UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.,
Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II. L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES, L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants, and

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants.

Q BURKE MOUNTAIN RESORT, HOTEL
AND CONFERENCE CENTER, L.P.
Q BURKE MOUNTAIN RESORT GP SERVICES, LLC,

Additional Receivership Defendants[1]
_____/

RECEIVER'S REPORT ON VALIDITY OF OFFER FOR JAY PEAK'S STOCK FILED BY QUIROS IN CONNECTION WITH HIS COUNSELS' FEE REQUEST[2]

[1] *See* Order Granting Receiver's Motion to Expand Receivership dated April 22, 2016 [ECF No.: 60].
[2] The alleged offer was not filed by Berger Singerman, LLP in connection with its fee request and nothing contained in this report is directed at Berger Singerman, LLP.

Michael I. Goldberg, in his capacity as receiver (the "Receiver") of Jay Peak, Inc., Q Resorts, Inc., Jay Peak Hotel Suites L.P., Jay Peak Hotel Suites Phase II L.P., Jay Peak Management, Inc., Jay Peak Penthouse Suites L.P., Jay Peak GP Services, Inc., Jay Peak Golf and Mountain Suites L.P., Jay Peak GP Services Golf, Inc., Jay Peak Lodge and Townhouse L.P., Jay Peak GP Services Lodge, Inc., Jay Peak Hotel Suites Stateside L.P., Jay Peak Services Stateside, Inc., Jay Peak Biomedical Research Park L.P., AnC Bio Vermont GP Services, LLC (collectively, the "Receivership Defendants") and Jay Construction Management, Inc., GSI of Date County, Inc., North East Contract Services, Inc., and Q Burke Mountain Resort, LLC (collectively, the "Relief Defendants") and Q Burke Mountain Resort, Hotel and Conference Center, L.P. and Q Burke Mountain Resort GP Services, LLC (together, "Additional Receivership Defendants") (the Receivership Defendants, Relief Defendants, and Additional Receivership Defendants shall collectively be referred to as the "Receivership Entities"), by and through undersigned counsel, and pursuant to the Order Granting Plaintiff Securities and Exchange Commission's Motion for Appointment of Receiver, dated April 13, 2016 (the "Order") [ECF No. 13], respectfully files this Report on Validity of Offer for Jay Peak Stock Filed by Quiros' in Connection With His Counsels' Fee Request.

1. On August 22, 2016, Quiros' counsel filed Defendant Ariel Quiros' Reply in Support of Second Motion for an Order Permitting Payment of Attorneys' Fees and Costs (the "Reply")[DE 204]. Attached as Exhibit "1" to the Reply is an unsigned Letter of Intent pursuant to which an entity named Bellwether Asset Management ("BAM") purports to make an offer of $93 million for the "outstanding shares of Jay Peak Incorporated" and some related assets (the

"BAM LOI").[3] Quiros' counsel places great weight on this unsigned offer stating that it proves "there are more than enough assets available to satisfy any judgment against Mr. Quiros, and thus there is no logical reason why he should not be able to access his own assets to defend himself." Reply at p. 3. Moreover, Quiros also states, "[f]or reasons that are unclear, the Receiver has not disclosed to this Court the offer to purchase Jay Peak, Inc. for $93 million. And to say the least, the offer seriously undercuts the Receiver's argument that 'the receivership estate is in a precarious financial position."[4] Reply, p. 3, fn 3. Typical of Quiros, he neglects to inform the Court of the entire story behind the BAM LOI including the important fact that the proposed buyer **never visited the property, never conducted any due diligence and did not hire a lawyer** prior to blindly submitting its original letter of intent. Moreover, had Quiros bothered to undertake even the slightest due diligence, he would have learned that the person behind the offer was currently being sued for securities fraud and common law fraud in the United States District Court for the Southern District of Florida accused of stealing $3 million.

2. More specifically, the Receiver first received a copy of a similar LOI from a related entity, Bellwether Business Group ("BBG"), on July 12, 2016. BBG's LOI was forwarded to the Receiver via email along with a Due Diligence List by Quiros' counsel. A copy of BBG's original LOI (the "Original LOI") is attached hereto as **Exhibit "A"**. The Receiver, who has sold hundreds of millions of dollars in real estate and businesses in his capacity as receiver over the course of his career, read the Original LOI and immediately noticed that it was significantly flawed in many respects. First, the Original LOI is unclear as to whether BBG

[3] This LOI has created a great deal of misinformation and confusion among investors, creditors and the press and the Receiver has been forced to incur significant time responding to investor and creditor inquiries concerning the validity of the LOI. The Receiver believes that the LOI was flawed on its face and that anyone undertaking the bare minimum investigation would have discovered its deficiencies. The Receiver believes the sole reason Quiros filed it with the Court was to attempt to gain a litigation advantage.

[4] This statement also indicates that Quiros has a gross misunderstanding of the concept of "illiquidity," which is surprising for someone who holds his personal financial acumen in such high regard.

intends to purchase the stock of some Receivership Entities or their assets or both. For instance, in paragraph one of the Original LOI, BBG states that it will "purchase all assets associated with the Business . . ." Original LOI at paragraph 1. However, in the very next paragraph of the Original LOI, BBG states that it "agrees to buy from Seller one hundred percent (100%) of the shares of Q. Resorts, Inc. and Jay Peak Incorporated." Original LOI at paragraph 2. Certainly, any first year lawyer would know not to structure a deal to purchase the stock of entities which are defendants in an SEC receivership potentially subjecting their client to hundreds of millions of dollars in claims.[5]

3. Next, to the extent BBG intended to purchase assets, the Original LOI did not even sufficiently define the assets BBG intended to purchase.[6] It simply contained general statements such as "all assets associated with the Business." Equally concerning is that the Due Diligence List which accompanied the Original LOI was completely irrelevant to the intended transaction, but instead referenced a transaction between entities called CardioGenics, Inc. and Deva Capital Funding, Ltd.. Furthermore, the Due Diligence List did not even seek information pertaining to the potential purchase of a ski resort. For instance, it requests, information on "warranty claims," "plant qualifications," and "Product and services under development"—items having nothing whatsoever to do with a ski resort. Surely, one would expect that someone who is serious about a proposed $93 million transaction would have taken the time to create a due diligence list tailored specifically for the contemplated transaction. Nevertheless, the Receiver was still willing to explore the potential transaction and sent Quiros' counsel an email pointing out numerous deficiencies in the Original LOI and Due Diligence List seeking to set up a

[5] The Receiver later learned that BBG was not represented by outside counsel at the time it submitted this letter of intent.

[6] The Original LOI did not even contain all material terms such as the contemplated closing date. Quiros' counsel informed the Receiver that BAM wanted to close the transaction by July 31, 2016—less than three weeks from the date of the Original LOI. This unrealistic term also made the proposed transaction completely suspect.

conference call with BBG. *See*, Email dated July 12, 2016 from Michael Goldberg to David Gordon attached hereto as **Exhibit "B".**

4. On July 13, 2016, the Receiver met with a broker to discuss the Original LOI. Jean Joseph, the Director of BBG and the proposed signatory on the Original LOI attended this meeting by telephone. At the meeting, the Receiver informed Joseph and the broker that the Original LOI had serious flaws and that the Receiver could not properly evaluate the proposal unless the LOI was amended to make the proposed structure more clear and to better define the assets intended to be purchased. After all, how could the Receiver evaluate the proposed purchase price if he did not even know what was intended to be purchased. Finally, the Receiver urged Joseph to retain counsel if he was serious about purchasing the Jay Peak Resort.

5. On or about July 27, 2016, Joseph and the broker visited the Jay Peak Resort for the first time. Thereafter, on August 6, 2016, the Receiver received a second unsigned letter of intent (the "BAM LOI") which is the version of the letter of intent Quiros attaches to the Reply. The BAM LOI was also significantly deficient in that it did not contain material terms one would expect in a proposed $93 million transaction (ie… closing date, purchase price allocation, etc…). Attached to the BAM LOI was an asset list detailing the "Associated Assets" as previously requested by the Receiver. The asset list is completely nonsensical. For instance, it lists specific rooms in buildings such as the "Valhalla board room" which is a single conference room inside the hotel. This is the equivalent of offering to buy Courtroom 11-1 in the Federal Courthouse, without buying the entire building. Even more bizarre, included on the asset list is "Disney pixar toy story"[sic]. The Receiver has no idea what BAM is referring to as the Receivership Entities have no interest in this Disney movie and can only assume that this too is a carryover from another transaction. Simply put, the asset list still did not allow the Receiver to properly evaluate

the offer and appears to have been put together by someone completely unfamiliar with sophisticated transactions of this type. Additionally, once again, the proposed transaction was structured, in part, as a stock sale whereby BAM intended on purchasing the stock of the very entities in receivership potentially subjecting the buyer to hundreds of millions of dollars in claims—something the Receiver has never seen in 25 years of serving as a receiver. The Receiver reviewed the BAM LOI with his transactional attorneys and determined that it was not legitimate. Accordingly, the Receiver informed BAM that he was not going to expend additional resources responding to the BAM LOI, but rather, BAM could participate in the formal sales process that was anticipated to commence early next year.

6. Thereafter, on August 24, 2016, the Receiver received a third unsolicited letter of intent from BAM (the "Third LOI") pursuant to which BAM purportedly "intensified its interest not only with Jay Peak but with all assets held in the receivership." Third LOI at p. 1. A copy of the Third LOI is attached hereto as **Exhibit "C"**. Now instead of BAM blindly offering $93 million for a undefinable set of Jay Peak's assets, BAM now offered to invest a total of $203 million in all of the Receivership Entities. However, a detailed review of the Third LOI indicates that it too is entirely suspect. Although BAM still offered $93 million for Jay Peak's assets (still not properly defined), it now "suggested" that the Receiver utilize the majority of the proceeds for specific purposes. For instance, BAM's current plan now called for the Receiver to use $14 million of the $93 million to pay Phase I investors; use $22 million to finish the Stateside project (Phase 6); and use $40 million to complete AnC Bio (Phase 7). Thus, the offer actually became worse than the first two offers under which the Receiver would have $93 million not earmarked for any particular purpose. Under the latest letter of intent, BAM now earmarked $76 million of the $93 million sales proceeds to be used to satisfy obligations created by Quiros' fraud and at

best only $17 million would be available for investors.[7] Accordingly, this new proposed structure completely undermines Quiros' statement in the Reply that "there are more than enough assets available to satisfy any judgment against Mr. Quiros, and thus there is no logical reason why he should not be able to access his own assets to defend himself." Reply at p. 3.

7. Moreover, although BAM proposed to acquire all of the Receivership Entities' assets, it had no definitive plans to satisfy the claims of investors in Phases 2 thru 8. Rather, it speculated that it could pay them off in three to five years from a combination of selling stock in AnC Bio and turning the entire Jay Peak Resort and Burke Mountain Hotel into a vacation club. Simply put, BAM now proposed to purchase **all** of the Receivership Entities' assets for the same $93 million payment that it previously intended to purchase some of the Receivership Entities' assets and basically was promising to repay the investors sometime in the future using funds raised from third parties. Simply put, this proposal further exposed the current victims of Quiros' fraud to be re-victimized in the future.

8. Believing that BAM's offers were highly suspect, the Receiver performed a basic investigation on Jean Joseph ("Joseph"), the person who the Receiver spoke with and is listed on the signature block as the Manager of BAM and the Director of BBG.[8] What the Receiver learned was extremely troublesome. More specifically, Joseph is currently a defendant in the case of *Kolmat Do Brasil, Ltda, et al. v. Jean Joseph, et al.*, Case No. 14-cv-81320-KAM pending in the United States District Court for the Southern District of Florida. In the *Kolmat* case, Joseph is accused of promising to secure a $30 million loan for a group of investors in Brazil who were seeking the loan to construct a hotel in Brazil. As a precondition for the loan,

[7] This calculation does not even take into account the millions of dollars in closing costs and broker's commissions required under the Third LOI. Thus, this amount will actually be significantly less.

[8] This investigation consisted of a Google search and a search of PACER. Something Quiros should have undertaken at a minimum before he chose to file the BAM LOI and base a large part of his argument upon it.

Joseph required the Brazilian investors to invest $3 million in another business he allegedly controlled referred to as GSA. Thereafter, the Brazilian investors forwarded the $3 million to GSA, however, Joseph allegedly absconded with their $3 million without obtaining the promised financing.

9. The Brazilian investors sued Joseph and his related companies alleging, among other things, fraud, violations of the federal securities laws and breach of fiduciary duty. In August, 2016, the Honorable Kenneth A. Marra entered an order sanctioning Joseph and striking his pleadings. A Clerk's Default was entered against Joseph and his companies on September 6, 2016. It is expected that a judgment for fraud will be entered against Joseph shortly. Clearly, Joseph is not someone that the Receiver feels comfortable doing business with and BAM's various proposals are suspect. Attached hereto as **Composite Exhibit "D"** is a copy of the Complaint and Clerk's Default.

10. In response to the Third LOI, the Receiver sent Joseph a letter requesting information concerning the source and existence of the funds he intended to use to complete the transaction; his experience in EB-5 projects; his experience in operating vacation clubs; and other pertinent information concerning the proposed transaction. In this letter, the Receiver also specifically asked whether or not Joseph was ever accused of violating the securities laws or otherwise accused of fraud. *See* Receiver's Letter to Joseph attached hereto as **Exhibit "E"**. On September 12, 2016, the Receiver received back a response containing letters from various foreign banks stating that "Slovensko-Ruske Investicne Konsorcium,"-- an entity not previously mentioned in any of the correspondence between the Receiver and any of the BAM related entities, had sufficient funds to purchase Jay Peak. The response failed to answer most of the

Receiver's questions. Quite telling, neither Joseph or BAM replied to the Receiver's question about whether or not they have ever been accused of violating securities laws or fraud.

11. On September 13, 2016, the Receiver once again inquired if Joseph or anyone else affiliated with BAM had ever been accused of securities violations and/or fraud. In response, on September 14, 2016, the Receiver received a craftily worded letter from a gentleman named Henry W. Johnson, a man now purporting to be a director of BBG whom the Receiver never previously communicated with, stating "let me stress that no one within Bellwether Business Group, whether Shareholder or Director, is involved in any violation of federal or state securities laws or subpoena for fraud. . . . Any member or Shareholder or Director now or in the future who is involved or may be involved in any fraud or violation of any laws, will not be involved in the management team or a be a decision maker in Jay Peak or any of the Jay Peak Projects and shall be promptly removed from Bellwether Business Group."[9] A copy of BBG's Letter is attached hereto as **Exhibit "F"**. Importantly, the email accompanying the letter instructed the Receiver to no longer communicate with BBG through Joseph—despite the fact that Joseph was previously listed as the Director of BBG and the Manager of BAM and the only person the Receiver's had ever dealt with on their behalf. The Receiver has also learned additional information about Joseph that is extremely troublesome, but is not appropriate to publish in this report.

12. Thus, we are now full circle to the Reply where Quiros states "[f]or reasons that are unclear, the Receiver has not disclosed to this Court the offer to purchase Jay Peak, Inc. for $93 million. To say the least, the offer seriously undercuts the Receiver's argument that 'the receivership estate is in a precarious financial position." Reply, p. 3, fn 3. The Receiver submits

[9] Coincidentally, Henry Johnson is alleged to be Joseph's lawyer in the complaint filed by the Brazilian investors in the *Kolmat* lawsuit. The plaintiff's in that lawsuit allege that they deposited $70,000 into Johnson's trust account, but such funds are also missing.

that the answer to Quiros concerns should now be crystal clear, and if anyone's argument is undercut, it is Quiros' argument.

Respectfully submitted,

/s/ Michael I. Goldberg
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Court Appointed Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on this 16th day September, 2016 via the Court's notice of electronic filing on all CM/ECF registered users entitled to notice in this case as indicated on the attached Service List.

By: /s/ Michael I. Goldberg
Michael I. Goldberg, Esq.

SERVICE LIST

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EXHIBIT A

BELLWETHER
BUSINESS GROUP

Letter of Intent

This letter of intent sets forth the agreement and understanding as to the terms of the sale between **Q. Resorts Inc., (which owns 9,232 shares or 100% of Jay Peak Incorporated)** (the "Seller and/or Business") located at 111 NE 1st St, Miami, FL 33132, and **Bellwether Business Group, Inc.** (the "Purchaser") located at 7900 Glades Road, Suite 530, Boca Raton, FL 33434. The parties intend for this letter and agreement to be binding and enforceable as well as contingent upon Due Diligence and that it shall be for the benefit of the respective parties as well as their successors and assigns.

1. Purchased Assets.
At closing, the Purchaser will purchase all assets associated with the Business, including but not limited to, buildings (including FF&E & L/H Improve), trails, parking & signage, land for resort operations, land held for short term development, land held for long term development, 18 hole golf course, Chairlifts, operating equipment, restaurant equipment, ski/board/Nordic/ice rental equipment, vehicles, computer equipment, computer software, furniture, fixtures & equipment (including Water Park), contract rights for management of resort, all inventories, intellectual property, accounts and notes receivable, contracts and agreements, equipment, government permits, any documents, files and records containing technical support and other information pertaining to the operation of the Business.

2. Participation of Shares.
Whereas, Purchaser agrees to buy from Seller one hundred percent (100%) of the shares of Q. Resorts Inc. and Jay Peak Incorporated.

3. Assumed Liabilities.
The Purchaser shall assume, as of the closing date, only those liabilities and obligations (i) arising in connection with the operation of Jay Peak Incorporated by the Purchaser after the closing date, and (ii) arising after the closing date in connection with the performance by the Purchaser of the contracts and agreements associated with Jay Peak Incorporated.

4. Purchase Price.
The purchase price will be $93,000,000, payable with available funds in two installments. At the closing, sixty million ($60,000 000) payable in cash and the remaining thirty-three million ($33,000,000) once complete control of the resort is given to Purchaser. Note that the Seller may grant complete control at closing, in which case the Purchaser would pay the complete purchase of $93,000,000.

5. Pre-Closing Covenants.
All parties will use their best efforts to obtain all necessary third-party and government consents (which includes all certificates, permits and approvals required in connection with the Purchaser's operation of the Business and all material requested by Purchaser in the Due Diligence process). The Seller will continue to operate Jay Peak Incorporated consistent with past practices while obtaining and distributing the proper documentation to Purchaser. The parties agree to prepare, negotiate and execute a proper purchase agreement that reflects the terms set forth in this letter of intent.

6. Conditions to Obligation.

The Purchaser and the Seller will be obligated to consummate the acquisition of Jay Peak Incorporated unless the Purchaser has failed to obtain, despite the parties' reasonable best efforts, all certificates, permits and approvals that are required in connection with Purchaser's operation of Jay Peak Incorporated.

7. Due Diligence.
The Seller agrees to cooperate with the Purchaser's due diligence investigation of Jay Peak Incorporated and to provide the Purchaser and its representatives with prompt and reasonable access to key employees and to books, records, contracts and other information pertaining to Jay Peak Incorporated. (see "Exhibit A: Due Diligence Information"). This letter of intent is contingent upon the completion of Due Diligence and the Purchaser's satisfactory review of said Due Diligence.

8. Confidentiality; Non-competition.
The Purchaser will use the Due Diligence Information solely for the purpose of the Purchaser's due diligence and investigation of Jay Peak Incorporated, and unless and until the parties consummate the acquisition of the Jay Peak Incorporated, the Purchaser and its affiliates, directors, officers, employees, advisors, and agents (the Purchaser's "Representatives") will keep the Due Diligence Information strictly confidential. The Purchaser will disclose the Due Diligence Information only to those Representatives of the Purchaser who need to know such information for the purpose of consummating the acquisition of Jay Peak Incorporated. The Purchaser agrees to be responsible for any breach of information by any of the Purchaser's Representatives and in the event the acquisition of Jay Peak Incorporated is not consummated, the Purchaser shall immediately return any and all materials containing Due Diligence to Seller. Additionally, the Purchaser will not use any Due Diligence Information to compete with Seller in the event the acquisition of Jay Peak Incorporated is not consummated.

9. Employees of the Business.
Until the consummation of the acquisition of Jay Peak Incorporated, or in the event that the parties do not consummate the acquisition of Jay Peak Incorporated, the Purchaser will not solicit or recruit the employees of the Jay Peak Incorporated.

10. Exclusive Dealing.
Until the completion of the Due Diligence, the Seller will not enter into any agreement, discussion, negotiation with, or provide information to, solicit, encourage, entertain or consider any inquiries or proposals from, any other corporation, or other person with respect to (a) the possible disposition of a material portion of the Jay Peak Incorporated, or (b) any business combination involving Jay Peak Incorporated, whether by way of merger, consolidation, share exchange or other transaction.

13. Public Announcement.
All press releases and public announcements relating to the acquisition of Jay Peak Incorporated will be agreed to and prepared jointly by the Seller and the Purchaser.

14. Expenses.
Each party shall pay all of its own expenses, including legal fees, with the exception of consultation fees and closing costs, which shall be paid by the Seller in connection with the acquisition of Jay Peak Incorporated.

a) A consulting fee of one and a half percent (1.5%) of the purchase price shall be paid to Midra Management & Consulting upon closing.

b) A consulting fee of one point two percent (1.2%) of the purchase price shall be paid to Treasure Union Investment, Ltd upon closing.

BELLWETHER
BUSINESS GROUP

15. Indemnification:
The Seller represents and warrants that the Purchaser will not incur any liability in connection with the consummation of the acquisition of Jay Peak Incorporated to any third party with whom the Seller or its agents have had discussions regarding the disposition of Jay Peak Incorporated, and the Seller agrees to indemnify, defend and hold harmless the Purchaser, its officers, directors, stockholders, lenders and affiliates from any claims by or liabilities to such third parties, including any legal or other expenses incurred in connection with the defense of such claims. The covenants contained in this paragraph will survive the termination of this letter of intent.

If both parties are in agreement with the terms of this letter of intent, please sign in the space provided below and return a signed copy to Bellwether Business Group, Inc. via electronic mail and an original copy shall be mailed to 7900 Glades Road Suite 530, Boca Raton, FL 33432 by the close of business on Friday, July the 15th, 2016. Upon receipt of a signed copy of this letter, we will proceed with our plans for consummating the transaction in a timely manner.

Very truly yours,

Bellwether Business Group

By:_____ Date:_____
Jean Joseph
DIRECTOR

Q. Resorts, Inc.

By: _____ Date:_____
Ariel Quiros
DIRECTOR

EXHIBIT B

Goldberg, Michael (Ptnr-Ftl)

From: Goldberg, Michael (Ptnr-Ftl)
Sent: Tuesday, July 12, 2016 6:17 PM
To: 'Gordon, David'
Subject: RE: LOI and Due Diligence

David, this is exactly the disconnect that I was worried about. This LOI indicates that they intend to buy numerous assets that do not belong to Jay Peak, Inc., but in fact belong to the various partnerships (ie... buildings, water park, etc...). These assets are currently owned by the various partnerships and cannot be fully transferred unless we obtain the partnerships' consent which will in turn require the consent of the limited partner-investors. Moreover, from a practical perspective, they cannot be transferred until such time as the investors achieve their immigration status otherwise there will be a disconnect between their investment and job creation and many investors who have not yet achieved their desired immigration status will be hurt. If I am incorrect in my reading of this LOI, they need to clarify it so that I can fully understand what they intend to purchase so that Judge Gayles and I can fully determine if the proposed transaction is in the creditors' best interest.

Once there is a meeting of the minds on what they intend to purchase and I can consider it vis-à-vis the proposed purchase price, I will hand this off to my transactional attorneys who regularly handle transactions such as this to further pursue the potential deal, however, before I incur the expense of doing so I need the Purchaser (as defined in the contract) to more clearly define the transaction. For instance, you state that they want to close this by July 31st, but that does not appear anywhere in the LOI that I can see. If this is something that they insist on, one would think it would be included in the LOI. I need this LOI to set forth all of the material terms and conditions as Judge Gayles will also require this to approve the transaction.

Furthermore, although I am prepared to deal with this matter on an expeditious basis, you know that even if the parties had a meeting of the minds and all parties (including the investors consented), this could not possibly close by July 31st. There is numerous title work, consents (including the court's authorization , contract and lease assignments) and all sorts of other transactional hurdles that must be achieved in order to consummate a deal such as this. Simply put, a July 31st closing date is not possible.

Finally, I am a little confused how someone can simply throw out a $93 million purchase price when they have not performed any due diligence and do not clearly define the specific assets being purchased. For instance, what does "buildings" mean in the context of this transaction? How can I even judge the reasonableness of the proposed purchase price until I know exactly what they intend on purchasing? The seriousness of this offer is further called into question by the fact that the accompanying due diligence list is not even tailored to this transaction as you acknowledge in your email. In fact, it is not even tailored to a similar transaction (ie... what do "warranty claims," "plant qualifications," and "Products and services under development" have to do with a ski resort?) Surely, you would expect someone that is serious about a transaction of this magnitude to have taken the time to tailor the due diligence list to the proposed transaction?

Notwithstanding the foregoing deficiencies in the LOI, I am happy to further explore this potential transaction, but I need further clarification on the offer before I incur a large transactional expense pursuing a proposed transaction that has so many flaws. I would like to set up a call directly with the Purchaser (and hopefully its lawyers) and my lawyers so that the legitimacy of this deal can be flushed out. I do not want you or I on the call so that I can obtain an independent opinion on the bona fides of this offer. I am prepared to do this immediately. Can you help set this up?

Partner, Bankruptcy & Reorganization Practice Group
Co-Chair, Fraud & Recovery Practice Group
Akerman LLP | 350 East Las Olas Boulevard | Suite 1600 | Fort Lauderdale, FL 33301-2999
Dir: 954.468.2444 | Main: 954.463.2700 | Cell: 954.770.8800 | Fax: 954.463.2224
michael.goldberg@akerman.com

From: Gordon, David [mailto:dbg@msk.com]
Sent: Tuesday, July 12, 2016 4:58 PM
To: Goldberg, Michael (Ptnr-Ftl)
Subject: FW: LOI and Due Diligence

Michael:

Please see attached. I haven't looked carefully at the LOI yet, but I thought I saw in there a purchase price of $93 million, which seems to be the opening bid. So this is likely something very significant.

I also have been told two things. First, although the due diligence list references another transaction, that should be ignored. They want the documents listed with respect to Jay Peak. Second, I am told they want to close by July 31.

I need to know whether you are prepared and want to deal with this in as expeditious a manner as possible. Letting an opportunity like this pass would seem inadvisable from virtually everyone's perspective.

David

David B. Gordon | Partner, through his professional corporation
T: 917.546.7701 | dbg@msk.com
Mitchell Silberberg & Knupp LLP | www.msk.com
12 East 49th Street, 30th Floor, New York, NY 10017

From: Midra Management [mailto:midra.management@gmail.com]
Sent: Tuesday, July 12, 2016 3:49 PM
To: Gordon, David
Subject: Fwd: LOI and Due Diligence

Pls forward to receiver and owner
Thank you
Ann Marie

--
Midra Management & Consulting
Ann-Marie Ferrao
319 Clematis st
Suite 218
West Palm Beach - Fl
786-266-5834

EXHIBIT C

BELLWETHER
ASSET MANAGEMENT

August 24, 2016

Michael Goldberg
Akerman LLP
350 East Las Olas Blvd.
Suite 1600
Fort Lauderdale, FL 33301

Delivered Via Email

Re: Follow Up and Amended Proposal in Conjunction with the Previously Submitted LOI for the Acquisition of Jay Peak Ski Resort

Michael:

I hope this correspondence finds you well. As you are aware, Bellwether Asset Management ("Bellwether") had previously submitted to you, in your capacity as receiver, an LOI for the acquisition of the Jay Peak Ski Resort and its associated assets. Bellwether now submits you this letter to serve as a follow up to the previous LOI and also to amend the proposal previously submitted.

In continuance of due diligence, Bellwether has intensified its interest not only with Jay Peak but with all assets held in receivership. Bellwether Business Group is prepared to work closely with local government, local executives and you as the receiver to make all these projects successful and make all investors whole. Bellwether is dedicated to raise capital to make funds available to complete all projects, acquire ownership of each, and provide investors with exit strategies.

Bellwether also has diverse investment and business interest but also has substantive Bio Science interest. Bellwether has in Toronto Canada one of the world's best bio science innovation centers.

Bellwether understands the complexity of this acquisition and is willing to work in a team effort to make it successful for all parties. After visiting the facilities and the local communities, Bellwether can appreciate the benefits of each project both financially and socially. The group is prepared to undertake this aggressively and successfully.

Below please find the proposals and solutions for each associated project:

Purchase of Jay Peak Ski Resort for $93,000,000

Phase I: Tram Haus Lodge- 35 investors. We understand that there has been a pay back of $3,000,000 and investors are still due a pay back of approximately $14,000,000. We would recommend using proceeds from the purchase of Jay Peak to exit and make these investors whole.

Phase II: Hotel Jay – 150 investors. We understand the investors expect a payback strategy to be shared with them within the next two to eighteen months. Bellwether understands a full pay back can only occur after the last 829 is approved.

Bellwether will offer the investors two options for exiting:

1. Raise capital to payback investors. Bellwether will offer a discount for an immediate cash payment to investors. The amount has not been determined but will seek advice from the local executives before making the offering.

2. Offer a full payback of total amount in one to three years from the proceeds of a vacation ownership program. This will allow the investor to receive his full amount.

Phase III: Penthouse Suites- 65 Investors. Same as Phase II.

Phase IV: Golf and Mountain Suites - 90 Investors. Bellwether understands the investors expect a payback strategy within two years. Solution will be the same as Phase II.

Phase V: Lodge and Townhouse - 90 Investors. Bellwether understands the investors expect a payback strategy within 24 to 36 months. Solutions will be the same as Phase II.

Phase VI: Stateside - 134 Investors. Bellwether understands the investors expect a four year payback. Bellwether also understands this project requires approximately $22,000,000 for completion. Bellwether would recommend using the proceeds from the purchase of Jay Peak to complete the project. Exit for investors would be the same as Phase II.

Phase VII: ANC BIO

Bellwether understands there are approximately 168 investors in the project to date of the 210 positions, formally available. Furthermore, Bellwether understands the project has not been completed and there is a deficit of approximately $40,000,000 to do so.

Bellwether understands the following:

$6,000,000 used to buy land / warehouse
$3,000,000 used for site preparation
$10,000,000 for patent & distribution rights
$24,000,000 approximately in escrow

Bellwether suggests replenishing the investors' funds, approximately $40,000,000, from the proceeds of the transactions associated with the sale of Jay Peak. Bellwether will offer to buy the land as is for $3,500,000 and add the capital necessary to complete the center through our own funds; no additional EB5 funds. Bellwether understands the project was estimated at $105,000,000.

The exit strategy for the Newport Bio Center would be to make a Public Offering of the center between year three to five of operations. The proceeds from the Public Offering will pay back the investors.

Phase VIII: Burke Mountain Resort - Bellwether understands there are 121 investors who expect a payback strategy in 5 years.

Bellwether would like to purchase Burke Mountain Resort and complete the Burke Mountain Lodge project. This completion represents the construction of Hotel amenities such as the Acqua Center, Tennis Center, and Mountain Biking Center. These investments represent approximately $36,000,000 of private capital.

Although there is $60,500,000 already raised there remains $5,500,000 due to contracts and vendors.

Bellwether's capital will fund the construction of the amenities up to $36,000,000 and pay $5,500,000 of balance due on hotel. In doing so, Bellwether will acquire the resort. This would represent a capital investment of up to $41,500,000 of Bellwether's funds. In 5 years the exiting strategy for the investors will be the same as Phase II.

Newport Main Street – Bellwether understands this project is not associated with any EB5 program but is under the receivership. Project as we understand it, is a multiuse commercial facility with 70 to 80 extended stay suites / 3 to 4 levels.

Within the commercial levels are restaurants, shops and offices. Estimated cost is $35,000,000.

Bellwether will offer to buy the land for $3,000,000 and commit to completing project to serve the local community needs.

Thank you very much for your time and consideration with this matter. Also, for your consideration, in an effort to simplify the proposal contained herein, a concise summary is attached hereto.

Sincerely,

Jean Joseph
Manager
Bellwether Asset Management LLC

SUMMARY FOR ACQUISITION

I: BUY JAY PEAK FOR $93,000,000.

SUGGESTIONS:

1. Purchase proceeds can be used immediately to pay investors $14,000,000 from Phase I project.
2. Purchase proceeds can be used immediately to finish Stateside project in the amount of $22,000,000.
3. Purchase proceeds can be used immediately to pay complete deficit at ANC Bio Center in the amount of $40,000,000.

II: BUY ANC BIO CENTER SITE 26 ACRES PLUS 60,000 SFT WAREHOUSE AND VICTORIAN HOUSE FOR $3,500,000. BELLWETHER WILL RAISE NECESSARY CAPITAL TO MAKE UP FOR THE DIFFERENCE OF ESTIMATED COST FOR BIO CENTER AND RAISED EB5 FUNDS, APPROX. $22,000,000.

III: BUY BURKE MOUNTAIN FOR $5,000,000 AND INVEST UP TO $36,000,000 OF OWN CAPITAL TO COMPLETE AMENITIES THAT WAS PROMISED TO INVESTORS AND PAY BALANCE DUE OF $5,500,000 FOR COMPLETION OF HOTEL.

IV: BUY DOWNTOWN MAINSTREET LAND FOR $3,000,000. INVEST $35,000,000 OF OWN CAPITAL TO BUILD MAINSTREET CENTER.
TOTAL PROPOSED ACQUISITION: $104,500,000.

TOTAL PROPOSED ADDITIONAL CAPITAL BY BELLWETHER TO COMPLETE PROJECTS: $98,500,000.

TOTAL INVESTMENT BY BELLWETHER: $203,000,000.

EXHIBIT D

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 14-81320-CIV-MARRA

KOLMAT DO BRASIL, LDTA a foreign corporation and GIAN PIERO BERNERI, an individual,

Plaintiffs,

vs.

EVERGREEN UNITED INVESTMENTS, LLC, a Florida limited liability corporation; GSA INCOME AND DEVELOPMENT FUND, LP, a Florida limited partnership; JEAN JOSEPH, an individual, GIORGIO MARIANI, and ADMIRAL ADMINISTRATION (US), LLC, a Delaware corporation,

Defendants.
_____/

ORDER

THIS CAUSE comes before the Court upon Defendant Admiral Administration (US) LLC's Motion for Order to Show Cause Why the Evergreen Defendants Should Not Be Held in Contempt of Court (DE 137).

THIS MATTER was referred to the Honorable William Matthewman, United States Magistrate Judge, Southern District of Florida. A Report and Recommendation, dated June 15, 2016, has been filed [DE 146], recommending that Rule 37 sanctions be imposed including (1) an award of attorney's fees and costs in favor of Admiral caused by the Evergreen Defendants' failure to provide discovery; (2) entry of an Order prohibiting Evergreen Defendants from supporting or opposing all designated claims or defense and (3) striking of Evergreen Defendants' pleading in this case. The Magistrate Judge did not recommend that the Court hold

the Evergreen Defendants in contempt or assess a daily fine for each day the Evergreen Defendants fail to comply with the Court's order.

The Court has conducted a *de novo* review of the entire file and the record herein. No objections have been filed.

Accordingly, it is hereby **ORDERED AND ADJUDGED** that:

1) United States Magistrate Judge Matthewman's Report and Recommendation be, and the same is **RATIFIED, AFFIRMED and APPROVED** in its entirety.

2) The Court finds Admiral is entitled an award of attorney's fees and costs in its favor for the Evergreen Defendants' failure to provide discovery. The Court hereby **REFERS** to Magistrate Judge William Matthewman for a determination of the amount of attorney's fees and costs.

3) The Evergreen Defendants are prohibited from supporting or opposing all designated claims or defense.

4) The Evergreen Defendants' pleadings are **STRICKEN.**

DONE AND ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida, this 11th day of July, 2016.

KENNETH A. MARRA
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

CASE NO:

KOLMAT DO BRASIL, LDTA
a foreign corporation; and, GIAN PIERO
BERNERI, an individual,

Plaintiffs,

EVERGREEN UNITED INVESTMENTS,
LLC, a Florida limited liability corporation;
GSA INCOME AND DEVELOPMENT
FUND, LP, a Florida limited partnership;
JEAN JOSEPH, an individual; GIORGIO
MARIANI; and ADMIRAL ADMINISTRATION
(US), LLC, a Delaware corporation.

/

FIRST AMENDED COMPLAINT (CORRECTED) AND DEMAND FOR JURY TRIAL

Plaintiffs, KOLMAT DO BRASIL, LDTA, and GIAN PIERO BERNERI, (hereinafter referred to as "Plaintiffs"), brings this action against EVERGREEN UNITED INVESTMENTS, LLC, GSA INCOME AND DEVELOPMENT FUND, LP, JEAN JOSEPH, GIORGIO MARIANI, and ADMIRAL ADMINISTRATION (US), LLC., for fraud for appropriating funds from Plaintiff under false pretenses and failing to return funds that belong to Plaintiffs after numerous requests, and following many promises by Defendants to return the funds.

NATURE OF THE ACTION

1. This is an action brought under Rule 10b-5, promulgated pursuant to the Securities and Exchange Act of 1934 ("Exchange Act"). Plaintiffs seek damages and equitable relief pursuant to the Exchange Act for the fraudulent acts and misrepresentations made by Defendants in the sale of certain

securities and for Plaintiffs' reasonable reliance thereon, which caused Plaintiffs' harm.

2. This action charges that Defendants engaged in an unlawful and deceitful course of conduct to improperly financially advantage Defendants to the detriment of Plaintiffs. The facts alleged in this Complaint clearly establish that 1) Defendants intentionally made material misrepresentations; 2) these misrepresentations were made with knowledge of their falsity; 3) these misrepresentations were made with the intent to induce Plaintiffs to invest in Defendants' privately-held security; 4) Plaintiffs relied on Defendants' misrepresentations; 5) Plaintiffs have suffered financial loss and, 6) Plaintiffs have suffered the loss of their investment as a result of Defendant's fraudulent misrepresentations and scheme to defraud. *Ledford v. Peeples*, 568 F.3d 1258, 1289 (11th Cir. 2009).

JURISDICTION AND REVIEW

3. The claims made herein arise under and pursuant the Securities and Exchange Act of 1933 (15 U.S.C. § 78j(b) and Rule 10b-5 promulgated thereunder by the SEC (17 C.F.R. 240.10b-5); and common law.
4. This Court has jurisdiction over the subject matter of this action pursuant to § 27 of the Exchange Act of 1934 (15 U.S.C. § 78aa.)
5. The acts charged herein, including the preparation and dissemination of materially false and misleading information, occurred in this District. Defendants conducted other substantial business within this District, and many of the Defendants reside within this District. At all relevant times,

Defendants Evergreen United Investments, LLC ("Evergreen") and GSA Income and Development, Fund, LP ("GSA") were headquartered in this District.

6. In connection with the acts alleged in this Complaint, defendants, directly or indirectly, used the means and instrumentalities of interstate commerce, the mails, and interstate telephone communications.

7. This Court also has jurisdiction over this matter pursuant to 28 U.S.C. 1332, in that the action (1) involves more than $75,000.00 exclusive of costs and attorney's fees, and (2) involves parties residing in wholly different countries.

THE PARTIES

8. Plaintiff Kolmat Do Brasil LTDA ("Kolmat") is a Brazilian corporation, with its principal place of business in Maceio, Alagoas, Brazil. Kolmat's principal business involves construction luxury resorts in Brazil and throughout Central America.

9. Plaintiff Gian Piero Berneri ("Berneri") is manager of Kolmat Do Brasil, LTDA, and is a citizen of Italy, residing in Maceio, Alagoas, Brazil.

10. Defendant Evergreen United Investments, LLC ("Evergreen") is a Florida limited liability corporation, with its principal place of business in Boca Raton, Florida. Evergreen is an unregistered Investment Fund, which invests in U.S. Government Bonds and commercial properties in Florida and other states.

11. Defendant GSA Income and Development Fund, LP (GSA) is a Florida limited partnership, with its principal place of business in Boca Raton, Florida.

GSA is an unregistered Investment Fund, specializing in investing in properties that are leased to the United States Government.

12. Defendant Jean Joseph is a principal and manager of Evergreen and GSA, and is the manager of the GSA Fund. Mr. Joseph is a resident of Florida, with his permanent Florida residence in Highland Beach, FL 33487.

13. Giorgio Mariani acted as broker for Evergreen and GSA, and used his personal and business relationship and trust with Berneri to convince Berneri to enter into a business contract with defendant, Jean Joseph.

14. Admiral Administration (US), LLC ("Admiral") is a Delaware corporation with its principal place of business in Manakin Sabot, Virginia. Admiral is the designated administrator of the GSA Fund.

15. Venue is proper in the Southern District of Florida pursuant to 29 U.S.C. 1391(b)(1).

16. All conditions precedent to the filing of this action have been waived or satisfied.

FACTS GIVING RISE TO THE SUBSTANTIVE ALLEGATIONS

17. Kolmat do Brasil (Kolmat) has, as its primary business purpose, to construct luxury resorts in attractive parts of Brazil and Central America.

18. During the year 2013, Kolmat began plans to build a development to be known as the Magia Resort, located in Maceio, Alagoas, Brazil.

19. In 2013, Kolmat began investigating means of raising the necessary $30,000,000 to complete the project.

20. In late 2013, defendant Giorgio Mariani approached plaintiff Berneri with an opportunity to secure a loan sufficient to fund the Magia resort, at a reasonable interest rate.

21. At the time, Berneri had known Mariani for four years and had other business dealings with Mariani. Defendant Mariani used Mr. Berneri's trust to convince him to negotiate a loan with Joseph.

The Deposit Agreement

22. On January 31, 2014 Kolmat entered into a "Deposit Agreement" with Evergreen and provided a deposit of $70,000 "to cover the initial fees and expenses associated" with a loan. ("Deposit Agreement" attached hereto as Exhibit A.) The $70,000 was to be refunded within ten (10) days if the loan was ultimately not approved.

23. Evergreen demanded the $70,000.00 as an "advance of due diligence fee."

24. At Evergreen's direction, Plaintiff Berneri personally provided $70,000.00 to the trust account of the Law Office of Henry Johnson, on or about February 10, 2014 (attached hereto as Exhibit B).

25. The $70,000.00 was wired from Mr. Johnson's trust account to the GSA account, being held as account number XXXXXX5223 with Wells Fargo Bank. Mr. Mariani was present when the funds were wired.

Material Misrepresentations

26. On February 26, 2014, Jean Joseph, Manager of Evergreen wrote to Plaintiff Berneri that a loan had been approved. "At this point, we are in a

position where we can confidently move forward with the financing of the project (the Magia Resort)." (Letter from Jean Joseph to Gian Piero Berneri, dated February 26, 2014, attached hereto as Exhibit C).

27. On April 11, 2014, the parties entered into an "Investment Agreement," (attached hereto as Exhibit D).

28. According to the executed Investment Agreement, Evergreen agreed to loan Kolmat Do Brazil, LTDA, $30,000,000.00 at 4.5% daily interest rate. (*See* Investment Agreement, item #1.)

29. According to the executed Investment Agreement, the Borrower agreed to, as a condition precedent for the loan, to invest $3,000,000.00 into units of GSA Income and Development Fund, LP.

30. This $3,000,000.00 investment was a prerequisite established by Evergreen for the loan of $30,000,000.00 to Kolmat for the construction of the Magia Resort.

31. Plaintiff Berneri personally provided $3,000,000.00 for this required investment,on behalf of Kolmat Do Brasil.

32. This investment agreement provides that "(...) If for any reason, other than the borrower's (i.e. Kolmat's default, the Shareholder does not authorize the loan, the initial investment of three million (USD3,000,000.00) dollars shall be returned to the Borrower within five (5) business days."

33. According to the executed Investment Agreement, once the $3,000,000.00 investment in GSA had been received, $10,000,000.00 would be

released to Kolmat, with monthly allowances thereafter, up to the agreed loan amount of $30,000,000.00.

34. Jean Joseph on behalf of himself, Evergreen, and GSA, made these statements knowing that they were false in that he had no intention of loaning any money to Plaintiffs or of returning Plaintiff Berneri's initial investment.

Plaintiffs' Reliance

35. Pursuant to the "Investment Agreement", on or about April 11, 2014, Plaintiff Berneri tendered two blank $1,000,000.00 checks to Giorgio Marinari, who then made accepted the two checks and made them payable to the GSA operating account. (attached hereto as Exhibit E). Mr. Berneri made clear on the "memorandum line" that the two checks were being issued to his personal account with GSA.

36. On or about April 11, 2014, Plaintiff Berneri wired an additional $1,000,000.00 from his personal account to the GSA account (Wells Fargo account number XXXXXX5223. (attached hereto as Exhibit F). Likewise, Mr. Mariani was present when the wire transfer was made.

37. In total, Plaintiff Berneri placed $3,000,000.00 into the GSA account as incentive for a loan from Evergreen to move forward with the Magia Resort project.

38. On May 1, 2014 Admiral Administration (US) LLC, wrote to Plaintiff, acknowledging receipt of the $3,000,000.00, and of the subscription application for value, which was also dated May 1, 2014. (Attached hereto as Exhibit G.)

39. No loans or funds of any kind were ever provided to Plaintiffs

Defendants' Refusal to Comply

40. Because no loan was ever issued, Plaintiff was entitled to a return of his investment within five (5) days, a total breach being effectively the same as a lack of authorization for the loan (*See* Investment Paragraph 27, *supra.*).

41. On August 7, 2014, Plaintiff wrote to Admiral, the administrator of the GSA Fund, enclosing a written notice of withdrawal to retrieve the $3,000,000.00 deposited on condition of the $30,000,000.00 loan, which was never honored.

42. In response, on August 11, 2014, Jean Joseph, Manager of Evergreen responded to Alberto Pontonio, acting on behalf of Plaintiff Berneri, advising that Plaintiff needed to send a letter cancelling his subscription rather than a request to withdraw funds.

43. Plaintiff complied with Defendant's request, and on August 11, 2014, Mr. Joseph advised, in writing, "we will process (your request for cancellation) and inform you via email….."

44. On August 21, 2014, Mr. Pontonio wrote Mr. Joseph stressing the urgency o5 fulfilling this request.

45. On August 21, 2014, a fund administrator for Admiral wrote Mr. Pontonio, advising that he "just spoke to Mr. Joseph and he assured me that funds would be deposited to the operating account at any moment."

46. During a telephone conversation, later that same day, Admiral advised that it was still waiting for the funds to be moved from GSA's brokerage account to GSA's operating account (controlled by Admiral).

47. Upon information and belief, instead of transferring Plaintiffs money to the GSA Operating Account, the money was instead deposited into a separate account with Wells Fargo (Account No. XXXX-6252).

Further Evidence of the Scheme to Defraud

48. Upon information and belief, these funds never should have been deposited into the GSA brokerage account.

49. On April 9, 2014, Michael Souders, Fund Administrator for Admiral, wrote Plaintiff Berneri, assuring him that none of three $3,000,000.00 would be used for investment before the signing of the loan documents and/or agreements."

50. Consistent with this letter, none of the $3,000,000.00 should ever have been transferred to the GSA Fund Account, because no loan documents were ever signed.

51. No loan or reimbursement has been received as of the date of the filing of this Complaint.

Further evidence of Scienter.

52. Upon information and belief, Mr. Joseph established a similar investment frm in Luxemburg, which suddenly closed in or about September 2014, when all the directors resigned and all funds withdrawn. Upon information and belief, there is litigation underway to recover missing funds in that case.

53. Upon information and belief, GSA investments are presently managed by Interactive Brokers. Upon information and belief, there is a total of approximately $350,000 in that account.

54. Upon information and belief, as of September 19, 2014, Interactive Brokers was managing approximately $550,000 on behalf of GSA.

55. Upon information and belief, the $550,000 held by Interactive Brokers on September 19, 2014 was transferred from Wells Fargo account numbers XXXXX0248 and XXXXXX5223, respectively. The latter account is the one to which Plaintiff Berneri initially deposited $3,000,000.00.

COUNT I: VIOLATION OF § 10(b) OF THE EXCHANGE ACT AND RULE 10b-5 PROMULGATED THEREUNDER

56. Plaintiffs reallege and incorporate the allegations set forth in paragraphs 1-52 above as if set forth herein in full.

57. Through the foregoing conduct, defendants Jean Joseph, Evergreen, and GSA engaged in manipulation and deceptive conduct in connection with a securities transaction in violation of 15 U.S.C. § 78j(b) and the rules and regulations promulgated thereunder, by pretending to be willing and ready to provide Plaintiffs a $30,000,000.00 loan in exchange for a precedent investment of $3,000,0000.00 investment in GSA. The loan was further conditioned upon a pre-approval $70,000.00 deposit.

58. The object and effect of defendants' actions were to obtain $3,070,000.00 from Plaintiffs with no intention of issuing a loan or of returning Plaintiffs' investment.

59. In reliance on the foregoing misrepresentations by defendants, plaintiff Berneri deposited an initial $70,000.00 into defendants' GSA operating account, and personally invested $3,000,000.00 in Evergreen's GSA fund. None of these

funds have ever been returned to Plaintiff Berneri despite repeated requests.

60. As a direct and proximate result of defendants' unlawful conduct as aforesaid, plaintiffs were damaged.

61. In addition to the loss of Mr. Berneri's $3,070,000.00, Plaintiff Kolmat has suffered damage to its business reputation in Brazil and the United States, has been forced to default on contracts entered into with certain companies involved in the construction of Magia, and has been unable to proceed with the construction of the resort.

COUNT II: BREACH OF CONTRACT
(Pled in the Alternative)

62. Plaintiffs reallege and incorporate the allegations set forth in paragraphs 1-52 above as if set forth herein in full.

63. The elements of a claim for breach of contract are well settled. "To establish a breach of contract, a party must show the existence of a contract, a breach thereof, and damages." *AIB Mortgage Co. v. Sweeney,* 687 So.2d 68, 69 (Fla. 3rd DCA 1997).

64. All three elements are satisfied in this case. 1) The parties entered into an agreement, *see* "Investment Agreement," attached hereto as Exhibit D). 2) Defendants failed to perform their express duties under that agreement (*i.e.* their promise to loan Plaintiff $30,000,000) for the construction of Magia Resort (*See* Investment Agreement, paragraph number 1); and their failure to return Plaintiffs' initial $3,000,000 collateralized investment, as provided for in the Investment Agreement, paragraph, number 6.

65. As a result of Defendants' breach of the express agreement, Plaintiff, Berneri has lost $3,000,000 plus interest, as well as the $70,000 refundable deposit issued in anticipation of the loan. Additionally, Plaintiffs have been unable to begin construction of Magia Resort, and have suffered damage to their business reputation within their community.

COUNT III. BREACH OF FIDUCIARY DUTY
(Pled in the Alternative)

66. Plaintiffs reallege and incorporate the allegations set forth in paragraphs 1-52 above as if set forth herein in full.

67. As director and/or officer of Evergreen and GSA, defendant Joseph owed fiduciary duties of care, loyalty and good faith to the Company's shareholders, including Plaintiffs. Joesph's fiduciary duties include obligations to exercise good business judgment, to act prudently in the operation of the Company's business, to discharge actions in good faith, to act in the best interests of the Company and its shareholders, and to put the Company's interest before his own.

68. Defendants, Joseph, Evergreen and GSA breached their fiduciary duties of loyalty and good faith by, among other things, refusing to refund Plaintiff Berneri's investment upon cancellation and request.

69. Defendants breached their duties of loyalty and good faith by, among other things, intentionally violating federal securities laws by making material misrepresentations, knowing those statements to be false, and with the sole purpose of convincing Plaintiffs to invest $3,000,000.00 in their companies.

70. Plaintiffs have been damaged by the Defendants' breach of their fiduciary

duties.

COUNT IV: FRAUD IN THE INDUCEMENT
(Pled in the Alternative)

71. Plaintiffs reallege and incorporate the allegations set forth in paragraphs 1-52 above, as if set forth herein in full.

72. On February 26, 2014, Jean Joseph, manager of Evergreen, wrote to Plaintiffs stating that Evergreen was prepared to "confidently move forward with the financing of the project" (Magia Resort).

73. Relying on Mr. Joseph's assurances that a loan would be tendered to Plaintiffs, Plaintiffs entered into an "Investment Agreement" with the defendants (*See*, Exhibit D)

$30,000,000.00 loan, with an initial loan amount of $10,000,000.00.

74. The contract also called for Plaintiff to invest $3,000,000.00 into the GSA fund, as collateral for the loan.

75. Relying on statements made by Mr. Joseph that $10,000,000.00 would be released upon the receipt of the $3,000,000.00 investment in GSA, Plaintiff gave Defendant the $3,000,000.00, to be invested in Defendants' investment fund.

76. Mr. Joseph made statements and promises and entered into an executed agreement, with no intention of fulfilling his obligations under the contract.

77. Mr. Joseph offered to loan Plaintiff $30,000,000.00 in exchange for a $3,000,000.00 investment in Mr. Joseph's investment fund, having no intention of issuing a loan to Kolmat, or of returning Mr. Berneri's collateralized investment.

78. Mr. Joseph offered the loan to Kolmat and made assurances to Mr. Berneri with the intent to defraud Plaintiff of $3,000,000.00, having no intention of returning Plaintiff his money.

79. Defendant, Jean Joseph, fraudulently induced Plaintiff into giving Defendants $3,000,000.00, and are liable for damages for losses that Plaintiff incurred as a result of this fraud. *Biscayne Investment Group, Ltd. v. Guarantee Management Services, Inc.* 903 So.2d 251, 255 (Fla. 3d DCA 2005).

80. Plaintiff has been injured as a result of Defendant's fraud.

COUNT V: FRAUDULENT MISREPRESENTATION
(Pled in the Alternative)

81. Plaintiffs reallege and incorporate the allegation set forth in paragraphs 1-520above as if set forth herein in full.

82. In July 2013, Defendants told Plaintiffs that, if they invested $3,000,000.00 into the GSA Investment Fund, that Defendants would then issue a $30,000,000.00 loan to Plaintiffs to fund the construction of Magia Resort, a real estate venture.

83. Defendant, Jean Joseph, made these statements knowing that they were false, having no intention of fulfilling his promise.

84. Defendant, Jean Joseph, made these statements with the intent to defraud Plaintiffs of $3,000,000.00, and the $70,000 deposit issued in anticipation of the loan, which Joseph had no intention of returning.

85. Defendant, Jean Joseph, on behalf of himself, Evergreen and GSA, made fraudulently misrepresentations to Plaintiffs to convince them to give them

$3,000,000.00, and are liable for damages for losses that Plaintiffs incurred as a result of that fraud.

86. Plaintiffs relied upon Mr. Joseph's misrepresentations, provided Defendants a $70,000 refundable deposit and $3,000,000.00 to secure the loan, and from Evergreen, and entered into construction contracts in anticipation of receiving the $30,000,000.00 loan from Evergreen

87. Plaintiff has been injured as a result of Defendant, Jean Joseph's fraud.

COUNT VI: CONSPIRACY TO COMMIT FRAUD
(Pled in the Alternative)

88. Defendants Joseph and Mariani agreed to work together to induce plaintiff Berneri to invest $3,000,000.00 into the GSA Fund in return for a $30,000,000.00 loan from Evergreen.

89. Defendants had no intention of ever fulfilling their promises to issue a $30,000,000.00 loan to plaintiffs.

90. In furtherance of this conspiracy, defendant Mariani introduced plaintiff to Joseph and then pressured plaintiff to proceed with the investment, promising that Kolmat would receive the loan needed to complete the Magia project.

91. Joseph and Mariani made these statements knowing them to be false, having no intention of fulfilling their promises.

92. Defendants Joseph and Mariani, made these statements and promises with the intent to defraud plaintiff of $3,070,000.00.

93. Plaintiff has been injured as a result of Defendant's fraud.

94. Defendants, Joseph and Mariani devised a scheme to defraud plaintiff of

3,070,000.00, and are liable for damages for losses that plaintiffs incurred as a result of this fraudulent conspiracy.

COUNT VI: RESCISSION AND RESTITUTION
(Pled in the Alternative)

95. Plaintiffs reallege and incorporate the allegations set forth in paragraphs 1-50 above as if set forth herein in full.

96. Despite repeated requests for withdrawal, cancellation, and a return of Plaintiff Berneri's initial investment of $3,000,000.00, Defendants have refused to return any of Plaintiffs' funds.

97. Plaintiffs are unsure where the initial $3,000,000.00 investment is currently deposited.

98. Plaintiffs seek rescission of the Investment Agreement as a result of Defendants' failure to comply with the Agreement, and Defendants' refusal to return Plaintiffs' initial investment.

99. Plaintiffs have no remedy at law and will suffer irreparable harm if the Investment Agreement is not rescinded.

WHEREFORE, under all Counts alleged above, Plaintiffs request (1) a jury trial on all issues triable, and (2) judgment against Defendant for (a) compensatory damages for all losses described above; (b) all recoverable costs of this action; (c) all legally recoverable interest; (d) equitable relief; (e) injunctive relief; (f) declaratory relief; and, (g) and other relief to which

the Plaintiffs may be equitably or legally entitled. Plaintiffs hereby reserve the right to amend this Complaint to seek punitive damages.

Filed this 5th day of December, 2014.

Respectfully Submitted,

Kenneth C. Terrell, Esq.
Florida Bar No.: 542776
Of Counsel
Kravitz & Guerra, P.A.
800 Brickell Avenue, Suite 701
Miami, Florida 33131
(305) 372-0222
(305) 372-0400 (fax)
By: /s/ Kenneth C. Terrell, Esq.
FBN: 542776

VERIFICATION

Under penalty of perjury under the laws of the United States of America and the State of Florida, I declare that I have read the foregoing, and that the facts alleged therein are true and correct to the best of my knowledge and belief. I understand that a false statement in this Verification will subject me to penalties of perjury.

Gian Piero Berneri
Kolmat do Brasil LTDA
Rua Claudib Ramos, 309 Edificio Palazzo Ducale, apt 801, Ponta Verde, Maceió - Alagoas Brasil

Sworn to and signed before me on: 10/21/14
Personally known to me

Dated this 21st day of October, 2014

)

)

My commission expires. 01/17/2017

CAMILLA D. PEREIR
NOTARY PUBLIC
STATE OF FLORID
Comm# EE868748
Expires 1/27/2017

EVERGREEN
UNITED INVESTMENTS, LLC

1515 N. Federal Hwy, Suite 300
Boca Raton, FL 33432
Tel : 561.807 7191
www.evergreenui.com

Deposit Agreement

This Deposit Agreement is entered into as of January 31, 2014 by and between Evergreen United Investment LLC (the "Investor Bank Representative") and Mr. Gianpiero Berneri and Mr. Claudio Conti of Kolmat Do Brasil ltda (the "Borrower") for the financing of Magna Resort-Alagoas.

RECITALS

WHEREAS, Borrower agrees to deposit $70,000.00 with the Investor Bank Representative; and, the Parties executing this agreement are duly authorized on behalf of their respective entities to enter into this agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

Borrower shall wire a refundable deposit of seventy thousand US dollars ($70,000.00) to the escrow account of the Investor Bank Representative's Attorney to cover the initial fees and expenses associated with the loan. This deposit is considered as a down payment toward the initial 1% required for processing the loan. If for any reason, other than the Borrower's default, the Lender Representative does not approve the loan, all fees and deposit shall be returned to the Borrower within ten (10) business days of the non approval notice, minus expenses.

Terms accepted by:

EVERGREEN UNITED INVESTMENTS, LLC
Investor Bank Representative

Signed By: _____ Date: 01 - 31 - 2014

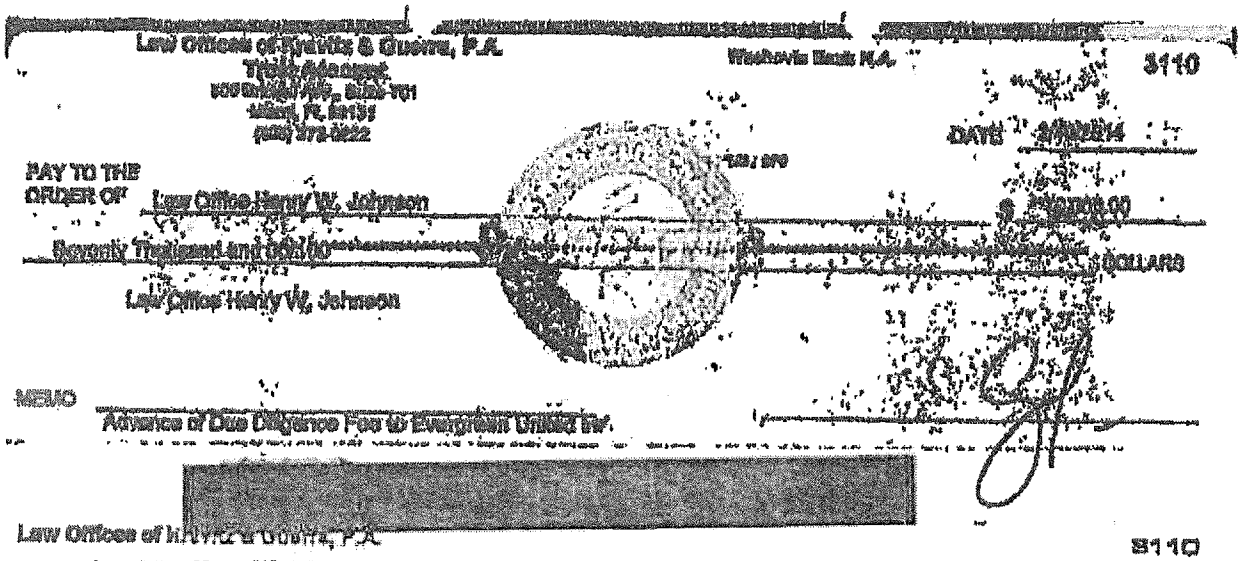
Print : [illegible]

Acknowledge by:

KOLMAT DO BRASIL LTDA
Borrower(s):

Signed By: _____ Date: 03 - 02 - 2014

Print : GIAN PIERO BERNERI



Law Offices of Kravitz & Guerra, P.A. 3110

Law Office Henry W. Johnson 2/10/2014

Advance of Due Diligence Fee to Evergreen United Inv. 70,000.00

Law Office Henry W. Johnson

General IOTA Account

Account No. [redacted]1866

Wells Fargo #8503 (Tr	Advance of Due Diligence Fee to Evergreen Unit	70,000.00

Law Offices of Kravitz & Guerra, P.A. 3110

Law Office Henry W. Johnson 2/10/2014

Advance of Due Diligence Fee to Evergreen United Inv. 70,000.00

SUNTRUST

Thank you for banking with SunTrust
For Account Information call 800.SunTrust (800.786.8787)

129 CHECK DEPOSIT
XXXXXXXX1666 Eff. Date 10Feb.2014 AM

[redacted] 70,000.00 TOTAL
Transaction Date: 10Feb.2014 11:31:05

Wells I 70,000.00

This is your receipt showing bank, date, time, type of account and amount.
All deposits are credited to your account subject to verification and final payment.

EVERGREEN
UNITED INVESTMENTS, LLC

1515 N. Federal Hwy, Suite 300
Boca Raton, FL 33432
Tel : 561.807.7191
www.evergreenui.com

Evergreen United Investments, LLC
1515 N. Federal Hwy, Suite 300
Boca Raton, FL 33432
February 26, 2014

Gian Piero Berneri
President and CEO
Havengrid Group
Av. Alvaro Calheiros, 1120, Mangabeiras
CEP: 57037-020, Maceio, Alagoas

Dear Mr. Gian Piero Berneri:

Enclosed is the Summary and Findings Report from Evergreen United Investment, LLC's Due Diligence team after their recent visit to the property site for Magia Maceio, Eco Hotel Suite Resort in Maceio, Brazil. Based on all reports and primary findings, we are in the position to state that the project is feasible and fundable. At this point, we are in a position where we can confidently move forward with the financing of the project. Included is a timeline for the funding. A comprehensive report with detailed recommendations will be provided to you and all parties in the following weeks. For additional information or any questions, please feel free to contact our office at Evergreen United Investments, LLC.

Sincerely,

Jean Joseph, Manager

EVERGREEN
UNITED INVESTMENTS, LLC

1515 N. Federal Hwy, Suite 300
Boca Raton, FL 33432
Tel : 561.807.7191
www.evergreenui.com

INVESTMENT AGREEMENT

This Investment Agreement (the "Agreement") is entered into as of 04-11-, 2014, by and between EVERGREEN UNITED INVESTMENTS, LLC, (hereafter referred to as "Shareholder Representative") and **KOLMAT DO BRAZIL LTDA** (hereafter referred to as "Borrower").

RECITALS

WHEREAS, Evergreen United Investments, LLC is serving as a financial facilitator to provide access to capital to **KOLMAT DO BRAZIL LTDA** ("Borrower") for the purpose of construction, purchase, enhancing and reselling Real-Estate properties as well as for International Business Development (including financial & commercial activities performed by sister/daughter/partner companies of Borrower, under its full responsibility).

WHEREAS, **KOLMAT DO BRAZIL LTDA** is looking to raise capital to fund **Magia Resort-Alagoas Maceio ("The Project")**.

WHEREAS, Evergreen United Investments, LLC, acting as Shareholder Representative, will make a loan to Borrower for thirty million dollars ($30,000,000.00).

WHEREAS, in order to invest in **The Project**, Shareholder Representative is prepared to make a loan to Borrower, structured as an investment on the terms and conditions specified in this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. **Investment and Repayment Terms.** Shareholder Representative agrees to lend the principal sum of thirty million dollars ($30,000,000.00) at a fixed interest rate of 4.5% per annum. Interest shall be calculated on a 360-day year consisting of twelve (12) thirty day (30-day) months and shall be payable monthly. The principal balance of the Investment shall be due and payable within five (5) years from the date of the initial disbursement. During the first 2 years, monthly payments of interest payments only. During the last 3 years, monthly payments of interest plus principal. The Loan shall be secured by a first mortgage on the Property. The repayment shall commence sixty (60) days after the start date of the initial investment. At the end of the five (5) years, Shareholder is not obligated to extend the Investment's maturity date. The repayment shall be made in US dollars unless otherwise indicated by the Shareholder. Prepayment of the loan shall be permitted with Shareholder, or its assigns, having received at least 3 months interest plus customary costs, if any. At closing, a 9 months interest reserve and if

Lender Representative signatory initials

Borrowers signatories initials

EVERGREEN
UNITED INVESTMENTS, LLC

1515 N. Federal Hwy, Suite 300
Boca Raton, FL 33432
Tel: 561.807.7191
www.evergreenui.com

necessary a real estate tax escrow account shall be established with the Shareholder Representative.

2. Purpose and Use of Proceeds. Borrower shall use the proceeds of the Loan to build a Real Estate project in Brazil. So long as any part of the Investment remains outstanding, Borrower shall furnish Shareholder Representative a monthly report of investment activity, in such detail as Shareholder Representative may from time to time reasonably request.

3. Conditions. The Investment shall be subject to the following conditions:

a) Borrower shall deliver to Shareholder Representative a copy of its Articles of Incorporation and a copy of its tax number (or Registration Certificate dated less than one year) confirming that Borrower is in good standing with local authorities.

b) Borrower shall execute and deliver this Agreement and shall provide Shareholder Representative satisfactory evidence that the investment and this Agreement have been properly authorized by its board of directors.

c) Borrower shall share with Shareholder Representative five percent (5%) of the gross profit of the project.

d) Borrower shall execute a loan agreement and shall provide to Shareholder Representative collaterals or other suitable guarantees, for each disbursement received, subject to Shareholder Representative approval. The loan shall not exceed 75% of the appraised value of the Property, net of all prior encumbrances.

e) BA Capital Funding LLC, Shareholder or assigns, shall be entitled to equity interest of 5% in the Company which will be under usual and customary anti-dilution protection.

f) The Shareholder Representative's fee shall be two percent (2%) of total the loan amount payable at closing. By signing this proposal, Borrower agrees that Shareholder Representative will incur cost towards 3rd party expenses such as attorney fee, underwriting fees which include but are not limited to appraisal, engineering and environmental fees, and other out of pocket costs in connection with this Loan. Those costs will be charged to Borrower at closing.

4. Acceleration of Maturity. Notwithstanding any other provision of this Agreement, Shareholder Representative may accelerate the maturity of the Investment, and the entire balance of principal and interest shall become immediately due and payable only if Borrower ceases its normal business operations. For the purposes of this Agreement, Borrower ceases its normal business operations if it changes its lines of business, uses the proceeds of the Investment for a purpose other than that specified in Section 2 of this Agreement and the other purpose does not serve the initial business objective, files a bankruptcy petition or takes similar action, is liquidated, dissolved, or makes an assignment for the benefit of creditors, or fails to maintain its status as a business in good standing, as may be amended from time to time.

Lender Representative signatory initials

Borrowers signatories initials

EVERGREEN
UNITED INVESTMENTS, LLC

1515 N. Federal Hwy, Suite 300
Boca Raton, FL 33432
Tel : 561.807.7191
www.evergreenui.com

5. Funds Release Schedule.

The Shareholder Representative and Borrower agreed on a multi-tranches funds release schedule:

a) A first draw down of up to ten million dollars ($10,000,000). Then monthly disbursement will be paid on invoice, exact amounts are to be determined, until the project is completed.

b) The loan is to be fully guaranteed by Borrower and secured by, either Real-Estate project and/or assets to be purchased and/or capital-secured investment portfolios. It is agreed that the first draw down may be considered to be fully guaranteed by the pledging of Borrower first collateral in favor of Shareholder, as described in Article 6.

Specifically regarding Real-Estate transactions, the parties agree that all disbursements shall be paid by Shareholder or assigns on the basis of suppliers'/contractors' invoices.

6. First collateral in favor of Shareholder.

The parties agreed that Borrower shall invest the sum of three million US dollars ($3,000,000.00) to acquire units of "GSA Income and Development Fund, L.P." (hereafter referred to as "Fund") and then pledge its Units in favor of the Shareholder, for a period covering the whole duration of this loan, and any extension period if applicable. The loan shall be repaid in full within five (5) years from the first disbursement. If for any reason, other than the Borrower's default, the Shareholder Representative does not authorize the loan, the initial investment of $3 million shall be returned to the Borrower within five (5) business days.

For that purpose, the investment amount shall be wired to the Wells Fargo bank account. See Exhibit A;

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date specified above.

ACCEPTED AND AGREED
Borrowers

Signed By: _____ Date: 04-11-14

Title : President

Signed By: _____ Date: _____

Title : _____

Lender Representative signatory initials

Borrowers signatories initials

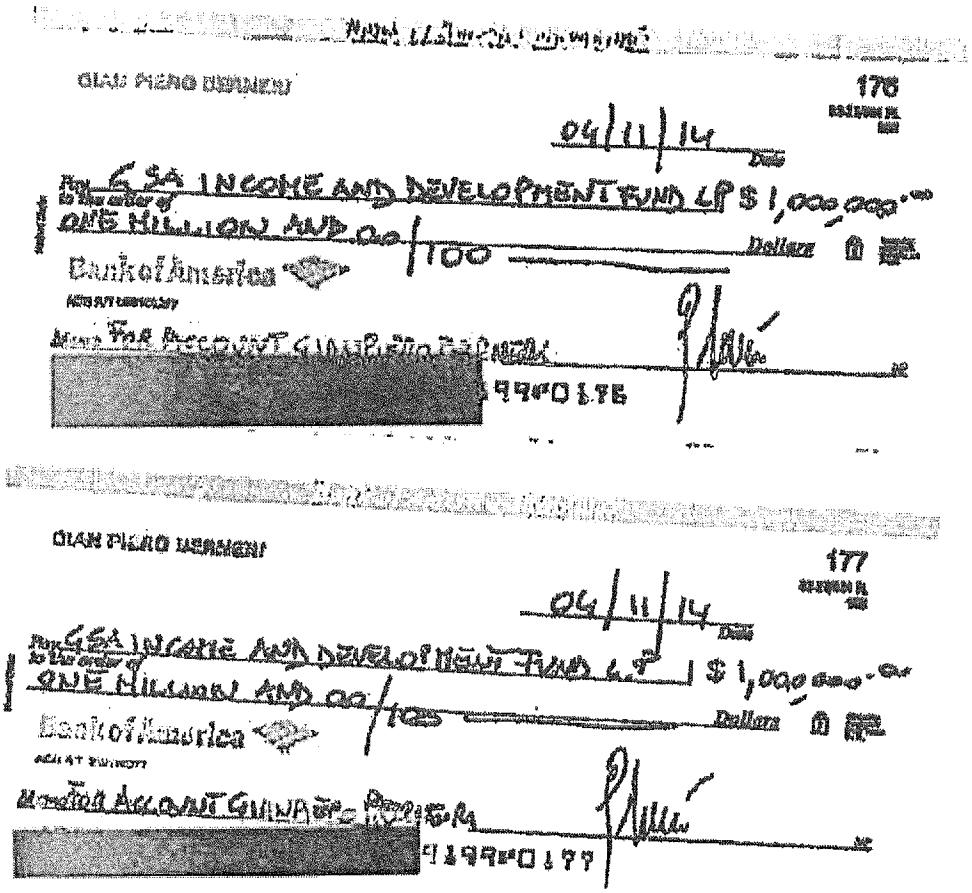
EVERGREEN
UNITED INVESTMENTS, LLC

1515 N. Federal Hwy, Suite 300
Boca Raton, FL 33432
Tel : 561.807.7191
www.evergreenui.com

EVERGREEN UNITED INVESTMENTS, LLC
Shareholder Representative

Signed By: _____ Date: 04/11/14

Signed By: _____ Date: _____



OLAN PILRO DEPARMENT

176

04/11/14

Date

Pay GSA INCOME AND DEVELOPMENT FUND LP $ 1,000,000.00

To the order of

ONE MILLION AND 00/100 Dollars

Bank of America

For Account Guarantee Payment

[redacted]

⑈0176

OLAN PILRO DEPARMENT

177

04/11/14

Date

Pay GSA INCOME AND DEVELOPMENT FUND L.P. $ 1,000,000.00

To the order of

ONE MILLION AND 00/100 Dollars

Bank of America

For Account Guarantee Payment

[redacted]

⑈0177

Bank of America

Funds Transfer Request Authorization (FTRA)

Customer Information

Name: GIAN BERNERI
Address: [redacted]
Phone: [redacted]

Account Information

Account: PER_9169
Account Title: GIAN PIERO BERNERI
Requestor Name:

Wire Information

Wire Type:	DOMESTIC	Wire Date:	04/11/2014
Country:	US	Wire Amount (USD):	1,000,000.00
Currency of Recipient Account:	USD	Wire Fee:	25.00
Source:	IN PERSON		
ID Verification ID Type:	FOREIGN PASSPORT WITH OR WITHOUT PA		
ID Type:	BANK OF AMERICA DEBIT CARD, ATM CAR		

Recipient Information

Recipient Name:	GSA INCOME AND DEVELOPMENT FUND L.P.	Bank Name:	WELLS FARGO BANK NATIONAL ASSOCIATION
Account Number Type:	ACCOUNT NUMBER	Bank ID:	[redacted]
Account Number:	[redacted]2224	Address:	1000 LOUISIANA ST. 6TH FL. HOUSTON TX 77002 US
Address:	US		
Information about payment:			
Purpose of Payment:	OTHER	Additional Phone:	
Additional Reference Information:	INVESTMENT IN A FUND	Address:	
		Additional Bank Instructions:	FOR ACCOUNT OF GIAN PIERO BERNERI

Customer Agreement

I authorize Bank of America to transfer my funds as set forth in the instructions herein (including debiting any account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see disclosure pages of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided by Bank of America at the time the wire is sent.

If a Consumer International wire: Due to International Remittance Transfer disclosure requirements, customers must remain in the banking center until customer is provided the Remittance Transfer Receipt (RTR). If customer leaves prior to receiving RTR, the international remittance transfer will be cancelled.

Customer Signature _____ Date of Request ____/____/____

For Bank Use Only - Banking Center Information

Banking Center Name:	LINCOLN ROAD	Date:	April 11, 2014
Company # / Cost Center #:	00075 6008508	Phone #:	305-695-7500
Initiating Associate Name:	BENAVIDES, MABEL	Remittance ID #:	KI78PCANNF
Indicate Method of Signature Verification (if applicable):		Big Card	Bus. Resolution / Posted Check

Admiral
A Maitland Company

Admiral Administration (US) LLC
62 Broad Street Rd
Manalin-Sabot, Virginia 23103
United States
T: 1 804 678 4540
F: 1 804 764 0283
www.admiraladmin.com

Fund Administration Contact
Contact: Michael Sanders
Direct Phone: 1 804 678 2163
Email: Michael.Sanders@AdmiralUS.com

[redacted], 2014

Via Email

To: Glen Barnett
glen@havengrid.com.br

Cc: Ms. Simone Bernet, e: simo@havengrid.com.br
Mr. Jean Joseph, e: jean@evergreenil.com

Re: GSA Income and Development Fund, L.P. (Partner Glen Barnett)
May 1, 2014 subscription by Glen Barnett
Transaction #: 65370-182292 S

We acknowledge receipt of $3,000,000.00 for the above noted fund along with the subscription application for value date May 1, 2014. Please be advised that internal due diligence procedures will be performed before final acceptance of the subscription. Once the procedures have been completed, a contract note will be sent as formal acceptance of the subscription.

Please do not hesitate to contact us should you have any questions.

Yours faithfully,

Admiral Administration Ltd
On behalf of
GSA Income and Development Fund, L.P

SubLtr

EXHIBIT E

Michael I. Goldberg

Akerman LLP
Las Olas Centre II, Suite 1600
350 East Las Olas Boulevard
Fort Lauderdale, FL 33301-2999
Tel: 954.463.2700
Fax: 954.463.2224

Dir: 954.468.2444
michael.goldberg@akerman.com

August 26, 2016

VIA E-MAIL
Jean Joseph, Manager
Bellwether Asset Management LLC
7900 Glades Road
Suite 530
Boca Raton, FL 33432

with copy to (via email):

Michael Loprieno, Esq
319 Dee, Ste C
Bloomingdale, IL 60108
(630) 947-5346
Facsimile: (630) 351-9114

Re: Amended Proposal in Conjunction with the Previously Submitted LOI for the Acquisition of Jay Peak Ski Resort

Dear Mr. Joseph,

Thank you very much for your proposal dated August 24, 2016 with respect to the Jay Peak Ski Resort and related assets. As you are aware, I am the court appointed receiver charged with overseeing the various receivership estates and protecting the interests of the receivership estates' creditors. As discussed with your counsel, I am in the process of setting up a formal sales process and expect to shortly be filing papers with the Court to retain advisers to assist me in the process. Notwithstanding the foregoing, I have reviewed Bellwether's proposal in detail and have determined that I need additional information in order for the Court, investors, creditors and I to properly evaluate the proposal. Therefore, I would greatly appreciate it if you could respond to the following:

1. In the second paragraph on page one of your proposal, you state that "Bellwether is

dedicated to raise capital to make funds available to complete all projects, acquire ownership of each, and provide investors with exit strategies." It was my understanding from previous conversations with you and your broker, however, that Bellwether already possessed the necessary funds (at least $93 million) to immediately consummate its purchase of the Jay Peak Resort assets set forth in your prior letter. Accordingly, can you please provide me with a detailed explanation on whether Bellwether has the necessary funds to consummate its proposal, and if the answer is yes, please provide me with detailed **proof of the source and existence** of such funds, including any audited financial statements of Bellwether.[1]

2. As you are aware, the Jay Peak Resort is a fully operational ski resort with hundreds of investors. As best as I can tell, based on your proposal it is intended that these investors will remain in place and not be paid the sums they are owed for between two and five years. Therefore, it is necessary to know whether or not Bellwether possesses the necessary experience and expertise to manage a ski resort so that the Court, investors and I can determine the likelihood that investors will in fact be paid what they are owed. Therefore, please provide me with any information you deem relevant indicating that Bellwether has the experience and expertise to own and operate a ski resort.

3. All of our investors invested with the Jay Peak related entities in order to receive an unconditional green card pursuant to federal EB-5 laws as well as obtain a return on their investment. Operating a business in compliance with federal EB-5 laws requires an understanding of such laws and a detailed plan to comply with such laws. Please provide me with information, if any, indicating that Bellwether has previous experience in owning or operating a business with EB-5 investors.

4. In your proposal you state that you intend to offer investors in phases II, III, IV, V, VI and VIII the following exit strategy options: (i) that Bellwether will raise capital to pay back investors and offer a discount for immediate cash payment; or (ii) offer a full payback of a total amount in between one and three years "from the proceeds of a vacation ownership program." Please provide me with the details of how and when you intend to "raise" the necessary funds to buyout investors at a discount and what amount you would propose to pay investors to the extent they wish to receive an immediate cash payment as set forth in the first option. Please inform me whether the first option must be chosen by all the investors in a project or whether some investors can choose the first option while others can choose the second option. Finally, please detail any experience Bellwether has in operating a vacation ownership program and provide me with any analysis you have undertaken which evidences that Bellwether will in fact be able to pay investors in full from the "proceeds of a vacation ownership program within one to three years."[2]

[1] This should include copies of bank statements or available credit lines indicating the immediate availability of at least $93 million.

[2] Please include this analysis for phase II, III, IV, V, VI and VIII.

5. Bellwether's proposal is based on the assumption that it will cost $40 million to complete phase VII (AnC Biomedical project). This is, in part, based upon your assumption that there is currently $24 million held in escrow. In fact, there is currently only approximately $17 million being held in escrow and I currently estimate that it will cost significantly more than $40 million to complete the project.[3] Moreover, Phase VII is a discreet and separate project from Phases I through VIII which comprise the Jay Peak Resort. Therefore, the Court may not allow the use of Jay Peak Resort proceeds to replenish missing Phase VII investor funds as outlined in your proposal. Accordingly, please advise whether these discrepancies between the facts as they exist and your assumptions affect your proposal with respect to Phase VII. Next, you state that you intend to raise the necessary capital to satisfy Phase VII investors' claims from the proceeds of an initial public offering of the biomedical center within three to five years. Clearly, to make this commitment, you must have undertaken a pro-forma analysis of the anticipated revenue and profitability of the proposed biomedical center. Please provide me with any financial analysis or other records you have that supports Bellwether's ability to make this commitment.

6. I am a little unclear as to the process you set forth with respect to Bellwether's proposed acquisition of Phase II, Phase III, Phase IV, Phase V, Phase VI and Phase VIII. More specifically, does Bellwether expect to take ownership of the resort properties prior to paying back the investors or upon paying the investors pursuant to the two options set forth under Phase II? If you propose to take immediate ownership of these properties and not pay the investors for several years, will the investors be given any security to secure the debt owed to them such as a first mortgage on all of the property being acquired?

7. In your proposal with respect to Phase VIII, it seems to indicate that you intend to take immediate ownership of the Burke Mountain Resort ("Bellwether would like to purchase Burke Mountain Resort and complete the Burke Mountain Lodge Project."), but not pay investors for the property for up to five years from the date that intended construction is completed. Please advise if my understanding is correct. Does Bellwether intend on giving the investors a first mortgage on the property to secure payment of the debt owed to them or is it Bellwether's intent to obtain a mortgage to finance construction of the Tennis Center, Aquatic Center and Mountain Bike Center? Also, your proposal does not specify when Bellwether intends to satisfy the contractor and vendor claims? Please provide me with those details. Simply put, Bellwether needs to supply greater detail than is contained in its proposal in order for its proposal to be properly evaluated.

8. In your proposal, you state that Bellwether would be willing to pay $3 million for the land located on Main Street in downtown Newport, Vermont and commit to completing the project. We plan to list the downtown Newport property for sale for $3.5 million shortly. However, due to the fact that there are no investors currently invested in this project and therefore we have no EB-5 requirements to continue to hold this property. Hence, please advise whether you would be willing to separately purchase the Newport property?

[3] At this point I am uncertain that the money being held in escrow is still able to be utilized by the partnership to complete the project.

9. As you are aware, this receivership is based upon alleged violations of the federal securities laws. Accordingly, we are hypersensitive when dealing with individuals who propose to essentially step into the shoes of the receivership defendants and promise to satisfy the obligations to the previously defrauded investors. Please inform me if you have ever been accused of violating federal or state securities laws or sued for fraud. This would include informing me of any lawsuits brought by any regulatory agency as well as any individual alleging federal or state securities laws violations or fraud. This information is extremely important to our consideration of your proposal.

Once again, thank you very much for your proposal and I look forward to receiving your response to this letter.

Sincerely,

Michael I. Goldberg
Court appointed Receiver

EXHIBIT F

BELLWETHER
BUSINESS GROUP

September 14, 2016

Michael I. Goldberg
Akerman LLP
350 East Las Olas Blvd.
Suite 1600
Fort Lauderdale, FL 33301

Delivered Via Email

Dear Mr. Goldberg,

In response to your letter dated August 26, 2016 and specifically to item number 9, let me stress that no one within Bellwether Business Group, whether Shareholder or Director, is involved in any violation of federal or state securities laws or subpoena for fraud.

Any member or Shareholder or Director now or in the future who is involved or may be involved in any fraud or violation of any laws, will not be involved in the management team or a be a decision maker in Jay Peak or any of the Jay Peak Projects and shall be promptly removed from Bellwether Business Group. In any case, our policy prohibits any Shareholder or Director involved in any fraud or violation of laws to be part of any of our projects.

As the director of Bellwether Business Group, please now direct all communication to me at my two emails: hjohnson@bellwetherbg.com and hjohnson@hwjlaw.net and also continue to communicate with Bellwether's lawyer, Mr. Michael Loprieno.

If you have any further questions or need additional clarification, please don't hesitate to contact me via the emails above or at the following number: 561-672-7264.

Sincerely,

Henry W. Johnson

Director of Bellwether Business Group, Inc.