or reopened with Oasis, irrespective of any change or changes at any time in the personnel of Oasis or its successors, assigns, or affiliates. This Agreement, including all authorizations, shall inure to the benefit of Oasis and its successors and assigns, whether by merger, consolidation, or otherwise and shall be binding upon Lender and/or the personal representatives, heirs, executor, administrator, trustee, legatees, legal representative, successors and assigns of Lender. Lender may not assign its rights or responsibilities under the Agreement or any part hereof without the prior written consent of Oasis. Oasis may, in its sole discretion, assign the Agreement and any or all of its rights and obligations hereunder without consent of Lender.

21. **ARBITRATION.**

a. Any dispute, controversy or claim arising out of or in connection with this Agreement, including without limitation any question regarding the existence, validity, interpretation, breach or termination of the Agreement (a "Dispute") shall be referred to arbitration at the written request of either Party in and pursuant to the Cayman Arbitration Law, 2012 (the "Rules") and finally resolved by arbitration under the Rules which Rules are deemed to be incorporated by reference into this clause. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

b. The Parties to this Agreement agree that:



- i. the number of arbitrators shall be three, appointed in accordance with the Rules;
- ii. the place of the arbitration shall be Cayman Islands; and
- iii. the language to be used in the arbitration proceedings shall be English.

c. If any Dispute raises issues which are substantially the same as or connected with issues raised in a Dispute which has already been referred to arbitration (an "Existing Dispute"), or arises out of substantially the same facts as are the subject of an Existing Dispute (a "Related Dispute"), the arbitrators appointed or to be appointed in respect of any such Existing Dispute shall also be appointed as the Arbitrators in respect of any Related Dispute.

d. The arbitrators, upon the request of one of the Parties to a Dispute which itself wishes to be joined in any reference to arbitration proceedings in relation to a Dispute, shall join such Party to any reference to arbitration proceedings in relation to that Dispute and may make a single, final award determining all Disputes between them. Each of the Parties to this Agreement hereby consents to be joined to any reference to arbitration proceedings in relation to any Dispute at the request of a Party to that Dispute.

e. Where, pursuant to the above provisions, the same arbitrators have been appointed in relation to two or more Disputes, the arbitrators may, with the agreement of all the Parties concerned or upon the application of one of the Parties, being a party to each of the Disputes, order that the whole or part of the matters at issue shall be heard together upon such terms or conditions as the arbitrators think fit. The arbitrators shall have power to make such directions and any provisional, interim or partial awards as they consider just and desirable.

22. **Law and Jurisdiction; Severability.** This Agreement is governed by, and shall be construed in accordance with the laws of the Cayman Islands without giving effect to any conflict of laws doctrine that would interfere with or prevent the application of this provision. With respect to any suit, action or proceeding ("Proceeding") relating to this Agreement, Lender irrevocably (i) submits to the exclusive jurisdiction of the government, regulatory authorities, and courts located in the Cayman Islands (collectively, the "Forum"); (ii) agrees to service of process in any legal proceeding by sending copies thereof by registered or certified mail, if practicable (postage prepaid) to the other party at the address set forth in this Agreement or updated as provided herein (where service of process is being made by Oasis); (iii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such Forum, waives any claim that such Proceeding have been brought in an inconvenient forum; (iv) agrees that any Proceeding shall be commenced within one (1) year after the cause of any such Proceeding shall have arisen; and (v) further waives the right to object, with respect to such Proceeding, that such Forum does not have jurisdiction over such party. Lender irrevocably waives, to the fullest extent permitted by applicable law, with respect to Lender and Lender's revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction from any Forum, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of Lender assets (whether before or after judgment), and (v) execution or enforcement of any judgment to which Lender or its revenues or assets



might otherwise be entitled in any proceedings in the courts of any jurisdiction, and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any such proceedings. If any clause of this Agreement is determined void or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

23. **Acceptance.** This Agreement shall not be deemed to be accepted by Oasis or become a binding contract between Lender and Oasis until the signed Lender Application has been received and approved by Oasis and the Promissory Note and Loan Agreement is signed by Oasis. In the event that there are any unauthorized alterations or deletions to this Agreement or related documents such alteration and deletions shall not be binding on Oasis and said original forms shall govern the Loan Account.

24. **I.D. Certification.** Lender hereby certifies, under penalty of perjury, that the identification information provided on the Lender Application is Lender's correct information.

OASIS INTERNATIONAL GROUP, LTD.

THIS IS A LEGALLY BINDING CONTRACT.

DO NOT SIGN UNTIL YOU HAVE CAREFULLY READ ALL OF THE FOREGOING COMPLETELY AND COMPLETED THE LENDER ACCOUNT APPLICATION.