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Chief Approval [Signature]

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

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

JOSEPH S. ANILE, II

**PLEA AGREEMENT**

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

**A. Particularized Terms**

1. Count(s) Pleading To

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

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2. Maximum Penalties

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

3. Elements of the Offenses

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

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The elements of Count One are:

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

The elements of Count Two are:

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

The elements of Count Three are:

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

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

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

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

4. Indictment Waiver

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

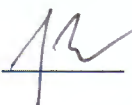
5. No Further Charges

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

6. Mandatory Restitution to Victim of Offense of Conviction

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

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7. Guidelines Sentence

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

8. Acceptance of Responsibility - Three Levels

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

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

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

9. Upward Departure

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

10. Cooperation - Substantial Assistance to be Considered

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

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

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

11. Use of Information - Section 1B1.8

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

12. Cooperation - Responsibilities of Parties

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

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

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

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

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

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

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

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

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

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13. Taxes - Payment and Cooperation

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

14. Forfeiture of Assets

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

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

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

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

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

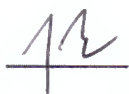
Property ID Number: 5885.0870/9.

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

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

Property ID Number: 587304259.

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

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

TOGETHER WITH:

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

Property ID Number: 0012043003.

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

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

Property ID Number: 581533109.

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

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

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

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

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

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

Property ID Number: 581547459.

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

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

Property ID Number: 0220-03-0023.

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

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

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

Property ID Number: 0220030024;

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

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

Property ID Number: 588511909.

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

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

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

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

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

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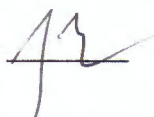


The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil, judicial or administrative forfeiture action. The defendant also agrees to waive all constitutional, statutory and procedural challenges (including direct appeal, habeas corpus, or any other means)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

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

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

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

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

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

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

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

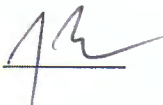
The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement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

**B. Standard Terms and Conditions**

1. Restitution, Special Assessment and Fine

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

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

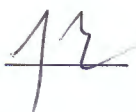
On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. To ensure that this obligation is satisfied, the Defendant agrees to deliver a check or money order to the Clerk of the Court in the amount of \$300 payable to "Clerk, U.S. District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

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

2. Supervised Release

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

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3. Immigration Consequences of Pleading Guilty

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

4. Sentencing Information

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

5. Financial Disclosures

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

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

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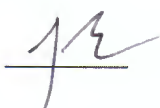
6. Sentencing Recommendations

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

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

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

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

8. Middle District of Florida Agreement

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

9. Filing of Agreement

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

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10. Voluntariness

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

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

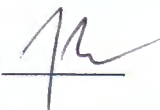
11. Factual Basis

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

FACTS

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

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

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

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

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

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

Defendant was not aware of ban by CFTC until April 2019.  
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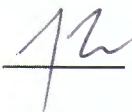
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profitable, as in a typical Ponzi scheme. They used some of the funds transmitted by victim-investors for expenses associated with perpetuating the scheme and for their own personal enrichment.

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

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

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

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

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

Defendant's Initials 

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

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

Defendant's Initials   *JZ*

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

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

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

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

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

12. Entire Agreement

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

Defendant's Initials

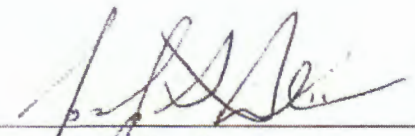


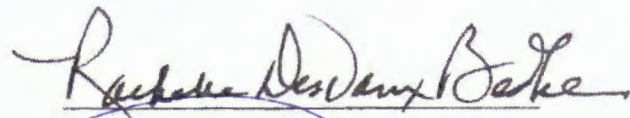
13. Certification

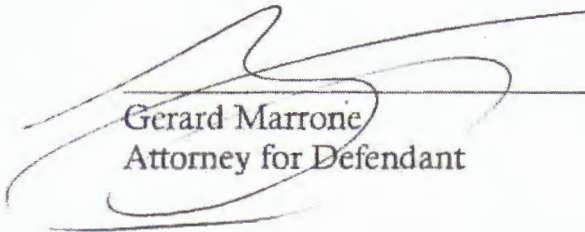
The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

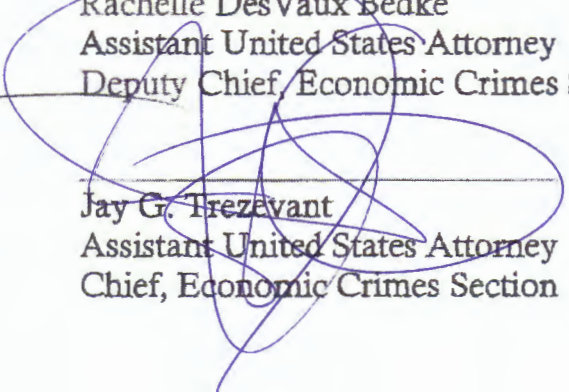
DATED this 8<sup>th</sup> <sup>August</sup> day of ~~June~~ 2019.

MARIA CHAPA LOPEZ  
United States Attorney

  
\_\_\_\_\_  
Joseph S. Anile, II  
Defendant

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

  
\_\_\_\_\_  
Gerard Marrone  
Attorney for Defendant

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