

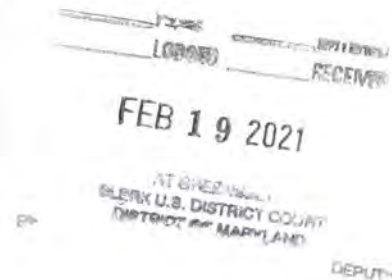
Please accept the attached correspondence as our formal notice of objection to the proposed Sanctuary Belize FTC Redress Plan - Docket 18-cv-3309-PJM. We are Claimants in the referenced Belize Court Order (Claim 582 of 2016) in the Supreme Court of Belize referenced by Don and Laurie Schneck in the attached letters submitted to the The Honorable Judge Peter Messitte.

Sign Steve @ Minor

Date 2/17/21

Email: Stevebuilds1@gmail.com Tel: 650-678-4421

Steve Minor
22049 Knox Rd.
Twain Harte, CA 95383



DON AND LAURIE SCHNECK
464 DEEP RUN ROAD, PERKASIE, PENNSYLVANIA 18944
schneckd@live.com; laschneck@outlook.com
(610) 505-8883

January 25, 2021

The Honorable Judge Peter Messitte
United States District Court, District of Maryland, Southern Division
6500 Cherrywood Lane, Suite 475A
Greenbelt, MD 20770

In Re: Sanctuary Belize/The Reserve Civil Case – Case No. 18-cv003309-PJM
IN THE SUPREME COURT OF BELIZE, A.D. 2016
CLAIM NO. 582 OF 2016
BETWEEN STEVE MINOR, FRASER IAN LOCKWOOD, ROD WELCH AND DON SCHNECK,
CLAIMANTS
AND
SITTEE RIVER WILDLIFE RESERVE, ECO FUTURES, BELIZE LIMITED, AND SANCTURY BELIZE
PROPERTY OWNERS ASSOCIATION, DEFENDANTS

Dear Judge Messitte,

On January 22, 2021 we received the proposed Reserve Sanctuary Belize – Consumer Redress Plan from the Receiver Robb Evans & Associates, LLC which was submitted by Jonathan Cohen, Counsel to Plaintiff Federal Trade Commission. After careful review, the proposed redress plan treats every previous or current lot owner the same, regardless of situation. Specifically, it failed to recognize our valid Court Order by the Supreme Court of Belize (Claim 582 of 2016) which is still in effect against the Defendants and obtained a full two-years prior to intervention by the FTC.

As mentioned in our communication received by your Honor on August 18, 2020, we referenced a lengthy phone conversation with Mr. Cohen in November of 2019. Paraphrasing, he said he felt for our situation but would not give any weight to our Court Ordered Judgment in Belize, the highest court in the land where the jurisdiction lays, in any disbursement decision related to funds recovered from the assets of the Defendants. He stated the FTC's position would be to oppose us receiving any larger settlement than any other current or former lot owner who had not pursued a legal remedy, and, while he recognized our Court Order with the Supreme Court of Belize, he would oppose us in recovering any monies outside of the overall FTC Redress Plan. Mr. Cohen's redress plan clearly maintains this position. We were hopeful he had reconsidered his position when he grouped our filing in a response to Your Honor in an email regarding other topics related to the case where he said, "the FTC disputes most of what these submissions contain" which included "a lot purchaser's objection to the FTC's as-yet-unfiled redress plan."

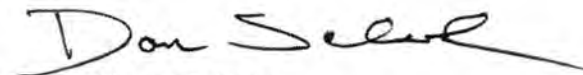
In a Memorandum dated August 25, 2020, Your Honor indicated that our correspondence would be addressed at a later date. Now that the FTC has submitted the proposed Reserve Sanctuary Belize – Consumer Redress Plan, we are asking for your consideration to direct the Receiver to uphold the legal obligation and monetary refund we fought so hard to achieve against the Developer and Defendants. We feel it is unjust to take such a complex case, make it into a one size fits all solution and throw out a legal judgement that preceded the intervention by the FTC. In our previous correspondence to Your Honor, we offered a compromise regarding the remaining monies owed to us by the Developer (a copy is attached for your convenience). Please note these figures do not include the \$20,000 + plus spent on legal fees, cost of trips to Belize for court appearances, etc.

On the FTC website under FAQ's, it states that "The Receiver does not control , and therefore, cannot sell the interests of individual lot owners. The Receiver has control of unsold lots and areas of the development that that do not belong to individual people. Your lot is not part of the Receivership". The FTC and Receiver acknowledge they have no control over the actual sold lots; yet claim that they have the right to ignore our Belizean Court Order that was obtained prior to the current FTC action and directly tied to our lot (land).

As a side note, the FTC stated that they would not step foot in Belize due to security concerns. We as the Claimants in the above referenced case did so – despite physical, legal and financial threats from the Defendants. Precautions were taken when we traveled to Belize for the trial; we did not accept random ride offers at the airport, our party never separated over the three days spent in Belize, and we used the same driver every day who was a very friendly 6'4" Belizean (with a large machete under his seat). Not all lot owners are the same ... some pursued justice at personal risk.

Thank you for your valuable time and consideration in this matter.

Respectfully,



Don and Laurie Schneck



DON AND LAURIE SCHNECK
464 DEEP RUN ROAD, PERKASIE, PENNSYLVANIA 18944
schneckd@live.com; laschneck@outlook.com
(610) 505-8883

**RECEIVED IN THE CHAMBERS OF
PETER MESSITTE**

AUG 18 2020

August 14, 2020

UNITED STATES DISTRICT JUDGE

The Honorable Judge Peter Messitte
United States District Court, District of Maryland, Southern Division
6500 Cherrywood Lane, Suite 475A
Greenbelt, MD 20770

In Re: Sanctuary Belize/The Reserve Civil Case – Case No. 18-cv-03309-PJM
IN THE SUPREME COURT OF BELIZE, A.D. 2016
CLAIM NO. 582 OF 2016
BETWEEN STEVE MINOR, FRASER IAN LOCKWOOD, ROD WELCH AND DON
SCHNECK, CLAIMANTS
AND
SITTEE RIVER WILDLIFE RESERVE, ECO FUTURES BELIZE LIMITED, AND
SANCTUARY BELIZE PROPERTY OWNERS ASSOCIATION, DEFENDANTS

Dear Judge Messitte,

We are writing to you as we understand you are scheduled to issue a determination in the Sanctuary Belize/The Reserve civil case that was brought before you by the FTC. Assuming an adverse finding against the Developer, we have been informed that part of the ruling will involve the difficult task of outlining a procedure directing the appointed Receiver, Robb Evans and Associates, on how funds recovered from the Defendants' assets should be allocated to current and former lot owners.

We have been fighting for almost a decade to recover our monies from the Developer after the purchase of our lot, SR046, in 2011. Once we discovered the development was not progressing as promised and subsequently the undivulged involvement of Mr. Pukke, I became involved as a board member in the Independent Owners of Sanctuary Belize (IOSB) group. The group initially sought to work with the Developer to determine why the pace of development was so slow. The Developer balked at any transparency with regards to financials, and it became clear that their main goal was to sell as many lots as possible with no plans to ever complete the development. The IOSB, which had grown to over 300 lot owners, had no recourse but to take the Developer to court in Belize for breach of contract. Unfortunately, the attorney representing the IOSB went home for lunch two weeks before the scheduled trial and was found dead later that day. (While officially ruled a suicide, it was widely held that he was murdered.) While we did hire a new attorney, the Court would not grant a delay. It was difficult to bring the new legal

team up to speed in just over a week on the extremely complicated scheme being perpetrated by the Developers. Hampered by exceedingly more difficult rules of discovery than in the U.S. courts, we were unsuccessful in reaching many of our key goals at trial.

Emboldened by the verdict, the Developers had their attorneys send letters via certified mail to the Board Members of the IOSB claiming defamation and threatening a lawsuit if we continued to speak about the development. Surprisingly, the key statement they were claiming as defamation was that we accused Mr. Pukke of being a felon, despite the fact we submitted court records at trial from his parole hearing before Your Honor in the United States District Court, District of Maryland, Southern Division. The court documents clearly stated the parole hearing and the type of felony conviction. I am not an attorney, but I believe the FTC's forensic analysis showed that Mr. Pukke siphoned over \$20 million out of the lot sale revenues. Therefore, it is safe to say Mr. Pukke perjured himself on the stand when he claimed he was only a peripheral player in the development assisting with marketing for \$10/hr. We personally attended this hearing.

After both of these legal set-backs, many lot owners sought remedy in the U.S. courts to recover monies from the Developer. All efforts in the U.S. Courts were unsuccessful, and all cases were dismissed stating lack of jurisdiction as the development was physically located in Belize. We were instructed that our only recourse was to sue the Developer in Belize.

In 2016, Laurie and I, along with three other lot owners, brought suit against the development for breach of contract in the Supreme Court of Belize. We came to a Court Approved Settlement with the Developer that was certified by The Honorable Judge Abel. The settlement outlined that the Developer (represented by Peter Baker and the law firm of Barrow and Williams, LLP) would refund all monies related to the purchase of our lots plus 12.5% GST in monthly payments over a five-year period. (Please see attached Certified Court Case/Settlement). In regard to our lot purchase, the refund represented \$224,500 that had been paid toward the lot and taxes (\$198,000 in lot payments and \$24,500 in GST). The monthly payments of \$3,300 started July 2017 and continued for 15 months without interruption until November 2018 when the FTC froze the assets of the defendants. We are still owed \$175,000. Additionally, as part of the Settlement, I insisted that Peter Baker sign a release from the false claims of defamation, and he complied (see attached).

Since November 2018, Your Honor appointed a Receiver, Robb Evans & Associates, who subsequently hired Barrow and Williams. This is the same legal firm who represented the Developer's business interests for approximately 15 years. Mr. Cohen, the lead attorney for the FTC told me they strenuously objected to this conflict of interest, but the Receiver moved forward anyway stating a "previous working relationship". That previous working relationship occurred after the conviction of Mr. Pukke in relation to the AmeriDebt scam that was before Your Honor. As part of the financial settlement, Mr. Pukke was to forfeit ~ \$3 million and divest himself from any involvement in the Sanctuary Bay development. This never happened.

Since the Receiver's appointment, two troubling things have happened, from our perspective:

First, it is our understanding that the Receiver was directed to "maintain the status quo" until the civil case in the USDC, District of Maryland, Southern Division was adjudicated. However, in October of 2019, the Developer's legal firm, Barrow and Williams, in coordination with the Receiver, filed an

Application for Stay of Proceedings of Claim 582 of 2016, before the Supreme Court of Belize, and unsuccessfully attempted to have our Court Approved Settlement stayed. This also meant we had to spend more money in legal fees to ensure our Settlement was still in force. Judge Abel ordered the Developer Applicant pay Respondent Claimants (us), BZ\$2,000.00. We have yet to receive the monies from the Applicant to satisfy this judgment.

Second, I had a conversation with Mr. Cohen, the lead attorney from the FTC regarding the financial obligations attached to our Court Ordered Settlement in The Supreme Court of Belize. Paraphrasing, he said he felt for our situation but would not give any weight to our Settlement Agreement in Belize, the highest court in the land where the jurisdiction lays, in any disbursement decision related to funds recovered. He stated the FTC's position would be to oppose us receiving any larger percentage than any other current or former lot owner who had not pursued a legal remedy. He stated the FTC estimated it would recover approximately 8-10% of all lot sale monies from the defendants. In our situation, recovering 10% of our owed monies would be ~ \$17,500 (\$175,000/10). This is less than we have spent on legal fees to recover the monies and \$157,500 less than we are owed under our legal Court Approved Settlement if only reimbursed \$17,500.

I appreciate the efforts that the FTC has gone through to bring the Defendants before The Court. What we strongly disagree with is the Receiver proactively coordinating with the Developer's legal firm to have our Court Settlement stayed in favor of the defendants and the FTC taking a position that a court-ordered financial obligation of the Developer's in the land of jurisdiction has no merit. This, after being told by various U.S. courts that the U.S. has no jurisdiction and our only legal recourse was to take the Developers to court in Belize.

What Mr. Cohen fails to consider is that as part of our Court Approved Settlement, we had to relinquish the rights to our lot; one of fifty lots, out of over thousand sold, that was oceanfront and in walking distance to the marina. The lot sold for US \$400,000. On the FTC website under FAQ's it states "the Receiver does not control, and therefore, cannot sell the interests of individual owners. The Receiver has control of unsold lots and areas of the development that do not belong to individual people. Your lot is not part of the Receivership". The FTC and the Receiver acknowledge they have no control of the actual sold lots; but yet they claim that they have the right to ignore our Belizean Court settlement that was obtained prior to the current FTC action and directly tied to our purchased lot (land).

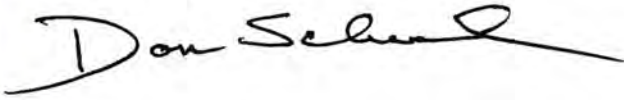
Your Honor, we are asking for your consideration to direct the Receiver to uphold the legal obligation and monetary refund we fought so hard to achieve against the Developer and defendants. We feel it is unjust to take such a complex case and make it into a one-size-fits-all solution, throwing out a legal judgement that preceded the intervention by the FTC. We also understand that the recovered funds are to cover all interested parties' losses. In the case of an adverse decision against the Developer where monies recovered are to be dispersed to current and former lot owners, we would like to offer a compromise regarding the remaining monies owed to us. Instead of asking for all money owed be paid to us in a lump sum, we offer the following proposal:

- Back monthly payments of \$3,300 month owed to us since November 2018 after the assets were frozen and payments stopped be brought up to date in one payment, and

- The remaining monies owed be paid out in monthly payments per our Settlement of \$3,300 per month until the obligation of \$175,000 has been paid. These monies could be paid out of lot sales revenues coming from the lot payments from our former lot. This way, a new Developer who comes in will not be paying monies out of new lot sales.

Thank you for your valuable time and consideration in this matter.

Respectfully,



Don and Laurie Schneck

Enclosures

Perfected Order

Claim 582 of 2016

The Honorable Mr. Justice Abel

The Supreme Court of Belize

June 2017

(Claimants)

Don Schneck

Fraser Ian Lockwood

Rod Welch

Steve Minor

Between

(Defendants)

Sittee River Wildlife Reserve (Defendants)

Eco Futures Belize Limited

Sanctuary Belize Property Owners Association

IN THE SUPREME COURT OF BELIZE, A.D. 2016

CLAIM NO. 582 of 2016

(STEVE MINOR
(FRASER IAN LOCKWOOD
(ROD WELCH
(DON SCHNECK

1st CLAIMANT
2nd CLAIMANT
3rd CLAIMANT
4th CLAIMANT

BETWEEN (AND

(
(SITTEE RIVER WILDLIFE RESERVE
(ECO FUTURES BELIZE LIMITED
(SANCTUARY BELIZE PROPERTY OWNERS
(ASSOCIATION

1st DEFENDANT
2nd DEFENDANT
3rd DEFENDANT

ORDER

The 13th day of June, 2017

UPON THIS MATTER COMING ON BEFORE The Honourable Mr. Justice Courtney Abel,
in Chambers for Trial;

AND UPON HEARING Mr. Oscar A. Sabido, S.C., Counsel for the Claimants and Ms. Lissette
V. Staine, Counsel for the Defendants;

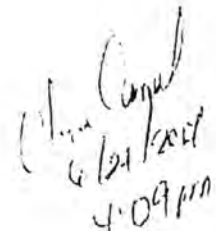
AND UPON the Parties having agreed to the terms set out in the annexed Settlement
Agreement;

IT IS HEREBY ORDERED BY CONSENT THAT:

1. All further proceedings in this matter be stayed, except for the purpose of carrying into effect the terms of the said agreement.
2. For that purpose the parties have permission to apply to the court.
3. The Registrar is hereby ordered to seal the Settlement Agreement on the basis that the parties have agreed to keep this matter confidential.

BY ORDER


REGISTRAR
15.6.17


6/21/2017
4:09 PM

IN THE SUPREME COURT OF BELIZE, A.D. 2016

CLAIM NO. 582 of 2016

(STEVE MINOR
(FRASER IAN LOCKWOOD
(ROD WELCH
(DON SCHNECK

1st CLAIMANT
2nd CLAIMANT
3rd CLAIMANT

BETWEEN (AND

(SITTEE RIVER WILDLIFE RESERVE
(ECO FUTURES BELIZE LIMITED
(SANCTUARY BELIZE PROPERTY OWNERS
ASSOCIATION

1st DEFENDANT
2nd DEFENDANT
3rd DEFENDANT

SETTLEMENT AGREEMENT

THIS AGREEMENT is made the 14th day of June, 2017 by STEVE MINOR, FRASER IAN LOCKWOOD, ROD WELCH AND DON SCHNECK ("the Claimants") of the ONE PART AND SITTEE RIVER WILDLIFE RESERVE, ECO-FUTURES BELIZE LIMITED AND SANCTUARY BELIZE PROPERTY OWNERS ("the Defendants") of the OTHER PART.

WHEREAS:

- (1) On or about the 20th day of October, 2016, the First, Second and Third Claimants commenced Supreme Court Claim No. 582 of 2016 against SRWR and Eco Futures Development claiming damages for breach of contract ("the Claim"). On or about the 20th January, 2017, the Third Claimant was added as an additional Claimant in the Claim.
- (2) At the commencement trial of this matter counsel for the parties indicated to the court that the parties were willing to explore settlement. Accordingly the court stood down the matter to allow the parties time to settle.
- (3) In order that all their said differences and disputes shall finally be resolved and all claims relating thereto shall be satisfied and discharged, the Parties hereto have agreed to the terms of this Agreement as herein set forth.

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants hereinafter appearing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the Parties hereto hereby agree as follows:

lit

1. The Defendants shall reimburse the Claimants for payments made towards the purchase of each of their respective lots in the following amounts:
 - (i) Steve Minor \$315,000.00 by 60 monthly instalments of \$5,250.00 each;
 - (ii) Fraser Ian Lockwood \$159,000.00 by 60 monthly instalments of \$2,650.00 each;
 - (iii) Rod Welch \$225,000.00 by 60 monthly instalments of \$3,750.00 each;
 - (iv) Don Schneck \$198,000.00 by 60 monthly instalments of \$3,300.00 each.
2. Such instalment payment shall commence on the 1st July, 2017 and shall continue monthly thereafter until payment in full.
3. If the Defendants sell any of the Claimants' property, the Defendants shall accelerate the hereinbefore mentioned instalment payments by paying over to the Claimants the balance of the down payment over the 30% operational cos of sale.
4. If the Defendants sell the project/reserve, the Defendants shall pay the Claimants in full.
5. If the Defendants sell any of the lots on an outright cash sale, full payment will be paid to the owner of that particular lot.
6. The Defendants may sell the lots for any price above the amounts stated in paragraph 1 of this Agreement and the Defendants shall be entitled to keep all proceeds of sale over and above such amounts.
7. The Defendants shall refund all GST payments made by the Claimants at such time when the Defendant collect GST from a new purchaser.
8. Quarterly reports/updates will be provided by the Defendants to the Claimants advising if any sales agreement have been entered into in regards to any of the Claimants' lots. If a final sale agreement occurs, the Claimants shall be notified within 10 days of sale.
9. The parties shall have an annual meeting in June of every year to discuss the possibility of accelerated payments.
10. All further lot payments an HOA fees are hereby suspended.
11. This Agreement shall constitute the entire agreement and understanding between the Parties with respect to all matters which are referred to herein.
12. No variations to this Agreement shall be effective unless in writing and signed by the Parties.

13. This Agreement shall be governed by and construed in accordance with the laws of Belize and the Parties submit to the exclusive jurisdiction of the Supreme Court of Belize.
14. This Agreement may be executed in any number of counterparts, each of which when executed and delivered to counsel for the respective parties constitutes an original of this Agreement as if the signatures on the counterparts were on a single copy of this Agreement, but all the counterparts shall together constitute one and the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart and delivered same to Messrs. Barrow & Williams LLP.
15. It is expressly agreed that the electronic signatures of the Parties communicated via email or facsimile shall be binding for the purposes of this Agreement provided that the Agreement is duly executed.
16. Each party shall bear their own legal costs for this Claim and the settlement thereof.
17. This Agreement shall replace and supersede the handwritten agreement dated 13th June, 2017 entered into between the parties.

Confidentiality, Non-Disclosure and Non-Disparagement Clause

18. Unless expressly agreed herein, the parties to this Agreement agree to keep secret and strictly confidential the terms of this Agreement and or any information contained in it and any matters discussed during negotiations of this Agreement.
19. The Claimants undertake not to post or participate in any Facebook page or Website dealing with the Defendants and or any of their principals, or any other current or future affiliated companies projects or developments for which they are involved or may become involved whether in Belize or any other country.
20. The Claimants shall forthwith cease to make any statement, or cause any statement to be made, that is *disparaging* of the Reserve and or the Sanctuary Belize project, its affiliated companies, executives, staff or other projects, developments, companies or staff, whether in Belize or outside Belize.
21. If the Defendants believe that the Claimants have made any disparaging comment, they shall notify the Claimants in writing of such and the Claimants shall have the opportunity to immediately retract and apologize for any such disparaging comment. An email shall constitute notice for purpose of this provision.

(i) **Definition of Disparagement** For purposes of this Section, "disparage" or "disparaging statement" shall mean any negative statement, made from the date of execution of this Agreement, whether written or oral, whether or not it is posted on social media

or on the web, made in any country that criticizes, denigrates or disparages or could be construed to be detrimental to the reputation and stature of the Claimants, their executives, agents, employees, assigns, affiliates, the Sanctuary Belize project or other projects and developments of or relating to the Defendants. This applies to making the statement, or providing cause for the same to be made by a third party.

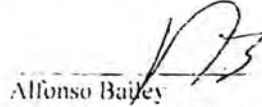
(ii) **Penalty for Disparagement:** The parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the Defendants refusing to enter into this Agreement. The Claimants acknowledge that a breach of this clause shall entitle the Claimants, *inter alia*, to immediately determine this agreement in breach, bring contempt proceedings against the Claimants and bring a claim for damages for breach of contract. If the Defendants believe that the Claimants have made any disparaging statements, they shall notify the Claimants in writing of such and the Claimants shall have the opportunity to immediately retract or apologize for any such disparaging statement in the same manner and forum and to the same people in which and to whom the disparaging comment was made.

Steve Minor
Claimant



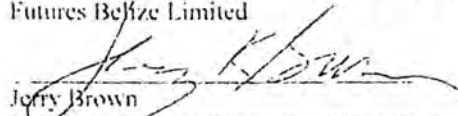
Peter Baker
Representative for Sittee River Wildlife Reserve and Eco
Futures Belize Limited

Fraser Ian Lockwood
Claimant



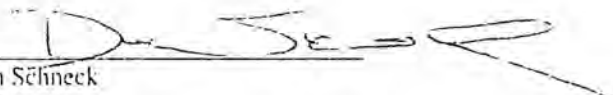
Allonso Bailey
Representative for Sittee River Wildlife Reserve and Eco
Futures Belize Limited

Rod Weich
Claimant




Jerry Brown
Representative for Sanctuary Belize Property Owners
Association





Don Schneek
Claimant

SABIDO & CO.
Attorneys-at-Law for the Claimants



Per: Oscar Sabido, SC

BARROW & WILLIAMS LLP
Attorneys-at-Law for the Defendants

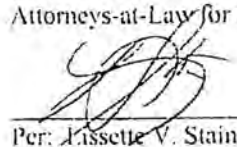
Per: Lissette V. Staine

Don Schneck
Claimant

SABIDO & CO.
Attorneys-at-Law for the Claimants

Per: Oscar Sabido, SC

BARROW & WILLIAMS LLP
Attorneys-at-Law for the Defendants



Per: Kissette V. Staine

Defamation Claim

Schneck

Between

Eco Futures Belize Limited

November 2016

And

Defamation Settlement Agreement and Release

June 13, 2017

(same day as court date of Claim 582 of 2016)

Between

Schneck (IOSB Director)

And

Peter Baker

Sittee River Wildlife Reserve

Eco Futures Belize Limited

Sanctuary Belize Property Owners



REYES RETREAGE LLP

ATTORNEYS AT LAW
NOTARIES PUBLIC/TRADEMARK & PATENT AGENTS

Aldo G. Reyes

Vanessa I. Retreage (on leave)

Magalie M. Perdomo

November 21st, 2016

Don Schneck
464 Deep Run Rd.,
Perkasie PA 18944

RE: Defamatory Publications against Eco-Futures Belize, Ltd/Sanctuary Belize

Dear Mr. Schneck,

Please be advised that our client, Eco-Futures Belize, Ltd., strongly believes that they have suffered substantial reputational and economic damage due to the many defamatory statements that you have made about them on public forums. Please also be advised that our firm has been retained to advise on those statements and have been instructed to vigorously pursue a claim of defamation against you.

We are currently validating the publication of certain statements made by you, and during this process we are demanding that you cease any further publication – on social media or otherwise – which would expose you to legal proceedings and potential damages being made against you.

Be advised, that once the publication of libelous communication has been verified, you will receive a formal Cease and Desist notice that will include the specific statements that you made, as well as an opportunity to retract and apologize for the actionable communication. If you would like to take the opportunity to retract your statements prior to the notices and in an effort to avoid legal costs and potential monetary judgment against you, kindly contact me within 72 hours.

If we are unsuccessful in amicably resolving this matter within 72 hours we have been instructed to proceed with the formal notice and to further commence legal proceedings against you.

Very truly yours,
REYES RETREAGE LLP

PER: Magalie Perdomo (Ms.)
Attorney-at-Law

122 EVE STREET
P.O. BOX 2205
BELIZE CITY, BELIZE

PH: (501) 223.2030/2031
FX: (501) 223.2032

E: INFO@LAWYERBELIZE.COM
W: WWW.LAWYERBELIZE.COM

Eco Future Development Inc.
600 Anton Boulevard
11th floor Plaza Tower
Costa Mesa Ca 92626

Don Schneck
464 Deep Run Rd,
Perkasie PA 18944



189444257 R004

SETTLEMENT AGREEMENT AND RELEASE

This settlement agreement and mutual release dated this the 13th day of June, 2017, by and between Independent Owners of Sanctuary Belize ("IOSB") of the one part and Sittee River Wildlife Reserve (SRWR), Eco Futures Belize Ltd. (EFBL), Sanctuary Belize Property Owners Association (SBPOA) its subsidiaries, agents, contractors, executives, employees, whether in or outside Belize (collectively the Companies) of the other part.

WHEREAS, on or about 30th March, 2017 the Supreme Court of Belize entered judgment in Claim No. 131 of 2016 in favour of SRWR, EFBL and Global Property Alliance against IOSB and Thomas Herskowitz; and

WHEREAS, in lieu of the expense and time involved in an appeal and execution of the monetary award against IOSB and possibly its Directors individually, the parties have agreed to the resolution, compromise and settlement of all disputes, claims and controversies among them as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

1. The Directors of IOSB shall take all necessary steps and make the appropriate resolution to wind-up and dissolve Independent Owners of Sanctuary Belize, Ltd. The said Directors shall not form any other entity to do business as company or organization whose purpose is to represent owner interests and concerns against the Companies and its developments in and outside Belize.
2. The Directors of IOSB shall take all necessary steps and make the appropriate resolution to permanently and completely shut down, dismantle and close the IOSB website and any and all forms of internet or social media presence of any kind controlled by the IOSB. It shall resolve that its content shall not be republished in whole or part in any medium. Directors shall resolve that they be prohibited from publishing the content individually after the shutting down of the site and dissolution of the IOSB. The undersigned personally and as Directors, shall remove all past defamatory or disparaging postings on any forum, whether personally or in the capacity of an IOSB member and/or Director. If the Companies request a prior posting be taken down, the undersigned individually or collectively or as Director shall immediately make best efforts to take such post or comment down.
3. In return, the Companies and any others on its behalf and on behalf its subsidiaries, divisions, affiliates and agents agree not to pursue the money award against the IOSB and the Directors who have executed hereunder, and hereby, releases, remises, and forever discharges IOSB and their Directors who execute hereunder from all claims, suits, actions, charges, demands, judgments, costs and executions present and future, known or unknown, both legal and equitable in any manner arising out of the actions taken by IOSB, or actions of individual Directors who execute hereunder, personally or in their professional capacity which occurred prior to the execution of this Agreement.
4. The parties acknowledge that in executing this Settlement Agreement and Release, they have carefully reviewed and had the opportunity to review the terms of this Settlement Agreement and Release, with counsel of their choice and are fully aware of the extent of their rights and obligations under this Agreement. The parties further agree that the language of this Settlement Agreement and Release shall not be construed presumptively against any of the parties to this Settlement Agreement and Release.
5. This Settlement Agreement and Release shall not constitute an admission of any of the allegations against the other and shall not be considered as an admission of liability,

wrongdoing or anything improper whatsoever.

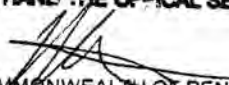
6. Non Disparagement: The undersigned both individually and in their capacity as IOSB Directors acknowledge that the Court's injunction in Claim 131 of 2016 prevents further defamation. In addition to the Court's injunction, the undersigned both individually and in their capacity as IOSB Directors shall forthwith cease to make any statement, or cause any statement to be made, that is *disparaging* of the project, its affiliated companies, executives, staff or other projects, developments, companies or staff, whether in Belize or outside Belize.
 - a. Definition of Disparagement For purposes of this Section, "disparage" shall mean any negative statement, whether written or oral, that criticizes, denigrates or disparages or could be construed to be detrimental to the reputation and stature of the Companies, their executives, agents, employees, assigns, affiliates, or other projects and developments regardless of country - made either publically, in print or in any social media forum or website. This applies to making the statement, or providing cause for the same to be made by a third party publication.
 - b. Material to the Settlement: The parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the Companies refusing to enter into this Agreement and seeking to enforce its judgment against the undersigned both collectively and individually. The undersigned acknowledges that any perceived breach of this provision will be considered a breach of the settlement and entitle Companies *inter alia*, enforce the judgment order in Claim No. 131 of 2016 including without limitation to bring contempt proceedings against rosb and its directors and or agents.
 - c. Penalty for Disparagement: If any of the undersigned both individually or in their capacity as a Director, their agents or assigns breach their obligation under this Section, the Companies shall immediately have the right to pursue their money award against the perpetrator individually.
7. Unless expressly agreed herein, the parties to this Agreement agree to keep secret and strictly confidential the terms of this Agreement and or any information contained in it.
8. This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.
9. The parties agree that this Agreement may be executed in two or more counterparts, each of which when executed and exchanged shall constitute and original and binding copy of this Agreement, albeit one and the same instrument.
10. The parties agree that the exclusive jurisdiction of this agreement shall be Belize, and that the Judge in Claim 131 of 2016 shall retain exclusive jurisdiction for purpose of enforcement of the judgment and injunction against IOSB.
11. The parties agree that this agreement is strictly confidential and the parties are strictly prohibited from publicizing or publishing either privately or publicly that a settlement has occurred.
12. The Parties agree that the signatures of the individual directors (below) bind the IOSB and the Directors collectively in their capacity as directors, members as well as individually. The responsibilities under this Agreement shall continue to be enforceable after IOSB is dissolved. However, the Parties also agree that any individual Director who so signs this Agreement is not responsible or liable for the conduct of other individuals, members and Directors who have chosen not to sign the Agreement. Those Directors, members and individuals who have signed this Agreement (and are compliant with the terms of the Agreement) shall be individually and collectively insulated from, and not responsible for, the statements of individual former members and Directors who may have chosen not to sign the Agreement. The Companies will likewise not pursue them individually for past

instances of defamation. The parties acknowledge that after the dissolution of the IOSB, the Companies retain their right to pursue their judgment only against individual former IOSB Directors, members and individuals who chose not to execute this Agreement.


Peter Baker, for Companies


Name, Director

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BUCKS
ON THIS THE 6 DAY OF June 2020 BEFORE ME
THE UNDERSIGNED OFFICER PERSONALLY APPEARED
Donald A Schmed
KNOWN TO ME OR SATISFACTORY PROVED TO BE THE
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO
THE WITHIN INSTRUMENT AND ACKNOWLEDGED
THAT he EXECUTED THE SAME FOR THE PURPOSES
THEREIN CONTAINED. WITNESS THEREOF HEREUNTO
SET MY HAND THE OFFICAL SEAL


COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Matthew C. Hughes, Notary Public
Plumstead Twp., Bucks County
My Commission Expires June 9, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Application for Stay of Proceedings

Claim 582 of 2016

The Honorable Mr. Justice Abel

The Supreme Court of Belize

October 2019

(Claimants)

Don Schneck

Fraser Ian Lockwood

Rod Welch

Steve Minor

Between

(Defendants)

Sittee River Wildlife Reserve

Eco Futures Belize Limited

Sanctuary Belize Property Owners Association

9:33 AM

IN THE SUPREME COURT OF BELIZE, A.D. 2016

CLAIM NO. 582 of 2016

BETWEEN

STEVE MINOR
FRASER IAN LOCKWOOD
ROD WELCH
DON SCHNECK

1st CLAIMANT
2nd CLAIMANT
3rd CLAIMANT
4th CLAIMANT

AND

SITTEE RIVER WILDLIFE RESERVE
ECO FUTURES BELIZE LIMITED
SANCTUARY BELIZE PROPERTY OWNERS
ASSOCIATION

1st DEFENDANT
2nd DEFENDANT
3rd DEFENDANT



NOTICE OF APPLICATION FOR STAY OF PROCEEDINGS

[Civil Procedure Rule ("CPR") 26.1(2) (e)]

The Applicants, **SITTEE RIVER WILDLIFE RESERVE**, a company duly formed under the laws of Belize, not-for-profit, without share capital, limited by guarantee with registered offices at Sittee River Village, Stann Creek District of Belize, **ECO-FUTURES BELIZE LIMITED**, a company duly formed under the laws of Belize, with registered offices at Sanctuary Bay, Sittee River Village, Stann Creek District, Belize and **SANCTUARY BELIZE PROPERTY OWNERS ASSOCIATION**, an overseas company duly formed under the laws of Belize with registered offices at No. 84 Albert Street, Belize City, Belize applies for the following Orders:

1. That the whole of these proceedings be stayed to await the outcome of the United States proceedings and the Recognition Order in Claim No. 17 of 2019 intituled *Robb Evans & Associates LLC v Sittee River Wildlife Resources, Eco-Future Belize Limited and Sanctuary Belize Property Owner's Association*.
2. Costs be in the cause.

A draft of the Order sought is attached.

This Application is supported by the First Affidavit of Darinka Muñoz sworn to on the 17th day of October, 2019.

The grounds of this Application are as follows:

1. The Application is made pursuant to Supreme Court (Civil Procedure) Part 26, Rule 26.1(2) (e) as to a stay of proceedings, and the inherent jurisdiction of the Court.
2. The Application is supported by Affidavit evidence.
3. It is in the interest of the administration of justice and the overriding objective that the matter be stayed.
4. Given the objective of the United States Proceedings by the Federal Trade Commission ("FTC") against the 1st, 2nd and 3rd Defendants is to recover for the loss and damage suffered by members of the public - being those consumers who purchased property from the Defendants, then this action by the Claimants as alleged victims would be superfluously rendered.
5. The Recognition Order in Belize will assist in the recovery and realization of the assets of all defendants, including these Defendants, in order to provide recompense to all of the consumers, including the Claimants, who were allegedly injured by purchasing land in Belize from the Defendants.
6. The Claimants ought not to be allowed to pursue an independent claim against the Defendants in circumstances where the FTC and the Receiver are already engaged in the public interest to cure any loss and damages or injury to the Claimant caused by the Defendants and others, in order to make them as whole as possible.

7. That it is in the circumstances fair and just for the orders to be granted.

Dated the 17th day of October, 2019.

BARROW & WILLIAMS LLP
Attorneys-at-Law for the Defendants


Per: **RODWELL R.A. WILLIAMS, S.C.**

NOTICE TO THE RESPONDENTS:

This application will be heard by the Hon. Justice Courtney Abel on *Monday*,
the 2nd day of *December*, 2019 at *11:30am* the Supreme Court in Belize City.

If you do not attend this hearing an order may be made in your absence.

OR

The Judge will otherwise deal with this application.

N.B. This notice of application must be served as soon as practicable after the day on which it is issued on the Respondents to the application.

The court office is at the Supreme Court Building, Treasury Lane, Belize City, Belize, Telephone number: 227-7377, Fax number: 227-0181. The office is open Monday through Friday, between 8:00 a.m. and 12:00 noon and from 1:00 p.m. to 5:00 p.m. except on public and bank holidays.

-----*****-----
To: Messrs. Sabido & Co. LLP
Attorney-at-Law
5 New Road
Belize City, Belize

This Application was filed by **Barrow & Williams LLP** of Equity House, No. 84 Albert Street, Belize City, Belize, Attorneys for the Defendants/Applicants.

RRAW/kg/17-0295

On behalf of the Applicant
Affidavit No. 1
Date sworn: 17/10/19
Date filed: 17/10/19
Initials of deponent: DM
Surname of deponent: Muñoz
Exhibit identification reference:
"DM1", "DM2" & "DM3"

IN THE SUPREME COURT OF BELIZE, A.D. 2016

CLAIM NO. 582 of 2016

BETWEEN

**STEVE MINOR
FRASER IAN LOCKWOOD
ROD WELCH
DON SCHNECK**

**1st CLAIMANT
2nd CLAIMANT
3rd CLAIMANT
4th CLAIMANT**

AND

**SITTEE RIVER WILDLIFE RESERVE
ECO FUTURES BELIZE LIMITED
SANCTUARY BELIZE PROPERTY OWNERS
ASSOCIATION**

**1st DEFENDANT
2nd DEFENDANT
3rd DEFENDANT**

FIRST AFFIDAVIT OF DARINKA MUÑOZ

I, Darinka Muñoz, of No.84 Albert Street, Belize City, Belize, MAKE OATH and SAY as follows:

1. I am duly employed as an associate Attorney-at-Law at Messrs. Barrow & Williams LLP ("the Firm") legal practitioners, on behalf of the Defendants in these proceedings.
2. I am duly authorized by the Defendants to swear this Affidavit on their behalf and the statements made in this Affidavit are either within my own knowledge and are true, or are based on information or documents supplied to me by others, and are true to the best of my knowledge, information and belief.

United States District Court for Maryland (in the United States proceedings) and duly recognized and declared enforceable in Belize.

10. There is now produced and shown to me marked "*Exhibit DM1*" is a copy of the Recognition and Receivership Orders.
11. The stated purpose of the United States proceedings is to protect the investments of all United States consumers, including the Claimants, in the Sanctuary Belize project as shown by the claim filed in the United States proceedings.
12. To that end, the Receiver's job is to marshal all the assets of the defendants in the United States Proceedings and of the Defendant herein, in order to use the assets to try and make whole all such investment, loss, and damage including the Claimants', suffered by the consumers who purchased land in Belize from these Defendants.
13. On Tuesday, September 24, 2019, the Federal Trade Commission ("FTC") announced via a press release that Atlantic Bank International Limited ("AIBL"), a defendant in the United States proceedings, will pay US\$23 Million to settle charges against it by the FTC. According to the FTC, that money will be used to provide redress to more than 1,000 consumers, including the Claimants, injured by the Sanctuary Belize scam.
14. There is now produced and shown to me marked "*Exhibit DM2*" is a copy of the FTC's press release.
15. Further, the United States District Court for Maryland in the United States proceedings has entered a monetary judgment in the amount of US\$23 Million confirming the FTC's press release directing that AIBL transfer to the receiver that same amount.
16. There is now produced and shown to me marked "*Exhibit DM3*" is a copy of the stipulated order for permanent injunction and monetary judgment dated September 25, 2019.
17. In the circumstances this action ought to be stayed with prejudice to the Claimants, in preference to the United States proceedings, duly recognized in Belize, being pursued by the FTC on behalf of over 1,000 consumers, including the Claimants.

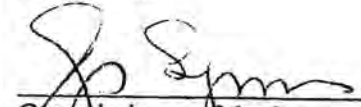
18. I pray that the Court sees fit to grant the order prayed.

SWORN by DARINKA MUÑOZ)
)
at Belize City, Belize)
)
this 17th of October, 2019)



Darinka Muñoz

Before me,



Commissioner of the Supreme Court
Frank A. Symms
Commissioner of the Supreme Court Belize

This Affidavit is filed by Barrow & Williams LLP, Attorneys-at-Law for the Defendants/
Applicants Telephone numbers 227-5280, 227-5579, Facsimile number 227-5278.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION

In re SANCTUARY BELIZE LITIGATION

No: 18-cv-3309-PJM

**STIPULATED ORDER FOR PERMANENT INJUNCTION
AND MONETARY JUDGMENT AGAINST DEFENDANT ATLANTIC
INTERNATIONAL BANK LIMITED**

Plaintiff the Federal Trade Commission ("Commission" or "FTC") filed its Complaint for Permanent Injunction and Other Equitable Relief ("Complaint"), pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), and the Telemarketing and Consumer Fraud and Abuse Prevention Act ("Telemarketing Act"), 15 U.S.C. §§ 6101-6108. On January 11, 2019, the Court granted the FTC's motion to amend, substituting the Amended Complaint for Permanent Injunction and Other Equitable Relief ("Amended Complaint") for the Complaint. Defendant Atlantic International Bank Limited ("AIBL") was served with the Complaint and summons, and subsequently with the Amended Complaint. The Commission and AIBL, by and through the Liquidator, stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary Judgment Against AIBL.

IT IS THEREFORE ORDERED:

FINDINGS

1. This Court has jurisdiction over this matter.
2. The Amended Complaint charges that AIBL, along with the other named Defendants, participated in deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, as well as violations of the Telemarketing Sales Rule, 16 C.F.R. Part 310, in connection with the sale of lots in a development in Belize known variously as Sanctuary Bay, Sanctuary Belize, and The Reserve.

I. **“Liquidator”** means Julian Murillo, or any successor the Central Bank or other relevant Belizean authority having the power to do so appoints, to serve as liquidator for AIBL pursuant to Belizean law.

J. **“Lot Purchaser”** means any consumer who purchased a lot: (i) in Sanctuary Belize; (ii) located elsewhere, but that was transferred to Sanctuary Belize (with or without their consent); or (iii) within any area the Court determines to be part of the Receivership. Notwithstanding the foregoing, a consumer is not a “lot purchaser” if the consumer received a full refund, or payment from defendants or their agents for help selling lots.

K. **“Mandate”** means the Liquidator’s instructions and authority from the Central Bank of Belize to liquidate AIBL pursuant to Part XI of the Domestic Banks and Financial Institutions Act, 2012.

L. **“Receiver”** means the Receiver appointed in Section IV of this Order and any deputy receivers who shall be named by the Receiver.

M. **“Receivership”** means the receivership in this action.

N. **“Receivership Asset”** means any and all Assets ordered to be turned over to the Receiver pursuant to this Order.

O. **“Receivership Entities”** means the Corporate Defendants, 2729 Bristol I.L.C. and 3905 Marcus LLC, as well as any other entity that: (1) is located at, registered to, or operated from 3333 Michelson Drive, Suite 500, Irvine, California, and assists, facilitates, or otherwise conducts business related to the sale of real estate in Belize; (2) assists, facilitates, or otherwise conducts business related to the acts identified in the Findings of Fact in this Order, and is owned or controlled by any Defendant; or (3) Receivership Assets that are corporations or other legal entities.

P. **“Relief Defendant(s)”** means Angela Chittenden, Beach Bunny Holdings LLC, the Estate of John Pukke, John Vipulis, and Deborah Connelly.

Q. **“Reserved Defendants”** include any Defendant other than AIBL.

R. "Sanctuary Belize" means the development area in Belize known as "Sanctuary Belize," "Sanctuary Bay," "The Reserve," and "Sanctuary Bay Wildlife Reserve" and any other area in Belize the Court determines to be part of the Receivership.

ORDER

I. PERMANENT CESSATION OF BUSINESS ACTIVITIES

IT IS ORDERED that AIBL shall not engage in any business activity other than for the purposes of the liquidation of AIBL, and upon completion of the Belizean Liquidation Proceeding. AIBL shall not engage in any business activity at all, and neither the Liquidator nor any other person or entity shall seek to re-license and operate the business of AIBL, whether pursuant to Section 109(17) of the Domestic Banks and Financial Institutions Act, 2012, § 109(17) or otherwise.

II. MONETARY JUDGMENT

IT IS FURTHER ORDERED that a judgment in the amount of twenty-three million dollars (\$23,000,000) is entered against AIBL and in the Commission's favor, and AIBL and the Liquidator are ordered to immediately effect the transfers in Section IV(A)-(B) and to execute the Assignment pursuant to Section IV(C).

III. ADDITIONAL MONETARY PROVISIONS

IT IS FURTHER ORDERED that:

A. AIBL shall relinquish dominion and all legal and equitable right, title, and interest in all AIBL Assets paid, transferred, assigned, or relinquished pursuant to this Order and may not seek the return of any such Assets.

B. Subject to the limitations set forth in subsection A of Section IV hereof, all money paid to the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or

money remains after redress is completed, the Commission may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. AIBL has no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

C. The Asset Freeze is modified to permit the transfers identified in this Order. Upon the payments, transfers, assignments, and relinquishments required under this Order, the Asset Freeze is dissolved as to AIBL (and the Receiver shall cooperate with any reasonable request by the Liquidator to confirm such dissolution), but otherwise remains in full force and effect. However, after AIBL completes the payments, transfers, assignments, and relinquishments required under this Order, AIBL may request, in writing, that the Commission file a notice in the above-captioned action stating that the Asset Freeze is dissolved as to AIBL. If AIBL has satisfied terms of the payments, transfers, assignments, and relinquishments required under this Order, the Commission will file such notice within five business days of the request.

D. The Commission will not oppose the recognition of the Belizean Liquidation Proceeding in the Chapter 15 Proceeding as a foreign main proceeding under the United States Bankruptcy Code, or the recognition of the Liquidator as AIBL's duly appointed foreign representative under the United States Bankruptcy Code. After AIBL delivers the executed Assignment to the Receiver, the Commission will withdraw its opposition to the Liquidator's petition for recognition in the Chapter 15 Proceeding.

E. The Commission will have a \$6 million allowed, unsecured claim in the Belizean Liquidation Proceeding, entitled to the payment priority provided under Section 116(2)(j) of the Domestic Banks and Financial Institutions Act, 2012, § 116(2)(j). Service of this Order on the Liquidator suffices for the purposes of claim submission, and the Commission is not otherwise

such reasonable compensation, with the first such request filed no more than sixty days after the date of entry of this Order. The Receiver shall not increase the hourly rates used as the basis for such fee applications without prior approval of the Court.

VII. COOPERATION

IT IS FURTHER ORDERED that, with respect to Subsections (A)-(D) below, for as long as the Belizean Liquidation Proceeding shall continue, as long as the Liquidator's Mandate continues, or August 1, 2020, whichever comes later:

A. The Liquidator must cooperate with representatives of the Commission in this case and in any investigation related to or associated with the transactions or the occurrences concerning Reserved Defendants that are the subject of the Amended Complaint.

B. Regarding the transactions or the occurrences concerning Reserved Defendants that are the subject of the Amended Complaint, to the extent that requested information or individuals are under the control of the Liquidator, AIBL must appear for interviews, discovery, hearings, trials, and any other proceedings that a Commission representative may reasonably request upon thirty calendar days written notice, or other reasonable notice, at such places and times in the United States as a Commission representative may designate, without the service of a subpoena. Any information, evidence or testimony provided by the Liquidator must be truthful and complete.

C. Subject to its authority under the Domestic Banks and Financial Institutions Act, § 118, and Section 25(1)(f) of the International Banking Act, Cap. 267 § 25(1)(f) (Rev. Ed. 2011), the Liquidator will take any reasonable action the Commission or Receiver requests to assist any Lot Purchaser's effort to obtain title to his or her lot, to facilitate the development of uniform and expedited procedures for Lot Purchasers to obtain title to their lots, or to facilitate development at Sanctuary Belize.

D. AIBL will take any reasonable position that the Commission requests in any litigation, hearing or proceeding, in this forum or any other forum (in the United States, Belize or

elsewhere). or any reasonable action the Commission requests that is necessary to preserve the rights this Order provides.

E. AIBL may not take any position in any litigation, hearing or proceeding, in this forum or any other forum (in the United States, Belize, or elsewhere), or take or fail to take any reasonable action, that interferes with, attempts to invalidate, or otherwise attempts to contest or limit any obligation this Order creates, or that interferes with, attempts to invalidate, or otherwise attempts to contest or limit this Order itself, the Commission's rights under this Order, or the Receiver's rights under this Order.

F. The Liquidator shall provide the Commission with thirty calendar days advance written notice of (a) the conclusion of the Belizean Liquidation Proceeding, (b) the termination of the Liquidator's Mandate, and (c) the potential disposal or destruction of any books and records of AIBL. Upon the Commission's written request, AIBL will transfer such books, records, and electronically stored information to the Commission prior to destruction.

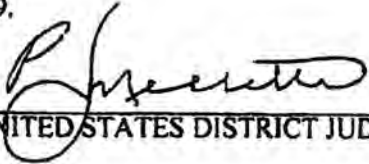
VIII. ORDER ACKNOWLEDGMENT

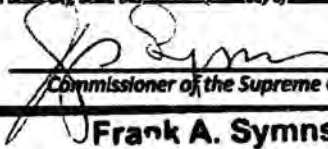
IT IS FURTHER ORDERED that AIBL must obtain acknowledgments of receipt of this Order from the Liquidator and any other agent or employee of AIBL, and submit such acknowledgments of receipt of this Order sworn under penalty of perjury within ten calendar days of the entry of this order, or ten calendar days of when the employment or agency begins, whichever comes first.

IX. RETENTION OF EXCLUSIVE JURISDICTION

IT IS FURTHER ORDERED that this Court retains exclusive jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order. Notwithstanding any other provision herein, AIBL may not object to, assert the invalidity of, or otherwise contest or dispute any obligation this Order creates on jurisdictional grounds in this Court or any other forum in the United States, Belize, or otherwise.

SO ORDERED, this 25 day of SEPT, 2019.


UNITED STATES DISTRICT JUDGE


This is the <u>Order</u> marked <u>"DEB"</u>
and referred to in the <u>1 Affidavit</u> of <u>Darinka Petroz</u>
sworn to at Belize City, Belize this <u>17th</u> day of <u>October</u> , 20 <u>19</u>
 Commissioner of the Supreme Court
Frank A. Symns Commissioner of the Supreme Court Belize

Case 1:18-cv-03309-PJM Document 1012-3 Filed 08/18/20 Page 15 of 18

Case 1:18-cv-03309-PJM Document 607 Filed 09/25/19 Page 12 of 12

Case 1:18-cv-03309-PJM Document 600-1 Filed 09/24/19 Page 13 of 13

**SO STIPULATED AND AGREED:
FOR THE FEDERAL TRADE COMMISSION:**



Jonathan Cohen (jcohen2@ftc.gov)
Benjamin Theisman (btheisman@ftc.gov)
Khouryanna DiPrima (kdiprima@ftc.gov)
Federal Trade Commission
600 Pennsylvania Ave., N.W., CC-9528
Washington, DC 20580
202-326-2551 (Cohen); -2223 (Theisman);
-2880 (Kostner); -2029 (DiPrima);
-3197 (facsimile)

9/15/19
Date

FOR DEFENDANT:

Atlantic International Bank Limited


Julian Munillo, as Liquidator of
of Atlantic International Bank Limited

9 July, 2019
Date

IN THE SUPREME COURT OF BELIZE, A.D. 2016



CLAIM NO. 582 of 2016

BETWEEN

**STEVE MINOR
FRASER IAN LOCKWOOD
ROD WELCH
DON SCHNECK**

**1st CLAIMANT
2nd CLAIMANT
3rd CLAIMANT
4th CLAIMANT**

AND

**SITTEE RIVER WILDLIFE RESERVE
ECO FUTURES BELIZE LIMITED
SANCTUARY BELIZE PROPERTY OWNERS
ASSOCIATION**

**1st DEFENDANT
2nd DEFENDANT
3rd DEFENDANT**

ORDER

The 27th day of January 2020

BEFORE The Honourable Justice Courtney Abel;

UPON HEARING Mr. Rodwell Williams, S.C., C.B.E., and with him Ms. Darinka Muñoz Counsel for the Defendants/Applicants and Mr. Oscar A. Sabido S.C., Counsel for the Claimants/Respondents;

AND UPON READING the Application of the Defendants/Applicants dated the 17th day of October, 2019 and the supporting Affidavit of Darinka Munoz sworn to on the 17th day of October, 2019 and the supporting Affidavit of Brick Kane sworn to on the 13th day of November 2019, and the Affidavit in response of Don Schneck sworn to on the 24th of January, 2020 filed herein.

IT IS HEREBY ORDERED as follows:

1. The Court is not prepared to entertain this application as it considers such application premature in view of previous Orders of this Court including the Recognition Order

10/2/2019



FEDERAL TRADE COMMISSION
PROTECTING AMERICA'S CONSUMERS

Belizean Bank to Pay \$23 Million and Cease Operations to Settle FTC Charges It Provided Substantial Assistance to the Sanctuary Belize Real Estate Scam

Share This Page

September 24, 2019

TAGS: [Real Estate and Mortgages](#) | [Bureau of Consumer Protection](#) | [Consumer Protection](#) | [Advertising and Marketing](#) | [Credit and Loans](#)

Under a proposed consent order, Belize's Atlantic International Bank Limited (AIBL) will pay \$23 million, representing approximately all of its U.S.-based assets, to settle Federal Trade Commission charges that it assisted various related entities (the Sanctuary Belize Enterprise, or SBE) in deceiving U.S. consumers as part of a scheme to sell property in Sanctuary Belize.

Sanctuary Belize (also known as Sanctuary Bay and The Reserve) is a massive planned community approximately the size of Manhattan located in remote southern Belize. The FTC will use the money to provide redress to more than 1,000 consumers injured by the Sanctuary Belize scheme.

In November 2018, the Commission announced that it obtained a federal court order temporarily halting the massive real estate scam. According to the FTC, the scheme took in more than \$100 million, mostly from American consumers, marketing lots in Sanctuary Belize. The Sanctuary Belize Enterprise duped consumers into buying Sanctuary Belize lots by making false promises, including that the development would have luxury amenities and be completed soon, and that the lots would rapidly appreciate and serve as low-risk investments. Following a two-week hearing, the district court found the FTC was likely to prevail on its claims against various defendants involved with SBE.

With respect to AIBL, the FTC's amended complaint alleged that AIBL illegally assisted and facilitated the Sanctuary Belize scheme SBE perpetrated. AIBL representatives visited SBE's California offices and coached SBE's telemarketers about the services the bank could provide U.S. consumers interested in Sanctuary Belize lots, including lower interest rates and relaxed underwriting for buyers wishing to finance Sanctuary Belize home construction. AIBL urged the telemarketers to sell its banking services to American consumers as part of the Sanctuary Belize sales pitch.

Based on this conduct, the amended complaint charges AIBL with participating in deceptive acts or practices in violation of the FTC Act, as well the agency's Telemarketing Sales Rule (TSR), by providing "substantial assistance or support" to the Sanctuary Belize scam, while knowing—or consciously avoiding knowing—that SBE was violating the TSR.

10/2/2019

Belizean Bank to Pay \$23 Million and Cease Operations to Settle FTC Charges It Provided Substantial Assistance to the Sanctuary Beliz...

Notably, AIBL filed multiple unsuccessful motions to dismiss the FTC's case based on alleged lack of personal jurisdiction because, like many offshore banks that assist and facilitate domestic deceptive practices, AIBL had no offices, employees, or operations within the United States. The FTC responded with evidence that SBE and AIBL jointly marketed both AIBL's banking services and SBE's Sanctuary Belize lots to U.S.-based consumers.

For instance, SBE principal Luke Chadwick filmed a marketing video endorsing AIBL at the bank's request, and the bank provided financial services to SBE. Similarly, AIBL's logo appeared on SBE marketing materials provided to U.S. consumers. AIBL representatives also marketed to consumers directly during Sanctuary Belize tours, lending support and legitimacy to the sales process, while offering banking services to U.S.-based consumers.

Additionally, the FTC presented evidence that AIBL assisted SBE by providing Belizean banking services both for SBE itself and for U.S. consumers the scheme targeted, all with knowledge that U.S.-based consumers were SBE's primary targets. Furthermore, AIBL provided many of these banking services through correspondent banks in the United States.

The proposed court order, to which the defendant has agreed, settles the FTC's charges against AIBL. The order requires AIBL to cease all business activities permanently, aside from those involved with its liquidation. In addition, after the bank is liquidated, the order prohibits the liquidator or anyone else from seeking to re-license and operate AIBL's business.

The order also imposes a \$23 million judgment against AIBL and details how AIBL must transfer the money to the FTC. It explains that the FTC will use the money to provide equitable relief, including consumer redress, to consumers injured by AIBL's illegal conduct. Finally, the order appoints a receiver to collect the financial judgment from the bank, and assigns to the receiver AIBL's rights in certain property (also to be used for consumer redress).

The Commission vote approving the proposed stipulated final order was 5-0. The FTC filed the proposed order in the U.S. District Court for the District of Maryland, Southern Division. Litigation continues against the remaining defendants.

NOTE: Stipulated final orders have the force of law when approved and signed by the District Court judge.

The Federal Trade Commission works to promote competition, and protect and educate consumers. You can learn more about consumer topics and file a consumer complaint online or by calling 1-877-FTC-HELP (382-4357). Like the FTC on Facebook, follow us on Twitter, read our blogs, and subscribe to press releases for the latest FTC news and resources.

PRESS RELEASE REFERENCE:

[At FTC's Request, Court Halts Massive "Sanctuary Belize" Real Estate Investment Scam](#)

[AmeriDebt Founder Settles FTC Deception Charges](#)

[FTC's AmeriDebt Lawsuit Resolved: Almost \\$13 Million Returned to 287,000 Consumers Harmed by Debt Management Scam](#)

Contact Information

MEDIA CONTACT:

[Mitchell J. Katz](#)
Office of Public Affairs
202-326-2161

STAFF CONTACTS:

Jonathan Cohen
Bureau of Consumer Protection
202-326-2551

Benjamin J. Theisman
Bureau of Consumer Protection
202-326-2223

Schneck – Sworn Affidavit
Application for Stay of Proceedings
Claim 582 of 2016
The Honorable Mr. Justice Abel
The Supreme Court of Belize
January 2020

(Claimants)

Don Schneck

Fraser Ian Lockwood

Rod Welch

Steve Minor

Between

(Defendants)

Sittee River Wildlife Reserve

Eco Futures Belize Limited

Sanctuary Belize Property Owners Association

Filed on behalf of the Applicants
Deponent
Affidavit No.
Exhibits:
Date sworn: day of January, 2020
Date filed: day of January, 2020

IN THE SUPREME COURT OF BELIZE A.D. 2016

CLAIM NO. 582

(STEVE MINOR
(FRASER IAN LOCKWOOD
(ROD WELCH
(DON SCHNECK

CLAIMANTS

BETWEEN (AND

(
(SITTEE RIVER WILDLIFE RESERVE DEFENDANTS
(*[a company limited by guarantee formed under the Companies Act Chapter 250]*
(ECO FUTURES BELIZE LIMITED
(*[a limited liability company formed under the Companies Act Chapter 250]*
(SANCTUARY BELIZE PROPERTY OWNERS ASSOCIATION
(*[a State of Texas non-profit organization]*

AFFIDAVIT

I, Don Schneck of 464 Deep Run Rd, Perkasio PA, 18944 USA MAKE OATH
AND SAY as follows:

1. I Don Schneck and Fraser Ian Lockwood, Rod Welch and Steve Minor are the Claimants herein. I am authorized by the other Claimants to make this affidavit on their behalf.

13. This Agreement shall be governed by and construed in accordance with the laws of Belize and the Parties submit to the exclusive jurisdiction of the Supreme Court of Belize.
14. This Agreement may be executed in any number of counterparts, each of which when executed and delivered to counsel for the respective parties constitutes an original of this Agreement as if the signatures on the counterparts were on a single copy of this Agreement, but all the counterparts shall together constitute one and the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart and delivered same to Messrs. Barrow & Williams L.L.P.
15. It is expressly agreed that the electronic signatures of the Parties communicated via email or facsimile shall be binding for the purposes of this Agreement provided that the Agreement is duly executed.
16. Each party shall bear their own legal costs for this Claim and the settlement thereof.
17. This Agreement shall replace and supersede the handwritten agreement dated 13th June, 2017 entered into between the parties.

Confidentiality, Non-Disclosure and Non-Disparagement Clause

18. Unless expressly agreed herein, the parties to this Agreement agree to keep secret and strictly confidential the terms of this Agreement and or any information contained in it and any matters discussed during negotiations of this Agreement.
19. The Claimants undertake not to post or participate in any Facebook page or Website dealing with the Defendants and or any of their principals, or any other current or future affiliated companies projects or developments for which they are involved or may become involved whether in Belize or any other country.
20. The Claimants shall forthwith cease to make any statement, or cause any statement to be made, that is *disparaging* of the Reserve and or the Sanctuary Belize project, its affiliated companies, executives, staff or other projects, developments, companies or staff, whether in Belize or outside Belize.
21. If the Defendants believe that the Claimants have made any disparaging comment, they shall notify the Claimants in writing of such and the Claimants shall have the opportunity to immediately retract and apologize for any such disparaging comment. An email shall constitute notice for purpose of this provision.

- (i) **Definition of Disparagement** For purposes of this Section, "disparage" or "disparaging statement" shall mean any negative statement, made from the date of execution of this Agreement, whether written or oral, whether or not it is posted on social media

2. The facts in this affidavit are, save as where is otherwise stated or appears from the context, within my personal knowledge and are true to the best of my belief. Where matters of information and belief are stated the source of such information and belief is identified. In so far as I have relied on legal advice in making this affidavit, I have been advised by our attorneys-at-law Sabido and Co. LLP
3. By virtue of an Order by Consent of this Honourable Court of June 13th, 2017 made herein this Honourable Court approved the terms and mutual covenants as contained in a Settlement Agreement dated June 14th, 2017 made and signed by the parties herein by virtue of which the Defendants agreed to settle the claim of the Claimants for re-imbursemet of the payments made by each of the Claimants to purchase each of their lots in the SRWR development. *Now shown to me and exhibited hereto and marked "SM-1" is a bundle containing a copy of the Consent Order and Settlement Agreement.*
4. By the terms of said Settlement Agreement the Defendants agreed in paragraph 1 to re-imburse the Claimants payments made towards the purchase of each of the Claimants respective lots in the following amounts:
 - (i) Steve Minor \$321,694.20 by 60 monthly instalments of \$5,361.57 each;
 - (ii) Fraser Ian Lockwood \$159,000.00 by 60 monthly instalments of \$2,650.00 each
 - (iii) Rod Welch \$225,000.00 by 60 monthly instalments of \$3,750.00 each;
 - (iv) Don Schneck \$198,000.00 by 60 monthly instalments of \$3,300.00 each

5. By virtue of the aforesaid order by Consent of this Honourable Court the terms of repayment and other mutual covenants in said agreement were made legally binding on us the Claimants and Defendants herein.
6. It is provided in said Settlement Agreement in paragraph 2 that the instalment payment mentioned in paragraph 4 herein shall commence on the 1st of July 2017 and shall continue monthly thereafter until payment in full
7. It is further provided in paragraph 3 of said agreement that *"If the Defendants sell any of the Claimants' property, the Defendants shall accelerate the hereinbefore mentioned instalment payments by paying over to the Claimants the balance of the down payment over the 30% operational cost of sale"*
8. It is further provided in paragraph 4 *"If the Defendants sell the project/reserve, the Defendants shall pay the Claimants in full"*
9. It is further provided in paragraph 5 *"If the Defendants sell any of the lots on an outright cash sale, full payment will be paid to the owner of that particular lot"*
10. It is further provided in paragraph 6 *"The Defendants may sell the lots for any price above the amounts stated in paragraph 1 of this Agreement and the Defendants shall be entitled to keep all proceeds of sale over and above such amounts."*
11. It is further provided in paragraph 7 *"The Defendants shall refund all GST payments made by the Claimants at such time when the Defendants collect GST from a new purchaser"*

12. The Defendants as of the date of the execution of the Settlement Agreement on April 14th, 2017 and thereafter have complied with the terms of payment by instalments of the amount due to each of us Claimants commencing on July 1st, 2017 but payments as of October 2018 ceased.
13. As of October 2018 no further payments have been made by the Defendants by instalments to the Claimants as required in paragraph 1 of the Settlement Agreement.
14. As of October 2018 each of the Claimants have not received instalments payments and there are now arrears as of October 2018 to January 2020 of 16 months as follows:
 - (i) Mr. Steve Minor $5361.57 \times 16 = \$85,785.12$
 - (ii) Mr. Fraser Ian Lockwood $2650 \times 16 = \$42,400$
 - (iii) Mr. Rod Welch $3750 \times 16 = \$60,000$
 - (iv) Mr. Don Schneck $3300 \times 16 = \$52,800$
15. The Defendants have failed to pay as of October 2018, 16 monthly instalment payments as aforementioned to the Claimants totalling \$240,985.12 and the default in making payments continue.
16. Pursuant to the said Settlement Agreement paragraph 6 the Defendants may sell the lots of the Claimants and are required by paragraph 8 of the Settlement Agreement to provide to the Claimants quarterly reports/updates advising if any sales agreements have been entered into in regards to any of the Claimants lots but no such reports/updates have been provided.

17. I am advised by my attorney-at-law that the terms of the settlement in the Settlement Agreement dated June 14th, 2017 signed by the parties to the said Claim 582 of 2016 are embodied in a Tomlin Order (Order by Consent dated June 13th, 2017).
18. I am advised that the said Tomlin Order entered into by the parties compromise the litigation and contains the usual clause included on the face of the Order stating that *"All further proceedings in the Claim shall be stayed except for the purpose of carrying into effect the terms set out in the Mediation Agreement."*
19. The Tomlin order also contains the further statement *"For that purpose the parties have permission to apply to the Court"*.
20. I am advised and verily believe it to be true that pursuant to the said Tomlin Order the Claimants (Steve Minor, et al) can move the Court to enforce the obligations under the said agreement in that the Claimants may ask the Court to enforce its own orders as expressed in the said Tomlin Order without the need to bring a new claim.
21. I am advised that the Claimants may move the Court to enforce the terms of the Settlement Agreement embodied in the Tomlin Order on the basis that pursuant to the Tomlin Order (Consent Order) the Claimants can ask the Court to enforce its own orders because the express terms of the order provide that any party can apply to the Court to enforce the terms of the settlement.
22. I am advised that the terms of payment in the Settlement Agreement embodied in the Tomlin Order can therefore be enforced.

23. The terms of the settlement embodied in the Tomlin Order can also be enforced by summary relief to carry into effect the terms agreed in the Tomlin Order and Settlement Agreement should there be a default.
24. As stated in paragraphs 12, 13 and 14 hereof as of October 2018 installment payments have ceased and there are now arrears as of October 2018 to January 2020 of 16 months in the separate amounts of \$52,800.00 for me as fourth Claimant, Donald Schneck; the First Claimant Steve Minor in the separate amount of US\$85,785.12; for the second Claimant Fraser Ian Lockwood in the separate amount of US\$42,400.00; and for the third Claimant Mr. Rod Welch in the separate amount of US\$60,000.00.
25. I have read the Application for Stay of Proceedings herein filed by the Defendants S.R.W.R. and Eco Futures Belize Limited and Sanctuary Belize Property Owners Association asking that the whole of these proceedings be stayed to await the outcome of the United States proceedings recognized in Belize by the Recognition Order in Claim No. 17 of 2019 entitled *Robb Evans & Associates LLC vs. Sittee River Wildlife Reserve, Eco Futures Belize Ltd. and Sanctuary Belize Properties Association*.
26. I am advised and verily believe it to be true that the Application for Stay of Proceedings is misconceived in that the proceedings in the Claim herein are ended in that it was agreed to settle all differences and disputes between the parties, by virtue of the Settlement Agreement embodied in a Tomlin Order (Order by Consent) of this Honourable Court of June 13th, 2017, made herein by virtue of which the Court approved the terms and mutual covenants as contained in the said Settlement Agreement dated June 14th, 2017, thereby bringing an end to the proceedings.

27. I am advised that the Defendants seek to stay proceedings which have ended and the application to stay is an attempt to deprive the Claimants and myself of the right to enforce the Tomlin Order.
28. I am advised that the Claimants herein ought not to be forced to curtail their right to enforcement of the said Tomlin Order nor should the Court be asked to deny the Claimants the right to carry into effect the terms of the said agreement embodied in the said Tomlin Order by requiring the Court to walk-back its own order.
29. I am advised by my Attorneys-at-law and believe it to be true that a Tomlin Order (Consent Order) is not a proceeding *Pendente Lite* and the plea of *lis alibi pendens* is inapplicable in that the foreign proceedings pending elsewhere in the United States [*Robb Evans & Associates LLC vs. S.R.W.R. et al.*] are not the same cause of action as the cause of action in the Claim herein between myself and the Claimants and the Defendants in that the said foreign proceeding pending in the United States is not between the same parties as in the claim herein in that we the Claimants are not parties in the said foreign proceedings and in addition, the foreign proceedings and any order made in those proceedings in the United States recognized in Belize by the Recognition Order in Claim 17 of 2019 ought not and does not exercise jurisdiction in rem over property (land) in Belize.
30. I am advised that the Tomlin Order made by this Honourable Court deals with land at the Sanctuary Bay Reserve in the Stann Creek District and the Order made in the United States in the foreign proceedings does not apply to land.
31. I respectfully request that this Honourable Court deny with costs to the Claimants herein the application of the Defendants to stay the whole of

these proceedings to await the outcome of the United States proceedings recognized in Belize under the Recognition Order in Claim 17 of 2019 - *Robb Evans & Associates LLC vs. Sittee River Wildlife Reserve, Eco Futures Belize Ltd. and Sanctuary Belize Properties Association.*

State of PA, County of Bucks
SWORN at Doylestown

) 
) DON SCHNECK

this 21 day of January,

2020

)
)
)

Commonwealth of Pennsylvania - Notary Seal
Alexandra Weremijenko, Notary Public
Bucks County
My commission expires November 9, 2023
Commission number 1265428
Member, Pennsylvania Association of Notaries

Before me,


NOTARY PUBLIC

Filed by **SABIDO & CO LLP.**, Attorneys-at-Law, No. 5 New Road, Belize City, Belize
Telephone number 223-5803 and Fax number 223-5839.

Perfected Order

Application for Stay of Proceedings

Claim 582 of 2016

The Honorable Mr. Justice Abel

The Supreme Court of Belize

January 2020

(Claimants)

Don Schneck

Fraser Ian Lockwood

Rod Welch

Steve Minor

Between

(Defendants)

Sittee River Wildlife Reserve

Eco Futures Belize Limited

Sanctuary Belize Property Owners Association

IN THE SUPREME COURT OF BELIZE, A.D. 2016



CLAIM NO. 582 of 2016

BETWEEN

**STEVE MINOR
FRASER IAN LOCKWOOD
ROD WELCH
DON SCHNECK**

**1st CLAIMANT
2nd CLAIMANT
3rd CLAIMANT
4th CLAIMANT**

AND

**SITTEE RIVER WILDLIFE RESERVE
ECO FUTURES BELIZE LIMITED
SANCTUARY BELIZE PROPERTY OWNERS
ASSOCIATION**

**1st DEFENDANT
2nd DEFENDANT
3rd DEFENDANT**

ORDER

The 27th day of January 2020

BEFORE The Honourable Justice Courtney Abel;

UPON HEARING Mr. Rodwell Williams, S.C., C.B.E., and with him Ms. Darinka Muñoz Counsel for the Defendants/Applicants and Mr. Oscar A. Sabido S.C., Counsel for the Claimants/Respondents;

AND UPON READING the Application of the Defendants/Applicants dated the 17th day of October, 2019 and the supporting Affidavit of Darinka Munoz sworn to on the 17th day of October, 2019 and the supporting Affidavit of Brick Kane sworn to on the 13th day of November 2019, and the Affidavit in response of Don Schneck sworn to on the 24th of January, 2020 filed herein.

IT IS HEREBY ORDERED as follows:

1. The Court is not prepared to entertain this application as it considers such application premature in view of previous Orders of this Court including the Recognition Order

earlier made; the application is not dismissed and is retained on the basis that an application for enforcement by the Respondents is not before the Court.

2. Costs in the sum of BZD\$ 2,000.00 to be paid by the Applicants to the Respondents.

DATED the 19th day of February, 2020

BY ORDER

Shirley R.
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